

DATED

30<sup>th</sup> September

2013

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM
- (3) STRATFORD CITY DEVELOPMENTS LIMITED
- (4) LDC (ANGEL LANE) LIMITED

## PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to land at Angel Lane, Stratford City, London E15

## CONTENTS

Clause		Page
1	INTERPRETATION	2
2	EFFECT OF THIS AGREEMENT	9
3	CONDITIONALITY	11
4	SCDL'S AND THE DEVELOPER'S COVENANTS WITH THE LOCAL PLANNING AUTHORITY AND THE COUNCIL	11
5	COUNCIL'S COVENANTS WITH SCDL AND THE DEVELOPER	11
6	ADVANCE NOTIFICATIONS	11
7	NOTICES	12
8	SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	13
9	VERIFICATION AND ENFORCEMENT	14
11	DISPUTE RESOLUTION	15
12	NO WAIVER	16
13	DUTY TO ACT REASONABLY AND IN GOOD FAITH	16
14	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	16
15	PARTIES NOT TO ENCUMBER	17
16	INDEX LINKED PAYMENTS	17
17	EMPLOYMENT SKILLS AND LOCAL BUSINESSES CONTRIBUTION PUBLIC REALM CONTRIBUTION TRO CONTRIBUTION AND BUS NETWORK CONTRIBUTIONS	17
18	JURISDICTION AND LEGAL EFFECT	18
19	LEGAL FEES	18
20	JUDICIAL REVIEW	18
21	EXECUTION	18
	SCHEDULE 1	19
	PART 1 - COMMENCEMENT OF THE DEVELOPMENT	20
	PART 2 - STUDENT ACCOMMODATION CASCADE MECHANISM	21
	PART 3 - LOCAL LABOUR AND SUPPLY CHAIN OPPORTUNITIES	25
	PART 4 - CONTRIBUTIONS	28
	PART 5 - TRANSPORT	31

PART 6 - STUDENT ACCOMMODATION MANAGEMENT PLAN	33
SCHEDULE 2	35
APPENDIX 1 - PLANS	38
APPENDIX 2 - DRAFT PLANNING PERMISSION	39

THIS AGREEMENT is made on 30<sup>th</sup> September

2013

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**Local Planning Authority**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London, E16 2QU (the "**Council**");
- (3) **STRATFORD CITY DEVELOPMENTS LIMITED** (Company No 04261851) whose registered office is at 6th Floor, Midcity Place, 71 High Holborn, London WC1V 6EA ("**SCDL**"); and
- (4) **LDC (ANGEL LANE) LIMITED** (Company No 08401839) whose registered office is at The Core, 40 St Thomas Street, Bristol BS1 6JZ (the "**Developer**").

**RECITALS**

**WHEREAS:-**

- (A) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 (effective from 1 October 2012 and made pursuant to powers, inter alia, in the 2011 Act) the Local Planning Authority is the local planning authority for the Site for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Council is a local authority for the purposes (inter alia) of the 1972 Act, the 1974 Act, and the 2011 Act and further retains certain functions in respect of the area within which the Site is situated, including functions in respect of streets and highways and education and training. Accordingly, the Parties agree that it is appropriate for the Council to receive and apply the Employment Skills and Local Businesses Contribution, the TRO Contribution and the Public Realm Contribution, to be given the covenants on the part of SCDL and the Developer contained in Part 3 of Schedule 1 to this Agreement and to be consulted on various matters as provided for in Parts 2, 5 and 6 of Schedule 1 of this Agreement.
- (C) SCDL is the freehold owner of that part of the Site as falls within title number TGL379335 registered at the Land Registry. A plan of title number TGL379335 is attached to this Agreement at Appendix 1 and marked "Title Plan".
- (D) By virtue of the Agreement for Lease the Developer has an equitable interest in the Lease Area and is entitled, subject to the satisfaction of certain conditions including the grant of planning permission, to take the Lease of the Lease Area.
- (E) Upon the grant of the Lease, the provisions of Clause 2.4 will operate so that the obligations, covenants and undertakings on the part of SCDL in this Agreement shall be enforceable by the Local Planning Authority and the Council (in relation to obligations, covenants and undertakings given to it) not only against SCDL but also against the Developer as a person claiming through or under SCDL a leasehold interest in the Lease Area.
- (F) The Developer submitted the Planning Application to the Local Planning Authority on 14 November 2012.
- (G) On 27 March 2013 the Local Planning Authority resolved to grant the Planning Permission subject to the completion of an agreement pursuant to Section 106 of the 1990 Act providing for the matters set out in this Agreement.

- (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 and all other enabling powers.

**OPERATIVE PROVISIONS:-**

**1. INTERPRETATION**

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

<b>"1972 Act"</b>	the Local Government Act 1972
<b>"1974 Act"</b>	the Greater London Council (General Powers) Act 1974
<b>"1990 Act"</b>	the Town and Country Planning Act 1990
<b>"2011 Act"</b>	the Localism Act 2011
<b>"Academic Year"</b>	the academic year of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution
<b>"Agreement for Lease"</b>	an agreement for lease dated 20 August 2012 between (1) SCDL and (2) LDC (Holdings) PLC (as Developer and (3) LDC (Holdings) PLC (as guarantor) and assigned by deed dated 22 February 2013 from LDC (Holdings) PLC (as Developer) to LDC (Angel Lane) Limited
<b>"Angel Lane and Cherry Park Outline Planning Permission"</b>	the outline planning permission dated 30 March 2012 (with access, appearance, landscaping, layout and scale reserved) for 99,870sqm of residential floorspace (approximately 1,224 dwelling units) to be located within the areas known as Cherry Park and Angel Lane; 3,158sqm of (B1) business space within Cherry Park (Development Block 7); 6,311sqm of (C1) hotel floorspace within Cherry Park (Development Block 6); and 865sqm of (D2) leisure floorspace within the building Plot M8 (Development Block 1)
<b>"Angel Lane and Cherry Park Section 73 Application"</b>	an application to be made by SCDL pursuant to Section 73 of the 1990 Act to vary the Angel Lane and Cherry Park Outline Planning Permission in order that the full amount of the 99,870sqm residential floor space permitted by the Cherry Park Outline Planning Permission shall be provided on the Angel Lane and Cherry Park Site
<b>"Angel Lane and Cherry Park Site"</b>	means the land edged red (but excluding the land hatched black) on the plan attached to this Agreement at Appendix 1 and marked "Angel Lane and Cherry Park Site"
<b>"Approved Drawings"</b>	the drawings prepared by the Architect to be approved by the Planning Permission

<b>"Architect"</b>	Building Design Partnership as specified in the Design and Access Statement as being the architects responsible for the design of the Development
<b>"Blue Badge Parking"</b>	parking for holders of a Blue Badge who are working at or resident at or generally attending the Development
<b>"Blue Badge"</b>	a badge issued by a local authority under the Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 for display on a motor vehicle driven by a disabled person, including any replacement badge issued in accordance with the said regulations and any scheme substituted for it
<b>"Bus Network Contribution"</b>	the sum of twenty thousand pounds (£20,000) (Indexed)
<b>"Business Day"</b>	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive or any other day upon which the Local Planning Authority's or Council's offices are closed to the public
<b>"Business Development Team"</b>	officers of the Council as notified in writing to the Developer from time to time
<b>"Business Development Team Liaison Officer"</b>	means a person appointed pursuant to paragraph 9 of Part 3 of Schedule 1
<b>"Commencement Date"</b>	the date upon which the Development is Commenced
<b>"Commencement"</b>	<p>the carrying out of a material operation as defined in section 56(4) of the 1990 Act which for the avoidance of doubt shall for the purpose of this Agreement only exclude:</p> <ul style="list-style-type: none"> <li>• Site clearance</li> <li>• Site investigation and remediation</li> <li>• archaeological investigation</li> <li>• temporary site hoardings</li> <li>• temporary means of access</li> <li>• the Highway Works</li> <li>• diversion/relocation of utilities apparatus as part of the Highway Works and/or the diversion of the main sewer within the Site</li> </ul> <p>and <b>"Commenced"</b> shall be construed accordingly</p>
<b>"Completed"</b>	means in relation to any works of construction forming part of the Development, the date of issue of a certificate of practical completion of those works by the SCDL's and/or the Developer's contract administrator and 'Completion' shall be construed accordingly
<b>"Comply"</b>	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and <b>"Compliance"</b> and <b>"Complied"</b> shall be construed

	accordingly
<b>"Community Liaison Group"</b>	a group established by SCDL and the Developer pursuant to paragraph 2 of Part 6 of Schedule 1 for the purposes of preventing and addressing any nuisance to the local area arising from the Occupation of the Student Accommodation
<b>"Community Liaison Officer"</b>	means a person appointed pursuant to paragraph 2.1 of Part 6 of Schedule 1
<b>"Consent"</b>	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation however expressed
<b>"Construction Phase"</b>	the period from Commencement of the Development until the Development is Completed
<b>"Council's Monitoring Officer"</b>	the officer appointed by the Council pursuant to paragraph 1.2 of Schedule 2
<b>"Council's Workplace Project"</b>	a one-stop shop for jobs and enterprise, bringing together Jobcentre Plus, the Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers which includes support for local unemployed and under-employed people, access to training provision and business support services as well as supporting local firms' recruitment needs
<b>"Development"</b>	the development of the Site with the erection of a building ranging from 2 to 14 storeys above ground level (maximum height 47.5m AOD) to provide ground floor comprising up to 1000 sq m of uses falling within Use Class A1, A3, B1, D1 and D2 with student accommodation entrance lobby and office, common room, cycle store, servicing and refuse areas and two Blue Badge parking bays. Upper floors comprising 699 single study bedrooms in clusters of 7 to 10 rooms with communal kitchens and 60 studio apartments for student accommodation together with hard and soft landscaping and amenity areas at ground floor podium and roof level and formation of new vehicular access as authorised by the Planning Permission
<b>"Design and Access Statement"</b>	the Developer's design and access statement accompanying the Planning Application
<b>"Design Monitoring Contribution"</b>	a single design monitoring contribution of £25,000 to be paid by the SCDL and the Developer to the Local Planning Authority in the event that the original architect is not retained after Completion
<b>"Employment Skills and Local Businesses Contribution"</b>	means the sum of seventy-one thousand pounds (£71,000) (Indexed)
<b>"Educational Staff"</b>	teaching or research staff working for an End User

<b>"End User"</b>	any educational establishment or institution to be attended by Students
<b>"Expert"</b>	the expert appointed in accordance with the provisions of Clause 11 to determine a dispute
<b>"First Phase"</b>	the period of time prior to 31 December in a year immediately prior to the year in which a Student Accommodation Unit is available for occupation
<b>"Higher Education Institution"</b>	an institution supported by the Higher Education Funding Council for England and delivering higher education to students in England or such other education institution as shall be agreed between the Local Planning Authority, the Council and the Developer from time to time
<b>"Highway Plan"</b>	the plan attached to this Agreement at Appendix 1 and marked "Highway Plan"
<b>"Highway Works"</b>	works within the area edged red on the Highway Plan consisting of the laying and diversion of utilities, the creation of an access onto the adopted highway including civil works, kerbing, base and wearing course and white lining so as to provide Network Rail with a new access to the Development
<b>"Indexed"</b>	indexed in accordance with the provisions of Clause 16
<b>"Labour Forecast"</b>	an outline report on the likely construction jobs requirement in relation to the Development, such outline report to include details of the scope and quantum of such jobs and a breakdown of jobs into skills categories
<b>"Lease"</b>	the lease of the Lease Area to be granted to the Developer in accordance with the terms of the Agreement for Lease
<b>"Lease Area"</b>	the area of the Site that is the subject of the Agreement for Lease as shown on the Lease Plan
<b>"Lease Plan"</b>	the plan attached to this Agreement at Appendix 1 and marked "Lease Plan"
<b>"Management Plan for Service Vehicles"</b>	a plan setting out how service vehicles will enter and exit the Site and which shall include measures to minimise any traffic related impacts in the immediate locality of the Development caused by vehicles servicing the Site
<b>"Monitoring Fee"</b>	the sum of two thousand five hundred pounds (£2,500) as a contribution towards the Council's costs for monitoring SCDL's and the Developer's compliance with their obligations under this Agreement
<b>"Newham Student"</b>	a Student enrolled on a course at a Higher Education institution located within the London Borough of Newham and "Newham Students" shall be construed



	accordingly
<b>"Nominations Agreement"</b>	an agreement entered into between a Higher Education Institution and the Developer which gives the Higher Education Institution the option to offer Student Accommodation Units to its enrolled Students
<b>"Occupation"</b>	beneficial occupation of the Student Accommodation for the purposes permitted by the Planning Permission but not including occupation for staff training or by personnel engaged in construction fitting out security or marketing of the Student Accommodation Units and <b>"Occupy"</b> and <b>"Occupied"</b> shall be construed accordingly
<b>"Operational Phase"</b>	the period commencing on the date of first Occupation of the Development
<b>"Parties"</b>	the parties to this Agreement and the word <b>"Party"</b> shall mean any one of them
<b>"Planning Application"</b>	the application for planning permission in respect of the Development submitted to the Local Planning Authority and allocated reference number 12/00221/FUM
<b>"Planning Permission"</b>	the planning permission subject to conditions that may be granted by the Local Planning Authority following the determination of the Planning Application for the proposals within the Planning Application, a draft of which is contained in Appendix 2
<b>"Public Realm Contribution"</b>	means the sum of one hundred thousand pounds (£100,000) (Indexed)
<b>"Residency Agreement"</b>	a tenancy or licence of a Student Accommodation Unit between the Developer and a Student
<b>"Residency Term"</b>	the term of a Residency Agreement
<b>"RIBA"</b>	the Royal Institute of British Architects
<b>"RPI"</b>	the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted or commonly accepted as having substituted such Index
<b>"Second Phase"</b>	the period of time specified in paragraph 2.2 of Part 2 of Schedule 1
<b>"Site"</b>	the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan attached to this Agreement at Appendix 1 and marked "(00)AP001 Revision A"
<b>"Students"</b>	students enrolled in a full-time higher education course at a Higher Education Institution and "Student" shall be construed accordingly
<b>"Student Accommodation"</b>	collectively the self-contained single occupancy studio units and the shared facility student apartments

contained within and forming part of the Development and to be used exclusively by Students and / or Educational Staff

**"Student Accommodation Management Plan"**

a management plan setting out how the Student Accommodation will be managed by SCDL and/or the Developer or a third party appointed to manage the Student Accommodation on behalf of SCDL and/or the Developer, such plan to cover (but not be limited to):

- noise
- litter
- behaviour
- how any complaints would be addressed

so as to ensure no nuisance is caused to the vicinity of the Development

**"Student Accommodation Unit"**

any one studio unit or single bedroom unit forming part of the Student Accommodation

**"Term Time"**

the periods of usual term time for Higher Education Institutions

**"TfL"**

Transport for London

**"Travel Plan"**

a travel plan for the Development prepared in accordance with paragraph 1 of Part 5 of Schedule 1, the objective of which shall be to promote and support sustainable means of transport for persons working at or resident at or generally attending the Development

**"TRO Contribution"**

means the sum of three thousand pounds (£3,000) (Indexed)

**"Vicinity"**

Theatre Square and the route to the Development as shown on the plan attached to this Agreement at Appendix 1 and marked "Public Realm Improvements Area"

**"Workplace"**

the Council's job brokerage/recruitment, advice and training organisation known as 'Workplace'

**"Workplace Liaison Officer"**

means a person appointed by SCDL and the Developer who is responsible for liaising with the staff of Workplace

**"Zone 1 Agreement"**

the agreement dated 18 June 2009 made pursuant to section 106 of the 1990 Act and other relevant powers between (1) the Local Planning Authority (2) the Council (3) the Secretary of State for Transport (4) London & Continental Railways Limited (5) SCDL and (6) TfL as varied and as such agreement may be varied from time to time

**"Zone 1 Travel Plan"**

has the meaning given in the Zone 1 Agreement

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 of or appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule of this Agreement;
- (c) Part is to a part of Schedule 1;
- (d) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (e) Recital is to a recital to this Agreement; and
- (f) 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 the content of any plans is for identification purposes only;

1.2.5 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, given or submitted in writing;

