

DATED 3 May 2018

(1) THE LONDON LEGACY DEVELOPMENT CORPORATION
(ACTING IN ITS CAPACITY AS LOCAL PLANNING AUTHORITY)

IN FAVOUR OF:

(2) THE OWNER OF THE DEVELOPER'S LAND

UNILATERAL UNDERTAKING GIVEN BY DEED

**MADE PURSUANT TO SECTION 201 OF THE LOCALISM
ACT 2011**

**RELATING TO LAND WITHIN THE QUEEN ELIZABETH
OLYMPIC PARK BOUNDED TO THE WEST BY CITY MILL
RIVER, TO THE EAST BY CARPENTERS ROAD, TO THE
SOUTH BY THE LOOP ROAD AND MONTFICHET ROAD
AND TO THE NORTH BY THORNTON STREET AND
POOL STREET**

**TO BE READ ALONGSIDE THE UNILATERAL
UNDERTAKING GIVEN BY LONDON LEGACY
DEVELOPMENT CORPORATION (AS OWNER OF THE
DEVELOPER'S LAND) PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO THE SAME DEVELOPMENT AND
ENTERED INTO ON THE DATE HEREOF**



Pinsent Masons

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THIS UNILATERAL UNDERTAKING is given on

3 May

2018

BY:-

- (1) **THE LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");

IN FAVOUR OF:-

- (2) The Owner(s) of the Developer's Land from time to time.

WHEREAS:-

- (A) The London Legacy Development Corporation (acting through a department known as the Planning Policy and Decisions Team ("PPDT")) is the local planning authority for the area within which the Developer's Land is located pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012 in place of the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest.
- (B) The London Legacy Development Corporation ("LLDC") is a Mayoral Development Corporation ("MDC") established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for an area which straddles the boundaries of the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest.
- (C) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC holds land transferred to it under various statutory transfer schemes and can exercise a range of powers over that land, including management, development and disposal to third parties. This land includes the Developer's Land, details of which are set out in Schedule 1 to this Deed.
- (D) LLDC's Board has delegated the exercise of LLDC's planning functions PPDT. Although it acts independently, PPDT remains part of the same legal entity as LLDC.
- (E) At the time this Deed is entered into, it is expected that that LLDC will be a time limited organisation and its planning powers will eventually revert to the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest respectively or transfer to a successor organisation(s).

The Application

- (F) LLDC and UCL jointly submitted the Application to the LPA for determination on 26 May 2017. On 28 November 2017 the LPA resolved to approve the Application subject to agreeing the terms of this Deed, the Reciprocal Undertaking and the UCL Section 106 Agreement.
- (G) In its role as LPA, LLDC considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in the UCL Section 106 Agreement.
- (H) In its role as local planning authority, LLDC is satisfied that the planning obligations contained in the UCL Section 106 Agreement meet the three tests set out in Regulation 122 (2) (a) – (c) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (I) LLDC recognises that as a matter of law, as both landowner and local planning authority it is unable bind its interests in the Developer's Land into the UCL Obligations by way of a bilateral agreement concluded with itself.
- (J) To overcome this obstacle, LLDC as landowner has entered into the Reciprocal Undertaking with the intention of binding its interests in the Developer's Land into the UCL Obligations.

(K) In return for the covenants given by LLDC as landowner in the Reciprocal Undertaking PPDT as LPA unilaterally undertakes herein to observe the terms and perform the LPA's (as defined in the UCL Section 106 Agreement) obligations as set out in the UCL Section 106 Agreement. If LLDC's planning powers pass to a successor organisation, it is intended that this Deed will be transferred to that successor under a statutory or mayoral scheme of transfer.

(L) This Deed is to be read alongside the Reciprocal Undertaking.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"Completed Confirmatory Deed"	means a Confirmatory Deed that has been entered into pursuant to the requirements of Clause 4.2 of the UCL Section 106 Agreement or Clauses 4.4 or 4.5 of the Reciprocal Undertaking
"Confirmatory Deed"	means a deed in form attached at Appendix 12 of the UCL Section 106 Agreement
"Developer's Land"	means the land shown edged red on the plan attached at Appendix 3 (and the details of the interests LLDC owns in the Developer's Land are set out in Schedule 1 to this Deed)
"Enforcement Protocol"	means the protocol for enforcing the terms of this Deed, the Reciprocal Undertaking and the UCL Section 106 Agreement which is contained at Appendix 2 and as may be amended from time to time by agreement between LLDC and PPDT
"Owner"	means anyone with an interest in the Developer's Land
"Reciprocal Undertaking"	means a completed unilateral undertaking of even date with this Deed given by LLDC as landowner in which LLDC undertakes for the benefit of the LPA from time to time to comply with all of the UCL Obligations
"UCL Obligation"	means an obligation to be performed by UCL (as defined in the UCL Section 106 Agreement) as contained in the UCL Section 106 Agreement
"UCL Section 106 Agreement"	means the deed dated on or about the date of this Deed and made between (1) London Legacy Development Corporation (in its capacity as local planning authority) and (2) University College London and a copy of the final agreed draft of which is attached at Appendix 1

1.2 Save where provided otherwise, words and expressions used in this Deed have the meaning assigned to them in the UCL Section 106 Agreement.

1.3 All other definitions shall have the same meaning as set out in the UCL Section 106 Agreement.

2. OPERATION OF THIS UNILATERAL UNDERTAKING

2.1 This unilateral undertaking is given by Deed entered into pursuant to section 201 of the Localism Act 2011.

2.2 The LPA intends that save in respect of Clause 2.3 which shall not be binding on its successors in function this undertaking shall be binding on the LPA and its successors in function and shall be enforceable by the Owner and their successors in title.

2.3 The LLDC (in its capacity as local planning authority) will comply with the terms of the Enforcement Protocol in respect of the obligations contained in this Deed and in the UCL Section 106 Agreement.

3. **CONDITIONALITY**

3.1 This Deed is:-

3.1.1 subject to the conditionality provisions that are set out in Clause 3 of the UCL Section 106 Agreement; and

3.1.2 is conditional upon the LLDC entering into a Reciprocal Undertaking.

4. **LPA'S COVENANTS IN FAVOUR OF THE OWNER**

4.1 Subject to Clauses 3 and 5 the LPA undertakes for the benefit of any Owner of the Developer's Land that they will observe and perform the terms, obligations, covenants and undertakings and agreements imposed on the LPA (as defined in the UCL Section 106 Agreement) in the UCL Section 106 Agreement.

4.2 In the event that PPDT's planning powers are transferred to a successor authority and where any part of the Developer's Land is not subject to a Completed Confirmatory Deed the LPA undertakes for the benefit of the Owner that within 28 days of the planning powers being transferred it shall enter into a Confirmatory Deed in respect of the extent of the Site that is not subject to a Completed Confirmatory Deed.

4.3 The LPA agrees to the provisos of both clause 4.4 and clause 4.5 of the Reciprocal Undertaking.

5. **PERFORMANCE UNDER ANOTHER DEED**

5.1 The LPA's covenants to any Owner as set out in Clause 4.1 are subject to the following provisions:

5.1.1 discharge of an obligation, covenant or undertaking on the part of the LPA pursuant to the UCL Section 106 Agreement or any Completed Confirmatory Deed shall constitute discharge pursuant to this Deed and vice versa; and

5.1.2 where an obligation, covenant or undertaking on the part of the LPA requires ongoing performance or compliance, performance or compliance pursuant to the UCL Section 106 Agreement or any Completed Confirmatory Deed that binds the part of the Developer's Land to which the relevant obligation, covenant or undertaking relates shall constitute performance or compliance for the purposes of this Deed and vice versa.

6. **LEGAL BASIS**

6.1 This Deed is made under section 201 of the Localism Act 2011.

7. **RIGHTS OF THIRD PARTIES**

7.1 Save in respect of the Owner no term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed or expressed to be a beneficiary of this Deed.

8. **LOCAL LAND CHARGE**

8.1 This Deed is a local land charge and is intended to be registered as such.

EXECUTED AS A DEED by the London Legacy Development Corporation (acting in its capacity as local planning authority) on the date which first appears in this Deed.

SCHEDULE 1

THE OWNER'S INTERESTS IN THE DEVELOPER'S LAND (TITLE NUMBERS)

1. EGL356763;
2. EGL533913;
3. EGL558925.

THE COMMON SEAL of THE LONDON)

LEGACY DEVELOPMENT CORPORATION)

was hereunto affixed in the presence of:)



Authorised signatory

Handwritten signature in black ink.

APPENDIX 1
UCL SECTION 106 AGREEMENT

DATED _____ **2018**

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) UNIVERSITY COLLEGE LONDON

**PLANNING OBLIGATION
BY AGREEMENT
RELATING TO LAND WITHIN THE QUEEN
ELIZABETH OLYMPIC PARK BOUNDED TO
THE WEST BY CITY MILL RIVER, TO THE EAST
BY CARPENTERS ROAD, TO THE SOUTH BY
THE LOOP ROAD AND MONTFICHET ROAD
AND TO THE NORTH BY THORNTON STREET
AND POOL STREET**



Pinsent Masons

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THIS AGREEMENT is made on

2018

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**"); and
- (2) **UNIVERSITY COLLEGE LONDON** of Gower Street, London WC1E 6BT (the "**UCL**")

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 London Legacy Development Corporation is both the local planning authority for the Site and the proprietor of the freehold interests of the land and estate that comprise the Site. As such it cannot contract with itself and therefore the LLDC Freeholder cannot be a party to this Agreement so as to bind its freehold interests in the land and estate that comprise the Site into the covenants given by UCL in this Agreement and so, instead, the LLDC Freeholder has entered into the Landowner Unilateral Undertaking on the same date as this Agreement.
- (C) UCL has the benefit of the Agreement for Lease. Under the terms of the Agreement for Lease UCL will draw down long leases of the UCL Land in phases. Pursuant to the Agreement for Lease, LLDC Freeholder must act reasonably to permit access to those areas of land outside the UCL Land which are within the LLDC Freeholder's ownership, as necessary to discharge the obligations in this Agreement.
- (D) Clause 4.2 has been included so that any freehold or leasehold interests in the Site which derive from the LLDC Freeholder's interests are bound into a section 106 agreement on identical terms to this Agreement.
- (E) UCL's agent submitted the Planning Application to the LPA on 26 May 2017.
- (F) On 28 November 2017 the LPA resolved to grant the Planning Permission subject to the completion of this Agreement.
- (G) The LPA and UCL agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (H) Accordingly the LPA and UCL 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"	means Town and Country Planning Act 1990
"2011 Act"	means Localism Act 2011
"Academic D1 Floorspace"	means the academic (D1) floorspace provided as part of the Development

"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Agreement for Lease"	means an agreement for lease of premises known as UCL East Queen Elizabeth Park Stratford London made between LLDC (1) and UCL (2) dated 1 April 2015 as varied on 4 August 2015 and 18 April 2018
"Approve"	means written approval from the Party to whom the Submitted Document has been submitted and "Approval" and "Approved" cognate expressions shall be construed accordingly
"Commencement"	<p>means beginning of the Development (or where Commencement or Commence is used in the context of part of the Development commencement shall mean beginning of that part) as defined in section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include:-</p> <ul style="list-style-type: none"> (a) site clearance and preparation (b) archaeological investigation (c) investigations for the purposes of assessing contamination (d) other ground and site surveying (e) construction of temporary access and temporary internal roads for construction purposes only (f) remediation works associated with decontamination (g) erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security (h) provision of temporary accommodation reasonably required for construction purposes only (i) preliminary landscaping works including tree protection (j) diversion of Utility Undertakers equipment/apparatus <p>and "Commence" and "Commenced" shall be construed accordingly</p>
"Completion"	means completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and "Completed" shall be

	construed accordingly
"Comply"	means implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge
"Confirmatory Deed"	means the draft form of deed attached at Appendix 12
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission and any Subsequent Planning Permission
"Development Plot"	means the development plots shown on the plan attached at Appendix 6
"Dispute"	means 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"	means an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute
"GEA"	means as defined in the RICS Code of Measuring Practice (6th Edition) and for the avoidance of doubt excludes ancillary infrastructure, utility elements, rooftop and basement plant, car parking floorspace within buildings, external parking areas winter gardens and any other amenity space
"GIA"	means as defined in the RICS Code of Measuring Practice (6th Edition)
"Index"	means:- <ul style="list-style-type: none"> (a) in respect of the First Local Connectivity Enhancements Contribution, the Second Local Connectivity Enhancements Contribution, the Bus Stops Contribution and the Price Per Carbon Tonne, the Building Cost Information Service All-in Tender Price Index; and (b) in respect of the Bus Enhancements Contribution, the RPI <p>or if either index shall cease to be published such equivalent alternative related index as agreed by the relevant Parties</p>
"Indexed"	means in relation to any sum that it is to be increased in accordance with Clauses 6.2 and 6.3
"Landowner Unilateral Undertaking"	means the deed of unilateral undertaking dated on the same date as this Agreement and entered into by

	the London Legacy Development Corporation in its capacity as owner of the freehold interests in the land and estate that comprise the Site so as to bind those interests into the obligations given by UCL in this Agreement
"LCS S106 Agreement"	means the section 106 agreement dated 28 September 2012 and made between (1) Olympic Delivery Authority; (2) London Legacy Development Corporation; (3) Transport for London
"LLDC Freeholder"	means the London Legacy Development Corporation in its capacity as the proprietor of the freehold interests that comprise the Site
"LPA Response Date"	means not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where:- <ul style="list-style-type: none"> (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
"Occupy" and "Occupation"	means beneficial occupation for any purpose for which Planning Permission and any Subsequent Planning Permission has been granted in respect of the relevant building, structure or part of the Site but not including occupation for the purposes of construction, fit out, marketing or provision of on-site security during the period of construction and "Occupants" shall be construed accordingly
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean any one of them
"Phase 1"	means the first phase of the Development as shown on the plan attached at Appendix 3
"Phase 2"	means the second phase of the Development as shown on the plan attached at Appendix 4
"Planning Application"	means the application for outline planning permission submitted to the LPA and given reference number 17/00235/OUT by the LPA seeking outline consent for the new development of the UCL East campus providing a comprehensive mixed use development of up to 190,800 sqm of academic

development (Class D1), commercial research spaces (Class B1(b)), student accommodation (sui generis) and retail (Classes A1-A5 uses)

