

DATED 30 June **2016**

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) EAST LONDON REGENERATION (WALLIS SOUTH) LIMITED

(3) DAVID BERIN STONE and ROBERT LOUIS STONE and JAMES DANIEL STONE

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990
and all other powers enabling
relating to 80 – 84 and 90b Wallis Road,
Hackney Wick, E9 5LW



Pinsent Masons

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THIS AGREEMENT is made on

30 JUNE

2016

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **EAST LONDON REGENERATION (WALLIS SOUTH) LIMITED** (Company Number 06357940) of New Burlington House, 1075 Finchley Road, London, NW11 0PU (the "**Developer**");
- (3) **DAVID BERIN STONE** and **ROBERT LOUIS STONE** and **JAMES DANIEL STONE** of 34-38 Eastbury Road, London Industrial Park, Beckton, London E6 6LP and (together the "**Owner**").

RECITALS

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner is the registered proprietor of the Site known as 80-84 and 90b Wallis Road, London, E9 5LW all of which is registered at the Land Registry and comprised in title numbers LN113151, 149310, LN240303 and LN119694.
- (C) The Site was formerly owned by Daro Factors Limited, of which the parties comprising the Owner were the company directors. On 15 February 2016, the company entered into liquidation pursuant to a member's Voluntary Winding Up. A TR1 in respect of the Site dated 16 February 2016 confirms that ownership of the Site passed to the Owner.
- (D) The Developer has a beneficial interest in the Site pursuant to a contract for purchase dated 23 October 2013 made between (1) Daro Factors Limited and (2) East London Regeneration (Wallis South) Limited (formerly Groveworld East London Regeneration Limited) as varied by an agreement dated 16 September 2015 (the "**Purchase Contract**"). The legal title is expected to transfer to the Developer pursuant to the terms of the unconditional Purchase Contract.
- (E) The Developer submitted the Planning Application and on 26 May 2015 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"1990 Act"	Town and Country Planning Act 1990;
"Agreement"	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;
"Anticipated Commencement Date"	the date on which the Owner reasonably considers in all the circumstances that the Development will be Commenced;
"Approve"	<p>a decision by the LPA to approve a Submitted Document including pursuant to any of the following:-</p> <ul style="list-style-type: none"> (a) Clause 10 (approval of a Submitted Document as submitted); (b) Clause 11.2.2 (approval of a Submitted Document incorporating the Report Amendments); (c) Clause 11.3.3 (approval of a Submitted Document following a meeting to discuss the Report Amendments); (d) Clause 11.4.3 (approval following a meeting to discuss a Submitted Document following non-determination by the LPA); <p>Clause 12 (approval of a Submitted Document following a decision of the Expert);</p> <p>and "Approval" and cognate expressions shall be construed accordingly</p>
"Building"	means a building comprised in the Development;
"Commencement"	<p>the carrying out of a material operation as defined in section 56(4) of the 1990 Act and "Commence" and "Commenced" shall be construed accordingly provided that the carrying out of the following works shall not be deemed to constitute "Commencement" for the purposes of this Agreement:-</p> <ul style="list-style-type: none"> (a) erection of fencing or temporary means of enclosure; (b) works required for archaeological and/or soil investigations; (c) diversion or laying of services; (d) erection and display of site notices and advertisements; (e) construction of temporary or preliminary access to the Site not to include any works relating to the Temporary Scheme defined in Schedule 4 of this Agreement;
"Commencement Date"	means the date upon which the Development is

	Commenced;
"Commercial Unit"	means a commercial unit provided as part of the Development;
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works would be issued under industry standard construction contracts for the Development and "Complete" and "Completion" shall be construed accordingly;
"Comply"	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly;
"Condition"	means a condition of the Planning Permission;
"Consent"	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;
"Council"	means the London Borough of Hackney and its successor in function;
"Council's Area"	means the administrative area of the Council;
"CPI"	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it;
"Development"	the development of the Site and all other operations and/or works authorised by the Planning Permission;
"Dispute"	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
"Expert"	an independent expert appointed in accordance with the provisions of Clause 12 to determine a Dispute;
"First Occupation"	means first Occupation of the Development or any part thereof;
"General Building Cost Index"	means the <i>General Building Costs Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Owner;
"Index"	means:- <ul style="list-style-type: none"> (a) the General Building Cost Index in respect of all contributions paid pursuant to this Agreement where it is known at the date of payment such contributions are to be spent on the construction of facilities and/or infrastructure; (b) in respect of the Parcel B Estimation Payment

	the CPI;
	(c) in all other cases the RPI;
	and " Indexation " shall be construed accordingly
"Indexed"	means in relation to a sum that it is to be increased in accordance with Clauses 17.2 and 17.3;
"LPA Response Date"	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where:-
	(a) the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or
	(b) the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document;
"Market Rent"	means the rent calculated in accordance with the definition of " Market Rent " at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation - Professional Standards (the Red Book) January 2014 as may be updated from time to time and shall be inclusive of any service charge liability;
"North - South Route"	means the north-south link between Hackney Wick Station and Wallis Road as identified on Plan SK_007 at Appendix 2;
"Occupy" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing;
"Off Site"	on land outside the Site;
"On Site"	on land within the Site;
"Parties"	the parties to this Agreement and the word " Party " shall mean either one of them;
"Planning Application"	the application for planning permission submitted to the LPA and given reference number 14/00387/FUL by the LPA;
"Planning Permission"	the planning permission which may be granted pursuant to the Planning Application and a draft of which is attached at Appendix 7;
"Private Residential Units"	means Residential Units which are not Affordable Housing Units as defined in Schedule 1 of this Agreement;

"Reasonable Endeavours"	that it is agreed by the Parties that the Owner 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 Owner 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);
"Refusal Notice"	a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve and enclosing the Report Amendments;
"Report Amendments"	means those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document together with brief reasons why it requires those amendments to be made to enable it to Approve such Submitted Document;
"Requisite Consents"	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;
"Residential Unit"	means a residential unit provided as part of the Development;
"RPI"	means the Retail Prices Index published by the Office for National Statistics or any official publication substituted for it;
"Site"	the land shown edged red on Plan SK_006 at Appendix 1;
"Submitted Document"	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement;
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site;
"Working Day"	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive.

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

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

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

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

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

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;

1.2.5 references to the Site include any part of it;

1.2.6 all covenants by the Owner in this Agreement shall be taken to including reference to both the Owner and the Developer and their respective successors in title, save in respect of the following:-

- (a) Clause 2.3 is given by David Berin Stone and Robert Louis Stone and James Daniel Stone, and their respective successors in title, in their capacity as freehold owners of the Site;
- (b) Clauses 5 and 16.1 are given by East London Regeneration (Wallis South) Limited (Company Number 06357940) in their capacity as Developer;

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

1.2.8 references to any other party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that **"including"** means **"including without limitation"**;

- 1.2.9 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;
 - 1.2.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
 - 1.2.11 any obligation, covenant, undertaking or agreement by the Owner or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
 - 1.2.12 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 12 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Owner is subject to the obtaining or securing of Requisite Consents the Owner shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
 - 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site;

PROVIDED THAT if the Owner in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be

enforceable by or against the LPA once Commencement of the Development has taken place other than Clause 16.1 which shall be enforceable from the date hereof.

- 2.3 The obligations, covenants and undertakings on the part of the Owner in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Owner's freehold interest in the Site and, subject to Clauses 2.5 and 2.6, the said obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.5 Notwithstanding any other provision contained in this Agreement (including without prejudice to the generality of the foregoing, Clauses 1.2.6, 2.3 and 4.1) no person or persons shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its or their interest in the Site or its or their interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach by that person or those persons arising before parting with that interest.
- 2.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.7 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Hackney or its respective statutory successor in function.
- 2.8 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Owner) modified.
- 2.9 Subject to Clause 2.10 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.10 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

- 2.11 No obligation in this Agreement shall be binding or enforceable against:-
- 2.11.1 a purchaser and/or a tenant of an individual Residential Unit save in respect of any obligations contained in Schedule 1, Schedule 7 and Schedule 8 insofar as the obligations in those Schedules affect the purchaser and/or tenant;
 - 2.11.2 an Affordable Housing Provider as that term is defined in Schedule 1 save in respect of any obligations contained in Schedule 1 and Schedule 8 insofar as the obligations in those Schedules affect the Affordable Housing Provider;
 - 2.11.3 a purchaser and/or a tenant of an individual Commercial Unit save in respect of any obligations contained in Schedule 6, Schedule 7 and Schedule 8 insofar as the obligations in those Schedules affect the purchaser and/or tenant;
 - 2.11.4 a purchaser and/or a tenant of an individual Affordable Workspace Unit save in respect of any obligations contained in Schedule 3, Schedule 6, Schedule 7 and Schedule 8 insofar as the obligations in those Schedules affect the purchaser and/or tenant.

3. **CONDITIONALITY**

Save where expressly provided to the contrary this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted save for Clause 16.1 which shall come in to effect on the date of this Agreement.

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

- 4.1 The Owner on behalf of themselves and their successors in title to the Site covenants with the LPA that they shall:-
- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Owner contained in this Agreement;
 - 4.1.2 notify the LPA within 5 Working Days of the transfer of the Site to the Developer and if applicable to notify the LPA as soon as practicable if the transfer is no longer scheduled to proceed;
 - 4.1.3 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and
 - 4.1.4 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 (twenty-one) days of the notice and the notice shall confirm and provide evidence that this is the case.

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

- 5.1 Following the transfer of the legal interest in the Site to the Developer, the Developer agrees that it shall be bound by the obligations herein pursuant to section 106 of the 1990 Act.
- 5.2 The Developer covenants with David Berin Stone and Robert Louis Stone and James Daniel Stone not to Commence Development before the Developer has taken a transfer of the legal interest in the Site.

6. **THE LPA'S COVENANTS WITH THE OWNER**

- 6.1 The LPA covenants with the Owner that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 6.2 The LPA covenants with the Owner that it shall use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are paid (save where the provisions of Clause 6.3 apply) and if it shall not be so applied or committed within a period of 5 (five) years from the date of payment than said part of payment that has not been so applied or committed shall be refunded to the payee.
- 6.3 Where any payment is made by the Owner to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 6.2 shall cease to apply in respect of those monies.
- 6.4 Upon payment of monies to an Other Statutory Authority pursuant to Clause 6.3 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

7. **NOTICES**

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

LPA:

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

For the Attention of: Anthony Hollingsworth

Owner:

David Berin Stone 34-38 Eastbury Road
London Industrial Park
Beckton
LONDON

E6 6LP

Robert Louis Stone As above

James Daniel Stone As above

Developer:

Address: East London Regeneration (Wallis South) Limited
c/o Groveworld Limited
Graham Street
LONDON
N1 8GB

For the Attention of: Richard Rothwell

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

8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

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

9. VERIFICATION AND ENFORCEMENT

The Owner shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification and shall comply with all health and safety and site regulations reasonably required by the Owner or its contractors provided that a copy of such regulations are provided to the LPA at least 5 (five) Working Days (except in emergency) in advance.

10. APPROVAL

10.1 The LPA shall confirm whether or not it Approves a Submitted Document within:-

10.1.1 no later than 30 (thirty) Working Days of receipt of the Submitted Document from the Owner; or

10.1.2 where the LPA decides that it needs to report the Submitted Document to its planning committee, no later than 50 (fifty) Working Days of receipt of the Submitted Document

PROVIDED THAT where Clause 10.1.2 applies, the LPA shall notify the Owner of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Submitted Document from the Owner and **FURTHER PROVIDED THAT** in the event the LPA confirms that it does not Approve the Submitted Document the LPA shall issue a Refusal Notice and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or 50 (fifty) Working Days (as applicable) the provisions of Clause 11.4 shall apply.

11. **REFUSAL NOTICE**

11.1 Not more than five Working Days from receipt of the Refusal Notice the Owner shall confirm to the LPA whether it accepts the Report Amendments.

11.2 In the event the Owner confirms that it does accept the Report Amendments the following provisions shall apply:-

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

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

11.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 12.

11.3 In the event the Owner confirms that it does not accept the Report Amendments the following provisions apply:-

11.3.1 not more than 10 (ten) Working Days after such confirmation the Owner and the LPA shall meet to discuss the Report Amendments and the Submitted Document;

11.3.2 in the event the Owner and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 12 shall apply;

11.3.3 in the event the Owner and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Owner shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Owner whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 12 shall apply.

11.4 In the event the LPA does not Approve the Submitted Document or issues a Refusal Notice within the time period specified in Clause 10 the following provisions shall apply:-

11.4.1 not more than five Working Days after the expiry of the time period for such Approval being made the Owner and the LPA shall meet to discuss the Submitted Document;

11.4.2 in the event the Owner and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 12 shall apply;

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

(a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Owner shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Owner whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 12 shall apply; or

(b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Owner whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 12 shall apply.

