

DATED 27 March 2015

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) STRATFORD CITY DEVELOPMENTS LIMITED
- (3) VASTINT HOSPITALITY B.V.

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 Great Eastern Road, Stratford, London E15 1BG

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 27 DAY OF March 2015

Pinsent Masons LLP *Pinsent Masons*



CONTENTS

Clause		Page
1	INTERPRETATION	1
2	EFFECT OF THIS AGREEMENT	5
3	CONDITIONALITY	7
4	THE OWNER'S AND DEVELOPER'S COVENANTS WITH THE LOCAL PLANNING AUTHORITY	7
5	ADVANCE NOTIFICATION	7
6	NOTICES	7
7	SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	8
8	VERIFICATION AND ENFORCEMENT	8
9	DISPUTE RESOLUTION	9
10	NO WAIVER	10
11	DUTY TO ACT REASONABLY AND IN GOOD FAITH	10
12	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	10
13	PARTIES NOT TO ENCUMBER	10
14	JURISDICTION AND LEGAL EFFECT	10
15	MONITORING AND LEGAL FEES	10
16	FINANCIAL CONTRIBUTIONS AND INDEXATION	10
17	EXECUTION	11
	SCHEDULE 1 - LOCAL LABOUR AND APPRENTICESHIPS	12
	SCHEDULE 2 - PUBLIC REALM CONTRIBUTIONS	14
	SCHEDULE 3 - TRAVEL PLAN	16
	SCHEDULE 4 - DESIGN MONITORING	18
	APPENDIX 1 - PLANS	21
	APPENDIX 2 - PLANNING PERMISSION	22

THIS AGREEMENT is made on 27 March 2015

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**Local Planning Authority**");
- (2) **STRATFORD CITY DEVELOPMENTS LIMITED** (Company No 04261851) whose registered offices is at 6th Floor, Midcity Place, 71 High Holborn, London WC1V 6EA (the "**Owner**"); and
- (3) **VASTINT HOSPITALITY B.V.** (incorporated in the Netherlands and with Amsterdam Chamber of Commerce Company Registration Number 54360722) whose registered office is at Hettenhuevelweg 51 – 110BM Amsterdam Zuidoost Netherlands (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 Owner is the freehold owners of the Site which forms part of the land registered at the Land Registry under title number TGL379335.
- (C) The Developer has entered into an Agreement for Lease dated 11 December 2013 with the Owner in respect of the Site.
- (D) The Developer submitted the Planning Application to the Local Planning Authority on 16 August 2014.
- (E) The Local Planning Authority has resolved to grant the Planning Application subject to the Owner and Developer first entering into the obligations set out in this Agreement.
- (F) 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 Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 Section 1 of the 2011 Act and all other enabling powers.
- (G) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

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:-

"1990 Act"	the Town and Country Planning Act 1990
"2011 Act"	the Localism Act 2011

"Business Day"	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 offices are closed to the public
"Bank Base Rate"	means the Bank of England official dealing rate as set by the Monetary Policy Committee
"Cherry Park and Angel Lane Planning Permission"	means the planning permission dated 17 October 2013 and allocated reference number 13/00275/VAR
"Commencement Date"	the date upon which the Development is Commenced
"Commencement"	<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"> Site clearance service diversions Site investigation and remediation archaeological investigation temporary site hoardings temporary means of access any works to the highway any other analogous preparatory works <p>and "Commenced" and "Commence" shall be construed accordingly</p>
"Comply"	materially implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" and "Complied" shall be construed accordingly
"Consent"	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation however expressed
"Development"	construction of an eight story hotel building comprising a total of 279 bedrooms together with ancillary hotel facilities on the ground floor and accessible car parking spaces on the Site as permitted by the Planning Permission and given reference number 14/00310/FUL
"Expert"	the expert appointed in accordance with the provisions of Clause 9 to determine a dispute
"Index"	<p>means:</p> <ul style="list-style-type: none"> ▪ in respect of the Public Realm and Wayfinding

Contribution, Stratford Regional Station Contribution and Walking and Cycle Contribution the All In Tender Price Index published by the RICS Building Cost Information Service

- in respect of the Design Monitoring Contribution the Index of Retail Prices published by the Office of National Statistics

and in either case, if such index is no longer published or otherwise discontinued the term 'Index' includes any replacement index performing substantially the same function published from time to time by any of the above organisation (or any successors to their respective functions) or such index as shall reasonably be nominated by the Local Planning Authority

"Indexed"

means the 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

$$A \times B/C = D$$

where:

A = the relevant sum specified in this Agreement in pounds sterling;

B = 100% of the figure shown in the relevant Index at the date on which the relevant sum is received by the Local Planning Authority

C = the figure in the relevant Index at the date which the relevant sum concerned is to be Indexed under the provisions of this Agreement

D = the resultant sum in pounds sterling

Provided B/C shall never be less than 1

"Monitoring Fee"

the sum of five thousand pounds (£5,000) (indexed) as a contribution towards the Local Planning Authority's costs for monitoring the Owner's and Developer's compliance with their obligations under this Agreement

"Occupation"

means the commencement of trading by any person occupying the Site for its designated planning use as a hotel under the Planning Permission but for the avoidance of doubt shall not include occupation for the purposes of works carried out prior to or during construction fitting out commissioning advertising marketing security or management of land for parking and "Occupy" "Occupier" and "Occupied" shall be construed accordingly

