

29th July 2014

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) THE MASTER WARDENS AND COMMONALTY OF
THE MYSTERY OF THE FREEMEN OF THE
CARPENTRY OF THE CITY OF LONDON
- (3) ALUMNO DEVELOPMENTS (STRATFORD) LIMITED

Planning Obligation by Deed of Agreement under
Section 106 of the Town and Country Planning Act
1990

Relating to the development of a 26 storey tower
comprising student accommodation together with a
ground floor cafe and artist studios over the ground,
first and second floors together with associated public
realm at 206 – 214 High Street, Stratford, London E15

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THIS AGREEMENT is made on

29th July

2014

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ ("the LPA"); and
- (2) **THE MASTER WARDENS AND COMMONALTY OF THE MYSTERY OF THE FREEMEN OF THE CARPENTRY OF THE CITY OF LONDON** of Carpenter's Hall, Throgmorton Avenue, London EC2N 2JJ ("First Owner")
- (3) **ALUMNO DEVELOPMENTS (STRATFORD) LIMITED** of First Floor, Jubilee Buildings, Victoria Street, Douglas, Isle of Man IM1 2SH (the **Developer**)

RECITALS

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The First Owner owns the freehold interest in the Site registered at the land registry under Title Numbers EGL507943.
- (C) The Developer owns the leasehold interest in the Site registered at the land registry under Title Numbers NGL100316.
- (D) The Developer has submitted the Application to the LPA.
- (E) In resolving to grant permission for the Development, the LPA has had regard to the commitments by the Developer to meet a local need for student accommodation by (a) using reasonable endeavours to offer (and if such offer is accepted) enter into a Letting Agreement with a local higher education institution and (b) in relation to any student bedrooms within the Development which are not comprised in such Letting Agreement to ensure that such rooms are let giving priority to students at local higher education institutions and at rents that are affordable.
- (F) The LPA considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in this Deed.
- (G) The First Owner, and the Developer are satisfied that the planning obligations contained in this Deed meet the three tests set out in Regulation 122 (2) (a) – (c) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (H) The LPA resolved on 25 February 2014 to grant the Planning Permission subject to the completion of this Deed.

OPERATIVE PROVISIONS

1 Definitions

- 1.1 For the purposes of this Deed the following words and expressions have the following meanings:

1990 Act means Town and Country Planning Act 1990;

2011 Act means the Localism Act 2011

Affordable Housing means housing which is available to persons who have housing need or are on a low income insufficient to meet their housing need in the open market either to rent or purchase as required to be provided pursuant to the terms of this Agreement;

Affordable Rent means:

- a) in relation to Student Accommodations comprised within a Lettings Agreement, an total rent (assuming first Occupation in the autumn term of 2016) inclusive of all Service Charges of £120 per week in relation to Student Accommodations which share bathroom facilities and £160 per week in relation to Student Accommodations with en-suite bathroom facilities;
- b) and in relation to Directly Let Room means an total rent (assuming first Occupation in the autumn term of 2016) inclusive of all Service Charges of £190 per week in relation to Student Accommodations which share bathroom facilities and also in relation to Student Accommodations with en-suite bathroom facilities;

PROVIDED THAT (i) the Affordable Rent may be revised with the written approval of the LPA (ii) the Affordable Rent shall increase year on year as and from 1 September 2016 by the higher of 1% per annum or the increase in the Index over the preceding 12 months period.

Affordable Workspace Rent means rents set at no more than seventy-five per cent (75%) of the average open market rent for B1 space of equivalent size and specification located within the London Borough of Newham assessed for the twelve month period immediately preceding the date on which the relevant Affordable Workspace Report is submitted unless otherwise agreed in writing with the LPA.

Affordable Workspace Provider means a provider and manager of affordable workspace as approved in writing by the LPA and for the avoidance of doubt the LPA hereby confirms Art Services Grants Limited Company Registration Number 01157240) (Charity Registration Number 267021) (trading as Space Studios) of 129—131 Mare Street London E8 3RH are an approved affordable workspace provider;

Affordable Workspace Report means a report prepared by the Developer setting out the lease terms on which the Affordable Workspace has been offered together with:

- evidence as to how such lease terms compare with market lease terms for equivalent market workspace elsewhere within the London Borough of Newham using relevant benchmark data; and
- a reasoned explanation and justification as to how such lease terms are, in the opinion of the Developer, reasonable lease terms on which the Affordable Workspace is to be offered;

Affordable Workspace Unit means a unit within Use Class B1 constructed on the Site as an artist studio offered to an Affordable Workspace Provider at an Affordable Workspace Rent and in respect of which there shall be no upward rent review for the first five (5) years from first Occupation.

Agreement means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;

Alternative CHP Strategy means a strategy to use reasonable endeavours to secure improvements in the Development's CO2 emissions to seek to achieve at least 30.9%

on 2010 Building Regulations requirements by connecting the Development to a district or whole Development combined heat and power network. The alternative CHP Strategy may include detailed proposals to provide a combined heat and power plant to serve the whole Development.

Architect means MJP Architects of 9 Heneage Street, London E1 5LG as specified in the Design and Access Statement as being the architects responsible for the design of the Development

Building Crafts College means the further education college located at 17-31 Gibbins Rd, London E15 2HU

Building Crafts College Contribution means a contribution of forty-five thousand pounds (£45,000) to be paid by the Developer and to be expended in accordance with the Local Employment Strategy.

Building Crafts College Bursary Contribution means a single payment of one hundred thousand pounds (£100,000) to be paid by the Developer and to be used to provide bursaries over a period of five years from the date of payment to enable or support students attending the Building Crafts College;

Cofely CHP means the Stratford City and Olympic Park energy centres provided (as at the date of this agreement) by Cofely District Energy.

Commencement means the carrying out of a material operation or any material change of use as defined in section 56(4) of the Act and "Commence" and "Commenced" shall be construed accordingly, but for the purposes of this Deed only shall not include works of internal strip out and demolition works, construction of boundary fencing or hoardings or construction compounds, construction of temporary highway accesses, site clearance or site investigations;

Commercial Unit means the units permitted to be constructed as part of the Development comprising A3 and B1 floorspace;

Consent: means any of the following approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation however expressed

Design and Access Statement means the Developer's design and access statement accompanying the Planning Application

Design Monitoring Contribution means a single design monitoring contribution of £50,000 (fifty thousand pounds) (Indexed) to be paid by the Developer to the Local Planning Authority in the event that the original architect is not retained to RIBA Stage L (or equivalent)

Development means the Redevelopment of the site to provide a 26 storey tower comprising student accommodation (sui-generis), together with ground floor cafe (Class A3) and artist studios (Class B1) over ground, first and second floor and associated public realm, servicing and access and all other operations and/or works authorised by the Planning Permission;

Direct Let Cascade means the order of priority for marketing and letting Directly Let Rooms as set out in Paragraph 10 of Schedule 4 and each of (a), (b) and (c) shall comprise a step of the Directly Let Cascade.