1.2.6 references to the Site include any part of it;

1.2.7 references to the Local Planning Authority comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the Local Planning Authority;

1.2.8 references to the Council include its statutory successors to the functions pursuant to which the Council has entered into this Agreement;

1.2.9 references to SCDL include:-

- (a) persons deriving title from SCDL;
- (b) persons claiming through or under SCDL an interest or estate in the Site; and
- (c) SCDL's successors, assigns, transferees;

1.2.10 references to the Developer include:-

- (a) persons deriving title from the Developer;

- (b) persons claiming through or under the Developer an interest or estate in the Site; and
  - (c) the Developer's successors, assigns, transferees;
- 1.2.11 "including" means "including without limitation";
- 1.2.12 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;
- 1.2.13 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.14 where two or more people form a single Party to this Agreement the obligations, covenants and undertakings on the part of that Party may be enforced against them all jointly or against each of them individually;
- 1.2.15 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, within ten Business 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);
- 1.2.16 words denoting an obligation on a Party to do any act matter or thing includes an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of such restriction; and
- 1.2.17 any restriction on Commencement of the Development Occupation of the Development or Occupation of the Student Accommodation shall be taken to encompass a restriction on Commencement or (as the case may be) Occupation of any part of the Development or (as the case may be) any part of the Student Accommodation.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 This "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 Local Planning Authority such expression of satisfaction certificate approval agreement or other Consent shall be requested in writing and the Local Planning Authority 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 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or agreement or other Consent for the purposes of this Agreement.
- 2. EFFECT OF THIS AGREEMENT**
- 2.1 This Agreement is made pursuant to:-
- 2.1.1 section 106 of the 1990 Act;

- 2.1.2 section 111 of the 1972 Act;
  - 2.1.3 section 16 of the 1974 Act;
  - 2.1.4 section 1 of the 2011 Act; and
  - 2.1.5 all other powers so enabling.
- 2.2 The Local Planning Authority is the local planning authority having the power to enforce the planning obligations contained in this Agreement.
- 2.3 So far as the obligations, covenants and undertakings in this Agreement are given by or to the Council 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 Council.
- 2.4 The obligations, covenants and undertakings on the part of SCDL in this Agreement are planning obligations in so far as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and (so far as the same are entered into with or given to the Council) are obligations, covenants or undertakings in pursuance of section 16 of the 1974 Act and are given so as to bind SCDL's freehold interest in the Site (as referred to in Recital C) and with the intent that they shall be enforceable by the Local Planning Authority and/or (so far as the same are entered into with or given to the Council) by the Council not only against SCDL but also against any successors in title to or assigns of or transferees of SCDL and/or any person claiming through or under SCDL an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.
- 2.5 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations in so far as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and so as to bind the Developer's equitable interest in the Site (as referred to in Recital D) and with the intent that they shall be enforceable by the Local Planning Authority not only against the Developer but also against any successors in title to or assigns of or transferees of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.
- 2.6 Save to the extent that the same would be lawful or in equity enforceable nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Local Planning Authority or the Council of any of their statutory powers functions or discretions.
- 2.7 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 his entire interest in the Site or his interest in that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.8 No obligation, covenant or undertaking in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation, covenant or undertaking relates.

- 2.9 This Agreement is a local land charge and shall be registered as such by the Council.
- 2.10 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge the Local Planning Authority shall as soon as reasonably practicable notify SCDL, the Developer and the Council of the bringing of such proceedings or challenge.
- 2.11 This Agreement and the obligations, covenants and undertakings which it contains shall (apart from this Clause and paragraph 1.4 of Schedule 2) lapse and be extinguished automatically if (and from the date that) the Planning Permission:-
- 2.11.1 expires without the Development being Commenced; or
- 2.11.2 is quashed, revoked or (without the consent of SCDL and the Developer) modified
- and in these circumstances the provisions of paragraph 1.4 of Schedule 2 shall apply.
- 2.12 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

### 3. **CONDITIONALITY**

This Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

### 4. **SCDL'S AND THE DEVELOPER'S COVENANTS WITH THE LOCAL PLANNING AUTHORITY AND THE COUNCIL**

- 4.1 Subject to Clause 4.2, SCDL and the Developer each covenant with the Local Planning Authority and, in respect of Part 3 of Schedule 1 and paragraphs 1, 2, 5 and 6 of Part 4 of Schedule 1, separately with the Council that they will jointly and severally perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings specified in Schedule 1.

- 4.2 Full performance of any of the obligations, covenants and undertakings contained in this Agreement by either SCDL or the Developer (and subject to the Local Planning Authority and/or (where the obligations, covenant or undertaking is given to the Council) the Council being satisfied as to such discharge) shall operate so as to release the other from any liability in respect of such obligations, covenants and undertakings as shall have been fully performed.

### 5. **COUNCIL'S COVENANTS WITH SCDL AND THE DEVELOPER AND LOCAL PLANNING AUTHORITY COVENANT WITH THE COUNCIL**

- 5.1 The Council covenants with each of SCDL and the Developer that the Council will perform and Comply with the obligations, covenants and undertakings on its part in Schedule 2.
- 5.2 The Local Planning Authority covenants with the Council to comply with the requirements of Clause 10.

### 6. **ADVANCE NOTIFICATIONS**

#### 6.1 **Commencement of the Development**

- 6.1.1 SCDL and the Developer shall:-

- (a) notify the Local Planning Authority and the Council at least one month prior to the date that the Development is intended to be Commenced of the intended date for Commencement of the Development;
- (b) as soon as practicable, notify the Local Planning Authority and the Council of any revised date for the Commencement of the Development (subject always to the requirement to give at least one week prior notice of the intended date for Commencement of the Development); and
- (c) notify the Local Planning Authority and the Council of the Commencement Date within five Business Days of the Commencement Date occurring.

## 6.2 Occupation of the Development

### 6.2.1 SCDL and the Developer shall:-

- (a) notify the Local Planning Authority and the Council at least six months prior to the intended date for first Occupation of the Development of the intended date for first Occupation of the Development;
- (b) as soon as practicable, notify the Local Planning Authority and the Council of any revised date for first Occupation of the Development (subject always to the requirement to give at least four months prior notice of the intended date for first Occupation of the Development); and
- (c) notify the Local Planning Authority and the Council of the date that the Development was first Occupied within five Business Days of the date that the Development was first Occupied.

## 7. NOTICES

7.1 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:-

- 7.1.1 if delivered by hand, the next Business Day after the day of delivery; and
- 7.1.2 if sent by first class post or recorded delivery post, the day two Business Days after the date of posting.

7.2 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 Business Days' notice:-

### Local Planning Authority:

Director of Planning Policy and Decisions (For the Attention of: Vivienne Ramsey)  
 London Legacy Development Corporation - Planning Decisions Team  
 Level 10, 1 Stratford Place  
 Montfichet Road  
 London E20 1EJ

**The Council:**

Director of Strategic Regeneration, Planning and Olympic Legacy  
London Borough of Newham  
Newham Dockside  
1000 Dockside Road  
London  
E16 2QU

with a copy to:

Head of Legal Services  
London Borough of Newham  
Newham Dockside  
1000 Dockside Road  
London  
E16 2QU

**SCDL:**

The Company Secretary  
Stratford City Developments Limited  
6th Floor  
Midcity Place  
71 High Holborn  
London  
WC1V 6EA

**The Developer:**

The Company Secretary  
LDC (Angel Lane) Limited  
The Core  
40 St Thomas Street  
Bristol  
BS1 6JZ

- 7.3 Any notice or other written communication to be given by the Local Planning Authority or the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Local Planning Authority or the Council (as the case may be) by an officer or duly authorised signatory.

**8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

- 8.1 Without prejudice to the Town and Country Planning (Fees For Applications And Deemed Applications) Regulations 1989 and the Town and Country Planning (Development Management Procedure) (England) Order 2010 both of which shall take precedence at all times over this Clause 8.1 and also without prejudice to Clause 8.2, where in the opinion of SCDL or the Developer any obligation, covenant, undertaking or other provision on the part of SCDL or the Developer contained in this Agreement in favour of the Local Planning Authority has been satisfied wholly or in part or any condition attached to the Planning Permission has been complied with wholly or in part, SCDL or the Developer shall be entitled to apply to the Local Planning Authority for a notification to that effect, and where the Local Planning Authority considers that the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) or condition has been complied with (wholly or in part) the Local Planning Authority 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 or condition has been complied with in relation to part of the Site.

- 8.2 Any notification issued by the Local Planning Authority pursuant to Clause 8.1 shall not be taken to confirm that any obligation, covenant or undertaking or other provision in this Agreement in favour of the Council has been satisfied and where in the opinion of SCDL or the Developer any obligation, covenant, undertaking or other provision on the part of SCDL or the Developer contained in this Agreement in favour of the Council has been satisfied wholly or in part, SCDL or the Developer shall be entitled to apply to the Council for a notification to that effect, and where the Council considers that the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Council 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.
- 8.3 Where in the opinion of the Local Planning Authority, any obligation, covenant, undertaking or other provision on the part of the Local Planning Authority contained in this Agreement has been satisfied wholly or in part, the Local Planning Authority shall be entitled to apply to SCDL and the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) SCDL and the Developer 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.
- 8.4 Where in the opinion of the Council, any obligation, covenant, undertaking or other provision on the part of the Council contained in this Agreement has been satisfied wholly or in part, the Council shall be entitled to apply to SCDL and the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) SCDL and the Developer 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.

## 9. VERIFICATION AND ENFORCEMENT

SCDL and the Developer shall permit the Local Planning Authority and (subject to the proviso to this clause) the Council together with their respective 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 Council shall only be permitted to enter upon the Site and the said buildings for the purposes of ascertaining whether Part 3 of Schedule 1 and paragraphs 1, 2, 5 and 6 of Part 4 of Schedule 1 are being performed and Complied with and PROVIDED FURTHER THAT the Local Planning Authority or (as the case may be) the Council shall make good any damage caused by the Local Planning Authority or the Council or their respective authorised employees, agents, surveyors or other representatives during the carrying out of such verification.

## 10. CONSULTATION BETWEEN LOCAL PLANNING AUTHORITY AND COUNCIL

- 10.1 Where in this Agreement the Local Planning Authority is required to consult with the Council, SCDL and the Developer shall forward copies of all documentation relating to the matter to be approved and consulted upon to both the Local Planning Authority and the Council and thereupon the Local Planning Authority shall as soon as reasonably practicable:-

10.1.1 confirm to the Council in writing that under the terms of this Agreement it is required to consult with the Council on the matter in question; and

10.1.2 request comments from the Council,

and the provisions of Clauses 10.2 to 10.7 shall thereupon apply.

10.2 Where the Council receives notification pursuant to Clause 10.1 the Council shall consider the notification if it elects to do so and where it has so elected supply written comments to the Local Planning Authority within five Business Working Days of receipt of the notification.

10.3 If the Local Planning Authority receive no written response from the Council seven Business Days after issuing a request pursuant to 10.1.2 then the Local Planning Authority may proceed to approve or reject the matter in question.

10.4 In the event that the Local Planning Authority receives a written response from the Council pursuant to Clause 10.2 and the Local Planning Authority does not agree with that response the Local Planning Authority shall within five Business Days of receipt of the response notify in writing the Council of such disagreement and request a meeting with the Council within five Business Days of such notification.

10.5 Both the Local Planning Authority and the Council shall attend the meeting arranged pursuant to Clause 10.3 to discuss their respective positions. Both the Local Planning Authority and the Council shall use all reasonable endeavours to agree a common position on the subject matter at the meeting.

10.6 If a common position is not reached between the Local Planning Authority and the Council pursuant to Clause 10.5 within twenty Business Days of the original notification by SCDL and the Developer pursuant to Clause 10.1 then the Local Planning Authority's position shall prevail.

10.7 In the event that the Local Planning Authority fails to consult the Council in accordance with Clauses 10.1 to 10.5 then any agreement of, approval granted or decision made by the Local Planning Authority shall not thereby be invalidated.

## 11. DISPUTE RESOLUTION

11.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement the same may be referred to the Expert by any Party notifying the other Parties of such intention (the "**Notice**").

11.2 The Notice must specify:-

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

11.2.2 the Clause of this Agreement or paragraph of a Schedule of this Agreement in respect of which the dispute has arisen; and

11.2.3 the proposed Expert.

11.3 The Expert shall be an independent person of at least ten years standing in the area of expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within ten Business Days after the date of the Notice then any Party may request:-

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

- 11.3.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 11.3.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert; and
- 11.3.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 11.3.5 in all other cases, the President of the Law Society to nominate the Expert.
- 11.4 If the dispute shall relate to matters falling within two or more of Clauses 11.3.1 to 11.3.5, the Parties may agree to appoint joint Experts and in the event that the Parties are unable to agree whom should be appointed as joint Experts, the Parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 11.3.1 to 11.3.5 to act as joint Experts.
- 11.5 The Expert shall act as an expert and not as an arbitrator and whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the Parties to the dispute in equal shares.
- 11.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Business Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 11.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to him within ten Business Days from the date of his appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material.

12. **NO WAIVER**

No waiver (whether expressed or implied) by the Local Planning Authority and/or the Council of any breach or default by SCDL 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 Local Planning Authority and/or the Council from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by SCDL or the Developer.

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

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

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

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

15. **PARTIES NOT TO ENCUMBER**

SCDL and the Developer shall not encumber or otherwise deal with their respective interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out save where planning permission is granted after the date of this Agreement for an alternative development of the Site **PROVIDED THAT** this Clause 15 shall not restrict SCDL and the Developer from encumbering or otherwise dealing with its interest in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Agreement.

16. **INDEX LINKED PAYMENTS**

Each of the Employment Skills and Local Business Contribution the Public Realm Contribution the Bus Network Contribution and the TRO Contribution will be increased by reference to the amount of the quarterly increase in RPI from the date of this Agreement until the date (which immediately precedes the date on which such sums are paid) on which the quarterly figure was last published.

17. **EMPLOYMENT SKILLS AND LOCAL BUSINESSES CONTRIBUTION PUBLIC REALM CONTRIBUTION TRO CONTRIBUTION AND BUS NETWORK CONTRIBUTION**

17.1 To the extent that the obligations hereunder on the part of the Developer and SCDL to pay the Employment Skills and Local Businesses Contribution, the TRO Contribution and the Public Realm Contribution are planning obligations then whilst for the purposes of sub-section 106(1)(d) of the 1990 Act the Local Planning Authority is the authority to which payments are to be made pursuant to the said section, in the interests of administrative efficiency and in recognition of the fact that the Employment Skills and Local Businesses Contribution, the TRO Contribution and the Public Realm Contribution are made as contributions towards matters in respect of which the Council has the relevant responsibility and/or is the appropriate authority to apply the sums in question to the specified purposes then the Local Planning Authority hereby nominates the Council as the beneficiary of the Employment Skills and Local Businesses Contribution, the TRO Contribution and the Public Realm Contribution **PROVIDED THAT** for the avoidance of doubt this shall not affect or prejudice the Council's ability to enforce the said obligations against the Developer and/or SCDL as obligations, covenants or undertakings given in pursuance of section 16 of the 1974 Act.

17.2 In respect of the Employment Skills and Local Businesses Contribution, the TRO Contribution and the Public Realm Contribution:-

17.2.1 SCDL and the Developer shall advise the Local Planning Authority that payment of each of the Employment Skills and Local Businesses Contribution, the TRO Contribution and the Public Realm Contribution has been made within five Business Days of making each payment to the Council; and

17.2.2 the Council shall advise the Local Planning Authority of receipt of each of the payments referred to in Clause 17.2.1, such notification to be given within ten Business Days of such receipt.

17.3 To the extent that the obligations hereunder on the part of the Developer and SCDL to pay the Bus Network Contribution are planning obligations then whilst for the purposes of sub-section 106(1)(d) of the 1990 Act the Local Planning Authority is the authority to which payments are to be made pursuant to the said section, in the interests of administrative efficiency and in recognition of the fact that the Bus Network Contribution is made as contribution towards matters in respect of which TfL has the relevant responsibility and/or is the appropriate authority to apply the sums in question

to the specified purposes then the Local Planning Authority hereby nominates TfL as the beneficiary of the Bus Network Contribution.