"Parties"

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

"Planning Application"

the application for planning permission in respect of the Development submitted to the Local Planning Authority and allocated reference number 14/00310/FUL

"Planning Permission"	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
"Practical Completion"	completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works
"Site"	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

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) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Recital is to a recital to this Agreement; and
- (e) plan is to a plan annexed to this Agreement as an Appendix;

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

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

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

1.2.4 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 Owner and Developer include:-
- (a) persons deriving title from the Owner or Developer;
 - (b) persons claiming through or under the Owner or Developer an interest or estate in the Site; and
 - (c) the Owner's or Developer's successors, assigns, transferees;
- 1.2.9 "including" means "including without limitation";
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 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;
- 1.2.13 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);
- 1.2.14 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
- 1.2.15 any restriction on Commencement of the Development shall be taken to encompass a restriction on Commencement of any part of the Development.
- 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 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or 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 Local Government Act 1972;

- 2.1.3 section 2 of the Local Government Act 2000;
 - 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 The obligations, covenants and undertakings on the part of the Owner and 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 are given so as to bind the Owner's freehold interest in the Site (as referred to in Recital B) and the Developer's interest in the Site (as referred to in Recital C) and with the intent that they shall be enforceable by the Local Planning Authority not only against the Owner and Developer but also against any successors in title to or assigns of or transferees of the Owner and Developer and/or any person claiming through or under the Owner or 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.
- 2.4 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 of any of its statutory powers functions or discretions.
- 2.5 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.
- 2.6 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
- 2.7 The obligations contained within this Agreement shall not be binding upon nor enforceable against:
- 2.7.1 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; or
 - 2.7.2 lessees under the grant of leasehold interest of less than 7 years.
- 2.8 The Local Planning Authority shall request registration of this Agreement as a Local Land Charge by the London Borough of Newham or its respective statutory successor in function.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission:-
- 2.9.1 expires without the Development being Commenced; or
 - 2.9.2 is quashed, revoked or (without the consent of the Owner or Developer) modified.
- 2.10 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 save that Clause 4.2 of this Agreement shall be of no effect in any event until the Planning Permission has been implemented on the Site.

4. **THE OWNER'S AND DEVELOPER'S COVENANTS WITH THE LOCAL PLANNING AUTHORITY**

4.1 The Owner and Developer covenant with the Local Planning Authority that they will 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, Schedule 2, Schedule 3 and Schedule 4.

4.2 Subject always to the prior implementation of the Planning Permission on the Site, the Owner and the Developer covenant not to implement or carry out any works pursuant to the Cherry Park and Angel Lane Planning Permission on the Site.

5. **ADVANCE NOTIFICATION**

5.1 The Owner and Developer shall:-

5.1.1 as soon as reasonably practicable, notify the Local Planning Authority of the 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

5.1.2 notify the Local Planning Authority of the Commencement Date within ten Business Days of the Commencement Date occurring.

6. **NOTICES**

6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-

6.1.1 if delivered by hand, the next Business Day after the day of delivery; and

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

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

Local Planning Authority:

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

The Owner:

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

London
WC1V 6EA

The Developer:

The Company Secretary
Vastint Hospitality B.V.
Hettenhuevelweg 51
110BM Amsterdam Zuidoost
Netherlands

Copy to:

Alistair Watson
Taylor Wessing LLP
5 New Street Square
London
EC4A3TW

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

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

- 7.1 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 7.1, where in the opinion of the Owner or Developer any obligation, covenant, undertaking or other provision on the part of the Owner or 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, the Owner or 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 within ten Business Days 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.

- 7.2 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 the Owner or Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Owner or 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. VERIFICATION AND ENFORCEMENT

The Owner or Developer shall permit the Local Planning Authority together with its 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 five business days 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 Local Planning Authority shall make good any damage caused by the Local Planning Authority or its respective authorised employees, agents, surveyors or other representatives during the carrying out of such verification.

9. DISPUTE RESOLUTION

9.1 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").

9.2 The Notice must specify:-

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

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

9.2.3 the proposed Expert.

9.3 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:-

9.3.1 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;

9.3.2 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;

9.3.3 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

9.3.4 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

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

9.4 If the dispute shall relate to matters falling within two or more of Clauses 9.3.1 to 9.3.5, 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 9.3.1 to 9.3.5 to act as joint Experts.

9.5 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.

9.6 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.

9.7 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.

10. **NO WAIVER**

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

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

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

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

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

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

13. **PARTIES NOT TO ENCUMBER**

The Owner or Developer shall not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out save where planning permission is granted after the date of this Agreement for an alternative development of the Site **PROVIDED THAT** this Clause 13 shall not restrict the Owner or 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.

14. **JURISDICTION AND LEGAL EFFECT**

- 14.1 This Agreement shall be governed by and interpreted in accordance with the law of England.
- 14.2 The provisions of this Agreement (other than this Clause 14.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

15. **MONITORING AND LEGAL FEES**

- 15.1 The Owner and Developer agree that they will on completion of this Agreement pay the Local Planning Authority's legal costs reasonably and 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).
- 15.2 The Owner and Developer agree that they will on the date when the Planning Permission is granted and the Development has been first Commenced pay the Local Planning Authority's Monitoring Fee.