Directly Let Room means a unit of Student Accommodation not comprised within a Lettings Agreement and which is let by the Developer directly to a Student.

Directly Let Room Report means a report setting out:

- a) the number of units of Student Accommodation let as Directly Let Rooms;
- b) the steps taken to market Directly Let Rooms;
- c) the percentage of Directly Let Rooms let to students at HEIs within each step of the Directly let Cascade;
- d) the terms on which Directly Let Rooms have been let to students.

Employment Monitoring Report means a demographic socio-economic survey of the Development containing at least the information required by Paragraph 4 of Schedule 3.

Expert means the expert appointed in accordance with the provisions of Clause 11 to determine a dispute

HEI means 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 and the Developer from time to time

Host Boroughs means together the London Borough of Hackney, London Borough of Newham, London Borough of Tower Hamlets and London Borough of Waltham Forest and their respective successors in function;

Index means:

- i. in respect of the Affordable Rent the Retail Prices Index (All Items) published by the Office for National Statistics;
- ii. In respect of the off-site Affordable Housing Contribution the Building Costs Index as published by the Department for Business Innovations and Skills; and
- iii. in all other cases the Consumer Prices Index published by the Office for National Statistics;

and includes any index published by the relevant organisation set out above (or any successor to its function) which replaces the relevant index set out above.

Indexed means that the relevant sum shall be adjusted to reflect the net increase in the relevant Index and the amount of such adjustment to be calculated as follows:-

$$A \times \frac{B}{C} = D$$

where:

- A = the relevant sum as specified in this Agreement in pounds sterling;
- B = the figure in the relevant Index as at the date the relevant sum first becomes payable;
- C = the figure in the relevant Index as at the date of this Agreement;
- D = the resultant sum in pounds sterling.

Interest means interest on any specified sum at two per cent (2%) above the base lending rate of a clearing bank to be approved by the LPA;

Lettings Agreement means either (a) a lease with an HEI of at least 50% of the Student Accommodation within the Development for a term of no less than 10 years or (b) an agreement granting exclusive nomination rights to an HEI over at least 50% of the Student Accommodation within the Development for a period of no less than 10 years and in either case requiring any Student Accommodation comprised within the Lettings Agreement to be let at the applicable Affordable Rent

Lettings Cascade means the order of priority for offering the Development to HEIs as set out in Paragraph 4 of Schedule 4 4 and each of (a), (b) and (c) shall comprise a step of the Lettings Cascade.

Lettings Strategy means a document setting out:

- a) the steps the Developer proposes to take to market the Development to higher education institutions including details of the proposed terms for any Lettings Agreement; and
- b) the steps the Developer proposes to take to market any Directly Let rooms in accordance with the Direct Let Cascade.

Local Employment and Training Contribution means a contribution of thirty-one thousand pounds (£31,000) to be paid by the Developer towards supporting employment and skills training programmes for local residents and business development programmes for local businesses in the manner proposed by the Developer and agreed by the LPA

Local Employment Strategy means a written strategy setting out the steps (including arrangements to work with the London Borough of Newham's job brokerage known as 'Workplace' and the Building Crafts College) that the Developer will take to deliver the local employment targets set out in Schedule 3. The strategy shall include details of how the Building Crafts College Contribution will be used to support the training and employment of students from the Building Crafts College in the construction phase of the Development. The strategy may be amended from time to time with the written approval of the LPA.

Local Supply Chain Strategy means a strategy (as reviewed and refreshed from time to time in accordance with the provisions of Schedule 3) to maximise the supply chain opportunities provided by the Development so that businesses based in the London Borough of Newham and surrounding areas benefit directly from the commercial opportunities created by the Development. Such strategy shall be prepared in conjunction with the London Borough of Newham's Business Development Team and the Developer shall use reasonable endeavours to secure their approval thereof before the strategy is submitted to the LPA for its written approval.

Marketing Period means a period of six consecutive calendar months.

Marketing Report means a report setting out the steps taken by the Developer (together with any supporting documentation including correspondence and minutes of any meetings) to market the Development to HEIs within the relevant step of the Lettings Cascade. Such marketing report shall include the terms of any offers made to any HEI during such period and contact details for any representative of any HEIs approached by the Developer.

Mortgagee means M H Eliashar Distribution Limited the registered office of which is at 1 HaElla St. Corner, HaShalom St. Abu Gosh, Israel which holds a mortgage over the

leasehold interest in the Site pursuant to a Deed dated 31 March 2014 and made between the Mortgagee and the Developer;

Occupation means beneficial occupation of the Development for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to staff training or security operations and "Occupy" and "Occupied" shall be construed accordingly;

Off-Site Affordable Housing Contribution means a sum of two million one hundred thousand pounds (£2,100,000) to be paid by the Developer as a contribution towards the delivery of off-site affordable housing being housing which is available to persons within the London Borough of Newham who have housing need or are on a low income insufficient to meet their housing need in the open market either to rent or purchase;

Owner means together the First Owner and the Developer and Owners shall be construed accordingly.

Parties means the parties to this Agreement and the word "Party" shall mean any one of them;

Planning Application means the full application for planning permission submitted to the LPA and given reference number 13/00404/FUM by the LPA;

Planning Permission means the planning permission subject to conditions for the proposals within the Planning Application, substantially in the form of the draft which is contained in Appendix 2 and includes any amendments to such planning permission granted by way of a Section 73 Consent;

Public Transport Contribution means a contribution of fifteen thousand pounds (£15,000) to be paid by the Developer as a contribution towards the costs of providing new shelters for two bus stops identified within the Bus Stop Audit Transport Impact Assessment submitted in support of the Planning Application

Replacement Architect: an independent senior architect or firm of architects approved in writing by the LPA pursuant to Paragraph 4.4 of Schedule 2 hereto and retained by the Developer with a specific brief to oversee delivery of the design quality of the Development in accordance with the architectural drawings approved as part of the Planning Application

Residential and Facilities Management Strategy means a strategy for the management of the shared and residential floorspace comprised within the Development including as a minimum the identity of the residential and facilities management company;

- a) the identity of and contact details for the Residence Manager(s);
- b) details of future management and maintenance arrangements for:
 - i. any areas within the Development which are used in common by Occupiers of the Development; and
 - ii. the Student Accommodations;
- c) details of the options for the management and co-ordination of waste collection within the Development;
- d) details of how the Developer proposes to ensure that students respect the amenity of residents near the Development;

- e) proposals and arrangements for establishing a liaison group with local residents, including setting out the proposed frequency of meetings (which shall be not less than once every term)
- f) complaints management procedures including contact details for the person responsible for addressing any complaints both by occupants of the Development and by local residents/occupiers;

as approved by the LPA pursuant to Paragraph 5 of Schedule 2.