"Planning Permission"

means the planning permission subject to conditions that may be granted by the LPA on the determination of the Planning Application for the proposals within the Planning Application, a draft of which is contained in Appendix 2

"QEOP"

means the Queen Elizabeth Olympic Park the boundary of which is shown edged red on the plan attached at Appendix 9

"Reasonable Endeavours"

means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected:-

- (a) in the case of the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions duties and purposes and
- (b) in the case of UCL, of a competent commercial developer in the context of the Development (or part of the Development) and
- (c) in the case of UCL when acting in its capacity as an education institution being in Occupation of the Development (or part of the Development) of a prudent equivalent higher educational institution

"Refusal Notice"

means a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve, the reasons why it is refusing to Approve such Submitted Document and the Report Amendments

"Report Amendments"

means those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document

"Requisite Consents"

means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders 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
"Reserved Matters"	has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015
"Restriction"	means the restriction that the LLDC Freeholder is required to enter onto the freehold titles that comprise the Site pursuant to clause 4.3 of the Landowner Unilateral Undertaking
"RPI"	means the Retail Prices Index (All Items Index) published by the Office of National Statistics
"Section 73 Application"	means an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
"Section 73 Permission"	means planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require
"Site"	means the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan identified with drawing number CED-UCLE-DWG-S106-RED-001 which is attached at Appendix 1
"Student Accommodation"	means the floorspace described in the Planning Application as student accommodation (sui generis)
"Student Accommodation Unit"	means each bed space of Student Accommodation the layout of which will be shown in the relevant Reserved Matters approvals
"Submitted Document"	means any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement
"Subsequent Planning Permission"	means any Section 73 Permission and "Subsequent Planning Permissions" shall mean such two or more of them as the context shall require
"TfL"	means Transport for London of 55 Broadway, London SW1H 0BD
"TfL Contributions Deed"	means a deed in the form attached at Appendix 13
"UCL Land"	means the entirety of the land and estate located within the Site and over which UCL will be granted leasehold interests pursuant to the Agreement for Lease the demise of which is shown edged red on the two plans which are identified with drawing numbers 'MB-POOLST-1' and 'MB-POOLST-2' respectively and which are attached at Appendix 1

"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"

means 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 a Schedule to this Agreement;
- (e) table is to a table of a Schedule to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) plan is to a plan annexed to this Agreement as an Appendix;

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

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

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

1.2.4 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;

1.2.5 references to the Site include any part of it;

1.2.6 references to the UCL Land include any part of it;

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 subject to Clauses 2.4, 2.6, 2.7, and 2.8, references to UCL include:-
- (a) persons deriving title from UCL; and
 - (b) UCL's successors, assigns, transferees;
- 1.2.9 "including" means "including without limitation";
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by UCL 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;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s).
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 The "**Agreement**" includes the Schedules and Recitals to this Agreement.
- 1.5 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction, certificate, Approval agreement or other consent to be given or made by the LPA, such expression of satisfaction, certificate, Approval agreement or other consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or agreement or other consent for the purposes of this Agreement.
- 1.8 Where in this Agreement the fulfilment of an obligation, covenant or undertaking is subject to the obtaining or securing of Requisite Consents the Party obliged to fulfil that obligation, covenant or undertaking shall:-
- 1.8.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site on land within the ownership or control of the person obliged to attempt to secure such Requisite Consents; and
 - 1.8.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site or on land that is not within its ownership or control

PROVIDED THAT in each case if UCL in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent, it shall not be able to rely upon the fact of having done so to use this Clause 1.8 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to:-

2.1.1 section 106 of the 1990 Act; and

2.1.2 (in so far as this Agreement does not contain planning obligations entered into pursuant to section 106 of the 1990 Act) sections 201, 205 and 206 of the 2011 Act.

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.

2.3 The obligations, covenants and undertakings on the part of UCL in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the UCL Land and, subject to Clauses 2.6, 2.7 and 2.9, the said obligations, covenants and undertakings on the part of UCL are entered into with the intent that they shall be enforceable not only against UCL but subject to Clause 2.3 also against any successors in title to or assigns of UCL and/or any person claiming through or under UCL an interest or estate in the UCL Land (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the UCL Land in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201, 205 and 206 of the 2011 Act.

2.4 References to "UCL" or "University College London" in the following Clauses and paragraphs shall mean University College London of Gower Street, London WC1E 6BT only and shall not include its successors in title:

2.4.1 in the definition of "Non-UCL Students" contained in paragraph 2 (Definitions) of Schedule 2;

2.4.2 in the definition of "UCL Students" contained in paragraph 2 (Definitions) of Schedule 2

2.4.3 in paragraph 2.6 of Part 1 of Schedule 2; and

2.4.4 in paragraph 3 of Part 1 of Schedule 2.

2.5 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 respective statutory powers functions or discretions.

2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the UCL Land or its interest in respect of that part of the UCL Land on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

2.7 Subject to Clause 2.8 this Agreement shall not be enforceable against individual occupiers of the Student Accommodation (whether under licence or tenancy agreement or otherwise) or individual lessees or occupiers of the individual retail units.

2.8 The obligation in paragraph 2.3 of Schedule 9 shall, subject to Clause 2.6, be binding on the individual occupier or lessee of the Health Centre (as defined in Schedule 9).

- 2.9 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.10 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham and its respective statutory successors in function.
- 2.11 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:-
- 2.11.1 subject to Clause 2.11.2, if, following the conclusion of such proceedings or challenge, any part of the Planning Permission is quashed then without prejudice to any liability which may have arisen pursuant to this Agreement prior to it being quashed, the provisions of this Agreement will cease to have any further effect as from the date upon which the Planning Permission is quashed save to the extent (if at all) that this Agreement remains relevant to any part of the Planning Permission which has not been quashed;
- 2.11.2 if Development is Commenced or (as applicable) continued under that part of the Planning Permission which has been quashed, the provisions of this Agreement relevant to such Development will remain in full force and effect and the LPA shall be entitled to enforce the obligations, covenants and undertakings of this Agreement to the extent they relate to such Development; and
- 2.11.3 the LPA shall as soon as reasonably practicable notify UCL of the bringing of such proceedings or challenge.
- 2.12 Wherever in this Agreement reference is made to a date on which "proceedings or challenge in relation to the Planning Permission are concluded" (or cognate or similar expressions are used), the following provisions have application:-
- 2.12.1 proceedings by way of judicial review are concluded:-
- (a) when permission to apply for judicial review has been refused and no further application may be made; or
- (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (c) when any appeal is finally determined.
- 2.12.2 proceedings under section 288 of the 1990 Act or in respect of any other legal challenge are concluded:-
- (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (b) when any appeal is finally determined.
- 2.13 Save where a Subsequent Planning Permission has been granted which remains extant, this Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of UCL) modified.

2.14 Other than the Planning Permission and any Subsequent Planning Permission, nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

3. **CONDITIONALITY**

3.1 Clauses 1 to 17 of this Agreement shall take effect on the date of this Agreement PROVIDED THAT insofar as the covenants in Clauses 4 and 5 relate to the compliance and performance of the obligations, covenants, undertakings and restrictions contained within the Schedules to this Agreement they shall take effect subject to the provision of sub-Clauses 3.2 and 3.3.

3.2 Save where expressly stated otherwise the obligations, covenants, undertakings and restrictions contained in the Schedules to this Agreement are conditional upon and shall not take effect until:-

3.2.1 the Planning Permission has been granted; and

3.2.2 subject to Clause 3.3 the Commencement of Development by UCL.

3.3 Notwithstanding sub-Clause 3.2.2 the following obligations shall take effect from the date Planning Permission is granted:

3.3.1 paragraph 2.1.1 of Schedule 1;

3.3.2 Part 2 of Schedule 2;

3.3.3 paragraph 2.1 of Schedule 3;

3.3.4 paragraph 2.1 of Schedule 4;

3.3.5 paragraph 6.1 of Schedule 7; and

3.3.6 paragraph 2.1 of Schedule 10.

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

4.1 UCL on behalf of itself and its successors in title to the UCL Land covenants with the LPA that it shall:-

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants, undertakings and restrictions on the part of UCL contained in this Agreement;

4.1.2 not encumber or otherwise deal with its interest in the UCL Land or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;

4.1.3 notify the LPA of the following dates and information at least 5 (five) Working Days prior the date on which it is anticipated that each of the following will occur:-

(a) Commencement of Development;

(b) first Occupation of the Development;

(c) Completion of each Development Plot;

(d) three months prior to the Occupation of Phase 1;

(e) Occupation of Phase 1;

- (f) Occupation of any Student Accommodation in Phase 1;
- (g) Occupation of any Student Accommodation in the Pool Street East Development Plot;
- (h) Occupation of any Student Accommodation on the Marshgate 3 Development Plot;
- (i) 600 (six hundred) Student Accommodation Units being in Occupation;
- (j) 80,000 (eighty thousand) square metres (GIA) of Academic D1 Floorspace being in Occupation;
- (k) Commencement of Phase 2;
- (l) Occupation of Phase 2; and
- (m) UCL entering into a DBFO Contract (as defined in Schedule 2) (if applicable).

4.2 In the event that UCL acquires a leasehold interest in the Site or any part thereof directly from the LLDC Freeholder or from the LLDC Freeholder's successors in title whether pursuant to the Agreement for Lease or otherwise or in the event that it acquires a freehold interest in the Site or any part thereof UCL shall as soon as reasonably practicable enter into a Confirmatory Deed so that the interest it has acquired in the Site or any part thereof is bound by the obligations, covenants, undertakings and restrictions on its part that are contained within this Agreement PROVIDED THAT this Clause 4.2 shall not apply where the interest acquired by UCL is either an interest that is already bound by a Confirmatory Deed pursuant to the requirements of this Clause 4.2 or it is an interest that is derived from an interest that is bound by a Confirmatory Deed.

4.3 UCL acknowledges and declares that its interest under the Agreement for Lease or any replacement agreement for lease shall take subject to the Restriction.

5. THE LPA'S COVENANTS WITH UCL

5.1 The LPA covenants with UCL 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

5.2 Subject to Clause 5.3 the LPA covenants following its receipt of the same to pay the Bus Enhancements Contribution and the Bus Stops Contribution to TfL.

5.3 The requirement on the LPA to pay the Bus Enhancements Contribution and the Bus Stops Contribution to TfL is conditional upon the LPA and TfL having entered into the TfL Contributions Deed.

5.4 The LPA shall use all reasonable endeavours to enter into the TfL Contributions Deed as soon as reasonably practicable after the date of this Agreement and once the TfL Contributions Deed has been completed the LPA shall provide a copy of it to UCL.

6. FINANCIAL CONTRIBUTIONS AND INDEXATION

6.1 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.

6.2 Unless otherwise stated in this Agreement 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 third quarter of 2017 until the date such sums are paid.