16. **FINANCIAL CONTRIBUTIONS AND INDEXATION**

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

- 16.2 The Public Realm and Wayfinding Contribution, Stratford Regional Station Contribution, Walking and Cycling Contribution and Design Monitoring Contribution will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date it is paid.
- 16.3 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment at 2% above the Bank Base Rate.
- 16.4 The Local Planning Authority covenants with the Owner and Developer to:-
- 16.4.1 apply any financial contributions received pursuant to the terms of this Agreement only for the purposes for which they were paid; and
- 16.4.2 if any element of any financial contribution (or any part thereof) ("**Contribution**") shall not have been expended or contractually committed to be expended within 5 years after the date upon which such element of such Contribution (or any part thereof) shall have been paid then the unspent part of any Contribution shall be returned to the payer (but less any tax that may be payable) together with all accrued interest within fifteen Business Days of receipt of a written demand from the payer provided that such a demand may not be made before the expiry of five years from receipt by the Local Planning Authority of any Contribution (or any part thereof) and provided also that if any contractual commitment relating to any Contribution (or any part thereof) allows for any actions in relation to any Contribution (or part thereof) to occur after the period of five years, any sum to be repaid shall not be paid until payment of the final account on any such contract less all costs incurred by the Local Planning Authority or paid thereunder.

17. EXECUTION

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

SCHEDULE 1

LOCAL LABOUR AND APPRENTICESHIPS

1. DEFINITIONS

"Apprenticeships"	means on the job training for people interested in pursuing a career in the hospitality industry for the primary purpose of being trained in the necessary skills for their job (or attaining a relevant qualification) and the Owner and the Developer carry the responsibility to facilitate their training (including work experience to enhance their training) or appoint an apprentice on an Apprenticeship Agreement
"Apprenticeship Agreement"	means a contract of service in accordance with the Apprenticeships, Skills, Children and Learning Act 2009
"Growth Boroughs"	the London Borough of Newham, London Borough of Waltham Forest, London Borough of Hackney and London Borough of Tower Hamlets
"Local Labour and Business Schemes"	means each and every of the following schemes in the Growth Boroughs: (a) in the LLDC's administrative area - the Legacy Communities Scheme Careers Programme Group; (b) in the London Borough of Hackney - the scheme known as "On-Site"; (c) in the London Borough of Newham - the scheme known as "Workplace"; (d) in the London Borough of Tower Hamlets - the scheme known as "Skillsmatch"; (e) in the London Borough of Waltham Forest - the scheme known as "Worknet"
"Local Labour Strategy"	means a detailed strategy designed to secure at least the ambitions set out in Paragraph 2.2 of this Schedule for the construction phase and operational phases of the Development and including appropriate arrangements for the regular monitoring and reporting to the Local Planning Authority on the progress in achieving such ambitions.
"London Living Wage"	the minimum hourly wage as published from time to time by the Greater London Authority
"Reasonable Endeavours"	means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or

part of the Development).

2. LOCAL LABOUR

2.1 The Owner and the Developer shall use Reasonable Endeavours to, and procure that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and commercial tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to:

- 2.1.1 advertise all job vacancies arising from the Development in Local Labour and Business Schemes and job centres in each of the Growth Boroughs;
- 2.1.2 notify Local Labour and Business Schemes in the Growth Boroughs of all job vacancies arising from the Development;
- 2.1.3 ensure the recruitment of persons living in the Growth Boroughs account for 25% of the construction jobs arising from the Development;
- 2.1.4 ensure the recruitment of persons living in the Growth Boroughs account for a total of anywhere between 25% and 85% of the end-use jobs at the Development;
- 2.1.5 pay all employees employed at the Development in construction jobs the London Living Wage;
- 2.1.6 inform and promote the adoption of the London Living Wage for end use jobs at the Development; and
- 2.1.7 provide work-based learning opportunities, including a minimum number of Apprenticeships of 10% of the total employees at the Development for the lifetime of the Development for people from the Growth Boroughs,

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

2.2 The Development shall not Commence before the Owner and the Developer has submitted the Local Labour Strategy to the Local Planning Authority and secured its written approval thereof.

2.3 The Owner and the Developer shall implement the approved Local Labour Strategy on Commencement of the Development and continue to operate it thereafter.

3. LOCAL SUPPLIES AND CONTRACTORS

To the extent that it is reasonably practicable to do so and the Owner and the Developer are not prevented from doing so by any rule of law whether domestic or international, the Owner and the Developer shall use Reasonable Endeavours to ensure that businesses based in the Growth Boroughs benefit directly from the commercial opportunities arising from the Development.

SCHEDULE 2

PUBLIC REALM CONTRIBUTIONS

1. DEFINITIONS

- "Public Realm and Wayfinding Contribution"** means the sum of £100,000 (one hundred thousand pounds) (Indexed) to be used by the Local Planning Authority for the improvement of the public realm and wayfinding in the Stratford gyratory system
- "Stratford Regional Station Contribution"** means the sum of £300,000 (three hundred thousand pounds) (Indexed) to be used by the Local Planning Authority towards the proposed Stratford Regional Station connectivity proposals
- "Walking and Cycle Contribution"** means the sum of £25,000 (twenty five thousand pounds) (Indexed) to be used by the Local Planning Authority for the improvement of walking and cycling facilities including the provision of secure visitor cycle parking in the public realm of the Development and cycle parking bays off Site within the vicinity of the Development

2. PAYMENTS

2.1 The Owner and Developer covenant with the Local Planning Authority as follows:-

Walking and Cycle Contribution

- 2.1.1 Prior to the Commencement Date to pay to the Local Planning Authority the Walking and Cycle Contribution.
- 2.1.2 Not to Commence the Development unless and until the Walking and Cycle Contribution has been paid to the Local Planning Authority in accordance with this Schedule.