- 17.4 In respect of the Bus Network Contribution SCDL and the Developer shall advise the Local Planning Authority that payment of the Bus Network Contribution has been made within five Business Days of making each payment to TfL.

**18. JURISDICTION AND LEGAL EFFECT**

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

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

**19. LEGAL FEES**

- 19.1 The Developer agrees that it will on completion of this Agreement pay the Local Planning Authority's legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Local Planning Authority in relation to the negotiation and completion of this Agreement) up to a maximum of £6,500 plus VAT.

- 19.2 The Developer agrees that it will on completion of this Agreement pay the Council's legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Council in relation to the negotiation and completion of this Agreement) up to a maximum of £4,000 plus any disbursements.

**20. JUDICIAL REVIEW**

- 20.1 If either this Agreement or the Planning Permission are the subject of any judicial review proceedings (including application for permission to apply for judicial review or an application under Section 288 of the 1990 Act) then from the date that the Local Planning Authority or the Council is aware of such proceedings:-

20.1.1 the Local Planning Authority or the Council shall forthwith notify SCDL and the Developer of such proceedings; and

20.1.2 the requirement to Comply or to Comply further with the planning obligations shall be suspended temporarily until the final disposal of the relevant legal proceedings at which time, if the Planning Permission or the Agreement has not been quashed, the requirement to Comply or to Comply further with the planning obligations (as may be varied by order of the Court) shall recommence and any time-limits for compliance with the planning obligations set out in this Agreement shall be extended by the period of the suspension under this clause;

- 20.2 Notwithstanding Clause 20.1 where the SCDL and the Developer either Commences Development or carries out any further works pursuant to the Planning Permission this Agreement shall remain in full force and effect.

**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**

### **SCDL'S AND THE DEVELOPER'S OBLIGATIONS**

- Part 1 Commencement of the Development
- Part 2 Student Accommodation Cascade Mechanism
- Part 3 Local Labour and Supply Chain Opportunities
- Part 4 Contributions
- Part 5 Transport
- Part 6 Student Accommodation Management Plan

Part 1

**COMMENCEMENT OF THE DEVELOPMENT**

1. SCDL and the Developer covenant with the Local Planning Authority that the Development shall not be Commenced unless and until:-
  - 1.1 SCDL has submitted the Angel Lane and Cherry Park Section 73 Application to the Local Planning Authority; and
  - 1.2 the Local Planning Authority has approved the Angel Lane and Cherry Park Section 73 Application.

## Part 2

### STUDENT ACCOMMODATION CASCADE MECHANISM

In this Schedule the expression "**all reasonable endeavours**" shall mean the use of such reasonable endeavours to ensure that the steps prescribed in this Part 2 are followed in a bona fide and timely manner but shall not require SCDL or the Developer to prejudice their commercial interests or rental income save that this is without prejudice to SCDL's and the Developer's obligation in paragraph 2.4.1 of this Part 2 to demonstrate that they have made offers of Nominations Agreements to Higher Education Institutions on reasonable and comparable commercial terms for a Higher Education Institution located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest.

1. SCDL and the Developer covenant with the Local Planning Authority that:-
  - 1.1 during Term Time the Student Accommodation shall not be used or occupied other than as accommodation for Students in accordance with paragraphs 1 to 3 (inclusive) of this Part 2;
  - 1.2 outside Term Time the Student Accommodation shall not be used other than for the purposes permitted by paragraph 4 of this Part 2; and
  - 1.3 they shall use all reasonable endeavours to enter into Residency Agreements solely with Students enrolled on courses provided by Higher Education Institutions.
2. As from the date of this Agreement until the fifth anniversary of the date of first Occupation, SCDL and the Developer covenant to let the Student Accommodation to Students as follows and in accordance with the sequence prescribed:-
  - 2.1 during the First Phase SCDL and the Developer shall use all reasonable endeavours in respect of each Student Accommodation Unit to:
    - 2.1.1 enter into a Residency Agreement with a Newham Student, such Residency Agreement to be for a Residency Term for the Academic Year immediately following the date the Residency Agreement is entered into; and/or
    - 2.1.2 enter into a Nominations Agreement directly with any Higher Education Institution located in the London Borough of Newham;
  - 2.2 subject to paragraph 2.3 of this Part 2, if in the First Phase despite the use by SCDL and the Developer of all reasonable endeavours Residency Agreements in respect of all Student Accommodation Units have not been entered into with Newham Students then from 1 January in the year immediately following the First Phase and throughout the Academic Year commencing in such year SCDL and the Developer shall use all reasonable endeavours in respect of any Student Accommodation Unit which shall not be the subject of a Residency Agreement with a Newham Student to:
    - 2.2.1 enter into a Residency Agreement with any Student enrolled on a course at a Higher Education Institution located within any of the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest, any such Residency Agreement to be for a Residency Term for the Academic Year commencing in that year or if the Residency Agreement is entered into after 1 September of that year, then for the remainder of the Academic Year current at the time the Residency Agreement is entered into; and/or
    - 2.2.2 to enter a Nominations Agreement directly with any Higher Education Institution located in the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest.



2.3 If despite the use of all reasonable endeavours Residency Agreements in respect of all the Student Accommodation Units have not been entered into with Students in accordance with the sequence provided for in paragraphs 2.1 and 2.2 of this Part 2, then after 1 February in the year immediately following the First Phase SCDL and the Developer may apply in writing to the Local Planning Authority for consent to be able to enter into a Residency Agreement in respect of any available Student Accommodation Unit with any Student enrolled on a course at a Higher Education Institution located within Greater London for the Academic Year commencing in that year (that is to say the year following the First Phase) or if the Residency Agreement is entered into after 1 September, then for the remainder of the Academic Year that commenced in the year following the First Phase.

2.4 Any application to the Local Planning Authority made pursuant to paragraph 2.3 above shall include evidence in writing to demonstrate that SCDL and the Developer have used all reasonable endeavours to let the Student Accommodation to Students enrolled on a course at a Higher Education Institution located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest such evidence to include (without limitation) evidence demonstrating that SCDL and the Developer have:-

2.4.1 offered Higher Education Institutions located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest the option to enter into a Nominations Agreement on reasonable commercial terms for the Student Accommodation together with evidence demonstrating why such offer was made on reasonable and comparable commercial terms for a Higher Education Institution located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest and documentary evidence demonstrating why such offer has not been accepted by such Higher Education Authority provided that any such evidence shall not require SCDL or the Developer to disclose commercially confidential information;

2.4.2 in its marketing information to Students, including its website, indicated that prior to 1 January priority is given to Students located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest;

2.4.3 requested and if permitted to do so, advertised the Student Accommodation on the web sites of the Higher Education Institutions located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest;

2.4.4 requested and if permitted to do so, advertised the Student Accommodation within the accommodation offices of the Higher Education Institutions located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest;

2.4.5 offered a free referral service to Higher Education Institutions located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest;

2.4.6 where e-mail addresses are available and the Developer is permitted to do so e-mailed Students of Higher Education Institutions located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest notifying them of the availability of the Student Accommodation;

2.4.7 provided an open house/showroom unit available for viewings all year round and made an offer to Students of Higher Education Institutions located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest to view the open house showroom as part of its marketing activity; and

- 2.4.8 Where possible have attended the open days of any Higher Education Institutions located within the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest to advertise the availability of the Student Accommodation; together with
- 2.4.9 Any other information that the Local Planning Authority may request in order to assist their decision making.
- 2.5 The Local Planning Authority shall consult the Council on an application made pursuant to paragraph 2.3 of this Part 2 including for the avoidance of doubt on the evidence submitted in accordance with paragraph 2.4 of this Part 2 and where the Local Planning Authority (having consulted with the Council) considers that the evidence submitted (or re-submitted) by SCDL and the Developer with an application made pursuant to paragraph 2.3 of this Part 2 demonstrates that SCDL and the Developer have used all reasonable endeavours to enter into Residency Agreements and Nominations Agreements on the terms required by paragraphs 2.1 and 2.2 above then the Local Planning Authority shall approve such application.
- 2.6 For the purpose of paragraph 2.5 of this Part 2, the Local Planning Authority the Developer and SCDL agree that the objective of this Part 2 is to ensure that the Student Accommodation is first let to Newham Students and that if that cannot be achieved despite the use of all reasonable endeavours then to Students at Higher Education Institutions as referred to in paragraph 2.2 of this Part 2 and that where such steps (carried out in full accordance with this Part 2) have not secured Residency Agreements in relation to all Student Accommodation Units by 1 February in the year following the First Phase to enable the Student Accommodation to be let to Students at Higher Education Institutions within Greater London so as to assist in delivering higher occupancy levels of the Student Accommodation so that the Student Accommodation is not left un-let in whole or part (the "**Objective**"). The Local Planning Authority shall exercise its discretion in considering whether SCDL and/or the Developer has used all reasonable endeavours to let the Student Accommodation Units in accordance with paragraphs 2.1 and 2.2 above and shall have regard to the Objective in its decision.
- 2.7 The Local Planning Authority shall confirm whether or not it approves SCDL's and the Developer's application pursuant to paragraph 2.3 of this Part 2 within 30 Working Days of receipt from SCDL and the Developer of the evidence required by paragraph 2.4 of this Part 2.
3. As from the fifth anniversary of the date of first Occupation, unless otherwise agreed with the Local Planning Authority (in consultation with the Council) SCDL and the Developer covenant to let the Student Accommodation to Students as follows and in accordance with the sequence prescribed:-
- 3.1 prior to 31 December in a year immediately prior to the year in which a Student Accommodation Unit will be available for occupation ("**Phase A**") SCDL and the Developer shall use all reasonable endeavours in respect of each such Student Accommodation Unit to enter into a Residency Agreement with a Newham Student, such occupation to be for a Residency Term for the Academic Year immediately following the date on which the Residency Agreement is entered into;
- 3.2 if during Phase A despite the use by SCDL and the Developer of all reasonable endeavours Residency Agreements in respect of all Student Accommodation Units have not been entered into with Newham Students then from 1 January to 28 February of the year following Phase A ("**Phase B**") and throughout the Academic Year commencing in such year SCDL and the Developer shall use all reasonable endeavours in respect of any Student Accommodation Unit which shall not be the subject of a Residency Agreement with a Newham Student:

- 3.2.1 to enter into a Residency Agreement with any Student enrolled on a course at a Higher Education Institution located within any of the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest and any such Residency Agreement shall be for a Residency Term for the Academic Year commencing in that year or if the Residency Agreement is entered into after 1 September then for the remainder of the Academic Year current at the date the Residency Agreement is entered into; or
  - 3.2.2 to enter into a Nominations Agreement directly with any Higher Education Institution located in the London Boroughs of Newham, Tower Hamlets, Hackney, and Waltham Forest.
- 3.3 If during Phase B despite the use by SCDL and the Developer of all reasonable endeavours Residency Agreements in respect of all the Student Accommodation Units have not been entered into with Students in accordance with the sequence provided for in paragraphs 3.1 and 3.2 of this Part 2 then for the period from 1 March following Phase B and throughout the Academic Year commencing in that year SCDL and the Developer shall be entitled to enter into a Residency Agreement for any available Student Accommodation Unit with any Student enrolled on a course at a Higher Education Institution within Greater London for a Residency Term for the Academic Year commencing in that year or if such Residency Agreement is entered into after 1 September of that year, then for the remainder of the Academic Year current at the date the Residency Agreement is entered into.
4. Outside of Term Time any Student Accommodation Unit may be used or occupied:-
  - 4.1 by any student enrolled on a recognised educational course; and/or
  - 4.2 as temporary accommodation for uses related to the End User educational operations including (without limitation) the housing of temporary 'summer school' students.
5. SCDL and the Developer covenant to ensure that the Student Accommodation is used at all times as a single planning unit and that:-
  - 5.1 no part of the Student Accommodation shall at any time be used as a separate, independent self-contained dwelling unit not forming part of the single planning unit; and
  - 5.2 no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions of this Part 2.

Part 3

**LOCAL LABOUR AND SUPPLY CHAIN OPPORTUNITIES**

1. SCDL and the Developer covenant to use reasonable endeavours to maximise the number of construction employment and training opportunities arising from the Development that are made available to residents in the London Borough of Newham.
2. Notwithstanding the generality of paragraph 1 of this Part 3 SCDL and the Developer shall use reasonable endeavours to meet the targets identified in the table below in respect of employment opportunities arising from the Development:-

Construction and Landscaping Phase jobs	25% of all employees on Site shall be residents of the London Borough of Newham
Operational Phase jobs	50% of all employees on Site shall be residents of the London Borough of Newham

3. No later than three months prior to the Commencement Date SCDL and the Developer shall submit to the Council the Labour Forecast for inclusion within the Council's Workplace Project.
4. No later than three months prior to the Commencement Date SCDL and the Developer shall appoint the Workplace Liaison Officer.
5. From the Commencement Date until Completion of the Construction Phase SCDL and the Developer shall:-
  - 5.1 ensure that the Workplace Liaison Officer meets at least once per month with a representative of Workplace to discuss and identify employment opportunities arising from the Development;
  - 5.2 whenever new employment opportunities arise as a result of the Development to submit details of such employment opportunities to Workplace as soon as reasonably practicable;
  - 5.3 at least once per month allow a representative of Workplace to meet with SCDL and the Developer's sub-contractors to discuss and identify employment opportunities arising from the Development; and
  - 5.4 allow staff from Workplace to have access to the Site on reasonable prior notice.
6. From the Completion of the Construction Phase and for the lifetime of the Operational Phase the SCDL and the Developer shall:-
  - 6.1 ensure that the Workplace Liaison Officer meets at least quarterly with a representative of Workplace to discuss and identify employment opportunities arising from the Development;
  - 6.2 whenever new employment opportunities arise as a result of the Development to submit details of such employment opportunities to Workplace as soon as reasonably practicable; and
  - 6.3 allow staff from Workplace to have access to the Site on reasonable prior notice.

7. Quarterly from the Commencement Date for the lifetime of the Operational Phase SCDL and the Developer shall obtain and present monitoring information to the Council's Monitoring Officer and the Local Planning Authority specifying both the overall number of people who are working at the Development and the number of residents of the London Borough of Newham who are working at the Development. In respect of the residents of the London Borough of Newham residents only such information shall include:
- (A) full postcode;
  - (B) gender;
  - (C) age group (16-25; 26-35; 36-45; 46-55; and over 55);
  - (D) job title;
  - (E) full or part-time;
  - (F) ethnicity (using census categories);
  - (G) disability;
  - (H) previous employment status (unemployed or employed); and
  - (I) length of residence in Newham (less than 3 months; 3 - 6 months; 6 - 12 months; 1 - 2 years; 2 - 5 years; 5 - 10 years; more than 10 years).

**PROVIDED THAT** SCDL and the Developer are not prevented from doing so by any rule of law whether domestic or international and the information required to be provided under this paragraph 7 of this Part 3 is requested from employees in accordance with data protection requirements and in such a way that the employee is made aware that the information provided is to be disclosed to a third party for monitoring purposes and in a manner which gives the employee the ability to agree or refuse to agree to the information being disclosed.

8. No later than six months prior to the Commencement Date SCDL and the Developer shall submit to the Council's Business Development Team a Supply Chain Forecast.
9. SCDL and the Developer shall no less than one month prior to the Commencement Date appoint at their sole expense a Business Development Team Liaison Officer to liaise with the Business Development Team on a bi-monthly basis starting from the Commencement Date.
10. SCDL and the Developer shall whenever new supply chain opportunities arise as a result of the Development submit details of such supply chain opportunities to the Council's Business Development Team as soon as reasonably practicable.
11. SCDL and the Developer shall from time to time at the request of the Council's Business Development Team (such requests not to exceed two per year) organise events in partnership with the Council which allow for contractors based in the London Borough of Newham to meet those with decision making powers in relation to SCDL's and the Developer's award of supply chain contracts in respect of the Development.
12. Quarterly from the Commencement Date for the lifetime of the Operational Phase SCDL and the Developer shall obtain and present monitoring information to the Council's Monitoring Officer and the Local Planning Authority on the number of supply chain contractors being used on the Site that are based in the London Boroughs of Newham, Barking & Dagenham, Hackney, Tower Hamlets, Waltham Forest and Greenwich and such information shall include:

- (A) the name of the contractor;
- (B) the postcode of the contractor; and
- (C) the nature and value of the contract.