- 6.3 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.
- 6.4 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment at 2% above the base rate of a clearing bank to be approved by the LPA.
- 6.5 Following receipt of any payments or financial contributions from UCL pursuant to any obligations contained in this Agreement, the LPA covenants and undertakes to apply such payments or financial contributions only for the purposes specified in this Agreement PROVIDED THAT for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by UCL (as applicable).
- 6.6 Save where expressly stated to the contrary, the LPA shall return to the person who paid to the LPA the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the tenth anniversary of payment by UCL including for the avoidance of doubt any unspent parts of the Bus Enhancements Contribution and/or the Bus Stops Contribution provided that they have been returned to the LPA by TfL.

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 2 (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

UCL:-

Address: University College London
Gower Street
London
WC1E 6BY

For the attention of: Stephen Wells

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

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 UCL for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) UCL shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

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

9. VERIFICATION AND ENFORCEMENT

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

10. REFUSAL NOTICE

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

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

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

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

10.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 11.

- 10.3 In the event UCL confirms that it does not accept the Report Amendments the following provisions apply:-
- 10.3.1 not more than 5 (five) Working Days after such confirmation UCL and the LPA shall meet to discuss the Report Amendments and the Submitted Document;
 - 10.3.2 in the event that UCL 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 11 shall apply;
 - 10.3.3 in the event that UCL 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 UCL 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 UCL whether or not it Approves the revised Submitted Document PROVIDED THAT in the event that the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.
- 10.4 In the event that the LPA does not Approve the Submitted Document within the time period for Approving Submitted Documents set out in the Schedule to which the Submitted Document relates the following provisions shall apply:-
- 10.4.1 not more than 5 (five) Working Days after the expiry of the time period for such Approval being made UCL and the LPA shall meet to discuss the Submitted Document;
 - 10.4.2 in the event UCL 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 11 shall apply;
 - 10.4.3 in the event UCL 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 UCL 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 UCL 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 11 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 UCL 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 11 shall apply.
- 10.5 The LPA and UCL may in agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 10.1 to 10.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.
11. **DISPUTE RESOLUTION**
- 11.1 One party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.
- 11.2 The Notice must specify:-
- 11.2.1 the nature, basis and brief description of the Dispute;

- 11.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
- 11.2.3 the proposed Expert.
- 11.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 11.7 provides otherwise) to nominate the Expert at their joint expense.
- 11.4 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.
- 11.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 11.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 11.7 In respect of the following Schedules where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following to nominate the Expert at their joint expense:
 - (a) where the dispute relates to Schedule 1 (Transport), the President of the Chartered Institute of Highways and Transportation;
 - (b) where the dispute relates to Schedule 2, Part 2 (Request for Variation of Cap on Non-UCL Student Occupation), the President of the Royal Institution of Chartered Surveyors

12. NO WAIVER

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

13. DUTY TO ACT REASONABLY AND IN GOOD FAITH

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

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

- 14.1 Subject to Clause 14.2 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.
- 14.2 The Parties agree that Clause 5.4 shall be enforceable by TfL pursuant to section 1 of the Contracts (Rights of Third Parties) Act 1999.

15. JURISDICTION AND LEGAL EFFECT

- 15.1 This Agreement shall be governed by and interpreted in accordance with the law of England.
- 15.2 The provisions of this Agreement (other than this Clause 15.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

16. TERMINATION OF THE AGREEMENT FOR LEASE

16.1 In the event that the Agreement for Lease is terminated and provided that a copy of the notice terminating the Agreement for Lease has been provided to the LPA the obligations contained within the Schedules to this Agreement shall from the date of such notice is provided to the LPA no longer be enforceable against UCL PROVIDED THAT:

- 16.1.1 this Clause 16 shall cease to be of any effect if UCL Commences the Development;
- 16.1.2 nothing in this Clause 16 shall absolve UCL from liability in respect of any breaches that occur before such notice is provided to the LPA; and
- 16.1.3 in the event that the Agreement for Lease is terminated but UCL takes a new interest in the Site (whether in the form of a new agreement for lease or otherwise) this Agreement shall continue to be fully enforceable against UCL and effect notwithstanding the termination of the Agreement for Lease PROVIDED FURTHER THAT this Clause 16 shall apply mutatis mutandis to any new agreement(s) for lease that UCL may enter into.

17. EXECUTION

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

SCHEDULE 1

TRANSPORT

1. DEFINITIONS

"Bus Enhancements"	means: <ul style="list-style-type: none">(a) capacity enhancements to and/or re-routing of and/or extensions to bus services in order to service the Development and satisfy customer demand generated by the Development including (but not limited to) the re-routing of bus services and/or the extension of bus services through the Development along those corridors (or others agreed between the LPA and TfL in consultation with UCL) shown on the Bus Service Enhancement Plan; and(b) any other relevant bus service enhancement considered by TfL to be suitable for servicing or supporting the Development
"Bus Enhancements Contribution"	means the sum of £1,749,091 (one million seven hundred and forty nine thousand and ninety one pounds) Indexed to be used by the LPA as contribution towards the Bus Enhancements
"Bus Service Enhancement Plan"	means the plan attached at Appendix 5
"Bus Stops Contribution"	means the sum of £33,577 (thirty three thousand five hundred and seventy seven pounds) Indexed to be used for the provision of two new bus stops on Siding Street located as close as reasonably possible to the Site in accordance with TfL Bus Stop Accessibility Guidance
"First Local Connectivity Enhancements Contribution"	means the sum of £1,966,423 (one million nine hundred and sixty six thousand four hundred and twenty three pounds) Indexed to be used by the LPA as a contribution towards Local Connectivity Enhancements
"Local Connectivity Enhancements"	means works to carriageways, cycle lanes, footways and crossings including regrading, resurfacing and repositioning of street furniture/lighting along the following: <ul style="list-style-type: none">(a) Montfichet Road;(b) Pool Street;(c) Carpenters Road;(d) Warton Road;(e) Siding Street;(f) Marshgate Lane to improve connectivity for pedestrians and cyclists using the Development
"Second Local	means the sum of £1,250,909 (one million two hundred and fifty

**Connectivity
Enhancements
Contribution"**

thousand nine hundred and nine pounds) Indexed to be used by the LPA as a contribution towards Local Connectivity Enhancements

2. PAYMENT OF CONTRIBUTIONS

2.1 UCL shall pay the following:-

2.1.1 the First Local Connectivity Enhancements Contribution to the LPA prior to the Commencement of Phase 1;

2.1.2 the Bus Stops Contribution to the LPA prior to the later of:

(a) Commencement of Phase 1; and

(b) the date which is 10 Working Days of the receipt by UCL of the copy of the completed TfL Contributions Deed referred to in Clause 5.4;

2.1.3 the Bus Enhancements Contribution to the LPA prior to the later of:

(a) the Occupation of Phase 2; and

(b) the date which is 10 Working Days of the receipt by UCL of the copy of the completed TfL Contributions Deed referred to in Clause 5.4;

2.1.4 the Second Local Connectivity Enhancements Contribution to the LPA prior to the Occupation of Phase 2.

2.2 UCL covenants that it shall not:-

2.2.1 Commence Phase 1 until the monies referred to at paragraphs 2.1.1 and (providing that a copy of the completed TfL Contributions Deed has been provided to UCL) 2.1.2 have been paid to the LPA;

2.2.2 Occupy Phase 2 until the monies referred to at paragraphs 2.1.4 and (providing that a copy of the completed TfL Contributions Deed has been provided to UCL) 2.1.3 have been paid to the LPA.

SCHEDULE 2

STUDENT ACCOMMODATION

1. RECITALS

- 1.1 UCL is currently considering the merits of entering into a DBFO Contract. If a DBFO Contract is entered into UCL will use the Capital Consideration it receives pursuant to the DBFO Contract towards the funding of the Marshgate 1 Development with the intention that upon Completion it meets at least the Target Area Size.
- 1.2 Prior to its entering into this Agreement UCL made certain assumptions as to the amount of the Capital Consideration it would achieve. These assumptions did not include the imposition of the cap on occupancy which is contained at paragraph 2.6 of this Schedule 2.
- 1.3 If, having gone to the market for tenders in response to the proposed DBFO Contract, UCL's preferred bidder offers Capital Consideration of less than £20,000,000 (twenty million pounds) UCL requires the ability to make an application to the LPA to amend paragraph 2.6. This process is set out in Part 2 of this Schedule 2.

2. DEFINITIONS

"Affordable Student Accommodation Units"	means a Student Accommodation Unit that is made available at a annual rent which does not exceed 55% of the maximum student maintenance loan for living costs available to a UK full-time student in London living away from home for the relevant academic year
"Capital Consideration"	means the capital monies to be received by UCL as consideration for it entering into a DBFO Contract
"Capital Consideration Report"	means a report setting out how UCL will spend the Capital Consideration which shall be either: (a) if the Marshgate 1 Development has been commenced but not been Completed to the Target Area Size before the date of the Capital Consideration Report investment of the Capital Consideration into the Marshgate 1 Development along with a commitment for it to be Completed to the Target Area Size; or (b) for investment into the construction of another part of the Development; or (c) for such other purpose as may be agreed between UCL and the LPA
"DBFO Contract"	means a design, build, finance and operate contract in respect of the Pool Street West Development under which UCL will not provide any rent or occupancy guarantee in relation to the Student Accommodation Units that will be comprised within the Pool Street West Development
"Higher Education Institution"	means Higher Education Funding Council for England (HEFCE) approved institutions
"Marshgate 1 Development"	means the development permitted by the Planning Permission on the Marshgate 1 Development Plot
"Marshgate 1 Development"	means the development plot shown on the plan contained in

"Plot"	Appendix 6 and marked 'Plot 1'
"Marshgate 3 Development Plot"	means the development plot shown on the plan contained in Appendix 6 and marked 'Plot 3'
"Nomination Rights"	means: <ul style="list-style-type: none"> (a) in relation to Part 1 of this Schedule 2 rights granted to a Higher Education Institution to nominate any of its students to become Occupants of a Student Accommodation Unit; (b) in relation to Part 2 of this Schedule 2 rights granted to a Higher Education Institution to nominate any of its students to become Occupants of a Proposed Non-UCL Student Accommodation Unit
"Nominated Non-UCL Students"	means students who are nominated to Occupy a Student Accommodation Unit pursuant to Nomination Rights
"Non-UCL Students"	means students enrolled in a full-time higher education course at a Higher Education Institution which is not University College London
"Non-UCL Student Cap"	means the cap on the number of Student Accommodation Units which may be Occupied by Nominated Non-UCL Students and which is contained at paragraph 2.6 of this Schedule 2
"Non-UCL Student Cap Application"	means an application in writing by UCL to the LPA which requests an amendment to the Non-UCL Student Cap
"Pool Street East Development Plot"	means the development plot shown on the plan contained in Appendix 6 and marked as 'Pool Street East'
"Pool Street West Development"	means the development permitted by the Planning Permission on the Pool Street West Development Plot
"Pool Street West Development Plot"	means the development plot shown on the plan attached at Appendix 6 and marked 'Pool Street West'
"Preferred Bidder"	means UCL's preferred bidder to enter into the DBFO Contract
"Proposed Non-UCL Student Accommodation Units"	means those Student Accommodation Units which UCL proposes would be permitted to be Occupied by Nominated Non-UCL Students and/or Un-Nominated Non-UCL Students and which are identified in a Non-UCL Student Cap Application
"PSW Baseline UCL Occupation"	means not less than 90% of the Student Accommodation Units being Occupied by UCL Students
"Residency Agreements"	means tenancy or licence of a Student Accommodation Unit between UCL and a student
"Target Area Size"	means 32,000 square metres (GEA)
"Term"	means an academic term of UCL
"UCL Centre for Languages and International Education"	means the UCL institute that offers a range of degree preparation courses for undergraduate and Graduate international students, as well as UCL summer schools

"UCL Students"	means students enrolled in a full-time higher education course at University College London
"Un-Nominated Non-UCL Students"	means students enrolled in a full-time higher education course at a Higher Education Institution which is not University College London and whose Occupation or proposed Occupation of a Student Accommodation Unit is not pursuant to Nomination Rights
"University of London Affiliate Colleges"	means:- <ul style="list-style-type: none"> (a) London School of Hygiene and Tropical Medicine (b) School of Advanced Study (c) The London School of Economics and Political Science (d) King's College London (e) University of London Institute in Paris (f) Royal Holloway, University of London (g) Heythrop College (h) SOAS University of London (i) The Royal Veterinary College (j) Queen Mary University of London (k) Birkbeck, University of London (l) St George's, University of London (m) Royal Academy of Music (n) London Business School (o) Institute of Cancer Research, London (p) Courtauld Institute of Art (q) City, University of London (r) The Royal Central School of Speech and Drama (s) Goldsmiths, University of London
"Vacant Student Accommodation Unit"	means any Student Accommodation Unit in relation to which a Residency Agreement has not been entered into
"Valid Non-UCL Student Cap Application"	means a Non-UCL Student Cap Application which contains all of the information as set out in paragraph 5 of Part 2 of this Schedule and, if applicable, the information required by paragraph 6 of Part of this Schedule
"Viability Assessment"	means an assessment undertaken by UCL of the viability of the Pool Street West Development in order to determine the maximum reasonable percentage of the Proposed Non-UCL Student

Accommodation Units which can be provided as Affordable Student Accommodation Units and such assessment must include the information set out in Part 2 of Appendix 7

PART 1

BUILD OUT AND OCCUPATION OF STUDENT ACCOMMODATION

1. BUILD OUT RESTRICTIONS

- 1.1 Prior to Occupation of any Student Accommodation in Phase 1, 4,000 square metres (GIA) of Academic D1 Floorspace shall be constructed and Occupied.
- 1.2 UCL covenants not to Occupy, or permit the Occupation of, any Student Accommodation in Phase 1 unless and until 4,000 square metres (GIA) of Academic D1 Floorspace has been constructed and Occupied.
- 1.3 Prior to Occupation of any Student Accommodation on the Pool Street East Development Plot, a minimum of 37,000 square metres (GEA) of Academic D1 Floorspace on the Marshgate 1 Development Plot shall be constructed and Occupied.
- 1.4 UCL covenants not to Occupy, nor permit the Occupation of, the Student Accommodation on the Pool Street East Development Plot until the at least 37,000 square metres (GEA) of Academic D1 Floorspace on the Marshgate 1 Development Plot has been constructed and Occupied.
- 1.5 Prior to Occupation of any Student Accommodation on the Marshgate 3 Development Plot, not less than 20,000 square metres (GEA) of Academic D1 Floorspace within Phase 2 shall be constructed and Occupied.
- 1.6 UCL covenants not to Occupy, or permit Occupation of, any Student Accommodation on the Marshgate 3 Development Plot unless and until not less than 20,000 sqm (GEA) of Academic D1 Floorspace within Phase 2 has been constructed and Occupied.