11.5 The LPA and the Owner may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 11.1 to 11.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

12. **DISPUTE RESOLUTION**

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

12.2 The Dispute Notice must specify:-

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

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

12.2.3 the proposed Expert.

12.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Dispute Notice then either Party may request the President of the Law Society (except where Clause 12.7 provides otherwise) to nominate the Expert at their joint expense.

12.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

12.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.

12.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

- 12.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-
- 12.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
 - 12.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
 - 12.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
 - 12.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
 - 12.7.5 in all other cases, the President of the Law Society to nominate the Expert.

13. NO WAIVER

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

14. 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.

15. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

16. THE LPA'S COSTS

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

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

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

16.2 Following completion of this Agreement, provided that they are first agreed with the Owner beforehand in writing (where applicable), the following costs of the LPA shall be paid by the Owner within 28 days of receipt of an invoice or other written notice from the LPA:-

16.2.1 Any reasonable LPA costs in the review of development appraisals and viability assessments; and

16.2.2 the LPA's monitoring costs in the sum of £5000.00 (five thousand pounds).

17. FINANCIAL CONTRIBUTIONS AND INDEXATION

17.1 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.

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

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

18. JURISDICTION AND LEGAL EFFECT

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

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

19. EXECUTION

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

SCHEDULE 1

AFFORDABLE HOUSING

DEFINITIONS

- "Affordable Housing"** means housing including Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;
- "Affordable Housing Contracts"** means a binding contract between the Owner and the Affordable Housing Provider for the construction and Transfer of Affordable Housing Units to the Affordable Housing Provider;
- "Affordable Housing Provider"** means a provider of Affordable Housing who is approved as a provider from the approved list of providers maintained by the Council (or if not on such list as approved by the LPA) as the Affordable Housing provider Approved in respect of the Development pursuant to paragraph 1.1 of this Schedule;
- "Affordable Housing Units"** means the Residential Units to be provided as Affordable Housing pursuant to this Schedule;
- "Affordable Housing Management Scheme"** means a scheme specifying:-
- (a) management and servicing arrangements for the Affordable Housing Units; and
 - (b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charge.
- "Affordable Rented Housing"** means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents;
- "Affordable Rented Housing Units"** means Affordable Housing Units to be made available for Affordable Rented Housing pursuant to paragraph 1.1 of this Schedule;

"Affordable Rents"

means the weekly rents (inclusive of service charge) not exceeding those set out below:-

Size	Maximum rent – as a percentage of Market Rent
1 bed unit	80% of local market rent
2 bed unit	80% of local market rent
3 bed unit	50% of local market rent

SUBJECT TO an annual percentage rent increase by reference to the amount of the annual increase in the CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA in "**The Regulatory Framework for Social Housing in England from 1 April 2015 (Rent Standard Guidance)**", or any successor guidance;

"Homes and Communities Agency" or "HCA"

means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the Homes and Communities Agency;

"Intermediate Housing"

means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Shared Ownership Housing or shared equity housing, intermediate rent and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2015 (consolidated with amendments from 2011);

"Intermediate Housing Units"

means Affordable Housing Units to be made available for Intermediate Housing pursuant to paragraph 1.1 of this Schedule;

"Lifetime Home Standards"

means the incorporation of the 16 design standards which together create a flexible blue print for accessible and adaptable housing published by the Joseph Rowntree Foundation Lifetime Homes Group and which standards incorporate all of the Part M Building Regulations and relevant parts of the Housing Corporation Design and Quality Standards;

"Market Rent"

has the meaning attributed to it in Clause 1.1;

"Model Form of Lease"

means the model forms of lease for Shared Ownership Housing published by the HCA from time to time;

"National Rent Regime"

means the regime under which the social rents of tenants of social housing are set, with particular reference to the DCLG's Guidance on Rents for Social Housing (May 2014)

and Direction on the Rent Standard (May 2014) and the Welfare Reform and Work Act 2016 (as the same may be amended or superseded);

- "Perpetuity"** means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of an Affordable Housing Unit;
- "Rents and Nominations Agreement"** means an agreement between an Affordable Housing Provider and the Council containing arrangements for the initial and subsequent selection and prioritisation of tenants or occupiers of the Affordable Housing Units;
- "Shared Ownership Housing"** means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease;
- "Social Rented Housing"** means rented housing for which guideline Target Rents are determined through the National Rent Regime;
- "Staircasing"** means the purchase by the owners of additional equity in an Intermediate Housing Unit or shared equity unit;
- "Target Rents"** means rents for Social Rented Housing calculated in accordance with the National Rent Regime;
- "Transfer"** means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the LPA and "Transferred" shall be construed accordingly;

1. **AFFORDABLE HOUSING PROVIDER**

1.1 Subject to the proviso in this paragraph, prior to the Commencement of Development the Developer shall submit to the LPA and obtain its Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the Development **PROVIDED THAT** no Approval shall be required for any of the registered providers included on the Council's approved list of Affordable Housing Providers at the date of Commencement of Development.

1.2 The Owner will:-

1.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Housing Units to be provided pursuant to paragraphs 2.1 and 2.2 of this Schedule no later than the Transfer of the sixth (6th) Private Residential Unit; and

1.2.2 notify the LPA within 10 (ten) Working Days of entering into an Affordable Housing Contract.

2. **MINIMUM AFFORDABLE HOUSING PROVISION**

2.1 Not less than 4 Residential Units shall be provided as Intermediate Housing.

2.2 Not less than 6 Residential Units shall be provided as Affordable Rented Housing.

- 2.3 The Affordable Housing to be provided pursuant to paragraphs 2.1 and 2.2 above shall comprise the following unit size mix:-

	2 bed/3 person units	2 bed/4 person units	3 bed	Total number of units
Intermediate Housing Units	1	1	2	4
Affordable Rented Housing Units	-	2	4	6

- 2.4 Not more than fifty per cent (50%) of the Private Residential Units shall be Occupied until:-

2.4.1 the Affordable Rented Housing Units and the Intermediate Housing Units are Completed and made ready for occupation; and

2.4.2 the Affordable Rented Housing Units and the Intermediate Housing Units have been Transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

3. AFFORDABLE RENTS AND AFFORDABILITY CRITERIA

3.1 The rent (inclusive of service charge) charged for the first letting of any Affordable Rented Unit shall not exceed the applicable Affordable Rents **PROVIDED THAT** the Owner shall obtain the written agreement of the LPA as to the amounts of the weekly rents and the LPA shall act reasonably when agreeing any proposed revisions to these weekly rents.

3.2 The rents (inclusive of service charge) on subsequent lettings and tenancy renewals of any Affordable Rented Housing Unit (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the applicable Affordable Rent unless otherwise agreed in writing with the LPA.

3.3 The cost of rent and/or mortgage payments and service and estate charges in relation to the Intermediate Housing Units shall not exceed the general affordability criteria for Intermediate Housing published by the Greater London Authority from time to time.

4. GENERAL

4.1 The Owner hereby covenants with and undertakes to the LPA that the Owner will in respect of Affordable Housing:-

4.1.1 not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity;

4.1.2 provide that 10% of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible dwellings to the LPA for Approval prior to commencement and notify the LPA at least nine months prior to their Completion;

4.1.3 provide the Affordable Housing Units in accordance with the London Mayor's Housing Supplementary Planning Guidance Housing (March 2016) and such parts of the London Mayor's Draft Interim Housing Supplementary Planning Guidance Housing (May 2015) which remain in place at the date of this Agreement and the Lifetime Home Standards as the same may be superseded or amended from time to time;

4.1.4 ensure that where an Affordable Housing Provider is appointed who does not appear on the Council's list of Affordable Housing providers pursuant to paragraph 1.1 of this Schedule, that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of the date of the Affordable Housing Contract;

4.1.5 subject to the reasonable availability of such information and data protection legislation that binds both the Owner and any Affordable Housing Provider, procure that the Affordable Housing Provider provides an annual return to the LPA with details of:-

(a) in respect of each letting of an Affordable Rented Housing Unit:

(i) the tenant;

(ii) the household income of such tenant;

(iii) the ethnicity of such tenant;

(iv) the location of the tenant's previous accommodation by local authority area; and

(v) the tenant's present occupation; and

(b) in respect of the initial letting only of an Intermediate Housing Unit the information required pursuant to paragraphs (a)(i) to (a)(v) above;

PROVIDED THAT the LPA shall keep any information provided pursuant to this paragraph 4.1.5 confidential subject to any legal obligation on the LPA to disclose such information.

4.2 The provisions of this Schedule will not bind:-

4.2.1 any mortgagee or chargee of the Affordable Housing Provider nor any mortgagee or chargee of the owner for the time being of any leasehold interest in any of the Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by such mortgagee or chargee of such Affordable Housing Provider or owner and who exercises any power of sale

PROVIDED THAT:-

(a) it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;

(b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and

(c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in

accordance with paragraph 4.2.1(b) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the Affordable Housing Units;

- 4.2.2 any Intermediate Housing Unit where one hundred per cent of the equity in that Intermediate Housing Unit has been purchased by the tenant via Staircasing;
 - 4.2.3 any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
 - 4.2.4 any completed Affordable Housing Units where an Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or
 - 4.2.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 4.2.1 to 4.2.4.
- 4.3 The Owner will procure that the Transfer of any Intermediate Housing Unit(s) to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Intermediate Housing Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.
- 4.4 Upon the Transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Owner in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Owner to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.
- 4.5 Subject to paragraphs 1.1 and 4.1.4 of this Schedule no Affordable Housing Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of the Affordable Housing Units and evidence thereof has been provided to and approved in writing by the LPA.
- 4.6 Unless otherwise agreed in writing by the LPA, no Affordable Housing Unit shall be Occupied before an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and the Affordable Housing Units shall thereafter be Occupied in accordance with the approved Affordable Housing Management Scheme.

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

Subject to the terms of this Schedule and any Rents and Nominations Agreement:-

- 5.1 no Affordable Rented Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Housing Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to

take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Housing Unit; and

- 5.2 no Intermediate Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Intermediate Housing Unit pursuant to a Model Form of Lease save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Intermediate Housing Unit.

SCHEDULE 2

VIABILITY REVIEW

DEFINITIONS

"Agreed Works"	means completion of all demolition works, undertaking of piling works, and carrying out of construction works up to the commencement of pouring the concrete ground floor slab;
"Construction Contract"	means a contract(s) for the carrying out of substantive construction works which shall comprise at least the Agreed Works as is custom and practice to use in the industry incorporating the programme for completion of the works which are the subject of the contract(s) documentary evidence of which shall be submitted to the LPA in writing together with the Unconditional Obligation Certificate;
"Contamination Event"	means the discovery of unexpected contamination in the Site as identified in accordance with Condition 21 of the Planning Permission;
"Deferred Affordable Housing"	means the Deferred Affordable Housing Units or the Deferred Affordable Housing Payment;
"Deferred Affordable Housing Units"	means Affordable Housing to be provided as part of the Development in addition to the Affordable Housing Units to be provided pursuant to Schedule 1 of this Agreement up to a maximum of 32 Residential Units (in addition to the 10 secured by Schedule 1) in accordance with the Deferred Affordable Housing Scheme;
"Deferred Affordable Housing Payment"	means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the Development above the figure of 10 Residential Units secured through Schedule 1 of this Agreement up to a cap of thirty-five per cent (35%) of the Residential Units comprised within the Development in accordance with the requirements of Policy H2 of the London Legacy Development Corporation Local Plan (adopted on 21 July 2015) to be agreed between the Owner and the LPA or determined by the Specialist;
"Deferred Affordable Housing Scheme"	means a scheme specifying the quantum, size and location of the Deferred Affordable Housing Units with reference to plans and drawings approved as part of the Planning Application, which:- (a) is submitted by the Owner with any Viability Review; and (b) is either:- (i) agreed by the LPA and the Owner; or (ii) determined by the Specialist;

"Extension of Time"	means an extension of time that is properly awarded by an independent contract administrator pursuant to the terms of a Construction Contract;
"Initial Viability Review"	means the report provided to the LPA dated September 2014 prepared by Gerald Eve assessing the ability of the Development to provide Affordable Housing;
"Force Majeure"	means fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion, terrorist activity or Contamination Event PROVIDED THAT the Owner shall first obtain the LPA's written confirmation when seeking to rely upon a Contamination Event as constituting Force Majeure;
"Memorandum"	means a memorandum made in accordance with paragraph 12 of this Schedule;
"Relevant Report"	means a detailed report setting out and evidencing the Owner's reasons and justification (financial and otherwise) as to why any Viability Review submitted would not support any Deferred Affordable Housing;
"Specialist"	means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with Clause 12.3 of this Agreement;
"Substantial Commencement"	means the occurrence of all of the following events:- <ul style="list-style-type: none"> (a) a Construction Contract is entered into by the Owner and certified documentary evidence of the same is provided to the LPA; and (b) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter); and (c) Commencement of the Development has occurred pursuant to the Construction Contract;
"Unconditional Obligation Certificate"	means a certificate provided by solicitors acting for the Owner to the effect that:- <ul style="list-style-type: none"> (a) a Construction Contract has been entered into; and (b) that they have received confirmation that all contractual conditions precedent to the enforcement of the obligation to carry out the works the subject of the Construction Contract referred to at (a) above have been satisfied;
"Viability Review"	means a review to be provided by the Owner assessing the ability of the Development to viably deliver some or all of the Deferred Affordable Housing and which is based on the Initial Viability Review previously provided

to the LPA but which has been updated as at the date of the Viability Review;

1. **EVIDENCE OF COMMENCEMENT**

Upon the occurrence of Substantial Commencement within 18 (eighteen) months of the date of grant of the Planning Permission the Owner shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the Site at all reasonable times for the purposes of inspecting the Site and verifying Substantial Commencement.