Part 4

**CONTRIBUTIONS**

**1. MONITORING FEE AND EMPLOYMENT SKILLS AND LOCAL BUSINESSES CONTRIBUTION**

1.1 SCDL and the Developer shall on the date of this Agreement pay to the Council the Monitoring Fee.

1.2 Prior to the Commencement Date, SCDL and the Developer shall pay to the Council the Employment Skills and Local Businesses Contribution.

1.3 SCDL and the Developer shall confirm their compliance with paragraph 1.2 of this Part 4 in the notice served on the Local Planning Authority pursuant to Clause 6.1.1(a).

**2. PUBLIC REALM CONTRIBUTION**

2.1 Prior to the Commencement Date, SCDL and the Developer shall pay to the Council the Public Realm Contribution.

2.2 SCDL and the Developer shall confirm their compliance with paragraph 2.1 of this Part 4 in the notice served on the Local Planning Authority pursuant to Clause 6.1.1(a).

**3. BUS NETWORK CONTRIBUTION**

3.1 Prior to first Occupation of the Student Accommodation, SCDL and the Developer shall pay to TfL the Bus Network Contribution.

3.2 SCDL and the Developer shall confirm their compliance with paragraph 3.1 of this Part 4 in the notice served on the Local Planning Authority pursuant to Clause 6.2.

**4. DESIGN MONITORING CONTRIBUTION**

**4.1 Design Team Statement**

4.1.1 No details required to be submitted pursuant to Conditions 18, 23, 24 and 25 of the Planning Permission shall be submitted by SCDL and the Developer unless accompanied by a statement prepared by SCDL and the Developer specifying the design team involved in the preparation of those details (the "**Design Team Statement**").

4.1.2 SCDL and the Developer shall also submit a statement to the Local Planning Authority specifying the design team retained in connection with the Development upon Commencement of the Development and every six months during the construction of the Development until its Completion.

**4.2 Change of Architect**

4.2.1 Any statement submitted to the Local Planning Authority pursuant to paragraphs 4.1.1 and 4.1.2 of this Part 4 that does not include the Architect as a member of SCDL's and the Developer's design team retained in connection with the Development shall be accompanied by the payment of the Design Monitoring Contribution to the Local Planning Authority.

4.2.2 The Design Monitoring Contribution shall be applied by the Local Planning Authority towards the cost of employing or retaining design professionals to monitor the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and

are consistent with the Approved Drawings and the Design and Access Statement.

- 4.2.3 SCDL and the Developer shall not be required to pay the Design Monitoring Contribution to the Local Planning Authority where the Architect has ceased trading or is otherwise no longer retained as a member of SCDL's and the Developer's design team in connection with the Development PROVIDED THAT SCDL and the Developer can demonstrate to the reasonable satisfaction of the Local Planning Authority that another RIBA recognised independent senior architect or firm of architects of good reputation and appropriate expertise has been retained as a member of SCDL's and the Developer's design team in connection with the Development and that such architect or firm of architects has confirmed to the Local Planning Authority that it will take responsibility for the design quality of the Development.

**4.3 Design Professionals**

The design professionals referred to in paragraph 4.2.2 of this Part 4 may either be staff employed directly by the Local Planning Authority or third party consultants retained by the Local Planning Authority but provided that in either case they have the appropriate expertise to carry out the functions referred to in those paragraphs.

**4.4 Restriction on Commencement**

Subject to paragraph 4.2 of this Part 4, SCDL and the Developer shall not Commence the Development unless the Design Monitoring Contribution has been paid to the Local Planning Authority where it has become due pursuant to paragraph 4.2.

**4.5 Restriction on Occupation**

SCDL and the Developer shall not Occupy the Development unless the Architect or any Replacement Architect has certified to the Local Planning Authority that the Development has been carried out and completed in accordance with the Approved Drawings and the details approved pursuant to Conditions 18, 23, 24 and 25 of the Planning Permission or any variations thereof approved pursuant to section 96A of the 1990 Act.

**5. TRO CONTRIBUTION**

SCDL and the Developer shall not Occupy or permit Occupation of the Development unless the TRO Contribution has been paid to the Council, such TRO Contribution to be applied towards the management of the Great Eastern Road lay-by fronting the Development.

**6. COMMENCEMENT RESTRICTIONS**

SCDL and the Developer shall not Commence the Development unless and until the Employment Skills and Local Businesses Contribution, the Monitoring Fee and the Public Realm Contribution have been paid to the Council pursuant to paragraphs 1, 2 and 5 of this Part 4.

**7. OCCUPATION RESTRICTIONS**

Unless otherwise agreed in writing with the Local Planning Authority (in consultation with TfL in respect of the Bus Network Contribution), the Student Accommodation shall not be Occupied unless and until the Bus Network Contribution has been paid to TfL.





Part 5

**TRANSPORT**

**1. TRAVEL PLAN**

- 1.1 SCDL and the Developer shall not Occupy nor permit to be Occupied the Development unless and until:-
- 1.1.1 the Travel Plan has been submitted to the Local Planning Authority for approval (in consultation with the Council); and
  - 1.1.2 the Local Planning Authority has approved the Travel Plan.
- 1.2 In preparing the Travel Plan SCDL and the Developer shall:-
- 1.2.1 subject to paragraph 1.4 of this Part 5, prepare the Travel Plan so that it incorporates the principles detailed in, and is in compliance with, the Zone 1 Travel Plan;
  - 1.2.2 ensure that the Travel Plan includes measures to promote and facilitate the use of public transport, cycling and walking including the provision of public transport information in student's welcome packs, for students, staff, users and visitors; a Management Plan for Service Vehicles; advice and maps on websites and other promotional and information media' and personalised travel planning services offered through a travel plan coordinator whose appointment is to be provided for in the Travel Plan ("Travel Plan Co-ordinator").
- 1.3 SCDL and the Developer shall Comply with the approved Travel Plan for the whole life of the Development **SUBJECT TO** such amendments as may be agreed with the Local Planning Authority (in consultation with the Council) from time to time.
- 1.4 SCDL and the Developer shall monitor and review the Travel Plan within one year of first Occupation of the Development and thereafter every two years to take account of:-
- 1.4.1 the results of periodic transport surveys including trip-making data, modal split information and Blue Badge Parking usage by persons working at or resident at or generally attending the Development;
  - 1.4.2 bespoke surveys focused on assessing particular measures or developing understanding to respond to particular transport issues; and
  - 1.4.3 monitoring the pick up and drop off of Students such monitoring to include vehicle surveys.
- 1.5 Within one month of completion of each such review pursuant to paragraph 1.4 of this Part 5, SCDL and the Developer shall submit to the Local Planning Authority for approval (in consultation with the Council) the results and shall report on how the Travel Plan has operated during the preceding period and specifically how effective the Travel Plan has been in implementing its objectives and, if necessary depending on the review results and the effectiveness of the Travel Plan in the preceding period, shall propose changes to the Travel Plan and the Blue Badge Parking (if required) together with a timescale for the implementation of any such changes all for approval by the Local Planning Authority (in consultation with the Council).
- 1.6 SCDL and the Developer shall Comply with the changes approved by the Local Planning Authority to the Travel Plan and Blue Badge Parking in accordance with such timescale as may be agreed by the Local Planning Authority pursuant to

paragraph 1.5 of this Part 5 and will liaise with the Travel Plan Co-ordinator in relation to any new measures that may fall within the remit of the Travel Plan Co-ordinator to ensure that such measures are encompassed by the Travel Plan Co-ordinator's duties.

2. **HIGHWAY WORKS**

- 2.1 SCDL and the Developer shall not Occupy nor permit to be Occupied the Development unless and until an agreement pursuant to Section 278 Highways Act 1980 has been entered into with the Council to provide for the delivery of the Highway Works provided that such obligations shall not require SCDL or the Developer to obtain the consent or agreement of any party other than the Council and/or the Local Planning Authority.

Part 6

**STUDENT ACCOMMODATION MANAGEMENT PLAN**

**1. STUDENT ACCOMMODATION MANAGEMENT PLAN**

- 1.1 SCDL and the Developer shall no less than six months prior to the first Occupation of the Development submit to the Local Planning Authority a Student Accommodation Management Plan (in consultation with the Council) for approval.
- 1.2 SCDL and the Developer shall not permit the Occupation of any part of the Student Accommodation except in accordance with the Student Accommodation Management Plan (or such amended version thereof that may be agreed in writing by the Local Planning Authority (in consultation with the Council) from time to time and in the event of any breach of this paragraph SCDL and/or the Developer shall upon written notice from the Local Planning Authority (the Local Planning Authority giving reasons why it considers the Student Accommodation Management Plan has not been complied with) take any steps reasonably required by the Local Planning Authority to remedy such non-compliance until the breach is fully rectified to the reasonable satisfaction of the Local Planning Authority.
- 1.3 If the breach is not remedied within twenty-eight days of the Local Planning Authority's notice (or such other reasonable period as may be agreed between the Local Planning Authority and SCDL and/or the Developer in writing) then the SCDL and/or the Developer shall take all reasonable steps to bring about the termination of the Residency Agreement(s) that in the reasonable opinion of the Authority are causing the breach of the Student Accommodation Management Plan.

**2. COMMUNITY LIAISON GROUP**

- 2.1 SCDL and the Developer shall not Occupy the Student Accommodation unless and until they have at their sole expense appointed a Community Liaison Officer, such Community Liaison Officer to:
- 2.1.1 engage and liaise with residential, trade and business associations within a three mile radius of the Development in respect of the operation of the Community Liaison Group;
- 2.1.2 arrange and chair Community Liaison Group meetings; and
- 2.1.3 ensure Community Liaison Group Meetings are held in accordance with the provision of this Part 6 and at a venue which is within a reasonable walking distance of the Development.
- 2.2 SCDL and the Developer shall notify the Local Planning Authority of an appointment made in accordance with paragraph 2.1 of this Part 6 within fourteen days of such appointment.
- 2.3 SCDL and the Developer shall not Occupy the Student Accommodation unless and until at their sole expense the Community Liaison Group has been established and thereafter convened in accordance with paragraphs 2.4 to 2.7 of this Part 6.
- 2.4 The Community Liaison Group shall have the following aims and objectives:-
- 2.4.1 a forum for members of the Community Liaison Group to discuss any nuisance events arising from the Occupation of the Student Accommodation;

- 2.4.2 to discuss and agree any appropriate remedies (such remedies not to unreasonably prejudice the commercial interests of SCDL and/or the Developer) to resolve any nuisance events raised at the Community Liaison Group;
  - 2.4.3 to recommend and advise SCDL and the Developer of any remedies to resolve any nuisance events raised at the Community Liaison Group; and
  - 2.4.4 to discuss the implementation and performance of the Student Accommodation Management Plan and to identify any modifications to the plan for submission to the Local Planning Authority for approval.
- 2.5 SCDL and the Developer shall invite representatives of:-
- 2.5.1 residential, trade and business associations within a one kilometre radius of the Property;
  - 2.5.2 the Council; and
  - 2.5.3 the Local Planning Authority
- to be members of the Community Liaison Group.
- 2.6 The Community Liaison Group shall be considered established for the purposes of paragraph 2.4 of this Part 6 upon the date of the first meeting of the Community Liaison Group.
- 2.7 The Community Liaison Group shall meet:
- 2.7.1 within one month of the start of each Academic Year; and then
  - 2.7.2 once every two months or more frequently thereafter until the 1 February in each Academic Year; and then
  - 2.7.3 from 1 February until the start of the following Academic Year once every three months (or more frequently) when such meetings shall recommence in accordance with 2.7.1; and

such meetings shall be convened and operated in accordance with this Part 6 for the life of the Student Accommodation.

### 3. **RESTRICTION ON OCCUPATION**

- 3.1 Unless otherwise agreed in writing between the Local Planning Authority and SCDL and/or the Developer the Development shall not be Occupied unless and until the Local Planning Authority has approved the Student Accommodation Management Plan.

## SCHEDULE 2

### COUNCIL OBLIGATIONS

#### 1. APPLICATION OF FUNDS BY THE COUNCIL

1.1 Following receipt of the Employment Skills and Local Businesses Contribution the TRO Contribution and the Public Realm Contribution from SCDL and/or the Developer pursuant to the obligations set out in Part 4 of Schedule 1, the Council covenants and undertakes to apply such sums or amounts only for the following purposes:-

1.1.1 the Employment Skills and Local Businesses Contribution shall be applied towards funding skills training to support local residents when seeking employment or in their employment and towards funding business development programmes for businesses located in the London Borough of Newham;

1.1.2 the Monitoring Fee shall be applied towards monitoring SCDL's and the Developer's compliance with the covenants given to the Council in this Agreement (including for the avoidance of doubt the costs of the Monitoring Officer);

1.1.3 the TRO Contribution shall be applied in pursuance of the traffic regulation order for the control of the Great Eastern Road lay-by; and

1.1.4 the Public Realm contribution shall be applied towards public realm enhancements within the Vicinity of the Site.

**PROVIDED THAT** for the avoidance of doubt the Council will be entitled to treat any accrued interest as if it were part of the principal sum paid by SCDL and/or the Developer.

1.2 The Council shall not later than ten Business days following receipt of SCDL's and the Developer's notice pursuant to Clause 6.1.1(a) name an officer who shall be responsible for receiving the monitoring information provided to the Council by SCDL and the Developer pursuant to Part 3 of Schedule 1.


1.3 In the event that any part or all of the Employment Skills and Local Businesses Contribution, the TRO Contribution and the Public Realm Contribution paid by SCDL and/or the Developer pursuant to paragraphs 1, 2, and 5 of Part 4 of Schedule 1 have not been used for the purposes set out within paragraph 1.1 of this Schedule 2 within seven years from the date of payment of such sums or amounts, the Council shall within twenty-eight days of the end of the said period of seven years repay such sums or amounts (or such part thereof) to whoever paid the contribution in question with any interest earned on such sums from the date of payment until the date of repayment by the Council but less any tax that may be payable thereon **PROVIDED THAT** the Council shall not be required to repay any sum or sums which the Council is contractually committed to pay to another party at the date of expiration of the said period or any sum which is required by the Council to secure the completion of any works, project or programme or provision of services which has/have commenced but has/have not been completed as at the expiration of the said period.

1.4 In the event that this Agreement is extinguished automatically pursuant to Clause 2.11, the Council shall within twenty-eight days of the date of extinguishment repay to whoever paid the contribution in question any sums or amounts received by the Council pursuant to any obligations set out in Schedule 1 with interest as aforesaid any sums which remain unspent by the Council as at the date of the said extinguishment **PROVIDED THAT** the Council shall not be required to repay any sum

or sums which the Council is contractually committed to pay to another party at the date of extinguishment of this Agreement or any sum which is required by the Council to secure the completion of any works, project or programme or provision of services which has/have commenced but has/have not been completed as at date of extinguishment of this Agreement.