2. OCCUPANCY – TERM TIME

- 2.1 UCL covenants that during each Term the Student Accommodation Units shall only be Occupied by:
 - 2.1.1 UCL Students; and
 - 2.1.2 subject to paragraph 2.6, Nominated Non-UCL Students

and the process and priorities for such Occupation shall be as set out in paragraphs 2.2 to 2.5 of this Part 1 below.

- 2.2 Prior to the start of each academic year all first year undergraduate and international postgraduate students who are enrolled to study at the Development shall be made an offer by UCL to Occupy a Student Accommodation Unit and UCL covenants that the Student Accommodation shall not be Occupied in any given academic year unless and until all first year undergraduate and international postgraduate students who are enrolled to study at the Development have been made an offer to Occupy a Student Accommodation Unit.
- 2.3 If, following the offers made to students who are enrolled to study at the Development pursuant to paragraph 2.2 of Part 1 of this Schedule, any of Student Accommodation Units are Vacant Student Accommodation Units UCL shall offer those Vacant Student Accommodation Units to second, third and fourth year undergraduates who are enrolled to study at the Development and to other UCL Students.

- 2.4 If, following the offers made pursuant to paragraphs 2.2 and 2.3 of Part 1 of this Schedule, any of the Student Accommodation Units are Vacant Student Accommodation Units at the date which is seven weeks before the start of the forthcoming academic year UCL shall be entitled to offer Nomination Rights in relation to those Vacant Student Accommodation Units to other Higher Education Institutions PROVIDED THAT the offer of such Nomination Rights shall only be made in the following order of priority:-
- 2.4.1 firstly UCL shall for a period of not less than 14 (fourteen) days commencing on the first day of the seven week period referred to in paragraph 2.4 above offer Nomination Rights only to Higher Education Institutions which is located within one of the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest; and
- 2.4.2 if at the expiry of the 14 (fourteen) day period referred to in sub-paragraph 2.4.1 above some of the Student Accommodation Units remain Vacant Student Accommodation Units UCL shall be entitled to offer Nomination Rights to Higher Education Institutions located anywhere within Greater London.
- 2.5 Where Nomination Rights in respect of any Vacant Student Accommodation Unit(s) are accepted by a Higher Education Institution pursuant to paragraph 2.4 above then:
- 2.5.1 UCL shall notify the LPA of the Vacant Student Accommodation Units in respect of which Nomination Rights have been offered and accepted and the details of the Higher Education Institution that has accepted the Nomination Rights; and
- 2.5.2 during the academic year in relation to which those Nomination Rights apply the relevant Student Accommodation Unit(s) shall only be Occupied by Nominated Non-UCL Students.
- 2.6 Subject to the provisions of Part 2 of this Schedule 2, during each academic year, no more than 10% of the Student Accommodation Units shall be Occupied by Nominated Non-UCL Students.

3. OCCUPANCY – NON-TERM TIME

Unless otherwise agreed by the LPA in writing, outside of each Term the Student Accommodation may not be Occupied except by the following persons or classes of person:-

- 3.1 UCL Students;
- 3.2 persons who are employed by UCL and who either work at the Development or who are visiting the Development;
- 3.3 students of the UCL Centre for Languages and International Education who are enrolled on courses that are taking place outside of Term time;
- 3.4 persons attending summer schools run by UCL;
- 3.5 attendees of events being run by the University of London Affiliate Colleges;
- 3.6 attendees of summer schools being run by the University of London Affiliate Colleges;
- 3.7 attendees of conferences that are being run by UCL;
- 3.8 attendees of language schools run in conjunction with UCL PROVIDED THAT a list of such language schools shall be submitted to the LPA for Approval prior to the first Occupation of any of the Student Accommodation Units.

PART 2

REQUEST FOR VARIATION OF CAP ON NON-UCL STUDENT OCCUPATION

Application and Effect

1. This Part 2 shall only apply to the Pool Street West Development.
2. Paragraphs 4 to 12 of this Part 2 shall only apply if UCL notifies the LPA that it intends to enter into a DBFO Contract.
3. Paragraphs 13 to 16 shall apply if UCL has entered into the DBFO Contract and notification has been provided to the LPA that the DBFO Contract has been entered into.

Provisions that apply following notification to the LPA that UCL intends to enter into a DBFO Contract

4. If the Preferred Bidder offers Capital Consideration of less than £20,000,000 (twenty million pounds) UCL may make a Non-UCL Student Cap Application to the LPA.
5. A Non-UCL Student Cap Application must:-
 - 5.1 set out the change required to the Non-UCL Student Cap;
 - 5.2 contain at least the information set out in Part 1 of Appendix 7; and
 - 5.3 confirm whether:
 - 5.3.1 some or all of the Proposed Non-UCL Student Accommodation Units will only be Occupied by Nominated Non-UCL Students and UCL shall provide the details of the Higher Education Institutions to which Nomination Rights have been or will be granted; and/or
 - 5.3.2 some or all of the Proposed Non-UCL Student Accommodation Units will be Occupied by any Un-Nominated Non-UCL Students.
6. If as part of the Non-UCL Student Cap Application UCL provides confirmation pursuant to subparagraph 5.3.2 that some or all of the Proposed Non-UCL Student Accommodation Units are proposed to be Occupied by Un-Nominated Non-UCL Students UCL must seek to provide the maximum reasonable amount of the Proposed Non-UCL Student Accommodation Units that are to be made available for Occupation by Un-Nominated Non-UCL Students as Affordable Student Accommodation Units and the Non-UCL Student Cap Application shall also include the following:
 - 6.1 details of the number and location of the Proposed Non-UCL Student Accommodation Units that will be provided as Affordable Student Accommodation Units; and
 - 6.2 a Viability Assessment if the number of Affordable Student Accommodation Units that are being offered is less than 35% of the total number of the Proposed Non-UCL Student Accommodation Units that UCL require to be made available for Occupation by Un-Nominated Non-UCL Students.
7. Within 20 (twenty) Working Days following its receipt of a Valid Non-UCL Student Cap Application the LPA shall respond in writing to UCL stating:-
 - 7.1 in respect of UCL's proposals to change the Non-UCL Student Accommodation Cap:
 - 7.1.1 that it agrees to UCL's requested change to the Non-UCL Student Cap; or
 - 7.1.2 that it disagrees with UCL's requested change to the Non-UCL Student Cap but that it agrees that the Non-UCL Student Cap should change and the response shall set out the LPA's proposal for a change to the Non-UCL Student Cap; or

- 7.1.3 that it disagrees with UCL's requested change to the Non-UCL Student Cap and that it considers that the Non-UCL Student Cap should not change.
- 7.2 in respect of the Viability Assessment (if provided):
- 7.2.1 that it rejects (with reasons) the conclusions of the Viability Assessment (as submitted); or
- 7.2.2 it accepts the conclusions of the Viability Assessment as submitted or as revised following a review between the Developer and the LPA, and the amount of the Affordable Student Accommodation Units to be provided.
8. In the event that the LPA's response to a Valid Non-UCL Student Cap Application is made pursuant to:-
- 8.1 paragraph 7.1.1 or paragraph 7.1.2 and UCL agrees with the LPA's proposed change to the Non-UCL Student Cap; and
- 8.2 if a Viability Assessment has been provided and is accepted by the LPA pursuant to paragraph 7.2.2
- UCL and the LPA shall subject to paragraph 12 enter into a deed made under section 106A(1)(a) of the 1990 Act so as to vary paragraph 2.6 of Part 1 of this Schedule accordingly and to secure the provision of the Affordable Student Accommodation Units which are identified in the Valid Non-UCL Student Cap Application.
9. In the event that the LPA's response to a Valid Non-UCL Student Cap Application is made pursuant to any of paragraphs 7.1.2, 7.1.3 or 7.2.1 and UCL disagrees with that response the Parties shall use their Reasonable Endeavours to come to an agreement as to what the change to the Non-UCL Student Cap should be and/or the proportion of the Proposed Non-UCL Student Accommodation Units that shall be provided as Affordable Student Accommodation Units.
10. If paragraph 9 applies and despite using their Reasonable Endeavours the Parties have not been able to reach agreement as to:
- 10.1 what the change to the Non-UCL Student Cap should be; and/or
- 10.2 the proportion of the Proposed Non-UCL Student Accommodation Units that shall be provided as Affordable Student Accommodation Units
- by the date which is 20 (twenty) Working Days from the date of the LPA's response pursuant to paragraph 7 either of them may refer the matter to dispute resolution pursuant to Clause 11.
11. The LPA shall be entitled to:-
- 11.1 recover from UCL its reasonable and properly incurred internal costs (including officer time) incurred pursuant to all requirements of this Part 2 of this Schedule 2; and
- 11.2 instruct external consultants to act on its behalf to review and assess the Non-UCL Student Cap Application and the Viability Assessment (if applicable) and recover from UCL the LPA's reasonable and properly incurred costs of that review and subsequent advice to the LPA and in respect of any negotiations between the Parties; and
- 11.3 UCL shall pay such costs within 10 (ten) Working Days of written demand from the LPA.
12. The LPA and UCL agree that in respect of any deed that is made under section 106A(1)(a) of the 1990 Act so as to vary paragraph 2.6 of Part 1 of this Schedule and, if applicable, to secure the provision of Affordable Student Accommodation Units:

- 12.1 if the LPA considers that the proposed variation to paragraph 2.6 of Part 1 of this Schedule would result in a material change to PSW Baseline UCL Occupation the LPA may refer the proposed deed to the its Planning Committee for approval and the requirement on the LPA to enter into the deed shall be conditional upon the Planning Committee's resolution to agree to enter into the deed; and
- 12.2 subject to paragraph 12.1 the deed shall be entered into simultaneously with the DBFO Contract and not before.

Provisions that apply following UCL having entered into a DBFO Contract

13. UCL covenants to use the Capital Consideration towards the funding of the Marshgate 1 Development so that it achieves the Target Area Size.
14. If the Marshgate 1 Development has not been Completed to the Target Area Size by the date which is 4 (four) years from the date on which the Development is Commenced UCL shall submit to the LPA for approval the Capital Consideration Report.
15. UCL covenants that Phase 2 shall not be Commenced until either:
- 15.1 the Marshgate 1 Development has been Completed to the Target Area Size; or
- 15.2 the Capital Consideration Report has been Approved by the LPA.
16. If the Capital Consideration Report has been Approved by the LPA UCL covenants that the Capital Consideration shall be applied only in accordance with the Approved Capital Consideration Report.