Public Realm and Wayfinding Contribution

- 2.1.3 Prior to the Commencement Date to pay to the Local Planning Authority the Public Realm and Wayfinding Contribution.
- 2.1.4 Not to Commence the Development unless and until the Public Realm and Wayfinding Contribution has been paid to the Local Planning Authority in accordance with this Schedule.

Stratford Regional Station Contribution

- 2.1.5 To pay the Stratford Regional Station Contribution to the Local Planning Authority in the following instalments:-

- (a) 50% prior to the Commencement Date; and
- (b) 50% prior to first Occupation of the Development.

- 2.1.6 Not to Commence the Development unless and until 50% of the Stratford Regional Station Contribution has been paid to the Local Planning Authority in accordance with this Schedule.

- 2.1.7 Not to Occupy the Development unless and until 50% of the Stratford Regional Station Contribution has been paid to the Local Planning Authority in accordance with this Schedule.

SCHEDULE 3

TRAVEL PLAN

1. DEFINITIONS

- "Management Plan for Service Vehicles"** 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
- "Travel Plan"** a travel plan for the Development prepared in accordance with paragraph 2.1 this Schedule, the objective of which shall be to promote and support sustainable means of transport for persons working at or using the Development

2. TRAVEL PLAN

- 2.1 The Owner and Developer shall not Occupy nor permit to be Occupied the Development unless and until:-
- 2.1.1 the Travel Plan has been submitted to the Local Planning Authority for approval; and
- 2.1.2 the Local Planning Authority has approved the Travel plan (approval not to be unreasonably withheld or delayed).
- 2.2 In preparing the Travel Plan the Owner and Developer shall:-
- 2.2.1 subject to paragraph 2.4 of this Schedule, prepare the Travel Plan in accordance with TfL best practice requirements; and
- 2.2.2 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 for staff, users and visitors; a Management Plan for Service Vehicles; advice and maps on websites and other promotional material 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").
- 2.3 The Owner and 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 from time to time.
- 2.4 The Owner and Developer shall monitor and review the Travel Plan within one (1) year of first Occupation of the Development and thereafter every year to take account of:-
- 2.4.1 the results of revised baseline transport survey and event day and night time car parking survey;
- 2.4.2 bespoke surveys focused on assessing particular measures or developing understanding to respond to particular transport issues; and
- 2.4.3 performance against the targets set out in the Travel Plan.
- 2.5 Within one (1) month of completion of each such review pursuant to paragraph 2.4 of this Schedule, the Owner and Developer shall submit to the Local Planning Authority for approval 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 (if required) together with a timescale for the implementation of any such changes all for approval by the Local Planning Authority.

- 2.6 The Owner and Developer shall Comply with the changes approved by the Local Planning Authority to the Travel Plan in accordance with such timescale as may be agreed by the Local Planning Authority pursuant to paragraph 2.5 of this Schedule 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-ordinators to ensure that such measures are encompassed by the Travel Plan Co-ordinator's duties.

SCHEDULE 4

DESIGN MONITORING

1. DEFINITIONS

'Architect'	means Suttonca as specified in the Design and Access Statement as being the architects responsible for the design of the Development
"Design and Access Statement"	The Developer's design and access statement accompanying the Planning Application
"Design Monitoring Contribution"	means the sum of £50,000 (fifty thousand pounds) (Indexed) to be used 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 design
"Design Monitoring Period"	means a period starting no later than Commencement of the Development and extending to the conclusion of RIBA Stage L
"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.

2. OBLIGATIONS

The Owner and the Developer covenant with the Local Planning Authority as follows:

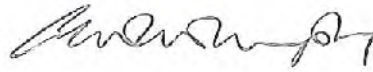
- 2.1 If at any point during the Design Monitoring Period the services of the Architect is not retained to oversee the delivery of the design quality of the Development in accordance with the drawings listed within the Planning Permission the Owner and Developer shall forthwith:-
- 2.1.1 notify the Local Planning Authority of such non-retention; and
 - 2.1.2 pay to the Local Planning Authority the Design Monitoring Contribution as a contribution towards the Local Planning Authority's costs in supervising the design quality of the Development.
- 2.2 The Development shall not Commence before the Owner and Developer has either:-
- 2.2.1 provided satisfactory confirmation to the Local Planning Authority that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the drawings listed within the Planning Permission or in accordance with such other architectural drawings approved by the Architect which deliver the vision for the Development as shown in the drawings listed within the Planning Permission during the Design Monitoring Period; or
 - 2.2.2 paid the Design Monitoring Contribution if the Architect has not been retained to oversee the design quality of the Development.

- 2.3 During the Design Monitoring Period no Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the Local Planning Authority and for the avoidance of doubt, the Local Planning Authority may require the Architect to approve any subsequent changes in writing before the Local Planning Authority gives its own written approval under this paragraph.