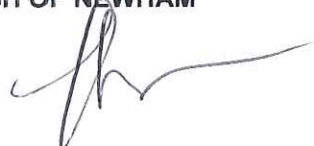
**IN WITNESS** whereof the parties hereto have executed this Agreement the day and year first above written

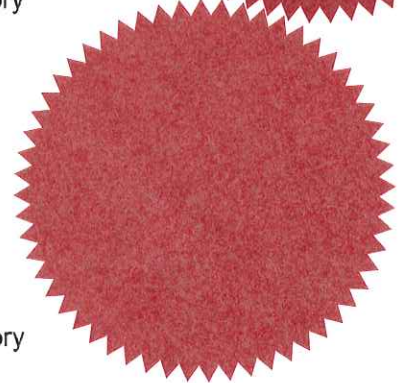
**EXECUTED** as a Deed  
(but not delivered until dated)  
by affixing the Common Seal of the  
**LONDON LEGACY DEVELOPMENT CORPORATION**  
in the presence of:-

)  
)  
)  
)  
)  
)  
  
Authorized Signatory




**EXECUTED** as a Deed  
(but not delivered until dated)  
by affixing the Common Seal of the  
**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM**  
in the presence of:-



)  
)  
)  
)  
)  
)  
  
Authorized Signatory



**EXECUTED** as a Deed  
(but not delivered until dated) by  
**STRATFORD CITY DEVELOPMENTS LIMITED**  
acting by:-

)  
)  
)  
)  
)  
)  
Director   
Director/Secretary

**EXECUTED** as a Deed  
(but not delivered until dated) by  
**LDC (ANGEL LANE) LIMITED**  
acting by:-

)  
)  
)  
)  
)  
)  
Director   
Director/Secretary 



**APPENDIX 1**

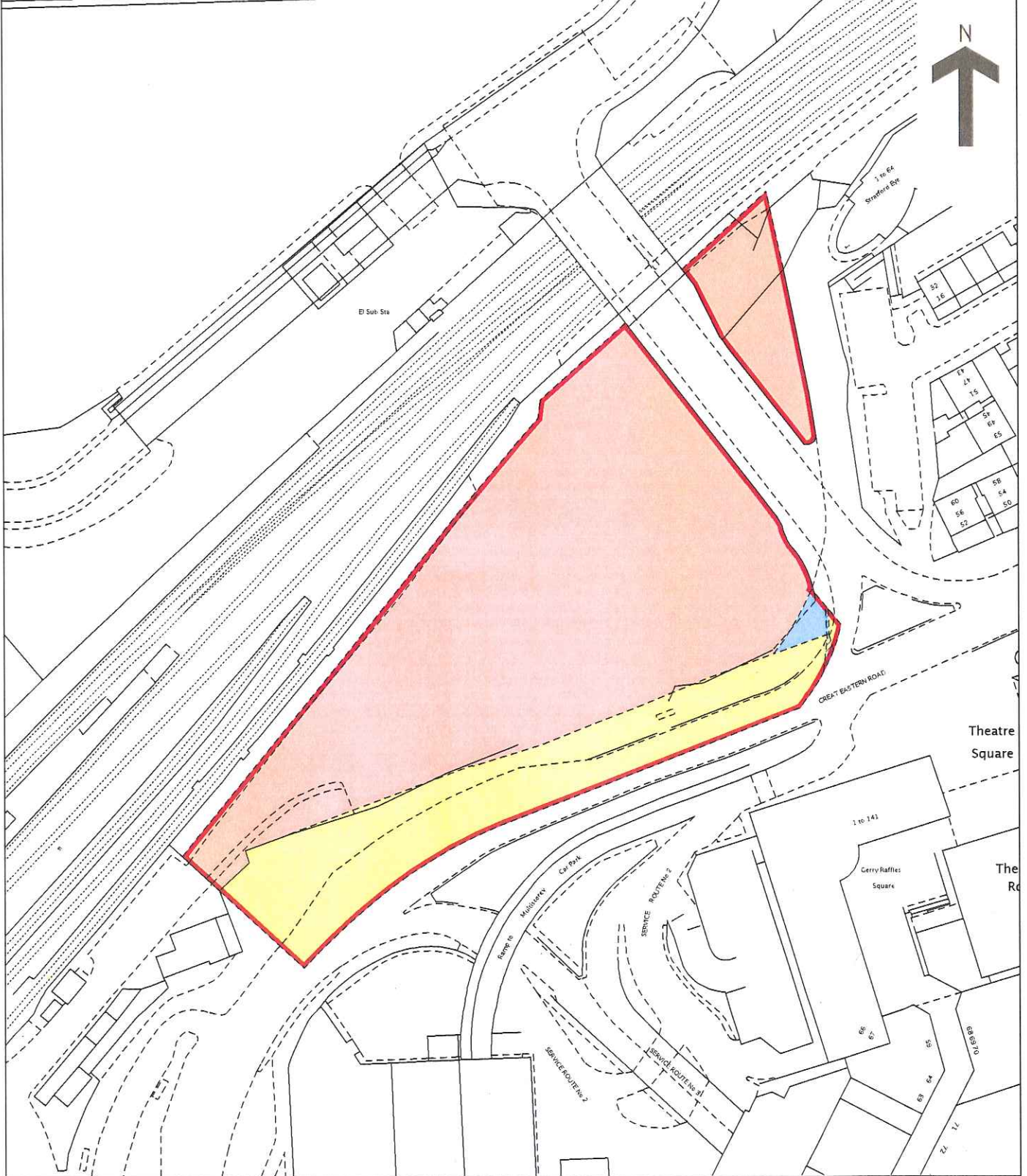
**PLANS**

Land Registry  
Official copy of  
title plan

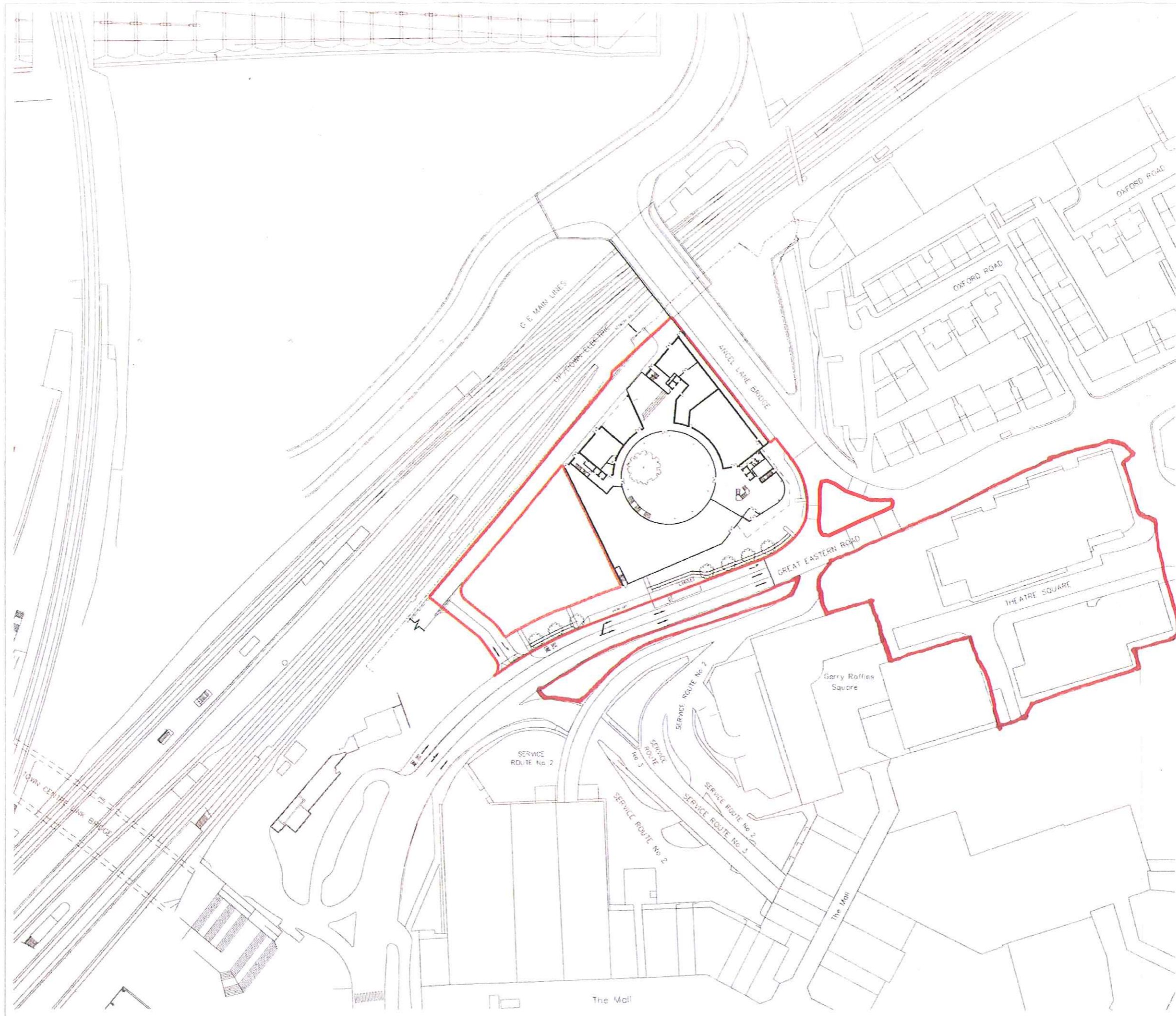
Title number **TGL379335**  
Ordnance Survey map reference **TQ3884NE**  
Scale **1:1250**  
Administrative area **Newham**



© Crown copyright and database rights 2013 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



*h*  
*BS* TITLE PLAN  
*~*







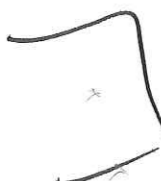
BUILDING DESIGN PARTNERSHIP LTD SHALL HAVE NO RESPONSIBILITY FOR ANY USE MADE OF THIS DOCUMENT OTHER THAN FOR THAT WHICH IT WAS PREPARED AND ISSUED.

ALL DIMENSIONS SHOULD BE CHECKED ON SITE.

DO NOT SCALE FROM THIS DRAWING.

ANY DRAWING ERRORS OR DIVERGENCES SHOULD BE BROUGHT TO THE ATTENTION OF BUILDING DESIGN PARTNERSHIP LTD AT THE ADDRESS SHOWN BELOW.

**NOTES**

B	Planning Submission	DD/KJT	14.11.12
A	ISSUE TO BMT	DD/KJT	17.10.12
	First Issue	DD/KJT	03.10.12

REVISION / DISCIPLINE / NO.

CLIENT LOG

The heart of student living **UNITE**

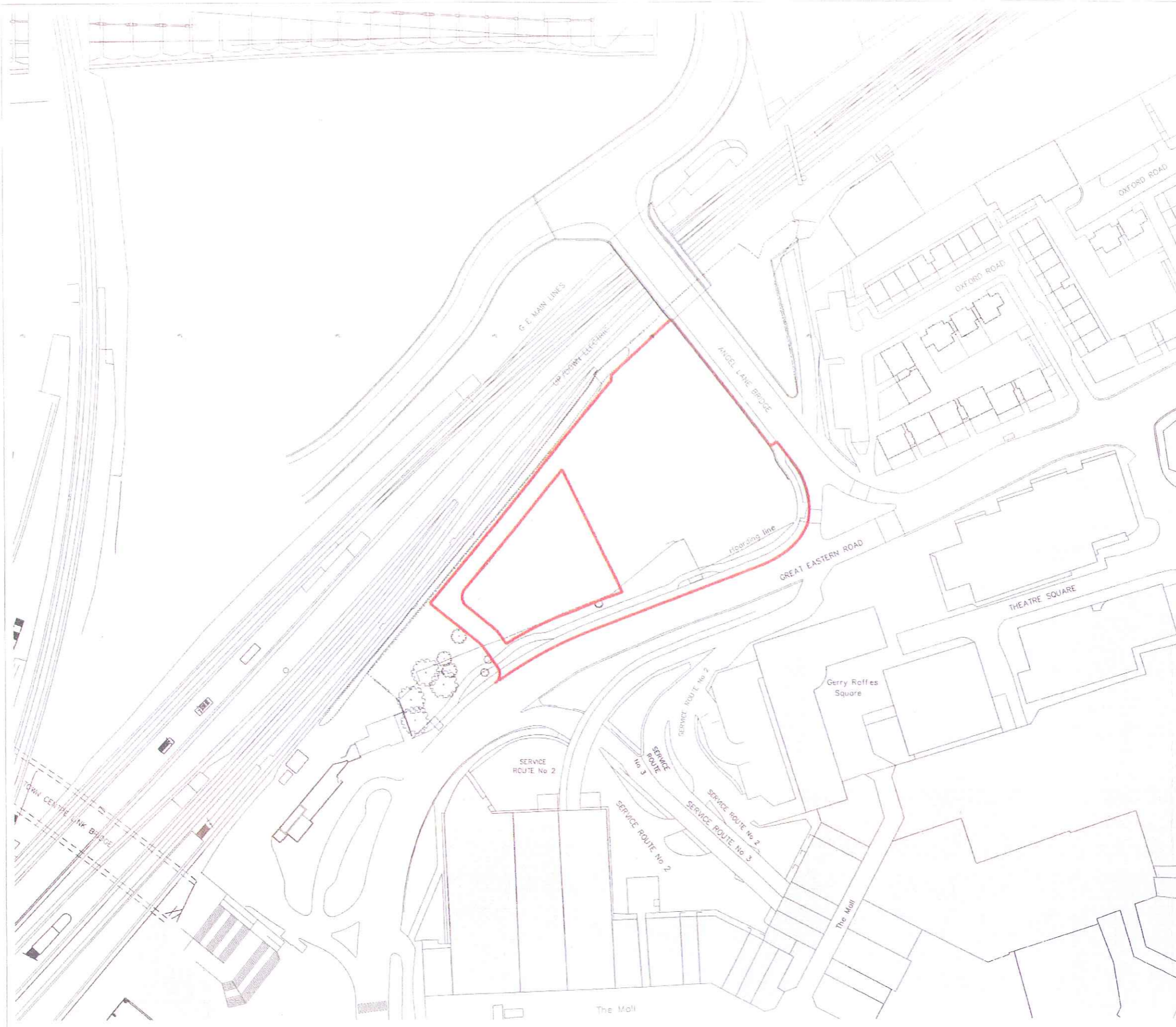
**BDP.**

16 Brewhouse Yard  
Clerkenwell  
London, EC1V 4LJ  
United Kingdom

T +44 (0)20 7812 8000  
F +44 (0)20 7812 8399  
www.bdp.com

UNITE Student Housing  
Angel Lane, Stratford

DRAWING TITLE	Public Realm Improvements Area	SCALE	1:1250@A3
		DATE	01.03.12
REVISION			



BUILDING DESIGN PARTNERSHIP LTD SHALL HAVE NO RESPONSIBILITY FOR ANY USE MADE OF THIS DOCUMENT OTHER THAN FOR THAT WHICH IT WAS PREPARED AND ISSUED.

ALL DIMENSIONS SHOULD BE CHECKED ON SITE.

DO NOT SCALE FROM THIS DRAWING.

ANY DRAWING ERRORS OR DIVERGENCES SHOULD BE BROUGHT TO THE ATTENTION OF BUILDING DESIGN PARTNERSHIP LTD AT THE ADDRESS SHOWN BELOW.

