

DATED 28th September 2012

- (1) OLYMPIC DELIVERY AUTHORITY
- (2) LONDON LEGACY DEVELOPMENT CORPORATION
- (3) TRANSPORT FOR LONDON

PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and sections 4 and 5 of the London Olympic Games and Paralympic Games Act 2006 and all other powers enabling

relating to the development of land within the future Queen Elizabeth Olympic Park

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THIS AGREEMENT is made on 28th September 2012

BETWEEN:

- (1) **OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, One Churchill Place, Canary Wharf, London E14 5LN (the "LPA"); and
- (2) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "Developer"); and
- (3) **TRANSPORT FOR LONDON** of Windsor House, Victoria Street, London SW1 OTL ("TfL").

RECITALS

WHEREAS:

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to section 5 of the Olympic Act and the Olympic Delivery Authority (Planning Functions) Order 2006 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) On 1 April 2012 the Secretary of State for Communities and Local Government created LLDC pursuant to the London Legacy Development Corporation (Establishment) Order 2012 for the purposes of (inter alia) promoting and delivering physical, social, economic and environmental regeneration of the Olympic Park and surrounding area.
- (C) The Developer:
 - C.1 is the freehold owner of those parts of the Site shown coloured blue on the plan contained in Appendix 3 and registered at the Land Registry under the title numbers listed in Schedule 1 Part 1
 - C.2 is the leasehold owner of those parts of the Site shown edged and hatched purple on the plan contained in Appendix 3 and registered at the Land Registry under the title numbers listed in Schedule 1 Part 2; and
 - C.3 has an equitable interest in those parts of the Site shown coloured orange on the plan contained in Appendix 3 by virtue of an agreement dated 11 January 2005 made between (1) Lee Valley Regional Park Authority and (2) London Development Agency pursuant to which the Developer has the ability to require a drawdown of a lease over the land coloured orange on the plan contained in Appendix 3 and which land is registered at the Land Registry under the title numbers listed in Schedule 1 Part 3.
- (D) The Developer's agent submitted the Planning Application to the LPA on 30 September 2011.
- (E) On 26 June 2012 the LPA resolved to grant the Planning Permission subject to the completion of this Agreement.
- (F) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Site.
- (G) 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.

(H) 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, sections 4 and 5 of the Olympic Act and all other powers enabling.

OPERATIVE PROVISIONS:

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"	Town and Country Planning Act 1990
"2011 Act"	Localism Act 2011
"Affordable Housing Units"	has the meaning given in Schedule 3 (Affordable Housing)
"Agreement"	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated PDZ Commencement Date"	the date on which the Developer reasonably considers in all the circumstances that Development will be Commenced in a PDZ
"Anticipated SPDZ Commencement Date"	the date on which the Developer reasonably considers in all the circumstances that Development will be Commenced in a SPDZ
"Approve"	has the meaning set out in the Schedule to which the Submitted Document relates and " Approval " and cognate expressions shall be construed accordingly
"Building Cost Index"	the <i>All In Tender Price Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"Commencement"	beginning of the Development (or where Commencement or Commence is used in the context of part of the Development commencement shall mean beginning of that part) as defined in section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include: <ol style="list-style-type: none">1. site clearance and preparation;2. archaeological investigation;3. investigations for the purposes of assessing contamination;4. other ground and site surveying;5. construction of temporary access and temporary internal roads for construction purposes only;6. remediation works associated with

decontamination;

7. erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security;
8. provision of temporary accommodation reasonably required for construction purposes only; and
9. preliminary landscaping works including tree protection

and "**Commence**" and "**Commenced**" shall be construed accordingly

"Commencement Date"	the date upon which the Development is Commenced
"Completion"	completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and " Completed " shall be construed accordingly
"Comply"	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge
"Condition"	a condition attached to the Planning Permission or to any Subsequent Planning Permission
"Confidential Appendix"	the separate appendix signed by LLDC and the LPA and dated on the date hereof
"CRT Section 73 Permissions"	the following planning permissions: <ol style="list-style-type: none">1. 11/90313/VARODA (variation of conditions OD.0.21 and LTD.1.3 of planning permission 07/90010/OUMODA);2. 11/90314/VARODA (variation of condition 43 of Olympic Consent Slot In Permission reference 08/90059/OUTODA);3. 11/90315/VARODA (variation of conditions VOD.15 and VLT.04 of Olympic Consent Slot in Permission reference 08/90276/FUMODA);4. 11/90316/VARODA (variation of condition PPR.21 of Olympic Consent Slot In Permission reference 08/90310/FULODA);5. 11/90317/VARODA (variation of condition PPR.21 of Olympic Consent Slot In Permission reference 08/90311/FULODA);

6. 11/90318/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90312/FULODA);
7. 11/90319/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90313/FULODA);
8. 11/90320/VARODA (variation of conditions HOD.12 and HLT.4 of Olympic Consent Slot In Permission reference 08/90328/FUMODA);
9. 11/90321/VARODA (variation of conditions EMOD.13 and EMLTD.7 of Olympic Consent Slot In Permission reference 09/90198/FUMODA);
10. 11/90322/VARODA (variation of condition PGT.14 of Olympic Consent Slot In Permission reference 09/90410/FUMODA); and
11. 11/90324/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90314/FULODA)

"Developer's Land"

the Developer's:

1. freehold land within the Site shown coloured blue on the plan contained in Appendix 3 and registered at the Land Registry under the title numbers listed in Schedule 1 Part 1
2. leasehold land within the Site shown edged and hatched purple on the plan contained in Appendix 3 and registered at the Land Registry under the title numbers listed in Schedule 1 Part 2; and
3. equitable interest in those parts of the Site shown coloured orange on the plan contained in Appendix 3 and which such parts are registered at the Land Registry under the title numbers listed in Schedule 1 Part 3

"Development"

the development of the Site and all other operations and/or works authorised by the Planning Permission and any Subsequent Planning Permission but excluding any Superseded Development

"Development Parcel" and "DP"

any one of the development parcels within a PDZ as identified on the plan contained in Appendix 5

"Dispute"

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)
"Earnings Index"	the <i>Annual Survey of Hours and Earnings for the London Region</i> published by the Office for National Statistics or any official publication substituted for it
"Environmental Statement"	the environmental statement submitted in support of the Planning Application as supplemented or amended by further environmental information submitted prior to the date of this Agreement
"Expert"	an independent expert appointed in accordance with the provisions of Clause 13 to determine a Dispute
"Games"	the Olympic Games and the Paralympic Games
"GEA"	as defined in the RICS Code of Measuring Practice (6 th Edition) and for the avoidance of doubt excludes ancillary infrastructure, utility elements, rooftop and basement plant, car parking floorspace within buildings, external parking areas winter gardens and any other amenity space
"GIA"	as defined in the RICS Code of Measuring Practice (6th Edition)
"GLA"	the Greater London Authority and its successors in function
"Host Boroughs"	together the London Borough of Hackney, London Borough of Newham, London Borough of Tower Hamlets and London Borough of Waltham Forest and their respective successors in function
"Index"	<ol style="list-style-type: none"> 1. the Building Cost Index in respect of: <ol style="list-style-type: none"> 1.1 the Healthcare Facilities Cost Cap, the Uncommitted PDZ4 Healthcare Facilities Cost Cap, the Uncommitted PDZ6 Healthcare Facilities Cost Cap, and the Uncommitted PDZ8 Healthcare Facilities Cost Cap (all as defined in Schedule 6 (Health)); 1.2 the SNT Cost Cap (as defined in Schedule 7 (SNT and Community Facilities)); and 1.3 the Schools Cost Cap (as defined in Schedule 8 (Education)); and 1.4 contributions paid pursuant to this Agreement where it is known at the date of payment such contributions are to be spent on the construction of facilities and/or infrastructure 2. the Earnings Index in respect of Households on Intermediate Incomes, Households on Lower Intermediate Incomes, Households on Upper Intermediate Incomes (all as defined

	in Schedule 3 (Affordable Housing)); and
	3. in all other cases the RPI
"Indexed"	in relation to any sum that it is to be increased in accordance with Clauses 8.2 and 8.3
"Interim Uses"	the temporary use or uses of part or parts of the Site from the date of the Planning Permission until the date such part or parts are developed for the permanent uses authorised by the Planning Permission
"Legacy Transformation Phase"	the period of time commencing with the end of the Paralympic Games closing ceremony and ending on whichever is the earlier of (a) 31 December 2014 and (b) the date certified by the LPA in accordance with clause 12 of the Olympic Section 106 Agreement
"LLDC"	the London Legacy Development Corporation of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ and includes its successor bodies in function, any LLDC Successor and any LLDC Covenant Delivery Body
"LLDC Covenant"	those obligations, covenants and undertakings given expressly on the part of LLDC in this Agreement and as set out in Schedule 16
"LLDC Covenant Delivery Body"	person with sufficient interest in or control over the Site or part thereof or other power to deliver or fulfil the relevant LLDC Covenant as approved by the LPA pursuant to Clause 2.5 which, for the avoidance of doubt, could include any LLDC Successor
"LLDC Successor"	any successors in title to or assigns of LLDC and/or any person claiming through or under LLDC an interest or estate in the whole of the Developer's Land but does not include any successors in title to or assigns of LLDC and/or any person claiming through or under LLDC an interest or estate in individual Planning Delivery Zone(s) or Sub Planning Delivery Zone(s) save where (i) a successor's or assign's or person's interest in individual Planning Delivery Zone(s) or Sub Planning Delivery Zone(s) when taken together would result in that successor's or assign's or person's interest comprising the whole of the Developer's Land and (ii) LLDC no longer exists and there is no successor body to LLDC that has taken on the liability for any outstanding LLDC Covenants
"LPA Response Date"	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where: <ul style="list-style-type: none"> 1. the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or 2. the LPA decides the matter needs to be

reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document

"Market Rent"		the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation – Professional Standards (the Red Book) March 2012 as may be updated from time to time
"MDC Area"		the area of land, in Greater London, shown bounded externally by the inside edge of a black line on the map marked "Map referred to in the London Legacy Development Corporation (Establishment) Order 2012" and contained in Appendix 6
"Non Residential Unit"		retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1) community (Use Class D1) and leisure (Use Class D2) units permitted to be constructed as part of the Development
"Non Residential Uses"		retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1), community (Use Class D1) and leisure (Use Class D2) uses permitted as part of the Development
"Occupy" and "Occupation"		beneficial occupation for any purpose for which Planning Permission and any Subsequent Planning Permission has been granted in respect of the relevant building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"		on land outside the Site
"Olympic Act"		London Olympic Games and Paralympic Games Act 2006
"Olympic Consent Permission"	Consent	Slot-In either a planning permission or a Reserved Matters approval (as applicable) granted pursuant to an application to carry out development within the Olympic Site related to or in substitution for development authorised under: <ul style="list-style-type: none"> 1. planning permission 07/90011/FUMODA; 2. outline planning permission 07/90010/OUMODA; 3. the CRT Section 73 Permissions; 4. planning permission 11/90330/FULODA; and/or any other permission that may be granted authorising the modification deletion or replacement of any condition attached to any Olympic Consent

"Olympic Consents"	<ol style="list-style-type: none"> 1. planning permission 07/90011/FUMODA; 2. outline planning permission 07/90010/OUMODA; 3. the CRT Section 73 Permissions; and 4. planning permission 11/90330/FULODA
"Olympic Development"	together with any Olympic Consent Slot-In Permission development pursuant to the Olympic Consents carried out on the Olympic Site
"Olympic Games"	the international sporting event known as the Olympic Games held in London in 2012 which started with a formal opening ceremony on 27 July 2012 and ended with formal closing ceremony on 12 August 2012
"Olympic Park"	the whole of the area edged orange on the plan contained in Appendix 2
"Olympic Section 106 Agreement"	the section 106 agreement dated 28 September 2007 between (1) Olympic Delivery Authority and (2) London Development Agency as amended by deeds of modification dated 6 June 2008, 9 July 2009, 30 December 2009, 30 September 2010 and 16 December 2011 and as further amended from time to time
"Olympic Site"	the whole of the land comprised within the boundaries of planning permission 07/90011/FUMODA and outline planning permission 07/90010/OUMODA
"On Site"	on land within the Site
"Outline Site Wide Phasing Plan"	approved plan reference LCS-DWG-APP-PHS-PAR-GLB-001-01 as may be varied pursuant to Condition LCSO.49
"Paralympic Games"	the international sporting event known as the Paralympic Games held in London in 2012 which started with a formal opening ceremony on 29 August 2012 and ended with a formal closing ceremony on 9 September 2012
"Parameter Plans"	the Site wide and PDZ parameter plans which form part of the plans approved by the Planning Permission and any Subsequent Planning Permission
"Parties"	the parties to this Agreement and the word "Party" shall mean any one of them
"PDZ1"	the area of the Site known as planning delivery zone 1 as identified on the plan contained in Appendix 1
"PDZ2"	the area of the Site known as planning delivery zone 2 as identified on the plan contained in Appendix 1

"PDZ3"	the area of the Site known as planning delivery zone 3 as identified on the plan contained in Appendix 1
"PDZ4"	the area of the Site known as planning delivery zone 4 as identified on the plan contained in Appendix 1
"PDZ5"	the area of the Site known as planning delivery zone 5 as identified on the plan contained in Appendix 1
"PDZ6"	the area of the Site known as planning delivery zone 6 as identified on the plan contained in Appendix 1
"PDZ8"	the area of the Site known as planning delivery zone 8 as identified on the plan contained in Appendix 1
"PDZ12"	the area of the Site known as planning delivery zone as identified on the plan contained in Appendix 1
"Phase 1"	the first phase of the Development as shown on the Outline Site Wide Phasing Plan
"Phase 2"	the second phase of the Development as shown on the Outline Site Wide Phasing Plan
"Phase 3"	the third phase of the Development as shown on the Outline Site Wide Phasing Plan
"Planning Application"	the application for outline planning permission submitted to the LPA and given reference number 11/90621/OUTODA by the LPA
"Planning Delivery Zone" and "PDZ"	any one of the 8 (eight) planning delivery zones which together form the Site as identified on the plan contained in Appendix 1
"Planning Permission"	the planning permission subject to conditions that may be granted by the LPA on the determination of the Planning Application for the proposals within the Planning Application, a draft of which is contained in Appendix 4
"Post Commencement Obligations"	<p>the following obligations that are conditional upon Commencement of the Development:</p> <ol style="list-style-type: none"> 1. paragraphs 2.8 (Access and Use) and 4 (Controlled Parking Zones and Adoption of Roads) of Schedule 2; 2. paragraph 5.1 (Grant Funding) of Schedule 3; 3. paragraph 5.1.1 (use of Reasonable Endeavours to secure the SNT Operator and market the SNT Spaces) of Schedule 7; 4. paragraph 2.1 (End-Use jobs target) of Schedule 9; 4. paragraphs 1.1 (BAP Habitat) and 2.1 (Provision of PAOS) of Schedule 10; 5. paragraph 1.1 (Extension of District Heat

"Post-Games Transformation"	alterations to or removal, modification or transformation of the development carried out on the Olympic Site to enable the Games to be held, such alterations, removal, alterations to or modification or transformation to be carried out in accordance with the Olympic Consents and undertaken during the Legacy Transformation Phase
"Reasonable Endeavours"	that it is agreed by the Parties that the Party 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 such Party 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: in the case of LLDC and the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions duties and purposes; and in the case of the Developer where the Developer is not the same entity as LLDC, of a competent commercial developer in the context of the Development (or part of the Development)
"Refusal Notice"	a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve, the reasons why it is refusing to Approve such Submitted Document and the Report Amendments
"Relevant Leasehold Interest"	a registerable leasehold interest in the Site or part thereof which has at least one year unexpired remaining
"Report Amendments"	those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document
"Requisite Consents"	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders or other Consents under the Highways Act 1980 and 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
"Reserved Matters"	has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2010
"Residential Unit"	a residential unit provided as part of the Development
"RPI"	the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted for it

"Section 73 Application"	an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
"Section 73 Permission"	planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require
"Shared Ownership Units"	has the meaning given in Schedule 3 (Affordable Housing)
"Shell and Core Standard"	accommodation constructed to shell and core finish as that expression is understood in the commercial development industry and shall include: <ol style="list-style-type: none"> 1. where the facility is co-located in another building, space in a building constructed using a steel or concrete frame with upper floor and ground bearing slabs, fair faced blockwork party walls, roof construction where on the top floor of the building and waterproofing, utility supplies, drainage connections, allowances for conduits for internet/TV/telecommunication connections to a single location in the building, Disability and Equality Act 2010 compliant, toilet facilities provided in accordance with Building Regulations and, where located over two or more floors, shared access via in-situ or pre-cast concrete staircase and lifts, but not including any wall, floor or ceiling finishes, or services installations or fixtures or fittings; or 2. where the facility is provided as a stand alone building, a building constructed using a steel or concrete frame with upper floor and ground bearing slabs, fair faced blockwork party walls, roof construction and waterproofing, utility supplies, drainage connections, allowances for conduits for internet/TV/telecommunication connections to a single location in the facility, Disability and Equality Act 2010 compliant and toilet facilities provided in accordance with Building Regulations and, where located over two or more floors, access via in-situ or pre-cast concrete staircase and lifts, but not including any wall, floor or ceiling finishes, or services installations or fixtures or fittings
"Site"	the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan contained in Appendix 1
"Slot-In Application"	an application for either: <ol style="list-style-type: none"> 1. planning permission (including any

	subsequent application for outline planning permission) to carry out development within the Site related to or in substitution for development authorised under the Planning Permission and/or any Subsequent Planning Permission; or
	2. Reserved Matters approval to carry out development within the Site related to or in substitution for development authorised under any previous Reserved Matters approvals granted pursuant to the Planning Permission and /or any Subsequent Planning Permission;
"Slot-In Permission"	either a planning permission or a Reserved Matters approval (as applicable) granted pursuant to a Slot-In Application and "Slot-in Permissions" shall mean such two or more of them as the context shall require
"Social Rented Units"	has the meaning given in Schedule 3 (Affordable Housing)
"SPDZ 1A"	the SPDZ comprising DPs 1.1a and 1.1b within PDZ1
"SPDZ 1B"	the SPDZ comprising DP 1.2 within PDZ1
"SPDZ 5A"	the SPDZ comprising DPs 5.1, 5.2, 5.3, 5.4, 5.5, 5.9, 5.10 and 5.11 within PDZ5
"SPDZ 5B"	the SPDZ comprising DPs 5.6, 5.7 and 5.8 within PDZ5
"SPDZ 8A"	the SPDZ comprising DPs 8.2, 8.3.1 and 8.3.2 within PDZ8
"SPDZ 8B"	the SPDZ comprising DPs 8.4 and 8.1 within PDZ8
"Staircase"	has the meaning given to "Staircasing" in Schedule 3 (Affordable Housing)
"Statement of Superseded Development"	a statement identifying what (if any) development under the Planning Permission and/or any Subsequent Planning Permission is to be superseded by development under the Slot-In Permission such statement to be submitted to and approved by the LPA and annexed to the respective Slot-In Permission
"Sub Planning Delivery Zone" or "SPDZ"	any of SPDZ 1A, SPDZ 1B, SPDZ 5A, SPDZ 5B, SPDZ 8A or SPDZ 8B as the context so requires
"Sub Zonal Master Plan" or "SZMP"	a masterplan in relation to a Sub Planning Delivery Zone to be submitted to and approved by the LPA in accordance with the Planning Permission and any Subsequent Planning Permission and includes the masterplan for the first SPDZ within the relevant PDZ (which includes both Part A and Part B of Annexure 2 to the Planning Permission and any Subsequent Planning Permission) and masterplans for all proceeding SPDZs within the relevant PDZ;

"Submitted Document"	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement
"Subsequent Planning Permission"	any <ol style="list-style-type: none"> 1. Section 73 Permission; and 2. Slot-in Permission and "Subsequent Planning Permissions" shall mean such two or more of them as the context shall require
"Superseded Development"	development (if any) under the Planning Permission and/or under any Subsequent Planning Permission outlined in a Statement of Superseded Development
"Supplemental Section 106 Agreement"	a supplemental section 106 agreement to be entered into pursuant to the provisions of Clauses 4.1.3 and 5.1.3 of this Agreement and to be in the form or substantially in the form of the draft contained hereto at Schedule 14 and in accordance with all necessary enabling powers
"Use Class"	a use class specified in the Town and Country Planning (Use Classes) Order 1987 as in force at the date of this Agreement
"Working Day"	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive
"ZMP"	a masterplan in respect of a PDZ to be submitted to and approved by the LPA in accordance with the Planning Permission and any Subsequent Planning Permission

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

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

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

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;

- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
 - 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
 - 1.2.4 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;
 - 1.2.5 references to the Site include any part of it;
 - 1.2.6 references to the Developer's Land include any part of it;
 - 1.2.7 references to the LPA comprise the Olympic Delivery Authority in its capacity as local planning authority and include its successors to the functions of the LPA;
 - 1.2.8 subject to Clauses 2.9, 2.10, 2.11 and 2.12 references to the Developer include:
 - (a) at the date of this Agreement, LLDC;
 - (b) persons deriving title from the Developer; and
 - (c) the Developer's successors, assigns, transferees;
 - 1.2.9 references to LLDC include its successor bodies in function;
 - 1.2.10 "including" means "including without limitation";
 - 1.2.11 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
 - 1.2.12 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
 - 1.2.13 any obligation, covenant, undertaking or agreement by the Developer or LLDC not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
 - 1.2.14 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties 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 requesting Party(s).
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 The "Agreement" includes the Schedules and Recitals to this Agreement.

- 1.5 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.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate Approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate Approval agreement or other Consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 13 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 agreement or other consent for the purposes of this Agreement.
- 1.8 Where in this Agreement the fulfilment of an obligation, covenant or undertaking is subject to the obtaining or securing of Requisite Consents the Party obliged to fulfil that obligation, covenant or undertaking shall:-
- 1.8.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site on land within the ownership or control of the person obliged to attempt to secure such Requisite Consents; and
- 1.8.2 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 or on land that is not within its ownership or control

PROVIDED THAT in each case if the Developer or LLDC 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 1.8 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

- 1.9 Where in this Agreement reference is made to "meeting the needs of the Development" (or cognate or similar expressions are used), the expression shall be interpreted pursuant to the three tests set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to:
- 2.1.1 section 106 of the 1990 Act; and
- 2.1.2 (in so far as this Agreement does not contain planning obligations entered into pursuant to section 106 of the 1990 Act), sections 4 and 5 of the Olympic Act, sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 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 or by or to TfL 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 and by or against TfL (as applicable).

- 2.3 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 so as to bind the Developer's Land and, subject to Clauses 2.9, 2.10, 2.11 and 2.12 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 Developer's Land (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Developer's Land in its capacity as a Utility Undertaker) 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 4 and 5 of the Olympic Act, sections 201, 205 and 206 of the 2011 Act and, in respect of those obligations, covenants and undertakings given to TfL, in pursuance of section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.
- 2.4 The LLDC Covenants are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Developer's Land and the LLDC Covenants are entered into with the intent that they shall be enforceable against LLDC and the LLDC Successor and irrespective of whether LLDC and the LLDC Successor part with their interest in the Developer's Land or part of the Developer's Land LLDC and the LLDC Successor shall remain liable for the Compliance of the LLDC Covenants until the earliest of:
- 2.4.1 the date that such LLDC Covenant has been fully performed; and
- 2.4.2 the date that the LLDC Covenant Delivery Body is approved pursuant to paragraph 2.5 and such LLDC Covenant Delivery Body shall from the date of such approval be deemed to be the successor to LLDC and/or the LLDC Successor (as applicable) in respect of the LLDC Covenants (in whole or such part thereof) to the extent such LLDC Covenants are outstanding as at the date of the approval.
- 2.5 In the event that LLDC and/or the LLDC Successor considers that a body or person has become a LLDC Covenant Delivery Body then LLDC and/or the LLDC Successor shall provide details to the LPA of such body's or person's interest in the Site, commitment in respect of Clause 5.3 and covenant strength in light of those LLDC Covenants that are outstanding as at the date such details are provided and where the LPA agrees that such body or person should be a LLDC Covenant Delivery Body a deed shall be entered into between the Parties and the body or person who is to become the LLDC Covenant Delivery Body in which the LPA shall approve the body or person as the LLDC Covenant Delivery Body, such deed to
- 2.5.1 confirm that LLDC Covenant Delivery Body is bound under the terms of this Agreement pursuant to section 106 of the 1990 Act;
- 2.5.2 provide for the LLDC Covenant Delivery Body to covenant directly with TfL and directly with the LPA to perform and Comply with the LLDC Covenants to the extent such LLDC Covenants have not been satisfied in full as at the date of such deed; and
- 2.5.3 be entered into pursuant to the powers described in Clause 2.1 (as applicable as at the date of the such deed).
- 2.6 The Parties agree to enter into such deed as contemplated by Clause 2.5 as shall be necessary to give effect to that Clause.

- 2.7 Insofar as any of the LLDC Covenants are not capable of falling within section 106 of the 1990 Act, any such LLDC Covenant is entered into as an obligation, covenant and undertaking in pursuance of sections 4 and 5 of the Olympic Act, sections 201, 205 and 206 of the 2011 Act and, in respect of those LLDC Covenants given to TfL, in pursuance of section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.
- 2.8 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 or TfL of any of their respective statutory powers functions or discretions.
- 2.9 Save in respect of the LLDC Covenants, 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 Developer's Land or its interest in respect of that part of the Developer's Land on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest or the granting of such Lease.
- 2.10 This Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of individual Residential Units, individual Non Residential Units or individual Interim Uses of the Development except in respect of the obligations in:
- 2.10.1 paragraph 15 of Schedule 3 (Affordable Housing) which shall be enforceable against owners, occupiers and lessees of Affordable Housing Units unless and until they exercise their statutory right to buy in the case of Social Rented Units or Staircase to 100% in the case of Shared Ownership Units; and
- 2.10.2 paragraphs 5.1.5 to 5.1.8 (inclusive), 5.2.5 to 5.2.8 (inclusive) and 5.35 to 5.3.8 (inclusive) of Schedule 8 which shall be enforceable against the lessee in occupation of the FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields.
- 2.11 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 of 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.
- 2.12 Where any Developer (other than LLDC) considers that it should not be liable in whole or part in respect of an obligation which does not directly relate to that part of the Site in which the Developer has an interest, such Developer may apply to the LPA to vary such obligation providing details of how such obligation would be complied with if such Developer was not to be liable for such an obligation.
- 2.13 In the event that LLDC is to be dissolved before the LLDC Covenants are satisfied, LLDC will use Reasonable Endeavours to procure from the permitted recipient (as defined in section 216(4) of the 2011 Act) a covenant in favour of the LPA and TfL that the permitted recipient will perform and Comply with the LLDC Covenants to the extent that such LLDC Covenants have not been satisfied in full as at the date of such dissolution.
- 2.14 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham, the London Borough of Hackney and the London Borough of Tower Hamlets and in each case their respective statutory successors in function.

- 2.15 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
- 2.15.1 subject to Clause 2.15.2, if following the conclusion of such proceedings or challenge any of the Planning Permission is quashed then without prejudice to any liability which may have arisen pursuant to this Agreement prior to it being quashed, the provisions of this Agreement will cease to have any further effect as from the date upon which the Planning Permission is quashed save to the extent (if at all) that this Agreement remains relevant to any of the Planning Permission which has not been quashed;
 - 2.15.2 if Development is Commenced or (as applicable) continued under that part of the Planning Permission which has been quashed, the provisions of this Agreement relevant to such Development will remain in full force and effect and the LPA and, in respect of Clauses 2.2 to 2.5 (inclusive) and Schedule 2 (Transport) only, TfL shall be entitled to enforce the obligations, covenants and undertakings of this Agreement to the extent they relate to such Development; and
 - 2.15.3 the LPA shall as soon as reasonably practicable notify the Developer and TfL of the bringing of such proceedings or challenge.
- 2.16 Wherever in this Agreement reference is made to a date on which "proceedings or challenge in relation to the Planning Permission are concluded" (or cognate or similar expressions are used), the following provisions have application:
- 2.16.1 proceedings by way of judicial review are concluded:
 - (a) when permission to apply for judicial review has been refused and no further application may be made; or
 - (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
 - (c) when any appeal is finally determined.
 - 2.16.2 proceedings under section 288 of the 1990 Act or in respect of any other legal challenge are concluded:
 - (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
 - (b) when any appeal is finally determined.
- 2.17 Save where a Subsequent Planning Permission has been granted which remains extant, 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 revoked, withdrawn or (without the consent of the Developer) modified.
- 2.18 Other than the Planning Permission and any Subsequent 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.

3. **CONDITIONALITY**

Save where expressly provided for in this Agreement and save in respect of the Post Commencement Obligations, this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

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

4.1 The Developer on behalf of itself and its successors in title to the Developer's Land covenants with the LPA and, in respect of Schedule 2 (Transport) only, with TfL that it 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 its interest 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 if it acquires a freehold interest or is granted or acquires a Relevant Leasehold Interest in the Site which is not at the date of this Agreement part of the Developer's Land unless otherwise agreed with the LPA it shall enter into the Supplemental Section 106 Agreement for the purposes of ensuring that the relevant obligations, covenants and undertakings in this Agreement shall be binding on any such part of the Site;

4.1.4 notify the LPA of the Anticipated PDZ Commencement Date not less than three months prior to the actual Commencement of Development in each PDZ, and not Commence Development in any PDZ until such notice has been served;

4.1.5 notify the LPA of the Anticipated SPDZ Commencement Date not less than three months prior to the actual Commencement of Development in each SPDZ, and not Commence Development in any SPDZ until such notice has been served; and

4.1.6 notify the LPA of the following dates and information within 5 (five) Working Days of the relevant date occurring:

- (a) the Commencement Date in each PDZ;
- (b) the Commencement Date in each SPDZ;
- (c) Occupation of the first Residential Unit in each PDZ;
- (d) Occupation of the first Residential Unit in each SPDZ;
- (e) Occupation of the first Residential Unit in each DP;
- (f) the number of Occupations at the end of Phase 2; and
- (g) the number of Occupations at the end of Phase 3;

4.2 The Parties agree to enter into such deeds as contemplated by Clause 4.1.3 as soon as reasonably practicable and as shall be necessary to give effect to that Clause.

5. LLDC'S COVENANTS

- 5.1 LLDC on behalf of itself and its successors in function and its LLDC Successors covenants with the LPA and, in respect of Clause 2.5, Clause 2.13 and Schedule 2 (Transport) only, with TfL that it shall:
- 5.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the LLDC Covenants;
 - 5.1.2 not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and
 - 5.1.3 if it acquires a freehold interest or is granted or acquires a Relevant Leasehold Interest in the Site which is not at the date of this Agreement part of the Developer's Land and at the date of such acquisition LLDC and the LPA are separate statutory bodies then unless otherwise agreed with the LPA it shall enter into the Supplemental Section 106 Agreement for the purposes of ensuring that the relevant obligations, covenants and undertakings in this Agreement shall be binding on any such part of the Site.
- 5.2 The Parties agree to enter into such deeds as contemplated by Clause 5.1.3 as soon as reasonably practicable and as shall be necessary to give effect to that Clause.
- 5.3 LLDC on behalf of itself and its successors in function and its LLDC Successors covenants with the LPA to commit itself to observe and continue the aims and objectives of LLDC as at the date of this Agreement in promoting the Development, in particular in respect of the target aspirations of the Development and aims set out in this Agreement, and to carry out the viability review mechanism contained in Schedule 15 with the purpose of achieving such aims and objectives.

6. TfL'S COVENANTS

- 6.1 TfL hereby covenants with each of the LPA and the Developer that TfL will 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 TfL contained in Clause 8.9 and Schedule 2 (Transport).
- 6.2 TfL's approval or consent for any modification or variation of this Agreement shall only be required in respect of any modification or variation of:
- 6.2.1 Clauses 2.2 to 2.9 (inclusive), Clause 2.13, Clause 2.15.2 and Clauses 4 to 7 (inclusive) but only where such modification or variation relates to a covenant given to or by TfL;
 - 6.2.2 Clause 8.9; and
 - 6.2.3 Schedule 2 (Transport).
- 6.3 It is agreed between the Parties that as the covenants given to or by TfL relate to transport only, that upon execution TfL shall only initial the plans contained in Appendix 1, Appendix 3, Appendix 7, Appendix 8 and Appendix 10.

7. THE LPA'S COVENANTS WITH THE DEVELOPER, LLDC AND TfL

The LPA covenants with the Developer and with LLDC and, in respect of Clause 8.10 and Schedule 2 (Transport) only, with TfL 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.

8. FINANCIAL CONTRIBUTIONS AND INDEXATION

- 8.1 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.
- 8.2 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 this Agreement until the date such sums are paid.
- 8.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date of this Agreement until the date the sum or value fails to be considered or applied.
- 8.4 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment at 2% above the base rate of a clearing bank to be approved by the LPA.
- 8.5 In respect of any sums received pursuant to paragraphs 4.9.4 and 5.17 of Schedule 6 and paragraph 4.7 and 5.3.2 of Schedule 9 the LPA shall:
- 8.5.1 spend such sums on acute care, social care, emergency services and/or any other social infrastructure necessary to meet the needs of the population of the Development; and
 - 8.5.2 consult with LLDC on which facilities to apply such sums towards and take account of any reasonable comments received from LLDC in writing.
- 8.6 Following receipt of any payments or financial contributions from the Developer and/or LLDC pursuant to any obligations contained in this Agreement, the LPA covenants and undertakes to:
- 8.6.1 apply such payments or financial contributions only for the purposes specified in this Agreement **PROVIDED THAT** for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer or LLDC (as applicable); and
 - 8.6.2 provide annual reports to the Developer or LLDC (as applicable) setting out the expenditure from such payments or financial contributions in the previous 12 (twelve) month period and how such expenditure is expected to assist in meeting the needs of the population of the Development.
- 8.7 Save where expressly stated to the contrary, the LPA shall return to the person who paid to the LPA the original payment or financial contribution (being the Developer or LLDC) any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the fifth anniversary of payment by LLDC or the Developer.
- 8.8 Where sums have been paid to the LPA under Schedule 2 (Transport) and the LPA has thereafter paid those sums to TfL, then the LPA's obligation to repay any such sums pursuant to Clause 8.7 shall be conditional upon the repayment of any such sums by TfL to the LPA and the LPA shall not be obliged to repay such sums until such time as the sums have been repaid by TfL.

- 8.9 Following receipt of any payments or financial contributions from the LPA, the Developer and/or LLDC pursuant to paragraphs 1 and 2 of Schedule 2 (Transport), TfL covenants and undertakes to:
- 8.9.1 forthwith upon receipt to pay such payments or financial contributions into an interest bearing deposit account, from which the relevant payment or contribution together with its accrued interest can be identified from periodic statements until such time as such payments or financial contributions (or any part thereof) are required for the purposes identified in the relevant paragraphs of Schedule 2 (Transport);
 - 8.9.2 apply such payments or financial contributions only for the purposes respectively for which the same were paid as specified in the relevant paragraph of Schedule 2 (Transport) **PROVIDED THAT** for the avoidance of doubt TfL will be entitled to treat any accrued interest as if it were part of the principal sum paid by the LPA, the Developer or LLDC (as applicable); and
 - 8.9.3 from time to time upon reasonable written request by the LPA, the Developer and/or LLDC (but not more frequently than once every 6 (six) months) to provide the LPA, the Developer and/or LLDC (as applicable) with a breakdown of expenditure from the said contributions.
- 8.10 The LPA shall pay interest to TfL on the Bus Service Enhancement Contribution (as defined Schedule 2 (Transport)) paid by the Developer to the LPA pursuant to paragraph 1.1 of Schedule 2, such interest to be calculated in respect of each part of the Bus Service Enhancement Contribution paid to the LPA by the Developer from the date of receipt of such part until the date of payment by the LPA to TfL but to be less any tax that may be payable by the LPA thereon.

9. NOTICES

- 9.1 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:
- 9.1.1 if delivered by hand, the next Working Day after the day of delivery; and
 - 9.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.
- 9.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Director of Planning Decisions (For the Attention of: Vivienne Ramsey)
Olympic Delivery Authority – Planning Decisions Team
Mailpoint 32B – 23rd Floor
One Churchill Place
Canary Wharf
London E14 5LN

with a copy to:

Chief Planner, Local Planning Authority (For the Attention of: Anthony Hollingsworth)
Olympic Delivery Authority – Planning Decisions Team

Mailpoint 32B – 23rd Floor
One Churchill Place
Canary Wharf
London E14 5LN

LLDC (which at the date of this Agreement includes the Developer):

London Legacy Development Corporation Limited (For the Attention of: General Counsel)
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

TfL:

Transport for London (For the Attention of: The Head of Legal)
Windsor House
42-50 Victoria Street
London SW1 0TL

- 9.3 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.

10. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

- 10.1 Where in the opinion of the Developer or, in respect of an LLDC Covenant, LLDC any obligation, covenant, undertaking or other provision on the part of the Developer or LLDC (as applicable) contained in this Agreement has been satisfied wholly or in part, the Developer or LLDC 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. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

- 10.2 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 or, in respect of an LLDC Covenant, LLDC 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 or LLDC (as applicable) shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

- 10.3 Where all of the obligations, covenants, undertakings and other provisions contained in this Agreement have been satisfied wholly the LPA shall request that the London Borough of Newham, the London Borough of Hackney and the London Borough of Tower Hamlets (and in each case their respective statutory successors in function) remove the entry in their respective Local Land Charges Register relating to this Agreement.

11. 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 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.

12. **REFUSAL NOTICE**

12.1 Not more than 5 (five) Working Days from receipt of the Refusal Notice the Developer shall confirm to the LPA whether it accepts the Report Amendments.

12.2 In the event the Developer confirms that it does accept the Report Amendments the following provisions shall apply:

12.2.1 within 10 (ten) Working Days of the LPA's receipt of such confirmation the Developer shall submit the revised Submitted Document incorporating the Report Amendments to the LPA for Approval;

12.2.2 the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document;

12.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 13.

12.3 In the event the Developer confirms that it does not accept the Report Amendments the following provisions apply:

12.3.1 not more than 5 (five) Working Days after such confirmation the Developer and the LPA shall meet to discuss the Report Amendments and the Submitted Document;

12.3.2 in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 13 shall apply;

12.3.3 in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 13 shall apply.

12.4 In the event the LPA does not Approve the Submitted Document within the time period for Approving Submitted Documents set out in the Schedule to which the Submitted Document relates the following provisions shall apply:

12.4.1 not more than 5 (five) Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;

12.4.2 in the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 13 shall apply;

12.4.3 in the event the Developer and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:

(a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the

Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 13 shall apply; or

- (b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 13 shall apply.

12.5 The LPA and the Developer may in agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 12.1 to 12.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

13. **DISPUTE RESOLUTION**

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

13.2 The Notice must specify:

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

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

13.2.3 the proposed Expert.

13.3 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 13.7 provides otherwise) to nominate the Expert at their joint expense.

13.4 The Expert shall act as an expert and not as an arbitrator and his 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.

13.5 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.

13.6 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.

13.7 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:

13.7.1 where the Dispute relates to:

- (a) Schedule 2 (Transport), the President of the Chartered Institute of Highways and Transportation;
- (b) Schedule 3, Schedule 4 and Schedule 5 (Affordable Housing, Family Housing and Sheltered Housing), the President of the Royal Institute of Chartered Surveyors;
- (c) Schedule 15 (Viability), the President of the Royal Institute of Chartered Surveyors.

14. SLOT-IN APPLICATIONS AND SLOT IN-PERMISSIONS

14.1 The Developer covenants and undertakes to the LPA that after the date of this Agreement it shall enclose a Statement of Superseded Development with each Slot-In Application.

14.2 On the grant of a Slot-in Permission, the Developer covenants and undertakes to the LPA with effect from the date that development is Commenced under that Slot-in Permission unless otherwise agreed with the LPA not to further implement the Planning Permission and/or Subsequent Planning Permission insofar as and to the extent that the Planning Permission and/or Subsequent Planning Permission permit Superseded Development.

15. NO WAIVER

No waiver (whether expressed or implied) by the LPA of any breach or default by LLDC or 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 LLDC or the Developer.

16. 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.

17. 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.

18. THE LPA'S LEGAL COSTS

The Developer agrees that it will pay the LPA's reasonable legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement) within 14 (fourteen) days of receiving an invoice in relation to the same.

19. JURISDICTION AND LEGAL EFFECT

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

19.2 The provisions of this Agreement (other than this Clause 19.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

20. **TERMINATION OF OBLIGATIONS**

In respect of LLDC's and the Developer's obligations in this Agreement which do not have an end date or a restriction by which Compliance is required, at any time that is 16 (sixteen) years following the Commencement of Development in Phase 3 LLDC and/or the Developer (as applicable) may apply to the LPA for the LPA's written agreement (at its discretion but acting reasonably at all times in accordance with Clause 16) to terminate any of such obligations.

21. **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

TITLE NUMBERS TO DEVELOPER'S LAND

PART 1

FREEHOLD LAND

1.	EGL266376	19.	AGL221079
2.	EGL533915	20.	EGL562684
3.	EGL557358	21.	EGL571226
4.	EGL561666	22.	EGL554302
5.	EGL533903	23.	EGL573078
6.	EGL533911	24.	EGL560513
7.	EGL562488	25.	EGL561244
8.	EGL533902	26.	EGL533904
9.	EGL527339	27.	EGL533909
10.	EGL571797	28.	EGL558925
11.	EGL562116	29.	EGL533913
12.	EGL572037	30.	EGL533916
13.	EGL574494	31.	EGL573100
14.	EGL572930	32.	EGL542902
15.	EGL562684	33.	EGL356763
16.	EGL561805	34.	EGL533914
17.	TGL342249	35.	EGL533901
18.	EGL533910	36.	EGL556410
37.	TGL363543		

PART 2

LEASEHOLD LAND

1.	63721	8.	NGL402655
2.	EGL151055	9.	EGL526862
3.	EGL157814	10.	EGL548490
4.	EGL221056	11.	EGL548491
5.	EGL428163	12.	NGL357211
6.	EGL534233	13.	EGL10453
7.	NGL80118		

PART 3

LAND OVER WHICH THE DEVELOPER HAS AN EQUITABLE INTEREST

1.	EGL7626
2.	EGL553508

SCHEDULE 2

TRANSPORT

RECITALS

- (A) The transport assessment submitted in support of the Planning Application dated September 2011 (and the transport addendum submitted in February 2012) recognises the need to mitigate the transport impacts of the Development by improving connectivity with adjacent areas by walk, cycle and public transport, providing adequate public transport and facilities and undertaking off-site mitigation measures. This need for mitigation is recognised by LLDC and funding has accordingly been committed to secure these measures. The need will increase as more of the Development is occupied from Commencement through to Completion and funding is matched to these increased requirements.
- (B) Along with LLDC, the LPA, TfL and the local highway authorities will be important contributors to the development and delivery of the measures.
- (C) The necessary improvements to Bus Infrastructure and bus services have been identified in outline and a procedure for bringing forward detailed measures is set out in this Schedule.
- (D) A framework, the Legacy Transport Group (LTG), for monitoring the effects of the Development, identifying, developing and bringing forward Off Site measures to mitigate the impacts of the Development by improving connectivity has been agreed. The objective and processes of the LTG and the procedures for developing schemes are described in this Schedule and Appendix 10. The LTG's initial priorities include helping secure improved access to Hackney Wick Station and to Stratford Regional Station from the south-west. The LTG will, as appropriate, establish sub-groups to assist in developing such measures and mitigation.
- (E) The LTG will also be responsible for oversight of the Construction Transport Management Group, which will act as a sub-group of the LTG.
- (F) The LTG will take over the responsibilities of the OPTEMS Group that oversees the section 106 transport contributions, the identification of and implementation of measures to mitigate the transportation effects of the Olympic Development.

DEFINITIONS

- "Approved"** means, in the context of this Schedule, approved by the LPA pursuant to paragraph 9 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;
- "Bridge Safeguarding Zone"** means the area shown hatched pink on the plan contained in Appendix 7 being the area of land within PDZ1 which is safeguarded until 1 January 2018 for the construction of the Carpenter's Land Bridge;
- "Bus Infrastructure"** means, subject to paragraph 2.7, 20 new bus stops and the relocation of 2 bus stops to allow passengers to board and alight Scheduled Bus Services including posts and flags (specifying the bus stop name, relevant bus route numbers and the bus stop code) and bus shelters all in the locations identified on the plan contained in Appendix 8;

"Bus Infrastructure Contribution"	means the sum of £288,000 (two hundred and eighty eight thousand pounds) (Indexed) to be applied in accordance with paragraph 2;
"Bus Infrastructure Programme"	means a programme for the delivery of the Bus Infrastructure taking into account the delivery of the Bus Routes by the Developer and the delivery of Bus Service Enhancements by TfL under the Sponsored Route Agreement(s);
"Bus Route"	means those roads provided as part of the Development over which TfL will operate Scheduled Bus Services;
"Bus Service Enhancements"	means <ul style="list-style-type: none"> 1. capacity enhancements to and/or re-routing of and/or extensions to bus services in order to service the Development and satisfy customer demand generated by the Development including (but not limited to) the re-routing of bus services and/or the extension of bus services through the Development along those corridors (or others agreed between the LPA and TfL in consultation with LLDC) shown on the Bus Service Enhancement Plan; and 2. any other relevant bus service enhancement considered by TfL to be suitable for servicing or supporting the Development as agreed in writing with the LPA (in consultation with LLDC);
"Bus Service Enhancement Contribution"	means the gross sum of £6,590,000 (six million five hundred and ninety thousand pounds) (indexed) to be applied in accordance with paragraph 1;
"Bus Service Enhancement Plan"	means the plan contained in Appendix 8;
"Car Club"	means a club or clubs which residents and employees of the Development may join and which will provide cars available for hire to members, such club or clubs comprising car parking spaces provided in accordance with Condition LCS0.255;
"Car Club Contribution"	means a total of £160,000 (one hundred and sixty thousand pounds) (Indexed);
"Car Club Details"	means the details listed in paragraph 5.1;
"Carpenter's Land Bridge"	means a bridge between PDZ1 and zone 2 of the development known as Stratford City;
"CPZ"	means controlled parking zone;
"CPZ Contribution"	means a contribution, the amount (£) of which to be agreed between the Developer and the Relevant Local Highway Authority, payable by the Developer to the Relevant Local Highway Authority for the purposes of extending any existing CPZ to include any roads within

	the Development that are dedicated as highway maintainable at the public expense or for the creation of new CPZs for any roads within the Development that are dedicated as highway maintainable at the public expense;
"Development Parcel Phasing Plans"	means the development parcel phasing plan to be submitted to the LPA with all ZMPs pursuant to Condition LCS0.42 as the same may be varied pursuant to Condition LCS0.45;
"Hackney Wick Station Contribution"	means the sum of £4,000,000 (four million pounds) (Indexed) to be applied in accordance with paragraph 7.4;
"Hackney Wick Station Works"	means the upgrade works to Hackney Wick Station comprising disability and discrimination compliance works, access improvements (including the provision of lifts and ramps and associated ticket hall improvements) and connectivity improvements from Hackney Wick to the Olympic Park;
"Lea Interchange Study"	means a study into the feasibility of improving the north and south bound cycle and pedestrian connections at the Lea Interchange, such study to have regard to any existing studies on the same connections;
"Leyton Station Works"	means the provision of cycle racks at Leyton Station or, in the event cycle facilities at Leyton Station have already been improved and cycle racks provided or funds have been committed to provide such cycle racks, works to improve pedestrian and cycle access between the Development and Leyton Station;
"London Interbank Market"	means the wholesale money market in London for the offering of sterling deposits between commercial banks;
"LTG"	means the Legacy Transport Group;
"LTG Account"	means the account to be set up for the purpose of receiving the Unspent OPTEMS Contribution, the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution, the Stratford Regional Station Contribution and any other deposits that may be made into the LTG Account pursuant to this Schedule 2;
"LTG Funds"	means the total amount (£) held at any time in the LTG Account;
"LTG Operating Procedures"	means the operating procedures for the LTG set out in Appendix 9;
"Member of the LTG"	means any member of the LTG;
"Net SRA Amount"	means the amount of funding (net) agreed between the LPA and TfL in respect of TfL's expenditure incurred or to be incurred in the provision of Bus

Service Enhancements pursuant to the relevant Sponsored Route Agreement and which amount is to be paid by the LPA to TfL from the Bus Service Enhancement Contribution in accordance with the provisions of paragraph 1 and the use of "net" should be construed accordingly;

"Offsite Junctions"

means the following junctions:

1. Leyton Ladder;
2. Stratford High Street/Bow Roundabout;
3. Tredegar Road;
4. A106 Ruckholt Road;
5. A106 Ruckholt Road/Orient Way;
6. B118 Old Ford Road/Parnell Road;
7. A118 Stratford Gyratory/The Grove;
8. A112 West Ham Lane/Victoria Street;
9. A1011 Manor Road/Mitre Road;
10. A112 High Street/A114 Clegg Street;
11. A112 High Street/The Broadway/Balaam Street;
12. A106 Wick Road/Victoria Park Road;
13. A106 Wick Road/Cassland Road; and
14. Wick Lane/Monier Road

"Offsite Junctions and Connections Contribution"

means the total sum of £3,533,000 (three million five hundred and thirty three thousand pounds) (Indexed) to be applied for the purposes of:

1. the Offsite Junction Works; and
2. the Pedestrian and Cycle Connection Works

and in accordance with paragraph 7.5;

"Offsite Junction Works"

means:

1. works to enhance the operation of the Offsite Junctions so as to mitigate the transport impacts of the Development; and
2. such other works as may be considered necessary by a Member of the LTG to mitigate the transport impacts of the Development on junctions;

"OPTEMS Account"	means the account set up and administered in accordance with the terms of Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2);
"OPTEMS Group"	means the group established pursuant to Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2);
"PDZ Car Club Allocation"	means details as to how the Car Club Contribution is to be allocated across some or all of the PDZs;
"Pedestrian and Cycle Connections"	means the following pedestrian and cycle connections: <ol style="list-style-type: none"> 1. Monier Road from H14 to Wandsbeck Road roundabout; 2. H16 along Stour Road to Smeed Road to Dace Road to Greenway; 3. Dace Road to Old Ford Lock; 4. Lea Interchange Study; 5. Leyton Station Works; 6. the link between Bridge H10 and Hackney Wick along Prince Edward Road and Wallis Road to the Hackney Wick Station access ramp; and 7. White Post Lane to the Hepscoth Road Hackney Wick Station access ramp.
"Pedestrian and Cycle Connection Works"	means: <ol style="list-style-type: none"> 1. works to improve the Pedestrian and Cycle Connections so as to mitigate the transport impacts of the Development; and 2. such other works as may be considered necessary by a Member of the LTG to mitigate the transport impacts of the Development on pedestrian and cycle routes including access to public transport;
"Primary Roads"	means the routes shown dashed purple and dashed pink on the plan contained in Appendix 10;
"Relevant Local Highway Authority"	means the local highway authority for the highway that is the subject of the relevant obligation contained in this Agreement;
"Remaining Funds"	has the meaning assigned to in paragraph 3.3;
"Report"	means a report detailing the Bus Service Enhancements to be carried out by TfL and containing the information required under paragraph 1.4, such report to be submitted by TfL to the LPA and the

Developer;

"Review Report"	means a report monitoring and reviewing a Sponsored Route Agreement and the provision of the Bus Infrastructure and containing the information required under paragraph 3.1, such report to be submitted by TfL to the LPA and the Developer;
"Scheduled Bus Services"	means bus services primarily controlled by TfL and which are provided at scheduled times in accordance with TfL considerations and requirements and pursuant to the demands of the Development;
"Secondary Roads"	means the routes shown dashed blue and dashed turquoise on the plan contained in Appendix 10;
"Sponsored Route Agreement"	means an agreement between TfL and the LPA in relation to the provision by TfL of Bus Service Enhancements, such agreement to set out the Net SRA Amount and the details of payment of the Net SRA Amount and references to "Sponsored Route Agreement" includes references to any other arrangement or document that may replace or supersede the requirement for such an agreement in the future;
"Stratford Regional Station Contribution"	means the sum of £200,000 (two hundred thousand pounds) (Indexed) to be applied in accordance with paragraph 7.3;
"Stratford Regional Station Works"	means works and measures (including design and feasibility studies) in respect of a new south west entrance to Stratford Regional Station from Carpenter's Road Estate or, in the event such new entrance has been provided or funds have been committed to provide such new entrance, improvements on/to Gibbins Road to access the Stratford Regional Station;
"Unspent OPTEMS Contribution"	means the amount (£) transferred from the OPTEMS Account to the LTG Account on the date the LTG is established to operate in accordance with the provisions of this Schedule 2;
"Zonal Travel Plan"	means a travel plan to be submitted to the LPA pursuant to Condition LCS0.195 in respect of each PDZ.

OPERATIVE PROVISIONS

1. BUS SERVICE ENHANCEMENTS

1.1 LLDC covenants with the LPA and with TfL that it shall not:

- 1.1.1 Occupy more than 700 (seven hundred) Residential Units which are permitted to be constructed across the Development unless and until it has paid **£1,575,000** (one million five hundred and seventy five thousand pounds) (Indexed) from the Bus Service Enhancement Contribution to the LPA;

- 1.1.2 Occupy more than 2,500 (two thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has paid **£450,000** (four hundred and fifty thousand pounds) (Indexed) from the Bus Service Enhancement Contribution to the LPA; and
- 1.1.3 Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed in PDZ 4 or 50% of the Residential Units permitted to be constructed in PDZ 4, whichever is the lower, unless and until it has paid **£4,565,000** (four million five hundred and sixty five thousand pounds) (Indexed) from the Bus Service Enhancement Contribution to the LPA

and each of the payments is separately referred to as a "**Payment**."

- 1.2 The Developer covenants with the LPA and with TfL that it shall not Occupy:
 - 1.2.1 more than 700 (seven hundred) Residential Units which are permitted to be constructed across the Development unless and until **£1,575,000** (one million five hundred and seventy five thousand pounds) (Indexed) from the Bus Service Enhancement Contribution has been paid to the LPA pursuant to paragraph 1.1.1;
 - 1.2.2 more than 2,500 (two thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until **£450,000** (four hundred and fifty thousand pounds) (Indexed) from the Bus Service Enhancement Contribution has been paid to the LPA pursuant to paragraph 1.1.2; and
 - 1.2.3 more than 350 (three hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until **£4,565,000** (four million five hundred and sixty five thousand pounds) (Indexed) from the Bus Service Enhancement Contribution has been paid to the LPA pursuant to paragraph 1.1.3.
- 1.3 Within 7 (seven) Working Days of receipt of each Payment (or any part of a Payment), the LPA shall notify TfL in writing of the total amount of the Bus Service Enhancement Contribution that the LPA is holding at the time of such notice.
- 1.4 TfL may at any time from the Commencement of the Development submit to LLDC and the LPA for consultation (such consultation to be for a minimum of 30 (thirty) Working Days) a Report detailing:
 - 1.4.1 its proposals for the relevant Bus Service Enhancements;
 - 1.4.2 without prejudice to the agreed content of any subsequent Bus Infrastructure Programme, whether such proposals require any Bus Infrastructure;
 - 1.4.3 the estimated cost (gross and net) of such Bus Service Enhancements, including the amount of funding (net) TfL requires from the Bus Service Enhancement Contribution (such amount to be less any Remaining Funds that TfL elects to offset pursuant to paragraph 3.3.1) **PROVIDED THAT** the gross cost of such Bus Service Enhancements cannot be in excess of the amount of the Bus Service Enhancement Contribution being held by the LPA at any one time pursuant to paragraph 1.1 and **FURTHER PROVIDED THAT** in the event that TfL elects to spend (or commit to spend) any amount of the Bus Service Enhancement Contribution pursuant to paragraph 1.10 TfL shall not be restricted by the amount (if any) of the Bus Service Enhancement Contribution held by the LPA at any one time but that the gross cost of such spending or commitment to spend shall not exceed the total amount of the Bus Service Enhancement Contribution or

- the total amount of that part of the Bus Service Enhancement Contribution that remains due to the LPA pursuant to paragraph 1.1;
- 1.4.4 the estimated date for when the identified amount of funding (net) from the Bus Service Enhancement Contribution is likely to be required, including whether payments are to be phased; and
- 1.4.5 the estimated timetable for delivery of such proposals (including any required Bus Infrastructure but without prejudice to the agreed content of any subsequent Bus Infrastructure Programme), taking into account the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and the Planning Permission.
- 1.5 Following the consultation carried out pursuant to paragraph 1.4, TfL may at any time submit to LLDC and the LPA for consultation (such consultation to be for a minimum of 30 (thirty) Working Days) a draft Sponsored Route Agreement for the proposals detailed in the Report, such draft Sponsored Route Agreement to have regard to any reasonable written comments submitted to TfL by LLDC and/or the LPA during the consultation on the Report.
- 1.6 Following the consultation carried out pursuant to paragraph 1.5 and where TfL still requires funding from Bus Service Enhancement Contribution for the proposals detailed in the draft Sponsored Route Agreement, TfL and the LPA shall make any amendments they both consider to be reasonably necessary to the draft Sponsored Route Agreement having regard to any reasonable written comments submitted by LLDC.
- 1.7 The LPA will not pay any part of the Bus Service Enhancement Contribution received from LLDC pursuant to paragraph 1.1 to TfL in respect of proposals detailed in a Report unless and until:
- 1.7.1 paragraphs 1.4 to 1.6 (inclusive) have been complied with by TfL (unless TfL has obtained the prior written agreement of the LPA to any amendment to the requirements of paragraphs 1.4 to 1.6); and
- 1.7.2 TfL has entered into a Sponsored Route Agreement with the LPA in respect of such proposals.
- 1.8 The LPA shall pay to TfL the Net SRA Amount as set out in the completed Sponsored Route Agreement on such payment date or dates as set out in the completed Sponsored Route Agreement **PROVIDED THAT** TfL cannot require funds to be paid to it from the Bus Service Enhancement Contribution in excess of the amount of the Bus Service Enhancement Contribution being held by the LPA at any one time pursuant to paragraph 1.1.
- 1.9 TfL may submit such number of Reports and enter into such number of Sponsored Route Agreements as it considers necessary in order to carry out the relevant Bus Service Enhancements **PROVIDED THAT** LLDC cannot be required to pay to the LPA more than the total amount of the Bus Service Enhancement Contribution.
- 1.10 TfL may spend (or commit to spend) sums equal to the whole or a part of the Bus Service Enhancement Contribution for Bus Service Enhancements at any time after the Commencement of the Development irrespective of the amount of the Bus Service Enhancement Contribution held by the LPA at any given time **SUBJECT ALWAYS TO** TfL in advance of spending (or committing to spend) such sums complying with paragraphs 1.4 to 1.6 (inclusive) and entering into a Sponsored Route Agreement with the LPA so as to obtain the prior agreement of the LPA to such spending (or commitment to spend).

- 1.11 LLDC shall provide any information reasonably requested by TfL as soon as reasonably practicable to enable TfL to prepare the Report referred to in paragraph 1.4, such information to include the anticipated delivery of the Bus Routes and any variations made to the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and/or the Planning Permission.
- 1.12 Nothing in this paragraph shall fetter TfL's standard statutory consultation process in relation to Bus Service Enhancements.
- 1.13 Upon the first payment date set out in each completed Sponsored Route Agreement the LPA shall deposit into the LTG Funds the difference between the gross cost of the Bus Service Enhancements to be provided pursuant to the relevant Sponsored Route Agreement and the Net SRA Amount.

2. BUS INFRASTRUCTURE

- 2.1 LLDC covenants with the LPA and with TfL that it shall not:
- 2.1.1 Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until it has paid **£100,000** (one hundred thousand pounds) (Indexed) from the Bus Infrastructure Contribution to TfL; and
- 2.1.2 Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed in PDZ4 or 50% of the Residential Units permitted to be constructed in PDZ4, whichever is the earlier, unless and until it has paid **£188,000** (one hundred and eighty eight thousand pounds) (Indexed) from the Bus Infrastructure Contribution to TfL.
- 2.2 The Developer covenants with the LPA and with TfL that it shall not:
- 2.2.1 Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until **£100,000** (one hundred thousand pounds) (Indexed) from the Bus Infrastructure Contribution has been paid to TfL pursuant to paragraph 2.1.1; and
- 2.2.2 Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed in PDZ4 or 50% of the Residential Units permitted to be constructed in PDZ4, whichever is the earlier unless and until **£188,000** (one hundred and eighty eight thousand pounds) (Indexed) from the Bus Infrastructure Contribution has been paid to TfL pursuant to paragraph 2.1.2.
- 2.3 TfL, the LPA and LLDC will use Reasonable Endeavours to agree the Bus Infrastructure Programme as soon as reasonably practicable following Commencement of Development.
- 2.4 No later than the Occupation of 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development, TfL, the LPA and LLDC shall agree the Bus Infrastructure Programme **PROVIDED THAT** in the event the anticipated delivery of the Bus Routes changes TfL, the LPA and LLDC shall agree any consequential variations to the Bus Infrastructure Programme as soon as reasonably practicable and having regard to the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and the Planning Permission.
- 2.5 TfL shall spend the Bus Infrastructure Contribution on the Bus Infrastructure in accordance with the Bus Infrastructure Programme (as may be varied in accordance with paragraph 2.4) and on the Bus Infrastructure required for the Bus Service Enhancements the subject of any completed Sponsored Route Agreement and which have been consulted on pursuant to paragraph 1.4.

2.6 Further to paragraph 2.5, TfL may spend (or commit to spend) sums equal to the whole or a part of the Bus Infrastructure Contribution for Bus Infrastructure at any time after the Commencement of the Development irrespective of the amount of the Bus Infrastructure Contribution held by TfL at any given time **SUBJECT ALWAYS TO TfL** in advance of spending (or committing to spend) such sums agreeing the Bus Infrastructure Programme with the LPA and LLDC so as to obtain the agreement of the LPA and LLDC to the delivery of the Bus Infrastructure.

2.7 The Bus Infrastructure may be provided in any such other locations or in any such other number of locations as agreed in writing between TfL, the LPA and LLDC **PROVIDED THAT** the agreement of TfL, the LPA and LLDC shall not be required where the actual location of the Bus Infrastructure deviates by less than 50m from the locations shown on the drawing contained in Appendix 8 (measured from the closest edges of the yellow markers (with the London Buses symbol within) on the said drawing) and **PROVIDED FURTHER THAT** TfL shall not be required to obtain the agreement of the LPA and LLDC where the actual location of the Bus Infrastructure is not within the Site or the Park.

2.8 Access and Use

2.8.1 The Developer shall, if requested by TfL, in respect of Bus Routes on unadopted roads:

- (a) grant TfL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL to enable all necessary access to install, clean, maintain and periodically replace the Bus Infrastructure;
- (b) permit TfL and its agents, at no cost to TfL, to operate Scheduled Bus Services, set down and pick up passengers at designated bus stops and on bus stands within the Development, and will grant TfL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL, to facilitate the same; and
- (c) permit people to access the carriageways and footways within the Development at all times for the purposes of boarding and alighting Scheduled Bus Services.

2.8.2 The Developer shall, in respect of unadopted Bus Routes:

- (a) maintain in good working order the Bus Routes on unadopted roads (including bus stops and bus stands) within the Development such that they remain suitable for safe use by Scheduled Bus Services (and associated passengers and drivers); and
- (b) make available for use at all times by Scheduled Bus Services the unadopted Bus Routes within the Development (except when required to be closed for the purposes of an emergency, maintenance (in relation to which TfL is notified in writing 20 Working Days in advance) or as otherwise agreed in writing by the LPA in consultation with TfL).

3. TFL'S REVIEW REPORT TO THE LPA AND LLDC

3.1 TfL shall submit to the LPA and LLDC and the LTG a Review Report every 12 (twelve) months, the first Review Report to be submitted on the earlier of (a) the 12 (twelve) month anniversary of TfL and the LPA entering into the first Sponsored Route Agreement and (b) the 12 month anniversary of the start of the Bus Infrastructure Programme and the last report to be submitted on the later of (1) 4 (four) weeks after

the expiration of the last Sponsored Route Agreement and (2) 4 (four) weeks after the conclusion of the Bus Infrastructure Programme.

- 3.2 Each Review Report to contain the following information:
- 3.2.1 progress in delivering the Bus Service Enhancements set out in the Sponsored Route Agreement, such progress to be compared against the timetable for delivery of such enhancements set out in the Report;
 - 3.2.2 progress in delivering the Bus Infrastructure required for the Bus Service Enhancements, such progress to be compared against the Bus Infrastructure Programme;
 - 3.2.3 details of TfL's expenditure (both actual and committed) for the previous 12 (twelve) month period of the amount received from the Bus Service Enhancement Contribution in respect of the Sponsored Route Agreement the subject of the Review Report;
 - 3.2.4 details of TfL's expenditure (both actual and committed) for the previous 12 (twelve) month period of the amount received from the Bus Infrastructure Contribution and applied to delivering the Bus Infrastructure required for the Bus Service Enhancements;
 - 3.2.5 details of TfL's forecast spend for the forthcoming 12 (twelve) month period of the amount received from the Bus Service Enhancement Contribution in respect of the Sponsored Route Agreement the subject of the Review Report; and
 - 3.2.6 details of TfL's forecast spend for the forthcoming 12 (twelve) month period of the amount received from the Bus Infrastructure Contribution and forecast to be applied to delivering the Bus Infrastructure required for the Bus Service Enhancements.
- 3.3 In the event that the final Review Report submitted to the LPA in respect of any Sponsored Route Agreement identifies unspent and/or uncommitted funds from the Bus Service Enhancement Contribution and/or the Bus Infrastructure Contribution ("**Remaining Funds**"),
- 3.3.1 where there is to be a proceeding Sponsored Route Agreement, TfL may elect to retain such Remaining Funds to offset such Remaining Funds from any future funding (net) that it requires from the Bus Service Enhancement Contribution; or
 - 3.3.2 where this is no proceeding Sponsored Route Agreement or where TfL does not make an election pursuant to paragraph 3.3.1, TfL shall pay the Remaining Funds to the LPA together with associated interest (such interest to be calculated in respect of each part of the Bus Service Enhancement Contribution paid by the LPA to TfL from the date of receipt of such part until the date of payment by TfL to the LPA) within 20 (twenty) Working Days of submitting the Review Report to the LPA pursuant to paragraph 3.1.
- 3.4 In the event that the LPA receives any Remaining Funds from TfL pursuant to paragraph 3.3, the LPA shall add such Remaining Funds to the LTG Funds by depositing the Remaining Funds into the LTG Account for the LTG to apply in accordance with LTG Operating Procedures (having regard to the Outline Site Wide Phasing Plan, the Development Parcel Phasing Plans and the Planning Permission).
- 3.5 In the event that on the fifth anniversary of the Completion of the Development the LPA holds all or part of the Bus Service Enhancement Contribution paid to it by the

Developer pursuant to paragraph 1.1 that is not otherwise committed funds under a completed Sponsored Route Agreement, the LPA shall add such funds to the LTG Funds by depositing such funds into the LTG Account for the LTG to apply in accordance with LTG Operating Procedures (having regard to the Outline Site Wide Phasing Plan, the Development Parcel Phasing Plans and the Planning Permission).

4. CONTROLLED PARKING ZONES AND ADOPTION OF ROADS

- 4.1 The Developer shall notify the LPA in writing in the event any roads that form part of the Development are to be dedicated as highway maintainable at the public expense and shall use Reasonable Endeavours to secure the adoption of such roads as highway maintainable at the public expense by entering into such necessary agreements as may be required by the Relevant Local Highway Authority.
- 4.2 The Developer covenants to pay the CPZ Contribution to the Relevant Local Highway Authority in accordance with the terms of any agreement entered into under section 38 of the Highways Act 1980 or under any other enabling legislation.
- 4.3 For the avoidance of doubt save where expressly stated to the contrary in respect of specific roads, nothing in this Agreement shall be taken as evidence of the Developer's intention to dedicate any road that forms part of the Development.

5. CAR CLUB

- 5.1 At the same time as submitting the site wide car parking management strategy to the LPA for approval pursuant to Condition LCS0.204, the Developer shall also submit to the LPA for Approval:
 - 5.1.1 the PDZ Car Club Allocation;
 - 5.1.2 the options of the financial incentives and other measures on which the PDZ Car Club Allocation could be spent to encourage residents and occupiers of the Development to use the Car Club;
 - 5.1.3 details as to how the PDZ Car Club Allocation and the options of the financial incentives and other measures are to be reviewed to enable the most effective use of the Car Club Contribution to encourage residents and occupiers of the Development to use the Car Club

(together the "**Car Club Details**").
- 5.2 The Developer shall not Occupy any Residential Units across the Development until the LPA has Approved the Car Club Details.
- 5.3 In respect of each PDZ, subject to paragraph 5.5, from Occupation of any Residential Units in that PDZ the Developer shall use Reasonable Endeavours to enter into a contract for a Car Club for that PDZ on commercially viable terms with an operator who has experience of running similar schemes.
- 5.4 In the event the Developer does enter into a contract with a car club operator and the PDZ the subject of the Car Club is identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details, the Developer shall, subject to paragraph 5.8, spend that PDZ Car Club Allocation on one or more of the financial incentives or other measures identified in the Approved Car Club Details.
- 5.5 in the event that the use of Reasonable Endeavours to enter into a contract for a Car Club in any PDZ in accordance with paragraph 5.3 does not result in completion of a contract with a car club operator as at the Occupation of 50% of the Residential Units in that PDZ, the Developer shall submit a detailed written statement to the LPA for Approval explaining why a contract for the Car Club has not been entered into (the

"Car Club Statement") and the obligation in paragraph 5.3 shall fall away upon the Approval of the Car Club Statement.

5.6 Where a Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5 is to be Approved and the PDZ the subject of such Car Club Statement is identified in the Approved Car Club Details as having a PDZ Car Club Allocation, the Approval to the Car Club Statement shall either:

5.6.1 state that that PDZ Car Club Allocation is to be redistributed to other PDZs identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details; or

5.6.2 identify the measures detailed in the Zonal Travel Plan for that PDZ on which the PDZ Car Club Allocation for that PDZ is to be spent together with a timetable for the implementation of those measures **PROVIDED THAT** the cost of such measures shall not exceed the amount of the PDZ Car Club Allocation for the applicable PDZ.

5.7 Where the Approval to the Car Club Statement (such Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5) identifies measures on which the applicable PDZ Car Club Allocation is to be spent (pursuant to paragraph 5.6.2), the Developer shall spend such PDZ Car Club Allocation on the identified measures in accordance with the timetable for implementation as set out in the Approval.

5.8 The Developer and the LPA may agree that where an amount less than a PDZ Car Club Allocation is needed on one or more of the financial incentives or other measures identified in the Approved Car Club Details in respect of any Car Club in any PDZ, the relevant PDZ Car Club Allocation shall be so reduced and the amount not spent shall:

5.8.1 be redistributed to other PDZs identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details; or

5.8.2 the LPA and the Developer shall identify measures detailed in the Zonal Travel Plan for that PDZ on which such amount is to be spent together with a timetable for the implementation of those measures and the Developer shall spend such amount on the identified measures in accordance with the timetable for implementation as set out in the Approval.

6. **CARPENTER'S LAND BRIDGE**

In the event planning permission is granted for the Carpenter's Land Bridge by 1 January 2018 and subject to agreement by the Developer of the detailed specification and management (including public access), maintenance and security provisions both during construction and operation, the Developer covenants to grant (subject to nominal consideration) all necessary access rights over PDZ 1 to enable the Carpenter's Land Bridge to be constructed in the Bridge Safeguarding Zone.

7. **LTG – ESTABLISHMENT AND CONTRIBUTIONS**

7.1 **Establishment of the LTG**

- 7.1.1 LLDC covenants with the LPA and with TfL that by no later than 31 December 2012 it shall, at its sole expense, establish and thereafter operate the LTG in accordance with the LTG Operating Procedures.
- 7.1.2 The Developer covenants with the LPA and with TfL that it shall not submit the first ZMP for the Development unless and until the LTG has been established in accordance with paragraph 7.1.1.
- 7.1.3 The LPA hereby approves the LTG as the replacement group to the OPTEMS Group and in accordance with Part B of Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2) upon the date the LTG is established pursuant to paragraph 7.1.1 the OPTEMS Group shall cease to operate and the LTG shall inherit the Unspent OPTEMS Contribution and such aims and objectives of the OPTEMS Group as are detailed in the LTG Operating Procedures.
- 7.1.4 LLDC covenants with the LPA and with TfL that it shall use Reasonable Endeavours to ensure that the LTG shall exist from its establishment until 31 December 2031 (unless otherwise agreed with the LPA to either bring forward this date or to extend this date) and the LPA shall endeavour in good faith to support LLDC in this respect.

7.2 The LTG Account

7.2.1 Mechanics for draw down from the LTG Account

- (a) Within 10 (ten) Working Days of the date of this Agreement the LPA shall set up the LTG Account on the following terms:
 - (i) in the name of the LPA;
 - (ii) to be of a kind that attracts interest at no less than the rate that can be secured for deposits on the London Interbank Market for withdrawal at one month's notice; and
 - (iii) two signatories to be nominated who may sign for withdrawals from the LTG Account.
- (b) Monies shall from time to time be drawn down from and paid out of the LTG Account in order to make payments under paragraph 7.6.
- (c) The LPA shall request from the institution administering the LTG Account that they send an itemised statement detailing all interest accruing to and all payments out of the LTG Account monthly to both LLDC (for the attention of: General Counsel) and to the LPA (for the attention of: the Director of Planning Decisions).
- (d) The interest accruing in the LTG Account will form part of the LTG Funds.
- (e) Draw down from and payments out of the LTG Account shall be by the instruction of the LPA requiring one of the two signatures nominated under paragraph 7.2.1(a)(iii).

7.2.2 Closure of the LTG Account

- (a) Subject to the provisions in paragraph 7.2.2(b) and unless otherwise agreed between the LPA and LLDC, the LTG Account

shall be closed on LTG ceasing to exist pursuant to paragraph 7.1.4.

- (b) If the LTG ceases to exist pursuant to paragraph 7.1.4 and at such date LTG Funds remain unspent and uncommitted, such remaining and uncommitted LTG Funds shall be spent or committed by agreement between the Members of the LTG (having due regard to the aims and objectives of the LTG as set out in the LTG Operating Procedures) **PROVIDED THAT** if such agreement cannot be reached within a period of 6 (six) months from the date the LTG ceases to exist such spending and commitment shall be determined by the LPA and LLDC having due regard to the aims and objectives of the LTG as set out in the LTG Operating Procedures and upon the LTG Account ceasing to have a credit balance of more than £1 (£one pound) following the re-allocation of the remaining LTG Funds in accordance with this paragraph, the LTG Account shall be closed.

7.3 Stratford Regional Station

- 7.3.1 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until it has deposited into the LTG Account **£50,000** (fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution to enable a Member or Members of the LTG to apply to the LTG for funds so as to contribute to the design work on the Stratford Regional Station Works, such draw down of funds to be requested pursuant to paragraph 7.6 and to be capped at £50,000 (Indexed).
- 7.3.2 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account **£150,000** (one hundred and fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution to be applied for the purpose of the Stratford Regional Station Works.
- 7.3.3 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until **£50,000** (fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.3.1.
- 7.3.4 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until **£150,000** (one hundred and fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.3.2.

7.4 Hackney Wick Station

- 7.4.1 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited the Hackney Wick Station Contribution into the LTG Account to be applied for the purpose of the Hackney Wick Station Works.
- 7.4.2 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 1,000 (one thousand) Residential Units which are

permitted to be constructed across the Development unless and until the Hackney Wick Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.4.1.

7.5 Offsite Junctions and Connections

7.5.1 LLDC covenants with the LPA and with TfL that it shall not:

- (a) Occupy more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account **£500,000** (five hundred thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of:
 - (i) the Leyton Station Works (of which no more than £50,000 (fifty thousand pounds) (Indexed) shall be applied);
 - (ii) Lea Interchange Study (of which no more than £50,000 (fifty thousand pounds) (Indexed) shall be applied); and
 - (iii) such other works forming the Off Site Junction Works and the Pedestrian and Cycle Connection Works;
- (b) Occupy more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account **£2,000,000** (two million pounds) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of the Offsite Junction Works and the Pedestrian and Cycle Connection Works; and
- (c) Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account **£1,033,000** (one million and thirty three thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of the Offsite Junction Works and the Pedestrian and Cycle Connection Works.

7.5.2 The Developer covenants with the LPA and with TfL that it shall not Occupy:

- (a) more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until **£500,000** (five hundred thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(a);
- (b) more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until **£2,000,000** (two million pounds) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(b); and
- (c) more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until **£1,033,000** (one million and thirty three thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution

has been deposited into the LTG Account pursuant to paragraph 7.5.1(c).

- 7.5.3 At least £1,000,000 (one million pounds) (indexed) from the Offsite Junctions and Connections Contribution is to be applied for the purposes of the Pedestrian and Cycle Connections.

7.6 Payments from the LTG Account

- 7.6.1 Payments from the LTG Funds will be made by the LPA from the LTG Account in accordance with the provisions of this paragraph 7.6 and, at all times, in accordance with the procedure set out at paragraph 7.2.1.

- 7.6.2 Within 10 (ten) Working Days of receipt by the LPA of a request in writing from any Member(s) of the LTG ("**Requesting Member**") for payment from the LTG Funds of:

- (a) part or all of the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution and/or the Stratford Regional Station Contribution for the purpose of any works or measures of any kind for which contributions have been made pursuant to this Schedule 2; and/or
- (b) part or all of the Unspent OPTEMS Contribution for the purpose of achieving the aims and objectives of the LTG as set out in the LTG Operating Procedures; and/or
- (c) part or all of any other deposits made pursuant to this Schedule 2 for the purpose of achieving the aims and objectives of the LTG as set out in the LTG Operating Procedures

the LPA agrees that it shall (subject to receiving the approvals from the LTG required pursuant to paragraph 7.6.3 and subject to paragraphs 7.6.4 and 7.6.6) pay to the Requesting Member from the LTG Account the amounts payable in respect of that request.

- 7.6.3 Payments from the LTG Funds will be paid subject to the Requesting Member having first submitted to, and received approval from, the LTG the following:

- (a) detailed proposals for the works or measures to be carried out; and
- (b) a cost plan setting out the costs of the proposed works or measures (including designing the works or measures, any associated works to services and/or utilities, professional fees and the costs of tendering and entering into any contract in respect of the works or measures); and
- (c) the programme for carrying out the works or measures.

- 7.6.4 Payments from the LTG Funds will be paid subject to:

- (a) in respect LTG approval being given for requests of part or all of the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution and/or the Stratford Regional Station Contribution, the payments being phased so that they are made only as required to meet the transport needs of the Development (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);

- (b) in respect LTG approval being given for requests of part or all of the Unspent OPTEMS Contribution, the payments being phased so that they are made only as required by need (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);
- (c) in respect LTG approval being given for requests of part or all of any other deposits made pursuant to this Schedule 2, the payments being phased so that they are made only as required by need (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);
- (d) the LPA not being required to pay to the Requesting Member:
 - (i) in respect of Requesting Members applying for funds from the Stratford Regional Station Contribution, an amount that, taken in aggregate with any other payments made from the Stratford Regional Station Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.3 (including any interest applied to such amount);
 - (ii) in respect of Requesting Members applying for funds from the Hackney Wick Station Contribution, an amount that, taken in aggregate with any other payments made from the Hackney Wick Station Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.4 (including any interest applied to such amount); and
 - (iii) in respect of Requesting Members applying for funds from the Offsite Junctions and Connections Contribution, an amount that, taken in aggregate with any other payments made from the Offsite Junctions and Connections Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.5 (including any interest applied to such amount and any additions to the Offsite Junctions and Connections Contribution pursuant to paragraphs 7.6.10 and 7.6.11).
- (e) reasonable evidence being provided to the LPA that all necessary third party and other consents have either been obtained or that there is a reasonable prospect of such third party and other consents being obtained.

7.6.5 Where funds in excess of the Stratford Regional Station Contribution (or the cap in paragraph 7.3.1) or the Hackney Wick Station Contribution or the Offsite Junctions and Connections Contribution (or the caps set out in paragraphs 7.5.1(a)(i) and 7.5.1(a)(ii)) are needed in respect of Stratford Regional Station Works, Hackney Wick Station Works or the Offsite Junction Works and the Pedestrian and Cycle Connection Works (as applicable), a Requesting Member may apply, and the LTG may approve, for such excess funds to be committed from the Unspent OPTEMS Contribution and/or any other deposits made pursuant to this Schedule 2.

7.6.6 Where funding is required by a Requesting Member to procure any initial design, consultation or feasibility studies before it can receive any necessary

third party and other consents or otherwise implement the requirements of paragraphs 7.6.2, 7.6.3 and 7.6.4 then the LPA shall make an initial payment from the LTG Account to that Requesting Member in respect of that Requesting Member's reasonable estimated costs in respect of such design, consultation or feasibility studies.

- 7.6.7 All Requesting Members who receive funding from the LTG Funds in accordance with this paragraph 7.6 shall report to the LTG on and provide substantiation of its actual incurred costs within a reasonable period (not to exceed three months) following implementation of the agreed measure(s) in respect of which such funding was provided. In the event that a surplus of funding from the LTG Funds received is identified through this process of substantiation, such surplus shall be deducted from any funding for future measures to be undertaken by that Requesting Member **OR** if there are no such future planned measures identified within 12 (twelve) months of such surplus being notified to that Requesting Member by the LPA, such Requesting Member shall refund the relevant part of the LTG Funds (with any accrued interest on the amount thereon) within 20 (twenty) Working Days of written demand and such sum shall be returned to the LTG Funds and credited against relevant contribution or deposit from which it was originally deducted.
- 7.6.8 If within 12 months of receiving funding from the LTG Funds in accordance with this paragraph 7.6 a Requesting Member has not implemented the works or measures for which it has received funding, the Requesting Member is to repay all such unspent and uncommitted funding to the LPA together with associated interest within 20 (twenty) Working Days of the first anniversary of receiving the funding and the LPA shall return such funding to the LTG Funds and credit it against the relevant contribution or deposit from which it was originally deducted.
- 7.6.9 Any funding provided to a Requesting Member pursuant to this paragraph 7.6 shall be made subject to the requirements in paragraphs 7.6.7 and 7.6.8 and with a requirement that the Requesting Member shall provide to LLDC an annual report on the delivery and progress of the works or measures for which it has received funding together with a breakdown of how much of the received funding it has spent and/or committed to delivering and progressing such works or measures.
- 7.6.10 In the event that by 2025 or the date that the LPA, TfL and LLDC agree that the Hackney Wick Station Works do not have a realistic prospect of being progressed (whichever is the earlier) all or part of the Hackney Wick Station Contribution remains uncommitted, such amount that remains uncommitted shall be added to the Offsite Junctions and Connections Contribution.
- 7.6.11 In the event that by 2025 or the date that the LPA, TfL and LLDC agree that the Stratford Regional Station Works are not likely to proceed (whichever is the earlier) all or part of the Stratford Regional Station Contribution remains uncommitted, such amount that remains uncommitted shall be added to the Offsite Junctions and Connections Contribution.
- 7.6.12 Where funding is required by LLDC to prepare any monitoring and review reports that are agreed between LLDC and LTG pursuant to paragraph 8.4, then the LPA shall pay from the LTG Account to LLDC the reasonable costs incurred by LLDC in preparing such monitoring and review reports

8. MONITORING AND REVIEW

- 8.1 In order to monitor the delivery and progress of transport mitigation schemes, LLDC shall produce and submit to the LTG an annual review of the implementation, status and costs of the transport mitigation schemes that have received funding from the LTG

Funds, such annual review to be collated from the reports submitted to LLDC from the Requesting Members pursuant to paragraph 7.6.9.

8.2 Each annual review required pursuant to paragraph 8.1 shall be provided by LLDC to the LTG no later than 2 (two) months prior to each anniversary of the first LTG meeting.

8.3 On 31 December 2014 (or on such other date as may be agreed with the LPA), LLDC shall produce and submit to the LTG a monitoring and review report, such report to contain as a minimum the following data capture information:

8.3.1 traffic flow data on key highway links at locations to be agreed with the LPA, to include:

- (a) the Primary Roads within the Site;
- (b) the Secondary Roads within the Site;
- (c) the entry routes into the Site, to include:
 - (i) Temple Mill Lane (North and East);
 - (ii) Waterden Road/Lea Interchange;
 - (iii) White Post Lane;
 - (iv) Monier Road; and
 - (v) Marshgate Lane/Pudding Mill Lane
- (d) Leyton Road to the east of the Development; and

8.3.2 Department of Transport and TfL permanent count locations summary local to the Development to the extent available.

8.4 LLDC shall prepare the monitoring and review report required pursuant to paragraph 8.3 on 31 December 2014 (or on such other date as may be agreed with the LPA) at its sole expense and where further monitoring and review reports are agreed between LLDC and the LTG the reasonable costs incurred by LLDC in preparing such monitoring and review reports shall be met from the LTG Funds.

9. APPROVAL

9.1 The LPA shall confirm whether or not it approves the Car Club Details and the Car Club Statement within:

9.1.1 20 (twenty) Working Days of receipt of such Car Club Details and the Car Club Statement from the Developer; or

9.1.2 where the LPA decides that it needs to report such Car Club Details and/or the Car Club Statement to its planning committee, 40 (forty) Working Days of receipt of such Car Club Details and/or the Car Club Statement

PROVIDED THAT where paragraph 9.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of the Car Club Details and the Car Club Statement and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve the Car Club Details and/or the Car Club Statement the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 3

AFFORDABLE HOUSING

RECITALS

- (A) The Planning Application seeks planning permission for up to 641,817m² of residential floorspace for a range of Market Housing Units, Affordable Rented Units, Social Rented Units and Intermediate Units proposed to be built in phases across seven Planning Delivery Zones as the Development proceeds.
- (B) The LPA and the Developer share the objective of providing an inclusive and sustainable residential community combining Market Housing Units and Affordable Housing at the Development as part of the overall strategy to create a mixed and sustainable development.
- (C) The LPA and the Developer have agreed that not less than 35% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units, subject to the operation of the viability review mechanism in Schedule 15.
- (D) It has been agreed that within Planning Delivery Zone 6 not less than 28% of all Residential Units will be provided as Affordable Housing. Elsewhere the operation of the viability review mechanism will determine the proportion of Residential Units to be provided as Affordable Housing, to be agreed between the Developer and the LPA, subject always that not less than 20% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units.

DEFINITIONS

"Affordability Criteria"	means as defined in Schedule 15
"Affordable Housing"	means housing provided to eligible households whose needs are not met by the market
"Affordable Housing Contract"	means a binding contract between the Developer and an Affordable Housing Provider for the construction and Transfer of Affordable Housing Units to the Affordable Housing Provider
"Affordable Housing Provider"	means a provider of Affordable Housing Approved in respect of the relevant PDZ or SPDZ or deemed to be approved pursuant to paragraph 7
"Affordable Housing Tenancy"	means a tenancy entered into in respect of each Social Rented Unit and Affordable Rented Unit between the tenant and the Affordable Housing Provider
"Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing pursuant to this Schedule
"Affordable Rented Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider to households who are eligible for social rented housing at rents no more than the percentage of Market Rent to be calculated in accordance with paragraph 6.2 or 6.3
"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 17 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and

cognate expressions shall be construed accordingly

"Development Parcel Phasing Plan"	means a plan to be approved pursuant to Condition LCS0.50 identifying the sequence and projected programme for the build out of the relevant PDZ or SPDZ and each Development Parcel (within the relevant PDZ or SPDZ)
"East London Housing Sub-Region"	means the City of London and the London Boroughs of Barking and Dagenham, Hackney, Havering, Redbridge, Newham, Waltham Forest and Tower Hamlets or any successor body or group of boroughs that may replace them from time to time
"Family Housing"	means Residential Units with three or more bedrooms
"Grant Funding"	means any capital funding provided by the HCA, GLA or any other public body for the delivery of Affordable Housing
"HCA"	means the Homes and Communities Agency of 110 Buckingham Palace Road, London, SW1W 9SA or such successor body for the time being having or being entitled to exercise the powers now conferred on such agency at the date of this Agreement
"HomeBuy Agent"	means a body appointed or approved by the HCA to act as agents for the allocation of the Shared Ownership Units
"Households on Intermediate Incomes"	means households with a gross annual income (including benefits) of between £40,000 and £55,000 (Indexed) or such other income ranges as may be agreed between the Developer and the Local Planning Authority
"Households on Lower Intermediate Incomes"	means households with a gross annual income (including benefits) of between £25,000 and £39,999 (Indexed) or such other income ranges as may be agreed between the Developer and the Local Planning Authority
"Households on Upper Intermediate Incomes"	means households with a gross annual income (including benefits) of between £55,001 and £70,000 (Indexed) or such other income ranges as may be agreed between the Developer and the Local Planning Authority
"Intermediate Units"	means Affordable Housing Units for sale and rent provided at a cost above social rent but below market levels to be provided as: (a) Shared Equity Units; and (b) Shared Ownership Units or such other form of intermediate housing as may be agreed by the Developer and the LPA
"London Legacy Development"	means in this Schedule only the London Legacy

Corporation"	Development Corporation and any successor regeneration authority and not any successor in title to the Site or any part thereof
"Market Housing Units"	means Residential Units which are not Affordable Housing
"Market Rent"	means the rent as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors being a chartered valuation surveyor appointed by the Developer owing a duty of care to the LPA and acting in an independent capacity in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation – Professional Standards (the Red Book) March 2012 as may be updated from time to time
"Market Value"	means the market value as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors being a chartered valuation surveyor appointed by the Developer owing a duty of care to the LPA and acting in an independent capacity in accordance with the Royal Institute of Chartered Surveyors Valuation – Professional Standards (the Red Book) March 2012 as may be updated from time to time
"Nominating Body"	means each of the bodies referred to in paragraph 11.1
"Nominations Agreement"	means an agreement between an Affordable Housing Provider and the Nominating Body containing arrangements for the initial and subsequent selection and prioritisation of tenants or occupiers of Affordable Housing Units
"Residential Units"	means the residential units provided as part of the Development
"Service Level Agreement"	means a service level agreement with a HomeBuy Agent containing arrangements in relation to the operation of the Homebuy Agent's list in a form which complies with the HCA practice guidance issued from time to time
"Shared Equity Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of the equity (being not less than 30% and not more than 80% and subject to an initial average equity share across all such units at the Development being not less than 60%) is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider without rent being charged in respect of the retained equity and, unless otherwise agreed by the LPA and the Developer, on terms that entitle the purchaser to acquire up to 80% of the equity through Staircasing
"Shared Ownership Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of equity is sold on a long lease to the purchaser and

the remainder of the equity is retained by the Affordable Housing Provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% of the equity through Staircasing

- "Sheltered Housing Facility"** shall have the meaning ascribed to it in Schedule 5
- "Social Rented Units"** means Affordable Housing Units to be made available by an Affordable Housing Provider at Target Rents to be determined through the national rent regime
- "Staircasing"** means the purchase by the owner of additional equity in a Shared Ownership Unit or a Shared Equity Unit
- "Target Rents"** means target rents as published from time to time by the HCA (or such other body as may replace the HCA having the responsibility of setting target rents for social housing)
- "Transfer"** means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Local Planning Authority

OPERATIVE PROVISIONS

1. QUANTUM OF AFFORDABLE HOUSING

- 1.1 Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 35% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units.
- 1.2 Not less than 28% of the total number of Residential Units constructed in PDZ6 shall be provided as Affordable Housing Units.
- 1.3 Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ6 the following percentages of the total number of Residential Units constructed in each PDZ or SPDZ shall be provided as Affordable Housing Units:

PDZ/SPDZ	Percentage of Residential Units
1A	19%
1B	23%
2	36%
4	48%
5A	43%
5B	33%
8A	35%
8B	46%
12	53%

PROVIDED THAT nothing in this paragraph 1.3 shall prevent the Developer from providing Affordable Housing Units in each PDZ or SPDZ in excess of the above percentages.

- 1.4 Notwithstanding the operation of the viability review mechanism pursuant to Schedule 15:

- 1.4.1 not less than 20% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units, such minimum to be applied across the Development in accordance with paragraphs 1.4.2 to 1.4.4 below;
- 1.4.2 following the approval of each ZMP or SZMP by the LPA pursuant to Condition LCS0.1, the percentage of Affordable Housing Units approved pursuant to all approved ZMPs and SZMPs shall be not less than 20% of the total number of Residential Units so approved, and the parties agree that the LPA shall be entitled to refuse any ZMP or SZMP which if approved would not comply with this paragraph;
- 1.4.3 following the approval of each Reserved Matters application pursuant to Condition LCS0.27, the percentage of Affordable Housing Units approved pursuant to all Reserved Matters Approvals shall be not less than 20% of the total number of Residential Units so approved, and the parties agree that the LPA shall be entitled to refuse any Reserved Matters Application which if approved would not comply with this paragraph; and
- 1.4.4 based on the Outline Site Wide Phasing Plan approved at the date of this Agreement, not less than the following percentages of the total number of Residential Units constructed in each PDZ or SPDZ (other than PDZ 6) shall be provided as Affordable Housing Units:

PDZ/SPDZ	Percentage of Residential Units
1A	19%
1B	23%
2	11%
4	25%
5A	25%
5B	25%
8A	28%
8B	22%
12	15%

PROVIDED THAT in the event that approved amendments to the Outline Site Wide Phasing Plan and/or any Development Parcel Phasing Plan change the sequence of Development from PDZ6, SPDZ1A, SPDZ5A, PDZ4, SPDZ1B, PDZ2, SPDZ8A, SPDZ5B, SPDZ8B and finally PDZ12 the Developer may submit to the LPA for Approval a revised version of the above table which, once Approved, shall replace the table in this paragraph 1.4.4 and **FOR THE AVOIDANCE OF DOUBT** this proviso shall apply without prejudice to paragraphs 1.4.1 to 1.4.3 which shall always apply.

2. TENURE

- 2.1 Subject to the operation of the viability review mechanism pursuant to Schedule 15 the tenure of the Affordable Housing Units shall be provided in the following proportions:

Tenure	Percentage of Affordable Housing Units
Social Rented Units	30%
Affordable Rented Units	30%
Intermediate Units	40%

- 2.2 The tenure of the Affordable Housing Units in PDZ 6 shall be provided in the following proportions (stated as a proportion of Residential Units in PDZ6):

PDZ	Social Rented Units	Affordable Rented Units	Intermediate Units
6	8.5%	8.5%	11%

- 2.3 Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ6 the tenure of the Affordable Housing Units in each PDZ or SPDZ shall be provided in the following proportions (stated as a proportion of Residential Units in that PDZ or SPDZ):

PDZ/SPDZ	Social Rented Units	Affordable Rented Units	Intermediate Units
1A	5%	5%	9%
1B	6%	6%	10%
2	11%	11%	13%
4	15%	15%	18%
5A	13%	13%	18%
5B	10%	10%	13%
8A	11%	11%	12%
8B	14%	14%	18%
12	15%	15%	23%

3. UNIT SIZE MIX

- 3.1 The Affordable Housing Units in PDZ6 shall comprise the following unit size mix:

Affordable Housing tenure type	studio, 1 & 2 bed units	Family Housing
Social Rented	15%	85%
Affordable Rented	15%	85%
Intermediate	38%	62%

- 3.2 Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ6 the Affordable Housing Units shall be provided within the following Site Wide ranges of unit size mix, the precise mix for each PDZ or SPDZ to be approved by the LPA as part of the ZMP for each PDZ or SZMP for each SPDZ:

Affordable Housing tenure type	Site wide ranges of unit size mix	
	studio, 1 & 2 bed units	Family Housing
Social Rented Unit	38%-42% (42% applies where 20% minimum Affordable Housing is provided and 38% applies where 35% Affordable Housing is provided)	58%-62% (58% applies where 20% minimum Affordable Housing is provided and 62% applies where 35% Affordable Housing is provided)
Affordable Rented Unit	38%-42% (42% applies where 20% minimum Affordable Housing is provided and 38% applies where 35% Affordable Housing is provided)	58%-62% (58% applies where 20% minimum Affordable Housing is provided and 62% applies where 35% Affordable Housing is provided)
Intermediate Unit	85%-87% (87% applies where 20% minimum Affordable Housing is provided and 85% applies where 35% Affordable Housing is provided)	13%-15% (13% applies where 20% minimum Affordable Housing is provided and 15% applies where 35% Affordable Housing is provided)

4. GENERAL

- 4.1 Where in this Schedule the number of Affordable Housing Units of any particular tenure, size or mix is specified as a percentage the actual number of Affordable Housing Units of that tenure, size or mix to be provided will be the number of whole units that is as near as arithmetically possible to the specified percentage.
- 4.2 Not less than 13% of Social Rented Units and Affordable Rented Units which are provided as Family Housing shall be provided at ground floor level (save in respect of any upper storeys forming part of the unit) so they have a direct ground floor entrance.

5. GRANT FUNDING

- 5.1 Save in respect of PDZ6 the Developer and the Affordable Housing Provider shall use Reasonable Endeavours to secure Grant Funding for the Affordable Housing Units in each PDZ and SPDZ.
- 5.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer and/or the Affordable Housing Provider in respect of any applications for Grant Funding pursuant to paragraph 5.1 above.
- 5.3 In the event Grant Funding is offered or secured in respect of the Affordable Housing Units (or any of them) subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary in order to deliver the relevant Affordable Housing Units with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.

6. RENT LEVELS AND AFFORDABILITY CRITERIA

- 6.1 The rent payable by the occupant of any Social Rented Unit shall not exceed the Target Rent, such rent to be calculated at the date of the start of each Affordable

Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%.

- 6.2 The rent payable by the occupant of any Affordable Rented Unit in PDZ 6 shall not exceed the percentages of Market Rent set out in the table below, such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%. For the avoidance of doubt on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent charged does not exceed the below percentages.

Unit Size	Maximum Percentage of Market Rent
Studio/ 1 bed units	80%
2 bed units	70%
3 bed units	60%
4 and 5 bed units	50%

- 6.3 The percentage of Market Rent applicable to Affordable Rented Units other than in PDZ 6 shall be determined and agreed with the LPA as part of the viability review mechanism pursuant to Schedule 15 and ZMP for each PDZ or SZMP for each SPDZ having regard to:

- 6.3.1 adopted development plan policy relevant to the PDZ or SPDZ; and
- 6.3.2 the table at paragraph 6.2 above

and the rent payable by the occupant of any such Affordable Rented Unit shall not exceed the lower of:

- (a) the relevant agreed percentage(s); and
- (b) 80% of Market Rent (including service charges, where applicable),

such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%. For the avoidance of doubt on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent does not exceed the percentage(s) agreed as part of the approved ZMP or SZMP.

- 6.4 The cost of rent and/or mortgage payments and service and estate charges in relation to the Intermediate Units shall not exceed:

- 6.4.1 40% of the net income of Households on Lower Intermediate Incomes;
- 6.4.2 40% of the net income of Households on Intermediate Incomes; and
- 6.4.3 40% of the net income of Households on Upper Intermediate Incomes

- 6.5 Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 30% of the Intermediate Units shall be provided for and affordable to Households on Lower Intermediate Incomes.

- 6.6 Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 30% of the Intermediate Units shall be provided for and affordable to Households on Intermediate Incomes.

- 6.7 The balance of any Intermediate Units not provided in accordance with paragraphs 6.6 and 6.7 above shall be provided for and affordable to Households on Upper Intermediate Incomes.

7. AFFORDABLE HOUSING PROVIDERS

- 7.1 Prior to the submission of the ZMP for each PDZ or SZMP for each SPDZ the Developer shall submit to the LPA and obtain its written Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the relevant PDZ or SPDZ for the purposes of this Schedule **PROVIDED THAT** any company or organisation which appears on an approved list of affordable housing providers of one or more of the Host Boroughs current at the time of the submission shall be deemed to be approved as an Affordable Housing Provider for the relevant PDZ or SPDZ.
- 7.2 In considering any submission for Approval pursuant to paragraph 7.1 the LPA agrees to give favourable consideration to any company or organisation which has a staffed office with regular opening hours in one or more of the Host Boroughs which potential or existing tenants can visit to make housing-related enquiries.
- 7.3 The list submitted for Approval pursuant to paragraph 7.1 may include the London Legacy Development Corporation or any subsidiary company or the GLA subject to it being permitted under law to provide Affordable Housing.
- 7.4 The list of Affordable Housing Providers Approved for each PDZ or SPDZ may be reviewed by the Developer and the LPA upon submission of each Reserved Matters Application containing Affordable Housing and in the event any amendments to the list of Affordable Housing Providers are Approved following the review the list of Affordable Housing Providers for that PDZ or SPDZ shall be revised accordingly.

8. AFFORDABLE HOUSING CONTRACTS

- 8.1 The Developer will proceed diligently and with all due expedition to negotiate and enter into Affordable Housing Contracts in respect of the Affordable Housing Units.
- 8.2 The Developer shall notify the LPA in writing within 15 (fifteen) Working Days of entering into each Affordable Housing Contract.
- 8.3 Each Reserved Matters Application which includes Affordable Housing Units shall be accompanied by the following:
- 8.3.1 unless notice has already been served pursuant to paragraph 8.2 above in respect of the relevant Affordable Housing Units, written confirmation of the progress the Developer has made towards entering into an Affordable Housing Contract for the Affordable Housing Units which are the subject of the application and the Developer's best estimate of when an Affordable Housing Contract will be entered into; and
- 8.3.2 written confirmation from the Affordable Housing Provider with which the Developer has entered or intends to enter into an Affordable Housing Contract that it approves the form of Reserved Matters Application for the Affordable Housing Units.

9. LOCATION AND DISTRIBUTION OF AFFORDABLE HOUSING UNITS

- 9.1 The key principles for the general location and distribution of Affordable Housing Units shall be set out in the ZMP for each PDZ or SZMP for each SPDZ.
- 9.2 The general location and distribution of Affordable Housing Units shall be in accordance with the approved ZMP or approved SZMP.

10. DELIVERY OF AFFORDABLE HOUSING

- 10.1 Not more than 30% of Market Housing Units in each PDZ or SPDZ shall be Occupied until 20% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.
- 10.2 Not more than 60% of Market Housing Units in each PDZ or SPDZ shall be Occupied until 50% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.
- 10.3 Not more than 90% of Market Housing Units in each PDZ or SPDZ shall be Occupied until 100% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.

11. NOMINATIONS RIGHTS

- 11.1 The terms of each Transfer of Affordable Housing Units other than Intermediate Units to an Affordable Housing Provider shall impose a requirement on the Affordable Housing Provider to enter into Nominations Agreements in respect of the Affordable Housing Units that are the subject of that Transfer to give effect to the following agreed split of nomination rights:
 - 11.1.1 10% for the GLA;
 - 11.1.2 40% for the Host Borough in whose area the Affordable Housing Units are located;
 - 11.1.3 10% for Affordable Housing Provider;
 - 11.1.4 30% for the East London Housing Partnership Sub-Region;
 - 11.1.5 10% for the London Legacy Development Corporation unless at the date of the Transfer the London Legacy Development Corporation has not established a nomination mechanism in which case the 10% shall be allocated for the GLA.
- 11.2 The terms of each Transfer of Intermediate Units to an Affordable Housing Provider shall impose a requirement on the Affordable Housing Provider to enter into a Service Level Agreement in respect of the Shared Ownership Units that are the subject of that Transfer.

12. ANNUAL RETURNS INFORMATION

- 12.1 The Developer will procure that each Affordable Housing Provider provides annual returns to the LPA in relation to each PDZ and SPDZ with details of:
 - 12.1.1 the initial purchaser or tenant of each Affordable Housing Unit and its tenure;
 - 12.1.2 the household income of such initial purchaser or tenant;
 - 12.1.3 the ethnicity of such initial purchaser or tenant (where available);
 - 12.1.4 for Intermediate Units, the initial purchase price of the Unit and the initial percentage equity share bought;
 - 12.1.5 the total monthly housing costs for each Affordable Housing Unit, including service and estate charges but showing such charges as separate figures;
 - 12.1.6 the location of the purchaser or tenant's previous accommodation by local authority area; and

12.1.7 the purchaser or tenant's present occupation,

in each case in relation to the Affordable Housing Units within that PDZ or SPDZ, the first of such returns to be submitted 6 (six) months following first Occupation of the Affordable Housing Units within the PDZ or SPDZ in question and the last of such returns to be submitted 6 (six) months following the last Occupation of the Affordable Housing Units within the PDZ or SPDZ in question.

13. **MANAGEMENT AND SERVICE CHARGES**

13.1 It is acknowledged and agreed by the LPA and the Developer that:

13.1.1 estate and/or service charges will be payable by occupiers of the Affordable Housing Units in addition to being payable by occupiers of the Market Housing Units;

13.1.2 service charges for the Affordable Housing Units will be calculated separately from the Market Housing Units;

13.1.3 owners and occupiers of Market Housing Units and commercial premises at the Development will not be expected to subsidise the charges payable by owners and occupiers of Affordable Housing Units; and

13.1.4 it is the Developer's intention that the aggregate service charges to be payable by the occupiers of the Affordable Housing Units will be affordable (as determined by the Developer and the Affordable Housing Provider).

13.2 Before the submission of each Reserved Matters Application which includes Affordable Housing Units to the Local Planning Authority, the Developer will submit for information purposes an estimate of the initial service charges for the Affordable Housing Units proposed in that submission to the Local Planning Authority.

14. **GENERAL PROVISIONS**

14.1 The provisions of this Schedule will not bind:

14.1.1 any mortgagee of the Affordable Housing Provider nor any mortgagee of the owner for the time being of any leasehold interest in any of the Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to such Affordable Housing Provider or owner and who exercises any power of sale;

14.1.2 any person who has acquired 100% of the equity in a Shared Ownership Unit through Staircasing;

14.1.3 any person who exercises any right to buy or acquire an Affordable Housing Unit pursuant to a right under the Housing Act 1985 or the Housing Act 1996 or any other statutory power; or

14.1.4 the successors in title to the persons described in paragraphs 14.1.1 to 14.1.3 above.

14.2 The Developer will procure that the Transfer of any Intermediate Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Intermediate Unit the Affordable Housing Provider will impose obligations on the purchaser of such lease in similar terms to those stated in paragraph 14.3.

14.3 Subject to paragraph 14.6, where the owner of any Intermediate Unit wishes to sell his equity share in such unit:

- 14.3.1 the consideration for any such sale will be restricted to the Model Shared Ownership Lease Market Value of the equity share at the time of sale;
- 14.3.2 the owner must notify the Affordable Housing Provider of his wish to sell and the Affordable Housing Provider will then notify the Homebuy Agent and the unit will be offered to persons on the Homebuy Agent List by the Homebuy Agent;
- 14.3.3 after a period of 8 (eight) weeks from the date of notification to the Affordable Housing Provider, the Homebuy Agent may continue to identify prospective purchasers, but the owner of the unit in question shall be entitled to place the property with an estate agent and sell it privately on the open market if not already sold and shall not be bound to accept the nomination from the Homebuy Agent and the provisions of paragraph 15 shall cease to apply to such unit,

PROVIDED THAT if the owner has not sold the equity share in his Affordable Housing Unit after a period of 6 (six) months from the date of notification to the Affordable Housing Provider, there shall be deemed for the purpose of paragraph 15 to be no need for the Affordable Housing Unit and the Developer (or any person nominated by the Developer for that purpose) may purchase the owner's equity share and subsequently sell the Affordable Housing Unit on the open market as a Market Housing Unit.

- 14.4 The terms of the Transfer of any Shared Ownership Units and (subject to paragraph 14.5) any Shared Equity Units to an Affordable Housing Provider will require the Affordable Housing Provider to include a provision in each lease of a Shared Ownership Unit and each lease of a Shared Equity Unit giving the Affordable Housing Provider a right of pre-emption in respect of each such lease for the period from the grant of the lease until the expiry of 21 years following final Staircasing entitling the Affordable Housing Provider to buy the lease back at the Market Value upon sale by the tenant.
- 14.5 In the event that any right of pre-emption is exercised pursuant to paragraph 14.4, and subject to paragraphs 14.6 and 15, on any subsequent disposal the Affordable Housing Provider will not dispose of more than the equity share purchased from the tenant and will conduct such disposal in accordance with paragraph 14.3.
- 14.6 The terms of the Transfer of any Intermediate Units to an Affordable Housing Provider may require the Affordable Housing Provider to include a provision in the lease of each such unit giving the Developer (or any person nominated by the Developer for that purpose) a right with effect from 25 years after the first disposal of each such unit of pre-emption in respect of such lease entitling the Developer (or any person nominated by the Developer for that purpose) to purchase the lease at the Open Market Value upon sale by the tenant and sell it on the open market as a Market Housing Unit and the difference between the proceeds of sale received by the Developer (or any person nominated by the Developer for that purpose) upon such disposal on the open market (less any costs incurred in relation to the disposal) and the purchase price paid to the tenant (plus any costs incurred in relation to the purchase) will be allocated to the Developer (or any person nominated by the Developer for that purpose).
- 14.7 Save in respect of:
 - 14.7.1 any antecedent breach; or
 - 14.7.2 any equity interest retained by the Developer in respect of any Affordable Housing Units,

with effect from the date of Transfer of any Affordable Housing Units to an Affordable Housing Provider in accordance with this Schedule, the Developer will not be liable for the performance of the obligations in this Schedule in relation to those Affordable Housing Units unless and until the Developer re-acquires an interest in the relevant Affordable Housing Units.

- 14.8 Upon the Transfer of any Affordable Housing Units to an Affordable Housing Provider and subject to paragraph 14.7, the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

15. **RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS**

- 15.1 Unless otherwise agreed by the LPA and subject to the terms of this Schedule and any Nominations Agreement or Service Level Agreement:

15.1.1 no Social Rented Unit provided under the terms of this Schedule shall be Occupied other than as a Social Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Social Rented Unit; and

15.1.2 no Affordable Rented Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Unit; and

15.1.3 no Intermediate Unit provided under the terms of this Schedule shall be Occupied other than as an Intermediate Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting (prior to final Staircasing) save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Intermediate Unit;

in each case for so long only as the need exists for the tenure of Affordable Housing in question, such need to be determined by Local Planning Authority, and in the event that the LPA agrees with the Developer (or any person nominated by the Developer for that purpose) that the need no longer exists for the Affordable Housing Units in question then those Affordable Housing Units may be sold on the open market as Market Housing Units.

16. **SHELTERED HOUSING FACILITY**

- 16.1 Where a notice is served by the Developer pursuant to paragraph 2.1 of Schedule 5, the Sheltered Housing Facility shall be provided as part of the Affordable Housing

Units pursuant to the provisions of this Schedule subject to the following additional requirements:

- 16.1.1 for the purposes of paragraph 7 of this Schedule the Affordable Housing Provider to whom the Sheltered Housing Facility is to be transferred must also be a development or management specialist in older people's accommodation and approved by the LPA for these purposes **PROVIDED THAT** any company or organisation which appears on an approved list of providers of this type of accommodation of one or more of the Host Boroughs current at the time of the submission shall be deemed to be approved as an Affordable Housing Provider for the relevant PDZ or SPDZ;
- 16.1.2 the terms of Transfer for the Sheltered Housing Facility to an Affordable Housing Provider shall contain provisions which ensure that the Sheltered Housing Facility is to be used for the provision and operation of specialist accommodation for older people where care services are provided or facilitated and for no other purpose.

17. APPROVAL

- 17.1 The LPA shall confirm whether or not it approves the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 within:
 - 17.1.1 20 (twenty) Working Days of receipt of the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 from the Developer, or
 - 17.1.2 where the LPA decides that it needs to report the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 to its planning committee, 40 (forty) Working Days of receipt of such list or such revisions

PROVIDED THAT where paragraph 17.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such list or such revisions from the Developer and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such list or such revisions the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

18. VIABILITY REVIEW MECHANISM

- 18.1 Where the operation of the viability review mechanism pursuant to Schedule 15 in respect of PDZs 2, 4, or 12 or in respect of SPDZs 1A, 1B, 5A, 5B, 8A or 8B results in the approval of a ZMP or SZMP with:
 - 18.1.1 less than the relevant applicable quantum of Affordable Housing set out in paragraph 1.3;
 - 18.1.2 a different tenure mix to that set out in paragraph 2.3;
 - 18.1.3 a unit size mix outside the Site Wide ranges set out in paragraph 3.2;
 - 18.1.4 different Affordability Criteria to that set out in paragraph 6

the Affordable Housing provision approved as part of the ZMP or SZMP shall be delivered in accordance with the approved ZMP or SZMP.

SCHEDULE 4

FAMILY HOUSING

RECITALS

- (A) The Planning Application proposes that a range of housing typologies will be used in the Development to provide a range of units that will create mixed and balanced communities.
- (B) The Planning Application proposed not less than 42% of Residential Units constructed at the Development would be provided as Family Housing, subject to the operation of the viability review mechanism in Schedule 15. However, as a result of Condition LCS0.290, not less than 40% of the Residential Units constructed at the Development shall be provided as Family Housing, subject to the operation of the viability review mechanism in Schedule 15.
- (C) It has been agreed that in PDZ6 not less than 75% of Residential Units to be constructed will be Family Housing.

DEFINITIONS

"Family Housing" means Residential Units with three or more bedrooms;

"Relevant Family Housing Target Provision" means the percentage of Residential Units to be provided as Family Housing in each PDZ as identified in paragraph 1.3.

OPERATIVE PROVISIONS

1. **FAMILY HOUSING**
- 1.1 Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 40% of Residential Units constructed at the Development shall be provided as Family Housing.
- 1.2 Not less than 75% of Residential Units constructed in PDZ6 shall be provided as Family Housing.
- 1.3 Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ6 the site wide target of 40% Family Housing referred to paragraph 1.1 of this Schedule shall be provided in the following proportions:

PDZ	Percentage of Residential Units to be provided as Family Housing
1A	16%
1B	23%
2	27%
4	61%
5A	53%
5B	46%

8A	38%
8B	39%
12	46%

and for the avoidance of doubt the Developer shall be entitled to exceed the above percentages.

- 1.4 Where the operation of the viability review mechanism pursuant to Schedule 15 in respect of PDZs 1, 2, 4, 5, 8 or 12 results in the approval of a ZMP with less than the Relevant Family Housing Target Provision, the quantum of Family Housing approved as part of the ZMP shall be delivered in that PDZ in lieu of the Relevant Family Housing Target Provision.

SCHEDULE 5

SHELTERED HOUSING

RECITALS

- (A) The Planning Application proposes that 4,000m² of residential floorspace will be used to provide a Sheltered Housing Facility providing a minimum of 40 beds to meet the needs of the Development.
- (B) It is agreed that the Sheltered Housing Facility will be constructed in PDZ8 (or an alternative PDZ as may be agreed between the Developer and the LPA).

DEFINITIONS

- "Sheltered Housing Contract"** means a binding contract between the Developer and a Sheltered Housing Provider for the construction and Transfer of a Sheltered Housing Facility to the Sheltered Housing Provider;
- "Sheltered Housing Facility"** means a facility with a total floor area of not less than 4,000 square metres providing a minimum of 40 beds and built in accordance with best practice, guidance and policy for accommodation of this type current at the date of submission of the Reserved Matters application which includes the Sheltered Housing Facility;
- "Sheltered Housing Providers"** means development or management specialists in older people's accommodation;
- "Transfer"** means a freehold transfer or grant of a lease for a term of at least 125 years containing provisions which ensure that the Sheltered Housing Facility is to be used for the provision and operation of specialist accommodation for older people where care services are provided or facilitated and for no other purpose.

OPERATIVE PROVISIONS

1. LOCATION OF SHELTERED HOUSING FACILITY

Save where an alternative location for the Sheltered Housing Facility has been approved as part of a ZMP for a different PDZ, the location of the Sheltered Housing Facility shall be identified as part of the ZMP for PDZ8.

2. AFFORDABLE HOUSING

2.1 Where prior to the submission of the ZMP for the PDZ in which the Sheltered Housing Facility is to be provided the Developer has served written notice on the LPA of its intention to provide the Sheltered Housing Facility as part of the Affordable Housing Units in that PDZ:

2.1.1 the Sheltered Housing Facility shall be provided in accordance with the provisions of Schedule 3 and paragraphs 1 and paragraph 4 of this Schedule; and

- 2.1.2 paragraph 3 of this Schedule shall not apply.
- 2.2 Where no written notice is served in accordance with paragraph 2.1 above, the Sheltered Housing Facility shall not be provided as part of the Affordable Housing Units and all of the following provisions of this Schedule shall apply to the provision of the Sheltered Housing Facility.
3. **MARKETING OF SHELTERED HOUSING FACILITY**
- 3.1 The Developer will proceed diligently and with all due expedition to:
- 3.1.1 market the Sheltered Housing Facility to Sheltered Housing Providers; and
- 3.1.2 negotiate and enter into a Sheltered Housing Contract.
- 3.2 The Developer shall notify the LPA in writing within 15 (fifteen) Working Days of entering into a Sheltered Housing Contract.
- 3.3 Any Reserved Matters application which includes the Sheltered Housing Facility shall be accompanied by the following:
- 3.3.1 unless notice has already been served pursuant to paragraph 3.2 above, written confirmation of the progress the Developer has made towards entering into a Sheltered Housing Contract and the Developer's best estimate of when a Sheltered Housing Contract will be entered into; and
- 3.3.2 written confirmation from the Sheltered Housing Provider with which the Developer has entered or intends to enter into a Sheltered Housing Contract that it approves the form of Reserved Matters application for the Sheltered Housing Facility.
4. **DELIVERY OF SHELTERED HOUSING FACILITY**
- 4.1 Where the Sheltered Housing Facility is provided in PDZ8, not more than 40% of Residential Units in PDZ8 shall be Occupied until the Sheltered Housing Facility has been constructed to Shell and Core Standard and Transferred to a Sheltered Housing Provider.
- 4.2 Where the Sheltered Housing Facility is provided in a PDZ other than PDZ8, not more than 65% of the Residential Units in that PDZ shall be Occupied until the Sheltered Housing Facility has been constructed to Shell and Core Standard and Transferred to a Sheltered Housing Provider.

SCHEDULE 6

HEALTHCARE FACILITIES

RECITALS

- (A) The Planning Application acknowledges the need to provide facilities for primary healthcare as part of the Development. This Schedule 6 involves a commitment to provide a quantum of floorspace, with one Healthcare Facility being provided in PDZ4 and a possible two Healthcare Facilities being provided in each of PDZ6 and PDZ8.
- (B) It is acknowledged by the LPA and the Developer that changes to the provision of healthcare facilities may come forward during the course of the construction of the Development. Therefore, there is the need to retain flexibility as to the size and type of the LCS Healthcare Facilities provided for herein.

DEFINITIONS

"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;
"Clinical Commissioning Groups"	means bodies corporate known as clinical commissioning groups to be established in accordance with the Health and Social Care Act 2012;
"Health Working Group"	means the health working group established and operated in accordance with Conditions LCS0.243 and LCS0.244;
"Healthcare Alternative Triggers"	means alternative trigger points for the Healthcare Triggers;
"Healthcare Facility"	means a facility providing healthcare which could include some of the following: <ol style="list-style-type: none">1. waiting room, record storage, reception, practice manager, general admin/secretarial and a small meeting room, communications room, staff rest space, nurse store, stores, trainer/trainee space, multipurpose room, education/training/large meeting room facility;2. general practitioner consulting space, treatment/minor surgery, phlebotomy and NHS dental services;3. primary care teams consisting of interdisciplinary groups of general practitioners, nurses, midwives, health care assistants, home helpers, physiotherapists, occupational therapists and social workers;4. support services including childcare, clinical nutrition, community work, medical care administration, mental health, speech and language therapy, traveller health/community social inclusion, podiatry, psychology, public health nursing, rehab support, family planning, imaging and outpatient

services

together with ancillary complementary health-related businesses (including pharmacy services) and/or patient-related commercial services (such as coffee shop concessions);

"Healthcare Facility Consultations"

means each of the PDZ6 Healthcare Facility Consultation, the PDZ4 Healthcare Facility Consultation, the PDZ4/PDZ8 Healthcare Facility Consultation, and the PDZ8 Second Healthcare Facility Consultation and **"Healthcare Facility Consultation"** means any one of the PDZ6 Healthcare Facility Consultation, the PDZ4 Healthcare Facility Consultation, the PDZ4/PDZ8 Healthcare Facility Consultation and the PDZ8 Second Healthcare Facility Consultation as applicable in the context;

"Healthcare Facility Lease"

means a legally binding lease for each of the LCS Healthcare Facilities;

"Healthcare Facility Reports"

means each of the PDZ6 Healthcare Facility Report, the PDZ4 Healthcare Facility Report, the PDZ4/PDZ8 Healthcare Facility Report and the PDZ8 Second Healthcare Facility Report and **"Healthcare Facility Report"** means any one of the PDZ6 Healthcare Facility Report, the PDZ4 Healthcare Facility Report, the PDZ4/PDZ8 Healthcare Facility Report and the PDZ8 Second Healthcare Facility Report as applicable in the context;

"Healthcare Facilities Cost Cap"

means the total cost of constructing and fitting out each of the LCS Healthcare Facilities calculated by:

1. in respect of the PDZ6 Healthcare Facility, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ6 Healthcare Facility which is provided at nil consideration) to the GIA of the PDZ6 Healthcare Facility (such GIA to be determined through the PDZ6 Healthcare Facility Report);
2. in respect of the PDZ4 Healthcare Facility, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ4 Healthcare Facility which is provided at nil consideration) to the GIA of the PDZ4 Healthcare Facility (such GIA to be determined through the PDZ4 Healthcare Facility Report) **AND** adding any Uncommitted PDZ6 Healthcare Facilities Cost Cap;
3. in respect of the PDZ4 Healthcare Facility Extension, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ4 Healthcare Facility Extension which is provided at nil consideration) to the GIA of the PDZ4 Healthcare Facility Extension (such GIA to be determined through the PDZ4/PDZ8 Healthcare Facility Report) **AND** adding any Uncommitted PDZ6 Healthcare Facilities Cost Cap to the extent not expended on

the PDZ4 Healthcare Facility;

4. in respect of the PDZ8 Healthcare Facility, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ8 Healthcare Facility which is provided at nil consideration) to the GIA of the PDZ8 Healthcare Facility (such GIA to be determined through the PDZ4/PDZ8 Healthcare Facility Report or the PDZ8 Second Healthcare Facility Report) **AND**, if the PDZ4 Healthcare Facility Extension has been provided or otherwise pursuant to paragraphs 3.4.3, 4.5 or 4.7 adding any Uncommitted PDZ4 Healthcare Facilities Cost Cap;

"Healthcare Service Provider"

means providers of primary healthcare services (who, as at the date hereof, are anticipated to be the NHS Commissioning Board and Clinical Commissioning Groups);

"Healthcare Triggers"

means any or all of the triggers in paragraphs 1, 2, 4 and 5 to:

1. secure a Healthcare Service Provider;
2. Commence construction of the LCS Healthcare Facilities;
3. Complete the construction of the LCS Healthcare Facilities;
4. to enter into the Healthcare Facility Leases or use Reasonable Endeavours to enter into the Healthcare Facility Leases; and
5. make available the LCS Healthcare Facilities for Occupation and fitting out by the lessees of the LCS Healthcare Facilities;

"HF Reserved Matters Application"

means any application for Reserved Matters in respect of a LCS Healthcare Facility **SAVE THAT:**

1. in the event the LCS Healthcare Facility is to be co-located with another facility or use the term "HF Reserved Matters Application" shall not include a Reserved Matters application in respect of scale; and
2. in the event the LCS Healthcare Facility is to be provided within another facility or use the term "HF Reserved Matters Application" shall not include Reserved Matters applications in respect of scale and layout;

"LCS Healthcare Facilities"

means healthcare facilities comprising each of the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility, the PDZ4 Healthcare Facility Extension and the PDZ8 Healthcare Facility and "**LCS Healthcare Facility**" shall mean any one of the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility, the PDZ4 Healthcare Facility Extension and the PDZ8 Healthcare Facility as applicable in the context;

"NHS Commissioning Board"	means the body corporate to be known as the National Health Service Commissioning Board and which is to be established in accordance with the Health and Social Care Act 2012;
"PDZ4 Healthcare Facility Extension"	means an extension to the PDZ4 Healthcare Facility of a size (being no more than the difference between the size of the PDZ4 Healthcare Facility as provided and 2,554sq m GEA) and type to be determined through the Approved PDZ4/PDZ8 Healthcare Facility Report and to be provided in accordance with paragraphs 3 and 4;
"PDZ4 Healthcare Facility"	means a Healthcare Facility to be located in PDZ4 of a size (up to 2,554sq m GEA) and type to be determined through the PDZ4 Healthcare Facility Report approved by the LPA and to be provided in accordance with paragraph 2;
"PDZ4 Healthcare Facility Consultation"	<p>means a consultation with the Health Working Group on:</p> <ol style="list-style-type: none"> 1. the proposed type and size of the PDZ4 Healthcare Facility; and 2. whether the Healthcare Triggers for the PDZ4 Healthcare Facility are appropriate; <p>having regard in all instances to the capacity at existing and proposed (being healthcare facilities that will be delivered within the following 6 (six) months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;</p>
"PDZ4 Healthcare Facility Report"	means a report prepared by the Developer setting out the results of the PDZ4 Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ4 Healthcare Facility Consultation) and in the event the results of the PDZ4 Healthcare Facility Consultation indicate that the Healthcare Triggers are not appropriate for the PDZ4 Healthcare Facility, the report will also propose Healthcare Alternative Triggers for the PDZ4 Healthcare Facility;
"PDZ4/PDZ8 Healthcare Facility Consultation"	<p>means a consultation with the Health Working Group on:</p> <ol style="list-style-type: none"> 1. whether there is a need to expand the PDZ4 Healthcare Facility (with or without the PDZ8 Healthcare Facility); 2. whether the PDZ8 Healthcare Facility is needed (with or without the PDZ4 Healthcare Facility Extension); 3. if there is a need to expand the PDZ4 Healthcare Facility, the proposed type and size of the PDZ4 Healthcare Facility Extension; 4. if there is a need to expand the PDZ4 Healthcare Facility, whether the Healthcare Triggers for the PDZ4 Healthcare Facility Extension are appropriate; 5. if the PDZ8 Healthcare Facility is needed, the

proposed type and size of the PDZ8 Healthcare Facility; and

6. if the PDZ8 Healthcare Facility is needed, whether the Healthcare Triggers for the PDZ8 Healthcare Facility are appropriate

where "need" is determined by reference to the needs of the anticipated total population of the Development having regard in all instances to the capacity at existing or proposed (being healthcare facilities that will be delivered within the following 6 months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;

"PDZ4/PDZ8 Healthcare Facility Report"

means a report prepared by the Developer setting out the results of the PDZ4/PDZ8 Healthcare Facility Expansion Consultation (such report to attach the written comments of the Health Working Group from the PDZ4/PDZ8 Healthcare Facility Expansion Consultation) and in the event:

1. the results of the PDZ4/PDZ8 Healthcare Facility Consultation indicate that the PDZ4 Healthcare Facility Extension is needed and that the Healthcare Triggers are not appropriate for the PDZ4 Healthcare Facility Extension, the report will also propose Healthcare Alternative Triggers for the PDZ4 Healthcare Facility Extension;
2. the results of the PDZ4/PDZ8 Healthcare Facility Consultation indicate that the PDZ8 Healthcare Facility is needed and that the Healthcare Triggers are not appropriate for the PDZ8 Healthcare Facility, the report will also propose Healthcare Alternative Triggers for the PDZ8 Healthcare Facility;

"PDZ6 Healthcare Facility"

means a Healthcare Facility to be located in PDZ6 of a size (up to 645 sq m GEA) and type to be determined through the PDZ6 Healthcare Facility Report approved by the LPA and to be provided in accordance with paragraph 1;

"PDZ6 Healthcare Facility Consultation"

means a consultation with the Health Working Group on:

1. whether the PDZ6 Healthcare Facility is needed;
2. if the PDZ6 Healthcare Facility is needed, the proposed type and size of the PDZ6 Healthcare Facility; and
3. if the PDZ6 Healthcare Facility is needed, whether the Healthcare Triggers for the PDZ6 Healthcare Facility are appropriate

where "need" is determined by reference to the needs of the anticipated total population of the Development having regard in all instances to the capacity at existing or proposed (being healthcare facilities that will be delivered within the following 6 months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the

anticipated total population of the Development;

"PDZ6 Healthcare Facility Report"

means a report prepared by the Developer setting out the results of the PDZ6 Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ6 Healthcare Facility Consultation) and in the event the results of the PDZ6 Healthcare Facility Consultation indicate that the Healthcare Triggers are not appropriate for the PDZ6 Healthcare Facility, the report will also propose Healthcare Alternative Triggers for the PDZ6 Healthcare Facility;

"PDZ8 Healthcare Facility"

means a Healthcare Facility to be located in PDZ8 of a size (up to 645 sq m GEA) and type to be determined through the PDZ4/PDZ8 Healthcare Facility Report or the PDZ8 Second Healthcare Facility Report approved by the LPA and to be provided in accordance with paragraph 5;

"PDZ8 Second Healthcare Facility Consultation"

means a consultation with the Health Working Group on:

1. whether the PDZ8 Healthcare Facility is needed;
2. if the PDZ8 Healthcare Facility is needed, the proposed type and size of the PDZ8 Healthcare Facility; and
3. if the PDZ8 Healthcare Facility is needed, the triggers by which the Developer is to:
 - 3.1 secure a Healthcare Service Provider,
 - 3.2 Commence construction of the PDZ8 Healthcare Facility,
 - 3.3 complete the construction of the PDZ8 Healthcare Facility,
 - 3.4 enter into the Healthcare Facility Lease or use Reasonable Endeavours to enter into the Healthcare Facility Leases for the PDZ8 Healthcare Facility; and
 - 3.5 make available the PDZ8 Healthcare Facility for Occupation;

where "need" is determined by reference to the needs of the anticipated total population of the Development having regard in all instances to the capacity at existing or proposed (being healthcare facilities that will be delivered within the following 6 months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;

"PDZ8 Second Healthcare Facility Report"

means a report prepared by the Developer setting out the results of the PDZ8 Second Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ8 Second Healthcare Facility Consultation) and, where the PDZ8 Healthcare Facility is needed, recommending the triggers by which the Developer is to:

1. secure a Healthcare Service Provider;
2. Commence construction of the PDZ8 Healthcare Facility;
3. Complete the construction of the PDZ8 Healthcare Facility;
4. enter into the Healthcare Facility Lease or use Reasonable Endeavours to enter into the Healthcare Facility Lease for the PDZ8 Healthcare Facility; and
5. make available the PDZ8 Healthcare Facility for Occupation;

**"Uncommitted PDZ4
Healthcare Facilities Cost
Cap"**

means A LESS B where:

1. **A** = £2,574 per sq m Indexed multiplied by C;
2. **C** = 2,426 sq m GIA LESS the GIA of the PDZ4 Healthcare Facility provided pursuant to paragraphs 2.10 or 2.12 and, where the PDZ4 Healthcare Facility Extension is to be provided pursuant to paragraphs 4.5 or 4.7, LESS the GIA of the PDZ4 Healthcare Facility Extension so provided;
3. **B** = £1,814 per sq m Indexed multiplied by C

**"Uncommitted PDZ6
Healthcare Facilities Cost
Cap"**

means A LESS B where:

1. **A** = £2,574 per sq m Indexed multiplied by C;
2. **C** = 645 sq m GIA or, where the PDZ6 Healthcare Facility is to be provided pursuant to paragraphs 1.8 or 1.10, 645 sq m GIA LESS the GIA of the PDZ6 Healthcare Facility so provided;
3. **B** = £1,814 per sq m Indexed multiplied by C

**"Uncommitted PDZ8
Healthcare Facilities Cost
Cap"**

means A LESS B where:

1. **A** = £2,574 per sq m Indexed multiplied by C;
2. **C** = 613 sq m GIA or, where the PDZ8 Healthcare Facility is to be provided pursuant to paragraphs 5.5, 5.7 or 5.14, 613 sq m GIA LESS the GIA of the PDZ8 Healthcare Facility so provided;
3. **B** = £1,814 per sq m Indexed multiplied by C

OPERATIVE PROVISIONS

1. PDZ6 HEALTHCARE FACILITY

- 1.1 The Developer shall not Occupy more than 300 (three hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ6 Healthcare Facility Consultation.
- 1.2 The Developer shall carry out the PDZ6 Healthcare Facility Consultation and prepare the PDZ6 Healthcare Facility Report in accordance with paragraph 6.3.
- 1.3 Where the Approved PDZ6 Healthcare Facility Report recommends that:
- 1.3.1 the PDZ6 Healthcare Facility is needed and the Healthcare Triggers for the PDZ6 Healthcare Facility are appropriate; or
 - 1.3.2 the PDZ6 Healthcare Facility is needed and the Healthcare Triggers for the PDZ6 Healthcare Facility are not appropriate, the remaining obligations in this paragraph 1 shall be deemed to be amended to reflect the Healthcare Alternative Triggers

AND

- 1.3.3 in respect of both scenarios set out in paragraphs 1.3.1 and 1.3.2, the Approved PDZ6 Healthcare Facility Report recommends that the PDZ6 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility

the Developer shall provide the PDZ6 Healthcare Facility in accordance with paragraphs 1.4 to 1.9 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ6 Healthcare Facility in accordance with such recommended size and type and references to PDZ6 Healthcare Facility in the remainder of this paragraph 1 shall be read accordingly.

- 1.4 By no later than the Occupation of 300 (three hundred) Residential Units which are permitted to be constructed in PDZ6 and prior to the submission of a HF Reserved Matters Application for the PDZ6 Healthcare Facility, the Developer shall:
- 1.4.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ6 Healthcare Facility;
 - 1.4.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ6 Healthcare Facility **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;
- 1.5 Prior to the submission of a HF Reserved Matters Application for the PDZ6 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ6 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ6 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ6 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility is not exceeded.
- 1.6 The Developer shall not submit a HF Reserved Matters Application for the PDZ6 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ6

- Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ6 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ6 Healthcare Facility of such HF Reserved Matters Application.
- 1.7 The Developer shall not Occupy more than 400 (four hundred) Residential Units which are permitted to be constructed in PDZ6 unless and until construction work on the PDZ6 Healthcare Facility has Commenced.
- 1.8 The Developer shall not Occupy more than 650 (six hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until:
- 1.8.1 the PDZ6 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 1.5;
- 1.8.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ6 Healthcare Facility on the heads of terms Approved pursuant to paragraph 1.4.2 and either:
- (a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or
- (b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "**First Offer Period**");
- 1.8.3 the PDZ6 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 1.9 Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 1.4.2 to the Healthcare Property Provider for the PDZ6 Healthcare Facility and the provisions of paragraph 1.8 shall re-apply.
- 1.10 Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ6 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ6 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ6 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 1.11 Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such

Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ6 Healthcare Facility.

1.12 Where the Approved PDZ6 Healthcare Facility Report recommends that the PDZ6 Healthcare Facility is not needed, the Developer shall not be required to provide the PDZ6 Healthcare Facility notwithstanding the PDZ6 Healthcare Facility is shown on the ZMP for PDZ6 approved pursuant to Condition LCS0.1.