2. **VIABILITY REVIEW**

2.1 If the Development has not been Substantially Commenced within 18 (eighteen) months of the date of the Planning Permission the Owner shall prior to Substantial Commencement or as the case may be prior to undertaking any further development work which would constitute Substantial Commencement submit to the LPA a Viability Review which shall be accompanied by:-

2.1.1 either:-

- (a) the Relevant Report; or
- (b) a Deferred Affordable Housing Scheme;

2.1.2 the Construction Contract; and

2.1.3 an Unconditional Obligation Certificate

(together known as the "**Contract Documents**")

PROVIDED THAT the period of 18 (eighteen) months from the date of the Planning Permission shall exclude any periods of time arising as a result of Force Majeure (which for the purpose of this paragraph 2.1 shall exclude any Contamination Event).

2.2 Without prejudice to paragraph 2.1 if the Agreed Works have not been Completed within 33 (thirty-three) months of the date of grant of the Planning Permission the Owner shall prior to undertaking any further development work which would constitute Completion of the Agreed Works submit to the LPA a Viability Review which shall be accompanied by the documents specified in paragraphs 2.1.1 to 2.1.3 (inclusive) of this Schedule **PROVIDED THAT** the period between the date of Substantial Commencement and Completion of the Agreed Works shall exclude any periods of time arising as a result of Force Majeure or any Extension of Time **PROVIDED FURTHER THAT:**

2.2.1 each Extension of Time shall be notified to the LPA in writing and such notice shall contain details of the matter(s) that gave rise to the Extension of Time together with details as to the amount of time allowed for by the relevant Extension of Time;

2.2.2 each individual Extension of Time shall not exceed 6 (six) months; and

2.2.3 the maximum period of time for all Extensions of Time shall not exceed 12 (twelve) months in the aggregate.

3. **INTERRUPTIONS TO THE PROGRAMME**

3.1 Following expiration of the 33 (thirty-three) month timeframe specified in paragraph 2.2 above (the "**Agreed Works Period**") subject to Force Majeure or any Extension of

Time if at any time after the Agreed Works Period no construction works at the Development have taken place for a period exceeding three (3) consecutive calendar months the Owner shall submit to the LPA a Viability Review prior to re-commencement of works on the Development and the provisions of paragraph 2 above and the remainder of this Schedule shall apply to such Viability Review **PROVIDED THAT:-**

3.1.1 each Extension of Time shall be notified to the LPA in writing and such notice shall contain details of the matter(s) that gave rise to the Extension of Time together with details as to the amount of time allowed for by the relevant Extension of Time;

3.1.2 each individual Extension of Time shall not exceed 6 (six) months; and

3.1.3 the maximum period of time for all Extensions of Time, including all Extensions of Time permitted pursuant to paragraph 2.2 of this Schedule, shall not exceed 12 (twelve) months in the aggregate.

3.2 The Owner shall at no less than 6 (six) month intervals during the term of the Construction Contract provide the LPA with reports of the progress of the Construction Contract.

4. **CONTENT OF VIABILITY REVIEW**

4.1 If no Deferred Affordable Housing Scheme is submitted with the Viability Review required to be submitted to the LPA pursuant to the provisions of paragraphs 2 or 3 of this Schedule, the Viability Review shall be accompanied by:

4.1.1 the Owner's justification (financial and/or otherwise) as to why no On Site Deferred Affordable Housing Units can be provided as part of the Development; and

4.1.2 a Deferred Affordable Housing Payment proposal in the event that the Viability Review demonstrates that a Deferred Affordable Housing Payment can be made.

5. **VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATION**

5.1 Within ten Working Days of receipt of a Viability Review (unless otherwise agreed between the LPA and the Owner), the LPA shall either:-

5.1.1 confirm in writing to the Owner that it has received a valid Viability Review and the Contract Documents ("**Validation Date**"); or

5.1.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability

and for the avoidance of doubt nothing in this paragraph 5.1 shall amount to agreement of any of the matters contained in the Viability Review nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to paragraph 6 provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 5.1.2 above.

5.2 On receipt of any request for further information, the Owner shall as soon as reasonably practicable and in any case within ten Working Days (or such longer period as may be agreed between the LPA and the Owner) of such request provide to

the LPA the information requested whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).

- 5.3 The Owner acknowledges that during the course of negotiations pursuant to paragraph 6 below, the LPA or its surveyor shall be entitled to seek such further information as either deems relevant or reasonable to settling the Viability Review and/or Deferred Affordable Housing Scheme and/or Deferred Affordable Housing Payment with which the Owner shall comply as outlined in paragraph 5.2 above using Reasonable Endeavours.
- 5.4 If either paragraph 2 or paragraph 3 of this Schedule applies, the Owner shall not Commence or continue to Commence (as applicable) the Development or otherwise cause or permit Commencement or continued Commencement (as applicable) of the Development until the LPA has received a valid Viability Review and Contract Documents.

6. REVIEW OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME

6.1 The LPA shall be entitled to:-

6.1.1 recover from the Owner its reasonable and properly incurred internal costs (including officer time) incurred pursuant to this Schedule 2; and

6.1.2 instruct external surveyors to act on its behalf to review and assess the Viability Review and recover from Owner the LPA's reasonable and properly incurred costs of that review and subsequent advice to the LPA

and the Owner shall pay such costs within 10 Working Days of written demand from the LPA provided that the LPA shall first provide evidence of the relevant appointment and evidence of cost incurred.

6.2 For a period not exceeding 2 (two) calendar months commencing on the Validation Date (unless otherwise agreed between the LPA and the Owner in writing), the Owner and the LPA (or its surveyor) both acting reasonably and in good faith may review and seek to agree:-

6.2.1 the Viability Review, and

6.2.2 if relevant, the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment

and shall give effect to any such agreement in a Memorandum.

6.3 Within 3 (three) calendar months of the Validation Date, the LPA shall confirm in writing that either:-

6.3.1 it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or

6.3.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Owner and the LPA and confirms that no Deferred Affordable Housing is triggered; or

6.3.3 it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Owner and the LPA, and the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (if relevant) is agreed by way of a completed Memorandum ("**Acceptance Notice**").

7. REFERRAL TO THE SPECIALIST

- 7.1 In the event that pursuant to paragraph 6 above, the Owner and the LPA have not agreed the Viability Review and/or the Deferred Affordable Housing either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its reasonable endeavours to do so within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Owner) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".
- 7.2 Unless otherwise agreed between the LPA and the Owner or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review and the Deferred Affordable Housing which for the avoidance of doubt shall include representations explaining whether Deferred Affordable Housing could be provided on Site as Deferred Affordable Housing Units ("**Representations Period**").
- 7.3 In addition to the matters specified in paragraph 7.2, in making his determination the Specialist shall have regard to:-
- 7.3.1 all relevant material submitted to him by the LPA and the Owner;
 - 7.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;
 - 7.3.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to On Site Deferred Affordable Housing at paragraph 8.
- 7.4 Unless otherwise agreed by the LPA and the Owner or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that the Deferred Affordable Housing requirement is triggered that his or her decision shall include a Deferred Affordable Housing Scheme or calculation of the Deferred Affordable Housing Payment (the "**Decision**") which the LPA and the Owner shall thereafter incorporate in a completed Memorandum in accordance with paragraph 12 below.

8. ON SITE DEFERRED AFFORDABLE HOUSING UNITS

- 8.1 The Owner covenants to provide any Deferred Affordable Housing Units as may be required and agreed between the Parties (or determined by the Specialist) on the Site as part of the Development in accordance with:-
- 8.1.1 the Deferred Affordable Housing Scheme; and
 - 8.1.2 the programme comprised in the Construction Contract; and
 - 8.1.3 the obligations and covenants on the part of the Owner in relation to Affordable Housing Units in Schedule 1 which shall apply mutatis mutandis to the Deferred Affordable Housing Units.

9. DEFERRED AFFORDABLE HOUSING PAYMENT

- 9.1 If the Specialist determines or the Owner and LPA agree that the Development can viably support Deferred Affordable Housing but the Deferred Affordable Housing cannot be provided within the Development and the Owner has previously submitted to the LPA or the Specialist (as the case may be) a detailed report evidencing the reasons why it would not be practicable to provide the Deferred Affordable Housing Units within the Development:

- 9.1.1 the Owner shall pay to the LPA the Deferred Affordable Housing Payment prior to First Occupation of the Development; and
- 9.1.2 no part of the Development shall be Occupied until the Deferred Affordable Housing Payment has been paid to the LPA.

10. RESTRICTION ON IMPLEMENTATION

- 10.1 If either paragraph 2 or 3 of this Schedule applies, the Owner shall not Substantially Commence or re-commence (as applicable) the Development until:
 - 10.1.1 the LPA or the Specialist has confirmed in writing that the Viability Review is accepted and no Deferred Affordable Housing is required; or
 - 10.1.2 the LPA has confirmed its approval of the Deferred Affordable Housing Scheme and the same has been documented by way of Memorandum; or
 - 10.1.3 if the matter has been referred to the Specialist by either Party the Specialist has issued his Decision including the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (as relevant) and the same has been documented by way of Memorandum.

11. EXPIRY OF VIABILITY REVIEW AND DEFERRED AFFORDABLE SCHEME

- 11.1 Any Viability Review shall expire after a period of 12 (twelve) months ("**Expiry Date**"):
 - 11.1.1 from the date of its preparation; or
 - 11.1.2 if the LPA requested further information resulting in its revision from the Validation Date

where the Owner has not Substantially Commenced or re-commenced (as applicable) the Development.

- 11.2 If a Viability Review expires without the LPA and the Owner having agreed or the Specialist having determined the issue of the Deferred Affordable Housing, then the Owner shall within 1 (one) calendar month of the Expiry Date submit to the LPA (or the Specialist as the case may be) an up-to-date Viability Review whereupon the provisions and covenants on behalf of the Owner in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing.
- 11.3 Notwithstanding the agreement of the LPA and Owner (or the Specialist's determination) of the Deferred Affordable Housing Scheme, if following Commencement construction works have not taken place for a period exceeding 12 (twelve) calendar months, then the Owner shall: -
 - 11.3.1 submit to the LPA an updated Viability Review prior to re-commencement of works, and
 - 11.3.2 immediately cease to dispose off-plan of any Residential Units

and the provisions and covenants on behalf of the Owner in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing such that any further or revised Deferred Affordable Housing Scheme shall be agreed by way of a fresh Memorandum.

12. MEMORANDUM

- 12.1 Within 15 (fifteen) Working Days of the LPA and the Owner agreeing a Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (or the

Specialist determining by issuing his decision), the Owner and the LPA shall record the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment by completing a Memorandum by each of the LPA and the Owner signing the same (acting by authorised signatories).

- 12.2 The LPA and the Owner agree that upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:

"The Parties have agreed the details of the [Deferred Affordable Housing Scheme/Deferred Affordable Housing Payment] by way of a signed Memorandum between the LPA and the Owner dated []."

- 12.3 Upon completion of a Memorandum, this Deed shall be construed such that:

12.3.1 in the case of Deferred Affordable Housing Units being provided:

- (a) the number of Deferred Affordable Housing Units shall be included within the definition of Affordable Housing Units; and
- (b) the number of Private Residential Units shall be reduced by the corresponding number of Deferred Affordable Housing Units;
- (c) the obligations in Schedule 1 shall apply to the Deferred Affordable Housing Units to be provided within the Development and shall be construed such that any reference to "**Affordable Housing Units**" shall include the corresponding number of Deferred Affordable Housing Units to be provided within the Development; or

12.3.2 in the case of a Deferred Affordable Housing Payment becoming payable the payment will be due in accordance with the terms of the Memorandum.