Residence Manager means the person(s) appointed by the Developer including where a Lettings Agreement has been completed, the person appointed by the relevant HEI who is responsible for administering the approved Residential and Facility Management Strategy

RIBA Stage L means the stage in the operational development following practical completion of the Development, during which final inspections are made to ensure that design and construction specifications have been met and the final account is settled.

Section 73 Consent means a planning permission granted by the Local Planning Authority following the determination of a planning application made pursuant to section 73 of the 1990 Act to carry out the development authorised by the Planning Permission without complying with a condition or conditions subject to which the Planning Permission was granted

Service Charges means charges for gas electricity, water, broadband accessibility and (for common parts of the Development) cleaning and concierge services

Shell and Core Standard means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry and shall include fair faced block work party walls, utility supplies, drainage connections, allowed for conduits for internet/TV/ telecommunication connections, Disability and Equality Act 2010 compliant, toilet facilities provided in accordance with Building Regulations but not including any final wall, floor or ceiling finishes or services installations or fixtures or fittings;

Site means the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan contained in Appendix 1;

Student means a student enrolled in a full-time higher education course at an HEI but shall include students enrolled in language and other short courses during HEI vacation periods;

Student Accommodation means 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;

Tenant means any organisation with a leasehold interest or otherwise managing the Student Accommodation (but excluding individual student occupiers of such units) and occupiers of the Commercial Units.

Tier 1 HEI means an HEI operating within any of the Host Boroughs;

Tier 2 HEI means an HEI operating within the East London sub-region comprising the London Boroughs of Barking and Dagenham, Bexley, Greenwich, Lewisham, Hackney, Havering, Newham, Redbridge, Tower Hamlets, and Waltham Forest.

Tier 3 HEI means an HEI operating within Greater London.

Traffic Order Contribution means a contribution of three thousand pounds (£3000) to be paid by the Developer towards the costs of a traffic regulation order for regulating the management of the Jupp Road lay-by.

2 Construction of this Agreement

2.1 In this Agreement:

- a) unless otherwise indicated reference to any:
 - i. clause, schedule or appendix is to a clause of, schedule to or appendix to this Agreement;
 - ii. paragraph is to a paragraph of a schedule to this Agreement;
 - iii. reference within a schedule to a paragraph is to a paragraph of that Schedule;
 - iv. part is to a part of a schedule to this Agreement;
 - v. table is to a table of a schedule to this Agreement;
 - vi. recital is to a recital to this Agreement; and
 - vii. plan, is to a plan annexed to this Agreement as an Appendix;
- b) references to any statute or statutory provision include references to:
 - i. all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
 - ii. any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - iii. in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- c) 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;
- d) any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;
- e) references to the Site include any part of it;
- f) references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include successors to such function;
- g) references to any other party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party.
- h) "including" means "including without limitation";

- i) 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;
- j) unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- k) any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- l) save where expressly stated to the contrary, where in this Agreement there is reference to using reasonable endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party.

2.2 The Interpretation Act 1978 shall apply to this Agreement.

2.3 This Agreement includes the Schedules, Recitals and Appendices to this Agreement.

3 **Legal basis**

3.1 This Agreement is made under section 106 of the 1990 Act with the intention that it should bind the Owners' and Developer's respective interests in the Site as provided by that Section. This Agreement is also made pursuant to section 201 of the Localism Act 2011 and all other powers so enabling.

3.2 The covenant, restrictions and requirements imposed on the Owners in this Agreement create planning obligations pursuant to and for the purposes of section 106 of the 1990 Act so as to bind the Site and are enforceable by the LPA as local planning authority against the Owners.

4 **Conditionality**

4.1 Save where expressly provided for in this Agreement, this Agreement is conditional upon and shall not take effect until the later of Planning Permission being granted and Commencement of the Development .

5 **The Owners' covenants with the LPA**

5.1 The Owners severally covenant with the LPA:

- a) as set out in Schedules 2 to 4;
- b) to notify the LPA of the Anticipated Commencement Date for the Development not less than one month before the date of actual Commencement of the Development;
- c) not to Commence Development before it has served notice on the LPA of the Anticipated Commencement Date of such Development;
- d) to notify the LPA of within 5 (five) working days of the occurrence of the following dates:
 - i. actual Commencement of Development

- ii. first Occupation of the Development.

6 The LPA's covenants with the Owners

- 6.1 The LPA covenants with each of the Owners that it shall perform and comply with and procure performance of and compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

7 Financial Contributions and Indexation

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

- 7.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid.

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

- 7.4 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with **Interest** accrued calculated from the date such payments or financial contributions were due to the date of the actual payment.

- 7.5 Following receipt of any payments or financial contributions from the Developer pursuant to any obligations contained in this Agreement, the LPA covenants and undertakes to:

- a) apply such payments or financial contributions only for the purposes specified in this Agreement **PROVIDED THAT** for the avoidance of doubt the LPA will be entitled but not required to treat any accrued interest as if it were part of the principal sum paid by the Developer; and
- b) provide annual reports to the Developer setting out the expenditure from such payments or financial contributions in the previous 12 (twelve) month period and how such expenditure is expected to assist in meeting the needs of the population of the Development.

- 7.6 Save where expressly stated to the contrary, the LPA shall return to the person who paid to the LPA the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the fifth anniversary of payment by the Developer excluding any Interest paid in accordance with Clause 7.4.

- 7.7 Where sums have been paid to the LPA and the LPA has thereafter paid those sums to a third party then the LPA's obligation to repay any such sums pursuant to Clause 7.6 shall be conditional upon the repayment of any such sums by such third party to the LPA and the LPA shall not be obliged to repay such sums until such time as the sums have been repaid by such third party.