SCHEDULE 3

ESTATE MANAGEMENT, OPEN SPACE AND PUBLIC REALM

1. DEFINITIONS

- "Access Routes"** means the access and circulation routes through the Site which are shown coloured blue on the plan attached at Appendix 8 and "Access Routes" shall be construed accordingly
- "Estate Management Strategy"** means the estate management strategy which shall contain at least the following details:-
- (a) management arrangements to be undertaken when Events are being held at the London Stadium and in the QEOP
 - (b) management of the Student Accommodation
 - (c) management and maintenance of the Public Realm, Open Space and Access Routes and
 - (d) a commitment from UCL that it will not seek to recover from the LPA or the operator of the London Stadium any costs incurred in respect of security arrangements or managing access through the Site on days when Events are being held at the London Stadium save in respect of any reasonable costs that the operator of the London Stadium may agree to cover
- "Event"** means an event at the London Stadium and/or within the QEOP with a capacity of greater than 25,000 people or less than 25,000 where SAG have advised that other events should not be held at the same time
- "Interim Uses Strategy"** means the interim use strategy which will demonstrate how UCL will seek to activate the unoccupied and undeveloped parts of the UCL Land and the strategy shall contain the following:-
- (a) an indication of the broad location and extent of the land for interim uses (which will vary from time to time)
 - (b) an initial programme of activity for the interim uses
 - (c) identification of the possible range of land uses to be comprised in the interim uses (which will vary from time to time)
 - (d) principles for the management and maintenance of interim uses
 - (e) interface between the anticipated interim uses and the construction and operation of the Development Plots
 - (f) interface between developed and undeveloped parts of the Site and
 - (g) how the interim uses will interface with other events in the

QEOP

"Open Space"	means the minimum provision of at least 2.5 hectares of publicly accessible open space within the Site which shall be maintained and shall be freely accessible to the general public at all times subject to Permitted Closures in accordance with the Approved Estate Management Strategy
"Open Space Plan"	means a plan for the provision of the Open Space which shall contain details as to delivery, layout, management and maintenance (including repair, renewal, cleaning and keeping tidy) of the Open Space
"Permitted Closures"	<p>means temporary closure of the Access Route in question or any part thereof in the following circumstances:-</p> <ul style="list-style-type: none">(a) with the prior written approval of the LPA where the LPA is satisfied that such temporary closure is necessary in the interests of public safety or is required for the purposes of essential maintenance, repair, cleansing, renewal or resurfacing works within the Access Route in question or for any other reasonable and proper purpose;(b) with the prior written approval of the LPA where the LPA is satisfied that such temporary closure is necessary 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) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;(d) temporary closures which are necessary to ensure compliance with the obligations in this Agreement (or any variation thereof) or the conditions attached to the Planning Permission or any Subsequent Planning Permission;(e) closure for a maximum of one day per year to assert rights of proprietorship preventing public access rights from coming into being by means of prescription or other process of law;(f) temporary closure to facilitate ceremonial or graduation events or such other temporary closure as may be agreed between UCL and the LPA
"Public Realm"	means the provision of at least 2.5 hectares of public realm which shall be freely accessible to the general public subject to permitted closures in accordance with the Approved Estate Management Strategy
"Public Realm Plan"	means a plan for the provision of the Public Realm which shall contain details as to delivery, layout, management and maintenance (including repair, renewal, cleaning and keeping tidy) of the Public Realm

- "SAG"** means the Stadium Advisory Group which is operated in accordance with terms of reference adopted on 29 July 2015 to manage spectator/crowd safety for events in the QEOP
- "UCL Event"** means an event on the UCL Land with a capacity of 5,000 people or more

2. PROVISION OF OPEN SPACE AND PUBLIC REALM

- 2.1 Prior to Commencement of the Development UCL shall submit and obtain the LPA's Approval to the Open Space Plan and the Public Realm Plan.
- 2.2 The Development shall be carried out and Occupied in accordance with the Approved Open Space Plan and the Approved Public Realm Plan and thereafter maintained in accordance with it.

3. ESTATE MANAGEMENT STRATEGY

- 3.1 Prior to first Occupation of the Development UCL shall submit and obtain the LPA's Approval to the Estate Management Strategy.
- 3.2 The Development shall be carried out and Occupied in accordance with the Approved Estate Management Strategy.
- 3.3 The Development shall not be Occupied unless and until UCL has become a member of SAG and UCL shall remain a member of SAG throughout the life of the Development.
- 3.4 UCL shall use Reasonable Endeavours to avoid hosting UCL Events on days when Events are being held in the London Stadium or in the QEOP.

4. INTERIM USES STRATEGY

- 4.1 UCL covenants that the Pool Street West Development (as defined in Schedule 2) shall not be Occupied until an Interim Uses Strategy has been submitted to, and Approved by, the LPA.
- 4.2 UCL shall implement the Interim Uses Strategy as Approved by the LPA.

5. ACCESS ROUTES

- 5.1 Following Commencement of Development UCL shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Access Routes 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;
 - 5.1.3 public rights being in common with UCL and UCL's tenants and occupiers of any part of the Development;
 - 5.1.4 UCL having the right, without the need to secure the approval of the LPA, to temporarily close any of the Access Routes for the purposes of undertaking works for the construction of the Development.
- 5.2 The closures permitted by sub-paragraphs 5.1.1 to 5.1.3 are subject to the following conditions:-
- 5.2.1 save in an emergency, where there is a Permitted Closure, UCL will ensure that there is adequate personnel and/or signage in place at the entrance of the Access Route which is temporarily closed advising the public that there is no access in accordance with details that have been previously approved by LPA PROVIDED THAT UCL shall submit to the

LPA for approval the details required pursuant to this paragraph 5.2.1 not less than 10 (ten) Working Days before the date of the intended Permitted Closure;

5.2.2 the personnel and/or signage required pursuant to paragraph 5.2.1 shall be provided in accordance with the details approved by the LPA and at UCL's cost; and

5.2.3 UCL shall minimise the duration of any Permitted Closure.

5.3 The closures permitted by sub-paragraph 5.1.4 are subject to the requirements of condition 15 of the Planning Permission.

5.4 UCL shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Access Routes.

SCHEDULE 4

BIODIVERSITY ACTION PLAN

1. DEFINITIONS

- "Biodiversity Action Plan"** means a biodiversity action plan for the BAP Area and which shall be consistent with the approved LCS Biodiversity Action Plan (reference 13/00391/106)
- "Biodiversity Action Plan Area" or "BAP Area"** means the minimum provision of at least 0.92 hectares within the UCL Land to be covered by the Biodiversity Action Plan

2. PROVISION OF THE BAP

- 2.1 Prior to Commencement of the Development, UCL shall submit and obtain the LPA's Approval to the Biodiversity Action Plan.
- 2.2 The Development shall be carried out and Occupied in accordance with the Approved Biodiversity Action Plan and maintained in accordance with it thereafter.

SCHEDULE 5

ENERGY AND SUSTAINABILITY

1. DEFINITIONS

"District Heat Network"	means the Olympic Park district heating network
"Old Ford Facility"	means the non-potable water facility at Old Ford
"Price Per Carbon Tonne"	means £60 (Indexed from the date of the SPD) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions
"SPD"	means the Carbon Offset Local Plan Supplementary Planning Document dated August 2016

2. DISTRICT ENERGY NETWORK

- 2.1 UCL shall use Reasonable Endeavours to obtain all Requisite Consents in order to connect each Development Plot to the District Heat Network and if all such Requisite Consents are obtained it shall connect the relevant Development Plot to the District Heat Network.
- 2.2 UCL shall provide a written report to the LPA within one month of the Completion of each Development Plot detailing whether or not it has satisfied the obligation contained in paragraph 2.1 and outlining the steps UCL has taken to satisfy this obligation.
- 2.3 In the event that the report that is submitted to the LPA paragraph 2.2 states that the relevant Development Plot has not been connected to the District Heat Network the report shall set out the measures that UCL have incorporated into that Development Plot so as to achieve the carbon reduction requirement set out in condition 47 of the Planning Permission and if UCL has not been able to achieve the carbon reduction requirement set out in that planning condition in relation to the relevant Development Plot paragraph 2.4 of this Schedule shall apply.
- 2.4 If this paragraph 2.4 applies UCL shall pay a financial contribution to the LPA such contribution having been calculated by reference to the Price Per Carbon Tonne and the tonnage of residual CO₂ emissions for the purposes of calculating the Price Per Carbon Tonne shall be the difference between the carbon reduction level that has been achieved in relation to the relevant Development Plot and the carbon reduction requirement set out in condition 47 of the Planning Permission.
- 2.5 The LPA shall use all payments received pursuant to paragraph 2.4 towards identified carbon offset solutions.

3. NON-POTABLE WATER

- 3.1 UCL shall use Reasonable Endeavours to obtain all Requisite Consents in order that the Development can be supplied with non-potable water from the Old Ford Facility.
- 3.2 UCL shall provide a written report to the LPA within 12 (twelve) months of the date of this Agreement and supplemental written reports not less than once every 12 (twelve) months thereafter throughout the period during which the Old Ford Facility exists outlining the steps UCL has taken to satisfy the obligation in paragraph 3.1.
- 3.3 In the event that UCL is able to secure all Requisite Consents for the supply of non-potable water to the Development from the Old Ford Facility UCL shall use Reasonable Endeavours to maintain such supply for the entire time that the Old Ford Facility remains operational.
- 3.4 In the event that Thames Water confirms in writing that it intends to cease operations at the Old Ford Facility UCL may apply to the LPA, enclosing a copy of Thames Water's confirmation with the application, requesting the LPA's confirmation that the obligations in this paragraphs 3.1 to 3.3

should no longer apply and if the LPA Approves such a request the obligations in paragraphs 3.1 to 3.3 shall cease to apply from the date the LPA gives its Approval.

SCHEDULE 6

EDUCATIONAL OUTREACH PROGRAMME

1. DEFINITIONS

"Educational Outreach Programme" means the education outreach programme which shall, unless otherwise agreed by the LPA, contain at least the education initiatives and activities which are set out in Appendix 10

2. EDUCATIONAL OUTREACH PROGRAMME

- 2.1 No less than 3 (three) months prior to the date upon which it is anticipated that Phase 1 will be Occupied UCL shall submit and obtain the LPA's Approval to the Educational Outreach Programme and Phase 1 shall not be Occupied until the LPA has Approved the Educational Outreach Programme.
- 2.2 UCL shall implement the Approved Educational Outreach Programme.
- 2.3 The Educational Outreach Programme shall be reviewed and monitored annually for the first 3 (three) years commencing on the date of the LPA's Approval of the Educational Outreach Programme with UCL submitting an annual monitoring report to the LPA on each of the first 3 (three) anniversaries of the date of the LPA's Approval of the Educational Outreach Programme.
- 2.4 UCL and the LPA shall agree, based on the outcomes of each annual monitoring report, whether any modifications to the Approved Educational Outreach Programme are required.
- 2.5 Additional review and monitoring beyond the first 3 (three) years commencing on the date of the LPA's Approval of the Educational Outreach Programme shall be as agreed thereafter between the LPA and UCL.

SCHEDULE 7

EMPLOYMENT AND TRAINING

1. DEFINITIONS

"Agreed Targets"	means the targets detailed in paragraph 2 and paragraph 3
"Construction Contract"	means both Tier 1 Contracts and Tier 2 Contracts
"Construction Employment Group"	means a group chaired by the London Legacy Development Corporation and which meets every 6-8 weeks to oversee construction employment related elements of the LCS Careers Programme or any successor or replacement group
"End-Use Employment Group"	means a group chaired by the London Legacy Development Corporation and which meets 3 times a year to oversee end-use employment elements of the LCS Careers Programme or any successor or replacement group
"LCS Careers Programme"	has the meaning given in Schedule 9 of the LCS S106 Agreement
"Legacy Careers Programme Group"	means a group chaired by London Legacy Development Corporation and which meets twice a year to oversee the overall design and delivery of the LCS Careers Programme or any successor or replacement group
"LLDC"	means the London Legacy Development Corporation in its capacity as "Developer" as that expression is defined in the LCS S106 Agreement
"Local Resident"	means a resident of one of the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest
"London Living Wage"	means the minimum amount (currently £9.75 (nine pounds and seventy five pence)) of pay per hour that all workers in London should receive, as published from time to time by the Living Wage Foundation
"Tier 1 Contracts"	means those direct construction contracts between UCL and a third party construction contractor who directly covenants with UCL for the construction of the Development
"Tier 2 Contracts"	means those construction contracts entered into between the Tier 1 Contract contractors and its immediate supply chain contractors for the purposes of constructing the Development
"UCL Careers Programme"	means a document which sets out the measures UCL will adopt to support the LCS Careers Programme and which shall include the following: (a) an overview of UCL's approach to the delivery of the targets set out in this Schedule 7; (b) details of the resources UCL will commit to in order to deliver the programme which shall include identifying an individual who will be responsible for leading the delivery of the programme and such person's responsibilities will include liaising with LLDC throughout the construction of the Development in relation to the delivery of the

obligations contained within this Schedule and following construction in relation to the end-use jobs obligations contained within this Schedule;

- (c) details of UCL's nominee who will attend the following: (i) the Legacy Careers Programme Group; (ii) the Construction Employment Group; and (iii) the End-Use Employment Group;
- (d) how UCL and its suppliers will provide early notification and sharing of information in relation to employment vacancies to partner organisations and how it will provide pre and post employment support to Local Residents;
- (e) identify the type and number of apprenticeships to be delivered at the Development (both by UCL directly and by its suppliers and contractors);
- (f) details of the opportunities envisaged to deliver the targets and objectives contained within this Schedule by innovative means; and
- (g) commitments to facilitate On Site meetings to enable LLDC to work with On Site contractors and operators during the construction and end use stages of the Development in order to understand employer's vacancy and skills requirements

2. CONSTRUCTION JOBS TARGET

UCL shall use Reasonable Endeavours to meet the following targets in respect of construction jobs at the Development:-

Construction jobs (in addition to apprenticeships and improvers)	A total of 30% of the construction workforce to be a Local Resident
Construction apprenticeships and improvers	A total of 5% of the construction workforce to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Resident

and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to seeking to obtain an obligation in any Construction Contract requiring the contractor of the Tier 1 Contract and the contractor of the Tier 2 Contract to use Reasonable Endeavours to meet the job targets specified in this paragraph and to pay at least the London Living Wage as required by paragraph 5.