### NOTES

- Proposed Planning
- Application Boundary
- Future Development - Area not included in application



*[Handwritten signatures and initials in blue and black ink]*

A PLANNING SUBMISSION DD/KJT 14.11.12

First Issue DD/KJT 03.10.12

REVISION DESCRIPTION *[Handwritten blue scribble]*

CLIENT LOGO



# BDP.

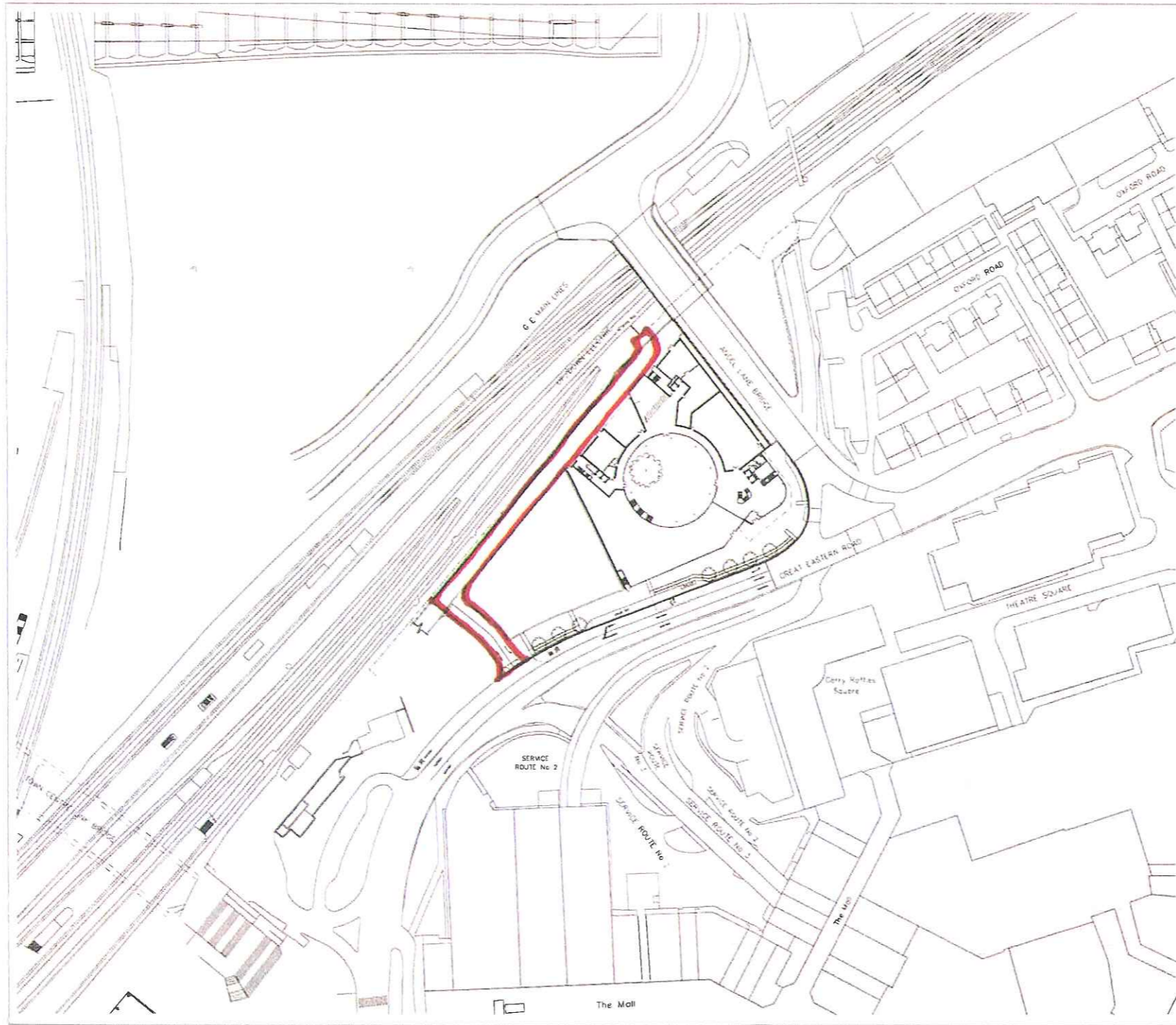
16 Brewhouse Yard  
Clerkenwell  
London, EC1V 4LJ  
United Kingdom

T +44 (0)20 7812 8000  
F +44 (0)20 7812 8399  
www.bdp.com

UNITE Student Housing  
Angel Lane, Stratford

P2005112

DRAWING TITLE	SCALE
Existing Site Plan	1:1250@A3
DATE	REVISION
01.03.12	A
DRAWING NO.	
(00)AP001	



BUILDING DESIGN PARTNERSHIP LTD SHALL HAVE NO RESPONSIBILITY FOR ANY USE MADE OF THIS DOCUMENT OTHER THAN FOR THAT WHICH IT WAS PREPARED AND ISSUED.  
 ALL DIMENSIONS SHOULD BE CHECKED ON SITE.  
 DO NOT SCALE FROM THIS DRAWING.  
 ANY DRAWING ERRORS OR DIVERGENCES SHOULD BE BROUGHT TO THE ATTENTION OF BUILDING DESIGN PARTNERSHIP LTD AT THE ADDRESS SHOWN BELOW.

**NOTES**

- Proposed Planning
- Application Boundary
- Future Development - Area not included in application



B	Planning Submission	DD/KJT 14.11.12
A	ISSUE TO BMT	DD/KJT 17.10.12
	Final Issue	DD/KJT 03.10.12

The heart of student living 

**BDP.**

16 Brewhouse Yard  
 Clerkenwell  
 London, EC1V 4LJ  
 United Kingdom

T +44 (0)20 7812 8000  
 F +44 (0)20 7812 8399  
 www.bdp.com

UNITE Student Housing  
 Angel Lane, Stratford

**HIGHWAY PLAN**

1:1250@A3

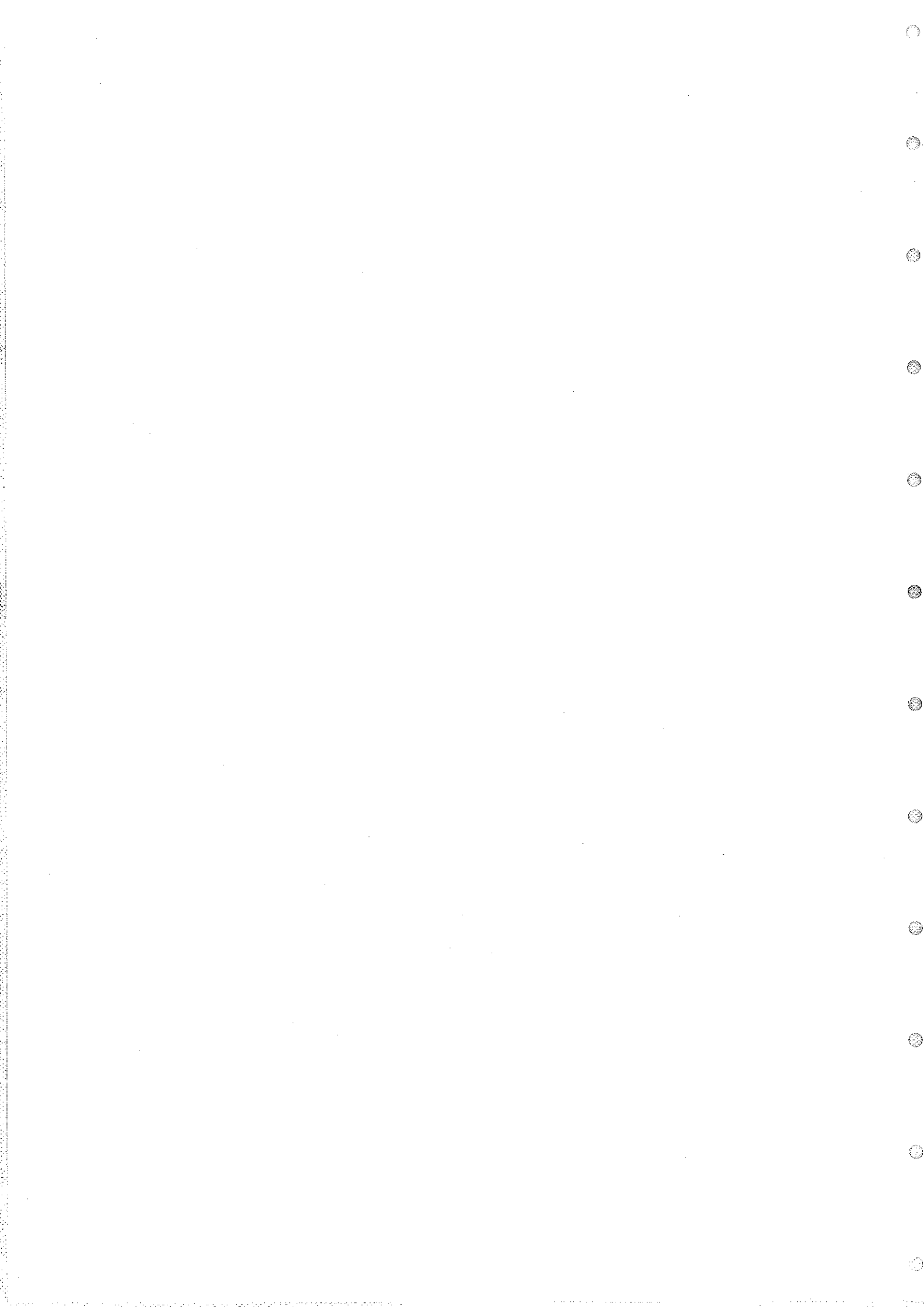
*[Handwritten signatures and initials in blue ink]*





**APPENDIX 2**  
**DRAFT PLANNING PERMISSION**





**12/00221/FUM Angel Lane Unite**

**Draft Decision Notice**

1. The development to which this permission relates must be commenced not later than the expiration of **THREE YEARS** from the date of this permission.

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

2. Any application or submission for any approval pursuant to these conditions shall be made in writing to the Local Planning Authority.

Reason: To ensure that a proper record is kept.

3. Unless minor variations are otherwise approved in writing by the Local Planning Authority and to the extent that any such variations do not deviate from this permission, the development hereby approved is to be carried out strictly in accordance with the following drawings:

(00)AP001 Rev A Existing Site Plan  
(00)AP002 Rev C Proposed Site Plan

(20)AP1001 Rev D Level 1 – Ground Floor Plan  
(20)AP1002 Rev D Level 2 – First Floor Plan  
(20)AP1003 Rev D Level 3  
(20)AP1004 Rev B Level 4  
(20)AP1005 Rev B Level 5  
(20)AP1006 Rev B Level 6  
(20)AP1007 Rev B Level 7  
(20)AP1008 Rev B Level 8  
(20)AP1009 Rev B Level 9  
(20)AP1010 Rev B Level 10  
(20)AP1011 Rev B Level 11  
(20)AP1012 Rev B Level 12  
(20)AP1013 Rev B Level 13  
(20)AP1014 Rev B Level 14  
(20)AP1020 Rev A Roof Plan

(20)AP1030 Rev A Accessible Room Location Plans  
(20)AP1031 Accessible Studio Plans

(20)AS0500 Rev A North to South Context Elevation  
(20)AS2000 Rev B East Courtyard Elevation  
(20)AS2001 Rev B South Courtyard Elevation  
(20)AS2002 Rev B West Courtyard Elevation

(20)AE3000 Rev B East Elevation  
(20)AE3001 Rev B South Elevation  
(20)AE3002 Rev B West Elevation  
(20)AE3003 Rev B North Elevation

(20)AE3300 Rev A Bay Study – External Wrap

(20)AE3301 Rev A Bay Study – Internal Wrap  
(20)LP1000 Rev A Ground Floor Plan – Landscape  
(20)LP1001 First Floor Garden Plan - Landscape  
(20)LP1002 Roof Terrace Plan - Landscape

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

Reason: To ensure that the development is constructed in accordance with the approved plans and other details submitted, in accordance with policy SP3 of the LB Newham Core Strategy and policy 7.6 of the London Plan 2011.

4. The Local Planning Authority shall be notified in writing, at least one week in advance, that development under this permission is to commence.

Reason: To assist in checking that conditions have been met.

5. Prior to the commencement of the development hereby approved a scheme to deal with the risks associated with contamination of the site shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include:
1. A preliminary risk assessment which has identified all previous uses; potential contamination associated with those uses; a conceptual model of the site indicating sources, pathways and receptors; potentially unacceptable risks arising from contamination at the site.
  2. A site investigation scheme based on (1) above to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
  3. The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
  4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollution linkages, maintenance and arrangements for contingency action.
- Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: To ensure protection of controlled waters, and in accordance with policy 5.21 of the London Plan and policy SP3 of the LB Newham Core Strategy 2012.

6. The development hereby permitted shall not be occupied until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure protection of controlled waters, and in accordance with policy 5.21 of the London Plan and policy SP3 of the LB Newham Core Strategy 2012.

7. Piling or any other foundation designs using penetrative methods shall not be 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 groundwater. The development shall be carried out in accordance with the approved details.

Reason: To ensure protection of controlled waters, and in accordance with policy 5.21 of the London Plan and policy SP3 of the LB Newham Core Strategy 2012.

8. No impact piling shall take place until a piling method statement (detailing 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 sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure. In accordance with policy 5.21 of the London Plan and policy SP3 of the LB Newham Core Strategy 2012.

9. 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. Prior to the commencement of the development, details of how surface water will be disposed of shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency and Thames Water. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority. The surface water drainage system should include petrol/oil interceptors. The scheme shall subsequently be implemented and retained in accordance with the approved details before the development is completed.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, in accordance with policy 5.21 of the London Plan and policy SP3 of the LB Newham Core Strategy 2012.

10. No development shall be commenced until a Construction Method and Management Statement has been submitted to and approved by the Local Planning Authority. As a minimum the Construction Method and Management Statement shall include the following;
- (a) details of the location of any construction compounds, either on-site or on land elsewhere;
  - (b) details of on-site construction vehicle circulation, including location of site access, on-site vehicle routes, parking areas and frequency of movements;
  - (c) details of lighting during the construction of the development
  - (d) a dust management plan;
  - (e) wheel washing facilities, including wheel spinners with water jets;
  - (f) hours of operation of construction.
  - (g) the position and operation of cranes
  - (h) a Construction Logistics Plan

The development shall be undertaken in accordance with the approved details unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To protect amenity through minimising disruption and disturbance and to be in accordance with Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State).

11. No demolition, construction or maintenance activities undertaken at the site which are audible from the boundary of any residential dwelling shall be undertaken outside the hours of 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 Saturday or any time on bank or public holidays without the prior written approval of the Local Planning Authority, unless works have been otherwise approved in advance under section 61 of the Control of Pollution Act 1974.

Reason: To protect amenity through minimising disruption and disturbance in accordance with Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State).

12. Deliveries by road of construction and demolition materials to and from the development hereby approved shall only take place between 08.00 - 18.00 Monday to Friday and 08.00 - 13.00 on Saturday and at no other time except with the prior written approval of the Local Planning Authority to minor variations.

Reason: To protect amenity through minimising disruption and disturbance in accordance with Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State).

13. Noise from construction activities shall not exceed 65dB Laeq 1 hour & 70dB Laeq 1 minute at any educational premises measured at 1 metre from the façade of the educational building in question during term time, unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent loss of amenity and ensure educational well being in accordance with Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State).

14. Noise from construction activities shall not exceed 75dB Laeq 10 hour between 8.00 and 18.00 Monday to Friday and shall not exceed 75dB Laeq 5 hour between 8.00 and 13.00 on Saturdays unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent loss of amenity in accordance with Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State).

15. No plant shall be installed until proposals for noise assessment and noise mitigation measures for all permanent plant and processes within that part of the development have been submitted and approved in writing by the Local Planning Authority. Such measures shall be implemented in accordance with details approved pursuant to this condition.

Reason: To prevent loss of amenity in accordance with Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State)

16. A) The development hereby permitted shall not commence until the applicant has secured the implementation of a programme of archaeological works in accordance with a Written Scheme of Investigation which has been submitted to, and approved by, the Local Planning Authority.
- B) No development or demolition shall take place other than in accordance with the Written Scheme of Investigation approved under Part (A).
- C) The development shall not be occupied until;
- (i) the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (A);
  - (ii) provision has been made for analysis, publication and dissemination of the results; and
  - (iii) archive deposition has been secured.

Reason: Heritage assets of archaeological interest survive on the site. The Local Planning Authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development (including historic buildings recording), in accordance with policy 7.8 of the London Plan and policy SP5 of the LB Newham Core Strategy 2012.

17 London Underground Infrastructure Protection Condition

The development hereby permitted shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- provide details on all structures;
- accommodate the location of the existing London Underground structures and tunnels;
- accommodate ground movement arising from the construction thereof; and
- mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with London Plan policy 6.2.

- 18 Prior to commencement of the relevant parts of the construction of the facades of the building hereby permitted, detailed drawings and sections (annotated with materials and finishes) at a scale to be agreed with the Local Planning Authority of:

- i) windows, doors and other openings
- ii) balustrades at all roof levels;

- iii) the oversailing projection above the gutter line between the bays that break the roofline on the northern elevation;
- iii) external security surveillance equipment
- iv) external lighting; and
- v) water run-off

shall be submitted to and approved in writing by the Local Planning Authority. The construction of the building facades shall be implemented and shall be retained in accordance with the approved details unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance to the completed development in the interests of visual amenity and in accordance with policy 7.6 of the London Plan and policy SP3 of the LB Newham Core Strategy.

19. Prior to the installation of any windows in the building, details of the specification of the windows and any other noise mitigation measures specified within the acoustic report prepared by RBA Acoustics (dated 31 October 2012) shall be submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the approved details and the windows and noise mitigation measures shall be retained and maintained as approved throughout the life of the development hereby permitted unless minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure an acceptable standard of residential accommodation is provided in accordance with policy EQ45 of the LB Newham Unitary Development Plan (saved policies September 2007).

20. Full details including samples of the materials to be used on all external surfaces (including glazing) shall be submitted to and approved by the Local Planning Authority in writing prior to their use on site. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained throughout the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied as to the details of the development and to protect the visual amenities of the locality in accordance with policy 7.6 of the London Plan and policy SP3 of the LB Newham Core Strategy.