1.13 Where:

1.13.1 the PDZ6 Healthcare Facility is provided pursuant to paragraphs 1.8 or 1.9;
or

1.13.2 the PDZ6 Healthcare Facility is not provided pursuant to paragraph 1.12

the Developer shall increase the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility by the amount of any Uncommitted PDZ6 Healthcare Facilities Cost Cap.

1.14 Within 20 (twenty) Working Days of the PDZ6 Healthcare Facility Report being Approved the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility will be utilised and the amount (together with reasonable comparable evidence and the necessary calculations), if any, of the Uncommitted PDZ6 Healthcare Facilities Cost Cap that is available for the purposes of paragraph 1.13.

2. PDZ4 HEALTHCARE FACILITY

2.1 The Developer shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ4 Healthcare Facility Consultation.

2.2 The Developer shall not carry out the PDZ4 Healthcare Facility Consultation unless and until at least 1,300 (one thousand three hundred) Residential Units which are permitted to be constructed across the Development have been Occupied.

2.3 The Developer shall carry out the PDZ4 Healthcare Facility Consultation and prepare the PDZ4 Healthcare Facility Report in accordance with paragraph 6.3.

2.4 Following the Approval of the PDZ4 Healthcare Facility Report, the Developer shall provide the PDZ4 Healthcare Facility in accordance with paragraphs 2.5 to 2.14 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ4 Healthcare Facility in accordance with the size and type as approved in the Approved PDZ4 Healthcare Facility Report.

2.5 Where the Approved PDZ4 Healthcare Facility Report recommends that the Healthcare Triggers for the PDZ4 Healthcare Facility are not appropriate, the remaining obligations in this paragraph 2 shall be deemed to be amended to reflect the Healthcare Alternative Triggers.

2.6 By no later than the Occupation of 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development and prior to the submission of a HF Reserved Matters Application for the PDZ4 Healthcare Facility, the Developer shall:

2.6.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ4 Healthcare Facility;

- 2.6.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ4 Healthcare Facility **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;
- 2.7 Prior to the submission of a HF Reserved Matters Application for the PDZ4 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ4 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ4 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ4 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility is not exceeded.
- 2.8 The Developer shall not submit a HF Reserved Matters Application for the PDZ4 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ4 Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ4 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ4 Healthcare Facility of such HF Reserved Matters Application.
- 2.9 The Developer shall not Occupy more than 2,500 (two thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until construction work on the PDZ4 Healthcare Facility has Commenced.
- 2.10 The Developer shall not Occupy more than 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development unless and until:
- 2.10.1 the PDZ4 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 2.7;
- 2.10.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ4 Healthcare Facility on the heads of terms Approved pursuant to paragraph 2.6.2 and either:
- (a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or
- (b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "**First Offer Period**");
- 2.10.3 the PDZ4 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 2.11 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved

pursuant to paragraph 2.6.2 to the Healthcare Service Provider for the PDZ4 Healthcare Facility and the provisions of paragraph 2.10 shall re-apply.

- 2.12 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ4 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ4 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ4 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 2.13 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ4 Healthcare Facility.
- 2.14 Where the Approved PDZ4 Healthcare Facility Report recommends that the size of the PDZ4 Healthcare Facility should be less than 2,544 sq m GEA, the provisions of paragraphs 2.15, 2.16, 3 and 4 shall apply.
- 2.15 The Developer shall safeguard an area adjacent to the PDZ4 Healthcare Facility equivalent to the difference between 2,544 sq m GEA and the recommended size in the Approved PDZ4 Healthcare Facility Report which for the avoidance of doubt could include equivalent floorspace within the building accommodating the PDZ4 Healthcare Facility in the event the Developer decides to construct a building of 2,544sq m GEA to accommodate within that building the recommended smaller area for the PDZ4 Healthcare Facility (the "**PDZ4 Safeguarded Area**"), such PDZ4 Safeguarded Area to be detailed in the HF Reserved Matters Application for the PDZ4 Healthcare Facility.
- 2.16 Subject to paragraph 3.4.3, the Developer shall not carry out any works on the PDZ4 Safeguarded Area that would prevent any future expansion of the PDZ4 Healthcare Facility to be carried out in accordance with the provisions and Healthcare Triggers contained in paragraphs 3 and 4 and for the avoidance of doubt this paragraph does not prevent any interim Uses being located on the Safeguarded Area **PROVIDED ALWAYS THAT** such Interim Uses shall not prevent any future expansion of the PDZ4 Healthcare Facility to be carried out in accordance with the provisions and Healthcare Triggers contained in paragraphs 3 and 4.
- 2.17 Within 20 (twenty) Working Days of the PDZ4 Healthcare Facility Report being Approved, the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility has been utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PDZ6 Healthcare Facilities Cost Cap that will remain available for the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility Extension.

3. **PDZ4 HEALTHCARE FACILITY EXTENSION AND PDZ8 HEALTHCARE FACILITY CONSULTATION**

- 3.1 The Developer shall not Occupy more than 2,500 (two thousand five hundred) Residential Units which are permitted to be constructed across the Development

unless and until the Developer has commenced the PDZ4/PDZ8 Healthcare Facility Consultation.

- 3.2 The Developer shall not carry out the PDZ4/PDZ8 Healthcare Facility Consultation unless and until at least 2,300 (two thousand three hundred) Residential Units which are permitted to be constructed across the Development have been Occupied.
- 3.3 The Developer shall carry out the PDZ4/PDZ8 Healthcare Facility Consultation and prepare the PDZ4/PDZ8 Healthcare Facility Report in accordance with paragraph 6.3.
- 3.4 Where the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that:
 - 3.4.1 the PDZ4 Healthcare Facility should be expanded, the Developer shall provide the PDZ4 Healthcare Facility Extension in accordance with paragraph 4 and the provisions in paragraph 3.5 shall apply; and/or
 - 3.4.2 the PDZ8 Healthcare Facility should be provided, the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.1 to 5.8 (inclusive) and the provisions in paragraph 3.6 shall apply; and/or
 - 3.4.3 the PDZ4 Healthcare Facility does not need to be expanded, the PDZ4 Safeguarded Area and the Developer shall be released from the safeguarding provisions in paragraphs 2.15 and 2.16; and/or
 - 3.4.4 the PDZ8 Healthcare Facility is not needed the provisions of paragraphs 5.9 to 5.16 (inclusive) shall apply.

3.5 Where the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that

- 3.5.1 the Healthcare Triggers for the PDZ4 Healthcare Facility Extension are appropriate; or
- 3.5.2 the Healthcare Triggers for the PDZ4 Healthcare Facility Extension are not appropriate, the obligations in paragraph 4 shall be deemed to be amended to reflect the Healthcare Alternative Triggers

AND

- 3.5.3 in respect of both scenarios set out in paragraphs 3.5.1 and 3.5.2, the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that the PDZ4 Healthcare Facility Extension should be of a certain size up to the PDZ4 Safeguarded Area and the type of primary healthcare facility

the Developer shall provide the PDZ4 Healthcare Facility Extension in accordance with paragraph 4 and shall proceed to procure a Healthcare Service Provider for the PDZ4 Healthcare Facility Extension in accordance with such recommended size and type and references to PDZ4 Healthcare Facility Extension in paragraph 4 shall be read accordingly.

3.6 Where the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that

- 3.6.1 the Healthcare Triggers for the PDZ8 Healthcare Facility are appropriate; or
- 3.6.2 the Healthcare Triggers for the PDZ8 Healthcare Facility are not appropriate, the obligations in paragraphs 5.9 to 5.16 (inclusive) shall be deemed to be amended to reflect the Healthcare Alternative Triggers

AND

- 3.6.3 in respect of both scenarios set out in paragraphs 3.6.1 and 3.6.2, the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that the PDZ8 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility

the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.9 to 5.16 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ8 Healthcare Facility in accordance with such recommended size and type and references to PDZ8 Healthcare Facility in paragraphs 5.9 to 5.16 (inclusive) shall be read accordingly.

4. PDZ4 HEALTHCARE FACILITY EXTENSION

- 4.1 By no later than the Occupation of 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development and prior to the submission of a HF Reserved Matters Application or (if applicable) a planning application for the PDZ4 Healthcare Facility Extension, the Developer shall:
- 4.1.1 secure the Healthcare Service Provider of the PDZ4 Healthcare Facility or another Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ4 Healthcare Facility Extension;
- 4.1.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ4 Healthcare Facility Extension **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;
- 4.2 Prior to the submission of a HF Reserved Matters Application or planning application (if applicable) for the PDZ4 Healthcare Facility Extension, the Developer shall agree with the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension the scope of works that the Developer will carry out and complete in order to construct the PDZ4 Healthcare Facility Extension (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility Extension being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ4 Healthcare Facility Extension such that the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility Extension is not exceeded.
- 4.3 The Developer shall not submit a HF Reserved Matters Application or planning application (if applicable) for the PDZ4 Healthcare Facility Extension unless and until a Healthcare Service Provider for the PDZ4 Healthcare Facility Extension has been secured. In submitting a HF Reserved Matters Application or planning application (if applicable) for the PDZ4 Healthcare Facility Extension, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension of such HF Reserved Matters Application or planning application (if applicable).
- 4.4 The Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until construction work on the PDZ4 Healthcare Facility Extension has Commenced.
- 4.5 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until:
- 4.5.1 the PDZ4 Healthcare Facility Extension has been completed in accordance with the scope of works agreed pursuant to paragraph 4.2;

4.5.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension on the heads of terms Approved pursuant to paragraph 4.1.2 and either:

(a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or

(b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "**First Offer Period**");

4.5.3 the PDZ4 Healthcare Facility Extension has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.

4.6 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility Extension is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 4.1.2 to the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension and the provisions of paragraph 4.5 shall re-apply.

4.7 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility Extension is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ4 Healthcare Facility Extension and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ4 Healthcare Facility Extension available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.

4.8 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility Extension is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ4 Healthcare Facility Extension.

4.9 Where:

4.9.1 the PDZ4 Healthcare Facility Extension is provided pursuant to paragraphs 4.5 or 4.7; or

4.9.2 the PDZ4 Healthcare Facility Extension is not provided pursuant to paragraph 3.4.3

any Uncommitted PDZ4 Healthcare Facilities Cost Cap shall be distributed as follows:

- 4.9.3 where the PDZ8 Second Healthcare Facility Report has yet to be submitted for Approval pursuant to paragraph 5 or such report submitted to the LPA for Approval recommends that the PDZ8 Healthcare Facility is needed the Developer shall add the Uncommitted PDZ4 Healthcare Facilities Cost Cap to the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility Extension; and
 - 4.9.4 where the PDZ8 Second Healthcare Facility Report is Approved and such Approved PDZ8 Second Healthcare Facility Report recommends that there is no need for the PDZ8 Healthcare Facility, the Developer shall pay the Uncommitted PDZ4 Healthcare Facilities Cost Cap to the LPA for the LPA to spend in accordance with Clause 8.5.
- 4.10 Within 20 (twenty) Working Days of the PDZ4/PDZ8 Healthcare Facility Report being Approved the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility will be utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PD4 Healthcare Facilities Cost Cap that will be available for the purposes of paragraph 4.9.

5. PDZ8 HEALTHCARE FACILITY

- 5.1 By no later than the Occupation of 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development and prior to the submission of a HF Reserved Matters Application for the PDZ8 Healthcare Facility, the Developer shall:
 - 5.1.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ8 Healthcare Facility; and
 - 5.1.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ8 Healthcare Facility **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;
- 5.2 Prior to the submission of a HF Reserved Matters Application for the PDZ8 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ8 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ8 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ8 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility is not exceeded.
- 5.3 The Developer shall not submit a HF Reserved Matters Application for the PDZ8 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ8 Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ8 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ8 Healthcare Facility of such HF Reserved Matters Application.
- 5.4 The Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until construction work on the PDZ8 Healthcare Facility has Commenced.
- 5.5 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed in PDZ8 unless and until:

- 5.5.1 the PDZ8 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 5.2;
- 5.5.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ8 Healthcare Facility on the heads of terms Approved pursuant to paragraph 5.1.2 and either:
- (a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or
 - (b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "**First Offer Period**");
- 5.5.3 the PDZ8 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 5.6 Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 5.1.2 to the Healthcare Service Provider for the PDZ8 Healthcare Facility and the provisions of paragraph 5.5 shall re-apply.
- 5.7 Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ8 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ8 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ8 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 5.8 Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ8 Healthcare Facility.
- 5.9 Where the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that the PDZ8 Healthcare Facility is not needed, the Developer shall by no later than 3 (three) months following the Approval of the PDZ4/PDZ8 Healthcare Facility Report submit to the LPA details of the location of an area no less than 645 sq m GEA within PDZ8 to be safeguarded for future development as the PDZ8 Healthcare Facility which for the avoidance of doubt could include equivalent floorspace within a building in the event the Developer decides to construct a building of 645sq m GEA (the "**PDZ8 Safeguarded Area**").

- 5.10 Subject to paragraph 5.16, the Developer shall not carry out any works on the PDZ8 Safeguarded Area that would prevent the future permanent development of the PDZ8 Healthcare Facility on the PDZ8 Safeguarded Area pursuant to this paragraph 5 and for the avoidance of doubt this paragraph does not prevent any Interim Uses being located on the PDZ8 Safeguarded Area **PROVIDED ALWAYS THAT** such Interim Uses shall not prevent any future permanent development of the PDZ8 Healthcare Facility to be carried out pursuant to this paragraph 5.
- 5.11 The Developer shall not Occupy more than 6,000 (six thousand) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ8 Second Healthcare Facility Consultation.
- 5.12 The Developer shall not carry out the PDZ8 Second Healthcare Facility Consultation unless and until at least 5,300 (five thousand three hundred) Residential Units which are permitted to be constructed across the Development have been Occupied.
- 5.13 The Developer shall carry out the PDZ8 Second Healthcare Facility Consultation and prepare the PDZ8 Second Healthcare Facility Report in accordance with paragraph 6.3.
- 5.14 Where the Approved PDZ8 Second Healthcare Facility Report recommends that:
- 5.14.1 the PDZ8 Healthcare Facility is needed; and
- 5.14.2 the PDZ8 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility
- 5.15 the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.1 to 5.8 (inclusive) but with the Healthcare Triggers in respect of such paragraphs revised as recommended in the Approved PDZ8 Second Healthcare Facility Report and the Developer shall proceed to procure a Healthcare Service Provider for the PDZ8 Healthcare Facility in accordance with such recommended size and type and references to PDZ8 Healthcare Facility in paragraphs 5.1 to 5.8 (inclusive) shall be read accordingly.
- 5.16 Where the Approved PDZ8 Second Healthcare Facility Report recommends that the PDZ8 Healthcare Facility is not needed the Developer shall not be required to provide the PDZ8 Healthcare Facility and the PDZ8 Safeguarded Area and the Developer shall be released from the safeguarding provisions contained in paragraphs 5.9 and 5.10.
- 5.17 Where:
- 5.17.1 the PDZ8 Healthcare Facility is provided pursuant to paragraphs 5.5, 5.7 or 5.14; or
- 5.17.2 the PDZ8 Healthcare Facility is not provided pursuant to paragraph 5.15
- the Developer shall pay Uncommitted PDZ8 Healthcare Facilities Cost Cap to the LPA for the LPA to be spend in accordance with Clause 8.5.
- 5.18 Within 20 (twenty) Working Days of the PDZ8 Second Healthcare Facility Report being Approved the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility will be utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PDZ8 Healthcare Facilities Cost Cap that is available for the purposes of paragraph 5.17.

6. GENERAL

- 6.1 Following the grant of a lease of each of the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility, the PDZ4 Healthcare Facility Extension and the PDZ8 Healthcare Facility and if and so long as such lease(s) (or any renewed or replacement lease(s) to the Healthcare Service Provider(s)) subsists, the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility, the PDZ4 Healthcare Facility Extension and the PDZ8 Healthcare Facility subject to such lease(s) shall not unless otherwise agreed in writing with the LPA be used other than for healthcare purposes for the benefit of the Development and, to the extent there is spare capacity following take up by the Development, of the residents in the local area.
- 6.2 The Developer covenants to submit to the Health Working Group (in addition to its obligations in respect of each Healthcare Facility Consultation) reports on the key stages of the selection of the Healthcare Service Provider, the procurement of the LCS Healthcare Facilities and the construction of the LCS Healthcare Facilities and to take into account any written comments from the Healthcare Working Group on such reports and where the Developer does not accept any such comments, the Developer shall provide a written explanation and justification to the Health Working Group of why the Developer does not accept such comments.
- 6.3 Each Healthcare Facility Consultation shall be carried out as follows unless otherwise agreed with the LPA:
- 6.3.1 each Healthcare Facility Consultation shall be commenced when the Developer issues written invitations to the members of the Health Working Group to take part in the Healthcare Facility Consultation. The invitation will set out the scope of the Healthcare Facility Consultation and will confirm the timescales set out below;
 - 6.3.2 not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph 6.3.1 the Developer shall hold a meeting with the Health Working Group to obtain the Health Working Group's initial views on the matters on which they are being consulted;
 - 6.3.3 not more than 10 (ten) Working Days following the meeting held pursuant to paragraph 6.3.2 the Health Working Group shall submit its formal written response on the Healthcare Facility Consultation to the Developer;
 - 6.3.4 not more than 10 (ten) Working Days following receipt of the Health Working Group's formal written response pursuant to paragraph 6.3.3 the Developer shall prepare a draft of the relevant Health Facility Report and shall submit the draft Health Facility Report to the Health Working Group for its review and comment;
 - 6.3.5 not more than 10 (ten) Working Days following receipt of the draft Health Facility Report pursuant to paragraph 6.3.4 the Health Working Group shall provide its written comments on the draft Health Facility Report to the Developer;
 - 6.3.6 not more than 10 (ten) Working Days following receipt of the Health Working Group's comments pursuant to paragraph 6.3.5 the Developer shall prepare the final Health Facility Report taking into account such comments and the final Health Facility Report shall set out how the Developer has taken into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated. The Developer shall issue the final Health Facility Report to the LPA for Approval.

7. APPROVAL

- 7.1 The LPA shall confirm whether or not it approves each Health Facility Report, the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, 2.6.2, 4.1.2 and 5.1.2 and each report submitted pursuant to paragraphs 1.14, 2.17, 4.10 and 5.18 within:
- 7.1.1 10 (ten) Working Days of receipt of such Health Facility Report or the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, 2.6.2, 4.1.2 and 5.1.2 or each report submitted pursuant to paragraphs 1.14, 2.17, 4.10 and 5.18 (as applicable) from the Developer, or
 - 7.1.2 where the Health Working Group has not provided written comments on the draft Health Facility Report in accordance with paragraph 6, 20 (twenty) Working Days; or
 - 7.1.3 where the LPA decides that it needs to report any Health Facility Report or the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, 2.6.2, 4.1.2 and 5.1.2 or each report submitted pursuant to paragraphs 1.14, 2.17, 4.10 and 5.18 (as applicable) to its planning committee, 40 (forty) Working Days of receipt of such Health Facility Report or such heads of terms or such report (as applicable)

PROVIDED THAT where paragraph 7.1.3 applies, the LPA shall notify the Developer of such reporting to its planning committee within 10 (ten) Working Days of receipt of such Health Facility Report or such heads of terms or such report (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Health Facility Report or such heads of terms or such report the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 10 (ten) Working Days or 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 7

SNT AND COMMUNITY FACILITIES

RECITALS

- (A) The Planning Application includes the provision of social and community facilities, the need for which is accepted to arise from the scale of the Development, to be provided on a phased basis during the carrying out of the Development in accordance with this Schedule 7.
- (B) In furtherance of the commitment referred to in (A) above, it has been agreed between the LPA and the Developer that the Development should deliver the Minimum Community Facilities Provision on the terms set out in this Schedule 7.

DEFINITIONS

- "Approved"** means in the context of this Schedule, approved by the LPA pursuant to paragraph 5.3 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;
- "Community Facilities"** means flexible community facilities within Use Class D1 but excluding:
1. the PDZ 4 Healthcare Facility, the PDZ4 Healthcare Facility Extension, the PDZ6 Healthcare Facility and the PDZ8 Healthcare Facility (as defined in Schedule 6 (Health));
 2. the Schools (as defined in Schedule 8 (Education)); and
 3. the SNT Spaces;
- "Community Facilities RM Report"** means a report prepared by the Developer setting out how the proposed detailed design of the relevant Minimum Community Facilities Provision to be provided in the PDZ or the SPDZ the subject of the report and pursuant to the relevant application for Reserved Matters approval is in accordance with the Approved Zonal Community Facilities Strategy together with:
1. notwithstanding the Approval of the Zonal Community Facilities Strategy, any information required to be included in any Zonal Community Facilities Strategy that was not provided or fully provided to the reasonable satisfaction of the LPA in the Approved Zonal Community Facilities Strategy; and
 2. the following information to the extent that such information has not already been provided in the Approved Zonal Community Facilities Strategy:
 - 2.1 the strategy for seeking expressions of interest from the identified potential users of the Minimum Community Facilities Provision;
 - 2.2 the minimum and maximum parameters for

the likely charging regimes (including discounting regimes) for using the Minimum Community Facilities Provision or confirmation that the likely charging regimes (including discounting regimes) are in accordance with the charging regimes (including discounting regimes) in place at other Community Facilities in the MDC Area; and

- 2.4 how the Minimum Community Facilities Provision will be operated including how users will be able to book the Minimum Community Facilities Provision for their use;

"Community Facilities Strategies"

means each of the LCS Community Facilities Strategy, the Zonal Community Facilities Strategies, the Community Facilities RM Report and the Utilisation of Community Facilities Report and **"Community Facilities Strategy"** means any one of the LCS Community Facilities Strategy, the Zonal Community Facilities Strategy, the Community Facilities RM Report and the Utilisation of Community Facilities Report as applicable in the context;

"Community Facilities Working Group"

means the community facilities working group established and operated in accordance with Conditions LCS0.239 and LCS0.240;

"Community Participation Strategy"

means the corporate strategy prepared by LLDC for community participation and engagement objectives (including programmes and schemes) within the Olympic Park which contributes to convergence with existing communities outside the Site and which sets the context for the Minimum Community Facilities Provision;

"LCS Community Facilities Strategy"

means a strategy for the management, operation, maintenance and use of the Minimum Community Facilities Provision and which shall have regard to the Community Participation Strategy and shall identify and set out the:

1. principles for the promotion of the Minimum Community Facilities Provision;
2. broad categories of potential users of the Minimum Community Facilities Provision;
3. principles of how and when (including principles for the hours of use) the Minimum Community Facilities Provision will be made available to users;
4. options for the management and maintenance of the Minimum Community Facilities Provision;
5. options for the funding of the Minimum Community Facilities Provision; and
6. PDZs and SPDZs which are to incorporate within their floorspace the Minimum Community Facilities Provision;

"LCS Community Facilities Strategy Consultation"	means the consultation with the Community Facilities Working Group on the preparation and content of the LCS Community Facilities Strategy;
"LCS Community Facilities Strategy Revision"	means an alternative or additional location within the Site to the PDZ(s) and/or SPDZ(s) identified in the Approved LCS Community Facilities Strategy that the Developer proposes should incorporate within its/their floorspace the Minimum Community Facility Provision and, where the alternative or additional location is a Community Facility that has already been constructed in a PDZ or SPDZ, such information as is required to be included in a Zonal Community Facilities Strategy and a Community Facilities RM Report in respect of such Community Facility;
"LCS Community Facilities Strategy Revision Consultation"	means consultation with the Community Facilities Working Group on the LCS Community Facilities Strategy Revision;
"Minimum Community Facilities Provision"	<p>means 1,052sqm of flexible community floorspace (Use Class D1) and 457sqm of library facilities needed to meet the needs of the Development but excluding:</p> <ol style="list-style-type: none"> 1. the PDZ 4 Healthcare Facility, the PDZ4 Healthcare Facility Extension, the PDZ6 Healthcare Facility and the PDZ8 Healthcare Facility (as defined in Schedule 6 (Health)); 2. the Schools (as defined in Schedule 8 (Education)); and 3. the SNT Spaces; <p>AND which is provided in accordance with the LCS Community Facilities Strategy, a Zonal Community Facilities Strategy and a Community Facilities RM Report or pursuant to a LCS Community Facilities Strategy Revision;</p>
"PDZ5 SNT Space"	means a space for a safer neighbourhood team presence operated by the SNT Operator with a GEA up to 110sqm to be located on PDZ5 for the provision of an on-site police presence;
"PDZ6 SNT Space"	means a space for a safer neighbourhood team presence operated by the SNT Operator with a GEA up to 124sqm to be located on PDZ6 for the provision of an on-site police presence;
"PDZ8 SNT Space"	means a space for a safer neighbourhood team presence operated by the SNT Operator with a GEA area up to 110sqm to be located on PDZ8 for the provision of an on-site police presence;
"SNT Cost Cap"	means the total cost of constructing and fitting out the SNT Spaces to Shell and Core Standard calculated by applying a rate of £2,048 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for each SNT Space which is provided at nil consideration) to the GIA of

each of SNT Space;

"SNT Lease"

means a legally binding lease for each of the SNT Spaces;

"SNT Operator"

means the Metropolitan Police Authority and such other police authority(ies) or force(s) that has/have the responsibility for policing all or part of the Site from time to time;

"SNT Spaces"

means each of the PDZ5 SNT Space, the PDZ6 SNT Space and the PDZ8 SNT Space and the term **"SNT Space"** shall mean any one of the PDZ5 SNT Space, the PDZ6 SNT Space and the PDZ8 SNT Space as applicable in the context.

"Zonal Community Facilities Strategy"

means a strategy for the management, operation, maintenance and use of the Minimum Community Facilities Provision within each PDZ and each SPDZ where all or any part of the Minimum Community Facilities Provision is to be provided and which shall identify and set out:

1. the quantum of the Minimum Community Facilities Provision to be provided in the PDZ or SPDZ the subject of the strategy and how it contributes to the overall Minimum Community Facility Provision;
2. the location of the Minimum Community Facilities Provision in the PDZ or the SPDZ;
3. the categories of potential users of the Minimum Community Facilities Provision;
4. the hours of use for the Community Facilities reflecting the categories of potential users of the Minimum Community Facilities Provision;
5. the strategy for promoting the use of the Minimum Community Facilities Provision;
6. which of the management and maintenance options set out in the Approved LCS Community Facilities Strategy it is proposed to use for the Minimum Community Facilities Provision; and
7. which of the funding options set out in the Approved LCS Community Facilities Strategy it is proposed to use for the Minimum Community Facilities Provision;

"Zonal Community Facilities Strategy Consultation"

means a consultation with the Community Facilities Working Group on the Zonal Community Facilities Strategy for each PDZ where Community Facilities are to be provided.

OPERATIVE PROVISIONS

1. PDZ6 SNT SPACE

- 1.1 Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 824 (eight hundred and twenty-four) Residential Units which are permitted to be constructed in PDZ6 unless and until:

- 1.1.1 the PDZ6 SNT Space has been completed to Shell and Core Standard;
- 1.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ6 SNT Space; and
- 1.1.3 the PDZ6 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease.

2. PDZ5 SNT SPACE

- 2.1 Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ4 and PDZ5 unless and until:

EITHER

- 2.1.1 the PDZ5 SNT Space has been completed to Shell and Core Standard;
- 2.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ5 SNT Space; and
- 2.1.3 the PDZ5 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease

OR

- 2.1.4 an interim space of the same size as the PDZ5 SNT Space for an onsite police presence and constructed to Shell and Core Standard has been provided and will continue to be provided in PDZ4 or PDZ5 until the PDZ5 SNT Space has been completed and provided pursuant to paragraphs 2.1.1 to 2.1.3 (inclusive).

3. PDZ8 SNT SPACE

- 3.1 Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 776 (seven hundred and seventy-six) Residential Units which are permitted to be constructed in PDZ2, PDZ8 and PDZ12 unless and until:

EITHER

- 3.1.1 the PDZ8 SNT Space has been completed to Shell and Core Standard;
- 3.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ8 SNT Space; and
- 3.1.3 the PDZ8 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease

OR

- 3.1.4 an interim space of the same size as the PDZ8 SNT Space for an onsite police presence and constructed to Shell and Core Standard has been provided and will continue to be provided in PDZ2, PDZ8 or PDZ12 until the PDZ8 SNT Space has been completed and provided pursuant to paragraphs 3.1.1 to 3.1.3 (inclusive).

4. COMMUNITY FACILITIES

4.1 Community Participation Strategy

- 4.1.1 Prior to submission of the first ZMP, LLDC shall consult the LPA and other key stakeholders identified by LLDC on the Community Participation Strategy.
- 4.1.2 LLDC shall have regard to comments received during the consultation with the LPA and key stakeholders on the Community Participation Strategy when preparing the final Community Participation Strategy.
- 4.1.3 In the event LLDC decides to amend and/or update the Community Participation Strategy, LLDC shall consult the LPA and any other key stakeholders identified by LLDC on such amendment and/or update and shall have regard to comments received during the consultation with the LPA and key stakeholders when preparing any amendment and/or update to the Community Participation Strategy.

4.2 LCS Community Facilities Strategy

- 4.2.1 Not more than six months prior to submission of the first ZMP, LLDC shall commence the LCS Community Facilities Strategy Consultation. LLDC shall carry out the LCS Community Facilities Strategy Consultation and prepare the LCS Community Facilities Strategy in accordance with the provisions of paragraph 4.2.2.
- 4.2.2 The LCS Community Facilities Strategy Consultation will be carried out as follows unless otherwise agreed with the LPA:
 - (a) the LCS Community Facilities Strategy Consultation shall be commenced when LLDC issues written invitations to the members of the Community Facilities Working Group to take part in the LCS Community Facilities Strategy Consultation. The invitation will set out the scope of the LCS Community Facilities Strategy Consultation, will include the draft LCS Community Facilities Strategy and will confirm the timescale set out below;
 - (b) not more than 20 (twenty) Working Days following the issue of invitations pursuant to paragraph (a) LLDC shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft LCS Community Facilities Strategy;
 - (c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft LCS Community Facilities Strategy Consultation to LLDC;
 - (d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), LLDC shall:
 - (i) prepare the final LCS Community Facilities Strategy taking into account such comments and the final LCS Community Facilities Strategy shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and

- (ii) issue the final LCS Community Facilities Strategy to the LPA for Approval.

4.2.3 The Developer shall not submit the first ZMP to the LPA for approval unless and until the LCS Community Facilities Strategy has been Approved save in respect of PDZ6 where the ZMP for PDZ6 can be submitted for approval at the same time as the LCS Community Facilities Strategy is submitted for Approval but not before.

4.2.4 In the event that following the Approval of the LCS Community Facilities Strategy LLDC considers that an alternative or additional PDZ(s) or SPDZ(s) to the PDZ(s) or SPDZ(s) identified in the Approved LCS Community Facilities Strategy should incorporate within its/their floorspace the Minimum Community Facility Provision, LLDC shall carry out the LCS Community Facilities Strategy Revision Consultation in accordance with the provisions of paragraph 4.2.5.

4.2.5 The LCS Community Facilities Strategy Revision Consultation will be carried out as follows unless otherwise agreed with the LPA:

(a) the LCS Community Facilities Strategy Revision Consultation shall be commenced when LLDC issues written invitations to the members of the Community Facilities Working Group to take part in the LCS Community Facilities Strategy Revision Consultation. The invitation will set out the scope of the LCS Community Facilities Strategy Revision Consultation, will include the draft LCS Community Facilities Strategy Revision and will confirm the timescale set out below;

(b) not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph (a) LLDC shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft LCS Community Facilities Strategy Revision;

(c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft LCS Community Facilities Strategy Revision to LLDC;

(d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), LLDC shall:

- (i) prepare the final LCS Community Facilities Strategy Revision taking into account such comments and the final LCS Community Facilities Strategy Revision shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and

- (ii) issue the final LCS Community Facilities Strategy Revision to the LPA for Approval.

4.3 Zonal Community Facilities Strategies

4.3.1 In respect of each PDZ and each SPDZ where some or all of the Minimum Community Facilities Provision is identified to be located in that PDZ or SPDZ in the LCS Community Facilities Strategy and the Minimum

Community Facilities Provision has not been provided as part of the Development elsewhere, no later than six months prior to the submission of the ZMP for that PDZ or SZMP for that SZMP, the Developer shall commence the Zonal Community Facilities Consultation. The Developer shall carry out the Zonal Community Facilities Strategy Consultation and the preparation of the Zonal Community Facilities Strategy in accordance with paragraph 4.3.2.

4.3.2 The Zonal Community Facilities Strategy Consultation will be carried out as follows unless otherwise agreed with the LPA:

- (a) the Zonal Community Facilities Strategy Consultation shall be commenced when the Developer issues written invitations to the members of the Community Facilities Working Group to take part in the Zonal Community Facilities Strategy Consultation. The invitation will set out the scope of the Zonal Community Facilities Strategy Consultation, will include the draft Zonal Community Facilities Strategy and will confirm the timescale set out below;
- (b) not more than 20 (twenty) Working Days following the issue of invitations pursuant to paragraph (a) the Developer shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft Zonal Community Facilities Strategy;
- (c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft Zonal Community Facilities Strategy Consultation to the Developer;
- (d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), the Developer shall:
 - (i) prepare the final Zonal Community Facilities Strategy taking into account such comments and the final Zonal Community Facilities Strategy shall set out how the Developer has taken into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and
 - (ii) issue the final Zonal Community Facilities Strategy to the LPA for Approval.

4.3.3 The Developer shall not submit the ZMP for the PDZ the subject of paragraphs 4.3.1 and 4.3.2 or the SZMP for the SPDZ the subject of paragraphs 4.3.1 and 4.3.2 unless and until the Zonal Community Facilities Strategy for that PDZ or SPDZ (as applicable) has been Approved **PROVIDED THAT** where the LCS Community Facilities Strategy identifies PDZ6 as one of the locations for the Minimum Community Facilities Provision, the ZMP for PDZ6 can be submitted for approval at the same time as the Zonal Community Facilities Strategy for PDZ6 is submitted for Approval but not before.

4.3.4 At the same time as an application for Reserved Matters approval for the Minimum Community Facilities Provision is made to the LPA, the Developer shall also submit to the LPA for Approval the Community Facilities RM Report.

- 4.3.5 The Developer shall provide, promote and manage the Minimum Community Facilities Provision to be provided in any PDZ and any SPDZ in accordance with the Approved Zonal Community Facilities Strategy and the Approved Community Facilities RM Report applicable for that PDZ and SPDZ.

4.4 Minimum Community Facilities Provision

- 4.4.1 The Developer shall not Occupy more than 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development unless and until it has provided at least 50% of the Minimum Community Facility Provision in the locations identified in the Approved LCS Community Facilities Strategy.
- 4.4.2 Subject to paragraph 4.4.4 from Occupation of 2,700 (two thousand seven hundred) Residential Units up to Occupation of 5,000 Residential Units the Developer shall ensure that 50% of the Minimum Community Facility Provision is provided in the Development.
- 4.4.3 The Developer shall not Occupy more than 5,000 (five thousand) Residential Units which are permitted to be constructed across the Development as a whole until it has provided the remaining 50% of the Minimum Community Facility Provision (which, if not already provided, shall include the 457sqm of library floorspace of the Minimum Community Facilities Provision) in locations identified in the Approved LCS Community Facilities Strategy.
- 4.4.4 Subject to paragraphs 4.4.5 – 4.4.7 from Occupation of 5,000 (five thousand) Residential Units the Developer shall ensure that the Minimum Community Facility Provision is provided in the Development.
- 4.4.5 Following Occupation of 5,800 (five thousand eight hundred) Residential Units, in the event that some or all of the Minimum Community Facility Provision is operating at an average of less than 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period (the **"Underutilised Community Facilities"**), the Developer shall submit a Utilisation of Community Facilities Report to the LPA for Approval.
- 4.4.6 Following the Approval of the Utilisation of Community Facilities Report, the Developer shall carry out the measures identified in the Approved Utilisation of Community Facilities Report to increase the utilisation of the Underutilised Community Facilities and the Developer shall continue to carry out such measures for the duration of the implementation and testing period identified in the Approved Utilisation of Community Facilities Report.
- 4.4.7 In the event following the end of the implementation and testing periods set out in the Approved Utilisation of Community Facilities Report, some or all of the Underutilised Community Facilities are not operating at an average of at least 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period and floorspace equivalent to the size of the Underutilised Community Facilities is provided in the Schools pursuant to the Schools Facilities Dual Use Agreement, the Developer may apply for planning permission to vary the use of the Underutilised Community Facilities **PROVIDED THAT** the Developer will use Reasonable Endeavours to assist any users of such Underutilised Community Facilities to utilise alternative Community Facilities in the Site or the Park.

5. GENERAL

5.1 SNT Spaces

5.1.1 The Developer shall use Reasonable Endeavours to secure the SNT Operator for each of the SNT Spaces and such obligation shall extend to marketing the SNT Spaces for a period of at least three months commencing at least three months prior to the anticipated date of completion for each of the SNT Spaces on lease terms set out in paragraph 5.1.3 (the "**SNT Marketing Period**") **PROVIDED THAT** in the event that during the SNT Marketing Period the SNT Operator confirms in writing that they do not require the SNT Space the subject of the SNT Marketing Period the Developer may apply (with evidence of the SNT Operator's confirmation) to the LPA to be released from the obligation requiring the provision of such SNT Space.

5.1.2 In the event that despite using Reasonable Endeavours no agreement for lease is entered into or a lease is granted for a SNT Space within the SNT Marketing Period and the SNT Operator has not confirmed in writing that they do not require the SNT Space, the LPA and the Developer shall agree to a further marketing period and if at the end of that further marketing period:

- (a) the SNT Operator confirms in writing that they do not require such SNT Space; or
- (b) no agreement for lease is entered into or no lease is granted in respect of such SNT Space

the Developer may apply (with evidence of the SNT Operator's confirmation or reasonable evidence demonstrating the use of Reasonable Endeavours (as applicable)) to the LPA to be released from the obligation requiring the provision of such SNT Space.

5.1.3 The lease to be offered for each of the SNT Spaces pursuant to the marketing exercise required by paragraphs 5.1.1 and 5.1.2 shall be at a peppercorn and for a term of years not less than 25 (twenty-five) or for such other term as may be agreed between the LPA, the Developer and the SNT Operator.

5.1.4 Following the grant of a SNT Lease of each of the SNT Spaces and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the SNT Space subject to such SNT Lease(s) shall not unless otherwise agreed in writing with the LPA be used other than as accommodation for the provision of an on-site police presence.

5.2 Community Facilities

5.2.1 Any lease to be offered for any part of the Minimum Community Facilities Provision shall be at a peppercorn and for a term of years not less than 25 (twenty-five) or for such other term as may be agreed between the LPA, the Developer and the lessee of the Minimum Community Facilities Provision.

5.2.2 Subject to paragraphs 4.4.5, 4.4.6 and 4.4.7, following the grant of a lease for any part of the Minimum Community Facilities Provision and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, such part of the Minimum Community Facilities Provision shall not unless otherwise agreed in writing with the LPA be used other than as accommodation for the provision of Community Facilities.

5.3 Approval

The LPA shall confirm whether or not it approves each Community Facilities Strategy within:

- 5.3.1 20 (twenty) Working Days of receipt of such Report from the Developer or LLDC (as applicable); or
- 5.3.2 where the LPA decides that it needs to report any Community Facilities Strategy to its planning committee, 40 (forty) Working Days of receipt of such Community Facilities Strategy

PROVIDED THAT where paragraph 5.3.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Community Facilities Strategy from the Developer or LLDC (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Community Facilities Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 8

EDUCATION

RECITALS

- (A) The Planning Application seeks consent for two three form entry primary schools and a six form entry secondary school together with nine nursery facilities.
- (B) The Planning Application also seeks consent for playing fields, which are to be provided for use by the Schools and, in respect of the FPS Playing Fields, for use by Gainsborough School as well as the First Primary School.
- (C) It has been agreed that a key objective of the operation and management of the Playing Fields is to ensure dual use of the Playing Fields such that the Playing Fields, whilst being developed primarily for education use, are also made available for use by the local community outside School Hours.
- (D) In addition, it has been agreed that it would be beneficial for other facilities within Schools (in addition to the Playing Fields) to be made available for use by the local community outside School Hours.
- (E) The FPS Playing Fields are anticipated to be delivered in two stages with the FPS First Phase being delivered during the Legacy Transformation Phase and the FPS Second Phase being delivered with the First Primary School.

DEFINITIONS

"A1 Education and Infrastructure Consultations"

means:

1. a consultation with the Education Working Group on the identification of Additional Education Provision in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 5,000 (five thousand) Residential Units and which Additional Education Provision should be funded through the Ringfenced Education Amount less any Early Release Contribution;
2. a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the A1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units; and
3. where the Approved A1 Education Review identifies an Early Release Contribution should be made, a consultation with the Education Working Group on the identification of Additional Education Provision in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units and which Additional Education Provision should be funded through the Early Release Contribution;

"A1 Education and Infrastructure Report"

means a report prepared by the Developer setting out the following:

1. the results of the A1 Education and Infrastructure

Consultations;

2. the identified Additional Education Provision in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 5,000 (five thousand) Residential Units and which funding for such Additional Education Provision should be protected through the Ringfenced Education Amount (less any Early Release Contribution);
3. the Additional Education Provision to be funded when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units from any Early Release Contribution;
4. the identified Additional Social Infrastructure Provision to be funded from the A1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units;

"A1 Education Review"

means a review using data obtained from the Population Review carried out by the Developer prior to the Occupation of the 2,500th Residential Unit (but not before the Occupation of the 2,250th Residential Unit) indicating whether or not the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold and in the event the review indicates that the Primary Education Threshold is likely to be so exceeded the review shall identify:

1. the proposed amount (£) of the Ringfenced Education Amount; and
2. any Early Release Contribution;

"A1 Social Infrastructure Contribution"

means 50% of the Remaining Social Infrastructure Contribution;

"A2 Education and Infrastructure Consultations"

means:

1. a consultation with the Education Working Group on the identification of Additional Education Provision to be funded from the A2 Education Contribution in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 5,000 (five thousand) Residential Units; and
2. a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the A2 Social Infrastructure Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;

"A2 Education and Infrastructure Report"

means a report prepared by the Developer setting out the following:

1. the results of the A2 Education and Infrastructure Consultations;
2. the identified Additional Education Provision to be

funded from the A2 Education Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units; and

3. the identified Additional Social Infrastructure Provision to be funded from the A2 Social Infrastructure Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;

"A2 Education Contribution"

means the proportion (£) of the Unspent Social Infrastructure Contribution A to be paid to the LPA for Additional Educational Provision to meet the Additional Primary Education Needs as set out in the Approved A2 Education Review;

"A2 Education Review"

means a review using data obtained from the Population Review carried out by the Developer prior to the Occupation of the 5000th Residential Unit (but not before the Occupation of the 4,250th Residential Unit) indicating whether or not the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold and in the event the review indicates that the Primary Education Threshold is likely to be so exceeded the review shall also set out the proposed amount (£) of the A2 Education Contribution;

"A2 Social Infrastructure Contribution"

means a sum (£) equal to the Unspent Social Infrastructure Contribution A LESS the A2 Education Contribution;

"A3 Social Infrastructure Consultation"

means a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution A when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;

"A3 Social Infrastructure Report"

means a report prepared by the Developer setting out the following:

1. the results of the A3 Social Infrastructure Consultation; and
2. the identified Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution A when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;

"Additional Education Provision"

means works and/or improvements and/or any other measures to:

1. the Schools and associated playing fields; and/or
2. any On Site community facilities that are co-located in the Schools or in close proximity to the Schools to enable such facilities to be utilised by the Schools; and/or
3. any Off Site primary education facilities;

"Additional Post Education Provision"

has the meaning assigned to it in paragraph 7.3;

"Additional Primary"

means the anticipated additional primary education needs of

Education Need"	the population of the Development in excess of the Primary Education Threshold as identified in the Approved A1 Education Review, Approved A2 Education Review or the Approved B2 Education Review as applicable in the context;
"Additional Social Infrastructure Provision"	means works and/or improvements and/or any other measures On Site and/or Off Site necessary in order to meet the anticipated needs of the population of the Development in respect of acute care, social care, emergency services and/or any other social infrastructure necessary to meet the needs of the Development and in all respects taking into account the data obtained from the latest Population Review;
"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 9 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;
"B1 Social Infrastructure Consultation"	means a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the B1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units;
"B1 Social Infrastructure Contribution"	means 50% of the Social Infrastructure Contribution;
"B1 Social Infrastructure Report"	means a report prepared by the Developer setting out the following: <ol style="list-style-type: none"> 1. the results of the B1 Social Infrastructure Consultation; and 2. the identified Additional Social Infrastructure Provision to be funded from the B1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units;
"B2 Education and Infrastructure Consultations"	means: <ol style="list-style-type: none"> 1. a consultation with the Education Working Group on the identification of Additional Education Provision to be funded from the B2 Education Contribution in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 5,000 (five thousand) Residential Units; and 2. a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the B2 Social Infrastructure Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;
"B2 Education and Infrastructure Report"	means a report prepared by the Developer setting out the following: <ol style="list-style-type: none"> 1. the results of the B2 Education and Infrastructure

Consultations;

2. the identified Additional Education Provision to be funded from the B2 Education Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units ; and
3. the identified Additional Social Infrastructure Provision to be funded from the B2 Social Infrastructure Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;

"B2 Education Contribution"

means the proportion (£) of the Unspent Social Infrastructure Contribution B to be paid to the LPA for Additional Education Provision to meet the Additional Primary Education Need as set out in the Approved B2 Education Review;

"B2 Education Review"

means a review using data obtained from the Population Review carried out by the Developer prior to the Occupation of the 5000th Residential Unit (but not before the Occupation of the 4,750th Residential Unit) indicating whether or not the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold and in the event the review indicates that the Primary Education Threshold is likely to be so exceeded the review shall also set out the proposed amount (£) of the B2 Education Contribution;

"B2 Social Infrastructure Contribution"

means a sum (£) equal to the Unspent Social Infrastructure Contribution B LESS the B2 Education Contribution;

"B3 Social Infrastructure Consultation"

means a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution B when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;

"B3 Social Infrastructure Report"

means a report prepared by the Developer setting out the following:

1. the results of the B3 Social Infrastructure Consultation; and
2. the identified Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution B when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;

"Consultations"

means each of the A1 Education and Infrastructure Consultations, A2 Education and Infrastructure Consultations, A3 Social Infrastructure Consultation, B1 Social Infrastructure Consultation, B2 Education and Infrastructure Consultations, B3 Social Infrastructure Consultation and the Post Education Contribution Consultation and "**Consultation**" means any one of the A1 Education and Infrastructure Consultations, A2 Education and Infrastructure Consultations, A3 Social Infrastructure Consultation, B1 Social Infrastructure Consultation, B2 Education and Infrastructure Consultations, B3 Social Infrastructure Consultation and the Post Education

	Contribution Consultation as the applicable in the context;
"DfE"	means the Department for Education;
"DfE Guidance"	means "Building Bulletins" for the construction of schools and playing fields produced by DfE or such other successor guidance applicable at the time any application under this Schedule 8 is submitted to the LPA for approval;
"Early Release Contribution"	means, where the Approved A1 Education Review identifies that Additional Education Provision is needed to be delivered prior to Occupation of 5,000 (five thousand) Residential Units in order to meet some or all of the Additional Primary Education Need, a proportion (£) of the Ringfenced Education Amount that is needed to be released prior to the Occupation of 5,000 (five thousand) Residential Units to meet such Additional Education Provision;
"Education Provider"	means an education provider which is authorised by DfE to provide non-fee paying, all-ability education to children of school age;
"Education Working Group"	means the education working group established and operated in accordance with Conditions LCS0.227 and LCS0.228;
"Final Post Education Contribution Report"	means a report prepared by the Developer which sets out details of: <ol style="list-style-type: none"> 1. the results of the Post Education Contribution Consultation pursuant to paragraph 7.5; and 2. the Final Post Education Provision together with the proposed commissioning/procurement process and timescales for the delivery of the appropriate Post Education Provision;
"Final Post Education Provision"	has the meaning assigned to in paragraph 7.5.1;
"First Primary School"	means a new three form entry primary school capable of providing a minimum of 630 places for pupils (based on DfE Guidance) to be located on DP5.10 and to be provided in accordance with the FPS Specification;
"FPS First Phase"	means at least 6,500m ² of the total site area for the FPS Playing Fields;
"FPS MUGA"	means a MUGA of not less than 1,000m ² to be provided within the FPS Playing Fields and containing Local Play Space;
"FPS Playing Fields"	means the playing fields to be located on DP5.10 and to be provided in accordance with the FPS Playing Fields Specification and which are anticipated to be delivered in two phases (FPS Phase 1 and FPS Phase 2);

"FPS Playing Fields Management Plan"	means a scheme for the management and maintenance (and repair and renewal) of the FPS Playing Fields and all facilities therein (including the FPS MUGA, lighting, security equipment and drainage) and which shall set out the hours outside School Hours for use by the general public, such scheme to reflect any phased delivery of FPS Playing Fields;
"FPS Playing Fields Specification"	means the detailed specification for the FPS Playing Fields to be submitted to and approved by the LPA in accordance with paragraph 5.1.1, such specification to take into account any phased delivery of FPS Playing Fields and shall include as a minimum: <ol style="list-style-type: none"> 1. a total site area of at least 10,000m²; 2. the FPS MUGA; 3. a 3G artificial pitch or such other pitch specification as may be agreed with the LPA, the local education authority responsible for Gainsborough School and the Education Provider for the First Primary School; 4. security lighting and sports lighting; 5. perimeter fencing and gates in compliance with the applicable British standards for school playing fields; and 6. compliance with the requirements of the relevant DfE Guidance;
"FPS Second Phase"	means at least 3,500m ² of the total site area for the FPS Playing Fields;
"FPS Specification"	means the specification for the First Primary School to be submitted to and approved by the LPA in accordance with paragraph 1, which specification shall include as a minimum the following: <ol style="list-style-type: none"> 1. a GEA of at least 4,912m²; 2. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling) to and from the First Primary School including crossing points, external lighting and surfacing materials of such routes; and 3. compliance with the requirements of the relevant DfE Guidance;
"Gainsborough School"	means Gainsborough Primary School of Berkshire Road London E9 5ND;
"Health Working Group"	means the health working group established and operated in accordance with Conditions LCS0.229 and LCS0.230;
"Identified Post Education Proportion"	means the proportion (£) of the Post Education Contribution to be spent on the Identified Post Education Provision and/or on the Additional Post Education Provision and/or the Final Post

Education Provision (as applicable);

"Identified Post Education Provision"	means the Post Education Provision identified following the Post Education Contribution Consultation
"Local Play Space"	means a minimum of 300m ² of flexible space with landscaping and equipment designed so that children (0-11) can play and be physically active and they and their carers can sit and talk;
"MUGA"	means a multi-use games area to be fully lit and appropriate for the age range of children at the School associated with the applicable Playing Field and provided in accordance with the requirements of the relevant DfE Guidance;
"Nursery Facilities"	means each of the PDZ1 Nursery Facility, the PDZ2 Nursery Facility, the PDZ4 Nursery Facility, the PDZ5 Nursery Facilities, the PDZ6 Nursery Facilities and the PDZ8 Nursery Facilities and the term "Nursery Facility" shall mean any one of the PDZ1 Nursery Facility, the PDZ2 Nursery Facility, the PDZ4 Nursery Facility, the PDZ5 Nursery Facilities, the PDZ6 Nursery Facilities and the PDZ8 Nursery Facilities as applicable in the context;
"PDZ1 Nursery Facility"	means a day care nursery facility for children aged 0-3 years comprising a total GEA of at least 220m ² to be located on PDZ1 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ1 Nursery Facility is being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
"PDZ2 Nursery Facility"	means a day care nursery facility for children aged 0-3 years comprising a total GEA of at least 180m ² to be located on PDZ2 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ2 Nursery Facility is being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
"PDZ4 Nursery Facility"	means a day care nursery facility for children aged 0-3 years comprising a total GEA of at least 220m ² to be located on PDZ4 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ4 Nursery Facility is being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
"PDZ5 Nursery Facilities"	means day care nursery facilities for children aged 0-3 years comprising a total GEA of at least 360m ² (which could be provided as two separate facilities or as one facility) to be located on PDZ5 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ5 Nursery Facilities are being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;

- "PDZ6 Nursery Facilities"** means day care nursery facilities for children aged 0-3 years comprising a total GEA of at least 378m² (which could be provided as two separate facilities or as one facility) to be located on PDZ6 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ6 Nursery Facilities are being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
- "PDZ8 Nursery Facilities"** means day care nursery facilities children aged 0-3 years comprising a total GEA of at least 360m² (which could be provided as two separate facilities or as one facility) to be located on PDZ8 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ8 Nursery Facilities are being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
- "Playing Fields"** means each of the FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields and the term "Playing Field" shall mean any one of the FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields as applicable in the context;
- "Playing Fields Dual Use Agreement"** means an agreement or agreements securing the use of the Playing Fields on the following terms:
1. the use of the Playing Fields during School Hours for exclusive use by:
 - (a) in respect of the FPS Playing Fields, the Education Provider(s) for the First Primary School and the Gainsborough School;
 - (b) in respect of the SPS Playing Fields, the Education Provider for the Second Primary School; and
 - (c) in respect of the SS Playing Fields, the Education Provider for the Secondary School;
 2. the use of the Playing Fields (excluding the FPS MUGA, the SPS MUGA and the SS MUGA) outside School Hours (such hours of use to be agreed with the LPA through the approval of the FPS Playing Fields Management Plan, the SPS Playing Fields Management Plan and the SS Playing Fields Management Plan) for use by members of the public with priority being afforded to residents of the Development and then to residents of the Host Boroughs outside the Development, such terms to detail the arrangements for such use including any booking and charging regime; and
 3. the use of the FPS MUGA, the SPS MUGA and the SS MUGA outside School Hours by the general public and at no charge (such hours of use to be agreed with the LPA through the approval of the FPS Playing

Fields Management Plan, the SPS Playing Fields Management Plan and the SS Playing Fields Management Plan);

- "Population Review"** means the review and assessment of the population of the Development carried out pursuant to Condition LCS0.238;
- "Post Education"** means the provision of education and/or training to children aged 16-18 and for the avoidance of doubt does not include higher education;
- "Post Education Contribution"** means the sum of £696,000.00 Indexed;
- "Post Education Contribution Consultation"** means a consultation with the Education Working Group on:
1. in respect of consultation carried out pursuant to paragraph 7.1:
 - (a) any Post Education Provision; and
 - (b) the amount of funding from the Post Education Provision Contribution required to fund any Post Education Provision;
 2. in respect of consultation carried out pursuant to paragraph 7.3:
 - (a) any Additional Post Education Provision; and/or
 - (b) any updates to the Post Education Contribution Report in respect of the Identified Post Education Provision and/or the Identified Post Education Proportion; and
 3. in respect of consultation carried out pursuant to paragraph 7.5, the Final Post Education Provision;
- "Post Education Contribution Report"** means a report prepared by the Developer which sets out details of:
1. the results of the Post Education Contribution Consultation carried out pursuant to paragraph 7.1;
 2. the Identified Post Education Provision and the proposed commissioning/procurement process and timescales for the delivery of the Identified Post Education Provision; and
 3. the Identified Post Education Proportion;
- "Post Education Provision"** means Post Education vocational and training facilities, programmes and/or schemes in the MDC Area and/or sixth form education provision in the MDC Area necessary to meet the Post Education needs of the Development;

"Primary Education Threshold"	means six forms of entry primary school provision capable of providing a minimum of 1,260 (one thousand two hundred and sixty places for pupils based on DfE Guidance);
"Remaining Social Infrastructure Contribution"	means the Social Infrastructure Contribution less the Ringfenced Education Amount;
"Report"	means any and each of the A1 Education and Infrastructure Report, the A2 Education and Infrastructure Report, the A3 Social Infrastructure Report, the B1 Social Infrastructure Report, the B2 Education and Infrastructure Report, the B3 Infrastructure Report, the Post Education Contribution Report, the Updated Post Education Contribution Report and the SS Location Report;
"Ringfenced Education Amount"	means the amount (£) of the Social Infrastructure Contribution identified in the Approved A1 Education Review to be ringfenced to meet any Additional Education Provision as set out in the Approved A1 Education and Infrastructure Report and following the Approval of the A1 Education and Infrastructure Report such amount LESS any Early Release Contribution (where the Approved A1 Education Review identifies the Early Release Contribution) to form part of the Unspent Social Infrastructure Contribution A and to be applied as set out in the Approved A2 Education and Infrastructure Report;
"Schools"	means each of the First Primary School, the Second Primary School and the Secondary School and the term " School " shall mean any one of the First Primary School, the Second Primary School and the Secondary School as the applicable in the context;
"Schools Cost Cap"	means the total cost of constructing and fitting out each of the Schools and the related Playing Fields calculated by applying a rate of £2,440 per m ² Indexed (which includes fees and contingencies but excludes the cost of the land for each of the Schools which is provided at nil consideration) to the GIA of each of the Schools;
"School Facilities Dual Use Agreement"	<p>means an agreement or agreements securing the use of some or all of the Schools' facilities including any Community Facilities co-located in any of the Schools (excluding the Playing Fields) on the following terms:</p> <ol style="list-style-type: none"> 1. the use of such facilities during School Hours for exclusive use by: <ol style="list-style-type: none"> (a) in respect of the First Primary School, the Education Provider for the First Primary School; (b) in respect of the Second Primary School, the Education Provider for the Second Primary School; and (c) in respect of the Secondary School, the Education Provider for the Secondary

School; and

2. the use of such facilities outside School Hours for use by members of the public with priority being afforded to residents of the Development and then to residents of the Host Boroughs outside the Development, such terms to detail the arrangements for such use including any booking and charging regime;

"School Hours" means the school operational hours for each of the Schools and the Gainsborough School as applicable in the context;

"Schools Lease" means a legally binding lease for each of the Schools;

"Second Primary School" means a new three form entry primary school capable of providing a minimum of 630 places for pupils (based on DfE Guidance) to be located on DP4.5 and to be provided in accordance with the SPS Specification;

"Secondary School" means a new six form entry secondary school capable of providing a minimum of 1125 places for pupils (based on DfE Guidance) to be located on DP12.2 (or such other DP as agreed by the LPA through the approval of the SS Location Report) and to be provided in accordance with the SS Specification;

"Social Infrastructure Contribution" means the sum of £1,900,000 Indexed;

"SPS MUGA" means a MUGA of not less than 1,000m² to be provided within the SPS Playing Fields and containing Local Play Space;

"SPS Playing Fields" means the playing fields to be located on DP4.5 and to be provided in accordance with the SPS Playing Fields Specification;

"SPS Playing Fields Management Plan" means a scheme for the management and maintenance (and repair and renewal) of the SPS Playing Fields and all facilities therein (including the SPS MUGA, lighting, security equipment and drainage) and shall set out the hours outside School Hours for use by the general public;

"SPS Playing Fields Specification" means the detailed specification for the SPS Playing Fields to be submitted to and approved by the LPA in accordance with paragraph 5.2.1, which detailed specification shall include as a minimum:

1. a site area of at least 10,000m²;
2. the SPS MUGA;
3. a 3G artificial pitch or such other pitch specification as may be agreed with the LPA and the Education Provider of the Second Primary School;
4. security lighting and sports lighting;
5. perimeter fencing and gates in compliance with the applicable British standards for school playing fields;

and

6. compliance with the requirements of the relevant DfE Guidance;

"SPS Specification"

means the specification for the Second Primary School to be submitted to and approved by the LPA in accordance with paragraph 2, which specification shall include as a minimum:

1. a GEA of at least 3,169m²;
2. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling) to and from the Second Primary School including crossing points, external lighting and surfacing materials of such routes; and
3. compliance with the requirements of the relevant DfE Guidance;

"SS Location Report"

means a report setting out whether the hazardous substances consent in respect of the gas holders within PDZ12 has been revoked as at the date of the SS Location Report and in the event such hazardous substances consent has not been so revoked, such report shall identify an alternative location within the Development for the Secondary School and the SS Playing Fields;

"SS MUGA"

means a MUGA of not less than 2,000m² to be provided within the SS Playing Fields and containing Youth Play Space;

"SS Playing Fields"

means the playing fields to be located on DP12.2 (or such other DP as agreed by the LPA through the approval of the SS Location Report) and to be provided in accordance with the SS Playing Fields Specification;

"SS Playing Fields Management Plan"

means a scheme for the management and maintenance (and repair and renewal) of the SS Playing Fields and all facilities therein (including the SS MUGA, lighting, security equipment and drainage) and shall set out the hours outside School Hours for use by the general public;

"SS Playing Fields Specification"

means the detailed specification for the SS Playing Fields to be submitted to and approved by the LPA in accordance with paragraph 5.3.1, which detailed specification shall include as a minimum:

1. a site area of 10,000m²;
2. the SS MUGA;
3. a 3G artificial pitch or such other pitch specification as may be agreed with the LPA and the Education Provider of the Secondary School;
4. security lighting and sports lighting;
5. perimeter fencing and gates in compliance with the applicable British standards for school playing fields;

and

6. compliance the requirements of the relevant DfE Guidance;

"SS Specification"

means the specification for the Secondary School to be submitted to and approved by the LPA in accordance with paragraph 4, which specification shall include as a minimum:

1. a GEA of at least 11,660m²;
2. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling) to and from the Secondary School including crossing points, external lighting and surfacing materials of such routes; and
3. compliance with the requirements of the relevant DfE Guidance;

"Updated Post Education Contribution Report"

means a report prepared by the Developer which sets out details of:

1. the results of the Post Education Contribution Consultation carried out pursuant to paragraph 7.3; and
2. the Additional Post Education Provision and/or any updates to the Post Education Contribution Report in respect of the Identified Post Education Provision and/or the Identified Post Education Proportion together with the proposed commissioning/ procurement process and timescales for the delivery of the additional appropriate Post Education Provision;

"Unspent Social Infrastructure Contribution A"

means a sum (£) equal to the Social Infrastructure Contribution LESS the A1 Social Infrastructure Contribution;

"Unspent Social Infrastructure Contribution B"

means a sum (£) equal to the Social Infrastructure Contribution LESS the B1 Social Infrastructure Contribution;

"Working Group"

means each of the Education Working Group and the Health Working Group as applicable in the context;

"Youth Play Spaces"

means social space of at least 200m² for young people aged 12 and over to meet and take part in informal sport or physical recreational activities.

OPERATIVE PROVISIONS

1. FIRST PRIMARY SCHOOL PROVISION

- 1.1 By no later than the Occupation of 400 (four hundred) Residential Units which are permitted to be constructed across the Development and prior to the submission of the FPS Specification, the Developer shall:

- 1.1.1 secure an Education Provider for the First Primary School; and
 - 1.1.2 submit to the LPA for Approval the heads of terms of the Schools Lease in respect of the First Primary School **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the School Lease where such heads of terms are reasonably commercially acceptable to Education Providers.
- 1.2 Prior to the submission of the first Reserved Matters application for the First Primary School the Developer shall submit to the LPA for approval the FPS Specification, such submission to be accompanied by evidence of the approval of the Education Provider for the First Primary School to the FPS Specification.
- 1.3 The Developer shall not submit the FPS Specification to the LPA for approval unless and until an Education Provider for the First Primary School has been secured.
- 1.4 Prior to the submission of the first Reserved Matters application for the First Primary School, the Developer shall agree with the Education Provider for the First Primary School the scope of works that the Developer will carry out and complete in order to construct the First Primary School and the FPS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the First Primary School and the FPS Playing Fields and be as a minimum the FPS Specification and the FPS Playing Fields Specification) **PROVIDED THAT** in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the First Primary School and the FPS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the FPS Specification and/or the FPS Playing Fields Specification such that the Schools Cost Cap for the First Primary School and the FPS Playing Fields is not exceeded.
- 1.5 The Developer shall not submit the first Reserved Matters application for the First Primary School unless and until the FPS Specification has been approved by the LPA. All Reserved Matters applications for the First Primary School shall be accompanied by evidence of the approval of the Education Provider for the First Primary School to such Reserved Matters applications.
- 1.6 The Developer shall not Occupy more than 850 (eight hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the construction of the First Primary School has been Commenced.
- 1.7 The Developer shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until:
- 1.7.1 the First Primary School has been completed in accordance with the scope of works agreed pursuant to paragraph 1.4;
 - 1.7.2 the School Lease has been offered to the Education Provider for the First Primary School on the heads of terms Approved pursuant to paragraph 1.1.2 and either:
 - (a) such Schools Lease has been granted to the Education Provider; or
 - (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and

- 1.7.3 the First Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 1.8 Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the First Primary School and the provisions of paragraph 1.7 shall re-apply.
- 1.9 Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the First Primary School and may also offer such Schools Lease to any other potential Education Provider for the First Primary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Schools Lease is granted the Developer shall make the First Primary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 1.10 Where the Schools Lease for the First Primary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the First Primary School.
- 1.11 The Developer shall:
- 1.11.1 notify the LPA in writing at least 6 (six) months prior to the date that the First Primary School is anticipated to be opened for use that the First Primary School is anticipated to be opened for use on the date specified in that notice; and
- 1.11.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the First Primary School.

2. **SECOND PRIMARY SCHOOL PROVISION**

- 2.1 By no later than the Occupation of 3,650 (three thousand six hundred and fifty) Residential Units which are permitted to be constructed across the Development and prior to the submission of the SPS Specification, the Developer shall:
- 2.1.1 secure an Education Provider for the Second Primary School; and
- 2.1.2 submit to the LPA for Approval the heads of terms of the Schools Lease in respect of the Second Primary School **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Schools Lease where such heads of terms are reasonably commercially acceptable to Education Providers.
- 2.2 Prior to the submission of the first Reserved Matters application for the Second Primary School the Developer shall submit to the LPA for approval the SPS Specification, such submission to be accompanied by evidence of the approval of the Education Provider for the Second Primary School to the SPS Specification.
- 2.3 The Developer shall not submit the SPS Specification to the LPA for approval unless and until an Education Provider for the Second Primary School has been secured.

- 2.4 Prior to the submission of the first Reserved Matters application for the Second Primary School, the Developer shall agree with the Education Provider for the Second Primary School the scope of works that the Developer will carry out and complete in order to construct the Second Primary School and the SPS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the Second Primary School and the SPS Playing Fields and be as a minimum the SPS Specification and the SPS Playing Fields Specification) **PROVIDED THAT** in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the Second Primary School and the SPS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the SPS Specification and/or the SPS Playing Fields Specification such that the Schools Cost Cap for the Second Primary School and the SPS Playing Fields is not exceeded.
- 2.5 The Developer shall not submit the first Reserved Matters application for the Second Primary School unless and until the SPS Specification has been approved by the LPA. All Reserved Matters applications for the Second Primary School shall be accompanied by evidence of the approval of the Education Provider for the Second Primary School to such Reserved Matters applications.
- 2.6 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until the construction of the Second Primary School has been Commenced.
- 2.7 The Developer shall not Occupy more than 4,750 (four thousand seven hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until:
- 2.7.1 the Second Primary School has been completed in accordance with the scope of works agreed pursuant to paragraph 2.4;
 - 2.7.2 the School Lease has been offered to the Education Provider for the Second Primary School on the heads of terms Approved pursuant to paragraph 2.1.2 and either:
 - (a) such Schools Lease has been granted to the Education Provider; or
 - (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and
 - 2.7.3 the Second Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 2.8 Where the Schools Lease for the Second Primary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the Second Primary School and the provisions of paragraph 2.7 shall re-apply.
- 2.9 Where the Schools Lease for the Second Primary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the Second Primary School and may also

offer such Schools Lease to any other potential Education Provider for the Second Primary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "Second Offer Period") and where such Schools Lease is granted the Developer shall make the Second Primary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.

2.10 Where the Schools Lease for the Second Primary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the Second Primary School.

2.11 The Developer shall:

2.11.1 notify the LPA in writing at least 6 (six) months prior to the date that the Second Primary School is anticipated to be opened for use that the Second Primary School is anticipated to be opened for use on the date specified in that notice; and

2.11.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the Second Primary School.

3. SOCIAL INFRASTRUCTURE CONTRIBUTION

3.1 The Developer shall not Occupy more than 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development unless and until:

3.1.1 LLDC has carried out the A1 Education Review and submitted it to the LPA for Approval; and

3.1.2 the A1 Education Review has been Approved.

3.2 Where the Approved A1 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:

3.2.1 LLDC shall by no later than 5 (five) Working Days following Approval of the A1 Education Review commence the A1 Education and Infrastructure Consultations;

3.2.2 the Developer shall not Occupy more than 3,200 (three thousand two hundred) Residential Units permitted to be constructed across the Development unless and until:

(a) LLDC has carried out the A1 Education and Infrastructure Consultations;

(b) LLDC has submitted, in accordance with paragraph 8.5.6, the final A1 Education and Infrastructure Report to the LPA for Approval;

(c) the A1 Education and Infrastructure Report has been Approved; and

(d) LLDC has complied with paragraph 3.2.4;

- 3.2.3 LLDC shall carry out the A1 Education and Infrastructure Consultations and prepare the A1 Education and Infrastructure Report in accordance with paragraph 8.5;
- 3.2.4 within 10 (ten) Working Days of Approval of the A1 Education and Infrastructure Report LLDC shall pay to the LPA the A1 Social Infrastructure Contribution and any Early Release Contribution **PROVIDED THAT** LLDC's maximum liability under this paragraph 3.2.4 shall not exceed 50% of the Social Infrastructure Contribution (£950,000 Indexed);
- 3.2.5 the LPA shall spend:
- (a) the A1 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved A1 Education and Infrastructure Report as being funded from the A1 Social Infrastructure Contribution; and
 - (b) any Early Release Contribution on the Additional Education Provision identified in the Approved A1 Education and Infrastructure Report as being funded from the Early Release Contribution.
- 3.2.6 the Developer shall not Occupy more than 5,000 (five thousand) Residential Units permitted to be constructed across the Development unless and until:
- (a) LLDC has carried out the A2 Education Review and submitted it to the LPA for Approval; and
 - (b) the A2 Education Review has been Approved;
- 3.2.7 where the Approved A2 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:
- (a) LLDC shall by no later than 5 Working Days following Approval of the A2 Education Review commence the A2 Education and Infrastructure Consultations;
 - (b) the Developer shall not Occupy more than 5,000 (five thousand) Residential Units permitted to be constructed across the Development unless and until:
 - (i) LLDC has carried out the A2 Education and Infrastructure Consultations;
 - (ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final A2 Education and Infrastructure Report to the LPA for Approval;
 - (iii) the A2 Education and Infrastructure Report has been Approved; and
 - (iv) LLDC has complied with paragraph 3.2.9;
- 3.2.8 LLDC shall carry out the A2 Education and Infrastructure Consultations and prepare the A2 Education and Infrastructure Report in accordance with paragraph 8.5;
- 3.2.9 within 10 (ten) Working Days of Approval of the A2 Education and Infrastructure Report LLDC shall pay to the LPA the:

- (a) A2 Education Contribution; and
- (b) A2 Social Infrastructure Contribution;

3.2.10 the LPA shall spend the:

- (a) A2 Education Contribution on the Additional Education Provision identified in the Approved A2 Education and Infrastructure Report as being funded from the A2 Education Contribution; and
- (b) A2 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved A2 Education and Infrastructure Report as being funded from the A2 Social Infrastructure Contribution;

3.2.11 where the Approved A2 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:

- (a) LLDC shall by no later than 5 (five) Working Days following Approval of the A2 Education Review commence the A3 Social Infrastructure Consultation;
- (b) the Developer shall not Occupy more than 5,000 (five thousand) Residential Units permitted to be constructed across the Development unless and until:
 - (i) LLDC has carried out the A3 Social Infrastructure Consultation;
 - (ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final A3 Social Infrastructure Report to the LPA for Approval;
 - (iii) the A3 Social Infrastructure Report has been Approved; and
 - (iv) LLDC has complied with paragraph 3.3.13;

3.2.12 LLDC shall carry out the A3 Social Infrastructure Consultation and prepare the A3 Social Infrastructure Report in accordance with paragraph 8.5;

3.2.13 within 10 (ten) Working Days of Approval of the A3 Social Infrastructure Report LLDC shall pay to the LPA the Unspent Social Infrastructure Contribution A;

3.2.14 the LPA shall spend the Unspent Social infrastructure Contribution A on the Additional Social Infrastructure Provision identified in the Approved A3 Social Infrastructure Report as being funded from the Unspent Social Infrastructure Contribution A;

3.3 Where the Approved A1 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:

3.3.1 LLDC shall by no later than 5 (five) Working Days following Approval of the A1 Education Review commence the B1 Social Infrastructure Consultation;

- 3.3.2 the Developer shall not Occupy more than 3,200 (three thousand two hundred) Residential Units permitted to be constructed across the Development unless and until:
- (a) LLDC has carried out the B1 Social Infrastructure Consultation;
 - (b) LLDC has submitted, in accordance with paragraph 8.5.6, the final B1 Social Infrastructure Report to the LPA for Approval;
 - (c) the B1 Social Infrastructure Report has been Approved; and
 - (d) LLDC has complied with paragraph 3.3.4;
- 3.3.3 LLDC shall carry out the B1 Social Infrastructure Consultation and prepare the B1 Social Infrastructure Report in accordance with paragraph 8.5;
- 3.3.4 within 10 (ten) Working Days of Approval of the B1 Social Infrastructure Report LLDC shall pay to the LPA the B1 Social Infrastructure Contribution;
- 3.3.5 the LPA shall spend the B1 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved B1 Social Infrastructure Report as being funded from the B1 Social Infrastructure Contribution;
- 3.3.6 the Developer shall not Occupy more than 5,000 (five thousand) Residential Units permitted to be constructed across the Development unless and until:
- (a) LLDC has carried out the B2 Education Review and submitted it to the LPA for Approval; and
 - (b) the B2 Education Review has been Approved;
- 3.3.7 where the Approved B2 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:
- (a) LLDC shall by no later than 5 (five) Working Days following Approval of the B2 Education Review commence the B2 Education and Infrastructure Consultations;
 - (b) the Developer shall not Occupy more than 5,000 (five thousand) Residential Units permitted to be constructed across the Development unless and until:
 - (i) LLDC has carried out the B2 Education and Infrastructure Consultations;
 - (ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final B2 Education and Infrastructure Report to the LPA for Approval;
 - (iii) the B2 Education and Infrastructure Report has been Approved; and
 - (iv) LLDC has complied with paragraph 3.3.9;
- 3.3.8 LLDC shall carry out the B2 Education and Infrastructure Consultations and prepare the B2 Education and Infrastructure Report in accordance with paragraph 8.5;

- 3.3.9 within 10 (ten) Working Days of Approval of the B2 Education and Infrastructure Report LLDC shall pay to the LPA the:
- (a) B2 Education Contribution; and
 - (b) B2 Social Infrastructure Contribution;
- 3.3.10 the LPA shall spend the:
- (a) B2 Education Contribution on the Additional Education Provision identified in the Approved B2 Education and Infrastructure Report as being funded from the B2 Education Contribution; and
 - (b) B2 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved B2 Education and Infrastructure Report as being funded from the B2 Social Infrastructure Contribution;
- 3.3.11 where the Approved B2 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:
- (a) LLDC shall by no later than 5 (five) Working Days following Approval of the B2 Education Review commence the B3 Social Infrastructure Consultation;
 - (b) the Developer shall not Occupy more than 5,000 (five thousand) Residential Units permitted to be constructed across the Development unless and until:
 - (i) LLDC has carried out the B3 Social Infrastructure Consultation;
 - (ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final B3 Social Infrastructure Report to the LPA for Approval;
 - (iii) the B3 Social Infrastructure Report has been Approved; and
 - (iv) LLDC has complied with paragraph 3.3.13;
- 3.3.12 LLDC shall carry out the B3 Social Infrastructure Consultation and prepare the B3 Social Infrastructure Report in accordance with paragraph 8.5;
- 3.3.13 within 10 (ten) Working Days of Approval of the B3 Social Infrastructure Report LLDC shall pay to the LPA the Unspent Social Infrastructure Contribution B;
- 3.3.14 the LPA shall spend the Unspent Social Infrastructure Contribution B on the Additional Social Infrastructure Provision identified in the Approved B3 Social Infrastructure Report as being funded from the Unspent Social Infrastructure Contribution B.
- 3.4 In the event any part of the Social Infrastructure Contribution remains unspent or uncommitted as at the date 3 (three) years following Completion of the Development, the LPA shall return such unspent or uncommitted sums to the person who made the original payment to the LPA within 20 (twenty) Working Days of the third anniversary of Completion of the Development.

4. SECONDARY SCHOOL PROVISION

- 4.1 The Developer shall not Occupy more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until the Developer has submitted to the LPA for Approval the SS Location Report.
- 4.2 By no later than the Occupation of 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development and prior to the submission of the SS Specification, the Developer shall:
- 4.2.1 secure an Education Provider for the Secondary School; and
 - 4.2.2 submit to the LPA for Approval the heads of terms of the Schools Lease in respect of the Secondary School **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Schools Lease where such heads of terms are reasonably commercially acceptable to Education Providers.
- 4.3 Prior to the submission of the first Reserved Matters application for the Secondary School the Developer shall submit to the LPA for approval the SS Specification, such submission to be accompanied by evidence of the approval of the Education Provider for the Secondary School to the SS Specification.
- 4.4 The Developer shall not submit the SS Specification to the LPA for approval unless and until an Education Provider for the Secondary School has been secured.
- 4.5 Prior to the submission of the first Reserved Matters application for the Secondary School, the Developer shall agree with the Education Provider for the Secondary School the scope of works that the Developer will carry out and complete in order to construct the Secondary School and the SS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the Secondary School and the SS Playing Fields and be as a minimum the SS Specification and the SS Playing Fields Specification) **PROVIDED THAT** in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the Secondary School and the SS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the SS Specification and/or the SS Playing Fields Specification such that the Schools Cost Cap for the Secondary School and the SS Playing Fields is not exceeded.
- 4.6 The Developer shall not submit the first Reserved Matters application for the Secondary School unless and until the SS Location Report and the SS Specification have been approved by the LPA. All Reserved Matters applications for the Secondary School shall be accompanied by evidence of the approval of the Education Provider for the Secondary School to such Reserved Matters applications.
- 4.7 The Developer shall not Occupy more than 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development unless and until the Secondary School has been Commenced.
- 4.8 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until:
- 4.8.1 the Secondary School has been completed in accordance with the scope of works agreed pursuant to paragraph 4.5;
 - 4.8.2 the School Lease has been offered to the Education Provider for the Secondary School on the heads of terms Approved pursuant to paragraph 4.2.2 and either:

- (a) such Schools Lease has been granted to the Education Provider;
or
- (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and

4.8.3 the Second Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.

4.9 Where the Schools Lease for the Secondary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the Secondary School and the provisions of paragraph 4.8 shall re-apply.

4.10 Where the Schools Lease for the Secondary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the Secondary School and may also offer such Schools Lease to any other potential Education Provider for the Secondary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Schools Lease is granted the Developer shall make the Secondary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.

4.11 Where the Schools Lease for the Secondary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the Secondary School.

4.12 The Developer shall:

4.12.1 notify the LPA in writing at least 6 (six) months prior to the date that the Secondary School is anticipated to be opened for use that the Secondary School is anticipated to be opened for use on the date specified in that notice; and

4.12.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the Secondary School.

5. **PLAYING FIELDS**

5.1 **First Primary School Playing Fields (FPS Playing Fields)**

5.1.1 Prior to the submission of the first Reserved Matters application for the First Primary School, the Developer shall submit the FPS Playing Fields Specification to the LPA for approval.

- 5.1.2 The Developer shall not submit the first Reserved Matters application for the First Primary School unless and until the FPS Playing Fields Specification has been approved by the LPA.
 - 5.1.3 The Developer shall submit the FPS Playing Fields Management Plan to the LPA for approval not more than 6 (six) months prior to the FPS Playing Fields being open for use.
 - 5.1.4 The Developer shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until the FPS Playing Fields have been completed in accordance with the FPS Playing Fields Specification and made available for use by Gainsborough School and, following construction of the First Primary School, the First Primary School and the FPS Playing Fields Management Plan has been approved by the LPA.
 - 5.1.5 Following completion of the FPS Playing Fields, the Developer shall permit the general public to use the FPS MUGA outside School Hours in accordance with the approved FPS Playing Fields Management Plan and shall operate, manage and maintain the FPS MUGA in accordance with the approved FPS Playing Fields Management Plan.
 - 5.1.6 Following completion of the FPS Playing Fields, unless the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or to the local education authority responsible for Gainsborough School (in which case paragraph 5.1.7 shall apply), the Developer shall operate, manage and maintain the FPS Playing Fields for the life of the Development in accordance with the approved FPS Playing Fields Management Plan.
 - 5.1.7 In the event that the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or local education authority responsible for Gainsborough School, the lease of the FPS Playing Fields shall include a requirement that the FPS Playing Fields are operated, managed and maintained in accordance with the FPS Playing Fields Management Plan.
 - 5.1.8 In the event that the lease of FPS Playing Fields shall require that the lessee operates, manages and maintains the FPS Playing Fields, the lessee in occupation of the FPS Playing Field shall operate, manage and maintain the FPS Playing Fields in accordance with the FPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against such lessee of the FPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee.
- 5.2 Second Primary School Playing Fields (SPS Playing Fields)**
- 5.2.1 Prior to the submission of the first Reserved Matters application for the Second Primary School, the Developer shall submit the SPS Playing Fields Specification to the LPA for approval.
 - 5.2.2 The Developer shall not submit the first Reserved Matters application for the Second Primary School unless and until the SPS Playing Fields Specification has been approved by the LPA.
 - 5.2.3 The Developer shall submit the SPS Playing Fields Management Plan to the LPA for approval not less than 6 (six) months prior to the SPS Playing Fields being open for use.

- 5.2.4 The Developer shall not Occupy more than 4,750 (four thousand seven hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the SPS Playing Fields have been completed in accordance with the SPS Playing Fields Specification and made available for use by the Second Primary School and the SPS Playing Fields Management Plan has been approved by the LPA.
- 5.2.5 Following completion of the SPS Playing Fields, the Developer shall permit the general public to use the SPS MUGA outside School Hours in accordance with the approved SPS Playing Fields Management Plan and shall operate, manage and maintain the SPS MUGA in accordance with the approved SPS Playing Fields Management Plan.
- 5.2.6 Following completion of the SPS Playing Fields, unless the SPS Playing Fields are leased to the Education Provider of the Second Primary School (in which case paragraph 5.2.7 shall apply), the Developer shall operate, manage and maintain the SPS Playing Fields for the life of the Development in accordance with the approved SPS Playing Fields Management Plan.
- 5.2.7 In the event that the SPS Playing Fields are leased to the Education Provider of the Second Primary School, the lease of the SPS Playing Fields shall include a requirement that the SPS Playing Fields are operated, managed and maintained in accordance with the SPS Playing Fields Management Plan.
- 5.2.8 In the event that the lease of the SPS Playing Fields shall require that the lessee operates, manages and maintains the SPS Playing Fields, the lessee shall operate, manage and maintain the SPS Playing Fields in accordance with the SPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against the lessee of the SPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee.

5.3 Secondary School Playing Fields (SS Playing Fields)

- 5.3.1 Prior to the submission of the first Reserved Matters application for the Secondary School, the Developer shall submit the SS Playing Fields Specification to the LPA for approval.
- 5.3.2 The Developer shall not submit the first Reserved Matters application for the Secondary School unless and until the SS Playing Fields Specification has been approved by the LPA.
- 5.3.3 The Developer shall submit the SS Playing Fields Management Plan to the LPA for approval not more than 6 (six) months prior to the SS Playing Fields being open for use.
- 5.3.4 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until the SS Playing Fields have been completed in accordance with the SS Playing Fields Specification and made available for use by the Secondary School and the SS Playing Fields Management Plan has been approved by the LPA.
- 5.3.5 Following completion of the SS Playing Fields, the Developer shall permit the general public to use the SS MUGA outside School Hours in accordance with the approved SS Playing Fields Management Plan and shall operate, manage and maintain the SS MUGA in accordance with the approved SS Playing Fields Management Plan.

- 5.3.6 Following completion of the SS Playing Fields, unless the SS Playing Fields are leased to the Education Provider of the Secondary School (in which case paragraph 5.3.7 shall apply), the Developer shall operate, manage and maintain the SS Playing Fields for the life of the Development in accordance with the approved SS Playing Fields Management Plan.
- 5.3.7 In the event that the SS Playing Fields are leased to the Education Provider of the Secondary School, the lease of the SS Playing Fields shall include a requirement that the SS Playing Fields are operated, managed and maintained in accordance with the SS Playing Fields Management Plan.
- 5.3.8 In the event that the lease of the SS Playing Fields shall require that the lessee operates, manages and maintains the SS Playing Fields, the lessee shall operate, manage and maintain the SS Playing Fields in accordance with the SS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against the lessee of the SS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee.

6. EARLY YEAR PROVISION

6.1 PDZ1 Nursery Facility

- 6.1.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 929 (nine hundred and twenty nine) Residential Units which are permitted to be constructed in PDZ1 unless and until the PDZ1 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.2 PDZ2 Nursery Facility

- 6.2.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 457 (four hundred and fifty-seven) Residential Units which are permitted to be constructed in PDZ2 unless and until the PDZ2 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.3 PDZ4 Nursery Facility

- 6.3.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 339 (three hundred and thirty-nine) Residential Units which are permitted to be constructed in PDZ4 unless and until the PDZ4 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.
- 6.3.2 The PDZ4 Nursery Facility may be co-located with the First Primary School.

6.4 PDZ5 Nursery Facilities

- 6.4.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ5 unless and until the PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.
- 6.4.2 In the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:

- (a) Occupy more than 319 (three hundred and nineteen) Residential Units which are permitted to be constructed in PDZ5 unless and until the first PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;
- (b) Occupy more than 603 (six hundred and three) Residential Units which are permitted to be constructed in PDZ5 unless and until the second PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.5 PDZ6 Nursery Facilities

- 6.5.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ6 identifies that the PDZ6 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 499 (four hundred and ninety-nine) Residential Units which are permitted to be constructed in PDZ6 unless and until the PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.
- 6.5.2 In the event the ZMP for PDZ6 identifies that the PDZ6 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:
 - (a) Occupy more than 350 (three hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until the first PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;
 - (b) Occupy more than 650 (six hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until the second PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.
- 6.5.3 The PDZ6 Nursery Facilities may be co-located with the PDZ6 Healthcare Facility.

6.6 PDZ8 Nursery Facilities

- 6.6.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ8 identifies that the PDZ8 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 678 (six hundred and seventy-eight) Residential Units which are permitted to be constructed in PDZ8 unless and until the PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.
- 6.6.2 In the event the ZMP for PDZ8 identifies that the PDZ8 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:
 - (a) Occupy more than 469 (four hundred and sixty-nine) Residential Units which are permitted to be constructed in PDZ8 unless and until the first PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;
 - (b) Occupy more than 886 (eight hundred and eighty-six) Residential Units which are permitted to be constructed in PDZ8 unless and until the second PDZ8 Nursery Facility has been completed to

Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

- 6.6.3 The PDZ8 Nursery Facilities may be co-located with the PDZ8 Healthcare Facility.

6.7 **PDZ12**

- 6.7.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 200 (two hundred) Residential Units which are permitted to be constructed in PDZ12 unless and until at least one of the PDZ8 Nursery Facilities and/or the PDZ2 Nursery Facility have been completed to Shell and Core Standard and marketed to operators in accordance with paragraphs 6.8.2 and 6.8.3 or unless and until interim nursery facilities of the same size as the PDZ2 Nursery Facility and constructed to Shell and Core Standard to serve PDZ12 have been provided and will continue to be provided in PDZ2, PDZ8 or PDZ12 until the PDZ8 Nursery Facilities and/or the PDZ2 Nursery Facility has been provided.

6.8 **General**

- 6.8.1 The Developer shall use Reasonable Endeavours to secure an operator or operators for each of the Nursery Facilities and such obligation shall extend to marketing the Nursery Facilities for a period of at least 6 months commencing at least 6 months prior to the anticipated date of completion for each of the Nursery Facilities on lease terms set out in paragraph 6.8.2 (the "**Nursery Marketing Period**") **PROVIDED THAT** in the event despite using such Reasonable Endeavours no agreement for lease is entered into for a Nursery Facility within the Nursery Marketing Period the LPA and the Developer shall agree to a further marketing period and if at the end of that further marketing period no agreement for lease is entered into in respect of such Nursery Facility the Developer shall not be required to provide such Nursery Facility.
- 6.8.2 The lease to be offered for each of the Nursery Facilities pursuant to the marketing exercise required by paragraph 6.8.1 shall be at Market Rent.
- 6.8.3 Following the grant of a lease of each of the Nursery Facilities and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the Nursery Facilities subject to such lease(s) shall not be used other than for the provision of childcare services unless otherwise agreed in writing with the LPA.
- 6.8.4 All Reserved Matters applications for each of the Nursery Facilities shall contain details as to the proposed opening hours for the Nursery Facility the subject of the Reserved Matters application.

7. **POST EDUCATION CONTRIBUTION**

- 7.1 By no later than Occupation of 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development, LLDC shall carry out the Post Education Contribution Consultation and shall prepare the Post Education Contribution Report in accordance with paragraph 8.5 and for the avoidance of doubt LLDC shall be entitled to carry out Post Education Contribution Consultations at any time from Commencement of the Development up to Occupation of 3,300 (three thousand three hundred) Residential Units.
- 7.2 Following the Approval of the Post Education Contribution Report LLDC shall commission/procure and deliver the Identified Post Education Provision in accordance with the Approved Post Education Contribution Report and shall provide updates

every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of the Identified Post Education Provision and details of the expenditure of the Identified Post Education Proportion.

- 7.3 In the event following Approval of the Post Education Contribution Report LLDC identifies additional appropriate Post Education Provision ("**Additional Post Education Provision**") and/or needs to update the Approved Post Education Contribution Report in respect of the Identified Post Education Provision and/or the Identified Post Education Proportion, LLDC shall carry out the Post Education Contribution Consultation and shall prepare the Updated Post Education Contribution Report in accordance with paragraph 8.5.
- 7.4 Following the Approval of the Updated Post Education Contribution Report LLDC shall commission/procure and deliver the Identified Post Education Provision and/or Additional Post Education Provision in accordance with the Approved Updated Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of such Identified Post Education Provision and/or Additional Post Education Provision (as applicable) and such updates shall include details of the expenditure of the Identified Post Education Proportion.
- 7.5 in the event as at Occupation of 3,300 (three thousand three hundred) Residential Units permitted to be constructed across the Development some or all of the Post Education Contribution has not been allocated or spent in accordance with the provisions of paragraphs 7.1 to 7.4 (inclusive), LLDC shall:
 - 7.5.1 identify appropriate Post Education Provision taking into account the type of sixth form provision and anticipated capacity of the sixth form following take up by the Development that will form part of the Secondary School (the "**Final Post Education Provision**") such that all of the Post Education Contribution has been allocated and/or spent; and
 - 7.5.2 carry out a Post Education Contribution Consultation on the Final Post Education Provision and prepare the Final Post Education Contribution Report in accordance with paragraph 8.5.
- 7.6 The Developer shall not Occupy more than 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development unless and until paragraph 7.5 has been Complied with.
- 7.7 Following Approval of the Final Post Education Contribution Report LLDC shall commission/procure and deliver the Final Post Education Provision in accordance with the Approved Final Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of such Final Post Education Provision and such updates shall include details of the expenditure of the Post Education Contribution and shall continue until the Identified Post Education Provision and/or the Additional Post Education Provision and/or the Final Post Education Provision (as appropriate) has been provided.

8. **GENERAL**

- 8.1 Following the grant of a Schools Lease and if and so long as such Schools Lease (or any renewed or replacement Schools Lease) to the Education Provider(s)) subsists, the Schools subject to such Schools Lease shall unless otherwise agreed in writing with the LPA not be used other than for education purposes to meet the education needs of the Development.

- 8.2 The Developer shall use Reasonable Endeavours to ensure that the Schools shall not be made available for Occupation unless and until a Schools Facilities Duai Use Agreement has been entered into with the applicable Education Provider.
- 8.3 The FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields shall not be made available for use pursuant to paragraphs 5.1.4, 5.2.4 and 5.3.4 respectively unless and until a Playing Fields Duai Use Agreement has been entered into between the Developer and the Education Provider.
- 8.4 The Developer covenants to submit to the Education Working Group reports on the key stages of the selection of the Education Provider, the procurement of the Schools and the construction of the Schools and take into account any written comments from the Education Working Group on such reports and where the Developer does not accept any such comments, the Developer shall provide a written reasoned explanation and justification to the Education Working Group of why the Developer does not accept such comments.
- 8.5 Each Consultation shall be carried out as follows unless otherwise agreed with the LPA:
- 8.5.1 each Consultation shall be commenced when LLDC issues written invitations to the members of the relevant Working Group to take part in the Consultation. The invitation will set out the scope of the Consultation and will confirm the timescales set out below;
- 8.5.2 not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph 8.5.1 LLDC shall hold a meeting with the relevant Working Group to obtain the Working Group's initial views on the matters on which they are being consulted;
- 8.5.3 not more than 10 (ten) Working Days following the meeting held pursuant to paragraph 8.5.2 the Working Group shall submit its formal written response on the Consultation to LLDC;
- 8.5.4 not more than 20 (twenty) Working Days following receipt of the Working Group's formal written response pursuant to paragraph 8.5.3 LLDC shall prepare a draft of the relevant Report and shall submit the draft Report to the Working Group for its review and comment;
- 8.5.5 not more than 10 (ten) Working Days following receipt of the draft Report pursuant to paragraph 8.5.4 the Working Group shall provide its written comments on the draft Report to LLDC;
- 8.5.6 not more than 10 (ten) Working Days following receipt of the Working Group's comments pursuant to paragraph 8.5.5 LLDC shall prepare the final Report taking into account such comments and the final Report shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated. LLDC shall issue the final Report to the LPA for Approval.

9. APPROVAL

- 9.1 The LPA shall confirm whether or not it approves each Report or heads of terms of the Schools Lease pursuant to paragraphs 1.1.2, 2.1.2 and 4.2.2 (as applicable) within:
- 9.1.1 10 (ten) Working Days of receipt of such Report or heads of terms of the Schools Lease pursuant to paragraph 1.1.2, 2.1.2 and 4.2.2 (as applicable) from the Developer or LLDC, or

- 9.1.2 where the relevant Working Group has not provided written comments on the draft Report in accordance with paragraph 8, 28 (twenty-eight) Working Days; or
- 9.1.3 where the LPA decides that it needs to report any Report or heads of terms of the Schools Lease pursuant to paragraphs 1.1.2, 2.1.2 and 4.2.2 (as applicable) to its planning committee, 40 (forty) Working Days of receipt of such Report

PROVIDED THAT where paragraph 9.1.3 applies, the LPA shall notify the Developer or LLDC (as appropriate) of such reporting to its planning committee within 10 (ten) Working Days of receipt of such Report or the heads of terms of each Schools Lease from LLDC or the Developer (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Report or such heads of terms of each Schools Lease the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 10 (ten) Working Days or 28 (twenty-eight) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 9

EMPLOYMENT AND TRAINING

RECITALS

- (A) It is forecast that the peak construction workforce during Phase 2 will total 1,829 and during Phase 3 will total 2,621.
- (B) The Development is forecast to create up to 4,421 end-use jobs directly accommodated on the Site.
- (C) It is the Developer's and the LPA's objective to ensure that local businesses have an opportunity to benefit from business opportunities presented by the Development and that local residents within the Host Boroughs have an opportunity to access jobs at all levels in the Development. It is the Developer's intention that the LCS Careers Programmes will assist the Developer in meeting this objective.
- (D) The Developer shall seek to achieve the objectives stated above by working proactively with the Host Boroughs and the GLA so as to maximise the employment and training benefits from the Development.

DEFINITIONS

"Additional Employment Measures"	means any measures, in addition to those identified in the relevant LCS Careers Programme, to be included in the relevant LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1;
"Affordable Workspace"	means Use Class B1 floorspace initially made available at affordable rents for such floorspace;
"Agreed Targets"	means the targets detailed in paragraph 1.1 and paragraph 2.1;
"Approval Document"	means each of the PTL Studies, LCS Careers Programmes, monitoring and review report prepared pursuant to paragraph 7, revised targets pursuant to paragraph 1.2, the Managed Workspace Marketing Reports and the statements pursuant to paragraphs 3.3 and 7.4 submitted to the LPA for Approval;
"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 10 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;
"B1 Units"	means those units within Use Class B1 provided as part of the Development;
"Construction Contract"	means both Tier 1 Contracts and Tier 2 Contracts;
"IBC/MPC Legacy Development"	means the development anticipated to be carried out after the end of the Legacy Transformation Phase in respect of the international broadcast centre and the main press centre constructed as part of the Olympic Development;
"LCS Careers Programme"	means the latest document of that name prepared by the Developer pursuant to paragraph 6 and as

monitored and reviewed (including any updates and/or revisions) pursuant to paragraph 7;

"LCS Minimum Managed Workspace"

means:

1. in respect of paragraph 8.2:
 - 1.1 where some of the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Minimum Managed Workspace LESS the amount Secured as part of the IBC/MPC Legacy Development;
 - 1.2 where none of the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Minimum Managed Workspace;
2. in respect of paragraph 8.4:
 - 2.1 where some of the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or the Development in PDZ5, the Minimum Managed Workspace LESS the amount provided as part of the IBC/MPC Legacy Development and/or the Development in SPDZ 5A; or
 - 2.2 where none of the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 5A, the Minimum Managed Workspace;

"LCS Operational Period"

means the three year operational period of each LCS Careers Programme, such operational period to run from 31 March. Where the first LCS Careers Programme is Approved prior to 31 March, the LCS Operational Period for the first LCS Careers Programme shall also include any period following such Approval to 31 March;

"LCSCPG"

means the Legacy Communities Scheme Careers Programme Group;

"LCSCPG Account"

means the account to be set up to receive the LCSCPG Contribution in accordance with the terms of this Schedule 9;

"LCSCPG Contribution"	means the sum of £2,816,000 (Indexed) to be paid into the LCSCPG Account in instalments (the amount of such instalments to be identified in each LCS Careers Programme) and as further defined in paragraph 6.6.6;
"LCSCPG Operating Procedures"	means the operating procedures for LCSCPG set out in Appendix 11;
"Local Resident"	means a person whose primary residence is in the Host Boroughs;
"London Interbank Market"	means the wholesale money market in London for the offering of sterling deposits between commercial banks;
"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;
"Managed Workspace"	means managed units within Use Class B1 primarily designed to assist small companies and/or organisations and start up companies and/or organisations;
"Managed Workspace Marketing Report"	<p>means a report prepared by the Developer setting out:</p> <ol style="list-style-type: none"> 1. the lease terms on which the LCS Minimum Managed Workspace has been offered together with: <ol style="list-style-type: none"> 1.1 evidence as to how such lease terms compare against market lease terms for Managed Workspace using relevant benchmark data; and 1.2 a reasoned explanation and justification as to how such lease terms are, in the opinion of the Developer, reasonable lease terms on which the LCS Minimum Managed Workspace is to be offered; 2. the steps (together with evidence) taken to Comply with the Developer's obligation in paragraph 8 to use Reasonable Endeavours to enter into an agreement for lease or grant a lease of the LCS Minimum Managed Workspace during the Managed Workspace Marketing Period; and 3. a reasoned explanation and justification as to why it was not possible to enter into an agreement for lease or grant a lease of the LCS Minimum Managed Workspace on the lease terms set out in the report;
"Managed Workspace Marketing"	means a period of not less than 6 (six) months and such period shall not end more than 6 (six) months

Period"	prior to the anticipated date of the submission of the first application for Reserved Matters approvals for B1 Units within which the LCS Minimum Managed Workspace are to be located;
"Minimum Managed Workspace"	means a minimum provision of 930sq m of Managed Workspace;
"Non-Residential Lease"	means any lease granted by the Developer to a Non Residential Lessee in respect of any Non Residential Units;
"Non-Residential Lessee"	means any lessee of a Non-Residential Lease;
"Non-Residential Units"	means retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1) and leisure (Use Class D2) units permitted to be constructed across the Development;
"NVQ"	means national vocational qualification;
"Off Site PT Facilities"	means Off Site practical training facilities for matters relating to construction to meet the needs of the Development and which would best assist in achieving the targets set out in paragraph 1.1;
"PDZ Viability Assessment"	has the meaning assigned to it in Schedule Schedule 15;
"Practical Training Land"	means land within the Site to be made available by the Developer for practical training purposes in matters relating to construction to assist in meeting the construction needs of the Development and to assist in achieving the targets set out in paragraph 1.1, the precise location, size and duration of provision to be agreed with the LPA pursuant to paragraph 3.2.1 which, for the avoidance of doubt, shall only include the provision of land and shall not require the erection of any buildings on such land by the Developer unless otherwise agreed between the Developer and the lessee of any such land;
"PTL Study"	means a detailed written study into: <ol style="list-style-type: none"> 1. the availability and suitability of Off Site PT Facilities; and 2. whether the construction needs of the Development and the targets set out in paragraph 1.1 would be best assisted by the provision of the Practical Training Land and, if so, confirmation that the Practical Training Land should be provided; 3. where it is confirmed that the Practical Training Land should be provided, the proposed rent for the Practical Training Land; 4. where it is confirmed that the Practical

Training Land should not be provided:

- 4.1 in the event a LCS Careers Programme has not been Approved for the LCS Operational Period in which the PTL Study is being carried out, the measures to be included in the LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1; and
- 4.2 in the event a LCS Careers Programme has been Approved for the LCS Operational Period in which the PTL Study is being carried out, any Additional Employment Measures;

"Secured"

means, for the purposes of this Schedule, a planning permission for the IBC/MPC Legacy Development has been granted and:

- 1. such planning permission is subject to a condition requiring some or all of the Minimum Managed Workspace to be provided as part of the IBC/MPC Legacy Development; or
- 2. a deed has been entered into pursuant to Section 106 of the 1990 Act in respect of such planning permission and such deed contains a planning obligation requiring some or all of the Minimum Managed Workspace to be provided as part of the IBC/MPC Legacy Development

and in both cases the planning permission for the IBC/MPC Legacy Development has been implemented by the carrying out of a material operation as defined in Section 56(4) of the 1990 Act;

"Tier 1 Contracts"

means those direct construction contracts between the Developer and a third party construction contractor who directly covenants with the Developer for the construction of the Development;

"Tier 2 Contracts"

means those construction contracts entered into between the Tier 1 Contract contractors and its immediate supply chain contractors for the purposes of constructing the Development;

OPERATIVE PROVISIONS

1. CONSTRUCTION JOBS TARGET

- 1.1 Subject to paragraph 1.2, the Developer shall use Reasonable Endeavours to meet the following targets in respect of construction jobs at the Development:

Construction jobs	In Phase 1, a total of 25% of the construction workforce to be
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(in addition to apprenticeships and improvers)	a Local Resident
	In Phase 2, a total of 28% of the construction workforce to be a Local Resident
	In Phase 3, a total of 30% of the construction workforce to be a Local Resident
Construction apprenticeships and improvers	<p>In each of Phase 1, Phase 2 and Phase 3 a total of:</p> <ol style="list-style-type: none"> 1. 3% of the construction workforce in each respective Phase to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents; and 2. 5% of the construction workforce in each respective Phase to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents

and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to seeking to obtain an obligation in any Construction Contract requiring the contractor of the Tier 1 Contract and the contractor of the Tier 2 Contract to use Reasonable Endeavours to meet the job targets specified in this paragraph and to pay the London Living Wage.

- 1.2 Where any variation to the Outline Site Wide Phase Plan is approved by the LPA pursuant to Condition LCS0.49, the Developer may also submit to the LPA for Approval any variations to the targets set out in paragraphs 1.1 and/or 2.1 arising as a result of such approved variation to the Outline Site Wide Phase Plan.

2. END-USE JOBS TARGET

- 2.1 Subject to paragraph 1.2, the Developer shall use Reasonable Endeavours to meet the following targets in respect of end-use jobs at the Development:

Retail commercial and leisure end-use jobs	In Phase 2, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident
	In Phase 3, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident
Retail commercial and leisure end-use training	<ol style="list-style-type: none"> 1. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents; and 2. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents

and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to promoting to the Non-Residential Lessee the payment of the London Living Wage by the Non-Residential Lessee and to seeking to obtain an obligation in any Non-Residential Lease requiring the Non-Residential Lessee to use Reasonable Endeavours to meet the end-use job targets specified in this paragraph.

3. PRACTICAL TRAINING LAND

3.1 The Developer shall not submit the first ZMP for the Development unless and until the Developer has submitted to the LPA, and the LPA has Approved, the first PTL Study.

3.2 In the event that the Approved first PTL Study concludes that the Practical Training Land should be provided, the Developer shall not Commence the Development unless and until the Developer:

3.2.1 has agreed with the LPA the precise location of the Practical Training Land within the Site, the precise size of such Practical Training Land and the duration the Practical Training Land shall be made available; and

3.2.2 has either:

(a) granted a lease of the Practical Training Land to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land; or

(b) where a lease for the Practical Training Land has not been granted to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land, the Developer has used Reasonable Endeavours to grant such lease within a period of not less than 5 (five) months from the date of such lease being first offered for grant to a training provider (the "**Offer Period**") at the rent set out in the Approved first PTL Study; and

3.2.3 has made the Practical Training Land available to a training provider.

3.3 In the event that an agreement for lease is not entered into or a lease is not granted in respect of the Practical Training Land within the Offer Period, the Developer shall submit a detailed written statement to the LPA for Approval explaining why the agreement for lease or lease has not been completed or granted (as applicable) (together with reasonable evidence demonstrating that it has used Reasonable Endeavours) and upon the Approval of such written statement the Developer's obligation to provide the Practical Training Land prior to Commencement shall fall away subject to the Developer's on-going obligations under paragraph 7.

3.4 Where a lease of the Practical Training Land is granted to a training provider the Developer shall:

3.4.1 provide and continue to make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details agreed pursuant to paragraph 3.2.1; and

3.4.2 fence the Practical Training Land prior to the handover to any training provider

and any costs incurred by the Developer in relation to the preparation of the Practical Training Land, the construction of any facilities on the Practical Training Land which

the Developer may elect to construct and its use shall be defrayed from the LCSCPG Contribution.

3.5 In the event that the Approved first PTL Study concludes that there are available or suitable Off Site PT Facilities or that the construction needs of the Development and the targets set out in paragraph 1.1 would not be assisted by the Practical Training Land, the Developer's obligation to provide the Practical Training Land prior to Commencement shall fall away subject to the Developer's on-going obligations under paragraph 7.

3.6 Any lease for the Practical Training Land to be granted pursuant to this paragraph 3, shall be granted at a rent of no more than that set out in the Approved first PTL Study.

4. THE LCSCPG AND LCSCPG CONTRIBUTION

4.1 Prior to or on submission of the first ZMP for the Development, LLDC shall, at its sole expense, establish and thereafter operate LCSCPG in accordance with the LCSCPG Operating Procedures.

4.2 The Developer shall not submit the first ZMP for the Development unless and until the LCSCPG has been established in accordance with paragraph 4.1.

4.3 The Development shall not Commence unless and until LLDC has deposited into the LCSCPG Account the first instalment of the LCSCPG Contribution as identified in the Approved first LCS Careers Programme for the first LCS Operational Period of the Development.

4.4 The Developer shall not Commence the Development unless and until the first instalment of the LCSCPG Contribution as identified in the Approved first LCS Careers Programme for the first LCS Operational Period of the Development has been deposited into the LCSCPG Account.

4.5 Within 20 (twenty) Working Days following Approval of each subsequent LCS Careers Programme pursuant to paragraphs 6.3 and 6.4, LLDC shall deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution as identified in the relevant LCS Careers Programmes for each respective LCS Operational Periods.

4.6 Where an Approved monitoring and review report prepared pursuant to paragraph 7 includes a PTL Study that identifies any Additional Employment Measures, within 20 (twenty) Working Days following Approval of such monitoring and review report including such PTL Study LLDC shall deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution needed to meet the cost of delivering such Additional Employment Measures.

4.7 In the event that at the Completion of the Development any part of the LCSCPG Contribution has not been paid into the LCSCPG Account, LLDC shall pay such remaining funds to the LPA for the LPA to spend in accordance with Clause 8.5.

5. THE LCSCPG ACCOUNT

5.1 Establishing and Operating the LCSCPG Account

5.1.1 LLDC shall set up the LCSCPG Account within four months of the date of this Agreement and in any event prior to Commencement of Development for the purpose of receiving the LCSCPG Contribution.

5.1.2 LLDC shall ensure that the LCSCPG Account shall be in the name of the "London Legacy Development Corporation."

- 5.1.3 LLDC shall ensure that the LCSCPG Account shall be of a kind that attracts interest at no less than the rate that can be secured for deposits on the London Interbank Market for withdrawal at one month's notice.
- 5.1.4 The interest accruing in the LCSCPG Account will form part of the LCSCPG Contribution.
- 5.1.5 The Developer shall not Commence the Development unless and until the LCSCPG Account has been set up to receive the LCSCPG Contribution in accordance with paragraphs 5.1.1 to 5.1.5 (inclusive).

5.2 **Mechanics for draw down from the LCSCPG Account**

- 5.2.1 During each LCS Operational Period, LLDC shall draw down from the LCSCPG Account such funds as is required to deliver the aims, objectives and measures set out in the applicable LCS Careers Programme for that LCS Operational Period.
- 5.2.2 In the event that during any LCS Operational Period LLDC does not expend all of the instalment of the LCSCPG Contribution for that LCS Operational Period, the remaining funds of the instalment shall be available for expenditure in subsequent LCS Operational Periods.

5.3 **Closure of the LCSCPG Account**

- 5.3.1 The LCSCPG Account shall be closed on the earlier of:
 - (a) the LCSCPG ceasing to exist pursuant to the LCSCPG Operating Procedures; and
 - (b) the date that the LCSCPG Account ceases to have a credit balance of more than £1 (£one pound).
- 5.3.2 Where the LCSCPG Account is closed pursuant to paragraph 5.3.1(a), LLDC shall pay any funds remaining in the LCSCPG Account to the LPA for the LPA to spend in accordance with Clause 8.5.

6. **LCS CAREERS PROGRAMME**

- 6.1 Prior to or on submission of the first ZMP for the Development, LLDC shall submit a draft of the first LCS Careers Programme for the first LCS Operational Period of the Development to the LCSCPG for consideration and will take into account LCSCPG's comments in preparing any amendments to the first LCS Careers Programme before submitting it to the LPA for Approval.
- 6.2 The Developer shall not Commence the Development unless and until the first LCS Careers Programme has been submitted to the LPA for Approval and has been Approved.
- 6.3 No later than three months prior to the end of the each LCS Operational Period, LLDC shall submit a draft of the next LCS Careers Programme for the next LCS Operational Period of the Development to the LCSCPG for consideration and will take into account LCSCPG's comments in preparing any amendments to the next LCS Careers Programme before submitting it to the LPA for Approval.
- 6.4 The provisions of paragraph 6.3 shall continue to apply to all LCS Operational Periods until the LCSCPG ceases to exist pursuant to the LCSCPG Operating Procedures.
- 6.5 Following the Approval of each LCS Careers Programme and subject to any updates and/or revisions as may be Approved pursuant to paragraph 7, LLDC shall implement

and continue to implement each Approved LCS Careers Programme for the relevant LCS Operational Period.

- 6.6 Each LCS Careers Programme shall, as a minimum, include initiatives and measures to provide education and training opportunities and employment advice and programmes in order to assist Local Residents to gain employment in jobs related to the Development by increasing their knowledge, skills, experience and confidence, such initiatives and measures to include (but not limited to):
- 6.6.1 measures to be adopted to enable the Agreed Targets to be achieved including provision of the Practical Training Land or Additional Employment Measures identified by a PTL Study to be included in the LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1;
 - 6.6.2 labour market forecasting for both construction and end-use workforce requirements across the Development;
 - 6.6.3 skills training to meet both construction and end-use workforce requirements across the Development;
 - 6.6.4 job and apprenticeship brokerage including any requirements for on-Site facilities to assist in bringing job-seekers and employers based at the Development together;
 - 6.6.5 methods of raising awareness within the Host Boroughs of career opportunities and supply-chain opportunities during the construction of the Development and post-construction of the Development; and
 - 6.6.6 the instalment of the LCSCPG Contribution needed to meet the anticipated cost of delivering the aims, objectives and measures set out in the LCS Careers Programme for the relevant LCS Operational Period and the cost of delivering any Practical Training Land to be provided pursuant to paragraph 3 or paragraph 7 (as applicable).
- 6.7 Where any PTL Study identifies any Additional Employment Measures, following the Approval of such PTL Study the Additional Employment Measures identified in such PTL Study shall be deemed to form part of the relevant Approved LCS Careers Programme for the LCS Operational Period applicable to that PTL Study.

7. MONITORING AND REVIEW

- 7.1 LLDC will submit a draft monitoring and review report to the LCSCPG every 12 (twelve) months until the LCSCPG ceases to exist pursuant to the LCSCPG Operating Procedures, the first such report to be submitted to the LCSCPG no later than 31 March following the first anniversary of the start of the first LCS Operational Period, each report to contain the following information:
- 7.1.1 progress in the Developer achieving the Agreed Targets, including (to the extent LLDC is not prevented from doing so by any rule of law whether domestic or international and to the extent LLDC is provided with such data (having used Reasonable Endeavours to obtain such data from the Developer)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status;
 - 7.1.2 progress in implementing the relevant LCS Careers Programme together with any updates and/or revisions to the relevant LCS Careers Programme;
 - 7.1.3 where the Practical Training Land has been provided pursuant to paragraphs 3 or 7.3 (as applicable), a review of:

- (a) the effectiveness of such Practical Training Land in assisting to meet the construction needs of the Development and/or in assisting to achieve the targets set out in paragraph 1.1; and
- (b) the term of years left on the lease granted to the training provider in respect of the Practical Training Land

and where such review concludes that Practical Training Land has assisted in meeting the construction needs of the Development and/or has assisted in achieving the targets set out in paragraph 1.1 and the lease of the Practical Training Land is due to come to an end in the following 12 (twelve) month period, a PTL Study;

- 7.1.4 where no Practical Training Land has been provided as a result of paragraphs 3.3 or 3.5 or 7.4, a PTL Study;
- 7.1.5 the number of Non-Residential Unit completions across the Development; and
- 7.1.6 annual certificated accounts (marked for the attention of the Director of Planning Decisions at the LPA) of the LCSCPG Account setting out:
 - (a) the expenditure of the relevant instalment of the LCSCPG Contribution including an itemised statement detailing all interest accruing to and all payments out of the LCSCPG Account annually; and
 - (b) the forecast spend of the relevant LCSCPG Contribution against the relevant LCS Careers Programme for the forthcoming 12 month period including, where Additional Employment Measures are identified in a PTL Study, whether any further instalment of the LCSCPG Contribution is needed

and LLDC will take into account have the LCSCPG's comments before submitting each monitoring and review report to the LPA for Approval and where LLDC does not agree with such comments, the monitoring and review report shall include a reasoned explanation and justification of why such comments have not been incorporated.

- 7.2 LLDC will submit each monitoring and review report (the draft of which having been prepared pursuant to paragraph 7.1) to the LPA for Approval no later than four weeks following receipt of the LCSCPG's comments on the draft monitoring and review report.
- 7.3 Where the PTL Study Approved as part of a monitoring and review report pursuant to paragraph 7.2 concludes that the Practical Training Land should be provided, the Developer shall:
 - 7.3.1 where Practical Training Land has not been provided:
 - (a) within three months of the Approval of such PTL Study, agree with the LPA the precise location of the Practical Training Land within the Site, the precise size of such Practical Training Land, the duration the Practical Training Land shall be made available and the timetable for the delivery of the Practical Training Land;
 - (b) within 15 Working Days of agreeing with the LPA the details set out in paragraph 7.3.1(a), offer to grant a lease of the Practical Training Land to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land at the rent set out in such Approved

PTL Study and shall use Reasonable Endeavours to enter into such lease for a period of 5 (five) months from the lease being first offered for grant;

- (c) make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details and timetable for delivery agreed pursuant to paragraph 7.3.1(a); and
- (d) where a lease of the Practical Training Land is granted to a training provider the Developer shall:
 - (i) provide and continue to make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details agreed pursuant to paragraph 7.3.1(a); and
 - (ii) fence the Practical Training Land prior to the handover to any training provider

and any costs incurred by the Developer in relation to the preparation of the Practical Training Land, the construction of any facilities on the Practical Training Land and its use shall be defrayed from the LCSCPG Contribution.

7.3.2 where Practical Training Land has been provided and the lease of the Practical Training Land is due to come to an end in the following 12 (twelve) month period, use Reasonable Endeavours to enter into a new lease of such Practical Training Land with a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land.

7.4 In the event that an agreement for lease is not entered into or a lease is not granted within 5 (five) months of the first offer having been made pursuant to paragraph 7.3.1(b) or 7.3.2, the Developer shall submit a detailed written statement to the LPA for Approval explaining why the agreement for lease or lease has not been completed or granted (as applicable) (together with reasonable evidence demonstrating that it has used Reasonable Endeavours) and upon the Approval of such written statement the Developer's obligation to provide the Practical Training Land shall fall away subject to the Developer's on-going obligations under this paragraph 7.

7.5 Any lease for the Practical Training Land to be granted pursuant to this paragraph 7, shall be granted at a rent of no more than that set out in the Approved PTL Study.

8. **MANAGED WORKSPACE**

8.1 In the event as at submission of the SZMP for SPDZ 5A, the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Developer shall not be required to provide the Minimum Managed Workspace in the B1 Units in SPDZ 5A.

8.2 In the event as at submission of the SZMP for SPDZ 5A, some or all of the Minimum Managed Workspace has not been Secured as part of the IBC/MPC Legacy Development, the following shall apply:

- 8.2.1 the SZMP for SPDZ 5A shall identify the proposed location of the LCS Minimum Managed Workspace within SPDZ 5A;
- 8.2.2 the Developer shall not Occupy more than 380 (three hundred and eighty) of the Residential Units which are permitted to be constructed in SPDZ 5A unless and until:
- (a) the LCS Minimum Managed Workspace has been let on market lease terms; or
 - (b) where all or part of the LCS Minimum Managed Workspace has not been let, the Developer has used Reasonable Endeavours to enter into an agreement for lease or grant a lease in respect of the LCS Minimum Managed Workspace within the Managed Workspace Marketing Period, the Developer has submitted the Managed Workspace Marketing Report to the LPA for Approval and the LPA has Approved the Managed Workspace Marketing Report;
- 8.2.3 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA does not Approve the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace and the provisions of paragraph 8.2.2 shall re-apply;
- 8.2.4 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA has Approved the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace on the lease terms set out in the Approved Managed Workspace Marketing Report and the Developer shall use Reasonable Endeavours to enter into such agreement for lease or grant such lease within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**");
- 8.2.5 where an agreement for lease or lease for the LCS Minimum Managed Workspace is not completed or granted (as applicable) within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to complete or grant such agreement for lease or lease (as applicable), the Developer shall not be required to provide the LCS Minimum Managed Workspace as part of the Development in SPDZ 5A notwithstanding that the SZMP for SPDZ 5A shows the provision of LCS Minimum Managed Workspace;
- 8.2.6 where the Developer enters into an agreement for lease or grants a lease in respect of some or all of the LCS Minimum Managed Workspace in SPDZ 5A, the Developer shall deliver such LCS Minimum Managed Workspace in SPDZ 5A and following the grant of a lease in respect of some or all of the LCS Minimum Managed Workspace and if and so long as such lease (or any renewed or replacement lease) subsists, the LCS Minimum Managed Workspace subject to such lease shall not unless otherwise agreed in writing with the LPA be used other than for Managed Workspace.
- 8.3 In the event as at submission of the SZMP for SPDZ 8A, the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 5A, the Developer shall not be required to provide the Minimum Managed Workspace in the B1 Units in SPDZ 8A.

- 8.4 In the event as at submission of the SZMP for SPDZ 8A, some or all of the Minimum Managed Workspace has not been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 5A, the following shall apply:
- 8.4.1 the SZMP for SPDZ 8A shall identify the proposed location of the LCS Minimum Managed Workspace within SPDZ 8A;
 - 8.4.2 the Developer shall not Occupy more than 740 (seven hundred and forty) of the Residential Units which are permitted to be constructed in SPDZ 8A unless and until:
 - (a) the LCS Minimum Managed Workspace has been let on market lease terms; or
 - (b) where all or part of the LCS Minimum Managed Workspace has not been let, the Developer has used Reasonable Endeavours to enter into an agreement for lease or grant a lease in respect of the LCS Minimum Managed Workspace within the Managed Workspace Marketing Period, the Developer has submitted the Managed Workspace Marketing Report to the LPA for Approval and the LPA has Approved the Managed Workspace Marketing Report;
 - 8.4.3 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA does not Approve the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace and the provisions of paragraph 8.4.2 shall re-apply;
 - 8.4.4 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA has Approved the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace on the lease terms set out in the Approved Managed Workspace Marketing Report and the Developer shall use Reasonable Endeavours to enter into such agreement for lease or grant such lease within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**");
 - 8.4.5 where an agreement for lease or lease for the LCS Minimum Managed Workspace is not completed or granted (as applicable) within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to complete or grant such agreement for lease or lease (as applicable), the Developer shall not be required to provide the LCS Minimum Managed Workspace as part of the Development in SPDZ 8A notwithstanding that the SZMP for SPDZ 8A shows the provision of LCS Minimum Managed Workspace;
 - 8.4.6 where the Developer enters into an agreement for lease or grants a lease in respect of some or all of the LCS Minimum Managed Workspace in SPDZ 8A, the Developer shall deliver such LCS Minimum Managed Workspace in SPDZ 8A and following the grant of a lease in respect of some or all of the LCS Minimum Managed Workspace and if and so long as such lease (or any renewed or replacement lease) subsists, the LCS Minimum Managed Workspace subject to such lease shall not unless otherwise agreed in writing with the LPA be used other than for Managed Workspace.

9. **AFFORDABLE WORKSPACE**

Subject to the PDZ Viability Assessment, in respect of SPDZ 5A and SPDZ 8A, not less than 930sq m of B1 Units in SPDZ 5A and/or SPDZ 8A shall be provided as Affordable Workspace.

10. **APPROVAL**

10.1 The LPA shall confirm whether or not it Approves any Approval Document submitted to it under this Schedule within:

10.1.1 20 (twenty) Working Days of receipt of any Approval Document; or

10.1.2 where the LPA decides that it needs to report any Approval Document to its planning committee, 40 (forty) Working Days of receipt of such Approval Document

PROVIDED THAT where paragraph 10.1.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 10 (ten) Working Days of receipt of any Approval Document submitted to it under this Schedule and **FURTHER PROVIDED THAT** in the event the LPA refuses to Approve any Approval Document the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 10

GREEN INFRASTRUCTURE – BAP AND PUBLICLY ACCESSIBLE OPEN SPACE

RECITALS

- (A) The Planning Application seeks planning permission for open space, including areas for biodiversity, to support the Development. This open space provision adds to the 102 hectares of PAOS previously permitted under the Olympic Consents and required to be provided at the conclusion of the Legacy Transformation Phase. The provision for biodiverse areas also complements the habitats set out in the Olympic Park Biodiversity Action Plan 2008.
- (B) It has been agreed that a new Biodiversity Action Plan shall be prepared for the Olympic Park which covers both the area approved under the Olympic Park Biodiversity Action Plan 2008 and the Site. This Schedule also sets out the obligations for the Developer and the LPA with respect to providing a minimum of 45ha of and a maximum of 49.1 ha of BAP Habitat for the Olympic Park.
- (C) On open space, this Schedule sets out the obligations to provide a minimum of 102 ha and a maximum of 110 ha of PAOS. It has been agreed that the Developer will prepare a PAOS Plan for the Olympic Park.

DEFINITIONS

- "Approved"** means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;
- "BAP Habitat"** means the type and quality of space and features to support the priority habitats and species outlined in the Olympic Park Biodiversity Action Plan 2008;
- "Biodiversity Action Plan"** means a plan for the BAP Habitat in the Olympic Park which:
1. sets out a Olympic Park wide quantum of BAP Habitat of 49.1ha which is based on the anticipated provision of 4.4ha of BAP Habitat on the Stadium Site as part of Stadium Transformation and in the event Stadium Transformation does not provide 4.4ha of BAP Habitat on the Stadium Site the Olympic Park wide quantum of BAP Habitat will be reduced accordingly and for the avoidance of doubt in the event the quantum of BAP Habitat in the Olympic Park that is not Site BAP Habitat is reduced during the duration of the Biodiversity Action Plan, the Developer will not be required to increase the quantum of Site BAP Habitat to compensate for such reduction;
 2. builds on and delivers the vision for biodiversity enhancement and conservation in the Olympic Park and identifies strategic directions that take account of the international, national, regional and local conservation scene;
 3. provides a guide to nature conservation measures and biodiversity objectives for all those involved in the management and maintenance of the Olympic Park;
 4. outlines action required to establish and conserve species

	and habitats of conservation concern in the Olympic Park;
	5. sets out the detailed maintenance and management regime for the BAP Habitat in the Olympic Park;
	6. outlines long-term management actions to ensure successful establishment and an increase in value of created habitat;
	7. promotes coordinated action and increased effort to benefit wildlife in the Olympic Park; and
	8. provides opportunities for local people to get involved in nature conservation work and biodiversity related activities;
"Canal & River Trust"	means the company of that name limited by guarantee formed and registered under the Companies Act 2006 (c. 46) with company number 07807276 and which on 2 July 2012 the functions exercisable by the British Waterways Board were transferred to it by virtue of The British Waterways Board (Transfer of Functions) Order 2012;
"Condition LTD.22"	means condition LTD.22 attached to the OLF Permission;
"Lee Valley Regional Park Authority"	means the authority of that name established pursuant to the Lee Valley Regional Park Act 1966;
"LLDC Land"	means that part of the Olympic Park that is owned by LLDC or over which LLDC has control such that it is able to implement the Biodiversity Action Plan and the PAOS Plan and carry out the monitoring pursuant to paragraphs 1.3 and 2.3;
"LLDC's BAP"	means the BAP Habitat provided on LLDC Land;
"LLDC's PAOS"	means the PAOS provided on LLDC Land;
"Non LLDC BAP"	means the BAP Habitat that is not provided on LLDC Land;
"Non LLDC Land"	means that part of the Olympic Park that is not LLDC Land;
"Non LLDC PAOS"	means the PAOS that is not provided on LLDC Land;
"Olympic Park Biodiversity Action Plan 2008"	means the biodiversity action plan submitted to the LPA pursuant to condition OD.0.11 of the OLF Permission and approved by the LPA on 4 March 2009 (under application reference 08/90297/AODODA);
"Olympic Stadium"	means the stadium approved pursuant to the OLF Permission and the subject of a planning application submitted to the LPA and given reference number 12/90349/FUMODA by the LPA;
"PAOS Plan"	means a plan for the PAOS in the Olympic Park which: <ol style="list-style-type: none"> 1. sets out a Olympic Park wide quantum of PAOS of 110ha and for the avoidance of doubt in the event the quantum of PAOS in the Olympic Park that is not Site PAOS is reduced during the duration of the PAOS Plan, the Developer will not be required to increase the quantum of the Site PAOS to compensate for reduction; and

2. builds on and delivers the vision for Publicly Accessible Open Space in the Olympic Park and identifies strategic directions that take account of the international, national, regional and local conservation scene;

"Publicly Accessible Open Space" or "PAOS"	areas of coherent open space which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space;
"Site BAP Habitat"	means the BAP Habitat provided as part of the Development pursuant to Conditions LCS0.137, 138, 143, 144, 145, 146 and 151 and paragraph 1;
"Site PAOS"	means the PAOS provided as part of the Development pursuant to Conditions LCS0.137, 144, 147 and 148 and paragraph 2;
"Stadium Site"	means PDZ3 as identified in the Olympic Consents;
"Stadium Transformation"	means the transformation of the Olympic Stadium for legacy use following the end of the Games and the Legacy Transformation Phase.

OPERATIVE PROVISIONS

1. Biodiversity Action Plan – Legacy Phase

1.1 BAP Habitat

1.1.1 Subject always to paragraph 1.1.2, LLDC shall use Reasonable Endeavours to provide 49.1ha of BAP Habitat within the Olympic Park and **FOR THE AVOIDANCE OF DOUBT** the figure of 49.1ha is based upon the anticipated provision of 4.4 ha of BAP Habitat on the Stadium Site as part of Stadium Transformation and in the event that Stadium Transformation as may be approved by the LPA does not provide 4.4ha of BAP Habitat on the Stadium Site the 49.1ha Olympic Park wide quantum of BAP Habitat shall be reduced accordingly.

1.1.2 LLDC shall provide no less than 45ha of BAP Habitat in the Olympic Park (which for the avoidance of doubt includes the Site BAP Habitat) **SAVE THAT** in the event that the LPA approves any planning application that reduces the quantum of BAP Habitat in the Olympic Park that is not Site BAP Habitat, LLDC shall not be required to increase the quantum of Site BAP Habitat to compensate for such reduction.

1.2 Preparation of Olympic Park Wide Biodiversity Action Plan

1.2.1 Prior to Occupation of any Residential Units, LLDC shall prepare and submit to the LPA for Approval a Biodiversity Action Plan for the Olympic Park.

1.2.2 The Developer shall not Occupy any Residential Units unless and until the Biodiversity Action Plan has been submitted to the LPA pursuant to paragraph 1.2.1 and has been Approved.

1.2.3 LLDC shall use Reasonable Endeavours to liaise with Lee Valley Regional Park Authority, Canal & River Trust and the London Borough of Hackney (as

land owner of part of the Non LLDC Land) and any other owners of Non LLDC Land in the preparation of the Biodiversity Action Plan in relation to those parts of the Biodiversity Action Plan that relate to Non LLDC Land.

- 1.2.4 On submission of the Biodiversity Action Plan, the LPA shall consult on the content of the said Biodiversity Action Plan with Natural England, Canal & River Trust, the Environment Agency, Lee Valley Regional Park Authority, London Wildlife Trust, the London Borough of Hackney and such other organisations with an interest in nature conservation work and biodiversity as it may consider appropriate to consult.
- 1.2.5 Following each monitoring process pursuant to paragraphs 1.3.1(a) and 1.3.1(b), the LPA shall in consultation with LLDC and with regard to the results of the monitoring process required by paragraphs 1.3.1(a) and 1.3.1(b), determine whether an update is required to the Biodiversity Action Plan and, if it determines that an update is so required, LLDC shall update the Biodiversity Action Plan as soon as practicable thereafter.

1.3 **Monitoring, Maintaining and Managing the BAP Habitat**

- 1.3.1 At the same time as submitting the Biodiversity Action Plan to the LPA, LLDC shall submit details to the LPA for Approval of a mechanism to:
- (a) monitor the implementation of the Biodiversity Action Plan on the LLDC Land and measure the success of the measures set out therein in respect of the LLDC BAP;
 - (b) use Reasonable Endeavours to secure the monitoring of the implementation of the Biodiversity Action Plan on Non LLDC Land and measure the success of the measures set out therein in respect of Non LLDC BAP;
 - (c) report the information referred to at paragraphs 1.3.1(a) and 1.3.1(b) to the LPA; and
 - (d) the monitoring pursuant to paragraphs 1.3.1(a) and 1.3.1(b) shall take place annually on the anniversary of the Approval of the Biodiversity Action Plan for the first three years following Approval of the Biodiversity Action Plan and thereafter every two years up to Completion of the Development unless otherwise agreed in writing with the LPA.
- 1.3.2 Immediately following delivery of any Site BAP Habitat and until Completion of the Development, the Developer shall;
- (a) comply with the provisions of the Approved Biodiversity Action Plan in relation to Site BAP Habitat;
 - (b) commence and continue to monitor all Site BAP Habitat and report the results of such monitoring to the LPA in accordance with the mechanism agreed pursuant to paragraph 1.3.1; and
 - (c) maintain all Site BAP Habitat in accordance with the Approved Biodiversity Action Plan; and

- (d) manage all Site BAP Habitat in accordance with the Approved Biodiversity Action Plan and as required by the monitoring exercise.

2. PAOS Plan – Legacy Phase

2.1 Provision of Publicly Accessible Open Space

- 2.1.1 Subject always to paragraph 2.1.2, LLDC shall use Reasonable Endeavours to ensure the provision of 110ha of PAOS within the Olympic Park.
- 2.1.2 LLDC shall provide no less than 102ha of PAOS in the Olympic Park (which for the avoidance of doubt includes the Site PAOS) (as required under Condition LTD.22) **SAVE THAT** in the event that the LPA approves any planning application that reduces the quantum of PAOS within the Olympic Park that is not Site PAOS, LLDC shall not be required to increase the quantum of Site PAOS to compensate for such reduction.

2.2 Preparation of Olympic Park Wide PAOS Plan

- 2.2.1 Prior to Occupation of any Residential Units, LLDC shall prepare and submit to the LPA for Approval a PAOS Plan for the Olympic Park. and the Developer shall not Occupy any Residential Units until the PAOS Plan has been Approved by the LPA.
- 2.2.2 The Developer shall not Occupy any Residential Units unless and until the PAOS Plan has been submitted to the LPA pursuant to paragraph 2.2.1 and has been Approved.
- 2.2.3 LLDC shall use Reasonable Endeavours to liaise with any owners of Non LLDC Land in the preparation of the PAOS Plan in relation to those parts of the PAOS Plan that relate to Non LLDC Land.
- 2.2.4 On submission of the PAOS Plan, the LPA shall consult on the content of the said PAOS Plan with the GLA and such other organisations with an interest in PAOS as it considers appropriate to consult.
- 2.2.5 Following each monitoring process pursuant to paragraphs 2.3.1(a) and 2.3.1(b), the LPA shall in consultation with LLDC and with regard to the results of the monitoring process required by paragraphs 2.3.1(a) and 2.3.1(b), determine whether an update is required to the PAOS Plan and, if it determines that an update is so required, LLDC shall update the PAOS Plan as soon as practicable thereafter.

2.3 Monitoring the PAOS

- 2.3.1 At the same time as submitting the PAOS Plan to the LPA, LLDC shall submit details to the LPA for Approval of a mechanism to:
 - (a) monitor the implementation of the PAOS Plan on the LLDC Land;
 - (b) use Reasonable Endeavours to secure the monitoring of the implementation of the PAOS Plan on Non LLDC Land;
 - (c) report the information referred to at paragraphs 2.3.1(a) and 2.3.1(b) to the LPA; and

- (d) the monitoring pursuant to paragraphs 2.3.1(a) and 2.3.1(b) shall take place annually on the anniversary of the Approval of the PAOS Plan for the first three years following Approval of the PAOS Plan and thereafter every two years up to completion of the Development unless otherwise agreed in writing with the LPA.

2.3.2 immediately following Approval of the PAOS Plan and until Completion of the Development, the Developer shall;

- (a) comply with the provisions of the Approved PAOS Plan in relation to Site PAOS;
- (b) use Reasonable Endeavours to comply with the provision of the Approved PAOS Plan in relation to PAOS on Non LLDC Land; and
- (c) commence and continue to monitor all PAOS and report the results of such monitoring to the LPA in accordance with the mechanism agreed pursuant to paragraph 2.3.1.