SCHEDULE 3

AFFORDABLE WORKSPACE

DEFINITIONS

"Affordable Workspace"	means not less than 3,023 square metres GIA of commercial floorspace in respect of which rent is charged at not more than the Affordable Workspace Rent (save in respect of the provisions of paragraph 3.2.2 of this Schedule) and which is made available to Occupiers on leases which must comply with the following terms:- (a) the total of the rent shall not exceed the Affordable Workspace Rent (b) there shall be no upward rent review for the first 3 years from first Occupation
"Affordable Workspace Provider"	means a provider of Affordable Workspace in the Council's Area and which is on the Council's list of approved bodies (attached at Appendix 3) as may be updated by the Council from time to time;
"Affordable Workspace Rent"	means rent of not more than £14.50 (including service charge and rates) on average in respect of the total area of Affordable Workspace per square foot excluding utilities which shall be payable;
"Affordable Workspace Report"	means a report prepared by the Owner setting out the lease terms on which the Affordable Workspace has been offered together with:- (a) evidence as to how such lease terms compare with market lease terms for equivalent market workspace elsewhere within the Council's Area using relevant benchmark data; and (b) a reasoned explanation and justification as to how such lease terms are, in the opinion of the Owner, reasonable lease terms on which the Affordable Workspace is to be offered;
"Affordable Workspace Re-Appraisal"	means the evaluation of the demand for Affordable Workspace Units in the area on the Affordable Workspace Re-Appraisal Terms to be undertaken by the Owner and to contain all relevant marketing evidence collected by the Owner during the 12 month period prior to the re-appraisal during which time the Affordable Workspace Units were fully and openly marketed;
"Affordable Workspace Re-Appraisal Terms"	means the letting of a Commercial Unit as Affordable Workspace at a rate not exceeding the Affordable Workspace Rent as may have increased in accordance with Indexation;
"Affordable Workspace Unit"	means a commercial unit which is occupied as Affordable Workspace;

"GIA"	means gross internal area as defined in the RICS Code of Measuring Practice: A Guide for Property Professionals Sixth Edition;
"Market Rent"	means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation - Professional Standards (the Red Book) January 2014 as may be updated from time to time;
"Shell and Core Standard"	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry;
"Workspace"	means the floorspace within Use Class B1 authorised by the Planning Permission;
"Workspace Strategy"	means a written strategy identifying how the Affordable Workspace has been and will be designed to meet the needs of small local companies and businesses;

1. PROVISION OF AFFORDABLE WORKSPACE

1.1 The Development shall not be Occupied before:-

1.1.1 the Affordable Workspace has been completed to Shell and Core Standard; and

1.1.2 a lease of the Affordable Workspace to an approved Affordable Workspace Provider has been completed.

1.2 The Affordable Workspace shall not be Occupied other than as Affordable Workspace throughout the life of the Development or if earlier until the expiry of 15 years from the date each unit of Affordable Workspace is first Occupied unless otherwise agreed in writing by the LPA, subject always to the provisions of paragraph 3 of this Schedule.

2. RENT REVIEW

2.1 There shall be no upward rent review of any part of the Affordable Workspace until the expiry of a term of 3 years from the date on which the Workspace is first let as Affordable Workspace.

2.2 Thereafter, the rent shall only be increased in accordance with Indexation to be calculated in accordance with the increase of the relevant Index from the date of the first letting of the Workspace as Affordable Workspace to that date which shall be no earlier than the expiry of 3 years from the date of first letting.

3. AFFORDABLE WORKSPACE RE-APPRAISAL

3.1 Upon the expiry of the initial term identified in paragraph 1.2, the Owner shall carry out the Affordable Workspace Re-Appraisal following a full and open marketing of the Affordable Workspace for a period of 12 (twelve) months prior to the Affordable Workspace Re-Appraisal and shall submit the same to the LPA.

3.2 The Owner shall:-

3.2.1 if the results of the Affordable Workspace Re-Appraisal confirm that 20% or such greater percentage of the Affordable Workspace Units cannot be re-let or cannot continue to be let on the Affordable Workspace Re-Appraisal

Terms then the Affordable Workspace shall be deemed not to be in demand and the Owner shall be permitted to market the unit at Market Rent; or

3.2.2 if the results of the Affordable Workspace Re-Appraisal confirm that 80% or such greater percentage of the Affordable Workspace Units are currently let or can continue to be re-let on the Affordable Workspace Re-Appraisal Terms then the Owner shall continue to let the Affordable Workspace at either:-

(a) the Affordable Workspace Rent (Indexed); or

(b) rent which is 75% of the current Market Rent at the time of the re-letting

whichever is higher;

3.3 Where the Affordable Workspace continues to be let as Affordable Workspace following the Affordable Workspace Re-Appraisal, it shall not be Occupied other than as Affordable Workspace until the expiry of 10 years from the date each unit of Affordable Workspace is first Occupied unless otherwise agreed in writing by the LPA, and the provisions of paragraphs 4 and 5 of this Schedule will continue to apply.

3.4 If the Affordable Workspace continues to be let as Affordable Workspace following the expiry of the 10 year period referred to in paragraph 3.3 above, then a further Affordable Workspace Re-Appraisal shall be carried out by the Owner every 10 years, until such time when the Workspace is no longer to be let as Affordable Workspace and the provisions of paragraph 3.2.1 apply.

4. **AFFORDABLE WORKSPACE REPORT**

4.1 The first Affordable Workspace Report shall be submitted by the Owner to the LPA within 20 Working Days from the date that is the expiry of 6 months from the date of the first Occupation by a tenant or occupier of the Affordable Workspace Unit to be occupied.

4.2 Following the Owner providing the first Affordable Workspace Report the Owner shall on the first 12 (twelve) month anniversary of that report and each 12 (twelve) month anniversary thereafter provide an updated Affordable Workspace Report to the LPA.

4.3 The Owner shall include the obligations contained in paragraphs 1.2 and this paragraph 4 of this Schedule in any lease of the Affordable Workspace to an Affordable Workspace Provider.

5. **WORKSPACE STRATEGY**

5.1 The Owner shall submit and obtain the LPA's approval to the Workspace Strategy prior to the Occupation of not more than 50% of the Development.

5.2 The Owner shall not less than once a year from the date of Commencement until the date on which all Affordable Workspace is Completed:-

5.2.1 review the effectiveness of the Workspace Strategy; and

5.2.2 submit to the LPA for Approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.

5.3 The Owner shall implement the Approved Workspace Strategy (as may be amended in accordance with paragraph 5.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Affordable Workspace.

SCHEDULE 4

PUBLIC REALM: NORTH-SOUTH ROUTE

DEFINITIONS

"Balancing Payment"	means the sum which is the difference between the total cost incurred in the designing and construction of the Permanent Public Realm Works on Parcel B as evidenced in the Final Account Statement and the Parcel B Estimation Payment;
"Final Account Statement"	means the final account statement prepared once the Permanent Public Realm Works have been Completed and which confirm the total costs of the Permanent Public Realm Works;
"Final Unit(s)"	means the final 25 Residential Units within the Development to be Occupied;
"LLDC Real Estate"	means the London Legacy Development Corporation acting in its capacity as promoter of the Hackney Wick Area Masterplan;
"Hackney Wick Area Masterplan"	means the comprehensive redevelopment of the Hackney Wick area as identified on the plan annexed at Appendix 4 as promoted by LLDC Real Estate;
"Hackney Wick Station Upgrade Works"	means the upgrade works to be carried out to Hackney Wick Station in accordance with planning permission reference 14/00275/FUL;
"Parcel A"	means the parcel of land identified as Parcel A on the Plan at Appendix 2;
"Parcel B"	means the parcel of land identified as Parcel B on the Plan at Appendix 2;
"Parcel B Estimation Payment"	means the amount of £228,500 (Indexed) estimated as being the total cost of carrying out and Completing the Permanent Public Realm Works in respect of Parcel B;
"Permitted Closures"	means temporary closure of Parcel A or any part thereof, in the following circumstances:- (a) where required for the purposes of essential maintenance, repair, cleansing, renewal or resurfacing works within Parcel A or Parcel B for any other reasonable and proper purpose; (b) for the purposes of carrying out works of construction (including development or redevelopment or for the placing or replacing of underground services) on the Site or adjoining land; (c) in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;

- (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;

"Plan" means plan SK_007 or such other plan substituted for the same as attached at Appendix 2;

"Permanent Public Realm Works" means the permanent public realm works to complete the North - South Route as approved by the Public Realm Works Planning Permission;

" Public Realm Works Planning Permission" means the planning permission for the Permanent Public Realm Works and Temporary Scheme bearing reference number 15/00588/FUL;

"Temporary Scheme" means the temporary scheme to facilitate a temporary route of access between Wallis Road and Hackney Wick Station approved in the Public Realm Works Planning Permission;

"Underspend" means the sum by which the final costs of designing and constructing the Permanent Public Realm Works on Parcel B as evidenced in the Final Account Statement is less than the amount of the Parcel B Estimation Payment;

1. NORTH – SOUTH ROUTE PERMANENT PUBLIC REALM WORKS - PARCEL A WORKS

Prior to First Occupation of the Development, the Owner shall carry out and Complete the Permanent Public Realm Works on Parcel A pursuant to the Public Realm Works Planning Permission and the Owner shall not Occupy the Development until the Permanent Public Realm Works on Parcel A are Complete and have been carried out in accordance with paragraph 5.

2. NORTH – SOUTH PERMANENT PUBLIC REALM WORKS PARCEL B WORKS

2.1 If before the date of Commencement of Development, work within the land edged in green on the Plan as part of the comprehensive redevelopment pursuant to the Hackney Wick Area Masterplan has commenced the Owner shall pay the Parcel B Estimation Payment to the LPA prior to Commencement.

2.2 If before the date of Commencement of any part of the Development work within the land edged in green on the Plan as part of the comprehensive redevelopment pursuant to the Hackney Wick Area Masterplan has not commenced the Owner shall either (subject to the circumstances in which paragraph 6 of this Schedule shall apply):-

2.2.1 carry out and Complete the Permanent Public Realm Works on Parcel B pursuant to the Public Realm Works Planning Permission provided that the LPA shall give all requisite consents enabling the Owner to access Parcel B and carry out the said Permanent Public Realm Works on Parcel B and the provisions of paragraph 2.3 shall apply; or

2.2.2 if the Owner is unable to carry out the Permanent Public Realm Works on Parcel B, the Owner must notify the LPA and provide reasons in writing for the same and the provisions of paragraph 2.4 shall apply.

2.3 If paragraph 2.2.1 applies the Owner shall not Occupy the Development until the Permanent Public Realm Works on Parcel B are complete.

- 2.4 If paragraph 2.2.2 applies the LPA shall determine whether the Owner is permitted to pay the Parcel B Estimation Payment in lieu of carrying out the Permanent Public Realm Works on Parcel B and if permitted by the LPA the Developer shall pay the Parcel B Estimation Payment within 20 Working Days' notice of receiving such determination.
- 2.5 Where the LPA receives a payment pursuant to paragraphs 2.1, or 2.4 it shall use all Reasonable Endeavours to complete the relevant works in a timely fashion taking into account the requirements for occupants of the Development.
- 2.6 Any contract for the carrying out of the Permanent Public Realm Works on Parcel B shall be let on a reasonable commercial basis and the value of such contract shall not exceed £342,750 (three hundred and forty two thousand seven hundred and fifty pounds) (Indexed).

3. **BALANCING PAYMENTS**

- 3.1 Where the Owner has paid the Parcel B Estimation Payment to the LPA pursuant to the provisions of paragraph 2.1 or 2.4, then upon Completion of the Permanent Public Realm Works on Parcel B the LPA shall notify the Owner of the final costs incurred in designing and constructing the Permanent Public Realm Works on Parcel B and provide the same in a Final Account Statement for the Permanent Public Realm Works for Parcel B which shall be certified by an independent contracts manager as being correct and reasonable.
- 3.2 If the final costs incurred in designing and constructing the Permanent Public Realm Works on Parcel B as shown on the Final Account Statement exceed the Parcel B Estimation Payment the Owner shall pay to the LPA the Balancing Payment within 20 Working Days of receiving notice of the final costs pursuant to paragraph 3.1.
- 3.3 If the final costs incurred in designing and constructing the Permanent Public Realm Works on Parcel B as shown on the Final Account Statement result in an Underspend the LPA shall pay to the Owner the amount of the Underspend within 20 Working Days of receiving notice of the final costs pursuant to paragraph 3.1.
- 3.4 Paragraphs 3.1 to 3.3 inclusive shall not apply if the Owner is responsible for carrying out the Permanent Public Realm Works on Parcel B.