21. The southern and eastern elevations of the conservatory common room to be constructed at level 11 of the eastern wing of the building hereby approved shall be fitted with opaque glazing to the satisfaction of the Local Planning Authority prior to commencement of the use of the common room and shall thereafter be permanently maintained throughout the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

Reason: To ensure a satisfactory appearance to the development and to safeguard the amenity of occupiers of existing residential properties, and in accordance with policy SP3 of the LB Newham Core Strategy 2012.

22. Upon completion of the development and prior to its first occupation, evidence shall be submitted to, and approved by, the Local Planning Authority to demonstrate that the development hereby approved has attained an Excellent BREEAM rating. Throughout

the life of the development hereby permitted it shall be operated in accordance with an Excellent BREEAM rating.

Reason: To ensure that the development meets the wider objectives of energy efficiency in new building design and construction in accordance with Policy 5.3 of the London Plan 2011.

23. Prior to the commencement of the relevant part of the development, full details of the proposed hard and soft landscaping within the ground floor garden, first floor podium, along the eastern elevation to Angel Lane and on all accessible roof terraces shall be submitted to the Local Planning Authority for approval. The details shall include a statement to demonstrate how the landscaping has been designed to enhance surface water management as well as full details of all trees, shrubs and other vegetation to be planted, including species, size and density of planting, together with full specification for the depth of the planting medium across these areas. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained throughout the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied as to the details of the development and to protect the visual amenities of the locality in accordance with policy 5.10 of the London Plan and policy SP2 of the LB Newham Core Strategy 2012.

24. Prior to the commencement of the relevant part of the development, full details of the proposed hard and soft landscaping within the streetscape of Great Eastern Road shall be submitted to and approved in writing by the Local Planning Authority. The details shall include full details of all trees, shrubs and other vegetation to be planted, including species, size and density of planting, together with full specification for the depth of the planting medium across these areas. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained throughout the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied as to the details of the development and to protect the visual amenities of the locality in accordance with policy 5.10 of the London Plan and policy SP7 of the LB Newham Core Strategy 2012.

25. The details of hard landscaping required to be submitted pursuant to condition 24 above, shall include all details of public realm works along Great Eastern Road and shall include for the provisions to be made for 20 visitor cycle parking spaces in the proximity of the entrance foyer to the student accommodation and the design and location of wayfinding signage at the junction of Angel Lane and Great Eastern Road.

Reason: To ensure that adequate provision is made for the convenience of visitors to the development, and in accordance with policy SP7 of the LB Newham Core Strategy 2012.

26. Prior to commencement of the relevant part of the development (i.e. any hard or soft landscaping) full details for biodiversity enhancement measures (including the installation of bird and bat boxes) shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained throughout



the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

Reason: In the interest of sustainable design and construction and to enhance biodiversity within the development in accordance with policy 5.10 of the London Plan 2011.

27. Prior to the commencement of the relevant part of the development, an Accessibility Management Plan (AMP) shall be submitted to the Local Planning Authority. The AMP shall include details of:
1. The detailed design and layout of rooms that will be adapted for wheelchair users from the outset;
  2. A mechanism to enable additional bedrooms to be fitted out within a reasonable timescale to allow disabled students the same booking opportunities as non-disabled students;
  3. Details of the way in which the web-site which advertises rooms at the development will advertise the availability of adapted rooms; and
  4. Details of the blue badge parking provision and the mechanism for review and further provision of blue badge spaces if required.

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

Reason: To ensure an inclusive environment in accordance with Policy SP3 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012 and policy 7.2 of the London Plan 2011.

28. Within 6 months from the commencement of the development, an acoustic report shall be submitted to and approved in writing by the Local Planning Authority to demonstrate that ground borne noise from the railway tracks to student accommodation rooms does not exceed 40dB LA max(s).

Reason: To ensure the student accommodation provides a satisfactory standard of accommodation, in accordance with policy SP2 of the LB Newham Core Strategy 2012.

29. Within 6 months from the date of commencement of occupation of the development full energy modelling calculations shall be submitted to and approved by the Local Planning Authority to demonstrate that the 27% reduction in CO2 emissions is met.

Reason: To ensure that the development meets the wider objectives of energy efficiency in new building design and construction in accordance with Policy 5.2 of the London Plan 2011.

30. The development hereby permitted shall be connected to the Stratford District Heating Network and the building shall not be occupied until it has been so connected.

Reason: To ensure a high standard of sustainable design and construction, in accordance with policies 5.2 and 5.6 of the London Plan and policy SC2 of the LB Newham Core Strategy 2012.

31. Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (or any Order revoking or re-enacting that Order with or without modification), the

development shall only be used as student residential accommodation, except for the ground floor which may on first letting and subject to the limitations of condition 32 be used for any purpose falling within Use Classes A1, A2, A3, B1(a), D1 or D2, and any change of use following first occupation of the ground floor of the development shall be subject to the prior written approval of the Local Planning Authority.

Reason: To ensure that the development continues to meet the needs for student accommodation in accordance with policy 3.8 of the London Plan and policy H3 of the LB Newham Core Strategy 2012.

32. No part of the ground floor commercial area of the development shall be used as a convenience foodstore falling within Class A1 of the Town and Country Planning Uses Classes Order 1987 (as amended) without the prior consent in writing of the Local Planning Authority.

Reason: To ensure that adequate servicing arrangements are made to prevent obstruction of the highway, in the interests of highway safety.

33. Prior to first occupation of the student accommodation element of the development a management plan for the use of the accessible roof terraces shall be submitted to the Local Planning Authority for approval (Accessible Roof Terrace Management Plan). The Accessible Roof Terrace Management Plan shall detail the hours within which access to the roof terraces will be allowed; details to control noise emissions; and measures to be taken to prevent nuisance to nearby residential property. The Plan will be implemented from first occupation of the development and maintained at all times thereafter throughout the life of the development hereby approved to the satisfaction of the Local Planning Authority.

Reason: To safeguard the amenity of occupiers of nearby residential property, in accordance with policy SP2 of the LB Newham Core Strategy 2012.

34. Prior to the commencement of the relevant part of the development details of the method of provision for secure cycle storage and the installation of one Electric Vehicle Charging Point at the Blue Badge Parking Spaces shall be submitted to and approved in writing by the Local Planning Authority. The cycle storage and vehicle charging point shall be constructed in accordance with the approved details and maintained at all times thereafter throughout the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

Reason: To ensure that adequate provision is made for sustainable forms of transport and in accordance with policy 6.3 of the London Plan.

35. Before any part of the commercial floorspace is fitted out for occupation details of the shopfront glazing and areas for signage to be installed shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details, unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance to the completed development in the interests of visual amenity, in accordance with policy SP3 of the LB Newham Core Strategy 2012.

36. Prior to the commencement of the relevant part of the development hereby permitted, full details of the grease trap or grease digester system to be installed within any commercial kitchen shall be submitted to and approved by the Local Planning

Authority. Details should include plan and sectional drawings with measured drain sizes and invert levels, full manufacturers specifications etc. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours, in accordance with policy SP2 of the LB Newham Core Strategy 2012.

37. Prior to the commencement of the relevant part of the development hereby permitted, full details of any mechanical ventilation associated with the commercial operation of any part of the building shall be submitted to and approved by the Local Planning Authority. Details should include full specifications of all filtration, deodorising systems, noise output and termination points. Particular consideration should be given to the potential high level discharge of kitchen extract air where a high level of discharge is usually essential. The venting of A3 to A5 uses below residential will not be permitted. The approved scheme shall be completed prior to occupation of the development and shall be permanently maintained thereafter. Reference shall be had to Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems published by DEFRA ([www.defra.gov.uk/environment/noise/research/kitchenexhaust/index.htm](http://www.defra.gov.uk/environment/noise/research/kitchenexhaust/index.htm))

Reason: To protect the amenity of future occupants and/or neighbours, in accordance with policy SP2 of the LB Newham Core Strategy 2012.

38. Prior to first occupation of the student accommodation hereby permitted arrangements shall be made to secure the student accommodation as "car-free" in accordance with a detailed scheme or agreement which has been submitted to and approved in writing by the Local Planning Authority. The approved scheme/agreement shall ensure that all future residents within the student accommodation hereby approved cannot apply for or obtain an on-street parking permit to park a vehicle on the public highway, and such approved scheme shall be implemented on first occupation of the student accommodation, and shall be maintained at all times thereafter unless minor variations have been agreed in writing by the Local Planning Authority.

Reason: To prevent on-street parking within restricted parking areas and to encourage the use of public transport to access the development in view of the high level of accessibility to public transport, and in accordance with policy 6.13 of the London Plan 2011.

### **Informatives**

#### **Mayor of London's Community Infrastructure Levy (CIL) –**

This application will attract a charge under the Mayor of London's CIL, which in the London Borough of Newham is a flat rate charge of £20 per square metre of internal floorspace.

For more information on the Mayor of London's CIL please see

[www.london.gov.uk/publication/mayoral-community-infrastructure-levy](http://www.london.gov.uk/publication/mayoral-community-infrastructure-levy). To view the CIL regulations and for more information on CIL in general please see the Communities and Local Government CIL webpage on

[www.communities.gov.uk/planningandbuilding/planningsystem/communityinfrastructurelevy](http://www.communities.gov.uk/planningandbuilding/planningsystem/communityinfrastructurelevy).

Be advised that if you wish to make a claim for relief this needs to be made before the development is commenced, please see the Claiming Exemption or Relief Form also on the Planning Portal.

You are also required to notify Newham Council prior to commencement of the development, please see the Commencement Notice Form also on the Planning Portal.

There are penalty surcharges in the CIL regulations if no one assumes liability and a Commencement Notice is not submitted to Newham Council. It is an offence for a person to knowingly or recklessly supply information which is false or misleading in a material respect to a collecting or charging authority in response to a requirement under the Community Infrastructure Levy Regulations (2010) as amended (regulation 110, SI 2010/948). A person guilty of an offence under this regulation may face unlimited fines, two years imprisonment, or both.

### **London Underground Infrastructure Protection**

The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to: demolition; excavation; construction methods; security; boundary treatment; safety barriers; landscaping and lighting.

### **Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)**

The proposed passenger/goods lift must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation IS NOT ADEQUATE. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance.

Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

### **Informative on Legionella.**

The proposed commercial development appears to have an above average risk of causing human ill health due to legionella bacterial colonisation of the water systems. All non-domestic buildings with hot and / or cold water systems must by law have a risk assessment for legionella carried out in accordance with HSE Approved Code of Practice L8 "the control of legionella bacteria in water systems". The most cost effective time to start the risk assessment process for new development is at the planning stage as many factors elevating risk can be addressed at this point. Good design will also greatly reduce the need for frequent and expensive maintenance to water systems whilst introducing necessary engineering changes retrospectively may be considerably more expensive.

The following are some examples of water systems that give rise to increased risk :-

- Single showers, (especially those intended for people who use wheelchairs) – may be rarely used and therefore rarely cleaned/maintained and thus give rise to situations where undisturbed scale and biofilms are more likely to develop. Single showers are often on separate long pipe runs resulting in "dead legs" with little water usage and result in water stagnating or being held at the least desirable temperatures for long periods.
- Indoor water features (especially fountains and foggers), indoor water will be at ambient temperature that will cause water to be at potentially unsafe temperatures for parts of the year. As the water is open and re-circulating it will become contaminated with atmospheric micro nutrients further encouraging colonisation.
- Changing room showers for venues not used all year round. Certain sports are seasonal and so such facilities may be unused for periods of the year resulting in risk of bacterial multiplication. Some venues, such as schools, regularly close for weeks at a time. Some multi use venues have showers installed for some intended uses (such as theatrical performance) that may only rarely occur.

- Humidified hot or cold food display cabinets.
- Spa or Whirlpool baths.

All of these features can be operated safely, but impose design and maintenance restrictions that must be met if safety of occupants is to be ensured. The cost of safely operating such features can be greatly reduced by correct risk assessment at the design stage. For most commercial buildings such a risk assessment need not be complex or burdensome, assuming that the basic design fully meets the building regulations and all components meet the relevant UK water regulations. However simply meeting these regulations on their own, is not always sufficient as the overall design and maintenance regime as a whole needs to be managed. Often simple changes such as better insulation, or installing 'point of use' heating (rather than remote heating or stored hot water) significantly reduce risk. Regular maintenance is, however, usually essential on all systems.

There is a potential safety conflict between the use of high temperatures for stored hot water (to reduce the legionella risk), and the creation of a scalding risk for vulnerable building users. This often results in a need for point of use thermostatic mixing valves. However such valves need great care when inserting into a design if the legionella risk is to be properly controlled to an acceptable level. They also impose additional maintenance requirements. Further information see: <http://www.hse.gov.uk/legionnaires/>.

### **Land Contamination.**

For advice and information upon contaminated land site investigation, risk assessment and implementing a remediation strategy it is recommended that the developer contacts the Environmental Health Pollution Control Unit, Housing & Public Protection, Third Floor, West Wing, Newham Dockside, Dockside Road, London E16 2QU Tel 020 3373 0643. The Unit has produced a leaflet 'The development of contaminated sites' which can be downloaded free from [www.newham.gov.uk](http://www.newham.gov.uk). The developer shall notify the Local Planning authority and the Environmental Health Pollution Control Unit of the start dates and programme of site investigations and any subsequent remediation works.

For the site investigation, risk assessment and remediation strategy reference should be made to:

- Model Procedures for the Management of Land Contamination, Environment Agency Contaminated Land Report 11. This document can be downloaded free from [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)
- BS 10175: Investigation of potentially contaminated sites – Code of Practice
- Building Regulations 2000 APPROVED DOCUMENT C Site preparation and resistance to contaminants and moisture: C1 Site preparation and resistance to contaminants.

If the site investigation reveals land contamination the associated report must include the results of a source-pathway-receptor environmental risk assessment with regard to the current use and proposed development.

If the site investigation discovers organic containing natural soils or made ground then monitoring of potential ground gases, over a suitable period of time, will be required in order to determine the requirement for gas mitigation measures in the development.

If the site is located in a groundwater protection zone or if groundwater is encountered during the site investigation then the groundwater should also be tested for contamination.

The Local Planning Authority may require more detailed groundwater monitoring to be undertaken on the advice of the Environment Agency.

A remediation scheme should include, where necessary, a long-term commitment to maintenance of any works and measures required by the Local Planning Authority or the Environment Agency.

Remediation capping layers based upon 'Cover systems for land regeneration' BR 465 by the Building Research Establishment will not be accepted, as this is not approved by the Environment Agency.

No soils, or infill materials should be imported onto the site unless they have been satisfactorily proven to be uncontaminated and present no risks to human health, planting and the environment. A declaration to this effect, together with acceptable documentary evidence to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results, should be obtained and copies may be requested by the Local Planning Authority.

Anyone procuring analytical services must ensure that the data supplied to the Local Planning Authority meets the requirements in the Monitoring Certification Scheme (MCERTS). Laboratories undertaking the chemical testing of soil must be accredited, the analytical methods should be appropriate and fit for the purpose of the parameter being investigated and the sampling procedures and the audit trail should also conform. Supporting reports should be prepared by appropriately qualified professionals.

### **Thames Water**

The Applicant should incorporate within the proposal, protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions.

There are public sewers crossing or close to the development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted in some cases for extensions to existing buildings. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the options available at this site.

Thames Water would recommend that petrol / oil interceptors be fitted in all car parking/washing/repair facilities. Failure to enforce the effective use of petrol / oil interceptors could result in oil-polluted discharges entering local watercourses.

The developer will need to contact Developer Services on 0845 850 2777 to discuss connection points to this site.

### **Illustrative Masterplan**

In any application seeking permission for future development that is indicated by the Illustrative Masterplan and which will be served by the new access and junction approved by this application, a Capacity Study shall be undertaken and submitted to demonstrate that the junction has the capacity to accommodate accumulated traffic flows from the approved and proposed development.

In the on-going design development of the Illustrative Masterplan area consideration should be given to the re-provision of coach parking and the inclusion of proposals for the retention of the taxi rank and for the provision of a docking station for cycle hire.