8 Notices

- 8.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by

recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

- a) if delivered by hand, the next Working Day after the day of delivery; and
- b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

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

LPA:

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

with a copy to:

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

Developer:

Managing Director
Alumno Developments (Stratford) Limited
First Floor
Jubilee Buildings
Victoria Street
Douglas
Isle of Man
IM1 2SH

with a copy to:

Managing Director
Alumno Developments Limited
2nd Floor
10 Frith Street
London
W1D 3JF

First Owner:

The Clerk
The Master Wardens and Commonalty of the Mystery
of the Freemen of the Carpentry of the City of London
Carpenter's Hall
Throgmorton Avenue
London
EC2N 2JJ

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

9 **Satisfaction of any of the provisions of this Agreement**

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

9.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the Developer or the First Owner for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer or Owners (as appropriate) 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.

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

10 **Verification and Enforcement**

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

11 **Dispute Resolution**

11.1 One party may by serving notice on all the other parties (the "**Notice**") require a Dispute arising in relation to Schedule 4 to be referred to an Expert for determination.

11.2 The Notice must specify:

- a) the nature, basis and brief description of the Dispute;
- b) the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
- c) the proposed Expert.

- 11.3 The Expert may be agreed upon by the Parties and in the absence of such agreement within one (1) month of the notice issued pursuant to Clause 11.1 either Party may request that the following nominate the Expert at their joint expense:
- a) if such dispute relates to matters concerning the construction, interpretation and/or the application of Schedule 4, the Chairman of the Bar Council to nominate the Expert;
 - b) if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
 - c) if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the Expert;
 - d) if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
 - e) in all other cases, the President of the Law Society to nominate the Expert PROVIDED THAT if a dispute relates to a matter falling within two or more of sub-Clause 13.3.1 to 13.3.5 the President of the Law Society may nominate such person or persons falling within the description of sub-Clauses 13.3.1 to 13.3.5 as he thinks appropriate including joint Experts.
- 11.4 If an Expert nominated or appointed pursuant to Clause 13 shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of Clause 13.3.
- 11.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 11.6 Notice in writing of the appointment of an Expert pursuant to this Clause 11 shall be given by the Expert to the Parties and he shall invite each of the Parties to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 11.7 The Expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in Clause 11 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 11.8 The Expert shall give notice of his decision in writing and his decision will (in the absence of manifest error) be final and binding on the Parties hereto.
- 11.9 If for any reason the Expert fails to make a decision and give notice thereof in accordance with this Clause the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 11.10 The Expert's costs shall be in the Expert's award or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

11.11 Nothing in this Clause 11 shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Agreement]

12 No Waiver

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

13 Duty to Act Reasonably and in Good Faith

13.1 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

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

15 Change in Ownership

15.1 The First Owner and Developer agree with the LPA to give the LPA immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED that disposals of individual room or rooms or Commercial Units to individual occupiers of such room rooms or units do not need to be notified.

16 THE LPA'S LEGAL AND OTHER COSTS

16.1 The Developer agrees that it will pay the LPA's reasonable costs incurred in negotiating and completing this Agreement (inclusive of any such reasonable costs incurred by external lawyers and other consultants appointed by the LPA in relation to the negotiation and completion of this Agreement) on completion of this Agreement.

17 VAT

17.1 If VAT becomes payable on payments made under this Deed that VAT will be additional to the sums required provided that the payor will be entitled to valid VAT receipts in respect of any VATable supplies properly incurred under this Deed.

18 Miscellaneous

18.1 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.

18.2 Where in this Agreement there is any reference to an expression of satisfaction certificate Approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate Approval agreement or other Consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.

- 18.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 18.4 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 18.5 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 18.6 No obligation in this Agreement shall be binding on or enforceable against any individual student or employee of the Owner in actual Occupation of a bedroom which is comprised within the Student Accommodation.
- 18.7 The obligations contained in this Deed shall not be binding upon nor enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services
- 18.8 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham or its respective statutory successor in function.
- 18.9 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge the LPA shall as soon as reasonably practicable notify the Developer of the bringing of such proceedings or challenge.
- 18.10 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 18.11 Other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 18.12 Where this Deed imposes an obligation, that obligation shall be enforceable against any Owners or Developer that takes any steps or allows any steps to be taken which triggers such obligation in respect of their land.
- 18.13 In respect of a breach of the obligation to pay the Off-Site Affordable Housing Contribution and/or the Building Crafts College Bursary Contribution under Paragraph 2.3 of Schedule 2, the LPA agrees that it shall give the First Owner six month notice of its intention to commence proceedings against the First Owner to enforce such payment before starting such proceedings.
- 19 **Jurisdiction and Legal Effect**
- 19.1 This Agreement shall be governed by and interpreted in accordance with the law of England.
- 19.2 The provisions of this Agreement (other than this Clause 19.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

20 **Counterparties**

20.1 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts and each counterpart shall constitute an original of this Agreement but together the counterparts shall constitute one document.

21 **Execution**

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

SCHEDULE 1: TITLE

- (A) The First Owner owns the freehold interest in the Site registered at the land registry under Title Numbers EGL507943.
- (B) The Developer owns the leasehold interest in the Site registered at the land registry under Title Numbers NGL100316.

SCHEDULE 2: CONTRIBUTIONS AND GENERAL OBLIGATIONS

1 Monitoring Costs

- 1.1 Before the Development Commences the Developer shall pay to the LPA the sum of £20,000 as a contribution towards the LPA's costs to be incurred in monitoring compliance with this Deed.

2 Contributions

- 2.1 Before the Development Commences, the Developer shall pay to the LPA or at the direction of the LPA:

- a) the Local Employment and Training Contribution;
- b) the Public Transport Contribution;
- c) the Building Crafts College Contribution;

and the Development shall not Commence before such payments have been made.

- 2.2 Before first Occupation of the Development the Developer will pay the Traffic Order Contribution to the LPA or at the direction of the LPA and the Development shall not be Occupied before such contribution has been paid.

- 2.3 Within 20 working days of first Occupation of any Student Accommodation comprised within the Development, the Developer shall pay to the LPA or at the direction of the LPA:

- a) the Off-site Affordable Housing Contribution; and
- b) the Building Crafts College Bursary Contribution.

- 2.4 If the Building Crafts College Bursary Contribution is paid to the LPA, the LPA covenants to hold such contribution in an Interest bearing bank account and to apply it only for the purposes set out in this agreement.