4. **RESTRICTION ON FINAL OCCUPATION**

- 4.1 Where paragraph 2.2.2 applies there shall be no Occupation of the Final Unit(s) until the earlier of the following occurs:-
- 4.1.1 the Permanent Public Realm Works on Parcel B have been Completed; or
- 4.1.2 the Balancing Payment if any has been received by the LPA.

5. **PARCEL A WORKS**

- 5.1 Upon Completion of the Permanent Public Realm Works on Parcel A the Owner will permit the general public to have continuous access on foot and (in respect of any area where cycles are permitted) by bicycle, to and over Parcel A at all times, free of charge **SUBJECT TO:-**
- 5.1.1 Permitted Closures;
- 5.1.2 any lawful requirements of the police or any other competent authority; and
- 5.1.3 public rights being in common with the Owner, and the Owner's tenants and occupiers of any part of the Development.

- 5.2 The Owner shall not erect any wall or barrier or any other object or structure or take any other steps that would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Parcel A.
- 5.3 Following Completion of the Permanent Public Realm Works on Parcel A and if requested to do so by the local highway authority the Owner shall dedicate Parcel A to the local highway authority to adopt as highway maintainable at public expense.
- 5.4 If the Owner requires a Permitted Closure it must give written notice to that effect to the LPA.
6. **TEMPORARY SCHEME**
- 6.1 If the Hackney Wick Station Upgrade Works are Completed prior to the Commencement of Development the Owner shall provide the Temporary Scheme during the course of their Development.
- 6.2 If the Owner is required to provide the Temporary Scheme it must use Reasonable Endeavours to provide the access route over Parcel A and Parcel B and provided that the LPA shall give all requisite consents enabling the Owner to access Parcel B and carry out the said works for the Temporary Scheme on Parcel B.
- 6.3 If the Temporary Scheme is implemented pursuant to paragraph 6.1 it shall be maintained until such time as the Permanent Public Realm Works are Completed.

SCHEDULE 5

MAIN YARD

DEFINITIONS

"Main Yard" means the area shown edged and hatched blue on plan SK_011 annexed at Appendix 5;

"Main Yard and Access Scheme" means the scheme to be submitted and approved detailing the physical rights of access across the Main Yard and the necessary legal rights to secure the access;

1. SUBMISSION AND APPROVAL OF MAIN YARD AND ACCESS SCHEME

1.1 Prior to Commencement of Development, the Owner shall submit to the LPA for Approval the Main Yard and Access Scheme.

1.2 The Main Yard and Access Scheme shall include:-

1.2.1 evidence of title containing or a completed legal agreement enabling the necessary rights, to be available in respect of the Development, for:

(a) a vehicular right of way over Main Yard, between the public highway now known as Wallis Road (or its successor in name) and the Development's vehicular access; and

(b) the creation of a footway (to adoptable highway standards) along the Eastern elevation of the Development; and

1.2.2 detailed provisions of the physical works to enable the right of access as set out in paragraph 1.2.1 to be enjoyed.

1.3 The Development shall not be Occupied until the Main Yard and Access Scheme has been Completed as Approved.

SCHEDULE 6

EMPLOYMENT AND TRAINING

DEFINITIONS

"Construction Contract"	means a contract for the carrying out of substantive construction works and completion of the Development as is custom and practice to use in the industry;
"Employment and Skills Plan"	means the plan submitted to the Council and the LPA in accordance with the requirements of this Schedule;
"Invest in Hackney Scheme"	means the scheme promoting affordable workspace in the Council's Area and which can be found at the following webpage: http://investinhackney.org/ ;
"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;
"Local Labour and Business Schemes"	means the following schemes:- (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; (b) in the Council's Area:- (i) the Ways to Work scheme and (ii) the Invest in Hackney Scheme;
"London Living Wage"	means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA;
"Ways to Work Scheme"	means Council led initiatives promoting access to employment in the London Borough of Hackney;

1. SUBMISSION OF EMPLOYMENT AND SKILLS PLAN

1.1 No Development shall be Commenced until the Owner has submitted and obtained the LPA's Approval of the Employment and Skills Plan.

1.2 The Employment and Skills Plan shall specify the following:-

1.2.1 the Owner shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use reasonable endeavours to ensure that-

- (a) all job vacancies arising from the Development to be advertised in Local Labour and Business Schemes and job centres in the Council's Area;

- (b) Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- (c) the recruitment of persons living in the Council's Area accounts for 30% of the construction jobs arising from the Development;
- (d) the recruitment of persons living in the Council's Area accounts for 30% of the end-use jobs at the Development;
- (e) all employees employed at the Development in construction jobs are paid the London Living Wage;
- (f) the London Living Wage is promoted for all end use jobs at the Development; and
- (g) work-based learning opportunities are provided at the Development, including not less than 1 apprenticeship opportunity.

1.2.2 the Owner shall provide, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), commit to-

- (a) the provision of at least one apprentice from the Council's Area per every £2,000,000 (two million) of the Construction Contract value; and
- (b) ensuring that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;

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

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

- (a) use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area; and
- (b) provide local agencies with early information relating to availability of vacancies for employment within the Development.

1.3 The Employment and Skills Plan must be implemented as Approved and the Development hereby permitted must be carried out in accordance with the provisions set out therein.

1.4 At all times during the preparation and implementation of the Employment and Skills Plan the Owner shall commit to working with the Ways to Work Scheme and use Reasonable Endeavours to work with the Invest in Hackney Scheme to facilitate Occupation of the commercial space comprised in the Development.

SCHEDULE 7

SUSTAINABILITY

DEFINITIONS

"District Energy Network"	means the Olympic Park district energy network;
"Local CHP Plant"	means any gas boilers and combined heat and power plants located within adjacent developments;
"Price Per Carbon Tonne"	means £60 (Indexed) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions;

1. DISTRICT HEATING NETWORK

1.1 The Owner shall:

1.1.1 use Reasonable Endeavours subject to it being commercially viable to connect to the District Energy Network to the Site and thereafter connect all Buildings to the District Energy Network; and

1.1.2 provide a written report to the LPA prior to the Commencement of Development outlining the steps the Owner has taken to satisfy the obligation in paragraph 1.1.1 above and the progress made towards securing the connection.

1.2 If the report submitted pursuant to paragraph 1.1.2 concludes that it will not be possible (including but not limited to technical and/or financial and/or commercial factors) to connect all Buildings to the District Energy Network the Owner shall:-

1.2.1 use Reasonable Endeavours to connect to a Local CHP Plant provided that this shall not require the Owner to make any financial payment other than the cost of the connection or nor shall it require the Owner to acquire at cost to it any rights and easements across third party land; and

1.2.2 submit a further written report to the LPA prior to the Commencement of Development outlining the steps the Owner has taken to satisfy the obligation in paragraph 1.2.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.

1.3 No Development shall be Commenced until:-

1.3.1 the report submitted pursuant to paragraph 1.1.2 showing that the Owner has used Reasonable Endeavours as required in paragraph 1.1.1;

1.3.2 the report submitted pursuant to paragraph 1.2.2 showing that the Owner has used Reasonable Endeavours as required in paragraph 1.2.1; or

1.3.3 the Owner has used Reasonable Endeavours to enter into a binding obligation with the LPA pursuant to which it agrees to pay a financial contribution to the LPA towards identified offset solutions, such contribution having been calculated by reference the Price Per Carbon Tonne and the tonnage of residual CO2 emissions to be off set as a result of the Buildings not being connected to the District Energy Network.

1.4 No Building shall be Occupied unless and until:-

- 1.4.1 it is connected to the District Heating Network;
- 1.4.2 where paragraph 1.3.2 applies, it is connected to a Local CHP Plant; or
- 1.4.3 the obligation referred to in paragraph 1.3.3 has been satisfied by the Owner.

2. **REDUCTION OF ENERGY DEMAND**

The Owner shall use Reasonable Endeavours to encourage occupiers of the Development to reduce their energy usage which shall include (without limitation):-

- 2.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
- 2.2 the promotion of the use of energy efficient appliances; and
- 2.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

SCHEDULE 8

TRAVEL PLAN

DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the Approved Travel Plan;
"Monitoring Period"	means six months after first Occupation until five years after first Occupation of the final Building to be Completed;
"Sustainable Transport Measures"	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;
"Travel Plan"	means the travel plan to be submitted to the LPA for Approval pursuant to paragraph 1 of this Schedule;
"Travel Plan Monitoring"	means monitoring of the Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: <ul style="list-style-type: none">(a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;(b) monitoring of the usage of the car parking which is available for use in the Development; and(c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development;
"Travel Plan Monitoring Officer"	means a person appointed by the Owner to monitor and promote the success in meeting the targets set out in the Travel Plan;
"Travel Plan Monitoring Report"	means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include: <ul style="list-style-type: none">(a) details of trip generation rates;(b) details of mode share and change in mode share over time;(c) details of how effectively the Travel Plan has operated within the previous period;

- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved; and
- (e) (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures;

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

1. TRAVEL PLAN

1.1 The Development shall not Commence until:

- 1.1.1 a Travel Plan has been submitted to and Approved by the LPA;
- 1.1.2 the Owner has appointed a Travel Plan Monitoring Officer and notified the LPA of the name and contact details of such officer.

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

1.3 The Travel Plan to be submitted pursuant to paragraph 1.1 shall:

- 1.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 1.3.2 contain clear commitments to measures, including investigation of potential additional measures;
- 1.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 1.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRIBUTE';
- 1.3.5 contain measures aimed at:
 - (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
 - (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
 - (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

- 1.3.6 include a parking review plan which sets out:
- (a) a strategy for periodic review of the parking spaces; and
 - (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 x space is provided for each employee who is a disabled motorist in line with London Plan policy.

- 1.3.7 include a car parking management plan which sets out:
- (a) principles for allocating car parking spaces for staff and enforcement of allocated spaces;
 - (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

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

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

2. TRAVEL PLAN MONITORING

2.1 In order to monitor the effectiveness of the Travel Plan the Owner shall during the Monitoring Period carry out the Travel Plan Monitoring.

2.2 During the Monitoring Period the Owner shall prepare and submit to the LPA for Approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.

2.3 Prior to the submission of a report referred to in paragraph 2.2 the Owner shall agree the structure of that report with the LPA.

2.4 If any Travel Plan Monitoring Report includes a revised Travel Plan for Approval by the LPA the Owner shall implement the revised Travel Plan as Approved so that it is in place and operational as soon as reasonably practicable after the LPA's Approval of the same.

3. MODAL SPLIT TARGETS

3.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved the Owner shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

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

3.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Owner shall repeat the process set out in paragraphs 3.1 and 3.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

4. **RESTRICTION ON ON-STREET PARKING PERMITS**

- 4.1 No owner or occupier of the Development or any part thereof shall apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the life of the Development unless otherwise agreed by the LPA unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970.
- 4.2 The Developer shall not to dispose of to any person or Occupy or allow any person to Occupy any of the Residential Units unless a notice has been served on such person that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area.

SCHEDULE 9

ESTATE MANAGEMENT

DEFINITIONS

- "Accessible Parking"** means the accessible parking shown tinted blue on plan SK_123 at Appendix 6;
- "Common Areas"** means all areas used in common between Residential Units and/or Commercial Units within the Development and which are not specific to individual units but common to the Development as a whole;
- "Estate Management Strategy"** means a Site wide estate management strategy which incorporates the key principles for the management and maintenance of the Common Areas of the Development including details of the operational structure options for the future management and maintenance of the Development; details of the proposed funding options for the future management and maintenance of the Common Areas; management and maintenance principles for the Common Areas; details for the establishment and operation of a public realm group to ensure appropriate community engagement, including details of measures to ensure liaison, consultation and co-ordination on matters of estate management between interested parties, including the Council and occupiers and residents of the Development, and includes the detailed proposals set out in paragraph 1.1;
- "Service Yard"** means the area shown tinted green on plan SK_123 at Appendix 6;
- "SUDS Infrastructure"** means any sustainable urban drainage system comprised within the Development;

1. SITE WIDE ESTATE MANAGEMENT STRATEGY

- 1.1 No part of the Development shall be Occupied until an Estate Management Strategy has been submitted to and Approved by the LPA. The Estate Management Strategy shall set out detailed proposals for the following:
- 1.1.1 the management and maintenance (including funding thereof) of:
- (a) Service Yard;
 - (b) Accessible Parking; and
 - (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority);
- 1.1.2 the establishment of an estate management body, its composition (including On Site residential occupier and On Site commercial landlord representatives) and responsibilities;
- 1.1.3 management and co-ordination of waste collection and recycling on a site wide basis; and

- 1.1.4 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.
- 1.2 No part of the Development shall be Occupied until the estate management body specified in the Approved Estate Management Strategy has been established.
- 1.3 The Development shall be Occupied, managed and maintained in accordance with the Approved Estate Management Strategy.