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:-

)
)
)
)
)



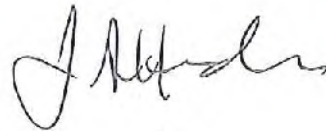
Authorised Signatory



1586

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

)
)
)
)
)



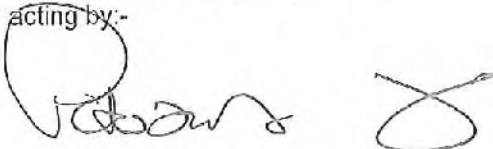
Director

Director/Secretary



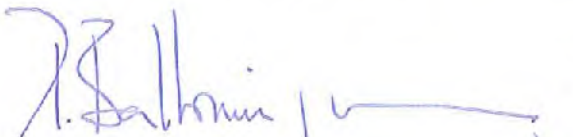
EXECUTED as a Deed
(but not delivered until dated) by
VASTINT HOSPITALITY B.V.
acting by:-

)
)
)
)
)



PETER ANDREWS

Director



(TARMO BALTATIESUKAS)

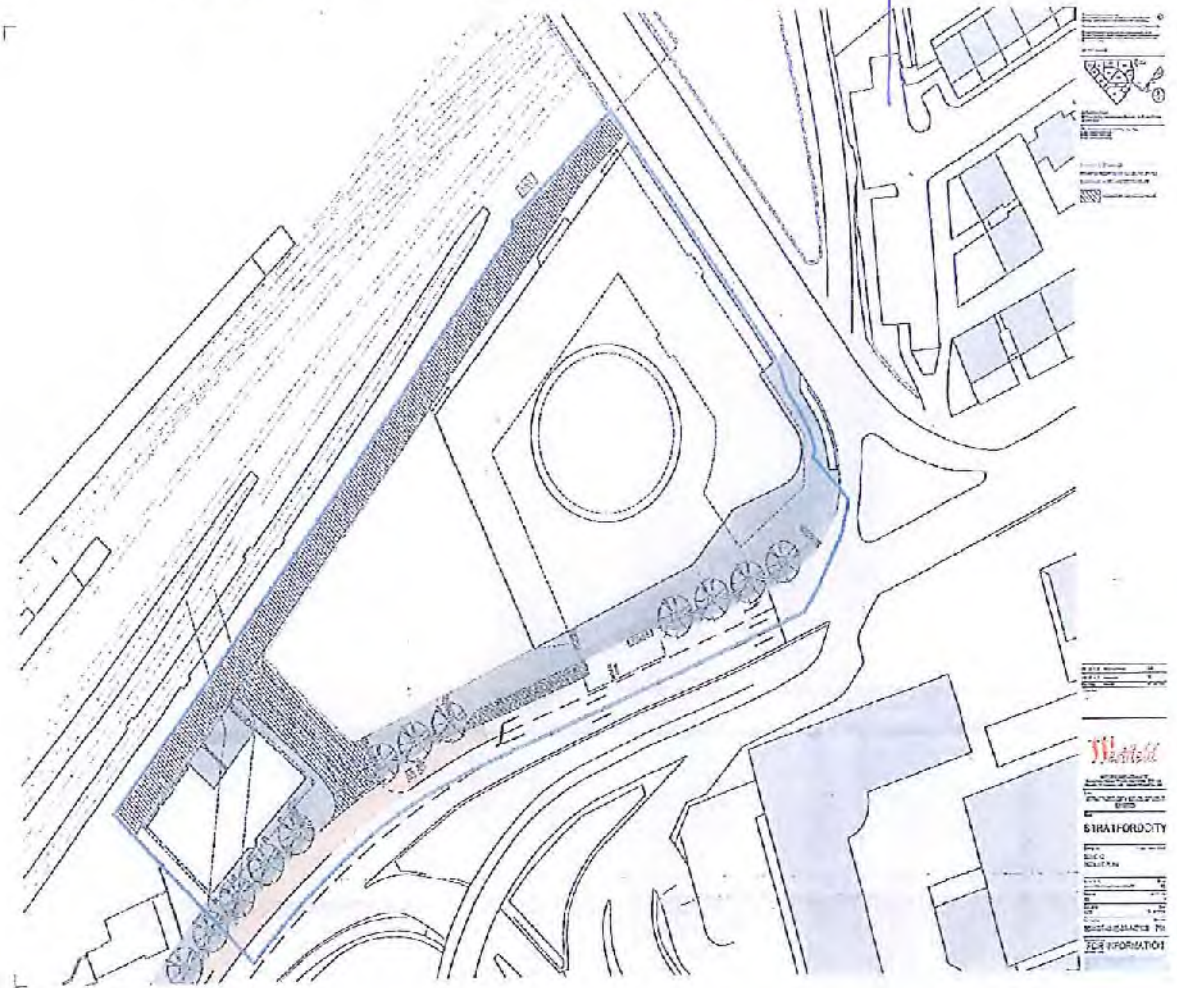
Director/Secretary

Andrew
APPENDIX 1

J. Holden
Mi

David *P. Parkington*

PLANS



David

APPENDIX 2
PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

Town and Country Planning Act 1990

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

Please see notes at the end of this notice

Applicant

InterHospitality Holding B.V./Stratford
C/O Agent

Agent

Jonathan Sebbage
Peter Brett Associates LLP
Caversham Bridge House
Waterman Place
Reading
Berkshire
RG1 8DN

Part I - Particulars of Application

Date of Application: 21-Aug-2014

Application No: 14/00310/FUL

Proposal: Erection of an 8 storey hotel building comprising a total of 279 bedrooms together with ancillary hotel facilities on the ground floor and accessible parking spaces.