3. APPROVAL

3.1 The LPA shall confirm whether or not it Approves each Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 within:

3.1.1 20 (twenty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1; or

3.1.2 where the LPA decides that it needs to report such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 to its planning committee, 40 (forty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1

PROVIDED THAT where paragraph 3.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 11

SUSTAINABILITY

RECITALS

- (A) The Planning Application seeks consent for a mixed use development and it is a key objective that the Development builds on the sustainability legacy from the Olympic Development.
- (B) It has been agreed that each element of the Development is designed and consented with regard to future sustainability policy requirements.
- (C) In addition it is agreed that the investment in the low carbon energy infrastructure for the Olympic Development is utilised across the Development.
- (D) This schedule sets out the obligations to extend and connect to the existing District Heating Network and the Old Ford Facility. It also sets out obligations in relation to the achievement of "zero carbon" targets for residential and non-residential buildings through the use of "Allowable Solutions" and the development of such policies during the Development and a review mechanism for delivering sustainability enhancements as required by changes in policy during the Development.

DEFINITIONS

- "Amenity Value"** means water that is integrated within the landscape and green infrastructure (and which may also be integrated with sustainable drainage systems) associated with the Development that contribute to the well being of residents/visitors by creating an attractive and interesting public realm and promoting increased leisure and recreational opportunities
- "Approved"** means, in the context of this Schedule, approved by the LPA pursuant to paragraph 6 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly
- "Baseline Conditions"** means the sustainability requirements imposed in the Conditions to the Permission
- "Carbon Reduction Targets"** means the CO₂ emission reduction targets set out in paragraph 2.1 of this Schedule
- "District Heating Network"** means the Olympic Park district heating network
- "Existing Non-Potable Water Network"** means the existing non-potable water network in PDZs 2, 3, 4, 5 and 6
- "Feasibility Conclusions"** means the conclusions, taking into account all aspects of the Old Ford Study, as to whether it is feasible (both financially and technically):
- (a) to use the Old Ford Facility to supply non-potable water to the Development in PDZs 2, 4, 5 and 6; and/or
 - (b) to extend the Old Ford Facility to supply non-potable water to the Development in PDZs 1, 8 and

and, if so, the extent to which it is feasible (both financially and technically) to be so used and/or extended and a programme for the delivery of such use or extension

"Locally Adopted Solutions"	Offset	means any offsetting arrangement formally adopted by the relevant planning authority under London Plan Policy 5.2 or any replacement from time to time
"National Solutions"	Allowable	means any offsetting arrangement contained in policy that may be brought forward by the Government on Zero Carbon to enable Zero Carbon objectives to be met via an Off-Site Hierarchy
"Offset Solutions"		means, prior to Locally Adopted Offset Solutions or National Allowable Solutions being adopted, a scheme or schemes for carbon reduction prepared in accordance with the Off-Site Hierarchy and agreed with the LPA in consultation with the Host Boroughs and having regard to relevant GLA policy or, if no such policy, having regard to the contents of the Zero Carbon Hub report entitled "Allowable Solutions for Tomorrow's New Homes: Towards a Workable Framework Dated July 2011"
"Off-Site Hierarchy"		means a hierarchy where On Plot carbon reduction measures are preferred, followed by On Site carbon reduction measures (where near On Plot measures are preferable to measures which are further from the On Plot) and then Off Site carbon reduction measures (where near Site measures are preferable to measures which are further from the Site)
"Old Ford Facility"		means the non potable water facility at Old Ford and the Existing Non-Potable Water Network
"Old Ford Study"		means a study to establish the feasibility (both financially and technically) of: <ul style="list-style-type: none"> (a) the use of the Old Ford Facility to supply non-potable water to the Development in PDZs 2, 4, 5 and 6; and (b) the extension of the Old Ford Facility to supply non-potable water to the Development in PDZs 1, 8 and 12; <p>to be submitted to and approved by the LPA pursuant to paragraphs 3.3 and 6 and which shall include the following:</p> <ul style="list-style-type: none"> (i) an assessment of the likelihood of obtaining the necessary licensing, permitting and consents; (ii) an assessment of the hydraulic and process capacity, technical capability and water quality control of the Old Ford Facility considering existing and alternative technology opportunities that may be utilised at the facility; (iii) an assessment of opportunities to increase the

hydraulic and process capacity of the Old Ford Facility to supply non potable water to the Development;

- (iv) identifying and appraising alternative non potable water supply technologies that would enable the reduction of potable water use across the Development, such appraisal to be taken into account in the analysis pursuant to paragraph (v);
- (v) a life cycle cost benefit analysis compared with other water resource measures (including other non potable water resource measures) to reduce potable water use at the Development across a range of water demand uses. The analysis must include an assessment of the sustainability benefits of the water resource options including in terms of Water Neutrality, embodied and operational carbon, resilience/adaptability to climate change, surface water drainage and flood risk, biodiversity, Amenity Value and water quality. The analysis should identify how weighting has been applied; and
- (vi) the Feasibility Conclusions

"On Plot"		means within the site of the relevant Reserved Matters application
"Regulated Emissions"		means CO ₂ emissions resulting from energy uses regulated by the Building Regulations 2010 as amended from time to time
"Residual CO₂ Emissions"		means the difference between: <ul style="list-style-type: none"> (a) the applicable Carbon Reduction Targets; and (b) the actual reduction of Regulated Emissions achieved through On Plot measures
"Sustainability Contribution"		means the amount identified in the Confidential Appendix as being the sum available for the measures set out in paragraphs 3.5, 3.6 and 3.7
"Sustainability Consultant"	Cost	means the cost consultant to be jointly appointed by LLDC and the LPA in accordance with paragraph 5.8
"Sustainability Enhancements"		means measures and works required to enhance the sustainability performance of the Development above the requirements of the Baseline Conditions in order to comply with Sustainability Planning Policies current at the date of submission of the ZMP for the relevant PDZ and at the date of submission of the SZMP for the relevant SPDZ
"Sustainability Enhancements Cap"		means a total spend of £1,170,000 (one million, one hundred and seventy thousand pounds) (Indexed) across the Site
"Sustainability Policies"	Planning	means national, London-wide, local and neighbourhood planning policies relating to sustainability, including without limitation policies relating to energy demand and supply, carbon emissions, waste and materials, water supply and

demand and climate resilience

- "Thames Water Study" means a seven year study which started in February 2012 carried out by Thames Water on the technical feasibility of the continued use of the Old Ford Facility
- "Water Neutrality" means total potable water use across the wider area after the Development is equal to or less than total potable water use across the wider area before the Development
- "Zero Carbon" means zero Regulated Emissions

OPERATIVE PROVISIONS

1. EXTENSION OF DISTRICT HEATING NETWORK TO PDZS 8 AND 12

- 1.1 LLDC shall use Reasonable Endeavours to extend the District Heating Network to allow the connection of all buildings to be constructed in PDZs 8 and 12 and shall provide a written report to the LPA not less than once every 12 (twelve) months following the Commencement of Development until the date specified in paragraph 1.2 below outlining the steps LLDC has taken to satisfy this obligation and the progress made towards securing the extension.
- 1.2 LLDC's obligations in paragraph 1.1 shall cease to apply:
- 1.2.1 in the case of PDZ 8, upon whichever is the later of the Occupation of the first Residential Unit in SPDZ8A or SPDZ8B; and
- 1.2.2 in the case of PDZ12, upon Occupation of the first Residential Unit in PDZ 12.

2. CO2 EMISSION REDUCTIONS

- 2.1 The Developer shall use Reasonable Endeavours to achieve as a minimum the following CO₂ emission reduction targets through On Plot measures to reduce Regulated Emissions by exploring a variety of alternatives to deliver such reductions:
- 2.1.1 25% improvement on 2010 Building Regulations in the period to 2013
- 2.1.2 40% improvement on 2010 Building Regulations from 2013
- 2.1.3 Zero Carbon for all dwellings from 2016
- 2.1.4 Zero Carbon for non-residential buildings from 2019
- 2.2 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Offset Solutions to meet the applicable Carbon Reduction Targets as at the date of the relevant Reserved Matters application, no Development shall be Commenced pursuant to the relevant Reserved Matters approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is £46 (forty six pounds) (Indexed)

"B" is the tonnage of Residual CO₂ Emissions to be off set by Offset Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133 or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.3 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Locally Adopted Offset Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is the carbon price per tonne as set by the Locally Adopted Offset Solutions policy

"B" is the tonnage of Residual CO₂ Emissions to be off set by Locally Adopted Offset Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to the list of projects and/or solutions identified in its Locally Adopted Offset Solutions policy or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.4 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of National Allowable Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is the carbon price per tonne as set by the National Allowable Solutions policy

"B" is the tonnage of Residual CO₂ Emissions to be off set by National Allowable Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133, in any Locally Adopted Offset Solutions policy and/or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.5 Energy statements submitted pursuant to Condition LCS0.131 shall only identify the use of National Allowable Solutions where the National Allowable Solutions policy is introduced after the Locally Adopted Offset Solutions policy and then only to the extent it expressly replaces any Locally Adopted Offset Solutions policy.
- 2.6 The Developer's total liability pursuant to paragraphs 2.2 to 2.4 shall not exceed £6,904,000 (six million nine hundred and four thousand pounds) Indexed.
- 2.7 The Developer shall assist the LPA in carrying out any studies to identify potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions and the Developer shall submit representations on any consultation on the identification of potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions.

3. **NON-POTABLE WATER SUPPLY**

3.1 LLDC shall:

- 3.1.1 work with Thames Water in the carrying out of the Thames Water Study and the Old Ford Study; and
- 3.1.2 use Reasonable Endeavours to supply the Development with non-potable water from the Old Ford Facility PROVIDED THAT this obligation shall cease to apply to the extent that the Feasibility Conclusions contained in the Approved Old Ford Study indicate pursuant to paragraph 3.7 that it is not feasible to:
 - (a) use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6 (or any part(s) thereof); and/or
 - (b) extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12 (or any part(s) thereof).
- 3.2 LLDC shall provide a written report to the LPA within 12 (twelve) months of the date of this Agreement and supplemental written reports not less than once every 12 (twelve) months thereafter outlining the steps LLDC has taken to satisfy the obligations in paragraph 3.1 PROVIDED THAT following the Approval of the Old Ford Study pursuant to paragraph 3.3 LLDC and the LPA shall agree such other period for reporting as may be reasonable in light of the Feasibility Conclusions.
- 3.3 LLDC covenants to carry out, diligently proceed with and complete the Old Ford Study and submit the same to the LPA for Approval by no later than 1 April 2019.
- 3.4 The Developer shall not Occupy more than 2000 (two thousand) Residential Units, which are permitted to be constructed across the Development, unless and until such time as the Old Ford Study has been Approved.
- 3.5 In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is feasible to use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6 (or any part(s) thereof) LLDC covenants to:
 - 3.5.1 make and diligently pursue applications for all necessary consents; and
 - 3.5.2 subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs 2,

4, 5 and 6 (or the relevant part(s) thereof) in accordance with the programme set out in the Approved Old Ford Study.

3.6 In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is feasible to extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12 (or any part(s) thereof) LLDC covenants to:

3.6.1 make and diligently pursue applications for all necessary consents; and

3.6.2 subject to obtaining all necessary consents, to carry out such works as are necessary to extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12 (or the relevant part(s) thereof) in accordance with the programme set out in the approved Old Ford Study.

3.7 In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is not feasible to:

3.7.1 use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6 (or any part(s) thereof); and/or

3.7.2 extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12 (or any part(s) thereof)

then the following shall apply:

3.7.3 LLDC covenants to work with Thames Water (or such other operator of the Old Ford Facility) to ascertain whether the Old Ford Facility could be utilised for other uses within the Olympic Park; and

3.7.4 the Developer covenants to use Reasonable Endeavours to incorporate alternative measures to reduce potable water use including (but not limited to) rainwater harvesting, grey water recycling and local sewage treatment in such parts of the Development for which Reserved Matters applications subsequently come forward taking into account the feasibility (both financially and technically) of such alternative measures, and the steps the Developer has taken to comply with this obligation shall be set out in the water statement to be submitted with each such Reserved Matters application pursuant to Condition LCS0.134.

3.8 Where the Developer and LLDC are the same entity, in using its Reasonable Endeavours pursuant to paragraph 3.7.4 LLDC shall apply so much of the Sustainability Contribution as is remaining at the time on incorporating into the Development alternative measures to reduce potable water use and LLDC shall provide the LPA with a report every 12 (twelve) months following the Approval of the Old Ford Study detailing:

3.8.1 how much of the Sustainability Contribution remains;

3.8.2 how much of the Sustainability Contribution has been spent in Complying with paragraph 3.7.4 over the previous 12 (twelve) months;

3.8.3 the measures which have been implemented and how such measures have assisted in reducing potable water use; and

3.8.4 the expected spend for the forthcoming 12 (twelve) months.

3.9 Where the Developer and LLDC are not the same entity, LLDC shall work with the Developer to:

- 3.9.1 where paragraph 3.5 applies, to use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6 (or the relevant part(s) thereof);
 - 3.9.2 where paragraph 3.6 applies, to extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12 (or the relevant part(s) thereof);
 - 3.9.3 where paragraph 3.7 applies, to incorporate into the Development alternative measures to reduce potable water use
- 3.10 This paragraph 3 shall be without prejudice to the requirement to submit a water statement with all Reserved Matters Applications pursuant to Condition LCS0.134.
 - 3.11 LLDC's maximum liability in Complying with this paragraph 3 shall not exceed the Sustainability Contribution.

4. CONSTRUCTION MOVEMENTS BY RAIL/WATER

- 4.1 The Developer shall use Reasonable Endeavours to achieve the following targets:
 - 4.1.1 to transport to the Site by rail and/or water not less than 25% of construction materials, by weight, used in the construction of the Development; and
 - 4.1.2 to transport from the Site by rail and/or water not less than 50% of construction waste, by weight, arising from the construction of the Development.

5. SUSTAINABILITY REVIEW MECHANISM

- 5.1 Without prejudice to the Baseline Conditions and subject to paragraphs 5.2 to 5.7 inclusive, the Development in each PDZ shall be substantially in accordance with Sustainability Planning Policies current at the date of submission of the ZMP for the relevant PDZ and at the date of submission of the SZMP for the relevant SPDZ.
- 5.2 Save in respect of the ZMP for PDZ6, where, as at the date of submission of each ZMP and each SZMP, there has been a change in Sustainability Planning Policies since the approval of the previous ZMP or SZMP, as the case may be, (or in the case of the submission of the first ZMP or SZMP, after the ZMP for PDZ6, since the date of this Agreement), such ZMP or SZMP, as the case may be, shall be accompanied by a report, such report to be prepared by LLDC not more than two months in advance of the submission of the ZMP and or SZMP, as the case may be, (the "**Sustainability Enhancements Report**") detailing the estimated total cost of providing Sustainability Enhancements, together with a breakdown of those estimated costs for each element of the Sustainability Enhancements, required in order for the proposed development for that ZMP or SZMP, as the case may be, to comply with paragraph 5.1 across both the PDZ which is the subject of such ZMP or the SPDZ which is the subject of such SZMP, as the case may be, and all remaining PDZs for which there is no approved ZMP and all remaining SPDZs for which there is no approved SZMP as at the date of the submission of such ZMP or SZMP, as the case may be, (together the "**Remaining PDZs**"), such estimated costs having been certified by the Sustainability Cost Consultant, and the provisions of paragraphs 5.5 and 5.6 or paragraph 5.7 shall then apply as appropriate.
- 5.3 LLDC shall include with each Sustainability Enhancements Report details of the remaining unallocated amount of the Sustainability Enhancements Cap as at the date of the submission of the relevant ZMP or the relevant SZMP, as the case may be, to which the said Sustainability Enhancements Report relates taking into account the estimated total cost of providing the Sustainability Enhancements in the PDZ or SPDZ, as the case may be, to which the Sustainability Enhancements Report relates and the estimated cost of any Sustainability Enhancements set out in approved ZMPs and SZMPs.

- 5.4 Only those costs certified by the Sustainability Cost Consultant shall be counted towards the Sustainability Enhancements Cap.
- 5.5 Where the estimated total cost of providing the Sustainability Enhancements set out in the relevant Sustainability Enhancements Report would, if implemented across the Remaining PDZs and when taken together with the estimated cost of any Sustainability Enhancements set out in approved ZMPs and SZMPs, result in the Sustainability Enhancements Cap being exceeded then:
- 5.5.1 LLDC and the LPA shall use Reasonable Endeavours to agree which Sustainability Enhancements, if any, shall be included in which of the Remaining PDZs, and
- 5.5.2 each subsequent ZMP and each subsequent SZMP for all Remaining PDZs (other than the PDZ the subject of the submitted ZMP and the SPDZ the subject of the submitted SZMP) for which there is no approved ZMP and no approved SZMP shall be prepared by the Developer on the basis of the provision of those agreed Sustainability Enhancements, save where there is a subsequent change in Sustainability Planning Policies (including but not limited to the introduction of new Sustainability Planning Policies, any amendments to Sustainability Planning Policies, any relaxation in or tightening of the requirements of any Sustainability Planning Policies, or the abolition of any Sustainability Planning Policies) prior to the submission of such subsequent ZMPs and such subsequent SZMPs in which case the provisions of paragraph 5.2 shall then apply, mutatis mutandis.
- 5.6 Where LLDC and the LPA having used Reasonable Endeavours cannot agree pursuant to paragraph 5.5.1 which Sustainability Enhancements shall be included in which of the Remaining PDZs then either party may refer the matter for determination by the Expert pursuant to Clause 13.
- 5.7 Where the estimated total cost of providing the Sustainability Enhancements set out in the Sustainability Enhancements Report would, if implemented across the Remaining PDZs and when taken together with the cost of any Sustainability Enhancements set out in approved ZMPs and approved SZMPs, not result in the Sustainability Enhancements Cap being exceeded, each subsequent ZMP and each subsequent SZMP for the Remaining PDZs (other than PDZ the subject of the current ZMP and other than the SPDZ the subject of the current SZMP) for which there are no approved ZMPs and approved SZMPs shall be prepared by the Developer on the basis of the provision of all of the Sustainability Enhancements set out in the relevant Sustainability Enhancements Report, save where there is a subsequent change in Sustainability Planning Policies (including but not limited to the introduction of new Sustainability Planning Policies, any amendments to Sustainability Planning Policies, any relaxation in or tightening of the requirements of any Sustainability Planning Policies, or the abolition of any Sustainability Planning Policies) prior to the submission of such subsequent ZMPs and such subsequent SZMPs in which case the provisions of paragraph 5.2 shall then apply, mutatis mutandis.
- 5.8 LLDC and the LPA shall jointly appoint and retain whenever shall be necessary for the purposes of this paragraph 5 a suitably qualified Sustainability Cost Consultant to determine the estimated cost of providing the Sustainability Enhancements as set out in each Sustainability Enhancements Report for each ZMP that shall be submitted, and the costs of such appointment shall be apportioned as follows:
- 5.8.1 100% of the costs shall be payable by LLDC where the costs relate to a period when LLDC and the LPA are separate statutory bodies;
- 5.8.2 the costs shall be split 50/50 where the costs relate to a period when LLDC and the LPA are different functions of the same statutory body

5.9 Where Compliance with the Baseline Conditions together with any agreed Sustainability Enhancements would not be technically possible (including but not limited to incompatible technologies or incompatible construction requirements) as demonstrated by, if required by the LPA, an engineering report obtained by the Developer from an independent and suitably qualified engineer, the Developer and the LPA shall agree which of the Baseline Conditions and Sustainability Enhancements shall take precedence for the purposes of that ZMP or SZMP, as the case may be PROVIDED ALWAYS THAT any such agreement with the LPA shall not constitute a binding precedent or constitute the LPA's waiver of the need for Compliance with the Baseline Conditions and any Sustainability Enhancements in subsequent ZMPs or SZMPs.

6. **APPROVAL**

6.1 The LPA shall confirm whether or not it Approves the Old Ford Study within:

6.1.1 30 (thirty) Working Days of receipt of the Old Ford Study; or

6.1.2 where the LPA decides the matter needs to be reported to its planning committee in which case the aforementioned period shall be extended to 40 (forty) Working Days

PROVIDED THAT where paragraph 6.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Old Ford Study and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve the Old Ford Study the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or the 40 (forty) Working Days, as applicable, the provisions of Clause 12 shall apply.

SCHEDULE 12

PUBLIC ART AND CULTURAL EVENTS

RECITALS

- (A) The Developer is committed to enhancing the provision made for public art during the Games and Legacy Transformation Phase through both the protection of Existing Public Art and the provision New Public Art and also through Cultural Events.

DEFINITIONS

- "Approved"** means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;
- "Arts Co-ordinator"** means the person to be identified pursuant to paragraph 1.1 of this Schedule and shall include any replacement person notified to the LPA;
- "Arts Fund"** means the sum of £500,000 (Indexed) together with any profits associated with the holding of a Cultural Event as shall be identified in a Cultural Event Report and any third party funding to be spent on New Public Art and/or Cultural Events in accordance with each Zonal Public Art and Cultural Events Strategy;
- "Cultural Event"** means an event held at the Development which shall meet the following criteria:
1. attendance/participation shall be free of charge to members of the public;
 2. any profits from the event (whether from sales, licences, advertising, sponsorship or otherwise) shall be added to the Arts Fund; and
 3. the event shall be designed to be inclusive, to foster community relations and to celebrate the cultural diversity and history of East London;
- "Cultural Event Report"** means a report to be submitted to the LPA following a Cultural Event pursuant to paragraph 5 of this Schedule containing the following information:
1. the level of attendance at the Cultural Event;
 2. the expenditure associated with the Cultural Event; and

	3. any profits associated with the Cultural Event;
"Estate Management Entities"	means parties responsible for the management and maintenance of the common areas within the Site;
"Existing Public Art"	means physical pieces of art installed on the Site as part of the Olympic Development and the development carried out during the Legacy Transformation Phase and identified for retention and/or relocation within the Site as part of the scheme to be submitted and approved pursuant to Condition LCS0.172;
"New Public Art"	means sculpture, lighting installations, landscape works or other physical objects of art or design and associated works as could be procured through the Arts Council to be provided as part of the Development and to be provided in areas where the public have access or otherwise to be visible from such areas;
"Park Management Group"	means the group to be established pursuant to Condition LCS0.163;
"Public Art Strategies"	means each of the Site Wide Public Art and Cultural Events Strategy, the Zonal Public Art and Cultural Events Strategies and the Cultural Event Reports and "Public Art Strategy" means any one of the Site Wide Public Art and Cultural Events Strategy, the Zonal Public Art and Cultural Events Strategies and the Cultural Event Reports;
"Site Wide Public Art and Cultural Events Strategy"	means a strategy for the provision of New Public Art and/or Cultural Events as may be amended with the Approval of the LPA pursuant to paragraph 2.3 of this Schedule such strategy to include as a minimum the following information: <ul style="list-style-type: none"> 1. broad potential locations for New Public Art taking into account the proposed location of Existing Public Art to be retained as part of the Development; 2. opportunities for Cultural Events; and 3. general allocation of the Arts Fund for New Public Art and Cultural Events;
"Zonal Public Art and Cultural Events Strategy"	means a strategy for the provision of New Public Art and/or Cultural Events to include as a minimum the following information:

1. New Public Art
 - 1.1 approximate location, type and scale;
 - 1.2 how the proposed New Public Art would be publicly accessible or otherwise visible from publicly accessible areas;
 - 1.3 estimated cost of the proposed New Public Art; and
 - 1.4 management and maintenance strategy for the design life of the New Public Art

2. Cultural Events
 - 2.1 location, type and duration;
 - 2.2 timing of the event;
 - 2.3 how the proposed event would be inclusive, foster community relations and celebrate the cultural diversity and history of the local area; and
 - 2.4 estimated cost of holding the Cultural Event.

OPERATIVE PROVISIONS

1. ARTS CO-ORDINATOR

- 1.1 The Development shall not be Commenced until a suitable person has been identified within LLDC with responsibility for co-ordinating the following matters and evidence of the same provided to the LPA:
 - 1.1.1 preparation and submission of the Site Wide Public Art and Cultural Events Strategy to the LPA for Approval;
 - 1.1.2 preparation and submission of each Zonal Public Art and Cultural Events Strategy to the LPA for Approval (including working with the developers of Planning Delivery Zones to achieve the same where appropriate);
 - 1.1.3 making applications for funding for New Public Art from the Arts Council and other arts bodies, private individuals and entities;
 - 1.1.4 liaising with the Park Management Group and Estate Management Entities (where applicable) on the procurement of New Public Art and the organisation of Cultural Events;

- 1.1.5 the procurement and delivery of New Public Art; and
 - 1.1.6 the organisation of Cultural Events.
- 1.2 The role of Arts Co-ordinator shall be retained and filled by a suitable person at all times until the New Public Art to be provided as part of the Development has been installed and the Cultural Events have been held.
- 1.3 The Developer shall not Commence the Development unless and until paragraph 1.1 has been Complied with.
- 2. SITE WIDE PUBLIC ART AND CULTURAL EVENTS STRATEGY**
- 2.1 The Development shall not be Commenced until there has been submitted to and Approved in writing by the LPA a Site Wide Public Art and Cultural Events Strategy.
- 2.2 The Developer shall not Commence the Development unless and until paragraph 2.1 has been Complied with.
- 2.3 LLDC shall review the Site Wide Public Art and Cultural Events Strategy every 2 (two) years commencing on the second anniversary of the Approval of the Site Wide Public Art and Cultural Events Strategy pursuant to paragraph 2.1 above and in the event that LLDC considers that the broad location of the New Public Art and/or opportunities for Cultural Events may need to be amended following such review LLDC shall submit a revised Site Wide Public Art and Cultural Events Strategy to the LPA for Approval.
- 3. ZONAL PUBLIC ART AND CULTURAL EVENT STRATEGIES**
- 3.1 Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in a PDZ, the Zonal Masterplan for that PDZ and, if applicable, the SZMP for a SPDZ in that PDZ shall be accompanied by a Zonal Public Art and Cultural Events Strategy for Approval and no Development shall be Commenced in that PDZ (including any SPDZ) until the Zonal Public Art and Cultural Events Strategy has been Approved.
- 3.2 The Zonal Public Art and Cultural Events Strategy shall be in conformity with the Approved Site Wide Public Art and Cultural Events Strategy.
- 3.3 Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in a PDZ, the Developer shall not submit the Zonal Masterplan for that PDZ or, if applicable, the SZMP for that SPDZ unless it is accompanied by the Zonal Public Art and Cultural Events Strategy required pursuant to paragraph 3.1 and the Developer shall not Commence Development in that PDZ (including any SPDZ) until the Zonal Public Art and Cultural Events Strategy has been Approved.
- 4. DELIVERY OF NEW PUBLIC ART**
- 4.1 Where an Approved Zonal Public Art and Cultural Events Strategy identifies New Public Art to be installed in a PDZ or SPDZ (as applicable):
- 4.1.1 the New Public Art shall be procured by selecting an artist having regard to the "Guidelines for Commissioning and Selecting Artists and Craftspeople" published by Public Art On-Line and by holding either an open or limited competition and which for the avoidance of doubt could include the procurement of an artist into the development design teams for that PDZ or SPDZ (as applicable);

- 4.1.2 details of the New Public Art shall be submitted with the relevant Reserved Matters application for that part of the PDZ on which the New Public Art is to be located; and
 - 4.1.3 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the relevant approved Zonal Masterplan or approved SZMP (as applicable) in that PDZ or SPDZ (as applicable)) shall be Occupied until the New Public Art in that PDZ or SPDZ (as applicable) has been installed or, if earlier, the New Public Art shall be installed prior to the area within which it is to be located or from which it is to be visible (as the case may be) becoming publicly accessible.
- 4.2 Once installed or erected the New Public Art shall be retained and maintained by the Developer in accordance with the details set out in the relevant Approved Zonal Public Art and Cultural Events Strategy.

5. **DELIVERY OF CULTURAL EVENTS**

- 5.1 Where an Approved Zonal Public Art and Cultural Events Strategy identifies one or more Cultural Events to be held in a PDZ or SPDZ (as applicable):
- 5.1.1 LLDC shall consult with the LPA on the detailed planning of each Cultural Event;
 - 5.1.2 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the relevant approved Zonal Masterplan or approved SZMP (as applicable) in that PDZ or SPDZ (as applicable)) shall be Occupied until the first identified Cultural Event has been held and a Cultural Event Report has been submitted to the LPA for Approval; and
 - 5.1.3 any additional identified Cultural Event(s) shall be held in accordance with the Zonal Public Art and Cultural Events Strategy and a Cultural Event Report shall be submitted to the LPA for Approval.
- 5.2 Any profits associated with the holding of a Cultural Event and identified in a Cultural Event Report shall be added to the Arts Fund.

6. **ARTS FUND**

- 6.1 LLDC shall:
- 6.1.1 apply the whole of the Arts Fund towards the provision of New Public Art and Cultural Events pursuant to each Approved Zonal Public Art and Cultural Events Strategy **PROVIDED THAT** no part of the Arts Fund shall be applied towards the costs of:
 - (a) the maintenance of the New Public Art;
 - (b) the formulation of the Site Wide Public Art and Cultural Events Strategy;
 - (c) the formulation of any Zonal Public Art and Cultural Events Strategy; and/or
 - (d) the process of short-listing, selecting and commissioning artists;
 - 6.1.2 report to the LPA every 12 (twelve) months on the expenditure of the Arts Fund; and

6.1.3 in the event that any part of the Arts Fund is remaining following the completion of the New Public Art and holding of the Cultural Events identified in each Approved Zonal Public Art and Cultural Events Strategy, such sums shall be applied towards the holding of further Cultural Events or the provision of further New Public Art the details of which shall be agreed in advance with the LPA in writing.

7. APPROVAL

7.1 The LPA shall confirm whether or not it approves each Public Art Strategy within:

7.1.1 20 (twenty) Working Days of receipt of such Public Art Strategy from LLDC, or

7.1.2 where the LPA decides that it needs to report any Public Art Strategy to its planning committee, 40 (forty) Working Days of receipt of such Public Art Strategy

PROVIDED THAT where paragraph 7.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Public Art Strategy from LLDC and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Public Art Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 13

TELEVISION RECEPTION

RECITALS

- (A) The Development may impact upon the quality of terrestrial and/or satellite television reception in properties situated in the vicinity of the Development.
- (B) The Developer has accordingly agreed to the obligations set out in this Schedule 13 to fund measures to mitigate any interference to terrestrial and/or satellite television reception in the vicinity of the Development proven to result from the Development.

DEFINITIONS

"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;
"First Reception Survey"	means a survey to assess the standard of terrestrial and satellite television reception to residential properties within the Relevant TV Survey Area;
"Reception Consultant"	means a consultant specialising in matters relating to terrestrial and satellite television reception;
"Relevant TV Survey Area"	means the areas over which the Development within a relevant PDZ is predicted to cast a shadow from terrestrial transmitter stations and satellite television transmitters, such areas to be Approved pursuant to paragraph 2.2;
"Second Reception Survey"	means a survey to be carried out by the Reception Consultant to assess the impact of works of Development in any PDZ on terrestrial and satellite television reception to residential properties within the Relevant TV Survey Area(s) and to advise on TV Reception Mitigation Measures;
"TV Reception Mitigation Measures"	means such measures as are agreed by the Developer and the LPA pursuant to paragraph 5.1.1 (having regard to the recommendations of the Reception Consultant made in any Second Reception Survey) as being necessary to restore the quality of terrestrial and/or satellite television reception to an affected property or properties within the Relevant TV Reception Survey Area(s) to the standard assessed in the relevant First Reception Survey(s).

OPERATIVE PROVISIONS

1. APPOINTMENT OF RECEPTION CONSULTANT

- 1.1 The Developer will appoint the Reception Consultant by no later than the date of submission of the Developer's first application for the approval of Reserved Matters in relation to any part of the Development.

2. SURVEY AREAS

- 2.1 Within 1 (one) month of the submission of the Developer's first application for the approval of Reserved Matters in relation to any works of Development within each PDZ, the Developer will commission the Reception Consultant to produce a plan showing the Relevant TV Survey Area for that PDZ.
- 2.2 The Developer will submit each Relevant TV Survey Area produced pursuant to paragraph 2.1 to the LPA for Approval.

3. FIRST RECEPTION SURVEY

- 3.1 The Developer will not Commence the Development in any PDZ until:
- 3.1.1 the plan showing the Relevant TV Survey Area has been submitted to the LPA for Approval pursuant to paragraph 2.2 and has been Approved; and
- 3.1.2 the First Reception Survey has been carried out in relation to that PDZ.
- 3.2 The Developer will submit a copy of the Reception Consultant's report setting out the results of each First Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.

4. SECOND RECEPTION SURVEY

- 4.1 In the event that more than 10 (ten) complaints are received by the Developer or the LPA from occupiers of properties in any Relevant TV Survey Area Approved pursuant to paragraph 2.2 regarding deterioration in terrestrial and/or satellite television reception, the Developer will commission a Second Reception Survey within 20 (twenty) Working Days of receipt by the Developer or the LPA of the 10th (tenth) complaint.
- 4.2 Regardless of whether or not any Second Reception Survey has been commissioned by the Developer pursuant to paragraph 4.1, the Developer will commission a Second Reception Survey in relation to each PDZ not later than 20 (twenty) Working Days following the Completion of each PDZ.
- 4.3 In the event any complaints are received by the Developer or the LPA within a period of 1 (one) year following the carrying out of the TV Reception Mitigation Measures in accordance with paragraph 5, paragraph 4.1 shall apply to such complaints with the effect that following receipt of 10 (ten) or more complaints the Developer will commission a further Second Reception Survey pursuant to paragraph 4.1.
- 4.4 Upon commissioning any Second Reception Survey pursuant to paragraphs 4.1 or 4.2, the Developer will require the Reception Consultant to carry out and complete that Second Reception Survey and submit his report to the Developer within 40 (forty) Working Days of the date the Second Reception Survey is commissioned.
- 4.5 The Developer will submit a copy of the Reception Consultant's report setting out the results of each Second Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.

5. TV RECEPTION MITIGATION MEASURES

5.1 In the event that the Reception Consultant's report setting out the results of any Second Reception Survey reveals a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties in the Relevant TV Reception Study Areas since the date of the First Reception Surveys and such deterioration is in the reasonable opinion of the Reception Consultant directly attributable to the Development (including construction equipment and final built form) (but not otherwise), the Developer shall within 3 (three) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey:

5.1.1 agree with the LPA the TV Reception Mitigation Measures that should be implemented;

5.1.2 to the extent that the TV Reception Mitigation Measures involve works to individual properties the Developer shall deliver to each of the properties affected an offer (with reasonable terms and conditions incorporating those below) in a form which would if validly accepted by the occupier of the affected property within 6 (six) months of the date of the Developer's offer constitute a legally binding contract either:

(a) (subject to the occupier granting access to the Developer and the Developer's workmen contractors and other representatives at reasonable times to be arranged) to carry out the TV Reception Mitigation Measures; or

(b) following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval by the Developer of one of those quotations (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation to pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures

PROVIDED THAT the Developer shall only be obliged to an occupier under paragraph 5.1.2 if the relevant occupier in his or her acceptance of the Developer's offer to carry out the TV Reception Mitigation Measures or to pay the cost of the TV Reception Mitigation Measures as per the Developer's offer:-

(c) undertakes with the Developer in legally enforceable form reasonably satisfactory to the Developer (acting reasonably) that sums paid and works carried out by the Developer (acting reasonably) will be in full and final settlement of any claim in respect of that property for TV Reception Mitigation Measures of any kind arising out of the construction operation or use of the Development; and

(d) produces evidence that is reasonably satisfactory to the Developer that there is no other person entitled to claim for TV Reception Mitigation Measures to be carried out in respect of that property or (if there is) procures that each such person is bound in legally enforceable form by the undertaking referred to above and (if relevant) agrees to the relevant TV Reception Mitigation Measures being carried out.

5.2 The Developer shall either:

- 5.2.1 carry out the TV Reception Mitigation Measures in respect of the properties affected on receipt of a valid acceptance of the offer referred to in paragraph 5.1.2 from the relevant occupier subject to its workmen and/or contractors being permitted access at all reasonable times; or
 - 5.2.2 following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval of one of the submitted quotations by the Developer (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures
- 5.3 It is hereby acknowledged by the LPA that the Developer may instead of making an offer under paragraph 5.1.2 or carrying out the works or paying monies under paragraph 5.2 carry out works to boost signals generally in the area of some or all of the affected properties in substitution for works to individual properties if the Reception Consultant (acting reasonably) certifies to the LPA (providing reasonable evidence) that this would be likely to restore the quality of terrestrial and/or satellite television reception to the relevant affected property or properties within the Relevant TV Reception Study Areas to the standard assessed in the First Reception Surveys **PROVIDED THAT** an assessment of the effects of such boosting shows no other significant adverse impacts or if any such adverse impacts are identified that the LPA Approves such boosting.
- 5.4 If the Developer is to carry out the TV Reception Mitigation Measures in relation to any of the properties affected the Developer shall carry out such works as soon as practicable after receipt of the relevant occupier's letter of acceptance.
- 5.5 To the extent that the TV Reception Mitigation Measures are to antennae and equipment not on individual properties the Developer shall use Reasonable Endeavours to, within 6 (six) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey, obtain or procure any Requisite Consents required to implement these TV Reception Mitigation Measures and subject to receipt of those Requisite Consents carry out or procure the carrying out of the TV Reception Mitigation Measures as soon as practicable following receipt of those consents.

6. GENERAL

- 6.1 The Developer shall regularly provide information (not less than on an annual basis) to the LPA in respect of all sums paid pursuant to this Schedule, the TV Reception Mitigation Measures undertaken and any works undertaken pursuant to paragraph 5.3 and shall keep the LPA informed (not less than on an annual basis) regarding continuing discussions (if any) being held with the occupiers of the properties affected until such date that is 1 (one) year following the provision of the TV Reception Mitigation Measures.
- 6.2 If the LPA passes to the Developer any complaints about a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties that is claimed to be attributable to the Development the Developer shall:
- 6.2.1 consult the Reception Consultant in respect of such claim;
 - 6.2.2 if in the reasonable opinion of the Reception Consultant the complaint of significant deterioration in terrestrial and/or satellite television reception is directly attributable to the Development (but not otherwise), deal with the complainant as set out in paragraphs 4 and 5; and

- 6.2.3 provide information (not less than on an annual basis) to the LPA as to how the complaint has been dealt with including details of all sums paid and works undertaken and discussions held with the complainant.
- 6.3 The maximum total liability of the Developer under this Schedule shall not exceed £175,000.
- 6.4 The obligations in this Schedule shall cease to have effect after the first anniversary of Completion of Development in the PDZ or SPDZ which is the subject of the last ZMP or SZMP to be submitted for approval.

7. **APPROVAL**

- 7.1 The LPA shall confirm whether or not it approves any information submitted to it under this Schedule within:
 - 7.1.1 20 (twenty) Working Days of receipt of such information; or
 - 7.1.2 where the LPA decides that it needs to report any such information to its planning committee, 40 (forty) Working Days of receipt of such information

PROVIDED THAT where paragraph 7.1.2 applies, the LPA shall notify the Developer of such application within 10 (ten) Working Days of receipt of such information and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve any such information the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 14

FORM OF SUPPLEMENTAL SECTION 106 AGREEMENT

(REQUIRED PURSUANT TO CLAUSES 4.1.3 AND 5.1.3)

DATED 2012

- (1) OLYMPIC DELIVERY AUTHORITY
- (2) LONDON LEGACY DEVELOPMENT CORPORATION
- (3) TRANSPORT FOR LONDON
- (4) []

SUPPLEMENTAL 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 development of land within the future Queen Elizabeth Olympic Park



Pinsent Masons

BETWEEN:-

- (1) **OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, One Churchill Place, Canary Wharf, London E14 5LN (the "LPA"); and
- (2) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the ["LLDC"]["Owner"]); [and]
- (3) **TRANSPORT FOR LONDON** of Windsor House, Victoria Street, London SW1 OTL ("TfL"); [and]
- (4) [] of [] (the "Owner")¹

RECITALS

WHEREAS:-

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Part is situated.
- (B) On [] September 2012 the [LPA][Olympic Delivery Authority], the [LLDC][Owner] and TfL entered into the Principal Agreement.
- (C) The [LLDC][Owner] has acquired the Interest which has not prior to the date of this Agreement been part of the Developer's Land.
- (D) This Supplemental Agreement is entered into pursuant to the requirements of Clause [4.1.3][5.1.3] of the Principal Agreement and is entered into for the purpose of ensuring that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the Interest for the purposes of the said section 106.

OPERATIVE PROVISIONS:-

8. INTERPRETATION

- 8.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.
- 8.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:

"Interest" means [details to be inserted of interest acquired] in the Part;

"Part" means that part of the Site shown edged red on the plan annexed hereto [such Part being registered at the Land Registry under title number []];

"Principal Agreement" means an agreement dated [] September 2012 between the [LPA][Olympic Delivery Authority] (1) the [LLDC][Owner] (2) and TfL (3) and entered into pursuant to section 106 of

¹ Where the person who has acquired the Part is not the London Legacy Development Corporation, four parties will be necessary, with the London Legacy Development Corporation being defined as the "LLDC" and the person who has acquired the Part being defined as the "Owner". Where the person who has acquired the Part is the London Legacy Development Corporation and the London Legacy Development Corporation and the LPA are separate statutory bodies, three parties will be necessary, with the London Legacy Development Corporation being defined as the "Owner".

the 1990 Act and other relevant powers.

9. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 9.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990, [sections 4 and 5 of the Olympic Act], sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.
- 9.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Part is situated.
- 9.3 The Owner covenants with the LPA that from the date of this Supplemental Agreement it is bound by the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Interest and, subject to Clauses 2.9, 2.10 and 2.11 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Developer are entered into by the Owner with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Interest (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Interest in its capacity as a Utility Undertaker) 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 4 and 5 of the Olympic Act and] sections 201, 205 and 206 of the 2011 Act and section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.
- 9.4 The Owner agrees that from the date of this Supplemental Agreement the obligations, covenants and undertakings contained in Schedule 2 (Transport) to the Principal Agreement shall be enforceable by TfL against the Owner in relation to the Interest.
- 9.5 LLDC covenants with the LPA that from the date of this Supplemental Agreement it shall Comply with Clauses 5.1.1 and 5.1.2 of the Principal Agreement in relation to the Interest.
- 9.6 The LPA and TfL covenant with the Owner in respect of the interest to perform the obligations, covenants and undertakings on their part contained in the Principal Agreement.

10. MODIFICATION TO THE PRINCIPAL AGREEMENT

- 10.1 The parties agree that with effect from the date of this Supplemental Agreement the Principal Agreement shall be modified as follows:

- 10.1.1 the definition of "Developer's Land" in Clause 1 shall be modified by the insertion of the following:

[4].	<i>[insert details to be inserted of interest acquired]</i> in the Site shown edged [] on the plan annexed hereto at [] [and being registered at the Land Registry under title number []]
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11. **LOCAL LAND CHARGE**

This Supplemental Agreement is a local land charge and shall be registered as such.

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

THE COMMON SEAL of THE OLYMPIC)
DELIVERY AUTHORITY was hereunto)
affixed in the presence of:)

Authorised signatory

THE COMMON SEAL of THE LONDON)
LEGACY DEVELOPMENT CORPORATION)
was hereunto affixed in the presence of:)

Authorised signatory

THE COMMON SEAL of TRANSPORT FOR)
LONDON was hereunto affixed in the)
presence of:)

Authorised signatory

[EXECUTED as a DEED by)
[] in the presence of:)

SCHEDULE 15

VIABILITY

DEFINITIONS

- "Affordability Criteria"** means:
1. the gross annual income ranges of households for Intermediate Units; and
 2. only if agreed in writing with the LPA (in respect of each PDZ or SPDZ such agreement to be reached before the LPA confirms that it does not approve any of the Initial Viability Scenarios for the relevant PDZ or SPDZ) the rent levels for Affordable Rented Units;
- "Affordable Housing Units"** means as defined in Schedule 3;
- "Affordable Rented Units"** means as defined in Schedule 3;
- "Affordable Workspace"** means Use Class B1 floorspace initially made available at affordable rents for such floorspace;
- "Annual LLDC Report"** means a report certified by the Costs Consultant which shall set out:
1. any LLDC Actual Zonal Cost Credit incurred in the previous 12 (twelve) month period;
 2. any LLDC Actual Zonal Cost Deficit incurred in the previous 12 (twelve) month period;
 3. any LLDC Actual Site Wide Cost Credit incurred in the previous 12 (twelve) month period;
 4. any LLDC Actual Site Wide Cost Deficit incurred in the previous 12 (twelve) month period;
 5. any Cumulative LLDC Actual Site Wide Cost Credit or Cumulative LLDC Actual Site Wide Cost Deficit identified as at the date the report is prepared;
 6. the progress towards achieving the LCS Benchmark taking into account:
 - 6.1 each PDZ Viability Assessment, SPDZ Viability Assessment, any approved Preferred Initial Viability Scenarios and any approved Further Viability Scenarios approved pursuant to paragraphs 2 and 3 of this Schedule or determined in accordance with Clause 13 prior to the date of the report; and

	6.2	any Cumulative LLDC Actual Site Wide Cost Credit or any Cumulative LLDC Actual Site Wide Cost Deficit as identified in 5.;
	7.	whether it is anticipated that as at Completion of 75% or 95% of the last PDZ to be developed the LCS Benchmark will be achieved and, if so, by how much;
"Cost Consultant"		means the cost consultant to be appointed jointly by LLDC and the LPA in accordance with paragraph 1.1 of this Schedule;
"Cumulative LLDC Actual Site Wide Cost Credit"		a reconciliation of any LLDC Actual Site Wide Cost Credits and/or LLDC Actual Site Wide Cost Deficits as identified in the Annual LLDC Report(s) that results in an overall LLDC Actual Site Wide Cost Credit;
"Cumulative LLDC Actual Site Wide Cost Deficit"		a reconciliation of any LLDC Actual Site Wide Cost Credits and/or LLDC Actual Site Wide Cost Deficits as identified in the Annual LLDC Report(s) that results in an overall LLDC Actual Site Wide Cost Deficit;
"Cumulative LLDC Actual Zonal Cost Credit"		an overall LLDC Actual Zonal Cost Credit based on a reconciliation of any LLDC Actual Zonal Cost Credits and/or LLDC Actual Zonal Cost Deficits as identified in the Annual LLDC Report(s) that have not been included as a PDZ Gross Development Value in any previous PDZ Viability Assessment or SPDZ Gross Development Value in any previous SPDZ Viability Assessment;
"Cumulative LLDC Actual Zonal Cost Deficit"		an overall LLDC Actual Cost Deficit based on a reconciliation of any LLDC Actual Zonal Cost Credits and/or LLDC Actual Zonal Cost Deficits as identified in the Annual LLDC Report(s) that have not been included as a PDZ Gross Development Cost in any previous PDZ Viability Assessment or SPDZ Gross Development Value in any previous SPDZ Viability Assessment;
"Developer Partner"		means third parties with whom LLDC contracts to develop the Development in each PDZ, SPDZ or part thereof;
"Development Phasing Plan"	Parcel	means a development parcel phasing plan required pursuant to the Planning Permission;
"Disposal"		means disposal by way of freehold transfer, grant of leasehold interest and/or grant of easements, covenants and other rights;
"Excess Contribution"		means a sum equal to 15% of the amount by which the LCS Benchmark is exceeded as identified in any LCS Benchmark Final Report submitted and approved pursuant to paragraphs 5.1 to 5.3 of this Schedule;
"Family Housing"		means as defined in Schedule 4;

"Final PDZ Development"	Consented	means the whole of the development authorised to be carried out in the PDZ which is the subject of the last ZMP or SZMP to be submitted for approval, as detailed in Reserved Matters approvals for that ZMP or SZMP;
"First SPDZ"		means, for this Schedule only, the first SPDZ to be delivered in each of PDZs 1, 5 and 8 and which shall be identified as the "First SPDZ" in the ZMP for their respective PDZ and be subject to Part A of Annexure 2 to the Planning Permission;
"Further Viability Scenarios"		<p>means not less than 3 (three) viability assessments based on amendments to the Proposed PDZ Development or Proposed SPDZ Development and prepared with the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer in accordance with the alternative:</p> <ol style="list-style-type: none"> 1. Hierarchy; 2. Relevant Affordable Housing Parameters; 3. Relevant Family Housing Parameters; and 4. in respect of SPDZ 5A and SPDZ 8A, Relevant Affordable Workspace Parameters; <p>as approved or determined in accordance with paragraphs 2.3.5 or 3.3.5;</p>
"Grant Funding"		means as defined in Schedule 3;
"Grant Funding Value"	Excess	<p>means any positive sum produced when subtracting X from Y where:</p> <ol style="list-style-type: none"> 1. "X" means the Value of Affordable Housing Provision assuming no Grant Funding is available; 2. "Y" means the Value of Affordable Housing Provision taking account of the Grant Funding secured; and 3. "Affordable Housing Provision" means either: <ol style="list-style-type: none"> 3.1 the Relevant Target Affordable Housing where paragraph 2.2 or 3.2 applies to the PDZ or SPDZ; or 3.2 in all other circumstances the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units set out in the Preferred Initial Viability Scenario or Further Viability Scenario agreed or determined pursuant to paragraph 2.3 or 3.3 in respect of that PDZ or SPDZ;

4. "Value" means the total anticipated receipts from the Disposal of Affordable Housing Units based on Relevant Comparable Evidence;

"Hierarchy"

means the hierarchy between the Variants which shall be used to determine the order in which such Variants will be adjusted in the relevant PDZ or SPDZ for the purposes of producing the viability scenarios for that PDZ or SPDZ taking into account the Relevant Target Affordable Housing, the Relevant Minimum Affordable Housing Quantum, the Relevant Family Housing Provision and the Relevant Target Affordable Workspace (if applicable) for that PDZ or SPDZ;

"Initial Viability Scenarios"

means such number (being not less than 5 (five)) of viability assessments based on amendments to the Proposed PDZ Development or Proposed SPDZ Development as shall be reasonably required to test a range of options for adjusting the Variants and to illustrate the impacts that such adjustments would have both on the PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) and on the output of Affordable Housing, Family Housing and Affordable Workspace with the aim of assisting and informing the consultation to be undertaken pursuant to paragraphs 2.3.2 or 3.3.2 (as appropriate);

"Intermediate Units"

means as defined in Schedule 3;

"LCS Benchmark"

means the combined total of the Relevant PDZ Benchmarks LESS the costs set out in the Original LLDC Budget as shown in paragraph 1 of the Confidential Appendix and table 1 contained in the Confidential Appendix;

"LCS Benchmark Final Report"

means the report(s) certified by the Cost Consultant pursuant to paragraph 1.1 and required pursuant to paragraphs 5.1 and 5.3 of this Schedule which shall set out:

1. any LLDC Actual Zonal Cost Credit or LLDC Actual Zonal Cost Deficit incurred in the period between the last submitted Annual LLDC Report and the date of the report;
2. any Cumulative LLDC Actual Zonal Cost Credit or Cumulative LLDC Actual Zonal Cost Deficit taking into account any LLDC Actual Zonal Cost Credit or LLDC Actual Zonal Cost Deficit identified in 1. above;
3. any LLDC Remaining Site Wide Costs;
4. any Cumulative LLDC Actual Site Wide Cost Credit or Cumulative LLDC Actual Site Wide Cost Deficit taking into account any LLDC Remaining Site Wide Costs;

5. total actual cost of all of the LLDC Works & Commitments calculated using the LLDC Site Wide Works & Commitments Costs and the LLDC Zonal Works & Commitments Costs set out in the Original LLDC Budget PLUS the costs set out in 1 to 4 above;
6. whether the LCS Benchmark is exceeded (and if so, by how much) based on the PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) of each PDZ Viability Assessments, SPDZ Viability Assessments, any approved Preferred Initial Viability Scenarios and any approved Further Viability Scenarios approved pursuant to paragraphs 2 and 3 of this Schedule or determined pursuant to Clause 13, LESS the total actual cost of all of the LLDC Works & Commitments as set out in 5.;

"LLDC Actual Site Wide Costs"	means the actual costs of the LLDC Site Wide Works & Commitments Costs and the notional cost to LLDC of any Transferred LLDC Works & Commitments Costs as certified by the Cost Consultant and, in respect of the LCS Benchmark Final Report, includes any committed LLDC Site Wide Works & Commitments Costs as certified by the Cost Consultant;
"LLDC Actual Site Wide Cost Credit"	means where the LLDC Actual Site Wide Costs are less than the LLDC Site Wide Works & Commitments Costs, a sum equal to the LLDC Site Wide Works & Commitments Costs LESS the LLDC Actual Site Wide Costs;
"LLDC Actual Site Wide Cost Deficit"	means where the LLDC Actual Site Wide Costs exceed the LLDC Site Wide Works & Commitments Costs, a sum equal to the LLDC Actual Site Wide Costs LESS the LLDC Site Wide Works & Commitments Costs;
"LLDC Actual Zonal Costs"	means the actual costs of the LLDC Zonal Works & Commitments Costs and the notional cost to LLDC of any Transferred LLDC Works & Commitments Costs as certified by the Cost Consultant and, in respect of the LCS Benchmark Final Report, includes any committed LLDC Zonal Works & Commitments Costs as certified by the Cost Consultant;
"LLDC Actual Zonal Cost Credit"	means where the LLDC Actual Zonal Costs for a PDZ or SPDZ are less than the Updated LLDC Zonal Costs for that PDZ or SPDZ, a sum equal to such Updated LLDC Zonal Costs LESS such LLDC Actual Zonal Costs;
"LLDC Actual Zonal Cost Deficit"	means where the LLDC Actual Zonal Costs for a PDZ or SPDZ exceed the Updated LLDC Zonal Costs for that PDZ or SPDZ, a sum equal to such LLDC Actual Zonal Costs LESS such Updated LLDC Zonal Costs;

"LLDC Anticipated Zonal Cost Credit"	Zonal	means where the Updated LLDC Zonal Costs for a PDZ or SPDZ are less than the costs set out in the Original LLDC Budget for that PDZ or SPDZ, a sum equal to the costs set out in the Original LLDC Budget LESS the Updated LLDC Zonal Costs;
"LLDC Anticipated Zonal Cost Deficit"	Zonal	means where the Updated LLDC Zonal Costs for a PDZ or SPDZ exceed the costs set out in the Original LLDC Budget for that PDZ or SPDZ, a sum equal to the costs set out in the Updated LLDC Zonal Costs LESS the Original LLDC Budget;
"LLDC Remaining Site Wide Costs"		means the anticipated LLDC Site Wide Works & Commitments Costs to be incurred and committed after the date of the LCS Benchmark Final Report to the extent such LLDC Site Wide Works & Commitments Costs were not set out in the Original LLDC Budget;
"LLDC Works & Commitments"	&	means those works and commitments which LLDC intends to undertake as master developer rather than passing on the requirement to carry out such works or commitments to Developer Partners including but not limited to site clearance, remediation, preparation, development works, discharging and complying with Conditions, complying with the terms of this Agreement, agents and legal fees, professional fees, risk items, contingencies and the reasonable costs of LLDC acting as development manager;
"LLDC Zonal Report"		means a report certified by the Cost Consultant which sets out for the relevant PDZ or SPDZ: <ol style="list-style-type: none"> 1. the Original LLDC Budget; 2. the Updated LLDC Zonal Costs; 3. the amount of any LLDC Anticipated Zonal Cost Credit or LLDC Anticipated Zonal Cost Deficit; 4. the amount of any Transferred LLDC Works & Commitments Costs; <p>together with any Cumulative LLDC Actual Zonal Cost Deficit or Cumulative LLDC Actual Zonal Cost Credit;</p>
"LLDC Site Wide Works & Commitments Costs"	&	means the costs of those LLDC Works & Commitments not allocated to a PDZ or SPDZ as identified in the Original LLDC Budget;
"LLDC SPDZ Works & Commitments Costs"	&	means the costs of the LLDC Works & Commitments allocated for each of SPDZs 1A, 1B, 5A, 5B, 8A and 8B determined in accordance with paragraph 1.2 and certified by the Cost Consultant;
"LLDC Zonal Works & Commitments Costs"	&	means the costs of those LLDC Works & Commitments allocated to PDZs and SPDZs as identified in the Original LLDC Budget;
"Market Residential Units"		means market residential units that are made available for sale or rent at market value;

- "Non Family Housing Units"** means studio, one bedroom units and two bedroom units;
- "Non-Residential Units"** means units of occupation provided as part of the Development comprising retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1), leisure (Use Class D2) or community facilities (Use Class D1);
- "Original LLDC Budget"** means the budget for the total LLDC Works & Commitments for each year of the Development as set out in the Confidential Appendix;
- "Outline Site Wide Phasing Plan"** means the outline site wide phasing plan approved as part of the Planning Permission;
- "PDZ Gross Development Costs"** in respect of each PDZ:
1. the total costs of the Proposed PDZ Development including any Transferred LLDC Works & Commitments Costs anticipated to be incurred by the Developer Partner in that PDZ which may include those cost items set out in Appendix 12 and which in the case of:
 - 1.1 paragraphs 1 and 2 of Appendix 12 will be based on benchmark market data of recent development schemes which in the reasonable opinion of the Cost Consultant are comparable to the Proposed PDZ Development in terms of type, quantum, construction, specification, density of residential units and sustainability requirements; and
 - 1.2 paragraphs 3 to 26 of Appendix 12 will be based on Relevant Comparable Evidence;
 2. any LLDC Anticipated Zonal Cost Deficit for that PDZ identified in the relevant LLDC Zonal Report;
- together with any Cumulative LLDC Actual Zonal Cost Deficit identified in the relevant LLDC Zonal Report;
- "PDZ Gross Development Values"** means in respect of each PDZ:
1. the total revenues anticipated to be received by the Developer Partner (including rental, investment and capital receipts) from the Disposal of Market Residential Units, Affordable Housing Units, Non-Residential Units and any units, facilities or land used for other uses (including but not limited to parking spaces) that form part of the Proposed PDZ Development which shall be based on Relevant Comparable Evidence;
 2. any Grant Funding Excess Value to be included pursuant to paragraph 6.4.1 of this Schedule;

3. any LLDC Anticipated Zonal Cost Credit for that PDZ identified in the relevant LLDC Zonal Report;
4. a notional revenue required to off set in full any Transferred LLDC Works & Commitments Costs for that PDZ;

together with any Cumulative LLDC Actual Zonal Cost Credit identified in the relevant LLDC Zonal Report;

"PDZ Residual Land Value" means the residual land value derived as a result of a residual method of valuation taking into account the PDZ Gross Development Costs and the PDZ Gross Development Values using Argus Developer or any replacement software to be agreed in advance with the LPA and with reasonable allowance within the valuation for the timing of receipt of PDZ Gross Development Values and incurrence of PDZ Gross Development Costs assuming land receipts are paid at the point of LLDC entering into a contract with the Developer Partner to develop the relevant part of the PDZ;

"PDZ Viability Assessment" means a viability assessment based on the Proposed PDZ Development from which the PDZ Residual Land Value will be derived;

"PDZ2 Family Housing Provision" means 27% of the Residential Units in PDZ2 to be provided as Family Housing;

"PDZ4 Family Housing Provision" means 61% of the Residential Units in PDZ4 to be provided as Family Housing;

"PDZ12 Family Housing Provision" means 46% of the Residential Units in PDZ12 to be provided as Family Housing;

"PDZ2 Target Affordable Housing" means 36% of the Residential Units in PDZ2 will be Affordable Housing Units of which the Tenure Split is in accordance with the table at paragraph 2.1 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the table at paragraph 3.2 of Schedule 3;

"PDZ4 Target Affordable Housing" means 48% of the Residential Units in PDZ4 will be Affordable Housing Units of which of which the Tenure Split is in accordance with the table at paragraph 2.1 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the table at paragraph 3.2 of Schedule 3;

"PDZ12 Target Affordable Housing"	means 53% of the Residential Units in PDZ12 will be Affordable Housing Units of which the Tenure Split is in accordance with the table at paragraph 2.1 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the table at paragraph 3.2 of Schedule 3;
"Preferred Initial Viability Scenarios"	such of the Initial Viability Scenarios which LLDC notifies the LPA are submitted for approval and which shall have been prepared in accordance with the: <ol style="list-style-type: none"> 1. Hierarchy; 2. Relevant Affordable Housing Parameters; 3. Relevant Family Housing Parameters; and 4. in respect of SPDZs5A and 8A, Relevant Affordable Workspace Parameters <p>with 1 to 4 being determined by LLDC having regard to LLDC's place making priorities for the Development and to the adopted planning policies for the MDC Area on the delivery of Affordable Housing and, where relevant, the delivery of Affordable Workspace with the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPD Benchmark (as appropriate) and securing the optimum affordable housing offer;</p>
"Proposed Development"	PDZ means the proposed Development for the PDZ which shall be in accordance with: <ol style="list-style-type: none"> 1. the Relevant Target Affordable Housing; and 2. the Relevant Family Housing Provision;
"Proposed Development"	SPDZ means the proposed Development for the SPDZ which shall be in accordance with: <ol style="list-style-type: none"> 1. the Relevant Target Affordable Housing; 2. the Relevant Family Housing Provision; and 3. in respect of SPDZs 5A and 8A, the Relevant Target Affordable Workspace;
"Relevant Affordable Housing Parameters"	means, in respect of each PDZ or SPDZ, maximum and minimum parameters for the Tenure Split, Affordability Criteria and Unit Size Mix of the Affordable Housing Units taking into account the Relevant Target Affordable Housing, the Relevant Minimum Affordable Housing Quantum and the Relevant Family Housing Provision;

"Relevant Workspace Parameters"	Affordable	means the maximum quantum of Affordable Workspace (up to 930 square metres) to be provided in the Development, the maximum and minimum discount applied to the market rent of such floorspace and the maximum and minimum duration such discounted rent shall apply;
"Relevant Evidence"	Comparable	shall be construed in accordance with such RICS guidance on the use of comparable evidence as shall be published from time to time and shall be subject to evaluation by suitably qualified professional advisors to LLDC and the LPA;
"Relevant Parameters"	Family Housing	means, in respect of each PDZ or SPDZ, maximum and minimum parameters for the quantum of Family Housing;
"Relevant Provision"	Family Housing	means the SPDZ 1A Family Housing Provision, SPDZ 1B Family Housing Provision, PDZ2 Family Housing Provision, PDZ4 Family Housing Provision, SPDZ 5A Family Housing Provision, SPDZ 5B Family Housing Provision, SPDZ 8A Family Housing Provision, SPDZ 8B Family Housing Provision, PDZ12 Family Housing Provision depending on the PDZ or SPDZ to which the PDZ Viability Assessment or SPDZ Viability Assessment relates;
"Relevant Affordable Quantum"	Minimum Housing	means not less than the minimum percentage of the Residential Units in the relevant PDZ to be provided as Affordable Housing Units calculated in accordance with paragraph 1.4 of Schedule 3;
"Relevant PDZ Benchmark"		means the relevant benchmark residual land value figure for the PDZ as detailed in the Confidential Appendix to which the relevant PDZ Residual Land Value relates;
"Relevant SPDZ Benchmark"		means the relevant benchmark residual land value figure for the SPDZ as detailed in the Confidential Appendix to which the relevant SPDZ Residual Land Value relates;
"Relevant Target Affordable Housing"		means the SPDZ 1A Target Affordable Housing, SPDZ 1B Target Affordable Housing, PDZ2 Target Affordable Housing, PDZ4 Target Affordable Housing, SPDZ 5A Target Affordable Housing, SPDZ 5B Target Affordable Housing, SPDZ 8A Target Affordable Housing, SPDZ 8B Target Affordable Housing, PDZ12 Target Affordable Housing depending on the PDZ or SPDZ to which the PDZ Viability Assessment or SPDZ Viability Assessment relates;
"Relevant Target Affordable Rent Levels"		means the rent levels for the Affordable Rented Units agreed or determined pursuant to paragraph 2.1.1 or 3.1.1 of this Schedule (as appropriate) having regard to the matters identified in paragraph 6.3 of Schedule 3;
"Relevant Target Affordable Workspace"		means in respect of SPDZs 5A and 8A the proposed quantum of Affordable Workspace, the extent of the discount applied to the market rent of such floorspace, and the duration such discounted rent shall apply having regard to the provision of Affordable Workspace provided in the Development and in the MDC Area;

"Scheme Needs"	means the population needs of the Development in terms of provision of Affordable Housing (up to 35% of the Residential Units provided across the Development), acute care, social care, emergency services, Sustainability and any other social infrastructure necessary to meet the needs of the Development (in all cases On Site or Off Site) calculated using the data from the most recent population review carried out pursuant to Condition LCS0.252;
"Second SPDZ"	means, for this Schedule only, the second of the SPDZs to be delivered in each of PDZs 1, 5 and 8 and which shall be identified as the "Second SPDZ" in the ZMP for their respective PDZ and be subject to Part B of Annexure 2 to the Planning Permission and their own SZMP
"Second SZMP"	means a SZMP for each of the Second SPDZs;
"Social Rented Units"	means as defined in Schedule 3;
"SPDZ1A Family Housing Provision"	means 16% of the Residential Units in SPDZ1A to be provided as Family Housing;
"SPDZ1A Family Housing Provision"	means 23% of the Residential Units in SPDZ1A to be provided as Family Housing;
"SPDZ5A Family Housing Provision"	means 53% of the Residential Units in SPDZ5A to be provided as Family Housing;
"SPDZ5B Family Housing Provision"	means 46% of the Residential Units in SPDZ5B to be provided as Family Housing;
"SPDZ8A Family Housing Provision"	means 38% of the Residential Units in SPDZ8A to be provided as Family Housing;
"SPDZ8B Family Housing Provision"	means 39% of the Residential Units in SPDZ8B to be provided as Family Housing;
"SPDZ Gross Development Costs"	in respect of each SPDZ: <ul style="list-style-type: none"> 1. the total costs of the Proposed SPDZ Development including any Transferred LLDC Works & Commitments Costs anticipated to be incurred by the Developer Partner in that SPDZ which may include those cost items set out in Appendix 12 and which in the case of: <ul style="list-style-type: none"> 1.1 paragraphs 1 and 2 of Appendix 12 will be based on benchmark market data of recent development schemes which in the reasonable opinion of the Cost Consultant are comparable to the Proposed SPDZ Development in terms of type, quantum, construction, specification, density of residential units and sustainability requirements; and

1.2 paragraphs 3 to 26 of Appendix Appendix 12 be based on Relevant Comparable Evidence;

2. any LLDC Anticipated Zonal Cost Deficit for that SPDZ identified in the relevant LLDC Zonal Report;

together with any Cumulative LLDC Actual Zonal Cost Deficit identified in the relevant LLDC Zonal Report;

"SPDZ Gross Development Values" means in respect of each SPDZ:

1. the total revenues anticipated to be received by the Developer Partner (including rental, investment and capital receipts) from the Disposal of Market Residential Units, Affordable Housing Units, Non-Residential Units and any units, facilities or land used for other uses (including but not limited to parking spaces) that form part of the Proposed SPDZ Development which shall be based on Relevant Comparable Evidence;

2. any Grant Funding Excess Value to be included pursuant to paragraph 6.4.1 of this Schedule;

3. any LLDC Anticipated Zonal Cost Credit for that SPDZ identified in the relevant LLDC Zonal Report;

4. a notional revenue required to off set in full any Transferred LLDC Works & Commitments Costs for that SPDZ;

together with any Cumulative LLDC Actual Zonal Cost Credit identified in the relevant LLDC Zonal Report;

"SPDZ Residual Land Value" means the residual land value derived as a result of a residual method of valuation taking into account the SPDZ Gross Development Costs and the SPDZ Gross Development Values using Argus Developer or any replacement software to be agreed in advance with the LPA and with reasonable allowance within the valuation for the timing of receipt of SPDZ Gross Development Values and incurrence of SPDZ Gross Development Costs assuming land receipts are paid at the point of LLDC entering into a contract with the Developer Partner to develop the relevant part of the SPDZ;

- "SPDZ1A Target Affordable Housing"** means 19% of the Residential Units in SPDZ1A will be Affordable Housing Units of which the Tenure Split is in accordance with the table at paragraph 2.1 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the table at paragraph 3.2 of Schedule 3;
- "SPDZ1B Target Affordable Housing"** means 23% of the Residential Units in SPDZ1B will be Affordable Housing Units of which the Tenure Split is in accordance with the table at paragraph 2.1 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the table at paragraph 3.2 of Schedule 3;
- "SPDZ5A Target Affordable Housing"** means 43% of the Residential Units in SPDZ5A will be Affordable Housing Units of which the Tenure Split is in accordance with the table at paragraph 2.1 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the table at paragraph 3.2 of Schedule 3;
- "SPDZ5B Target Affordable Housing"** means 33% of the Residential Units in SPDZ5B will be Affordable Housing Units of which the Tenure Split is in accordance with the table at paragraph 2.1 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the table at paragraph 3.2 of Schedule 3;
- "SPDZ8A Target Affordable Housing"** means 35% of the Residential Units in SPDZ8A will be Affordable Housing Units of which the Tenure Split is in accordance with the table at paragraph 2.1 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the table at paragraph 3.2 of Schedule 3;

"SPDZ8B Target Affordable Housing"	means 46% of the Residential Units in SPDZ8B will be Affordable Housing Units of which the Tenure Split is in accordance with the table at paragraph 2.1 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the table at paragraph 3.2 of Schedule 3;
"SPDZ Viability Assessment"	means a viability assessment based on the Proposed SPDZ Development from which the SPDZ Residual Land Value will be derived;
"Sustainability"	means: <ol style="list-style-type: none"> 1. Offsite Solutions (as defined in Schedule 11) where the financial cap set out in paragraph 2.6 of Schedule 11 has been reached; and 2. Sustainability Enhancements (as defined in Schedule 11) where the Sustainability Enhancement Cap (as defined in Schedule 11) has been reached
"Tenure Split"	means the split between Social Rented Units, Affordable Rented Units and Intermediate Units;
"Transferred LLDC Works & Commitments Costs"	means where any LLDC Works & Commitments set out in the Original LLDC Budget will actually be carried out by the Developer Partner instead, a sum equal to the amount allocated in the Original LLDC Budget for such LLDC Works & Commitments LESS any associated LLDC fees, contingencies and development management fees;
"Unit Size Mix"	means the split between Family Housing and Non Family Housing for each of the Social Rented Units, the Affordable Rented Units and the Intermediate Units;
"Updated LLDC Zonal Costs"	means in respect of each PDZ and SPDZ the total costs with an annual breakdown for the PDZ or SPDZ as set out in the Original LLDC Budget updated to reflect any anticipated increases or decreases in such costs as at the date of the LLDC Zonal Report;
"Variants"	means: <ol style="list-style-type: none"> 1. the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units; 2. the quantum of Family Housing; and

3. in respect of SPDZs 5A and 8A, the quantum of Affordable Workspace, the extent of the discount applied to the market rent for such floorspace and the duration such discounted rent will be applied for.

OPERATIVE PROVISIONS

1. LLDC WORKS

1.1 LLDC and the LPA shall appoint and retain when necessary for the purposes of this Schedule a suitably qualified cost consultant to undertake the following functions:

1.1.1 to certify:

- (a) the LLDC Actual Zonal Costs;
- (b) the LLDC Actual Site Wide Costs;
- (c) the Updated LLDC Zonal Costs;
- (d) the LLDC SPDZ Works & Commitments Costs;
- (e) each Annual LLDC Report;
- (f) each LLDC Zonal Report;
- (g) the LCS Benchmark Final Report(s);

1.1.2 to provide estimates of PDZ Gross Development Costs and SPDZ Gross Development Costs in relation to paragraphs 1 and 2 of Appendix 12 for inclusion in each PDZ Viability Assessment, SPDZ Viability Assessment, Initial Viability Scenario and Further Viability Scenario

and the costs of such appointment shall be apportioned as follows:

- (a) 100% of the costs shall be payable by LLDC where the costs relate to a period when LLDC and the LPA are separate statutory bodies;
- (b) the costs shall be split 50/50 where the costs relate to a period when LLDC and the LPA are different functions of the same statutory body

1.2 By the earlier of 31 December 2013 or the date on which LLDC complies with paragraph 3.1.1 in respect of the first ZMP to come forward in respect of any of PDZ 1, 5 and 8, LLDC shall submit to the LPA the LLDC SPDZ Works & Commitments Costs having calculated such LLDC SPDZ Works & Commitments Costs by taking the LLDC Zonal Works & Commitments Costs allocated for PDZs 1, 5 and 8 and further allocating or dividing them between each of the SPDZs 1A, 1B, 5A, 5B, 8A and 8B such that appropriate LLDC Zonal Works & Commitments Costs are allocated to each SDPZ.

1.3 By 31 January in each year following Commencement of Development until Completion of the Development, LLDC shall submit to the LPA an Annual LLDC Report every 12 (twelve) months in respect of the 12 (twelve) month period ending on the previous 31 December.

1.4 Where any LLDC Actual Site Wide Cost Credit, LLDC Actual Site Wide Cost Deficit or Updated LLDC Zonal Costs have arisen due to the date on which the costs are incurred for any or all of the relevant LLDC Works & Commitments for that PDZ or

SPDZ being delayed or brought forward early and such delayed or early date is not in accordance with the Outline Phasing Plan and/or Development Parcel Phasing Plan, LLDC shall at the same time as Complying with paragraph 2.1.1 or paragraph 3.1.1 submit to the LPA an application to vary the Outline Phasing Plan pursuant to Condition LCS0.49 and/or vary the Development Parcel Phasing Plan pursuant to Condition LCS0.53.

2. PDZ VIABILITY REVIEWS FOR PDZS 2, 4 AND 12

2.1 Not more than 12 (twelve) months but not less than 3 (three) months prior to the anticipated submission of the ZMP for each of PDZs 2, 4 and 12:

2.1.1 LLDC shall submit the LLDC Zonal Report, the PDZ Gross Development Costs, the PDZ Gross Development Values and the Relevant Target Affordable Rent Levels for the relevant PDZ Viability Assessment to the LPA for agreement **PROVIDED THAT** if agreement in writing is not reached within 20 (twenty) Working Days the provisions of Clause 13 shall apply;

2.1.2 LLDC shall carry out the PDZ Viability Assessment for that PDZ using the PDZ Gross Development Costs, the PDZ Gross Development Values and the Relevant Target Affordable Rent Levels agreed or determined pursuant to paragraph 2.1.1 and submit such PDZ Viability Assessment to the LPA;

2.1.3 LLDC shall as part of the PDZ Viability Assessment for that PDZ confirm whether the Proposed PDZ Development is likely to achieve the Relevant PDZ Benchmark;

2.2 In the event the PDZ Viability Assessment submitted pursuant to paragraph 2.1 indicates that the Proposed PDZ Development is likely to achieve the Relevant PDZ Benchmark, the ZMP for that PDZ shall be prepared on the basis of the Relevant Target Affordable Housing and Relevant Family Housing Provision for that PDZ.

2.3 In the event the PDZ Viability Assessment submitted pursuant to paragraph 2.1 indicates that the Proposed PDZ Development is not likely to achieve the Relevant PDZ Benchmark the following provisions shall apply:

2.3.1 LLDC shall submit to the LPA the Initial Viability Scenarios and shall indicate to the LPA in writing which one or more of the Initial Viability scenarios are Preferred Initial Viability Scenarios and the reasons for such preference;

2.3.2 On receipt of the Initial Viability Scenarios, the LPA shall consult the relevant Host Boroughs and the GLA on the Initial Viability Scenarios;

2.3.3 Within 40 (forty) Working Days of receipt of the Initial Viability Scenarios, the LPA shall confirm to LLDC the outcome of the consultation carried out pursuant to paragraph 2.3.2 and whether or not they approve one of the Preferred Initial Viability Scenarios;

2.3.4 Where the LPA approves one of the Preferred Initial Viability Scenarios, the ZMP for that PDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing for that PDZ as set out in the approved Preferred Initial Viability Scenario;

2.3.5 Where the LPA does not approve any of the Preferred Initial Viability Scenarios, the following provisions shall apply:

(a) at the same time as confirming that it does not approve any of the Preferred Initial Viability Scenarios, the LPA shall submit to LLDC for approval the proposed alternative Hierarchy, Relevant

Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ;

(b) within 10 (ten) Working Days of receipt of the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and the Relevant Family Housing Parameters for that PDZ pursuant to paragraph 2.3.5(a), LLDC shall confirm whether or not it approves the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ;

(c) where LLDC does not approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ, the Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters shall be determined by the Expert pursuant to Clause 13;



(d) where LLDC does approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ, LLDC shall within 10 (ten) Working Days prepare the Further Viability Scenarios and shall indicate to the LPA which is LLDC's preferred Further Viability Scenario and the reasons for such preference;

or where the Expert determines the Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters,]

(e) within 20 (twenty) Working Days of receipt of the Further Viability Scenarios pursuant to paragraph 2.3.5(d), the LPA shall confirm whether or not it approves any of the Further Viability Scenarios and FOR THE AVOIDANCE OF DOUBT in deciding which Further Viability Scenario to approve, the LPA shall have regard to the Further Viability Scenario(s) that would enable the PDZ Benchmark to be achieved or, in the event none of the Further Viability Scenarios would result in the Relevant PDZ Benchmark being achieved, the Further Viability Scenario that is closest to the Relevant PDZ Benchmark being achieved but FOR THE FURTHER AVOIDANCE OF DOUBT the LPA shall not be obliged to approve such Further Viability Scenario;

(f) where the LPA approves one of the Further Viability Scenarios in accordance with paragraph 2.3.5(e), the ZMP for that PDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing for that PDZ as set out in the approved Further Viability Scenario;

(g) where the LPA does not approve one of the Further Viability Scenarios in accordance with paragraph 2.3.5(e) or where the LPA approves a Further Viability Scenario that LLDC considers does not achieve the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer, the decision as to which Further Viability Scenario submitted pursuant to this paragraph 2.3 shall be used for the preparation of the ZMP for that PDZ shall be determined by the Expert in accordance with Clause 13.

3. **SPDZ VIABILITY REVIEWS FOR PDZ1, PDZ5 AND PDZ8**

3.1 Not more than 12 (twelve) months but not less than 3 (three) months prior to the anticipated submission of each ZMP for each of PDZs 1, 5 and 8 and each Second SZMP:

3.1.1 LLDC shall submit to the LPA for agreement:

- (a) the LLDC Zonal Report;
- (b) the SPDZ Gross Development Costs;
- (c) the SPDZ Gross Development Values;
- (d) the Relevant Target Affordable Rent Levels; and
- (e) for SPDZs 5A and 8A only, the Relevant Target Affordable Workspace;

for the relevant SPDZ Viability Assessment **PROVIDED THAT** if agreement in writing is not reached within 20 (twenty) Working Days the provisions of Clause 13 shall apply;

3.1.2 LLDC shall carry out the SPDZ Viability Assessment for that SPDZ using the SPDZ Gross Development Costs, the SPDZ Gross Development Values, the Relevant Target Affordable Rent Levels agreed or determined pursuant to paragraph 3.1.1 and, for SPDZs 5A, and 8A only, the Relevant Target Affordable Workspace and submit such SPDZ Viability Assessment to the LPA;

3.1.3 LLDC shall as part of the SPDZ Viability Assessment for that SPDZ confirm whether the Proposed SPDZ Development is likely to achieve the Relevant SPDZ Benchmark;

3.2 In the event the SPDZ Viability Assessment submitted pursuant to paragraph 3.1 indicates that the Proposed SPDZ Development is likely to achieve the Relevant SPDZ Benchmark, the SZMP for that SPDZ shall be prepared on the basis of the Relevant Target Affordable Housing, the Relevant Family Housing Provision, agreed or determined pursuant to paragraph 3.1 and, for SPDZs 5A and 8A only, the Relevant Target Affordable Workspace.

3.3 In the event the SPDZ Viability Assessment submitted pursuant to paragraph 3.1 indicates that the Proposed SPDZ Development is not likely to achieve the Relevant SPDZ Benchmark the following provisions shall apply:

3.3.1 LLDC shall submit to the LPA the Initial Viability Scenarios and shall indicate to the LPA in writing which one or more of the Initial Viability scenarios are Preferred Initial Viability Scenarios and the reasons for such preference;

3.3.2 On receipt of the Initial Viability Scenarios, the LPA shall consult the relevant Host Boroughs and the GLA on the initial Viability Scenarios;

3.3.3 Within 40 (forty) Working Days of receipt of the Initial Viability Scenarios, the LPA shall confirm to LLDC the outcome of the consultation carried out pursuant to paragraph 3.3.2 and whether or not they approve any of the Preferred Initial Viability Scenarios;

3.3.4 Where the LPA approves one of the Preferred Initial Viability Scenarios, the ZMP for that SPDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units

and the quantum of Family Housing for that SPDZ and, for SPDZs 5A and 8A only, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Preferred Initial Viability Scenario;

3.3.5 Where the LPA does not approve any of the Preferred Initial Viability Scenarios, the following provisions shall apply:

(a) at the same time as confirming that it does not approve any of the Preferred Initial Viability Scenarios, the LPA shall submit to LLDC for approval the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for that SPDZ and, for SPDZs 5A and 8A only, the Relevant Affordable Workspace Parameters;

(b) within 10 (ten) Working Days of receipt of the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and the Relevant Family Housing Parameters for that SPDZ and, for SPDZs 5A and 8A only, the Relevant Affordable Workspace Parameters pursuant to paragraph 3.3.5(a), LLDC shall confirm whether or not it approves the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that SPDZ and/or and, for SPDZs ~~5A-5B~~ 8A ~~and 8B~~ only, the Relevant Affordable Workspace Parameters;

(c) where LLDC does not approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that SPDZ and, for SPDZs 5A and 8A only, the Relevant Affordable Workspace Parameters, the Hierarchy, Relevant Affordable Housing Parameters, ~~the Relevant Family Housing Parameters and/or~~, for SPDZs ~~5A-5B~~ 8A ~~and 8B~~ only, the Relevant Affordable Workspace Parameters shall be determined by the Expert pursuant to Clause 13;

(d) where LLDC does approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that SPDZ and, for SPDZs 5A and 8A only, the Relevant Affordable Workspace Parameters, LLDC shall within 10 (ten) Working Days prepare the Further Viability Scenarios and shall indicate to the LPA which is LLDC's preferred Further Viability Scenario and the reasons for such preference;

(e) within 20 (twenty) Working Days of receipt of the Further Viability Scenarios pursuant to paragraph 3.3.5(d), the LPA shall confirm whether or not it approves any of the Further Viability Scenarios and FOR THE AVOIDANCE OF DOUBT in deciding which Further Viability Scenario to approve, the LPA shall have regard to the Further Viability Scenario(s) that would enable the Relevant SPDZ Benchmark to be achieved or, in the event none of the Further Viability Scenarios would result in the Relevant SPDZ Benchmark being achieved, the Further Viability Scenario that is closest to the Relevant SPDZ Benchmark being achieved but FOR THE FURTHER AVOIDANCE OF DOUBT the LPA shall not be obliged to approve such Further Viability Scenario;

(f) where the LPA approves one of the Further Viability Scenarios in accordance with paragraph 3.3.5(e), the SZMP for that SPDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and

and

and

or where the Expert determines the hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters and/or, for SPDZs 5A and 8A only, the Relevant Affordable Workspace Parameters,

the quantum of Family Housing for that SPDZ, and, for SPDZs 5A and 8A only, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Further Viability Scenario;

- (g) where the LPA does not approve one of the Further Viability Scenarios in accordance with paragraph 3.3.5(e) or where the LPA approves a Further Viability Scenario that LLDC considers does not achieve the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer, the decision as to which Further Viability Scenario submitted pursuant to this paragraph 3.3 shall be used for the preparation of the SZMP for that SPDZ shall be determined by the Expert in accordance with Clause 13;

4. SUBMISSION OF ZMPS AND EXPIRY OF ZMPS

- 4.1 No ZMP or SZMP shall be submitted to the LPA for approval pursuant to Condition LCS0.1 unless and until paragraph 2 or 3 of this Schedule (as appropriate) has been complied with.
- 4.2 Where a contract(s) has not been let by the relevant Developer Partner for the construction of all of the Residential Units that form the Development in the first phase of any PDZ or SPDZ (as such first phase may be identified in the Development Parcel Phasing Plan approved pursuant to Condition LCS0.50) within 5 (five) years of the date on which the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing and, for SPDZs 5A and 8A only, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace, were determined for that PDZ or SPDZ in accordance with paragraph 2 or 3 of this Schedule (as applicable), the ZMP or SZMP (as appropriate) shall be deemed to have expired and LLDC shall be required to resubmit the ZMP or SZMP for that PDZ or SPDZ and comply with the provisions of paragraph 2 or 3 of this Schedule (as applicable).

5. EXCESS CONTRIBUTION

- 5.1 There shall be no Completion of more than 75% of the Final PDZ Consented Development until:
 - 5.1.1 LLDC has submitted to the LPA the LCS Benchmark Final Report and such report is deemed approved pursuant to paragraph 5.3; and
 - 5.1.2 in the event the LCS Benchmark Final Report submitted pursuant to 5.1.1 above indicates that the LCS Benchmark has been achieved, LLDC has paid to the LPA the Excess Contribution
- 5.2 If the LCS Benchmark Final Report submitted pursuant to paragraph 5.1.1 indicates that the LCS Benchmark has not been achieved, there shall be no Completion of more than 95% of the Final PDZ Consented Development until:
 - 5.2.1 LLDC has submitted to the LPA a further LCS Benchmark Final Report and such report is deemed approved pursuant to paragraph 5.3; and
 - 5.2.2 in the event the LCS Benchmark Final Report submitted pursuant to paragraph 5.2.1 above indicates that the LCS Benchmark has been achieved, LLDC has paid to the LPA the Excess Contribution

- 5.3 Each LCS Benchmark Final Report submitted pursuant to paragraphs 5.1 and 5.2 of this Schedule shall be deemed to be approved by the LPA unless the LPA notifies LLDC in writing within 10 Working Days that in its view there is an error in the calculations referred to in limb 4. of the definition of LCS Benchmark Final Report. Where such notice is given by the LPA, LLDC shall review and correct any error in the calculations and resubmit the LCS Benchmark Final Report to the LPA within a further 10 Working Days and this paragraph 5.3 shall apply to the resubmitted LCS Benchmark Final Report.
- 5.4 The LPA shall
- 5.4.1 apply any Excess Contribution received pursuant to this paragraph 5 towards meeting Scheme Needs;
- 5.4.2 consult with LLDC on which Scheme Needs to apply the Excess Contribution towards and take account of any reasonable comments received from LLDC in writing; and
- 5.4.3 report to LLDC on how any and all parts of the Excess Contribution have been applied or committed and how this will meet some or all of the Scheme Needs; and
- 5.4.4 in the event some or all of such sums remain unspent or uncommitted 3 years after such sum is paid to the LPA pursuant to paragraph 5.1.2 or 5.2.2, the LPA shall return such unspent or uncommitted sums to LLDC.

6. GRANT FUNDING

- 6.1 LLDC shall notify the LPA in writing within 10 (ten) Working Days of any application for Grant Funding being approved, such notice to include details of:
- 6.1.1 the amount of Grant Funding secured; and
- 6.1.2 the PDZ or SPDZ to which such Grant Funding relates.
- 6.2 Within 20 (twenty) Working Days of submitting the notice pursuant to paragraph 6.1, LLDC shall submit to the LPA for approval a report outlining whether or not there will be any Grant Funding Excess Value and, if so, how much.
- 6.3 Where the LPA confirms in writing that it does not approve the report submitted pursuant to paragraph 6.2 or where the LPA fails to confirm that it approves the report within 20 (twenty) Working Days of receipt, the matter shall be determined by the Expert in accordance with Clause 13.
- 6.4 Where any Grant Funding Excess Value is agreed or determined:
- 6.4.1 such Grant Funding Excess Value shall be carried forward as a PDZ Gross Development Value or SPDZ Gross Development Value (as appropriate) in the next PDZ Viability Assessment or SPDZ Viability Assessment which indicates that the Proposed PDZ Development or Proposed SPDZ Development (as appropriate) is not likely to achieve the Relevant PDZ Benchmark or Relevant SPDZ Benchmark PROVIDED THAT only so much of the Grant Funding Excess Value shall be carried forward as is required to meet the Relevant PDZ Benchmark or Relevant SPDZ Benchmark and any excess shall be carried forward into the next PDZ Viability Assessment or SPDZ Viability Assessment which indicates that the Proposed PDZ Development or Proposed SPDZ Development (as appropriate) is not likely to achieve the Relevant PDZ Benchmark or Relevant SPDZ Benchmark; and

6.4.2 where any Grant Funding Excess Value is identified or is remaining following the approval of the last ZMP or SZMP:

- (a) such amount(s) shall be ring fenced for investment in affordable housing in the MDC Area); and
- (b) LLDC shall report in writing to the LPA on how such amount(s) have been reinvested, such report to be provided not less than once every 12 months commencing with the date of approval of the last ZMP or SZMP until such amount(s) is spent or committed.

7. REMIT OF EXPERT

7.1 Where any matter is to be determined by the Expert pursuant to this Schedule, the Expert shall take into account the joint aims of:

7.1.1 achieving a PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) that matches the Relevant PDZ Benchmark; and

7.1.2 securing the optimum affordable housing offer.

8. CONFIDENTIALITY

8.1 LLDC and the LPA acknowledge that the Confidential Appendix and any data, reports, updates, assessments, papers and any other information prepared and/or submitted to either party in respect of the obligations in paragraphs 1 to 7 above are confidential and are commercially sensitive to LLDC and accordingly neither LLDC or the LPA shall release any such data, reports, updates, assessments, papers and any other information to a third party save that LLDC may disclose any such data, reports, updates, assessments, papers and any other information to Developer Partners unless and to the extent that:

8.1.1 it is required to do so as a matter of law; and

8.1.2 it has obtained the written consent to such release from the other.

SCHEDULE 16

LLDC COVENANTS

Provision	Description
Clause 2.6	To enter into such deed as contemplated by Clause 2.5
Clause 2.13	To use Reasonable Endeavours to procure from a permitted recipient a covenant in favour of the LPA and TfL that the permitted recipient will perform and Comply with the LLDC Covenants to the extent that such LLDC Covenants have not been satisfied in full as at the date of such dissolution.
Clause 4.2	To enter into the Supplemental Section 106 Agreement
Clause 5.1.3	To enter into the Supplemental Section 106 Agreement
Clause 5.3	To observe and continue the aims and objectives of LLDC in promoting the Development
Schedule 2 – Transport	
Paragraph 1.1	Payment of the Bus Infrastructure Contribution to TfL
Paragraph 1.11	Provision of information to TfL
Paragraph 2.1	Payment of the Bus Service Enhancement Contribution to the LPA
Paragraph 2.3	To use Reasonable Endeavours to agree the Bus Infrastructure Programme
Paragraph 2.4	Agree the Bus Infrastructure Programme
Paragraph 2.7	Agree any such other locations or in any such other number of locations the Bus Infrastructure
Paragraph 7.1.1	Establishment of the LTG by no later than 31 December 2012
Paragraph 7.1.4	To use Reasonable Endeavours to ensure that the LTG shall exist from establishment until 31 December 2031 unless otherwise agreed with the LPA
Paragraph 7.2.2	Closure of the LTG Account
Paragraphs 7.3.1 and 7.3.2	Deposit into the LTG Account the Stratford Regional Station Contribution
Paragraph 7.4.1	Deposit into the LTG Account the Hackney Wick Station Contribution
Paragraph 7.5.1	Deposit into the LTG Account the Offsite Junctions

	and Connections Contribution
Paragraph 7.6.10	Agreement as to whether the Hackney Wick Station Works have a realistic prospect of being progressed
Paragraph 7.6.11	Agreement as to whether the Stratford Regional Station Works are likely proceed
Paragraph 8	Monitoring and review
Schedule 7 – SNT and Community Facilities	
Paragraph 4.1	Community Participation Strategy
Paragraphs 4.2.1 and 4.2.2	LCS Community Facilities Strategy Consultation
Paragraphs 4.2.4 and 4.2.5	LCS Community Facilities Strategy Revision Consultation
Schedule 8 – Education	
Paragraph 3.1.1	To carry out the A1 Education Review
Paragraph 3.2.1	Commence the A1 Education and Infrastructure Consultations
Paragraph 3.2.3	Carry out the A1 Education and Infrastructure Consultations and prepare the A1 Education and Infrastructure Report
Paragraph 3.2.4	Pay to the LPA the A1 Social Infrastructure Contribution and any Early Release Contribution
Paragraph 3.2.6(a)	To carry out the A2 Education Review
Paragraph 3.2.7(a)	Commence the A2 Education and Infrastructure Consultations
Paragraph 3.2.8	Carry out the A2 Education and Infrastructure Consultations and prepare the A2 Education and Infrastructure Report
Paragraph 3.2.9	Pay to the LPA the A2 Education Contribution and the A2 Social Infrastructure Contribution
Paragraph 3.2.11(a)	Commence the A3 Social Infrastructure Consultation
Paragraph 3.2.12	Carry out the A3 Social Infrastructure Consultation and prepare the A3 Social Infrastructure Report
Paragraph 3.2.13	Pay to the LPA the Unspent Social Infrastructure Contribution A
Paragraph 3.3.1	Commence the B1 Social Infrastructure Consultation
Paragraph 3.3.3	Carry out the B1 Social Infrastructure Consultation and prepare the B1 Social Infrastructure Report

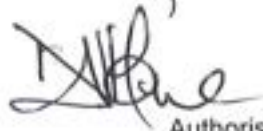
Paragraph 3.3.4	Pay to the LPA the B1 Social Infrastructure Contribution
Paragraph 3.3.6(a)	To carry out the B2 Education Review
Paragraph 3.3.7(a)	Commence the B2 Education and Infrastructure Consultations
Paragraph 3.3.8	Carry out the B2 Education and Infrastructure Consultations and prepare the B2 Education and Infrastructure Report
Paragraph 3.3.9	Pay to the LPA the B2 Education Contribution and the B2 Social Infrastructure Contribution
Paragraph 3.3.11(a)	Commence the B3 Social Infrastructure Consultation
Paragraph 3.3.12	Carry out the B3 Social Infrastructure Consultation and prepare the B3 Social Infrastructure Report
Paragraph 3.3.13	Pay to the LPA the Unspent Social Infrastructure Contribution B
Paragraphs 7.1 to 7.5 (inclusive) and paragraph 7.7	Post Education Contribution
Paragraph 8.5	General requirements on the carrying out of the consultations
Schedule 9 – Employment and Training	
Paragraph 4.1	Establish and thereafter operate LCSCPG
Paragraph 4.3	Deposit into the LCSCPG Account the first instalment of the LCSCPG Contribution
Paragraph 4.5	Deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution as identified in the relevant LCS Careers Programmes for each respective LCS Operational Periods
Paragraph 4.6	Deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution needed to meet the cost of delivering such Additional Employment Measures
Paragraph 4.7	Pay any remaining funds in the LCSCPG Account to the LPA
Paragraphs 5.1.1 to 5.1.4 (inclusive)	Establishing and operating the LCSCPG Account
Paragraph 5.2	Mechanics for draw down from the LCSCPG Account
Paragraph 5.3	Closure of the LCSCPG Account
Paragraph 6.1	Submission to the LCSCPG and to the LPA of the first LCS Careers Programme for the first LCS Operational Period

Paragraphs 6.3 and 6.4	Submission to LCSCPG and to the LPA of the next LCS Careers Programme for the next LCS Operational Period
Paragraphs 6.5 – 6.7 (inclusive)	Implementation of each LCS Careers Programme and content of each LCS Careers Programme
Paragraphs 7.1 and 7.2	Monitoring and review
Schedule 10 – Green Infrastructure – BAP and Publicly Accessible Open Space	
Paragraph 1.1.1	To use Reasonable Endeavours to provide 49.1ha of BAP Habitat within the Olympic Park
Paragraph 1.1.2	To provide no less than 45ha of BAP Habitat in the Olympic Park
Paragraph 1.2.1	To prepare and submit to the LPA for Approval a Biodiversity Action Plan for the Olympic Park
Paragraph 1.2.3	To use Reasonable Endeavours to liaise with Lee Valley Regional Park Authority, Canal & River Trust and the London Borough of Hackney (as land owner of part of the Non LLDC Land) and any other owners of Non LLDC Land in the preparation of the Biodiversity Action Plan
Paragraph 1.2.5	To determine whether an update is required to the Biodiversity Action Plan and, if so required, prepare an update to the Biodiversity Action Plan
Paragraph 1.3.1	At the same time as submitting the Biodiversity Action Plan, submit to the LPA for Approval the mechanism for monitoring the BAP Habitat
Paragraph 2.1.1	To use Reasonable Endeavours to ensure the provision of 110ha of PAOS within the Olympic Park
Paragraph 2.1.2	To provide no less than 102ha of PAOS in the Olympic Park
Paragraph 2.2.1	To prepare and submit to the LPA for Approval a PAOS Plan for the Olympic Park
Paragraph 2.2.3	To use Reasonable Endeavours to liaise with any owners of Non LLDC Land in the preparation of the PAOS Plan
Paragraph 2.2.5	To determine whether an update is required to the PAOS Plan and, if so required, prepare an update to the PAOS Plan
Paragraph 2.3.1	At the same time as submitting the PAOS Plan, submit to the LPA for Approval the mechanism for monitoring the PAOS
Schedule 11 – Sustainability	

Paragraph 1	To use Reasonable Endeavours to extend the District Heating Network to allow the connection of all buildings to be constructed in Pads 8 and 12
Paragraph 3.1	To work with Thames Water in the carrying out of the Thames Water Study and the Old Ford Study and to use Reasonable Endeavours to supply the Development with non-potable water from the Old Ford Facility
Paragraph 3.2	To provide a written report to the LPA within 12 (twelve) months of the date of this Agreement and supplemental written reports not less than once every 12 (twelve) months thereafter outlining the steps LLDC has taken to satisfy the obligations in paragraph 3.1
Paragraph 3.3	To carry out, diligently proceed with and complete the Old Ford Study and submit the same to the LPA for Approval
Paragraph 3.5	In the event it is feasible to use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6, to make and diligently pursue applications for all necessary consents and, subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6
Paragraph 3.6	In the event it is feasible to extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12, to make and diligently pursue applications for all necessary consents and, subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs 1, 8, and 12
Paragraph 3.7	In the event it is not feasible to use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6 and/or extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12, to work with Thames Water (or such other operator of the Old Ford Facility) to ascertain whether the Old Ford Facility could be utilised for other uses within the Olympic Park
Paragraph 3.8	To apply so much of the Sustainability Contribution as is remaining at the time on incorporating into the Development alternative measures to reduce potable water use and to provide the LPA with a report every 12 (twelve) months
Paragraph 3.9	To work with the Developer to use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6 and/or to extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12 or incorporate into the Development alternative measures to reduce potable water use

Paragraphs 5.2 and 5.3	To prepare the Sustainability Enhancements Report
Paragraph 5.5.1	To use Reasonable Endeavours to agree which Sustainability Enhancements, if any, shall be included in which of the Remaining PDZs
Paragraph 5.8	Joint appointment of the Sustainability Cost Consultant
Schedule 12 – Public Art and Cultural Events	
Paragraphs 1.1 and 1.2	Arts Co-ordinator
Paragraph 2.1	Submission of Site Wide Public Art and Cultural Events Strategy
Paragraph 2.3	Review of Site Wide Public Art and Cultural Events Strategy
Paragraphs 3.1 and 3.2	Submission of Zonal Public Art and Cultural Events Strategy and conformity with the Approved Site Wide Public Art and Cultural Events Strategy
Paragraph 4.1.1	Procurement of New Public Art
Paragraph 5.1.1	Consult with the LPA on the detailed planning of each Cultural Event
Paragraph 5.1.3	Any additional Cultural Event to be held in accordance with the Zonal Public Art and Cultural Events Strategy and a Cultural Event Report to be submitted to the LPA
Paragraph 5.2	Any profits to be added to the Arts Fund
Paragraph 6	Arts Fund
Schedule 15 – Viability	
All paragraphs, being paragraphs 1 to 7 inclusive	Viability review mechanism

THE COMMON SEAL of THE OLYMPIC)
DELIVERY AUTHORITY was hereunto)
affixed in the presence of:)



Authorised signatory



THE COMMON SEAL of THE LONDON)
LEGACY DEVELOPMENT CORPORATION)
was hereunto affixed in the presence of:)



Authorised signatory



THE COMMON SEAL of TRANSPORT FOR)
LONDON was hereunto affixed in the)
presence of:)

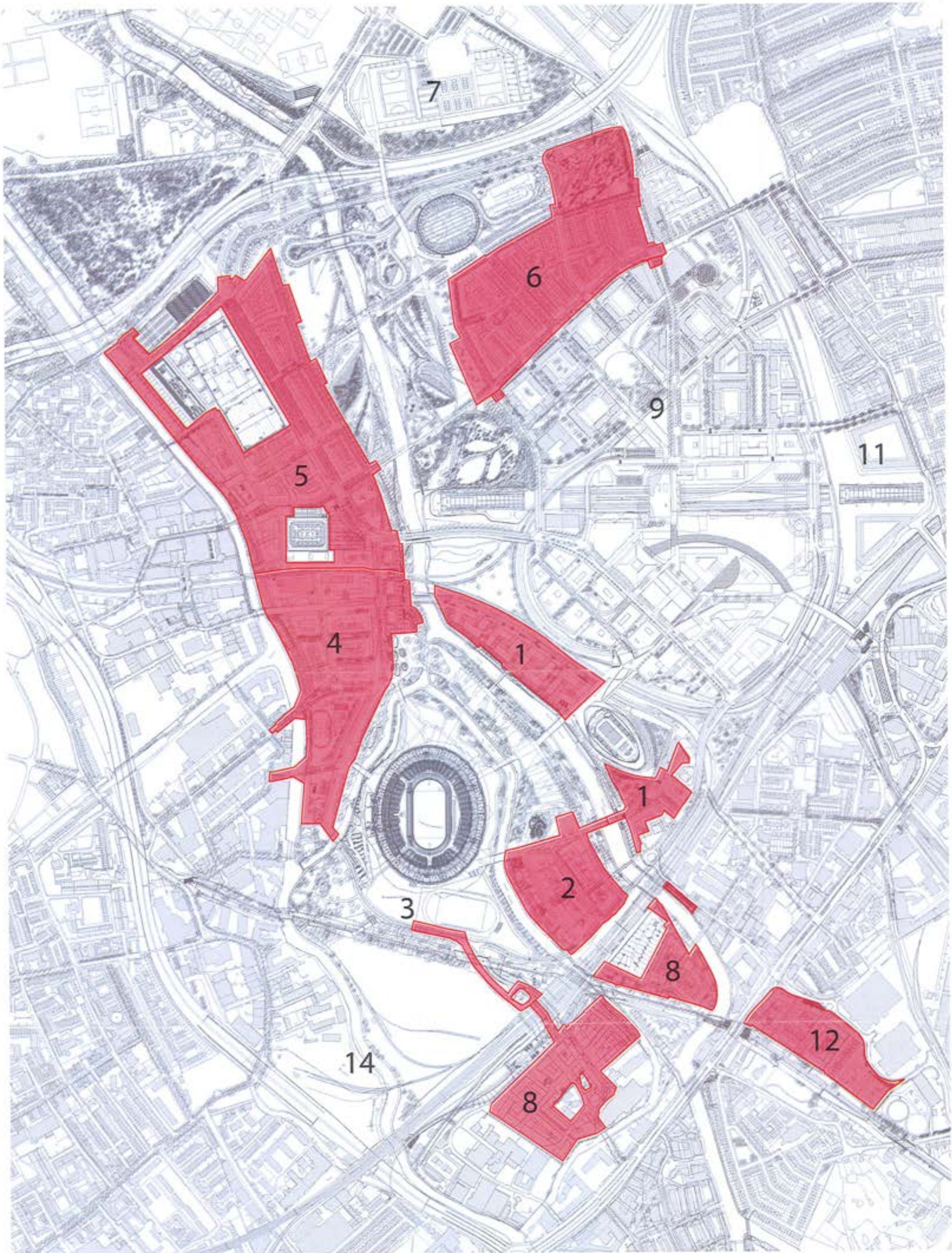
D. Blackwell

Authorised signatory



APPENDIX 1

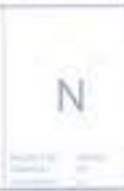
PLAN OF THE SITE AND PLANNING DELIVERY ZONES



KEY

- LCS Planning Application Boundary
- Planning Delivery Zones within the LCS red line Boundary

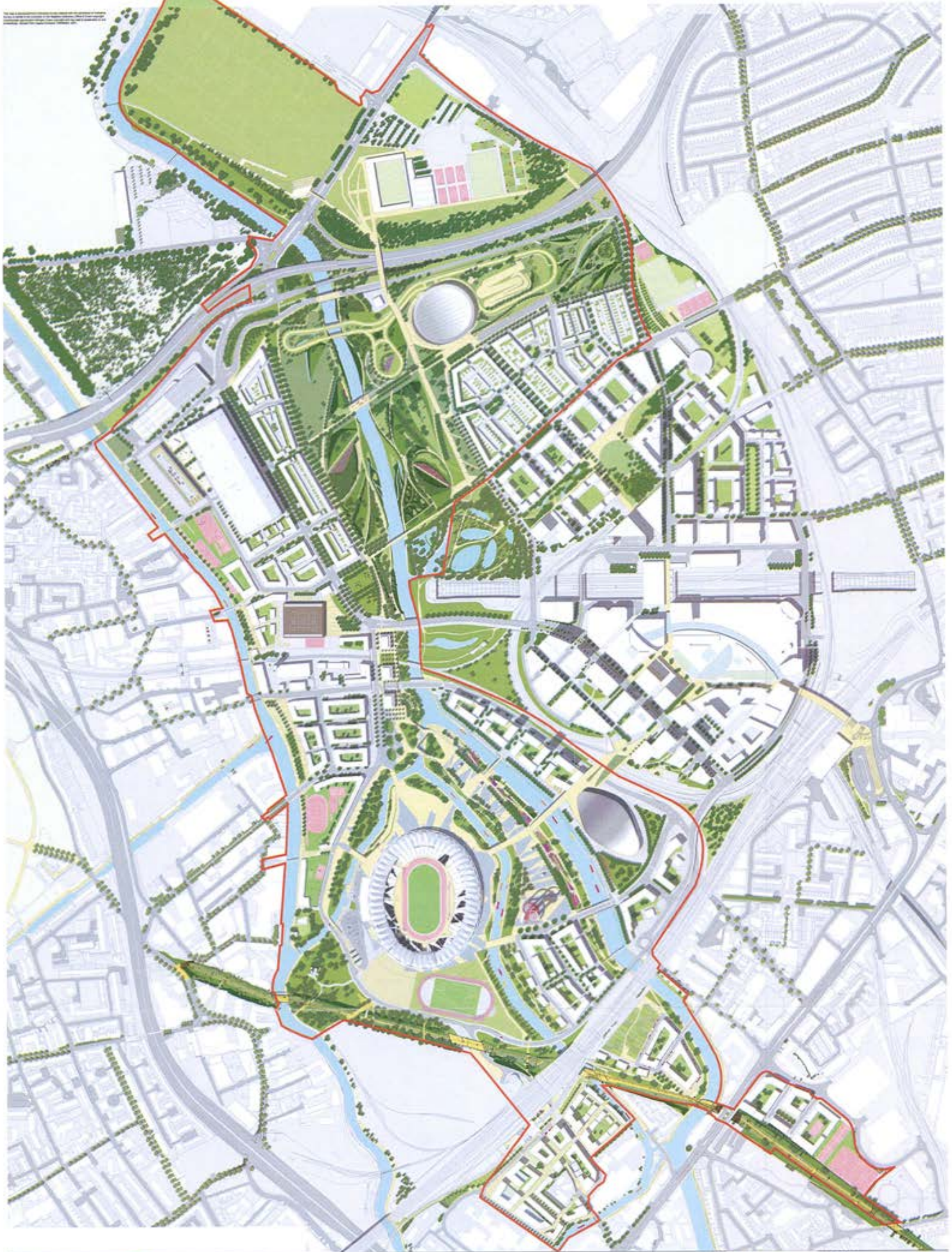
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AZCOM
Legacy Communities Scheme

The Site and Planning Delivery Zones Plan
S106 Appendix 1
Scale: 1:2500
September 2012
LCS-DWG-01-PER-COM-GLS-013 001

APPENDIX 2
PLAN SHOWING THE OLYMPIC PARK



KEY
 Olympic Park Boundary

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 AECOM Legacy Communities Scheme	Olympic Park Plan S106 Appendix 2
	Scale: 1:2500 Date: September 2012
Drawing No: LCS-DWG-111-PTA-CON-GLB-001	

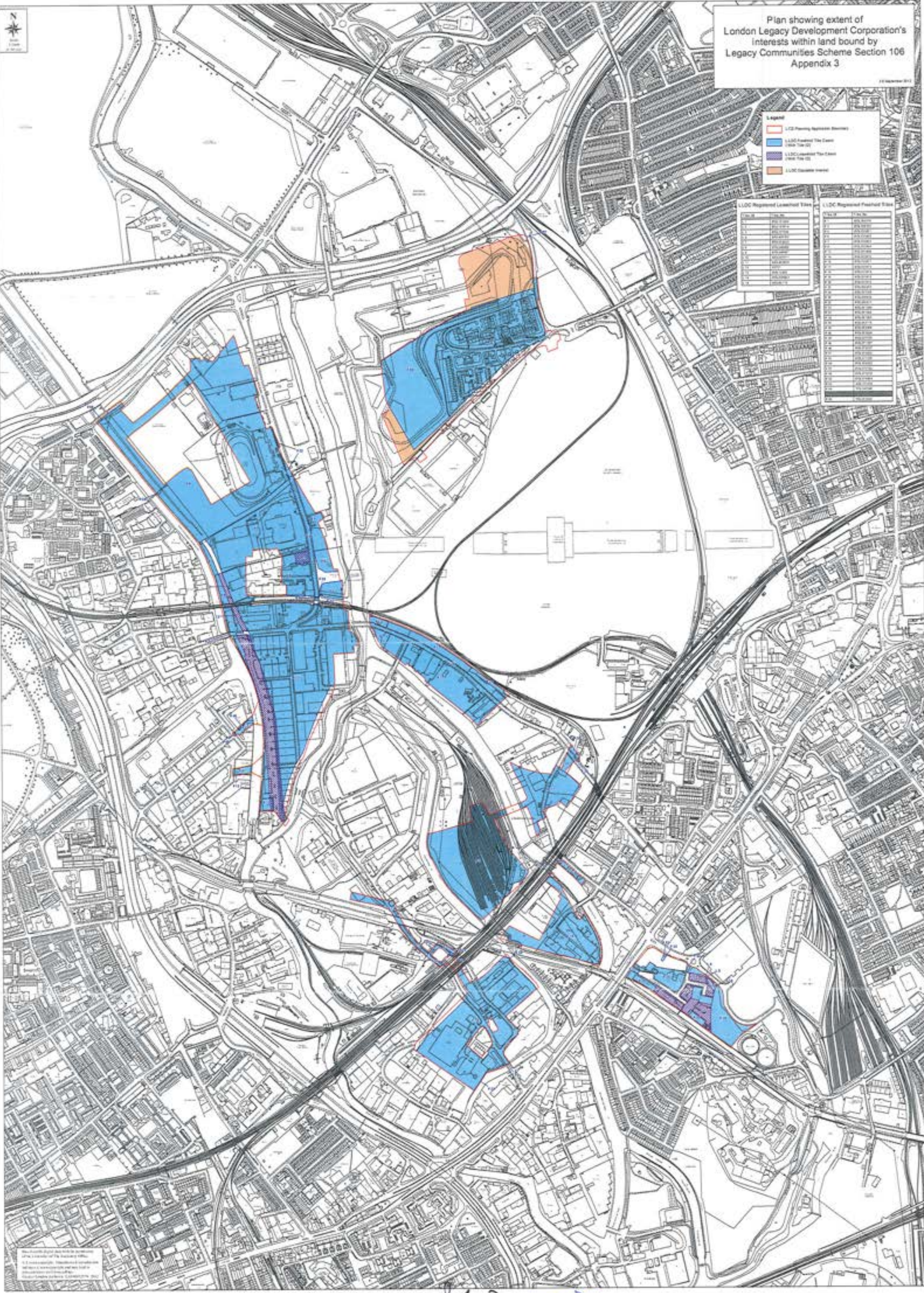
APPENDIX 3
PLAN SHOWING THE DEVELOPER'S LAND

Plan showing extent of London Legacy Development Corporation's interests within land bound by Legacy Communities Scheme Section 106 Appendix 3



- Legend
- LLDC Planning Approval Boundary
 - LLDC Acquired The Oxo (1980-2010)
 - LLDC Acquired The Oxo (2010-2015)
 - LLDC Owned land

LLDC Registered Leased Sites	
Site Ref	Notes
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4	
5	
6	
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LLDC

APPENDIX 4
DRAFT PLANNING PERMISSION

OUTLINE APPLICATION APPROVAL

**Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England)
Order 2010**

Please see notes at the end of this notice

Applicant	Agent
London Legacy Development Corporation	AECOM Design And Planning Mid City Place 71 High Holborn London WC1V 6QS

Part I - Particulars of Application

Date of Application: 5 October 2011 **Application No:** 11/90621/OUTODA

Proposal: Comprehensive, phased, mixed use development within the future Queen Elizabeth Olympic Park, as set out in the Revised Development Specification & Framework. The development comprises up to 641,817 sqm of residential (C3) uses, including up to 4,000 sqm of Sheltered Accommodation (C3); up to 14,500sqm of hotel (C1) accommodation; up to 30,369 sqm (B1a) and up to 15,770 sqm (B1b/B1c) business and employment uses; up to 25,987 sqm (A1-A5) shopping, food and drink and financial and professional services; up to 3,606 sqm (D2) leisure space and up to 31,451sqm (D1) community, health, cultural, assembly and education facilities, including two primary schools and one secondary school; new streets and other means of access and circulation, construction of open and covered car parking; landscaping including laying out of open space with provision for natural habitats and play space; new and replacement bridge crossings, re-profiling of site levels, demolition and breaking out of roads and hardstanding, utilities diversions and connections; and other supporting infrastructure works and facilities.

Location: Land Within The Olympic Park And Land At Pudding Mill Lane, Land At Bridgewater Road And Land At Rick Roberts Way.

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the Olympic Delivery Authority hereby gives notice that **OUTLINE APPLICATION 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:

Schedule of Documents which form part of this permission

The following documents form part of this permission and govern the implementation of this permission:

- Legacy Communities Scheme Planning Application Forms, Schedules and Notices – LCS-GLB-APP-FSN-001
- Revised Development Specification and Framework (DSF) – LCS-GLB-APP-DSF-002 (as amended pursuant to Condition LCS0.41)
- Revised Site Wide Design Codes – LCS-GLB-APP-DEC-002
- Revised Planning Delivery Zone 1 Design Codes – LCS-PDZ1-APP-DEC-002
- Revised Planning Delivery Zone 4 Design Codes – LCS-PDZ4-APP-DEC-002
- Revised Planning Delivery Zone 6 Design Codes – LCS-PDZ6-APP-DEC-002
- Revised Planning Delivery Zone 8 Design Codes – LCS-PDZ8-APP-DEC-002
- Revised Planning Delivery Zone 12 Design Codes – LCS-PDZ12-APP-DEC-002
- The Approved Plans as set out in the Schedule of Approved Plans and Drawings at Annexure 1

Annexures

- Annexure 1: Schedule of Approved Plans and Drawings
- Annexure 2: Zonal Masterplan Specification
- Annexure 3: Reserved Matters Specification
- Annexure 4: ES mitigation table
- Annexure 5: Validation Checklist against Global Conceptual Site Model
- Annexure 6: Discharge of Remediation Conditions Protocol
- Annexure 7: Consultations and notifications required to Statutory Undertakers
- Annexure 8: Key principles for the management and maintenance of the Common Areas
- Annexure 9: Permissive Paths drawing
- Annexure 10: North Route Twin Tracking Land drawing
- Annexure 11: Illustrative Plan of Highways & Bridge Locations
- Annexure 12: Bridge Safeguarding Zone
- Annexure 13: Olympic Park
- Annexure 14: E48 Allotment drawing
- Annexure 15: Overlapping Permission Plan

Definitions

The following definitions apply to terms used in this permission:

"Act" means the Town and Country Planning Act 1990

"Application" means the planning application which resulted in the grant of this permission

"Approved Plans" means the plans and drawings set out in the Schedule of Approved Plans and Drawings

"BAP Habitat" means the type and quality of space and features to support the priority habitats and species outlined in the Olympic Park Biodiversity Action Plan 2008 (as shall be amended and/or replaced pursuant to the requirements of the Section 106 Agreement)

"Barclays Cycle Hire Scheme" means the Mayor of London's Scheme which comprises a fleet of bicycles for hire and a network of docking stations consisting of a terminal and individual docking points and includes any successor scheme

"Biodiversity Action Plan" means the plan of that name prepared and submitted for approval pursuant to Schedule 10 of the Section 106 Agreement

"Blue Area" means the land that is the subject of this permission and planning application 12/90347/FUMODA being the area of the Site shown for the purposes of identification highlighted blue on the plan contained in Annexure 15

"Blue Badge Car Parking" means parking provision for any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) (Amendment no.2) Regulations 2007 (or any superseding legislation)

"Bridge Safeguarding Zone" means the area shown hatched pink on the drawing annexed to this permission at Annexure 12 being the area of land within PDZ1 which is safeguarded until 1 January 2018 for the construction of the Carpenter's Land Bridge;

"Canal Park" means the new linear park to be provided as part of the Development structured around the Lee Navigation towpath and located to the north of Old Ford Lock (PDZ4) and south of the Eastway (PDZ5) and shown on the Site Wide Open Spaces and Play Spaces Plan (LCS-DWG-APP-OPS-PAR-GLB-001 Rev. 002)

"Car Club" means a club or clubs which residents and employees of the Development may join and which will provide cars available for hire to members

"Carpenter's Land Bridge" means a bridge between PDZ1 and zone 2 of the development known as Stratford City;

"CHP" means combined heat and power

"Commencement" means initiation of the Development as defined in Section 56(4) of the Act, with the exception of defined Enabling Works and "Commenced" shall be construed accordingly

"Common Areas" means the common areas within the Site which shall include public and communal realm, highways, footpaths and cycleways (adopted and unadopted) and infrastructure provided as part of the Development and any Development Parcels awaiting development pursuant to this permission.

"Completed" means completed as evidenced by the issue of the final certificate under Building Regulations 2010 (as such regulations may be amended or replaced from time to time)

"Completion of the Development" means when all development authorised by this permission as detailed in Reserved Matters Approvals has been Completed and shall refer to all development authorised by this permission on the Site as a whole unless expressly stated otherwise

"Condition(s)" means a condition or conditions of this permission

"CRT Section 73 Permissions" means the following planning permissions:

- 11/90313/VARODA (variation of conditions OD.0.21 and LTD.1.3 of planning permission 07/90010/OUMODA);
- 11/90314/VARODA (variation of condition 43 of Olympic Consent Slot In Permission reference 08/90059/OUTODA);
- 11/90315/VARODA (variation of conditions VOD.15 and VLT.04 of Olympic Consent Slot In Permission reference 08/90276/FUMODA);
- 11/90316/VARODA (variation of condition PPR.21 of Olympic Consent Slot In Permission reference 08/90310/FULODA);
- 11/90317/VARODA (variation of condition PPR.21 of Olympic Consent Slot In Permission reference 08/90311/FULODA);
- 11/90318/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90312/FULODA);
- 11/90319/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90313/FULODA);
- 11/90320/VARODA (variation of conditions HOD.12 and HLT.4 of Olympic Consent Slot In Permission reference 08/90328/FUMODA);
- 11/90321/VARODA (variation of conditions EMOD.13 and EMLTD.7 of Olympic Consent Slot In Permission reference 09/90198/FUMODA);
- 11/90322/VARODA (variation of condition PGT.14 of Olympic Consent Slot In Permission reference 09/90410/FUMODA); and
- 11/90324/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90314/FULODA).

"Design Guide" means any one of the Design Guides required to be submitted pursuant to Conditions LCS0.6, LCS0.8, LCS0.10 and LCS0.12

"Development" means the development authorised by this permission and set out in Part 1 of this permission

"Development Parcel" means the development parcels within each Planning Delivery Zone identified on the Parameter Plans

"Development Parcel Phasing Plan" means a plan identifying the sequence and projected programme for the build out of the relevant PDZ, SPDZ and each Development Parcel (including infrastructure, open space and public realm) within the relevant PDZ and SPDZ

"Discharge of Remediation Conditions Protocol" means the protocol at Annexure 6

"District Heating Network" means the Olympic Park district heating network

"Doorstep Play Space" means a minimum of 100m² of landscaped space that includes engaging play features for young children (0-5), and places for carers to sit and talk

"Draft Code of Construction Practice" means the Code of Construction Practice dated September 2011 and its addendum submitted in February 2012 in support of the Application

"Draft Global Remediation Strategy" means the Revised Global Remediation Strategy dated February 2012 submitted in support of the Application

"Enabling Works" means (i) surveying; (ii) environmental and hazardous substance testing and sampling (including the making of trial boreholes, window sampling and test pits in connection with such testing and sampling); (iii) soil tests; (iv) pegging out; (v) tree protection; (vi) archaeological investigation; (vii) demolition and removal of buildings and other structures on the Site (viii) Remediation Works

"Environmental Forum" means a forum to be convened by the Environmental Manager pursuant to Condition LCS0.55 which shall include representatives from the applicant (or its successor), the Host Boroughs' environmental health officer and the Local Planning Authority

"Environmental Manager" means a member of the Institute of Ecology and Environment Management, the Institute of Environmental Management and Assessment or someone who holds an equivalent appropriate qualification or membership

"Environmental Statement" means the environmental statement submitted in support of the Application dated September 2011 and the further environmental information submitted in February 2012

"Excepted Infrastructure" means any of the following to be provided as part of the Development:

- Schools and their related playing fields;
- Youth Play Space;
- Canal Park; and
- infrastructure or other enabling works in a Planning Delivery Zone without an approved Zonal Masterplan provided that such works directly relate to development in a Planning Delivery Zone with an approved Zonal Masterplan

"Existing Public Art" means physical pieces of art installed on the Site pursuant to the Olympic Consents

"Family Housing Units" means Residential Units with 3 or more bedrooms

"First Primary School" means the primary school provided as part of the Development in PDZ5

"Flood Risk Assessment" means the Flood Risk Assessment dated September 2011 and its addendum dated February 2012 submitted in support of the Application

"Fleet Operator Recognition Scheme" means Transport for London's funded, voluntary certification scheme aimed at ensuring that fleet operators work lawfully and follow best practice by meeting the Fleet Operator Recognition Scheme standard

"GAC" means the Generic Assessment Criteria set out in Appendix 3 of the Draft Global Remediation Strategy but to be updated so as to be based on:

- the most current guidance and legislation as exists at the date each Site Specific Remediation Strategy is prepared;
- the land uses proposed; and
- any additional contaminants of concern that have been identified.

"GLA" the Greater London Authority and its successors in function

"Global Conceptual Site Model" means the remediation works undertaken, validated and approved and the land uses adopted under the Olympic Consents

"Green Roof Space" means roof areas that are predominantly covered with vegetation consistent with the Biodiversity Action Plan and is capable of contributing to the BAP Habitat targets set out in Conditions LCS0.143 and LCS0.144

"Gross External Area" or "GEA" means as defined in the RICS Code of Measuring Practice (6th Edition) and for the avoidance of doubt excludes ancillary infrastructure, utility elements, rooftop and basement plant, car parking floorspace within buildings, external parking areas, winter gardens and any other amenity space

"GWAC" means the Generic Water Assessment Criteria set out in Appendix 3 of the Draft Global Remediation Strategy but to be updated so as to be based on:

- the most current guidance and legislation as exists at the date each Site Specific Remediation Strategy is prepared;
- the land uses proposed; and
- any additional contaminants of concern that have been identified.

"Host Boroughs" means the London Boroughs of Newham, Tower Hamlets, Hackney and Waltham Forest

"Housing SPG" means the Housing Supplementary Planning Guidance that is published by the Mayor of London in draft form at the date of this permission and which is intended to replace the London Housing Design Guide

"IBC/MPC" means the international broadcast centre and the main press centre for the Olympic Games and Paralympic Games

"Illustrative Plan of Highways & Bridge Locations" means the plan of that name dated June 2012 and attached to this permission at Annexure 11

"Illustrative Reconciliation Masterplan" means a two dimensional illustrative masterplan to be submitted with each application for approval of a Zonal Masterplan and a Sub Zonal Masterplan and (unless otherwise agreed by the Local Planning Authority) Reserved Matters Application which shall illustrate the proposal in the context of any Zonal Masterplans, Sub Zonal Masterplans and Reserved Matters approved or submitted for approval at the date of the relevant application, together with emerging design proposals for other PDZs, SPDZs and Development Parcels

"Interim Uses" means the temporary use or uses of part or parts of the Site from the date of this permission until the date on which they are developed for the permanent uses authorised by this permission

"Interim Uses Statement" means the legacy communities scheme interim uses statement dated September 2011 and the interim uses statement addendum dated February 2012 and submitted in support of the Application and to be updated in accordance with Condition LCS0.251

"LCTMG" means the legacy construction transport management group to be established by the LTG pursuant to paragraph 9.3 of the operating procedures for the LTG, such operating procedures being set out in Appendix 9 to the Section 106 Agreement

"Legacy Transformation Phase" means the period of time commencing with the end of the Paralympic Games closing ceremony and ending on whichever is the earlier of (a) 31 December 2014 and (b) the date certified by the Local Planning Authority in accordance with clause 12 of the section 106 agreement dated 28 September 2007 and made between (1) the ODA and (2) the London Development Agency

"Lifetime Homes Standard" means the standard published from time to time by Lifetime Homes

"LLDC Quality Review Panel" means the panel established by the London Legacy Development Corporation to review development proposals within the Mayoral Development Area to ensure that high standards of urban design are achieved

"Local Authority" means the relevant London Borough Council

"London Housing Design Guide" means the London Housing Design Guide (interim edition) published by the Mayor of London and dated August 2010

"Local Planning Authority" means the ODA or any successor body in either case acting as a planning authority for the area within which the Site is located

"Local Play Space" means a minimum of 300m² of flexible space with landscaping and equipment designed so that children (0-11) can play and be physically active and they and their carers can sit and talk

"Locally Adopted Offset Solutions" means any offsetting arrangement formally adopted by the Local Planning Authority under London Plan Policy 5.2 or any replacement London Plan policy

"LTG" means the legacy transport group to be established pursuant to Schedule 2 of the Section 106 Agreement

"Managed Workspace" means managed units within Use Class B1 primarily designed to assist small companies and/or organisations and start up companies and/or organisations

"Mayoral Development Area" means the administrative area of the London Legacy Development Corporation

"Mixed Use Floorspace" means retail (Use Class A1-A5), employment (Use Class B1), any community facilities (Use Class D1) in addition to the Minimum Community Facilities Provision (as defined in the Section 106 Agreement), and leisure (Use Class D2) floorspace

"National Allowable Solutions" means any offsetting arrangement contained in policy that may be brought forward by the Government on Zero Carbon to enable Zero Carbon objectives to be met

"Neighbourhood Play Space" means a flexible, varied natural space of a minimum of 500m² with secluded and open areas, landscaping and equipment so that children of all ages can play and be physically active and that they and their carers can sit and talk with some youth facilities

"Non-Residential Units" means retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1), community facilities (Use Class D1), and leisure (Use Class D2) units

"Obligation(s)" means an obligation or obligations contained in a section 106 agreement entered into in connection with the Development

"Occupy" means beneficial occupation for any purpose for which this permission has been granted in respect of the relevant building, structure or part of the Site and which for the avoidance of doubt excludes occupation for the purposes of construction, fit out or marketing and "Occupied" shall be construed accordingly

"ODA" means the Olympic Delivery Authority

"Offset Solutions" means, prior to Locally Adopted Offset Solutions or National Allowable Solutions being adopted, a scheme or schemes for carbon reduction prepared in accordance with the Off Site Hierarchy and agreed with the Local Planning Authority in consultation with the Host Boroughs and having regard to relevant GLA policy or, if no such policy, having regard to the contents of the Zero Carbon Hub report entitled "Allowable Solutions for Tomorrow's New Homes: Towards a Workable Framework Dated July 2011"

"Off Site" means outside of the Site

"Off Site Hierarchy" means a hierarchy where On Plot carbon reduction measures are preferred, followed by On Site carbon reduction measures (where near On Plot measures are preferable to measures which are further from the On Plot) and then Off Site carbon reduction measures (where near Site measures are preferable to measures which are further from the Site)

"Olympic Consents" means:

- planning permission 07/90011/FUMODA;
- outline planning permission 07/90010/OUMODA;
- the CRT Section 73 Permissions; and
- planning permission 11/90330/FULODA

together with any Olympic Consent Slot In Permission (but excluding any Olympic Consent Slot In Permissions which are an approval of reserved matters)

"Olympic Consent Slot In Permission" means either a planning permission or a reserved matters approval (as applicable) granted pursuant to an application to carry out development within the Olympic Site related to or in substitution for development authorised under:

- planning permission 07/90011/FUMODA;
- outline planning permission 07/90010/OUMODA;
- the CRT Section 73 Permissions;
- planning permission 11/90330/FULODA; and/or
- any other permission that may be granted authorising the modification deletion or replacement of any condition attached to any Olympic Consent

"Olympic Development" means development pursuant to the Olympic Consents carried out on the Olympic Site

"Olympic Games" means the international sporting event known as the Olympic Games held in London between 27 July and 12 August 2012

"Olympic Park" means the area edged orange on the plan attached to this permission at Annexure 13

"Olympic Park Biodiversity Action Plan 2008" means the biodiversity action plan submitted to the LPA pursuant to Olympic Consents and approved by the LPA on 4 March 2009 (under application reference 08/90297/AODODA) and as shall be amended and/or replaced pursuant to the requirements of Schedule 10 of the Section 106 Agreement

"Olympic Site" means the whole of the land comprised within the boundaries of either of planning permission 07/90011/FUMODA and outline planning permission 07/90010/OUMODA

"On Plot" means within the site of the relevant Reserved Matters application

"On Site" means within the Site

"Orange Area" means the land that is the subject of this permission and planning application 12/90230/FULODA being the area of the Site shown for the purposes of identification highlighted orange on the plan contained in Annexure 15

"Outline Site Wide Phasing Plan" means approved Plan reference LCS-DWG-APP-PHS-PAR-GLB-001-01 as may be varied pursuant to Condition LCS0.49

"Parameter Plans" means the Site Wide and Planning Delivery Zone Parameter Plans which form part of the Approved Plans

"Paralympic Games" means the international sporting event known as the Paralympic Games held in London between 29 August and 9 September 2012

"Park Management Group" means the group to be established pursuant to Condition LCS0.166 to ensure liaison, consultation and co-ordination on matters of Site management between all interested parties, in particular, the relevant Boroughs and residents and occupiers of the Development

"Permitted" means permitted by a Reserved Matters approval

"Pink Area" means the land that is the subject of this permission, the Olympic Consents and the Stratford City Consents being the area of the Site shown for the purposes of identification highlighted pink on the plan contained in Annexure 15

"Planning Delivery Zone" or "PDZ" means any one of planning delivery zones 1, 2, 3, 4, 5, 6, 8 and 12 established for the Olympic Consents but for the purposes of this permission refers only to such part of the Planning Delivery Zone as falls within the Site

"Play Space" means any of Doorstep Play Space, Local Play Space, Neighbourhood Play Space and Youth Play Space

"Post Games Transformation" means alterations to or removal, modification or transformation of the development carried out on the Olympic Site to enable the Olympic Games and the Paralympic Games to be held, such alterations, removal, modification or transformation to be carried out in accordance with the Olympic Consents and undertaken during the Legacy Transformation Phase

"Protection Layer" means the separation and marker layer of clean material placed across the Site under the Olympic Consents

"Publicly Accessible Open Space" means areas of coherent open space which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space

"Purple Area" means the land that is the subject of both this permission and the Olympic Consents being the area of the Site shown for the purposes of identification highlighted purple on the plan contained in Annexure 15

"Quality Review Panel" means either the LLDC Quality Review Panel or, in the event the LLDC Quality Review Panel is disbanded or suspended, the panel to be established pursuant to Condition LCS0.15 to fulfil substantially the same purposes in respect of the Site

"Red Area" means the land that is the subject of this permission and planning application 12/90349/FUMODA being the area of the Site shown for the purposes of identification highlighted red on the plan contained in Annexure 15

"Regulated Emissions" means CO2 emissions resulting from energy uses regulated by the Building Regulations 2010 as amended from time to time

"Remediation Change Note" means a document, submitted to the Local Planning Authority, detailing any unexpected contamination found and arrangements for its remediation.

"Remediation Forum" means a forum to be convened by the Environmental Manager pursuant to Condition LCS0.55 which shall include representatives from the applicant (or its successor), the Host Boroughs' environmental health officer, the Local Planning Authority and the Environment Agency

"Remediation Works" means any works, including any Enabling Works, or carrying out of any operations or the taking of any steps for the purpose of treating preventing minimising remedying mitigating or monitoring the effects of any harm to the environment caused by the contamination of land or groundwater or any pollution of controlled waters so as to render the land in question suitable for its intended end use and includes any installation of any works to prevent the movement of contaminants and the placing of clean soil or fill and any measures and controls to protect the integrity of existing remediation works carried out under the Olympic Consents

"Reserved Matters" means any details to be submitted in relation to layout, scale, appearance, means of access and/or hard and soft landscaping to be constructed and laid out as part of the Development.