SCHEDULE 10

DESIGN QUALITY

DEFINITIONS

"Design Monitoring Costs" means the monies paid in accordance with paragraph 1 of this Schedule to meet the LPA's costs in monitoring the design quality of the **"Development"**;

"Design Monitoring Period" means the period starting no later than Commencement of the Development and extending to the conclusion of RIBA Stage L;

1. If at any point during the Design Monitoring Period the services of the architectural practice of Pollard Thomas Edwards 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 shall forthwith:-

1.1.1 notify the LPA of such non-retention; and

1.1.2 pay to the LPA within 10 Working Days of demand its the Design Monitoring Costs PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000.

1.2 The Development shall not Commence before the Owner has either:-

1.2.1 provided satisfactory evidence to the LPA that the architectural practice of Pollard Thomas Edwards 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 architectural practice of Pollard Thomas Edwards which deliver the vision for the Development as shown in the drawings listed within the Planning Permission during the Design Monitoring Period; or

1.2.2 paid the first instalment of the LPA's Design Monitoring Costs if the architectural practice of Pollard Thomas Edwards has not been retained to oversee the design quality of the Development.

1.3 During the Design Monitoring Period no Development shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 1.1.2.

1.4 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 architectural practice of Pollard Thomas Edwards unless agreed in writing by the LPA and for the avoidance of doubt, the LPA may require the architectural practice of Pollard Thomas Edwards to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

SCHEDULE 11

S278 WORKS

DEFINITIONS

"Highway Authority"

means the London Borough of Hackney;

"Highway Works"

means the highway works which may be required to Wallis Road to facilitate the North South Route as shown hatched pink and labelled as "Extent of Highways within application boundary" on plan SK_007 annexed at Appendix 2.

1. Unless otherwise agreed in writing with the LPA the Development shall not be Occupied until:-
 - 1.1 the Owner has entered in to a highways agreement with the Highway Authority pursuant to s278 of the Highways Act 1980 for the delivery of the Highway Works (if required); and
 - 1.2 the Owner has if required by the Highway Authority entered into an agreement with the Highway Authority for the funding or provision of any works of remediation, repair or restoration to Wallis Road which are required as a result of the works undertaken to construct the Development.

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

EXECUTED as a deed by affixing the)
Common Seal of LONDON LEGACY)
DEVELOPMENT CORPORATION)
in the presence of: -)



1731

Authorised Signatory

EXECUTED as a deed by EAST LONDON)
REGENERATION (WALLIS SOUTH))
LIMITED)
acting by:-

Director

IN THE PRESENCE OF:

~~Director/Secretary~~ WITNESS SIGNATURE
NAME: ROWENA TIMMS-ENGUSH
ADDRESS: 6 Graham St, London, N18 6B

EXECUTED as a deed by DAVID BERIN)
STONE)
in the presence of:-

David Berin Stone

Signature of witness:

Name of witness:

Julian Labette

Address of witness:

Occupation of witness:

PCB LAWYERS LLP
70 BAKER STREET
LONDON W1U 7DL
TEL 020 7486 2566
FAX 020 7486 3085

EXECUTED as a deed by **ROBERT LOUIS STONE**)
in the presence of:-



Robert Louis Stone

Signature of witness:



Name of witness:

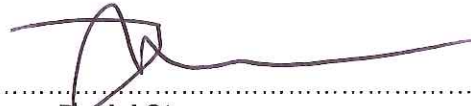
Julian Lobetha

Address of witness:

Occupation of witness:

**PCB LAWYERS LLP
70 BAKER STREET
LONDON W1U 7DL
TEL 020 7486 2566
FAX 020 7486 3085**

EXECUTED as a deed by **JAMES DANIEL STONE**)
in the presence of:-



James Daniel Stone

Signature of witness:



Name of witness:

Julian Lobetha

Address of witness:

Occupation of witness:

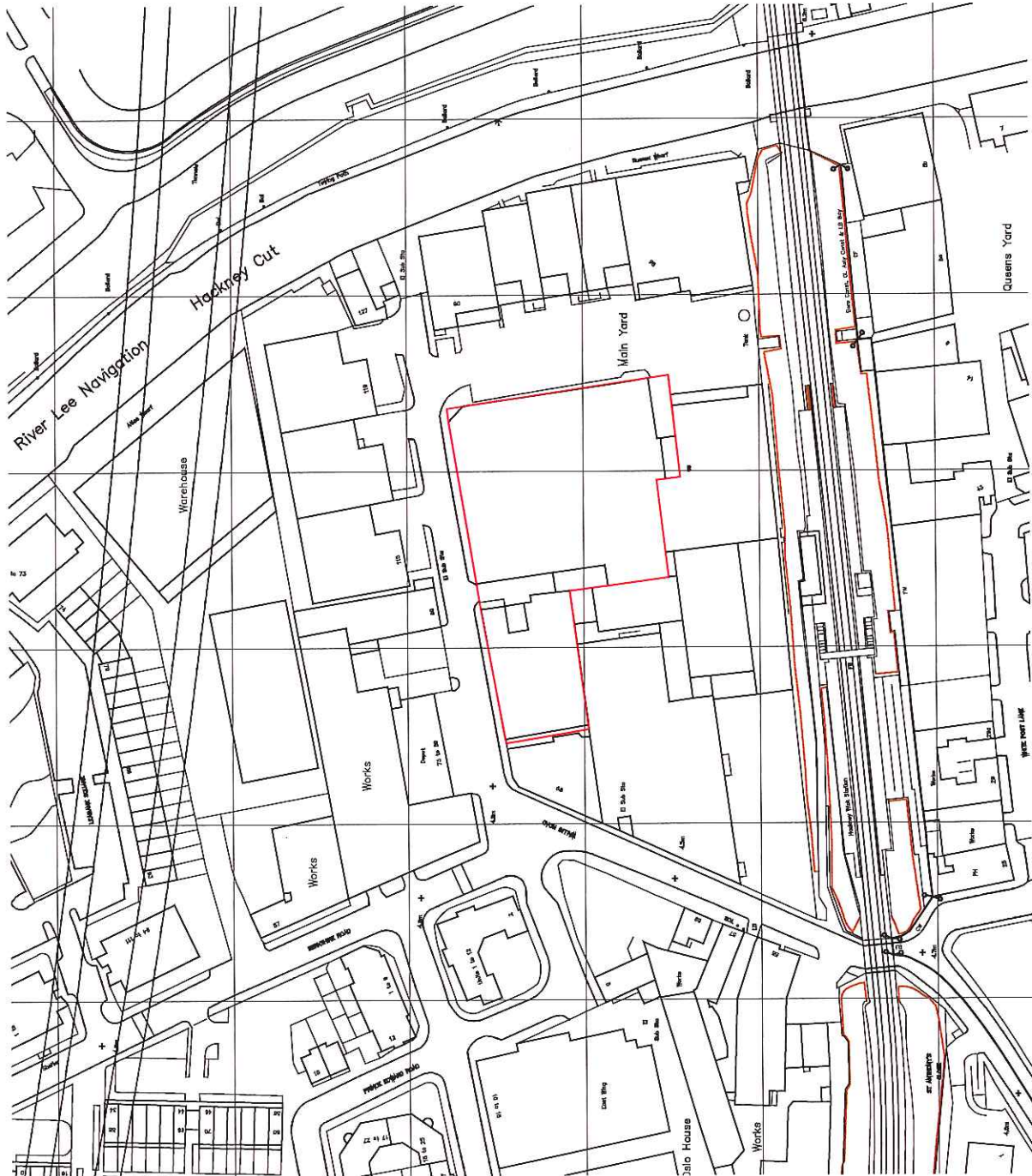
**PCB LAWYERS LLP
70 BAKER STREET
LONDON W1U 7DL
TEL 020 7486 2566
FAX 020 7486 3085**

APPENDIX 1

SITE PLAN

GENERAL NOTES

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 All dimensions are in millimetres unless noted otherwise
 All levels are in metres above ordnance datum unless noted otherwise
 This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants
 If in doubt, ask



Handwritten signatures and initials in blue ink, including 'DJP', 'DR', and 'P'. A table with columns 'rev', 'date', 'description', 'drawn', 'checked' is partially visible at the bottom right of this section.

FOR INFORMATION

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 Edwards**
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 London N1 6JX
 020 7336 7777
 forename.surname@ptea.co.uk
 @ptearchitects
 www.pollardthomasedwards.co.uk

project: Wallis Road, North South Route
 London
 job no: 15-063
 client: DH
 date: 1:1250@A3 Nov'15
 drawing title: Site Plan
 drawing number: SK_006
 revision: 1



UPPER LEVELS PROJECT TO 1:500 WALLIS ROAD SOUTH ROUTE CADSWILL PLANNING PRINTED BY: GRETCHEN&S, BURLING

APPENDIX 2
NORTH-SOUTH ROUTE PLAN

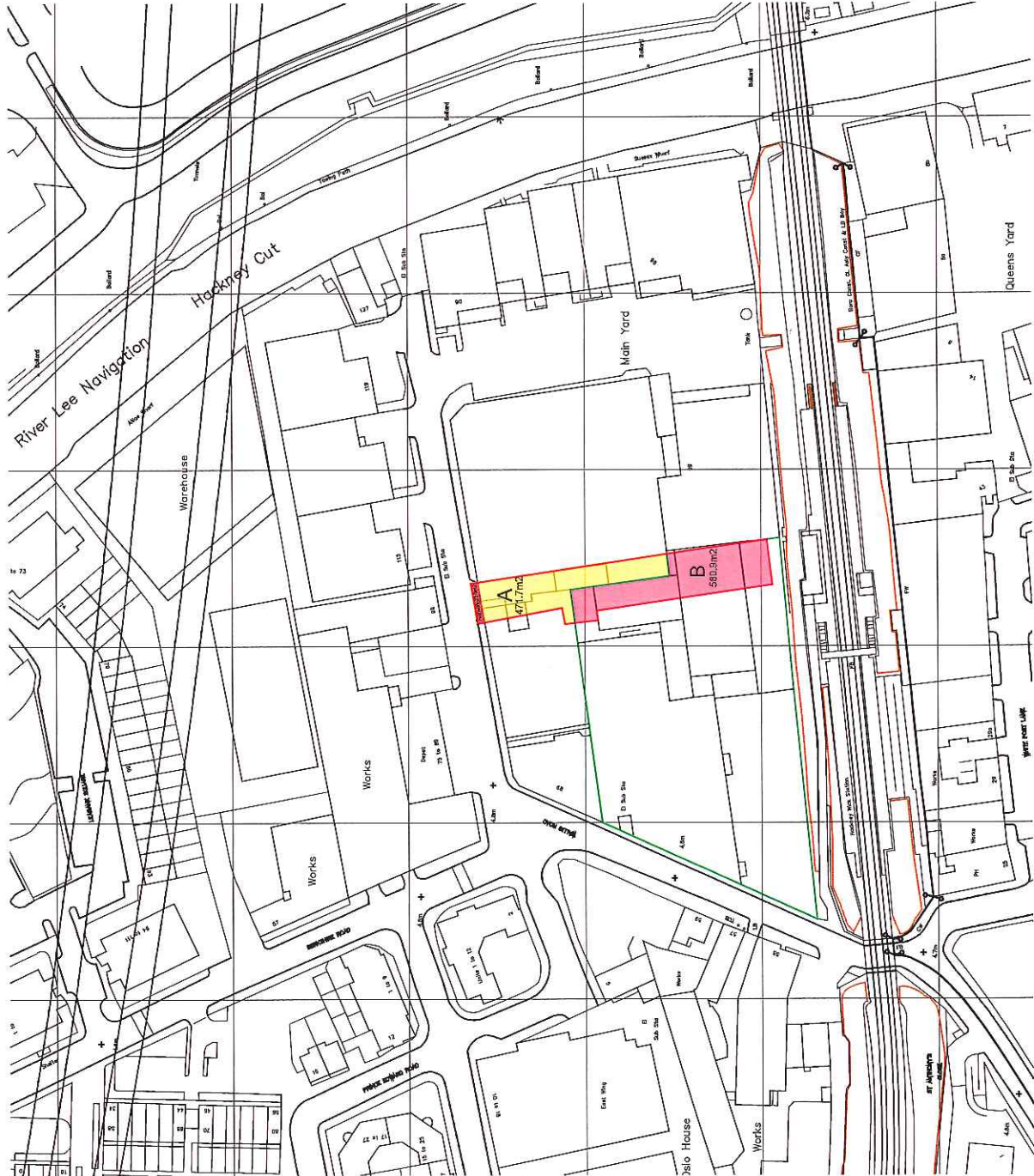
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 If in doubt, ask