3. END-USE JOBS TARGET

UCL shall use Reasonable Endeavours to meet the following targets in respect of end-use jobs at the Development:-

Retail end-use jobs	A total of between 25% and 85% of the employees in retail end-use jobs to be a Local Resident
Facilities	A total of between 25% and 85% of the employees in facilities management

management (which shall constitute cleaning, security, general maintenance and facilities management administration) end-use jobs	end-use jobs to be a Local Resident
Retail and facilities management end-use training	5% of the employees in retail and facilities management end-use jobs to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents PROVIDED THAT in respect of facilities management jobs this target shall only apply to jobs that have industry recognised apprenticeship qualifications

and UCL shall also use its Reasonable Endeavours to ensure that of those employed pursuant to the targets referred to in the table above the following targets are also met:-

Black, Asian and minority ethnic	50%
Women	50%
Disabled persons	5%

4. **MONITORING AND REVIEW**

UCL will submit a monitoring and review report to the LPA every 12 (twelve) months, the first such report to be submitted to the LPA no later than 6 months following the Commencement of the Development, and each report shall set out the progress made by UCL to achieve the Agreed Targets, including (to the extent UCL is not prevented from doing so by any rule of law whether domestic or international and to the extent UCL is provided with such data (having used Reasonable Endeavours to obtain such data from any relevant third parties)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status.

5. **LONDON LIVING WAGE**

UCL shall use Reasonable Endeavours to ensure that all employees of the Development in both construction and end-use jobs shall be paid at least the London Living Wage.

6. **SUPPORT FOR LEGACY CAREERS PROGRAMME**

6.1 Prior to Commencement of the Development UCL shall submit the UCL Careers Programme to the LPA for Approval and the Development shall not be Commenced until the UCL Careers Programme has been Approved by the LPA.

6.2 UCL shall implement the UCL Careers Programme as Approved by the LPA.

SCHEDULE 8

PUBLIC ART AND CULTURAL EVENTS

1. DEFINITIONS

"Reserved Matters Application" means an application for approval of Reserved Matters made pursuant to condition 7 of the Planning Permission

"Public Art and Cultural Events Strategy" means the public art and cultural events strategy which shall contain at least the following details in respect of public art on the UCL Land:-

- (a) broad locations for the public art
- (b) how it will be accessible and visible
- (c) at least one piece of public art for each Phase of the Development;

and at least the following details in respect of cultural events:-

- (a) a minimum of three cultural events per each calendar year
- (b) cultural events to be proposed that will be inclusive, foster community relations and celebrate the cultural diversity and history of the local area

2. PUBLIC ART AND CULTURAL EVENTS STRATEGY

2.1 Prior to submission of the first Reserved Matters Application for each of Phase 1 and Phase 2 UCL covenants that a Public Art and Cultural Events Strategy for that Phase shall be submitted to, and Approved in writing by, the LPA.

2.2 UCL covenants that neither Phase 1 nor Phase 2 shall be Commenced until the Public Art and Cultural Events Strategy for the relevant Phase has been Approved by the LPA.

2.3 UCL covenants that each Public Art and Cultural Events Strategy shall be implemented as Approved by the LPA.

SCHEDULE 9

WELFARE FACILITIES

1. DEFINITIONS

- "Crèche"** means a crèche of at least 175 sqm (GIA)
- "Health Centre"** means a health centre of at least 150 sqm (GIA) which shall be provided in accordance with the Approved Health Centre Delivery Strategy
- "Health Centre Delivery Strategy"** means a strategy setting out:-
- (a) the location of the Health Centre
 - (b) the facilities that will comprise the Health Centre and details of how it will be staffed which shall be sufficient to meet the needs of the Development
 - (d) details of the arrangements that will be put in place to ensure that the Health Centre provides healthcare services to UCL staff and students
- "Interim Healthcare Strategy"** means a strategy setting out how UCL shall provide interim healthcare for Occupants and staff of Phase 1 and such strategy shall as a minimum provide for the following:-
- (a) one day per week of GP or nurse provision at the Development comprised within Phase 1
 - (b) at all times signpost(s) to local GP services; and/or
 - (c) referral to the Bloomsbury GP service (where UCL has an arrangement with a local GP to see any UCL student if required)
- "Shell and Core Standard"** means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry and shall include space in a building constructed using a steel or concrete frame with ground bearing slabs and/or upper floors, fair faced blockwork party walls, roof construction where on the top floor of the building and waterproofing, utility supplies, drainage connections, allowances for conduits for internet/TV/telecommunication connections to a single location in the building, Disability and Equality Act 2010 compliant (in so far as this can be achieved by shell and core works), toilet facilities provided in accordance with Building Regulations and, where located over two or more floors, shared access via in-situ or pre-cast concrete staircase and lifts, but not including any wall, floor or ceiling finishes, or services installations or fixtures or fittings

2. PROVISION OF THE HEALTH CENTRE

- 2.1 Not later than 6 (six) months prior to the date on which UCL anticipates that 600 (six hundred) Student Accommodation Units will be in Occupation it shall submit to the LPA for Approval the Health Centre Delivery Strategy.

2.2 UCL covenants not to Occupy more than 600 (six hundred) Student Accommodation Units until the Health Centre has been provided in accordance with the Approved Health Centre Delivery Strategy.

2.3 Unless otherwise agreed in writing by the LPA the Health Centre shall be retained and operated in accordance with the Approved Health Care Delivery Strategy throughout the life of the Development.

3. **INTERIM HEALTHCARE STRATEGY**

3.1 Prior to Occupation of Phase 1 UCL shall submit to the LPA for its written Approval the Interim Healthcare Strategy.

3.2 UCL covenants not to Occupy, nor permit the Occupation of, Phase 1 unless and until the Interim Healthcare Strategy has been Approved by the LPA.

3.3 The Interim Healthcare Strategy shall be implemented as Approved by the LPA until the date on which the Health Centre has been provided and is available for use in accordance with the Approved Health Centre Delivery Strategy.

4. **PROVISION OF THE CRÈCHE**

4.1 UCL covenants not to Occupy more than 80,000 (eighty thousand) square metres (GIA) of the Academic D1 Floorspace, unless the Crèche has been provided to Shell and Core Standard.

4.2 Prior to Occupation of Phase 1 UCL shall procure the provision of up to 17 (seventeen) spaces at a crèche(s) located within a one mile radius of the Site (unless otherwise agreed by the LPA) which shall be provided to staff working at the Development on a not for profit basis.

4.3 The crèche spaces referred to in paragraph 4.2 shall be provided until such time as the Crèche has been provided.

SCHEDULE 10

REMEDIATION FORUM AND CONSTRUCTION TRANSPORT MANAGEMENT GROUP

1. DEFINITIONS

"Alternative Construction Management Group"	means a construction management group established for the Development by UCL and operating on substantially the same basis as the Construction Management Group
"Alternative Remediation Forum"	means a remediation forum established for the Development by UCL and operating on substantially the same basis as the Remediation Forum
"Construction Management Group"	means the existing group established under the LCS to discuss coordination of operational construction management and logistics interfaces between contractors and development zones
"LCS"	means the Legacy Communities Scheme which is the legacy transformation development for the QEOP
"Remediation Forum"	means the existing forum established under LCS for the reporting and discussion of contamination and remediation issues to ensure the procedure set out in the code of construction practice and the global remediation strategy is followed in line with the remediation protocol

2. REMEDIATION FORUM AND CONSTRUCTION MANAGEMENT GROUP

- 2.1 Prior to Commencement of the Development, UCL shall join (at its own cost) and remain a member of the Remediation Forum and the Construction Management Group.
- 2.2 In the event that both or either of the Remediation Forum and/or the Construction Management Group cease to exist, UCL shall be required to establish and operate for the remainder of the construction of the Development the Alternative Remediation Forum and/or the Alternative Construction Management Group (as applicable) as soon as reasonable practicable.

SCHEDULE 11

COMMUNITY USE

1. DEFINITIONS

- "Central Plaza Community Area"** means the part of the Central Plaza which is shown as a broken red boundary on the plan attached at Appendix 11
- "Community Use Areas"** means together the Central Plaza Community Area and the Internal Community Area
- "Community Use Strategy"** means the community use strategy which shall demonstrate how and on what terms UCL will allow Local Community Groups to use the Central Plaza Community Area and internal community area within the Development and the strategy shall contain the following:-
- (a) in relation to the Central Plaza Community Area it must be made available for not less than 6 (six) days per calendar year (between the hours of 0900 to 1800). Use on at least one of these days must be free of charge
 - (b) in relation to the internal community area it must consist of a minimum of 2 (two) rooms amounting to not less than 25 sq m (GIA) in area the specific location of which must be identified on a plan and it must be made available for not less than 12 (twelve) days per calendar year (between the hours of 0900 to 1800). Use on at least 6 (six) of these days must be free of charge
 - (c) where charges for use of the Community Use Areas are permitted to be levied it must be demonstrated that these are at rates which are below market value
 - (d) both Community Use Areas are to be made available Monday to Friday and on weekends when the Academic D1 Floorspace is open and if the Academic D1 Floorspace is closed UCL will use its Reasonable Endeavours to ensure that alternative space within the Fluid Zone is made available for community use
 - (e) it shall be in UCL's discretion when, during the calendar year, the Community Use Areas are to be made available subject to it meeting the requirements set out above
 - (f) details as to the heads of terms for the licences upon which the Community Use Areas shall be made available to Local Community Groups
 - (g) details as to how the use of either Community Use Area will be allocated in the event there are more applications for use than there is availability
 - (h) details of any activities which shall be precluded from community use (which shall as a minimum include activities which are unlawful or relate to terrorism, radicalisation or political activities or other activities which are unsuitable for the campus or otherwise harmful to the reputation of UCL) PROVIDED THAT it is acknowledged by the LPA that it shall

not have the right to Approve this part of the Community Use Strategy

- (i) details as to how other areas (excluding the Community Use Areas) that have been identified in the Planning Application for public access will be made available for community use if necessary
- (j) details of how the use of the Community Use Areas will be monitored as well as the form and content of the annual monitoring report that is required to be submitted to the LPA pursuant to paragraph 2.6 of this Schedule

"Design Codes" means the document submitted as part of the Planning Application dated May 2017 and which is entitled 'Design Codes' and which has reference number CED-UCLE-DOC-APP-DES-001_PL02

"Fluid Zone" has the meaning given in section 2 of the Design Codes

"Guaranteed Period" means the period of 15 years commencing on the date on which the Community Use Areas are first used in accordance with the Approved Community Use Strategy

"Internal Community Area" means the area referred to in sub-paragraph (b) of the definition of Community Use Strategy

"Local Community Groups" means any group or organisation based within the administrative areas of any of the London Boroughs of Newham, Tower Hamlets, Hackney or Waltham Forest including, but not limited to, residents associations, special interest groups, children and youth groups, faith groups and other groups open to local people around a theme/interest area that active in the area

2. COMMUNITY USE

2.1 Prior to the Occupation of the Development a Community Use Strategy shall be submitted to, and Approved in writing by, the LPA.

2.2 UCL covenants not to Occupy, or permit the Occupation of, the Development until the LPA has Approved the Community Use Strategy.

2.3 The Community Use Strategy shall be implemented by UCL as Approved by the LPA for at least the Guaranteed Period.

2.4 Beyond the expiry of the Guaranteed Period the Community Use Strategy shall continue to be implemented as Approved unless and until the LPA approves a variation of it pursuant to paragraph 2.5.