"Reserved Matters Specification" means the specification contained in Annexure 3

"Residential Units" means the affordable dwellings and market dwellings permitted to be constructed on the Site as part of the Development pursuant to this planning permission and a reference to a percentage of "Residential Units" shall be a reference to a percentage of all such dwellings permitted to be constructed on the Site or on the PDZ as the context so requires

"Safeguard" means, in respect of Conditions LCS0.226 and LCS0.227, that there shall be no development on the land to be safeguarded that would prevent the

implementation of the Barclays Bicycle Hire Scheme on that land in accordance with such Conditions and "Safeguarded" shall be interpreted accordingly

"Schedule of Approved Plans and Drawings" means the schedule contained at Annexure 1

"School" means each and any of the First Primary School, the Second Primary School and the Secondary School

"Second Primary School" means the primary school provided as part of the Development in PDZ4

"Secondary School" means the secondary school provided as part of the Development in PDZ12 or as otherwise permitted under Schedule 8 of the Section 106 Agreement

"Section 106 Agreement" means the section 106 agreement entered into on the date of this permission in connection with the Development

"Site" means the whole of the site enclosed within the 'red line' on Plan reference LCS-DWG-APP-RED-PAR-GLB-001

"Site Wide" means in respect of the whole of the Site

"SNT Space" has the meaning given to it in Schedule 7 to the Section 106 Agreement

"SPDZ 1A" means the SPDZ comprising Development Parcels 1.1a and 1.1b within PDZ 1

"SPDZ 1B" means the SPDZ comprising Development Parcel 1.2 within PDZ 1

"SPDZ 5A" means the SPDZ comprising Development Parcels 5.1, 5.2, 5.3, 5.4, 5.5, 5.9, 5.10 and 5.11 within PDZ 5

"SPDZ 5B" means the SPDZ comprising Development Parcels 5.6, 5.7 and 5.8 within PDZ 5

"SPDZ 8A" means the SPDZ comprising Development Parcels 8.2, 8.3.1 and 8.3.2 within PDZ 8

"SPDZ 8B" means the SPDZ comprising Development Parcels 8.4 and 8.1 within PDZ 8

"Solar PVs" means solar photovoltaics

"Stratford City Consents" means permissions P/03/0607, 06/90017/VARODA, 07/90023/VARODA, 10/90651/EXTODA and 10/90641/EXTODA and any subsequent planning permission(s) granted pursuant to section 73 of the Act in respect of any of P/03/0607, 06/90017/VARODA, 07/90023/VARODA, 10/90651/EXTODA and 10/90641/EXTODA

"Stratford City Development" means the large mixed used development pursuant to the Stratford City Consents

"Sub Planning Delivery Zone" or "SPDZ" means any of SPDZ 1A, SPDZ 1B, SPDZ 5A, SPDZ 5B, SPDZ 8A or SPDZ 8B as the context so requires

"Sub Zonal Masterplan" or "SZMP" means a masterplan in relation to a Sub Planning Delivery Zone to be submitted to and approved by the LPA in accordance with this permission and which sets out the matters described in the Zonal Masterplan Specification and includes the masterplan for the first SPDZ within the relevant PDZ (which includes both Parts A and B of the Zonal Masterplan Specification) and masterplans for all proceeding SPDZs within the relevant PDZ

"Superseding Development" means development within the Site related to or in substitution for the Development authorised under this permission and/or reserved matters and approvals of details submitted pursuant to Conditions on this permission and shall include applications made under section 73 of the Town and Country Planning Act 1990

"Temporary Wharf Facility" means an area of land safeguarded within the Site adjacent to the waterway which shall:

- (a) be sufficient in size to accommodate loading and unloading facilities (including the necessary hard standing areas);
- (b) have direct vehicular access to construction routes within the Site; and
- (c) be able to accommodate a pontoon or other mooring facility within the waterway

"Transport Assessment" means the transport assessment submitted in support of the Application dated September 2011 and the transport assessment addendum submitted in February 2012

"Use Classes" and "Use Class" means a land use falling within one of the classes defined in the Town and Country Planning (Use Classes) Order 1987, as amended at the date of this permission

"Validation Report" means documents prepared at the completion of Remediation Works, the content of which and the process for approval as is described in the Discharge of Remediation Conditions Protocol

" WRAP's Halving Waste to Landfill" means Waste and Resources Action Programme's declaration to play its part in halving the amount of construction, demolition and excavation waste going to landfill by 2012 and work to adopt and implement standards for good practice in reducing waste, recycling more, and increasing the use of recycled and recovered materials

"Wheelchair Adaptable Housing" means housing which meets the basic design considerations and checklist of key features set out in the Mayor of London's "Best Practice Guidance for Wheelchair Accessible Housing – Designing homes that can be easily adapted for residents who are wheelchair users" published in September 2007 as may be updated or replaced from time to time

"Yellow Area" means the land that is the subject of this permission, the Olympic Consents and the Stratford City Consents being the area of the Site shown for the purposes of identification highlighted yellow on the plan contained in Annexure 15

"Youth Play Space" means social space of a minimum 200m² for young people aged 12 and over to meet and take part in informal sport or physical recreational activities

"Zero Carbon" means zero Regulated Emissions

"Zonal Masterplan" or "ZMP" means a masterplan in relation to each Planning Delivery Zone setting out the matters described in the Zonal Masterplan Specification

"Zonal Masterplan Specification" means the specification contained in Annexure 2

Note on Interpretation

Conditions numbered LCS0.1 to LCS0.274 and Conditions LCS0.311 to LCS0.316 apply to the Development as a whole. Where it is expressly stated, Conditions may be discharged by submission for an individual Planning Delivery Zone or Development Parcel.

Conditions numbered LCS0.275 to LCS0.278 apply to the Development only in Planning Delivery Zone 1 and so on. Where it is expressly stated, Conditions may be discharged by submission for an individual Development Parcel.

Where a Condition is being discharged on a Planning Delivery Zone or Development Parcel basis, any pre-Commencement requirement shall apply separately to each Planning Delivery Zone or Development Parcel, depending on the discharge arrangement selected.

Any agreement or approval by the Local Planning Authority shall be given in writing.

The following **CONDITIONS** shall apply to the Development as a whole and apply to all Planning Delivery Zones:

ZONAL MASTERPLANS AND DESIGN GUIDES

Zonal Masterplans and Sub Zonal Masterplans

- LCS0.1. Save in respect of Excepted Infrastructure and development in PDZ6, no applications for Reserved Matters approval shall be submitted in respect of any Planning Delivery Zone and in respect of any Sub Planning Delivery Zone until a Zonal Masterplan or Sub Zonal Masterplan for that Planning Delivery Zone or Sub Planning Delivery Zone has been prepared in accordance with this permission and has been submitted to and approved by the Local Planning Authority in writing. No applications for Reserved Matters approval shall be submitted in respect of any Sub Planning Delivery Zone that has been the subject of Part B of the Zonal Masterplan Specification through the submission of a ZMP until a Sub Zonal Masterplan for such Sub Planning Delivery Zone has been prepared in accordance with this

permission and has been submitted to and approved by the Local Planning Authority in writing.

In the case of development in PDZ6, no applications for Reserved Matters approval shall be submitted until a Zonal Masterplan for that Planning Delivery Zone has been prepared in accordance with this permission and has been submitted to the Local Planning Authority.

Any subsequent variations to Zonal Masterplans or Sub Zonal Masterplans must also be approved by the Local Planning Authority in writing.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

LCS0.2. No Zonal Masterplan or Sub Zonal Masterplan shall be submitted to the Local Planning Authority pursuant to Condition LCS0.1 unless and until the obligations in paragraphs 2 or 3 (as applicable) of Schedule 15 to the Section 106 Agreement have been complied with in respect of that Zonal Masterplan or Sub Zonal Masterplan.

Reason: To ensure that the Zonal Masterplans and the Sub Zonal Masterplans are prepared following the review procedure required by Schedule 15 to the Section 106 Agreement.

LCS0.3. No Sub Zonal Masterplan shall be submitted in respect of any Sub Planning Delivery Zone until a Zonal Masterplan for the Planning Delivery Zone in which the Sub Planning Delivery Zone is located has been prepared in accordance with this permission and has been submitted to and approved by the Local Planning Authority in writing.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

LCS0.4. Save for Excepted Infrastructure, no Development shall be Commenced in any Planning Delivery Zone until the Zonal Masterplan for that Planning Delivery Zone has been approved in writing by the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

LCS0.5. All Zonal Masterplans and Sub Zonal Masterplans submitted pursuant to Condition LCS0.1 shall contain the information and other details specified in the Zonal Masterplan Specification.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

Belvedere character area Design Guide

LCS0.6. No Zonal Masterplan for PDZ 4 or PDZ 5 shall be submitted for approval until a Belvedere character area Design Guide has been submitted to and approved by the Local Planning Authority in writing. The Belvedere character area Design Guide shall, unless non-material changes are otherwise agreed by the Local Planning Authority, include the following details in respect of Development Parcels 4.2, 4.3 and 5.1:

- building envelope, modulation, setback and height guidance which details how the Development will enhance key views;
- the framework for a landscape scheme for the public realm within and surrounding the Development Parcels providing a consistent design approach and palette of materials from Waterden Road to Bridge F06;
- design guidance for seating, lighting, public, private realm and open space surface materials; retaining structures, parapets and planters including typical planter details for establishing a generally continuous and coordinated planting scheme across the character area and which provides a consistent palette of materials for landscaping across the character area;
- connectivity guidance which identifies any new pedestrian routes enhancing connectivity between Carpenter's Road level and Bridge L03 level and any new north-south pedestrian connections at bridge deck level; and
- a statement summarising the comments of the Quality Review Panel on the Design Guide and detailing how those comments have been taken into consideration and reflected in the final Design Guide application.

Reason: To ensure that high standards of urban design, residential amenity, landscaping and ecological mitigation are achieved in accordance with London Plan policies 3.5, 7.4, 7.5 and 7.7; London Borough of Hackney Core Strategy policy 24; London Borough of Tower Hamlets Core Strategy policies SO22 and SO23 and London Borough of Newham Core Strategy policies SP3 and SP4.

LCS0.7. The Zonal Masterplans for PDZ 4 and PDZ 5, the Sub Zonal Masterplan for SPDZ 5A and all applications for Reserved Matters approval for Development Parcels 4.2, 4.3 and 5.1 shall be in accordance with the approved Belvedere character area Design Guide.

Reason: To ensure that high standards of urban design, residential amenity, landscaping and ecological mitigation are achieved in accordance with London Plan policies 3.5, 7.4, 7.5 and 7.7; London Borough of Hackney Core Strategy policy 24; London Borough of Tower Hamlets Core Strategy policies SO22 and SO23 and London Borough of Newham Core Strategy policies SP3 and SP4.

SPDZ 5B character area Design Guide

LCS0.8. No Zonal Masterplan for PDZ 5 shall be submitted for approval until a character area Design Guide for SPDZ 5B has been submitted to and approved by the Local Planning Authority in writing. The character area Design Guides shall, unless non material changes are otherwise agreed by the Local Planning Authority, include the following details in respect of SPDZ 5B:

- design guidance on proposed housing typologies including maximum building envelope, modulation, setback and heights and the relationship between mews and other proposed housing typologies for these Development Parcels ;
- design guidance on Development Parcel sub division;
- principles for the location of Non-Residential Uses; and
- a statement summarising the comments of the Quality Review Panel on the Design Guide and detailing how those comments have been taken into consideration and reflected in the final Design Guide application.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning given the particular importance of this part of the Site and the identified need for a more refined approach to the Development and to accord with London Plan policies 3.5, 7.1, 7.4, 7.5 and 7.18 and London Borough of Hackney Core Strategy policies 3, 5, 24, 26.

LCS0.9. The Zonal Masterplan for PDZ 5, the Sub Zonal Masterplan for SPDZ 5B and all applications for Reserved Matters approval for SPDZ 5B shall be in accordance with the approved character area Design Guide for SPDZ 5B.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning given the particular importance of this part of the Site and the identified need for a more refined approach to the Development and to accord with London Plan policies 3.5, 7.1, 7.4, 7.5 and 7.18 and London Borough of Hackney Core Strategy policies 3, 5, 24, 26.

Development Parcel 8.4 character area Design Guide

LCS0.10. The Zonal Masterplan for PDZ8 shall be accompanied by a character area Design Guide for Development Parcel 8.4 which shall include the following details in respect of Development Parcel 8.4:

- Design guidance on proposed housing typologies for this Development Parcel;
- design guidance for the maximum building envelope, modulation, setback and height guidance to include how the Development will impact upon the privacy of neighbouring residential properties, on sunlight/daylight to those properties and how the design will address such issues in the final massing and elevation details in order to minimise such impacts; and
- a statement summarising the comments of the Quality Review Panel on the Design Guide and detailing how those comments have been taken into consideration and reflected in the final Design Guide application.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning given the particular importance of this part of the Site, the proximity of neighbouring residential properties on Warton Road and the identified need for a more refined approach to the Development in accordance with policies 7.1, 7.4 and 7.5, and policies SP3, SP7, H1 of the London Borough of Newham Core Strategy and policy H17 of the London Borough of Newham UDP.

LCS0.11. The Zonal Masterplan for PDZ 8, the Sub Zonal Masterplan for SPDZ 8B and all applications for Reserved Matters approval for Development Parcel 8.4 shall be in accordance with the approved character area Design Guide for Development Parcel 8.4.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning given the particular importance of this part of the Site, the proximity of neighbouring residential properties on Warton Road and the identified need for a more refined approach to the Development in accordance with policies 7.1, 7.4 and 7.5, and policies SP3, SP7, H1 of the London Borough of Newham Core Strategy and policy H17 of the London Borough of Newham UDP.

Canal Park Design Guide

LCS0.12. No Zonal Masterplan for PDZ 4 or PDZ 5 shall be submitted for approval until a Canal Park Design Guide has been submitted to and approved by the Local Planning Authority in writing. The Canal Park Design Guide shall, unless non-material changes are otherwise agreed by the Local Planning Authority, include:

- soft landscaping design guidance which expands on the approved Site Wide Design Code guidance at Codes 4.23 – 4.26 setting out:
 - general tree arrangements and alignments required to establish a coordinated formal tree planting zone for the length of the Canal Park; indicative sections and tree pit details, at 150m intervals for the length of the Canal Park, which subject to utility constraints and Thames Water assets, demonstrate that generally continuous and

coordinated planting can be supported for the length of the Canal Park;

- suitable planting species;
- hard landscaping design guidance setting out:
 - pedestrian and cycle way guidance which co-ordinates with existing pedestrian and cycle connections;
 - typical design details or minimum specifications for play space, play equipment, furniture, seating, lighting, surface materials, access, retaining structures, handrails, parapets and tree pits providing a consistent palette of materials across PDZ 4 and 5;
- Canal Park and bridge interface guidance for Lea Navigation Bridge eastern approaches, including approach ramps, steps, retaining structures, abutments and wingwalls;
- Canal Park and school playing fields and building interface guidance, including guidance on boundary treatments which protect the amenity of the waterway;
- level change guidance which considers how the existing low retaining wall (dwarf wall) between White Post Lane and Old Ford Lock would be removed or integrated;
- a delivery programme for the Canal Park based on Conditions LCS0.147, LCS0.155 and LCS0.157;
- details of how the need to maintain access for Thames Water will be taken into account in the design of Canal Park; and
- a statement summarising the comments of the Quality Review Panel on the Design Guide and detailing how those comments have been taken into consideration and reflected in the final Design Guide application.

Reason: To ensure that high standards of urban design, landscaping, waterway amenity and ecological mitigation are achieved in accordance with London Plan policies 3.5, 7.1, 7.4, 7.5, 7.18; London Borough of Hackney Core Strategy policies 5, 24, 26 and London Borough of Tower Hamlets Core Strategy policies SO22 and SO23.

- LCS0.13. The Zonal Masterplans for PDZ 4 and PDZ 5, the Sub Zonal Masterplans for SPDZ5A and SPDZ5B (insofar as they relate to Canal Park) and all applications for Reserved Matters approval for Canal Park shall be in accordance with the approved Canal Park Design Guide.

Reason: To ensure that high standards of urban design are achieved in accordance with London Plan policies 3.5, 7.1, 7.4, 7.5, 7.18; London Borough of Hackney Core Strategy policies 5, 24, 26 and London Borough of Tower Hamlets Core Strategy policies SO22 and SO23.

Housing Design Guide

- LCS0.14. Except where standards are set out in this planning permission, all Residential Units shall conform with the London Housing Design Guide or, if adopted, the Housing SPG and, in the event that the London Housing Design Guide or the Housing SPG (as applicable) is replaced at any time, shall be substantially in conformity with any replacement

housing design guide that may be issued by the Mayor of London after the date of this permission.

Reason: To ensure that high standards of urban design, residential amenity and landscaping are achieved in accordance with London Plan policies 3.5, 3.8, 7.1 and 7.2; London Borough of Hackney Core Strategy policies 5, 24, 26; London Borough of Tower Hamlets Core Strategy policies SPO2, SO7 and SO9; London Borough of Newham Core Strategy policy H1 and London Borough of Waltham Forest Core Strategy policy CS2.

QUALITY REVIEW PANEL

LCS0.15. Where the LLDC Quality Review Panel is disbanded or suspended, no further applications for the approval of Zonal Masterplans, Sub Zonal Masterplans, Design Guides or Reserved Matters shall be submitted until:

- terms of reference for a replacement panel to fulfil substantially the same purposes as the LLDC Quality Review Panel in respect of the Site have been submitted to and approved by the Local Planning Authority; and
- such replacement panel has been established in accordance with the approved terms of reference.

Reason: To assist in ensuring that high standards of urban design are achieved in accordance with London Plan policies 2.4, 3.5, 3.8, 7.1 and 7.2; London Borough of Hackney Core Strategy policy 24; London Borough of Tower Hamlets Core Strategy policies SO1 and SO2 and London Borough of Newham Core Strategy policy SP3.

LCS0.16. No application for the approval of a Zonal Masterplan, a Sub Zonal Masterplan, Design Guide, the revised Planning Delivery Zone Design Code for PDZ5 (required pursuant to Condition LCS0.39) or Reserved Matters shall be submitted until it has first been submitted in draft to the Quality Review Panel for consultation and consultation has been undertaken or sought, save in the case of an application for Reserved Matters approval which the Local Planning Authority has agreed in writing does not need to be submitted in draft to the Quality Review Panel for consultation.

Reason: To assist in ensuring that high standards of urban design are achieved in accordance with London Plan policies 2.4, 3.5, 3.8, 7.1 and 7.2; London Borough of Hackney Core Strategy policy 24; London Borough of Tower Hamlets Core Strategy policies SO1 and SO2 and London Borough of Newham Core Strategy policy SP3.

TIME LIMITS, RESERVED MATTERS AND DESIGN MATTERS

Time Limits

LCS0.17. Applications for the approval of Reserved Matters in PDZ6 shall be made not later than the expiration of four years from the date of this permission.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

- LCS0.18. Development in PDZ 6 shall be Commenced either before the expiration of six years from the date of this permission, or before the expiration of two years from the date of approval of the last of the Reserved Matters to be approved, whichever is the later.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

- LCS0.19. Applications for the approval of Reserved Matters in PDZ3 shall be made not later than the expiration of three years from the date of this permission.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

- LCS0.20. Development in PDZ 3 shall be Commenced either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the Reserved Matters for that PDZ to be approved, whichever is the later.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

- LCS0.21. Applications for the approval of Reserved Matters in PDZs 1, 4 and 5, shall be made not later than the expiration of eight years from the date of this permission.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

- LCS0.22. Development in PDZs 1,4 and 5 shall be Commenced either before the expiration of ten years from the date of this permission, or before the expiration of two years from the date of approval of the last of the Reserved Matters for that PDZ to be approved, whichever is the later

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

- LCS0.23. Applications for the approval of Reserved Matters in PDZs 2, 8 and 12, shall be made not later than the expiration of sixteen years from the date of this permission

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

- LCS0.24. Development in PDZs 2, 8 and 12 shall be Commenced either before the expiration of eighteen years from the date of this permission, or before the expiration of two years from the date of approval of the last of the Reserved Matters for that PDZ to be approved, whichever is the later.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

- LCS0.25. Where a contract(s) has not been let for the construction of all of the Residential Units that form the Development in the first phase of any Planning Delivery Zone or Sub Planning Delivery Zone (as such first phase may be identified in the Development Parcel Phasing Plan approved pursuant to Condition LCS0.50) within 5 (five) years of the date on which the details required to be agreed in accordance with paragraph 1.1.1 or 2.1.1 (as applicable) of Schedule 15 to the Section 106 Agreement were determined for that Planning Delivery Zone or Sub Planning Delivery Zone in accordance with such paragraphs, the Zonal Masterplan or Sub Zonal Masterplan (as applicable) shall be deemed to have expired and no works of Development shall be carried out pursuant to any Reserved Matters approvals in respect of such expired Masterplan or Sub Zonal Masterplan (as applicable).

Reason: To ensure that the Zonal Masterplans and Sub Zonal Masterplans do not become outdated prior to the implementation of any Development within such Zonal Masterplans and Sub Zonal Masterplans.

- LCS0.26. No part of the Development shall be Occupied until the earlier of:
- the end of the Legacy Transformation Phase; or
 - 1 January 2015.

Reason: To ensure that the baseline that has been used to assess the Development has been implemented and completed prior to Occupation.

Reserved Matters

- LCS0.27. Save for Excepted Infrastructure in a PDZ where no Zonal Masterplan has been approved and subject to paragraph 4.1 of Schedule 8 and paragraphs 1.12 and 5.16 of Schedule 6 all applications for the approval of Reserved Matters submitted in respect of each Planning Delivery Zone and any Sub Planning Delivery Zone shall be in accordance with the Zonal Masterplan and the Sub Zonal Masterplan approved for that Planning Delivery Zone and Sub Planning Delivery Zone pursuant to Condition LCS0.1.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

- LCS0.28. Save for Bridges H14 and H16, each application for the approval of Reserved Matters shall contain the information and other details specified in the Reserved Matters Specification.

Reason: To ensure that high standards of urban design, landscaping and ecological mitigation are achieved in accordance with London Plan

policies 2.14, 6.7, 6.9, 6.10, 7.1, 7.2 and 7.5 and London Borough of Tower Hamlets Core Strategy policies SO2, SO19, SP08, SO20, SO21 and SP09.

LCS0.29. In addition to the information and other details specified in the Reserved Matters Specification, each application for the approval of Reserved Matters for Excepted Infrastructure in a Planning Delivery Zone where there is no approved Zonal Masterplan shall include the following:

- plans showing the context of the proposed Excepted Infrastructure and its strategic integration with adjoining areas, such plans to show approved proposals, proposals contained in policy documents and such other proposals and/or documents as the Local Planning Authority directs within adjacent zones and existing development; and
- in the case of Schools and Youth Play Space, details of temporary and the anticipated permanent access (including public transport routes, footpaths and cycleways) both within the site of the Reserved Matters application and beyond the site boundary to show how the Schools and Youth Play Space are to be accessed from other PDZs and in respect of the Schools such details to be in accordance with the principles agreed with the Local Planning Authority in the specifications for each of the Schools required under Schedule 8 to the Section 106 Agreement.

Reason: To ensure that high standards of urban design and accessibility are achieved in accordance with London Plan policies 2.14, 6.7, 6.9, 6.10, 7.1, 7.2 and 7.5 and London Borough of Tower Hamlets Core Strategy policies SO2, SO19, SP08, SO20, SO21 and SP09.

LCS0.30. Notwithstanding the details shown on the Approved Plans, no application for Reserved Matters approval for Bridge H14 shall be submitted until details of the Bridge H14 western approach bridge deck limit of deviation and abutment limit of deviation have been submitted to and approved by the Local Planning Authority. The details submitted shall ensure a separation distance of at least 4m from between the nearest habitable window and the north parapet of the Bridge.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning and to protect residential amenity in accordance with London Plan policies 2.14, 6.7, 6.9, 6.10, 7.1, 7.2 and 7.5 and London Borough of Tower Hamlets Core Strategy policies SO2, SO19, SP08, SO20, SO21 and SP09.

LCS0.31. The Reserved Matters applications for Bridges H14 and H16 shall, unless any non-material changes are otherwise agreed by the Local Planning Authority, include:

- a statement and such other material as may reasonably be necessary to demonstrate that the Reserved Matters application

accords with the Zonal Masterplan approved in respect of the relevant PDZ

- in the case of Bridge H14, a statement and such other material as may reasonably be necessary to demonstrate that the Reserved Matters application accords with the limits of deviation approved pursuant to Condition LCS0.30
- a statement summarising the comments of the Quality Review Panel on the relevant draft Reserved Matters application and detailing how those comments have been taken into consideration and reflected in the final Reserved Matters application
- details of the siting, design and structure of the bridge to include provision for pedestrian and cyclists (including abutments and wing walls), external appearance, materials to be used, finished levels and street furniture
- a design and access statement summarising the results of the design competition which shall have been undertaken in respect of each bridge, together with details of methodology and principles employed in the design of the bridge;
- a flood risk, hydraulic impact, navigation impact and ecology statement;
- confirmation that the clearance height above the normal operating water level of the lower edge of the soffit and the lower edge of the bridge deck for Bridge H14 is not less than 3m across 80% of the channel width and for Bridge H16 not less than 3m across the whole channel width;
- confirmation that the clearance height above the towpath of the lower edge of the soffit and the lower edge of the bridge deck for Bridge H14 is not less than 2.5m;
- the provision of conduits capable of accommodating bridge utilities including lighting and highway drainage;
- a statement as to how the design details for which approval is sought would enable adequate access to and egress from existing premises surrounding the western landings of each bridge is to be retained or provided and ensure that any existing retail active frontages are not prejudiced;
- foundation details and construction methodology, including details of the means of protecting the amenity of occupiers of adjoining development during the construction of Bridges H14 and H16 including specific hours of work and noise limits for those works within the western landings of each bridge;
- details of the means of protecting the amenity of adjoining occupiers located to the north of Bridge H14 (Crown Wharf properties/Omega Works), including visual and acoustic privacy of any habitable rooms which directly face onto Bridge H14, from traffic noise, overlooking and highway light disturbance, including consideration of the height and treatment of the north parapet and retaining walls of Bridge H14 and any proposed screening or buffer designed in consultation with occupiers of the adjoining residential development;

- details of the proposed general arrangements of the Bridge H14 western approach, including landscaping for the entire western landing site area;
- details of connections between eastern bridge approaches and the existing eastern tow path;
- a series of development context drawings (comprising plans, elevation and section drawings of 1:200, 1:500 or some other scale agreed with the Local Planning Authority which shows Development approved pursuant to Reserved Matters approvals or, if Development has not been so approved, which shows the maximum parameters of the Development within 200m from the Reserved Matters site); and
- a 1:1250 scale drawing on an OS base showing details of any Reserved Matters already approved in respect of the relevant Planning Delivery Zone or Zones.
- a statement of participation with neighbouring and other affected residential and business owners and occupiers
- an inclusive access and design statement (which shall demonstrate compliance with the Site Wide inclusive access strategy)
- details of sustainable construction measures
- details of external lighting (including a statement of how such lighting is in accordance with the approved Site Wide lighting strategy) and CCTV installations (including a statement of how such CCTV installations are in accordance with the approved Site Wide CCTV framework)

Reason: To ensure that high standards of urban design, landscaping and ecological mitigation are achieved in accordance with London Plan policies 2.14, 6.7, 6.9, 6.10, 7.1, 7.2 and 7.5 and London Borough of Tower Hamlets Core Strategy policies SO2, SO19, SP08, SO20, SO21 and SP09.

Site Wide Inclusive Access Strategy

- LCS0.32. No Zonal Masterplan or Design Guide shall be submitted for approval until a Site Wide inclusive access strategy has been submitted to and approved by the Local Planning Authority. All Design Guides, Zonal Masterplans and applications for Reserved Matters approval shall be in accordance with the approved Site Wide inclusive access strategy.

Reason: To ensure that inclusive access commitments are met in accordance with London Plan policies 2.4, 6.10, 7.1, 7.2 and 7.5; London Borough of Hackney Core Strategy policy 24; London Borough of Tower Hamlets Core Strategy policies SO1 and SO2 and London Borough of Newham Core Strategy policy SP3.

Details of public realm lighting

- LCS0.33. The Development shall not be Commenced until a Site Wide lighting strategy has been submitted to and approved by the Local Planning Authority in writing. The Site Wide lighting strategy shall set out the

design and operational principles for lighting to be installed in the public realm which shall be in accordance with, as appropriate, Institute of Lighting Professionals 'Guidance Notes For Reduction of Obtrusive Light' (GN01:2011), BS 5489-1:2003:A2: 2008 Code of practice for the design of road lighting – Part 1: Lighting of roads and public amenity areas, BS EN 13201-2:2003 Road Lighting – Part 2: Performance requirements, the CIE (International Commission on Illumination) Report: "Guide on the Limitation of the Effects of Obtrusive Light from Outdoor Lighting Installations" and the "Lighting in the Countryside: Towards Good Practice" published by the Countryside Commission/DOE. Lighting shall be designed to optimise energy use, subject to security, aesthetics and wayfinding objectives, through dimmed and timed systems. No external lighting or illumination shall be installed until details of the position, design, light outputs, spread, hours of operation and a statement of compliance with the lighting strategy have been submitted to and approved by the Local Planning Authority for the relevant Development Parcel.

Reason: To ensure high standards of urban design and protection of habitats, minimise light pollution and safeguard the operations of London City Airport in accordance with London Plan policies 7.1, 7.3, 7.5 and 7.19; London Borough of Hackney Core Strategy policy 24; London Borough of Tower Hamlets Core Strategy policies SO1 and SO2 and London Borough of Newham Core Strategy policy SP3.

Design to protect against crime

- LCS0.34. The designs of individual buildings and the external areas including car parks, public realm, towpaths and bridges shall take account of Association of Chief Police Officers Secured by Design design guides or successor best practice and principles for designing out crime in order to achieve a low crime risk environment.

Reason: To minimise crime risk by appropriate design in accordance with London Plan policy 7.3.

Development platform frontage appearance

- LCS0.35. The Development shall not be Commenced until a Site Wide development platform frontage appearance scheme has been submitted to and approved by the Local Planning Authority in writing. The development platform frontage appearance scheme shall take account of the schemes with the same name submitted and approved pursuant to the Olympic Consents and shall identify general principles and quality criteria for landscape and boundary treatments within the Site (including as appropriate the incorporation of trees, hedge planting, woodland, shrubs, meadow and other soft and hard works).

Reason: To ensure that the Development parcels have a high quality frontage and boundary treatment in order to enhance the appearance of the Olympic Park and to ensure high standards of urban design in accordance with London Plan policies 2.4, 7.4, 7.5 and 7.18; London Borough of Hackney Core Strategy policies 24 and 26; London Borough

of Tower Hamlets Core Strategy policies SO1 and SO2 and London Borough of Newham Core Strategy policy SP3.

LCS0.36. No Development shall be Commenced in any PDZ until a zonal development platform frontage appearance scheme has been submitted to and approved by the Local Planning Authority in writing. The zonal development platform frontage appearance scheme shall be in accordance with the Site Wide development platform frontage appearance scheme, take account of the schemes with the same name submitted and approved pursuant to the Olympic Consents and shall include the following:

- details of landscape and boundary treatments (including as appropriate the incorporation of trees, hedge planting, woodland, shrubs, meadow and other soft and hard works the details of which shall be submitted on drawings at a scale to be agreed in advance with the Local Planning Authority and which shall include specification of planting and measures to protect remediation);
- overall arrangements for the long term management, funding and maintenance;
- a planting management and maintenance strategy including On Site irrigation measures; and
- phasing and triggers for the provision of the landscaping and boundary treatments to be linked to the programme for the occupation of Planning Delivery Zones and Development Parcels and which in any event shall require the approved landscaping and boundary treatments for each Planning Delivery Zone to be completed prior to the Commencement of Development in that Planning Delivery Zone

Reason: To ensure that the Development Parcels have a high quality frontage and boundary treatment in order to enhance the appearance of the Olympic Park and to ensure high standards of urban design in accordance with London Plan policies 2.4, 7.4, 7.5 and 7.18; London Borough of Hackney Core Strategy policies 24 and 26; London Borough of Tower Hamlets Core Strategy policies SO1 and SO2 and London Borough of Newham Core Strategy policy SP3.

LCS0.37. The approved Site Wide development platform frontage appearance scheme and zonal development platform frontage appearance scheme shall be implemented in accordance with the phasing and triggers contained therein.

Reason: To ensure that the Development Parcels have a high quality frontage and boundary treatment in order to enhance the appearance of the Olympic Park and to ensure high standards of urban design in accordance with London Plan policies 2.4, 7.4, 7.5 and 7.18; London Borough of Hackney Core Strategy policies 24 and 26; London Borough of Tower Hamlets Core Strategy policies SO1 and SO2 and London Borough of Newham Core Strategy policy SP3.

COMPLIANCE WITH APPROVED DETAILS

Design strategy

- LCS0.38. The design of the Development in each PDZ will accord with the Site Wide Design Codes and the Planning Delivery Zone Design Codes except to the extent such Design Codes are superseded by any Zonal Design Specification approved as part of a Zonal Masterplan or a Sub Zonal Masterplan or by any Reserved Matters approval or other approval pursuant to any Condition of this permission.

Reason: To ensure that high design standards are maintained throughout the Development in accordance with London Plan policy 7.1; London Borough of Hackney Core Strategy policy 24; London Borough of Tower Hamlets Core Strategy policies SO1, SO2, SO22 and SO23 and London Borough of Newham Core Strategy policies SP3 and SP4.

- LCS0.39. Notwithstanding the Planning Delivery Zone Design Codes submitted for PDZ5 as part of the Application, no character area Design Guide for PDZ5 or the ZMP for PDZ5 shall be submitted to the Local Planning Authority for approval until the Local Planning Authority has approved the revised Planning Delivery Zone Design Codes for PDZ5.

Reason: To ensure that the Planning Delivery Zone Design Guides for PDZ5 are amended as a result of the setback required pursuant to Condition LCS0.290 and to accord with in accordance with London Plan policy 7.1; London Borough of Hackney Core Strategy policy 24; London Borough of Tower Hamlets Core Strategy policies SO1, SO2, SO22 and SO23 and London Borough of Newham Core Strategy policies SP3 and SP4.

- LCS0.40. Notwithstanding the Planning Delivery Zone Design Codes submitted for PDZ2 as part of the Application, the ZMP for PDZ2 shall not be submitted to the Local Planning Authority for approval until the Local Planning Authority has approved the revised Planning Delivery Zone Design Codes for PDZ2.

Reason: To ensure that the Planning Delivery Zone Design Guides for PDZ2 are amended as a result of the setback required pursuant to Condition LCS0.280.

Development in accordance with approvals

- LCS0.41. Notwithstanding the Approved Plans for PDZ5 and the Revised Development Specification and Framework, no Development shall be Commenced until the Approved Plans for PDZ5 and the Revised Development Specification and Framework have been amended to reflect Condition LCS0.290 and approved by the Local Planning Authority.

Reason: To ensure that the Approved Plans and Revised Development Specification and Framework are amended to reflect Condition LCS0.290

- LCS0.42. The Development shall be carried out in accordance with:

- (A) the Approved Plans and Conditions LCS0.280, LCS0.290 and LCS0.305 which impose restrictions on the parameters in respect of Development Parcels referred to therein save to the extent they have been superseded by the Conditions;
- (B) the Revised Development Specification and Framework save to the extent it has been superseded by the Conditions; and
- (C) any other plans, drawings, documents, details, schemes, statements or strategies which have been approved by the Local Planning Authority pursuant to these Conditions.

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

Residential Densities

LCS0.43. The density for residential floorspace at the Development shall not exceed the density ranges shown on the Site Wide Residential Density Parameter Plans and relevant PDZ Residential Density Parameter Plan.

Reason: In the interests of providing a good living environment for future residents in accordance with London Plan policies 3.4 and 7.1; London Borough of Hackney Core Strategy policy 24; London Borough of Tower Hamlets Core Strategy policies SO1, SO2, SO22 and SO23 and London Borough of Newham Core Strategy Policies SP3 and SP4.

Development in accordance with Environmental Statement

LCS0.44. The Development (including all Reserved Matters and other matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in Annexure 4 unless otherwise provided for in any of these Conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

Reason: To ensure the mitigation measures specified in the Environmental Statement are satisfactorily implemented.

DEVELOPMENT THRESHOLDS

LCS0.45. The total quantum of built floorspace for the Development across the different Planning Delivery Zones shall not exceed the GEA for individual land uses comprising:

- 641,817 sqm residential (C3)
- 22,387 sqm retail (A1-5)
- 30,369 sqm employment (B1a)
- 15,770 sqm employment (B1b/B1c)
- 14,500 sqm hotel
- 3,606 sqm leisure (D2)
- 31,451 sqm community facilities (D1)

and such maximum floorspace shall be distributed across the Planning Delivery Zones as follows:

PDZ	Resi	Retail			Employment		Hotel	Leisure	Community Facilities	Maximum floorspace permitted
	C3	A1-A2	A3/A4/A5	A1-A5	B1a	B1b/c	C1	D2	D1	
1	134,000	2,500	7,400	9,900	0	0	14,500	1,650	1,430	161,480
2	75,000	900	900	1,438	0	0	0	165	440	77,043
4	67,730	1,450	1,600	2,576	1,065	0	0	0	8,410	79,781
5	96,097	1,000	2,850	3,268	5,389	3,612	0	1,457	6,888	116,711
6	112,800	1,400	1,350	2,310	124	0	0	165	1,141	116,540
8	118,290	1,200	1,500	2,345	23,791	12,158	0	169	1,482	158,235
12	37,900	400	400	550	0	0	0	0	11,660	50,110
Total	641,817	8,850	16,000	22,387	30,369	15,770	14,500	3,606	31,451	759,900

and the following shall apply to the interpretation of this Condition LCS0.45:

- i. PDZ demarcation within the Site is as shown on the Approved Plans
- ii. All figures are given in sqm and Gross External Area (GEA)
- iii. There shall be no transfer of floorspace across and between PDZs
- iv. There shall be no transfer of floorspace across use classes save as set out in (v) below
- v. PDZ floorspace maximums for retail floorspace within the A1/A2 and A3/A4/A5 categories are subject to the maximum total A1-A5 floorspace cap shown for each PDZ. For this reason the sum of the PDZ specific maximums in the above table are greater than the Site Wide totals and therefore the overall A1-A5 maximum floorspace is lower than that applied for
- vi. The C3 accommodation includes a maximum of 4,000 sqm of sheltered accommodation

Reason: To ensure the Development is carried out in accordance with the approval plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the Development.

PHASING

LCS0.46. Save where the Outline Site Wide Phasing Plan has been varied pursuant to Condition LCS0.49, the total quantum of built floorspace within the following individual land uses delivered as part of the Development across the different Planning Delivery Zones in the period up to and including 2021 shall not exceed:

- 266,789 sqm residential (C3)

- 9,020 sqm retail (A1-5)
- 2,610 sqm employment (B1a)
- 14,500 sqm hotel (C1)
- 11,784 sqm community facilities (D1)
- 2,300 sqm leisure (D2)

No B1b/c employment floorspace is hereby permitted to be Commenced during this time.

Reason: To ensure the Development carried out does not exceed the cumulative maximum during the relevant phase.

LCS0.47. Save where the Outline Site Wide Phasing Plan has been varied pursuant to Condition LCS0.49, the total quantum of built floorspace within the following individual land uses delivered as part of the Development across the different Planning Delivery Zones between 2022 and 2031 shall not exceed:

- 375,028 sqm residential (C3)
- 13,366 sqm retail (A1-5)
- 27,759 sqm employment (B1a)
- 15,770 sqm employment (B1b/c)
- 19,668 sqm community facilities (D1)
- 1,306 sqm leisure (D2)

No C1 hotel floorspace is hereby permitted to be Commenced during this time.

Reason: To ensure the Development carried out does not exceed the cumulative maximum during the relevant phase.

Outline Site Wide Phasing Plan

LCS0.48. The Development shall be carried out in accordance with the Outline Site Wide Phasing Plan as the same may be varied pursuant to Condition LCS0.49

Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

LCS0.49. There shall be no variations to the Outline Site Wide Phasing Plan save where any application made pursuant to this Condition is approved in writing by the Local Planning Authority. No application for approval to a variation shall be made unless either:

- the application demonstrates that the variation is unlikely to give rise to any new or different significant environmental effects in comparison with the development as approved and as assessed in the Environmental Statement; or

- the application is accompanied by environmental information assessing the likely significant environmental effects of the Development having regard to the proposed variation

and such application must be accompanied by a report setting out the reasons for the variation and identifying how the variation would impact on any Conditions and Obligations

Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02..

Development Parcel Phasing Plans

LCS0.50. All Zonal Masterplans and Sub Zonal Masterplans submitted for approval pursuant to Condition LCS0.1 shall include a Development Parcel Phasing Plan

Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

LCS0.51. The Development Parcel Phasing Plan submitted for approval pursuant to Condition LCS0.50 shall be in accordance with the Outline Site Wide Phasing Plan

Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

LCS0.52. The Development of each PDZ (including any SPDZ) shall be carried out in accordance with the approved Development Parcel Phasing Plan as the same may be varied pursuant to Condition LCS0.53

Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

LCS0.53. There shall be no variations to any Development Parcel Phasing Plan save where any application made pursuant to this Condition is approved in writing by the Local Planning Authority. No application for approval to a variation shall be made unless the application demonstrates that the Development Parcel Phasing Plan as proposed to be varied would remain in accordance with the Outline Site Wide Phasing Plan. Each application must be accompanied by a report setting out the reasons for

the variation and identifying how the variation would impact on any Conditions and Obligations.

Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

Reporting on build out

LCS0.54. A report detailing the build out of the Development during the preceding 12 months together with a statement of compliance with the Outline Site Wide Phasing Plan (as the same may be varied pursuant to Condition LCS0.49) and any approved Development Parcel Phasing Plans (as the same may be varied pursuant to Condition LCS0.53) shall be submitted to the Local Planning Authority on each anniversary of Commencement until the Completion of the Development. Each report to be submitted pursuant to this Condition shall include a table detailing:

- the cumulative floorspace Completed or under construction at the Development since the Commencement of Development by Development Parcel, by Planning Delivery Zone and Site Wide
- the cumulative floorspace Completed or under construction at the Development in the preceding 12 months by Development Parcel, by Planning Delivery Zone and Site Wide
- the amount of floorspace proposed by Reserved Matters (both applied for and approved) but not yet Completed or under construction by Development Parcel, by Planning Delivery Zone and Site Wide

Reason: To provide satisfactory information to ensure compliance with this permission and to facilitate the orderly approach to construction of the Development in accordance with London Plan policy 2.4; London Borough of Hackney Core Strategy policy 5; London Borough of Newham Core Strategy policy SP1 and London Borough of Tower Hamlets Core Strategy policy S02.

CONSTRUCTION

Environmental Manager

LCS0.55. The Development shall not be Commenced until an Environmental Manager has been appointed or nominated and evidence of the same provided to the Local Planning Authority. An Environmental Manager shall be retained or nominated at all times throughout the construction of the Development. The Environmental Manager shall be responsible for the following:

- Submitting environmental management plans to the Local Planning Authority;

- Monitoring and auditing compliance with commitments in the Site Wide code of construction practice and each zonal code of construction practice and subsidiary documents and with all relevant environmental legislation; and
- Submitting annual compliance monitoring reports to the Local Planning Authority for approval.
- Convening an Environmental Forum for the reporting and discussion of noise and air quality monitoring in accordance with terms of reference to be agreed as part of the Site Wide code of construction practice
- Convening a Remediation Forum for the reporting and discussion of contamination and remediation in accordance with terms of reference to be agreed as part of the Site Wide code of construction practice

Reason: To ensure environmental mitigation measures are appropriately implemented in accordance with London Plan policies 5.18, 7.14, 7.15; London Borough of Hackney Core Strategy policy 32; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham Core Strategy policy INF3; London Borough of Newham saved UDP policy EQ45; London Borough of Tower Hamlets Core Strategy policy SP05; London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9 and London Borough of Tower Hamlets saved UDP policy DEV 50.

Code of construction practice and subsidiary documents

LCS0.56. The Development shall not be Commenced until a Site Wide code of construction practice, which shall be in general accordance with the Draft Code of Construction Practice, has been submitted to and approved by the Local Planning Authority. The Site Wide code of construction practice shall include terms of reference for an Environmental Forum and a Remediation Forum. An updated version of the Site Wide code of construction practice shall be submitted to the Local Planning Authority for approval no less frequently than once every three years. The Site Wide code of construction practice and the updates there to 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.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with London Plan policies 5.18, 7.14, 7.15; London Borough of Hackney Core Strategy policy 32; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham Core Strategy policy INF3; London Borough of Newham saved UDP policy EQ45; London Borough of Tower Hamlets Core Strategy policy SP05; London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9 and London Borough of Tower Hamlets saved UDP policy DEV 50.

LCS0.57. No Development shall be Commenced in any PDZ until a zonal code of construction practice, which shall be in accordance with the Site Wide

code of construction practice (as updated from time to time pursuant to Condition LCS0.56) has been submitted to and approved by the Local Planning Authority. Each zonal code of construction practice shall be in accordance with all relevant legislation in force, and substantially in accordance with all policy adopted and best practice guidance published at the time of submission.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with London Plan policies 5.18, 7.14, 7.15; London Borough of Hackney Core Strategy policy 32; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham Core Strategy policy INF3; London Borough of Newham saved UDP policy EQ45; London Borough of Tower Hamlets Core Strategy policy SP05; London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9 and London Borough of Tower Hamlets saved UDP policy DEV 50.

LCS0.58.

The Development shall not be Commenced until a Site Wide construction transport management plan (CTMP) has been prepared in consultation with the Local Planning Authority, local highway authorities, Transport for London and the emergency services and such CTMP has been submitted to and approved by the Local Planning Authority. An updated version of the CTMP shall be submitted to the Local Planning Authority for approval no less frequently than once every three years. The objectives of the CTMP shall be to:

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

The Site Wide CTMP shall include as a minimum the following information:

- the arrangements for liaison with the relevant highway authorities and emergency services;
- the method for applying for approvals for Off Site highway works;
- road closures implementation and management
- waterway closures implementation and management;
- the provision of rail facilities for the movement of construction materials where feasible, taking into account material loads suitable for movement by rail and logistical and other requirements (such as

statutory consultee requirements) to facilitate the movement of materials by rail;

- the identification of locations for the Temporary Wharf Facility and the arrangements for promoting construction contractors and subcontractors to use the Temporary Wharf Facility provided pursuant to LCS0.78 for the transportation of construction materials to the Site and construction waste from the Site, including details of how loading and unloading facilities will be provided at the Temporary Wharf Facility locations as and when required in order to facilitate such transportation;
- direction signing to worksites;
- emergency access protocols and internal road naming conventions;
- workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce;
- rail station capacities and rail line blockades which may require alternative workforce travel arrangements;
- designated routes for large goods vehicles and dealing with abnormal loads;
- highway enabling schemes for access to and from the construction sites;
- Off Site parking issues,
- parking provision and control for no more than 100 parking spaces Site Wide for construction workers' motor cars and vans used to travel to the Site, but to which access is not otherwise required when the vehicle is on the Site;
- provision for walking and cycling;
- lorry holding areas;
- driver standards and enforcement within the construction sites and on the highway;
- monitoring;
- dealing with complaints and community liaison; and
- guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module.

Reason: To ensure that the construction of the Development minimises its environmental impacts in accordance with London Plan policies 6.14, 7.26; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham saved UDP policy EQ45; London Borough Tower Hamlets Submission Draft Development Management DPD policy Dev DM9 and London Borough of Tower Hamlets saved UDP policy DEV50.

LCS0.59. No Development shall be Commenced in any PDZ until a zonal construction transport management plan (ZCTMP), which shall be in accordance with the Site Wide construction transport management plan (as updated pursuant to Condition LCS0.58) has been submitted to and approved by the Local Planning Authority. The ZCTMP shall include

confirmation of a minimum percentage commitment, by weight, as to the transportation by rail and water of construction materials to be used and waste to be generated in the construction of the Development in that PDZ. In the event that the minimum zonal percentage commitments are less than the percentage targets set out in paragraph 4.1 of Schedule 11 to the Section 106 Agreement, the ZCTMP shall set out the steps taken to comply with those obligations and why it has not been possible to achieve the percentage targets for construction of the Development in this PDZ.

Reason: To ensure that the construction of the Development minimises its environmental impacts in accordance with London Plan policies 6.14, 7.26; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham saved UDP policy EQ45; London Borough Tower Hamlets Submission Draft Development Management DPD policy Dev DM9 and London Borough of Tower Hamlets saved UDP policy DEV50.

LCS0.60.

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

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

Reason: To ensure that the construction of the Development minimises its environmental impacts in accordance with London Plan policy 5.18; London Borough of Hackney Core Strategy policy 32; London Borough of Newham Core Strategy policy INF3 and London Borough of Tower Hamlets Core Strategy policy SP05.

LCS0.61. The Development shall not be Commenced until a zonal construction waste management plan (CWMP) which shall be in accordance with the Site Wide construction waste management plan (as approved pursuant to Condition LCS0.60) has been submitted to and approved by the Local Planning Authority.

Reason: To ensure that the construction of the Development minimises its environmental impacts in accordance with London Plan policy 5.18; London Borough of Hackney Core Strategy policy 32; London Borough of Newham Core Strategy policy INF3 and London Borough of Tower Hamlets Core Strategy policy SP05.

LCS0.62. The Development (including any Remediation Works) shall be undertaken in accordance with the following documents approved pursuant to the aforementioned Conditions (as updated from time to time):

- Site Wide code of construction practice
- relevant zonal code of construction practice
- environmental management plans, topical environmental management plans, project environmental management plans, water management plans, ecology management plans and pollution incident control plans referred to in the Site Wide code of construction practice and/or relevant zonal code of construction practice
- Site Wide and zonal construction transport management plan
- Site Wide and zonal construction waste management plan

Reason: To ensure that all elements of the code of construction practice are properly applied in accordance with London Plan policies 5.18, 7.14, 7.15; London Borough of Hackney Core Strategy policy 32; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham Core Strategy INF3; London Borough of Newham saved UDP policy EQ45; London Borough of Tower Hamlets Core Strategy policy SP05; London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9 and London Borough of Tower Hamlets saved UDP policy DEV 50.

Hours of work

LCS0.63. There shall be no demolition or construction work outside the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 on Saturdays nor at any time on Sundays or on Bank or Public Holidays without the prior written approval of the Local Planning Authority. Construction work audible at the façade of any noise sensitive premises may only take place outside these permitted hours of work where these works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To protect the amenities and environment of residents and other sensitive receptors in accordance with London Plan policy 7.15; London Borough of Hackney saved UDP policy EQ40; London Borough

of Newham saved UDP policy EQ45 and London Borough of Tower Hamlets saved UDP policy DEV50.

Approval of On Site Construction Facilities

LCS0.64. Before any of the following construction facilities is installed, or bought into use on the Site, details of the siting and dimensions of that construction facility shall be submitted to and approved by the Local Planning Authority:

- prefabricated buildings greater than two storeys or a footprint of 200sqm within 100m of the boundary of the Site;
- concrete batching plant;
- temporary loading and unloading points at the waterside;
- waste sorting and despatch facilities; and
- parking areas for more than ten contractors' plant or vehicles within 100m of the Site boundary.

Reason: To protect the amenities and environment of residents and other sensitive receptors in accordance with London Plan policies 7.14 and 7.15; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham saved UDP policy EQ45; London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9 and London Borough of Tower Hamlets saved UDP policy DEV 50.

LCS0.65. If, following approval, any of the facilities needs to be moved, the Local Planning Authority shall be given 14 days notice of any intended move. Unless the Local Planning Authority gives notice to the contrary within that period, the move can take place.

Reason: To protect the amenities of local residents and others in accordance with London Plan policies 7.14 and 7.15; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham saved UDP policy EQ45; London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9 and London Borough of Tower Hamlets saved UDP policy DEV 50.

Inspection of construction work

LCS0.66. The Development shall not be Commenced until a scheme for the inspection and monitoring of the quality of construction work has been submitted to and approved by the Local Planning Authority. All construction work shall be monitored and inspected in accordance with the approved scheme.

Reason: To ensure that a high quality of construction and detailing is achieved to secure a high quality built environment in accordance with London Plan policy 7.5; London Borough of Hackney Core Strategy policy 24; London Borough of Newham Core Strategy policy SP3 and London Borough of Tower Hamlets Core Strategy policy SO23.

Fencing

LCS0.67. The Development shall not be Commenced until details of any new or additional perimeter security fencing to be erected, including its location, height, form of construction and the intended length of time it will remain in place, shall be submitted to and approved by the Local Planning Authority. This Condition may be discharged on a Planning Delivery Zone or Development Parcel basis.

Reason: To ensure that the environmental or other impacts of the security fencing are minimised in accordance with London Plan policy 7.5; London Borough of Hackney Core Strategy policy 24; London Borough of Newham Core Strategy SP3 and London Borough of Tower Hamlets Core Strategy SO23.

LCS0.68. The Development shall not be Commenced until details of any new or additional perimeter construction fencing to be erected, including its location, height, form of construction and the intended length of time it will remain in place, shall be submitted to and approved by the Local Planning Authority. This Condition may be discharged on a Planning Delivery Zone or Development Parcel basis.

Reason: To ensure that the environmental or other impacts of the construction fencing are minimised in accordance with London Plan policy 7.5; London Borough of Hackney Core Strategy policy 24; London Borough of Newham Core Strategy SP3 and London Borough of Tower Hamlets Core Strategy SO23.

Highway temporary access

LCS0.69. Before any temporary vehicular access to a highway is brought into use, details of that access shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure highway safety and the amenity of local residents in accordance with London Borough of Hackney Core Strategy policy 6; London Borough of Newham Core Strategy INF2; London Borough of Newham saved UDP policy T14 and London Borough of Tower Hamlets Core Strategy policy SO20.

Construction delivery arrangements

LCS0.70. All deliveries to the Site or removal of materials from the Site shall take place during the hours and in the manner specified in the Site Wide construction transport management plan.

Reason: To protect the amenities and environment of local residents and others in accordance with London Plan policies 7.14 and 7.15; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham saved UDP policy EQ45; London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9 and London Borough of Tower Hamlets saved UDP policy DEV 50.

Construction dust

LCS0.71. The Development shall not be Commenced until a scheme for dust monitoring, assessment and mitigation for all construction activities has been submitted to and approved by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in November 2006 (as may be updated from time to time) and shall include:

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

This Condition may be discharged on a Planning Delivery Zone basis.

Reason: To protect the amenities of local residents and occupiers of other buildings in accordance with London Plan policy 7.14; London Borough of Hackney saved UDP policy EQ42; London Borough of Newham saved UDP policy EQ45 and London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9.

Construction noise and vibration

LCS0.72. The Development shall not be Commenced until a scheme for noise monitoring, assessment and mitigation for all construction plant and processes has been submitted to and approved by the Local Planning Authority. The scheme shall include:

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

This Condition may be discharged on a Planning Delivery Zone basis.

Reason: To protect the amenities of local residents and other sensitive receptors in accordance with London Plan policy 7.15; London Borough of Hackney saved UDP policy EQ40; London Borough of Newham saved UDP policy EQ45 and London Borough of Tower Hamlets saved UDP policy DEV 50.

LCS0.73. Noise levels at any occupied residential property due to 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 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 London Plan policy 7.15; London Borough of Hackney saved UDP policy EQ40; London Borough of Newham saved UDP policy EQ45 and London Borough of Tower Hamlets saved UDP policy DEV 50.

LCS0.74. Noise from construction work shall give rise to noise levels no higher than 65dB LAeq (1 hour) and 70dB LAeq (1 minute) at any educational premises measured at 1m from the façade of the building during school hours in term time, except with the prior written approval of the Local 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 London Plan policy 7.15; London Borough of Hackney saved UDP policy EQ40; London Borough of Newham saved UDP policy EQ45 and London Borough of Tower Hamlets saved UDP policy DEV 50.

LCS0.75. No impact piling shall take place unless it has the prior written approval of the Local Planning Authority and takes place in accordance with the terms of any such approval, or in accordance with a consent issued under s61 of the Control of Pollution Act, 1974.

Reason: To avoid, wherever possible, unnecessary noise from piling operations in accordance with London Plan policy 7.15; London Borough of Hackney saved UDP policy EQ40; London Borough of Newham saved UDP policy EQ45 and London Borough of Tower Hamlets saved UDP policy DEV 50.

LCS0.76. The Development shall not be Commenced until a schedule of premises containing people or equipment potentially sensitive to disturbance from vibration or any buildings potentially at risk of damage from vibration (in each case caused by construction operations on the Site) has been submitted to and approved by the Local Planning Authority. This shall be accompanied by proposals for monitoring vibration levels, where necessary, ensuring that, as far as practicable, vibration levels do not exceed the thresholds set out in the approved Code of Construction Practice and that appropriate mitigation or remedial measures are to be employed. This Condition may be discharged on a Planning Delivery Zone basis.

Reason: To ensure that best practicable means are used to avoid damage or nuisance from vibration during construction in accordance with London Plan policy 7.15; London Borough of Hackney saved UDP policy EQ40; London Borough of Newham saved UDP policy EQ45 and London Borough of Tower Hamlets saved UDP policy DEV 50.

Demolition and Site waste management strategies

LCS0.77. The Development shall not be Commenced until a Site Wide demolition and Site waste management strategy has been submitted to and approved by the Local Planning Authority. The Site Wide demolition and Site waste management strategy shall be in accordance with the Site Wide code of construction practice and prepared in consultation with the Environment Agency and shall be substantially in accordance with site waste management planning policies current at the date of its submission. It shall contain as a minimum the following information:

- waste minimisation and recycling targets;
- waste forecast from the demolition activities and from the proposed buildings and infrastructure works;
- waste management options, waste minimisation opportunities and design for materials resource efficiency;
- a statement of compliance with government regulations for site waste management current at the date of submission and a statement of substantial compliance with planning policies current at the date of submission (including London Plan and the Minerals and Waste Development Framework and Code for Sustainable Homes);
- opportunities to eliminate, reduce, reuse, recycle and recover materials;
- waste minimisation opportunities through design (design out waste), construction and lean operations;
- control processes and mitigation procedures for storing waste and transporting it off the Site;
- a site waste management plan (SWMP) with the ability to update the SWMP;
- details of the provision of facilities for On Site treatment of contaminated soils and stockpiling of material for use in later phases of the Development;
- details of facilities for On Site storage of construction and demolition wastes pending re-use, recycling or collection for management Off Site;
- a statement as to how all demolition work will be carried out substantially in accordance with the ICE Demolition Protocol, and the GLA/London Council's guidance on 'The Control of Dust and Emissions for Construction and Demolition' 2006; and
- a statement as to how assessments of the recycled content (by value) will be undertaken.

Reason: To minimise waste generated by the construction of the Development and ensure that high standards of sustainability are achieved in accordance with London Plan policies 5.18 and 5.20; London Borough of Hackney Core Strategy policy 32; London Borough of Newham Core Strategy policy INF3 and London Borough of Tower Hamlets Core Strategy policy SP05.

LCS0.78. No Development shall be Commenced in any PDZ until a zonal demolition and waste management strategy for that PDZ has been submitted to and approved by the Local Planning Authority. Each zonal demolition and waste management strategy shall be:

- in accordance with the Site Wide demolition and Site waste management strategy approved pursuant to Condition LCS0.77;
- in accordance with the code of construction practice;
- prepared in consultation with the Environment Agency; and
- substantially in accordance with site waste management planning policies current at the date of its submission.

Reason: To minimise waste generated by the construction of the Development and ensure that high standards of sustainability are achieved in accordance with London Plan policies 5.18 and 5.20; London Borough of Hackney Core Strategy policy 32; London Borough of Newham Core Strategy policy INF3 and London Borough of Tower Hamlets Core Strategy policy SP05.

LCS0.79. All works of demolition and construction shall be carried out in accordance with the Site Wide demolition and Site waste management Strategy and the relevant zonal demolition and site waste management strategy or strategies.

Reason: To minimise waste generated by the construction of the Development and ensure that high standards of sustainability are achieved in accordance with London Plan policies 5.18 and 5.20; London Borough of Hackney Core Strategy policy 32; London Borough of Newham Core Strategy policy INF3 and London Borough of Tower Hamlets Core Strategy policy SP05.

LCS0.80. No Development shall be Commenced until the applicant has become a signatory to WRAP's Halving Waste to Landfill declaration and has provided satisfactory evidence of the same to the Local Planning Authority.

Reason: To minimise waste generated by the construction of the Development and ensure that high standards of sustainability are achieved in accordance with London Plan policies 5.18 and 5.20; London Borough of Hackney Core Strategy policy 32; London Borough of Newham Core Strategy policy INF3 and London Borough of Tower Hamlets Core Strategy policy SP05.

Sustainable waste

LCS0.81. The construction of the Development shall achieve a 95% reduction in total construction, demolition and excavation waste sent to landfill by way of re-use, recycling and recovery and shall achieve zero construction, demolition and excavation waste to landfill by 2020.

Reason: To minimise waste generated by the construction of the Development and ensure that high standards of sustainability are achieved in accordance with London Plan policies 5.18 and 5.20;

London Borough of Hackney Core Strategy policy 32; London Borough of Newham Core Strategy policy INF3 and London Borough of Tower Hamlets Core Strategy policy SP05.

- LCS0.82. Not less than 90% of waste, by weight, arising from demolition works as part of the Development shall be re-used or recycled.

Reason: To minimise waste generated by the construction of the Development and ensure that high standards of sustainability are achieved in accordance with London Plan policies 5.18 and 5.20; London Borough of Hackney Core Strategy policy 32; London Borough of Newham Core Strategy policy INF3 and London Borough of Tower Hamlets Core Strategy policy SP05.

Sustainable materials

- LCS0.83. Not less than 20% of construction materials, by value, used in the Development shall be from a re-used, recycled source or certified/accredited sustainable source.

Reason: To ensure that high standards of sustainability are achieved in accordance with London Plan policy 5.3; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC1 and London Borough of Tower Hamlets Core Strategy policy SO3.

- LCS0.84. Not less than 25% of aggregate, by weight, used in the permanent works forming part of the Development shall be from a recycled source.

Reason: To ensure that high standards of sustainability are achieved in accordance with London Plan policies 5.3 and 5.20; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC1 and London Borough of Tower Hamlets Core Strategy policy SO3.

Construction movements by water

- LCS0.85. There shall be at least one identified Temporary Wharf Facility within the Site at all times during the construction of the Development which shall be made available for use in the transportation of construction materials to the Site and construction waste from the Site at a location which is in accordance with the locations approved as part of the Site Wide CTMP pursuant to Condition LCS0.58. Following approval of the locations for the Temporary Wharf Facility pursuant to LCS0.54, the LPA shall be notified in advance of its operation which of the approved locations is to be used for the Temporary Wharf Facility and subsequently where any relocation to another approved location is proposed.

Reason: To minimise construction vehicle trips and to ensure that high standards of sustainability are achieved in accordance with London Plan policies 6.14 and 7.26; London Borough of Hackney Core Strategy policy 6; London Borough of Newham Core Strategy INF7 and London Borough of Tower Hamlets Core Strategy SP08.

Removal of buildings and equipment on completion

- LCS0.86. All plant, temporary buildings, temporary bridges, fencing and other construction equipment shall be removed from each Development Parcel:
- within 3 months of Completion of the Development in the Development Parcel; or
 - if there has been no construction activity related to the Development in the Development Parcel for a period of 9 months, at the end of such period

unless otherwise agreed by the Local Planning Authority.

Reason: To avoid unnecessary visual or other environmental impacts in accordance with London Plan policy 7.5; London Borough of Hackney Core Strategy policy 24; London Borough of Newham Core Strategy policy SP3 and London Borough of Tower Hamlets Core Strategy policy SO23.

AIR QUALITY

- LCS0.87. A construction air quality assessment shall be submitted to the Local Planning Authority for approval as part of each Zonal Masterplan submission and each Sub Zonal Masterplan submission and to the extent such assessment identifies new or different significant environmental effects during construction in comparison with the construction air quality assessment undertaken as part of the Environmental Statement there shall also be submitted for approval as part of the relevant Zonal Masterplan submission and relevant Sub Zonal Masterplan submission details of any proposed additional mitigation measures. The construction air quality assessments and proposed mitigation measures to be undertaken for each PDZ and SPDZ pursuant to this Condition shall be substantially in accordance with policy, guidance and standards prevailing at the time of assessment, having regard to any proposed policy, guidance and standard alterations at the time of assessment. The Development shall be carried out in accordance with any approved additional mitigation measures.

Reason: To safeguard the amenities of existing residents adjoining the Site and the amenities of the residents of the early phases of the Development in accordance with London Plan policy 7.14; London Borough of Hackney saved UDP policy EQ42; London Borough of Newham saved UDP policy EQ45 and London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9.

SURFACE WATER

Surface Water Drainage Details

- LCS0.88. No Development shall be Commenced in any PDZ until a surface water drainage and sewer flooding scheme based on sustainable drainage

principles and an assessment of the hydrological and hydrogeological context of the Development in that PDZ, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include as a minimum:

- details of critical storm events that exceed the capacity of the proposed drainage system, in particular 1 in 100 (1%) plus an allowance for climate change at a 30% sensitivity test level;
- details of sustainable drainage (SUDS) techniques, including in car parking areas;
- measures to ensure that any storm water flows are properly attenuated where required before discharge into any public sewer or watercourse;
- measures to ensure that no untreated foul water discharges into watercourses;
- provision of trapped gullies and oil interceptors; and
- details of a maintenance programme

The surface and foul water drainage relevant to each Development Parcel shall subsequently be implemented in accordance with the approved scheme before the Completion of Development in each Development Parcel and thereafter maintained.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and to improve habitat and amenity in accordance with London Plan policy 5.13 in accordance with policies 5.12 and 5.13 of the London Plan, policy 31 of the London Borough of Hackney Core Strategy, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policy CS18 of the London Borough of Newham UDP, and policies SO3, SO13 and SP04 in the London Borough of Tower Hamlets Core Strategy.

LCS0.89. No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the Site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The Development shall be carried out in accordance with the details set out in any such express written consent.

Reason: To protect controlled waters from contamination in accordance with policies 5.13 and 5.21 of the London Plan, policy EQ43 of the London Borough of Hackney UDP, policy EQ49 of the London Borough of Newham UDP, and policy DEV51 of the London Borough of Tower Hamlets UDP.

ARCHAEOLOGY

LCS0.90. The Development shall not be Commenced until a programme of archaeological investigation and work has been submitted to and approved by the Local Planning Authority. The programme of archaeological work shall include:

- a written scheme of investigation for any undisturbed areas of the Site, not previously investigated during the archaeological investigations pursuant to the Olympic Consents, but which are to be disturbed as part of the Development has been submitted to and approved by the Local Planning Authority for approval. An undisturbed area shall include any area where the depth of excavation or foundations is greater than that assumed within the written scheme of investigations previously approved pursuant to the Olympic Consents.
- a watching brief for previously disturbed areas of the Site;
- a written scheme of investigation for PDZs 1, 5 and 8;
- measures to be taken if significant archaeological finds are discovered.

The Development shall only take place in accordance with the detailed scheme pursuant to this Condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

This Condition may be discharged on a Planning Delivery Zone basis or, if agreed in writing with the Local Planning Authority, on Development Parcel basis.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development is in compliance with London Plan policy 7.8 (Heritage assets and archaeology), LB Newham saved UDP policy EQ43 (Archaeology), LB Tower Hamlets saved UDP policy DEV 43 (Protection of Archaeological Heritage) and LB Hackney policy 25 (Historic Environment).

CONTAMINATED LAND AND REMEDIATION

Discharge of Remediation Conditions Protocol

- LCS0.91. The discharge of all site remediation Conditions shall be undertaken in accordance with the Discharge of Remediation Conditions Protocol.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Validation of Olympic Consents Remediation Works

- LCS0.92. The Development within each relevant PDZ, or other such area as agreed in writing by the Local Planning Authority, shall not be Commenced unless and until:
- validation of the remediation works as required by Conditions SP.0.32 to SP.0.36 of planning permission 07/90011/FUMODA and OD.0.36 to OD.0.38 and LTD.16 of planning permission

07/90010/OUMODA and 11/90313/VARODA which relate to the whole of the relevant PDZ have been submitted to and approved by the Local Planning Authority;

- the consolidated validation reports for such remediation works for that relevant PDZ have been submitted, validated and approved by the Local Planning Authority; and
- there are no outstanding actions or ongoing requirements under Conditions SP.0.32 to SP.0.36 of planning permission 07/90011/FUMODA and OD.0.36 to OD.0.38 and LTD.16 of planning permission 07/90010/OUMODA and 11/90313/VARODA in the relevant PDZ save for any ongoing monitoring required to enable the full discharge of those conditions.

Reason: To ensure that the remediation works required under the Olympic Consents and which are relevant to the whole of each PDZ are completed before Commencement of the Development within each relevant PDZ in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Global Remediation Strategy

- LCS0.93. The Development shall not be Commenced until a global remediation strategy, which shall be in general accordance with the Draft Global Remediation Strategy, has been submitted to and approved by the Local Planning Authority.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

- LCS0.94. The Development, including all Remediation Works, shall be undertaken in accordance with the approved global remediation strategy.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Remediation Statement

- LCS0.95. Each application for approval of Reserved Matters shall be accompanied by a remediation statement and no Development shall be commenced pursuant to the Reserved Matters approval until the remediation statement has been approved by the Local Planning Authority. The remediation statement shall relate to the whole of the Planning Delivery Zone in which the site of the Reserved Matters application is located (or such other area as may be agreed with the Local Planning Authority in

writing). The remediation statement shall include as a minimum the following:

- consideration of the consolidated validation reports for the Olympic Consents within the relevant Planning Delivery Zone (or such other area as may have agreed with the Local Planning Authority);
- consideration and confirmation of the measures and controls needed to maintain the integrity of the remediation works undertaken under the Olympic Consents within the relevant Planning Delivery Zone (or such other area as may have been agreed with the Local Planning Authority);
- an assessment of the Global Conceptual Site Model against the land uses proposed in the Reserved Matters application based on the validation checklist set out in Annexure 5 which should be read in conjunction with the approved global remediation strategy;
- the use of a technical methodology and analytical model which are in accordance with the statutory requirements, UK guidance and best practice current at the time of the Reserved Matters application.

Reason: To ensure that the Site is remediated to support the Development and that human health and controlled waters are safeguarded in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Remediation Protection Method Statement

LCS0.96 Where the Global Conceptual Site Model is validated by the remediation statement submitted for approval pursuant to Condition LCS0.95 a remediation protection method statement ("RPMS") for the relevant PDZ (or such other area as may be agreed with the Local Planning Authority in writing) shall be submitted to the Local Planning Authority for approval and no Development shall be Commenced pursuant to the Reserved Matters approval until the RPMS is approved. The Remediation Works identified in the RPMS shall be carried out, completed and validated in accordance with the approved RPMS. Each RPMS shall contain as a minimum:

- an outline of general work methodology, including details of proposed plant and equipment to be used;
- measures and controls to protect the integrity of existing remediation works carried out under the Olympic Consents including in particular the Protection Layer in accordance with statutory requirements, UK guidance and best practice current at the time of submission;
- the location of the proposed operations;
- a programme for implementing the proposed Remediation Works and operations;
- general health and safety and environmental controls;
- details of any required environmental authorisations; and
- details of how the Remediation Works will be validated.

Reason: To ensure that the Site is remediated to support the Development and that human health and controlled waters are safeguarded in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

LCS0.97. Where the Global Conceptual Site Model is not validated by the remediation statement submitted for approval pursuant to Condition LCS0.95, no Development shall be Commenced pursuant to the Reserved Matters approval unless and until:

- a site specific remediation strategy has been submitted to and approved by the Local Planning Authority pursuant to Condition LCS0.98; and
- a remediation method statement has been submitted to and approved by the Local Planning Authority pursuant to Condition LCS0.99

and the Remediation Works identified in the approved site specific remediation strategy and remediation method statement shall be carried out, completed and validated in accordance with the methodology and programme contained within those approved documents.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Site Specific Remediation Strategy

LCS0.98. Where the Global Conceptual Site Model is not validated by a remediation statement submitted for approval pursuant to Condition LCS0.95, a site specific remediation strategy ("SSRS") for the relevant Planning Delivery Zone (or such other area as may be agreed with the Local Planning Authority in writing) shall be submitted to the Local Planning Authority for approval. Each SSRS shall contain as a minimum:

- details of the precise location of the Remediation Works proposed, including earth movements, earthworks filling, licensing and regulatory liaison, health, safety and environmental controls, controls on the quality of imported materials and any validation requirements;
- a position statement on the available and previously completed site investigation information including all consolidated validation reports, enabling works reports, follow-on projects and validation data (including validation chemical dataset from enabling works and follow-on projects) submitted under the Olympic Consents;

- details as to maintaining the integrity of the Protection Layer and the integrity of other remediation works undertaken under the Olympic Consents;
- a rationale for the further site investigations required, including details of the locations of such investigations, the methodologies, sampling and monitoring proposed;
- the proposed GAC and GWAC to be used in the SSRS;
- an assessment of data against GAC and GWAC and if potential, and previously unidentified, risks are identified then detailed quantitative risk assessment (as identified in the global remediation strategy) is to be undertaken to generate site specific assessment criteria;
- where the Remediation Works are in or are in the vicinity of Planning Delivery Zone 4 any SSRS shall also include details of any effect on the exempt naturally occurring radiological materials which were moved to a disposal cell in this area as part of the Olympic Consents and the controls to be applied in this respect; and
- a programme for implementing the Remediation Works.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Remediation Method Statement

LCS0.99. Where the Global Conceptual Site Model is not validated by a remediation statement submitted for approval pursuant to Condition LCS0.95, a remediation method statement ("RMS") for the relevant Planning Delivery Zone (or such other area as may be agreed with the Local Planning Authority in writing) shall be submitted to the Local Planning Authority for approval. Each remediation method statement shall contain as a minimum:

- a remediation options appraisal;
- details of remedial techniques to be employed (including if required any soil treatment/process centres and an appropriate marker layer) in accordance with statutory requirements, UK guidance and best practice current at the date of submission;
- the locations where those techniques will be used;
- the type and areas of contaminated material to be remediated;
- plant and equipment to be used;
- emissions and control measures and any required environmental authorisations;
- a programme for implementing the Remediation Works; and
- details of how the Remediation Works will be validated (e.g. sampling frequencies, chemical testing suites and the generic assessment criteria and site specific assessment criteria to be used to validate the works)

Reason: To ensure that the Site is remediated to support the Development and that human health and controlled waters are safeguarded in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Remediation Works

LCS0.100. Unless otherwise agreed in writing with the Local Planning Authority, monthly progress reports shall be submitted to the Local Planning Authority during the Remediation Works.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

LCS0.101. Within 12 weeks of the Remediation Works set out in the approved RPMS, SSRS and RMS commencing within the relevant Planning Delivery Zone (or such other area as may be agreed in advance with the Local Planning Authority in writing), any additional site investigations undertaken during the Remediation Works are to be reported as an addendum to the relevant RPMS, SSRS or RMS which shall be submitted to the Local Planning Authority for approval.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Remediation validation and protection

LCS0.102. Validation of the Remediation Works to show they have been undertaken in accordance with the approved RPMS, SSRS and RMS for the purposes of human health protection and for the protection of controlled waters shall be undertaken on completion of the relevant Remediation Works and a Validation Report shall be submitted within two months of completion of the relevant Remediation Works to the Local Planning Authority and other stakeholders notified by the Local Planning Authority for approval by the Local Planning Authority. When all Remediation Works necessary for the protection of controlled waters and for the protection of human health are completed within a Planning Delivery Zone, a consolidated Validation Report drawing together the Planning Delivery Zone validations shall be submitted to the Local Planning Authority. This consolidated Validation Report shall include detailed topographic mapping of the as-built ground levels.

Reason: To ensure that all Remediation Works are properly validated and recorded in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of

Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

LCS0.103. Approved post-remediation monitoring and maintenance of the remediated land shall continue, as set out in the Validation Reports, until such dates or events as are approved by the Local Planning Authority.

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Foundation details

LCS0.104. Before the construction of each building or other structure requiring foundations or the installation of any technology which may require piling is commenced, details of the foundations and piling and a piling risk assessment, which shall include as a minimum:

- a method statement for any piling;
- the means by which previously installed remediation measures, including in particular and without limitation the Protection Layer, are to be safeguarded (and in particular where relevant the exempt naturally occurring radiological materials located in or in the vicinity of Planning Delivery Zone 4) and the integrity maintained;
- a gas/vapour assessment to identify any measures necessary to prevent ingress of gaseous contaminants into that building or structure or the contamination of controlled waters; and
- demonstration that there is no resultant unacceptable risk to groundwater or increase in the risk of near-surface pollutants migrating into deeper geological formations and aquifers

shall be submitted to and approved by the Local Planning Authority. The approved details shall thereafter be implemented during the construction of the Development (or relevant part thereof).

Reason: To avoid risk to human health or contamination of controlled waters in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Unexpected contamination

LCS0.105. If at any time during the construction of the Development and/or the Remediation Works, including demolition, re-profiling, removal of structures, breaking up of roads and hard standing and utilities drainage, contamination is encountered in a Planning Delivery Zone (including any contaminants of concern not previously identified) which was not previously identified or treated in the course of site investigation or has been brought to the surface by construction activity or is wholly or partly derived from a different source or is of a different type to that

identified, no further development in that Planning Delivery Zone shall take place (except to the extent that it has been agreed with the Local Planning Authority in writing that specified works would not further disturb that contamination) until a Remediation Change Note (which shall be an amendment to the relevant SSRS) and/or a revised RPMS or a revised RMS, containing an assessment of that contamination and a scheme and timetable to contain, treat or remove it, has been submitted to and approved by the Local Planning Authority and any necessary remediation has been carried out. A Remediation Change Note and/or revised RPMS, revised SSRS or revised RMS shall be submitted to the Local Planning Authority within 7 days of any unexpected contamination being encountered.

Reason: To ensure that any contamination discovered during construction is properly remediated and to ensure the protection of human health and avoidance of pollution of controlled waters in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Quality of imported fill

- LCS0.106. No soils or infill materials (including silt dredged from watercourses), shall be imported onto the Site or from one Planning Delivery Zone or Development Parcel to another until it has been satisfactorily demonstrated to the Local Planning Authority that they present no risk to human health, planting and the environment. Material import requirements including control levels and validation details are to be included within each RPMS, SSRS and RMS. Documentary evidence to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results, shall be submitted to and approved by the Local Planning Authority prior to that import. The import onto the Site or from one Planning Delivery Zone or Development Parcel to another of material classified as 'waste' is only acceptable with the prior approval of the Local Planning Authority and subject always to the obtaining of any required permits in accordance with environmental permitting regulations current at the time, including the duty of care and any transportation requirements by an appropriately registered carrier.

Reason: To ensure that no contaminated material is brought onto the Site in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Treatment Centres

- LCS0.107. A specific treatment remediation method statement ("STRMS") shall be prepared for each soil treatment process that is to be operated on the Site, including any central treatment centre, and the STRMS shall be submitted to and approved by the Local Planning Authority prior to the commencement of operation of the relevant soil treatment process.

Reason: To avoid risk to human health or contamination of controlled waters in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

Annual reporting

- LCS0.108. A report detailing all the consolidated Validation Reports issued at that date and including a plan of the Site showing the status and progress of the Remediation Works shall be submitted to the Local Planning Authority on each anniversary of the Commencement of Development until Completion of the Development.

Reason: To ensure the Local Planning Authority has sufficient information to ensure adequate compliance with the terms of the permission in accordance with London Plan policy 5.21; London Borough of Hackney saved UDP policy EQ43; London Borough of Newham saved UDP policy EQ49 and London Borough of Tower Hamlets saved UDP policy 51.

SUSTAINABILITY, ENERGY AND CLIMATE CHANGE

Sustainability - Residential

- LCS0.109. All dwellings shall achieve at least Level 4 of the Code for Sustainable Homes with a minimum overall credit level score of 75 for each dwelling and the minimum number of credits to be achieved in respect of each category of the Code for Sustainable Homes shall be as set out in the table below:

No	CfSH category	Minimum number of credits to be achieved
1	Energy	22
2	Water	3
3	Materials	15
4	Surface Water Run Off	1
5	Waste	7
6	Pollution	1
7	Health and wellbeing	6
8	Management	9
9	Ecology	5
Total		69
Credits to be achieved flexibly across the CfSH categories		6
Minimum total number of credits required		75

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2 and 5.3; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy SC1 and London Borough of Tower Hamlets Core Strategy policy SO3.

LCS0.110. No Residential Unit shall be Occupied until a final Code Certificate has been issued for it certifying that at least Code Level 4 (with the minimum credit levels set out in Condition LCS0.109) has been achieved. In the event that the Code for Sustainable Homes scheme is abolished or replaced, the following requirements shall apply:

- (a) the aforementioned Code Level 4 certificate shall be required in respect of any Residential Unit for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement, and such certificate shall be required prior to the Occupation of any such Residential Unit;
- (b) the aforementioned Code Level 4 certificate shall continue to be required in respect of any Residential Unit for which Reserved Matters are lodged in the period:
 - (i) commencing with the date of such abolition or replacement; and
 - (ii) ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing and certifying that the sustainability performance of Residential Units is at least equivalent to Code Level 4 (with the minimum credit levels set out in Condition LCS0.109) (for the purposes of this Condition only, the "Alternative Certification"),

and such Code Level 4 certificate shall be required prior to the Occupation of any such Residential Unit,

- (c) a certificate in the form identified as part of the Alternative Certification shall be required in respect of any Residential Unit for which Reserved Matters are lodged following the Approval Date, and such certificate shall be required prior to the Occupation of any such Residential Unit (and the requirement for a Code Level 4 certificate shall not apply to such Residential Unit).

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2 and 5.3; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy SC1 and London Borough of Tower Hamlets Core Strategy policy SO3.

LCS0.111. All dwellings shall incorporate water efficient fixtures and fittings to reduce potable water use to 105 litres or less per person per day.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.3 and 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC1; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

LCS0.112. No more than 450 dwellings in PDZ6 shall be Occupied until a minimum of 25 houses have been constructed in PDZ6 which meet the following sustainability criteria:

- potable water use at 80 litres or less per person per day; and
- designed to achieve zero Regulated Emissions through the use of On Plot measures only (meaning measures specific to those 25 dwellings)

and a report has been submitted to and approved by the Local Planning Authority detailing how those sustainability criteria have been achieved.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.2, 5.3, 5.8 and 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1, SC2; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

LCS0.113. All Residential Units shall be built to meet as a minimum the Fabric Energy Efficiency Standards (FEES) for domestic dwellings set out in the Code for Sustainable Homes Technical Guide November 2010 (specified as mandatory for Levels 5 and 6) as if those standards were adopted into policy at the date of this permission. Following the adoption of those standards into policy residential buildings shall be built to meet as a minimum such standards as shall apply at the time of such construction. In the event that the FEES scheme is abolished or replaced the following requirements shall apply:

(a) the aforementioned standards shall be required in respect of any Residential Unit for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement;

(b) the aforementioned standards shall continue to be required in respect of any Residential Unit for which Reserved Matters are lodged in the period:

(i) commencing with the date of such abolition or replacement; and

(ii) ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing that the fabric efficiency performance of Residential Units is at least equivalent to the aforementioned standards (for the purposes of this Condition only, the "Alternative Certification");

(c) the standards identified as part of the Alternative Certification shall be required in respect of any Residential Unit for which Reserved Matters are lodged following the Approval Date, and FEES shall no longer apply to such Residential Units.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2 and 5.3; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2 and London Borough of Tower Hamlets Core Strategy policy SO3.

Sustainability – Non-Residential

- LCS0.114. Prior to Commencement of construction of any building (or part of building) to be provided as part of the Development for hotel, education, health and/or nursery uses, evidence shall be submitted to the Local Planning Authority that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the building (or part of building) can achieve at least an “excellent” final BREEAM rating.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

- LCS0.115. No building (or part of building) provided as part of the Development for hotel, education, health and/or nursery uses shall be Occupied until a final certificate has been issued certifying that BREEAM rating “excellent” or better has been achieved for the relevant building (or part of building).

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

- LCS0.116. Prior to Commencement of construction of any building (or part of building) to be provided as part of the Development for community or cultural uses within Use Class D1 (other than those uses specified in Condition LCS0.114), leisure uses with Use Class D2, business and employment uses within Use Class B1 and/or SNT Space, evidence shall be submitted to the Local Planning Authority that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the building (or part of building) can achieve at least an “excellent” final BREEAM rating.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2; London

Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

LCS0.117. No building (or part of building) provided as part of the Development for community or cultural uses within Use Class D1 (other than those uses specified in Condition LCS0.115), leisure uses with Use Class D2, business and employment uses within Use Class B1 and/or SNT Space shall be Occupied until either:

- (a) a final certificate has been issued certifying that BREEAM rating "excellent" or better has been achieved for the relevant building (or part of building); or
- (b)
 - (i) a report has been submitted to and approved by the Local Planning Authority detailing those BREEAM "excellent" credits that have been achieved and a justification as to why it has not been possible to achieve full BREEAM "excellent" certification; and
 - (ii) a final certificate has been issued certifying that BREEAM rating "very good" or better has been achieved for the relevant building

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

LCS0.118. Prior to Commencement of construction of any building (or part of building) within Use Class A1-A5 either:

- (a) evidence shall be submitted to the Local Planning Authority that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the building (or part of building) can achieve at least an "excellent" final BREEAM rating; or
- (b)
 - (i) a report shall be submitted to and approved by the Local Planning Authority detailing those BREEAM "excellent" credits that can be achieved and a justification as to why it is not possible to achieve full BREEAM "excellent" rating; and
 - (ii) evidence shall be submitted to the Local Planning Authority that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the building (or part of building) can achieve at least an "very good" final BREEAM rating

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and

5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

LCS0.119. No building (or part of building) within Use Class A1-A5 shall be Occupied until either:

- (a) a final certificate has been issued certifying that BREEAM rating "excellent" or better has been achieved for the relevant building (or part of building); or
- (b)
 - (i) a report has been submitted to and approved by the Local Planning Authority detailing those BREEAM "excellent" credits that have been achieved and a justification as to why it has not been possible to achieve full BREEAM "excellent" certification; and
 - (ii) a final certificate has been issued certifying that BREEAM rating "very good" or better has been achieved for the relevant building (or part of building)

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

LCS0.120. In the event that BREEAM rating system is abolished or replaced, the following requirements shall apply:

- (a) the evidence, reports and certificates required pursuant to Conditions LCS0.114-LCS0.119 shall be required in respect of any building (or part of building) for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement, and such evidence, reports and certificates shall be required prior to the Commencement or Occupation (as applicable) of any such building (or part of building);
- (b) the aforementioned evidence, reports and certificates shall continue to be required in respect of any building (or part of building) for which Reserved Matters are lodged in the period:
 - (i) commencing with the date of such abolition or replacement; and
 - (ii) ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing and certifying that the sustainability performance of buildings is at least equivalent to the minimum requirements set out in Conditions LCS0.114-LCS0.119 (for the purposes of this Condition only, the "Alternative Certification"),

and such evidence, reports and certificates shall be required prior to the Commencement or Occupation (as applicable) of any such building (or part of building);

- (c) evidence, reports and/or certificates in the form identified as part of, and by the triggers outlined in, the Alternative Certification shall be required in respect of any building (or part of building) for which Reserved Matters are lodged following the Approval Date (and the requirement for the evidence, reports and certificates pursuant to Conditions LCS0.114-LCS0.119 shall not apply to such buildings (or part of buildings)).

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

- LCS0.121. All Non-Residential Units shall be fitted with water meters at the time of construction and shall meet as a minimum BREEAM 2011 Credit Wat 2 requirements.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policy 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC1; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

Sustainability review mechanism

- LCS0.122. Each application for the approval of Reserved Matters shall be accompanied by a sustainability policy compliance statement for the approval of the Local Planning Authority, such statement to set out (to the extent relevant to the subject matter of that Reserved Matters application) the extent to which the proposed development is substantially in accordance with Sustainability Planning Policies (as defined in the Section 106 Agreement) current at the date of submission of the relevant Reserved Matters application including without limitation policies relating to energy demand and supply, carbon emissions, waste and materials, water supply and demand and climate resilience.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3, 5.15 and 5.16; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2 and London Borough of Tower Hamlets Core Strategy policy SO3.

Climate change

- LCS0.123. The Development must be designed to ensure adequate adaptive capacity for future climate change using UKCP09 (as updated for time to time) future weather years data based on at least a medium emission

scenario, moderate percentile (50%), for the 2030s rather than current weather data (including overheating analysis). Each application for the approval of Reserved Matters shall be accompanied by a statement for the approval of the Local Planning Authority setting out how this Condition has been complied with including (but not limited to) how the following measures have been considered as part of the design:

- Maximising the design of green and blue spaces to help reduce the effect of the urban heat island and to provide cool, shaded outdoor spaces for public use.
- Water sensitive design including rainwater gardens to reduce the risk of surface water flooding.
- Large canopy deciduous trees along streets and in the public realm to provide shade and evaporative transpiration, with occasional use of evergreens to provide improved shelter from winter wind.
- Inclusion of green roofs, to provide additional evaporative transpiration and reduce heat absorption while offering additional biodiversity benefits.
- The use of green walls and trellises where trees are not suitable.
- Permeable paving and rain gardens, especially on residential streets.
- Where possible promoting narrow plan, double aspect buildings oriented and shaded to minimise overheating.
- Residential units set back from main roads wherever possible, and buffered by street trees to allow windows to be opened.
- The use of lighter coloured materials with increased albedo (reflection coefficient) to reduce heat absorption and its impact on the urban heat island effect. This applies in particular to exterior building materials (e.g. light coloured brick), as well as materials used for pathways and principal areas of hard landscaping.
- Building design, including orientation, ventilation, shading, thermal mass, materials and cooling

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.9, 5.10 and 5.11; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC1 and London Borough of Tower Hamlets Core Strategy policy SO3.

Renewable energy

- LCS0.124. All buildings within the Development shall achieve a 20% reduction in regulated CO2 emissions through the use of On Site renewable energy generation sources, such reduction to be calculated across all buildings Site Wide.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.2 and 5.7; London Borough of Hackney Core Strategy policy 30; London Borough of Newham Core Strategy policies SC1 and SC2 and London Borough of Tower Hamlets Core Strategy policy SO3.

District heating network

LCS0.125. All buildings constructed in PDZs 1, 2, 4, 5, 6 shall be connected to the District Heating Network and no building Permitted within such PDZs shall be Occupied until it has been so connected.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.5 and 5.6; London Borough of Hackney Core Strategy policies 29 and 30; London Borough of Newham Core Strategy policies SC1, SC2 and INF4 and London Borough of Tower Hamlets Core Strategy policy SO3.

LCS0.126. Prior to the submission of any Zonal Masterplan for PDZs 8 and 12 and any Sub Zonal Masterplan for SPDZs 8A and 8B, a feasibility study shall be submitted to and approved in writing by the Local Planning Authority to identify the potential for extending the District Heating Network in time to allow the connection of all buildings to be constructed in PDZs 8 and 12. If the study concludes that the extension of the District Heating Network in time to allow the connection of all buildings to be constructed in PDZs 8 and 12 is not feasible, the study shall incorporate a scheme to be approved in writing by the Local Planning Authority identifying alternative measures (including, without limitation, the feasibility of alternative Site Wide CHP networks) and the delivery programme of such alternative measures to achieve the carbon emission reductions set out in Condition LCS0.132 and such measures shall be assessed using the Off Site Hierarchy.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.5 and 5.6; London Borough of Hackney Core Strategy policies 29 and 30; London Borough of Newham Core Strategy policies SC1, SC2 and INF4 and London Borough of Tower Hamlets Core Strategy policy SO3.

LCS0.127. Where a feasibility study approved pursuant to Condition LCS0.126 confirms that the District Heating Network will be or has been extended to PDZs 8 and/or 12 all buildings constructed in the relevant PDZ shall be connected to the extended District Heating Network and no building Permitted in the relevant PDZ shall be Occupied until it has been so connected.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.5 and 5.6; London Borough of Hackney Core Strategy policies 29 and 30; London Borough of Newham Core Strategy policies SC1, SC2 and INF4 and London Borough of Tower Hamlets Core Strategy policy SO3.

LCS0.128. Where a feasibility study approved pursuant to Condition LCS0.126 confirms that the District Heating Network will not be extended to PDZs 8 and/or 12, the approved scheme of alternative measures to achieve carbon emission reductions set out in Condition LCS0.132 shall be implemented in accordance with the delivery programme approved as part of the scheme of alternative measures.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.5 and 5.6; London Borough of Hackney Core Strategy policies 29 and 30; London Borough of Newham Core Strategy policies SC1, SC2 and INF4 and London Borough of Tower Hamlets Core Strategy policy SO3.

Smart metering and reduction of energy demand

- LCS0.129. All Residential Units and Non-Residential Units constructed as part of the Development shall have installed at the time of construction smart meters (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas and water consumption which shall as a minimum be designed to inform the occupants and owners of each Residential Units and Non-Residential Units (as appropriate) of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.3 and 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

- LCS0.130. Prior to first Occupation of the Development a scheme setting out measures to encourage reduced energy demand by the occupiers and owners of the Development shall be submitted to and approved in writing by the Local Planning Authority. The scheme to be submitted pursuant to this Condition shall consider and include the use of marketing materials, education, distribution of information on energy saving methods, tips and advice, promotion of energy efficient appliances and installation of the same where appliances are to be installed as part of the original construction and fit out of buildings. The scheme shall be implemented during the marketing of the Development.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policy 5.3; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC2 and London Borough of Tower Hamlets Core Strategy policy SO3.

CO2 emission reductions

- LCS0.131. Each application for the approval of Reserved Matters shall be accompanied by an energy statement for the approval of the Local Planning Authority and no Development shall be Commenced pursuant to the relevant Reserved Matters approval until the energy statement has also been approved. Each energy statement shall be substantially in accordance with the planning and wider policy framework in place at the time of submission and shall to the extent relevant to the subject matter

of the Reserved Matters application contain as a minimum the following information:

- the extent to which and how the Development proposed by the Reserved Matters application complies with London Plan CO2 emission reduction targets current at the date of the application through On Plot carbon reduction measures (including Solar PVs), together with supporting demand data and calculations and based on emission factors and calculation methods in place at the time of the application and up to date information as to carbon content of the heat from the District Heat Network
- if the Development does not comply with applicable London Plan CO2 emission reduction target(s) through On Plot carbon reduction measures:
 - an explanation of the On Plot carbon reduction measures that have been considered and a detailed assessment of their technical and commercial feasibility
 - details of the proposed use of Offset Solutions, Locally Adopted Offset Solutions or National Allowable Solutions (as may be applicable at the time of the submission) to meet the shortfall between On Plot carbon compliance measures and the applicable target(s), including the tonnage of residual CO2 emissions to be off set through the use of Offset Solutions, Locally Adopted Offset Solutions or National Allowable Solutions
 - how the application, including any proposed use of Offset Solutions, Locally Adopted Offset Solutions or National Allowable Solutions, has taken into account the Off Site Hierarchy

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.1, and 5.2; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC2 and London Borough of Tower Hamlets Core Strategy policy SO3.

LCS0.132. The Development shall achieve as a minimum the following CO2 emission reduction targets:

- 25% improvement on 2010 Building Regulations in the period to 2013
- 40% improvement on 2010 Building Regulations from 2013
- Zero Carbon for all dwellings from 2016
- Zero Carbon for Non-Residential Units from 2019

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.1, and 5.2; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC2 and London Borough of Tower Hamlets Core Strategy policy SO3.

LCS0.133. Prior to the Commencement of Development a study shall be undertaken in consultation with the GLA, the Host Boroughs and the Zero Carbon Hub to identify potential projects and solutions which may comprise or be included as Offset Solutions. The Development shall not be Commenced until the study has been submitted to and approved in writing by the Local Planning Authority.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.1, and 5.2; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC2 and London Borough of Tower Hamlets Core Strategy policy SO3.

Water statement

LCS0.134. Each application for the approval of Reserved Matters shall be accompanied by a water statement for the approval of the Local Planning Authority and no Development shall be Commenced pursuant to the relevant Reserved Matters approval until the water statement has also been approved. Each water statement shall contain as a minimum the following information in respect of the proposed development which is the subject of the Reserved Matters application:

- whether the development will connect into a non potable water network
- how other measures to reduce potable water use (including but not limited to grey water recycling, rainwater harvesting and local sewage treatment) have been considered in the design of the development
- the anticipated potable water demand of the development

Reason: To secure the maximum practicable reduction in potable water use and ensure that an adequate supply is available in accordance with London Plan policy 5.15; London Borough of Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policy SC1; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

Monitoring during construction

LCS0.135. The following monitoring information in relation to the construction of the Development shall be provided to the Local Planning Authority on not less than an annual basis:

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

The first such monitoring information shall be provided on the first anniversary of Commencement of the Development and on each anniversary thereafter until the Completion of the Development.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with London Plan policies 5.3, 6.14 and 7.14; London Borough of Hackney Core Strategy policy 32; London Borough of Hackney saved UDP policies EQ40 and EQ42; London Borough of Newham Core Strategy policy INF3; London Borough of Newham saved UDP policy EQ45; London Borough of Tower Hamlets Core Strategy policy SO3; London Borough of Tower Hamlets Submission Draft Managing Development DPD policy DM9 and London Borough of Tower Hamlets saved UDP policy DEV50.

Monitoring post occupancy

LCS0.136. Following the first Occupation of the Development the monitoring information in relation to the Development as set out below shall be provided to the Local Planning Authority on not less than an annual basis:

- Electricity, gas and water consumption as a whole and duly anonymised (to include data from the smart meters installed pursuant to Condition LCS0.129 where such data has been made available by the users/electricity suppliers subject to the Developer using reasonable endeavours to obtain such data)
- percentage of energy requirements sourced from On Site renewable energy generation sources
- water use

The first such monitoring information shall be provided on the first anniversary of first Occupation of the Development and on each anniversary thereafter until 5 years from the Completion of Development.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with London Plan policies 5.3 and 5.15; London Borough Hackney Core Strategy policy 29; London Borough of Newham Core Strategy policies SC1 and SC2; London Borough of Tower Hamlets Core Strategy policy SO3 and London Borough of Tower Hamlets saved UDP policy DEV 69.

BIODIVERSITY, HABITAT, OPEN SPACE AND LANDSCAPING

Green Infrastructure Statement

LCS0.137. A green infrastructure statement shall be submitted for written approval to the Local Planning Authority as part of the ZMP for each PDZ and, where applicable, as part of the SZMP for each SPDZ (and in any event prior to commencement of any works to the relevant Publicly Accessible Open Space, the BAP Habitat and Play Spaces) which shall specify:

- the location and quantum of the Publicly Accessible Open Space, the BAP Habitat, Play Spaces and any Green Roof Space within that

PDZ or SPDZ in accordance with the requirements for that PDZ as set out in conditions LCS0.144, LCS0.147, LCS0.149 and LCS0.152;

- the type of BAP Habitats to be provided in that PDZ or SPDZ including whether any Green Roof Spaces are to be provided as part of the BAP Habitat in that PDZ or SPDZ and if Green Roof Spaces are to be provided, the details required under Condition LCS0.151; and
- the timescale for delivery of the Publicly Accessible Open Space, the BAP Habitat, Play Space and Green Roof Space in that PDZ or SPDZ by reference to the delivery of the Development Parcel within which such Publicly Accessible Open Space, the BAP Habitat, Play Space and Green Roof Space are located. The Publicly Accessible Open Space, the BAP Habitat and Play Space shall in any event be provided and available for public use no later than the timescales set out in Conditions LCS0.144, LCS0.147, LCS0.153, LCS0.154, LCS0.155 and LCS0.156.
- how such statement has been prepared in accordance with the details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements approved pursuant to Condition LCS0.160 as part of the Site Wide estate management strategy.

Reason: To ensure that adequate provision is made for Publicly Available Open Space, Play Space and BAP Habitat in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

LCS0.138. No applications for Reserved Matters approval shall be submitted in a PDZ until the green infrastructure statement for that PDZ has been approved by the Local Planning Authority in writing. The development of each PDZ shall be in accordance with the relevant approved green infrastructure statement.

Reason: To ensure that adequate provision is made for Publicly Available Open Space, Play Space and BAP Habitat in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

Landscaping

LCS0.139. No building within any Development Parcel shall be Occupied until the hard and soft landscaping works and planting for that building approved as part of the Reserved Matters approval or approvals for that Development Parcel have been completed in accordance with the Development Parcel landscape phasing drawing that forms part of the Reserved Matters Specification.

Reason: To ensure adequate landscaping of the Site in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

LCS0.140. Landscaping reserved matters applications for each PDZ shall be accompanied by a detailed planting scheme for each area of Publicly Accessible Open Space, the BAP Habitat (including any Green Roof Space to be provided) and Play Spaces provided as part of that PDZ. The detailed planting scheme for the BAP Habitat shall be in accordance with the BAP typologies identified in the green infrastructure statement submitted pursuant to Condition LCS0.137. The detailed planting scheme for any Green Roof Space shall be in accordance with the Site Wide minimum specification for Green Roof Space approved pursuant to Condition LCS0.149.

Reason: To ensure adequate landscaping of the Site in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

Protection of trees and habitats

LCS0.141. No Development shall be Commenced until a Site Wide plan of existing trees and habitat to be safeguarded (during construction of the Development and during the life of the Development) has been submitted to and approved by the Local Planning Authority. The trees to be retained and existing habitats shown on the approved plan, or any replacement plan approved by the Local Planning Authority, shall be safeguarded during the construction of the Development and during the life of the Development. No safeguarded tree shall be lopped or felled without the prior approval of the Local Planning Authority.

Reason: To ensure that trees and habitats are protected in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney

saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

Replacement of Trees

LCS0.142. Any retained tree or any tree or shrub planted as part of any landscaping provided within the Development that, within a period of five years, is removed, dies or becomes seriously damaged or diseased, shall be replaced in the next planting season with a specimen of an appropriate size and the same species as originally present or planted in the next available planting season, unless otherwise agreed by the Local Planning Authority.

Reason: To ensure that trees and landscaping are properly maintained in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

Biodiversity Habitat

LCS0.143. Not less than 9.2ha of BAP Habitat shall be provided as part of the Development.

Reason: As a contribution towards the provision of 49.1ha of BAP Habitat in the Olympic Park in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

LCS0.144. Not less than 5.75 ha of the BAP Habitat (excluding any Green Roof provision) shall be provided as part of the Publicly Accessible Open Space no later than the provision of such Publicly Accessible Open Space pursuant to Condition LCS0.147 as follows:

PDZ	Minimum BAP provision as part of the Publicly Accessible Open Space	Minimum Total BAP Provision
1	0.28ha	0.78ha
2	0.35ha	0.78ha
4	0.59ha	1.12ha

5	1.09ha	1.76ha
6	3.26ha	3.54ha
8	0.17ha	0.95ha
12	0.01ha	0.37
Total	5.75ha	9.2ha

The remaining 3.45ha of BAP Habitat shall be provided either as Green Roof Space or as part of the Publicly Accessible Open Space. If provided as Green Roof Space, such BAP Habitat shall be provided in accordance with Condition LCS0.151 below and if provided as part of the Publicly Accessible Open Space, shall be provided no later than the provision of such Publicly Accessible Open Space pursuant to Condition LCS0.147.

Reason: As a contribution towards the provision of 49.1ha of BAP Habitat in the Olympic Park in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

LCS0.145. The detailed planting scheme for the BAP Habitat (and Green Roof Space where forming part of the BAP Habitat) shall be in accordance with the BAP typologies identified in the green infrastructure statement submitted and approved pursuant to Condition LCS0.137

Reason: As a contribution towards the provision of 49.1ha of BAP Habitat in the Olympic Park in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

Biodiversity Action Plan

LCS0.146. All BAP Habitat within the Site shall be implemented, monitored, managed and maintained in accordance with the Biodiversity Action Plan.

Reason: To help achieve biodiversity objectives and protect habitats and species in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London

Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12..

Provision of Open Space

LCS0.147. Not less than 9.9ha of Publicly Accessible Open Space shall be delivered as part of the Development, such Publicly Accessible Open Space shall be delivered on the earlier of the triggers set out in the third column of Table 1 or the second column of Table 2:

Table 1

PDZ	Minimum Publicly Accessible Open Space (ha)	To be provided and available for public use:
1	0.1ha	Prior to the Occupation of 50% of all Residential Units within this PDZ
2	0.5ha	Prior to the Occupation of 50% of all Residential Units within this PDZ
4	2ha	1ha prior to the Occupation of 50% of all Residential Units within this PDZ 1ha prior to the Second Primary School being Completed
5	3ha	2ha prior to the Occupation of 50% of all Residential Units within this PDZ 1ha prior to the First Primary School being Completed
6	3ha	Prior to the Occupation of 50% of the Residential Units within this PDZ
8	0.1ha	Prior to the Occupation of 50% of all Residential Units within this PDZ
12	1.2ha	Prior to the Secondary School being Completed

Table 2

Minimum cumulative Publicly Accessible Open Space	To be provided and available for public use prior to
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	Occupation of:
3ha	1000 Residential Units
6ha	3000 Residential Units
9.9ha	6000 Residential Units

Reason: As a contribution towards the provision of a minimum of 110ha of open space (of which no less than 102ha is to be Publicly Accessible Open Space) in the Olympic Park. The contribution of 9.9ha required excludes the 2.5ha already consented through the Olympic Consents in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

- LCS0.148. No part of the Development shall be Occupied until not less than 102 ha of Publicly Accessible Open Space is provided and available for public use within the Olympic Park.

Reason: To ensure adequate open space is provided and publicly available to serve the Development in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

Green Roof Space

- LCS0.149. The Development shall not be Commenced until a Site Wide minimum specification for Green Roof Space has been submitted to and approved by the Local Planning Authority in writing.

Reason: To ensure appropriate provision of BAP Habitat within the Development in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

LCS0.150. The Green Roof Space shall be provided in accordance with the Site Wide minimum specification for Green Roof Space approved under Condition LCS0.149 and as approved by the Local Planning Authority as part of the Reserved Matters application. No building supporting Green Roof Space shall be Occupied prior to provision of the Green Roof Space it is supporting.

Reason: To ensure appropriate provision of BAP Habitat within the Development in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

LCS0.151. In the event Green Roof Space is to be provided as a contribution to the 9.2 ha of BAP Habitat to be provided as part of the Development in addition to the 5.75 ha to be provided as part of the Publicly Accessible Open Space, the relevant green infrastructure statement submitted pursuant to Condition LCS0.137 shall include a statement as to the quantity of Green Roof Space to be provided in that PDZ and any additional management and maintenance obligations required to ensure that such green roofs are and remain BAP Habitat.

Reason: To ensure appropriate provision of BAP Habitat within the Development in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

Provision of Play Space

LCS0.152. Not less than 10,682m² of Play Space including 18 Doorstep Play Spaces, 5 Local Play Spaces, 3 Neighbourhood Play Spaces and 3 Youth Play Spaces shall be provided as part of the Development in accordance with Parameter Plan OPS-PAR-GLB-002 Rev.002 and as follows:

PDZ	Minimum Play Space
1	900m ²
2	1,145m ²
4	1,344m ²
5	2,501m ²
6	1,821m ²

8	1,605m ²
12	1,365m ²
Total	10,682m²

Reason: To ensure that suitable provision is made within the Development for children's play in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6; London Borough of Newham saved UDP policy OS8; London Borough of Hackney Core Strategy policy 26; London Borough of Hackney saved UDP policy OS5; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policies OS9 and OS13.

LCS0.153. Prior to Occupation of no more than 50% of the Residential Units within the relevant Development Parcel, the minimum Doorstep Play Space shall be provided within that Development Parcel as follows (areas shown are a minimum requirement) and in accordance with Parameter Plan OPS-PAR-GLB-002 Rev.002:

PDZ	Development Parcel	Minimum Doorstep Play Space
1	1.1a	200m ²
	1.1b	200m ²
2	2.1	171m ²
4	4.2	196m ²
	4.5	286m ² and 100m ²
5	5.3	223m ²
	5.6	100m ²
	5.7	100m ²
	5.8	100m ²
6	6.1	224m ²
	6.2	100m ²
	6.3	100m ²
8	8.2	187m ²
	8.3.2	191m ²
Total		2,878m²

Flexibility of up to 10% of the amount of Play Space provided for each age range is permitted subject to achieving the PDZ minimum provision

of Play Space set out in Condition LCS0.152 and the written approval of the Local Planning Authority.

Reason: To ensure that suitable and timely provision is made within the Development for doorstep play facilities in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6; London Borough of Newham saved UDP policy OS8; London Borough of Hackney Core Strategy policy 26; London Borough of Hackney saved UDP policy OS5; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policies OS9 and OS13.

LCS0.154. Prior to Occupation of no more than 50% of the Residential Units within the relevant PDZ, the minimum Neighbourhood Play Space shall be provided within that PDZ as follows (areas shown are a minimum requirement) and in accordance with Parameter Plan OPS-PAR-GLB-002 Rev.002:

PDZ	Minimum Neighbourhood Place Space
1	500m ² (76m ² for under 5s, 282m ² for 5-11 years and 142m ² for 12-17 year olds)
2	974m ² (363m ² for under 5s, 401m ² for 5-11 year olds and 210m ² for 12-17 year olds) such minimum provision to be reduced by the amount provided through any approved and implemented permission that may be granted by the Local Planning Authority pursuant to planning application 12/90347/FUMODA in the area known as South Park Hub
6	1,397m ² (803m ² for 5-11 year olds and 594m ² for 12-17 year olds)
Total	2,871m²

Flexibility of up to 10% of the amount of Play Space provided for each age range is permitted subject to achieving the PDZ minimum provision of Play Space set out in Condition LCS0.152 and the written approval of the Local Planning Authority.

Reason: To ensure that suitable and timely provision is made within the Development for neighbourhood play facilities in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6; London Borough of Newham saved UDP policy OS8; London Borough of Hackney Core Strategy policy 26; London Borough of Hackney saved UDP policy OS5; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policies OS9 and OS13.

LCS0.155. Prior to Occupation of no more than 50% of the Residential Units within the relevant PDZ, the minimum Local Play Space shall be provided within that PDZ as follows (areas shown are a minimum requirement) and in accordance with Parameter Plan OPS-PAR-GLB-002 Rev.002:

PDZ	Minimum Local Play Space
4	762m ²
5	828m ²
8	567m ² (159m ² for under 5s and 408m ² for 5-11 year olds) 660m ² (252m ² for under 5s and 408m ² for 5-11 year olds)
12	659m ² (296m ² for under 5s and 363m ² for 5-11 year olds)
Total	2,714m²

Flexibility of up to 10% of the amount of Play Space provided for each age range is permitted subject to achieving the PDZ minimum provision of as set out in Condition LCS0.152 and the written approval of the Local Planning Authority.

Reason: To ensure that suitable and timely provision is made within the Development for local play space facilities in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6; London Borough of Newham saved UDP policy OS8; London Borough of Hackney Core Strategy policy 26; London Borough of Hackney saved UDP policy OS5; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policies OS9 and OS13.

- LCS0.156. Prior to Occupation of no more than 1800 Residential Units, the Youth Play Space immediately adjacent to and to the south of Development Parcel 5.6 (as shown on Plan OPS-PAR-GLB-002 Rev.002) shall be provided to a minimum area of 546m².

Flexibility of up to 10% of the amount of Play Space provided for each age range is permitted subject to achieving the PDZ minimum provision of Play Space as set out in Condition LCS0.152 and the written approval of the Local Planning Authority.

Reason: To ensure that suitable and timely provision is made within the Development for youth play space facilities in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6; London Borough of Newham saved UDP policy OS8; London Borough of Hackney Core Strategy policy 26; London Borough of Hackney saved UDP policy OS5; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policies OS9 and OS13.

- LCS0.157. The Youth Play Space within the Canal Park (as shown on Plan OPS-PAR-GLB-002 Rev.002) shall be delivered to a minimum area of 546m² at the same time as that part of the Canal Park within PDZ5 and in any event prior to Occupation of no more than 4000 Residential Units.

Flexibility of up to 10% of the amount of Play Space provided for each age range is permitted subject to achieving the PDZ minimum provision

of Play Space as set out in Condition LCS0.152 and the written approval of the Local Planning Authority.

Reason: To ensure that suitable and timely provision is made within the Development for youth play space facilities in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6; London Borough of Newham saved UDP policy OS8; London Borough of Hackney Core Strategy policy 26; London Borough of Hackney saved UDP policy OS5; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policies OS9 and OS13.

LCS0.158. The Youth Play Space within PDZ12 (as shown on Plan OPS-PAR-GLB-002 Rev.002) shall be delivered to a minimum area of 707m² as part of and at the same time as the delivery of the Secondary School within PDZ12.

Flexibility of up to 10% of the amount of Play Space provided for each age range is permitted subject to achieving the PDZ minimum provision of Play Space as set out in Condition LCS0.152 and the written approval of the Local Planning Authority.

Reason: To ensure that suitable and timely provision is made within the development for youth play space facilities in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6; London Borough of Newham saved UDP policy OS8; London Borough of Hackney Core Strategy policy 26; London Borough of Hackney saved UDP policy OS5; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policies OS9 and OS13.

LCS0.159. Provision of Doorstep Play Space, Local Play Space, Neighbourhood Play Space and Youth Play Space within the Development shall be implemented substantially in accordance with the design guidance and principles set out in the Mayoral Supplementary Planning Guidance 'Providing for Children and Young People's Play and Informal Recreation' with particular reference to guidance set out at Appendix A, Table B.5 (Playable Space Typologies) and Table B.7 (Design Principles). In the event that this Supplementary Planning Guidance is abolished or replaced, no further applications for approval of Reserved Matters of Doorstep Play Space, Local Play Space, Neighbourhood Play Space and Youth Play Space shall be submitted until approval is obtained in writing from the Local Planning Authority to any replacement equivalent requirement under this Condition.

Reason: To ensure high quality of design of children's play space within the Development in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6; London Borough of Newham saved UDP policy OS8; London Borough of Hackney Core Strategy policy 26; London Borough of Hackney saved UDP policy OS5; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policies OS9 and OS13.

Management and maintenance plan for landscaping, open space and play areas

LCS0.160. No Residential Units shall be Occupied until a Site Wide framework(s) setting out the management and maintenance principles for the Publicly Accessible Open Space, any Green Roof Space to be provided as part of the BAP Habitat and the Play Spaces provided as part of the Development has been submitted to and approved in writing by the Local Planning Authority. Such Site Wide framework(s) shall be prepared in accordance with the details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements approved pursuant to Condition LCS0.163 as part of the Site Wide estate management strategy.

This requirement can be discharged by one or more framework documents and/or incorporation of the required information within the Site Wide estate management strategy.

Reason: To ensure an appropriate management and maintenance regime is in place for the Publicly Accessible Open Space, Green Roof Space and the Play Spaces. The management and maintenance regime for the BAP Habitat will be dealt with through the Biodiversity Action Plan in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

LCS0.161. No Residential Units in a PDZ shall be Occupied until a PDZ specific management and maintenance plan prepared in accordance with the Site Wide framework(s) approved pursuant to Condition LCS0.160 for the Publicly Accessible Open Space, any Green Roof Space to be provided as part of the BAP Habitat and the Play Space provided as part of that PDZ has been submitted to and approved in writing by the Local Planning Authority. The Publicly Accessible Open Space, any Green Roof Space to be provided as part of the BAP Habitat and the Play Space provided as part of each PDZ shall be managed and maintained in accordance with the management and maintenance plan for that PDZ approved pursuant to this Condition.

Reason: To ensure an appropriate management and maintenance regime is in place for the Publicly Accessible Open Space, Green Roof Space and the Play Spaces for each PDZ in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15; London Borough of Hackney Core Strategy policies 26 and 27; London Borough of Hackney saved UDP policy EQ31; London Borough of Tower Hamlets Core Strategy policy SP04 and London Borough of Tower Hamlets saved UDP policy Dev 12.

Protection of River Corridor

LCS0.162. The Development shall not be Commenced in the relevant PDZ until such time as a detailed scheme for the provision and management of an 8m buffer zone (or such other size of buffer zone as may be agreed with the Local Planning Authority in consultation with the Environment Agency) in relation to that PDZ adjacent to the river corridor is submitted to, and agreed in writing by, the Local Planning Authority. Buffer zone schemes shall include:

- plans showing the extent and layout of the buffer zone
- restoration and/or naturalisation of river habitat
- details of the planting scheme within the buffer zone (for example, native species)
- details demonstrating how the buffer zone will be protected during development and managed/maintained over the longer term
- details of any footpaths, fencing and lighting.

This Condition may be discharged on a Planning Delivery Zone basis.

Reason: To ensure the protection of the ecological value of the river corridor in accordance with London Plan policies 2.18, 7.19 and 7.28; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Hackney Core Strategy policies 27 and 28 and London Borough of Tower Hamlets Core Strategy policy SP04.

ESTATE MANAGEMENT

Site Wide Estate Management Strategy

LCS0.163. The Development shall not be Commenced until a Site Wide estate management strategy has been submitted to and approved by the Local Planning Authority in writing. The Site Wide estate management strategy shall incorporate the key principles for the management and maintenance of the Common Areas as set out in Annexure 8.

The Site Wide estate management strategy shall, unless non-material changes are otherwise agreed by the Local Planning Authority, include (but not be limited to) the following details:

- details of how the operational structure options for the future management and maintenance of the Development which shall dovetail with that for the Olympic Park including details of measures to ensure that future contracts and sub-contractual agreements entered into in relation to the management and maintenance of the Common Areas will be in accordance with the Site Wide and zonal estate management strategies;
- details of the proposed funding options for the future management and maintenance of the Common Areas;
- management and maintenance principles for the Common Areas

- details for the establishment and operation of a Park Management Group to ensure appropriate community engagement, including details of measures to ensure liaison, consultation and co-ordination on matters of estate management between interested parties, including the relevant Host Boroughs and occupiers and residents of the Development;
- details of the options for the management and co-ordination of waste collection and recycling on a Site Wide basis; and
- details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this permission including but not limited to the Biodiversity Action Plan, the Green Infrastructure Statement, the framework for management and maintenance of the Publicly Accessible Open Space, Green Roof Space and Play Space, the Delivery and Servicing Strategy, the Interim Uses Statement and the Events Management Co-ordination Framework.

Reason: To ensure the development is adequately managed and maintained in accordance with London Plan policies 7.3 and 7.5; London Borough of Newham Core Strategy policies SP.2, SP.3 and INF3; London Borough of Hackney Core Strategy policies 26, 32 and London Borough of Tower Hamlets Core Strategy policies S010 and SP09.

Zonal Estate Management Strategies

LCS0.164. No Development shall be Occupied in any PDZ until a zonal estate management strategy, which shall be in accordance with the approved Site Wide estate management strategy (including the options therein), has been submitted to and approved by the Local Planning Authority.

The zonal estate management strategy shall, unless non material changes are otherwise agreed by the Local Planning Authority, include as a minimum the following details:

- details of the operational structure for the management of the Common Areas within the relevant PDZ;
- details of the proposed funding for the future management and maintenance of the Common Areas within the relevant PDZ;
- details which demonstrate how the zonal estate management strategy for the relevant PDZ is in accordance with the Site Wide principles for management and maintenance of the Common Areas.
- details of the management and co-ordination of waste collection and recycling within the relevant PDZ; and
- details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this permission including but not limited to the Biodiversity Action Plan, the Green Infrastructure Statement, the framework for management and maintenance of the Publicly Accessible Open Space, Green Roof Space and Play Space, the delivery and servicing strategy, the

Interim Uses Statement and the events management co-ordination framework.

Reason: To ensure the development is adequately managed and maintained in accordance with London Plan policies 7.3 and 7.5; London Borough of Newham Core Strategy policies SP.2, SP.3 and INF3; London Borough of Hackney Core Strategy policies 26, 32 and London Borough of Tower Hamlets Core Strategy policies S010 and SP09.

Compliance with Site Wide and Zonal Estate Management Strategies

LCS0.165. The Development (including all Reserved Matters and other matters submitted for approval pursuant to this permission) shall be carried out in accordance with the approved the Site Wide estate management strategy and the zonal estate management strategies and all Publicly Accessible Open Space, Play Space and unadopted highways shall be managed and maintained in accordance with those strategies.

Reason: To ensure the development is adequately managed and maintained in accordance with London Plan policies 7.3 and 7.5; London Borough of Newham Core Strategy policies SP.2, SP.3 and INF3; London Borough of Hackney Core Strategy policies 26, 32 and London Borough of Tower Hamlets Core Strategy policies S010 and SP09.

Park Management Group

LCS0.166. No Development shall be Occupied until the Park Management Group has been established in accordance with the Site Wide estate management strategy

Reason: To ensure the development is adequately managed and maintained in accordance with London Plan policies 7.3 and 7.5; London Borough of Newham Core Strategy policies SP.2, SP.3 and INF3; London Borough of Hackney Core Strategy policies 26, 32 and London Borough of Tower Hamlets Core Strategy policies S010 and SP09.

HOUSING

Minimum unit size

LCS0.167. Notwithstanding design code 1.4 in the Revised Site Wide Design Codes, the housing units to be provided within the Development shall comply with the following minimum floorspace requirements, save that where units are designed to accommodate more than 6 persons the minimum floorspace figure in the table shall be increased by not less than 10sqm per additional person:

	Dwelling Type (Bedroom/persons)	Minimum GIA (sq m)
Flats	1p	37
	1b2p	50
	2b3p	61

	2b4p	70
	3b4p	74
	3b5p	86
	3b6p	95
	4b5p	90
	4b6p	99
2 storey dwellings	2b4p	83
	2b4p	87
	3b5p	96
	4b5p	100
	4b6p	107
3 storey dwellings	3b5p	102
	4b5p	106
	4b6p	113

Reason: To ensure the Residential Units are of an adequate minimum size in accordance with London Plan policy 3.5, London Borough of Hackney Core Strategy policy 20, London Borough of Newham Core Strategy policy H1 and London Borough of Tower Hamlets Core Strategy policies SP02 and S09.

Minimum private outdoor space

LCS0.168. The housing units to be provided within the Development shall comply with the following minimum private outdoor space requirements:

- 5sqm minimum for 1-2 person dwellings. For larger dwellings, an additional 1sqm for each additional occupant shall be provided.
- The minimum depth and width for all balconies and other private external areas should be 1.5m.
- All townhouses shall have a minimum private outdoor space depth of 8m.

Reason: To ensure the Residential Units have adequate minimum outdoor space in accordance with London Plan policy 3.5, London Borough of Hackney Core Strategy policy 20, London Borough of Newham Core Strategy policy H1 and London Borough of Tower Hamlets Core Strategy policies SP02 and S09.

Ground floor entrance

LCS0.169. Not less than 23% of Family Housing Units shall be provided at ground floor level (save in respect of any upper storeys forming part of the unit) so they have a direct ground floor entrance.

Reason: To ensure adequate ground floor entrances to the Residential Units in accordance with London Plan policy 3.5, London Borough of Hackney Core Strategy policy 20, London Borough of Newham Core Strategy policy H1 and London Borough of Tower Hamlets Core Strategy policies SP02 and S09.

Accessibility

LCS0.170. All housing units shall be designed and constructed to the Lifetime Homes Standard current at the date of the relevant Reserved Matters application for the unit.

Reason: To ensure the Residential Units are Lifetimes Homes compliant in accordance with London Plan policy 3.8, London Borough of Newham Core Strategy policy H1 and London Borough of Tower Hamlets Core Strategy policy SP02.

LCS0.171. Not less than 10% of each of the following types of housing unit shall be designed and constructed as wheelchair adaptable housing: Market Housing Units, Intermediate Units, Social Rented Units and Affordable Rented Units.

Reason: To ensure adequate wheelchair adaptable housing is provided in accordance with London Plan policy 3.8, London Borough of Newham Core Strategy policy H1 and London Borough of Tower Hamlets Core Strategy policy SP02.

PUBLIC ART AND CULTURAL EVENTS

LCS0.172. The Development shall not be Commenced until there has been submitted to and approved in writing by the Local Planning Authority a scheme which shall identify all Existing Public Art and set out:

- how Existing Public Art will be retained, removed and/or relocated as part of the Development; and
- principles for the maintenance, protection and/or temporary relocation of Existing Public Art during the construction of the Development

Reason: To suitably safeguard and make provision for public art retained after the Olympic Games and Paralympic Games.

LCS0.173. The maintenance of the Existing Public Art and its integration as part of the Development will be strictly in accordance with the scheme approved pursuant to Condition LCS0.172.

Reason: To suitably safeguard and make provision for public art retained after the Olympic and Paralympic Games.

EDUCATION

First Primary School provision

LCS0.174. No more than 1,000 Residential Units Permitted to be constructed across the Development shall be Occupied until the obligations set out at paragraphs 1.1 to 1.7 (inclusive) of Schedule 8 to the Section 106 Agreement have been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of a primary school in PDZ5 in accordance with London Plan policies 3.1 and 3.18; London Borough of Hackney Core Strategy policy P9; London Borough of Tower Hamlets Core Strategy policies SP07, SO17 and SO18 and London Borough of Newham Core Strategy policy INF9.

Second Primary School provision

- LCS0.175. No more than 4,750 Residential Units Permitted to be constructed across the Development shall be Occupied until the obligations set out at paragraphs 2.1 to 2.7 (inclusive) of Schedule 8 to the Section 106 Agreement have been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of a primary school in PDZ4 in accordance with London Plan policies 3.1 and 3.18; London Borough of Hackney Core Strategy policy P9; London Borough of Tower Hamlets Core Strategy policies SP07, SO17 and SO18 and London Borough of Newham Core Strategy policy INF9.

Secondary School provision

- LCS0.176. No more than 2,000 Residential Units Permitted to be constructed across the Development shall be Occupied until the obligation set out at paragraph 4.1 of Schedule 8 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the confirmation of the location within the Development for the provision of a secondary school and in accordance with London Plan policies 3.18, 6.9 and 6.10; London Borough of Hackney Core Strategy policy P9; London Borough of Tower Hamlets Core Strategy policies SP07, SO17 and SO18 and London Borough of Newham Core Strategy policy INF9.

- LCS0.177. No more than 4,000 Residential Units Permitted to be constructed across the Development shall be Occupied until the obligations set out at paragraphs 4.2 to 4.8 (inclusive) of Schedule 8 to the Section 106 Agreement have been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of a secondary school and in accordance with London Plan policy 3.18; London Borough of Hackney Core Strategy policy P9; London Borough of Tower Hamlets Core Strategy policies SP07, SO17 and SO18 and London Borough of Newham Core Strategy policy INF9.

Playing Fields

- LCS0.178. No more than 1,000 Residential Units Permitted to be constructed across the Development shall be Occupied until the obligations set out at paragraph 5.1.4 of Schedule 8 to the Section 106 Agreement have been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of the playing fields for the primary school in PDZ5 and Gainsborough School in accordance with London Plan policies 3.6, 3.18 and 3.19; London Borough of Hackney Core Strategy policy 26; London Borough of Tower Hamlets Core Strategy policy SP04; London Borough of Tower Hamlets UDP saved policies OS9 and OS13 and London Borough of Newham Core Strategy policy INF6.

- LCS0.179. No more than 4,750 Residential Units Permitted to be constructed across the Development shall be Occupied until the obligations set out at paragraph 5.2.4 of Schedule 8 to the Section 106 Agreement have been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of the playing fields for the primary school in PDZ4 in accordance with London Plan policies 3.6, 3.18 and 3.19; London Borough of Hackney Core Strategy policy 26; London Borough of Tower Hamlets Core Strategy policy SP04; London Borough of Tower Hamlets UDP saved policies OS9 and OS13 and London Borough of Newham Core Strategy policy INF6.

- LCS0.180. No more than 4,000 Residential Units Permitted to be constructed across the Development shall be Occupied until the obligations set out at paragraph 5.3.4 of Schedule 8 to the Section 106 Agreement have been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of the playing fields for the secondary school being provided as part of the Development in accordance with London Plan policies 3.6, 3.18 and 3.19; London Borough of Hackney Core Strategy policy 26; London Borough of Tower Hamlets Core Strategy policy SP04; London Borough of Tower Hamlets UDP saved policies OS9 and OS13 and London Borough of Newham Core Strategy policy INF6.

COMMUNITY FACILITIES

- LCS0.181. No more than 2,700 Residential Units Permitted to be constructed across the Development shall be Occupied until the obligation set out at paragraph 4.4.1 of Schedule 7 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of the community facilities and in accordance with London Plan policies 3.1 and 3.16; London Borough of Hackney Core Strategy policy P8; London Borough of Tower Hamlets Core Strategy policy SO11 and London Borough of Newham Core Strategy policies H11 and INF9.

- LCS0.182. No more than 5,000 Residential Units Permitted to be constructed across the Development shall be Occupied until the obligation set out at

paragraph 4.4.3 of Schedule 7 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of the community facilities and in accordance with London Plan policies 3.1 and 3.16; London Borough of Hackney Core Strategy policy P8; London Borough of Tower Hamlets Core Strategy policy SO11 and London Borough of Newham Core Strategy policies H11 and INF9.

EMPLOYMENT

Small business space

LCS0.183. Not less than the stated number or percentage of B1 units Permitted in the PDZs set out in the table below shall be equal to or less than the maximum floorspace stated in column 2 of the table:

PDZ	Maximum floorspace (m2) (GEA) of the relevant B1 units	Minimum number or minimum percentage of B1 units within the PDZ that have a maximum floorspace in accordance with the GEA set out in the second column
4	150	1 unit
5	150	5%
	235	10%
8	150	5%
	235	10%

Reason: To ensure there is a sufficient amount of small business space to encourage diverse employment uses in accordance with London Plan policies 2.17, 4.1 and 4.12; London Borough of Hackney Core Strategy policies 5, 16, 17 and 18; London Borough of Tower Hamlets Core Strategy policies SO2 and SPO2; London Borough of Tower Hamlets UDP policies EMP1 and EMP8 and London Borough of Newham Core Strategy policies J1 and J3.

Small retail space

LCS0.184. Not less than the stated percentage of A1-A4 units Permitted in the PDZs set out in the table below shall be equal to or less than the maximum floorspace stated in column 2 of the table:

PDZ	Maximum floorspace (m2) (GEA) of the relevant A1-A4	Minimum percentage of A1-A4 units within the PDZ that have a maximum floorspace in accordance with the GEA
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	units	set out in the second column
4	100	10%
5	100	10%
8	100	10%

Reason: To ensure there is a sufficient amount of small retail space to encourage diverse retail uses in accordance with London Plan policies 4.1, 4.7 and 4.8; London Borough of Hackney Core Strategy policy 13; London Borough of Tower Hamlets Core Strategy policy SO2 and London Borough of Newham Core Strategy policy INF5.

DELIVERY OF MIXED-USE FLOORSPACE

LCS0.185. Unless otherwise agreed with the Local Planning Authority through the submission and approval of Reserved Matters and/or the approval of a variation to the Outline Site Wide Phasing Plan pursuant to Condition LCS0.49 the following shall apply in respect of each PDZ:

- no more than 50% of the Residential Units permitted to be constructed in a PDZ shall be Occupied until 30% of the Mixed Used Floorspace Permitted to be constructed in that PDZ have been Completed; and
- no more than 90% of the Residential Units permitted to be constructed in a PDZ shall be Occupied until 80% of the Mixed Used Floorspace Permitted to be constructed in that PDZ have been Completed.

Reason: To ensure a suitable mix of development in accordance with London Plan policies 2.17, 4.1 and 4.12; London Borough of Hackney Core Strategy policies 5, 16, 17 and 18; London Borough of Tower Hamlets Core Strategy policies SO2 and SPO2; London Borough of Tower Hamlets UDP policies EMP1 and EMP8 and London Borough of Newham Core Strategy policies J1 and J3.

TRANSPORT

Legacy Transport Group

LCS0.186. No Development shall be Commenced until the LTG and the LCTMG have been established.

Reason: In order to establish the groups that will co-ordinate the transport mitigation measures required in construction phase onwards in accordance with policy 8.2 of the London Plan.

Carpenter's Land Bridge

LCS0.187. No building or other permanent structures constructed pursuant to this permission shall be sited, designed or serviced in a form or manner that

would prevent or restrict the provision of or access to the Carpenter's Land Bridge until 1 January 2018 to ensure that the ZMP for PDZ1 and all applications for approval of Reserved Matters for PDZ1 accord with the Bridge Safeguarding Zone.

Reason: In order to align with the requirements in Part 8 (Public Access), paragraph 8.10 (Pedestrian bridge to Carpenter's Land) of the Stratford City Development Zone 2-7 deed of planning obligation dated 30 March 2012 to allow the provision of an additional bridge in this area in accordance with policies 6.1, 6.9 and 6.10 of the London Plan, policies S2 and INF2 of the London Borough of Newham Core Strategy.

Bridge E48

LCS0.188. No Development in Development Parcel 8.1 shall be Occupied unless and until planning permission has been obtained for new Bridge E48 (the location of which is shown coloured dark green on the Illustrative Plan of Highways & Bridge Locations) and new Bridge E48 has been constructed and completed in accordance with that planning permission and open for use at all times by the general public.

Reason: To provide appropriate vehicle, cycle and pedestrian access for occupiers, users, servicing and emergency access to this part of the Site in accordance with policies 6.3, 6.9, 6.10, 6.12 and 6.13 of the London Plan, policies S2 and INF2 of the London Borough of Newham Core Strategy and policies T14 and T23 of the London Borough of Newham UDP.

LCS0.189. Existing Bridge E48 (the location of which is shown coloured dark green on the Illustrative Plan of Highways & Bridge Locations) shall not be demolished until schemes for:

- the temporary pedestrian access arrangements; and
- the temporary provision of Blue Badge Car Parking

for allotment holders to access the allotments as shown on the plan annexed to this permission at Annexure 14 have been submitted to and approved by the Local Planning Authority.

Reason: To provide appropriate temporary access arrangements to this part of the Site until the replacement bridge is provided for public use in accordance with policies 6.10 and 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

LCS0.190. During demolition of existing Bridge E48 (the location of which is shown coloured dark green on the Illustrative Plan of Highways & Bridge Locations) and the construction of new Bridge E48 the temporary access arrangements scheme and Blue Badge Car Parking scheme approved pursuant to Condition LCS0.189 of this permission shall be implemented and such temporary access arrangements and Blue Badge Car Parking shall be made available for use at all times by allotment holders to access the allotments as shown on the plan annexed to this permission at Annexure 14 up to the opening to the general public of new Bridge E48.

Reason: To provide appropriate temporary access arrangements to this part of the Site until the replacement bridge is provided for public use in accordance with policies 6.10 and 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

L03/E28, Realignment of Loop Road in PDZ 4 and Bridges H14 and H16

- LCS0.191. Prior to the Commencement of Development in PDZ 4 and PDZ 5, and in any event no later than 31 December 2015, full details of the new north-south highway link between PDZ 4 and PDZ 5 linking Waterden Road, Carpenter's Road and White Post Lane (the location of which is shown coloured yellow and brown on the Illustrative Plan of Highways & Bridge Locations) shall be submitted to and approved by the Local Planning Authority. Such details submitted under this Condition to include the timing of construction works for the new north-south highway link and how public access is to be continuously made available so as to provide a highway link (for vehicles (including buses), pedestrians and cyclists) between Waterden Road and the western side of the Lea Navigation. All plans and sections, horizontal and vertical alignments, to be provided as part of the details shall be at a scale to be agreed in advance with the Local Planning Authority. No Development in PDZ 4 or PDZ 5 shall be Commenced unless and until the details required by this Condition have been submitted to and approved by the Local Planning Authority.

Reason: To ensure early consideration of the final design of this highway given its importance in the site-wide highway network and the need for its early implementation, and to provide appropriate vehicle, cycle and pedestrian access and connectivity through this part of the Site as part of the site-wide highway network in accordance with policies 6.2, 6.3, 6.7, 6.9, 6.10 and 6.12 of the London Plan, policies 5, 6 and 33 of the London Borough of Hackney Core Strategy, policies SO19, SP08, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, and policies T3 and T7 of the London Borough of Tower Hamlets UDP.