KEY

- Extent of new proposed works (1075.6m²)
- Land owned by LLDC
- ▨ Extent of highways within application boundary
- Area A (471.7m²)
- Area B (580.9m²)

TOTAL AREA A+B = 1052.6m²

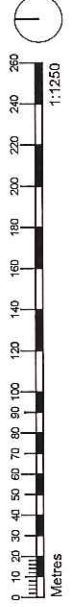


DAE
DL
[Signature]

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 @ptearchitects
 www.pollardthomasedwards.co.uk

Project: Wallis Road, North South Route London
 Drawing Title: Public Realm Works Plan
 Drawing Number: SK_007
 Date: 1:1250@A3 Nov'15
 Scale: 15-063
 Author: DH
 Checked: [Signature]



APPENDIX 3
AFFORDABLE WORKSPACE PROVIDER
LONDON BOROUGH OF HACKNEY: WORKSPACE PROVIDER LIST

1. The Brew
2. Cell Projects Space and Studios
3. Central Working
4. The Office Group
5. Shoreditch Trust
6. Shoreditch Works
7. SPACE
8. The Trampery
9. Annexed Limited
10. Hackney Co-operative Developments
11. V22 London Limited
12. Bootstrap Company Limited
13. Eat Work Art Ltd
14. Ethical Property Company
15. The Mill Co. Project
16. The Workhouse Partnership Ltd
17. 90 Main Yard

APPENDIX 4
HACKNEY WICK AREA MASTERPLAN

PREPARED BY: London Legacy Development Corporation, London Borough of Hackney

PROJECT: karakusevic carson architects
 100 Southway, Upper West London, London W8 7LH, UK
 T: +44 (0)20 8348 2344
 Email: info@karakuseviccarson.com

REF	DATE	DESCRIPTION
D1	14/04/2016	Planning Application

DATE: 14/04/2016
 DRAWN BY: CCJAW
 SCALE: 1:600 @ A1
 CHECKED BY: NE
 DATE: 22/3

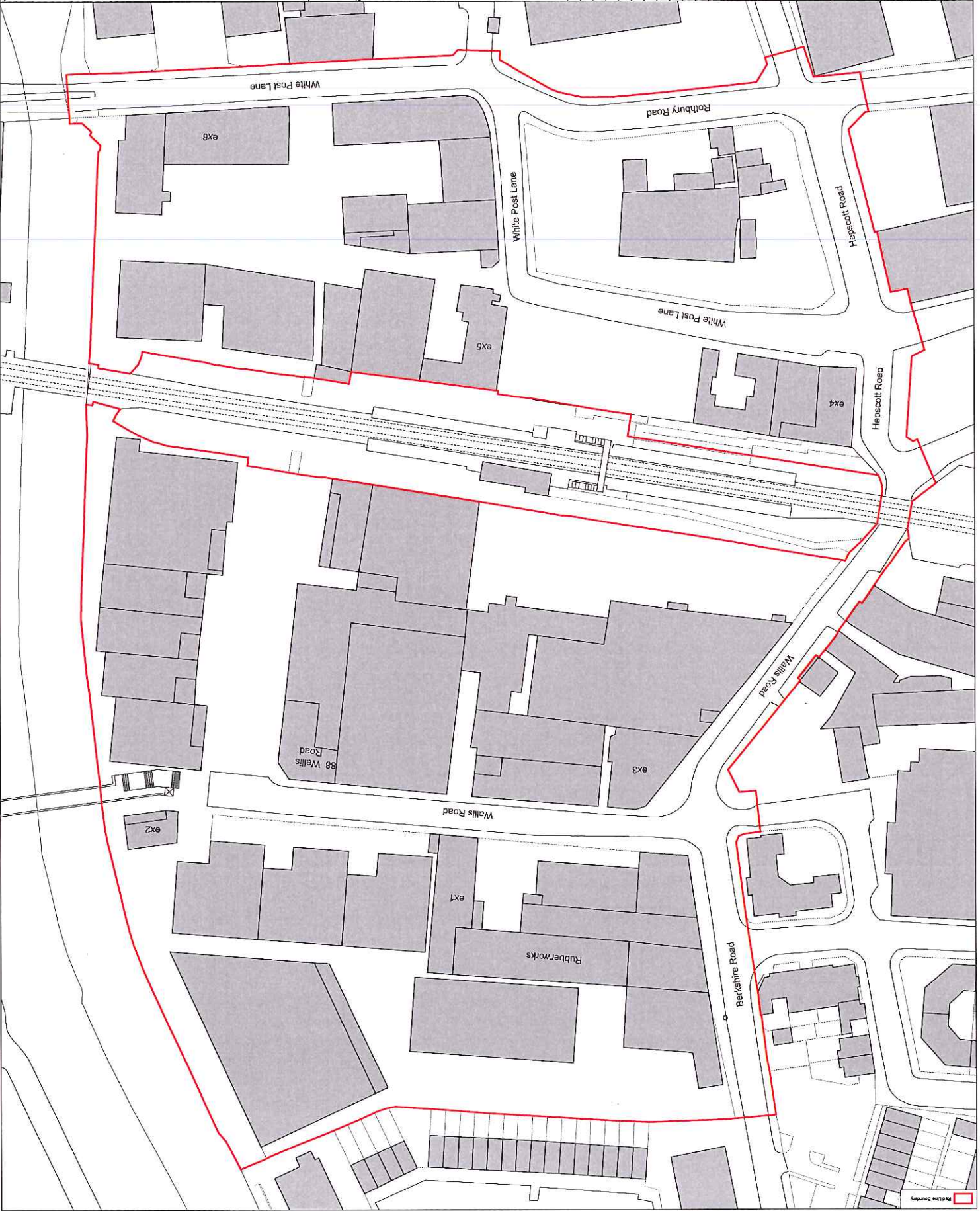
FOR APPROVAL

PROJECT: Hauxley Walk, Central Outline Planning Application

SCALE: A1
 DRAWING NO.: HWK-DWG-APP-RED-01

DATE: 14/04/2016
 DRAWN BY: CCJAW
 CHECKED BY: NE
 DATE: 22/3

FOR APPROVAL



(Handwritten signatures and notes in blue ink)

DO NOT SCALE FROM THIS DRAWING.
 THIS PLAN IS INTENDED TO BE USED IN CONJUNCTION WITH THE SITE VISUAL IMPACT STATEMENT AND THE ENVIRONMENTAL STATEMENT.
 THE INFORMATION ON THIS CONCEPT IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSES.

Red Line Boundary

APPENDIX 5
MAIN YARD PLAN

GENERAL NOTES

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If in doubt, ask



KEY

— Main Yard

DAE
DA
DA

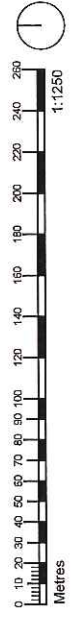
REV date description drawn checked

FOR INFORMATION

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**Pollard
Thomas
Edwards**

Project: Wallis Road, North South Route
Drawing number: **SK_011**
Date: 15-06-13
Scale: 1:1250
Author: DH
Check: ***
Issue: 1
Title: Main Yard

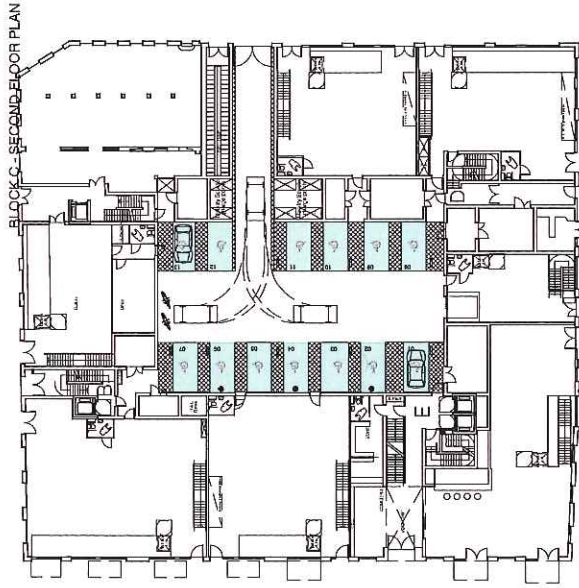


PTES/LEISER/PTED/STAS/WALLIS ROAD SOUTH/NORTH ROUTE/CA/2013/15/06/13/PLANNING/02/PRINTED SK ARCHITECTS/PTED_SK_011.DWG

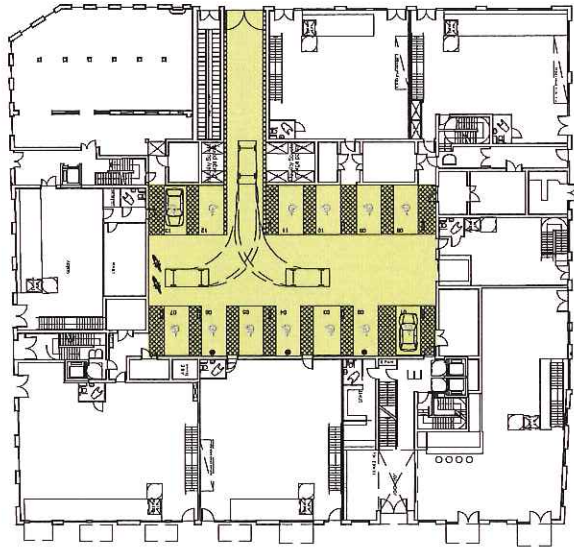
APPENDIX 6
ACCESSIBLE PARKING AND SERVICE YARD

GENERAL NOTES

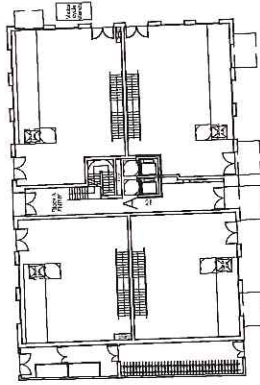
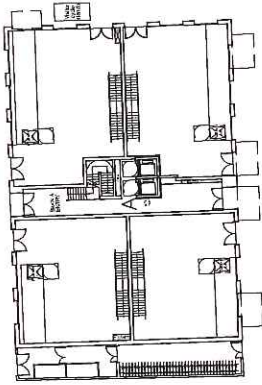
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 All levels are in metres above Ordnance datum unless noted otherwise
 This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants
 If in doubt, ask



13no. ACCESSIBLE CAR PARKING SPACES



CAR PARK AND SERVICE YARD



Handwritten signatures and initials in blue ink, including 'DSC', 'R', and 'A'.

REV	DATE	DESCRIPTION	DRAWN	CHECKED

FOR INFORMATION

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PROJECT	DATE	NO.	SCALE
80-84 & 86 Wallis Road Hackney Wick, London	11-450	DH ***	1:500@A3 Feb'16

DRAWING TITLE	REVISION
General Arrangement Ground Floor Plan	SK_123 /

8111_4501 WALLIS RD DOULINGTON BROTHWOOD LID_CD_PANNINGPRINTING_SHEETSCH418_0K_132.DWG

APPENDIX 7
DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

**Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England) Order 2015**

Please see notes at the end of this notice

Applicant

Richard Rothwell
East London Regeneration (Wallis South)
6, Graham Street
London
N1 8GB

Agent

Ben Kelway
Nathaniel Lichfield & Partners
14, Regents Wharf
All Saints Street
London
N1 9RL

Part I - Particulars of Application

Date of Application: 08-Oct-2014

Application No: 14/00387/FUL

Proposal: Proposed demolition of all existing buildings at the site (other than the north eastern corner building at no. 88 Wallis Road) and redevelopment with a mixed use development composed of 5,365sqm (GEA) of flexible commercial floorspace (Use Class B1/A1/A2/A3/D1) and 120 residential units (Use Class C3) as well as new areas of public realm, landscaped amenity space and car/cycle parking (the retained corner building at no. 88 Wallis Road is to be converted/extended)

Location: 80-84 & 88 Wallis Road, Hackney, LONDON, E9 5LW

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:

Time limit - Full

1. The development shall be commenced before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991

Works in accordance with approved details

2. Unless minor variations have been 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 details and plan numbers:

450_PL_001	Site Location
450_PL_002	Existing Site Plan
450_PL_003	Existing Ground Floor Plan
450_PL_004	Existing First and Second Floor Plan
450_PL_005	Existing Roof Plan
450_PL_006	Existing Elevations
450_PL_007	Existing Sections
450_PL_010	Demolition Plan Ground Floor
450_PL_011	Demolition Plan First and Second Floor
450_PL_020_B	Lower Ground Floor Plan
450_PL_021_C	Ground Floor Plan
450_PL_022_C	First Floor Plan
450_PL_023_C	Second Floor Plan
450_PL_024_C	Third Floor Plan
450_PL_025_C	Fourth Floor Plan
450_PL_026_C	Fifth Floor Plan
450_PL_028_B	Roof Plan
450_PL_030_B	Context Elevation
450_PL_031_B	Context Elevation
450_PL_032_A	North Elevation Blocks A B C
450_PL_033_A	East Elevation Blocks C D
450_PL_034_B	South Elevation Blocks D E
450_PL_035_B	West Elevation Blocks B E
450_PL_036_A	Block A Elevations
450_PL_037_A	West Section Blocks B D
450_PL_038_B	East Section Blocks B D
450_PL_039_B	North Section Blocks D E
450_PL_040_B	South Section Blocks D E
450_PL_041_A	West Section Block A
450_PL_050	Details Block A
450_PL_051	Details Block B
450_PL_052_A	Details Block C
450_PL_053	Details Block D
450_PL_054	Details Block E
450_PL_060	Existing and Proposed Block C Ground Floor Plans
450_PL_061	Existing and Proposed Block C Upper Floor Plans
450_PL_062_A	Block C Plans
450_PL_063_A	Block C Elevations and Sections

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

Reason: To ensure that all works are properly implemented and retained.