Location: Hardstanding area bordered by railway line, Land at Great Eastern Road, Stratford, London, E15 1BG

Part II - Particulars of Decision

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

Conditions/Informatives:

1. Approvals in Writing

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.

2. 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.

3. **Works in accordance with approved details**

Unless minor variations are agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the development shall be carried out in accordance with the following drawings:

0501 Existing Site Plan; 0502 Proposed Site Plan; 0503 Proposed Block Plan; 2000F Level Ground Plan; 200ME Level Mezzanine Plan; 2001E Level 1 Plan; 2002E Levels 2-7 Plan; 2008E Level Roof Plan; 2010A Level Basement Plan; 2030A Wheelchair Accessible Room Layouts; 2101A Front Elevation; 2102A Side Elevation; 2103A Rear Elevation; 2106A Front Context Elevation; 2201B Section AA; 2202A Section BB; 2203A Section CC; 4120A Typical Bay Ground Floor Front; 4121A Typical Bay Middle Floor Front; 4122A Typical Bay Upper Floor Front; 4123 Typical Bay Middle Floor Centre; and 4124 Typical Bay Middle Floor Side;

And the following documents:

Access Statement, prepared by David Bonnett Associates; (26th November); Air Quality Assessment, prepared by Peter Brett Associates LLP; (15th August); Area Schedule (26th November); Convergence Statement, prepared by Peter Brett Associates LLP; (26th November); Daylight, Sunlight and Overshadowing Assessment, prepared by Herrington Consulting Ltd; (15th August); Design Statement, prepared by Sultonca; (26th November); Sustainability & Energy Statement, prepared by Peter Brett Associates LLP; (19th November); Flood Risk Assessment, prepared by Peter Brett Associates LLP; (15th August); Hotel Impact Study, prepared by Peter Brett Associates LLP; (15th August); Phase 1 Ground Condition Synopsis Report, prepared by Peter Brett Associates LLP (26th November); Noise and Vibration Impact Assessment Report, prepared by Peter Brett Associates LLP (15th August); Planning Statement (including Section 106 Heads of Terms), prepared by Peter Brett Associates LLP; (26th November); Transport Assessment, prepared by Peter Brett Associates LLP; (26th November); and Travel Plan, prepared by Peter Brett Associates LLP (19th November) 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 this condition.

All works shall be retained in accordance with the approved details.

Reason: To ensure that the development is undertaken in accordance with the approved drawing(s), and to protect the local amenity with regard to Policies 7.4 of the London Plan. The development is acceptable on the basis of the particulars contained within the application and this condition seeks to ensure the development is undertaken in strict accordance with those details as approved.

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. **Pre Commencement Condition**

No development shall take place, including any works of demolition, until a construction logistics plan for the proposed development has been submitted to and approved in writing by the Local Planning Authority.

Reason: To protect the environment of residents and the area generally.

6. Mechanical Ventilation

Prior to the commencement of the relevant part of the development, full details of any mechanical ventilation or other plant 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, as well as scale plans of the appearance of the external vent. Particular consideration should be given to the potential high level discharge of kitchen extract air/the discharge of toxic or odorous extract air where a high level of discharge is usually essential. The approved scheme shall be completed prior to occupation of the development and shall be permanently maintained throughout the period during which any of the workspaces are used for hot food preparation purposes. 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).

The construction of the development shall be carried out in accordance with the approved construction logistics plan.

Reason: To protect the amenity of neighbouring properties and future occupants.

7. Cycle Storage

Prior to the occupation of the development hereby approved staff cycle storage shall be made available within the site of a type and in a location previously submitted to and agreed in writing by the Local Planning Authority; thereafter such provision shall be made permanently available for use.

Reason: In the interests of providing a wide range of facilities for non-motor car visitors, in the interests of sustainability.

8. Customers who are not hotel guests shall not be permitted within the ancillary restaurant, bar and function room facilities before 0700 or after 2400 on Monday to Saturday (not including bank and Public Holidays) and before or after 0700 or after 23.30 on Sundays, bank holidays and public holidays.

Reason: To protect the environment of neighbouring residents.

9. Noise – Residential Properties

The LAeq, 5min level measured 1 metre outside a window to a habitable room or any residential development, with entertainment taking place at the development, shall show no increase when compared with the representative level measured from the same position, under the same conditions and during a comparable period with no entertainment taking place at the development.

The LAeq, 5min level in the 63 Hz and 125 Hz octave band measured 1 meter outside a window to a habitable room, with entertainment taking place at the development, shall show no increase when compared with the representative LAeq, 5min level in the 63 Hz and 125 Hz octave bands measured from the same position, under the same conditions and during a comparable period with no entertainment taking place at the development.

Reason: In order to safeguard the amenities of nearby occupiers and to enable the Local Planning Authority to retain control in the interests of residential amenity.

10. Noise – Amplified and Live External Music

No amplified or live music shall be played on the external deck area hereby approved at any time.

Reason: In order to safeguard the amenities of nearby occupiers and to enable the Local Planning Authority to retain control in the interests of residential amenity.

11. Restriction of Noise from Plant and Equipment

The rating level of any noise generated by plant & equipment as part of the development shall be at least 5 dB below the pre-existing background level as determined by BS4142:1997-"Method of rating industrial noise affecting mixed residential and industrial areas".

Reason: To protect the amenities of local residents.

- 12.** 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.