### **Reasons for Approval and Summary of Relevant Development Plan Policies**

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, together with a summary of the policies in the development plan which are relevant to the decision to grant permission.

These Reasons for Approval include a summary of the relevant planning policies as identified in the reports to the LLDC Planning Decisions Committee on 25<sup>th</sup> February 2013 and 27<sup>th</sup> March 2013. The Planning Decisions Committee reached its decision on the planning application on the basis of the planning application documentation, the reports, the update reports and presentations at the Committees, including the application drawings, and the comments of speakers who addressed the Planning Decisions Committee.

The Minutes of the 25<sup>th</sup> February 2013 and 27<sup>th</sup> March 2013 LLDC Planning Decisions Committees provide an account of the discussion, debate and voting on this application.

The development plan for the site comprises:

London Plan 2011

London Borough of Newham Local Development Framework Core Strategy Development Plan Document 2012

London Borough of Newham Unitary Development Plan adopted 2001 (saved in accordance with the direction from the Secretary of State from September 2007 and as retained following the adoption of the Core Strategy).

## **Principle of Development**

### **1. Regeneration**

The principle of development on the Stratford Rail Lands has been established in strategic and local plan policies. As a part of the Stratford Rail Lands the development of the site would contribute toward the regeneration of Stratford and strengthen its role as a Major Town Centre and emerging Metropolitan Centre, in accordance with the following policies;

#### **London Plan July 2011**

##### **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 important regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially for young people), driven by community engagement.

##### **2.9: Inner London**

The Mayor will, and boroughs and other stakeholders should, work to realise the potential of inner London in ways that sustain and enhance its recent economic and demographic growth while also improving its distinct environment, neighbourhoods and public realm, supporting and sustaining existing and new communities, addressing its unique concentrations of deprivation, and improving quality of life and health for those living, working, studying or visiting there.

##### **2.13: Opportunity Areas**

The site is within the Lower Lee Valley Opportunity Area. Within such an area development should support the wider regeneration objectives; contribute towards meeting housing and employment targets, make the best use of transport infrastructure and promote inclusive access, including walking and cycling.

##### **2.14: Areas for Regeneration**

Within the areas for regeneration shown on Map 2.5 the Mayor will work with strategic and local partners to co-ordinate their sustained renewal by prioritising them for neighbourhood-based action and investment.

## **LB Newham Local Development Framework Core Strategy Development Plan Document 2012**

### **S2 – Stratford and West Ham**

New and rejuvenated communities providing approximately 19,700 new additional homes will be developed on the Stratford and West Ham Community Forum Area in sites identified on the Proposals Map.

Stratford will be regarded as an employment hub and centre for strategic retail growth, focussing office and the borough's tallest building development in the area. The Council will pursue, and expect developments to 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 which address, and where appropriate accord with vision-based policies will be supported, to achieve (inter alia):

1. The orchestration of investment and development to create at Stratford a 'Metropolitan Centre' of a quality and magnitude that makes the most of its international links, heritage, its diverse community and prime position in terms of the Olympic legacy contribution towards the eastward expansion of London's core.
2. Improved connectivity to overcome barriers to movement caused by railways, roads, waterways and key development sites to increase integration with surrounding areas and between new and existing communities.
3. All new development is closely integrated with its surroundings to create successful high quality and well connected areas, including the limitation of tall buildings to identified suitable locations.
4. Ensure all new development is supported by timely delivery of infrastructure.
5. Improve the provision, quality and access to open space including greenways and waterways.

The piecemeal development of sites will be resisted particularly where this would prejudice the realisation of the overall vision for the area or where the timing of delivery would be unsupported by infrastructure. Large applications will be expected to be accompanied by realistic phasing proposals.

### **S05 Stratford Central**

Renewal and significant expansion of retail floor space (mainly comparison) in line with the requirements of Policy INF5 together with other town centre uses, residential and public realm and permeability improvements. The key aim is to integrate the area with Stratford City and Olympic Legacy sites, ensuring a complementary offer is developed, and investment momentum catches up.

### **INF5 – Town Centre Hierarchy and Network**

The policy and objective seek the management of town and local centres in accordance with the centre hierarchy, setting out the role and function of each existing centre and including reference to Stratford in the context of it moving up the centre hierarchy from Major Centre to Metropolitan Centre.

## **2. Student Housing**

Stratford is identified in the London Plan as an area for university campus expansion and relocation. An existing shortfall of student accommodation has been identified and the student accommodation would thus meet local and strategic need. Members raised concerns that the accommodation to be provided should meet the identified needs of the London Borough of Newham and adjacent boroughs. It was agreed that measures would be put in place in the s106 legal agreement, through a cascade mechanism for letting the student accommodation, to ensure that the development would firstly meet local and sub-regional needs before meeting the strategic demand for student accommodation.

Concerns have been raised by London Borough of Newham and the Mayor of London that development on this site would result in the loss of land which has the benefit of outline planning permission for residential development and thus result in a potential loss of permanent housing. The s106 legal agreement secures that the development would not be



implemented until alternative provision has been made for the equivalent residential floorspace that would have been provided under the outline planning permission to be developed elsewhere within Zone 1 of Stratford City.

With these measures in place it is considered that the proposals are in accordance with the following policies;

### **London Plan July 2011**

#### **2.16 Strategic Outer London Development Centres**

The Mayor and Boroughs will identify, develop and promote strategic development centres in outer London or adjacent parts of inner London. (Including Higher Education development at Stratford).

#### **3.4 Optimising Housing Potential**

Housing development for different types of location should be optimised. The accompanying table sets out broad ranges of density for residential development based on accessibility to public transport to optimise

#### **3.8 Housing Choice**

The need for different types of residential accommodation should be identified within boroughs to ensure that ...strategic and local requirements for student housing meeting a demonstrable need are addressed without compromising capacity for conventional homes.

### **LB Newham Local Development Framework Core Strategy Development Plan Document 2012**

#### **H1 – Building Sustainable Mixed Communities**

The policy aims to build sustainable communities in quality neighbourhoods with the right mix and balance of housing types, sizes and tenure where residents feel safe and choose to live, work and stay.

New development should fit in with the existing urban character and scale.

#### **H3 – Specialist accommodation Needs**

This policy seeks to ensure that the needs of all types of households are considered and that appropriate forms of accommodation are provided where this need has been clearly demonstrated and this aligns with the Spatial Vision. The potential for bespoke student accommodation is identified, with the proviso that this would not cause nuisance to existing residential communities. It is stated that this could help relieve pressure on existing housing being shared by students.

### **Design and Visual Impact**

The design of the building is well considered and its relationship with the area within which it is located will contribute to creating an attractive and interesting area of new city. The layout of the development will result in satisfactory levels of amenity for the future occupiers and users of the buildings. Members and also the Deputy Mayor of London have expressed concerns at the quality of design of the north elevation in particular. Conditions have been imposed that require further details of discrete elements of the elevations to be submitted for approval as the design of the building evolves in the construction phase of the development. It is therefore considered that the proposal is in accordance with the following policies;

### **London Plan 2011**

#### **7.1 Building London's Communities and Neighbourhoods**

Development should enable people to live healthy, active lives. The design of new buildings and spaces they create should help reinforce or enhance the character, legibility permeability and accessibility of the neighbourhood.

#### **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.

#### **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.

#### 7.7 Location and Design of Tall Buildings

Tall buildings should be located where they make a significant contribution to local regeneration. They should be of the highest architectural quality and should not have a negative impact on the amenity of surrounding uses.

### **LB Newham Local Development Framework Core Strategy Development Plan Document 2012**

#### SP1 –Borough-Wide Place Making

The policy expects high quality development to be proposed, which respects, takes advantage of and enhances the positive elements and distinctive features of the borough, contributing to a well-connected and integrated series of successful and distinctive places that together help to transform the borough and its attractiveness as somewhere to live, work and stay. The policy sets out ten physical, heritage and social criteria to be taken into account to ensure that proposals respond positively.

#### SP2 – Healthy Neighbourhoods

The objective of this policy is to promote healthy lifestyles, reduce health inequalities and create healthier neighbourhoods. Development should (inter alia) improve air quality; improve employment levels whilst attending to the environmental impacts of economic development including community/public safety, noise, vibrations, odour and the legacy of contaminated land; improve housing quality and reduce crime and improve inclusion through better urban design; facilitate and promote walking and cycling; provide or improve inclusive open space and sports facilities; provide new or improved health facilities.

#### 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. Development will be expected to realise a high quality of urban design in the new buildings and spaces that are created, helping to engender safe, sociable and inclusive mixed and balanced communities and places that people feel proud of.

Proposals that address the following criteria will be supported;

1. Contribute towards the creation and continued support for mixed use areas with an integrated range of high quality accommodation for living, community facilities and workplaces, ensuring easy and inclusive access to these and associated walking, cycling and public transport links.
2. Avoid problems related to 'bad neighbour' uses, vacant premises and inactive frontage, flood risk and cumulative impact.
3. Minimise environmental impact, incorporate sustainability features into buildings, spaces and neighbourhoods at an early stage of the design process.
4. Seek to reinforce local character and secure integration and coherence with the local context.
5. Make the public realm attractive as a social meeting place to be enjoyed by the whole community, creating a sense of safety and security and help to prevent crime and anti-social behaviour.
6. Provide legible, connected networks of streets, spaces and parks conducive to travel on foot or by bike.

#### SP4 – Tall Buildings

The policy 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, whilst ensuring sufficient space between clusters. It is expected that tall buildings will meet exemplary design and

management standards paying particular attention to local context, the strength and weaknesses of tall buildings and the importance of integration with and positive contribution to their surroundings.

#### 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. Development proposals should seek to contribute positively to the composition of the townscape, achieving better integration and enhancement of new and old.

#### **Accessibility**

In terms of Access the proposed development will make provision for accessible rooms for students, lift access to all floors and step free access. A condition is recommended to require an Accessibility Management Plan and Blue Badge parking spaces will be provided. It is therefore considered that the proposal accords with the following policies;

#### **London Plan July 2011**

##### 7.2 An Inclusive Environment

Design and Access Statements should explain how principles of inclusive design have been integrated into the proposed development and how inclusion will be managed and maintained.

#### **LB Newham Local Development Framework Core Strategy Development Plan Document 2012**

##### SP2 – Healthy Neighbourhoods

The objective of this policy is to promote healthy lifestyles, reduce health inequalities and create healthier neighbourhoods. Development should (inter alia) improve air quality; improve employment levels whilst attending to the environmental impacts of economic development including community/public safety, noise, vibrations, odour and the legacy of contaminated land; improve housing quality and reduce crime and improve inclusion through better urban design; facilitate and promote walking and cycling; provide or improve inclusive open space and sports facilities; provide new or improved health facilities.

#### **Transport**

The site has good connections to the local and regional highway networks and is in close proximity to a range of public transport options. Traffic impacts from the development will be negligible and a Travel Plan will be adopted for the residential element of the development. The proposals will be in accordance with the following policies;

#### **London Plan 2011**

##### 6.3 Assessing the Effects of Development on Transport Capacity

Development proposals should ensure that impacts on transport capacity and the transport network are fully assessed.

##### 6.9 Cycling

Development should provide secure, integrated and accessible cycle parking facilities in line with minimum standards.

##### 6.13 Parking

Development must make provision for disabled people, meet minimum cycle parking standards and provide for the needs of businesses for delivery and servicing.

#### **LB Newham Local Development Framework Core Strategy Development Plan Document 2012**

##### SP7 – Quality Movement Corridors and Linear Gateways

The objective of this policy is 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 and architectural design. Development proposals should address the desirability of reclaiming the streets for people by introducing active frontage to their edges that stimulates social activity and interaction along them. There is a need to enclose the street and to reduce the noise and air pollution impacts of passing traffic.

#### INF2 – Sustainable Transport

The objective and policy seek to achieve a sustainable pattern of movement within the borough maximising accessibility of public transport, walking and cycling routes and reduction of congestion.

### **Newham Unitary Development Plan (Adopted June 2001) (saved from 27th September 2007 in accordance with the direction from the Secretary of State)**

#### T14 – Design to Minimise Road Accidents in New Development

The Council will require all development involving access/egress onto a public highway to be designed so as to minimise the possibility of road accidents.

#### T23 – Cycling

The Council will complete and promote a network of cycle routes across the borough, incorporating the London Cycle Network where appropriate.

### **Sustainability**

With regard to sustainability, the development will achieve a BREEAM rating of 'Excellent'. Carbon emissions will be reduced by 27% by a range of measures including connection to the Stratford Heating Network.

It is therefore considered that the proposal accords with the following relevant policies:

### **London Plan 2011**

#### 5.2 Minimising Carbon Dioxide Emissions

Development proposal should make the fullest contribution to minimising carbon dioxide emissions in accordance with the hierarchy of Be Lean; Be Clean; Be Mean.

#### 5.3: Sustainable Design and Construction

Development proposals should demonstrate that sustainable design standards are integral to the proposal, including its construction and operation, and ensure that they are considered at the beginning of the design process.

#### 5.6 Decentralised Energy in Development Proposals

Major development proposals should select energy systems in accordance with the hierarchy of Connection to existing heating or cooling networks; Site wide CHP; Communal heating and cooling.

#### 5.9 Overheating and Cooling

Major development proposals should reduce potential overheating and reliance on air conditioning through energy efficient design to reduce the amount of heat entering a building in summer.

#### 5.10 Urban Greening

Development proposals should integrate green infrastructure from the beginning of the design process, including tree planting, green roofs and walls and soft landscaping.

#### 5.11 Green Roof and Development Site Environs

Major development proposals should be designed to include roof, wall and site planting, especially green roofs and walls where feasible to contribute towards adapting to climate change; sustainable urban drainage; enhancing biodiversity; mitigating climate change; accessible roof spaces; and improvement to appearance and resilience of buildings.

#### 5.13 Sustainable Drainage

Development should utilise sustainable urban drainage systems and should aim to achieve Greenfield run-off rates and ensure that surface water is managed as close to its source as possible.

### SC2 Energy

Seek transformation of Newham to a low carbon borough by minimising energy demand and switching to renewable and low carbon energy. The policy highlights potential for connection to decentralised heat networks and the reduction of carbon emissions from existing homes and other buildings.

### INF4 – Local Heat and Power Networks

Seek a growth in the borough's local heat and power networks and maximisation of retrofitting opportunities in existing development to reduce carbon emissions and reduce fuel poverty among borough residents. The policy supports the implementation of community and district heating and cooling networks

### **Environmental Considerations**

Air Quality Scheme objectives for Nitrogen Dioxide and Particulate Matter are likely to be met at the facades of the proposed development. The impacts of noise and vibration from the adjoining railways and roads will be mitigated to acceptable levels by adaptations to the design of the building and these measures will be required to be agreed pursuant to conditions. The development will not result in adverse environmental conditions in accordance with the following policies;

### **London Plan 2011**

#### 7.14 Improving Air Quality

Development proposals should minimise increased exposure to existing poor air quality and make provision to address local problems of air quality (particularly within Air Quality Management Areas).

#### 7.15 Reducing Noise and Enhancing Soundscapes

Development proposals should seek to reduce noise by minimising the existing and potential adverse impacts of noise on, from, within, or in the vicinity of development proposals.

### **Newham Unitary Development Plan (Adopted June 2001) (saved from 27th September 2007 in accordance with the direction from the Secretary of State)**

#### EQ46- Air Quality

Have regard to national air quality strategy objectives for proposals generating traffic or atmospheric pollution. Cumulative air pollution from existing uses and the proposal will be a material consideration in assessing applications. Where the impact is likely to be significant, development may be refused or mitigation measures required.

#### EQ48 – Noise Sensitive Development

In considering planning applications for new noise-sensitive development, the council will apply the concept of 'noise exposure categories' (NECs) to assist it in assessing the acceptability of the proposal. Where noise-sensitive development is proposed close to a permanent source of noise generation or vibration, the council may require the applicant to demonstrate through the submission of an acoustic assessment or an assessment of the transmission of vibrations that: a) the site is suitable for the development proposed; or b) the development will incorporate appropriate acoustic and vibration attenuation measures to achieve a satisfactory environment. Where it is not possible to incorporate attenuation measures, planning permission for noise-sensitive development on a category D site will normally be refused.