- LCS0.192. No more than 1,200 Residential Units Site Wide shall be Occupied and no more than 100 Residential Units in PDZ 4 shall be Occupied unless and until the new north-south highway link between PDZ 4 and PDZ 5 linking Waterden Road, Carpenter's Road and White Post Lane (the location of which is shown coloured yellow and brown on the Illustrative Plan of Highways & Bridge Locations) has been completed in accordance with the details approved pursuant to Condition LCS0.191 and is open for use at all times by the general public.

Reason: To secure the implementation of this important highway link, and to provide appropriate vehicle, cycle and pedestrian access and connectivity through this part of the Site as part of the site-wide highway network in accordance with policies 6.2, 6.3, 6.7, 6.9, 6.10 and 6.12 of the London Plan, policies 5, 6 and 33 of the London Borough of Hackney Core Strategy, policies SO19, SP08, SO20 and SP09 of the

London Borough of Tower Hamlets Core Strategy, and policies T3 and T7 of the London Borough of Tower Hamlets UDP.

- LCS0.193. No Development in PDZ 4 shall be Commenced unless and until details of the timing of construction of the re-aligned loop road in PDZ 4 (to form a new secondary route from Bridge H17 to junction Z04J15) (the location of which is shown coloured orange on the Illustrative Plan of Highways & Bridge Locations) have been submitted to and approved by the Local Planning Authority. The construction of the re-aligned loop road in PDZ 4 shall be undertaken in accordance with the details approved pursuant to this Condition and no more than 250 Residential Units in PDZ 4 shall be Occupied unless and until the re-aligned loop road has been constructed and completed and open for use at all times by the general public.

Reason: To secure the provision of highway infrastructure for the Development in this part of the Site at an appropriate time in accordance with policies 6.2, 6.3, 6.7, 6.9, 6.10 and 6.12 of the London Plan, policies SO19, SP08, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, and policies T3 and T7 of the London Borough of Tower Hamlets UDP.

- LCS0.194. No more than 400 Residential Units in PDZ 4 shall be Occupied unless and until new Bridge H14 (the location of which is shown coloured light green on the Illustrative Plan of Highways & Bridge Locations) has been constructed and completed in accordance with the details approved by the Local Planning Authority pursuant to Condition LCS0.31 and open for use at all times by the general public as a multi-modal vehicle bridge.

Reason: To secure the provision of highway infrastructure for the Development at an appropriate time, to secure the connectivity benefits of linking the Site to Fish Island and to make provision for bus services to this part of the Site in accordance with policies 6.2, 6.3, 6.7, 6.9, 6.10 and 6.12 of the London Plan, policies SO2, SP03, SO19, SP08, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, policies T3, T7, T18 and T19 of the London Borough of Tower Hamlets UDP, and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance..

- LCS0.195. Existing Bridge H14 (the location of which is shown coloured light green on the Illustrative Plan of Highways & Bridge Locations) shall not be closed demolished or relocated unless and until new Bridge H16 (the location of which is shown coloured pink on the Illustrative Plan of Highways & Bridge Locations) has been constructed and completed in accordance with the details approved by the Local Planning Authority pursuant to Condition LCS0.31 and open for use at all times by the general public and if existing Bridge H14 is to be reused for new Bridge H16, a scheme for the temporary pedestrian/cycle access arrangements across the Lea Navigation has been submitted to and approved by the Local Planning Authority and such temporary access arrangements have been implemented and open for use. Such a scheme shall include details of the location and design of any temporary access arrangements and the timetable of the works including the date new Bridge H16 shall be open for use at all times by the general public (and the duration of the temporary pedestrian/cycle access arrangements

shall not exceed 10 weeks or such other period identified in the approved scheme for temporary access). Such approved temporary access arrangements shall be open for use at all times by the general public up to the opening to the general public of new Bridge H16 and the temporary access arrangements shall be removed in accordance with the approved timetable.

Reason: To ensure pedestrian and cycle access over the Lea Navigation is maintained during the construction of the Development and to ensure the connectivity benefits of linking the Site to Fish Island in accordance with policies 6.9, 6.10 of the London Plan, policies SO2, SP03, SO19, SP08, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, policies T18 and T19 of the London Borough of Tower Hamlets UDP, and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance.

PDZ 2 Highways

LCS0.196. Notwithstanding the details shown on drawing no LCS-DWG-APP-HWY-PAR-PDZ1_2-001.02, the proposed legacy street layout parameter plan for PDZ2 is not approved. No application for Zonal Masterplan or Reserved Matters shall be submitted until an amended legacy street layout parameter plan drawing for PDZ2 which, unless otherwise agreed by the Local Planning Authority pursuant to the approval of the site wide coach parking framework, shall include provision for a minimum of 3 coach parking spaces, and provision of a minimum of 8 blue badge car parking spaces to serve the ArcelorMittal Orbit, have been submitted to and approved by the Local Planning Authority. Zonal Masterplan and Reserved Matters submissions for PDZ2 should comply with the approved legacy street layout parameter plan.

Reason: To ensure that the highway layout makes provision for the coach parking and blue badge parking provision approved under the Olympic Consents in accordance with policies 6.1, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13 and 7.5 of the London Plan, policies SP7 and INF2 of the London Borough of Newham Core Strategy and policy T14 of the London Borough of Newham UDP.

PDZ2 north-south secondary highway link

LCS0.197. No Development in PDZ 2 shall be Occupied unless and until details of the timing of the construction of the north-south secondary highway link through PDZ 2 (the details of which have been submitted to the Local Planning Authority pursuant to Condition LCS0.196) have been submitted to and approved by the Local Planning Authority. The construction of the north-south highway link through PDZ 2 shall be undertaken in accordance with the details approved pursuant to Condition LCS0.196 and this Condition and no more than 250 Residential Units in PDZ 2 shall be Occupied unless and until the north-south highway link has been constructed and completed and open for use at all times by the general public.

Reason: To secure the provision of highway infrastructure for the Development in this part of the Site at an appropriate time in accordance with policies 6.1, 6.9, 6.10, 6.11, 6.12, 6.13 and 7.5 of the London Plan, policies SP7 and INF2 of the London Borough of Newham Core Strategy and policies T14 and T23 of the London Borough of Newham UDP.

Eastway-Waterden Road Bus Link

LCS0.198. No Development in any PDZ shall be Occupied unless and until a date for the opening of the Eastway-Waterden Road Bus Link as shown on approved drawing LCS-DWG-APP-HWY-PAR-PDZ5-001 Rev 02 (and shown coloured red on the Illustrative Plan of Highways & Bridge Locations) has been submitted to and approved by the Local Planning Authority. The Eastway-Waterden Road Bus Link shall be open for use on the approved date or, if earlier, prior to the Occupation of the 2000th Residential Unit and shall remain open for use at all times by the general public for walking and cycling and by Transport for London for public bus services.

Reason: To secure the early delivery of this link which will benefit bus services through the Site and enhance the connectivity of the Site in accordance with policies 6.7, 6.9, 6.10 and 6.12 of the London Plan, and policies 5, 6 and 33 of the London Borough of Hackney Core Strategy.

Re-aligned Marshgate Lane

LCS0.199. No Development in Development Parcels 8.2 and 8.3 shall be Commenced unless and until details of the timing of the construction of the re-aligned Marshgate Lane from Bridge E59 over Bow Back River to underpass U06 (the location of which is shown coloured light blue on the Illustrative Plan of Highways & Bridge Locations) have been submitted to and approved by the Local Planning Authority. The construction of the re-aligned Marshgate Lane from Bridge E59 over Bow Back River to underpass U06 shall be undertaken in accordance with the details approved pursuant to this Condition and Development Parcels 8.2 and 8.3 shall not be Occupied unless and until the re-aligned Marshgate Lane has been constructed and completed and open for use at all times by the general public.

Reason: To secure the provision of highway infrastructure for the Development in this part of the Site at an appropriate time in accordance with policies 6.1, 6.9, 6.10, 6.11, 6.12, 6.13 and 7.5 of the London Plan, policies SP7 and INF2 of the London Borough of Newham Core Strategy and policies T14 and T23 of the London Borough of Newham UDP.

E28 and related highway works

LCS0.200. Whichever is the first ZMP to be prepared and submitted for approval by the Local Planning Authority in respect of PDZ 4 or PDZ 5, that ZMP shall provide details of the phasing of:

- the removal or local diversion of the loop road around Bridge H14 (the location of which is shown coloured green on the Illustrative Plan of Highways & Bridge Locations);
- the completion of the primary road link between Waterden Road and Carpenters Road (the location of which is shown coloured yellow on the Illustrative Plan of Highways & Bridge Locations);
- the stopping up and potential removal of the E28 link (the location of which is shown coloured brown on the Illustrative Plan of Highways & Bridge Locations);
- the completion of new Bridge H16 prior to new Bridge H14 opening (the location of which is shown coloured pink on the Illustrative Plan of Highways & Bridge Locations); and
- the completion of the secondary road down the east side of PDZ 4 (the location of which is shown coloured orange on the Illustrative Plan of Highways & Bridge Locations).

The subsequent ZMP for PDZ 4 or PDZ 5 or SZMP in respect of SPDZ5A or SPDZB (as applicable) shall reconcile the above details submitted with the earlier ZMP where necessary and the construction of development shall be carried out in accordance with the approved phasing.

Reason: To secure the provision of highway infrastructure for the Development in this part of the Site at an appropriate time as part of the site-wide highway network, to ensure the benefit to bus services through the Site, and to enhance the connectivity of the Site in accordance with policies 6.2, 6.3, 6.7, 6.9, 6.10 and 6.12 of the London Plan, policies 5, 6 and 33 of the London Borough of Hackney Core Strategy, policies SO2, SP03, SO19, SP08, SO20, SP09 of the London Borough of Tower Hamlets Core Strategy, policies T3, T7, T18 and T19 of the London Borough of Tower Hamlets UDP, and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance..

On Site temporary permissive path and temporary permissive cycle connections

- LCS0.201. During construction of the Development the temporary permissive path and temporary permissive cycle connections as shown on drawings LCS-GLB-ACC-TA-001A-F4.21 Rev 00 and LCS-GLB-ACC-TA-001A-F4.22 Rev 00 annexed to this permission at Annexure 9 (or such other temporary permissive path and temporary permissive cycle connections as may be agreed with the Local Planning Authority) and such connections shall be maintained and shall be freely accessible to the general public at all times.

Reason: To maintain routes for public use across the Site throughout the construction of the Development until the new highway network is available for public use in accordance with policies 2.4, 6.1, 6.9, 6.10 and 6.11 of the London Plan, policies 2, 5, 6 and 33 of the London Borough of Hackney Core Strategy, policies S2, SP7 and INF2 of the London Borough of Newham Core Strategy, policies T14 and T23 of the London Borough of Newham UDP, policies SO19, SP08, SO20 and

SP09 of the London Borough of Tower Hamlets Core Strategy, policies T3, T7, T18, T19 and T21 of the London Borough of Tower Hamlets UDP, and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance..

Access routes

- LCS0.202. No building constructed as part of the Development shall be Occupied until vehicular, pedestrian and emergency vehicle route(s) needed to access that building have been completed and are open to the public.

Reason: To ensure the highway infrastructure is provided in a timely manner prior to the Occupation of the development in accordance with policies 6.9, 6.10 and 6.12 of the London Plan, policies 5, 6 and 33 of the London Borough of Hackney Core Strategy, policies S2, SP7 and INF2 of the London Borough of Newham Core Strategy, policies T14 and T23 of the London Borough of Newham UDP, policies SO19, SP08, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, policies T3, T7, T18, T19 and T21 of the London Borough of Tower Hamlets UDP, and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance..

CPZs and Car Parking Management Strategy

- LCS0.203. No Residential Units in each PDZ shall be Occupied until a scheme for the establishment (including date of establishment) and operation of a controlled parking zone(s) for the roads in that PDZ that are not to be dedicated as highway maintainable at the public expense prior to Occupation of that PDZ has been submitted to and approved by the Local Planning Authority. The controlled parking zones in each PDZ shall be established and operated in accordance with the scheme approved pursuant to this Condition or such other scheme which may subsequently be approved by the Local Planning Authority.

Reason: In the interest of highway safety, to ensure on-street parking is only available to users, occupiers and visitors of the Development, and to limit on-street parking in order to encourage sustainable modes of transport in accordance with policies 6.11 and 6.13 of the London Plan, policy 33 of the London Borough of Hackney Core Strategy, policies SP7 and INF2 of the London Borough of Newham Core Strategy, policy SP09 of the London Borough of Tower Hamlets Core Strategy and policy DEV19 of the London Borough of Tower Hamlets Interim Planning Guidance.

- LCS0.204. Prior to the submission of the first ZMP to the Local Planning Authority for approval, a Site Wide car parking management strategy shall be submitted to and approved by the Local Planning Authority. The Site Wide car parking management strategy shall include the car parking management principles that are to be followed by each zonal car parking management strategy, which shall include:

- principles for the location of all Blue Badge Car Parking spaces and visitor spaces;

- principles for determining the number and location of motorcycle parking spaces;
- principles for how the location of on-street car parking and motorcycle parking will take into consideration the location of bus stops and bus stands, the routing of buses, and servicing and delivery accesses and bays;
- principles for determining the location of electric vehicle charging points;
- principles for the on-street and off-street parking controls, and their enforcement;
- principles for the quantum (to be in accordance with Condition LCS0.225) and the location of all Car Club spaces; and
- principles for the proposed establishment and operation of Car Clubs across the Development.

Reason: In order to provide consistent parking management across the Site, in the interest of highway safety and to limit on-street parking in order to encourage sustainable modes of transport in accordance with policies 6.11 and 6.13 of the London Plan, policy 33 of the London Borough of Hackney Core Strategy, policies SP7 and INF2 of the London Borough of Newham Core Strategy, policy SP09 of the London Borough of Tower Hamlets Core Strategy and policy DEV19 of the London Borough of Tower Hamlets Interim Planning Guidance.

LCS0.205. Each ZMP application pursuant to Condition LCS0.1 shall be accompanied by a zonal car parking management strategy, such strategy to comply with the Site Wide car parking management strategy approved pursuant to Condition LCS0.203. Each zonal car parking management strategy shall also include:

- details of the anticipated maximum quantum and general location of all car parking, including the provision of all Blue Badge Car Parking spaces and visitor spaces which shall form part of the maximum car parking spaces to be provided in the PDZ the subject of the particular ZMP, and such quantum to be in accordance with the maximum ratios set out in Conditions LCS0.215 to LCS0.221 (inclusive);
- details of the anticipated minimum quantum and general location of all motorcycle parking; and
- how the general location of car parking and motorcycle parking has taken into account the general location of bus stops and bus stands, the anticipated routing of buses, and servicing and delivery accesses and bays;
- details as to the anticipated minimum quantum, general location and phasing of provision of all electric vehicle charging points to be provided in the PDZ the subject of the particular ZMP, and such quantum shall comply with the percentages set out in Condition LCS0.206;
- the on-street and off-street parking controls and their enforcement;

- details of the quantum and location of all Car Club spaces anticipated to be provided in the PDZ the subject of the particular ZMP, such quantum to be in accordance with Condition LCS0.225; and
- details of the establishment and operation of the proposed Car Club spaces to be provided in the PDZ the subject of the particular ZMP.

The parking in each PDZ shall be provided and managed in accordance with the zonal car parking management strategy approved by the Local Planning Authority as part of the ZMP approval.

Reason: In order to provide consistent parking management across the Site, in the interest of highway safety, to ensure adequate provision is made for Blue Badge Car Parking, bus services and servicing, to encourage sustainable transport, and to secure the provision of electronic vehicle charging points in accordance with policy 6.13 of the London Plan in accordance with policies 6.11 and 6.13 of the London Plan, policy 33 of the London Borough of Hackney Core Strategy, policies PS7 and INF2 of the London Borough of Newham Core Strategy, policy SP09 of the London Borough of Tower Hamlets Core Strategy and policy DEV19 of the London Borough of Tower Hamlets Interim Planning Guidance.

Electric Charging Point Provision

LCS0.206. The electric charging point provision in each PDZ will comply with the prescribed standards below:

Use Class	Percentage of spaces in each PDZ to have electric charging point provision
A1-A2	10% of spaces with an additional 10% passive provision
B1	20% of spaces with an additional 10% passive provision
C3	20% of spaces with an additional 20% passive provision

Reason: To secure the provision of electronic vehicle charging points in accordance with policy 6.13 of the London Plan and policy 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy, and policy DEV19 of the London Borough of Tower Hamlets Interim Planning Guidance.

Travel Plans

LCS0.207. No Development shall be Commenced unless and until a travel plan coordinator has been appointed. A travel plan coordinator shall remain appointed until the last zonal travel plan review (as required by Condition LCS0.210) takes place.

Reason: To ensure a travel plan coordinator is appointed to oversee the travel plans on the site-wide, PDZ and land use levels in order to encourage the use of sustainable travel modes in accordance with policy 6.3 of the London Plan.

LCS0.208. Prior to the submission of the first ZMP to the Local Planning Authority for approval, a Site Wide travel plan shall be submitted to and approved by the Local Planning Authority. The Site Wide travel plan shall be an umbrella plan for the whole of the Development and shall comply with TfL "Travel Planning for new development in London" (or other such best practice guidance as shall apply at the date of submission of the Site Wide travel plan) and shall set out measures aimed at:

- positively influencing the travel behaviour of users of the site by promoting alternative travel modes to the car;
- encourage travel by cycle, on foot and by public transport by highlighting their accessibility and availability;
- promoting healthy lifestyles and a sustainable, vibrant place in which to live and work; and
- minimise the number of single-occupancy car trips generated by the proposed development.

Reason: To require early consideration of how sustainable travel modes are to be encouraged and provision incorporated into the detailed design phases across the Site in accordance with policies 6.1, 6.3, 6.11 and 6.14 of the London Plan, policies 5, 6, 12 and 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy, policies SP03, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, and policy DEV18 of the London Borough of Tower Hamlets Interim Planning Guidance.

LCS0.209. No Development in a PDZ shall be Occupied unless and until a zonal travel plan has been submitted to and approved by the Local Planning Authority. Each zonal travel plan shall comply with the Site Wide travel plan approved pursuant to Condition LCS0.208 and with Transport for London "Travel Planning for new development in London" (or other such best practice guidance as shall apply at the date of submission of the zonal travel plan), and shall contain measures for each specific land use within the PDZ the subject of the zonal travel plan. Upon approval by the Local Planning Authority of each zonal travel plan, each zonal travel plan shall thereafter be implemented unless changes to the approved zonal travel plan are approved by the Local Planning Authority pursuant to Condition LCS0.210.

Reason: To encourage residents, employees and users to adopt sustainable travel modes in accordance with policies 6.1, 6.3, 6.11 and 6.14 of the London Plan, policies 5, 6, 12 and 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy, policies SP03, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, and policy DEV18 of the London Borough of Tower Hamlets Interim Planning Guidance.

LCS0.210. Each zonal travel plan shall be monitored and reviewed within 1 year of first Occupation of the PDZ to which the zonal travel plan relates and thereafter every two years with the last review taking place two years after Occupation of the last building in the PDZ to be Occupied. The monitoring and review shall monitor and review:

- trip generation rates;
- mode share and change in mode share over time;
- the effectiveness of the Site Wide travel plan measures (in respect of the PDZ the subject of the zonal travel plan) and the effectiveness of the zonal travel plan measures and, following the review of such effectiveness, the need for revised or enhanced measures to fulfil the aims of the Site Wide travel plan and the zonal travel plan together with the timetable for implementing the revised or enhanced measures; and
- the effectiveness of the Site Wide delivery and servicing strategy (required pursuant to Condition LCS0.236) and the effectiveness of the zonal delivery and servicing strategy (required pursuant to Condition LCS0.237) (both in respect of the PDZ the subject of the zonal travel plan) and, following the review of such effectiveness, the need for revised or enhanced measures to fulfil the aims of the Site Wide delivery and servicing strategy and the zonal delivery and servicing strategy together with the timetable for implementing the revised or enhanced measures;

The survey results shall be iTrace and TRAVL compliant or compliant with such other subsequent or replacement best practice guidance as shall apply at the date that the monitoring and review is carried out.

The results of each review carried out pursuant to this Condition shall be submitted to the Local Planning Authority and to the LTG together with details as to:

- how the reviewed zonal travel plan has operated in the preceding period and specifically how effective the reviewed zonal travel plan has been in implementing the measures contained within the Site Wide travel plan;
- how the reviewed Zonal delivery and servicing strategy has operated in the preceding period and specifically how effective the reviewed zonal delivery and servicing strategy has been in implementing the measures contained within the Site Wide delivery and servicing strategy;

and such submission shall propose any changes to the reviewed zonal travel plan and the reviewed zonal delivery and servicing strategy for approval by the Local Planning Authority (in consultation with the LTG). Any changes to the reviewed zonal travel plan and the reviewed zonal delivery and servicing strategy approved pursuant to this Condition shall thereafter be implemented unless further changes to the approved zonal travel plan and the reviewed zonal delivery and servicing strategy are approved by the Local Planning Authority pursuant to this Condition.

Reason: To encourage residents, employees and users to adopt sustainable travel modes, to ensure adequate monitoring of travel

modes and to ensure the zonal travel plans and the zonal delivery and servicing strategies and identified measures are updated as necessary in accordance with policies 6.1, 6.3, 6.11 and 6.14 of the London Plan, policies 5, 6, 12 and 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy, policies SP03, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, and policy DEV18 of the London Borough of Tower Hamlets Interim Planning Guidance.

Cycle Parking Provision

LCS0.211. Subject to Condition LCS0.213 and the requirement to meet peak demand rather than cumulative totals, the cycle parking provision across the Development will comply with the prescribed standards below:

Use Class	Minimum Ratio of Cycle Parking Spaces
A1/A2 Retail	1 space per 125sqm
A3/A4/A5 Cafes & Restaurants	1 space per 20 staff and 1 per 20 customers
Pubs & Wine Bars	1 space per 100sqm
Take-aways	1 space per 50sqm
B1 Employment	1:200 for staff and 1:200 for visitors
C1 Hotel	1 space per 10 staff
C3 – 1 or 2 bed unit	1 space per 1 or 2 bedroom unit
C3 – 3+ bed unit	2 spaces per 3+ bed unit
Education – D1	1 space per 10 staff and 1 space per 10 students
Health – D1	1 space per 5 staff and 1 per 10 visitors
Nurseries – D1	1 space per 10 staff
Cultural – D1	1 space per 10 staff and 1 per 10 visitors
Leisure – D2	To be determined in accordance with Condition LCS0.212

Reason: To ensure a suitable level of cycle parking is provided as part of the Development in accordance with policies 6.1 and 6.9 of the

London Plan, policies 5, 6, 12 and 33 of the London Borough of Hackney Core Strategy, policies E18 and ACE8 of the London Borough of Hackney UDP, policy INF2 of the London Borough of Newham Core Strategy, policies SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance..

- LCS0.212. Each Reserved Matters application for leisure D2 uses in each of PDZs 1, 2, 5, 6 and 8 shall be accompanied by a cycle parking strategy which will set out the proposed cycle parking provision and associated facilities for staff and visitors having regard to the type and size of leisure use. The approved cycle parking strategy for D2 uses for each of PDZs 1, 2, 5, 6 and 8 shall be implemented and the cycle parking provision provided and retained thereafter.

Reason: To ensure a suitable level of cycle parking is provided for the leisure uses proposed as part of the Development in accordance with policies 6.1 and 6.9 of the London Plan, policies 5, 6, 12 and 33 of the London Borough of Hackney Core Strategy, ACE8 of the London Borough of Hackney UDP, and policy INF2 of the London Borough of Newham Core Strategy..

- LCS0.213. No Development shall Commence in each PDZ (including any SPDZ) unless and until details of cycle parking facilities to be provided as part of that PDZ or SPDZ (as applicable) have been submitted to and approved by the Local Planning Authority. Such details shall include the location, times of use, type of cycle stands and/or spaces (including secure and covered stands and/or spaces), the number of cycle stands and/or spaces calculated in accordance with Condition LCS0.211 and the cycle parking strategies approved pursuant to Condition LCS0.212 such that the provision meets the expected peak demands of the Development as a whole within the relevant PDZ or SPDZ (which may occur at different times of the day) and not the cumulative total of the ratios set out in Condition LCS0.211, and associated facilities having regard to the uses and sizes of the buildings. Each PDZ and SPDZ shall be implemented in accordance with the approved details and retained thereafter.

Reason: To ensure a suitable level of cycle parking and high quality facilities are provided as part of the Development in accordance with policies 6.1 and 6.9 of the London Plan, policies 5, 6 and 33 of the London Borough of Hackney Core Strategy, policies E18 and ACE8 of the London Borough of Hackney UDP, policy INF2 of the London Borough of Newham Core Strategy, policies SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance.

- LCS0.214. No building shall be Occupied unless and until the cycle parking facilities for that building have been installed and made available for use in accordance with the details approved pursuant to Condition LCS0.213.

Reason: To ensure the timely provision of cycle parking facilities in accordance with policies 6.1 and 6.9 of the London Plan, policies 5, 6 and 33 of the London Borough of Hackney Core Strategy, policies E18 and ACE8 of the London Borough of Hackney UDP, policy INF2 of the

London Borough of Newham Core Strategy, policies SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance.

Car Parking Provision

LCS0.215. The maximum provision of car parking spaces for PDZ 1 shall be as follows:

Use Class	Ratio of Car Parking Spaces
A1/A2	1 space per 250sqm GEA (Blue Badge Car Parking spaces only)
A3/A4/A5	0 spaces
C1	Blue Badge Car Parking spaces and operational spaces only to be determined in accordance with Condition LCS0.224
C3 - 1 to 2 bed unit	0.22 space per unit
C3 – 3 bed unit	0.48 space per unit
C3 – 4+ bed unit	0.48 space per unit
Cultural – D1	1 space per 250sqm GEA
Nurseries – D1	1 space per 4 members of staff
Leisure - D2	To be determined in accordance with Condition LCS0.223

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

LCS0.216. The maximum provision of car parking spaces for PDZ 2 shall be as follows:

Use Class	Ratio of Car Parking Spaces
A1/A2	1 space per 250sqm GEA
A3/A4/A5	0 spaces
C3 - 1 to 2 bed unit	0.5 space per unit
C3 – 3 bed unit	0.75 space per unit
C3 – 4+ bed unit	1 space per unit

Cultural – D1	1 space per 250sqm GEA
Nurseries – D1	1 space per 4 members of staff
Leisure - D2	To be determined in accordance with Condition LCS0.223

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

LCS0.217. The maximum provision of car parking spaces for PDZ 4 shall be as follows:

Use Class	Ratio of Car Parking Spaces
A1/A2	1 space per 250sqm GEA
A3/A4/A5	0 spaces
B1	1 space per 1000sqm GEA
C3 - 1 to 2 bed unit	0.67 space per unit
C3 – 3 bed unit	1.24 space per unit
C3 – 4+ bed unit	1.49 space per unit
School – D1	1 space per 6 members of staff
Nurseries – D1	1 space per 4 members of staff
Health centres – D1	To be determined in accordance with Condition LCS0.222

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan, and the objectives of policy SP09 of the London Borough of Tower Hamlets Core Strategy and policy DEV19 of the London Borough of Tower Hamlets Interim Planning Guidance which seek to minimise car parking provision..

LCS0.218. The maximum provision of car parking spaces for PDZ 5 shall be as follows:

Use Class	Ratio of Car Parking Spaces
A1/A2	1 space per 250sqm GEA
A3/A4/A5	0 spaces
B1	1 space per 1000sqm GEA

C3 - 1 to 2 bed unit	0.67 space per unit
C3 - 3 bed unit	1.24 space per unit
C3 - 4+ bed unit	1.49 space per unit
School - D1	1 space per 6 members of staff
Cultural - D1	1 space per 250sqm GEA
Nurseries - D1	1 space per 4 members of staff
Leisure - D2	To be determined in accordance with Condition LCS0.223

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan and the objectives of policies 6 and 33 of the London Borough of Hackney Core Strategy, policies E18 and ACE8 of the London Borough of Hackney UDP which seek to minimise car parking provision.

LCS0.219. The maximum provision of car parking spaces for PDZ 6 shall be as follows:

Use Class	Ratio of Car Parking Spaces
A1/A2	1 space per 250sqm GEA
A3/A4/A5	0 spaces
B1	1 space per 1000sqm GEA
C3 - 1 to 2 bed unit	0.5 space per unit
C3 - 3 bed unit	0.75 space per unit
C3 - 4+ bed unit	1 space per unit
Cultural - D1	1 space per 250sqm GEA
Nurseries - D1	1 space per 4 members of staff
Health centres - D1	To be determined in accordance with Condition LCS0.222
Leisure - D2	To be determined in accordance with Condition LCS0.223

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

LCS0.220. The maximum provision of car parking spaces for PDZ 8 shall be as follows:

Use Class	Ratio of Car Parking Spaces
A1/A2	1 space per 250sqm GEA
A3/A4/A5	0 spaces
B1	1 space per 1000sqm GEA
C3 - 1 to 2 bed unit	0.5 space per unit
C3 – 3 bed unit	1 space per unit
C3 – 4+ bed unit	1.5 spaces per unit
Health centres – D1	To be determined in accordance with Condition LCS0.222
Nurseries – D1	1 space per 4 members of staff
Leisure - D2	To be determined in accordance with Condition LCS0.223

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

LCS0.221. The maximum provision of car parking spaces for PDZ 12 shall be as follows:

Use Class	Ratio of Car Parking Spaces
A1/A2	1 space per 250sqm GEA
A3/A4/A5	0 spaces
C3 - 1 to 2 bed unit	0.5 space per unit
C3 – 3 bed unit	1 space per unit
C3 – 4+ bed unit	1.5 spaces per unit
School – D1	1 space per 4 members of staff

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

LCS0.222. Each Reserved Matters application for the health centres in each of PDZs 4, 6 and 8 shall be accompanied by a car parking strategy which will set out the proposed car parking provision (including Blue Badge Car Parking provision) for staff and visitors having regard to the type and size of health centre. The strategy will set out the location and number of the car parking spaces to be provided. The approved car parking strategy for each of PDZs 4, 6 and 8 shall be implemented and the car parking provision shall be provided prior to Occupation of the relevant health centre and retained thereafter.

Reason: To ensure sustainable transport objectives are met while providing suitable Blue Badge Car Parking provision to reflect the specific type of health centre proposed, in accordance with policy 6.13 of the London Plan, policy INF2 of the London Borough of Newham Core Strategy, policy SP09 of the London Borough of Tower Hamlets Core Strategy and policy DEV19 of the London Borough of Tower Hamlets Interim Planning Guidance..

LCS0.223. Each Reserved Matters application for the leisure D2 uses in each of PDZs 1, 2, 5, 6 and 8 shall be accompanied by a car parking strategy which will set out the proposed car parking provision (including Blue Badge Car Parking provision) for staff and visitors having regard to the type and size of leisure use. The strategy will set out the location and number of the car parking spaces to be provided. The approved car parking strategy for each of PDZs 1, 2, 5, 6 and 8 shall be implemented and the car parking provision shall be provided prior to Occupation of the relevant leisure D2 use and retained thereafter.

Reason: To ensure sustainable transport objectives are met, to reflect the specific type of leisure use proposed, in accordance with policy 6.13 of the London Plan, policy INF2 of the London Borough of Newham Core Strategy, policy 33 of the London Borough of Hackney Core Strategy, and policy ACE8 of the London Borough of Hackney UDP..

LCS0.224. Each reserved matters application for C1 hotel uses in PDZ 1 shall be accompanied by coach and car parking details which will set out the proposed coach and car parking provision for visitors having regard to the type and size of hotel. Car parking provision shall be only for visitors requiring Blue Badge Car Parking spaces and for operational requirements. No other car parking provision shall be made. The details shall include the location and number of the car parking spaces to be provided and the location and number of coach parking spaces to be provided which shall be in accordance with the Zonal coach parking strategy for PDZ 1 approved pursuant to Condition LCS0.229. The approved coach and car parking details for PDZ 1 shall be implemented prior to any C1 hotel use opening to the public and the car parking and coach parking provision provided and retained thereafter.

Reason: To ensure sustainable transport objectives are met, to reflect the high public transport accessibility of the PDZ1 while providing suitable Blue Badge Car Parking, and to accord with policy 6.13 of the London Plan, and to ensure coach parking is provided in accordance with policy 6.8 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy..

Car Club

- LCS0.225. Where a Car Club is provided in a PDZ pursuant to paragraph 5 of Schedule 2 to the Section 106 Agreement, the C3 car parking spaces to be provided in that PDZ in accordance with Conditions LCS0.215 to LCS0.221 shall equal to 1 car parking space per 150 Residential Units (rounded up to the nearest whole number) and shall be provided as Car Club spaces and shall be provided and operated in accordance with the zonal car parking management strategy submitted to and approved by the Local Planning Authority pursuant to Condition LCS0.205.

Reason: To make suitable provision for the operation of a Car Club within the Site in the interest of reducing car ownership and use in accordance with policies 6.11 and 6.13 of the London Plan, policy 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy and policy SP09 of the London Borough of Tower Hamlets Core Strategy.

Cycle Hire Scheme

- LCS0.226. Prior to the submission of each ZMP, a strategy setting out the proposed location of the land to be Safeguarded for the Barclays Cycle Hire Scheme in that PDZ shall be submitted to and approved by the Local Planning Authority. The exact number of docking points to be provided by each cycle hire docking station shall take into account the cycle parking provided as part of the Development in that PDZ and any cycle hire docking stations provided in the Olympic Park. Following such approval, each ZMP application shall Safeguard the location and size of site as approved by the Local Planning Authority for potential cycle hire. No ZMP application shall be submitted to the Local Planning Authority unless and until a strategy pursuant to this Condition has been submitted to and approved by the Local Planning Authority.

Reason: To make suitable provision for an extension to the Barclays Cycle Hire Scheme (or successor scheme) within the Site and to accord with policy 6.9 of the London Plan.

- LCS0.227. If the Barclays Cycle Hire Scheme (or successor scheme) is not operational within the Development by 31 December 2021 and by that date there is no alternative cycle hire scheme that includes the Development, the land Safeguarded under Condition LCS0.226 shall be released from Safeguarding.

Reason: To remove the obligation to safeguard the land in the event that the Barclays Cycle Hire Scheme (or successor scheme) is not extended to the Site and to accord with policy 6.9 of the London Plan

Coach Parking and drop off/pick up bays

- LCS0.228. Prior to the submission of the first ZMP (excluding PDZ 6) to the Local Planning Authority for approval, a Site Wide coach parking framework shall be submitted to and approved by the Local Planning Authority. The Site Wide coach parking framework shall include details of the

principles that are to be followed by each zonal coach parking strategy in respect of:

- quantum and location of all coach parking and coach drop off/pick up points that serve PDZs 1, 2, 4, 5 and 12 including those to serve the Schools and hotel uses provided as part of the Development and D1 uses (in addition to the Schools) for the PDZ the subject of the particular ZMP; and
- implementation and operation of such coach parking and drop off/pick up provision across the Development.

The Site Wide coach parking framework shall be prepared in accordance with the coach management scheme for the ArcelorMittal Orbit required by Schedule 8 to the section 106 agreement dated 29 September 2010 made between the Local Planning Authority and London Development Agency.

Reason: To ensure early consideration of the location of coach parking and drop off/pick up to serve the Development and to ensure the continued provision for the ArcelorMittal Orbit, and to accord with policies 6.7 and 6.8 of the London Plan, policies 6 and 33 of the London Borough of Hackney Core Strategy, policy ACE8 of the London Borough of Hackney UDP, INF2 of the London Borough of Newham Core Strategy, policy SP09 of the London Borough of Tower Hamlets Core Strategy and policy DEV19 of the London Borough of Tower Hamlets Interim Planning Guidance.

LCS0.229. Each ZMP application for PDZs 1, 2, 4, 5 and 12 shall be accompanied by a zonal coach parking strategy, such strategy to comply with the Site Wide coach parking framework approved pursuant to Condition LCS0.228. Each zonal coach parking strategy shall include:

- details of the quantum and location of all coach parking and coach drop off/pick up points including those to serve the Schools and hotel uses provided as part of the Development and D1 uses (in addition to the Schools) for the PDZ the subject of the particular ZMP; and
- details of implementation and operation of the coach parking and coach drop off/pick up provision to be provided in the PDZ the subject of the particular ZMP.

The coach parking and coach drop off/pick up provision for PDZs 1, 2, 4, 5 and 12 shall be provided and operated in accordance with the zonal coach parking strategy approved by the Local Planning Authority as part of the ZMP approval.

Reason: To ensure appropriate provision of coach parking and coach drop off/pick up in the detailed design stages of the Development, and appropriate phasing of coach parking provision and to ensure the continued provision for the ArcelorMittal Orbit, and to accord with policies 6.7 and 6.8 of the London Plan, policies 6 and 33 of the London Borough of Hackney Core Strategy, policy ACE8 of the London Borough

of Hackney UDP, INF2 of the London Borough of Newham Core Strategy, policy SP09 of the London Borough of Tower Hamlets Core Strategy and policy DEV19 of the London Borough of Tower Hamlets Interim Planning Guidance.

MSCP Bus Stands

- LCS0.230. The Development shall incorporate and retain the bus stand provision capable of accommodating 2 buses in the vicinity of the northern end of the IBC/MPC in accordance with details to be submitted to and approved by the Local Planning Authority prior to the Commencement of Development in PDZ 5.

Reason: To maintain bus stand provision from post-Games Transformation phase with the changes to the highway layout in area around the IBC/MPC in accordance with policies 6.1, 6.2, and 6.7 of the London Plan and policy 33 of the London Borough of Hackney Core Strategy.

- LCS0.231. No more than 400 Residential Units in PDZ 4 shall be Occupied unless and until an additional bus stand capable of accommodating 2 buses is provided and ready for use in the vicinity of the IBC/MPC and Multi Storey Car Park (unless a lesser provision is approved in writing by the Local Planning Authority). The stand shall be provided for use in accordance with details to be submitted to and approved by the Local Planning Authority, such details to include the location and dimensions of the stand.

Reason: To ensure adequate bus stand facilities are provided for the additional bus route terminating in this area in advance of the bus service commencing in accordance with policies 6.1, 6.2 and 6.7 of the London Plan and policy 33 of the London Borough of Hackney Core Strategy.

Wayfinding

- LCS0.232. Prior to the submission of the first ZMP to the Local Planning Authority for approval, a Site Wide wayfinding strategy (consistent with the Legible London standards or other such scheme approved by the Local Planning Authority) shall be submitted to and approved by the Local Planning Authority. The Site Wide wayfinding strategy shall include the principles that are to be followed by each Reserved Matters application for landscaping, highways, cycleways and footpaths in each PDZ as well as temporary wayfinding during the construction period and how the proposed Site Wide wayfinding strategy relates to the wayfinding provision within the Olympic Park installed in the Post-Games Transformation Phase and surrounding areas.

Reason: To ensure a high level of legibility and access throughout the Site in accordance with policies 6.10 and 7.5 of the London Plan, policies 5, 12, 24 and 33 of the London Borough of Hackney Core Strategy, policies SP7 and INF2 of the London Borough of Newham Core Strategy, policies SP03, SO19, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, policy T19 of the London

Borough of Tower Hamlets UDP, and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance.

- LCS0.233. Each Reserved Matters application for landscaping, highways, cycleways and footpaths shall comply with the Site Wide wayfinding strategy approved pursuant to Condition LCS0.232 and shall set out details on the phasing of the delivery of the wayfinding.

Reason: To ensure a high level of legibility and access throughout the site in accordance with policies 6.10 and 7.5 of the London Plan, policies 5, 12, 24 and 33 of the London Borough of Hackney Core Strategy, policies SP7 and INF2 of the London Borough of Newham Core Strategy, policies SP03, SO19, SO20 and SP09 of the London Borough of Tower Hamlets Core Strategy, policy T19 of the London Borough of Tower Hamlets UDP, and policy DEV16 of the London Borough of Tower Hamlets Interim Planning Guidance.

Traffic Generation Review

- LCS0.234. Except in respect of the ZMP for PDZ 6, each ZMP submission and each SZMP submission is to be accompanied by a traffic generation report. Each traffic generation report shall contain:

- results from vehicular traffic surveys undertaken in respect of traffic generated by any Occupied parts of the Development as part of the zonal travel plan monitoring carried out pursuant to Condition LCS0.210; and
- a comparison of such results with the predicted vehicular traffic generation contained in the Transport Assessment for that Occupied development.

A copy of each traffic generation report shall be made available to the LTG.

Reason: To require a comparison of the observed transport effects of the Occupied development with those predicted in the Transport Assessment in accordance with policies 6.1, 6.3, 6.11, 6.12 and 6.13 of the London Plan, policies 6 and 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy, and policies SP08 and SP09 of the London Borough of Tower Hamlets Core Strategy.

- LCS0.235. Each ZMP and each SZMP, except in respect of the ZMP for PDZ 6, shall take into account the traffic generation report required under Condition LCS0.234 when proposing the car parking provision (including quantum) and the proposed public transport, walking and cycling measures for the relevant PDZ.

Reason: To ensure later phases of the Development at ZMP and SZMP stage reflect any significant differences between the observed transport effects of the Occupied development and the predicted transport effects in the Transport Assessment, in the interest of highway safety and

encouraging sustainable transport modes in accordance with policies 6.1, 6.3, 6.11, 6.12 and 6.13 of the London Plan, policies 6 and 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy, and policies SP08 and SP09 of the London Borough of Tower Hamlets Core Strategy.

Delivery and Servicing Strategy

LCS0.236. Prior to the submission of the first ZMP to the Local Planning Authority for approval, a Site Wide delivery and servicing strategy shall be submitted to and approved by the Local Planning Authority. The Site Wide delivery and servicing strategy shall comply with the Transport for London "Travel planning for new development in London" (or other such best practice guidance as shall apply at the date of submission of the Site Wide delivery and servicing strategy) and include principles that are to be followed by each ZMP application and each SZMP application for each PDZ and any SPDZ and shall, as a minimum, contain consideration of:

- possible measures which could reduce the number of trips and/or impact upon residents of the Development of servicing, deliveries and collections;
- the establishment of an informal occupiers forum to encourage safe and efficient and environmentally friendly deliveries and servicing;
- the feasibility of agreed delivery and collection points to enable efficiency of servicing and deliveries and assist residents and occupiers of the Development;
- possible measures to reduce the impact of deliveries and servicing on residents of the Development and on the environment including improving the efficiency of the delivery of goods and services

The Site Wide delivery and servicing strategy shall be prepared in accordance with the details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements approved pursuant to Condition LCS0.163 as part of the Site Wide estate management strategy. The Site Wide delivery and servicing strategy shall be monitored and reviewed pursuant to Condition LCS0.210.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with policies 6.1, 6.3 and 6.14 of the London Plan, policies 6 and 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy, policy SP08 of the London Borough of Tower Hamlets Core Strategy and policy DEV18 of the London Borough of Tower Hamlets Interim Planning Guidance.

LCS0.237. Each ZMP application pursuant to Condition LCS0.1 shall be accompanied by a zonal delivery and servicing strategy, such strategy to comply with the Site Wide delivery and servicing strategy approved pursuant to Condition LCS0.236 and comply with the Transport for London "Travel planning for new development in London" (or other such

best practice guidance as shall apply at the date of submission of the zonal delivery and servicing strategy). Each zonal delivery and servicing strategy shall include hours of deliveries/collections for Non-Residential Units within the PDZ to which the ZMP relates.

Each zonal delivery and servicing strategy shall be monitored and reviewed pursuant to Condition LCS0.210.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with policies 6.1, 6.3 and 6.14 of the London Plan, policies 6 and 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy, policy SP08 of the London Borough of Tower Hamlets Core Strategy and policy DEV18 of the London Borough of Tower Hamlets Interim Planning Guidance.

LCS0.238. Following approval each zonal delivery and servicing strategy by the Local Planning Authority as part of the ZMP approval, each zonal delivery and servicing strategy shall thereafter be implemented prior to the Occupation of any part of that PDZ to which the ZMP relates and continue to be implemented for the life of the Development.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with policies 6.1, 6.3 and 6.14 of the London Plan, policy 33 of the London Borough of Hackney Core Strategy, policy INF2 of the London Borough of Newham Core Strategy, policy SP08 of the London Borough of Tower Hamlets Core Strategy and policy DEV18 of the London Borough of Tower Hamlets Interim Planning Guidance.

COMMUNITY FACILITIES WORKING GROUP

LCS0.239. Prior to the Commencement of Development, details as to how a community facilities working group is to be established and operated pursuant to Condition LCS0.240 shall be submitted to the Local Planning Authority for approval. Such details shall include:

- the composition of the community facilities working group
- the terms of reference for the community facilities working group to include responding, in accordance with the provisions contained in the Section 106 Agreement, to any consultation carried out in respect of the community facilities to be provided pursuant to the Section 106 Agreement;
- how the community facilities working group is to be administered including how any conflicts of interest of members of the community facilities working group are to be dealt with.

Reason: To ensure satisfactory provision of community facilities in accordance with London Plan policies 3.1 and 3.16; London Borough of Hackney Core Strategy policy P8; London Borough of Tower Hamlets

Core Strategy policy SO11 and London Borough of Newham Core Strategy policy H11.

LCS0.240. No more than two hundred (200) Residential Units permitted to be constructed across the Development shall be Occupied unless and until the community facilities working group has been established in accordance with the details approved under Condition LCS0.239 and thereafter shall be convened and shall be operational in accordance with the details approved under Condition LCS0.239 until the obligations in paragraph(s) 4.1 to 4.3 in Schedule 7 of the Section 106 Agreement have been discharged.

Reason: To ensure satisfactory provision of community facilities in accordance with London Plan policies 3.1 and 3.16; London Borough of Hackney Core Strategy policy P8; London Borough of Tower Hamlets Core Strategy policy SO11 and London Borough of Newham Core Strategy policy H11.

EDUCATION WORKING GROUP

LCS0.241. The Development shall not be Commenced until details as to how an education working group is to be established and operated pursuant to Condition LCS0.242 have been submitted to and approved by the Local Planning Authority. Such details shall include:

- the composition of the education working group;
- the terms of reference for the education working group, to include responding, in accordance with the provisions contained in the Section 106 Agreement, to any consultation carried out pursuant to Schedule 8 to the Section 106 Agreement; and
- how the education working group is to be administered including how any conflicts of interest of members of the education working group are to be dealt with in relation to the selection of the education provider(s).

Reason: To ensure satisfactory provision of education facilities in accordance with London Plan policies 3.1 and 3.18; London Borough of Hackney Core Strategy policy P9; London Borough of Tower Hamlets Core Strategy policy SP07 and London Borough of Newham Core Strategy policy INF9.

LCS0.242. No more than two hundred (200) Residential Units permitted to be constructed across the Development shall be Occupied unless and until the education working group has been established in accordance with the details approved under Condition LCS0.241 and thereafter shall be convened and shall be operational in accordance with the details approved under Condition LCS0.241 until all of the schools to be provided pursuant to Schedule 8 of the Section 106 Agreement have been delivered and Occupied.

Reason: To ensure satisfactory provision of education facilities in accordance with London Plan policies 3.1 and 3.18; London Borough of

Hackney Core Strategy policy P9; London Borough of Tower Hamlets Core Strategy policy SP07 and London Borough of Newham Core Strategy policy INF9.

HEALTH WORKING GROUP

LCS0.243. The Development shall not be Commenced until details as to how a health working group is to be established and operated pursuant to Condition LCS0.244 shall be submitted to the Local Planning Authority for approval. Such details shall include:

- the composition of the health working group;
- the terms of reference for the health working group to include responding, in accordance with the provisions contained in the Section 106 Agreement, to any consultation carried out in respect of the health facilities to be provided pursuant to the Section 106 Agreement and any consultation carried out in respect of social infrastructure pursuant to the Section 106 Agreement; and
- how the health working group is to be administered including how any conflicts of interest of members of the health working group are to be dealt with in relation to the selection of the healthcare provider(s).

Reason: To ensure satisfactory provision of health facilities in accordance with London Plan policies 3.2 and 3.17; London Borough of Hackney Core Strategy policy P12; London Borough of Tower Hamlets Core Strategy policy SP03 and London Borough of Newham Core Strategy policy SP2.

LCS0.244. No Development shall be Commenced unless and until the health working group has been established in accordance with the details approved under Condition LCS0.243 and thereafter shall be convened and shall be operational in accordance with the details approved under Condition LCS0.243 until the obligations in paragraph(s) 1 to 5 in Schedule 6 of the Section 106 Agreement have been discharged.

Reason: To ensure satisfactory provision of health facilities in accordance with London Plan policies 3.2 and 3.17; London Borough of Hackney Core Strategy policy P12; London Borough of Tower Hamlets Core Strategy policy SP03 and London Borough of Newham Core Strategy policy SP2.

PROTOCOL FOR SUPERSEDING DEVELOPMENT

LCS0.245. The Development shall not be Commenced until a Superseding Development protocol has been submitted to and approved by the Local Planning Authority in writing. The Superseding Development protocol shall as a minimum set out the guideline process and procedures for the assessment of amendments to the Development including any applications for Superseding Development.

Reason: To ensure that the development is carried out in a manner consistent with future envisaged development and cumulative impacts are adequately controlled.

LCS0.246. All applications for Superseding Development shall be in accordance with the protocol.

Reason: To ensure that the development is carried out in a manner consistent with future envisaged development and cumulative impacts are adequately controlled.

INTERIM USES

Protocol for Interim Uses, including EIA and submission of environmental information in respect of Interim Uses

LCS0.247. The Development shall not be Commenced until an Interim Uses protocol has been submitted to and approved by the Local Planning Authority in writing. The Interim Uses protocol shall as a minimum set out the guideline process and procedures for environmental impact assessment and the submission of environmental information in respect of the Interim Uses.

Reason: To ensure that the Development is carried out in a manner consistent with future envisaged development and cumulative impacts are adequately controlled.

LCS0.248. All Interim Uses shall be in accordance with the Interim Uses protocol.

Reason: To ensure that the Development is carried out in a manner consistent with future envisaged development and cumulative impacts are adequately controlled.

Interim Use Events Management

LCS0.249. The Development shall not be Commenced until an events management co-ordination framework has been submitted to and approved by the Local Planning Authority in writing in consultation with strategic and local transport authorities. This framework shall detail proposed arrangements for the interim use of the Site for events and the relationship between and interaction with the matters required to be included in the events management co-ordination framework pursuant to condition LTD.26 of the Olympic Consents. The framework to be submitted and approved pursuant to this Condition shall detail how frequently an updated events management co-ordination framework shall be submitted to the Local Planning Authority for approval and detail the environmental commitments which events must adhere to during their planning, operational and de-commissioning stages including the management of spectator travel, traffic, parking, people movement and other environmental effects, including minimising impacts on parts of the Development which have been implemented and neighbouring land

uses. In order to ensure a co-ordinated approach both with the events management co-ordination framework pursuant to condition LTD.26 of the Olympic Consents and events in the Olympic Park, an events management coordination manager shall be assigned prior to the first use of the Site for an interim use or event and shall manage, monitor and review the framework and its operation in cooperation with the Local Planning Authority and other relevant stakeholders. The events management co-ordination framework shall be prepared in accordance with the details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements approved pursuant to Condition LCS0.163 as part of the Site Wide estate management strategy.

Reason: To protect the amenities of neighbouring land uses and future residents and occupiers of the site and in order to effectively coordinate the multiple uses within the Olympic Park.

LCS0.250. No events shall be held on the Site other than in accordance with the approved events management co-ordination framework.

Reason: To protect the amenities of neighbouring land uses and future residents and occupiers of the site and in order to effectively coordinate the multiple uses within the Olympic Park.

Interim Uses Statement

LCS0.251. No part of the Development shall be Occupied until an updated Interim Uses Statement has been submitted to the Local Planning Authority. The updated Interim Uses Statement shall provide an update on the strategy, objectives and priorities for interim uses and events on a Site-Wide and PDZ basis and shall where appropriate include the following information:

- identification of the broad locations for the Interim Uses;
- identification of the anticipated range of land uses to be comprised in the Interim Uses;
- range of anticipated floorspace requirements for the identified land uses to be comprised in the Interim Uses;
- indication of the likely anticipated duration of the identified range of land uses to be comprised in the Interim Uses;
- phasing of the anticipated Interim Uses; and
- principles for the management and maintenance of interim uses; and
- interface between the anticipated Interim Uses and the construction and operation of the Development and the wider Olympic Park.

The updated Interim Uses Statement shall be prepared in accordance with the details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements approved pursuant to Condition LCS0.163 as part of the Site Wide estate management strategy. An updated version of the Interim Uses Statement approved under this Condition shall be submitted to the Local Planning Authority

no less frequently than once every three years following the anniversary of the first updated Interim Uses Statement up to Completion of the Development.

Reason: To ensure that the Local Planning Authority is kept up-to-date with the proposed strategy for interim use of the Site.

POPULATION REVIEW

LCS0.252. Prior to the submission of the first Zonal Masterplan (excluding PDZ 6), a methodology detailing how the anticipated and actual total population of the Development is to be reviewed and assessed ("Population Review") shall be submitted to and approved by the Local Planning Authority in writing in consultation with the Host Boroughs and the strategic planning authority. The methodology to be submitted pursuant to this Condition shall have regard to as a minimum (a) the Olympic Population Yield paper dated 29th February 2012 and prepared by the GLA Intelligence Unit (b) the most up to date Census data available at the time each Population Review is carried out and (c) post occupancy surveys of each PDZ. The methodology to be submitted pursuant to this Condition shall include a proposed structure for undertaking Population Reviews, and as a minimum shall be based on the following assumptions:

- Population Reviews of the Development shall be carried out prior to the submission of each Zonal Masterplan and any Sub Zonal Masterplan and the results of each Population Review shall be submitted with the relevant Zonal Masterplan and Sub Zonal Masterplan;
- A Population Review of the Development shall be carried out between the Occupation of the 2250th Residential Unit and the 2500th Residential Unit;
- A final Population Review of the Development shall be carried out between the Occupation of the 4750th Residential Unit and the 5000th Residential Unit;
- Population Reviews of the Development shall be of the projected final scheme population as a whole; and
- Each Population Review of the Development carried out following first occupation of the Development shall include surveys counting the real Occupancy of the Development at the time of the Population Review and such surveys shall also survey the views of the occupants of the Development as to the adequacy of the social and community facilities available to occupants.

Reason: To ensure adequate monitoring of the impacts and needs of the population of the development in accordance with London Plan policy 3.6.

LCS0.253. The Developer shall carry out each Population Review in accordance with the methodology approved pursuant to Condition LCS0.252 subject

to any variations which may be agreed in advance with the Local Planning Authority in writing.

Reason: To ensure adequate monitoring of the impacts and needs of the population of the development in accordance with London Plan policy 3.6.

MISCELLANEOUS

Site Wide Strategies

LCS0.254. All Site Wide strategies and reports submitted pursuant to any Condition of this permission shall include a mechanism for reviewing the terms of such Site Wide strategy or report over the lifetime of such Site Wide strategy or report.

Reason: To ensure the Site Wide Strategies and reports are reviewed as appropriate.

Notice of Commencement

LCS0.255. No Development shall be Commenced in any Development Parcel until written notice of intention to Commence the Development in that Development Parcel has been given to the Local Planning Authority. The notice required by this Condition shall only be given in circumstances where there is a genuine prospect of Development in that Development Parcel being Commenced within 28 days of the notice, and the notice shall confirm and provide evidence that this is the case.

Reason: To ensure satisfactory compliance with this permission.

Approvals in writing

LCS0.256. Any application or submission for any other approval pursuant to these Conditions shall be made in writing to the Local Planning Authority.

Reason: To ensure that a proper record is kept.

Hours of operation

LCS0.257. Details of all hours of operation including time of receiving deliveries and/or servicing of all uses on the Site (excluding residential) shall be submitted to and approved by the Local Planning Authority prior to the Occupation of any such uses within any PDZ. The Development shall thereafter be operated only in accordance with the approved hours of operation.

Reason: In the interests of amenity in accordance with London Plan policy 7.15; London Borough of Hackney UDP saved policies EQ40 and EQ41; London Borough of Newham saved UDP policies EQ45 and EQ48 and London Borough of Tower Hamlets saved UDP policy DEV50.

Operational Noise and Extract Systems

- LCS0.258. Before any heating, air conditioning or other plant generating external noise is installed in any building, details of that plant, including any noise mitigation and predicted noise levels at any sensitive receptor, shall be submitted to and approved by the Local Planning Authority. An assessment shall be submitted following the calculation methodology under BS4142. Where background noise level can be reliably established, noise levels from the installed plant shall not exceed that background noise level at any sensitive receptor. Where background noise level cannot be reliably established, noise levels from the installed plant shall not exceed 40dB LAeq (5 minutes) at any sensitive receptor.

Reason: To protect the amenities of local residents and users in accordance with London Plan policy 7.15; London Borough of Hackney UDP saved policies EQ40 and EQ41; London Borough of Newham saved UDP policies EQ45 and EQ48 and London Borough of Tower Hamlets saved UDP policy DEV50.

- LCS0.259. The air conditioning, extraction system(s) and any other plant generating external noise installed within those parts of the Development falling within Use Classes A3-A4 shall be maintained to meet and Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (Department for Environment, Food and Rural Affairs, 2005) criteria for the lifetime of the development unless non material changes are otherwise approved in writing by the Local Planning Authority.

Reason: To protect the amenities of local residents and users in accordance with London Plan policy 7.15; London Borough of Hackney UDP saved policies EQ40 and EQ41; London Borough of Newham saved UDP policies EQ45 and EQ48 and London Borough of Tower Hamlets saved UDP policy DEV50.

Internal noise levels

- LCS0.260. Prior to the Occupation of any dwelling a scheme of measures that will ensure internal noise levels meet the 'good' criteria specified in BS8233 'Sound Insulation and noise reduction for buildings – Code of Practice' shall be submitted to the Local Planning Authority for approval. Such measures as approved by the Local Planning Authority shall be installed prior to the Occupation of any Residential Unit.

Reason: To protect the amenities of future residents in accordance with London Plan policy 7.15; London Borough of Hackney UDP saved policies EQ40 and EQ41; London Borough of Newham saved UDP policies EQ45 and EQ48 and London Borough of Tower Hamlets saved UDP policy DEV50.

Site Wide CCTV Framework

- LCS0.261. The Development shall not be Commenced until a Site Wide CCTV framework has been submitted to and approved in writing by the Local Planning Authority. The Site Wide CCTV framework shall include

details of how the CCTV facilities provided in accordance with the CCTV conversion framework approved pursuant to LTD12 of the Olympic Consents is to be utilised and expanded within the Development.

Reason: To ensure that a sustainable CCTV network is maintained.

Statutory Undertakers' Equipment

LCS0.262. No works shall be undertaken in the areas affected unless the consultations with, notifications to or requirements of the statutory undertakers set out in Annexure 7 to this permission, have been observed and any necessary protective measures agreed with the relevant statutory undertakers.

Reason: To ensure that statutory undertakers' equipment is safeguarded.

Safeguarding

LCS0.263. Unless otherwise agreed in writing by the Local Planning Authority in consultation with Transport for London, no part of the Development hereby approved shall be carried out within the zone as shown coloured yellow and hatched purple on the drawing entitled 'North Route Twin Tracking Land' which is attached at Annexure 10 to this permission.

Reason: To ensure that the operation of the Docklands Light Railway and the aspiration to twin-track the Bow Church to Stratford route are safeguarded in accordance with policies 6.2 and 6.4 of the London Plan, and policy INF1 of the London Borough of Newham Core Strategy.

Building height limits

LCS0.264. Without the prior approval of the Local Planning Authority, no temporary or permanent building (including any crane, aerial or antenna) which exceeds the height of 96m AOD shall be erected in connection with the Development.

Reason: To ensure that operations at London City Airport are safeguarded.

Telecommunications

LCS0.265. Before any telecommunications mast or external transmitter is installed on the Site, a telecommunications strategy shall be submitted to and approved by the Local Planning Authority. This shall set out an overall plan for the temporary and permanent telecommunications equipment required. Wherever possible, telecommunications equipment should be incorporated into the permanent buildings to be erected. The telecommunications strategy shall take account of and comply with guidelines set by the International Commission On Non-Ionizing Radiation Protection

Reason: To reduce visual intrusion, and to comply with prevailing guidelines on radiation protection from telecommunications equipment.

IT Infrastructure

- LCS0.266. The Development shall provide infrastructure within the Site to facilitate the connection of all buildings constructed as part of the Development to a high speed broadband service.

Reason: To ensure adequate IT infrastructure for the development.

Permitted Development

- LCS0.267. None of the rights contained in Part 1 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 shall be exercised unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the thresholds in respect of which such rights shall be exercisable.

Reason: To provide control over alterations to dwelling houses given the particular character and appearance of the Olympic Park area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality in accordance with London Plan policies 3.5 and 7.4; London Borough of Hackney Core Strategy policies 24 and 25; London Borough of Newham Core Strategy policies SP3 and SP5 and London Borough of Tower Hamlets Core Strategy policies S09, S022 and S023.

- LCS0.268. None of the rights contained in Part 2 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 shall be exercised, unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the thresholds in respect of which such rights shall be exercisable.

Reason: To provide control over minor operations given the particular character and appearance of the Olympic Park area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality in accordance with London Plan policies 3.5 and 7.4; London Borough of Hackney Core Strategy policies 24 and 25; London Borough of Newham Core Strategy policies SP3 and SP5 and London Borough of Tower Hamlets Core Strategy policies S09, S022 and S023.

- LCS0.269. None of the rights contained in Part 3 Classes A, C, D, F and G of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 shall be exercised, unless the approval of the Local Planning Authority has first been obtained.

Reason: To provide control over retail uses given the particular character and appearance of the Olympic Park area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality in accordance with London Plan policies 3.5 and 7.4; London Borough of Hackney Core Strategy policies 24 and 25; London Borough of Newham Core Strategy policies SP3 and SP5 and London Borough of Tower Hamlets Core Strategy policies S09, S022 and S023.

LCS0.270. Notwithstanding the provisions of Parts 4 and 5 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995, no part of the Site shall be used for the stationing of sleeping accommodation for site workers, unless the approval of the Local Planning Authority has first been obtained.

Reason: To provide control over use of the Site during construction given the particular character and appearance of the Olympic Park area and to protect local amenity and the wellbeing of the area in accordance with London Plan policies 3.5 and 7.4; London Borough of Hackney Core Strategy policies 24 and 25; London Borough of Newham Core Strategy policies SP3 and SP5 and London Borough of Tower Hamlets Core Strategy policies S09, S022 and S023.

LCS0.271. Notwithstanding the provisions of Part 4 Class A of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995, no land outside but adjoining the Site shall be used for the provision of temporary buildings, works, plant or construction machinery, unless the approval of the Local Planning Authority has first been obtained.

Reason: To provide control over the use of land adjoining the Site during construction given the particular character and appearance of the Olympic Park area and to protect local amenity and the wellbeing of the area in accordance with London Plan policies 3.5 and 7.4; London Borough of Hackney Core Strategy policies 24 and 25; London Borough of Newham Core Strategy policies SP3 and SP5 and London Borough of Tower Hamlets Core Strategy policies S09, S022 and S023.

LCS0.272. None of the rights contained in Part 4 Class B of Schedule 2 of the Town and Country Planning (General Permitted Development Order) 1995 shall be exercised unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out thresholds for the temporary use of land in respect of which such rights shall be exercisable.

Reason: To provide control over potential temporary uses given the particular character and appearance of the Olympic Park area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality in accordance with London Plan policies 3.5 and 7.4; London Borough of Hackney Core Strategy policies 24 and 25; London Borough of Newham Core Strategy policies SP3 and SP5 and London Borough of Tower Hamlets Core Strategy policies S09, S022 and S023.

LCS0.273. None of the rights contained in Part 25 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 shall be exercised in respect of buildings in excess of 15 metres in height unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the thresholds in respect of which such rights shall be exercisable.

Reason: To provide control over the provision and location of microwave antenna given the particular character and appearance of

the Olympic Park area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality.

- LCS0.274. None of the rights contained in Part 31 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 shall be exercised unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the threshold in respect of which such rights shall be exercisable.

Reason: To provide control over demolition, to protect local amenity and the well being of the area and to ensure that necessary development and infrastructure is not removed.

THE FOLLOWING CONDITIONS SHALL APPLY TO THE DEVELOPMENT IN PLANNING DELIVERY ZONE 1

Ground floor threshold levels

- LCS0.275. All applications for the approval of Reserved Matters for Development in PDZ1 shall achieve adequate flood protection against the 1 in 1000 year peak flood level plus an allowance for climate change at a 20% sensitivity test level, and shall consider the risk of the trunk water main failure. The Development in PDZ1 shall be constructed in accordance with the approved threshold level(s).

Reason: To reduce the residual risk of flooding to the proposed development and future occupants in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policy CS18 of the London Borough of Newham UDP.

Flood protection measures

- LCS0.276. In addition to the information and other details specified in the Zonal Masterplan Specification, the Zonal Masterplan for PDZ 1 and any Sub Zonal Masterplan for SPDZs 1A and 1B shall contain an assessment of the residual risks from the inundation of Carpenter's Road.

Reason: To reduce the residual risk of flooding to the Development and future occupants in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policy CS18 of the London Borough of Newham UDP.

Retail units

- LCS0.277. Within Planning Delivery Zone 1, no more than one unit shall exceed 400sqm net sales area (with a maximum net sales area of 1,000sqm) and all other units shall not exceed 200sqm net sales area within use classes A1, A2, A3, A4, and A5.

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with policies 2.15, 4.7, 4.8 and 4.9 of the London Plan, and policies S2, SP6 and INF5 of the London Borough of Newham Core Strategy.

Nursery Facility

- LCS0.278. No more than 929 Residential Units Permitted to be constructed in PDZ1 shall be Occupied until the obligation set out at paragraph 6.1.1 of Schedule 8 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of a nursery facility in PDZ1.

THE FOLLOWING CONDITIONS SHALL APPLY TO THE DEVELOPMENT IN PLANNING DELIVERY ZONE 2

Retail units

- LCS0.279. Within Planning Delivery Zone 2, no more than one unit shall exceed 200sqm net sales area (with a maximum net sales area of 400sqm) within use classes A1, A2, A3, A4 or A5

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with policies 2.15, 4.7, 4.8 and 4.9 of the London Plan, and policies S2, SP6 and INF5 of the London Borough of Newham Core Strategy.

- LCS0.280. Notwithstanding the details in the parameter plans for Development Parcel 2.1 and the design code for PDZ2, alignment of the ground and upper floor parameter plans along the western edge of the Development Parcel 2.1 is not approved. No application for Zonal Masterplan or Reserved Matters shall be submitted until amended parameter plans for the western edge of Development Parcel 2.1, which shall include a variable building line set back of between 2m and 10m from that shown on the drawings submitted, have been submitted to and approved by the Local Planning Authority. Zonal Masterplan and Reserved Matters submissions for PDZ2 should comply with the amended approved parameter plans.

Reason: To ensure that the loss of Post Games Transformation landscape in Development Parcel 2.1 is minimised.

- LCS0.281. No Development shall be Commenced in PDZ2 until details have been submitted to and approved by the Local Planning Authority which make provision for stepped and ramped access from the City Mill River towpath level to the Development Parcel 2.1 level. No part of the development in Development Parcel 2.1 shall be occupied until the approved details have been completed.

Reason: To ensure that suitable provision is made for inclusive access and connectivity between the Development and the City Mill River towpath.

Nursery Facility

- LCS0.282. No more than 457 Residential Units Permitted to be constructed in PDZ2 shall be Occupied until the obligation set out at paragraph 6.2.1 of Schedule 8 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of a nursery facility in PDZ2.

THE FOLLOWING CONDITIONS SHALL APPLY TO THE DEVELOPMENT IN PLANNING DELIVERY ZONE 4

Retail units

- LCS0.283. Within Planning Delivery Zone 4 no single unit shall exceed 200sqm net sales area within use classes A1, A2, A3, A4 or A5.

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with policies 2.15, 4.7, 4.8 and 4.9 of the London Plan, policies SO4, SO6 and SP01 of the London Borough of Tower Hamlets Core Strategy, and policy RT4 of the London Borough of Tower Hamlets Interim Planning Guidance.

Exempt naturally occurring radiological materials

- LCS0.284. No applications for Reserved Matters approval shall be submitted in respect of Development Parcels 4.3 and 4.4 until a scheme which demonstrates how the integrity of the disposal cell containing exempt naturally occurring radiological materials in PDZ 4 will be safeguarded has been submitted to and approved by the Local Planning Authority. The approved scheme shall thereafter be implemented in the design and construction of the Development in Development Parcels 4.3 and 4.4.

Reason: To ensure satisfactory environmental protection

- LCS0.285. In addition to the information and other details specified in the Reserved Matters Specification, all applications for Reserved Matters approval submitted in respect of Development Parcels 4.3 and 4.4 shall include plans and drawings (including cross sections) identifying the interface between the proposed development and the disposal cell containing exempt naturally occurring radiological materials.

Reason: To ensure satisfactory environmental protection

Ground floor threshold levels

LCS0.286. All applications for the approval of Reserved Matters for Development in PDZ4 shall achieve adequate flood protection against the 1 in 100 year peak flood level plus an allowance for climate change at a 20% sensitivity test level, plus 350mm freeboard, and shall consider the risk of the 42 inch water main failure. The Development in PDZ4 shall be constructed in accordance with the approved threshold level(s).

Reason: To reduce the residual risk of flooding to the proposed development and future occupants in accordance with policies 5.12 and 5.13 of the London Plan, and policies SO3, SO13 and SP04 in the London Borough of Tower Hamlets Core Strategy.

Water Abstraction

LCS0.287. No groundwater abstraction from the River Terrace Deposits shall be permitted within 50m of the disposal cell containing exempt naturally occurring radiological materials in PDZ 4.

Reason: To ensure satisfactory environmental protection

Nursery Facility

LCS0.288. No more than 339 Residential Units Permitted to be constructed in PDZ4 shall be Occupied until the obligation set out at paragraph 6.3.1 of Schedule 8 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of a nursery facility in PDZ4.

THE FOLLOWING CONDITIONS SHALL APPLY TO THE DEVELOPMENT IN PLANNING DELIVERY ZONE 5

Retail units

LCS0.289. Within Planning Delivery Zone 5 no single unit shall exceed 200sqm net sales area within use classes A1, A2, A3, A4 or A5.

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with policies 2.15, 4.7, 4.8 and 4.9 of the London Plan, policies 5 and 13 of the London Borough of Hackney Core Strategy and policy R4 of the London Borough of Hackney UDP.

Footprint restriction on SPDZ 5B

LCS0.290. Notwithstanding the details in the Parameter Plans for SPDZ 5B and the design code for PDZ 5, the building line of the ground and upper floors along the eastern edge of SPDZ 5B shall be set back by not less than 15 metres from that shown on the drawings submitted.

Reason: To ensure that the loss of parkland in PDZ 5 is minimised.

Nursery Facilities

- LCS0.291. In respect of the ZMP and any SZMP for PDZ5, where such ZMP or SZMP is approved on the basis of the provision of one nursery facility no more than 461 Residential Units Permitted to be constructed in PDZ5 shall be Occupied until the obligation set out at paragraph 6.4.1 of Schedule 8 to the Section 106 Agreement has been carried out and discharged and where such ZMP or SZMP is approved on the basis of the provision of two nursery facilities no more than 319 Residential Units Permitted to be constructed in PDZ5 shall be Occupied until the obligation set out at paragraph 6.4.2(a) of Schedule 8 to the Section 106 Agreement has been carried out and discharged and no more than 603 Residential Units Permitted to be constructed in PDZ5 shall be Occupied until the obligation set out at paragraph 6.4.2(b) of Schedule 8 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of nursery facilities in PDZ5.

Managed Workspace

- LCS0.292. In respect of the ZMP for PDZ 5 and any SZMP for PDZ5A, where such ZMP or SZMP is approved on the basis of providing any part of the minimum provision of 930sq m of Managed Workspace as required by paragraph 8 of Schedule 9 to the Section 106 Agreement, no more than 380 Residential Units Permitted to be constructed in SPDZ5A shall be Occupied until the obligation set out at paragraph 8.2.2 of Schedule 9 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of Managed Workspace.

THE FOLLOWING CONDITIONS SHALL APPLY TO THE DEVELOPMENT IN PLANNING DELIVERY ZONE 6

Retail units

- LCS0.293. Within Planning Delivery Zone 6 no single unit shall exceed 200sqm net sales area within use classes A1, A2, A3, A4 or A5.

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with policies 2.15, 4.7, 4.8 and 4.9 of the London Plan, and policies S2, SP6 and INF5 of the London Borough of Newham Core Strategy.

Nursery Facilities

- LCS0.294. In respect of the ZMP for PDZ6, where such ZMP is approved on the basis of the provision of one nursery facility no more than 499 Residential Units Permitted to be constructed in PDZ6 shall be Occupied until the obligation set out at paragraph 6.5.1 of Schedule 8 to the Section 106 Agreement has been carried out and discharged and where such ZMP is approved on the basis of the provision of two

nursery facilities no more than 350 Residential Units Permitted to be constructed in PDZ6 shall be Occupied until the obligation set out at paragraph 6.5.2(a) of Schedule 8 to the Section 106 Agreement has been carried out and discharged and no more than 650 Residential Units Permitted to be constructed in PDZ6 shall be Occupied until the obligation set out at paragraph 6.5.2(b) of Schedule 8 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of nursery facilities in PDZ6 in accordance with policy 3.16 of the London Plan and policy INF8 of the London Borough of Newham Core Strategy.

THE FOLLOWING CONDITIONS SHALL APPLY TO THE DEVELOPMENT IN PLANNING DELIVERY ZONE 8

Retail units

- LCS0.295. Within Planning Delivery Zone 8 no single unit shall exceed 200sqm net sales area within use classes A1, A2, A3, A4 or A5.

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with policies 2.15, 4.7, 4.8 and 4.9 of the London Plan, and policies SP6 and INF5 of the London Borough of Newham Core Strategy.

Flood protection measures

- LCS0.296. All applications for the approval of Reserved Matters for Development Parcels 8.2, 8.3 and 8.4 of PDZ 8 shall achieve adequate flood protection against the 1 in 100 year peak flood level (plus allowance for climate change at a 20% sensitivity test level and 350mm freeboard) and shall consider the flooding risk of the trunk water main failure. The Development in Development Parcels 8.2, 8.3 and 8.4 shall be constructed in accordance with the approved threshold level(s).

Reason: To reduce the residual risk of flooding to the proposed development and future occupants in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and retained policy CS18 of the London Borough of Newham UDP.

- LCS0.297. No Development in Development Parcels 8.2 and 8.3 shall be commenced until a scheme to appropriately address the residual flood risk behind the flood defences wall on the Lea Navigation has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be fully implemented prior to the first occupation of Development in Development Parcels 8.2 and 8.3, and shall be subsequently maintained in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed in writing by the Local Planning Authority.

Reason: To reduce the residual risk of flooding to the proposed development and future occupants in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policy CS18 of the London Borough of Newham UDP.

- LCS0.298. No Development in Development Parcel 8.4 shall be Commenced until an assessment to identify the condition and residual life of the flood defences/river wall alongside Waterworks River on Development Parcel 8.4 has been submitted to and approved in writing by the Local Planning Authority. This shall include as a minimum the results of structural surveys of any river walls or other structure to be retained and any necessary remedial works and the proposed finished levels of any earth works to be undertaken on the banks of that watercourse, within the flood defence walls, taking into account the controlled water levels.

Reason: To ensure that the flood defences and river wall have a life commensurate with the life of the Development, in order to safeguard the Development and wider area from the risk of flooding in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policy CS18 of the London Borough of Newham UDP.

- LCS0.299. If the assessment approved pursuant to Condition LCS0.298 identifies that the life of the flood defences/river wall is not commensurate with the design life of the Development, no Development in Development Parcel 8.4 shall be Commenced until a scheme of remedial measures or replacement has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the flood defences and river wall have a life commensurate with the life of the Development, in order to safeguard the Development and wider area from the risk of flooding in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policy CS18 of the London Borough of Newham UDP.

- LCS0.300. Any remedial measures to or replacement of the flood defences/river wall shall be undertaken in accordance with the scheme approved pursuant to Condition LCS0.299 and shall be completed prior to the first Occupation of Development in Development Parcel 8.4. Such remedial measures to or replacement of the flood defences/river wall shall be retained and maintained in accordance with the approved measures.

Reason: To ensure that the flood defences and river wall have a life commensurate with the life of the development, in order to safeguard the development and wider area from the risk of flooding in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policy CS18 of the London Borough of Newham UDP.

- LCS0.301. Details of the buffer zone between the Development proposed in PDZ 8 and the adjacent flood defences shall be submitted to the Local

Planning Authority for approval as part of the Zonal Masterplan submission and any Sub Zonal Masterplan submission for PDZ 8.

Reason: To ensure that access to the flood defences is secured for maintenance, repairs and future replacement in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policies EQ2 and CS18 of the London Borough of Newham UDP.

- LCS0.302. No Development in Development Parcels 8.2, 8.3 and 8.4 shall be Commenced until the design and maintenance details for the buffer zone between the Development proposed on Development Parcels 8.2, 8.3 and 8.4 and the adjacent flood defences (as identified in the ZMP and any SZMP for PDZ8) have been submitted to and approved in writing by the Local Planning Authority (in consultation with the Environment Agency). There shall be no Occupation of any Development within Development Parcels 8.2, 8.3 or 8.4 until the approved buffer zone works for that Development Parcel have been implemented. The buffer zone works shall be retained and maintained in accordance with the details so approved.

Reason: To ensure that access to the flood defences is secured for maintenance, repairs and future replacement in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policies EQ2 and CS18 of the London Borough of Newham UDP.

Riverside path/U07 access

- LCS0.303. Notwithstanding the detail shown on the approved drawings for Development Parcel 8.1, no Development in Development Parcel 8.1 shall be Commenced until details (taking into account Thames Water operational requirements) of the replacement stairs and ramped access up from the riverside path and underpass U07 to the allotments, Development Parcel 8.1 and the Greenway (including seating along the ramped route) have been submitted to and approved by the Local Planning Authority. No part of Development Parcel 8.1 shall be occupied until the approved details have been implemented in full.

Reason: In the interest of maintaining connectivity and inclusive access in this part of the Site from the provision to be made in Post-Games Transformation Phase, and to facilitate the orderly approach to the construction of the Development in accordance with policies 6.1, 6.9, 6.10 and 7.5 of the London Plan, policies S2, INF1 and INF2 of the London Borough of Newham Core Strategy, and policies EQ2, EQ4, T14 and T23 of the London Borough of Newham UDP.

Greenway access through Development Parcel 8.1

- LCS0.304. The Zonal Masterplan for PDZ8 and any Sub Zonal Masterplan for SPDZ 8B shall include details of the levels, layout, surfacing and implementation phasing of the pedestrian/cycle link and tertiary street in Development Parcel 8.1 (as shown on drawing LCS-APP-DWG-ACS-PAR-PDZ9-001 Rev 002) which connects the Greenway to Bridgewater

Road bridge (taking into account Thames Water's operational requirements). The pedestrian/cycle link from the Greenway to Bridgewater Road bridge shall be completed in accordance with the approved details and made available for public use prior to the Occupation of Development in Development Parcel 8.1.

Reason: In the interest of improving connectivity in this area as early as practicable and to link into the London Borough of Newham cycling and walking route parallel to Stratford High Street in accordance with policies 6.1, 6.9, 6.10 and 7.5 of the London Plan, policies S2, INF1 and INF2 of the London Borough of Newham Core Strategy, and policies T14 and T23 of the London Borough of Newham UDP.

Maximum height of buildings in Development Parcel 8.4

LCS0.305. Notwithstanding the details in the parameter plans for Development Parcel 8.4 and the design code for PDZ 8, the maximum building height within Development Parcel 8.4 shall not exceed a height of 18.5m AOD and the maximum building frontage height within Development Parcel 8.4 shall not exceed a height of 15.5m AOD.

Reason: To protect the amenities and environment of local residents and to ensure the maximum building height within Development Parcel 8.4 shall not exceed a four storey residential building in accordance with policies 3.5, 7.1 and 7.4 of the London Plan, policy SP3 of the London Borough of Newham Core Strategy, and policy H17 of the London Borough of Newham UDP.

Nursery Facilities

LCS0.306. In respect of the ZMP and any SZMP for PDZ8, where such ZMP or SZMP is approved on the basis of the provision of one nursery facility no more than 678 Residential Units Permitted to be constructed in PDZ8 shall be Occupied until the obligation set out at paragraph 6.6.1 of Schedule 8 to the Section 106 Agreement has been carried out and discharged and where such ZMP or SZMP is approved on the basis of the provision of two nursery facilities no more than 469 Residential Units Permitted to be constructed in PDZ8 shall be Occupied until the obligation set out at paragraph 6.6.2(a) of Schedule 8 to the Section 106 Agreement has been carried out and discharged and no more than 886 Residential Units Permitted to be constructed in PDZ8 shall be Occupied until the obligation set out at paragraph 6.6.2(b) of Schedule 8 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of nursery facilities in PDZ8.

Managed Workspace

LCS0.307. In respect of the ZMP for PDZ8 and any SZMP for PDZ8A, where such ZMP or SZMP is approved on the basis of providing any part of the minimum provision of 930sq m of Managed Workspace as required by paragraph 8 of Schedule 9 to the Section 106 Agreement, no more than 740 Residential Units Permitted to be constructed in PDZ8 shall be

Occupied until the obligation set out at paragraph 8.4.2 of Schedule 9 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of Managed Workspace.

THE FOLLOWING CONDITIONS SHALL APPLY TO THE DEVELOPMENT IN PLANNING DELIVERY ZONE 12

Retail units

- LCS0.308. Within Planning Delivery Zone 12 no single unit shall exceed 200sqm net sales area within use classes A1, A2, A3, A4 or A5.

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with policies 2.15, 4.7, 4.8 and 4.9 of the London Plan, and policies SP6 and INF5 of the London Borough of Newham Core Strategy.

Greenway access through Development Parcels 12.1 and 12.2

- LCS0.309. The Zonal Masterplan for PDZ12 shall include details of the levels, layout, surfacing and implementation phasing of the pedestrian/cycle link in Development Parcels 12.1 and 12.2 (as shown on drawing LCS-APP-DWG-ACS-PAR-PDZ12-001 Rev 001) which connects the Greenway to Rick Roberts Way (taking into account Thames Water's operational requirements). No part of Development Parcels 12.1 and 12.2 shall be occupied until the pedestrian/cycle link from the Greenway to Rick Roberts Way has been completed in accordance with the approved details and made available for public use.

Reason: In the interest of improving connectivity in this area as early as practicable in accordance with policies 6.1, 6.9, 6.10 and 7.5 of the London Plan, policies S2, INF1 and INF2 of the London Borough of Newham Core Strategy, and policies T14 and T23 of the London Borough of Newham UDP.

Nursery Facility

- LCS0.310. No more than 200 Residential Units Permitted to be constructed in PDZ12 shall be Occupied until the obligation set out at paragraph 6.7.1 of Schedule 8 to the Section 106 Agreement has been carried out and discharged.

Reason: To give effect in this permission to the provisions in the Section 106 Agreement requiring the delivery of a nursery facility in PDZ12.

OLYMPIC CONSENTS AND STRATFORD CITY RELATIONSHIP

- LCS0.311. No Development shall be carried out pursuant to this permission on the Yellow Area unless such Development would not be physically incompatible with the:

- part of the Olympic Development which is authorised by the Olympic Consents to take place on the Yellow Area; and
- part of the Stratford City Development which is authorised by the Stratford City Consents to take place on the Yellow Area.

Reason: To regulate the Development on the parts of the Site which benefit from the Olympic Consents, from the Stratford City Consents and from this permission.

- LCS0.312. No Development shall be carried out above ground pursuant to this permission on the Purple Area unless such Development would not be physically incompatible with the part of the Olympic Development which is authorised by the Olympic Consents to take place above ground on the Purple Area.

Reason: To regulate the Development on the parts of the Site which benefit from the Olympic Consents and from this permission.

- LCS0.313. Upon any grant of permission in respect of planning application 12/90230/FULODA, no Development shall be carried out or further carried out pursuant to this permission on the Orange Area unless such Development would not be physically incompatible with the part of the development permitted under 12/90230/FULODA to take place on the Orange Area.

Reason: To regulate the Development on the parts of the Site which may benefit from any permission granted in respect of planning application 12/90230/FULODA and from this permission.

- LCS0.314. Upon any grant of permission in respect of planning application 12/90347/FUMODA, no Development shall be carried out or further carried out pursuant to this permission on the Blue Area unless such Development would not be physically incompatible with the part of the development permitted under 12/90347/FUMODA to take place on the Blue Area.

Reason: To regulate the Development on the parts of the Site which may benefit from any permission granted in respect of planning application 12/90347/FUMODA and from this permission.

- LCS0.315. Upon any grant of permission in respect of planning application 12/90349/FUMODA, no Development shall be carried out or further carried out pursuant to this permission on the Red Area unless such Development would not be physically incompatible with the part of the development permitted under 12/90349/FUMODA to take place on the Red Area.

Reason: To regulate the Development on the parts of the Site which may benefit from any permission granted in respect of planning application 12/90349/FUMODA and from this permission.

LCS0.316. In respect of the Pink Area, prior to carrying out any Development pursuant to this permission on the Pink Area a report shall be submitted to the Local Planning Authority detailing how any physically incompatible development between this permission and the Olympic Consents and the Stratford City Consents and planning application 12/90347/FUMODA is to be reconciled.

Reason: To regulate the Development on the parts of the Site which benefit from the Olympic Consents, from the Stratford City Consents, from this permission and any development that may be granted pursuant to planning application 12/90347/FUMODA.

Informatives:

1. Thames Water have highlighted the sensitive nature of the underlying chalk aquifer. In this location there is limited natural protection in the form of approximately 25m of low permeability sands, silts and clays overlying Thanet Sands, overlying the chalk. If works are likely to penetrate more than 15mbgl the applicant is advised to consult Thames Waters' Groundwater Resources Team on 01189642788.
2. Thames Water have indicated that better advice can be given once the drainage strategy for the development has been issued, and early contact with the Thames Water Developer Services Department on telephone number 0845 8502777 is recommended. The drainage strategy should indicate the proposed discharge rates compared to those existing, together with the proposed alterations to the connection points to the public system, and should be submitted as soon as possible.
3. Thames Water have indicated that an impact study may be required to determine points of connection and what network upgrades if any.
4. The applicant is advised to enter into discussions with HS1 and their Engineer, Network Rail (CTRL) early in the design process to assist in identifying any likely effects of the development on HighSpeed1 or HS1 Property. Contact: Ray Agozzino at HS1 Ltd, 73 Collier Street, London, N1 9BE
Ray.Agozzino@Highspeed1.co.uk.
5. In the event that during construction cranes or scaffolding are required at a higher elevation than that of the highest part of the planned development (96m AOD), the applicant is advised to consult with London City Airport. Crane operators at the Development should be made aware of the British Standard Code of Practice for the safe use of Cranes, British Standard Institute 7172: Part 1: 1989 (as amended).
6. Condition LCS0.63 shall not prevent non-noisy start up and shut down activities for 30 minutes either side of the permitted hours of work.
7. Where a Condition states that the Condition can be discharged on a PDZ and/or Development Parcel basis and the Condition is discharged accordingly, any Commencement or Occupation restriction in that Condition shall be deemed to be a restriction on the Commencement or Occupation of that PDZ or Development Parcel (as appropriate). Where a Condition can be discharged on a PDZ or Development Parcel basis, the Condition may also be discharged

on the basis of another geographical area with the prior written approval of the Local Planning Authority.

8. Where a Condition refers to a specific policy and/or guidance and such policy and/or guidance is subsequently withdrawn or revoked and not replaced, the Developer and the Local Planning Authority shall agree appropriate alternative policy and/or guidance that shall apply to such Conditions.
9. The development of this site may damage archaeological remains. The applicant should therefore submit detailed proposals to the Local Planning Authority in the form of an archaeological project design. This design should be in accordance with the appropriate English Heritage guidelines.
10. Any soil treatment process will require licensing under the Mobile Plant Licensing regime or the environmental permitting regime as agreed with the Environment Agency.
11. The Local Planning Authority shall consult with Transport for London in relation to approvals and authorisations required to be provided pursuant to this permission that may relate to the Transport for London Road Network or public transport provision within TfL's jurisdiction or may impact TfL's ability to meet its obligations and duties as London's strategic highway authority, traffic management authority and provider of transport services. This includes (but is not necessarily limited to) consultation required pursuant to Conditions LCS0.1 to LCS0.4, LCS0.12, LCS0.25, LCS0.27, LCS0.31, LCS0.32, LCS0.33, LCS0.35, LCS0.41, LCS0.44, LCS0.48, LCS0.49, LCS0.53, LCS0.54, LCS0.56, LCS0.57, LCS0.58, LCS0.59, LCS0.60, LCS0.61, LCS0.63, LCS0.69, LCS0.70, LCS0.77, LCS0.78, LCS0.86, LCS0.88, LCS0.92, LCS0.135, LCS0.163, LCS0.191, LCS0.192, LCS0.193, LCS0.194, LCS0.195, LCS0.198, LCS0.201, LCS0.203, LCS0.204, LCS0.205, LCS0.208, LCS0.209, LCS0.210, LCS0.213, LCS0.225, LCS0.226, LCS0.228, LCS0.229, LCS0.230, LCS0.231, LCS0.232, LCS0.234, LCS0.236, LCS0.237, LCS0.245, LCS0.249, LCS0.251, LCS0.252, LCS0.255, LCS0.257 and LCS0.263 and generally, in relation the Local Planning Authority's consideration of reserved matters applications as per the specification outlined at Annexure 3.
12. The reference in Conditions LCS0.230 and LCS0.231 to the required provision of a bus stand capable of accommodating an additional 2 buses, means providing the space for two buses over and above what is currently provided (or provided as part of a normal service).
13. The Zonal Masterplan and applications for Reserved Matters approvals in respect of PDZ6 may be submitted to the Local Planning Authority at the same time.
14. The applicant is advised that the Local Planning Authority expects that the design of the development within Development Parcel 8.4 shall be no more than 4 storeys high, in accordance with the letter from Andrew Altman to Justin Murphy dated 27 June 2012 sent in response to the debate at the ODA Planning Committee meeting regarding the impact on neighbouring properties.

Reasons for Approval:

In accordance with Article 31 of the Town and Country Planning (Development Management Procedure) (England) Order 2010, the following is a summary of the reasons for the grant of planning permission.

The development plan comprises the London Plan (July 2011), the London Borough of Hackney UDP 1995 (saved policies in accordance with the direction from the Secretary of State), the London Borough of Hackney Core Strategy (adopted November 2010), the London Borough of Newham UDP 2001 (saved policies in accordance with the direction from the Secretary of State), the London Borough of Newham Core Strategy (January 2012), the London Borough of Tower Hamlets UDP 1998 (saved policies in accordance with the direction from the Secretary of State) and the London Borough of Tower Hamlets Core Strategy (September 2010).

These Reasons for Approval include a summary of the relevant planning policies as identified in the report to the ODA Planning Committee of 26th June 2012 and in the update reports thereto. The Planning Committee reached its decision on the planning application on the basis of the planning application documentation, the Environmental Statement, the report, the update reports, the presentations at the Committee made by both the Planning Decisions Team Officers and the applicant, including the application drawings and the comments of the speakers who addressed the Planning Committee speaking against the Recommendation.

The Minutes of the 26th June 2012 ODA Planning Committee meeting provide a detailed record of the discussion, debate and voting at the Committee meeting and the main issues raised in the consideration and determination of the application. The Minutes are available for inspection. The following issues, in particular, were discussed at the meeting:

- Departures from the Borough Core Strategies with respect to loss of allocated employment land and open space in PDZ5 (Hackney Wick);
- Whether there was sufficient provision for affordable housing proposed within the Development and the operation of the proposed 'Viability Review mechanism' within the Heads of Terms of the s.106 legal agreement, with respect to determining the final provision within each PDZ (other than 6) for affordable housing between a minimum of 20% and a target of 35% of the Development;
- The level of rent for social housing in the affordable rent category and how this was to be calculated in respect of the operation of the Viability Review Mechanism
- Open space loss in particular with respect to the proposals for development within PDZ5 Development Parcels 5.6, 5.7 and 5.8 and whether the parameters of the Development could be amended so as to enable the parkland to be enlarged;
- Connectivity and accessibility to the parklands from the Hackney Wick area and with the inherited Post games Transformation infrastructure within the Olympic Park and with key connections into the surrounding communities;

- The transport impact of the Development and the amount of car parking provision;
- The provision for cycle parking and facilities within the proposed Development;
- The density of the proposed Development in Development Parcels 5.6, 5.7 and 5.8 and relationship of the Development to the retained IBC/MPC buildings.
- The proposed provision for secondary schools within the Development and the review mechanism associated with the location of the secondary school in PDZ12;
- Whether the education needs of the scheme and the wider area are being met by the proposed provision of schools and nurseries within the Development. Whether the provision of a primary school within PDZ4 (Fish Island) was in compliance with the relevant Area Action Plan;
- The design of the proposed housing and whether this would conform to the Mayor of London's Housing Design Guide;
- The height parameters of the Development proposed within Development Parcel 8.4;
- The adoption of highways and estate management proposals;
- The proportion of nomination rights for affordable housing proposed to be given to the GLA; and
- The remit of the proposed Quality Review Panel.

Members requested that amendments and additions be made to the recommended conditions to:

- Restrict the height of any building within Development Parcel 8.4 to a maximum AOD height equivalent to a four storey residential building;
- Reduce the building line of the ground and upper floors along the eastern edge of the Development parcels 5.6, 5.7 and 5.8 by a significant amount, with authority delegated to the Director of Planning Decisions to determine an appropriate set back taking account of the views of the Committee;
- Require all residential units to conform with the London Housing Design Guide;
- Include the wording 'and such surveys shall also survey the views of the occupants of the Development as to the adequacy of the social and community facilities available to occupants' at the end of the Population Review condition.

On balance and taking into account material considerations, the Committee resolved to approve the planning application subject to the conditions as set out in the reports as updated and as revised by the Committee and as delegated to the Director of Planning Decisions, subject to the relevant statutory planning referrals and subject to the signing of a legal agreement under s.106 of the Town and Country Planning Act 1990.

With respect to statutory planning referrals, both the Mayor of London and the Secretary of State confirmed that they were content for the ODA as Local Planning Authority to determine the planning application.

Each of the reasons set out below reflects the topic and issue based approach in volume 2 of the report to the ODA Planning Committee. Each reason is structured in the same way, in that within each topic covered the principal issues are summarised, then any principal objections are considered and conclusions summarised with respect to development plan considerations. The relevance of Section 5(5) of the London Olympic Games and Paralympic Games Act is also highlighted.

1. GENERAL OVERVIEW AGAINST POLICY

The principle of the acceptability of the Development has been considered in the light of a range of national, London-wide and local planning policy.

National planning policy is set out within the National Planning Policy Framework (NPPF) March 2012. The NPPF establishes a presumption in favour of sustainable development and sets out a series of core principles for the planning system. The broad aims of the NPPF are considered to have been met within the scheme, providing the potential to deliver a significant number of new homes and business floorspace within an intrinsically sustainable location.

The scheme has also been shown to be capable of providing for and meeting its social and physical infrastructure needs. It is also considered to have the potential to provide for delivery of high quality design and adequate amenity as development is delivered over time, through the establishment of a framework built around the development parameters and the site wide and zone specific design codes and the requirements established in the proposed planning obligations and conditions, while having the ability to meet the current and emerging sustainability requirements in planning policy. Overall, the scheme is considered to be capable of meeting the relevant key policy objectives of national planning policy set out in the NPPF.

The proposals within the application are considered to be in accordance with London Plan policy 2.4 in that it would contribute towards the implementation of a viable and sustainable legacy and make a significant contribution towards meeting the housing targets in London Plan Policy 3.3. The scheme is also either implicitly or explicitly considered to have addressed the sustainability, energy, water, climate change, transport and connectivity, accessibility, equalities and other strategic goals set out in the London Plan and the Lower Lea Valley OAPF/Draft Olympic Legacy SPG and represents a specific opportunity to develop this location into a new part of east London which is well connected and integrated with its surrounding areas and communities.

The Hackney Core Strategy (2010) and pre-submission draft of the Hackney Wick Area Action Plan (2012) are relevant. The proposals within the application are generally consistent with the principles set out in the Hackney Core Strategy and the area action plan, providing for a range of uses within this part of the scheme, including a significant level of housing provision, primarily with good access to the Olympic Park and with a potentially significant portion of affordable housing and family housing.

The proposals are considered to meet the requirement to "achieve a lasting Olympic Legacy benefiting local residents by providing new jobs, homes, services and facilities

which are well integrated with the surrounding neighbourhoods” as set out in the LB Newham Core Strategy.

Tower Hamlets Core Strategy and the submission version Fish Island Area Action Plan (January 2012) are the relevant. Policy SO2 within the Core Strategy focuses on maximisation of the benefits from the 2012 Games both in creating physical regeneration and improvements to connectivity and in the stimulation of wider economic growth and community participation. In particular the policy envisages “regenerating Fish Island to facilitate a better connected place that responds to its surroundings by connecting Bow to the Olympic Legacy area, Stratford City and wider transport links”.

The submission version of the Fish Island Area Action Plan envisions Fish Island East as becoming a “new residential community with up to 900 new homes coming forward through the Olympic Legacy. The character will be defined by medium density housing for families with easy access to the waterways, parks, sports and leisure facilities inherited from the 2012 Games. A new school, playing fields, community facilities and a local park will provide a focus for new communities in Fish Island East”.

With the proposal for residential floorspace that would indicatively equate to 651 new homes, a primary school with playing fields and public open space and parkland including a new canal side park, the Legacy Communities Scheme application proposals for PDZ4 can be seen to be broadly consistent with the Tower Hamlets adopted and emerging planning policy.

While the Legacy Communities Scheme redline does not include land within the London Borough of Waltham Forest, the scheme is considered to have potential to address the economic, housing and regeneration needs and aspirations of those areas that surround the application site, including areas of Waltham Forest and so can, in principle, be seen to be in accordance with those strategic aspirations.

Departure from Policy and Objections

One area of conflict with London Plan policy has been considered in relation to the encroachment of development onto areas in PDZ2 and PDZ5 that are currently approved to become part of the Post Games Transformation permanent parklands with an impact on the potential for publicly available open space and habitats and species identified in the Olympic Park Biodiversity Action Plan policies 7.17 Metropolitan Open Land, Policy 7.18 Protecting Local Open Space and Policy 7.19 Biodiversity and Access to Nature being relevant. However, the proposed s.106 legal agreement will secure at least an equivalent amount of publicly accessible open space and BAP habitat as that approved under the Olympic planning permissions and in addition, the Development proposes additional open space such that up to 110 ha of open space is secured. As a result, the overall increase in open space and BAP habitat is considered to outweigh the loss associated with the encroachment of the Development onto previously approved areas of open space within the Olympic Park.

Two policy issues arise in this part of Hackney Wick, each of which represents a departure from the adopted development plan. Both are in relation to the predominantly residential development parcels that front the parklands, to the east of Waterden Road.

The LDF Proposals Map that accompanies the Core Strategy identifies much of this area as Strategic Industrial Land, while the area around the Handball Arena/Copper

Box' is designated as an 'Other Industrial Area'. The submission AAP, however, has highlighted the potential for a greater mix of uses in the area around the Handball Arena, while also referring to the potential for affordable and family housing in the mix of uses and includes identification of the potential for a new school in the broad location that this application proposes a new primary school. While recognising that there is an in-principle departure from adopted development plan policy, the emerging guidance in the pre-submission AAP along with the general mix of development, including employment floorspace can be also be linked to the significant new business and employment potential provided by the Legacy IBC and MPC just outside of the redline boundary of the application is considered, on balance and taking into account the overall achievement of a range of strategic and local policy objectives in the wider scheme, as justifying this element of departure from the adopted plan. In reaching this conclusion it has also been noted that a significant element of employment floorspace is included within the zonal mix and falls within the areas subject to the employment land designations.

The second area of departure is that of encroachment of the development platforms to the east of Waterden Road on to permitted Legacy Parkland which is also designated as 'Potential New Open Space' on the Hackney Proposals Map and reflects the matter. However, the proposed s.106 legal agreement will secure at least an equivalent amount of publicly accessible open space and BAP habitat as that approved under the Olympic planning permissions and in addition, the Development proposes additional open space such that up to 110 ha of open space is secured. As a result, the overall increase in open space and BAP habitat is considered to outweigh the loss associated with the encroachment of the Development onto previously approved areas of open space within the Olympic Park.

These issues were raised as points of objection by the London Borough of Hackney. The Planning Committee discussed the points relating to employment land and encroachment of the development platforms into the permitted Post Games Transformation parklands. Members agreed that they accepted the principle of departure from the employment land designation presented by the application proposals in Planning Delivery Zone 5. They also determined to add a new planning condition which requires a set back of the development platforms (5.6, 5.7 and 5.8) fronting the parkland in order to address the issue of encroachment onto the permitted Post Games Transformation Parkland. A planning condition has been attached to the planning permission to require this set back.

Conclusion

In conclusion, the principle of the proposal contained within the application is considered to accord with relevant national, London-wide and borough planning policies. The objection raised by the London Borough of Hackney in respect of Strategic Industrial Land and 'Other Industrial Area' designations is considered to have been adequately addressed and discussed by Members at Planning Committee, while encroachment of the scheme development on to Post Games Transformation Parkland has been considered by Planning Committee Members and a condition imposed, as required by Members, that requires a set back of development to ensure that this matters is adequately mitigated. Where instances of departure from planning policy have been identified it is considered that these are local, of limited impact and are considered to have been appropriately mitigated through the provisions of the S106 Legal Agreement and conditions. On balance, therefore, officers consider the proposals within the planning application to be acceptable in principle and would accord with the following policies:

London Plan

2.4 The 2012 Games and their Legacy The Mayor will work with partners to develop and implement a viable and sustainable legacy for the Olympic and Paralympic Games to deliver fundamental economic, social and environmental change within east London, and to close the deprivation gap between the Olympic host boroughs and the rest of London. This will be London's single most significant regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially young people), driven by community engagement.

3.3 Increasing Housing Supply The Mayor recognises the pressing need for more homes in London in order to promote opportunity and provide a real choice for all Londoners in ways that meet their needs at a price they can afford. The Mayor will seek to ensure that identified housing need is met consistent with at least an annual average of 32,210 net additional homes across London. Boroughs should seek to achieve and exceed the relevant minimum borough annual average housing target.

7.17 Metropolitan Open Land Promotes its extent and extension in appropriate circumstances and protection from development having an impact on the openness of MIL. The strongest protection should be given to MOL and inappropriate development refused except in very special circumstances.

7.18 Protecting Local Open Space: The loss of local protected open spaces must be resisted unless equivalent or better quality provision is made within the local catchment area. Replacement of one type of open space with another is unacceptable unless an up to date needs assessment shows that this would be appropriate.

7.19 Biodiversity and access to nature: Development proposals should: (a) make a positive contribution to the protection, enhancement, creation and management of biodiversity; (b) prioritise assisting achievement of targets in biodiversity action plans and/or improve access to nature in areas deficient in accessible wildlife sites; (c) not adversely affect the integrity of European sites, and be resisted where they have significant adverse impact on European or nationally designated sites, or on the population or conservation status of protected species, or a priority habitat identified in a UK, London, appropriate regional or borough BAP.

London Borough of Hackney Core Strategy and Hackney Wick Area Action Plan

Policy 5 - Hackney Wick New Community

Seeks employment led mixed development with connection to Stratford and Hackney Central that takes account of strategic industrial and priority employment designations, Olympic Legacy opportunities, including provision of new open space and a linear park adjacent to the River Lea as well as strategic industrial and priority employment designations. Capacity for 87,000m² of employment space, upgraded station access with commercial development and approximately 620 net additional homes is identified. Other uses would include retail, creative industry, new park and legacy facilities. Development will need to contribute to improve connectivity to the area by public transport, walking and cycling.

Policy 16 – Employment Opportunities

Seeks to address unemployment and facilitate access to jobs by promoting training opportunities for the local population, increasing employment offer in the borough and allocating land for employment purposes. Encourages the provision, use and growth of education and other training facilities in areas of need or areas of existing or future employment clusters, including Hackney Wick.

Policy 17 – Economic Development

Encourages economic development, growth and effective use of land through the identification and regeneration of sites for employment generating uses, the promotion of employment clusters and the encouragement of mixed use development with a strong viable employment component. Encourages economic diversity through supporting existing businesses and business development, and facilitating the location of micro and medium companies in the borough.

Hackney Wick AAP policies

Policy 03 – Public Realm and Open Space

All new development will be required to make a positive contribution to the quality of the public realm and open space.

Policy 06 – Land Use Principles

Development should comply with the designations contained in the document. For employment the range and types of uses in Strategic Industrial Locations should be in accordance with those prescribed in the London Plan; existing industrial capacity will be protected. Mixed use development is permitted subject to industrial needs and demands being met. New development should provide for a range of employment space.

London Borough of Newham Core Strategy

Policy S1 Spatial Strategy: seeks to focus major development proposals in the Arc of Opportunity which includes the Olympic Park.

Policy S2 Stratford and West Ham: Provides for approximately 19,700 new homes in this area, the majority on identified Strategic Sites. Stratford regarded as an employment hub and centre for strategic retail growth, focusing office and tall building development in this area. Development should contribute to measures to integrate the existing town centre with Stratford City, investment in its regeneration and the creation of a vibrant Metropolitan Centre.

London Borough of Tower Hamlets Core Strategy

Policy S02 Maximising the benefits of Olympic Legacy: seeks to maximise the benefits and opportunities offered by the 2012 Olympic and Paralympic Games and its legacy through: working closely with the appropriate authorities to ensuring a collaborative approach to the planning and implementation of the Olympic Legacy; regenerating Fish Island; delivering High Street 2012; assisting in the creation of the Lea River Park to link the Olympic Legacy Area and Lea Valley Regional Park with the Thames; significant investment in Victoria Park; taking full advantage of people visiting the borough to stimulate the local economy; supporting communities participation in activities, sports and opportunities linked to the Olympics and Olympic Legacy; stimulating economic regeneration through the creation of new local employment, enterprise and business opportunities

London Olympic Games and Paralympic Games Act

The application would also accord with the London Olympic Games and Paralympic Games Act 2006 in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them as set out in Section 5 (5)b of the Act,

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

2. CONVERGENCE AND REGENERATION OBJECTIVES

The proposed housing, employment generating and social infrastructure uses proposed within the application would make a significant contribution to meeting the regeneration and convergence objectives set out in London Plan policy and the host Borough Strategic Regeneration Framework. There is long standing planning policy and guidance support for regeneration of the Olympic Park and since the early approved masterplans for this site, housing has been identified as a major component of the legacy land uses. In addition, within both the LCS on its own and, more importantly, in concert with the retained venues and facilities, development within the Olympic Park would result in a significant new employment offer.

The Development proposals include new social infrastructure, affordable housing, open space including play areas, sustainable design and construction measures and transport facilities to meet the needs of the Development. The recommended conditions and s.106 legal agreement have appropriately captured these requirements together with additional measures for employment and training, social infrastructure delivery and affordable and family housing provision, sustainable design and the phasing and delivery of development. The particular viability constraints which affect the scheme have resulted in the identification of priorities for s.106 item delivery and funding. The package of measures secured appropriately reflects the broad regeneration priorities as set out in strategic and local policies.

Comments and Objections

The Olympic Park host boroughs have either confirmed their support for the application or in the case of LB Hackney and LB Tower Hamlets whilst objecting on specific planning issues, have acknowledged the contribution that this residential-led, mixed use development would make to meeting the convergence and regeneration objectives

and policies as set out in their Core Strategies. The objections to the application from LB Tower Hamlets and LB Hackney and the related matters raised by Members of the ODA Planning Committee during its consideration of the application on the grounds of insufficient provision of affordable housing, loss of employment land and open space and car parking proposals in excess of Borough standards and how these issues have been considered, are summarised in the relevant Reasons for Approval sections on those issues.

Conclusion

Subject to the proposed conditions and s 106 legal agreement obligations it is considered that the application is in accordance with the following development plan policies:

London Plan

Policy 2.4 – The 2012 Games and their Legacy Strategic

The Mayor will work with partners to develop and implement a viable and sustainable legacy for the Olympic and Paralympic Games to deliver fundamental economic, social and environmental change within east London, and to close the deprivation gap between the Olympic host boroughs and the rest of London. This will be London's single most significant regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially young people), driven by community engagement.

LB Hackney Core Strategy

Policy 5 – Hackney Wick New Community

The Olympic Legacy will bring significant regenerative changes to this area. Development will need to contribute to improve connectivity to the area by public transport, walking and cycling. Development will be required to take account of the identified flood risk designations. Sustainable solutions will be required to reduce flood risk to and from development. The Council will work in partnership to develop a strategic flood risk management scheme for the area, designed to alleviate flood risk.

Policy 16 – Employment Opportunities

Seeks to address unemployment and facilitate access to jobs by promoting training opportunities for the local population, increasing employment offer in the borough and allocating land for employment purposes. Encourages the provision, use and growth of education and other training facilities in areas of need or areas of existing or future employment clusters, including Hackney Wick.

Policy 17 – Economic Development

Encourages economic development, growth and effective use of land through the identification and regeneration of sites for employment generating uses, the promotion of employment clusters and the encouragement of mixed use development with a strong viable employment component. Encourages economic diversity through supporting existing businesses and business development, and facilitating the location of micro and medium companies in the borough.

LB Newham Core Strategy

Policy S1 _ Spatial Strategy: seeks to focus major development proposals in the Arc of Opportunity which includes the Olympic Park.

Policy S2 – Stratford and West Ham: Provides for approximately 19,700 new homes in this area, the majority on identified Strategic Sites. Stratford regarded as an employment hub and centre for strategic retail growth, focusing office and tall building development in this area. Development should contribute to measures to integrate the existing town centre with Stratford City, investment in its regeneration and the creation of a vibrant Metropolitan Centre.

Policy J1 – Investment in the New economy: seeks to facilitate the shift in the borough's economy from traditional industrial activity to one based on services and higher value industry, focused on Olympic Legacy opportunities.

LB Tower Hamlets Core Strategy policies

Policy S01 Delivering Tower Hamlets regional role: seeks to fulfil the Borough's gateway role in the Thames gateway, supporting Stratford and the Lower Lea valley as key drivers of sub-regional growth.

Policy S02 Maximising the benefits of Olympic Legacy: seeks to maximise the benefits and opportunities offered by the 2012 Olympic and Paralympic Games and its legacy through: working closely with the appropriate authorities to ensuring a collaborative approach to the planning and implementation of the Olympic Legacy; regenerating Fish Island; delivering High Street 2012; assisting in the creation of the Lea River Park to link the Olympic Legacy Area and Lea Valley Regional Park with the Thames; significant investment in Victoria Park; taking full advantage of people visiting the borough to stimulate the local economy; supporting communities participation in activities, sports and opportunities linked to the Olympics and Olympic Legacy; stimulating economic regeneration through the creation of new local employment, enterprise and business opportunities

London Olympic Games and Paralympic Games Act 2006

The proposed Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and

(e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

3. TRANSPORT AND CONNECTIVITY

The submitted planning application and the accompanying Environmental Statement, Transport Assessment (TA) and Regulation 22 response described the transport impacts of the proposal on the road networks and public transport, and identified necessary mitigation at certain junctions and to public transport services. The LCS proposal uses and builds upon the enhanced infrastructure inherited from the Games phase and post-Games Transformation phases in terms of the public transport improvements (Stratford regional station with the Underground lines, Overground and DLR services, Stratford International station, and the bus service enhancements), as well as the road networks, pedestrian and cycle facilities and off-site enhancements funded through the OPTEMS Group.

The impacts on the surrounding road networks require mitigation to be delivered appropriately, and will mainly focus on mitigating impact on pedestrians and cyclists. Suitable mechanisms for delivery of these off-site mitigations are agreed through the Construction Transport Management Plan and by the Legacy Transport Group. Improved permeability across the Olympic Park site and connectivity with neighbouring developments and existing communities will result from the provision of the bridge links to the west as well as the additional roads, footpaths and cycle routes within the proposed Development. The comprehensive networks of bridges, footpaths and cycle routes together with the retained post-Games networks will be incorporated into the urban design and landscape of the Olympic Park, and allow for high levels of connectivity between the existing and future communities.

The Development provides a real choice of sustainable transport modes in a location where sustainable transport modes can be maximised, and with improvements to the transport network to be included on the permission. Conditions and section 106 obligations are included to mitigate the impacts of the scheme on the highway network, public transport network, and walking and cycling links, and to ensure provision of items within the application site such as cycle parking, car clubs, restricted parking provision and controlled parking zones. Funding will be provided through the section 106 obligation for off-site works (including contributions towards the upgrade of Hackney Wick station, and towards providing a south-west access to Stratford regional station), and to improve bus services for the site. The mix of uses proposed would allow for most local trips to be made by walking and cycling, especially to the proposed new schools, shops and services, and bus, Overground, DLR or tube trips to further locations.

At the ODA Planning Committee meeting, the Committee Members enquired of the Applicant whether it was intended for all of the roads to be adopted by the respective highways authorities, to prevent any restrictions on movement in the area. The Applicant stated that the streets will feel like any other street in London, with some adopted roads, and will be subject to estate management plans (to be required by condition); there will be no gates around communities, and there will be a focus on public accessibility and openness. Issues raised at Planning Committee by Members and objectors regarding the level of parking provision proposed, connectivity and how these have been addressed are summarised in the Objections section below.

Objections

The main objection points with respect to the transport impacts of the proposal related to the proposed amount of parking being considered in excess of the LB Hackney and LB Tower Hamlets' standards, the assumed mode split, the assumed use of public transport capacity and the need to encourage cycling with high quality cycling facilities. These concerns have all been addressed by measures contained in relevant conditions and the section 106 agreement which:

- Set maximum car parking standards per use category and dwelling size for each PDZ, including provision for car clubs and requiring monitoring of traffic generation to inform the parking provision of later phases. The car parking provision is set below the London Plan maximum provision, and is required to be reviewed for later phases of the Development when monitoring information will be available.
- Set the minimum cycle parking standards per use and dwelling size for each PDZ and require further details of the cycle facilities (number of spaces, design of the spaces and lanes).
- Include monies towards improving off-site connectivity for pedestrians, cyclists and public transport, as well as contributions towards bus services, the upgrade of Hackney Wick station and a south-western access to Stratford regional station. Mayoral CIL for Crossrail will also be paid.
- Require the delivery of on-site transport infrastructure, including new pedestrian and cycle bridges and routes.

At the ODA Planning Committee, objectors commented on the quality of cycling provision in the scheme, and the car parking provision. Conditions require further detail on the cycle parking and highway design to come forward at both Zonal Masterplan and in the Reserved Matters stages. The car parking provision is within London Plan maximum provision, although above the standards in the policies of the London Boroughs of Hackney and Tower Hamlets. As Officers recognise the family housing focus of the scheme and the viability impact of reducing parking further than the included conditions, the maximum car parking provision above the London Boroughs of Hackney and Tower Hamlets standards is considered to be acceptable, and will be reviewed for later phases in response to the required trip generation monitoring.

Conclusion

The Development would benefit from the highway and public transport improvements made in preparation for the 2012 Games, as set out by section 5(5)(b) of the London Olympic Games and Paralympic Games Act 2006. Whilst the provision for car parking is above London Boroughs of Hackney and Tower Hamlets standards, this is justified in this case on the family housing basis of the scheme and the viability impact of reducing car parking further than the proposed conditions and proposed future review of parking provision. Provision is within London Plan policy standards. The proposal would accord with relevant development plan policies subject to the imposed conditions together with the section 106 agreement obligations regarding the provision of further details on car and cycle parking, car clubs, travel plans, provision for off-site transport mitigation mainly through the Legacy Transport Group and bus service contributions, construction transport measures, and with respect to transport details within the site. Given these benefits to connectivity and the secured mitigation of the predicted adverse transport impacts, the Development is considered to generally accord with the provisions of the following development plan policies:

London Plan

Policy 2.4 The 2012 Games and their Legacy Strategic

The Mayor will work with partners to develop and implement a viable and sustainable legacy for the Olympic and Paralympic Games to deliver fundamental economic, social and environmental change within east London, and to close the deprivation gap between the Olympic host boroughs and the rest of London. This will be London's single most significant regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially young people), driven by community engagement.

Policy 6.1 – Strategic approach (Transport)

Seeks closer integration of transport and development through identified schemes and proposals and by: (a) encouraging patterns and nodes of development that reduce the need to travel; (b) seeking to improve the capacity and accessibility of public transport, walking and cycling, particularly in areas of greatest demand; (c) supporting development that generates high levels of trips at locations with high public transport accessibility and/or capacity; (d) improving interchange between different forms of transport, particularly around major rail and underground stations; (e) seeking to increase the use of the Blue Ribbon Network; (f) facilitating the efficient distribution of freight while minimising its impacts on the transport network; (g) supporting measures that encourage shifts to more sustainable modes; (h) promoting greater use of low carbon technology; (i) promote walking by ensuring an improved public realm; (j) seeking to ensure that all parts of the public transport network can be used safely, easily and with dignity by all Londoners. Seeks an approach to the management of streetscape that takes account of the different roles of roads for neighbourhoods and road users, promoting public transport and other sustainable means of transport and high quality public realm.

Policy 6.2 – Providing public transport capacity and safeguarding land for transport

Seeks to improve the integration, reliability, quality, accessibility, frequency, attractiveness, and environmental performance of the public transport system; coordinate measures to ensure that the transport network is safe and secure; increase the capacity of the public transport system over the plan period. Development proposals that do not provide adequate safeguarding for the identified schemes should be refused.

Policy 6.3 – Assessing effects of development on transport capacity and safeguarding land for transport

A) Development proposals should ensure that impacts on the transport network are fully assessed. Development should not adversely affect safety on the transport network. B) Where existing transport capacity is insufficient to allow for the travel generated by proposed developments and there are no firm plans to increase capacity, proposals should be phased until requirements can be met or may otherwise be refused. The cumulative effects of development on transport requirements must be taken into account. C) Transport Assessment will be required in accordance with TfL's Transport Assessment Best Practice Guidance. Workplace and/or residential travel plans should be provided for applications exceeding the thresholds in the guidance. Construction logistics plans and delivery and servicing plans should be secured in line with the London Freight Plan.

Policy 6.4 – Enhancing London's Transport Connectivity

The Mayor will work with strategic partners in neighbouring regions to ensure effective transport policies and projects to support the sustainable development of the London city region and the wider south east of England, and to develop efficient and effective cross-boundary transport services and policies. The Mayor will work with strategic

partners to improve the public transport system in London, including cross-London and orbital rail links to support future development and regeneration priority areas, and increase public transport capacity by; implementing Crossrail; completing upgrades to, and extending, the London Underground network; implementing a high frequency London-wide service on the national rail network; enhancing the different elements of the London Overground network; completing the Thameslink programme; developing the Chelsea–Hackney line (Crossrail 2); improving and expanding London's international and national transport links for passengers and freight; seeking improved access by public transport to airports, ports and international rail termini; improving the reliability, quality and safety of inter-regional rail services; enhancing the Docklands Light Railway and Tramlink networks; and providing new river crossings LDF preparation.

Policy 6.5 – Funding Crossrail and other strategically important transport infrastructure

Contributions will be sought towards the implementation of Crossrail from developments likely to add to, or create, congestion on London's rail network that Crossrail is intended to mitigate. The Mayor's guidance on the "Use of Planning Obligations in the Funding of Crossrail" should be taken into account in the handling of planning applications.

Policy 6.7 – Better streets and surface transport

The Mayor will work with TfL and boroughs to implement London wide improvements to the quality of bus, bus transit and tram services.

Policy 6.8 – Coaches

The Mayor will work with all relevant partners to provide easier access to the coach network.

Policy 6.9 – Cycling

The Mayor will seek to increase the modal share for cycling to five per cent by 2026 and (a) identify, promote and complete the Cycle Superhighways shown in Map 6.2; and (b) implement the central London cycle hire scheme and identify sites for expansion/additional standard alone schemes in outer London. Developments should provide integrated and accessible cycle parking facilities in line with the minimum standards; provide on-site changing facilities and showers for cyclists; facilitate the Cycle Super Highways.

Policy 6.10 – Walking

Seeks a significant increase in walking in London, by emphasising the quality of the pedestrian and street environment, including the use of shared space principles – promoting streetscape, de-cluttering and access for all. Development proposals should ensure high quality pedestrian environments and emphasise the quality of the pedestrian and street space.

Policy 6.11 – Smoothing traffic flow

DPDs should develop an integrated package of measures drawn from the following; promoting local services to reduce the need to travel; improving the extent and quality of pedestrian and cycling routes; making greater use of the Blue Ribbon Network; improving the extent and quality of public transport; development intelligent transport systems to convey information to transport users; developing integrated and comprehensive travel planning advice; promoting and encouraging car sharing and car clubs; smoothing traffic flows to improve journey time reliability; applying corridor management to ensure that the needs of street users and improvements to the public

realm are dealt with in a coordinated way; and promoting efficient and sustainable arrangements for the transportation and delivery of freight.

Policy 6.12 – Road network capacity

The Mayor supports the need for limited improvements to London's road network. In assessing proposals for increasing road capacity, including new road, account should be taken of (a) the contribution to London's sustainable development and regeneration including improved connectivity; (b) the extent of any additional traffic and any effects its will have on the locality, and the extent to which congestion is reduced; (c) how net benefit to London's Roads can be provided; (d) how conditions for pedestrians, cyclists, public transport users, freight and local residents can be improved; (e) how safety for all is improved. Proposals should show a net benefit across these criteria when taken as a whole. All proposals must show how any dis-benefits will be mitigated.

Policy 6.13 – Parking

The Mayor wishes to see a balance being struck between promoting new development and preventing excessive car parking provision that can undermine cycling, walking and public transport use. The maximum standards set out in Table 6.2 in the Parking Addendum should be applied to Planning applications. Developments must (a) ensure that 1 in 5 spaces provide an electrical charging point; (b) provide parking for disabled people; (c) meet the minimum cycle parking standards set out in Table 6.3; (d) provide for the needs of businesses for delivery and servicing.

Policy 6.14 – Freight

Seeks to improve freight distribution and promote movement of freight by rail and waterway. Encourages development proposals that generate high numbers of freight movement to be located close to major transport routes; and promotes the uptake of the Freight Operators Recognition Scheme, construction logistics plans and delivery and servicing plans; encourages increase in the use of the Blue Ribbon Network for freight transport.

London Borough of Hackney Core Strategy

Policy 2 – Improved railway corridors

The Council will support improvements to the public realm including walking and cycling routes to the stations.

Policy 5 – Hackney Wick New Community

The Olympic Legacy will bring significant regenerative changes to this area. Development will need to contribute to improve connectivity to the area by public transport, walking and cycling. Development will be required to take account of the identified flood risk designations. Sustainable solutions will be required to reduce flood risk to and from development. The Council will work in partnership to develop a strategic flood risk management scheme for the area, designed to alleviate flood risk.

Policy 6 – Transport and Land-use

Encourages patterns and forms of development that reduce the need to travel, particularly by car. Seeks the highest level of design quality, environment and facilities for pedestrians and cyclists. Seeks to improve the quality of an area and the way it functions in transport terms by meeting access standards, maximising accessibility for pedestrians, cyclists and public transport users, mitigating effects of development on the transport network, promoting public transport improvements, safeguarding sites and alignment for Crossrail 2, managing travel demand by car, seeking reductions of through traffic, achieving reduced or no on-site parking in areas of good accessibility and reallocating road space to sustainable travel modes.

Policy 12 – Health and Environment

The Council will encourage development that contributes to an urban and natural environment that enables all Hackney residents to lead a more healthy and active lifestyle. The Council and other partners will work together to: encourage refurbishment of leisure centres, community halls and school halls to meet Hackney's needs; create new publicly accessible open spaces where there are deficiencies or invest in improving the quality of existing open spaces; facilitating investment into improving the quality of Hackney pedestrian and cycle network.

Policy 24 – Design

All development should seek to enrich and enhance Hackney's built environment and create a sense of place and local distinctiveness that is attractive and accessible. This will be achieved through: optimum arrangement of the site in terms of form, mass, scale; adopting a rigorous design and impact approach; identifying with and respecting the architectural, historic quality and character of the surrounding environment; enhancing the area between public and private domains; enhancing of the Public Realm; reducing crime and perception of crime.

Policy 33 – Promoting Sustainable Transport

Hackney is committed to prioritising sustainable transport, walking and cycling over private car use and providing safe and convenient access to rail and bus travel. The need to travel will be reduced through the efficient spatial arrangement of activities and land-use. Significant trip generating development should be located in areas with high PTAL scores (5 or above), such as town centres or identified Growth Areas. Travel plans will be required for all development over a certain size. Operations that require heavy movement of goods should be located close to the higher level road network. Car parking will be controlled in line with regional policy and local parking standards. Where appropriate, car free development, car club bays and electric vehicle charging provision will be required.

London Borough of Hackney Unitary Development Plan Policies (not replaced by policies in the Core Strategy):

- E18 Planning Standards
- ACE8 Planning Standards

Hackney Wick Area Action Plan: (Pre-submission Document) January 2012

Policy 02 – Parking Principles

Car parking and servicing arrangements within Hackney Wick should: (a) be in accordance with the Council's adopted parking standards; (b) be kept to a minimum or zero on-site, depending on use and accessibility to public transport; (c) include adequate off-street disabled parking; (d) be adequate to meet the needs of businesses.

London Borough of Newham Core Strategy, adopted January 2012 (interim version)

Policy S2 – Stratford and West Ham

Provides for approximately 19,700 new homes in this area, the majority on identified Strategic Sites. Stratford regarded as an employment hub and centre for strategic retail growth, focusing office and tall building development in this area. Development should contribute to measures to integrate the existing town centre with Stratford City, investment in its regeneration and the creation of a vibrant Metropolitan Centre. Proposals that address/accord with the following will be supported:

- 1 Investment and development to create at Stratford a Metropolitan Centre of quality and magnitude that makes the most of its international links, heritage, its diverse community and Olympic Legacy. It will incorporate a wide spectrum of uses which will include retail, arts and cultural, urban green and blue spaces, markets facilities, hotels, business and commerce, community, health, tourism, quality leisure and entertainment, education, linked to neighbourhoods within and beyond the borough.
- 2 Improved connectivity to increase integration with surrounding areas.
- 3 Employment and residential growth supported by the creation of a new local centre at West Ham and Plaistow.
- 4 Intensified development and new local centre at Maryland station.
- 5 Recognition of local heritage through potential new/extended conservation areas and sensitive integration of heritage assets within new areas of development.
- 6 Ensure new development is closely integrated with its surroundings to be high quality and well connected, limiting tall buildings to identified suitable locations.
- 7 Ensure new development is supported by timely deliver of infrastructure.
- 8 Improve the provision, quality and access to open space.
- 9 The retention of the employment cluster at Rick Roberts Way.

SP7 – Quality Movement Corridors and Linear Gateways

Seeks to reinforce the positive role performed by the Borough's principal street networks, key movement corridors and linear gateways to and within the Borough through interventions in the public realm and good urban design. Proposals should address:

- desirability introducing active frontage to streets edges;
- importance of consolidating commercial and community uses into defined local and town centres and local shopping parades;
- general principles of good urban design;
- particular need to enclose the street and reduce traffic noise and air pollution impacts, generally maintaining the building line;
- the need to raise and maintain the quality of the public realm, the value of tree planting and desirability of introducing public art; and
- the importance of facilitating smooth, efficient and safe movement of traffic.

INF1 – Strategic Transport

Supports is given to ongoing investment in the committed strategic transport network set out in the London Plan.

INF 2 – Sustainable Transport

Supports development proposals that:

- raise and maintain the safety, quality, appearance and functioning of the public realm;
- addresses linear and other physical barriers providing connecting public routes within new development and to public transport nodes;
- completing, adding, maintaining and improving defined routes for walking and cycling, including the London Cycle Network, Cycling Superhighways, the Lea River Park and the Olympic Cycling and Walking Network;
- providing safe, high quality measures to encourage and facilitate cycling;
- supporting improvements to local public transport services;
- maintaining careful management of the supply routes, capacity and parking for motor traffic;

- major development proposals that generate/attract large numbers of trips should be located in areas of good public transport accessibility.

Development proposals that have an unacceptable adverse impact on the capacity or the environment of the highway network will not be supported. Requires proposals, where applicable, to be accompanied by a Transport Assessment and monitored Travel Plans with proposals to mitigate potential impacts of development. Seeks the incorporate of appropriate cycle and car parking standards.

London Borough of Newham Unitary Development Plan, saved policies:

- T14 – Design to Minimise Road Accidents in New Development
- T23 – Cycling

London Borough of Tower Hamlets Core Strategy

Policy SO2 – Maximising the benefits of Olympic Legacy

Tower Hamlets will maximise the benefits and opportunities offered by the 2012 Olympic and Paralympic Games and its legacy through: working closely with the appropriate authorities to ensuring a collaborative approach to the planning and implementation of the Olympic Legacy; regenerating Fish Island; delivering High Street 2012; assisting in the creation of the Lea River Park to link the Olympic Legacy Area and Lea Valley Regional Park with the Thames; significant investment in Victoria Park; taking full advantage of people visiting the borough to stimulate the local economy; supporting communities participation in activities, sports and opportunities linked to the Olympics and Olympic Legacy; stimulating economic regeneration through the creation of new local employment, enterprise and business opportunities.

Policy SP03 – Creating healthy and liveable neighbourhoods

(1) Support opportunities for healthy and active lifestyles through: providing high quality walking and cycling routes; providing access to leisure and recreation; seeking to reduce over-concentration of uses that detract from ability to adopt healthy lifestyles; promoting local food growing and urban agriculture.

(2) Address the impact of noise and air pollution by: minimising and mitigating noise impact in identified hotspots; promote the use of public transport and reduction in reliance on private motor vehicles; managing and improving air quality along transport corridors and traffic congestion points.

(3) Provide a hierarchy of accessible, high quality health facilities, services and premises to meet the needs of the existing and future population. Encouraging the co-location and integration of health services.

(4) Provide high quality leisure centres to meet the needs of the existing and future population, identifying areas for new and improved facilities and improving access to the open spaces and sporting facilities of the Olympic and Paralympic Games and their legacy.

(5) Provide high quality social and community facilities, (a) maximising opportunities to deliver facilities as part of new development; (b) locating such facilities in accessible locations.

Policy SO19 – Making Connected Places

Deliver an accessible, efficient, high quality, sustainable and integrated network to reach destinations within and outside the borough.

Policy SP08 – Making Connected Places

(1) Provide for a hierarchy of integrated transport interchanges that offer access to a range of public transport modes by: (a) improving and maximising access to Stratford International Station through improving strategic and local connectivity to and through Fish Island and High Street 2012; (b) seeking to improve the capacity, quality and

accessibility of existing sub-regional interchanges; (c) seeking to improve the capacity, quality and accessibility of existing district interchanges and the creation of new district interchanges at Hackney Wick and Bromley-by-Bow; (d) seeking to improve the capacity, quality and accessibility of local interchanges; (e) locating transport interchanges in town centres that are appropriate in scale to the town centre and surrounding population density; (f) promoting good design of public transport interchanges.

(2) Work with Transport for London to ensure the capacity of the public transport network meets the demands of the current population needs and future growth through delivery of the strategic transport projects, including: Crossrail, interchange improvements at Bromley-by-Bow and Hackney Wick, extension of the London Cycle Hire Scheme and delivery of Cycle Superhighways, capacity, design and junction improvements to the A12 road network.

(3) Improve public transport in, and accessibility to, identified growth areas, achieved by (a) supporting growth in the east of the borough by providing improved bus connections, bridges, pedestrians and cycling routes, including Hackney Wick/Fish Island, Bromley-by-Bow; (b) Supporting growth on the Isle of Dogs; (c) continuing to work with neighbouring boroughs and TfL to explore and deliver cross-boundary public transport projects.

(4) Promote sustainable transport of freight (including waste) by: (a) promoting and maximising the movement of freight by water and rail; (b) safeguarding identified wharfs for cargo handling; (c) safeguarding Bow West Rail Depot.

Policy SO20 – Creating attractive and safe streets and spaces

Deliver safe, attractive, accessible and well designed network of streets and spaces that make it easy and enjoyable for people to move around on foot and bicycle.

Policy SO21 – Creating attractive and safe streets and spaces

Create streets, spaces and places which provide social interaction and inclusion, and where people value, enjoy and feel safe and comfortable.

Policy SP09 – Creating attractive and safe streets and spaces

(1) Implement a street hierarchy that puts pedestrians first and promotes street, both as links for movement and places in their own right, to ensure a strategic, accessible and safe street network across the borough: (a) seeks to ensure that main streets primary function of distributing traffic is maintained and protected; (b) protecting and enhancing secondary streets that function as important distribution routes for vehicles, cyclists and pedestrians, as well as places to gather and provide key links between town centres; (c) protecting and enhancing the place and social gathering function that local residential streets provide.

(2) Protect, promote and ensure a well-connected, joined-up street network that integrates street types and users by: (a) improving connectivity between Tower Hamlets and neighbouring boroughs ensuring provision of bridges and connections across and along the River Lea to Newham, improving connections to Hackney through regeneration of Fish Island; (b) improving connectivity of identified areas through (i) creating new routes through identified development sites (ii) improve connectivity through housing estates which suffer poor integration and accessibility (iii) improve accessibility between parts of the borough that suffer from barriers to movement including the A12 corridor; (c) not supporting developments that create gated communities which restrict pedestrian movement.

(3) Ensure new development has no adverse impact on the safety and capacity of the road network.

(4) Promoting car free developments and those schemes that minimise on-site and off-site car parking provision.

(5) Create a high quality public realm network which can function as places for social gathering.

London Borough of Tower Hamlets Unitary Development Plan, saved policies:

- T3 – Extension of Bus Services
- T7 – The Road Network
- T16 – Traffic Priorities for New Development
- T18 – Pedestrians and the Road Network
- T19 – Priorities for Pedestrian Initiatives
- T21 – Strategic Pedestrian Routes
- T26 – Use of the Waterways for Freight

London Borough of Tower Hamlets Interim Planning Guidance, saved policies:

- DEV16 – Walking and Cycling Routes and Facilities
- DEV17 – Transport Assessments
- DEV18 – Travel Plans
- DEV19 – Parking for Motor Vehicles

London Borough of Tower Hamlets Submission draft Managing Development DPD (February 2012)

Policy DM22 Parking

Requires development to comply with the parking standards in Appendix two. Development should prioritise sustainable approaches to off-street parking. Development should meet or exceed the cycle parking standards in appendix two and where suitable provide land or contributions towards new shared cycle hire scheme docking stations.