- 2.5 The LPA shall use reasonable endeavours to ensure that the London Borough of Newham applies the Off-Site Affordable Housing Contribution towards the provision of additional Affordable Housing and in any grant agreement made with the London Borough of Newham regarding the Off-Site Affordable Housing Contribution shall use reasonable endeavours to require the London Borough of Newham to confirm in writing to the LPA:

- a) The award of any contract to construct the social rented or affordable rented housing funded by the Off-Site Affordable Housing Contribution;
- b) The commencement of any development funded by the Off-Site Affordable Housing Contribution; and

- c) The completion of any development funded by the Off-Site Affordable Housing Contribution;

and in each case within twenty-eight days of the occurrence of such event.

3 Sustainability

3.1 The Developer shall use reasonable endeavours to connect the Development to the Cofely CHP.

3.2 No Development shall Commence before the Developer has provided to the LPA and secured its written approval of a written report outlining the steps the Developer has to take to satisfy the obligation in Paragraph 1.1 of this Schedule.

3.3 If the Developer does not connect to the Cofely CHP, it shall not Commence the Development before it has secured the LPAs approval of the Alternative CHP Strategy and it shall carry out the Development in accordance with such approved Alternative CHP Strategy subject to such variations as may be approved by the LPA

4 Design

4.1 The Development shall not Commence before the Developer has either:

- a) provided satisfactory evidence to the LPA that the Architect has been retained to oversee the delivery of the design quality of the Development up to and including RIBA Stage L; or
- b) subject to paragraph 4.4 and if the Architect is not retained to oversee the delivery of the design quality of the Development up to an including RIBA Stage L, the Developer has paid the Design Monitoring Contribution to the LPA.

4.2 If at any stage of the Development up to and including RIBA Stage L, the Architect is not retained to oversee the delivery of the design quality of the Development, the Developer shall within twenty eight (28) days:

- a) notify the LPA of the termination of such appointment; and
- b) pay to the LPA the Design Monitoring Contribution.

4.3 The Design Monitoring Contribution shall be applied by the LPA 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 drawings approved as part of the Planning Application and with section 3.4 of the Design and Access Statement.

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

4.5 The design professionals referred to in paragraph 4.3 may either be staff employed directly by the LPA or third party consultants retained by the LPA but provided that in either case they have the appropriate expertise to carry out the functions referred to in those paragraphs.

4.6 The Development shall not be Occupied before the Architect, Replacement Architect or (where relevant) design professionals instructed on behalf of the LPA have certified to the LPA that the Development has been carried out in accordance with the architectural drawings approved as part of the Planning Application in all material respects

5 Residential and Facilities Management

5.1 The Development shall not be Occupied before a Residential and Facilities Management Strategy has been submitted to and approved in writing by the LPA.

5.2 No part of the Development shall be Occupied before the approved Residential and Facilities Management Strategy has been implemented.

5.3 The Developer shall:

- a) not Occupy the Development or permit it to be Occupied other than in accordance with the approved Residential and Facilities Management Strategy (as amended from time to time with the written approval of the LPA);
- b) make the name and contact details of the Residence Manager available to Occupiers of the Development and to local residents;
- c) keep any person who has made a complaint to the Residence Manager, the Owner or the Developer informed of the progress of their complaint;
- d) ensure that all complaints are dealt with in a timely manner and that the first action taken by the Residence Manager or the Developer (where appropriate) in response to a complaint is taken promptly and in any case no later than five (5) working days of receipt of such complaint.

6 Parking Restrictions

6.1 The Developer shall use reasonable endeavours to ensure that any person Occupying the Student Accommodation shall be informed that as occupiers of the Development they are not entitled (unless they hold a Blue Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a permit to park a vehicle in any controlled parking zones within the London Borough of Newham.

7 Mortgagee

7.1 The Development shall be neither Commenced nor shall it be Occupied before a completed deed made under section 106 of the 1990 Act in which the Mortgagee binds its interest in the Site with the terms of this Deed has been submitted to the LPA and been approved by the LPA in writing.

SCHEDULE 3: AFFORDABLE WORKSPACE AND LOCAL EMPLOYMENT

1 Affordable Workspace

1.1 The Development shall not be Occupied before:

- a) the Affordable Workspace Unit has been completed to Shell and Core Standard;
- b) a lease of the Affordable Workspace Unit to an approved Affordable Workspace Provider has been completed;

1.2 The Affordable Workspace Unit shall not be Occupied other than as an Affordable Workspace Unit unless otherwise agreed in writing by the LPA

1.3 The terms of any lease of the Affordable Workspace Unit to an Affordable Workspace Provider or Occupier shall require that the Affordable Workspace Unit shall be Occupied only as an Affordable Workspace Unit throughout the life and use of the Development or if earlier until the expiry of 25 years from Commencement;

1.4 Within twenty (20) working days of:

- a) first Occupation of the Affordable Workspace Unit; or
- b) any re-Occupation of the Affordable Workspace Unit where a tenant of the Affordable Workspace changes;

the Developer shall provide the Affordable Workspace Report to the LPA the Owners and the Developer shall:

- (i) include the obligations contained in Paragraphs 1.2 and 1.3 of this Schedule in any lease of the Affordable Workspace to an Affordable Workspace Provider; and
- (ii) use reasonable endeavours to procure that any Affordable Workspace Provider includes the obligations contained in Paragraphs 1.2 and 1.3 of this Schedule in any lease of the Affordable Workspace Unit to any Occupier of the Affordable Workspace Unit.

2 Local Labour

2.1 Before Commencing the Development the Developer shall submit the Local Employment Strategy to the LPA and secure its written approval thereof.

2.2 The Developer shall implement the approved Employment Strategy on Commencement of the Development and shall thereafter carry out and Occupy the Development in accordance with the approved Local Employment Strategy.

2.3 The Developer shall use reasonable endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use reasonable endeavours to:

- a) advertise all job vacancies arising from the Development in Local Labour and Business Schemes and job centres in the London Borough of Newham;
- b) notify Local Labour and Business Schemes in the London Borough of Newham of all job vacancies arising from the Development;
- c) ensure the recruitment of persons living in the London Borough of Newham account for twenty-five per cent (25%) of the construction and landscaping jobs arising from the Development;
- d) ensure the recruitment of persons living in the London Borough of Newham account for a total of fifty per cent (50%) of the end-use jobs at the Development;
- e) pay to all employees employed at the Development in construction jobs the London Living Wage;
- f) inform and promote the adoption of the London Living Wage for end use jobs at the Development; and provide work-based learning opportunities, including apprenticeship opportunities, at the Development

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

3 Local supplies and contractors

3.1 The Development shall not be Occupied before the Developer has submitted the Local Supply Chain Strategy to the LPA and secured its written approval thereof.