Notice of Commencement

3. The Development shall not be commenced until written notice of intention to commence the Development has been given to the Local Planning Authority. The notice required by this condition shall only be given where there is a genuine prospect of Development being commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

Commercial Use

4. No more than 20% (1,073m² GEA) of the commercial floorspace hereby approved shall be occupied by Use Class A1 (retail), A2 (financial and professional services), A3 (café and restaurant) and D1 (non-residential institution) and details of the location of these uses shall be submitted to and approved in writing by the Local Planning Authority before occupation of the development.

Reason: To ensure an appropriate mix and location of commercial uses within the proposed Hackney Wick Neighbourhood Centre.

Housing Design Guide

5. All Residential Units shall be built in substantial conformity with the London Housing Design Guide and Mayor of London Housing SPG and, in the event that the London Housing Design Guide or the Housing SPG (as applicable) is replaced at any time, shall be substantially in conformity with any replacement housing design guide that may be issued by the Mayor of London after the date of this permission.

Reason: To ensure that high standards of urban design, residential amenity and landscaping are achieved.

Lifetime Homes

6. All housing units shall be designed and constructed to the Lifetime Homes Standard.

Reason: To ensure the Residential Units are Lifetime Homes compliant.

Wheelchair adaptable housing

7. Not less than 10% of the Residential Units of each of the following types of Residential Unit shall be designed and constructed as Wheelchair Adaptable Housing: private residential, affordable rented and any shared ownership, and the actual number of such units to be provided as Wheelchair Adaptable Housing will be the number of whole units that is as near as arithmetically possible to the specified percentage and 0.5 or above shall be rounded up to the nearest whole.

Reason: To ensure adequate wheelchair adaptable housing is provided.

Residential standard- internal noise levels

8. All residential premises shall be designed in accordance with BS8233:1999 'Sound insulation and noise reduction for buildings - Code of Practice' to achieve the following internal noise levels:

Bedrooms- 30dB LAeq,T* and 40dB LAfmax

Living rooms- 30dB LAeq, D*

*T- Night-time 8 hours between 23:00-07:00

*D- Daytime 16 hours between 07:00-23:00.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.

Sound insulation and noise mitigation details – Residential and Non-Residential

9. Prior to the commencement of above ground works on the development hereby permitted, details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses shall be submitted to and approved by the Local Planning Authority. Details should include airborne and impact sound insulation. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

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

Ventilation details – Non-Residential Units

10. Prior to the commencement of each Block above ground, full details of any mechanical ventilation or other plant associated with the non-residential operation of the Block shall be submitted to and approved by the Local Planning Authority. Details should include full specifications of all filtration, deodorising systems, noise output and termination points. Particular consideration should be given to the potential high level discharge of kitchen extract air/ the discharge of toxic or odoriferous extract air where a high level of discharge is usually essential. The approved scheme in respect of each Block shall be completed prior to occupation of the Non-Residential Units in the relevant Block and shall be permanently maintained thereafter. Reference shall be had to Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems published by DEFRA. This Condition can be discharged on a Site Wide, Zonal or Block basis.

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

Grease trap or grease digester system details

11. Prior to the occupation of any commercial unit within the Development, full details of any the grease trap or grease digester system to be installed for any Non-Residential Unit kitchen associated with the non-residential units operation of the Block shall be submitted to and approved by the Local Planning Authority. Details should include plan and sectional drawings with measured drain sizes and invert levels, full manufacturers specifications etc. The approved scheme in respect of each Block is to be completed prior to occupation of the Non-Residential Units within the relevant Block and shall be permanently maintained thereafter.

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

Hours of work

12. There shall be no demolition or construction work outside the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 on Saturdays nor at any time on Sundays or on Bank or Public Holidays without the prior written approval of the Local Planning Authority. Construction work audible at the façade of any noise sensitive premises may only take place outside these permitted hours of work where these works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To protect the amenities and environment of residents and other sensitive receptors.

Noise residential

13. Noise levels at any occupied residential property due to construction or demolition shall not exceed 75dB LAeq (10 hour) measured at 1m from the façade of the nearest occupied property, during the hours from 08:00 to 18.00 Monday-Friday, 75dB LAeq (5 hour) during the hours from 08:00 to 13:00 on Saturday except with the prior approval of the Local Authority, under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction.

Code of Construction Practice

14. The Development shall not be commenced until a Code of Construction Practice has been submitted to and approved by the Local Planning Authority. The Code of Construction Practice shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts

Construction Waste Management Plan

15. The Development shall not be commenced until a Construction Waste Management Plan (CWMP) has been submitted to and approved by the Local Planning Authority. The objectives of the CWMP

shall be to ensure all waste arising from the construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The CWMP shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of construction. The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development minimises its environmental impacts.

Construction Transport Management Plan

16. The Development shall not be commenced until a Construction Transport Management Plan (CTMP) has been prepared in consultation with the Local Planning Authority, local highway authorities and Transport for London and such CTMP has been submitted to and approved by the Local Planning Authority. The objectives of the CTMP shall be to:

- minimise the level of road based construction traffic through the promotion of sustainable transport options, where feasible
- minimise the impact of road based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation;
- identify highway works required to accommodate construction traffic;
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking; and
- assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity.

The CTMP shall include as a minimum the following information:

- the arrangements for liaison with the relevant highway authorities, emergency services and rail infrastructure providers;
- the method for applying for approvals for Off Site highway works;
- road closures implementation and management
- direction signing to worksites;
- emergency access protocols and internal road naming conventions;
- workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce;
- designated routes for large goods vehicles and dealing with abnormal loads;
- highway enabling schemes for access to and from the construction sites;
- position and operation of cranes / Mobile Elevating Work Platforms
- Off Site parking issues;
- Control of and limits on parking spaces for construction workers' motor cars and vans used to travel to the Site, but to which access is not otherwise required when the vehicle is on the Site;
- provision for walking and cycling;
- lorry holding areas;
- driver standards and enforcement within the construction sites and on the highway;
- monitoring;
- dealing with complaints and community liaison; and
- guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module.

The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development minimises its environmental impacts.

Impact piling

17. No impact piling shall take place unless it has the prior written approval of the Local Planning Authority and takes place in accordance with the terms of any such approval, or in accordance with

a consent issued under s61 of the Control of Pollution Act, 1974. In addition 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 water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency as appropriate. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To avoid, wherever possible, unnecessary noise from piling and because piling has the potential to impact on local underground water utility and transport infrastructure.

18. Prior to the commencement of the development hereby approved a scheme to deal with the risks associated with contamination of the site shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include:
1. A preliminary risk assessment which has identified all previous uses; potential contamination associated with those uses; a conceptual model of the site indicating sources, pathways and receptors; potentially unacceptable risks arising from contamination at the site.
 2. A site investigation scheme based on (1) above to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
 3. The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

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

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

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

Unexpected contamination

20. If at any time during the construction of the Site, contamination is encountered which was not previously identified or treated or has been brought to the surface by construction activity, construction work shall not proceed (except to the extent that it would not further disturb that contamination) until a Remediation Change Note, containing an assessment of that contamination and a scheme and timetable to contain, treat or remove it has been submitted to and approved by the Local Planning Authority and any necessary remediation has been carried out.

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters.

Hours of Operation – Commercial Units

21. Details of all hours of operation including time of receiving deliveries and/or servicing of all uses on the Site (excluding residential) shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development. The Development shall thereafter be operated only in accordance with the approved hours of operation.

Reason: In the interests of amenity.

Detailed Drawings

22. Prior to commencement of the development the following details shall be submitted to and approved in writing by the Local Planning Authority on drawings prepared at 1:5 and 1:20 scale:
- a) pre-cast concrete cills, string courses and copings;
 - b) window reveals and cills;
 - c) balconies;
 - d) ground floor commercial units;
 - e) external signage;
 - f) internal or external shutters;
 - g) photovoltaic panels

Material samples/sample-panels/sample-boards

23. Material samples/sample-panels/sample-boards of all external facing materials to be used in the carrying out of this permission shall be presented on site and/or submitted to and approved in writing by the Local Planning Authority; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve an satisfactory quality of design and detailing.

Securing Archaeological Works

24. A. No development other than demolition to existing ground level shall take place until the applicant has secured the implementation of a programme of archaeological evaluation in accordance with a written scheme which has been submitted and approved in writing by the local planning authority and a report on that evaluation has been submitted to the local planning authority.

B If heritage assets of archaeological interest are identified under the evaluation in Part (A) no development other than demolition to existing ground level shall take place until the applicant has secured the implementation of a programme of archaeological investigation in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the local planning authority.

C No development shall take place other than in accordance with the Written Scheme of Investigation approved under Part (B).

The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (B), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

Servicing Management Plan

25. The development shall not be occupied until a Servicing Management Plan detailing how all elements of the site are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approval given and shall remain for as long as the development is occupied.

Reason: In the interests of highway and pedestrian safety.

Electric vehicle charging points

26. Prior to commencement of the development hereby approved, details of the installation (including location, type and number) of electric vehicle charging points within the car parking area shall be submitted to and approved in writing by the Local Planning Authority and the electric vehicle charging points shall be installed prior to occupation of the development and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To encourage more sustainable travel.

Renewable energy

27. All buildings within the Development shall achieve a 20% reduction in regulated CO2 emissions through the use of On Site renewable energy generation sources, such reduction to be calculated across all buildings Site Wide. The reduction can include that attributable to the biomass boiler generation in any off site Combined Heat and Power (CHP) plant that the development is connected to and which supplies energy to the development.

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

BREEAM

28. Before any fit out works to the commercial premises hereby authorised begins, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

Before the first occupation of the commercial premises hereby permitted, a certified Post Construction Review (or other verification process agreed with the local planning authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

Reason: To ensure that high standards of sustainability are achieved.

Bat survey

29. Prior to commencement of works, including demolition, hereby authorised begins, a bat survey, including a minimum of three activity surveys (two emergence and one dawn survey) shall be undertaken, and the findings of the survey and any recommendations, including, where the survey encounters bats, a strategy outlining the most appropriate method for dealing with the protected bats, shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Natural England and / or the London Wildlife Trust.

Reason: To ensure the proposal protects biodiversity.

Landscaping Plan

30. Before any above grade work hereby authorised begins, detailed drawings [select scale 1:50, 1:10 and 1:5] of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings (including surfacing materials of any parking, access, or pathways layouts, materials and edge details and material samples of hard landscaping), shall be submitted to and approved in writing by the Local Planning Authority and the landscaping shall not be carried out otherwise than in accordance with any such approval given. The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply to BS:4428 Code of practice for general landscaping operations, BS:3996 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.

Reason: In order that the Local Planning Authority may ensure that the design and details are in the interest of the special architectural qualities of the existing building and the public spaces around it.

Permitted development

31. None of the rights contained in Part 1 of Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015 shall be exercised unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the thresholds in respect of which such rights shall be exercisable.

Reason: To provide control over alterations to dwelling houses given the particular character and appearance of the area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design.

32. None of the rights contained in Part 2 of Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015 shall be exercised, unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the thresholds in respect of which such rights shall be exercisable.

Reason: To provide control over minor operations given the particular character and appearance of the area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality.

33. None of the rights contained in Part 25 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 shall be exercised in respect of buildings in excess of 15 metres in height unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the thresholds in respect of which such rights shall be exercisable.

Reason: To provide control over the provision and location of microwave antenna given the particular character and appearance of the area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality.

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 and as applied by virtue of Article 47(3) of the Town and Country Planning (Development Management Procedure) (England) Order 2015), the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application, 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: XXXXX



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

DRAFT

**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.