London Borough of Tower Hamlets Submission draft Fish Island Area Action Plan

Policy FI 3.1 Key connectivity and transport principles

Seeks to significantly improve strategic connections, including across the A12, providing bridge connections across the waterways and enhancing the Greenway, creating new routes to the Olympic Legacy area. Seeks to improve local connections and improve the Hackney Wick Transport hub.

Policy FI 3.3 Priority actions to improve connections across the waterways

Includes proposals for a new all modes bridge linking Monier Road to Fish Island East; new pedestrian and cycle bridge connection Roach Road/Beachy Road to Fish Island East; Reopening and Upgrading of bridge at White Post Lane.

Policy FI 3.4 Priority actions to enhance the Greenway

Proposes upgraded connection from Dace Road, new pedestrian and cycling connection from Wick Lane and new pedestrian and cycle connection from Riverside Wharf.

Policy FI 3.5 Priority actions to improve internal connectivity to Fish Island

Seeks delivery of key routes between Hackney Wick and Fish Island Mid, including a new pedestrian and cycle underpass through the railway embankment at Hackney Wick.

Policy FI 3.6 Priority actions for enhancing public transport in Fish Island

Seeks the upgrade of Hackney Wick Station to provide an impressive new gateway to the Hub at Hackney Wick. Seeks improvements to existing bus routes and services and cycle hire docking stations.

Policy FI 5.1 Delivering a vibrant hub at Hackney Wick

Seeks the integration of the Hub with its wider area including the Queen Elizabeth Olympic Park. Seeks to work with partners to deliver comprehensive improvements to Hackney Wick Station.

London Olympic Games and Paralympic Games Act 2006

The LCS development would benefit from the highway and public transport improvements made in preparation for the 2012 Games, as set out by section 5(5)(b) of the London Olympic Games and Paralympic Games Act 2006.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:

- (a) To the desirability of making proper preparation for the London Olympics;
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them;
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics;
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

4. SUSTAINABILITY

The LCS application includes proposals which deal specifically with energy and carbon reduction, sustainability standards and water use and waste.

Energy and carbon reduction

The application sets out an acceptable approach to meeting the carbon reduction targets in the London Plan and emerging Government policy which seeks to achieve 'zero carbon' residential buildings from 2016 and non residential buildings from 2019 and to the use of renewable energy. The development will make use of the combined heat and power system established as part of the Olympic development. In addition each Reserved Matters submission is required by condition to be accompanied by an Energy Statement setting out on plot (and if relevant off set) carbon reductions to achieve the carbon reduction targets relevant at the time of the Reserved Matters application.

Sustainability and water use

The application commits to achieving Code for Sustainable Homes (CfSH) level 4 for residential buildings and BREEAM Excellent rating for non residential buildings (subject to details set out in conditions). The application proposals when taken with proposed conditions will achieve higher than the minimum CfSH level 4 from the first phase (level 4 plus) and there is provision to monitor, review and require higher

standards in later phases in accordance with policies in place at the time. A condition requires that all buildings incorporate water efficient fixtures and fittings and conditions and s106 obligations require investigations into further reductions of potable water use including the possible use of non potable water from the Thames Water recycling plant and use of the inherited non potable water network.

Waste

The application commits to all residential buildings providing storage for recyclable waste. A series of waste targets are set out including a 95% reduction in construction, demolition and excavation waste going to landfill. There are also commitments in the application to ensure the environmental impacts of materials are minimised and to demonstrate responsible sourcing and use of recycled materials. These commitments are achieved through the Code for Sustainable Homes and conditions.

Objections

Representations from the GLA, London Boroughs of Newham, Hackney and Tower Hamlets and Friends of the Earth generally were concerned that the application as submitted was not ambitious enough in its sustainability targets (for example Level 5 of the Code for Sustainable Homes should be the aim) and that the Development should be exemplar in sustainability terms. There was concern that mechanisms were needed to ensure targets can be reviewed and updated. A specific concern by NHS East London and the City was that the maximum Health and Wellbeing credits in the Code for Sustainable Homes were not being required. This concern is addressed by requirements to meet Lifetime Homes Standards and the GLA Housing Standards and by the need to retain flexibility in the detailed design given that this is an outline scheme.

The more general sustainability representations have been addressed through the provisions of the s 106 legal agreement and conditions which ensure that the proposed sustainability baseline is maintained and which cover a range of relevant sustainable development obligations and targets. . With regard to the impact of the Development on water supply infrastructure and in response to the concern of Thames Water, a primary water supply network has already been provided and sized to meet projected legacy demands.

Conclusion

Taking the sustainability proposals within the LCS application as a whole and the conditions and s 106 obligations it is considered that the application is in accordance with the following development plan policies and the presumption in favour of sustainable development as set out in the National Planning Policy Framework (section 10 and paragraph 14).

London Plan

Policy 2.4 – The 2012 Games and their Legacy Strategic

The Mayor will work with partners to develop and implement a viable and sustainable legacy for the Olympic and Paralympic Games to deliver fundamental economic, social and environmental change within east London, and to close the deprivation gap between the Olympic host boroughs and the rest of London. This will be London's

single most significant regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially young people), driven by community engagement.

Policy 5.1 – Climate change mitigation

The Mayor seeks to achieve an overall reduction in carbon dioxide emissions of 60 per cent (below 1990 levels) by 2025.

Policy 5.3 – Sustainable Design and Construction

The highest standards of sustainable construction should be achieved to improve environmental performance and adapt to climate change. Measures include minimising carbon dioxide emissions. Avoiding contributing to the urban heat island effect; effective use of natural resources; minimising pollution, waste and maximising reuse and recycling; avoiding impacts from natural hazards; ensuring developments are comfortable and secure; sustainable procurement of materials; promoting and protecting biodiversity and green infrastructure.

Policy 5.2 – Minimising carbon emissions

(A) Development proposals should make the fullest contribution to minimising carbon dioxide emissions in accordance with the following hierarchy: 1 – be lean: use less energy, 2 – be clean: supply energy efficiently, 3 – be green: use renewable energy; (B) The Mayor will work with boroughs to ensure that specified targets for carbon dioxide emissions reductions in buildings are met; (C) Major development proposals should include detailed energy assessment to demonstrate how the targets for carbon dioxide emissions reduction are to be met; (D) A minimum level of energy assessments will be required as specified in the policy; (E) The carbon dioxide reduction targets should be met on-site. Where it is clearly demonstrable that the specific targets cannot be fully achieved on-site, any shortfall may be provided off-site or through a cash in lieu contribution.

Policy 5.6 – Decentralised energy in development proposals

Development proposals should evaluate the feasibility of combined heat and power (CHP) systems, and where appropriate examine the opportunities to extend the system beyond the site. Major development proposals should select energy systems in accordance with the following hierarchy: (1) connecting to existing heating or cooling networks; (2) site-wide CHP network; (3) Commercial heating and cooling.

Policy 5.7 – Renewable Energy

The Mayor seeks to increase the proportion of energy generated from renewable sources. Within the energy hierarchy, major development proposals should provide a reduction in expected carbon dioxide emissions through the use of on-site renewable energy generation, where feasible. All renewable energy systems should be designed to minimise potential adverse impacts on biodiversity, the natural environment, historical assets and air quality.

Policy 5.9 – Overheating and cooling

Seeks to reduce the impact of the urban heat island effect in London. Major development proposals should: (1) minimise internal heat generation through energy efficient design; (2) reduce amount of heat entering a building in summer through orientation, shading, fenestration, insulation, green roofs and walls; (3) manage heat within the building through exposed internal thermal mass and high ceilings; (4) passive ventilation; (5) mechanical ventilation; (6) active cooling systems. Major development proposals should demonstrate how design, materials, construction and operation of the development would minimise overheating and also meet its cooling

needs. New development should also be designed to avoid the need for energy intensive air conditioning systems as much as possible.

Policy 5.15 – Water use and supplies

Seeks to protect and conserve water supplies and resources by: (a) minimising use of mains water; (b) reaching cost effective minimum leakage levels; (c) promoting the provision of additional sustainable water resources, reducing the water supply deficit; (d) minimising the amount of energy consumed in water supply; (e) promoting the use of rainwater harvesting, and using dual potable and grey water recycling systems where they are energy and cost effective; (f) maintaining and upgrading water supply infrastructure; (g) ensuring the water supplied will not give rise to likely significant effects to the environment.

Policy 5.16 – Waste self-sufficiency

Seeks to manage as much of London's waste within London as practical, working towards the equivalent of 100 per cent by 2031; create positive environmental and economic impacts from waste processing; work towards zero biodegradable waste to landfill by 2031. This will be achieved by: (a) minimising waste; (b) encouraging reuse and reduction in use of materials; (c) exceeding recycling/composting levels in municipal and solid wastes of 45 per cent by 2015, 50 per cent by 2020 and aspiring to 60 per cent by 2031; exceeding recycling/composting levels in commercial and industrial waste of 70 per cent by 2020; exceeding recycling and reuse levels in construction, excavation and demolition waste of 95 per cent by 2020; (f) improving London's self-sufficiency through reducing the level of waste exported from the capital over time.

London Borough of Hackney Core Strategy

Policy 29 – Resource Efficiency and Reducing Carbon Dioxide Emissions

Seeks to address climate change through the inclusion of mitigation and adaptation measures to reduce CO₂ emissions from buildings. This will be achieved by: ensuring building design is to a high standard; inclusion of measures to reduce resource consumption in line with the Mayor of London's Energy Hierarchy; new residential development being rated against the Code for Sustainable Homes and BREEAM standards for non-residential development; encouraging the retrofitting of water efficient devices and energy saving equipment to existing residential, industrial or commercial premises.

Policy 30 – Low Carbon Energy, Renewable Technologies and District Heating

Opportunities to generate energy from non-fossil fuel and/or low carbon sources will be encouraged. District heating networks will be sought in Dalston and Hackney town centres, new communities such as Hackney Wick and as part of large estate renewal projects. Existing and proposed decentralised network routes will be safeguarded. Applications for new or replacement street appliances (such as bus stops) to incorporate off-grid solar power or off-set CO₂ by other means will be encouraged.

Policy 32 – Waste

New development must support the objectives of sustainable waste management. This includes: minimising waste during design and construction of development; incorporation of integrated, well designed, recycling, composting and residual waste storage facilities in all new developments; seeking to maximise self-sufficiency in waste management capacity; seeking to minimise waste creation; safeguarding existing

waste sites unless compensatory provision is made; promoting waste reduction and increasing recycling in the community.

Hackney Wick Area Action Plan: (Pre-submission Document) January 2012)

Policy 07 – Sustainable Design

All new development in Hackney Wick should: (a) achieve a minimum of BREEAM Excellent and minimum Code for Sustainable Homes level 4/5. (b) aim to utilise the most appropriate renewable energy solutions and sustainable design and construction techniques; (c) maximise opportunities to maintain, enhance and restore biodiversity through green roofs/balconies/walls, green space, planting and landscaping, green linkages, sustainable urban drainage, management of existing green space; (d) promote key connections and provide safe and attractive routes, while also integrating habitat through public realm and open space improvements; and (f) ensure design proposals to waterside development considers the impacts of shading and light spill on the watercourse.

London Borough of Newham Core Strategy, adopted January 2012 (interim version)

Policy SC1 – Sustainability and Climate Change

Requires development to respond to climate change through mitigation and adaptation measures.

- Major residential development should meet Code for Sustainable Homes Level 4 as a minimum (or any subsequent equivalent adopted national standard).
- Major non-residential development required to meet BREEAM “Very Good” standards as a minimum.
- Maximising passive solar design.
- Re-using/recycling demolition and construction waste. Using locally sourced/produced materials.
- Incorporating sustainable urban drainage.
- Incorporating living roofs.
- Greening the borough through landscaping, tree planting and provision of natural environments and increased greenspace connectivity.
- Improving environments through soil improvements and sustainable remediation of contaminated land.

Policy SC2 – Energy

Carbon emissions from new and existing development will be reduced by:

- all new residential development reaches zero carbon by 2016 (or any subsequently adopted national standard);
- requiring all new non-residential development to reach zero carbon standards by 2019;
- connection or provision for connection to decentralised heat networks;
- incorporating on-site renewable energy generation and other innovative technologies to reduce carbon emissions.

INF3 – Waste and Recycling

Seeks to manage Newham’s waste in accordance with the waste apportionment set out in the London Plan and the aim of moving from landfill to waste minimisation,

moving up the waste hierarchy. Development proposals for industrial, commercial and residential developments must demonstrate arrangements for on-site waste management, including the location and appropriate size of storage facilities and vehicular access.

INF4 – Local Heat and Power Networks

Supports the development and expansion of community and district heating and cooling networks. Applications for major new development in the vicinity of existing or planned networks should connect to that network, or if that is not feasible should ensure that a future connection can be made.

London Borough of Tower Hamlets Core Strategy

Policy SO3 – Achieving wider sustainability

Seeks to achieve environmental, social and economic development simultaneously. Where trade offs between competing objectives are unavoidable, this will be realised by: planning for healthy environments that recognise the important health related benefits of well designed neighbourhoods; high quality housing, access to employment, access to open space and to shops and services; mitigating and adapting the built environment to climate change; minimising the use of natural resources; protecting and enhancing the quality of the environment; improving air, land and water quality; ensuring the capacity of existing and new infrastructure is adequate.

London Borough of Tower Hamlets submission draft Managing Development DPD (February 2012)

Policy DM14 Managing Waste

Seeks to meet the waste apportionment targets in the London Plan 2011. Requires development to demonstrate how it will provide appropriate storage facilities for residual waste and recycling while implementing the waste hierarchy. Major development should provide a Waste Management Plan for construction and operational stages.

London Borough of Tower Hamlets submission draft Fish Island Area Action Plan

Policy FI 7.1 Climate Change and Energy Efficiency

Proposals should deliver sustainable development by exploring opportunities to create a low or zero carbon area, minimise carbon emissions through energy efficient and renewable technologies, use of decentralised energy networks, ensuring developments enhance biodiversity and adopt sustainable design and construction measures. Seeks to implement a local heat and power network including safeguarding of opportunities to establish connections across waterways, highways and private land.

London Borough of Tower Hamlets Unitary Development Plan, saved policies:

DEV56 – Waste Recycling

DEV69 – Efficient Use of Water

London Olympic Games and Paralympic Games Act 2006

The application would also accord with the London Olympic Games and Paralympic Games Act 2006 in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them as set out in Section 5 (5)b of the Act,

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

5. HOUSING

The Local Planning Authority is satisfied that the outline planning application, in proposing that the legacy development of the Olympic Park will be led by new residential development, addresses the need to deliver sustainable development in making proposals for a significant amount of housing that will contribute towards meeting the needs of the local, sub-regional and regional population over an extended period of time.

Amount of Housing

The residential floorspace provision of 641,871 m² will be distributed between seven new neighbourhoods to be created within the application site and over the life of the scheme, up to 2031, is capable of producing up to 6, 775 homes as well as providing up to 4,000 m² of floorspace as sheltered housing, falling within Class C3.

This significant amount of new housing will contribute towards meeting housing needs identified within the host boroughs through their Strategic Housing Market Assessments. It is considered that the amount of housing is not excessive and that it will significantly boost the supply of housing land within the host borough areas to meet identified needs for market and affordable housing.

Housing Mix

New homes will be delivered in a range of typologies, sizes and tenures. The distribution of dwelling tenure and size will reflect the design codes and development parameters for each Planning Delivery Zone in creating varied and individual neighbourhoods. The final distribution of dwellings, by size and tenure, in each Planning Delivery Zone (PDZ) will, with the exception of PDZ 6, be determined through an assessment of the viability of each PDZ or sub-zone prior to preparation of a Zonal Masterplan for that area. A target provision of 40% family homes (three or more

bedrooms) to be distributed across all tenures to meet the priorities identified in strategic and local policies are secured through s106 legal agreement obligations. This is considered to be necessary to ensure that a range of housing is provided over the duration of the development to create mixed and balanced communities in accordance with strategic and local planning policies.

Housing Standards and Unit Sizes

The Development proposes a range of homes providing housing of choice for all. Proposed conditions stipulate the gross internal floorspace and external amenity area standards that will be required in all residential development across the site to ensure provision of a wide choice of good quality homes across all tenures. Members of the Planning Committee sought confirmation that design guidance would ensure that homes were provided to a high standard. It was resolved to apply a condition requiring all new homes within the Development to comply with, as a minimum, the Mayor's London Housing Design Guide standards, in order to ensure the provision of high quality homes.

Density

Residential development is distributed across the application site at varying densities that reflect the level of accessibility to public transport and the particular characteristics and setting of each Planning Delivery Zone. The Local Planning Authority is satisfied that the range of densities will assist in creating the identity of individual neighbourhoods across the application area and the application of the site-wide and zonal design codes will provide sufficient guidance to ensure that the resultant development will be of suitably high quality.

Sheltered Housing

The application has been amended since the initial submission to specifically seek approval for up to 4,000m² of sheltered housing. The Local Planning Authority is satisfied that this level of provision is justified by an assessment of the demographic trends of the proposed LCS population. The provision is secured through the s106 legal agreement with regard to both the amount of floorspace and timing of provision.

Affordable Housing

The LCS proposals include the provision of affordable housing across a range of tenures and in all parts of the Development site that will contribute to meeting the needs of households who are not able to access market housing. The proposals will seek to make the maximum reasonable provision of affordable housing, up to a target level of 35%, in accordance with strategic policy. The minimum amount of affordable housing will not be less than 20% of all dwellings across the site and this requirement is secured by obligations of the s106 legal agreement.

The amount of affordable housing to be provided in PDZ 6 will be fixed at 28% by the s106 legal agreement. In later development zones the amount of affordable housing to be delivered will be determined having regard to an assessment of the viability of each PDZ; the target of 35% proposed within the application; and adopted strategic and local planning policies applicable for the locality of any PDZ at the time that development is proposed. Affordable housing will be split between social rented, intermediate and affordable rented units in accordance with strategic planning policy, with the final distribution in each PDZ determined following an assessment of viability.

The Local Planning Authority considers that the proposals and the requirements of the s106 legal agreement will ensure that development is generally in accordance with adopted planning policies of the host boroughs. These policies vary in the requirements for the proportion of affordable housing between 35% and 50% and with a mix of tenure types, according to local circumstances. In all cases planning policies

allow that the level of provision to be negotiated in housing proposals is subject to considerations of viability of individual schemes.

Members of the Planning Committee questioned how the Viability Review Mechanism would influence levels of rent payable by occupants of Affordable Rented Units. The provisions of the s106 fix the rent levels for Affordable Rented Units within PDZ 6. For later phases of the Development the Section 106 Agreement requires that rent levels will be determined as part of the viability review mechanism and having regard to adopted development plan policy for the PDZ or sub-zone at the time of the assessment being undertaken and of the levels agreed for PDZ 6. The requirements for viability reviews and to maximise the amount of affordable housing subject to the maximum and minimum amounts that are required by obligations in the s106 are considered necessary to ensure that the proposals are, generally, in accordance with local planning policies.

Nominations

The LCS proposals make provision for affordable housing to meet the overall needs of the wider application area and a nominations agreement will be required by s106 legal agreement to guide allocations for the benefit of the host boroughs, East London sub-region and pan-London. A Member of the Planning Committee queried how the 10% of nomination rights in relation to affordable housing proposed to be allocated to the GLA would operate in practice and asked which policy objective this allocation represented. It was resolved that officers should undertake discussions with the Applicant and the GLA and, if necessary, renegotiate the affordable housing nomination rights for the GLA. The allocation of homes to the GLA would assist in creating flexibility to allow movement between social housing as part of a pan-London initiative that is supported by the Mayor. The Local Planning Authority is satisfied that this is a legitimate aim and that affordable housing proposed by the Development can contribute towards enabling movement in the social housing sector across the Greater London area.

Objections

Concerns were raised by the London Borough of Hackney that there is an over provision of residential development within the borough boundary at PDZ5. The London Borough of Tower Hamlets was concerned at a reduction in the amount of housing proposed within the borough at PDZ4, following amendment to the proposals as initially submitted. The London Borough of Waltham Forest was concerned to ensure that the amount of housing to be provided in the vicinity of the borough boundary does not lead to saturation of its own local market. The Local Planning Authority is satisfied that the amount of residential floorspace within this application is acceptable and that as one element of the overall package of proposals for the re-use and adaptation of land and buildings within the Olympic Park, the proposals will make a substantial contribution towards meeting housing needs as part of the regeneration of East London.

A mix of housing size is proposed and the East London Housing Partnership and London Borough of Hackney were both concerned to ensure that family housing (units of 3 or more bedrooms) is delivered as part of the Development. The Local Planning Authority has secured, through the s106 agreement, minimum levels of provision for family housing in each PDZ and actual levels will be confirmed in the Zonal Masterplans for each PDZ or sub-zone.

The London Boroughs of Hackney and Tower Hamlets expressed concerns that the amount of affordable housing proposed for PDZs within their borough boundaries does not meet the requirements of their respective adopted planning policies. In addition,

and together with the East London Housing partnership, concerns are raised that the distribution of tenure will not provide sufficient homes for low income families. These concerns are also linked to the rent levels for Affordable Rented Units which are of particular concern to the London Boroughs of Tower Hamlets and Newham. The Local Planning Authority has sought to ensure through the obligations of the s106 agreement that a minimum of 20% of all dwellings to be provided will be affordable. The legal agreement also sets out that, with the exception of PDZ 6, the final distribution of tenure in each PDZ or sub-zone and levels of rent for Affordable Rented Units will be determined through the Viability Review Mechanism and will also have regard paid regard to the planning policies that are adopted for that PDZ or sub-zone at the time that the Zonal Masterplan is submitted for approval.

Conclusion

The Local Planning Authority considers the amount of residential development proposed within the Development to be acceptable. Conditions and obligations set out within the s106 legal agreement will ensure that a range of housing by type, size and tenure will be distributed across the area to meet identified housing needs.

The proposals are considered acceptable and are in general accordance with the following development plan policies:

The London Plan - The following summarised policies are relevant to the proposal:

Policy 3.3 – Increasing housing supply

The Mayor recognises the pressing need for more homes in London in order to promote opportunity and provide a real choice for all Londoners in ways that meet their needs at a price they can afford. The Mayor will seek to ensure that identified housing need is met consistent with at least an annual average of 32,210 net additional homes across London. Boroughs should seek to achieve and exceed the relevant minimum borough annual average housing target.

Policy 3.4 – Optimising housing potential

Taking into account local context and character, the design principles in London Plan Chapter 7 and public transport capacity, development proposals should optimise housing outputs for different types of location within the relevant density range shown in Table 3.2 (Sustainable Residential Quality Density Matrix). Development proposals that compromise this policy should be resisted.

Policy 3.5 – Quality and design of housing developments

Housing development should be of the highest quality internally and externally. The design of all new housing development should enhance the quality of local places, taking into account physical context, local character, density, tenure and land use mix, and relationship with and provision of public communal and open spaces, taking particular account of the needs of children and older people. The design of new dwellings should take account of the factors relating to "arrival" at the building and the "home as a place of retreat", have adequately sized rooms and convenient and efficient room layouts, meet the changing needs of Londoners over their lifetimes, address climate change mitigation and social inclusion objectives and be developed through an effective design process.

Policy 3.8 – Housing Choice

Londoners should have a genuine choice of homes that they can afford and which meet their requirements for different sizes and types of dwellings in the highest quality environments. Boroughs should work with the Mayor and local communities to ... ensure that – new developments offer a range of housing sizes and types, taking account of different groups and the changing roles of different sectors, including the

private rented sector, in meeting these; provision of affordable family housing is addressed as a strategic priority, all new housing is built to “Lifetime Homes” standards; 10 per cent of new housing is designed to be wheelchair accessible or easily adaptable; account is taken of the changing age structure of London’s population and the varied needs of older Londoners; account is taken of the needs of particular communities with large families.

Policy 3.9 – Mixed and balanced communities

Communities mixed and balanced by tenure and household income should be promoted across London through small and large scale developments. They must be supported by effective and attractive infrastructure and an enhanced environment. A more balanced and mix of tenures should be sought in all parts of London, particularly in some neighbourhoods where social renting predominates.

Policy 3.10 – Definition of affordable housing

Affordable housing includes social rented and intermediate housing provided to specified eligible households whose needs are not met by the market and should – meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices; include provision for the home to remain at an affordable price for future eligible households; or if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision.

Policy 3.11 – Affordable housing targets

Seeks to maximise affordable housing provision and ensure an average provision of 13,200 new affordable homes a year in London. Seeks a split in affordable housing provision of 60 per cent social rented and 40 per cent intermediate rent or sale. Priority should be accorded to the provision of affordable family housing. Requires boroughs to set an overall target in LDFs for the amount of affordable housing provision needed over the plan period in their areas.

Policy 3.12 – Negotiating affordable housing on individual private residential and mixed use schemes

The maximum reasonable amount of affordable housing should be sought when negotiating individual private residential and mixed use schemes. This should take account of the individual circumstances of the site including development viability and public subsidy, the implications of phased development, including provisions for re-appraising the viability of schemes prior to implementation, and other scheme requirements.

London Borough of Hackney Core Strategy

Policy 19 – Housing Growth

Seeks to ensure that proposals for new residential development and residential conversions including changes of use, incorporate a mix of dwelling types and sizes that reflect and respond to Hackney’s current and future housing needs and positively contribute to the creation of mixed, sustainable communities and neighbourhoods. Seeks to resist the loss of family accommodation and promote the provision of new family accommodation of all tenures. Planning permission will not be granted for development which results in the net loss of residential units, unless plans are in place for replacement development at an equivalent or higher density

Policy 20 – Affordable Housing

Affordable housing will be sought from residential and mixed use developments that incorporate residential use. Where there are exceptional circumstances provision of off-site affordable housing may be considered. Commuted sums that will enable the

provision of a commensurate number and mix of affordable units will only be considered as a last resort. Affordable housing will be sought on all developments comprising 10 residential units or more. New housing should seek to meet a borough-wide target of 50 per cent of all units subject to site characteristics, location and overall scheme viability. The required tenure split will be 60 per cent social rented and 40 per cent intermediate (by unit). Exact tenure splits will be guided by up to date assessments of specific local housing need and site and neighbourhood characteristics. For new social rented and intermediate homes, the preferred affordable housing size mix will include an element of three bed or larger family housing in line with or exceeding the minimum requirement set out in the London Plan and addressing specific housing need in Hackney. For affordable homes funded through the National Affordable Housing Programme, homes must meet or exceed the HCA new Design Quality Standards. The preferred affordable housing mix on individual schemes will be determined through negotiation, scheme viability assessments and driven by up to date assessments of local housing need.

London Borough of Newham Core Strategy

Policy H1 – Building Sustainable Mixed Communities

Aims to provide 2,500 or more additional quality homes a year from a range of sources.

Seeks to ensure that quality neighbourhoods are created which fit with the existing urban character and scale, provides a balance of housing sizes and tenures and is delivered with supporting infrastructure and community facilities.

- Requires high levels of design quality.
- Seeks 39 per cent of new homes to be three bedroom for families.
- Seeks to ensure that all new homes meet Lifetime Homes Standards and that 10 per cent are wheelchair accessible or easily adaptable for wheelchair users.
- Seeks all new homes to meet London Plan internal space standards as a minimum.
- Densities to reflect local context and character and be appropriate in relation to availability of open space, transport, retail, community and other supporting facilities.

Policy H2 – Affordable Housing

The Council will ensure that communities are places where residents can afford to live and are adaptable to their changing economic circumstances and will achieve this by:

- seeking all new development on sites with a capacity for 10 or more residential units provide between 35 and 50 per cent affordable housing, with 60 per cent of this as social housing (subject to scheme viability, availability of subsidy, existing housing mix of the area, individual circumstances of the site, availability of required infrastructure and community facilities); and
- exceptionally, considering off-site provision or payment in lieu.

London Borough of Tower Hamlets Core Strategy

Policy SP02 – Urban living for everyone

Seeks to deliver new homes in line with the targets set out in the London Plan.

Sets an overall strategic target for affordable homes of 50 per cent until 2015 by (a) requiring 35–50 per cent affordable homes on sites providing 10 or more new residential units (subject to viability);

Requires an overall strategic tenure split for affordable homes from new development as 70 per cent social rented and 30 per cent intermediate.

Secure a mixture of small and large housing by: (a) requiring a mix of housing sizes on all sites providing new housing; (b) requiring an overall target of 30 per cent of all new housing to be a suitable size for families (three-bed plus), including 45 per cent of

social rented; (c) identify locations within the relevant DPD where larger family housing (four bed plus) will be sought.

Ensure new housing assists in the creation of sustainable places by (a) optimising the use of land; (b) corresponding the distribution and density levels of housing to public transport accessibility levels and wider accessibility of the location; (c) corresponding the distribution and density levels of housing to the hierarchy and proximity of the nearby town centre.

Secure a mixture of small and large housing by: (a) requiring a mix of housing sizes on all sites providing new housing; (b) requiring an overall target of 30 per cent of all new housing to be a suitable size for families (three-bed plus), including 45 per cent of social rented; (c) identify locations within the relevant DPD where larger family housing (four bed plus) will be sought.

Ensure all housing is appropriate, high quality, well-designed and sustainable (a) setting housing design standards; (c) requiring new developments to comply with accessibility standards; (d) requiring the provision of adequate housing amenity space for new homes, and communal amenity space for developments of 10 units or more; (e) requiring sites that are providing family homes to provide adequate play space for children; (f) requiring new homes to respond to climate change, including a stepped target for carbon emissions in line with Government guidance.

Policy SO7 – Urban living for everyone

Deliver housing growth to meet general and specialized demand in line with London Plan housing targets.

Policy SO9 – Urban living for everyone

Ensure that all housing in Tower Hamlets is high quality, well designed, energy efficient, sustainable and durable.

London Olympic and Paralympic Games Act 2006

The proposed development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:

- (a) To the desirability of making proper preparation for the London Olympics;
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them;
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics;
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents); and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

6. SOCIAL INFRASTRUCTURE

The Local Planning Authority is satisfied with the overall social infrastructure provision covering education, healthcare, community space, leisure, library, recreation space and emergency services to serve an estimated LCS population of approximately 13,500 people.

Population Review

A Housing and Social Infrastructure Statement was submitted with the Application setting out the population forecast that had been developed for the LCS scheme and used to calculate the social infrastructure that would be necessary to support the population that the scheme would be likely to generate.

A condition of the planning permission requires the submission of the details of a population review mechanism for approval by the Local Planning Authority prior to commencement of construction. The Planning Committee in its consideration of the application required the condition to be amended to require the carrying out of post occupancy surveys of new residents including a requirement to solicit surveys from occupants of the Development with respect to the adequacy of the social and community facilities available to occupants.

The Local Planning Authority is satisfied that the proposed population review will allow a review of the scheme population projections throughout the lifetime of the scheme and enable the assessment of any changes in the social infrastructure requirements for meeting scheme needs that may flow from this and ensure surveys take into account the views of occupants of the scheme as set out above.

Education

The Application proposes to provide two 3 form entry primary schools located within PDZ 4 and PDZ 5 and a six form entry secondary school within PDZ 12. The Application also proposes up to 9 nurseries across the LCS Application site area.

The Planning Committee discussed the review mechanism proposed by the Scheme to assess the need to switch the primary school envisaged for PDZ 4 to a secondary school. This had been previously been raised by LB Tower Hamlets in its comments on the proposals. Should a secondary school not be achievable in PDZ 12 due to safety issues concerning proximity with the nearby gasholder, the school in PDZ 4 could be switched to a secondary school (subject to any necessary planning approvals). The concern of the Borough was that both a primary and secondary school were needed. Officers confirmed to the Planning Committee that the application has been assessed on the basis of the needs arising from the scheme in accordance with relevant guidance and not to meet existing deficiencies in secondary school provision in LB Tower Hamlets. The review mechanism for the Secondary School in PDZ 12 is only necessary because it was unclear whether or not the existing gas infrastructure would be decommissioned to allow for the safe development of a school. There is no policy requirement for a secondary school in PDZ4. The Local Planning Authority is satisfied that the education provision meets the needs generated by the Development.

Implications of National Grid Operational Gasholders Development in PDZ 12

The proposed secondary school and playing fields within PDZ 12 is adjacent to gas holders operated by the National Grid. The Local Planning Authority is satisfied that the proposed location of the secondary school on PDZ 12 is acceptable subject to a s106 legal agreement review mechanism in the event that the gas holders are not removed permanently or decommissioned.

Healthcare

The Healthcare provision across the Development includes a one stop Primary Care Centre proposed within PDZ 4 and two health centres within PDZs 6 and 8.

The Local Planning Authority is satisfied that the proposed healthcare facilities have been assessed as meeting scheme needs. The Local Planning Authority is satisfied that in respect of the healthcare facilities proposed in PDZ 6 and PDZ 8, a cascade mechanism will operate which will release the Applicant from providing the healthcare facility in those PDZs in the event that scheme needs have been met through other facilities and no providers prepared to operate the facility. The minimum size and the triggers for delivery of each of the proposed health facilities in PDZs 6, 4 and 8 are contained in the s106 legal agreement. The Local Planning Authority is satisfied the proposed triggers suitably respond to the projected phasing and delivery of the Development and the arising scheme needs.

The Planning Committee debated whether the language used in the s106 legal agreement in relation to the provision of healthcare facilities would be sufficient to avoid invoking aid issues under the European Union law. The Planning Committee commented that issues could arise in designating land or securing funding for facilities, such as GP practices, which are private businesses. Similar concerns were raised in respect of education services. Officers were asked to consider a catch all provision to avoid issues of state aid all together and that the s106 legal agreement would need to cater for future changes in education provision given the possible move away from Academies. Officers are satisfied that the s106 legal agreement would not interfere with EU law with respect to aid issues.

Community Facilities

The Local Planning Authority is satisfied that the s106 legal agreement will secure a minimum provision of 1,052m² of multi-purpose community floorspace and 457m² of library floorspace which meets scheme needs.

Shortfall in Provision

Officers identified shortfalls resulting from the scheme population in the social infrastructure provisions in respect of post 16 places, emergency services, acute hospital beds, opticians and pharmacies. In order to address the potential deficiencies identified given the long term nature of the Development, the Applicant has agreed a financial contribution to make off site provision for social infrastructure to meet scheme needs.

The Planning Committee asked whether comments from consultees had been taken into account, and enquired whether the provision of the financial contribution in the s106 legal agreement for social infrastructure was sufficient, and what would happen if a shortfall in funding was to be identified later. Officers responded that comments from consultees had been taken into account and that the financial contribution was sufficient in respect of meeting scheme needs, taking into account the viability of the Development.

Post 16 Places

The LCS proposals do not cater for post 16 students requiring vocational FE training, which will be provided outside the LCS Application site but within the host boroughs area. The details will be known when a school provider for the secondary school is procured. A post 16 education contribution has been negotiated with the Applicant as part of the s106 agreement to serve those post 16 vocational training needs.

Objections

The main objections raised were from the LB Tower Hamlets with respect to the location of the proposed secondary school in PDZ 12, the perceived inaccessibility to LB Tower Hamlets (LBTH) local communities and their aspiration for a secondary school in PDZ 4. The LBTH Submission draft Fish Island Area Action Plan (AAP) identifies the need for two additional schools (primary and /or secondary) to be provided by 2018. The Local Planning Authority is satisfied that the provision of schools (two primary schools and one secondary school) in the Development, including one within PDZ4, accord with the LBTH submission draft AAP, which requires provision of either a primary or secondary school. LB Newham also raised concern at the extent to which the proposed secondary school located within LB Newham (PDZ 12) will serve the population in Hackney Wick and Fish Island.

The Local Planning Authority consider that the Applicant's submitted accessibility maps adequately demonstrate the accessibility of the proposed school location for those living within and in the near vicinity of the scheme and have concluded that that PDZ 12 is a generally acceptable location for the proposed school.

Conclusion

The Local Planning Authority considers the social infrastructure provision within the Development to be acceptable, subject to the conditions and requirements set out within the s106 legal agreement to ensure triggers for delivery commensurate with the Development. The proposals are considered to be in accordance with the following development plan policies:

The London Plan

Policy 2.4 – The 2012 Games and their legacy - The Mayor will work with partners to develop and implement a viable and sustainable legacy for the Olympic and Paralympic Games to deliver fundamental economic, social and environmental change within east London, and to close the deprivation gap between the Olympic host boroughs and the rest of London.

Policy 3.1 - Ensuring Equal Life Chances for All - The Mayor is committed to ensuring equal life chances for all Londoners, meeting needs and expanding opportunities. Development proposals should protect and enhance facilities that meet the needs of particular groups and communities. Proposals involving the loss of facilities without adequate justification or provision for replacement should be resisted.

Policy 3.2 - Improving Health and Addressing Health Inequalities - The Mayor will take account of the potential impact of development proposals on health and health inequalities within London. The Mayor will promote London as a healthy place for all by coordinating investment in physical improvements in areas of London that are deprived, physically run down and not conducive to good health, coordinating planning and action on the environment, climate change and public health to maximise benefits, promoting a strong and diverse economy providing opportunities for all. New developments should be designed and constructed and managed in ways that improve health and promote healthy lifestyles. The impacts of major development proposals on the health and wellbeing of communities should be considered through the use of Health Impact Assessment.

Policy 3.7 - Large Residential Developments - Proposals for large residential developments including complementary non-residential uses are encouraged in areas

of high public transport accessibility. Those on sites of over five hectares or capable of accommodating more than 500 dwellings should be progressed through an appropriately plan-led process to co-ordinate, where necessary, provision of social, environmental and other infrastructure and to create neighbourhoods with a distinctive character, sense of local pride and civic identity. The planning of these areas should take place with the engagement of local communities and other stakeholders.

Policy 3.9 - Mixed and Balanced Communities - Communities mixed and balanced by tenure and household income should be promoted across London through small and large scale developments. They must be supported by effective and attractive infrastructure and an enhanced environment. A more balanced and mix of tenures should be sought in all parts of London, particularly in some neighbourhoods where social renting predominates.

Policy 3.16 - Protection and Enhancement of Social Infrastructure - Development proposals that provide high quality social infrastructure will be supported in the light of local and strategic needs assessments. Proposals that result in the loss of social infrastructure in areas of defined need without realistic proposals for reprovision will be resisted. Facilities should be accessible to all sections of the community and be located within easy reach by walking, cycling and public transport. Multiple use of premises should be encouraged.

Policy 3.17 - Health and Social Care – Development Proposals which provide high quality health and social care facilities will be supported in areas of identified need.

Policy 3.18 - Education Facilities – The Mayor will support provision of early years, primary and secondary school and further and higher education facilities adequate to meet the demands of a growing and changing population and enable greater educational choice, particularly in parts of London with poor educational performance. The Mayor strongly supports the establishment of new schools and steps to enable local people and communities to do this. Proposals which enhance education and skills provision will be supported. Proposals for new schools should be given positive consideration and only be refused where there are demonstrable negative local impacts that outweigh the desirability of establishing a new school. Development proposals which maximise the extended or multiple use of education facilities for community or recreational use should be encouraged. Development proposals that encourage the co-location of services between schools and colleges and other provision should be encouraged in order to maximise land use, reduce costs and develop the extended school or college's offer. On-site or off-site sharing of services between schools and colleges should be supported.

Policy 7.1 -Building London's Neighbourhoods and Communities –

A) People should have a good quality environment in an active and supportive local community with the best possible access to services, infrastructure and public transport to wider London.

Neighbourhoods should provide a character that is easy to understand and relate to.

(B) Development should be designed so that the layout, tenure and mix of uses interface with the surrounding land and improve people's access to social and community infrastructure, the Blue Ribbon Network, local shops, employment opportunities, commercial services and public transport.

(C) Development should enable people to live healthy active lives, maximise opportunity for community diversity, inclusion and cohesion; should contribute to people's sense of place, safety and security. Places of work and leisure, streets, neighbourhoods, parks and open spaces, should be designed to meet the needs of the

community at all stages of people's lives and should meet the principles of lifetime neighbourhoods.

(D) The design of new buildings and the spaces they create should help to reinforce or enhance the character, legibility, permeability and accessibility of the neighbourhood.

Policy 7.2 – Inclusive environments - The Mayor requires that all new development achieves the highest standards of accessible and inclusive design. London's public spaces should be secure, accessible, and easy to understand and maintain, and incorporate the highest quality landscaping, planting, furniture and surfaces. New development should make the public realm comprehensible at a human scale, using gateways, focal points and landmarks to help people find their way.

The Olympic Legacy Supplementary Planning Guidance (OLSPG) Homes Communities (July 2012) Overarching development principle A3 in respect of creating protecting and enhancing social infrastructure; New development should be supported by necessary social infrastructure, and planning contributions should be secured to ensure the needs of existing and new communities are met as development proposals in the OLSPG area come forward.

London Borough of Hackney Core Strategy - proposal:

Policy 5 – Hackney Wick New Community - The Olympic Legacy will bring significant regenerative changes to this area. The Council will prepare an AAP to shape

Hackney Wick as a place for digital media and creative industry and create an integrated and sustainable community. Seeks employment led mixed development with connection to Stratford and Hackney Central that takes account of strategic industrial and priority employment designations, Olympic Legacy opportunities, including provision of new open space and a linear park adjacent to the River Lea as well as strategic industrial and priority employment designations. Capacity for 87,000m² of employment space, upgraded station access with commercial development and approximately 620 net additional homes is identified. Other uses would include retail, creative industry, new park and legacy facilities.

Policy 8 - Focusing Social Investment – The Council will work with key social infrastructure providers and public and voluntary and community sector partners to align investment programmes, planning contributions and other funding sources to deliver new or enhanced social infrastructure in areas most in need and growth areas, including Hackney Wick.

Policy 9 - Investing in Education – The Council will work with the Learning Trust and other appropriate educational providers to meet the needs of Hackney's growing population of children and young people. Will seek access to a high quality education and learning environment through: favourably considering proposals for new education facilities; identifying sites for new or expansion of existing educational facilities to ensure additional 4.5 forms of entry for primary schools and a new secondary school is provided to meet growth of the pupil population identified by the Infrastructure Assessment; seeking reasonable financial contributions from new housing development for education infrastructure; working with the Learning Trust to align educational investment programmes with areas experiencing the highest housing growth and increases in pupil aged population.

Policy 10 - Lifelong Learning – The Council will work with the Learning Trust, Hackney Homes, Job Centre Plus, further and higher education providers and other stakeholders to bring informal learning facilities closer to the most vulnerable residents, through: seeking a range of reasonable planning contributions and other financing from major physical regeneration initiatives and the Estates Renewal Programme; working with the Learning Trust to encourage Children's Centres and Primary Schools to become hubs at the heart of neighbourhood life that provide a greater range of services to the community.

Policy 11 - Health Investment and Infrastructure – The Council will work with health service providers to raise the quality of healthcare and the health of Hackney's residents through: favourably considering proposals for new health care facilities in Hackney's growth areas; seeking reasonable contributions from housing or commercial development; identifying new sites for healthcare infrastructure; working with the Primary Care Trust to encourage provision of flexible community facilities that can accommodate community based health services; facilitate the role of Homerton Hospital as a strategic hospital for Hackney and London.

Policy 12 - Health and Environment – The Council will encourage development that contributes to an urban and natural environment that enables all Hackney residents to lead a more healthy and active lifestyle. The Council and other partners will work together to: encourage refurbishment of leisure centres, community halls and school halls to meet Hackney's needs; create new publicly accessible open spaces where there are deficiencies or invest in improving the quality of existing open spaces; facilitating investment into improving the quality of Hackney pedestrian and cycle network.

London Borough of Hackney Unitary Development Plan, saved policies -:

Saved policy CS9 (Provision Childcare Facilities – is supportive of the provision of childcare facilities in new buildings and workplaces.

London Borough of Hackney Wick Area Action Plan (AAP) (pre-submission Document 2012)

Policy 06 - Land use Principles -

Development should comply with the land use designations contained in Figure 12 (Land Use) of the document. For employment: (a) The range and types of uses in Strategic Industrial Locations should be in accordance with those prescribed in the London Plan; and

(b) In Other Industrial Areas, existing industrial capacity will be protected. Mixed use development is permitted subject to industrial needs and demands being met. New development should provide a range of employment space (type, size, affordability). For residential:

(c) Development should demonstrate exemplar design quality;

(d) Affordable housing should be provided in accordance with Core Strategy Policy 20;

(e) Opportunities for family housing should be considered in the southern area of the Creative Media City. For Community:

(f) New and improved community uses and facilities will be encouraged in Hackney Wick North, in the Hub and the southern area of the Creative Media City.

London Borough of Newham Core Strategy, adopted January 2012 (interim version)

Policy INF5 -Town Centre Hierarchy and Network - Expects proposals to contribute to the re-definition and management of the Newham retail infrastructure hierarchy and network, securing the rebalancing of the network and accessible shopping, services and employment in focused town centres across the borough. Expects proposals to address the need and opportunity to create new local centres reflecting accessible locations, large scale development and gaps in the network including the potential to locate further sites as part of the masterplanning of the Olympic Legacy

INF9 - Infrastructure Delivery - Identifies broad priorities of family housing; community facilities; education provision, intelligent infrastructure, new and improved open space, local transport and public realm improvements, and strategic transport.

SP1 - Place-Making - An overarching policy that seeks to secure a well-connected and integrated series of successful and distinctive places, where people will choose to live, work and stay, helping to transform the borough as a whole.

SP6 - Successful Town Centres - Town and local centres should be vibrant, vital and valued as components of local neighbourhoods and the borough as a whole.

Proposals should:

- Seek to ensure that routes from local areas and transport nodes and across the centre are convenient, attractive and safe.
- A need for high quality accessible public realm including features and public squares that compliment the centre.
- Attend to crime, anti-social behaviour and safety concerns from large numbers of people and the night time economy.
- Diversify uses, encouraging the location of services and flexible community spaces, visitor and cultural attractions and facilities and creation of residential dwellings in centres of appropriate scale.
- Prevent non-retail uses from clustering excessively or reaching disproportionate levels within centres, or adjacent to its boundaries/gateways.
- Manage the centres as part of a clearly defined network and hierarchy, encouraging consolidation of commercial uses within centres.

SP2 - Healthy Neighbourhood - Supports efforts to promote healthy lifestyles and reduce health inequalities and recognises the role of planning in doing so through the creation of healthy neighbourhoods and places.

London Borough of Tower Hamlets Core Strategy –

Policy SO1 - Delivering Tower Hamlets Regional Role - Seeks to fulfil the boroughs gateway role in the Thames Gateway, supporting Canary Wharf, Stratford and the Lower Lea Valley as key drivers of sub regional growth; optimising the use of land to deliver the growth agenda; ensuring that growth is supported by all types of infrastructure; fulfilling environmental responsibilities to protect the natural environment, manage and reduce flood risk and live within environmental limits; ensure large developments of regional significance maximise the benefits for local people and the region; working in partnership to deliver a long term, proactive approach to regeneration.

Policy SO2 - Maximising the Benefits of the Olympics Legacy through: working closely with the appropriate authorities to ensuring a collaborative approach to the planning and implementation of the Olympic Legacy; regenerating Fish Island; delivering High Street 2012; assisting in the creation of the Lea River Park to link

the Olympic Legacy Area and Lea Valley Regional Park with the Thames; significant investment in Victoria Park; taking full advantage of people visiting the borough to stimulate the local economy; supporting communities participation in activities, sports and opportunities linked to the Olympics and Olympic Legacy; stimulating economic regeneration through the creation of new local employment, enterprise and business opportunities.

Policy SO3 - Achieving Wider Sustainability - Seeks to achieve environmental, social and economic development simultaneously. Where trade offs between competing objectives are unavoidable, this will be realised by: planning for healthy environments that recognise the important health related benefits of well designed neighbourhoods, high quality housing, access to employment, access to open space and to shops and services; mitigating and adapting the built environment to climate change; minimising the use of natural resources; protecting and enhancing the quality of the environment; improving air, land and water quality; ensuring the capacity of existing and new infrastructure is adequate.

Poly SP07 - Improving Education and Skills -

(3) Increase both primary and secondary education facilities to meet an increasing population by: (a) identifying three areas of search for a new secondary school in Fish Island, Mile End and Bromley by Bow; (c) using the Sites and Placemaking DPD to identify the most suitable sites; (d) using the Pupil Place Planning process and the Population Growth and Change Model to identify the future needs for additional school places; (e) developing a network of Children Centres that combine childcare and nursery education, alongside family support and health and well-being services. (4) Ensure school facilities and Children Centres are located to maximise accessibility for pedestrians, cyclists and public transport users, and ensure that they promote inclusive access for all.

SO17 – Improving Education and Skills - To improve education, skills and training in the borough and encourage and facilitate lifelong learning.

SO18 – Improving Education and Skills - To promote the growth and expansion of further and higher education establishments as drivers of improved skills and a key part of the wider knowledge economy.

Policy SO10 - Creating Healthy and Liveable Neighbourhoods - To deliver healthy and liveable neighbourhoods that promote active and healthy lifestyles and enhance peoples wider health and well-being.

Policy SO11 – Creating Healthy and Liveable Neighbourhoods - To ensure the timely provision of social infrastructure to support housing and employment growth

Policy SP03 – Creating healthy and liveable neighbourhoods - (1) Support opportunities for healthy and active lifestyles through: providing high quality walking and cycling routes; providing access to leisure and recreation; seeking to reduce over-concentration of uses that detract from ability to adopt healthy lifestyles; promoting local food growing and urban agriculture-

LB Tower Hamlets Submission draft Fish Island Area Action Plan (AAP) - The following summarised policies are relevant to the proposal:

Policy F1 4.6 - Education - Residential development in Fish Island should contribute towards provision of additional school places. Seeks to work with OPLC to deliver a

secondary or primary school in Fish Island East. Seeks to work with landowners in Fish Island Mid to safeguard a site for a three form entry primary school.

Policy F1 4.7 - Healthcare - Residential development in Fish Island should contribute towards the provision of healthcare facilities and work with partners and landowners to provide a suitable location for a new primary care facility.

Submission draft Managing Development DPD (Feb 2012 –

Policy DM18 Delivering Schools and Early Learning) – Deliver a network of schools and Children’s Centres, supporting the development or extension of these where a site has been identified, a need has been demonstrated, design and layout accords with relevant standards and are accessible and appropriately located in their catchment.

London Borough of Tower Hamlets Unitary Development Plan, saved policies -

Saved policy DEV3 - Mixed Use Developments– will generally be encouraged subject to the following considerations:

- The character and function of the surrounding area;
- The scale and nature of the development;
- The physical constraints of the site; and
- The other policies and proposals of the plan.

London Olympic and Paralympic Games Act 2006

The proposed Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:

- (a) To the desirability of making proper preparation for the London Olympics;
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them;
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics;
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents); and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

7. DESIGN

The Local Planning Authority has assessed that the principles set out within the Revised Design and Access Statement, together with the documents submitted for approval, namely, the parameter plans, DSF and Revised Design Codes (site-wide and PDZ specific) are considered to provide an appropriate framework for the LCS which will ensure that high quality design and inclusive access can be secured through the detailed design process. The Revised Design and Access Statement fulfils the

requirements of the Town and Country Planning (Development Management Procedure) Order 2010 and is consistent with DCLG guidance in respect of Design and Access Statements.

Further design development will be undertaken through a process of and Reserved Matters submissions, Zonal and Sub Zonal Masterplans. Officers are satisfied that the mechanisms secured to control future design development, including conditions, obligations and establishment of a Quality Review Panel, are sufficiently robust and detailed to address the design issues raised by LB Hackney, LB Tower Hamlets, LB Newham, DC CABE, GLA, BEAP and English Heritage in representations during the consideration of the application.

The conditions and obligations will secure consistent quality of design and ensure inclusive design issues are given due consideration during the design development process. A condition has been specifically added at the request of the ODA Planning Committee to ensure that the Scheme is in conformity with the Mayor of London's London Housing Design Guide in order to ensure that high standards of urban design, residential amenity and landscaping are achieved.

The proposed Development is considered to complement the historic context and heritage assets within the immediate setting of the Development, providing public realm improvements and creating a high quality environment which make a positive contribution to the character of the site's existing historic and built environment. The LCS is assessed to conform with policy objectives in respect of the historic environment.

Objections

Development Parcels 5.6 - 5.8 - During the consideration of the application concerns were raised by the London Borough of Hackney in respect of the footprint and scale of housing proposed to the east of Waterden Road (within Development Parcels 5.6 - 5.8).

At the ODA Planning Committee, an objection was presented on behalf of LB Hackney in respect of the proposed location of housing within areas identified as having open space in earlier planning permissions and the layout and land uses proposed within Development Parcels 5.6-5.8 to the east of Waterden Road and the departure this represents from the adopted development plan.

The LB Hackney objector highlighted the fact the LBH's Local Development Framework (LDF) proposals map defines the area to the east of Waterden Road (within PDZ 5) as open space. The Objector reminded the Committee that it was under a duty to comply with planning policy unless material considerations applied, and that the Scheme did not meet the requirements of relevant planning policy as it did not provide a sufficient enough area of open space to be considered a regional park. It was suggested that the Applicant should consult with LBH on the elevation and footprint of the residential buildings on the edge of the Park.

The Planning Committee debated the layout and scale of the housing proposed within Development Parcels 5.6 - 5.8, the impact on the open space to the east and the departure from LB Hackney's Core Strategy.

Committee Members discussed whether there was a means of reconsidering the form and layout of the housing fronting the park to east noting that the proximity of this

housing to the IBC and MPC justified the design of taller buildings so as to reduce the overall footprint of the Development in this area. Members commented that this was an opportunity to change the plans to increase the size of the park, increase the height of the housing, complement the IBC and improve passive surveillance around the park edge.

Following consideration, Members resolved to add a condition to reduce the building line of the ground and upper floors along the eastern edge of the Development Parcels 5.6, 5.7 and 5.8 by a significant amount, with authority delegated to the Director of Planning Decisions to determine an appropriate set back taking account of the views of the Committee.

These objections expressed on design grounds concerns are considered to have been satisfactorily addressed by measures contained in relevant conditions relating to Development Parcels 5.6, 5.7 and 5.8 and the required minimum eastern building line set back secured by condition. Conditions require submission and compliance with a character area Design Guide for Development Parcels 5.6, 5.7 and 5.8 which provides guidance on proposed housing typologies including maximum building envelope.

Development Parcel 8.4

Objections were received from residents in Warton Road regarding the proposal at Development Parcel 8.4, and its impact on the neighbouring properties on the eastern side of Warton Road with regard to the impact upon views, daylight, sunlight and privacy of these existing residential properties, and upon the character of this street.

The ODA Planning Committee heard objections from residents of Icona Point and adjacent buildings on Warton Road. These objections were primarily related to; the proposal contributing to the overcrowding of an already overcrowded street creating a concrete jungle; the loss of light and shadowing, loss of privacy, and the likely contribution of the Development to the already unacceptable levels of congestion in the immediate vicinity. The Objector requested that the existing plans for Development Parcel 8.4 be withdrawn and that development on the site be restricted to the improvement of amenity, such as the provision of river boat berthing, or a cycle hire scheme. Alternatively, should this not be accepted, the Objector requested that the height of the proposed Development be restricted to four storeys.

The Planning Committee agreed to the insertion of a new condition restricting the height of any building within Development Parcel 8.4 to a maximum AOD height (equivalent to a four storey residential development) in order to protect the amenities and environment of local residents.

The residents' concerns are considered to have been satisfactorily addressed by measures contained in relevant conditions relating to Development Parcel 8.4 and in addition the requirement of a Character Area Design Guide for this Parcel.

Conclusion

The objections received from nearby residents of Development Parcel 8.4 to the proposed Development in this area have been addressed through the conditions imposed in the permission.

The objections and comments made in respect of the footprint of Development Parcels 5.6 - 5.8 have been addressed through the negotiated minimum building line set back

of the ground and upper floors along the eastern edge of Development Parcels 5.6, 5.7 and 5.8 in conditions imposed in the permission.

The proposal would accord with the following development plan policies, subject to the imposed conditions together with the section 106 agreement obligations;

London Plan

Policy 1.1 – Delivering the Strategic Objectives for London

Supports and seeks to manage change and growth in London, with growth contained within London's boundaries and not encroaching on the Green Belt or protected open spaces or having unacceptable impacts on the environment. Identifies the development of east London as a particular priority to address existing need for development, regeneration and promotion of social and economic convergence.

Policy 2.4 – The 2012 Games and their Legacy Strategic

(A) The Mayor will work with partners to develop and implement a viable and sustainable legacy for the Olympic and Paralympic Games to deliver fundamental economic, social and environmental change within east London, and to close the deprivation gap between the Olympic host boroughs and the rest of London. This will be London's single most significant regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially young people), driven by community engagement.

Policy 2.6 – Outer London: vision and strategy

Seeks locally sensitive approaches to realise the potential of outer London and enhance the quality of life for current and future residents.

Policy 2.13 – Opportunity areas and intensification areas

For identified opportunity and intensification areas the Mayor will encourage partnerships for preparing and implementing opportunity area planning frameworks to realize the growth potential of those areas in Annex 1 and in any Opportunity Area Planning Framework. Development proposals within those areas should support the identified policy directions for that area, seek to optimise residential and non-residential output and densities, provide necessary social and other infrastructure to sustain growth and where appropriate contain a mix of uses; realize the scope for intensification associated with existing or proposed improvements in public transport accessibility; make better use of existing infrastructure and promote inclusive access, walking and cycling; support wider regeneration and integrate development proposals to the surrounding areas.

Policy 2.14 – Areas for regeneration

The Mayor will work with strategic and local partners to coordinate sustained renewal. Boroughs should identify areas for regeneration and set out integrated spatial policies for regeneration, development and transport proposals including improvements in learning and skills, health, safety, access, employment, environment and housing. Loss of housing including affordable housing should be resisted unless replaced by better quality accommodation and at least equivalent floorspace.

Policy 2.15 – Town Centres

Seeks to coordinate development of London's network of town centres so that, beyond the CAZ, they provide the main foci for commercial development and intensification, the structure for sustaining and improving a competitive choice of goods and services,

with local neighbourhoods the main foci for a sense of place and local identity within the capital.

Policy 2.18 – Green infrastructure: the network of open and green spaces

The Mayor will work with all relevant strategic partners to promote, expand and manage the extent and quality of, and access to, London's network of green infrastructure. Enhancements to London's green infrastructure should be sought from development where a proposal falls within a regional or metropolitan park deficiency area. Development proposals should incorporate appropriate elements of green infrastructure that are integrated into the wider network; encourage the linkage of green infrastructure to the wider public realm and improve accessibility for all, develop new links, utilising green chains, street trees and other components of urban greening.

Policy 3.5 – Quality and design of housing developments

Housing development should be of the highest quality internally and externally. The design of all new housing development should enhance the quality of local places, taking into account physical context, local character, density, tenure and land use mix, and relationship with and provision of public communal and open spaces, taking particular account of the needs of children and older people. The design of new dwellings should take account of the factors relating to "arrival" at the building and the "home as a place of retreat", have adequately sized rooms and convenient and efficient room layouts, meet the changing needs of Londoners over their lifetimes, address climate change mitigation and social inclusion objectives and be developed through an effective design process.

Policy 7.1 – Building London's neighbourhoods and communities

(A) People should have a good quality environment in an active and supportive local community with the best possible access to services, infrastructure and public transport to wider London. Neighbourhoods should provide a character that is easy to understand and relate to. (B) Development should be designed so that the layout, tenure and mix of uses interface with the surrounding land and improve people's access to social and community infrastructure, the Blue Ribbon Network, local shops, employment opportunities, commercial services and public transport. (C) Development should enable people to live healthy active lives, maximise opportunity for community diversity, inclusion and cohesion; should contribute to people's sense of place, safety and security. Places of work and leisure, streets, neighbourhoods, parks and open spaces, should be designed to meet the needs of the community at all stages of people's lives and should meet the principles of lifetime neighbourhoods. (D) The design of new buildings and the spaces they create should help to reinforce or enhance the character, legibility, permeability and accessibility of the neighbourhood.

Policy 7.2 - An Inclusive Environment

(A) The Mayor will require all new development in London to achieve the highest standards of accessible and inclusive design and supports the principles of inclusive design which seek to ensure that developments:

Policy 7.3 – Designing out Crime

Seeks to create safe, secure and appropriately accessible environments where crime and disorder and fear of crime do not undermine quality of life or community cohesion. Development should reduce the opportunities for criminal behaviour and contribute to a sense of security without being overbearing or intimidating.

Policy 7.4 – Local character

Development should have regard to the form, function and structure of an area, place or street and the scale, mass and orientation of surrounding buildings. It should improve an area's visual or physical connection with natural features. It should build on positive elements that can contribute to establishing an enhanced character. Buildings, streets, open spaces should provide a high quality response that has regard to (a) pattern and grain of existing streets; (b) contributes to a positive relationship between urban structure and natural landscape features; (c) is human in scale; (d) allows existing buildings and structures to make a positive contribution to the character of a place; (e) is informed by the surrounding historic environment.

Policy 7.5 – Public Realm

Development should make the public realm comprehensible at a human scale, using gateways, focal points and landmarks to help people find their way. Landscape, street furniture and infrastructure should be of highest quality, have clear purpose, maintain uncluttered spaces and contribute to the easy movement of people. Opportunities for high quality public art should be considered. Opportunities for greening should be maximised. Treatment of the public realm should be informed by the heritage value of the place. Development should incorporate infrastructure such as toilets, drinking water fountains and seating where appropriate. It should reinforce the connection between public spaces and existing local features.

Policy 7.6 – Architecture

Architecture should make a positive contribution to a coherent public realm, streetscape and wider cityscape. It should incorporate the highest quality materials and design appropriate to its context.

Policy 7.7 – Location and design of tall buildings

Tall and large buildings should be part of a plan led approach to changing or developing an area. They should not have an unacceptably harmful impact on their surroundings. Applications for tall or large buildings should (a) generally be limited to the CAZ, opportunity areas, areas of intensification or town centres that have good access to public transport; (b) only be in areas that would not be adversely affected by the scale, mass or bulk of the building; (c) relate well to the form, proportion, scale and character of the surrounding buildings, urban grain and public realm, particularly at street level; (d) improve legibility of an area by emphasising a point of civic or visual significance and enhance the skyline; (e) incorporate the highest standards of architecture and materials; (f) have ground floor activities that provide a relationship to the surrounding streets; (g) contribute to improving the permeability of the site and wider area where possible; (h) incorporate publicly accessible areas on upper floors where appropriate, and (i) make a significant contribution to local regeneration. Tall buildings should not adversely affect their surroundings in terms of wind turbulence, overshadowing, noise, reflected glare, aviation, navigation and telecommunication interference; and should not impact adversely on local or strategic views. The impact of tall buildings proposed in sensitive locations should be given particular consideration.

Policy 7.8 – Heritage assets and archaeology

Seeks identification of London's heritage and archaeological assets. Development proposals should incorporate measures that identify, record, interpret, protect, and where appropriate, present the site's archaeology. Development should identify, value, conserve, restore, re-use and incorporate heritage assets where appropriate. Development affecting heritage assets and their settings should conserve their significance by being sympathetic to their form, scale, materials and architectural detail.

New development should make provision for the protection of archaeological resources, landscapes and significant memorials.

Policy 7.18 – Protecting local open space and addressing local deficiency

The loss of local protected open spaces must be resisted unless equivalent or better quality provision is made within the local catchment area. Replacement of one type of open space with another is unacceptable unless an up to date needs assessment shows that this would be appropriate.

London Borough of Hackney Core Strategy

Policy 1 – Main Town Centres

The Council will encourage significant economic and housing growth to locate in Daiston Mayor Centre and Hackney Central District Centre. To manage this level of change AAPs will be prepared for each of these areas.

Policy 5 – Hackney Wick New Community

The Olympic Legacy will bring significant regenerative changes to this area. The Council will prepare an AAP to shape Hackney Wick as a place for digital media and creative industry and create an integrated and sustainable community. Seeks employment led mixed development with connection to Stratford and Hackney Central that takes account of strategic industrial and priority employment designations, Olympic Legacy opportunities, including provision of new open space and a linear park adjacent to the River Lea as well as strategic industrial and priority employment designations. Capacity for 87,000m² of employment space, upgraded station access with commercial development and approximately 620 net additional homes is identified. Other uses would include retail, creative industry, new park and legacy facilities.

Development will need to contribute to improve connectivity to the area by public transport, walking and cycling. Development will be required to take account of the identified flood risk designations. Sustainable solutions will be required to reduce flood risk to and from development. The Council will work in partnership to develop a strategic flood risk management scheme for the area, designed to alleviate flood risk.

Policy 6 – Transport and Land-use

Encourages patterns and forms of development that reduce the need to travel, particularly by car. Seeks the highest level of design quality, environment and facilities for pedestrians and cyclists. Seeks to improve the quality of an area and the way it functions in transport terms by meeting access standards, maximising accessibility for pedestrians, cyclists and public transport users, mitigating effects of development on the transport network, promoting public transport improvements, safeguarding sites and alignment for Crossrail 2, managing travel demand by car, seeking reductions of through traffic, achieving reduced or no on-site parking in areas of good accessibility and reallocating road space to sustainable travel modes.

Policy 13 – Town Centres

The Council will promote and encourage retail, office, community, leisure, entertainment facilities, recreation uses, arts, culture and tourism activities within its major and district centres. The viability and vitality of these centres will be safeguarded. Shops that provide essential day to day needs for the local community in the borough's town, district and local centres as well as shopping parades and corner shops, will be protected from changes away from retail.

Policy 22 – Housing Density

Higher residential development will be promoted in sustainable locations such as main Town Centres, alongside major transport infrastructure, renewed estates, as part of the 2012 Olympic legacy. If an area scores below level five under PTAL, development will only be permitted at higher densities where there are firm proposals to improve public transport, increasing PTAL rating and allowing higher levels of sustainable movement. Proposals must meet identified housing needs and not overburden or worsen identified infrastructure deficiencies. In areas of higher density a lower proportion of family homes may be acceptable. In lower density areas a higher percentage of family homes could be appropriate and should maximise amenity and private open space. In areas with CPZ's or higher PTAL score, car-free residential development will be encouraged.

Policy 24 – Design

All development should seek to enrich and enhance Hackney's built environment and create a sense of place and local distinctiveness that is attractive and accessible. This will be achieved through: optimum arrangement of the site in terms of form, mass, scale; adopting a rigorous design and impact approach; identifying with and respecting the architectural, historic quality and character of the surrounding environment; enhancing the area between public and private domains; enhancing of the Public Realm; reducing crime and perception of crime.

Policy 25 – Historic Environment

All development should make a positive contribution to the character of Hackney's historic and built environment.

Policy 26 – Open Space Network

All open spaces should be well managed and enhanced to improve quality, capacity and public accessibility. Where appropriate, new open spaces will be created. There will be no loss of open space within Hackney's network of public and other designated open spaces unless: there is contemporary replacement of better or equivalent quantity and quality of public open space and setting; replacement is in a location with better or equivalent access; the quality of the remaining and replacement open space is not eroded by the proposed development.

London Borough of Hackney Unitary Development Plan Policies (not replaced by policies in the Core Strategy):

- EQ30 Areas of Special Landscape Character
- E14 Access for People with Disabilities
- OS5 Development Affecting Open Spaces and Parks

Hackney Wick Area Action Plan: (Pre-submission Document) January 2012

Policy 01 – Urban Structure and Function Principles

Proposals for developments within the nodes or corridors identified in Figure 8 should contribute to and reinforce this urban structure through the appropriate distribution and intensity of use.

Policy 03 – Public Realm and Open Space Principles

All new developments in Hackney Wick will be required to make a positive contribution to the quality of public realm and open space. Development should (a) contribute to creating a hierarchy of linked open spaces; (b) provide new green space/play space within the development; (c) have a clearly defined role and function; (d) be fully accessible; (e) enhance local ecology, in particular providing opportunities for maintaining biodiversity and wildlife habitat; (f) protect and enhance key views and vistas to open space and parklands.

Policy 04 – Building Height Principles

Identifies “The Hub” as an area suitable for taller buildings, with heights immediately adjacent to the station of between four and six storeys. Highlights the number of significant buildings that are either listed or of local merit, the majority being within Hackney Wick Conservation Area. Development should be sensitive to these buildings and of comparable scale and massing. Identifies the edge of the Hub and waterfront as suitable for up to six storeys. Development adjoining the Lea Navigation should consider environmental impacts associated with light spill. For the Creative Media City and Hackney Wick North buildings should be of low to medium rise (four to six storeys) with opportunities for increased height to provide a sense of identity or land mark.

Policy 05 – Active and Improved Frontage Principles

Where appropriate, all new development should provide frontages that are: (a) active and improve street and waterside frontage; (b) provide for retail, leisure, community and commercial uses and be of high quality build and specification, and (c) respect public open spaces and streets by ensuring that building forms are appropriately scaled to their context.

Policy 06 – Land Use Principles

Development should comply with the land use designations contained in Figure 12 (Land Use) of the document. For employment: (a) the range and types of uses in Strategic Industrial Locations should be in accordance with those prescribed in the London Plan; and (b) in Other Industrial Areas, existing industrial capacity will be protected. Mixed use development is permitted subject to industrial needs and demands being met. New development should provide a range of employment space (type, size, affordability). For residential: (c) development should demonstrate exemplar design quality; (d) affordable housing should be provided in accordance with Core Strategy Policy 20; (e) Opportunities for family housing should be considered in the southern area of the Creative Media City. For Community: (f) new and improved community uses and facilities will be encouraged in Hackney Wick North, in the Hub and the southern area of the Creative Media City.

Policy 07 – Sustainable Design

All new development in Hackney Wick should: (a) achieve a minimum of BREEAM Excellent and minimum Code for Sustainable Homes level 4/5. (b) aim to utilise the most appropriate renewable energy solutions and sustainable design and construction techniques; (c) maximise opportunities to maintain, enhance and restore biodiversity through green roofs/balconies/walls, green space, planting and landscaping, green linkages, sustainable urban drainage, management of existing green space; (d) promote key connections and provide safe and attractive routes, while also integrating habitat through public realm and open space improvements; and (f) ensure design proposals to waterside development considers the impacts of shading and light spill on the watercourse.

Policy 08 – Development Type and Locations Principles

More vulnerable development should be located in areas of lowest flood risk in Hackney Wick, while less vulnerable developments are permitted within the remaining areas, at greater risk of flooding; (b) residential accommodation should primarily be located within areas of Low to Moderate hazard; (c) In areas of significant hazard all residential accommodation must be located on the first floor or above.

London Borough of Newham Core Strategy, adopted January 2012 (interim version)

Policy S1 – Spatial Strategy

The overarching spatial strategy which seeks to focus major development proposals in the "Arc of Opportunity" that extends from Stratford and the Olympic Park, down the Lower Lea Valley and east through the Royal Docks to Beckton.

Policy S2 – Stratford and West Ham

Provides for approximately 19,700 new homes in this area, the majority on identified Strategic Sites. Stratford regarded as an employment hub and centre for strategic retail growth, focusing office and tall building development in this area. Development should contribute to measures to integrate the existing town centre with Stratford City, investment in its regeneration and the creation of a vibrant Metropolitan Centre.

SP1 – Core Borough-Wide Place Making Policy

An overarching policy that seeks to secure a well-connected and integrated series of successful and distinctive places, where people will choose to live, work and stay, helping to transform the borough as a whole.

SP3 – Quality Urban Design Within Places

Seeks to secure a high quality of urban design in new buildings and spaces created, contributing to safe, sociable and inclusive mixed and balanced communities and places that people feel proud of. Proposals should address:

- the creation of genuinely mixed use areas with a range of high quality accommodation for living, community facilities and workplaces, ensuring easy and inclusive access;
- the need to avoid problems related to bad neighbour uses;
- the importance of minimising environmental impact;
- seek to reinforce or create local positive distinctiveness and integration with the local context;
- the desirability of making the public realm attractive as a social meeting place for the whole community; and
- the importance of providing legible, connected networks of streets, spaces and parks conducive to travel on foot or by bike.

SP4 – Tall Buildings

Seeks to control the location and form of new tall buildings in the Borough on a strategic basis to ensure they contribute to best effect in signifying regeneration and creating successful places. Locations on strategic sites with good public transport access within the Arc of Opportunity will be regarded as suitable locations for tall buildings where they will contribute to legibility, place-making and sustainable community objectives. Expects that all tall building schemes will meet exemplary design and management standards.

SP5 – Heritage and Other Successful Place-Making Assets

This policy seeks to recognise the value of heritage and other assets (natural, cultural, architectural and infrastructural) through their protection, conservation and enhancement.

SP6 – Successful Town Centres

Town and local centres should be vibrant, vital and valued as components of local neighbourhoods and the borough as a whole.

Proposals should:

- Seek to ensure that routes from local areas and transport nodes and across the centre are convenient, attractive and safe.
- A need for high quality accessible public realm including features and public squares that compliment the centre.
- Attend to crime, anti-social behaviour and safety concerns from large numbers of people and the night time economy.
- Diversify uses, encouraging the location of services and flexible community spaces, visitor and cultural attractions and facilities and creation of residential dwellings in centres of appropriate scale.
- Prevent non-retail uses from clustering excessively or reaching disproportionate levels within centres, or adjacent to its boundaries/gateways.
- Manage the centres as part of a clearly defined network and hierarchy, encouraging consolidation of commercial uses within centres.

SP7 – Quality Movement Corridors and Linear Gateways

Seeks to reinforce the positive role performed by the Borough's principal street networks, key movement corridors and linear gateways to and within the Borough through interventions in the public realm and good urban design. Proposals should address:

- desirability introducing active frontage to streets edges;
- importance of consolidating commercial and community uses into defined local and town centres and local shopping parades;
- general principles of good urban design;
- particular need to enclose the street and reduce traffic noise and air pollution impacts, generally maintaining the building line;
- the need to raise and maintain the quality of the public realm, the value of tree planting and desirability of introducing public art; and
- the importance of facilitating smooth, efficient and safe movement of traffic.

London Borough of Tower Hamlets Core Strategy

Policy SO1 – Delivering Tower Hamlets regional role

Seeks to fulfil the boroughs gateway role in the Thames Gateway, supporting Canary Wharf, Stratford and the Lower Lea Valley as key drivers of sub regional growth; optimising the use of land to deliver the growth agenda; ensuring that growth is supported by all types of infrastructure; fulfilling environmental responsibilities to protect the natural environment, manage and reduce flood risk and live within environmental limits; ensure large developments of regional significance maximise the benefits for local people and the region; working in partnership to deliver a long term, proactive approach to regeneration.

Policy SO2 – Maximising the benefits of Olympic Legacy

Tower Hamlets will maximise the benefits and opportunities offered by the 2012 Olympic and Paralympic Games and its legacy through: working closely with the appropriate authorities to ensuring a collaborative approach to the planning and implementation of the Olympic Legacy; regenerating Fish Island; delivering High Street 2012; assisting in the creation of the Lea River Park to link the Olympic Legacy Area and Lea Valley Regional Park with the Thames; significant investment in Victoria Park; taking full advantage of people visiting the borough to stimulate the local economy; supporting communities participation in activities, sports and opportunities linked to the Olympics and Olympic Legacy; stimulating economic regeneration through the creation of new local employment, enterprise and business opportunities.

Policy SO3 – Achieving wider sustainability

Seeks to achieve environmental, social and economic development simultaneously. Where trade offs between competing objectives are unavoidable, this will be realised by: planning for healthy environments that recognise the important health related benefits of well designed neighbourhoods, high quality housing, access to employment, access to open space and to shops and services; mitigating and adapting the built environment to climate change; minimising the use of natural resources; protecting and enhancing the quality of the environment; improving air, land and water quality; ensuring the capacity of existing and new infrastructure is adequate.

Policy SO4 – Refocusing on our town centres

To have a hierarchy of interconnected, vibrant and inclusive town centres that are mixed use hubs for retail, commercial, leisure, civic and residential.

Policy SO5 – Refocusing on our town centres

To promote mixed use at the edge of town centres and along main streets.

Policy SO6 – Refocusing on our town centres

To promote areas outside of town centres for primarily residential and supporting uses that do not need the higher levels of accessibility of town centres.

Policy SP01 – Refocusing on our town centre

(1) Redefine and apply the town centre hierarchy as described for (a) Central Activities Zone; (b) Tower Hamlets Activity Area; (c) Major Centre; (d) District Centre; (e) Neighbourhood Centre – including a new neighbourhood centre at Hackney Wick.

(2) Ensure the scale and type of uses within town centres are consistent with the hierarchy, scale and role of each town centre (3) Promoting good design of town centres, ensuring well integrated spatial layout is achieved that connects surrounding areas. (4) Maintain focus and increase the supply of town centre activity and retail floorspace to meet identified demand and support town centres as vibrant economic hubs. (5) Promote areas outside and at the edge of town centres as places that support and assist in the creation of sustainable communities.

Policy SO7 – Urban living for everyone

Deliver housing growth to meet general and specialized demand in line with London Plan housing targets.

Policy SO8 – Urban living for everyone

Ensure housing contributes to the creation of socially balanced and inclusive communities by offering housing choice reflecting the Council's priorities for affordable and family homes.

Policy SO9 – Urban living for everyone

Ensure that all housing in Tower Hamlets is high quality, well designed, energy efficient, sustainable and durable.

Policy SP02 – Urban living for everyone

Seeks to deliver new homes in line with the targets set out in the London Plan. (a) focusing new housing in the eastern part of the borough including Fish Island; Ensure new housing assists in the creation of sustainable places by (a) optimising the use of land; (b) corresponding the distribution and density levels of housing to public transport accessibility levels and wider accessibility of the location; (c) corresponding the distribution and density levels of housing to the hierarchy and proximity of the nearby town centre.

(6) Ensuring all housing is appropriate, high quality, well-designed and sustainable (a) setting housing design standards; (c) requiring new developments to comply with accessibility standards; (d) requiring the provision of adequate housing amenity space for new homes, and communal amenity space for developments of 10 units or more; (e) requiring sites that are providing family homes to provide adequate play space for children; (f) requiring new homes to respond to climate change, including a stepped target for carbon emissions in line with Government guidance.

(7) Providing for the specialist housing needs of the borough, including working with partners to facilitate the appropriate amount of specialist and supported housing in order to cater for the homeless, vulnerable and elderly.

Policy SO22 – Creating distinct and durable places

Protect, celebrate and improve access to our historical and heritage assets by placing these at the heart of reinventing the hamlets to enhance local distinctiveness, character and townscape views.

Policy SO23 – Creating distinct and durable places

Promote a borough of well designed, high quality, sustainable and robust buildings that enrich the local environment and contribute towards quality of life.

London Borough of Tower Hamlets Unitary Development Plan, saved policies:

- DEV1 – Design Requirements
- DEV2 – Environmental Requirements
- DEV3 – Mixed Use Developments
- DEV8 – Protection of Local Views

London Olympic and Paralympic Games Act 2006

The proposed Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:

- (a) To the desirability of making proper preparation for the London Olympics;
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them;
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics;
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents); and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

8. GREEN INFRASTRUCTURE

It is considered that, subject to the proposed conditions and Section 106 Agreement, the Development makes acceptable provision for green infrastructure of appropriate types and amount, and of an appropriately high quality.

Open Space:

The Development proposes to provide 9.9 ha of new open space. When combined with the consented open space falling outside the Application site the total open space across the Olympic Park exceeds the established Park-wide publicly accessible open space target of 102 ha and is considered to be acceptable. Provision for open space is secured in conditions and the s.106 legal agreement.

Assessed against Fields in Trust recreation space standards (2.4 ha per 1000 population) a shortfall in formal playing fields provision within the Application site was identified, but in the context of the extensive playing pitch provision in the immediate

vicinity of the site it considered that adequate provision exists in this respect. The s.106 legal agreement secures public access to use the school playing fields at PDZs 4, 5 and 12. When assessed against the Mayoral standard (10sqm per child) for children's playspace the required area of formal/designated playspace is provided within the Application site. A shortfall in the informal element of the playspace is mitigated by the extensive informal Parkland area immediately adjacent in the Olympic Park. The overall amount of playspace within the Application site, (including Doorstep, Neighbourhood, Local and Youth playspaces) and its delivery is secured by relevant conditions of the planning permission.

Biodiversity Action Plan habitat:

The application site will deliver 9.2 ha of BAP habitat, to be provided within multi-functional open spaces, street trees and rain gardens, and on green roofs, to contribute to the wider Park-wide BAP area. The Development will result in the Park-wide BAP area increasing from the existing BAP target area of 45 ha to 49 ha and this is secured through a s.106 legal agreement obligation together with monitoring, reporting and management requirements. The overall amount of BAP habitat within the LCS Application site, and within each PDZ is secured by condition.

A net loss of approved species rich grassland would result from the proposal. However, the extent of loss of this habitat is minor, and conditions secure the provision of a suitably high quality green roof specification to ensure the quality of habitat created is sufficient to help offset this loss. A condition also secures the overall amount of green roof habitat.

A condition is proposed to require a Green Infrastructure Strategy to accompany Zonal Masterplans (ZMP) to address issues of quantum, location and delivery of open and playspace and BAP habitat. In terms of long term care of the implemented green infrastructure, conditions are proposed to require submission and approval of a site-wide framework and PDZ specific plans for management and maintenance of open and playspace and BAP habitat.

Objections

LB Hackney objected to the loss of open space as a result of the proposed residential development in Development Parcels 5.6, 5.7 and 5.8 of PDZ5 as a departure from the development plan. This objection was debated at the Planning Committee meeting, with Officers confirming that it was considered that provision of open space across the scheme generally was of sufficient quantity and quality to outweigh the loss of open space within PDZ5. Following detailed consideration of the issue, the Planning Committee resolved that an additional condition should be inserted to require reduction in the building line along the eastern edge of development at PDZ5 from that shown on the submitted drawings in order to ensure that the loss of parkland from the proposed housing in this part of PDZ5 is minimised. This planning permission is subject to that condition which requires a 15m set back in the eastern building line.

Sport England expressed concern that the extent of playing pitch provision was insufficient. Whilst there is a shortfall in formal playing fields provision within the given the context of the extensive playing pitch provision in the immediate vicinity of the site it and the parkland setting of the Development, it is considered that adequate provision exists in this respect.

Natural England, London Wildlife Trust and the Environment Agency expressed concern at a net loss of approved species rich grassland habitat and fragmented, lower

quality replacement provision on green roofs. A net loss of approved species rich grassland would result from the proposal. However, the extent of loss of this habitat is minor, and conditions secure the provision of a suitably high quality green roof specification to ensure the quality of habitat created is sufficient to help offset this loss. A condition also secures the overall amount of green roof habitat.

Conclusion

Subject to the proposed conditions and s.106 legal agreement obligations, the scheme is considered to accord with relevant development plan policies as set out below:

London Plan

2.18 Green infrastructure: The Mayor will work with all relevant strategic partners to promote, expand and manage the extent and quality of, and access to, London's network of green infrastructure. Enhancements to London's green infrastructure should be sought from development where a proposal falls within a regional or metropolitan park deficiency area. Development proposals should incorporate appropriate elements of green infrastructure that are integrated into the wider network; encourage the linkage of green infrastructure to the wider public realm and improve accessibility for all, develop new links, utilising green chains, street trees and other components of urban greening.

3.6 Children and young people's play and informal recreation facilities: The Mayor and appropriate organisations should ensure that all children and young people have safe access to good quality, well-designed, secure and stimulating play and informal recreation, incorporating greenery and trees whenever possible. Development proposals that include housing should make provision for play and informal recreation, based on expected child population of the scheme and an assessment of future needs.

3.19 Sports facilities: Development proposals that increase or enhance the provision of sports and recreation facilities will be supported. Proposals that result in the net loss of sports and recreation facilities, including playing fields, should be resisted. Temporary facilities may provide the means of mitigating loss as part of proposals for permanent re-provision. Multi-use public facilities should be encouraged. The provision of flood lighting should be supported where there is an identified need to increase sports participation unless this gives rise to demonstrable harm. Where sports facility development is proposed on existing open space, this will need to be considered in light of policies on Green Belt and protecting open space provision.

5.1 Climate change mitigation: The Mayor seeks to achieve an overall reduction in carbon dioxide emissions of 60 per cent (below 1990 levels) by 2025.

5.11 Urban greening: Promotes and supports urban greening such as new planting in the public realm and multi-functional green infrastructure to contribute to the adaptation to and reduction of the effects of climate change. Development proposals should integrate green infrastructure from the beginning of the design process.

5.13 Sustainable drainage: Development should utilise sustainable urban drainage systems (SUDS) unless there are practical reasons for not doing so, and should aim to achieve Greenfield rates of run-off and ensure that surface

water is managed as close to its source as possible in line with the identified drainage hierarchy.

7.18 Protecting local open space: The loss of local protected open spaces must be resisted unless equivalent or better quality provision is made within the local catchment area. Replacement of one type of open space with another is unacceptable unless an up to date needs assessment shows that this would be appropriate.

7.19 Biodiversity and access to nature: Development proposals should: (a) make a positive contribution to the protection, enhancement, creation and management of biodiversity; (b) prioritise assisting achievement of targets in biodiversity action plans and/or improve access to nature in areas deficient in accessible wildlife sites; (c) not adversely affect the integrity of European sites, and be resisted where they have significant adverse impact on European or nationally designated sites, or on the population or conservation status of protected species, or a priority habitat identified in a UK, London, appropriate regional or borough BAP.

7.21 Trees and woodlands: Existing trees of value should be retained and any loss as the result of development should be replaced following the principle "right place right tree". Wherever appropriate, the planting of additional trees should be included in new developments.

7.28 Restoration of the blue ribbon network: Development proposals should restore and enhance the Blue Ribbon Network by: (a) taking opportunities to open culverts and naturalise river channels; (b) increasing habitat value; development which reduces biodiversity should be refused; (c) preventing development and structures into the waterspace unless it serves a water related purpose; (d) protecting the foreshore of tidal rivers; (e) resisting the impounding of rivers; (f) protecting the open character of the Blue Ribbon Network.

London Borough of Newham Core Strategy 2012

SC1 Sustainability and climate change: Requires development to respond to climate change through mitigation and adaptation measures inter alia.

- Maximising passive solar design;
- Re-using/recycling demolition and construction waste. Using locally sourced/produced materials;
- Incorporating sustainable urban drainage;
- Incorporating living roofs;
- Greening the borough through landscaping, tree planting and provision of natural environments and increased greenspace connectivity;

SC4 Biodiversity: Seeks to protect and enhance biodiversity and that development contributes to a net gain in the quantity and quality of Newham's natural environment. Expects all major development to contribute to achieving the targets and actions in the Newham Biodiversity Action Plan. Permitting development only where it can be demonstrated that significant adverse impact on species and habitats is avoided. Seeks incorporation of living roofs, landscaping and tree planting. Seeks to enhance opportunities for biodiversity in the Blue Ribbon Network.

INF6 Green infrastructure: Seeks to protect and strengthen green infrastructure over the plan period and address deficiencies in quantity, quality and access to open space in the borough. Key priorities include proposed new Metropolitan Open Land (MOL) in legacy at the Queen Elizabeth Park, improving access to the Lea Valley Regional Park,

improvements to natural and semi-natural open space and addressing gaps in access on foot and cycle to open spaces.

LBN Unitary Development Plan (as saved)

Policy OS8 Green space in new development

Policy EQ15 Inclusion of tree planting in new development

London Borough of Hackney (LBH) Core Strategy 2010

Policy 26: Open space network: All open spaces should be well managed and enhanced to improve quality, capacity and public accessibility. Where appropriate, new open spaces will be created. There will be no loss of open space within Hackney's network of public and other designated open spaces unless there is contemporary replacement of better or equivalent quantity and quality of public open space and setting; replacement is in a location with better or equivalent access; the quality of the remaining and replacement open space is not eroded by the proposed development.

Policy 27: Biodiversity:

The Council will protect conserve and enhance nature conservation areas for their biodiversity value and develop a local network contributing to the wider Green Grid. Development will be encouraged to include measures that contribute to the borough's natural environment and biodiversity. Where appropriate a biodiversity survey must be carried out, with actions to enhance biodiversity value, mitigate or compensate for any harm to habitats or species

LBH Unitary Development Plan (as saved)

Policy EQ31: EQ31 Trees

Policy OS5 Development Affecting Open Spaces and Parks

London Borough of Tower Hamlets (LBTH) Core Strategy 2010

SP04 (Creating a green and blue grid): Deliver a network of open spaces by (a) protecting and safeguarding all existing open space so there is not net loss. (b) maximising opportunities for new publicly accessible open space of a range of sizes. (c) assisting in the delivery of new strategic publicly accessible open spaces, including the Lea River Park, FAT Walk and the Olympic Park, to address deficiencies of open space in the eastern part of the borough. (d) improving the quality, usability and accessibility of existing publicly accessible open spaces. (e) promoting publicly accessible open spaces as multi-functional spaces that cater for a range of activities, lifestyles, ages and needs. (f) improving access to the strategically important publicly accessible open spaces including the Olympic Park. (g) creating new green corridors and enhancing existing ones to connect publicly accessible open spaces to main destination points.

- (1) Promote and support new development that provides green roofs, green terraces and other measures.
- (2) Protect and enhance biodiversity value through (a) the design of open space and buildings; (b) ensuring development protects and enhances biodiversity value in order to achieve a net gain in biodiversity.

LBTH Unitary Development Plan (as saved)

Policy DEV12 (Provision of landscaping in development)

Policy DEV63 (Green chains and walkways)

Policy OS9 (Children's playspace)

Policy OS13 (Youth provision).

London Olympic and Paralympic Games Act 2006

The proposed Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:

- (a) To the desirability of making proper preparation for the London Olympics;
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them;
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics;
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents); and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

9. REMEDIATION STRATEGY AND CODE OF CONSTRUCTION PRACTICE

Remediation strategy

The application includes a Global Remediation Strategy (GRS) which sets out proposals to deal with the remediation of contaminated land. The strategy is to first make an assessment of the remediation carried out as part of the Olympic development including a review of previous documents and assumptions made previously about post Games uses. A condition requires that all remediation works associated with the Olympic development have been completed and validated (other than agreed on going groundwater monitoring) prior to the Development commencing. The strategy is to assess what effect the new proposals would have on the previous works. Conditions are proposed which require further strategy (where appropriate) and method statement documents to be submitted for approval and all works are required to be validated.

Code of Construction Practice (CoCP)

The submitted CoCP and CoCP Addendum set out procedures, standards and management measures to mitigate the impacts of construction particularly by maintaining satisfactory levels of environmental protection and limiting disturbance from construction activities. The Local Planning Authority is satisfied that the measures in the CoCP would mitigate the impact of the construction of the Development.

Conditions require a final version of the CoCP to be submitted along with related documents dealing with the management of construction transport, construction waste, water and ecology. Schemes for the monitoring and reporting of air quality and noise are also secured by condition. A condition sets out the hours of work which are the standard hours allowed by the host local authorities.

Objections

Representations were received from the LB Newham on the effects of construction on air quality and noise and on hours of working. LB Tower Hamlets also raised hours of working.

Conditions require noise and dust mitigation and monitoring schemes to be established and the appointment of an Environmental Manager to be responsible among other things for submission of environmental management plans and convening an environmental forum for the reporting and discussion of noise and air quality monitoring. The proposed hours of work are conditioned and are in accordance with the standard Local Authority practice. These measures are considered to address the concerns raised.

Representations were received from the Environment Agency, HPA and LB of Newham in respect of the remediation strategy. The representations considered that the proposals did not adequately provide for safeguarding previous remediation measures or recognise where previous remediation design assumptions had changed. The HPA were concerned that asbestos was not recognised as an issue. A representation was received from a member of the public concerning the disposal cell for exempt radiological material in PDZ 4.

These representations have been addressed by the revised GRS and proposed conditions which require an assessment of how previous measures are to be safeguarded and new measures where appropriate. Criteria for asbestos are now included in assessments. Conditions require specific details to safeguard the radiological cell in PDZ 4 which was approved as part of the Olympic consents.

Conclusion

The proposed remediation strategy taken with the proposed conditions will safeguard previous remediation works, require new works where appropriate and that human health and controlled waters will be suitably protected.

The CoCP, taken with the requirements of the proposed conditions, mean that Officers are satisfied that the impacts of construction can be properly mitigated and the scheme will comply with relevant guidance and the following policies in mitigating and reducing noise and air quality impacts and minimising construction waste.

London Plan

Policy 5.18 – Construction, excavation and demolition waste

Ensure that major developments are required to recycle CE&D waste on site wherever practical.

Policy 5.21 – Contaminated land

Supports the remediation of contaminated sites, seeks to ensure that development of brownfield land does not result in significant harm to human health or the environment,

and brings contaminated land back into beneficial use. Appropriate measures should be taken to ensure that development on previously contaminated land does not activate or spread contamination.

Policy 7.14 – Improving air quality

Seeks to ensure that spatial, climate change, transport and design policies of the plan support implementation of his Air Quality and Transport strategies to achieve reductions in pollutant emissions and minimise public exposure to pollution. Development proposals should (a) minimise increased exposure to existing poor air quality and make provision to address local problems of air quality and where development is likely to be used by large numbers of those particularly vulnerable to poor air quality; (b) promote sustainable design and construction to reduce emissions from demolition and construction of buildings; (c) be at least air quality neutral and not lead to further deterioration of existing poor air quality; (d) where provision need to be made to improve air quality that this is usually on-site; (e) where detailed air quality assessment is required and the Development includes biomass boilers, the assessment should forecast pollutant concentrations. Permission should only be granted where there is no adverse air quality impact from the biomass boilers identified.

Policy 7.15 – Reducing noise and enhancing soundscapes

Development proposals should seek to reduce noise by (a) minimising the existing and potential adverse impacts of noise on, from, within, or in the vicinity of development proposals; (b) separating new noise sensitive development from major noise sources through the use of distance, screening or internal layout in preference to reliance on sound insulation; (c) promoting new technologies and improved practices to reduce noise at source.

London Borough of Hackney Core Strategy

Policy 32 – Waste

New development must support the objectives of sustainable waste management. This includes: minimising waste during design and construction of development; incorporation of integrated, well designed, recycling, composting and residual waste storage facilities in all new developments; seeking to maximise self-sufficiency in waste management capacity; seeking to minimise waste creation; safeguarding existing waste sites unless compensatory provision is made; promoting waste reduction and increasing recycling in the community.

London Borough of Hackney: Saved UDP Policy

- EQ40 Noise Control
- EQ42 Air Pollution
- EQ43 Contaminated Land
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London Borough of Newham Core Strategy, adopted January 2012 (interim version)

INF3 – Waste and Recycling

Seeks to manage Newham's waste in accordance with the waste apportionment set out in the London Plan and the aim of moving from landfill to waste minimisation, moving up the waste hierarchy. Development proposals for industrial, Commercial and residential developments must demonstrate arrangements for on-site waste management, including the location and appropriate size of storage facilities and vehicular access.

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London Borough of Newham: Saved UDP Policy

EQ45 Environmental Protection
EQ49 Contaminated Land

London Borough of Tower Hamlets Core Strategy

Policy SP05 – Waste

(1) Implement the Waste Management Hierarchy of reduce, reuse and recycle; requiring non-waste developments to appropriately design and plan for waste storage and recycling facilities; requiring all developments to reduce and re-use waste from construction and demolition; (d) supporting developments that use recycled materials.

(2) Identify areas of search that are suitable for accommodating a waste management facility and working with partners to deliver the Waste Strategy, including Fish Island; (c) working with the Olympic Delivery Authority to connect any energy generating waste facility with the Olympic Energy Centre in Fish Island.

London Borough of Tower Hamlets: Submission draft Managing Development DPD (February 2012)

Policy DM9 Improving Air Quality

Major development will be required to submit an Air Quality Assessment demonstrating reduction or prevention of air pollution during construction or demolition.

London Borough of Tower Hamlets: Saved UDP Policy

Policy DEV50 Noise
Policy DEV51 Contaminated Land

London Olympic Games and Paralympic Games Act 2006

The proposed Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

(a) To the desirability of making proper preparation for the London Olympics,

- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

10. WATERWAYS AND FLOODING

The submitted Flood Risk Assessment and its Addendum conclude that the flooding risk for a 1 in 100 year event to the surrounding area would not be significantly changed by the Development, but parts of the application site would be at risk of flooding. Mitigation of this risk has been secured by conditions which will ensure the minimum threshold level is above the 1 in 100 year flood event in PDZs 1, 4 and 8.

A condition requires details of the works/replacement of the brick wall alongside the Lea Navigation (which acts as an informal flood defence) to be submitted prior to the commencement of any development in PDZ 8. The formal river wall/flood defence alongside Waterworks River in DP 8.4 is likely to require complete replacement in order to continue protecting the Development Parcels within PDZ8 and the Carpenters Road Estate from flooding, condition requires further details of the state of the existing wall, its expected life and details of any necessary replacement.

Details of the buffer zone between any development in Development Parcels 8.2, 8.3 and 8.4 and the adjacent flood defences are required by a further condition in order to ensure access to the defences for maintenance. Further conditions are included in the permission regarding drainage details, including sustainable solutions.

Objections

The London Borough of Hackney commented that more detail was needed on how the Development will mitigate flood risk on adjacent areas, especially Hackney Wick. However, the Flood Risk Assessment has demonstrated that the Development would have a very limited impact in terms of off-site flooding risk and on the number of properties affected by flooding when compared with the 2008 Flood Risk Assessment, and the Environment Agency did not propose any mitigation measures (or required further modelling work to be undertaken) for the flooding risk in Hackney Wick. The Environment Agency and Thames Water raised no objections.

Conclusion

Subject to the relevant conditions, the Development is considered to accord with the provisions of the following development plan policies regarding flooding, waterways and sustainable drainage;

London Plan

Policy 5.12 – Flood risk management

Development proposals must comply with the flood risk assessment and management requirements set out in PPS25 over the lifetime of the development and have regard to measures proposed in Thames Estuary 2100 and Catchment Flood Management Plans. Development adjacent to flood defences will be required to protect the integrity

of existing flood defences and be set back from the watercourse banks and flood defences wherever possible.

Policy 5.13 – Sustainable Drainage

Development should utilise sustainable urban drainage systems (SUDS) unless there are practical reasons for not doing so, and should aim to achieve greenfield rates of run-off and ensure that surface water is managed as close to its source as possible in line with the identified drainage hierarchy.

Policy 5.14 – Water quality and waste water infrastructure

Seeks to ensure that London has adequate and appropriate wastewater infrastructure and to protect and improve water quality. Development proposals must ensure that there is adequate wastewater infrastructure capacity available.

London Borough of Hackney Core Strategy adopted January 2012 (interim version)

Policy 31 – Flood Risk

The suitability of land for development will be informed by the North London Strategic Flood Risk Assessment and the Sequential and Exception tests as laid out in PPS25. All development proposals must contribute to the long term flood management of the Thames Catchment Flood Management Plan and demonstrates an overall reduction in flood risk. Sustainable options should be identified to reduce flood risk to and from development. New development shall be designed to incorporate flood resilience and resistance measures where appropriate. Where development is permitted in areas at risk to flooding, existing flood defences should be protected. Retrofitting of flood resilient and resistant measures will be encouraged.

Hackney Wick Area Action Plan: (Pre-submission Document) January 2012

Policy 09 – Flood Resilient Design Principles

(a) The flood resilience of buildings should be improved; (b) Where possible, electrical fittings and appliances should be raised above the flood level; (c) where possible, flood proofing measures should be retrofitted to reduce the costs and consequences of a potential flood event.

Policy 10 – Finished Floor Levels

All residential uses in a flood affected area must be at first floor or above. Hazardous substances should be stored above the flood level. Basement dwellings will not be permitted.

Policy 11 – Safe Access and Egress

All development must provide safe access and egress points.

Policy 12 – Safe Refuge and Rendezvous

Mixed use developments within flood prone areas in the southern part of Hackney Wick must include internal stairways to provide access to areas of safe refuge above the flood level.

London Borough of Newham Core Strategy

Policy SC1 – Sustainability and Climate Change

Requires development to respond to climate change through mitigation and adaptation measures.

- Major residential development should meet Code for Sustainable Homes Level 4 as a minimum (or any subsequent equivalent adopted national standard).

- Major non-residential development required to meet BREEAM “Very Good” standards as a minimum.
- Maximising passive solar design.
- Re-using/recycling demolition and construction waste. Using locally sourced/produced materials.
- Incorporating sustainable urban drainage.
- Incorporating living roofs.
- Greening the borough through landscaping, tree planting and provision of natural environments and increased greenspace connectivity.
- Improving environments through soil improvements and sustainable remediation of contaminated land.

SC3 – Flood Risk

Development must be shown to be flood resistant and regeneration should improve the resilience of those parts of the Borough at risk from flooding. The sequential and exceptions requirements of PPS25 should be applied and use made of Flood Risk Assessments. Seeks incorporation of Sustainable Urban Drainage Systems and has a presumption against hard-standing on domestic gardens and public open space. Expects development to contribute to the improvement of flood defences. Expects development to be set back from the Blue Ribbon Network.

London Borough of Newham Unitary Development Plan, saved policies

- CS18 – Drainage System
- EQ2 – Waterside access
- EQ4 – Waterside development

London Borough of Tower Hamlets Core Strategy

Policy SO3 – Achieving wider sustainability

Seeks to achieve environmental, social and economic development simultaneously. Where trade offs between competing objectives are unavoidable, this will be realised by: planning for healthy environments that recognise the important health related benefits of well designed neighbourhoods, high quality housing, access to employment, access to open space and to shops and services; mitigating and adapting the built environment to climate change; minimising the use of natural resources; protecting and enhancing the quality of the environment; improving air, land and water quality; ensuring the capacity of existing and new infrastructure is adequate.

Policy SO13 – Creating a green and blue grid.

To reduce the risk and impact of flooding on people, property and the environment.

Policy SP04 – Creating a green and blue grid.

(1) Deliver a network of open spaces by (a) protecting and safeguarding all existing open space so there is not net loss; (b) maximising opportunities for new publicly accessible open space of a range of sizes, particularly in a range of locations that include Fish Island; (c) Assisting in the delivery of new strategic publicly accessible open spaces, including the Lea River Park, FAT Walk and the Olympic Park, to address deficiencies of open space in the eastern part of the borough; (d) Improving the quality, usability and accessibility of existing publicly accessible open spaces; (e) promoting publicly accessible open spaces as multi-functional spaces that cater for a range of activities, lifestyles, ages and needs; (f) Improving access to the strategically important publicly accessible open spaces including the Olympic Park; (g) creating new green corridors and enhancing existing ones to connect publicly accessible open spaces to main destination points.

- (2) Promote and support new development that provides green roofs, green terraces and other measures.
- (3) Protect and enhance biodiversity value through (a) the design of open space and buildings; (b) ensuring development protects and enhances biodiversity value in order to achieve a net gain in biodiversity.
- (4) Work with British Waterways and the PLA to deliver a network of high quality, useable and accessible water spaces: (a) identifying opportunities for new water spaces; (b) protecting existing water spaces from inappropriate development; (c) improving the quality, usability, accessibility of the environment of water spaces; (d) working with others to protect and enhance the aesthetic, ecological and biodiversity values of the water spaces; (e) improving accessibility to and along watercourses; (f) ensuring new development responds positively and sensitively to the setting of water spaces; (g) using water spaces for movement, including passenger and freight transport; (h) ensuring residential and commercial moorings are in locations that do not negatively impact on water spaces or navigation.
- (5) Reduce the risk and impact of flooding through: (a) using the Sequential Test to assess and determine the suitability of land for development based on flood risk; (b) All new development in a high risk flood zone must demonstrate that it is safe and passes the PPS25 Exception Test; (c) ensuring that all new development across the borough does not increase the risk and impact of flooding; (d) ensuring the application of flood-resilient design of all new development in areas of Flood Risk 2 and 3a; (e) protect and where possible increase the capacity of watercourses to retain water; (f) all new development must aim to increase the amount of permeable surfaces; (g) seeks to maintain existing flood defences to the appropriate standards and improve the standard, lifetime and access to defences for riverside development; (h) ensure emergency planning practices are in place.

**London Borough of Tower Hamlets Submission draft Managing Development
DPD (February 2012)**

Policy DM13 Sustainable Drainage

Requires development to minimise the amount of water usage, run-off and discharge from the site and utilise Sustainable Urban Drainage techniques.

**London Borough of Tower Hamlets Submission draft Fish Island Area Action
Plan**

Policy FI 7.2 Managing Flood Risk

New development should minimise flood risk and be subject to a flood risk assessment and should minimise surface water run off through the effective use of sustainable urban drainage, rainwater harvesting and waste water re-use.

London Olympic Games and Paralympic Games Act 2006

The proposed development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,

- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

11. EMPLOYMENT

The Local Planning Authority has assessed the quantum and location of proposed land uses, including employment generating floorspace, and the Development's job creation potential within the context of the priorities identified within the adopted Development Plan and within the broader spatial context of the Development. The assessment of the application has also taken into consideration the significant job creation and employment floorspace being delivered adjacent to but outside the LCS application boundary. The adjacent development taken into account as part of the consideration of the scheme includes the significant amount of approved employment space within the Legacy International Broadcasting Centre (IBC) and Main Press Centre (MPC) within PDZ 5 which is also located within the Olympic Park and within the control of the Applicant.

The regeneration of the Olympic Park is supported by adopted planning policy and guidance. Housing has been accepted as the major component of the proposed Olympic Park Legacy land uses since 2004. When taken together, the employment opportunities provided by the retained venues including the IBC and MPC, and the employment floorspace to be developed by the LCS Scheme would deliver significant new employment opportunities, whilst the associated planning obligations and conditions would be effective in securing the objectives set out in national, strategic and local policies.

Proposed LCS Employment Floorspace and Land Use Designations - Planning Delivery Zone 5 - Within PDZ 5 up to 9,001m² of B1 floorspace is proposed with a further 11,613m² of non-residential (mixed use) employment generating floorspace also sought for approval. A maximum of 96,097m² residential floorspace is also sought for approval within PDZ 5.

The LB Hackney Core Strategy designates the IBC/MPC Area and the area which extends across the opportunity area identified east of Waterden Road as Strategic Employment Land (SIL). The area surrounding the Multi Use Arena, to the south of the Legacy IBC and MPC, is designated as part of the Hackney Wick Other Industrial Area (OIA). The Development seeks approval for housing within the Development Parcels located within these zones which would result in a loss of employment land and constitute a departure from the adopted Hackney Core Strategy.

Although the housing sought for approval within the opportunity area to the east of Waterden Road and the Hackney Wick OIA would represent a departure from the development plan that the redevelopment of this land, which includes a number of employment generating land uses, would be consistent with the employment generating objectives in the Hackney Core Strategy Policies 17 (Economic Development) and 18 (Promoting Employment Land) and Hackney Wick Area Action Plan.

Policy 18 of the Hackney Core Strategy identifies that redevelopment of existing employment land and floorspace may be allowed when it will clearly contribute to: improving business function and attractiveness and improving the immediate area. The LCS is London's most significant regeneration project in 25 years and has been assessed as having the potential to make a significant contribution towards improving the immediate and broader area. The Hackney Core Strategy identifies that the more detailed policy in LB Hackney AAPs, will give more detailed guidance to the uses which best deliver the aspirations of the Hackney Wick OIA and Creative Media City area associated with the Legacy IBC/MPC.

The Hackney Wick AAP identifies that within the opportunity area to the east of Waterden Road, as part of the Creative Media City, '*residential use (which could include family housing) as part of an employment led mixed use scheme would be considered if it can be demonstrated that it meets exemplar sustainability and urban design standards, that high levels of residential amenity can be achieved and that employment uses can be provided elsewhere on the Olympic Park*'. The Hackney Wick AAP also identifies a number of appropriate uses which are envisaged for the Hackney Wick OIA (The Southern Area - OIA designation), including; a range and mix of employment uses; Education; Leisure and community facilities including sport and recreation; and Residential development as part of an employment led mixed use development; and Small scale retail and food and beverage. Officers assessed that the policy guidance provided by the HW AAP clarifies that the employment designation allows for a mix of uses, of which residential can be a part.

The provision of LCS employment generating floorspace within PDZ 5 would provide significant new employment opportunities and when considered in the context of the Legacy IBC and MPC, the balance of employment and residential uses is considered to be acceptable.

Proposed LCS Employment Floorspace and Designation - Planning Delivery Zone 8 –
The majority of employment generating floorspace is located within PDZ 8 where up to 39,945m² of non-residential (mixed use) employment generating floorspace is sought for approval, including up to 35,949m² of B use class floorspace. Officers have assessed that the LCS employment proposals would result in a concentration of non-residential (mixed use) employment generating floorspace within PDZ 8, which is considered to support the employment policy objectives of LB Newham Core Strategy. Specifically the proposed quantum and location of employment floorspace is compatible with the site's identification as a Strategic Site which will be de-designated from SIL in order to realise its regeneration potential and ensure a good relationship with surrounding new and rejuvenated areas. Within this policy context, it is considered that the proposed distribution and proportion of residential and non-residential uses within the zone would be consistent with the employment weighted mixed land use aspirations of the LB Newham Core Strategy for this area.

Delivery of Employment Floorspace - In order to ensure delivery of non-residential employment generating (mixed use) floorspace within the Development in parallel with the delivery of residential floorspace, conditions are attached to the permission which restrict the occupation of employment generating floorspace in each zone to a percentage trigger that requires a percentage of the employment generating floorspace to have been constructed. Relevant conditions provide sufficient certainty that the employment generating floorspace proposed for each zone will be delivered in tandem with the general phasing of the scheme and would ensure that the housing and economic convergence objectives are not disaggregated.

End-Use and Construction Jobs Targets and LCS Careers Programme

The representations received from the four boroughs generally requested the imposition of local labour targets and apprenticeships/training targets, for both end-use and construction jobs, by condition or s106 obligation but none explicitly set out what targets may be appropriate. Employment and training targets have been secured which would set a benchmark which the Local Planning Authority expects the Applicant to achieve and which are based on a consideration of targets secured as part of the 2007 Olympic planning permissions. Targets have been set for construction jobs and construction apprenticeships and improvers across all three Phase of the Development. Targets have also been secured for retail, commercial and leisure end-use jobs and training. The obligations have been secured by S106 obligation and also include a monetary contribution and requirement that the Applicant prepare a LCS Careers Programme which is intended to ensure that local businesses have an opportunity to benefit from business opportunities presented by the Development and that local residents within the Host Boroughs have an opportunity to access jobs within the Development.

Objections

During the consideration of the application concerns were raised by the London Borough of Hackney in respect of the location and quantity of non-residential uses within PDZ 5, specifically querying the uses proposed above Ground Floor within DP 5.8 and other parcels west of Waterden Road and generally within DP 5.9, which is located directly to the south of the IBC/MBC.

At the ODA Planning Committee, an objection was presented on behalf of LB Hackney in respect of the LCS housing proposals within the Hackney Wick Other Industrial Area (OIA). LB Hackney's objection was based on the departure this represented from the adopted development plan. The Objector highlighted the fact the LBH's Local Development Framework (LDF) proposals map defines the area to the west (within PDZ 5) as employment land. It was asserted that the Applicant had made no substantive contribution to the development of the Hackney Wick AAP, which was due to go to examination in public in mid-2012, despite the fact that the LCS Scheme proposes reallocation of part of the AAP land which had been earmarked as employment opportunity land to residential-led development.

The Planning Committee debated the departure from LB Hackney's Core Strategy and concluded that the provision of LCS employment generating floorspace within PDZ 5 and elsewhere within the Development would provide significant new employment opportunities and when considered in the context of the Legacy IBC and MPC, the balance of employment and residential uses is considered to be acceptable. When taking the approved employment space within the Legacy International Broadcasting Centre (IBC) and Main Press Centre (MPC) in PDZ 5 and the overall quantity of non-residential floorspace proposed across the scheme, the LCS is considered to propose a significant and acceptable amount of employment generating floorspace which justifies the schemes departure from the LB Hackney adopted Development Plan.

Conclusion

The proposal would accord with the following development plan policies, (except for the departure from the London Borough Hackney in respect of Employment Land policies), subject to the imposed conditions together with the section 106 agreement obligations.

London Plan

Policy 1.1 – Delivering the Strategic Objectives for London

Supports and seeks to manage change and growth in London, with growth contained within London's boundaries and not encroaching on the Green Belt or protected open spaces or having unacceptable impacts on the environment. Identifies the development of east London as a particular priority to address existing need for development, regeneration and promotion of social and economic convergence.

Policy 2.4 – The 2012 Games and their Legacy Strategic

(A) The Mayor will work with partners to develop and implement a viable and sustainable legacy for the Olympic and Paralympic Games to deliver fundamental economic, social and environmental change within east London, and to close the deprivation gap between the Olympic host boroughs and the rest of London. This will be London's single most significant regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially young people), driven by community engagement.

(B) The Mayor's priorities for the Olympic Park and the surrounding areas will be set out in his Olympic Legacy Supplementary Planning Guidance (OLSPG), which will set out the Mayor's long term vision for the Olympic Park and surrounding area; clarify and emphasise the need for a planned approach to regeneration and change; embedded exemplary design and environmental quality including attention to the response to climate change and provision of exemplary energy, water conservation and waste management; and help meet existing and new housing needs – particularly for families. It will also consider social, community and cultural infrastructure requirements; set out how areas around the Olympic Park can benefit from, be accessible from and be fully integrated with, emerging legacy proposals; and promote the further managed release of appropriate industrial sites for mixed use developments while still retaining key industrial land, particularly within established strategic industrial locations. Legacy developments within and surrounding the Olympic Park and management of the legacy venues and parklands should focus on the development of the area for accessible and affordable sport and recreation and maximising opportunities for all to increase physical activity and reduce health inequalities.

LDF preparation and planning decisions

(C) The Mayor will and boroughs should:

(a) reflect and give maximum weight to the Olympic Legacy Supplementary Planning Guidance when preparing DPD's, and refer to and take account of the Olympic Legacy Supplementary Planning Guidance when considering planning applications within and outside the Olympic Park;

(b) ensure transport projects associated with the 2012 Olympic and Paralympics Games contribute to the delivery of the Mayor's Transport Strategy and the wider needs of London;

(c) establish new and enhanced north-south and east-west connections (particularly cycling and walking) within and to the Olympic Park;

(d) ensure that development proposals in and around the Olympic Park embody the highest environmental standards and enhance open space provision and waterways in the area for the full range of benefits that they bring;

(e) promote the Olympic Park and venues as international visitor destinations for sport, recreation and tourism;

(f) support the provision and creation of a range of workspaces suitable for new and existing enterprises of all kinds, including a high quality media and creative industry cluster at Hackney Wick that will provide premises and opportunities for local and global businesses, underpinned by strong technological infrastructure;

(g) support the delivery of viable and sustainable legacy uses for the new permanent facilities in the Olympic Park. This will include ensuring that the facilities meet London's elite and recreational sports needs; that they are accessible and affordable; and that these objectives are fully reflected in detailed design, construction and transformation;

(h) take the opportunities presented by the 2012 Olympic and Paralympics Games and their legacy to increase participation in sport and physical activity among all sections of London's population and to address health inequalities.

(D) Planning decisions should reflect the priorities set out above.

Policy 2.17 – Strategic industrial locations

The Mayor will and boroughs and other stakeholders should manage and where appropriate protect strategic industrial locations (SILs). Development proposals in SILs should be refused unless they fall within the identified broad industrial type of activities, they are part of a strategically coordinated process of SIL transition, the proposal is for employment workspace to meet identified needs for small and medium size enterprises (SMEs) or new emerging industrial sectors; or the proposal is for small scale "walk to" services for industrial occupiers. Development within or adjacent to SILs should not compromise the integrity or effectiveness of those locations.

Policy 4.1 – Developing London's economy

The Mayor will work with partners to promote and enable the continued development of a strong, sustainable and increasingly diverse economy across all parts of London, ensuring availability of sufficient and suitable work spaces, supporting infrastructure and sustainable environments; drive London's transition to a low carbon economy; support and promote outer London as an attractive location for government as well as business; support and promote the distinctive and crucial contribution to London's economy made by central London; sustain the regeneration of inner London and redress its concentrations of deprivation; emphasise the importance of enterprise and innovation; promote London as a suitable location for European and other international agencies and businesses.

Policy 4.2 – Offices

The Mayor will and borough and other stakeholders should support the management and mixed use development and redevelopment of office provision to improve London's competitiveness; recognise strategic as well as local differences to meet the distinct needs of the central London office market, consolidate and extend the strengths of the diverse office markets elsewhere in the capital by promoting their competitive advantages, focusing new development on viable locations with good public transport, enhancing the business environment through mixed use redevelopment and managed conversion of surplus capacity to more viable and complimentary uses; encourage renewal and modernisation of the existing office stock; seek increases in current stock where there is authoritative, strategic and local evidence of sustained demand.

Policy 4.4 – Managing industrial land and premises

The Mayor will work with boroughs and other partners to: (a) adopt a rigorous approach to industrial land management to ensure a sufficient stock of land and premises to meet the future needs of different types of industrial and related uses in different parts of London, including good quality affordable space; (b) Plan, monitor and manage release of surplus industrial land where this is compatible with a) above, so that it can contribute to strategic and local objectives, especially those to provide more housing in appropriate locations, to provide social infrastructure and to contribute to town centre renewal.

Policy 4.7 – Retail and town centre development

The Mayor supports a strong partnership approach to assessing need and bringing forward capacity for retail, commercial, cultural and leisure development in town centres. In taking decisions on town centre development (a) the scale of retail,

commercial, cultural and leisure development should be related to the size, role, function of a town centre and its catchment; (b) should be focused on sites within town centres, or if no in-centre sites available, on edges of centres that are or can be well integrated with the existing centre and public transport; (c) proposals for new or extensions to existing edge or out of centre development will be subject to an assessment of impact.

Policy 4.8 – Supporting a successful and diverse retail sector

Support for a successful, competitive and diverse retail sector which promotes sustainable access to goods and services, especially in town centres. There should be a proactive approach to planning for retailing, bringing forward capacity for additional comparison goods retailing particularly in Metropolitan and Major centres; and support convenience retailing particularly in District, Neighbourhood and more local centres.

Policy 4.9 – Small Shops

In considering proposals for large retail developments, should consider imposing conditions or seek contributions through planning obligations, where appropriate, feasible and viable, to provide or support affordable shop units suitable for small or independent retailers.

Policy 4.12 – Improving opportunities for all

Working with London Enterprise Partnership and others the Mayor will provide the spatial context to coordinate the range of national and local initiatives necessary to improve employment opportunities for Londoners. Strategic development proposals should support local employment, skills development and training opportunities.

London Borough of Hackney Core Strategy

Policy 5 – Hackney Wick New Community

The Olympic Legacy will bring significant regenerative changes to this area. The Council will prepare an AAP to shape Hackney Wick as a place for digital media and creative industry and create an integrated and sustainable community. Seeks employment led mixed development with connection to Stratford and Hackney Central that takes account of strategic industrial and priority employment designations, Olympic Legacy opportunities, including provision of new open space and a linear park adjacent to the River Lea as well as strategic industrial and priority employment designations. Capacity for 87,000m² of employment space, upgraded station access with commercial development and approximately 620 net additional homes is identified. Other uses would include retail, creative industry, new park and legacy facilities. Development will need to contribute to improve connectivity to the area by public transport, walking and cycling. Development will be required to take account of the identified flood risk designations. Sustainable solutions will be required to reduce flood risk to and from development. The Council will work in partnership to develop a strategic flood risk management scheme for the area, designed to alleviate flood risk.

Policy 13 – Town Centres

The Council will promote and encourage retail, office, community, leisure, entertainment facilities, recreation uses, arts, culture and tourism activities within its major and district centres. The viability and vitality of these centres will be safeguarded. Shops that provide essential day to day needs for the local community in the borough's town, district and local centres as well as shopping parades and corner shops, will be protected from changes away from retail.

Policy 14 – Street Markets

The provision of additional new markets or an increase (in existing markets) will be encouraged.

Policy 15 – Evening and Night-time Economy

The managed expansion of Hackney's evening and night-time economy will be encouraged in Hackney Central, Stoke Newington high Street, Broadway Market, Dalston, with limited expansion in South Shoreditch. Where evidence indicated cumulative negative impacts, the Council may designate Special Policy Areas within which any new planning permissions will not normally be granted.

Policy 16 – Employment Opportunities

Seeks to address unemployment and facilitate access to jobs by promoting training opportunities for the local population, increasing employment offer in the borough and allocating land for employment purposes. Encourages the provision, use and growth of education and other training facilities in areas of need or areas of existing or future employment clusters, including Hackney Wick.

Policy 17 – Economic Development

Encourages economic development, growth and effective use of land through the identification and regeneration of sites for employment generating uses, the promotion of employment clusters and the encouragement of mixed use development with a strong viable employment component. Encourages economic diversity through supporting existing businesses and business development, and facilitating the location of micro and medium companies in the borough.

Policy 18 – Promoting Employment Land

The Council will protect employment land and floorspace last used for employment purposes anywhere in the borough. Redevelopment of existing floorspace may be allowed when it will clearly contribute to addressing worklessness, improving business function and attractiveness, enhancing business premises, improving the immediate areas, increasing the take up of employment floorspace and meeting the identified needs of businesses located or wishing to locate in the borough. Employment floorspace provided should contribute to the economic objectives of the borough, have natural light and be easily adaptable to modern needs.

London Borough of Hackney Unitary Development Plan Policies (not replaced by policies in the Core Strategy):

- E14 Access and Facilities for People with Disabilities – Employment
- E18 Planning Standards
- R4 Local Shops

Hackney Wick Area Action Plan: (Pre-submission Document) January 2012

Policy 06 – Land Use Principles

Development should comply with the land use designations contained in Figure 12 (Land Use) of the document. For employment: (a) the range and types of uses in Strategic Industrial Locations should be in accordance with those prescribed in the London Plan; and (b) in Other Industrial Areas, existing industrial capacity will be protected. Mixed use development is permitted subject to industrial needs and demands being met. New development should provide a range of employment space (type, size, affordability). For residential: (c) development should demonstrate exemplar design quality; (d) affordable housing should be provided in accordance with Core Strategy Policy 20; (e) Opportunities for family housing should be considered in the southern area of the Creative Media City. For Community: (f) new and improved

community uses and facilities will be encouraged in Hackney Wick North, in the Hub and the southern area of the Creative Media City.

Creative Media City

The pre-submission consultation draft Hackney Wick Area Action Plan identifies the Creative Media City for the development of high-tech employment and areas of wider mixed use, considers that this should be developed to:

- “Utilise the existing built form of the IBC/MPC to generate the urban grid;
- Ensure new development within the urban plot is broken down to create smaller block sizes with a finer grain of development similar to the Hackney Wick Hub;
- Ensure that walking and cycling are the most convenient and first choice for movement in the area;
- Create a new vibrant waterfront along the Lee Navigation;
- Ensure the built form can accommodate the high tech media based industries;
- Support and deliver the infrastructure of the Olympic Park;
- Provide a range of uses for the existing and new communities in this area offering local shops, cafés, restaurants, schools, new housing, employment and business space and culture/recreation; and
- Provide safe and convenient access to the green and landscaped open spaces and waterways.”

The Southern Area (OIA designation)

The pre-submission consultation draft Hackney Wick Area Action Plan identifies the Southern Area of the Creative Media City will inherit from the Olympics the MUA. This venue will provide a range of community uses, including undercover sports and possibly other larger-scale events.

There are also three development platforms surrounding the MUA that can accommodate a range of uses.

Appropriate uses envisioned in this area include:

- A range and mix of employment uses;
- Education;
- Leisure and community facilities including sport and recreation;
- Residential development as part of an employment led mixed use development (including opportunities for well designed family sized homes of 3 bedrooms or more); and
- Small scale retail and food and beverage.

London Borough of Newham Core Strategy, adopted January 2012 (interim version)

Policy S2 – Stratford and West Ham

Provides for approximately 19,700 new homes in this area, the majority on identified Strategic Sites. Stratford regarded as an employment hub and centre for strategic retail growth, focusing office and tall building development in this area. Development should contribute to measures to integrate the existing town centre with Stratford City, investment in its regeneration and the creation of a vibrant Metropolitan Centre.

Strategic Sites

S01 – Stratford North (Olympic Park PDZ 6)

New residential neighbourhood including supporting community and retail uses. Enhanced connections to wider area, particularly Chobham Village. A new significant area of open space and supported by education and health provision at Chobham Academy and Olympic Polyclinic. Indicative residential typology – low density, high family.

S02 – Stratford Waterfront (Stratford City Zones 2 and 7, Olympic Park PDZ 1)

A mix of residential, offices and ground floor communities facilities, leisure, and bars, cafes and hotels. The area will be connected to Stratford City and the Olympic Park and back into the Old Town via the Carpenters Quarter. Indicative residential typology – high density – low family.

S03 – Olympic Quarter (Olympic Park PDZ 3 and outside of the LCS redline)

Development should contribute to convergence in terms of jobs, access to sporting facilities and events for local people. End use of the stadium will affect the appropriate mix of uses and need for enhanced public transport and other related infrastructure. The site requires improved connections to Pudding Mill and north-east to Stratford City. Indicative residential typology – medium density, medium family.

S06 – Carpenters District (includes parts of Olympic Park PDZ 1 and PDZ 2 and PDZ 8)

Extensive redevelopment to create a more mixed-use area across Carpenters District. Will include more extensive business/commercial uses, education and community uses where this would be well connected to the town centre, alongside better quality family housing. Supports a southern entrance to Stratford Regional Station. Indicative residential typology – medium density, medium family.

S09 – Pudding Mill Lane

The site will be re-designated from Strategic Industrial location in order to recognise its regeneration potential and ensure a good relationship with surrounding new and rejuvenated areas. The site is to be developed for mixed use comprising employment uses (including the retention of an employment buffer zone adjacent to the A12 and Crossrail portal), residential and community uses with a new local centre focused around Pudding Mill DLR station and improved north-south links to Stratford High Street. Primary education and health facilities are likely to be provided. Indicative residential typology – medium density, high family.

Policy J1 – Investment in the New Economy

Promotes and seeks to facilitate the shift in the borough's economy from traditional industrial activity to one based on services and higher value industry, focused on Olympic Legacy opportunities, making use of under-utilised land and excellent transport connections.

- Supports proposals that deliver a supply of land, premises and places capable of attracting innovative and high value added companies.
- Supports the continued development and promotion of the Arc of Opportunity and employment hubs as high quality business environments with a high standard of supporting infrastructure. This includes Employment Hub E05 Stratford Metropolitan.
- The policy seeks more and better quality affordable, flexible local workspaces and managed work environments and promotes employment as a component of sustainable mixed use neighbourhoods.
- Seeks to strengthen connections between the borough's business locations and Stratford, Canary Wharf, City of London and the West End.
- Seeks to develop the visitor economy, focusing attractions, facilities and quality accommodation around Stratford Metropolitan and the Olympic Park. Directs major office development to Stratford and directs new town centre uses and community facilities within the defined centre hierarchy.

Policy J2 – Providing for Efficient Use of Employment Land

Defines locations designated as Strategic Industrial Land (SIL), including Preferred Industrial Locations (PIL) and Industrial Business Parks (IBP). Identifies locations for release for SIL designation, including the area of Pudding Mill.

Policy J3 – Skills and Access to Employment

Requires all major development to help ensure that more Newham residents access work and share in the increasing wealth associated with the expanding local and London economy and should address:

- improvements to education, skills and training provision;
- removal of barriers to work for residents;
- promotion of local labour agreements;
- support for the provision of childcare facilities; and
- support for employability projects.

INF5 – Town Centre Hierarchy and Network

Expects proposals to contribute to the re-definition and management of the Newham retail infrastructure hierarchy and network, securing the rebalancing of the network and accessible shopping, services and employment in focused town centres across the borough. Expects proposals to address the need and opportunity to create new local centres reflecting accessible locations, large scale development and gaps in the network including the potential to locate further sites as part of the masterplanning of the Olympic Legacy.

London Borough of Tower Hamlets Core Strategy

Policy SO1 – Delivering Tower Hamlets regional role

Seeks to fulfil the boroughs gateway role in the Thames Gateway, supporting Canary Wharf, Stratford and the Lower Lea Valley as key drivers of sub regional growth; optimising the use of land to deliver the growth agenda; ensuring that growth is supported by all types of infrastructure; fulfilling environmental responsibilities to protect the natural environment, manage and reduce flood risk and live within environmental limits; ensure large developments of regional significance maximise the benefits for local people and the region; working in partnership to deliver a long term, proactive approach to regeneration.

Policy SO2 – Maximising the benefits of Olympic Legacy

Tower Hamlets will maximise the benefits and opportunities offered by the 2012 Olympic and Paralympic Games and its legacy through: working closely with the appropriate authorities to ensuring a collaborative approach to the planning and implementation of the Olympic Legacy; regenerating Fish Island; delivering High Street 2012; assisting in the creation of the Lea River Park to link the Olympic Legacy Area and Lea Valley Regional Park with the Thames; significant investment in Victoria Park; taking full advantage of people visiting the borough to stimulate the local economy; supporting communities participation in activities, sports and opportunities linked to the Olympics and Olympic Legacy; stimulating economic regeneration through the creation of new local employment, enterprise and business opportunities.

Policy SO16 – Delivering successful employment hubs

To support the growth of existing and future businesses in accessible and appropriate locations.

Policy SP06 – Delivering successful employment hubs

(1) Seek to maximise and deliver investment and job creation in the borough, by: (supporting, maximising and promoting the competitiveness vibrancy and creativity of the Tower Hamlets economy, the three economic anchors (including Stratford) and their role in delivering job growth; (b) promoting the creation of a sustainable, diversified economy by ensuring a sufficient range, mix and quality of employment uses and spaces; (c) ensuring job opportunities are provided in each place, in and at the edge of town centres.

(2) Support the provision of a range and mix of uses and spaces in the borough including encouraging and retaining provision of units suitable for small and medium enterprises.

(3) Ensure a managed approach to industrial land through: (a) safeguarding and intensifying industrial land in areas that include Fish Island; (b) for Local Industrial Land, intensification through mixed use development will only be accepted where there is no net loss of employment floorspace, no detrimental impact on the quality and usability of that floorspace, has appropriate access arrangements, and mitigation of environmental impacts has been considered from the outset; (c) continuing to implement the consolidation and managed release of industrial land in identified places; (d) working with the GLA and partners to coordinate managed release of strategic industrial land in Fish Island North and Fish Island Mid, only once the Fish Island Area Action Plan is in place to deliver the wider regeneration; (e) work with partners to deliver a phased, managed, coordinated release of 20–50 hectares of industrial land over the lifetime of the plan.

SO17 – Improving education and skills

To improve education, skills and training in the borough and encourage and facilitate lifelong learning.

SO18 – Improving education and skills

To promote the growth and expansion of further and higher education establishments as drivers of improved skills and a key part of the wider knowledge economy.

Policy SP07 – Improving education and skills

(5) Support the wider skills training and education of residents within the borough; (b) supporting and working with Skills match job brokerage service to increase the number of local people obtaining access to employment opportunities; (c) support local universities and colleges which provide opportunities for improving skills and training for local people; (d) support developments that promote local enterprise, and the employment and training of local residents.

London Borough of Tower Hamlets Unitary Development Plan, saved policies:

- EMP1 – Encouraging New Employment Uses
- EMP8 – Encouraging Small Business Growth
- EMP10 – Business Use – development elsewhere in the borough

London Borough of Tower Hamlets Submission draft Managing Development DPD (February 2012)

Policy DM2 Local Shops

Development of local shops outside town centres will only be supported where there is a demonstrable need that cannot be met within a town centre, are of an appropriate scale to the locality, do not detract from the amenity or character of the area and do not undermine nearby town centres.

Policy DM15 Local Job Creation and Investment

Development of new employment floorspace will need to provide a range of flexible units of less than 250 and less than 200 square metres size. Development of live-work accommodation will not be supported.

London Borough of Tower Hamlets Submission draft Fish Island Area Action Plan

Policy FI 4.4 Protecting and enhancing CCIs and SMEs

New development should include flexible employment floorspace suitable for occupation by CCIs and SMEs and should include a proportion of employment floorspace provided at below market rents to attract new start up businesses.

Policy FI 6.4 Fish Island East

Seeks comprehensive residential led re-development of Fish Island East with high quality, sustainable development that includes significant family and affordable housing. Development should deliver a network of walking and cycling routes, good public transport access that extends the existing streets of Fish Island North and Fish Island Mid. Development should incorporate public access to the waterfront and maintain key views of the Olympic Park from other parts of Fish Island. Seeks building heights of predominantly 4–6 storeys. Development should enhance the setting of heritage assets including the Kings Yard Energy Centre and White Post Lane. Requires the inclusion of high quality, useable, flexible open space along the waterfronts and strong linkages to Victoria Park and the Queen Elizabeth Olympic Park.

London Olympic Games and Paralympic Games Act 2006

Given the convergence and economic benefits which the LCS scheme would deliver the application is considered to accord with section 5(5)(b) of the London Olympic Games and Paralympic Games Act 2006 in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

Given the convergence and economic benefits which the LCS scheme would deliver the application is considered to accord with section 5(5)(b) of the London Olympic Games and Paralympic Games Act 2006 and the Development is considered to generally accord with the provisions of the following development plan policies;

12. ESTATE MANAGEMENT STRATEGY

The proposals for estate management set out in the documents which support the planning application provide for an effective framework to secure a high quality of management and maintenance of the Parklands, public realm and highways across the site. The applicant proposes to retain the freehold of the site and operate a site wide management regime for the 'common parts' of the estate. Separate management regimes will apply to individual PDZs, but would be in accordance with the site wide management principles.

Conditions are proposed which secure both site-wide and detailed zonal estate management regimes. Aspects of site management are also covered in other proposed conditions relating to parking, green infrastructure and interim uses of development platforms. The proposed conditions address the comments made by third parties on estate management issues, including by DC CABE, in terms of the quality of public realm; the London Wildlife Trust, which emphasised the importance of a considered and comprehensive approach to the management of BAP habitat; and Stratford Renaissance Partnership, which commented that a suitable parking management regime for the Development is required.

At the ODA Planning Committee the issue of estate management was raised in the debate on the application. In particular whether it was intended that the highways in the application would be offered for adoption by the relevant Highway Authorities and if not would the scheme be characterised by mainly privatised roads which could adversely affect public accessibility and the open character of the Olympic Park. It was confirmed that the estate management strategies required by relevant conditions would provide further guidance on which roads are to be adopted and that according to the applicant there was no intention for the Development to be 'gated' or the streets not to be accessible. An open, high quality character of public realm is proposed as identified in the site wide and zonal design guides.

Conclusion:

Subject to the conditions and s.106 legal agreement obligations the scheme is considered to comply with relevant development plan policies as set out below:

London Plan

2.18 Green infrastructure: The Mayor will work with all relevant strategic partners to promote, expand and manage the extent and quality of, and access to, London's network of green infrastructure. Enhancements to London's green infrastructure should be sought from development where a proposal falls within a regional or metropolitan park deficiency area. Development proposals should incorporate appropriate elements of green infrastructure that are integrated into the wider network; encourage the linkage of green infrastructure to the wider public realm and improve accessibility for all, develop new links, utilising green chains, street trees and other components of urban greening.