3.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international or by any contract to successors in title or persons deriving title from it which has already been completed at the date of this Agreement, the Developer shall implement and operate the approved Local Supply Chain Strategy on first Occupation of the Development, and shall encourage each Tenant in respect of their Occupation of the Development (including using reasonable endeavours to include the obligations in this paragraph in any lease or licence of any part of the Development where appropriate) to implement and operate the approved Local Supply Chain Strategy.

3.3 The Developer shall review and where necessary revise the Local Supply Chain Strategy every third year after the date that the first unit of Student Accommodation within the Development is Occupied and where it is revised submit it to the LPA for its written approval.

3.4 In preparing the review and any revisions to the Local Supply Chain Strategy required under Paragraph 2.3 of this Schedule the Developer shall use reasonable endeavours to consult with the Tenants and shall have regard to their comments.

4 Monitoring

4.1 On Occupation of the Development the Developer shall submit an Employment Monitoring Report relating to the construction of the Development to the LPA.

4.2 For a period of ten (10) years from the date that the Development is first Occupied, the Developer will itself and will encourage each Tenant in respect of their Occupation of the Development (including using reasonable endeavours to include

the obligations in this paragraph in any Lease to an occupying tenant of any part of the Development other than leases of Student Accommodation to Student Occupiers and (where appropriate) to submit an Employment Monitoring Report to the LPA which shall include such of the following information as is reasonably available to the Developer or Tenant :

- i. Details of the extent to which the employment targets in this Schedule have been met during the period covered by the report;
- ii. social, economic and demographic information on employees including but not limited to age, gender, ethnicity, disability, place and length of residency in the relevant Host Borough (if relevant);
- iii. payment of the London Living Wage;
- iv. previous employment status of employees;
- v. training/skills gained by employees including the completion of any apprenticeship skills courses or vocational qualifications;
- vi. types of jobs e.g. full time, part time, professional, entry level;

SCHEDULE 4: LETTINGS STRATEGY

Lettings Strategy

- 1 No Development will Commence before the Lettings Strategy has been submitted to and approved in writing by the LPA.
- 2 Unless otherwise agreed in writing by the LPA, during the usual academic terms of an HEI no Student Accommodation within the Development may be Occupied other than in accordance with:
 - a) the Lettings Cascade; and
 - b) the Direct Let Cascade;and such Student Accommodation shall be Occupied at or below the applicable Affordable Rent
- 3 The Developer shall notify the LPA of the intended date of first Occupation of the first unit of Student Accommodation no later than eighteen (18) month before such date.

Lettings Cascade

- 4 Starting no later than eighteen (18) months before the first intended date of occupation of any unit of Student Accommodation, the Developer shall use reasonable endeavours to market the Development in according with the approved Lettings Strategy and to conclude a Lettings Agreement with an HEI applying the following order of priority:
 - a) to a Tier 1 HEI;
 - b) to a Tier 2 HEI;
 - c) to a Tier 3 HEI.
- 5 The Developer shall market the Development to each step of the Lettings Cascade in each case for no less than the Marketing Period unless otherwise agreed in writing with the LPA.
- 6 Except where a Lettings Agreement has been completed within the relevant step of the Lettings Cascade and within the relevant Marketing Period, the Developer shall submit a Marketing Report to the LPA for its written approval within ten (10) working days of the end of each Marketing Period.
- 7 The LPA shall notify the Developer whether or not it approves any Marketing Report within four weeks of receipt and if the LPA refuses on commercially reasonable and proper grounds to approve any Marketing Report, the Developer shall re-market the Development to the relevant step of the Lettings Cascade and the provisions of Paragraphs 4, 5 and 6 of this Schedule shall re-apply.
- 8 The Developer shall notify the LPA of the completion of any Lettings Agreement within ten (10) working days of such completion.
- 9 No Student Accommodation within the Development shall be Occupied before the Developer has notified the LPA of the completion of any Lettings Agreement and secured its written confirmation that such Lettings Agreement has been completed by the Developer in accordance with the provisions of this Schedule.

10 **Direct Let Cascade**

10.1 Directly Let Rooms shall not be marketed more than nine months before the intended date of first Occupation of the first Student Accommodation as notified to the LPA under Paragraph 3 of this Schedule.

10.2 Directly Let Rooms shall be marketed in accordance with the relevant part of the Lettings Strategy and let at the applicable Affordable Rent and in accordance with the following priority:

- a) to students studying at a Tier 1 HEI;
- b) to students studying a Tier 2 HEI;
- c) to students studying a Tier 3 HEI.

10.3 No Directly Let Room within the Development shall be Occupied before the Developer has submitted the Directly Let Room Report to the LPA and secured its written approval thereof.

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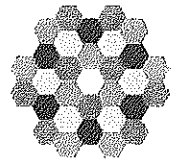
X *N. B. [Signature]* Master
X *M. H. [Signature]* Warden
X *[Signature]* Clerk