2.5 Following the expiry of the Guaranteed Period UCL may apply to the LPA for its Approval to vary the Community Use Strategy and if the variation proposes a reduction in the provision of the community uses the application shall set out how the needs of the local community have been balanced with the academic requirements of UCL.

2.6 The Community Use Strategy shall be reviewed and monitored annually for the first 3 (three) years commencing on the date of the LPA's Approval of the Community Use Strategy with UCL submitting an annual monitoring report to the LPA on each of the first three anniversaries of the date of the LPA's Approval of the Community Use Strategy.

2.7 Where any monitoring report shows that requests for the use of either space exceed the number of days upon which it is to be made available UCL shall use Reasonable Endeavours to make either

or both spaces (as applicable) available on additional days and/or times as may be agreed with the LPA.

- 2.8 Additional review and monitoring beyond the first 3 (three) years commencing on the date of the LPA's Approval of the Community Use Strategy shall be as agreed thereafter between the LPA and UCL.

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

THE COMMON SEAL of **THE LONDON**)

LEGACY DEVELOPMENT CORPORATION)

was hereunto affixed in the presence of:)

Authorised signatory

THE COMMON SEAL of **UNIVERSITY**)

COLLEGE OF LONDON was hereunto)

affixed in the presence of:)

Authorised signatory

APPENDIX 1
PLANS OF THE SITE AND THE UCL LAND

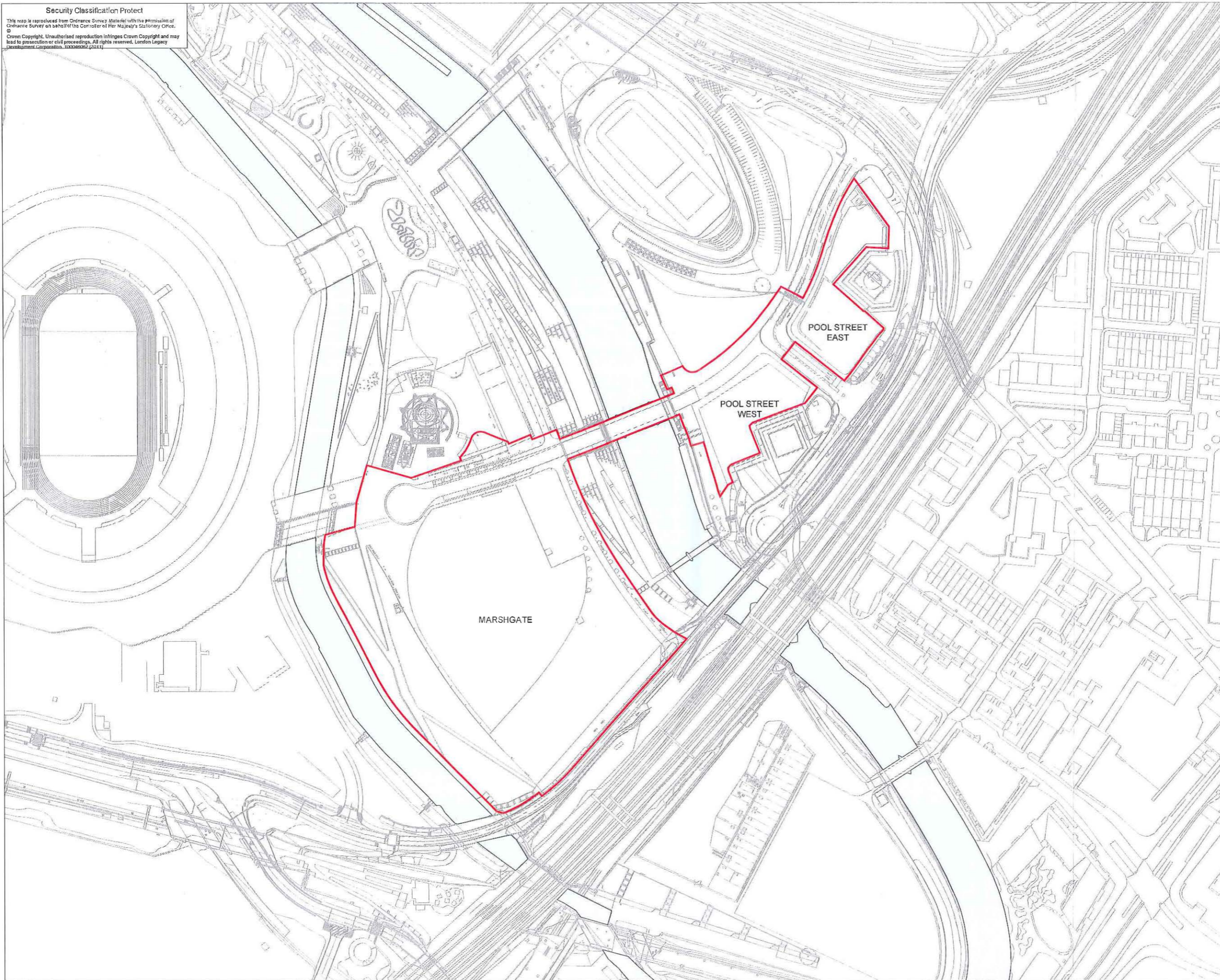
Security Classification Protect

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Do not scale this drawing.

Keys:
 Land within planning application boundary



PL01	For s.106 Agreement	SNg	AH	March 2018
Rev	Description	Drawn	Chkd	Date

Safety, Health and Environment Information
 In addition to the hazards/risks normally associated with the types of work detailed on this drawing, note the following risks and information:

Construction
 Dismantling / Demolition (Future)

For information relating to Use, Cleaning and Maintenance see the Health and Safety File. It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved method statement.

Creator
 Prepared by
LD A DESIGN
 On behalf of the LLDC

Drawing Title
 UCL East
 s.106 Appendix 1
 Site Plan

Project Title
 UCL East

Conjunct No.	MP201-UCL-MP-DPL-0019	Rev. PD1
Drawn	SNg	Approved
	Checked	LLDC
	AH	

Date	Scale	Size
March 2018	1:1250	A1

Purpose of Drawing	Suitability
s.106	S2

Drawing No.	Rev.
CED-UCL-DWG-S106-RED-001	PL01

APPENDIX 2
FORM OF PLANNING PERMISSION

OUTLINE APPLICATION 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

Applicants (joint)

London Legacy Development Corporation
Level 10
1 Stratford Place
Montfichet Road
London
E20 1EJ

University College London

Agent

AECOM Design and Planning
Aldgate Tower
2 Leman Street
London
E1 8FA

Part I - Particulars of Application

Date of Application: 29th May 2017

Application No: 17/00235/OUT

Proposal: Comprehensive, phased, mixed use development within Queen Elizabeth Olympic Park, as set out in the Development Specification & Framework. The development comprises up to 190,800 sqm of development, comprising: up to 160,060 sqm of academic development (Class D1) and commercial research space (Class B1(b)), of which up to 16,000 sqm may be commercial research space (Class B1(b)); up to 50,880 sqm of student accommodation (sui generis); and up to 4,240 sqm of retail (Classes A1-A5) uses; new streets and other means of access and circulation including temporary access routes; car parking, cycle parking, landscaping including laying out of open space comprising hard and soft landscaping with provision for natural habitats; and other supporting infrastructure works and facilities including excavation of basements. (All floorspaces are Gross External Area (GEA)).

Location: UCL East Site, located south of the London Aquatics Centre, East of Waterworks River (Pool Street East and Pool Street West), South of the ArcelorMittal Orbit and South Plaza, between the Waterworks and City Mill Rivers, and railway lines further south (Marshgate).

Part II - Particulars of Decision

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

Annexures

Annex 1 - "Reserved Matters Specification"

Annex 2 - UCLE Environmental Statement Mitigation Measures

Definitions

The following definitions apply to terms used in this permission:

"Act" means the Town and Country Planning Act 1990

"Application" means the planning application which resulted in the grant of this permission

"Approved Plans" means the plans and drawings set out in condition 1 below

"BAP Habitat" means the type and quality of space and features to support the priority habitats and species outlined in the Olympic Park Biodiversity Action Plan 2008 (as shall be amended and/or replaced pursuant to the requirements of the Section LCS Section 106 Agreement

"Bartlett" means UCL's global faculty of the built environment

"Biodiversity Action Plan" means the plan of that name prepared and submitted for approval pursuant to Schedule 10 of the LCS Section 106 Agreement

"Biodiverse Roof Space" means roof areas that are predominantly covered with vegetation consistent with the Biodiversity Action Plan and is capable of contributing to the BAP Habitat targets set out in condition 54 designed to support a variety of plants and animals and other living things

"Blue Badge Car Parking" means parking provision for any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) (Amendment no.2) Regulations 2007 (or any superseding legislation)

"CHP" means combined heat and power

"Commencement" means initiation of the Development as defined in Section 56(4) of the Act, with the exception of defined Enabling Works and "Commenced" shall be construed accordingly

"Common Areas" means the common areas within the Site which shall include public and communal realm, highways, footpaths and cycleways (adopted and unadopted) and infrastructure provided as part of the Development and any Development Parcels awaiting development pursuant to this permission.

"Completed" means completed as evidenced by the issue of the final certificate under Building Regulations 2010 (as such regulations may be amended or replaced from time to time)

"Completion of the Development" means when all development authorised by this permission as detailed in Reserved Matters Approvals has been Completed and shall refer to all development authorised by this permission on the Site as a whole unless expressly stated otherwise

"Condition(s)" means a condition or conditions of this permission

"Construction Environmental Management Plan" means a plan identifying the significant environmental aspects for the Site, and the mitigation measures that have been proposed including those written into a planning condition or obligation and referencing environmental requirements arising from applicable legislation and the LLDC environmental and sustainability targets.

"Construction Transport Management Plan" means a plan that provides an overview of transport and how these would be changed and managed during the construction phase.

"Development" means the development authorised by this permission and set out in Part 1 of this permission

"Development Plot" means the development plot identified on the Parameter Plan: 02 Development Plots: CED-UCLE-DWG-APP-PAR-DEV-001 Rev P01

"Development Specification and Framework" means as set out in CED-UCLE-DOC-APP-DSF-001

"Enabling Works" means (i) surveying; (ii) environmental and hazardous substance testing and sampling (including the making of trial boreholes, window sampling and test pits in connection with such testing and sampling); (iii) soil tests; (iv) pegging out; (v) tree protection; (vi) archaeological investigation; (vii) demolition and removal of buildings and other structures on the Site (viii) Remediation Works

"Environmental Manager" means a member of the Institute of Ecology and Environmental Management, the Institute of Environmental Management and Assessment or someone who holds an equivalent appropriate qualification or membership who is appointed to have specific responsibility for ensuring that the obligations of the Construction Environmental Management Plan and Construction Transport Management Plan are met by contractors

"Environmental Statement" means the environmental statement submitted in support of the Application

"Flood Risk Assessment" means the Flood Risk Assessment CED-UCLE-DOC-CON-ENS-001_PL03 dated May 2017 submitted in support of the Application

"Fleet Operator Recognition Scheme" means Transport for London's funded, voluntary certification scheme aimed at ensuring that fleet operators work lawfully and follow best practice by meeting the Fleet Operator Recognition Scheme standard

"GLA" means the Greater London Authority and its successors in function

"Gross External Area" or "GEA" means as defined in the RICS Code of Measuring Practice (6th Edition) and for the avoidance of doubt excludes ancillary infrastructure, utility elements, rooftop and basement plant, car parking floorspace within buildings, external parking areas, winter gardens and any other amenity space

"Interim Phase 1" means the area identified on CED-UCLE-DWG-APP-PAR-PHS-001 Rev P01

"Legacy Communities Scheme" means planning permission 11/90621/OUTODA for the comprehensive, phased, mixed use development within the Queen Elizabeth Olympic Park, dated 28th September 2012 as amended by planning permission 17/00236/VAR

"LCS Section 106 Agreement" means the planning obligations agreement associated with the Legacy Communities Scheme planning permission.