3.6 Children and young people's play and informal recreation facilities: The Mayor and appropriate organisations should ensure that all children and young people have safe access to good quality, well-designed, secure and stimulating play and informal recreation, incorporating greenery and trees whenever possible. Development proposals that include housing should make provision for play and informal recreation, based on expected child population of the scheme and an assessment of future needs.

3.19 Sports facilities: Development proposals that increase or enhance the provision of sports and recreation facilities will be supported. Proposals that result in the net loss of sports and recreation facilities, including playing fields, should be resisted. Temporary facilities may provide the means of mitigating loss as part of proposals for permanent re-provision. Multi-use public facilities should be encouraged. The provision of flood lighting should be supported where there is an identified need to increase sports participation unless this gives rise to demonstrable harm. Where sports facility development is proposed on existing open space, this will

need to be considered in light of policies on Green Belt and protecting open space provision.

5.11 Urban greening: Promotes and supports urban greening such as new planting in the public realm and multi-functional green infrastructure to contribute to the adaptation to and reduction of the effects of climate change. Development proposals should integrate green infrastructure from the beginning of the design process

6.13 Parking: The Mayor wishes to see a balance being struck between promoting new development and preventing excessive car parking provision that can undermine cycling, walking and public transport use. The maximum standards set out in Table 6.2 in the Parking Addendum should be applied to Planning applications. Developments must (a) ensure that 1 in 5 spaces provide an electrical charging point; (b) provide parking for disabled people; (c) meet the minimum cycle parking standards set out in Table 6.3; (d) provide for the needs of businesses for delivery and servicing.

7.3 Designing Out Crime: Seeks to create safe, secure and appropriately accessible environments where crime and disorder and fear of crime do not undermine quality of life or community cohesion. Development should reduce the opportunities for criminal behaviour and contribute to a sense of security without being overbearing or intimidating.

7.5 Public Realm: Development should make the public realm comprehensible at a human scale, using gateways, focal points and landmarks to help people find their way. Landscape, street furniture and infrastructure should be of highest quality, have clear purpose, maintain uncluttered spaces and contribute to the easy movement of people. Opportunities for high quality public art should be considered. Opportunities for greening should be maximised. Treatment of the public realm should be informed by the heritage value of the place. Development should incorporate infrastructure such as toilets, drinking water fountains and seating where appropriate. It should reinforce the connection between public spaces and existing local features.

London Borough of Newham Core Strategy 2012

SC4 Biodiversity: Seeks to protect and enhance biodiversity and that development contributes to a net gain in the quantity and quality of Newham's natural environment. Expects all major development to contribute to achieving the targets and actions in the Newham Biodiversity Action Plan. Permitting development only where it can be demonstrated that significant adverse impact on species and habitats is avoided. Seeks incorporation of living roofs, landscaping and tree planting. Seeks to enhance opportunities for biodiversity in the Blue Ribbon Network.

SP.2 Healthy Neighbourhoods: Supports efforts to promote healthy lifestyles and reduce health inequalities and recognises the role of planning in doing so through the creation of healthy neighbourhoods and places

SP.3 Quality Urban Design: Seeks to secure a high quality of urban design in new buildings and spaces created, contributing to safe, sociable and inclusive mixed and balanced communities and places that people feel proud of. Proposals should address:

- The creation of genuinely mixed use areas with a range of high quality accommodation for living, community facilities and workplaces, ensuring easy and inclusive access.
- The need to avoid problems related to bad neighbour uses.

- The importance of minimising environmental impact.
- Seek to reinforce or create local positive distinctiveness and integration with the local context.
- The desirability of making the public realm attractive as a social meeting place for the whole community.
- The importance of providing legible, connected networks of streets, spaces and parks conducive to travel on foot or by bike.

INF3 Waste and Recycling: Seeks to manage Newham's waste in accordance with the waste apportionment set out in the London Plan and the aim of moving from landfill to waste minimisation, moving up the waste hierarchy. Development proposals for industrial, Commercial and residential developments must demonstrate arrangements for on-site waste management, including the location and appropriate size of storage facilities and vehicular access.

INF6 Green Infrastructure: Seeks to protect and strengthen green infrastructure over the plan period and address deficiencies in quantity, quality and access to open space in the borough. Key priorities include proposed new Metropolitan Open Land (MOL) in legacy at the Queen Elizabeth Park, improving access to the Lea Valley Regional Park, improvements to natural and semi-natural open space and addressing gaps in access on foot and cycle to open spaces.

London Borough of Hackney Core Strategy 2010

26 Open Space Network: The Council will protect conserve and enhance nature conservation areas for their biodiversity value and develop a local network contributing to the wider Green Grid. Development will be encouraged to include measures that contribute to the borough's natural environment and biodiversity. Where appropriate a biodiversity survey must be carried out, with actions to enhance biodiversity value, mitigate or compensate for any harm to habitats or species.

27 Biodiversity: The Council will protect conserve and enhance nature conservation areas for their biodiversity value and develop a local network contributing to the wider Green Grid. Development will be encouraged to include measures that contribute to the borough's natural environment and biodiversity. Where appropriate a biodiversity survey must be carried out, with actions to enhance biodiversity value, mitigate or compensate for any harm to habitats or species.

28 Water and Waterways: The natural habitat and setting of the waterways and their riparian areas will be protected and enhanced. Development may be permitted where there is no conflict with nature conservation and biodiversity interest, the proposal re-uses brownfield land, the design makes a positive contribution to the character and appearance of the waterfront area and setting.

32 Waste: New development must support the objectives of sustainable waste management. This includes: minimising waste during design and construction of development; incorporation of integrated, well designed, recycling, composting and residual waste storage facilities in all new developments; seeking to maximise self-sufficiency in waste management capacity; seeking to minimise waste creation; safeguarding existing waste sites unless compensatory provision is made; promoting waste reduction and increasing recycling in the community.

London Borough of Tower Hamlets Core Strategy 2010

SO10 Creating Healthy and Liveable Neighbourhoods: To deliver healthy and liveable neighbourhoods that promote active and healthy lifestyles and enhance peoples wider health and well-being

SP04 Creating a Green and Blue Grid: Requires inter alia: Assisting in the delivery of new strategic publicly accessible open spaces, including the Lea River Park, FAT Walk and the Olympic Park, to address deficiencies of open space in the eastern part of the borough; Improving the quality, usability and accessibility of existing publicly accessible open spaces; Promoting publicly accessible open spaces as multi-functional spaces that cater for a range of activities , lifestyles, ages and needs; Improving access to the strategically important publicly accessible open spaces including the Olympic Park; Creating new green corridors and enhancing existing ones to connect publicly accessible open spaces to main destination points.

Promote and support new development that provides green roofs, green terraces and other measures.

Protect and enhance biodiversity value through (a) the design of open space and buildings; (b) ensuring development protects and enhances biodiversity value in order to achieve a net gain in biodiversity.

SP09 Creating Attractive and Safe Streets and Spaces: Requires inter alia: Implement a street hierarchy that puts pedestrians first and promotes streets, both as links for movement and places in their own right, to ensure a strategic, accessible and safe street network across the borough: (a) seeks to ensure that main streets primary function of distributing traffic is maintained and protected; (b) protecting and enhancing secondary streets that function as important distribution routes for vehicles, cyclists and pedestrians, as well as places to gather and provide key links between town centres (c) protecting and enhancing the place and social gathering function that local residential streets provide.

Create a high quality public realm network which can function as places for social gathering.

SP09 Creating attractive and safe streets and spaces:

Implement a street hierarchy that puts pedestrians first and promotes streets, both as links for movement and places in their own right, to ensure a strategic, accessible and safe street network across the borough: (a) seeks to ensure that main streets primary function of distributing traffic is maintained and protected; (b) protecting and enhancing secondary streets that function as important distribution routes for vehicles, cyclists and pedestrians, as well as places to gather and provide key links between town centres (c) protecting and enhancing the place and social gathering function that local residential streets provide.

Create a high quality public realm network which can function as places for social gathering.

London Olympic and Paralympic Games Act 2006

The Development would benefit from the parkland and public realm improvements made in preparation for the 2012 Games, and as such would comply with section 5(5)(b) of the London Olympic Games and Paralympic Games Act 2006.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

13. RELATIONSHIP WITH PGT PERMISSIONS

Where there are areas of overlap with Post Games Transformation permissions these can, for the large part, be accepted as not having a detrimental impact upon the Olympic Park or the Development. Where overlap concerns have been identified, such as in PDZs 2, 6 and 8, conditions are recommended to ensure that there are no physical incompatibilities between planning permissions in order to regulate development in the interests of good planning.

Conclusion

The scheme complies with the following relevant policies:

London Plan

Policy 2.4 and the related draft Olympic Legacy Supplementary Planning Guidance which emphasises the need for a planned approach to regeneration and would re-connect the Olympic Park into the surrounding communities.

LB Newham Core Strategy

Policy SP1 which seeks to secure a well connected and integrated series of successful and distinctive places,

LB Hackney Core Strategy

Policy 5 – Hackney Wick New Community

The Olympic Legacy will bring significant regenerative changes to this area. Development will need to contribute to improve connectivity to the area by public transport, walking and cycling. Development will be required to take account of the identified flood risk designations. Sustainable solutions will be required to reduce flood risk to and from development. The Council will work in partnership to develop a strategic flood risk management scheme for the area, designed to alleviate flood risk.

LB Tower Hamlets Core Strategy

Policy S02 Maximising the benefits of Olympic Legacy: seeks to maximise the benefits and opportunities offered by the 2012 Olympic and Paralympic Games and its legacy through: working closely with the appropriate authorities to ensuring a collaborative approach to the planning and implementation of the Olympic Legacy; regenerating Fish Island; delivering High Street 2012; assisting in the creation of the Lea River Park to link the Olympic Legacy Area and Lea Valley Regional Park with the Thames; significant investment in Victoria Park; taking full advantage of people visiting the borough to stimulate the local economy; supporting communities participation in activities, sports and opportunities linked to the Olympics and Olympic Legacy; stimulating economic regeneration through the creation of new local employment, enterprise and business opportunities

London Olympic Games and Paralympic Games Act 2006

The Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

14. RETAIL

A Retail and Leisure Impact Assessment and its Addendum were included in support of the planning application. The retail and leisure floorspace proposed in PDZs 2, 4, 5, 6, 8 and 12 would not to affect the vitality or viability of Stratford town centre and other district centres surrounding the LCS application site. The proposed provision would support the creation of sustainable communities within the Olympic Park by providing local shops and services to meet the day-to-day needs of the new residents and workers in this Legacy Communities Scheme in an area currently under-served by such services.

The locations of the proposed retail and leisure provision are acceptable, being focused in areas with good public transport links (e.g. close to bus routes, and Pudding Mill DLR services) as well as good pedestrian and cycle connectivity. Conditions of the planning permission limit the quantum of class A use floorspace per PDZ (split into A1/A2, and A3-5 floor areas, and maximum class A floorspace for each PDZ), and limit the maximum size of the retail units, so that most units in PDZs 2, 4, 5, 6, 8 and 12

would be no larger than 200sqm in order to encourage the provision of small shops appropriate for neighbourhood centres.

The maximum quantum of leisure (D2) floorspace in each PDZ is also secured by condition. A further condition requires at least 10% of the class A1-A4 floorspace within PDZs 4, 5 and 8 to be no larger than 50sqm in order to assist in the provision of small shops and retail business start up space.

A condition limits the amount of class A uses in PDZ 1 to an overall cap of 9,900m² for classes A1-A5, including up to 2,500sqm in respect of class A1 (a local centre size) and up to 7,400sqm of classes A3-A5. With these caps, the scheme is considered to not adversely affect the viability of the Stratford town centre as it would have a different offer, whilst meeting the objectives for Strategic Site "Stratford Waterfront" in the LB Newham Core Strategy, by providing a larger amount of class A3-5 floorspace. The caps on maximum A Class floorspace ensure that PDZ 1 no longer falls within the district centre category of the London Plan, but place it in the neighbourhood/local centre range appropriate to the site. Further conditions limit the net sales area of the proposed retail unit sizes to one unit at 400sqm and all other retail units at no more than 200sqm, to ensure that the proposed units would be of a suitable size to perform as local convenience stores and not compete unfavourably with Stratford town centre.

Due to the total floorspace of retail use proposed across the Development, the application was referred to the Secretary of State for Communities and Local Government, in accordance with the Town and Country Planning (Consultation) (England) Direction 2009 for retail development in edge-of-centre, out-of-centre or out-of-town locations. The Secretary of State confirmed on 25 July 2012 that the application should be determined at the local level.

Objections

The main objections and comments received regarding the retail aspect of the proposal were from Westfield Shoppingtowns Limited, Quod (on behalf of CEPF Chariot, owners of the Stratford Centre), London Thames Gateway Development Corporation and the London Borough of Newham, primarily regarding the amount of retail floorspace proposed in PDZ 1 and the potential adverse impact this could have on the Stratford shopping centre. The caps on retail floorspace in PDZ 1 imposed by the conditions of this permission (at a level below that sought by the Applicant), and the limitations on the size of retail units across the site would ensure that there would be no adverse impact on existing district centres surrounding the LCS site, including Stratford Town centre. The limits on the maximum retail floorspace appropriately address the concerns and objections raised on this issue.

Conclusion

Subject to the class A caps in respect of PDZ 1 to reduce the quantum of retail floorspace (especially A1/A2 uses), and the retail and leisure floorspaces across the Development site being conditioned to ensure they are not exceeded, the proposal is considered to be acceptable in terms of the retail offer provided for the Development, and that it would not adversely impact on the existing retail offer in Stratford town centre, Westfield shopping centre, and other local and district centres surrounding the Olympic Park. The Development would generally accord with the provisions of the following development plan policies;

London Plan

Policy 2.15 – Town Centres

Seeks to coordinate development of London's network of town centres so that, beyond the CAZ, they provide the main foci for commercial development and intensification, the structure for sustaining and improving a competitive choice of goods and services, with local neighbourhoods the main foci for a sense of place and local identity within the capital.

Policy 4.7 – Retail and town centre development

The Mayor supports a strong partnership approach to assessing need and bringing forward capacity for retail, commercial, cultural and leisure development in town centres. In taking decisions on town centre development (a) the scale of retail, commercial, cultural and leisure development should be related to the size, role, function of a town centre and its catchment; (b) should be focused on sites within town centres, or if no in-centre sites available, on edges of centres that are or can be well integrated with the existing centre and public transport; (c) proposals for new or extensions to existing edge or out of centre development will be subject to an assessment of impact.

Policy 4.8 – Supporting a successful and diverse retail sector

Support for a successful, competitive and diverse retail sector which promotes sustainable access to goods and services, especially in town centres. There should be a proactive approach to planning for retailing, bringing forward capacity for additional comparison goods retailing particularly in Metropolitan and Major centres; and support convenience retailing particularly in District, Neighbourhood and more local centres.

Policy 4.9 – Small Shops

In considering proposals for large retail developments, should consider imposing conditions or seek contributions through planning obligations, where appropriate, feasible and viable, to provide or support affordable shop units suitable for small or independent retailers.

London Borough of Hackney Core Strategy

Policy 5 – Hackney Wick New Community

The Olympic Legacy will bring significant regenerative changes to this area. The Council will prepare an AAP to shape Hackney Wick as a place for digital media and creative industry and create an integrated and sustainable community. Seeks employment led mixed development with connection to Stratford and Hackney Central that takes account of strategic industrial and priority employment designations, Olympic Legacy opportunities, including provision of new open space and a linear park adjacent to the River Lea as well as strategic industrial and priority employment designations. Capacity for 87,000m² of employment space, upgraded station access with commercial development and approximately 620 net additional homes is identified. Other uses would include retail, creative industry, new park and legacy facilities. Development will need to contribute to improve connectivity to the area by public transport, walking and cycling. Development will be required to take account of the identified flood risk designations. Sustainable solutions will be required to reduce flood risk to and from development. The Council will work in partnership to develop a strategic flood risk management scheme for the area, designed to alleviate flood risk.

Policy 13 – Town Centres

The Council will promote and encourage retail, office, community, leisure, entertainment facilities, recreation uses, arts, culture and tourism activities within its major and district centres. The viability and vitality of these centres will be

safeguarded. Shops that provide essential day to day needs for the local community in the borough's town, district and local centres as well as shopping parades and corner shops, will be protected from changes away from retail.

Policy 14 – Street Markets

The provision of additional new markets or an increase (in existing markets) will be encouraged.

Policy 15 – Evening and Night-time Economy

The managed expansion of Hackney's evening and night-time economy will be encouraged in Hackney Central, Stoke Newington high Street, Broadway Market, Dalston, with limited expansion in South Shoreditch. Where evidence indicated cumulative negative impacts, the Council may designate Special Policy Areas within which any new planning permissions will not normally be granted.

London Borough of Hackney Unitary Development Plan, saved policy

- R4 – Local shops

Hackney Wick Area Action Plan: (Pre-submission Document) January 2012

Policy 05 – Active and Improved Frontage Principles

Where appropriate, all new development should provide frontages that are: (a) active and improve street and waterside frontage; (b) provide for retail, leisure, community and commercial uses and be of high quality build and specification, and (c) respect public open spaces and streets by ensuring that building forms are appropriately scaled to their context.

Policy 06 – Land Use Principles

Development should comply with the land use designations contained in Figure 12 (Land Use) of the document. For employment: (a) the range and types of uses in Strategic Industrial Locations should be in accordance with those prescribed in the London Plan; and (b) in Other Industrial Areas, existing industrial capacity will be protected. Mixed use development is permitted subject to industrial needs and demands being met. New development should provide a range of employment space (type, size, affordability). For residential: (c) development should demonstrate exemplar design quality; (d) affordable housing should be provided in accordance with Core Strategy Policy 20; (e) Opportunities for family housing should be considered in the southern area of the Creative Media City. For Community: (f) new and improved community uses and facilities will be encouraged in Hackney Wick North, in the Hub and the southern area of the Creative Media City.

London Borough of Newham Core Strategy

Policy S2 – Stratford and West Ham

Provides for approximately 19,700 new homes in this area, the majority on identified Strategic Sites. Stratford regarded as an employment hub and centre for strategic retail growth, focusing office and tall building development in this area. Development should contribute to measures to integrate the existing town centre with Stratford City, investment in its regeneration and the creation of a vibrant Metropolitan Centre.

Strategic Sites

S01 – Stratford North (Olympic Park PDZ 6)

New residential neighbourhood including supporting community and retail uses. Enhanced connections to wider area, particularly Chobham Village. A new significant

area of open space and supported by education and health provision at Chobham Academy and Olympic Polyclinic. Indicative residential typology – low density, high family.

S02 – Stratford Waterfront (Stratford City Zones 2 and 7, Olympic Park PDZ 1)

A mix of residential, offices and ground floor communities facilities, leisure, and bars, cafes and hotels. The area will be connected to Stratford City and the Olympic Park and back into the Old Town via the Carpenters Quarter. Indicative residential typology – high density – low family.

S03 – Olympic Quarter (Olympic Park PDZ 3 and outside of the LCS redline)

Development should contribute to convergence in terms of jobs, access to sporting facilities and events for local people. End use of the stadium will affect the appropriate mix of uses and need for enhanced public transport and other related infrastructure. The site requires improved connections to Pudding Mill and north-east to Stratford City. Indicative residential typology – medium density, medium family.

S06 – Carpenters District (includes parts of Olympic Park PDZ 1 and PDZ 2 and PDZ 8)

Extensive redevelopment to create a more mixed-use area across Carpenters District. Will include more extensive business/commercial uses, education and community uses where this would be well connected to the town centre, alongside better quality family housing. Supports a southern entrance to Stratford Regional Station. Indicative residential typology – medium density, medium family.

S09 – Pudding Mill Lane

The site will be re-designated from Strategic Industrial location in order to recognise its regeneration potential and ensure a good relationship with surrounding new and rejuvenated areas. The site is to be developed for mixed use comprising employment uses (including the retention of an employment buffer zone adjacent to the A12 and Crossrail portal), residential and community uses with a new local centre focused around Pudding Mill DLR station and improved north-south links to Stratford High Street. Primary education and health facilities are likely to be provided. Indicative residential typology – medium density, high family.

SP6 – Successful Town Centres

Town and local centres should be vibrant, vital and valued as components of local neighbourhoods and the borough as a whole.

Proposals should:

- Seek to ensure that routes from local areas and transport nodes and across the centre are convenient, attractive and safe.
- A need for high quality accessible public realm including features and public squares that compliment the centre.
- Attend to crime, anti-social behaviour and safety concerns from large numbers of people and the night time economy.
- Diversify uses, encouraging the location of services and flexible community spaces, visitor and cultural attractions and facilities and creation of residential dwellings in centres of appropriate scale.
- Prevent non-retail uses from clustering excessively or reaching disproportionate levels within centres, or adjacent to its boundaries/gateways.
- Manage the centres as part of a clearly defined network and hierarchy, encouraging consolidation of commercial uses within centres.

INF5 – Town Centre Hierarchy and Network

Expects proposals to contribute to the re-definition and management of the Newham retail infrastructure hierarchy and network, securing the rebalancing of the network and accessible shopping, services and employment in focused town centres across the

borough. Expects proposals to address the need and opportunity to create new local centres reflecting accessible locations, large scale development and gaps in the network including the potential to locate further sites as part of the masterplanning of the Olympic Legacy.

London Borough of Tower Hamlets Core Strategy

Policy SO4 – Refocusing on our town centres

To have a hierarchy of interconnected, vibrant and inclusive town centres that are mixed use hubs for retail, commercial, leisure, civic and residential.

Policy SO6 – Refocusing on our town centres

To promote areas outside of town centres for primarily residential and supporting uses that do not need the higher levels of accessibility of town centres.

Policy SP01 – Refocusing on our town centre

(1) Redefine and apply the town centre hierarchy as described for (a) Central Activities Zone; (b) Tower Hamlets Activity Area; (c) Major Centre; (d) District Centre; (e) Neighbourhood Centre – including a new neighbourhood centre at Hackney Wick. (2) Ensure the scale and type of uses within town centres are consistent with the hierarchy, scale and role of each town centre (3) Promoting good design of town centres, ensuring well integrated spatial layout is achieved that connects surrounding areas. (4) Maintain focus and increase the supply of town centre activity and retail floorspace to meet identified demand and support town centres as vibrant economic hubs. (5) Promote areas outside and at the edge of town centres as places that support and assist in the creation of sustainable communities.

London Borough of Tower Hamlets Interim Planning Guidance, saved policy:

- RT4 – Retail Development and the Sequential Approach

London Borough of Tower Hamlets Submission draft Managing Development DPD (February 2012)

Policy DM2 Local Shops

Development of local shops outside town centres will only be supported where there is a demonstrable need that cannot be met within a town centre, are of an appropriate scale to the locality, do not detract from the amenity or character of the area and do not undermine nearby town centres.

London Borough of Tower Hamlets Submission draft Fish Island Area Action Plan

Policy FI 5.1 Delivering a vibrant hub at Hackney Wick

Seeks the integration of the Hub with its wider area including the Queen Elizabeth Olympic Park. Seeks to work with partners to deliver comprehensive improvements to Hackney Wick Station.

London Olympic Games and Paralympic Games Act 2006

The proposed Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:

- (a) To the desirability of making proper preparation for the London Olympics;
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them;
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics;
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents); and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

15. VIABILITY AND REVIEW

The Applicant has submitted a robust assessment which demonstrates that the viability of the Development is constrained, principally as a result of the obligation to repay the National Lottery, Government and the GLA for the substantial investment in the Olympic Park site. Given this constraint, an appropriate package of affordable housing and on and off site infrastructure provision has been secured which meets both the needs of the Development and the convergence objectives and regeneration priorities set out in relevant planning policies. Assessed impacts are suitably mitigated by the combination of on-site provision and the funding of off-site measures as secured in the conditions and the s.106 legal agreement

Conclusion

The scheme complies with the following relevant policies:

London Plan

Policy 2.14 – Areas for Regeneration: Boroughs should identify areas for regeneration, development and transport proposals including improvements in learning and skills, health, safety, access, employment, environment and housing.

Policy 2.4 – The 2012 Games and their Legacy Strategic

The Mayor will work with partners to develop and implement a viable and sustainable legacy for the Olympic and Paralympic Games to deliver fundamental economic, social and environmental change within east London, and to close the deprivation gap between the Olympic host boroughs and the rest of London. This will be London's single most significant regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially young people), driven by community engagement.

Policy 3.12 – Negotiating affordable housing: seeks the maximum reasonable amount of affordable housing should be sought, taking into account the individual circumstances of the site, including development viability and public subsidy.

LB Hackney Core Strategy

Policy 20 – Affordable Housing

Affordable housing will be sought from residential and mixed use developments that incorporate residential use. Where there are exceptional circumstances provision of

off-site affordable housing may be considered. Commuted sums that will enable the provision of a commensurate number and mix of affordable units will only be considered as a last resort. The preferred affordable housing mix on individual schemes will be determined through negotiation, scheme viability assessments and driven by up to date assessments of local housing need.

LB Newham Core Strategy

Policy INF9 – Infrastructure Delivery: identifies broad priorities of family housing, community facilities, education provision, IT facilities, new and improved open space, local transport and public realm improvements and strategic transport.

Policy H2 – Affordable Housing

The Council will ensure that communities are places where residents can afford to live and are adaptable to their changing economic circumstances and will achieve this by:

- seeking all new development on sites with a capacity for 10 or more residential units provide between 35 and 50 per cent affordable housing, with 60 per cent of this as social housing (subject to scheme viability, availability of subsidy, existing housing mix of the area, individual circumstances of the site, availability of required infrastructure and community facilities); and

LB Tower Hamlets Core Strategy

Policy SP02 Urban living for everyone Seeks to deliver new homes in line with the targets set out in the London Plan.

Sets an overall strategic target for affordable homes of 50 per cent until 2015 by (a) requiring 35–50 per cent affordable homes on sites providing 10 or more new residential units (subject to viability);

Requires an overall strategic tenure split for affordable homes from new development as 70 per cent social rented and 30 per cent intermediate.

Secure a mixture of small and large housing by: (a) requiring a mix of housing sizes on all sites providing new housing; (b) requiring an overall target of 30 per cent of all new housing to be a suitable size for families (three-bed plus), including 45 per cent of social rented; (c) identify locations within the relevant DPD where larger family housing (four bed plus) will be sought.

Ensure new housing assists in the creation of sustainable places by (a) optimising the use of land; (b) corresponding the distribution and density levels of housing to public transport accessibility levels and wider accessibility of the location; (c) corresponding the distribution and density levels of housing to the hierarchy and proximity of the nearby town centre.

Secure a mixture of small and large housing by: (a) requiring a mix of housing sizes on all sites providing new housing; (b) requiring an overall target of 30 per cent of all new housing to be a suitable size for families (three-bed plus), including 45 per cent of social rented; (c) identify locations within the relevant DPD where larger family housing (four bed plus) will be sought.

Ensure all housing is appropriate, high quality, well-designed and sustainable (a) setting housing design standards; (c) requiring new developments to comply with accessibility standards; (d) requiring the provision of adequate housing amenity space for new homes, and communal amenity space for developments of 10 units or more; (e) requiring sites that are providing family homes to provide adequate play space for

children; (f) requiring new homes to respond to climate change, including a stepped target for carbon emissions in line with Government guidance.

London Olympic Games and Paralympic Games Act 2006

The Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

16. PHASING AND IMPLEMENTATION

A planned approach to the regeneration of the Site is required by relevant planning policies which seek to maximise the benefit of the investment in the Olympic park. In order to achieve such a planned approach, an appropriate level of control over the proposed phasing of the Development is secured through (i) the site wide phasing plan which forms part of the approved drawings; (ii) proposed conditions which require the Development to be constructed in accordance with the approved site wide phasing plan; and (iii) further proposed conditions requiring detailed Development Parcel phasing plans to come forward for approval as part of the Zonal Masterplans. The recommended conditions allow for changes to the phasing if appropriate and subject to the consideration of any new or different significant environmental effects associated with the proposed variation. These conditions provide the planning authority with an appropriate level of clarity and the necessary control that development will be undertaken in the phases identified and the environmental impacts assessed.

The proposed phasing of the Development would be in accordance with the following relevant policies:

London Plan

Policy 2.4 and the related draft Olympic Legacy Supplementary Planning Guidance which emphasises the need for a planned approach to regeneration and would re-connect the Olympic Park into the surrounding communities.

LB Newham Core Strategy

Policy SP1 which seeks to secure a well connected and integrated series of successful and distinctive places,

LB Hackney Core Strategy

Policy 5 – Hackney Wick New Community

The Olympic Legacy will bring significant regenerative changes to this area. Development will need to contribute to improve connectivity to the area by public transport, walking and cycling. Development will be required to take account of the identified flood risk designations. Sustainable solutions will be required to reduce flood risk to and from development. The Council will work in partnership to develop a strategic flood risk management scheme for the area, designed to alleviate flood risk.

LB Tower Hamlets Core Strategy

Policy S02 Maximising the benefits of Olympic Legacy: seeks to maximise the benefits and opportunities offered by the 2012 Olympic and Paralympic Games and its legacy through: working closely with the appropriate authorities to ensuring a collaborative approach to the planning and implementation of the Olympic Legacy; regenerating Fish Island; delivering High Street 2012; assisting in the creation of the Lea River Park to link the Olympic Legacy Area and Lea Valley Regional Park with the Thames; significant investment in Victoria Park; taking full advantage of people visiting the borough to stimulate the local economy; supporting communities participation in activities, sports and opportunities linked to the Olympics and Olympic Legacy; stimulating economic regeneration through the creation of new local employment, enterprise and business opportunities

London Olympic Games and Paralympic Games Act 2006

The proposed Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

17 PUBLIC ART

There is a vibrant and varied public art legacy as a result of the Olympic development and in order to benefit from this, planning conditions are proposed to secure the

protection of existing public art within the Site. In order to accord with relevant planning policies, provision for new art and cultural events is secured in the s.106 legal agreement. In particular, the s.106 legal agreement requires an arts coordinator to be appointed to prepare and submit an Arts and Culture Strategy for the LCS area and to manage the application of the financial contribution towards the provision of new art and cultural events. It is acknowledged that the negotiated financial contribution towards the provision of new public art is relatively limited, but in a development with constrained viability, this is considered to be the maximum that could reasonably be secured given other planning policy and scheme mitigation priorities.

Given the above, the Development is considered to comply with the following relevant policies:

London Plan

Policy 7.5 Public Realm – states that opportunities for high quality public art should be considered in the development of public realm

LB Hackney saved UDP policies

Policy ACE4 – Art and Art Space

Policy ACE5 – Percent for Art

Policy ACE6 – Arts and Open Space

LB Tower Hamlets saved UDP policies:

Policy ART1 - which supports the development of public art in new development.

London Olympic Games and Paralympic Games Act 2006

The scheme benefits from the public art delivered as part of the preparation for the 2012 Olympic Games, and as such would be in accordance with section 5(5)(b) of the London Olympic Games and Paralympic Games Act 2006.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:

- (a) To the desirability of making proper preparation for the London Olympics;
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them;
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics;
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents); and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

18. TV RECEPTION

Assessments undertaken as part of the Environmental Statement demonstrated that there would be unlikely to be an adverse impact on TV reception as a result of the Development. A pre-construction survey is required to be undertaken by an obligation

within the section 106 agreement, with a further survey required if complaints are received that TV reception has deteriorated, as well as requiring the mitigation measures to be carried out should the deterioration be attributable to the Development.

Conclusion

Subject to the obligation in the s.106 legal agreement, the proposal is considered to be acceptable in terms of its potential impacts on TV reception, and complies with the provisions of the following development plan policies:

London Plan

Policy 7.7 – Location and design of tall buildings

Tall and large buildings should be part of a plan led approach to changing or developing an area. They should not have an unacceptably harmful impact on their surroundings. Applications for tall or large buildings should (a) generally be limited to the CAZ, opportunity areas, areas of intensification or town centres that have good access to public transport; (b) only be in areas that would not be adversely affected by the scale, mass or bulk of the building; (c) relate well to the form, proportion, scale and character of the surrounding buildings, urban grain and public realm, particularly at street level; (d) improve legibility of an area by emphasising a point of civic or visual significance and enhance the skyline; (e) incorporate the highest standards of architecture and materials; (f) have ground floor activities that provide a relationship to the surrounding streets; (g) contribute to improving the permeability of the site and wider area where possible; (h) incorporate publicly accessible areas on upper floors where appropriate; and (i) make a significant contribution to local regeneration. Tall buildings should not adversely affect their surroundings in terms of wind turbulence, overshadowing, noise, reflected glare, aviation, navigation and telecommunication interference; and should not impact adversely on local or strategic views. The impact of tall buildings proposed in sensitive locations should be given particular consideration.

London Borough of Newham Unitary Development Plan saved policy

Policy EMP17 - Telecommunications development

Where the reception of television signals in the locality may be adversely affected by a proposal, the Council will require an evaluation of the proposal's impact and the implementation of measures to prevent such interference.

London Olympic Games and Paralympic Games Act 2006

The proposed development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:

- (a) To the desirability of making proper preparation for the London Olympics;
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them;
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics;

- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents); and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

19. ARCHAEOLOGY

In considering the Archaeology and Heritage aspects of the scheme the Local Planning Authority has taken into account that considerable areas of the Olympic Park have been extensively disturbed through earthworks, remediation and civil engineering infrastructure. Whilst the LCS scheme would not have an adverse affect on the archaeology of the site, there remains, however, the potential for disturbing unrecorded remains in any previously unexcavated locations within the Park, including remains of Bronze Age date in PDZ1, prehistoric features in PDZ8 and on the range of features of various dates in PDZ12.

GLAAS provided comments on the application and recommended a condition including a requirement for a new written scheme of investigation. Given the site history of recent extensive investigation undertaken during the Olympic Games site preparation phase, the requirement for a new written scheme of investigation for the entire site as suggested by GLAAS, would be excessive. Instead, a condition of the planning permission requires submission of a new written scheme of investigation for any undisturbed areas of the LCS site not previously investigated pursuant to the Olympic Consents but which are to be disturbed as part of the Development. The Conditions also requires a site wide watching brief and further evaluation work in PDZs 1, 8 and 12.

Conclusion

On the basis of the conditions it is considered that the Development would not result in any detrimental impacts on archaeology and would comply with the following development plan policies:

London Plan

Policy 7.8 – Heritage assets and archaeology

Seeks identification of London's heritage and archaeological assets. Development proposals should incorporate measures that identify, record, interpret, protect, and where appropriate, present the site's archaeology. Development should identify, value, conserve, restore, re-use and incorporate heritage assets where appropriate. Development affecting heritage assets and their settings should conserve their significance by being sympathetic to their form, scale, materials and architectural detail. New development should make provision for the protection of archaeological resources, landscapes and significant memorials.

London Borough of Hackney Core Strategy

Policy 25 – Historic Environment

All development should make a positive contribution to the character of Hackney's historic and built environment.

London Borough of Newham Core Strategy

Policy SP5 – Heritage and Other Successful Place-Making Assets

This policy seeks to recognise the value of heritage and other assets (natural, cultural, architectural and infrastructural) through their protection, conservation and enhancement.

London Borough of Newham Unitary Development Plan, saved policies:

- EQ43 – Archaeology

London Borough of Tower Hamlets Unitary Development Plan, saved policies:

- DEV 43 - Protection of Archaeological Heritage

London Olympic Games and Paralympic Games Act 2006

The proposed Development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:

- (a) To the desirability of making proper preparation for the London Olympics;
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them;
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics;
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents); and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5)

20. AIR QUALITY

The Code of Construction Practice (CoCP) sets out measures to mitigate and minimise air quality impacts during construction. Whilst the document is considered to include measures which would mitigate the impacts of construction on air quality, conditions require a further more detailed version of the CoCP; a scheme for dust monitoring, assessment and mitigation; and the appointment of an Environmental Manager to monitor and report on compliance with the implementation of the mitigation measures. With these measures and conditions in place it is considered that construction impacts on air quality would be mitigated.

In relation to post construction phases, the conclusions of the Environmental Statement that any adverse effect would at worst be of slight significance is accepted based upon the assessment undertaken. Any effects can be mitigated to a degree by design at Reserved Matters and a condition also requires that a further air quality assessment is to be submitted for approval at Zonal Masterplan (ZMP) stage in order to establish whether any further mitigation, either designed in to the scheme or as separate mitigation measures, are required. Taken with proposals to promote sustainable transport modes, technological changes and the likely tightening of emissions standards over the longer term, the Local Planning Authority is satisfied that the Development would not give rise to adverse impacts on air quality.

Objections

Representations from the GLA, Environment Agency, NHS East London and the City and the London Borough of Newham sought clarification or raised concerns about air quality and the need for a strategy to minimise air pollution, particularly given the extensive road network and long term nature of the project. London Borough of Newham raised concerns about emissions from the Energy Centre and food outlets. The mitigation of construction effects is secured through the conditions of the planning permission which control construction activity, including the Code of Construction Practice.

In terms of the operation of the Development, the air quality assessments that are required at Zonal Masterplan (ZMP) stage will establish whether any further mitigation, either designed in to the scheme or as separate mitigation measures, are required. Taken with proposals to promote sustainable transport modes, technological changes and the likely tightening of emissions standards over the longer term, the Local Planning Authority is satisfied that the Development would not give rise to adverse impacts on air quality.

Conclusion

It is considered that the Development proposals taken with the requirements of the conditions are in accordance with the following development plan policies:

London Plan

Policy 7.14 – Improving air quality

Seeks to ensure that spatial, climate change, transport and design policies of the plan support implementation of his Air Quality and Transport strategies to achieve reductions in pollutant emissions and minimise public exposure to pollution. Development proposals should (a) minimise increased exposure to existing poor air quality and make provision to address local problems of air quality and where development is likely to be used by large numbers of those particularly vulnerable to poor air quality; (b) promote sustainable design and construction to reduce emissions from demolition and construction of buildings; (c) be at least air quality neutral and not lead to further deterioration of existing poor air quality; (d) where provision need to be made to improve air quality that this is usually on-site; (e) where detailed air quality assessment is required and the development includes biomass boilers, the assessment should forecast pollutant concentrations. Permission should only be granted where there is no adverse air quality impact from the biomass boilers identified.

London Borough of Hackney: Saved UDP Policy

- EQ42 Air Pollution

London Borough of Newham: Saved UDP Policy

- EQ45 Environmental Protection

**London Borough of Tower Hamlets: Submission draft Managing Development
DPD (February 2012)**

Policy DM9 Improving Air Quality

Major development will be required to submit an Air Quality Assessment demonstrating reduction or prevention of air pollution during construction or demolition.

London Olympic Games and Paralympic Games Act 2006

The proposed development would be in accordance with section 5 (5) (b) of the Act in that it would assist in maximising the benefits to be derived after the London Olympics from things done in preparation for them.

Section 5 (5) of the London Olympic Games and Paralympic Games Act 2006 sets out the matters to which the Olympic Delivery Authority in discharging its planning functions shall have regard, in particular:-

- (a) To the desirability of making proper preparation for the London Olympics,
- (b) To the desirability of maximising the benefits to be derived after the London Olympics from things done in preparation for them,
- (c) To the terms of any planning permission already granted in connection with preparation for the London Olympics,
- (d) To any guidance issued by the Secretary of State (which may, in particular, refer to other documents), and
- (e) To the development plan for any area in respect of which an order is made under section 149 of the Local Government, Planning and Land Act 1980 (c. 65) by virtue of subsection (1) above, construed in accordance with section 38 of the Planning and Compulsory Purchase Act 2004 (c. 5).

ANNEXURE 1

SCHEDULE OF APPROVED PLANS AND DRAWINGS

Drawing Title	Reference Number	Revision Number
Site Wide Planning Application Boundary Plan	LCS-DWG-APP-RED-PAR-GLB-001	01
Site Wide Residential Density Parameter Plan	LCS-DWG-APP-DEN-PAR-GLB-001	02
Site Wide Open Spaces Parameter Plan	LCS-DWG-APP-OPS-PAR-GLB-001	02
H14 Vehicle Bridge Parameter Plan	LCS-DWG-APP-BRG-PAR-GLB-000-001	02
H16 Pedestrian/Cycle Bridge Parameter Plan	LCS-DWG-APP-BRG-PAR-GLB-000-002	02
Site Wide Infrastructure Existing Roads and Bridges to be Removed	LCS-DWG-APP-INF-PAR-GLB-001	02
Site Wide Proposed levels plan	LCS-DWG-APP-TOP-PAR-GLB-000-001	02
Site Wide Cut and fill plan	LCS-DWG-APP-TOP-PAR-GLB-000-002	02
PDZ8 District Heating Layout and Limit of Deviation	LCS-DWG-APP-UTL-PAR-PDZ8-000-006	01
PDZ4 Legacy Street Layout Parameter Plan	LCS-DWG-APP-HWY-PAR-PDZ4-001	02
PDZ5 Legacy Street Layout Parameter Plan	LCS-DWG-APP-HWY-PAR-PDZ5-001	02
PDZ5 Legacy Street Layout Parameter Plan	LCS-DWG-APP-HWY-PAR-PDZ5-002	02
PDZ6 Legacy Street Layout Parameter Plan	LCS-DWG-APP-HWY-PAR-PDZ6-001	02
PDZ8 Legacy Street Layout Parameter Plan	LCS-DWG-APP-HWY-PAR-PDZ8-001	02

PDZ12 Legacy Street Layout Parameter Plan	LCS-DWG-APP-HWY-PAR-PDZ12-001	02
Site Wide Phasing Plan	LCS-DWG-APP-PHS-PAR-GLB-001	02
PDZ1 Ground Floor Predominant Land Uses Parameter Plans	LCS-DWG-APP-LDU-PAR-PDZ1-001	02
PDZ1 Upper Floor Predominant Land Uses Parameter Plan	LCS-DWG-APP-LDU-PAR-PDZ1-002	02
PDZ1 Maximum AOD Building Heights and Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ1-001	02
PDZ1 Minimum AOD Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ1-002	02
PDZ1 Open Spaces and Play Spaces Parameter Plan	LCS-DWG-APP-OPS-PAR-PDZ1-001	01
PDZ1 Access and Routes Parameter Plan	LCS-DWG-APP-HWY-PAR-PDZ1-001	02
PDZ1 Residential Density Parameter Plan	LCS-DWG-APP-DEN-PAR-PDZ1-001	02
PDZ1 Proposed Levels	LCS-DWG-APP-TOP-PAR-PDZ1-001	01
PDZ2 Ground Floor Predominant Land Uses Parameter Plans	LCS-DWG-APP-LDU-PAR-PDZ2-001	02
PDZ2 Upper Floor Predominant Land Uses Parameter Plan	LCS-DWG-APP-LDU-PAR-PDZ2-002	01
PDZ2 Maximum AOD Building Heights and Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ2-001	02
PDZ2 Minimum AOD Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ2-002	02
PDZ2 Open Spaces and Play Spaces Parameter Plan	LCS-DWG-APP-OPS-PAR-PDZ2-001 02	02
PDZ2 Access and Routes Parameter Plan	LCS-DWG-APP-ACS-PAR-PDZ2-001	02
PDZ2 Residential Density Parameter Plan	LCS-DWG-APP-DEN-PAR-PDZ2-001	01

PDZ2 Proposed Levels	LCS-DWG-APP-TOP-PAR-PDZ2-001	01
PDZ4 Ground Floor Predominant Land Uses Parameter Plans	LCS-DWG-APP-LDU-PAR-PDZ4-001	02
PDZ4 Upper Floor Predominant Land Uses Parameter Plan	LCS-DWG-APP-LDU-PAR-PDZ4-002	02
PDZ4 Maximum AOD Building Heights and Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ4-001	02
PDZ4 Minimum AOD Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ4-002	02
PDZ4 Open Spaces and Play Spaces Parameter Plan	LCS-DWG-APP-OPS-PAR-PDZ4-001	02
PDZ4 Access and Routes Parameter Plan	LCS-DWG-APP-ACS-PAR-PDZ4-001	01
PDZ4 Residential Density Parameter Plan	LCS-DWG-APP-DEN-PAR-PDZ4-001	02
PDZ4 Proposed Levels	LCS-DWG-APP-TOP-PAR-PDZ4-000-001	02
PDZ4 Existing Roads and Bridges to be Removed	LCS-DWG-APP-INF-PAR-PDZ4-001	02
PDZ5 Ground Floor Predominant Land Uses Parameter Plans	LCS-DWG-APP-LDU-PAR-PDZ5-001	02
PDZ5 Upper Floor Predominant Land Uses Parameter Plan	LCS-DWG-APP-LDU-PAR-PDZ5-002	02
PDZ5 Maximum AOD Building Heights and Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ5-001	02
PDZ5 Minimum AOD Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ5-002	02
PDZ5 Open Spaces and Play Spaces Parameter Plan	LCS-DWG-APP-OPS-PAR-PDZ5-001	02
PDZ5 Access and Routes Parameter Plan	LCS-DWG-APP-ACS-PAR-PDZ5-001	02
PDZ5 Residential Density Parameter Plan	LCS-DWG-APP-DEN-PAR-PDZ5-001	02

PDZ5 Proposed Levels	LCS-DWG-APP-TOP-PAR-PDZ5-000-001	02
PDZ5 Existing Roads and Bridges to be Removed	LCS-DWG-APP-INF-PAR-PDZ5-003	02
PDZ6 Ground Floor Predominant Land Uses Parameter Plans	LCS-DWG-APP-LDU-PAR-PDZ6-001	02
PDZ6 Upper Floor Predominant Land Uses Parameter Plan	LCS-DWG-APP-LDU-PAR-PDZ6-002	01
PDZ6 Maximum AOD Building Heights and Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ6-001	01
PDZ6 Minimum AOD Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ6-002	01
PDZ6 Open Spaces and Play Spaces Parameter Plan	LCS-DWG-APP-OPS-PAR-PDZ6-001	01
PDZ6 Access and Routes Parameter Plan	LCS-DWG-APP-ACS-PAR-PDZ6-001	01
PDZ6 Residential Density Parameter Plan	LCS-DWG-APP-DEN-PAR-PDZ6-001	01
PDZ6 Proposed Levels	LCS-DWG-APP-TOP-PAR-PDZ6-000-001	01
PDZ8 Ground Floor Predominant Land Uses Parameter Plans	LCS-DWG-APP-LDU-PAR-PDZ8-001	02
PDZ8 Upper Floor Predominant Land Uses Parameter Plan	LCS-DWG-APP-LDU-PAR-PDZ8-002	02
PDZ8 Maximum AOD Building Heights and Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ8-001	02
PDZ8 Minimum AOD Frontage Heights Parameter Plan	LCS-DWG-APP-HGT-PAR-PDZ8-002	02
PDZ8 Open Spaces and Play Spaces Parameter Plan	LCS-DWG-APP-OPS-PAR-PDZ8-001	02
PDZ8 Access and Routes Parameter Plan	LCS-DWG-APP-ACS-PAR-PDZ8-001	02

PDZ8 Residential Density Parameter Plan	LCS-DWG-APP-DEN-PAR-PDZ8-001	02
PDZ8 Proposed Levels	LCS-DWG-APP-TOP-PAR-PDZ8-000-001	01
PDZ8 Existing Roads and Bridges to be Removed	LCS-DWG-APP-INF-PAR-PDZ8-001	02
PDZ12 Ground Floor Predominant Land Uses Parameter Plans	LCS-DWG-APP-LDU-PAR-PDZ12-001	02
PDZ12 Upper Floor Predominant Land Uses Parameter Plan	LCS-DWG-APP-LDU-PAR-PDZ12-002	01
PDZ12 Maximum AOD Building Heights and Frontage Heights Parameter Plans	LCS-DWG-APP-HGT-PAR-PDZ12-001	01
PDZ12 Minimum AOD Frontage Heights Parameter Plans	LCS-DWG-APP-HGT-PAR-PDZ12-001	02
PDZ12 Open Spaces Parameter Plan	LCS-DWG-APP-OPS-PAR-PDZ12-001	01
PDZ12 Access and Routes Parameter Plan	LCS-DWG-APP-ACS-PAR-PDZ12-000	01
PDZ12 Residential Density Parameter Plan	LCS-DWG-APP-DEN-PAR-PDZ12-000	02
PDZ12 Proposed Levels	LCS-DWG-APP-TOP-PAR-PDZ12-000-001	01

ANNEXURE 2

ZONAL MASTERPLAN SPECIFICATION

All Zonal Masterplans and Sub Zonal Masterplans shall conform (to the extent appropriate for the level of detail required for the ZMP and SZMP) to the following, unless minor variations have been otherwise agreed in writing by the Local Planning Authority:

- The approved Site Wide and PDZ specific Parameter Plans;
- The approved Site Wide Design Code;
- The approved Planning Delivery Zone Design Codes;
- The Revised Development Specification and Framework; and
- The following parts of the Revised Design and Access Statement:
 - Layout and Subdivision – Pages 74, 76-83 & 156-159;
 - Scale and Building Hierarchy – Pages 86-87 and 177;
 - Use and Amount – Pages 88-89 and 144-147;
 - Layout and Long Views – 162-165;
 - Layout and Internal Views – 166-169;
 - Appearance and Frontages – Pages 84-85 and 170-175;
 - Landscaping and public realm – Pages 212-217 and 230-235;
 - Access and Movement – 237-259; and
 - Building Typologies – Pages 184-201.

In respect of Planning Delivery Zones 1, 5 and 8, the Zonal Masterplan for such Planning Delivery Zones shall identify which of the Sub Planning Delivery Zones applicable for that Planning Delivery Zone are the subject of that masterplan and which, if any, are to be the subject of a future Sub Zonal Masterplan and the Zonal Masterplan for the Planning Delivery Zone shall:

- in respect of the Sub Planning Delivery Zones which are the subject of the masterplan, include the details required in Part A in respect of such Sub Planning Delivery Zones; and
- in respect of the Sub Planning Delivery Zones which are to be the subject of a future Sub Zonal Masterplan, include the details required in Part B in respect of such Sub Planning Delivery Zones

Part A – Applies to all Zonal Masterplans and all Sub Zonal Masterplans

The Zonal Masterplans and Sub Zonal Masterplans will include the following: Drawings, Schedules, Visualisations, Models and Images

- a) Plans on an Ordnance Survey Base at 1:500 indicating the layout of the Development proposed within the relevant PDZ which (unless agreed otherwise in writing with the LPA) shall show as appropriate:
 - i) The footprint of Blocks (as defined in the relevant approved PDZ Design Codes) in that PDZ including the spatial distribution and mix of the principal land uses of residential (including the proportion and distribution of market, affordable and Family Housing Units of each type and size), retail, employment, leisure,

community/uses and open space in accordance with the documents referenced above. Active frontages should also be identified;

- ii) An area schedule including a range of floor areas by land-use type within a minimum and maximum range and where the land-use type includes employment uses the area schedule shall identify the minimum and maximum range within the employment use that may be managed and/or managed and affordable employment floorspace;
- iii) Location (within LODs) of any landmark buildings, structures and features;
- iv) Maximum and minimum Block heights from proposed and existing datums allowing the range of typologies specified in the relevant PDZ Design Codes;
- v) Location (within LODs) of Public Open Space, Play Spaces and key pedestrian and cycle linkages to those spaces;
- vi) Confirmation the quantum of minimum residential amenity space will comply with Conditions LCS0.14, LCS0.38 and LCS0.168;
- vii) The principles of car parking provision, including location and the anticipated maximum number of spaces in accordance with Conditions LCS0.215 - LCS0.221;
- viii) Street layout outside the Blocks to include traffic calming measures, locations and specifications of home zones where appropriate, including key pedestrian and cycle linkages within the PDZ, showing connections beyond the zone boundary;
- ix) Public transport routes and infrastructure including phasing and bus priority measures based on the most up to date information from TfL;
- x) Junctions of proposed roads with existing roads;
- xi) Strategic integration with adjoining areas, including any waterways, such plans to show approved proposals, proposals contained in adopted policy documents within adjacent zones and existing development within 50m deviation of the zonal boundary;
- xii) Any proposed topographical changes, relating to existing and proposed contours, continuously across the whole PDZ as agreed with the Local Planning Authority; and
- xiii) Other infrastructure, including drainage and district heating network connections.

- xiv) In respect of any Zonal Masterplan and Sub Zonal Masterplan for PDZ 8: details of the buffer zone between the PDZ 8 and the adjacent flood defences as required by Condition LCS0.301 and details of the levels, layout, surfacing and implementation phasing of the pedestrian/cycle link and tertiary street in Development Parcel 8.1 which connects the Greenway to Bridgewater Road bridge as required by Condition LCS0.304.
- xv) In respect of any Zonal Masterplan for PDZ 12: details of the levels, layout, surfacing and implementation phasing of the pedestrian/cycle link in Development Parcels 12.1 and 12.2 (as shown on drawing LCS-APP-DWG-ACS-PAR-PDZ12-001 Rev 001) which connects the Greenway to Rick Roberts Way as required by Condition LCS0.309
- b) Cross-sections of the maximum LODs in wire frame model format and perspectives of key streets, buildings and open spaces, infrastructure interfaces and boundary conditions at a scale of not less than 1:200 (such cross-sections and scale to be agreed with the Local Planning Authority in advance of submission).
- c) A visual analysis of the ZMP or SZMP maximum Block heights to include perspectives into the zone and sections, which extend beyond the application site boundary in locations where development is proposed in sensitive locations (as defined in the Environmental Statement).
- d) Working model to 1:500 scale plus models of 1:200 scale (or such other scale as may be agreed with the Local Planning Authority) of key areas to be agreed by the Local Planning Authority.
- e) A Development Parcel Phasing Plan pursuant to Condition LCS0.50.
- f) An Illustrative Reconciliation Masterplan.
- g) A materials palette for buildings, public and private realm from which Reserved Matters submissions may select for development plots, streets, public realm and open space (public and private).

The Zonal Masterplans and Sub Zonal Masterplans will include the following: Statements and Strategies

- h) Landscape strategy setting out design guidance in respect of:
 - i) soft landscaping design guidance which expands on the approved Site Wide Design Code guidance at Codes 4.9 – 4.22 setting out:
 - general arrangements/areas of soft landscaping;
 - suitable planting species and planting strategy in accordance with Biodiversity Action plan priority habitat Conditions LCS0.137 and LCS0.145;

- ii) hard landscaping design guidance which expands on the approved Site Wide Design Code guidance at Codes 4.1 – 4.8 setting out:
 - pedestrian, cycle way and shared space guidance (including guidance on footway and cycleway widths and surface materials) which co-ordinates with existing pedestrian and cycle connections;
 - typical design details or minimum specifications for play space, play equipment, street furniture (including telecommunications, broadcasting and electrical equipment), seating, lighting, surface materials, access, retaining structures, handrails, parapets and tree pits providing a coordinated palette of materials across the zone;
 - iii) Initial lighting guidance which considers the protection of habitats and minimising light pollution;
 - iv) Public art;
 - v) Signage and advertising;
 - vi) Interim treatment of areas within the zone and their boundaries pending their development.
- i) Design statement to include where relevant:

- i) An explanatory statement which provides a supporting narrative on the aspects listed at points a) to h) above including;

- Principles relating to landmark buildings as it relates to point a) iii) above;
- Measures for dealing with infrastructure and safeguarding within that zone as it relates to points a) (ix) and a) (xii) above;
- Phasing of development across the zone as it relates to point e) above, including details of infrastructure phasing where relevant;
- Areas for public and private use as it relates to a) (i), a) (v), a) (viii) and a) (ix) above;
- How the key pedestrian and cycle linkages identified at point a) (viii) above provide access to the bus network, as far as it is known at ZMP or SZMP submission stage, and stations;

- ii) An initial assessment of the impact of the uses and locations identified at point a) (i), open space locations identified at point a) (v) and maximum block heights identified at point a) (iv) on future amenity within the Zone and on neighbouring properties including:

- Impact on privacy;
- Sunlight/daylight;
- Potential night-time light pollution from commercial, retail and leisure uses onto adjacent residential property;
- Microclimatic analysis making an initial assessment on whether the pedestrian level wind environment in and around the development would exceed threshold wind

speeds as they relate to pedestrian comfort levels and safety (using the Lawson Criteria for Distress and Comfort); and

- How the design will address the issues identified in the initial assessment in the final Reserved Matters massing and elevations, including identification of locations and building for which details wind tunnel testing will be required.
- j) An inclusive access statement for each Zonal Masterplan and each Sub Zonal Masterplan will be prepared in accordance with the approved Site Wide inclusive access strategy and the Equalities Statement, and shall demonstrate compliance with the requirements for Lifetime Homes and wheelchair housing provision.
- k) A statement summarising the comments of the Quality Review Panel on the relevant draft Zonal Masterplan application and draft Sub Zonal Masterplan application and detailing how those comments have been taken into consideration and reflected in the final Zonal Masterplan application and final Sub Zonal Masterplan application. The statement shall incorporate comments provided by a suitably qualified Quality Review Panel Member(s) which specifically comments on the inclusive design and accessibility aspects of the Zonal Masterplan and the Sub Zonal Masterplan.
- l) A statement which explains the way in which relevant aspects of Association of Chief Police Officers Secured by Design (including Secured Car Parks) have been applied within the Zonal Masterplan and Sub Zonal Masterplan to the extent appropriate for the level of detail required for the ZMP and SZMP.
- m) A green infrastructure statement as required by Condition LCS0.137
- n) A zonal construction transport management plan (ZCTMP) as required by Condition LCS0.59
- o) A construction air quality assessment as required by Condition LCS0.87
- p) In respect of any Zonal Masterplan and any Sub Zonal Masterplan for PDZ 1: an assessment of the residual risks from the inundation of Carpenter's Road as required by Condition LCS0.276.
- q) Key principles for the location of the Affordable Housing Units and Family Housing
- r) A statement of consultation with the community facilities working group and evidence of the community facilities working group's recommendations for the provision of community facilities within the Planning Delivery Zone
- s) Where required pursuant to Schedule 11 of the Section 106 Agreement, a Sustainability Enhancements Report.

The Zonal Masterplans and Sub Zonal Masterplans will include the following: Compliance Statement

- t) A compliance statement which demonstrates compliance with the Sustainability, Energy, Climate Change and BAP Habitat specifications, obligations and conditions contained within this permission and the Section 106 Agreement that affect the Zonal Masterplan and Sub Zonal Masterplan

Part B – Applies to the Zonal Masterplans for Planning Delivery Zones 1, 5 and 8 which identify any Sub Planning Delivery Zones which are to be the subject of a Sub Zonal Masterplan

The following details shall be required in respect of the Sub Planning Delivery Zones identified in the Zonal Masterplan as being subject to, in the future, a Sub Zonal Masterplan) to illustrate how the first Sub Planning Delivery Zone will not prejudice the future Sub Zonal Masterplan of the Second Sub Planning Delivery Zone.

- a) Plans on an Ordnance Survey Base at 1:500 indicating the layout of the Development proposed within the relevant SPDZ which (unless agreed otherwise in writing with the LPA) shall show as appropriate:
- i) spatial distribution of the principal land uses of residential (including an indication of the proportion and distribution of market, affordable and Family Housing Units), retail, employment, leisure, community/uses and open space;
 - ii) an indicative area schedule including a range of floor areas by land-use type within a minimum and maximum range;
 - iii) an indication of maximum and minimum development heights from proposed and existing datums;
 - iv) an indication of the location (within LODs) of Publicly Accessible Open Space, Play Spaces and key pedestrian and cycle linkages to those spaces;
 - v) the principles of car parking provision, including the anticipated maximum number of spaces in accordance with Conditions LCS0.215, LCS0.218 and LCS0.220;
 - vi) key transport routes and linkages, including streets and pedestrian and cycle routes;
 - vii) key public transport routes and infrastructure;
 - viii) strategic integration with adjoining areas, including waterways, streets, pedestrian and cycle routes, and bridges and infrastructure within 50m deviation of the sub zonal boundary;
 - ix) an indication of any proposed topographical changes;
 - x) in respect of SPDZ 8B: an indication of the buffer zone between the PDZ 8 and the adjacent flood defences as required by Condition LCS0.301 and an indication of the location of the pedestrian/cycle link and tertiary street in Development Parcel 8.1 which connects the Greenway to Bridgewater Road bridge as required by Condition LCS0.304.

- b) a limited selection of indicative cross-sections of the maximum LODs in wire frame model format of key transport routes and linkages (including streets and pedestrian and cycle routes) and open spaces, infrastructure interfaces and boundary conditions at a scale of not less than 1:200 (such cross-sections and scale to be agreed with the Local Planning Authority in advance of submission).
- c) an illustrative SZMP Development Parcel Phasing Plan.

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ANNEXURE 3

RESERVED MATTERS SPECIFICATION

The following shall be included as part of each application for the approval of Reserved Matters, unless otherwise agreed in writing by the Local Planning Authority:

- (i.) a statement and such other material as may reasonably be necessary to demonstrate that the Reserved Matters application accords with the Zonal Masterplan approved in respect of the relevant PDZ and, where applicable, accords with the Sub Zonal Masterplan approved in respect of the relevant Sub Planning Delivery Zone
- (ii.) where the Reserved Matters application has been considered by the Quality Review Panel a statement summarising the comments received from the Quality Review Panel and detailing how those comments have been taken into consideration and reflected in the final Reserved Matters application.
- (iii.) details of layout, scale, appearance, means of access and materials to be used
- (iv.) a statement of participation with neighbouring and other affected residential and business owners and occupiers
- (v.) an equalities statement
- (vi.) an inclusive access and design statement (which shall demonstrate compliance with the requirements for Lifetime Homes and wheelchair housing provision where applicable and the Site Wide inclusive access strategy)
- (vii.) a planning statement which shall set out how the reserved matters application is in accordance with relevant planning policy current at the time of submission
- (viii.) an Illustrative Reconciliation Masterplan
- (ix.) a series of development context drawings (comprising plans, elevation and section drawings of 1:200, 1:500 or some other scale agreed with the Local Planning Authority which shows Development approved pursuant to Reserved Matters approvals or, if Development has not been so approved, which shows the maximum parameters of the Development within 200m from the Reserved Matters site);
- (x.) a 1:1250 scale drawing on an OS base showing details of any Reserved Matters already approved in respect of the relevant Planning Delivery Zone.
- (xi.) a Reserved Matters application which includes the erection of a building(s) shall include the following:
 - a micro-climate report, including wind tunnel tests
 - a sunlight daylight assessment
 - a sustainability statement in accordance with Condition LCS0.122

- a climate change statement in accordance with Condition LCS0.123
 - an energy statement in accordance with Condition LCS0.131
 - a water statement in accordance with Condition LCS0.134
 - details of sustainable construction measures
 - details of waste and recycling facilities
 - details of plant
 - noise and vibration mitigation measures incorporated into the design of the building
 - drawings of an appropriate scale (to be agreed in advance with the Local Planning Authority) showing the finished floor levels for each building.
- (xii.) a Reserved Matters application which includes hard and/or soft landscaping shall include the following:
- the finished ground levels and proposed drainage arrangements;
 - the means by which installed remediation measures are to be safeguarded;
 - the size, type and appearance of all paving or other hard surfaces, including a sample of the materials to be used;
 - all fences, gates and other structures to be installed;
 - the location and species of all trees and other vegetation to be retained;
 - proposed planting (including provision for at least one fruit tree or shrub per dwelling), including species, size and provenance, in respect of a soil source compatible to that on the site, of stock, planting densities and Green Roof Space;
 - specifications for planting and cultivation; and
 - management arrangements, particularly for retained and/or created ecological habitats;
 - a Development Parcel landscape delivery plan showing the phased delivery of the landscape in that Development Parcel and identifying the landscaping to be completed before each building in that Development Parcel can be Occupied.
- (xiii.) details of external lighting (including a statement of how such lighting is in accordance with the approved Site Wide lighting strategy) and CCTV installations (including a statement of how such CCTV installations are in accordance with the approved Site Wide CCTV framework)
- (xiv.) where the Reserved Matters application involves structures such as retaining walls or other engineering works (such as roads, service areas, parking, footpaths or other hard surfaced areas) details of the layout, finished levels, materials to be used on

- external surfaces, ancillary buildings and street furniture
(including lighting)
- (xv.) where the Reserved Matters application includes Play Space, a statement of compliance with the Site Wide Play Spaces specification approved pursuant to Condition LCS0.160
 - (xvi.) where the Reserved Matters application includes car parking provision the allocation of residential spaces between market and affordable housing, taking account of views of affordable housing providers
 - (xvii.) where a Reserved Matters Application relates to PDZs 1, 4 or 8 it shall include details of flood protection measures to comply with the peak flood levels plus allowance for climate change as required by Conditions LCS0.275, LCS0.286 and LCS0.296 as applicable;
 - (xviii.) where a Reserved Matters Application includes employment floorspace, it shall include the amount of floorspace within such employment floorspace that is to be managed employment floorspace and/or managed and affordable employment floorspace.

ANNEXURE 4

TABLE OF ES MITIGATION

(The content of this table is extremely faint and illegible due to low contrast and blurring. It appears to be a table with multiple columns and rows, likely detailing environmental mitigation measures.)

LCS Mitigation Summary Table						
Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation		Hyder comment
1	Soils, Geology and Contaminated Land	Site Wide	Potential for site construction workers to come into contact with potentially contaminated materials	Workers to comply with the Construction Code of Practice (CoCP) with regards to being supplied with and wearing appropriate PPE. Refer to Construction Conditions, in particular Code of Construction Practice.		
2	Soils, Geology and Contaminated Land	Site Wide	Potential impact on surface water quality through the excavation and earthworks, the vegetation and increase of suspended solids, potential for vehicle storage and refuelling to cause water pollution	CoCP to include the contractor's obligations to protect the surface and groundwater from pollution, including the storage of oils and fuels and other List 1 substances and the disposal of waste water. Refer to Construction Conditions, in particular Code of Construction Practice.		
3	Soils, Geology and Contaminated Land	Site Wide	A substantial amount of waste soils/materials may be generated by excavation below the marker layer. Any such material is likely to be contaminated and may not be suitable for re-use and may require off-site disposal.	- Development of a Materials Management Plan as part of the CoCP to allow risk based characterisation of materials - Development of handling procedures with the Contractor and Environment Agency		
4	Soils, Geology and Contaminated Land	Site Wide	Deep foundations for proposed medium and high-rise buildings and structures will penetrate the marker layer and may found in the Thanet Sand/Upper Chalk therefore creating potential pathways between contaminated made ground and a Principal Aquifer.	Review ground conditions in advance of piling. Construction of piled foundations is to be in accordance with the EA document 'Piling and Penetrative Ground Improvement Methods on Land Affected by Contamination'. Refer to Foundation details Condition.		
5	Soils, Geology and Contaminated Land	Site Wide	Potential for increased rainwater infiltration to impact on groundwater (and surface water) quality	Infiltration drainage techniques are not to be used in Legacy developments. Refer to Surface Water Drainage Details Condition.		
6	Soils, Geology and Contaminated Land	Site Wide	Buried structures could be damaged by aggressive ground conditions as a result of soil and/or groundwater contamination	Specification of appropriate materials to mitigate risk, e.g. Concrete types, buried pipes etc. Installation of soil gas and vapour membranes beneath built structures. To be dealt with in Reserved Matters once details of the buried structures is known.		
7	Soils, Geology and Contaminated Land	PDZ4, PDZ5, PDZ6 and PDZ8	Potential for site users to become exposed to potentially contaminated soils in the gardens of their properties, where the end-use is more sensitive than the end-use assessed for the 2007 scheme.	Further assessment of the available site data should be carried out for each development parcel and the results compared against revised Generic Assessment Criteria (GAC) and Site Specific Assessment Criteria (SSAC). Remediation or validation to be undertaken as required. Refer to Contaminated Land Remediation Conditions, in particular Site Specific Remediation Strategy.		
8	Waste	Site Wide	Construction and demolition, municipal, commercial and industrial wastes will be generated which have the potential to give rise to low, local, short term impacts at the place of production or interim storage awaiting collection - noise dust, odours, vermin, etc.	Good design of internal and external storage awaiting collection. To be dealt with in Reserved Matters once details of design are known.		
9	Water Resources (Flood Risk)	Site Wide	General	Refer to Flood Protection Measures condition for each planning development zone.		Should the various "developer requirements" relating to flood risk be referenced here?
9	Water Resources (Flood Risk)	Site Wide	Construction materials stored adjacent to the watercourses during the construction phase of the southern part of this PDZ may have the potential to wash into the Waterworks River or the River Lea. This could cause an increase of sediment quantity in the channel and a reduction of the cross sectional area	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.		Why just PDZ1? Should this be applied to other watercourses also?
10	Water Resources (Surface Water Quality)	PDZ1, PDZ2 and PDZ8	Silt laden runoff into Waterworks River	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.		
11	Water Resources (Surface Water Quality)	PDZ1, PDZ2 and PDZ8	Chemical/Fuel Spillages and Leaks into Waterworks River	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.		
12	Water Resources (Surface Water Quality)	PDZ1, PDZ2, PDZ4, PDZ5, PDZ6, PDZ8 and PDZ12	Increased demand for waste water services	Foul flows from the site will be treated at Beckton Sewage Treatment Works and ultimately discharged into the Barking Creek. Thames Water will be responsible for ensuring that no increase in pollutant loading occurs. Thames Water has confirmed that there is sufficient capacity in the network to accommodate foul flows as it was designed for the Olympic Games and foul water loads are estimated to be higher than the Legacy loads. Refer to Surface Water Drainage Details Condition.		
13	Water Resources (Surface Water Quality)	PDZ1, PDZ2, PDZ4, PDZ5, PDZ6, PDZ8 and PDZ12	Increased demand for potable water	The development is committed to a Level 4 + Code for Sustainable Homes potable water use for all residential properties. This will include water saving measures. Irrigation demand will be met by non-potable sources, subject to the Old Ford study. Refer to Sustainability - Residential Condition and Non-Potable Water Conditions		
14	Water Resources (Surface Water Quality)	PDZ2 and PDZ8	Silt laden runoff into City Mill River	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.		
15	Water Resources (Surface Water Quality)	PDZ2 and PDZ8	Chemical/Fuel Spillages and Leaks into City Mill River	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.		
16	Water Resources (Surface Water Quality)	PDZ4 and PDZ5	Silt laden runoff into River Lea Navigation	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.		
17	Water Resources (Surface Water Quality)	PDZ4	Silt laden runoff into River Lea	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.		
18	Water Resources (Surface Water Quality)	PDZ4 and PDZ5	Chemical/Fuel Spillages and Leaks into River Lea Navigation	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.		
19	Water Resources (Surface Water Quality)	PDZ4	Chemical/Fuel Spillages and Leaks into River Lea	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.		

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
20	Water Resources (Surface Water Quality)	PD24	Bed and Bank Erosion (River Lea Navigation)	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to Protection of River Corridor Condition.	
21	Water Resources (Surface Water Quality)	PD24	Morphological changes (River Lea Navigation)The requirement to reduce the canal width for the installation of the pedestrian bridge may have permanent but relatively localised effects on the morphology of the channel	Refer to L03/E28, Realignment of Loop Road in PDZ 4 and Bridges H14 and H16 Condition.	
22	Water Resources (Flood Risk)	PD25	The use of construction materials during the construction phase of this PDZ may have the potential to wash into the channel via overland flow into Hennikers Ditch Culvert. This could cause a blockage to occur at the culvert entrance.	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice.	
23	Water Resources (Surface Water Quality)	PD25	Bed and Bank Erosion (River Lea)	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to Protection of River Corridor Condition.	
24	Water Resources (Surface Water Quality)	PD28	Bed and Bank Erosion (Waterworks River)	Follow Code of Construction Practice guidelines. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to Protection of River Corridor Condition.	
25	Water Resources (Surface Water Quality)	Site Wide	General	Adhere to Environment Agency Pollution Prevention Guidelines (PPGs). Refer to Construction Conditions, in particular Code of Construction Practice.	Why just PDZ12? Surely these guidelines should be applied in all PDZs?
26	Traffic, Transport and Access	Site Wide	Rail - Potential for the development to generate additional trips by public transport but with limited changes to crowding across the network	Travel planning to encourage trip retiming and less crowded alternatives. Refer to Travel Plans Condition.	
27	Traffic, Transport and Access	Site Wide	Rail - Potential for the development to generate moderate numbers of trips by public transport resulting in some increases in crowding levels on sections of route along with increased entry and exit flows at Stratford Regional, International and Hackney Wick Stations	Travel planning to encourage trip retiming and less crowded alternatives. With the predicted increase in demand associated with Legacy Community Scheme (LCS) at Stratford and Hackney Wick. A contribution is being secured in Section 106 towards upgrades at Hackney Wick Station and Stratford Regional Station south west entrance. Also refer to Travel Plans Condition.	
28	Traffic, Transport and Access	Site Wide	LUL/DLR - Potential for the development to generate additional trips by public transport but with limited changes to crowding across the network	Travel planning to encourage trip retiming and less crowded alternatives. Refer to Travel Plans Condition.	
29	Traffic, Transport and Access	Site Wide	LUL/DLR - Potential for the development to generate moderate numbers of trips by public transport but with limited changes to crowding across the network along with increased entry and exit flows at Pudding Mill Lane station	Travel planning to encourage trip retiming and less crowded alternatives. With the predicted increase in demand associated with LCS at Stratford Station, there will be a need to review station operation and capacities and to agree appropriate mitigation. Refer to Travel Plans Condition.	
30	Traffic, Transport and Access	Site Wide	Bus - Potential for development to generate additional local bus demand resulting in moderate usage of services within capacity provided by services. Additional provision required to ensure development within 400m of bus stop increasing coverage of the network.	Amended and new bus routes and stops to ensure proximity of development to bus network, secured in Section 106.	
31	Traffic, Transport and Access	Site Wide	Cycling - Potential for development to generate a moderate level of additional cycling trips requiring both improved network provision, cycle parking and facilities	Cycle parking provided in excess of London Plan standards. Offsite junction improvements to promote sustainable modes. To be dealt with in Reserved Matters once detailed design is known. Refer to Cycle Parking Provision Conditions.	
32	Traffic, Transport and Access	Site Wide	Walking - Potential for the development to generate a high level of walking trips including journeys between public transport nodes. Good connectivity provided maintaining and enhancing the network provided through Legacy Transformation.	Provision of straight, direct pedestrian crossings where new signalled junctions are delivered as part of LCS. To be dealt with in Reserved Matters once detailed design is known. Refer to Wayfinding Conditions.	
33	Traffic, Transport and Access	Site Wide	Highways - potential for the development to generate additional numbers of vehicle trips leading to some additional queues and delays at perimeter and off-site junctions	For internal junctions no additional measures are anticipated above the scheme designs planned for each through LCS. Travel planning to encourage travel through non car modes. For perimeter and off-site junctions, a three separate payments will be made to the Legacy Transport Group for identified offsite junction works, to mitigate the effects of the development. To be dealt with in Reserved Matters once detailed design is known. Also refer to Travel Plans Condition.	
34	Traffic, Transport and Access	PDZ1, PDZ2, PDZ4 & PDZ5	Bus - Potential for development to generate additional local bus demand resulting in a need for bus network enhancements	Amended and new routes and stops to ensure proximity of development to bus network, secured in Section 106.	
35	Traffic, Transport and Access	PDZ1, PDZ2 & PDZ8	Bus - Potential for development to generate a moderate level of local bus demand resulting in a need for bus network enhancements	Amended and new routes and stops to ensure proximity of development to bus network, secured in Section 106.	
36	Traffic, Transport and Access	PDZ4	Bus - Potential for development to generate additional local bus demand resulting in a need for bus network enhancements	Amended and new routes and stops to ensure proximity of development to bus network, secured in Section 106.	
37	Traffic, Transport and Access	PDZ5	Bus - Potential for development to generate additional local bus demand resulting in a need for bus network enhancements	Amended routes and stops to ensure proximity of development to bus network, secured in Section 106.	
38	Traffic, Transport and Access	PDZ 8 & PDZ 12	Bus - Potential for development to generate additional local bus demand resulting in a need for bus network enhancements	Amended and new routes and stops to ensure proximity of development to bus network, secured in Section 106.	
39	Traffic, Transport and Access	PDZ1	Cycling - Potential for development to generate additional cycling trips requiring both improved network provision, cycle parking and facilities	Cycle parking provided in excess of London Plan standards. Offsite junction improvements to promote sustainable modes. To be dealt with in Reserved Matters once detailed design is known. Also refer to Cycle Parking Provision Conditions.	
40	Traffic, Transport and Access	PDZ1	Walking - Potential for the development to generate additional walking trips including journeys between public transport nodes.	Good connectivity provided maintaining and enhancing the network provided through Legacy Transformation. Enhanced walking network provided through park enabled by new development. Upgrades to offsite walking and cycling routes (to improve connectivity to stations and externally) as specified in S106 and contributions for improvements managed through the Legacy Transport Group. Refer to Wayfinding Conditions.	
41	Traffic, Transport and Access	PDZ2	Cycling - Potential for development to generate additional cycling trips requiring both improved network provision, cycle parking and facilities	Offsite junction improvements to promote sustainable modes. To be dealt with in Reserved Matters once detailed design is known. Also refer to Cycle Parking Provision Conditions.	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
42	Traffic, Transport and Access	PD22	Walking - Potential for the development to generate additional walking trips including journeys between public transport nodes. Good connectivity provided maintaining and enhancing the network provided through Legacy Transformation.	Enhanced walking network provided through park enabled by new development. Upgrades to offsite walking and cycling routes (to improve connectivity to stations and externally) as specified in S106 and contributions for improvements managed through the Legacy Transport Group. Refer to Wayfinding Conditions.	
43	Traffic, Transport and Access	PD23	Cycling - Potential for development to generate additional cycling trips requiring both improved network provision, cycle parking and facilities	Cycle parking provided in excess of London Plan standards. Offsite junction improvements to promote sustainable modes. To be dealt within in Reserved Matters once detailed design is known. Also refer to Cycle Parking Provision Conditions.	
44	Traffic, Transport and Access	PD23	Walking - Potential for the development to generate additional walking trips including journeys between public transport nodes. Good connectivity provided maintaining and enhancing the network provided through Legacy Transformation.	Enhanced walking network provided through park enabled by new development. Upgrades to offsite walking and cycling routes (to improve connectivity to stations and externally) as specified in S106 and contributions for improvements managed through the Legacy Transport Group. Refer to Wayfinding Conditions.	
45	Traffic, Transport and Access	PD24	Cycling - Potential for development to generate additional cycling trips requiring both improved network provision, cycle parking and facilities	Cycle parking provided in excess of London Plan standards. Offsite junction improvements to promote sustainable modes. To be dealt within in Reserved Matters once detailed design is known. Also refer to Cycle Parking Provision Conditions.	
46	Traffic, Transport and Access	PD24	Walking - Potential for the development to generate additional walking trips including journeys between public transport nodes. Good connectivity provided maintaining and enhancing the network provided through Legacy Transformation.	Enhanced walking network provided through park enabled by new development. Upgrades to offsite walking and cycling routes (to improve connectivity to stations and externally) as specified in S106 and contributions for improvements managed through the Legacy Transport Group. Refer to Wayfinding Conditions.	
47	Traffic, Transport and Access	PD25	Cycling - Potential for development to generate additional cycling trips requiring both improved network provision, cycle parking and facilities	Cycle parking provided in excess of London Plan standards. Offsite junction improvements to promote sustainable modes. To be dealt within in Reserved Matters once detailed design is known. Also refer to Cycle Parking Provision Conditions.	
48	Traffic, Transport and Access	PD25	Walking - Potential for the development to generate additional walking trips including journeys between public transport nodes. Good connectivity provided maintaining and enhancing the network provided through Legacy Transformation.	Enhanced walking network provided through park enabled by new development. Upgrades to offsite walking and cycling routes (to improve connectivity to stations and externally) as specified in S106 and contributions for improvements managed through the Legacy Transport Group. Refer to Wayfinding Conditions.	
49	Traffic, Transport and Access	PD26	Cycling - Potential for development to generate additional cycling trips requiring both improved network provision, cycle parking and facilities	Cycle parking provided in excess of London Plan standards. Offsite junction improvements to promote sustainable modes. To be dealt within in Reserved Matters once detailed design is known. Also refer to Cycle Parking Provision Conditions.	
50	Traffic, Transport and Access	PD26	Walking - Potential for the development to generate additional walking trips including journeys between public transport nodes. Good connectivity provided maintaining and enhancing the network provided through Legacy Transformation.	Enhanced walking network provided through park enabled by new development. Upgrades to offsite walking and cycling routes (to improve connectivity to stations and externally) as specified in S106 and contributions for improvements managed through the Legacy Transport Group. Refer to Wayfinding Conditions.	
51	Traffic, Transport and Access	PD28	Cycling - Potential for development to generate additional cycling trips requiring both improved network provision, cycle parking and facilities	Offsite junction improvements to promote sustainable modes. To be dealt within in Reserved Matters once detailed design is known. Also refer to Cycle Parking Provision Conditions.	
52	Traffic, Transport and Access	PD28	Walking - Potential for the development to generate additional walking trips including journeys between public transport nodes. Good connectivity provided maintaining and enhancing the network provided through Legacy Transformation.	Enhanced walking network provided through park enabled by new development. Upgrades to offsite walking and cycling routes (to improve connectivity to stations and externally) as specified in S106 and contributions for improvements managed through the Legacy Transport Group. Refer to Wayfinding Conditions.	
53	Traffic, Transport and Access	PD212	Cycling - Potential for development to generate additional cycling trips requiring both improved network provision, cycle parking and facilities	Cycle parking provided in excess of London Plan standards. Offsite junction improvements to promote sustainable modes. To be dealt within in Reserved Matters once detailed design is known. Refer to Cycle Parking Provision Conditions.	
54	Traffic, Transport and Access	PD212	Walking - Potential for the development to generate additional walking trips including journeys between public transport nodes. Good connectivity provided maintaining and enhancing the network provided through Legacy Transformation.	Enhanced walking network provided through park enabled by new development. Upgrades to offsite walking and cycling routes (to improve connectivity to stations and externally) as specified in S106 and contributions for improvements managed through the Legacy Transport Group. Refer to Wayfinding Conditions.	
55	Air Quality & Greenhouse Gases (GHG)	Site Wide	Impact of construction dust and PM10 on existing and proposed sensitive receptors	Mitigation measures will be implemented and enforced through a Code of Construction Practice. Refer to Construction Conditions, in particular construction dust and Code of Construction Practice.	
56	Air Quality & GHG	PD21	Introduction of new exposure to NO2 as a result of construction of new sensitive receptors, e.g. residential properties, schools, health centres etc.	Consideration should be given to maximising the distance of these sensitive receptors from nearby roads e.g. by setting properties back from the road or positioning non-sensitive uses (e.g. shops) at these locations. Following such measures, consideration could be given to the installation of mechanical ventilation to these properties should air quality objectives still be likely to be exceeded when the units are first occupied. These issues will be considered in the detailed design and reserved matters applications. Also refer to Air Quality Condition.	
57	Air Quality & GHG	PD24	Introduction of new exposure to NO2 as a result of construction of new sensitive receptors, e.g. residential properties, schools, health centres etc.	Consideration should be given to maximising the distance of these sensitive receptors from nearby roads e.g. by setting properties back from the road or positioning non-sensitive uses (e.g. shops) at these locations. Following such measures, consideration could be given to the installation of mechanical ventilation to these properties should air quality objectives still be likely to be exceeded when the units are first occupied. These issues will be considered in the detailed design and reserved matters applications. Also refer to Air Quality Condition.	
58	Air Quality & GHG	PD26	Introduction of new exposure to NO2 as a result of construction of new sensitive receptors, e.g. residential properties, schools, health centres etc.	Consideration should be given to maximising the distance of these sensitive receptors from nearby roads e.g. by setting properties back from the road or positioning non-sensitive uses (e.g. shops) at these locations. Following such measures, consideration could be given to the installation of mechanical ventilation to these properties should air quality objectives still be likely to be exceeded when the units are first occupied. These issues will be carried forward to detailed design and reserved matters applications. Also refer to Air Quality Condition.	
59	Noise and Vibration	Site Wide	Construction noise and vibration on existing noise sensitive receptors (NSRs), also potential effects on proposed NSRs during the latter construction phases	Section 61 agreement, follow guidance in B55228. Refer to Construction Noise and Vibration Conditions.	
60	Noise and Vibration	Site Wide	Noise from new fixed plant	Noise limits will be set to achieve zero rating based on best practice guidance. The noise limits will be achieved via careful design, plant selection, and if necessary enclosures, attenuators, silencers and acoustic louvers. Refer to Operational Noise and Extract Systems Conditions.	Should specific guidance be referenced here, or at least "best practice guidance".

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
61	Noise and Vibration	PDZ1	Noise affecting new residential development - NEC A ,NEC B and NEC C	Noise mitigation will be required at residential properties in Noise Exposure Category C (NEC C) and Noise Exposure Category (NEC B) in the proposed development areas. Noise mitigation can be achieved through layout and design of the properties, acoustic noise barrier or bund, acoustic glazing and ventilation. Also refer to Internal Noise Levels Condition.	
62	Noise and Vibration	PDZ2	Noise affecting new residential development - NEC A ,NEC B and NEC C	Noise mitigation will be required at residential properties in NEC C and NEC B in the proposed development areas. Noise mitigation can be achieved through layout and design of the properties, acoustic noise barrier or bund, acoustic glazing and ventilation. Also refer to Internal Noise Levels Condition.	
63	Noise and Vibration	PDZ4	Noise affecting new residential development - NEC A ,NEC B and NEC C	Noise mitigation will be required at residential properties in NEC C and NEC B in the proposed development areas. Noise mitigation can be achieved through layout and design of the properties, acoustic noise barrier or bund, acoustic glazing and ventilation. Also refer to Internal Noise Levels Condition.	
64	Noise and Vibration	PDZ4	Noise affecting proposed school	Generic mitigation has been recommended; building design, acoustic ventilation & glazing, and barriers. To be dealt with in Reserved Matters once detailed design details are known.	
65	Noise and Vibration	PDZ5	Noise affecting new residential development - NEC A ,NEC B and NEC C	Noise mitigation will be required at residential properties in NEC C and NEC B in the proposed development areas. Noise mitigation can be achieved through layout and design of the properties, acoustic noise barrier or bund, acoustic glazing and ventilation. Also refer to Internal Noise Levels Condition.	
66	Noise and Vibration	PDZ5	Noise affecting proposed school	Generic mitigation has been recommended; building design, acoustic ventilation & glazing, and barriers. To be dealt with in Reserved Matters once detailed design details are known.	
67	Noise and Vibration	PDZ6	Noise affecting new residential development - NEC A ,NEC B and NEC C	Noise mitigation will be required at residential properties in NEC C and NEC B in the proposed development areas. Noise mitigation can be achieved through layout and design of the properties, acoustic noise barrier or bund, acoustic glazing and ventilation. Also refer to Internal Noise Levels Condition.	
68	Noise and Vibration	PDZ8	Noise affecting new residential development - NEC A ,NEC B and NEC C	Noise mitigation will be required at residential properties in NEC C and NEC B in the proposed development areas. Noise mitigation can be achieved through layout and design of the properties, acoustic noise barrier or bund, acoustic glazing and ventilation. Also refer to Internal Noise Levels Condition.	
69	Noise and Vibration	PDZ12	Noise affecting new residential development - NEC A ,NEC B and NEC C	Noise mitigation will be required at residential properties in NEC C and NEC B in the proposed development areas. Noise mitigation can be achieved through layout and design of the properties, acoustic noise barrier or bund, acoustic glazing and ventilation. Also refer to Internal Noise Levels Condition.	
70	Noise and Vibration	PDZ12	Noise affecting proposed school	Generic mitigation has been recommended; building design, acoustic ventilation & glazing, and barriers. To be dealt with in Reserved Matters once detailed design details are known.	
71	Noise and Vibration	Site Wide	General Construction Impacts	The responsibility for seeking final approval for noise control should lie with the contractor, with final approval itself resting with the Environmental Health Officer, which should be established prior to the commencement of works. Refer to Construction Noise and Vibration Conditions.	
72	Noise and Vibration	Site Wide	General Construction Impacts	British Standard 5228 gives detailed advice on methods for minimising nuisance from construction noise. This can take the form of a reduction in the source's noise level, control of noise spread and, in areas of very high noise levels, insulation at receptors. In order to comply with specified noise criteria, it will be a requirement of any construction contract that the contractors comply with the recommendations in BS 5228.	
73	Noise and Vibration	Site Wide	General Construction Impacts	Adherence to Code of Construction Practice. Refer to Construction Conditions, in particular Code of Construction Practice.	
74	Noise and Vibration	Site Wide	General Construction Impacts	Adherence to the codes of practice for construction working and piling in British Standard 5228:2009 and the guidance given therein minimising noise emissions from the site. Refer to Construction Noise and Vibration Conditions.	
75	Noise and Vibration	Site Wide	General Construction Impacts	Proper use of plant with respect to minimising noise emissions and regular maintenance. All vehicles and mechanical plant used for the purpose of the works would be fitted with effective exhaust silencers and would be maintained in good efficient working order. Refer to Construction Conditions, in particular Code of Construction Practice.	
76	Noise and Vibration	Site Wide	General Construction Impacts	Use of electrical items of plant instead of diesel plant, especially in sensitive locations. Refer to Construction Conditions, in particular Code of Construction Practice.	
77	Noise and Vibration	Site Wide	General Construction Impacts	Selection of inherently quiet plant where appropriate. All major compressors would be 'sound-reduced' models fitted with properly lined and sealed acoustic covers which would be kept closed whenever the machines are in use and all ancillary pneumatic percussive tools would be fitted with mufflers or silencers of the type recommended by the manufacturers. Refer to Construction Conditions, in particular Code of Construction Practice	
78	Noise and Vibration	Site Wide	General Construction Impacts	Machines in intermittent use would be shut down in the intervening periods between work or throttled down to a minimum. Refer to Construction Conditions, in particular Code of Construction Practice	
79	Noise and Vibration	Site Wide	General Construction Impacts	All ancillary plant such as generators, compressors and pumps would be positioned so as to cause minimum noise disturbance. If necessary, acoustic barriers or enclosures would be provided. A well constructed 3 m high barrier of 10 mm softwood can reduce noise levels by 5 – 10 dB. Refer to Construction Conditions, in particular Code of Construction Practice	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
80	Noise and Vibration	Site Wide	General Construction Impacts	Loading/unloading sites to be located away from residential properties and shielded from those properties where practicable. Refer to Construction Conditions, in particular Code of Construction Practice	
81	Noise and Vibration	Site Wide	General Construction Impacts	Ensure that modern plant is used, complying with the current EC noise emission requirements. Refer to Construction Conditions, in particular Code of Construction Practice	
82	Noise and Vibration	Site Wide	General Construction Impacts	Arrange the site operations and vehicle routes to minimise the need for reversing movements. Refer to Construction Conditions, in particular Code of Construction Practice	
83	Noise and Vibration	Site Wide	General Construction Impacts	No employees, subcontractors and persons employed on the site must cause unnecessary noise from their activities e.g. excessive 'revving' of vehicle engines, music from radios, shouting and general noise behaviour. Refer to Construction Conditions, in particular Code of Construction Practice	
84	Noise and Vibration	Site Wide	General Construction Impacts	Night-time work should be kept to an absolute minimum and the normal working day to be used whenever possible. Refer to Hours of Work Condition.	
85	Noise and Vibration	Site Wide	General Construction Impacts	In general, good public relations and extensive consultations with local authorities will be essential to help minimise the effect of construction work. In particular, local residents will need to be advised that any higher levels of noise will only be for a short period of time and that publicised works schedules will be adhered to. Also, careful consideration should be given to residents in adjoining properties or the immediate locality; if there is any change to the construction programme, this should be publicised through direct consultation with the local residents. Moreover, as it is likely the LCS will be built in phases, the properties built in the earlier phases will become Noise Sensitive Receptors (NSRs) during the latter phases of the construction programme. This suggests that detailed management of adverse noise and vibration effects will be best achieved through Section 61 prior approval agreements for each phase of the development of the scheme. Refer to Construction Conditions, in particular Code of Construction Practice. Refer to Site Wide Estate Management Strategy Condition.	
86	Noise and Vibration	Site Wide	General Construction Impacts	A dedicated contact number will be provided for local residents to phone should they have any queries or complaints. A log must be kept of all complaints, along with the actions taken to resolve these. Refer to Construction Conditions, in particular Code of Construction Practice	Should be a commitment rather than a recommendation
87	Noise and Vibration	Site Wide	General Construction Impacts	A Construction Environmental Management Plan (CEMP) is to be prepared and put in place to ensure best practicable means are adopted with regards to each phase of the construction programme. The CEMP will highlight when the potentially noisy activities are likely to take place and the appropriate mitigation measures that will be undertaken to minimise noise effects and will cover all elements of the construction related noise and vibration activity associated with the development. This will therefore, in accordance with best practice, ensure that any potential noise effects relating to construction activities are minimised. Refer to Construction Conditions, in particular Code of Construction Practice	
88	Noise and Vibration	Site Wide	General Construction Impacts	To minimise construction traffic effects, the arrival of delivery construction vehicles could be co-ordinated to prevent parking or queuing on local streets while awaiting access to the site. Early morning deliveries should be avoided if possible. Vehicle movements on site and during construction activities should be managed to avoid excessive reversing movements and associate vehicle alarms whenever possible, by optimising the site layout and working methodologies. Refer to Construction Conditions, in particular Code of Construction Practice and Construction Site Parking	
89	Noise and Vibration	Site Wide	General Construction Impacts	The precise timings of construction traffic and associated activities are not yet known. It is likely that predicted vehicle movements during construction will be within four categories: - On-site movement associated with the bulk earthworks 'out and fill operations' - Off-site deliveries of bulk materials - Off-site deliveries of building components - usually greater at the later stages of the project where deliveries are expected to increase in frequency but decrease in load size. - Traffic flow from site personnel including miscellaneous deliveries. This is expected to reach a peak as the main finishing works are being undertaken. Refer to Construction Conditions, in particular Code of Construction Practice	
90	Noise and Vibration	Site Wide	General Construction Impacts	The Code of Construction Practice for the LCS will consider the management of construction traffic. Recommended mitigation measures could include the following: - Scheduling of large/long deliveries to least noise sensitive times of the day. - Time slots for bulk deliveries to ensure that convoys of vehicles do not arrive simultaneously. - Provision for remote holding areas where vehicles can park to await clearance of any blockages or delays at the site. - strict control to prevent temporary parking on kerbside in the vicinity of NSRs nearby the development site. - The use of sufficient clear signage to ensure that construction vehicles use only designated routes. Refer to Construction Conditions, in particular Code of Construction Practice	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
91	Townscape and Visual Amenity	Site Wide	2031 Effects on Physical Landscape - North QEOP Site Specific Landscape Effects relating to loss of open space	To mitigate physical landscape impacts, the planning, implementing and maintaining of an appropriate landscaping program for each of the Planning Delivery Zone (PDZ) sites will ensure any adverse effects within the PDZ's are minimized. This would typically include the restoration or creation of open spaces or areas of ecological interest and the planting of native vegetation and specimen trees. Landscape proposals for the PDZ's should consider the approach and guidance put forward by the LCS Green Infrastructure Strategy and the Olympic Park and LCS Biodiversity Action Plan (BAP). Refer to Zonal Masterplan Condition and Biodiversity, Habitat, Open Space and Landscaping Conditions.	
92	Townscape and Visual Amenity	Site Wide	2021 and 2031 Effects on Visual Receptors (Areas) - Receptor area 43 near Stratford High Street	To minimise adverse effects, mitigation focuses on the careful siting and sensitive detailing of the proposed buildings, structures and open space through iterative design process. Refer to Zonal Masterplan Condition	
93	Townscape and Visual Amenity	Site Wide	2021 Effects on Visual Receptors (Areas within the Park) - P2 (Velodrome & VeloPark) and P5 (The Aquatics Centre).	To minimise adverse effects, mitigation focuses on the careful siting and sensitive detailing of the proposed buildings, structures and open space through iterative design process. Refer to Zonal Masterplan Condition	
94	Townscape and Visual Amenity	Site Wide	2031 Effects on Visual Receptors (Areas within the Park) - P2 (Velodrome & VeloPark), P6 (South Parklands including Stadium Island) and P5 (The Aquatics Centre)	To minimise adverse effects, mitigation focuses on the careful siting and sensitive detailing of the proposed buildings, structures and open space through iterative design process. Refer to Zonal Masterplan Condition	
95	Townscape and Visual Amenity	Site Wide	General Construction Impacts	To minimise adverse effects, mitigation focuses on the careful siting and sensitive detailing of the proposed buildings, structures and open space through iterative design process and Zonal Masterplans. Mitigation measures adopted during the construction phases will help reduce some of the effects experienced by those sensitive townscape and visual receptors within close proximity to the LCS development and will ensure that landscape features and elements are properly protected during these phases. Visual intrusion during the construction phase should be minimized by proper site fencing and housekeeping within the site. General landscape and Visual mitigation measures at the construction phases of the LCS should also involve the following measures: - Erect hoardings to mask construction sites and activities at street/ground level. - Preserve and protect existing vegetation and planting where possible. - Protection of important landscape elements such as mature planting and areas of open parkland where possible - Protection of areas of ecological interest wherever possible; - Enforce compliance with building standards and avoid unnecessary damage to landscape elements during the construction phases; - Sensitive siting of construction compound areas and construction access away from residential properties to reduce the impact of the immediate views or residential properties. - Siting of on-site storage of construction materials, plant and machinery, waste materials, equipment and temporary structures to reduce the loss of landscape elements and features. Refer to Construction Conditions	
96	Archaeology and Cultural Heritage	PDZ1	Impacts on buried archaeological remains (where they survive and are affected. Worst-case scenario presented)	Evaluation excavation and archaeological watching brief. Refer to Archaeology Conditions.	
97	Archaeology and Cultural Heritage	PDZ2	Impacts on buried archaeological remains (where they survive and are affected. Worst-case scenario presented)	Archaeological watching brief. Refer to Archaeology Conditions.	
98	Archaeology and Cultural Heritage	PDZ4	Impacts on buried archaeological remains (where they survive and are affected. Worst-case scenario presented)	Archaeological watching brief. Refer to Archaeology Conditions.	
99	Archaeology and Cultural Heritage	PDZ5	Impacts on buried archaeological remains (where they survive and are affected. Worst-case scenario presented)	Archaeological watching brief. Refer to Archaeology Conditions.	
100	Archaeology and Cultural Heritage	PDZ6	Impacts on buried archaeological remains (where they survive and are affected. Worst-case scenario presented)	Archaeological watching brief. Refer to Archaeology Conditions.	
101	Archaeology and Cultural Heritage	PDZ8	Impacts on buried archaeological remains (where they survive and are affected. Worst-case scenario presented)	Evaluation excavation and archaeological watching brief. Refer to Archaeology Conditions.	
102	Archaeology and Cultural Heritage	PDZ12	Impacts on buried archaeological remains (where they survive and are affected. Worst-case scenario presented)	Evaluation excavation and archaeological watching brief. Refer to Archaeology Conditions.	
103	Ecology and Biodiversity	Site Wide	Black Redstart (Regional) Disturbance in the area on the banks of the Waterworks River and surrounding The Aquatics Centre in PDZ1 (DP1.1b and 1.2)	Site hoardings, Pre-construction surveys and if present, monitoring during the breeding bird season throughout the construction period additional mitigation measures such as screening and (or cessation of works should black redstart be breeding) will be introduced to prevent disturbance within the breeding habitat, provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs. Overarching Ecological Management Plan (EMP). Refer to Code of Construction Practice Condition	
104	Ecology and Biodiversity	DP 1.1a and PDZ6	Black Redstart (Regional) Direct mortality to black redstart that may breed in the construction areas foraging in the area surrounding the Cycle Track which would be a legislative offence	Site hoardings, Pre-construction surveys and if present, monitoring during the breeding bird season throughout the construction period additional mitigation measures such as screening and (or cessation of works should black redstart be breeding) will be introduced to prevent disturbance within the breeding habitat, provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs. Overarching EMP. Refer to Code of Construction Practice Condition	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
105	Ecology and Biodiversity	Site Wide DP1.1a, DP1.1b and DP1.2	Other Bird Assemblages (District) Disturbance on Waterworks River and surrounding the Aquatic Centre	Site hoardings, if present, monitoring during the breeding bird season throughout the construction period additional mitigation measures such as screening will be introduced within the areas of breeding habitat. Refer to Code of Construction Practice Condition	
106	Ecology and Biodiversity	Site Wide	Other Bird Assemblages (District) Direct mortality to other bird species that may breed in the construction areas.	Site hoardings, if present, monitoring during the breeding bird season throughout the construction period additional mitigation measures such as screening will be introduced within the areas of breeding habitat. Refer to Code of Construction Practice Condition	
107	Ecology and Biodiversity	6	Other Bird Assemblages (District) Disturbance to foraging and breeding birds within the North Park and in the area surrounding the Cycle Track	Site hoardings, if present, monitoring throughout the construction period additional mitigation measures such as screening and (or cessation of works should black redstart be breeding) will be introduced to reduce disturbance to foraging. Refer to Code of Construction Practice Condition	
108	Ecology and Biodiversity	Site Wide	Breeding Birds (District) Disturbance on the western bank of the River Lea, Old River Lea DPs 5.1, 4.2, 4.3, 4.4, 4.7 and along the eastern bank Waterworks River either side of The Aquatics Centre (PDZ 1)	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Pre-construction surveys and monitoring required before habitat removal. Refer to Code of Construction Practice Condition and BAP (Biodiversity Action Plan) Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
109	Ecology and Biodiversity	Site Wide	Breeding Birds (District) Disturbance on the eastern bank of the River Lea Navigation adjacent to the northern portion of DPs 4.5 and 4.7	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Pre-construction surveys and monitoring required before habitat removal. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
110	Ecology and Biodiversity	Site Wide	Breeding Birds (District) Direct mortality within construction zone	Site hoardings, pre-construction surveys and monitoring during the breeding bird season throughout the construction period additional mitigation measures such as screening and or cessation of works will be introduced to prevent mortality within the breeding habitat. Refer to Code of Construction Practice Condition	
111	Ecology and Biodiversity	Site Wide	Breeding Birds (District) Disturbance by pets and people particularly along the areas within the North Park either side of the River Lea, adjacent to the west bank of the Old River Lea, the eastern bank of the Waterworks River and the eastern bank of the City Mill River	Provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs and on strategic street trees. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of breeding birds, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to BAP Condition and Green Infrastructure BAP and Publicly Accessible Open Space Obligation	
112	Ecology and Biodiversity	Site Wide	Breeding Birds (District) Habitat loss on the western bank of the River Lea, Old River Lea DPs 5.1, 4.2, 4.3, 4.4, 4.7 and 4.6.	Provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs and on strategic street trees. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of breeding birds, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to BAP Condition and Green Infrastructure BAP and Publicly Accessible Open Space Obligation	
113	Ecology and Biodiversity	Site Wide	Breeding Birds (District) Habitat loss on the western bank of the River Lea, Old River Lea DPs 5.1, 4.2, 4.3, 4.4, 4.7 and 4.6.	Replacement of habitat to be installed immediately after vegetation removal to insure continuous cover for fauna. Potential provision of habitat on the biodiversity roofs and strategic street trees. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
114	Ecology and Biodiversity	DP1.1a, DP1.1b	Breeding Birds (District) Disturbance along the Waterworks River particularly the reed beds along the eastern bank if the river	Provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs and on strategic street trees. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of breeding birds, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
115	Ecology and Biodiversity	2.1	Breeding Birds (District) Disturbance tree and scrub nesting birds on and adjacent of the City Mill River, River Lea	Site hoardings, pre-construction surveys, if present, monitoring throughout the construction period additional mitigation measures such as screening will be introduced to reduce disturbance to foraging. Refer to Code of Construction Practice Condition	
116	Ecology and Biodiversity	2.1	Breeding Birds (District) Direct mortality to tree and scrub nesting birds adjacent of the City Mill River, River Lea	Site hoardings, pre-construction surveys, if present, monitoring during the breeding bird season throughout the construction period additional mitigation measures such as screening will be introduced to reduce disturbance within the breeding habitat. Refer to Code of Construction Practice Condition	
117	Ecology and Biodiversity	2.1	Breeding Birds (District) Disturbance to foraging and breeding birds along the eastern bank of the City Mill River	Provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs and on strategic street trees. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of breeding birds, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
118	Ecology and Biodiversity	4.2	Breeding Birds (District) Habitat loss of Trees and Scrub adjacent to River Lea	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Also, potential provision of habitat on the biodiversity roofs and strategic street trees. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
119	Ecology and Biodiversity	4.5 (North)	Breeding Birds (District) Disturbance to nesting birds adjacent to the Lea Navigation	Site hoardings, pre-construction survey and if present monitoring during the breeding bird season throughout the construction period, additional mitigation measures such as screening will be introduced to reduce disturbance within the breeding habitat. Refer to Code of Construction Practice Condition	
120	Ecology and Biodiversity	4, 5.1, 5.3, 5.10	Breeding Birds (District) Disturbance along the Old River Lea on the western bank and the River Lea Navigation on the eastern bank	Provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs and on strategic street trees. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of breeding birds, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
121	Ecology and Biodiversity	5.6, 5.7 & 5.8	Breeding Birds (District) Disturbance to foraging and breeding birds within the North Park	Site hoardings, pre-construction surveys, if present, monitoring throughout the construction period additional mitigation measures such as screening and (or cessation of works should black restart be breeding) will be introduced to reduce disturbance to foraging. Refer to Code of Construction Practice Condition	
122	Ecology and Biodiversity	5.1	Breeding Birds (District) Habitat Loss Disturbance along the River Lea	Provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs and on strategic street trees. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of breeding birds, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
123	Ecology and Biodiversity	5.6, 5.7 and 5.8	Breeding Birds (District) Disturbance to foraging and nesting birds along the North Park western bank habitats	Provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs and on strategic street trees. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of breeding birds, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
124	Ecology and Biodiversity	6	Breeding Birds (District) Disturbance along the River Lea within the North park and the North and South Marshes and the surrounding wet woodland and other areas of Trees and Scrub	Provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs and on strategic street trees. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of breeding birds, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
125	Ecology and Biodiversity	8.1	Breeding Birds (District) Disturbance to foraging and breeding birds on and adjacent to the Waterworks River western bank.	Site hoardings, monitoring throughout the construction period additional mitigation measures such as screening and or cessation of works will be introduced to reduce disturbance to foraging. Refer to Code of Construction Practice Condition.	
126	Ecology and Biodiversity	8.1	Breeding Birds (District) Disturbance and degradation to foraging and breeding birds on and adjacent to the Waterworks River western bank.	Provision within the application site of alternative nesting and foraging habitats on the potential biodiversity roofs and on strategic street trees. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of breeding birds, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
127	Ecology and Biodiversity	Site Wide	Otter (Local) Disturbance effect on foraging from PDZs 4.2, 4.3, 5.1, 4.6 and 4.7 may affect otter in the unlikely event that otter may be using the artificial holts built in the North and South area and at the H17 bridge on the Old River Lea.	Site hoardings, pre-construction surveys and monitoring additional screening and exclusion buffers if required. Pre-construction surveys and monitoring additional screening and exclusion buffers if required. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	

Reference	Environmental EA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
128	Ecology and Biodiversity	Site Wide	Otter (Regional) Disturbance effect from resting in holt would also be an offence under the WCA 1981, as amended and the Habitats Regulations 2010	Site hoardings, pre-construction surveys and monitoring and monitoring additional screening and exclusion buffers if required will prevent any disturbance of an occupied holt. Pre-construction surveys and monitoring will prevent any disturbance of an occupied holt, exclusion buffers and/or an EPS licenses if required. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to BAP Condition and Green Infrastructure BAP and Publicly Accessible Open Space Obligation	
129	Ecology and Biodiversity	4.2, 4.3, 4.5(north), 4.5 (south), 4.6 (north)	Otter (Local) Disturbance resulting in abandonment of commuting and foraging habitat	Site hoardings, pre-construction surveys, if present, monitoring throughout the construction period additional mitigation measures such as screening and or cessation of works will be introduced to reduce disturbance to foraging. Refer to Code of Construction Practice Condition	
130	Ecology and Biodiversity	4.2, 4.3, 4.5 (north), 4.5 (south), 4.6 (south)	Otter (Regional) Disturbance resulting in abandonment resting habitat which would constitute and legislative offence	Site hoardings, pre-construction surveys, if present, monitoring throughout the construction period additional mitigation measures such as screening and (or cessation of works should otter resting or breeding) will be introduced to reduce disturbance to foraging. Refer to Code of Construction Practice Condition	
131	Ecology and Biodiversity	4.6 (South)	Otter (Regional) Breeding / Resting Disturbance effect from resting in holt built at the H17 bridge on the Old River Lea, would also be an offence under the WCA 1981, as amended and the	Site hoardings, pre-construction surveys and monitoring and monitoring additional screening and exclusion buffers if required will prevent any disturbance of an occupied holt. Refer to CoCP	
132	Ecology and Biodiversity	4, 5.1, 5.6, 5.7 and 5.8	Otter (Local) Disturbance along the River Lea and the Old River Lea on the western bank	Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
133	Ecology and Biodiversity	4	Otter (Regional) Disturbance if occupied of the artificial holt near H17 bridge which would also be a legislative offence	Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
134	Ecology and Biodiversity	6	Otter (Local) Disturbance along the River Lea within the North park and the North and South Marshes and the surrounding wet woodland and other areas of Trees and Scrub	Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
135	Ecology and Biodiversity	6	Otter (Regional) Disturbance if occupied of the artificial holt near North and South marshes which would also be a legislative offence	Monitoring surveys, Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
136	Ecology and Biodiversity	Site Wide	Species Rich Grasslands (SRG) (Local) Disturbance	Site hoardings, replacement habitat to be installed prior to vegetation removal reducing the duration of disturbance but highlight the need for pre clearance reptile surveys and potential mitigation in this area. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
137	Ecology and Biodiversity	Site Wide	SRG (Local) Habitat loss 3.73 ha in DPZs 2.1,4,2,5,6,5,7,5,8 and 8.1	Replacement of habitat within the application boundary and throughout the Park. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
138	Ecology and Biodiversity	Site Wide	SRG (Local) Habitat loss along the eastern bank of the River Lea Navigation and the eastern bank of the City Mill River (southern half of DP 4.6, 2.1 and 8.1)	Replacement of habitat to be alongside vegetation removal. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
139	Ecology and Biodiversity	2.1	SRG (Local) Habitat Loss 0.04 ha along the corridor of the eastern bank of City Mill River	Site hoardings, replacement of habitat within the application boundary and throughout the Park. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
140	Ecology and Biodiversity	4.2	SRG (Local) Disturbance	Site hoardings, replacement habitat to be installed prior to vegetation removal reducing the duration of disturbance. NB there is a need for pre clearance reptile surveys and potential mitigation in this area. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
141	Ecology and Biodiversity	4.2	SRG (Local) Habitat Loss 0.06	Site hoardings, replacement habitat to be installed prior to vegetation removal within the application boundary and throughout the Park. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
142	Ecology and Biodiversity	5.6, 5.7 & 5.8	SRG (Local) Habitat Loss of 3.22 ha of SRG in the western area of North Park	Site hoardings, replacement of habitat within the application boundary and throughout the Park. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
143	Ecology and Biodiversity	5.6, 5.7 & 5.8	SRG (Local) Disturbance of 3.22 ha of SRG in the western area of North Park and the habitat immediately adjacent	Site hoardings, replacement habitat to be installed prior to vegetation removal where possible reducing the duration of disturbance but highlight the need for pre clearance reptile surveys and potential mitigation in this area. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
144	Ecology and Biodiversity	5.1	SRG (Local) Habitat Loss 0.02ha	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
145	Ecology and Biodiversity	5.3	SRG (Local) Habitat Loss 0.01 SRG	Site hoardings, replacement habitat to be installed prior to vegetation removal within the application boundary and throughout the Park. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
146	Ecology and Biodiversity	5.10	SRG (Local) Habitat Loss 0.12 SRG	Site hoardings, replacement habitat to be installed prior to vegetation removal within the application boundary and throughout the Park. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
147	Ecology and Biodiversity	8.1	SRG (Local) Habitat loss of 0.28 ha of SRG adjacent to the Greenway and allotments	Site hoardings, replacement of habitat within the application boundary and throughout the Park particularly on the biodiversity roofs and SuDS. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
148	Ecology and Biodiversity	Site Wide	Reptiles (Local) Disturbance along the eastern bank of the River Lea Navigation (DP 4.5 and DP 4.6 and DP 4.7)	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
149	Ecology and Biodiversity	Site Wide	Reptiles (Local) Habitat loss and disturbance within the North Park along the eastern bank of the River Lea Navigation, the banks of the Old River Lea and the City Mill River	Provision of alternative high quality recreational habitats, provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of reptiles, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
150	Ecology and Biodiversity	Site Wide	Reptiles (Local) Habitat loss of corridor along the eastern bank of the River Lea Navigation (northern half of DP 4.5, northern half of DP 4.6 and DP 4.7) and the eastern bank of the City Mill River (southern half of DP 4.6, 2.1 and 8.1).	Replacement of habitat to be installed prior to vegetation removal. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
151	Ecology and Biodiversity	Site Wide	Reptiles (Local) Disturbance within the North Park along the eastern bank of the River Lea Navigation, the banks of the Old River Lea and the City Mill River	Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of reptiles, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
152	Ecology and Biodiversity	Site Wide	Reptiles (Local) Direct mortality along the eastern bank of the River Lea Navigation (DP 4.5 and DP 4.6 and DP 4.7)	Site hoardings, reptile mitigation as highlighted within the CoCP. Refer to Construction Conditions, in particular Code of Construction Practice.	
153	Ecology and Biodiversity	2.1, 5.1	Reptiles (Local) Disturbance along the eastern bank of the City Mill River and River Lea Navigation	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Ensuring that a strip of habitat is retained or created to ensure connectivity to the Greenway. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
154	Ecology and Biodiversity	2.1	Reptiles (Local) Direct Mortality along the eastern bank of the City Mill River which would be a legislative offence	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Habitat management as outlined in the code of construction. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
155	Ecology and Biodiversity	4.5 (North) 4.5 (south)	Reptiles (Local) Fragmentation along the eastern bank of the River Lea Navigation.	Replacement of habitat to be installed prior to vegetation removal. Habitat management as outlined in the code of construction. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
156	Ecology and Biodiversity	4, 5.1, 5.63, 5.10	Reptiles (Local) Disturbance leading to degradation of habitat within the banks of the Old River Lea and the River Lea navigation	Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of reptiles, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
157	Ecology and Biodiversity	5.8, 5.10	Reptiles (Local)	Site hoardings. Refer to Code of Construction Practice Condition	
158	Ecology and Biodiversity	5.6, 5.7 & 5.8	Reptiles (Local) Disturbance in the western area of North Park	Site hoardings, replacement of habitat within the Park. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
159	Ecology and Biodiversity	5.6, 5.7 & 5.8	Reptiles (Local) Direct Mortality along the eastern bank of the River Lea Navigation which would be a legislative offence	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Habitat management as outlined in the code of construction. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
160	Ecology and Biodiversity	5.6, 5.7, 5.8 and 6	Reptiles (Local) Disturbance leading to degradation of habitat within the North Park	Provision of alternative high quality recreational habitats, provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of reptiles, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
161	Ecology and Biodiversity	8.1	Reptiles (Local) Disturbance of 0.23 ha of SRG adjacent to the Greenway and allotments	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Ensuring that a strip of habitat is retained or created to ensure connectivity to the allotments. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
162	Ecology and Biodiversity	8.1	Reptiles (Local) Fragmentation of 0.23 ha of SRG adjacent to the Greenway and allotments	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Ensuring that a strip of habitat is retained or created to ensure connectivity to the allotments. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
163	Ecology and Biodiversity	8.1	Reptiles (Local) Disturbance and degradation of habitat on the Western bank of the Waterworks River and allotments	Provision of alternative high quality recreational habitats, provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets in the case of reptiles, facilities for disposal of rubbish. Overarching EMP. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
164	Ecology and Biodiversity	Site Wide	Water Vole (District) Disturbance effect foraging and resting water voles around the offline water body adjacent to the western bank of the Old River Lea (DP 4.6)	Site hoardings, pre-construction surveys and monitoring, additional screening and exclusion buffers if required will prevent any disturbance. Refer to Code of Construction Practice Condition	
165	Ecology and Biodiversity	Site Wide	Water Vole (District) Disturbance effect foraging and resting water voles around the offline water bodies within the North and South Marsh and adjacent to the western bank of the Old River Lea (DP 4.6)	Pre-construction surveys and monitoring, additional screening, exclusion buffers if required. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
166	Ecology and Biodiversity	4	Water Vole (District) Disturbance if occupied of the offline pond on the western bank of the Old River Lea	Pre-construction surveys and monitoring, additional screening, exclusion buffers if required. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
167	Ecology and Biodiversity	6	Water Vole (District) Disturbance if occupied of the offline ponds on the eastern bank of the River Lea	Pre-construction surveys and monitoring, additional screening, exclusion buffers if required. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
168	Ecology and Biodiversity	Site Wide	River Lea SMI (Regional) Disturbance potentially leading to degradation of all of the immediately surrounding habitat and some of the recreational sites due to increased public pressure by commuting and leisure pedestrians, cyclists and dog walkers and cat ownership resulting in deterioration of this habitat This deterioration may involve the spread of non-native invasive, increase in fly tipping particularly into the water bodies and erosion of vegetation	The amount of high quality alternative recreational habitat with biodiversity benefits within the application site will minimise the effect of habitats out with the Park. Park wide mitigation and management is coordinated with long term conservation objectives. Secured in S106.	
169	Ecology and Biodiversity	Site Wide	Tower Hamlets Cemetery SMI (District) Disturbance potentially leading to degradation of all of the immediately surrounding habitat and some of the recreational sites due to increased public pressure by commuting and leisure pedestrians, cyclists and dog walkers and cat ownership resulting in deterioration of this habitat This deterioration may involve the spread of non-native invasives, increase in fly tipping particularly into the water bodies and erosion of vegetation	The amount of high quality alternative recreational habitat with biodiversity benefits within the application site will minimise the effect of habitats out with the Park. Park wide mitigation and management is coordinated with long term conservation objectives. Secured in S106.	
170	Ecology and Biodiversity	Site Wide	Greenway and Old Ford Nature reserve SBI Grade 1 (District) Bow Back and Mill Mead Rivers SBI Grade 1 (District) Victoria Park Sib Grade 1 (District) Disturbance potentially leading to degradation of all of the immediately surrounding habitat and some of the recreational sites due to increased public pressure by commuting and leisure pedestrians, cyclists and dog walkers and cat ownership resulting in deterioration of this habitat This deterioration may involve the spread of non-native invasives, increase in fly tipping particularly into the water bodies and erosion of vegetation	The amount of high quality alternative recreational habitat with biodiversity benefits within the application site will minimise the effect of habitats within the Park. Mitigation in the form of an overarching site wide and zonal Ecological Management Plan (EMP) which covers planting palettes, locations/connectivity monitoring and management of the habitats in the long term will bring together the various aspects of the proposed mitigation. This EMP will be produced upon review of the pre-construction and monitoring surveys and in coordinated with long term conservation objectives. Educational material will be available throughout the Park to inform users of the sensitivities of the Park. Secured in S106.	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
171	Ecology and Biodiversity	Site Wide	Other DP BAP habitats Within the Park (Various) Degradation of habitats as previously discussed. Particularly sensitive areas will be along the River Lea west of PDZ 6 within the North Park and east of River Lea in DPs 4.2, 4.3, 5.1, 4.6 and 4.7, the banks of the Old River Lea to the east of DP 4.6.	The amount of high quality alternative recreational habitat with biodiversity benefits within the application site will minimise the effect of habitats within the Park. Mitigation in the form of an overarching Ecological Management Plan (EMP) which covers planting palettes, locations/connectivity monitoring and management of the habitats in the long term will bring together the various aspects of the proposed mitigation. This EMP will be produced upon review of the pre-construction and monitoring surveys and in liaison with stakeholders such as the LVRPA and the Lee Anglers Association to ensure that mitigation and management is coordinated with long term conservation objectives. Educational material will be available throughout the Park to inform users of the sensitivities of the Park.	
172	District	Site Wide	Habitat loss in DP2 4.3 and 5.1	Site hoardings, replacement of habitat within the application boundary and throughout the Park. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
173	Local	Site Wide	Habitat loss in DP2 4.3, 5.1, 5.10 and 5.3	Site hoardings, replacement of habitat within the application boundary and throughout the Park. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
174	Ecology and Biodiversity	Site Wide	Bats (Local) Disturbance from operational lighting along the whole of the waterways throughout the Park and in the North Park Area. Particularly sensitive areas are along the River Lea within the North Park and North and South Marsh area	Input from an ecologist into the detailed lighting design to minimise effects. Alternative roosting habitats on the potential biodiversity roofs, under bridges and on strategic street lined trees. Overarching EMP	
175	Ecology and Biodiversity	Site Wide	Fish and Eels (Local) Degradation of the habitat surface to surface water runoff carrying contaminants causing pollution, over fishing and fly tipping	Attenuation and balancing ponds including integrated Sustainable Drainage Systems (SuDS) will prevent pollution from surface water run off. Pre-construction surveys and monitoring against EA baselines, will monitor this success. Refer to Surface Water Drainage Details Condition.	
176	Ecology and Biodiversity	Site Wide	Fish and Eels (Local) Overfishing and fly tipping	Pre-construction surveys and monitoring, additional screening, exclusion buffers if required. Provision of educational material will be available throughout the Park to inform users of the sensitivities of the Park, particularly with regard to pets, dogs to be kept on leads, facilities for disposal of rubbish. Overarching EMP. Refer to Construction Conditions, in particular Code of Construction Practice.	
177	Ecology and Biodiversity	Site Wide	Trees and Scrub (District) Habitat loss 0.01 ha in DP2 4.2	Replacement of habitat within the application boundary and throughout the Park. Refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
178	Ecology and Biodiversity	Site Wide	Trees and Scrub (District) Disturbance	Site hoardings, replacement habitat to be installed prior to vegetation removal reducing the duration of disturbance but highlight the need for breeding bird pre clearance surveys and mitigation in this area. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
179	Ecology and Biodiversity	5.1	Trees and Scrub (District) Habitat Loss 0.04 ha	Site hoardings, replacement of habitat to be installed prior to vegetation removal. Refer to Code of Construction Practice Condition and BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
180	Ecology and Biodiversity	Site Wide	General Construction Impacts	CEMP to be drawn up with input from an Ecologist and implemented and monitored by an Environmental Manager, who will be responsible for the safe retention of the sensitive ecological areas. Refer to Construction Conditions, in particular Code of Construction Practice and Environmental Manager.	
181	Ecology and Biodiversity	Site Wide	General Construction Impacts	All site staff will receive a tool box talk on the various ecological sensitivities of the Proposed Development as part of their site induction. Sensitive receptors, their characteristics and mitigation requirements will be outlined. Refer to Construction Conditions, in particular Code of Construction Practice.	
182	Ecology and Biodiversity	Site Wide	General Construction Impacts	Pre-construction surveys will be undertaken for all receptors evaluated within the Biodiversity Chapter of the LCS EIA (2011), including non-native invasive species such as Japanese knotweed, Himalayan balsam and buddleia, at least one full ecological season to allow for breeding bird (March to August) and bat activity (April to September) surveys to confirm precautionary assessments within the EcIA and to prevent direct mortality.	
183	Ecology and Biodiversity	Site Wide	General Construction Impacts	An Environmental Manager will be present throughout the construction phases where works have the potential to impact upon sensitive receptors as outlined in the EcIA and the CEMP. Refer to Construction Conditions, in particular Code of Construction Practice and Environmental Manager.	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
184	Ecology and Biodiversity	Site Wide	General Construction Impacts	Appropriate protection of woodland and trees to be retained post remediation. Works undertaken in the vicinity of trees and scrub to be retained will be undertaken to BS5837:2005, including the erection of robust protective fencing encompassing root protection areas of all trees. Refer to Protection of Trees and Habitats Condition and Protection of River Corridor Condition.	
185	Ecology and Biodiversity	Site Wide	General Construction Impacts	Robust protective fencing will also be erected to prevent access to the banks of the River Lea, Old River, City Mill and Waterworks and Bow Back Rivers Lea to construction traffic, as appropriate. Refer to Fencing Condition.	
186	Ecology and Biodiversity	Site Wide	General Construction Impacts	On site best practice mitigation such as the covering of pits or provision of mammal ramps in all excavations over 0.5m will prevent direct badger and otter mortality on site. Refer to Construction Conditions, in particular Code of Construction Practice.	
187	Ecology and Biodiversity	Site Wide	General Construction Impacts	To prevent disturbance to the River Lea, Old River, City Mill and Waterworks and Bow Back Rivers Lea bat populations no night time working will be undertaken, thereby preventing disturbance, due to lightning and noise, for foraging and commuting bats. Should lighting be required during the winter time in the early morning and late afternoon, lighting would be directional and away from the riparian zone. Refer to Hours of Operation Condition.	
188	Ecology and Biodiversity	Site Wide	General Construction Impacts	Should the clearance of vegetation within or adjacent to the development plots be required this will take place outside the bird breeding season (typically March to August inclusive). In the event of clearance being necessary during the bird breeding season, a suitably qualified ecologist will examine the area immediately prior to starting works to confirm likely absence of breeding birds. If nesting birds are found within the affected area, work must be postponed until the juveniles have fledged. Refer to Construction Conditions, in particular Code of Construction Practice. Also refer to BAP Condition and Green Infrastructure - BAP and Publicly Accessible Open Space Obligation	
189	Ecology and Biodiversity	Site Wide	General Construction Impacts	Ensure the work compounds and access tracks, etc. Are not located in, or adjacent to, areas that maintain habitat value. Refer to Code of Construction Practice Condition	
190	Ecology and Biodiversity	Site Wide	General Construction Impacts	Establish site fencing to prevent access to areas outside of construction working areas, particularly in areas adjacent to features of interest/value. Refer to Fencing Condition.	
191	Ecology and Biodiversity	Site Wide	General Construction Impacts	Protective fencing will be erected surrounding the development parcels for the duration of the construction period. Refer to Fencing Condition.	
192	Ecology and Biodiversity	Site Wide	General Construction Impacts	Appropriate measures will be implemented to prevent of spread of non-native invasive species during construction, species, location and extents to be identified during the pre-construction surveys. Refer to Construction Conditions, in particular Code of Construction Practice and Quality of Imported Fill Condition.	
193	Ecology and Biodiversity	Site Wide	General Construction Impacts	All landscaping and drainage engineering works taking place within close proximity to the waterways will require an activity-specific method statement, which will describe the specific control measures that will be applied to the activity to ensure water quality impacts will be avoided. These method statements will be agreed with the Environmental Manager and the Environment Agency prior to the start of the works. In some instances it may be necessary for contractors to alter their proposed works (extent/duration/timing) in order to ensure significant impacts to the River and potentially to breeding birds can be avoided. Such methods statements are expected to include a description of the extent, duration and timing of works and the machinery to be used, followed by details of avoidance measures that will be taken. General principles that will be adopted include (but are not limited to) the following: - Regular damping down to minimise dust impacts on the adjacent vegetation and waterways. Refer to Construction Dust Condition. - Phased or stepped approach to landscaping to contain impacts to discrete working areas at any one time. Refer to Construction Conditions, in particular Code of Construction Practice.	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
194	Ecology and Biodiversity	Site Wide	General Construction Impacts	An appropriate temporary drainage system will be required as part of the CEMP in order to minimise the potential risk of increased sedimentation reaching nearby controlled waters. The temporary drainage system will include settlement ponds of appropriate capacity to allow sediment to settle out before discharge. Temporary run-off settlement ponds are particularly beneficial in that they allow for isolation and on-site treatment of sediment laden surface run-off before release to the natural aquatic environment. Discharge of surface water should be into the ground water rather than into the River (following appropriate SUDs treatment). Alternatively, water from settlement ponds can be removed by tanker for treatment off-site. Refer to Construction Conditions, in particular Code of Construction Practice.	
195	Ecology and Biodiversity	Site Wide	General Construction Impacts	Works within the vicinity of the Aquatics Centre and along the Waterworks River will require pre-construction and during construction monitoring for black redstart to prevent disturbance and/or direct mortality.	
196	Ecology and Biodiversity	Site Wide	General Construction Impacts	Any works in the vicinity of the waterways (i.e. within 10m) will be preceded by monitoring surveys in respect of: - kingfisher; - sand martin; - otter; and - water vole	
197	Ecology and Biodiversity	Site Wide	General Construction Impacts	Furthermore, any works within 30m of artificial otter holts will be preceded by monitoring surveys in respect of otter. Works likely to disturb artificial holts with signs of occupation would likely require licensing by Natural England. Refer to Construction Conditions, in particular Code of Construction Practice.	
198	Ecology and Biodiversity	Site Wide	General Construction Impacts	Any works in the vicinity of the offline ponds or the balancing ponds (i.e. within 10m) will be preceded by monitoring surveys in respect of water vole. Refer to Construction Conditions, in particular Code of Construction Practice.	
199	Ecology and Biodiversity	Site Wide	General Construction Impacts	The CEMP will also include generic measures relating to the effective control of the risk of pollution events across the site, in accordance with best practice construction guidelines. These measures are not listed in full in this chapter, but would include specifications relating to fuel storage, vehicle maintenance, and the control of construction generated dust. Refer to Construction Conditions, in particular Code of Construction Practice.	
200	Ecology and Biodiversity	Site Wide	General Construction Impacts	Above-ground vegetation clearance works and/or ground disturbance works within/near areas of suitable reptile habitat (rough grassland, scrub, woodland edge, rubble piles) pose a risk to legally protected reptile species. Surveys will be required in areas assessed by an ecologist as having high risk for reptiles before commencement of construction. Refer to Construction Conditions, in particular Code of Construction Practice.	
201	Ecology and Biodiversity	Site Wide	General Construction Impacts	Where the risk to reptiles is assessed by the ecologist as 'high' – on the basis of existing knowledge of reptile populations and/or the quality/extent of reptile habitats within the target site – a full reptile survey and mitigation program may be required/advisable. Such a program would typically involve: - a thorough reptile survey (normally undertaken April-September); - identification and/or creation/enhancement of a reptile receptor site; - use of reptile exclusion fencing and the implementation of a capture and translocation program in advance of any site clearance; - final destructive search of site to remove any reptiles persisting following the main capture/translocation program	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
202	Ecology and Biodiversity	Site Wide	General Construction Impacts	Where the risk to any reptiles potentially present is assessed by the ecologist as 'low/negligible', precautionary measures may be more appropriate than a full reptile survey/mitigation program. Precautionary measures, which should be undertaken in accordance with a strict ecological method statement, include (but are not limited to): - demarcation/fencing of area and strict exclusion of all heavy machinery (including tracked plant) until site declared free of reptiles by site ecologist; - timing of above-ground vegetation works during hot weather to allow reptiles to escape easily; - timing of ground disturbance (including dismantling of spoil/rubble piles) works outside of winter hibernation season (typically October to February inclusive); - pre-works hand search by ecologist and/or ecological watching brief during works; - dismantling of key hibernation/shelter features, such as rubble piles, tree/hedge root zones, by hand and under watching brief; - gradual reduction in height of vegetation using handheld tools (trimmers, chainsaws) or tractor mounted flail to 30cm, then 10cm; - brush/arising being removed immediately (to avoid creation of temporary habitats) and disposed of or used in habitat creation elsewhere; - capture and translocation of reptiles (by experienced ecologist) to suitable habitat. Refer to Construction Conditions, in particular Code of Construction Practice.	
203	Socio-economic and Community	Site Wide	The development is expected to generate: 186 nursery places 532 primary school places 326 secondary school places 110 post 16 places 3.1 GPs 2.8 dentists 11.6 acute hospital beds 341 m2 multipurpose community space 148 m2 library space 1.2 swimming pool lanes 1.8 sports hall courts 16.8 police officers 0.09 fire stations 598 ambulance demand calls	Mitigation secured in planning conditions and planning obligations for social infrastructure	
204	Socio-economic and Community	Site Wide	The development is expected to generate: nursery places 1,249 primary school places [5.9 FE] 706 secondary school places [4.7 FE] 235 places for Post 16 Education 7.5 GPs 6.8 dentists 28.2 acute hospital beds 826 m2 of multipurpose community space 359 m2 of library space 2.8 swimming pool lanes 4.2 sports hall courts 40.7 police officers 0.21 fire station 1,692 ambulance demand calls	448 Mitigation secured in planning conditions and planning obligations for social infrastructure	
205	Microclimate - Wind	PDZ1	- N and SW winds causing channelling between proposed development and over foot bridge - SW wind causing channelling effects at north western edge of Aquatics Centre	Solid panelling installed along bridge and strategic evergreen planting alongside river, and river bank to the south/south-west of the Aquatics Centre. To be dealt with in Reserved Matters.	
206	Microclimate - Wind	PDZ4	S and N winds causing channelling effects along eastern edge of development	Strategic planting of trees and low level hedging on the western bank of the Old River Lea. To be dealt with in Reserved Matters.	
207	Microclimate - Wind	PDZ5	N and NW winds causing unacceptable wind speeds for achieving pedestrian comfort	Implementation of evergreen planting and low height hedging To be dealt with in Reserved Matters.	
208	Microclimate - Wind	PDZ6	N and NE winds causing channelling and deflection effects between proposed development and Velodrome.	Strategic evergreen planting and solid panelling. To be dealt with in Reserved Matters.	
209	Daylight, Sunlight and Overshadowing	PDZ1	Overshadowing to surrounding PDZs and habitat areas	Mitigation secured during detailed design with consideration to good practice guidance	
210	Daylight, Sunlight and Overshadowing	PDZ1	Overshadowing to surrounding PDZs and habitat areas	Mitigation secured during detailed design with consideration to good practice guidance	
211	Daylight, Sunlight and Overshadowing	PDZ2	Majority of overshadowing to surrounding habitat areas	Mitigation secured during detailed design with consideration to good practice guidance	

Reference	Environmental EIA Topic	Source of effect	Potential Impact	Mitigation	Hyder comment
212	Daylight, Sunlight and Overshadowing	PD24	Overshadowing to surrounding PDZs and habitat areas, Reduction in daylight to adjacent dwellings	Mitigation secured during detailed design with consideration to good practice guidance	
213	Daylight, Sunlight and Overshadowing	PD25	Overshadowing to surrounding PDZs and habitat areas, Reduction in daylight to adjacent dwellings	Mitigation secured during detailed design with consideration to good practice guidance	
214	Daylight, Sunlight and Overshadowing	PD26	Majority of overshadowing to surrounding habitat areas	Mitigation secured during detailed design with consideration to good practice guidance	
215	Daylight, Sunlight and Overshadowing	PD28	Overshadowing to surrounding PDZs and habitat areas, Reduction in daylight to adjacent dwellings	Mitigation secured during detailed design with consideration to good practice guidance	
216	Daylight, Sunlight and Overshadowing	PD212	Overshadowing to surrounding PDZs and habitat areas, Reduction in daylight to adjacent dwellings	Mitigation secured during detailed design with consideration to good practice guidance	

ANNEXURE 5

VALIDATION CHECKLIST AGAINST GLOBAL CONCEPTUAL SITE MODEL

Item	Check	Yes	No
<p>The relevant Consolidated Validation Report and associated documents should be reviewed to support the completion of the Validation Checklist.</p>			
	<p>Are there any outstanding remediation actions that have not been completed as part of the enabling and / or follow on projects? <i>If the answer is yes please outline outstanding actions and their impact on the GCSM</i></p>		
	<p>Is there a significant change in land use (i.e. more sensitive) between the LCS scheme design and the 2007 Permissions Olympic scheme? <i>If the answer is yes provide a summary of the scheme changes</i></p>		
	<p>Is there a change to remediation formation levels between the LCS and the 2007 Permissions Olympic scheme? <i>If the answer is yes please outline the impact on the integrity of the existing remediation works and any additional remediation that may be required</i></p>		
	<p>Will the existing human health separation layer be compromised by the LCS works? <i>If the answer is yes identify areas where compromised and controls required</i></p>		
	<p>Does the proposed LCS have the potential to compromise groundwater remediation measures? <i>If the answer is yes provide a summary</i></p>		
	<p>Is there potential for additional contaminants to have been introduced to the land since the 2007 Permissions Olympic scheme? <i>If the answer is yes list the additional contaminants</i></p>		
	<p>Is there potential for exposure to existing contaminants at unacceptable concentrations as a result of the proposed scheme (including areas of residual ACM and radiological materials)? <i>If the answer is yes provide a summary of the contaminants</i></p>		
	<p>Does the LCS introduce additional pathways (excluding construction related issues such as piling which will be addressed by the Code of Construction or similar document)? <i>If the answer is yes identify additional pathways (and receptors)</i></p>		
	<p>Does the LCS introduce additional receptor(s) including a change in sensitivity of receptors? <i>If the answer is yes identify additional receptor(s)</i></p>		
	<p>Have any additional pollutant linkages been created by the proposed scheme? <i>If the answer is yes detail the additional pollutant linkages</i></p>		
<p>Outcome:</p>			

Action Required: If the answer to any of the above is yes then new pollutant linkages are likely to be introduced. As such consideration to the undertaking of additional investigation, risk assessment and remediation design works in support of the LCS. Any such additional works should be reported in accordance with the framework detailed within the GRS.