APPENDIX 1

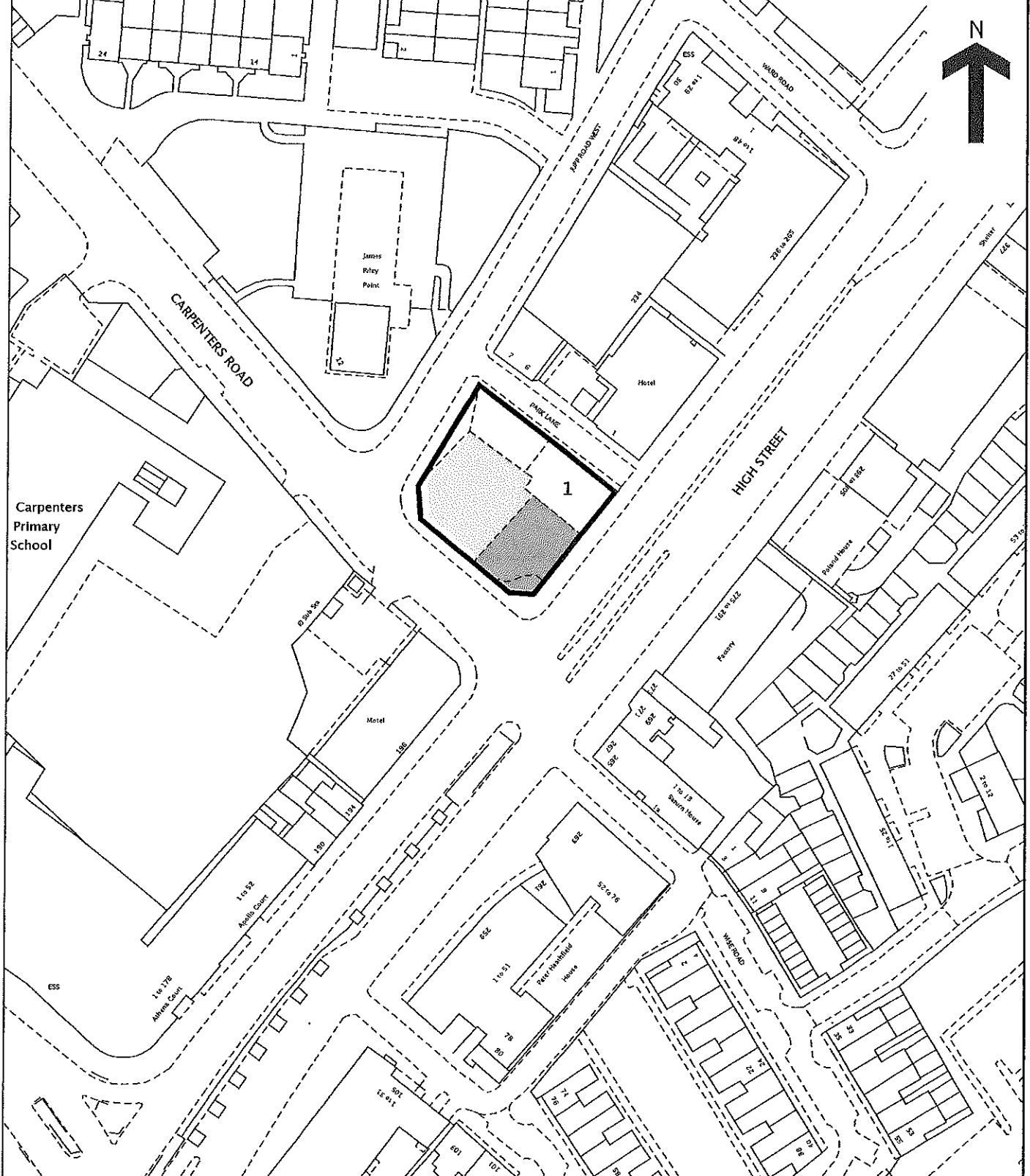
SITE PLAN

Land Registry
Official copy of
title plan

Title number **EGL507943**
Ordnance Survey map reference **TQ3883NE**
Scale **1:1250**
Administrative area **Newham**



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APPENDIX 2
DRAFT PLANNING PERMISSION



FULL MAJOR PLANNING PERMISSION

**Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England) Order
2010**

Please see notes at the end of this notice

Applicant

Alumno Developments (Stratford) Ltd
c/o agent

Agent

Ed Britton
GL Hearn Ltd
20 Soho Square
LONDON
W1D 3QW

Part I - Particulars of Application

Date of Application: 27th August 2013

Application No: 13/00404/FUM

Proposal: Redevelopment of the site to provide a 26 storey tower comprising student accommodation (sui-generis), together with ground floor cafe (Class A3) and artist studios (Class B1) over ground, first and second floor and associated public realm, servicing and access.

Location: 206-214 High Street, Stratford, London, E15 2JA

Part II - Particulars of Decision

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

1. The development hereby permitted must be commenced no later than the expiration of **THREE YEARS** from the date of this permission.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 and because of the scale and timescale of the development.

2. 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 appropriately discharged.

3. 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 be used for any purpose falling within Use Class A3 and the ground, first and second floor which may on first letting be used for Use Class B1, and any change of use following first occupation of the ground, first and second floors 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 need for purpose built student accommodation.

4. Save as these conditions provide otherwise, or any matter is reserved for the later approval of the Local Planning Authority, all works are to be completed in accordance with the following drawing numbers:

03-1250	Rev	Block Plan scale 1:1250
03-1251	Rev	Existing Location Plan scale 1:1250
03-99	Rev A	Lower Ground Floor Plan
03-100	Rev B	Ground Floor Plan
03-101	Rev B	First Floor Plan
03-102	Rev B	Second Floor Plan
03-103	Rev A	Third Floor Plan
03-105	Rev A	Typical Floors 5, 9, 11, 15, 19, 21
03-106	Rev	Typical Floors 6,10,12,14,16,20,22
03-108	Rev A	Typical Floors 7 and 17
03-109	Rev	Typical Floors 8 and 18
03-113	Rev	13th Floor
03-123	Rev A	23rd Floor
03-124	Rev A	24th Floor
03-125	Rev A	25th Floor
03-126	Rev A	Roof Plan.
03-200	Rev A	GA Section 1
03-300	Rev A	GA Elevation 1
03-301	Rev A	GA Elevation 2
03-302	Rev B	GA Elevation 3
03-303	Rev A	GA Elevation 4
03-304	Rev A	GA Elevation 5

03-305 Rev A GA Elevation 6
21-20 Rev A Typical External Wall Bay

Reason: To ensure that the development is constructed in accordance with the approved drawings.

5. No construction works above ground level shall take place until full details, including samples, specifications and annotated plans produced at, where appropriate, 1:5 or 1:20 of the following have been submitted to and approved in writing by the Local Planning Authority:
1. façade treatment;
 2. facing materials;
 3. windows, doors and other openings;
 4. external signage;
 5. external lighting;
 6. external plant.

The development shall only be implemented in accordance with the approved details and to the satisfaction of the Local Planning Authority.

Reason: To ensure a satisfactory standard of external appearance and to protect local amenity.

6. 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 high quality appearance.

7. All ground floor doors shall open inwards into the site and not outwards over the public highway to the satisfaction of the Local Planning Authority.

Reason: To ensure the development does not clutter the highway or compromise pedestrian safety.

8. No construction works above ground level shall take place until details of hard and soft landscaping have been submitted to and approved in writing by the Local Planning Authority. The hard and soft landscaping scheme shall include details of the following:
- a) design and layout;
 - b) surface materials;
 - c) planting;
 - d) external cycle stands;
 - e) signage and information boards;
 - f) management and maintenance.

The hard and soft landscaping shall be implemented in accordance with the approved details and thereafter permanently maintained, to the satisfaction of the Local Planning Authority.

Reason: To ensure an appropriate standard of design quality, public amenity and accessibility.

9. With the exception of roof mounted antennae or satellite dish designed for communal use by the occupiers of the building, no antennae or satellite dishes shall be placed on any elevation unless submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure a satisfactory standard of external appearance and protect local amenity.