- 13.** 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 and thereafter permanently maintained in accordance with details approved pursuant to this condition.

Reason: To prevent loss of amenity.

- 14.** No demolition, construction or maintenance activities audible at the site 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 Sundays or bank or public holidays without the prior written approval of the Local Planning Authority, to minor variations unless works have been otherwise approved in advance under section 61 of the Control of Pollution Act 1974.

Reason: To ensure that development standards are applied consistency across the site and to protect amenity through minimising disruption and disturbance.

- 15.** 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 ensure that development standards are applied consistency across the site and to protect amenity through minimising disruption and disturbance

- 16.** Full details of all extract/ventilation, air conditioning and heating systems shall be submitted to and approved in writing by the Local Planning Authority prior to their installation. 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.

Reason: In the interests of minimising the impacts of the development on air quality

17. Signage and Advertising

Notwithstanding the provisions of the Town and Country Planning (Control of Advertisements) Regulations 2007, no signs or advertisements shall be erected within the application site, without the prior written approval of the Local Planning Authority.

Reason: To provide control over the size and design of signage and advertisements.

18. Details of Final Appearance

Within 6 months of the date of this approval, details of the design and appearance of any signage, lighting scheme for the development, including the location of external lights and lux levels, CCTV scheme for the development, blue badge parking, cycle parking, bin spaces shall be submitted to and approved by the Local Planning Authority.

The development shall be completed in accordance with the approved details and thereafter retained for the duration of this planning permission.

Within 6 months of the date of this approval, a Signage Strategy that also details the proposed signage zones for the building, shall be submitted to and approved in writing by the Local Planning Authority. The Signage Strategy shall establish the design principles and parameters for the proposed signage for the Moxy Hotel.

Reason: To ensure that the development does not prejudice the visual amenities of the locality.

19. Full details including samples of the materials to be used on all external surfaces (which for the avoidance of doubt shall also include hard landscaping) shall be submitted to and approved by the Local Planning Authority in writing prior to their procurement and 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 use of the building by the general public and shall thereafter be permanently maintained 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.

20. Prior to the commencement of the relevant part of the development details along with a sample of the proposed window and colour banding treatment shall be submitted to the Local Planning Authority for approval, prior to their procurement and use on the site. 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.

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.

21. Within 6 months of the date of this permission full details of plant equipment and details of plant screening to fully enclose the roof top plant from all views, along with details of any lift overruns shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To mitigate the visual impact arising from roof top plant to protect the visual amenities of the locality.

22. Commencing on 1st January 2017 and on each anniversary of that date an Annual Monitoring Report which details the demand and occupation of all accessible rooms within the Moxy Hotel by disabled guests by quarter shall be submitted to the Local Planning Authority. If the Annual Monitoring Report demonstrates that the occupation of the accessible rooms by disabled guests within any two quarters, is between 80%-100%, the additional 5% of accessible rooms (identified as easily adaptable rooms within the application submission) shall be converted by the operator within 6 months from the date of the report in accordance with details to be submitted to and approved in writing by the Local Planning Authority. Following such conversion the additional 5% accessible rooms shall be retained so as to accessible by disabled guests.

Reason: To ensure an adequate provision of accessible rooms within the hotel development and to ensure an inclusive environment.

23. Notwithstanding the submitted plans, prior to the commencement of the relevant part of the development full details of the design and mix of shower and bath facilities within all accessible rooms for disabled people shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public or

in the case of any rooms converted pursuant to condition 23 prior to the first use of each room by the general public following the conversion and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure an inclusive environment.

24. Prior to the commencement of the relevant part of the development, details of the proposed arrangements for the interconnecting rooms (standard rooms adjacent to accessible rooms) and their location within the Moxy Hotel shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure an inclusive environment.

25. Within 6 months of the date of this approval, details of the design of all public entrances and exits to the Moxy Hotel, including the design of the proposed glazed lobby and finishes to glazed doors, including colours, textures and tones, shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To protect the local amenity and to ensure an inclusive environment (particularly with regard to the visually impaired).

26. Within 6 months of the date of this approval, a Service Vehicle Management and Waste Strategy shall be submitted to and approved in writing by the Local Planning Authority. The Service Vehicle Management and Waste Strategy shall detail the numbers of service movements, the daily profile of service visits, and include details of any proposed monitoring system. The development shall only be carried out and operated 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, unless minor variations are agreed in writing by the Local Planning Authority.

Reason: In the interest of highway safety and sustainable waste management to and to ensure that service vehicles will not cause congestion on the surrounding road network

27. Within 6 months of the date of this approval, full details for biodiversity enhancement measures shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: In the interest of sustainable design and construction and to enhance biodiversity within the development.

28. Prior to the commencement of the relevant part of the development, full details of water efficiency measures, including a management strategy for reducing water use within the hotel, shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure that the development meets a high standard of sustainable design and construction and that the development minimises water use.

29. Upon completion of the development and prior to first occupation of the Moxy Hotel, evidence shall be submitted to and approved by the Local Planning Authority to demonstrate that the Moxy Hotel hereby approved has attained a Platinum LEED rating. Throughout the life of the development hereby permitted it shall be operated in accordance with a Platinum LEED rating.

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

30. Prior to the commencement of the relevant part of the development, details of the grease trap or grease digester system to be installed for the commercial kitchen shall be submitted to and approved in writing by the Local Planning Authority. Details should include plan and sectional drawings with measured drain sizes and invert levels and full manufacturer specifications. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public, and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority, unless minor variations are agreed in writing by the Local Planning Authority.