Action Not Required: If the answer is no to all of the above then significant new pollutant linkages are unlikely to be introduced through the LCS. As such additional investigation, risk assessment and remediation design works are unlikely to be required. Standard construction controls and method statement should be adopted in accordance with the Code of Construction or similar document.

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ANNEXURE 6

DISCHARGE OF REMEDIATION CONDITIONS PROTOCOL

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This document has been prepared to outline the procedure for discharge of Conditions relevant to remediation, in connection with the Legacy Communities Scheme development. In accordance with Condition LCS0.91 of the Legacy Scheme Decision Notice, the discharge of site remediation Conditions LCS0.93 to LCS0.108 are to be in accordance with this document (the Discharge of Remediation Conditions Protocol) which should be read in conjunction with the Conditions.

Further detail on the remediation process is contained within the Draft Code of Construction Practice as defined in the Legacy Scheme Decision Notice.

Unless where expressly stated, all definitions set out in this Discharge of Remediation Conditions Protocol have the same meanings as those set out in the Legacy Scheme Decision Notice or as provided in the Glossary of Terms at Appendix 2 to this document.

1.1 RELEVANT CONDITIONS

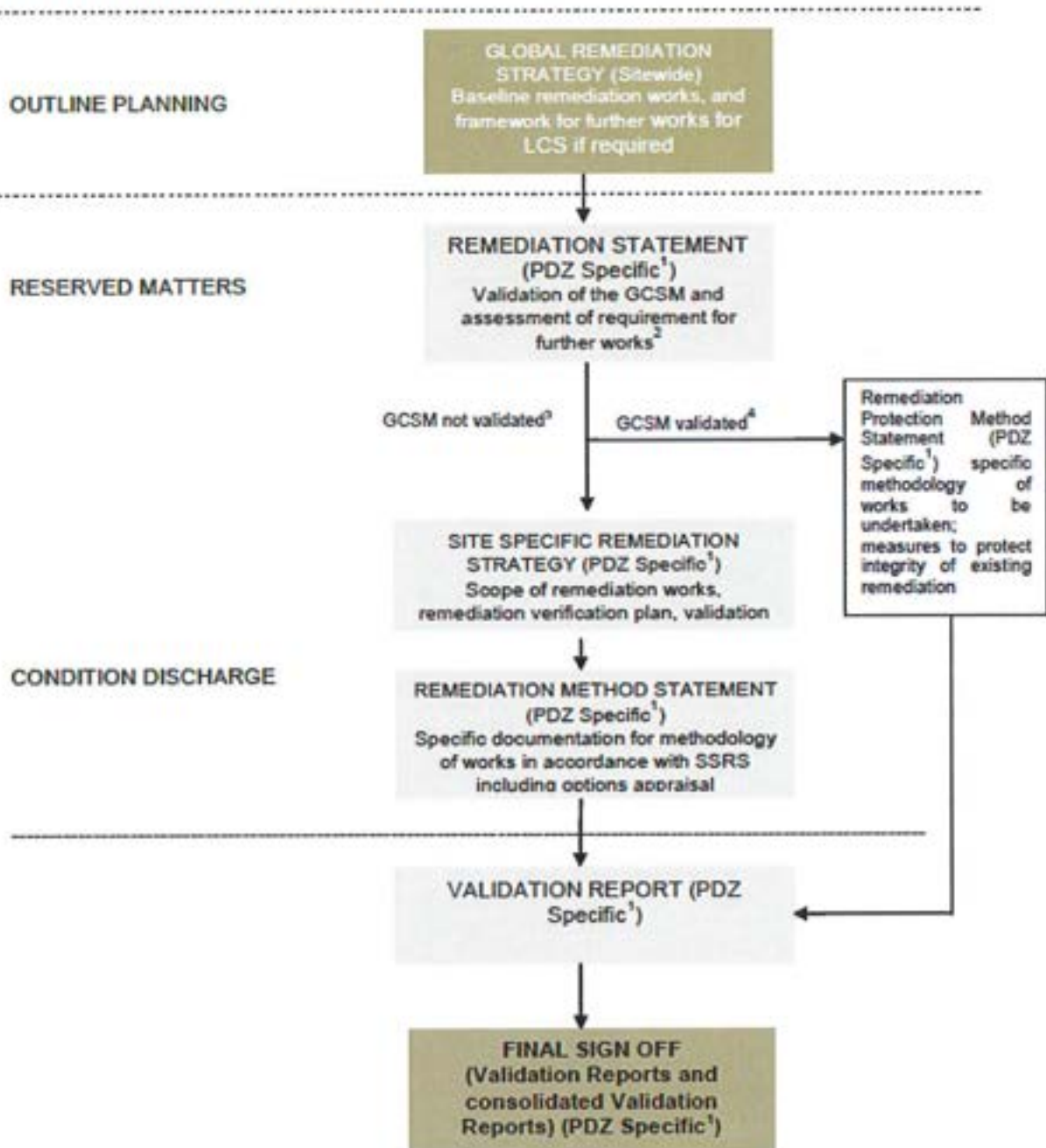
Relevant conditions are LCS0.91 through to LCS0.108. These conditions detail:

- LCS0.91 Discharge of Remediation Conditions Protocol;
- LCS0.92 Validation of Olympic Consents Remediation Works;
- LCS0.93 and LCS0.94 Global Remediation Strategy;
- LCS0.95 and LCS0.97 Remediation Statement;
- LCS0.96 Remediation Protection Method Statement
- LCS0.98 Site Specific Remediation Strategy;
- LCS0.99 Remediation Method Statement;
- LCS0.100 and LCS0.101 Remediation Works;
- LCS0.102 and LCS0.103 Remediation Validation and Protection;
- LCS0.104 Foundation Details;
- LCS0.105 Unexpected Contamination;
- LCS0.106 Quality of Imported Fill;
- LCS0.107 Treatment Centres; and
- LCS0.108 Annual Reporting.

1.2 PROCESS FLOW CHART

The following flow chart diagrammatically illustrates the expected interaction between the applicant team and the Local Planning Authority (LPA), during the process of devising and approving the Remediation Works and details what documents will be provided to the LPA.

Planning Approval Process: Overview



1. Subject to prior agreement with the local planning authority this can also be on a development plot specific basis.
2. Assessed using the validation checklist, current GAC/GWAC/SSAC relevant to new land uses detailed in the reserved matters application so effectively to confirm if extant SSRS are still relevant/appropriate and using the data and information contained within the consolidated Validation Reports under the Olympic Consents.
3. New pollutant linkages introduced and/or more sensitive end uses.
Additional investigation required to support condition discharge. Any additional investigation or works shall incorporate information/data contained within the Olympic Consent documents.
4. No significant new pollutants linkages introduced and/or more sensitive end uses.
Additional intrusive investigation and risk assessment works not required for remediation design purposes. All works will still be required, including standard construction controls and method statement, to meet requirements under the Code of Construction Practice or similar document, eg SWMP. Remediation Protection Method Statement also required to demonstrate integrity of the extant remediation is maintained and to include ensuring any earthworks are undertaken in accordance with that statement.

1.3 PLANNING APPROVAL PROCESS: OVERVIEW

Note: Prior to any Remediation Works taking place there must be no outstanding or ongoing requirements under the conditions required for the remediation works under the Olympic Consents save for any expressly agreed ongoing monitoring works. In addition prior to any Remediation Works taking place either the Remediation Protection Method Statement or both the Site Specific Remediation Strategy and the Remediation Method Statement must be approved by the LPA.

Global means site wide. Zonal means the pre-existing Planning Delivery Zones identified in the Legacy Communities Scheme application. Any other area will be a lesser sub division of a Planning Delivery Zone or across more than one Planning Delivery Zone as shall have been agreed with the Local Planning authority at the time.

1.4 ENFORCEMENT METHODS

The development team will undertake all Remediation Works in a conscientious manner in line with all statutory requirements, UK guidance and current best practice standards. Regular dialogue, including the monthly progress reports to be issued during the Remediation Works will facilitate early warning of any issues, along with any inspections undertaken by the LPA and its remediation consultees. These forums, including the meetings held by the Remediation Forum, will also be used as opportunities to push the project back on to the right track, in the unlikely event, any issues arise.

In order to minimise the potential for any formal enforcement action the applicant and the development team should take note of the need for adequate information provision at all critical stages and in a timely manner. This includes the validation of Remediation Works in each Planning Delivery Zone and in particular the need for formal approval and sign off by the LPA of all Remediation Protection Method Statements, Site Specific Remediation Strategies and Remediation Method Statements and any addendums before the commencement of any Remediation Works.

1.5 FORMAL APPROVAL PROCESS

Formal discharge of conditions LCS0.91, LCS0.93, LCS0.95, to LCS0.99, LCS0.101 to LCS0.107 is required following submission of documents by the applicant. Discharge will be via a formal letter of notice issued by the LPA. Conditions LCS0.93, LCS0.95, LCS0.105, and LCS0.106 are to be discharged on a site wide basis, while conditions LCS0.91, LCS0.95 to LCS0.99, LCS0.101 to LCS0.104 and LCS0.107 can be discharged on a Planning Delivery Zone basis or for such other area as agreed in writing by the LPA.

Note that conditions LCS0.96, LCS0.97, LCS0.98 and LCS0.99 need to be discharged prior to commencement of any Remediation Works, and in the case of LCS0.92, LCS0.93, LCS0.95, LCS0.104, LCS0.105, LCS0.106 and LCS0.107 prior to commencement of any construction activities as part of the Development.

1.6 ROLE OF PRE-SUBMISSION CONSULTATION

Pre-submission consultation ⁽¹⁾ will be an important tool to enable rapid sign off of conditions by the LPA. In connection with conditions relating to remediation the following parties should be consulted:

- London Borough of Newham;
- London Borough of Tower Hamlets;
- London Borough of Hackney;
- Environment Agency; and
- LPA and any consultants nominated by the LPA

A Remediation Forum (as per condition LCS0.55) is to be set up to allow for an open interchange of information. This Remediation Forum will be attended by those bodies listed above plus representatives of the LLDC and any consultants nominated by the LLDC. This forum will be convened monthly or as necessary as agreed between the LLDC and the LPA until all Remediation Works associated with this permission have been completed.

More regular Remediation Technical meetings will be held as necessary.

Human Health Technical meetings will be held monthly or as agreed with the LPA if required to discuss specific remediation issues.

Any pre-submission consultation with any of the bodies listed above must be with the full knowledge of the LPA, with the LPA having sight of:

- Arrangements for meetings;
- Minutes of any meetings and telephone conference calls in connection with such consultation;
- Copies of any correspondence including emails in connection with such consultation; and
- Reports issued for consultation purposes.

Pre-submission consultation documents (i.e. documents that will form the submissions for condition discharge) should be issued in a comprehensive finalised form. Interim document stages such as preliminary or outline are not acceptable (although interim validation reports may be submitted for informal comment). Nor are documents which can reasonably be expected to be revised beyond revision 2.

Provision of high quality information at this stage can build confidence, while provision of poor quality information is likely to hinder formal approval.

Information Provided by Relevant Consultees

Any information provided by the relevant remediation consultees to the applicant will be submitted in the first instance to the LPA, with a copy to the relevant party.

⁽¹⁾ In this context pre-submission consultation does not mean consultation prior to a planning application, but means prior to formal submission of detailed documents required to discharge the various remediation conditions.

1.7 DOCUMENT CONTROL

On first issue of any document and subsequent re-issue of that document, a document control sheet shall be issued which records the date of issue, the version number issued, details on the purpose of issue and a brief summary detailing any changes from preceding documents.

The document control sheet shall also detail the status of all other relevant remediation related documents for each Planning Delivery Zone (see template below).

Document Control Template

Zone	Document	Version	Date of issue	Purpose of issue	Summary of any changes / status
6a	SSRS	V1	Xx/xx/xx	Final approval	Approved
	RMS	V1	Xx/xx/xx	Consultation draft	
	RMS	V2	Xx/xx/xx	Final approval	Clarification of validation details
	Validation report	Not issued			

1.8 DOCUMENT ISSUE

Documents should be issued as full paper copies, with all relevant supporting information contained in appendices (large appendices may be submitted on CD only provided this is clearly noted). Further copies may be submitted electronically.

Electronic versions (as PDF files) shall also be issued. Unless previously submitted as a part of this application, any referenced documents should also be issued, including all relevant documents submitted in relation to any remediation works carried out under the Olympic Consents.

A GIS shape file or similar approved format detailing the area of coverage of the Specific report, to include a clear plan confirming the validation boundaries being reported, shall also be issued.

1.9 VALIDATION OF OLYMPIC CONSENTS REMEDIATION WORKS

Before any Development shall be commenced within any Planning Delivery Zone, or such other area as agreed in writing by the LPA, validation of the remediation works required by the remediation conditions in the Olympics Consents and validation of the consolidated validation reports for the whole of that Planning Delivery Zone shall be required together with confirmation that there are no outstanding actions or ongoing requirements under such conditions for such Planning Delivery Zone save for any expressly agreed ongoing monitoring required to enable the full discharge of such conditions.

1.10 GLOBAL REMEDIATION STRATEGY (GRS)

Submission of the GRS is required prior to the commencement of any Development followed by review and formal discharge of Condition LCS0.93. It is acknowledged

that various forms of the GRS have already been submitted however a final GRS needs to be formally submitted for approval by the Local Planning Authority prior to the commencement of any Development and all Remediation Works shall be carried out in accordance with the final approved GRS.

1.11 REMEDIATION STATEMENT

Condition LCS0.95 must be discharged prior to the commencement of any Development. A remediation statement shall be prepared for the whole of the Planning Delivery Zone for the relevant Reserved Matter application and shall assess the remediation works undertaken pursuant to the Olympic Consents to include an assessment of the Global Conceptual Site Model (GCSM) in the GRS against the land uses proposed in that Reserved Matters application based on the Validation Checklist attached as Appendix 1 to this protocol. This assessment shall be carried out using the technical methodology and analytical models in accordance with statutory requirements, UK guidance and best practice current at the time of the Reserved Matters application. In particular confirmation of the measures and controls needed to maintain the integrity of the remediation works undertaken under the Olympic Consents will be included as part of this exercise.

1.12 REMEDIATION PROTECTION METHOD STATEMENT

Where the GCSM is validated condition LCS0.96 must be discharged before any Development within any particular Planning Delivery Zone, or such other area as agreed with the LPA in writing, shall be commenced.

Where the GCSM for any Reserved Matters application is validated by the Remediation Statement a Remediation Protection Method Statement for that application shall be submitted for approval. This shall include measures and controls to protect the integrity of the existing remediation works undertaken pursuant to the Olympic Consents in accordance with statutory requirements, UK guidance and best practice current at the time of the submission.

1.13 SITE SPECIFIC REMEDIATION STRATEGY (SSRS)

Where the GCSM is not validated condition LCS0.98 must be discharged prior to commencement of any Remediation Works (including any earthworks or groundworks undertaken as a part of the Remediation Works) and shall be undertaken on a Planning Delivery Zone basis or for such other area as agreed by the LPA in writing.

The SSRS must set out a strategy to deal with risks to both human health and controlled waters, along with any other defined environmental receptor and shall form the basis of any Remediation Method Statement (see 1.16 below).

Any documents submitted to discharge Condition LCS0.101 should include minimum site investigation coverage of 85% of the subject site, before any Remediation Works are commenced. Full site investigation coverage (i.e. to complete 100% coverage) should be achieved and reported within 12 weeks of remediation commencing within the particular Planning Delivery Zone. Any investigations or data collected as part of any remediation trials shall be included within the Remediation Method Statement as part of the options appraisal process.

Additional site investigations (see below) undertaken to bring coverage up to 100% can be reported as an annex to the Remediation Method Statement. Otherwise if investigation information is to be used to revise the remediation strategy then this should be issued in the form of a revised SSRS, which must be submitted to the Local Planning Authority for approval. In any case it is anticipated that any such changes could be anticipated and submitted in the form of a first draft 'full' SSRS for a particular Planning Delivery Zone.

Within any particular Planning Delivery Zone remediation works must be programmed so that areas with insufficient site investigation (i.e. the 85%-100% uplift areas) are investigated prior to physical remedial works taking place in those areas, unless those works are of an emergency nature.

Existing Enabling Works/FOP and SI/Validation Data submitted under the Olympic Consents shall be reviewed as part of the SSRS and copies of such documents shall be made readily available/easily accessible to the applicant.

Precise details of additional site investigation requirements should be submitted to the LPA, prior to these site investigation works commencing. This information to be submitted for information purposes only. These details should include a rationale for the additional investigation works which should be matched to an SSRS gap analysis.

Any generic assessment criteria (GAC) or generic water assessment criteria (GWAC) utilised shall comply with the statutory requirements, UK guidance and best practice current at the time of the investigation and as are applicable to the proposed legacy end use. For example where there is a more sensitive end use as compared to the Olympic Consents (e.g. school playing fields) or where there have been significant changes to the SSRS design for the Olympic Consents, appropriate risk assessment should be undertaken to determine suitable remediation criteria. Details of any difference between the GAC/GWAC used in the GRS and remedial targets provided in the SSRS should be highlighted in the SSRS.

1.14 ADDITIONAL SITE INVESTIGATION

It is understood that within certain Planning Delivery Zones additional investigation, beyond that submitted with the Remediation Method Statement or the Remediation Protection Method Statement will be undertaken. For reasons of clarity, outlined below are six types of investigation (or requirements for additional data), along with details on the expected timing / location of any reporting:

Stage	Reporting location
• Investigation to develop CSM	SSRS;
• Investigation of pathways	SSRS;
• To fulfil 100% SSRS requirements	RMS Annex;
• For implementation planning	RMS Annex;
• For delineation	RMS Annex; and
• For validation	Validation report

If these investigations are required then they will need to be undertaken prior to first submission of the relevant report to the LPA for approval (see above), and in the case of those to be reported as an annex to the RMS (see 1.16 below) to be completed within 12 weeks of remediation commencing.

Investigations or data collected for purposes of treatment studies (but not those to consider potential treatment methods) and / or geotechnical studies only and which have no remediation context are not expected to be reported to the LPA in relation to discharge of relevant remediation related conditions. If any data is collected as part of any remediation trials then the results of these shall be included in the RMS (see 1.16 below) as part of the options appraisal process.

1.15 REMEDIATION METHOD STATEMENTS (RMS)

Where the Global Conceptual Model is not validated condition LCS0.99 must be discharged prior to commencement of any Remediation Works (including any earthworks filling undertaken as part of the Remediation Works), within any particular Planning Delivery Zone.

As per Condition LCS0.99, for the purposes of remediation and validation, Planning Delivery Zones can be split provided the details are submitted to and agreed by the LPA as a part of the relevant RMS, in advance of any Remediation Works taking place. Subsequent validation must match the identified Planning Delivery Zone or for such other area as agreed by the LPA in writing. Beyond this stage no further area sub-division is permissible.

As noted in Sections 1.13 and 1.14 above any investigations or data collected as part of any remediation trials shall be included within the RMS as part of the options appraisal process.

1.16 RMS REQUIREMENTS

The RMS must clearly outline the requirements and need for any Remediation Works planned to be undertaken to deal with risks to both human health and controlled waters, along with any other defined environmental receptor.

RARA areas should also be considered within the RMS.

Precise details on validation are to be included within the Remediation Method Statement (determinants to be tested, limits of detection to be applied), as well as material import chemical quality requirements.

Condition LCS0.100 also details the provision of monthly progress reports covering the whole of the Site (see template below) during any Remediation Works, to relevant parties, to be issued to LPA. These reports are to be used to inform the LPA about any unexpected contamination identified at the Site (see Condition LCS0.105 and section 1.24 below).

Approval of the Remediation Method Statement will fix the Remediation Works to be undertaken within that Planning Delivery Zone, or for such other area as agreed by the LPA in writing, unless a revised / addendum RMS is issued for approval.

1.17 ENVIRONMENTAL CONTROLS

The RMS shall include an environmental controls section in line with CEMP which shall include as a minimum odour control and physical screening details.

1.18 EARTHWORKS AND REMEDIATION

The filling element of any bulk earthworks are a remediation operation, and material import / export requirements along with validation must be considered in any Remediation Protection Method Statement and in any Remediation Method Statement. Also note the requirements set out in Conditions LCS0.105 and LCS0.106. All material import requirements are to be detailed, including quality control procedures.

Details of a testing regime for the movement and control of bulk earthworks materials shall be outline within the RMS and shall, as a minimum, be in accordance with the testing frequency set out in section 1.22 below.

1.19 ADDITIONAL INVESTIGATION ANNEX

All additional investigation data is to be provided within the context of an interpretative report (including updating the conceptual site model and further risk assessment) for each Planning Delivery Zone. An annex to the Remediation Method Statement is seen as a suitable location for this data. This annex can be supplied as a standalone document, but must be submitted to the LPA within 12 weeks of the Remediation Works commencing for the relevant Planning Delivery Zone, but prior to any Remediation Works being undertaken in the area of additional site investigation works (note that these areas must have been predefined in the RMS).

1.20 TREATMENT CENTRES

Condition LCS0.107 relates to the provision of equivalent method statements for any centralised soil treatment processes - a Specific Treatment Remediation Method Statement ("STRMS"). Any centralised soil treatment processes are to be licensed under the Mobile Plant Licensing regime or other appropriate environmental permitting regime as agreed with the Environment Agency.

1.21 MONTHLY PROGRESS REPORT TEMPLATE

Planning Delivery Zone or Development Parcel	Forthcoming works (over next month)	Conformance with existing remediation strategy	Provision of information
e.g. [6a]	e.g. [Installation of cement bentonite barrier]	e.g. [No departures from anticipated works] or [drums excavated at xxx]	e.g. [Validation report to be provided by xx/xx/xx] [Unexpected contamination]

The progress report shall also contain photographs illustrative of the principal works undertaken and of any unusual conditions identified.

These reports can be provided formally within the regular meetings of the Remediation Forum.

1.22 VALIDATION

Validation of Bulk Earthworks Fill & Hot Spot Removal

Samples taken for validation testing purposes must be undertaken from material in-situ at its final location.

Minimum anticipated validation sample frequencies for areas of soft landscaping, residential, playing fields, schools, leisure, offices etc shall be as set out below:

Location	Frequency
1. 0.2 to 0.6m – Final finish surface layer to protection layer	1 sample per 200m ³ of material laid, to be in-situ
2. Below 1m – general fill materials placed below Protection Layer	1 sample per 1000m ³ of material laid, to be in-situ
3. Hot Spot removal for the protection of Controlled Waters and/or Human Health	1 sample per 25m ² of base / sides of excavation or a minimum of 5 samples whichever is greater

Lesser validation frequencies can be agreed for areas with less sensitive uses, subject to prior agreement with the LPA. Although it should be noted that these areas will have lesser quality thresholds agreed through the SSRS process.

Maintenance of the thickness and integrity of the installed remediation capping layer (the Protection Layer) is to be achieved via submission of pre and post earthworks filling surveys, both surveys to be submitted as a part of the relevant validation reports including any replacement of the same, or the provision of a new protection layer. The details of any alternative capping layers, e.g. hard standing, should also be presented in the relevant validation report so as to provide as built records

Staged completion of validation reporting is permitted on a 1) receptor basis and 2) a development parcel basis (although these must be clearly identified in the Remediation Method Statement).

Validation Reports for the Remediation Works (condition LCS0.102) for the purposes of human health protection and the protection of controlled waters must be provided within two months of the completion of the relevant Remediation Works, as set out in the individual RPMS or RMS documents, within the relevant Planning Delivery Zone or such other area as shall have previously been agreed with the LPA.

All Planning Delivery Zones are to have consolidated Validation Report (drawing together any validations for other areas as may have agreed with the Local Planning Authority) on completion of the Remediation Works within a particular Planning Delivery Zone. The consolidated Validation Report shall include detailed topographic mapping of the as-built ground levels.

Non Compliant Materials

Any materials found, through the process of validation, to be outside of the approved quality specification as defined in the Remediation Method Statement must be subject to further assessment. A more refined grid of validation testing should be applied to define the affected area, so that any additional Remediation Works at this late stage are minimised.

Depending upon the degree of non-conformance statistical assessment of materials outside of the approved quality Specification is also appropriate, although the

averaging area must take due regard of similar materials deposited in the vicinity of the affected area from the same treatment process with a production tolerance of +/- one week i.e. materials produced through a different treatment process can not be used in any statistical evaluation. If materials are identified as a statistical outlier (exceeding the quality thresholds) then they must be re-assessed and remediated where necessary. The statistical approach is to be consistent with CL:AIRE,2008, Guidance on Comparing Soil Contamination Data with a Critical Concentration, CIEH & CLAIRE, London.

Validation of Cut Surface

Existing site investigation data, where it is considered to be relevant and as agreed with the LPA, can be used to validate the maintenance of the Protection Layer provided that coverage conforms to a 25m grid across the cut area, with the reduced level of any relevant samples being within the Protection Layer / within 0.5m below the top of the final formation surface, provided always that this relates to the sub grade level for the enabling works pursuant to the Olympic Consents, and any cut below this level will require further validation to be undertaken. This information shall be provided within the validation report (as detailed above).

1.23 FOUNDATION DETAILS

Condition LCS0.104 requires details of any foundations and piling and a piling risk assessment to be submitted to and approved by the LPA before the construction of any building or other structure. In particular such details must demonstrate the means by which the integrity of the remedial works, including the Protection Layer, are to be safeguarded and maintained, including in relation to the exempt naturally occurring radiological materials located in a disposal cell in PDZ4. In addition a gas/vapour assessment shall be carried out to identify any measures necessary to prevent ingress or egress of gaseous contaminants. The presence of exempt naturally occurring radiological materials located in a disposal cell in or in the vicinity of PDZ4 beneath the L03B bridge abutment is to be noted and Condition LCS0.284 requires that any Reserved Matters application for any development in that area shall demonstrate how the integrity of that disposal cell will be safeguarded and such scheme is to be submitted to and approved by the LPA.

Any works that are to be undertaken in and around the said disposal cell shall be undertaken under the supervision of a Radiation Protection Advisor or in accordance with Ionising Radiation Regulations 1999.

In addition no ground water abstraction from the River Terrace Deposits shall be permitted within 50m of the said disposal cell.

1.24 UNEXPECTED CONTAMINATION

Condition LCS0.105 provides a safeguard that any unforeseen or unexpected contamination is dealt with in an appropriate manner. Unexpected contamination should be reported to the LPA via a Remediation Change Note (which shall represent an amendment to the relevant SSRS) and/or a revised Remediation Protection Method Statement or a revised Remediation Method Statement within 7 days of the same being encountered and no further development in that Planning Delivery Zone shall take place until such Remediation Change Note, revised Remediation Protection

Method Statement or revised Remediation Method Statement has been approved and any necessary remediation has been carried out.

Unexpected contamination is defined as the identification of any substances or presence of any artefacts that could not reasonably be anticipated from the available site investigation data and/or were not identified or treated in the course of the site investigation or the identification of additional contaminants of concern or which have been brought to the surface by construction activity or is wholly or partly from a different source or is of a different type to that identified. An example of this would be encountering buried drums during an earthworks operation, which had anticipated excavating made ground with metal contamination.

1.25 QUALITY OF IMPORTED FILL

Condition LCS0.106 provides a safeguard that any undesirable materials will not be imported and deposited on the Site. Formal submission to and approval by the LPA is required prior to the import of any such material in accordance with LCS0.106. Material import requirements including control levels, and validation details are to be included within the Remediation Protection Method Statement, Remediation Method Statement and each SSRS. Documentary evidence must be supplied to the Local Planning Authority to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results prior to any import of fill materials.

Condition LCS0.106 does not preclude the transfer of materials from one Planning Delivery Zone or Development Parcel to another (which is to be carried out in accordance with all relevant environmental legislation and current UK guidance and best practice), but it does prohibit without the express written permission of the Local Planning Authority importation of waste (including any contaminated soils) from areas outside of the Site and subject always to any required license being obtained in accordance with any environmental permitting regimes current at the time of such proposed import and compliance with the duty of care regime including any registered waste carrier requirements.

The table below sets out the level of information the LPA would normally expect to be provided in Import of Fill submissions depending on the type of material being imported.

Material Category	Importation submission	Information requirements
1. As produced crushed or broken rock;	✓	Source of material, quantity, timing ¹ placement
2. As dug sands, gravels and naturally occurring topsoil	✓	Source of material, desk based risk assessment to determine quality ^{2&4} , quantity, timing ¹ placement ³
3. Manufactured topsoil	✓	Source of material, testing and on-going testing regime ⁶ , quantity and timing ¹
4. BBA Engineering materials	✓	Source of material, quantity, timing ¹
5. WRAP materials	✓	Source of material, testing & on-going testing regime ^{5&6} , quantity, timing ¹
6. Aggregate for bound materials	✗	n/a

Notes:

- 1 Dates for importation, placement and works commencement date for subsequent works
- 2 Chemical testing is required if the desk based information demonstrates a potential risk. Chemical testing to be at source (or based on stockpile testing as long as material is held in a separate quarantined area on site and results are known prior to placement). Chemical testing must be notified to the LPA for written approval in advance prior to importation (or in the case of fill imported to a quarantine area, results notified to LPA prior to placement of the material).
- 3 A drawing showing the placement of such materials to be included in the Validation Report
- 4 Some testing may be required depending on the reliability of the source. If it can be shown that the source is quite clearly a pit or quarry in a natural deposit, this will be treated in the same manner as material Category 1.
- 5 Topsoil materials will always require chemical testing including determination of asbestos levels.
- 6 Results to be notified to LPA prior to placement of material.

1.26 EXPECTED CONTENTS OF SUBMISSIONS

The following table outlines key documentary requirements to be included as a **minimum** in the statements submitted by the developer applicant to the LPA. This table should be used in conjunction with the flow chart provided in Section 1.2 above.

Key Requirement	Relevant Condition	When	Content	Acceptance
Global Remediation Strategy	LCS0.93	Pre-commencement of Remediation		Formal discharge letter
Remediation Protection Method Statement	LCS0.96	Pre-commencement for works where the GCSM is validated	To include: <ol style="list-style-type: none"> 1. Location of operation / operating boundary 2. Outline of general works methodology including proposed plant. Measures to protect the integrity of existing remediation. 3. Procedures for Unexpected Contamination 4. General health, safety and environmental controls 5. Material import quality requirements 	Formal discharge letter

Key Requirement	Relevant Condition	When	Content	Acceptance
			<ul style="list-style-type: none"> 6. Validation requirements 7. Environmental authorisations Programme 	
Remediation Statement	LCS0.95	Pre-commencement of Remediation	<p>To include:</p> <ul style="list-style-type: none"> 1. Review of measures undertaken under the Olympic Consents 2. Measures and controls to maintain integrity of remediation works under Olympics Consents 3. Assessment of GCSM against land uses using the Validation Checklist 	Formal discharge letter/validation report
Foundation Details	LCS0.104	All works	<p>To include:</p> <ul style="list-style-type: none"> 1. Piling risk assessment 2. Gas/vapour risk assessment 3. Gas/vapour protection measures 	Formal discharge letter
Site Specific Remediation Strategy	LCS0.98	Pre-commencement for any remediation unless GCSM validated by condition LCS0.87	<p>To include:</p> <ul style="list-style-type: none"> 1. Interpretation of site investigation data 2. Details of Conceptual Site Model 3. Summary of key risk drivers 4. Legacy land use 5. Detail of remedial works proposed including earthworks movements 6. Remedial targets 7. Timescale 8. Licensing arrangements 	Formal discharge letter

Key Requirement	Relevant Condition	When	Content	Acceptance
			<ul style="list-style-type: none"> 9. On-going regulatory liaison 10. General health, safety and environmental controls 11. Material import quality requirements 12. Validation requirements 13. GIS shape file showing area to be remediated 	
Remediation Method Statement	LCS0.99	Pre-commencement for any remediation unless GSCM validated by Condition LCS0.96	<p>To include:</p> <ul style="list-style-type: none"> 1. Detail of remedial technique 2. Location of operation / operating boundary (including GIS or equivalent shape file) 3. Areas of contaminated materials to be remediated including earthworks 4. Details of plant 5. Protected sites 6. Details of emissions & control measures 7. Monitoring 8. Standard validation testing suite 9. General health, safety and environmental controls 10. Material import quality requirements including 	Formal discharge letter

Key Requirement	Relevant Condition	When	Content	Acceptance
			contamination testing suite 11. Validation requirements 12. Environmental authorisations 13. Programme	
Annex to RMS: Updated Site Investigation Report / Risk Assessment/Remediation trials	LCS0.101	Within 12 weeks of remediation commencing within any particular Planning Delivery Zone	To include as a minimum: 1. Outline Conceptual Site Model 2. Detail of works undertaken 3. Discussion of Findings 4. Updated CSM 5. Human Health Risk Assessment 6. Controlled Waters Risk Assessment 7. Remediation requirements / SI Gap analysis 8. Plan showing locations of contaminants of concern 9. Plan showing groundwater flow directions 10. GIS shape file showing area of coverage Or other as agreed to reflect the level of Site Investigation undertaken and findings (i.e. confirms existing GCSM within SSRS).	Formal discharge letter, as part of RMS
Validation report	LCS0.102	Upon completion of remediation	To include: 1. Environmental media coverage 2. What remediation is on-going / issues remain 3. Summary of remedial work undertaken,	Formal discharge letter

Key Requirement	Relevant Condition	When	Content	Acceptance
			including any residual remediation items 4. Supporting information, including quality standards for materials placed on site 5. Clear statement on acceptability of works 6. Shape file showing validation area coverage	
Foundation Details	LCS0.104	Prior to any construction of each building or structure	Detail of foundations and piling and a piling risk assessment to include: <ol style="list-style-type: none"> 1. Method statement 2. Measures to safeguard and maintain integrity of remediation work under Olympics Consents and in particular the disposed cell containing exempt radiological material in PDZ4. 3. Gas/vapour assessment and protection measures. 	Formal discharge letter.
Unexpected contamination	LCS0.105	All works	Purpose to inform LA of unexpected contamination. To include: <ol style="list-style-type: none"> 1. Short statement confirming coherence of works with expected conditions If unexpected	Remediation Change Note and formal discharge letter

Key Requirement	Relevant Condition	When	Content	Acceptance
			contamination identified can include details on further site investigation works required, to include same elements as per site investigation design document.	
Remediation Change Note	LCS0.105 'Unexpected Contamination'	Within 7 days of unexpected contamination being identified	To include: <ol style="list-style-type: none"> 1. GIS shape or equivalent file, showing area affected 2. Details of proposed remedial works 3. Timescale 4. Licensing arrangements 5. On-going regulatory liaison 6. General health, safety and environmental controls 7. Material import quality requirements 8. Validation requirements 	Acceptance provides formal approval to proceed in areas of unexpected contamination. Formal discharge letter. Note triggers requirement for Remediation Method Statement & Validation
Importation of Fill Materials	LCS0.106	Prior to any importation of fill materials. Note may be provided as an annex to the Remediation Method Statement.	To include: <ol style="list-style-type: none"> 1. GIS shape file, showing area affected 2. Details of quantities to be imported, location of placement, and quality 3. Timescale 	Formal discharge letter

1.27 SITE INSPECTION

The LPA reserves the right (on reasonable prior notice, save in an emergency) for it and any of the remediation consultees to inspect the works and/or site records (particularly records of movement of materials). This includes the right to take samples and confirm the remediation works undertaken.

Appendix 1

Global Conceptual Site Model: Validation Checklist

Item	Check	Yes	No
<p>The relevant Consolidated Validation Report and associated documents should be reviewed to support the completion of the Validation Checklist.</p>			
	<p>Are there any outstanding remediation actions that have not been completed as part of the enabling and / or follow on projects? <i>If the answer is yes please outline outstanding actions and their impact on the GCSM</i></p>		
	<p>Is there a significant change in land use (i.e. more sensitive) between the LCS scheme design and the 2007 Permissions Olympic scheme? <i>If the answer is yes provide a summary of the scheme changes</i></p>		
	<p>Is there a change to remediation formation levels between the LCS and the 2007 Permissions Olympic scheme? <i>If the answer is yes please outline the impact on the integrity of the existing remediation works and any additional remediation that may be required</i></p>		
	<p>Will the existing human health separation layer be compromised by the LCS works? <i>If the answer is yes identify areas where compromised and controls required</i></p>		
	<p>Does the proposed LCS have the potential to compromise groundwater remediation measures? <i>If the answer is yes provide a summary</i></p>		
	<p>Is there potential for additional contaminants to have been introduced to the land since the 2007 Permissions Olympic scheme? <i>If the answer is yes list the additional contaminants</i></p>		
	<p>Is there potential for exposure to existing contaminants at unacceptable concentrations as a result of the proposed scheme (including areas of residual ACM and radiological materials)? <i>If the answer is yes provide a summary of the contaminants</i></p>		
	<p>Does the LCS introduce additional pathways (excluding construction related issues such as piling which will be addressed by the Code of Construction or similar document)? <i>If the answer is yes identify additional pathways (and receptors)</i></p>		
	<p>Does the LCS introduce additional receptor(s) including a change in sensitivity of receptors? <i>If the answer is yes identify additional receptor(s)</i></p>		
	<p>Have any additional pollutant linkages been created by the proposed scheme? <i>If the answer is yes detail the additional pollutant linkages</i></p>		
<p>Outcome:</p>			
<p>Action Required: If the answer to any of the above is yes then new pollutant linkages are likely to be introduced. As such consideration to the undertaking of additional</p>			

investigation, risk assessment and remediation design works in support of the LCS. Any such additional works should be reported in accordance with the framework detailed within the GRS.

Action Not Required: If the answer is no to all of the above then significant new pollutant linkages are unlikely to be introduced through the LCS. As such additional investigation, risk assessment and remediation design works are unlikely to be required. Standard construction controls and method statement should be adopted in accordance with the Code of Construction or similar document.

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Appendix 2

Glossary of Terms

Acronym	Full Term
ACM	Asbestos Containing Materials
CEMP	Construction Environmental Management Plan
CVR	Consolidated Validation Report
GAC	Generic Assessment Criteria
GCSM	Global Conceptual Site Model
GRS	Global Remediation Strategy
GWAC	Groundwater Assessment Criteria
LCS	Legacy Communities Scheme
LLDC	London Legacy Development Corporation
PDZ	Planning Delivery Zone
RARA	Retained Areas Risk Assessment
RMS	Remediation Method Statement
RPMS	Remediation Protection Method Statement
SSAC	Site Specific Assessment Criteria
SSRS	Site Specific Remediation Strategy/Strategies

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ANNEXURE 7

CONSULTATIONS AND NOTIFICATIONS REQUIRED TO STATUTORY UNDERTAKERS

Consultations and notifications required to Statutory Undertakers. This schedule details consultations and notifications required under Condition LCS0.262 of the Legacy Communities Scheme planning permission.

This Schedule only includes requirements notified to the Local Planning Authority during consultation.

Statutory Undertakers	Notification request or asset protection
British Waterways (Canal and Rivers Trust)	<p>Agreements for maintenance operations will be needed where access is required over land not in British Waterways' ownership.</p> <p>The Applicant is advised that any discharge of surface water into the waterways requires a hydrological assessment, and a contract and commercial agreement with British Waterways before such development commences.</p> <p>In the event of any balcony overhangs or other encroachments into British Waterway airspace, land or water, the Applicant must enter into an appropriate commercial agreement with British Waterways before such development commences.</p> <p>Any access from the towpath, scaffolding oversail or closures of the towpath during the construction must be agreed with British Waterways before such development commences.</p> <p>For any works within 15 metres of the waterway that may have the potential to affect the waterway environment, the Applicant is advised to contact third party works engineer, Andy Nicholls (07795 337600) in order to ensure that any consents are obtained and the works are compliant with the current British Waterways' "Code of Practice for Works affecting British Waterways".</p> <p>Where British Waterways' estate is affected, the Applicant should contact British Waterways before such development commences regarding the need to enter into any appropriate commercial agreement.</p>
Docklands Light Railway Limited	<p>A minimum of 6 weeks' notice of the commencement date of the development in PDZ8 shall be given in writing to Docklands Light Railway Limited to protect the safe operation of the railway.</p> <p>No demolition or construction works are to be carried out on the development site that may endanger the safe operation of the Docklands Light Railway, or the stability of the adjoining Docklands Light Railway Limited structures.</p>

	<p>No demolition or construction works should be carried out on the development site until the details of all works that are to be carried out within the Docklands Light Railway Limited Protection Zone have been agreed by Docklands Light Railway Limited in order to protect the safe operation of the railway.</p> <p>Any scaffold or crane which is to be constructed within 10 metres of the Docklands Light Railway must be erected in such a manner that at no time will any poles or crane part (or counter weight) over-sail the railway and protective netting around any such scaffold must be installed.</p> <p>No vibro-compaction machinery is to be used in the development unless details of the use of such machinery and a method statement have been submitted to and approved in writing by Docklands Light Railway Limited. The works shall only be carried out in accordance with the approved method statement in order to protect the safe operation of the railway.</p> <p>Prior to the commencement of development, a radio impact survey shall be undertaken to assess the impact of the development on the DLR radio signal. Should the development be found to have an impact on the radio signal, no development that causes the impact shall take place until a scheme of mitigation has been agreed in writing by Docklands Light Railway Limited and implemented to ensure the development does not interfere with the safe operation of the Docklands Light Railway.</p>
<p>Environment Agency</p>	<p><u>Piling</u> If piling is proposed, a Piling Risk Assessment will be required to demonstrate that the chosen piling method does not increase the risk of near-surface pollutants migrating into deeper geological formations and aquifers. Please visit the EA's website for more information: http://www.environment-agency.gov.uk/research/planning/3370.aspx</p> <p><u>Waste</u> The Duty of Care regulations for dealing with waste materials are applicable for any off-site movements of waste. The Applicant as waste producer has a duty of care to ensure all materials removed go to an appropriate licensed disposal site and all relevant documentation is completed and kept in line with regulations.</p> <p>An updated Memorandum of Understanding was agreed in 2010 between the EA and the ODA regarding Waste Regulation. This set out the principle that we would accept that the entire Olympic Park could be considered as a single site. This document would need to be revisited in order for the same to apply to the London Legacy Development Corporation. Should such an approach be desired for LCS development(s) then arrangements should be made with the EA to discuss the availability and suitability of such an</p>

	<p>approach. If such an approach is not agreed the development will require an Environmental Permit under the Environmental Permitting Regulations 2010 from the Environment Agency, unless an exemption applies. The Applicant is advised to contact the EA for more information. Please also see the following link for more information: http://www.environment-agency.gov.uk/business/topics/permitting/default.aspx</p> <p>It is a legal requirement to have a Site Waste Management Plan (SWMP) for all new construction projects worth more than £300,000. The level of detail that the SWMP should contain depends on the estimated build cost, excluding VAT. The Applicant must still comply with the duty of care for waste. As the Applicant will need to record all waste movements in one document, having a SWMP will help the Applicant to ensure compliance with the duty of care. Further information can be found at http://www.netregs-swmp.co.uk</p>
High Speed1 and CTRL	<p><u>Protective Provisions Agreement (PPA)</u> If the development in SPDZ 5A is considered to impact on HS1, the developer is expected to enter into a PPA with HS1 as the nature and scale of the proposed development in SPDZ 5A is such that detailed discussions, agreements and indemnities may be required in respect of the design, construction and future maintenance of the development in order to protect HighSpeed1. This is a legal agreement between HS1 and the developer covering safeguards, processes, responsibilities and cost recovery.</p> <p><u>Further consultation and agreement</u> The Developer shall enter into discussions with HS1 and their Engineer, Network Rail (CTRL), as soon as practicable to assist in identifying the likely effect of the development upon the integrity, safety, security, operation, maintenance and liabilities of HS1 and HS1 Property (Contact: Ray Agozzino, HS1 Ltd, 73 Collier Street, London, N1 9BE, Ray.Agozzino@Highspeed1.co.uk)</p> <p><u>Foundation design</u> Details of the design of the foundations and other works proposed below existing ground level in SPDZ 5A shall be finalised in consultation with HS1. Construction activity shall then be carried out in compliance with the approved details to ensure that loads on, and settlement of, HighSpeed1 tunnels, structures, track and other infrastructure do not prejudice the safety or operation of HighSpeed1.</p> <p><u>Drainage design</u> Details of the design of the drainage for SPDZ 5A shall be finalised in consultation with HS1. Construction activity shall then be carried out in compliance with the approved details to enable HS1 to satisfy themselves that there is no increased risk to HS1 arising from the development.</p>

Construction safety

HS1 has asked for a method statement for the construction activity to be agreed in consultation with HS1 prior to works commencing development in SPDZ 5A in order to manage the risk that the construction activity presents to the safety, security and operation of HighSpeed1. This method statement shall include but not be limited to: onsite vehicle movements and parking; safeguarding of buried services; temporary drainage measures; location and height of spoil stockpiles; storage of combustible/hazardous materials; position and operation of cranes.

Site investigations near to HighSpeed1 (in tunnel)

HS1 has asked that prior to the start of site investigations involving a borehole or trial pit deeper than one metre in SPDZ 5A, details of the location and depth of site investigations including a method statement be agreed in consultation with HS1, in order that the borehole or trial pit is at an acceptable vertical and horizontal distance from the tunnel such that it does not compromise the integrity, safety or operation of HighSpeed1.

Site layout

The Applicant should submit a site layout plan showing proximity of the development in SPDZ 5A and its services to HighSpeed1 infrastructure to HS1 prior to the commencement of works in order to allow an assessment of the effect of the development on HighSpeed1 safety, operation, maintenance and security.

Buried services

Prior to the start of construction in SPDZ 5A details of the special measures, to identify and protect HighSpeed1 or UK Power Networks buried services shall be submitted in writing to and approved by HS1. Construction in SPDZ 5A shall only take place in compliance with approved measures unless HS1 has previously agreed in writing to any change as these services are crucial to the operation of HighSpeed1.

Excavations

Prior to the start of construction activity in SPDZ 5A engineering details of the size, depth and proximity to HighSpeed1 of any excavations shall be submitted in writing to and approved by HS1. Excavations shall then be carried out in accordance with the approved details unless HS1 has previously agreed in writing to any change to ensure that the stability HighSpeed1 tunnels, structures, track and other infrastructure is not prejudiced. If the excavation is within the zone of influence of HighSpeed1 infrastructure an engineering design will be required from the developer for approval in advance of excavation.

Imposed loads

Prior to the start of construction in SPDZ 5A, details of the size, loading and proximity to HighSpeed1 of additional ground loads such as stockpiles shall be submitted to in writing and approved by HS1. Works shall be carried out in conformity with the approved details unless HS1 has previously agreed in writing to any change to ensure that the stability of HighSpeed1 tunnels, structures, track and other infrastructure is not prejudiced. If the stockpile is within the zone of influence of HighSpeed1 infrastructure an engineering design will be required from the developer for approval in advance of excavation.

Vibration

Prior to the start of construction in SPDZ 5A details of the plant and equipment proposed which are likely to give rise to vibration (such as pile driving, demolition and vibro-compaction of the ground) together with predicted vibration levels, shall be submitted in writing and approved by HS1. Activities likely to cause vibration in the vicinity of HighSpeed1 infrastructure such that a peak particle velocity (PPV) of 5mm/s may be exceeded at the railway boundary will be subject to agreement in advance. Where activities could give rise to PPV of 5mm/s or greater, a vibration and settlement monitoring regime shall be submitted in writing to for approval by HS1. It shall be put in place prior to the start of works in SPDZ 5A to ensure that vibration does not prejudice safety, operation and structural integrity of HighSpeed1. HS1 shall be provided reasonable access to the results of monitoring.

Electromagnetic compatibility

The developer shall provide an assessment of electromagnetic compatibility (EMC) to show that the design of SPDZ 5A is compatible with EMC regulations. This assessment shall be submitted in writing and agreed by HS1, and the design of SPDZ 5A shall be implemented in compliance with approved scheme. EMC emissions which not compliant with the regulations cause disturbance to HS1 equipment. HS1 must be able to confirm that no such risk exists.

National Grid

The developer should ensure that schemes for earthworks and land remediation do not impact or interfere with the undergrounding works and/or affect the access required to the tunnel shafts both during and after completion of the cable installation. A map showing the new tunnel route was enclosed with the National Grid's formal response.

If the Applicant's proposed works will directly affect the tunnel, the Applicant must contact Mr David Twine from Arup in the first instance. Failure to do so could result in damage to the tunnel and cables within it. Mr Twine can be contact on the following number 07920 495868.

National Grid's ongoing requirement is to have vehicular access to the YYJ Hackney to West Ham overhead line route

	<p>at all times. National Grid advises that the Applicant consults EDF of the proposed works in the area.</p> <p>The Applicant should ensure that he/she has obtained the necessary plans from National Grid Gas Distribution to locate any gas distribution pipelines that may be in the vicinity of this site and have regard to advice on the safety working in the vicinity of gas pipelines provided.</p>
Network Rail	<p><i>Maintaining access to rail assets</i> - Access to railway assets and existing track access points within the development area should be maintained when Public Highways are closed. It is important for the safe and efficient operation of the railway that access to these locations is maintained (24/7) both during the construction phase, during the games operation period and in legacy. We expect any minor land boundary changes needed to facilitate these modifications to be made at no cost to Network Rail.</p> <p><i>Electricity Supplies</i> - Network Rail has a number of electricity supplies to equipment locations at various points around the development area. Electrical supplies should be maintained throughout the duration of the works.</p> <p><i>Bridge Structures above the Railway</i> – Bridges constructed over the railway will require a Bridge Agreement to be in place with Network Rail before construction can commence. This will set out the duties and obligations of parties both during the detail design phase, construction phase and throughout the life of the structure.</p> <p><i>Demolition</i> - Any demolition works must not be carried out on the development site that may endanger the safe operation of the railway, or the stability of the adjoining Network Rail structures. In particular the demolition of buildings or other structures should be carried out in accordance with an agreed method statement. Care must be taken to ensure that no debris or other materials can fall onto Network Rail's land. Demolition activities should avoid dust clouds obscuring signal sighting. Approval must be obtained from Network Rail prior to the commencement of work</p> <p><i>Plant, Scaffolding & Cranes</i> - Any scaffold which is to be constructed adjacent to the railway must be erected in such a manner that at no time will any poles or cranes over-sail or fall onto the railway. All plant and scaffolding must be positioned, that in the event of failure, it will not fall on to Network Rail land.</p> <p><i>Excavations of footings & piling</i> - Network Rail will need to be consulted on any alterations to ground levels, piling operations or excavations within 10m of the boundary with the operational railway. We will need to be assured that the construction of foundations and footings will not impact on the stability of the railway. A full method statement must be</p>

supplied and agreed with Network Rail before consent can be granted.

Drainage - Additional or increased flows of surface water must not be discharged onto Network Rail land nor into Network Rail's culverts or drains. In the interests of long term stability of the railway, soakaways should not be constructed within 10m of the boundary with the operational railway. Modified road connections to track side access points in particular should avoid surface water drainage from the highway onto the railway.

Site Layout - In order to ensure the proposed development can be constructed and maintained without encroachment onto the operational railway line all buildings and structures should be set back at least 2m from the boundary with the operational railway or at least 5m from overhead power line equipment.

Landscaping - Details of landscaping along the railway corridor to be submitted to Network Rail, who can provide advice on appropriate planting species as well as inappropriate planting. Network Rail have concerns planting on bridge structures above the railway and overhead line equipment, and will want to see evidence that detail proposals will not import safety or performance risk before such schemes are included within the terms of the Bridge Agreements.

Party Wall Act 1996 - Where works are proposed adjacent to the railway it may be necessary to serve the appropriate notices on Network Rail and their tenants under the Party Wall etc Act 1996. Developers should consult with NRIL at an early stage of the preparation of details of their development on Party Wall matters.

Errant Vehicle Protection- Highways, car parks and bridges alongside or over the railway, either permanent or temporary (i.e. during construction), must include suitable restraint to protect the railway from vehicle incursions.

Driver dazzle and distraction - the design of artificial lighting systems (permanent and temporary) and reflective building surfaces close to the railway should consider the impact on train drivers signal sighting and include screening or alternative methods if necessary.

Bow Substation to Bow Feeder Station cable route – Network Rail will require that it is granted unfettered access rights to the new traction cable route running along the former Pudding Mill Lane from EDFE's new Bow Substation towards the railway boundary north of the GE lines.

Construction traffic use of Waterden Road Bridge (DWW651)

	<p>- Network Rail previously commented in 2007 on the use of the bridge over the North London Lines, currently on Waterden Road, as a route for heavy construction traffic running between the north and south of the construction site. Since this bridge belongs to Network Rail and is currently adopted as a Public Highway, Network Rail would like to be informed what provisions the LLDC intend to put in place to obtain permission to use the bridge for this purpose, how the LLDC proposes to protect the bridge and the railway during these operations and what the aspirations are for the bridge in legacy.</p>
Thames Water	<p>Thames Water may require an impact study to determine points of connection and what network upgrades if any area as the existing water supply infrastructure may not have sufficient capacity to meet the additional demands for the proposed development. The Applicant is advised to discuss this further with Thames Water prior to the commencement of development in each PDZ. The impact study should determine the magnitude of any new additional capacity required in the system and a suitable connection point to ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.</p> <p>Thames Water expect that any piling method statement submitted to the Local Planning Authority will detail the type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water or sewerage infrastructure, and the programme for the works, and for the piling method statement to be drafted in consultation with the relevant water or sewerage undertaker. The proposed works will be in close proximity to underground water and sewerage utility infrastructure and piling has the potential to impact on local underground water and sewerage utility infrastructure. The Applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.</p>
Transport for London	<p>In order to protect the safe operation of the Transport for London Road Network highway and/or Scheduled Bus Services a minimum of 6 weeks' notice of the commencement date of each phase of the development shall be given in writing to Transport for London (in addition to Docklands Light Railway Limited and other statutory undertakers).</p> <p>In order to protect the safe operation of the Transport for London Road Network highway and/or Scheduled Bus Services, no demolition or construction works are to be carried out on the development site that may endanger the safe operation of Scheduled Bus Services or the operation of the Transport for London Road Network, or the stability of any adjoining structures for which Transport for London are the highway authority or use in providing Scheduled Bus Services until the details of all works (including the installation of</p>

	scaffolding and cranes) that are to be carried out to or within 3m of these structures have been agreed by Transport for London.
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ANNEXURE 8

KEY PRINCIPLES FOR THE MANAGEMENT AND MAINTENANCE OF THE COMMON AREAS

Residential and Commercial development:

To maintain a well designed and accessible environment for residents, businesses and visitors, including communal areas and open space

To provide and maintain a safe and secure environment for residents, businesses and visitors

Establish maintenance specifications that provide consistency across the estate but are also tailored to the requirements of each PDZ

Encourage and support sustainable living and working through a range of measures

Ensure long term planning and costing of works

Green Infrastructure

A management regime that is appropriate and sensitive to bio-diverse habitats

Establish maintenance specifications that provide consistency across the estate but are also tailored to the requirements of each PDZ

Ensure long term planning and costing of works

Highways

The provision of safe, legible and accessible routes

Maintenance specifications that provide consistency across the estate and coordination with adjoining highways

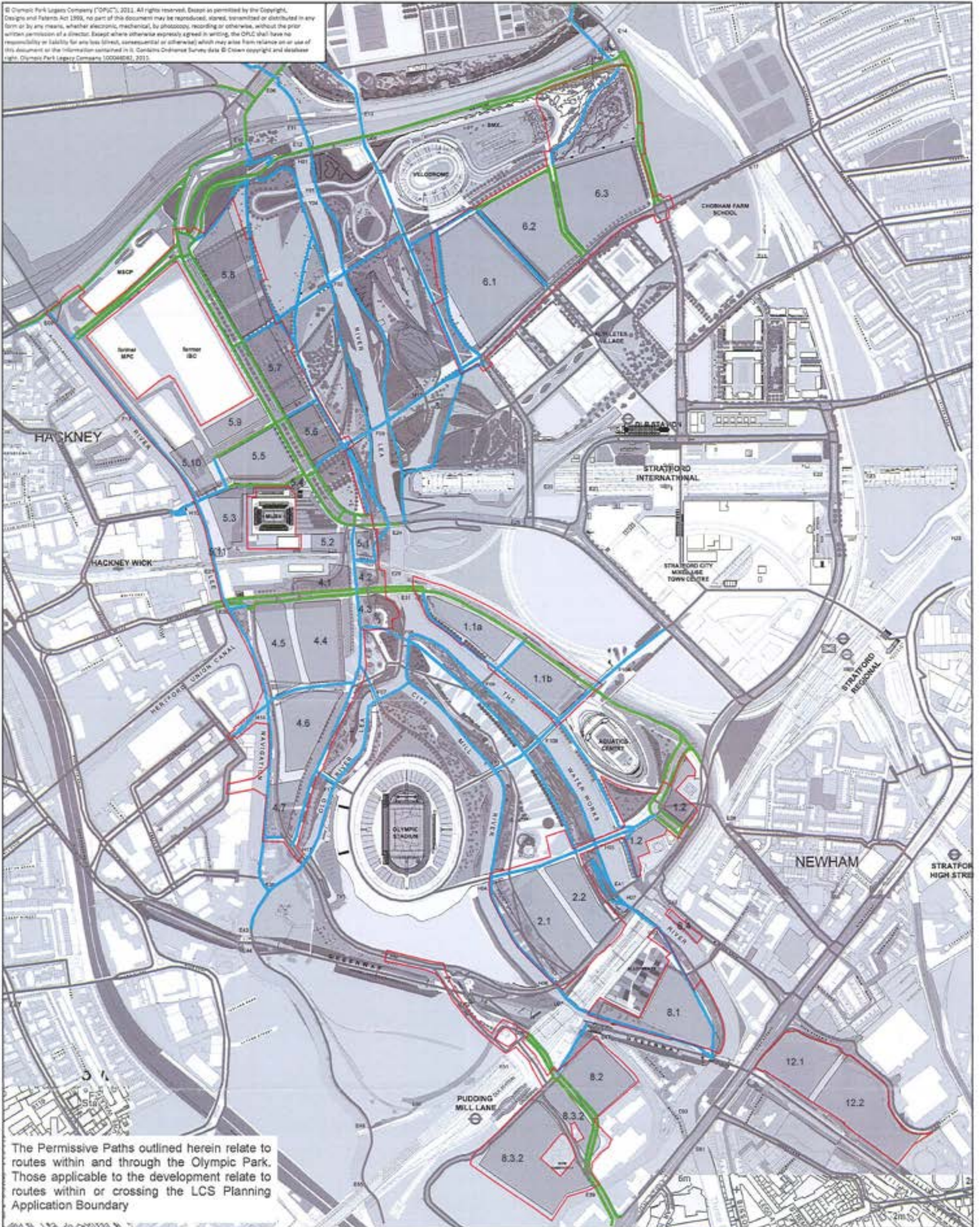
Ensure long term planning, coordination and costing of maintenance works

Encouragement of sustainable modes of transport and delivery

ANNEXURE 9
PERMISSIVE PATHS DRAWING




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The Permissive Paths outlined herein relate to routes within and through the Olympic Park. Those applicable to the development relate to routes within or crossing the LCS Planning Application Boundary

- Key**
- LCS Planning Application Boundary
 - Development parcel
 - Permissive Path - Roads and streets with footways
 - Permissive Path - Routes segregated from vehicular traffic
 - Other Routes

	Drawing Title Pedestrian Permissive Paths Drawing Annexure 9		
	Organisation 	Scale (A3) 1:7,000	Date 17.09.2012
Project Title Legacy Communities Scheme		Status ISSUE	
Drg. No. LCS-GLB-ACC-TA-001A-F4-21		Rev. 00	

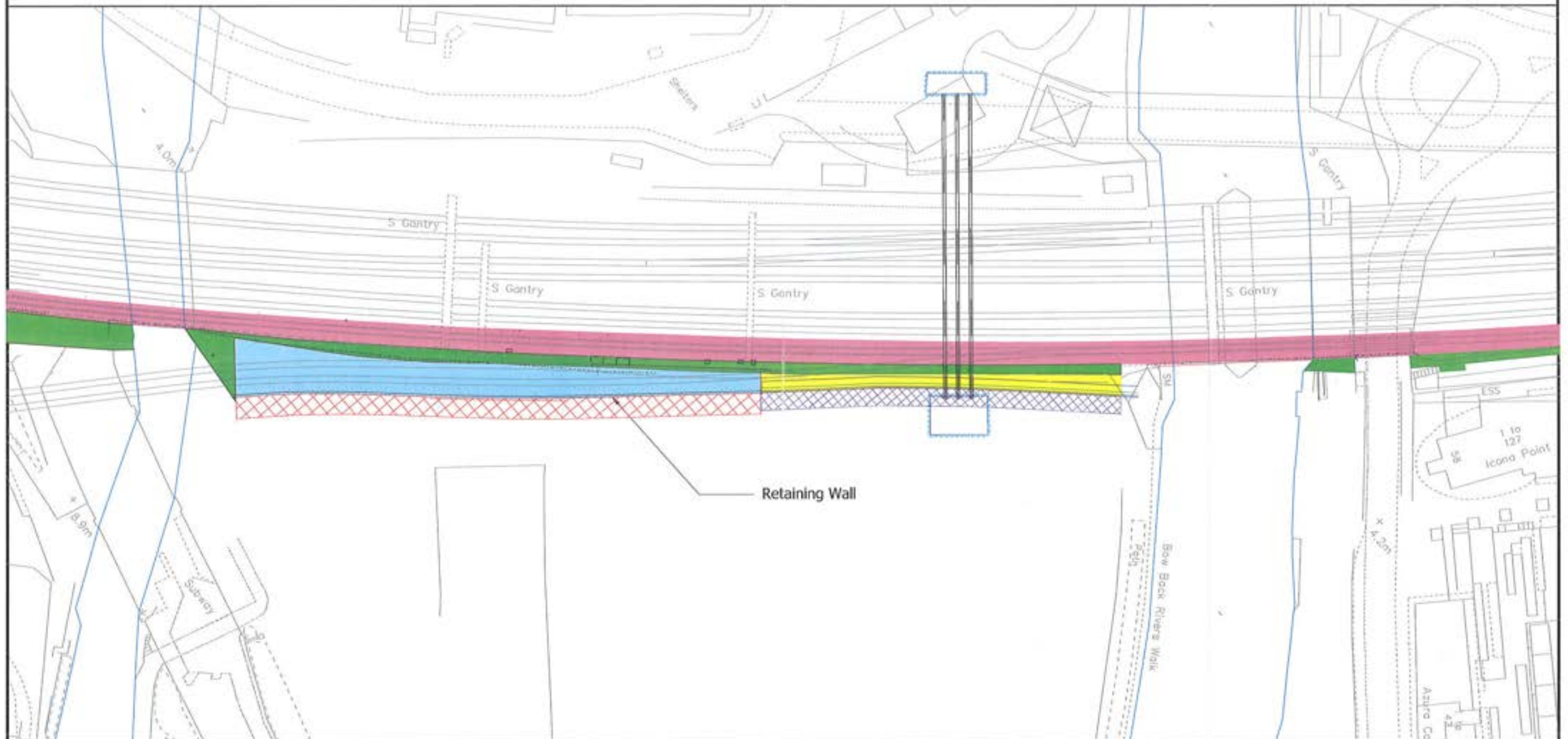
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ANNEXURE 10

NORTH ROUTE TWIN TRACKING LAND

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DOCKLANDS LIGHT RAILWAY



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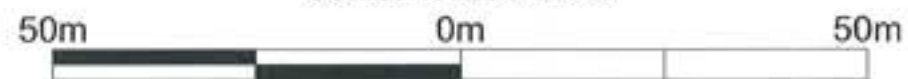
North Route Twin Tracking Land Annexure 10

Date: 25/09/12

Ref: N:\CAD\Stratford\Twin Track

Plan No: TT006_2

Scale: 1:1250 at A4



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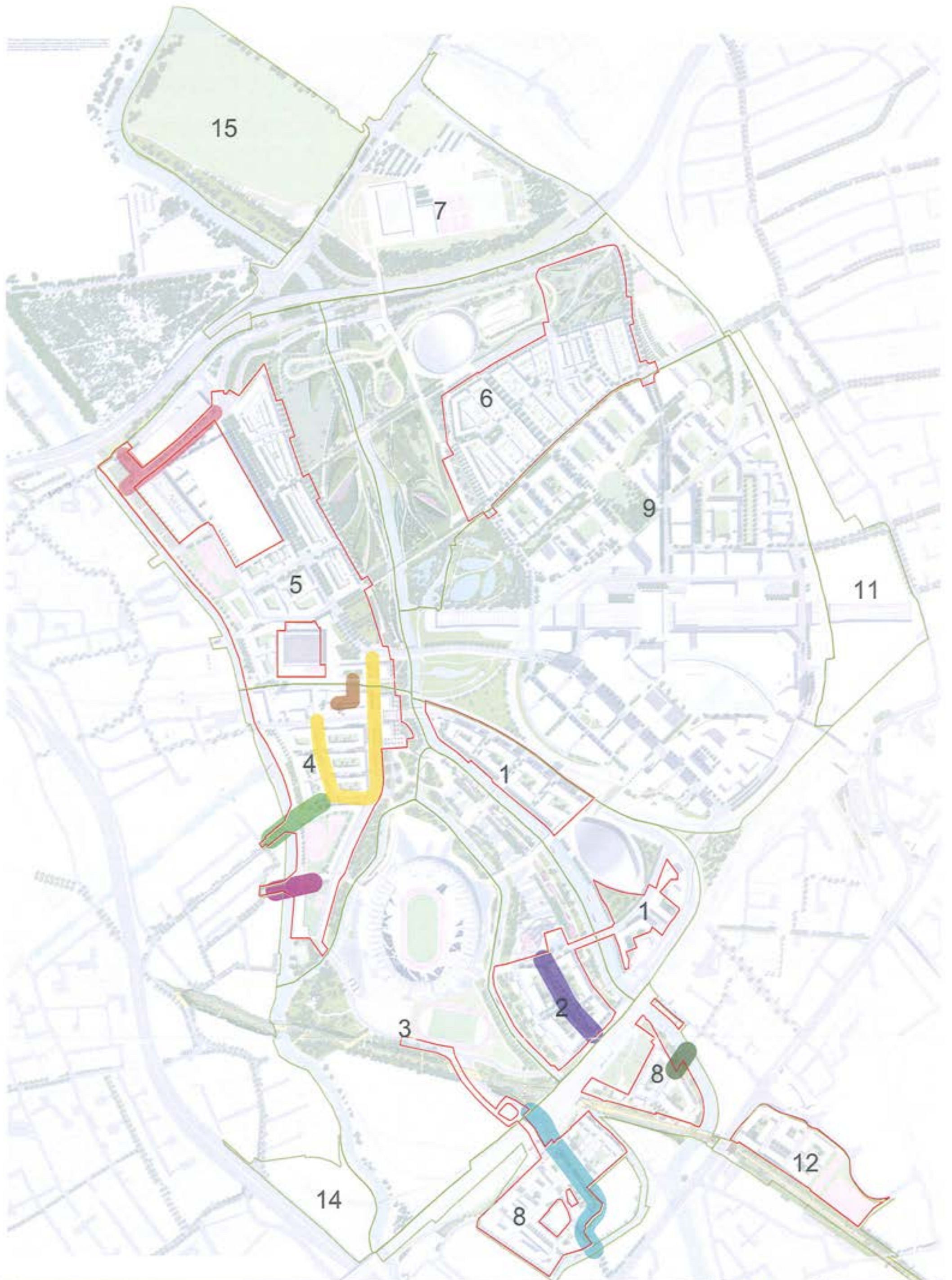
KEY:

- DLR Embankment Lease Area
- NRIL Supplemental Lease Land
- LLDC TFL Transfer
- LLDC TFL Protection Zone
- Proposed LLDC DLR Transfer
- LLDC DLR Protection Zone

ANNEXURE 11

ILLUSTRATIVE PLAN OF HIGHWAYS & BRIDGE LOCATIONS

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KEY LCS Planning Application Boundary Planning Delivery Zone Eastway Waterden Road bus link I03 F28		Bridge H14 Re-aligned loop road in PDZ 4 Bridge H16 PDZ 2 North-South secondary highway link Bridge E48 Re-aligned Marshgate Lane		N	 AZCOM Legacy Communities Scheme	Illustrative Plan of Highways and Bridge Locations Annexure 11 Number: 12508 Date: September 2012 Reference: LCS-GL3-L1-PDR-COM-GL3-006 Page: 8/10
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ANNEXURE 12
BRIDGE SAFEGUARDING ZONE

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- LCS Redline Boundary
- ▒ Bridge Safeguarding Corridor



London Legacy Development Corporation

**29-35 West Ham Lane
Stratford, London
E15 4PH**

**+44 (0) 20 3288 1800
info@londonlegacy.co.uk**

Project
Legacy Communities Scheme

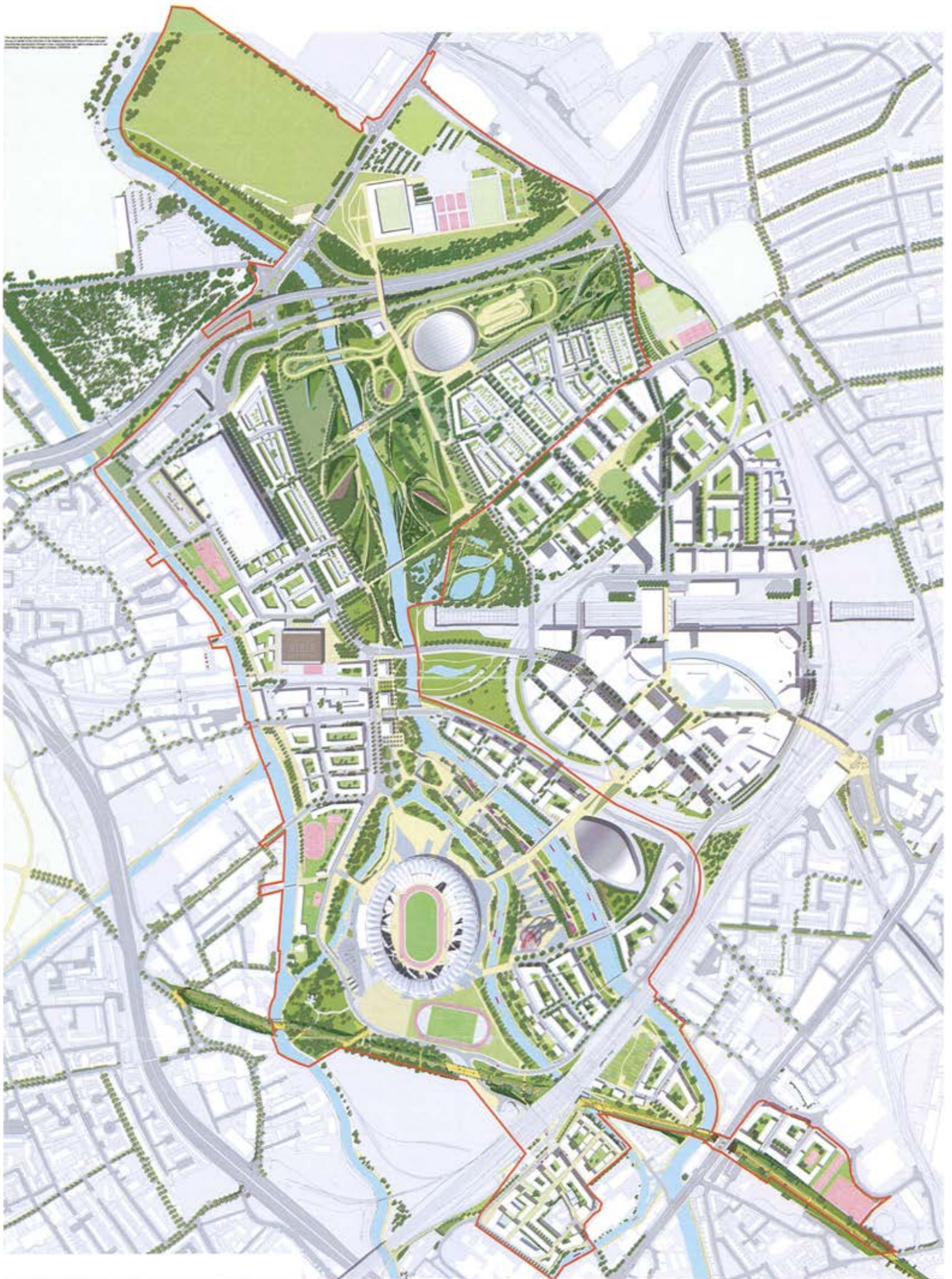
Location
Marshgate Wharf/International Quarter

Drawing Title
**Bridge Safeguarding Zone -
Annexure 12**

Issue: For information
Date: 2012-09-25
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Do not scale from this drawing.

ANNEXURE 13
OLYMPIC PARK

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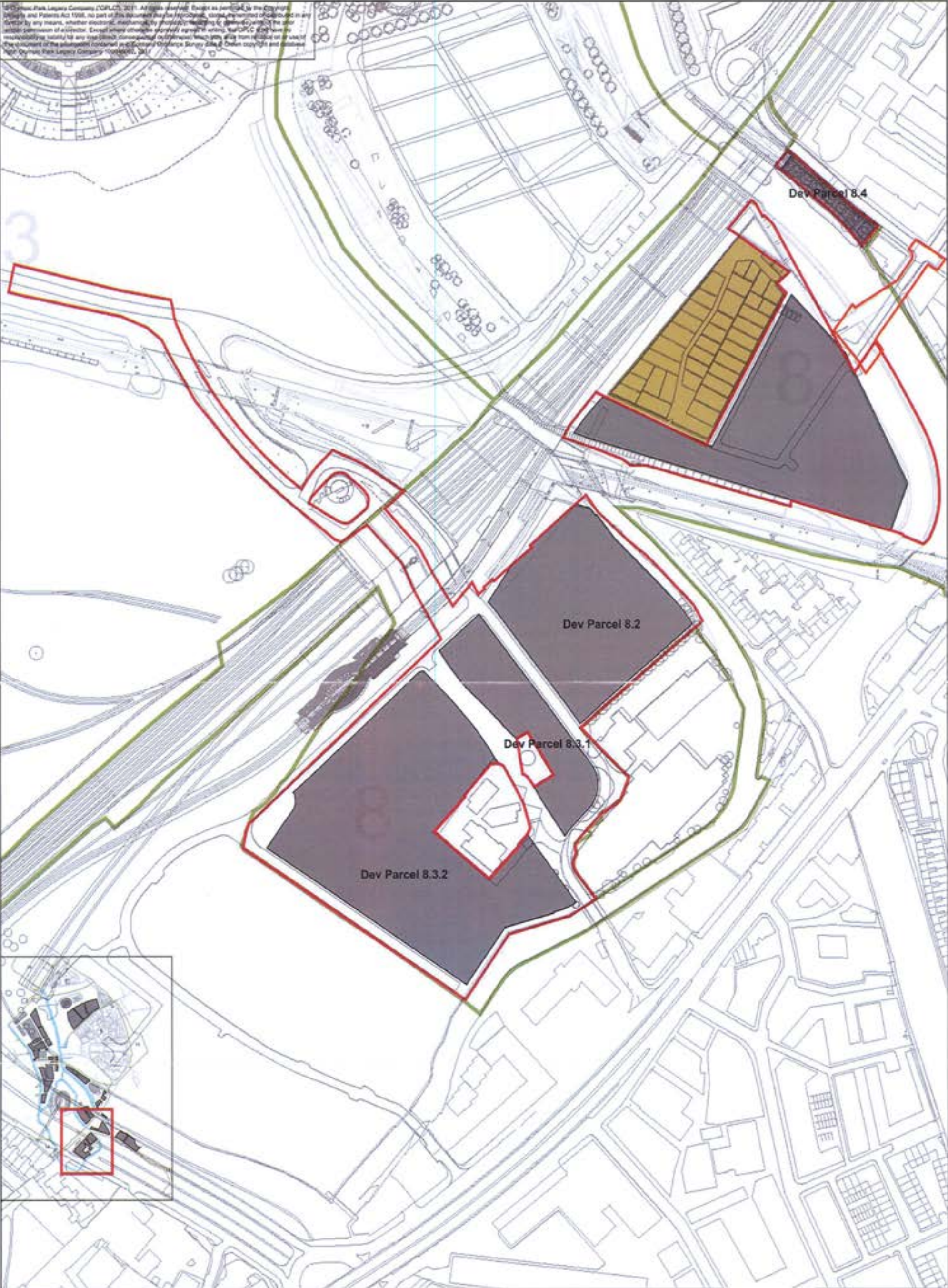
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	Olympic Park Boundary

	 AECOM	Olympic Park Plan Annexure 13
	Legacy Communities Scheme	Scale: 1:2500 Date: September 2012
		Project No: LCS-DWG-EL-PER-CON-GLB-002 0/01

ANNEXURE 14
E48 ALLOTMENT DRAWING

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- KEY**
- LCS Planning Application Boundary
 - Planning Delivery Zone
 - Allotments
 - E48 Planning Application Boundary

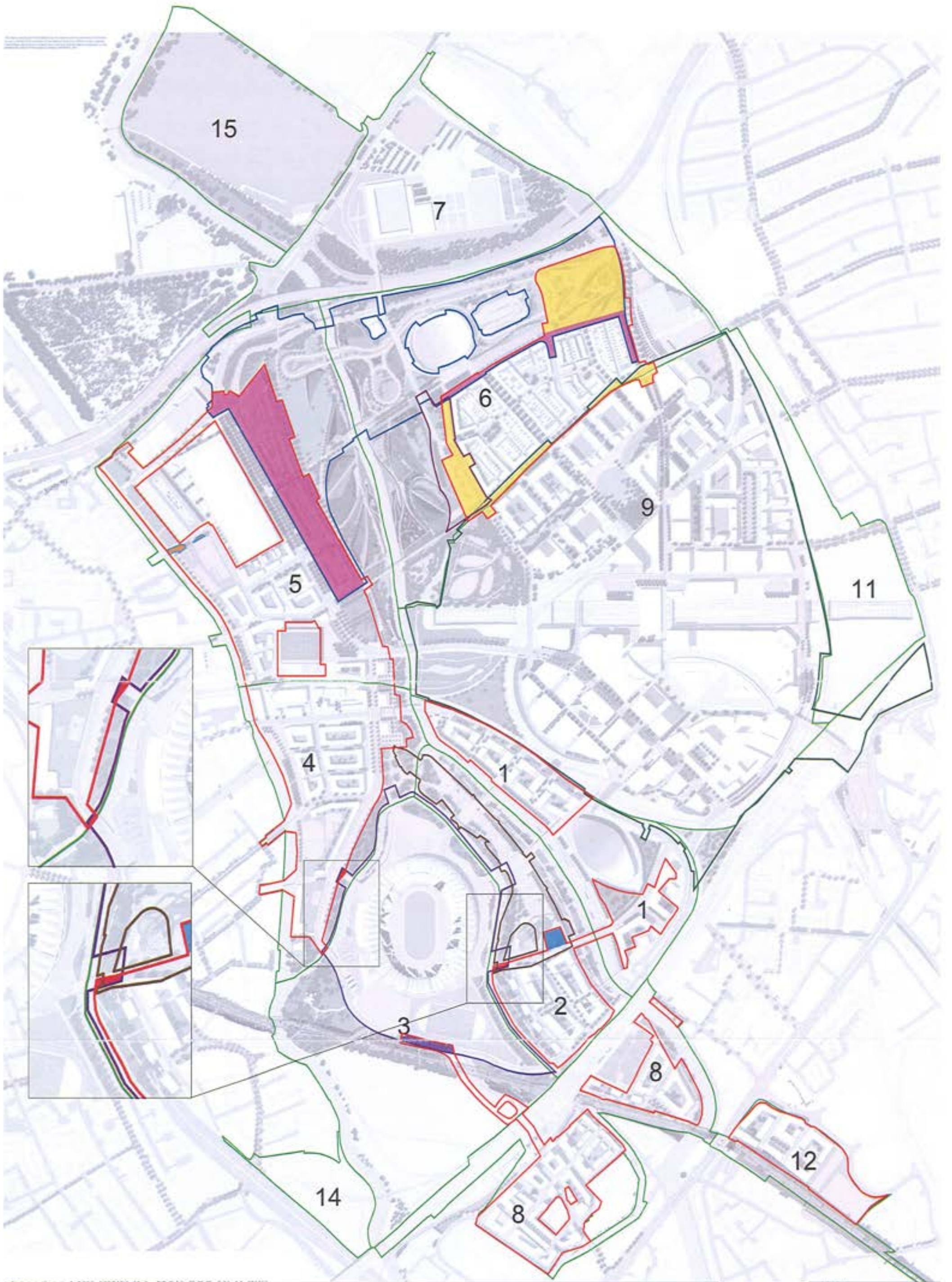
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AZCOM
 Legacy Communities Scheme
 E48 Allotment Drawing
 Annexure 14
 Scale: 1:2500
 Date: September 2012
 Drawing No: LCS-GLB-LL-PER-COM-PC02B-001 001

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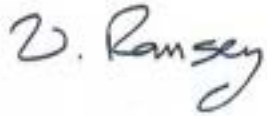
ANNEXURE 15
OVERLAPPING PERMISSIONS PLAN

DRAFT



KEY UCS Planning Application Boundary Planning Delivery Zone Boundary New North Parklands Application Boundary Bridge F13 Application Boundary Pink Area Yellow Area		Orange Area North Park Hub Application Boundary South Park Landscape Application Boundary Blue Area Stadium Island Application Boundary Purple Area		Red Area Stafford City Application Boundary		N	 AZCOM Legacy Communities Scheme	Drawing No: Overlapping Permissions Plan Annexure 15 Title No: 1.2568 Date: September 2012	
Notes:								LSC-DWG-EL-PDR-CON-GLB-612 801	

Dated this:



Vivienne Ramsey
Director of Planning Decisions
Olympic Delivery Authority

DRAFT

Olympic Delivery Authority

TOWN AND COUNTRY PLANNING ACT 1990

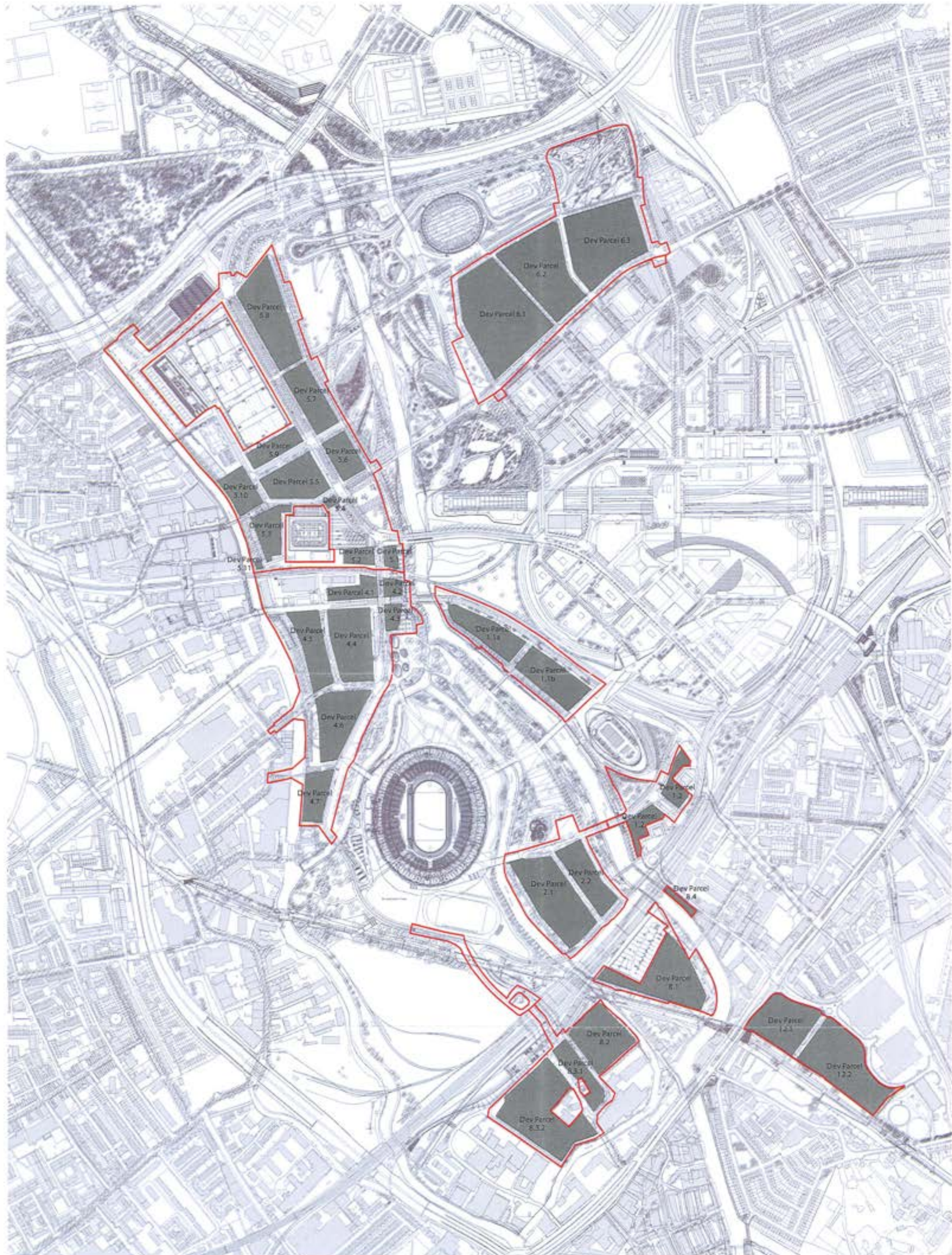
Appeals to the Secretary of State

- 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 the Environment under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to Newham Council) 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.planningportal.gov.uk/pcs. 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 Office of the Deputy Prime Minister 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.

APPENDIX 5
DEVELOPMENT PARCEL PLAN




KEY

	LCS Planning Application Boundary
	LCS Development Parcels

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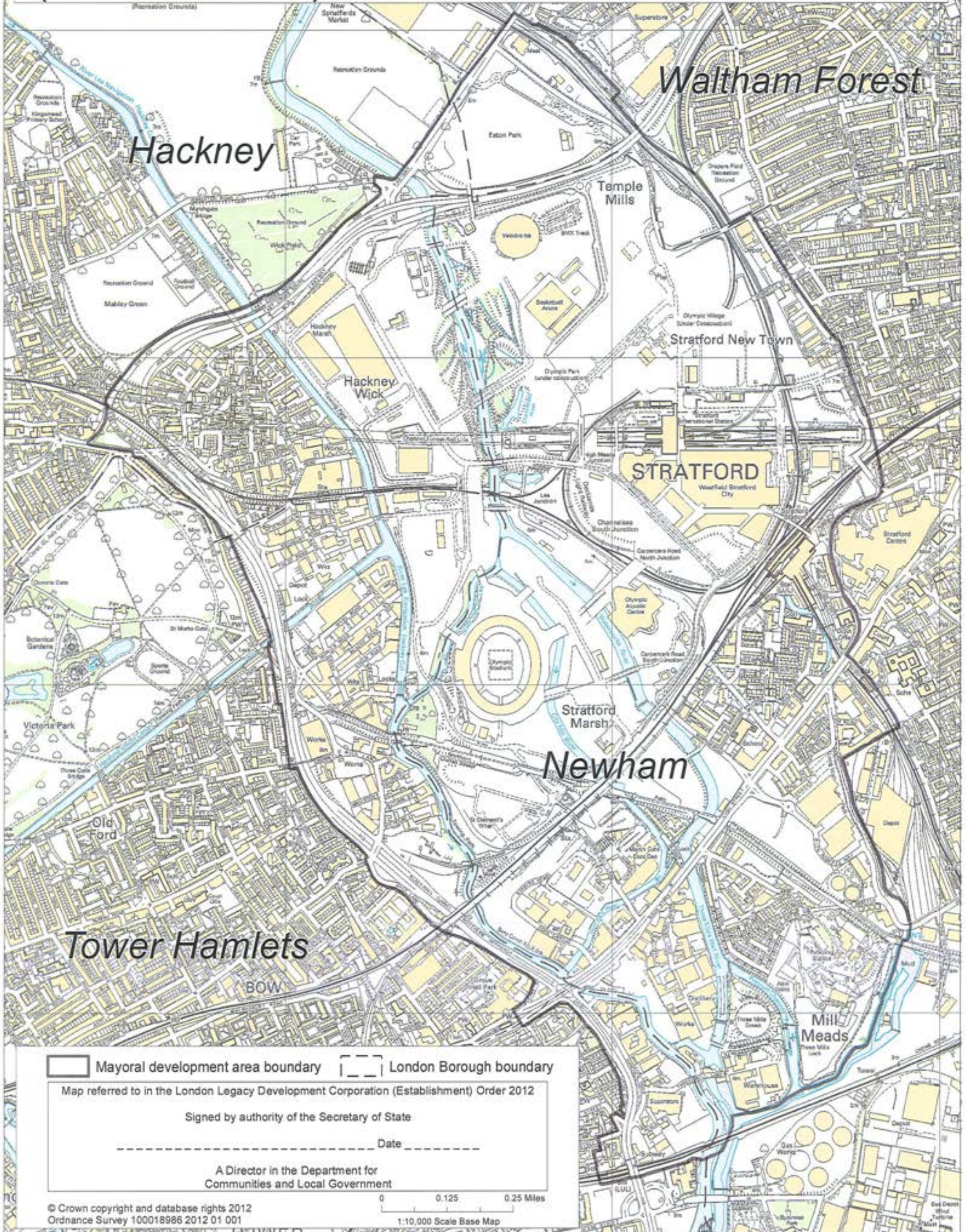
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 AZCOM Legacy Communities Scheme	Drawing Title LCS Development Parcel Plan S106 Appendix 5
	Date 1-2000
Drawing No. LCS-DWG-GL-PER-COM-GLB-013	Date 1 September 2012
Page 001	

APPENDIX 6

MDC AREA

The London Legacy Development Corporation (Establishment) Order 2012



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APPENDIX 7
BRIDGE SAFEGUARDING ZONE



- LCS Redline Boundary
- ▨ Bridge Safeguarding Corridor



London Legacy Development Corporation

**29-35 West Ham Lane
Stratford, London
E15 4PH**

**+44 (0) 20 3288 1800
info@londonlegacy.co.uk**

Project
Legacy Communities Scheme

Location
Marshgate Wharf/International Quarter

Drawing Title
**Bridge Safeguarding Zone -
S106 Appendix 7**

Issue: For information

Date: 2012-09-25

Scale: 1:1250

Drawn by: AR Checked by: KF

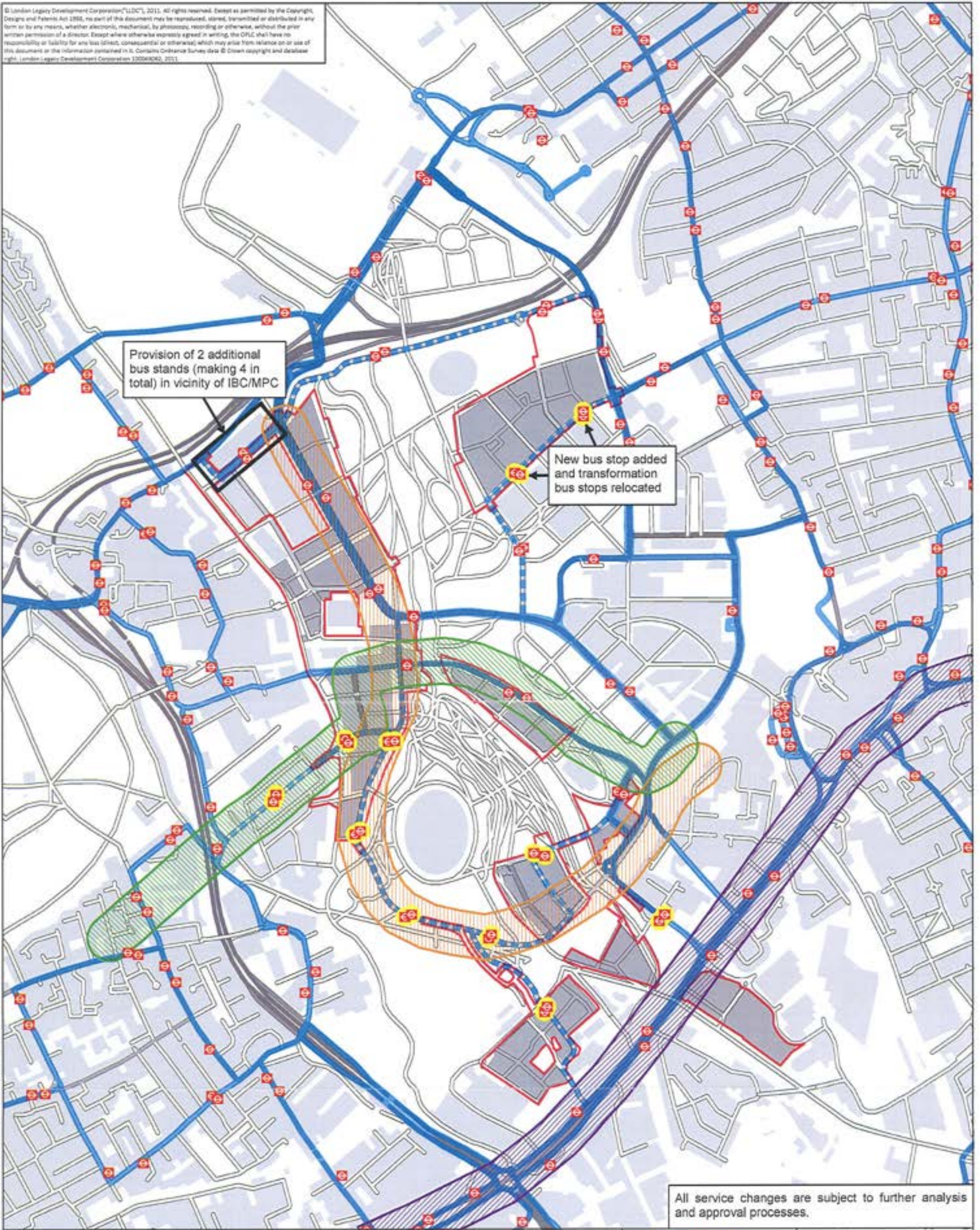
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APPENDIX 8

BUS INFRASTRUCTURE AND BUS SERVICE ENHANCEMENT PLAN

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All service changes are subject to further analysis and approval processes.

- | | |
|---|--|
| <p>Key</p> <ul style="list-style-type: none"> Indicative new stops in Legacy (+/- 50m) Stratford High Street East / West Corridor Stratford to South and West Park Corridor Stratford to Tower Hamlets via West Park Corridor | <ul style="list-style-type: none"> Roads used by buses in transformation Roads that could be used by buses LCS Planning Application Boundary Development Plots Existing or Transformation Bus Stops |
|---|--|

<p>Client</p> <p>LEGACY DEVELOPMENT CORPORATION</p>	<p>Drawing Title</p> <p>Bus Enhancement Plan s106 Appendix 8</p>
<p>Organisation</p> <p>ARUP</p>	<p>Scale (A3) 1:10,000</p> <p>Date 17.09.2012</p>
<p>Project Title</p> <p>Legacy Communities Scheme</p>	<p>Status</p> <p>ISSUE</p>
<p>Drwg. No.</p> <p>LCS-GLB-ACC-TA-001A-F5.11</p>	<p>Rev.</p> <p>00</p>

FILE REF: S:\1160002\181730\01 Legacy Communities\A Internal Project\Drawings\11-Phase2 Bus Routes_F08_S106_F1000.rvt

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APPENDIX 9

LTG OPERATING PROCEDURES

1. INTERPRETATION AND DEFINITIONS

1.1 Save where provided otherwise, words and expressions used in these Operating Procedures have the meaning assigned to them in Clause 1 of, and in Schedule 2 to, this Agreement.

1.2 For the purposes of these Operating Procedures, the following words and expressions have the meanings assigned

"CTMG" means the Construction Transport Management Group to be established by the LTG pursuant to paragraph 9.3 of these Operating Procedures in order to consider transport planning issues and traffic management issues relevant to the construction of the Development and to consider and agree procedures to enable transport and traffic management schemes to be developed, reviewed and approved for implementation;

"CTMP" means the Construction Transport Management Plan to be prepared and submitted to the LPA for approval pursuant to Condition LCS0.58;

"HWSWG" means the Hackney Wick Station Working Group to be established by the LTG pursuant to paragraph 9.3 of these Operating Procedures in order to assist the LTG in administering and prioritising the Hackney Wick Station Works;

"LTGDC" means the regeneration agency for east London formally known as the London Thames Gateway Development Corporation;

"Network Rail" means the company limited by guarantee of that name;

"OPTEMS Strategy" means the document of that name as from time to time prepared, agreed and approved pursuant to paragraph 6 of the Olympic Section 106 Agreement;

"SRSWG" means the Stratford Regional Station Working Group to be established by the LTG pursuant to paragraph 9.3 of these Operating Procedures in order to assist the LTG in administering and prioritising the Stratford Regional Station Works;

"STIG" means the Stratford Transport Implementation Group set up pursuant to the section 106 agreement in respect of the Stratford City Development;

"Stratford City Development"		means the large mixed-use development pursuant to the Stratford City Planning Permissions;
"Stratford City Planning Permissions"		means the following planning permissions: <ol style="list-style-type: none"> 1. P/03/0607 granted by the London Borough of Newham; 2. 06/90017/VARODA granted by the LPA; 3. 07/90023/VARODA granted by the LPA; 4. 10/90651/VARODA granted by the LPA; 5. 10/90641/EXTODA granted by the LPA; and 6. any subsequent planning permissions granted pursuant to section 74 of the 1990 Act;
"Stratford Masterplan"	Metropolitan	means the document of that named approved by the London Borough of Newham on 16 December 2010;
"Transport Assessment"		means the transport assessment submitted in support of the Application dated September 2011 and the transport assessment addendum submitted in February 2012;
"ZCTMP"		means the Zonal Construction Transport Management Plan to be prepared and submitted to the LPA for approval pursuant to Condition LCS0.59.

2. AIMS AND OBJECTIVES OF LTG

2.1 The LTG will have the following aims and objectives:

- 2.1.1 to administer, prioritise and approve funding for appropriate transport schemes identified to mitigate the defined transport effects of the Development. The types of transport schemes that could receive funding through the LTG are detailed further in paragraph 6 below;
- 2.1.2 to effectively manage and support Members of the LTG in bringing forward transport mitigation schemes which would assist in:
 - (a) as a primary objective of the LTG, mitigating the transport impacts of the Development through improving and promoting connectivity between the Site and the adjacent communities by improved pedestrian and cyclist facilities and accessibility to local public transport interchanges;
 - (b) reducing private vehicle trips to and from the Development;
 - (c) promoting sustainable transport modes; and

- (d) addressing the impacts of the Development generally;
 - 2.1.3 to review and assess the Review Report submitted by the Developer to the LTG pursuant to paragraph 3.1 of Schedule 2 to this Agreement;
 - 2.1.4 to review and assess (in order to inform the LTG's priorities, aims and objectives) the annual review report submitted by LLDC to the LTG pursuant to paragraph 8.1 of Schedule 2 to this Agreement;
 - 2.1.5 to review and assess (in order to inform the LTG's priorities, aims and objectives) the monitoring and review report submitted by LLDC to the LTG pursuant to paragraph 8.3 of Schedule 2 to this Agreement;
 - 2.1.6 to review and assess (in order to inform the LTG's priorities, aims and objectives) any reports submitted to the LTG pursuant to the Planning Permission;
 - 2.1.7 to take on the responsibilities of the OPTEMS Group. The aims and objectives of the OPTEMS Group are detailed in paragraph 5 of Schedule 4 to the Olympic Section 106 Agreement and the LTG will be able to spend the Unspent OPTEMS Contribution on transport schemes that are in accordance with the latest OPTEMS Strategy and/or aims and objectives of the former OPTEMS Group; and
 - 2.1.8 to work closely with STIG, or its replacement. If a mitigation or connectivity scheme is proposed at locations affected by both the Stratford City Development and the Development, the LTG will review how any composite scheme may be capable of being developed for implementation such as to enable the Development to proceed and the Stratford City Development to proceed and the appropriate level of funding from the LTG Funds would reflect any additional requirements which would not have arisen but for the Development.
- 2.2 A transport mitigation scheme proposed by a Member of the LTG shall not be considered to fall within the aims and objectives of the LTG if it can be reasonably demonstrated that such scheme falls within one of the following categories:
- 2.2.1 the measures directly required to accommodate the operational requirements of construction as defined through the CTMG, the developing CTMP and the ZCTMPs (as required by Conditions LCS0.58 and LCS0.59), provided always that, where indirect effects are identified during construction as a result of reassignment of flows due to these construction requirements any additional or enhanced works will be allocated to the scope of the LTG; and/or
 - 2.2.2 the direct operational requirements of the Olympic Park which are required for the Post-Games Transformation Phase save in respect of an Unspent OPTEMS Contribution; and/or
 - 2.2.3 the measures that do not mitigate the transport impacts of the Development.
- 2.3 The LTG is not to approve funding to any transport mitigation scheme within the Site unless otherwise agreed by the LPA and LLDC at the LTG meeting where the transport mitigation scheme is being considered.
- 2.4 When carrying out the aims and objectives referred to in paragraph 2.1 of this Appendix, the LTG will have regard to the following:

- 2.4.1 the primary objective of mitigating the impact of the Development on transport infrastructure in the local area including on the strategic transport network;
- 2.4.2 a commitment to the sustainability of the Development;
- 2.4.3 the efficient and effective application of funding (including any funding outside LTG which may be available) available to Members of the LTG for transport and related improvements in the vicinity of the Development;
- 2.4.4 the maximisation of any funding outside LTG available for any of the works or measures provided that such objective shall not require any such funding outside LTG to be made available;
- 2.4.5 the Development's relationship to existing transport schemes and programmes together with committed improvements arising from other developments in order to ensure a coordinated approach to manage the transport network;
- 2.4.6 a focus on transport schemes which are community based and local in nature, in a way that supports the LCS and ensures movement across the transport networks;
- 2.4.7 providing assistance to the Host Boroughs in prioritising and programming schemes over time by identifying and funding mitigation;
- 2.4.8 the statutory and regulatory framework in relation to a proposed measure and any statutory powers, obligations and restrictions upon any Member(s) of the LTG having a relevant statutory interest and/or a material commercial interest in relation to any proposed measure.

3. **LTG MEMBERSHIP**

- 3.1 At the request of LLDC (such request to be by no later than 16 November 2012), the following organisations will be invited in writing by the LPA to be a Member of the LTG:
 - 3.1.1 the LPA;
 - 3.1.2 LLDC;
 - 3.1.3 the Host Boroughs; and
 - 3.1.4 TfL.
- 3.2 At any time following its establishment, the LTG may also invite (if voted for by the LTG) the following to become a Member of the LTG:
 - 3.2.1 any third party organisation who from time to time is reasonably required and who is to have a vote in any LTG meeting; and
 - 3.2.2 any third party organisation who from time to time is reasonably required and who is to have a non-voting presence in any LTG meeting

and any organisation invited to become a Member of the LTG pursuant to this paragraph 3.2 may be removed through a vote of the LTG at any time following the reason for the organisation to be invited to become a Member of the LTG no longer subsists.

- 3.3 Each Member of the LTG shall be entitled to nominate the following numbers of representatives:
- 3.3.1 the LPA – one (who shall be in addition to the Chair);
 - 3.3.2 LLDC – two;
 - 3.3.3 the Host Boroughs – one each;
 - 3.3.4 TfL – two; and
 - 3.3.5 any third party organisation agreed as requiring a vote in paragraph 3.2.1 of this Appendix – one each.
- 3.4 Each Member of the LTG shall be entitled to the following allocation of votes:
- 3.4.1 the Chair – one vote and, in the event of a tie in the voting, a casting vote,
 - 3.4.2 the LPA – one vote;
 - 3.4.3 LLDC – two votes;
 - 3.4.4 the Host Boroughs – one vote each;
 - 3.4.5 TfL – two votes; and
 - 3.4.6 any third party organisation agreed as requiring a vote in paragraph 3.2.1 of this Appendix – one vote each.
- 3.5 In the event a Member of the LTG who is entitled to have more than one representative attend a meeting of the LTG only has a single representative at a meeting, then the vote of that single representative shall be classed as two votes in accordance with the allocation of votes in paragraph 3.4 of this Appendix.
- 3.6 The approval of the LTG may only be given on the basis of a majority vote and shall be consistent with the aims and objectives of the LTG set out in paragraph 2 of this Appendix.
- 3.7 All Members of the LTG shall have the right to participate fully in the aims and objectives of the LTG as set out in paragraph 2 of this Appendix. If a representative of a Member of the LTG is unable to attend then a substitute representative for that Member of the LTG will be permitted upon prior notice being given to the Chair of LTG.
- 3.8 Membership of the LTG will be for a minimum term agreed by LLDC and the LPA from time to time in order to ensure so far as practicable consistency and continuity in relation to the matters to be undertaken by the LTG.
- 3.9 Upon the expiry of any representative's term of office or in the event that any person resigns as a representative of any Member of the LTG or is otherwise unable to continue his/her duties for any reason, then LLDC will invite the relevant Member of the LTG to nominate a replacement representative to replace him or her as a representative of the Member of the LTG.
- 3.10 The LTG shall be considered established for the purposes of paragraph 7.1.1 of Schedule 2 to this Agreement upon the date of the first meeting of the LTG following the invitations issued by LLDC pursuant to paragraph 3.1 of this Appendix.

4. THE CHAIR OF THE LTG

The Chair of the LTG shall be a representative from the LPA (who shall be in addition to the representative of the LPA pursuant to paragraph 3.3 of this Appendix).

5. MEETINGS OF THE LTG

- 5.1 The LTG will meet at least every 6 (six) months or more frequently if agreed by the LTG. The first meeting to take place within 2 (two) months of LLDC inviting the organisations to be Members of the LTG pursuant to paragraph 3.1 of this Appendix.
- 5.2 Meetings will take place at a convenient location in Stratford to be agreed by the LTG from time to time unless it is impracticable on any occasion to do so in which case the relevant meeting will take place at an alternative location agreed by the LTG.
- 5.3 An urgent meeting of the LTG can be requested by any Member of the LTG (accompanied by details of the item or items to be considered at the meeting) and arranged with the agreement of the Chair.
- 5.4 The Chair of the LTG will give at least 10 (ten) Working Days prior notice of the date and time of the meeting to each Member of the LTG and will invite each Member of the LTG to notify the Chair of any items that such Member wishes to place on the agenda for consideration at such meeting.
- 5.5 As a minimum, the agenda for each meeting shall include:
- 5.5.1 a progress report on implementation of the schemes approved for LTG funding (including the transport mitigation schemes listed in paragraph 6 below) showing physical and financial progress and forecasts for the remainder of the relevant year and (if relevant) an update on any schemes which will no longer be required or which have not received the necessary statutory/regulatory approvals or consents required to proceed;
 - 5.5.2 updated monitoring information and (if relevant) a report on proposals or changes or improvements to transport modelling as a result of new or updated monitoring information or assumptions;
 - 5.5.3 any changes in the transport policy affecting any Member of the LTG;
 - 5.5.4 any requirements for mitigation measures;
 - 5.5.5 an update on the activities of the CTMG including the CTMG's project report required to be produced by the CTMG pursuant to paragraph 9.6 of this Appendix;
 - 5.5.6 an update on the activities of the HWSWG including the HWSWG's project report required to be produced by the HWSWG pursuant to paragraph 9.7 of this Appendix;
 - 5.5.7 an update on the activities of the SRSWG including the SRSWG's project report required to be produced by the SRSWG pursuant to paragraph 9.7 of this Appendix;
 - 5.5.8 an update on the activities of any other sub-working group established by the LTG including such sub-working group's project report required to be produced by the a sub-working group pursuant to paragraph 9.7 of this Appendix;
 - 5.5.9 any suggested recommendations which any Member of the LTG reasonably suggests should be made to the CTMG, HWSWG, SRSWG and/or any other

sub-working group provided always that such recommendation shall only be made to the CTMG, HWSWG, SRSWG and/or any other sub-working group if agreed by the LTG.

- 5.6 The Chair of the LTG shall circulate the agenda and associated papers for each meeting of the LTG at least 5 (five) Working Days prior to the meeting, and will keep the minutes of each meeting, and circulate copies of the draft minutes to each representative of each Member of the LTG within 10 (ten) Working Days of such meeting taking place.

6. **TRANSPORT MITIGATION TOPICS**

- 6.1 With reference to Schedule 2 to this Agreement and the Planning Permission, the following transport mitigation schemes are schemes that will be managed through, and funding approved for by, the LTG. Each transport mitigation scheme will be allocated funds as defined in Schedule 2 to this Agreement.

6.2 **Area Wide Connectivity and Junction Improvements**

- 6.2.1 Through the Transport Assessment, a number of junction effects have been identified that reach the defined capacity conditions. The locations of these effects are distributed within the Host Boroughs and at various distances from the Site.
- 6.2.2 Stakeholder discussions have indicated that mitigation of sites located closer to the Site are of higher priority and that the LTG Funds should be prioritised to address mitigation for these locations. These locations are defined in Schedule 2 to this Agreement as the "Offsite Junctions" and "Pedestrian and Cycle Connections."
- 6.2.3 A number of connectivity schemes have been identified which improve walking and cycling links between adjacent communities and the Site, and access to public transport.
- 6.2.4 It is also recognised that the Host Boroughs' planning policies do not promote highway capacity increases and favour connectivity that promotes sustainable transport. Therefore, it is an aim and objective of the LTG to prioritise the development and promotion of transport mitigation schemes that improve and mitigate the Development's effects through enhancements at junctions and links with the Site for walking and cycling.
- 6.2.5 The initial allocation for connectivity and junction improvements totals £3,533,000 (three million five hundred and thirty three thousand pounds) (Indexed) (termed the "Offsite Junctions and Connections Contribution" in Schedule 2 to this Agreement) and is to be paid into the LTG Account and schemes approved by the LTG in accordance with paragraph 7.5 of Schedule 2 to this Agreement.
- 6.2.6 LTG may also consider additional bus infrastructure mitigation (other than that provided for by paragraphs 1 and 2 of Schedule 2 to this Agreement) to improve connectivity to the Site. These schemes may be linked to junction and connectivity improvements.

6.3 **Hackney Wick Station Improvements and Connectivity**

- 6.3.1 The Transport Assessment identifies a significant increase in passenger movement at Hackney Wick Station due to the Development. Whilst Hackney Wick Station in capacity terms could accommodate this increase, the promotion of sustainable modes and also the refocus of Hackney Wick

Station connectivity towards the Site would benefit from modification of facilities at Hackney Wick Station.

- 6.3.2 Studies undertaken by Network Rail and LTGDC have identified works involving removal of existing ramps, introduction of lifts, modified ticket hall, and a new underpass. These works include compliance with the Disability Discrimination Act 1995 and the Disability and Equality Act 2010. Such improvements to Hackney Wick Station's operations and efficiency will promote sustainable modes not just for the Development but for other nearby developments currently being planned.
- 6.3.3 With respect to the Hackney Wick Station Contribution (a sum of £4,000,000 (four million pounds) (Indexed) as defined in Schedule 2 to this Agreement and to be paid into the LTG Account in accordance with paragraph 7.4 of Schedule 2 to this Agreement), the LTG may approve schemes (termed as "Hackney Wick Station Works" in Schedule 2 to this Agreement) to be funded from the Hackney Wick Station Contribution as follows:
- (a) improvements to focus on improved access, connectivity and pedestrian connections with the Site;
 - (b) the provision of facilities compliant with the Disability Discrimination Act 1995 and the Disability and Equality Act 2010;
 - (c) improvements to connectivity to/from the Site via Wallis Road and H10; and
 - (d) improvements to connectivity to/from the Site via White Post Lane.
- 6.3.4 The LTG is to work with stakeholders to develop a scheme for the Hackney Wick Station Works for implementation by 2025 in order to mitigate effects of the Development by improving connectivity from the Site to Hackney Wick Station. If by that date or before (if the Developer, TfL and the LPA agree that the Hackney Wick Station Works do not have a realistic prospect of being progressed) all or part of the Hackney Wick Station Contribution remains uncommitted, such amount that remains uncommitted is to be added to the Offsite Junctions and Connections Contribution in accordance with paragraph 7.6.10 of Schedule 2 to this Agreement for the LTG to approve funding in accordance with its aims and objectives and, in particular, could include schemes that provide public transport mitigation or promote connectivity to the Development in the Hackney Wick area.
- 6.3.5 The Hackney Wick Station Contribution can be used for design works in respect of the Hackney Wick Station Works as well as the implementation of the Hackney Wick Station Works. The LTG will continue to administer the Unspent OPTEMS Contribution approved in principle for Hackney Wick Station, and the LTG can consider providing further sums from the Unspent OPTEMS Contribution if in accordance with the latest OPTEMS Strategy and/or the terms of reference of the former OPTEMS Group.

6.4 **Stratford Station Western Access**

- 6.4.1 The introduction of a new western access to Stratford Regional Station has been identified through the Stratford Metropolitan Study. This scheme proposes a new public access to the west of Stratford Regional Station.
- 6.4.2 The Development is to contribute to this scheme to the total of £200,000 (Indexed) (defined as the "Stratford Regional Station Contribution" in Schedule 2 to this Agreement). The Stratford Regional Station Contribution includes assisting in the introduction of a new public station access and/or

improvements to its connection with Gibbins Road (termed the "Stratford Regional Station Works" in Schedule 2 to this Agreement).

- 6.4.3 The Stratford Regional Station Works will improve the connectivity of the Development to the west of the Stratford Regional Station at PDZs 2, 8 and 12.
- 6.4.4 If by 2025 or before (if the Developer, TfL and the LPA agree that the Stratford Regional Station Works are not likely to proceed) all or part of the Stratford Regional Station Contribution remains uncommitted, such amount that remains uncommitted is to be added to the Offsite Junctions and Connections Contribution in accordance with paragraph 7.6.11 of Schedule 2 to this Agreement for the LTG to approve funding in accordance with its aims and objectives.

7. ADDITIONAL CONTRIBUTIONS

In the event that additional monies are deposited into the LTG Account pursuant to the terms of this Agreement (for example the difference between the gross cost of the Bus Service Enhancements to be provided pursuant to the relevant Sponsored Route Agreement and the Net SRA Amount (pursuant to paragraph 1.13 of Schedule 2 to this Agreement) and the Remaining Funds (pursuant to paragraph 3.3 of Schedule 2 to this Agreement), approvals on the allocation of this additional funding will be made by the LTG in accordance with the aims and objectives of the LTG.

8. GUIDANCE

The LTG may produce its own guidance (adopted through a vote of the LTG), for example on the sorts of schemes that are likely to be approved by the LTG for funding from the LTG Funds and how such schemes may be prioritised with regard to the phased payments of the LTG Funds. The LTG may produce its own administrative tools such as a pro-forma to standardise the approval request process as set out in paragraphs 7.6.3 to 7.6.11 (inclusive) of this Appendix.

9. ASSOCIATED WORKING GROUPS

- 9.1 The LTG is to operate as the lead transport group for the administration, prioritisation and approval of funding for appropriate transport schemes identified to mitigate the defined effects or those necessary to deliver the Development throughout its development phases.
- 9.2 To assist the LTG in its aims and objectives, the LTG is to establish a CTMG and may establish other sub-working groups. Such other sub-working groups in addition to the CTMG may include (but not limited to) the HWSWG and the SRSWG. The LTG may also choose to form other smaller sub-working groups as a review panel to consider the funding submissions and make recommendations to the wider LTG.
- 9.3 The LTG shall establish the CTMG by no later than Commencement of the Development and if other sub-working groups are to be established, the LTG shall establish such sub-working groups in good time for when the Developer is obliged to deposit the contribution applicable to the remit of each sub-working group.
- 9.4 The LTG shall agree the membership and remit of each sub-working group, and the Chair of the LTG shall invite the agreed organisations to become members of each sub-working group. Membership of each sub-working group is expected to have a number of common representatives in addition to topic specialists.
- 9.5 The LTG can also agree to disband any sub-working group at an appropriate time, for example at the completion of the Hackney Wick Station Works or if it is agreed that the Hackney Wick Station Works do not have a realistic prospect of being progressed.

9.6 The CTMG shall produce a project report to the LTG updating the LTG on the transport planning issues and traffic management issues relevant to the Development during the Development's construction phase.

9.7 Each sub-working group established by the LTG, save for the CTMG, will provide project reports to the LTG recommending whether transport mitigation schemes should be approved for LTG Funding.

10. APPROVAL OF FUNDS BY THE LTG

10.1 Each Member of the LTG has the right to propose to the LTG a transport mitigation scheme to receive funding from the LTG Funds. The approval process is set out in paragraphs 7.6.3 to 7.6.11 (inclusive) of Schedule 2 to this Agreement.

10.2 The LTG shall favour using the LTG Funds to fund the implementation of schemes, rather than the funding of feasibility and design work as far as possible, recognising that most schemes will include an element of design work. However, such design/feasibility costs shall be kept to a minimum. The LTG shall seek to prevent abortive feasibility and design work by favouring appropriate schemes that are likely to be practicable and implemented.

11. REVIEW OF THE LTG AND FINANCIAL REPORTING

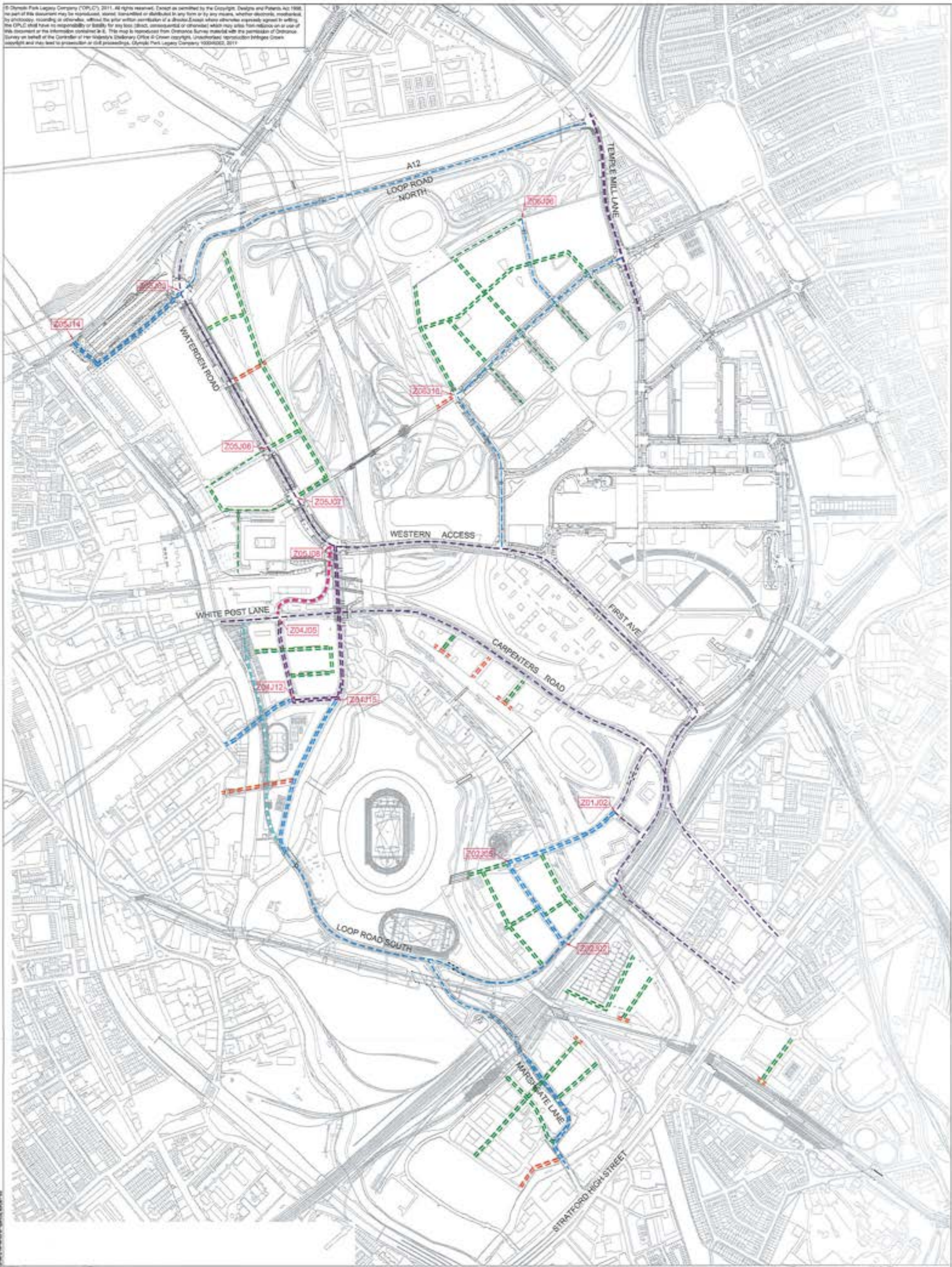
11.1 The operation and membership of the LTG will be reviewed every two years by LLDC and the LPA until the LTG ceases to exist and any changes agreed by them will be implemented as soon as reasonably practicable by the Chair of the LTG.

11.2 A financial report of the expenditure from, the remaining balance and any outstanding commitments of the LTG Account is to be produced by the LPA in advance of each LTG meeting and circulated by the Chair to the Members of the LTG as one of the meeting papers.

11.3 Until such a time as the Unspent OPTEMS Contribution is all spent, a financial report of expenditure and any outstanding commitments from the Unspent OPTEMS Contribution shall also be produced by the LPA in advance of each LTG meeting and circulated by the Chair to the Members of the LTG as one of the meeting papers.

APPENDIX 10
PRIMARY AND SECONDARY ROADS

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Code	Description
Z05J14	Waterden Road
Z06J16	Loop Road North
Z05J06	Waterden Road
Z05J07	Waterden Road
Z05J08	Waterden Road
Z04J05	White Post Lane
Z04J12	White Post Lane
Z04J15	White Post Lane
Z02J05	Loop Road South
Z01J02	Loop Road South
Z02J02	Loop Road South
Z06J18	Margate Lane

Code	Description
Z05J14	Waterden Road
Z06J16	Loop Road North
Z05J06	Waterden Road
Z05J07	Waterden Road
Z05J08	Waterden Road
Z04J05	White Post Lane
Z04J12	White Post Lane
Z04J15	White Post Lane
Z02J05	Loop Road South
Z01J02	Loop Road South
Z02J02	Loop Road South
Z06J18	Margate Lane

Appendix 1 of the Planning Obligations Agreement



 Project No: Legacy Communities Scheme

 Date: 10/10/2011

 Status: Final

 Drawing No: S106 Appendix 10

 Scale: 1:1000

 Author: [Name]

 Checker: [Name]

 Date: 10/10/2011

 File No: [Number]

 Rev: [Number]

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APPENDIX 11

LCSCPG OPERATING PROCEDURES

1. SCOPE OF THE LCSCPG

1.1 The LCSCPG will have the following scope. To:

- 1.1.1 review, consider and provide comments on each draft of the LCS Careers Programme (including whether the LCSCPG Contribution is proportionate to the content of the LCS Careers Programme) submitted by the Developer to the LCSCPG pursuant to paragraph 6.1 and paragraph 6.3 of Schedule 9;
- 1.1.2 advise the Developer on the optimal expenditure from the LCSCPG Contribution so as to deliver the aims, objectives and measures (including those detailed in paragraph 6.6 of Schedule 9) set out in each LCS Careers Programme for the relevant LCS Operational Period; and
- 1.1.3 review, consider and provide comments on each monitoring and review report submitted by the Developer to the LCSCPG pursuant to paragraph 7.1 of Schedule 9.

1.2 The Developer and the LPA agree that, when carrying out the functions referred to in paragraph 1.1 of this Appendix, the LCSCPG will have regard to the specific aim of maximising the jobs, training, pre-apprenticeship and apprenticeship opportunities presented by the Development for the benefit of the Host Boroughs.

2. ESTABLISHMENT OF THE LCSCPG

2.1 To establish the LCSCPG, the Developer shall:

- 2.1.1 nominate one representative of the Developer to be a LCSCPG member; and
- 2.1.2 invite each of the following organisations to nominate one representative from that organisation to be a LCSCPG member:
 - (a) the LPA;
 - (b) the Host Boroughs; and
 - (c) any third party organisation who is from time to time reasonably required and agreed by the Chair to attend as a non-voting presence in any meeting of the LCSCPG.

2.2 The Chair of the LCSCPG shall be the representative from one of the LCSCPG member organisations, elected to the post by a majority of the LCSCPG members.

2.3 For the election of the Chair of the LCSCPG, all LCSCPG members shall have a single vote. In the event of a tie, the representative of the LPA shall have the casting vote.

2.4 LCSCPG members are expected to identify an alternative representative from their respective organisations as cover if they are unable to attend a meeting of the LCSCPG.

3. MEETINGS OF THE LCSCPG

- 3.1 The LCSCPG will meet at least twice in every year (or more frequently if reasonably requested by the Developer or the LPA). The first such meeting to take place within three months following the establishment of the LCSCPG.
- 3.2 In respect of each meeting of the LCSCPG as referred to in paragraph 3.1 of this Appendix, the Chair of the LCSCPG will:
- 3.2.1 give at least 20 Working Days prior notice of the date and time of the meeting to each LCSCPG member; and
 - 3.2.2 invite each LCSCPG member to notify the Chair of the LCSCPG of any items that such member wishes to place on the agenda for consideration at such meeting.
- 3.3 The agenda for each meeting of the LCSCPG will comprise any matter which is required to be submitted or referred to the LCSCPG under this Agreement at the next available meeting in accordance with paragraph 3.5 of this Appendix, any additional items which the Chair of the LCSCPG considers should be included on the agenda and any other items notified by any other LCSCPG member pursuant to paragraph 3.2.2 of this Appendix at least 10 Working Days prior to the date of the meeting.
- 3.4 The Chair of the LCSCPG shall circulate the agenda and associated papers for each meeting of the LCSCPG at least 5 Working Days prior to the meeting and will keep the minutes of every such meeting and circulate copies of the same to all LCSCPG members within 5 Working Days of such meeting taking place.
- 3.5 Where in this Agreement any matter is required to be submitted or referred to the LCSCPG, then this will be construed as a requirement that the matter be submitted or referred to the LCSCPG at the next available meeting of the LCSCPG.

4. DURATION OF THE LCSCPG

The LCSCPG will exist until the Completion of the Development or such other date as may be agreed by the Developer and the LPA.

5. COSTS AND EXPENSES OF LCSCPG

The Developer will be responsible for the costs of convening meetings of the LCSCPG, making available accommodation for meetings of the LCSCPG and all other reasonable administrative expenses properly incurred in relation to the LCSCPG. No LCSCPG member other than the Developer will be responsible for any administration costs of the LCSCPG.

6. PERIODIC REVIEW OF THE LCSCPG

The operation of the LCSCPG will be reviewed annually by the Developer and the LPA until the LCSCPG ceases to exist pursuant to paragraph 4 of this Appendix and any changes agreed by them will be implemented as soon as reasonably practicable by the Chair of the LCSCPG.

APPENDIX 12

PDZ GROSS DEVELOPMENT COSTS AND SPDZ GROSS DEVELOPMENT COSTS

The following cost items relate solely to items to be incurred by Development Partners in relation to the Proposed PDZ Development and Proposed SPDZ Development within each PDZ and SPDZ which, where relevant, may consist of any Transferred LLDC Works and Commitments Costs.

1. The reasonable costs properly incurred of all Site preparation works, soil and archaeological works and other associated ancillary works including service diversion costs, the cost of removing any structures and environmental clean up and remediation of any contamination.
2. Proper and reasonable infrastructure costs and construction costs of the Proposed PDZ Development and Proposed SPDZ Development and any other building works to facilitate the Proposed PDZ Development and Proposed SPDZ Development either within the PDZ or SPDZ (as applicable) or within the Olympic Park (whether as a planning obligation or condition or otherwise) including the cost provision of hoardings, the costs of landscaping, construction of highways, bridges and footpaths, the provision of access to the Development, the provision of new or alternative services or facilities for the Development including drains, balancing ponds, sewers, and conducting media, and the construction of the buildings within the Development.
3. All costs, expenses, fees and disbursements associated with or in any way relating to the working up and production of the relevant ZMP, SZMP or part thereof (and any agreed variation thereto from time to time).
4. The cost of working up and submitting any planning application and pursuing any planning permission and/or reserved matters (whether or not in each case obtained and whether or not on appeal or following a call-in) and the cost of negotiating and settling any planning agreement made pursuant to section 106 of the 1990 Act and all costs incurred in connection with any variations or other Consents (including but not limited to the fees of any planning consultant, any application fees and any building regulation fees).
5. The costs and fees of a local or competent authority in connection with obtaining planning permission and/ or reserved matters or any Consents.
6. All planning and/or building regulation fees or other licence or permit fees properly payable in connection with the approval of the Proposed PDZ Development or Proposed SPDZ Development (as applicable) and the proper costs of obtaining and complying with all relevant statutory Consents (including the costs of pre-application discussions, planning performance agreements, discharging conditions and complying with any planning permission).
7. All contributions, payments or works required to be made or carried out under or pursuant to any planning agreement made pursuant to section 106 of the 1990 Act or other document necessary to effect any part of the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
8. Any Community Infrastructure Levy, Crossrail contribution or other necessary contribution payable in relation to the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
9. The cost of any environmental audit and/or survey, ground investigation, traffic assessments, measured survey or surveys, geotechnical surveys, structural building surveys and topographical surveys or any other surveys properly required in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable).

10. Fees and disbursements of any professional advisor, consultant or project manager appointed by the Development Partner in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable) including, but not limited to, all fees and disbursements in connection with agreeing terms for the acquisition or disposal of freehold and other interests in the PDZ or SPDZ (as applicable) and the fees and disbursements of any letting agents and any sales agents.
11. The fees of cost consultant / auditors of the Development Partner in respect of the preparation, completion and certification of accounts used to assess PDZ Gross Development Costs.
12. All proper and reasonable marketing costs incurred, including marketing, advertising and promotional costs and costs relating to the installation, equipping, staffing and running of any sales office constructed and/or located within the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
13. All proper and reasonable costs incurred in delivering management and maintenance of the Proposed PDZ Development or Proposed SPDZ Development (as applicable), including maintenance, repair, cleaning, empty rates and other vacant property costs, and the proper and reasonable costs of such other obligations as shall be required to be undertaken in accordance with the principles of good estate management in respect of the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
14. The proper and reasonable cost of providing security in respect of the properties within the PDZ or SPDZ (as applicable) including costs properly and reasonably incurred in the provision of a security officer and other management and security staff for said properties.
15. All rates, water rates, taxes, duties, charges, disbursements and outgoings paid by the Development Partner or on its behalf whether preliminary, local or otherwise assessed, properly charged or imposed in respect of the properties within the PDZ or SPDZ or any part of it or the owner or occupier of it, to the extent that such sums are not payable by or recoverable from a third party.
16. All reasonable amounts properly paid for obtaining and/or complying with any necessary consents from or in settling any claims by neighbouring owners or occupiers and any grants, releases, waivers, modifications and variations of rights of easements, covenants and other matters necessary or desirable to enable the Proposed PDZ Development or Proposed SPDZ Development (as applicable) to be completed, used and occupied for the purposes contemplated.
17. Any costs, claims, charges, compensation, damage or expenses incurred or payable (including those in respect of any action or proceedings brought by or against the Development Partner but not in circumstances where the Development Partner or persons under its control are negligent nor as a result of any unlawful interference with rights for which the Developer Partner is responsible) in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or for the protection or preservation of the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or any part or parts thereof and any interest therein or any part thereof or any rights benefiting the same (including but not limited to the expulsion of trespassers and the effecting of security arrangements) or in respect of any claim under the Land Compensation Act;
18. The reasonable and proper costs and expenses (including all professional fees, compensation or disturbance payments) for acquiring any land, easements or rights or obtaining any variations, releases or waivers of any covenants or rights to enable the carrying out of the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or any part or parts of it (including but not limited to any payments made to

adjoining landowners, occupiers, utilities companies to acquire rights of access to any part of the PDZ or SPDZ (as applicable)) including all legal and other fees incurred or to be incurred in relation thereto;

19. The fees of any independent surveyor or other expert appointed under the provisions of any sale or funding agreement or this agreement;
20. The cost of insurance of or relating to the PDZ or SPDZ (as applicable) or any part or parts of it, including insurance properly required respect of in any title matter relating to the PDZ (as applicable);
21. Stamp Duty Land Tax and Land Registry fees properly payable as a direct result of the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
22. Interest on all items listed in this schedule, including any bank (or other financier's) arrangement and exit fees and valuation and legal fees;
23. Development Partner's reasonable profit margin
24. Any VAT on any expenditure referred to in this Appendix until such time as such VAT is recovered by way of credit or repayment.
25. The costs and expenses (including all professional fees) of providing and completing any adoption agreements, dedication agreements, bonds or guarantees required to be provided in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or any part or parts or it (as the case may be);
26. Any other reasonable cost, expense or charge properly incurred by or on behalf of the Development Partner in connection with the Development.