10. No development shall take place until a certificate confirming a BREEAM Pre Assessment rating 'Very Good', accompanied by a full assessment of all energy saving measures that will be implemented to achieve this rating, has been submitted to and approved in writing by the Local Planning Authority.

Reason: In the interest of climate change and sustainability.

11. The development shall be occupied only in accordance with a BREEAM completion certificate that is submitted and approved in writing by the local planning authority.

Reason: In the interest of climate change and sustainability.

12. The development hereby approved shall be constructed and occupied only in accordance with the Energy Strategy dated August 2013 and prepared by Hoare Lea, unless an alternative is submitted to and approved in writing by the Local Planning Authority.

Reason: In the interest of climate change and sustainability.

13. No development shall take place until the detailed highway design of Park Lane and Jupp Road West have been submitted to and approved in writing by the Local Planning Authority, The highway design shall comprise the following:

1. vehicle loading and unloading;
2. pedestrian footways;
3. surface materials;
4. drainage;
5. signage;

Reason: To agree an acceptable vehicular access to the development to maintain pedestrian safety on the footway.

14. No development shall be commenced until a Construction Management Plan has been submitted to and approved by the Local Planning Authority. As a minimum the Construction Management Plan 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) timing and detail of construction works;
- g) the position and operation of cranes;

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.

- 15. No construction or building works shall be carried out except between the hours of 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 Saturday or at any time on bank or public holidays without the prior written approval of the Local Planning Authority, unless the works have been approved in advance under section 61 of the Control of Pollution Act 1974.
- 16. Deliveries of construction materials to and from the site by road shall 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.

Reason: To minimise noise and disturbance, in the interest of residential amenity.

- 17. No impact piling shall be permitted during the construction of this development without the prior written consent of the Local Planning Authority, in consultation with Thames Water and the Environment Agency.

Reason: To ensure that the development does not cause undue impacts to the amenity of adjoining neighbouring occupiers through noise and vibration disturbance, to protect underground water and sewage utility infrastructure and to protect controlled waters from pollution.

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

Reason: To avoid pollution to controlled waters.

- 20. 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.

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 that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

21. 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 that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

22. No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme for investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

Reason: Important archaeological remains may exist on this site. The Local Planning Authority wishes to secure the provision of an archaeological investigation and the recording of any remains prior to commencement of development

23. No development shall take place until an Air Quality scheme has been submitted to and approved in writing by the Local Planning Authority based upon the submitted recommended measures for ensuring prospective occupiers of the development will not be exposed to unacceptable levels of pollution. Reference shall be made to Association of Local Government guidance 'Air Quality Assessment for Planning Applications – Technical Guidance Note'.

Reason: To protect the amenity of future occupants.

24. 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.

25. 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.

26. 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 Hoare Lea dated August 2013, 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.

27. No part of the development shall be occupied for uses falling within Use Class A3 and Use Class A4 until full details of ventilation/extraction of cooking fumes have been submitted to and approved in writing 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. Reference shall be made to DEFRA's 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems. The approved scheme shall be implemented prior to occupation of the development and shall be permanently maintained thereafter.

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

28. 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.

29. No development shall take place until full energy modelling calculations to demonstrate that 25% reduction in CO² emissions above 2010 building regulations has been submitted to and approved in writing by shall be submitted to and approved by the Local Planning.

Reason: To ensure that the development meets the wider objectives of energy efficiency in new building design and construction.

30. The development shall not be occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The development shall only be occupied in accordance with the Travel Plan.

Reason: To promote sustainable travel patterns.

31. No construction works above ground level shall take place until a cycle parking strategy has been submitted to and approved in writing by the LPA. The cycle parking strategy shall include following:

a) the location(s) within the site and details of covered and secure bicycle parking facilities for the occupiers of the halls of residence capable of accommodating at least one hundred and forty six (146) bicycles and at least forty (40) Brompton bicycle docks;

b) the location(s) within the site and details of bicycle parking facilities for staff and visitors to the development and capable of accommodating at least ten (10) bicycles, in addition to those spaces required by a);

c) the location(s) within the site and details of bicycle parking facilities for occupiers of the development and capable of accommodating at least twenty (20) bicycles, in addition to those spaces required by a) and b);

d) a Brompton bicycle hire scheme including proposals for the provision of no less than forty (40) Brompton bicycles, the hire charging (including subsidy) and management arrangements and the maintenance of the bicycles and associated facilities.

No part of the development shall be occupied unless or until all the bicycle parking facilities required by a), b) and c) have been provided at the approved locations and in accordance with the approved details and the hire scheme required by d) has been established. Unless the LPA agrees in writing otherwise, the aforementioned facilities shall be retained permanently thereafter at the approved locations and in accord with the approved details.

Reason: To promote sustainable modes of transport.

32. Prior to the commencement of development, a surface water discharge study shall be submitted to and approved in writing by the local planning authority. The study will explore the practical and reasonable means to maximise on-site surface water discharges into the River Lea or Tommy Lee Sewer.

Reason: To comply with London Plan policy 5.13 (Sustainable Drainage Hierarchy).

33. The development hereby approved shall not commence until details of the build specification of the B1 floorspace, including floor loadings, floor to ceiling heights, lift capacity and door dimensions, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented and occupied only in accordance with the approved details.

Reason: To ensure the provision of floorspace capable of being used within the use class B1(c).

34. The development hereby approved shall not be occupied until marketing and management details, that show that the equivalent of 10% wheelchair accessible rooms will be marketed and made available to wheelchair users (subject to demand), have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the provision of wheelchair accessible accommodation.

35. In the event that crane or construction equipment is required that is higher than the proposed development it shall be subject to separate consultation with and approval by London City Airport.

Reason: To comply with aerodrome safeguarding.

36. Due to its size and location, the proposed development and any associated crane shall be fitted with aviation obstacle lighting.

Reason: To comply with aerodrome safeguarding.

37. The development hereby approved shall not be occupied until a scheme to ensure that residents of the student housing will not use on street car parking has been submitted to and approved in writing by the Local Planning Authority, and thereafter the development shall be occupied only in accordance with the approved scheme.

Reason: To reduce on-street parking, reduce traffic congestion and promote sustainable travel patterns.

Informative

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

Dated this:

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

London Legacy Development Corporation

TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- * If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online.
The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).
To make an appeal online, please use www.planningportal.gov.uk/pcs. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notice

- * If either the Local Planning Authority or the Office of the Deputy Prime Minister refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.

- * In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.