Reason: To protect the amenity of future occupants and/or future nearby residential properties

31. Prior to the commencement of the relevant part of the development, details of a non-return waste valve to protect the building from backflow during storm water conditions shall be submitted to and approved in writing by the Local Planning Authority in consultation with 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.

Reason: To ensure that the surface water discharge from the site will not have a detrimental impact upon the sewerage system.

32. Prior to the commencement of the relevant part of the development, details of how the surface water drainage and storm flows will be attenuated or regulated into the receiving public network through on or off site storage, shall be submitted to and approved in writing by the Local Planning Authority in consultation with 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.

Reason: To ensure that the surface water discharge from the site will not have a detrimental impact upon the sewerage system.

33. Prior to the commencement of the development, details of the construction compounds for the development shall be submitted to and agreed in writing by the Local Planning Authority.

Reason: To ensure that development standards are applied consistency across the site and to protect amenity through minimising disruption and disturbance

34. 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

35. 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.

36. 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

37. 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.

38. 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

39. 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

40. 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.

41. 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.

42. 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) cladding panels;
- iii) projecting oriel windows;
- iv) back lit coloured panels
- ii) balustrades at all roof levels;

- v) the oversailing projection above the gutter line between the bays that break the roofline detail;
- vi) Moxy signage detail
- vii) external architectural lighting
- 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.

43. 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.

44. 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.

45. Prior to commencement of the relevant part of the development 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.

46. 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 occupants the same booking opportunities as non-disabled occupants;
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.

47. 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 rooms does not exceed 40dB_LA_{max}(s).

Reason: To ensure the student accommodation provides a satisfactory standard of accommodation.

Energy Calculations

48. Within 6 months from the date of occupation of the development full energy modelling calculations shall be submitted to and approved by the Local Planning Authority to demonstrate that the 35% 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.

49. The development hereby permitted shall be connected to Stratford City CCHP (Cofely East London Energy District Energy Scheme (CELE)) and the building shall not be occupied until it has been so connected.

Reason: To ensure a high standard of sustainable design and construction.

50. Prior to first occupation of the development hereby approved, 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 and complied with 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.

51. 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.

52. **Capacity Study**

Prior to the commencement of the development hereby approved a Capacity Study shall be undertaken and submitted to and approved in writing by the Local Planning Authority. The Capacity Study shall demonstrate that access and junction off Great Eastern Road has the capacity to accommodate accumulated traffic flows from the approved and proposed development.

Reason: In the interest of highway safety

Informatives:

1. **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. 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.

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 London Legacy Development Corporation 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 London Legacy Development Corporation. 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.

2. **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.

3. **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.

4. **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/>.

5. **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. 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
- 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.

6. **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.

7. The developer is advised that a Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes – toilets, showers, washbasins, baths and canteens). Typical Trade Effluent processes include: Laundrette/laundry, PCB manufacture, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contamination water. Pre-treatment, separate metering, sampling access etc, may be required before the Company can give its consent. Application should be made to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London, SE2 9AQ. Telephone 020 8507 4321.
8. The applicant is advised that the kitchen and other food areas within the premises need to comply in full with: -
 - a) EU 852/2004 as enforced by the Food Hygiene (England) Regulations 2006;
 - b) EU 178/2002 as enforced by the General Food Regulations 2004;
 - c) The Food Premises Registration Regulations 1991, (under these regulations there is a requirement to register with the Environmental Health Service at least 28 days prior to opening. This form is accessible from Newham's website).

All structural finishes and equipment must comply with the catering Guide (industry) to Good Hygiene Practice; Chadwick House Group Ltd.

Particular Requirements of the Hygiene Legislation include: -

- a) Sufficient internal and external hygiene refuse storage capacity. The external store should be capable of accommodating standing Council wheeled bins of a total capacity appropriate to the scale of the business. External bins should not be placed in a position where they are likely to cause an obstruction;
- b) Provision of double sink and wash-hand basin in main food preparation area;
- c) Hot water supply to all wash-hand basins and sinks should preferably be from a gas fired balanced flue instant water heater;
- d) Sufficient refrigeration and freezer capacity;
- e) Sufficient hot food storage / display/capacity (if applicable);
- f) Kitchen layout to facilitate separation of raw and cooked food handling and preparation;
- g) Adequate artificial lighting levels throughout, achieved by means of fluorescent tube lights, (minimum wattage 40 watts) fitted with diffusers;
- h) Sufficient general ventilation to all rooms;
- i) Extraction ventilation to food preparation areas/rooms must be capable of maintaining at least 20 air changes per hours;
- j) Creation of a lobby between the WC and the food rooms;

- k) All structural finishes, work surfaces and equipment to be of durable, smooth and impervious materials.

Further details in respect of food requirements are available from The London

Borough of Newham, Housing and Public Protection, Food Safety Unit, tel.: 0208 430 2000 Ext. 37709 food@newham.gov.uk or www.newham.gov.uk

Compliance with Planning Law does not automatically mean that you will comply with these more specific Food Law requirements.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 31 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 (as amended), the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application, the local planning authority continued to work with the applicant in a positive and proactive manner. The planning application complies with planning policy as stated above and was determined in a timely manner.

Dated this: DRAFT NOTICE 2020



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