"Local Planning Authority" means LLDC Planning Policy and Decisions Team or any successor body in either case acting as a planning authority for the area within which the Site is located

"LTG" means the Legacy Transport Group established pursuant to Schedule 2 of the LCS Section 106 Agreement "Obligation(s)" means an obligation or obligations contained in a section 106 agreement entered into in connection with the Development

"Occupy" means beneficial occupation for any purpose for which this permission has been granted in respect of the relevant building, structure or part of the Site and which for the avoidance of doubt excludes occupation for the purposes of construction, fit out or marketing and "Occupied" shall be construed accordingly

"Off Site" means outside of the Site

"Olympic Consents" means : "Olympic Consents" means:

- planning permission 07/90011/FUMODA;
- outline planning permission 07/90010/OUMODA;
- the CRT Section 73 Permissions; and
- planning permission 11/90330/FULODA

"Olympic Park Biodiversity Action Plan 2008" means the biodiversity action plan approved by the LPA on submitted to the LPA pursuant to 07/90010/OUMODA and approved by the LPA on 30th September 2013 (under application reference 13/00391/106) and as amended and/or replaced pursuant to the requirements of Schedule 10 of the LCS Section 106 Agreement

"On Plot" means within the site of the relevant Reserved Matters application

"On Site" means within the Site

"Permitted" means permitted by a Reserved Matters approval

"Phase" means either Phase 1 or Phase 2 or any approved variation

"Phase 1" means the area identified on CED-UCLE-DWG-APP-PAR-PHS-001 Rev P01

"Phase 2" means the area identified on CED-UCLE-DWG-APP-PAR-PHS-002 Rev P01

"Plot" means "Development Plot"

"Project Construction Environmental Management Plan" means a document identifying the construction activities to be carried out On-Site, the environmental aspects to those activities and potential significance of impacts of those construction activities, and will identify mitigations measure/good practice/control procedure/contractor management

"Public Realm" means the area identified on Approved Plan CED-UCLE-DWG-APP-PAR-OPS-001 Rev P01

"Publicly Accessible Open Space" means areas of coherent open space which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space

"Quality Review Panel" means either the LLDC Quality Review Panel or, in the event the LLDC Quality Review Panel is disbanded or suspended, a replacement panel as nominated by the Local Planning Authority.

"Remediation Works" means any works, including any Enabling Works, or carrying out of any operations or the taking of any steps for the purpose of treating preventing minimising remedying mitigating or monitoring the effects of any harm to the environment caused by the contamination of land or groundwater or any pollution of controlled waters so as to render the land in question suitable for its intended end use and includes any installation of any works to prevent the movement of contaminants and the placing of clean soil or fill and any measures and controls to protect the integrity of existing remediation works on the Site.

"Reserved Matters" means any details to be submitted in relation to layout, scale, appearance, means of access and/or hard and soft landscaping to be constructed and laid out as part of the Development.

"Reserved Matters Specification" means the specification contained in Annexure 1

"Section 106 Agreement" means the section 106 agreement entered into on the date of this permission in connection with the Development

"Site" means the whole of the site enclosed within the 'red line' on Plan reference CED-UCLE-DWG-APP-PAR-RED-001 Rev P01

"Site Wide" means in respect of the whole of the Site "Transport Assessment" means the transport assessment submitted in support of the Application dated May 2017 CED-UCL-DOC-CON-TRA-001_PL03

"UCL Design Council Panel" means UCL's own review panel comprising of Design Council members.

"Use Classes" and "Use Class" means a land use falling within one of the classes defined in the Town and Country Planning (Use Classes) Order 1987, as amended at the date of this permission

Note on Interpretation

Any agreement or approval by the Local Planning Authority shall be given in writing.

The following **CONDITIONS** shall apply to the Development as a whole and apply to all Development Plots:

APPROVED DRAWINGS AND PHASING OF DEVELOPMENT

Approved plans

1. Unless minor variations have been agreed in writing by the Local Planning Authority (such agreement to confirm that the variations do not deviate from the development applied for, assessed and permitted) 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:

- CED-UCLE-DOC-APP-FOR-001
- Development Specification and Framework: CED-UCLE-DOC-APP-DSF-001
- Design Codes: CED-UCLE-DOC-APP-DES-001
- Statement of Superseded Development: CED-UCLE-DOC-APP-SUP-001
- Parameter Plan 01 Planning Application Boundary: CED-UCLE-DWG-APP-PAR-RED-001 Rev P01
- Parameter Plan 02 Development Plots: CED-UCLE-DWG-APP-PAR-DEV-001 Rev P01
- Parameter Plan 03 Open Space Plan: CED-UCLE-DWG-APP-PAR-OPS-001 Rev P01
- Parameter Plan 04 Access and Circulation Routes: CED-UCLE-DWG-APP-PAR-ACS-001 Rev P01
- Parameter Plan 05 Fluid Zone Land Use: CED-UCLE-DWG-APP-PAR-LDU-001 Rev P01
- Parameter Plan 06 Upper Floors Land Use: CED-UCLE-DWG-APP-PAR-LDU-002 Rev P01
- Parameter Plan 07 Maximum Building Height: CED-UCLE-DWG-APP-PAR-HGT-001 Rev P01
- Parameter Plan 08 Minimum Building Height: CED-UCLE-DWG-APP-PAR-HGT-002 Rev P01
- Parameter Plan 09 Proposed Topography: CED-UCLE-DWG-APP-PAR-TOP-001 Rev P01
- Parameter Plan 10 Basement Locations: CED-UCLE-DWG-APP-PAR-TOP-002 Rev P01
- Parameter Plan 11 Phasing Plan Phase 1 construction (2018-2020): CED-UCLE-DWG-APP-PAR-PHS-001 Rev P01
- Parameter Plan 12 Phasing Plan Phase 2 construction (2030-2033): CED-UCLE-DWG-APP-PAR-PHS-002 Rev P01
- Parameter Plan 13 Proposed Tree Removal Plan: CED-UCLE-DWG-APP-PAR-TRE-002 Rev P01

and any other plans, drawings, documents, details, schemes or strategies which are approved by the Local Planning Authority after the date of this permission pursuant to these conditions.

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

Phasing of Development

2. The Development shall be implemented in two phases as shown on the approved drawings CED-UCLE-DWG-APP-PAR-PHS-001 Rev P01 and CED-UCLE-DWG-APP-PAR-PHS-002 Rev P01 and Phase 1 shall be completed before Phase 2 commences.

No application for approval to a variation to the approved phasing shall be made unless either (i) the application demonstrates that the variation is unlikely to give rise to any new or different significant environmental effects in comparison with the development as approved and as assessed in the environmental statement or (ii) the application is

accompanied by environmental information assessing the likely significant environmental effects of the development having regard to the proposed variation, and in either case any such application must be accompanied by a report setting out the reasons for the variation and identifying how the variation would impact on any conditions or planning obligations.

Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development in accordance with Policy 2.14 of the London Plan and Policy SP1 of the Local Plan 2015.

TIME LIMITS, RESERVED MATTERS AND SITE WIDE STRATEGIES

Time Limits

3. Applications for the approval of Reserved Matters relating to Phase 1 shall be made not later than the expiration of 3 years from the date of this permission.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

4. Applications for the approval of Reserved Matters relating to Phase 2 shall be made not later than the expiration of 12 years from the date of this permission.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

5. Development of Phase 1 shall be Commenced either before the expiration of 5 years from the date of this permission, or before the expiration of 2 years from the date of the approval of the last of the Reserved Matters for that phase to be approved, whichever is the later.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

6. Development of Phase 2 shall be Commenced either before the expiration of 14 years from the date of this permission, or before the expiration of 2 years from the date of the approval of the last of the Reserved Matters to be approved, whichever is the later.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

Reserved Matters

7. Approval of the details of the access, appearance, landscaping, layout and scale of the relevant part of the Development shall be obtained from the Local Planning Authority in writing before any Development in respect of each Phase or Development Plot of the Development is Commenced. Each application for the approval of Reserved Matters shall contain the information and other details as specified in the Reserved Matters specification at Annex 1 of this planning permission. The Development shall be carried out and retained thereafter in accordance with the Reserved Matters approval.

Reason and justification for the condition being a pre-commencement condition: As required by Section 92 of the Town and Country Planning Act as amended.

Site Wide Strategies

8. The first application for Reserved Matters for any part of the Development shall include the details for Site Wide strategies as set out in the Reserved Matters specification at Annex 1 of this planning permission. The Development shall be carried out and retained thereafter in accordance with the Reserved Matters approval for Site Wide strategies for the Development.

Reason and justification for the condition being a pre-commencement condition: As required by Section 92 of the Town and Country Planning Act as amended in accordance with Policies 2.14, 5.3, 5.7 of the London Plan and Policies SP1, SP5, BN5, S2, S4, of the Local Plan 2015.

9. The Development shall be carried out and maintained in accordance with the Site Wide strategies approved pursuant to the Legacy Communities Scheme set out in Annexure 2 of this planning permission as far as they relate to the Development.

Reason: To ensure that the impacts of the development on the wider area are controlled in a coordinated manner in accordance with Policy 2.14 of the London Plan and Policies SP1, SP3, SP4 and SP5 of the Local Plan 2015.

COMPLIANCE WITH APPROVED DETAILS

Development in accordance with Environmental Statement

10. The Development (including all Reserved Matters and other matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in Annexure 3.

Reason: To ensure the mitigation measures specified in the Environmental Statement are satisfactorily implemented.

Development thresholds and delivery of floorspace types

11. The total quantum of built floorspace for the Development shall not exceed the Gross External Area (GEA) for individual land uses comprising:

- 160,060 sqm GEA of academic development (Use Class D1) and commercial research space (Use Class B1(b) of which Use Class B1(b) shall not exceed 16,000sq m GEA
- 50,880 sqm GEA of student accommodation (sui generis), to be provided on Pool Street West, Marshgate Plot 3 and Pool Street East, with a minimum of 3,500 sqm (c.123 bed spaces) provided on Marshgate Plot 3
- 4,240 sqm GEA of retail (Use Classes A1-A5) of which:
 - Use Class A1 shall not exceed 2,500 sqm
 - Use Class A2 shall not exceed 1,500 sqm
 - Use Class A3 shall not exceed 3,000 sqm
 - Use Class A4 shall not exceed 2,000 sqm
 - Use Class A5 shall not exceed 500 sqm

and such maximum floorspace shall be distributed across the Development Plots as follows:

Development Plots	Maximum Floorspace (sqm GEA)
Pool Street West (Phase 1)	22,900
Marshgate Plot 1 (Phase 1)	39,100
Marshgate Plot 2 (Phase 2)	38,700
Marshgate Plot 3 (Phase 2)	48,300
Marshgate Plot 4 (Phase 2)	38,200
Pool Street East (Phase 2)	31,400

and such maximum floorspace shall be distributed within Use Classes across Phase 1 of the Development as follows:

Use Class	Maximum Floorspace (sqm GEA) in Phase 1
B1 (b)	4,300
Student accommodation Sui generis	19,000
Retail (Use Classes A1-A5)	2,120

Reason: To ensure the Development is carried out in accordance with the approval plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the Development.

CONSTRUCTION – PRE-COMMENCEMENT CONDITIONS AND CONDITIONS REQUIRING COMPLIANCE THROUGHOUT THE CONSTRUCTION OF THE DEVELOPMENT

Environmental Manager

12. The Development shall not be Commenced until an Environmental Manager has been appointed or nominated and evidence of the same provided to and approved by the Local Planning Authority in writing. An Environmental Manager shall be retained or nominated at all times throughout the construction of the Development.

Reason: To ensure environmental mitigation measures are appropriately implemented in accordance with Policy 5.14 of the London Plan and Policy BN11 of the Local Plan 2015.

Pre-commencement condition justification

The impacts from construction have the potential to affect the amenity of residents and the local area and a nominated Environmental Manager is required to manage the impacts from construction.

Code of construction practice and subsidiary documents

13. The Development shall not be carried out otherwise than in accordance with the Code of Construction Practice -CED-UCLE-DOC-CON-ENV-002_PL03 May 2017.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with London and Local Plan Policies.

14. No development shall commence within any Development Plot until a Construction Environmental Management Plan (CEMP) for that Phase or Plot of the Proposed Development, and Project Construction Environmental Management Plans (PCEMPs) for that Phase or Plot of the Proposed Development have been submitted to and approved by the local planning authority in writing and the development shall be carried out in accordance with the approved CEMP and PCEMP.

Each CEMP shall be submitted with a statement setting out how the management plan measures comply with the Code of Construction Practice CED-UCLE-DOC-CON-ENV-002_PL03 May 2017 and the relevant LCS Site-Wide topical environmental management plans identified in the Code of Construction Practice.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with Policies 5.18, 6.11, 6.13, 7.13, 7.14, 7.15, of the London Plan and Policies T4, BN11 of the Local Plan 2015

Pre-commencement condition justification: The impacts from construction have the potential to adversely affect the amenity of residents and the area and construction work should be carried out following measures to minimise the impacts.

15. The Development shall not be commenced in any Phase or Plot until a Construction Transport Management Plan (CTMP) for that Phase or Plot has been prepared in consultation with the Local Planning Authority, local highway authorities, Transport for London and the emergency services for that Phase and such CTMP has been submitted to and approved by the Local Planning Authority. An updated version of the CTMP shall be submitted to the Local Planning Authority for approval no less frequently than once every three years throughout the construction of the Development. The development shall be carried out in accordance with the approved updated CTMP. The objectives of the CTMP shall be to:

- 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 for each Phase shall include as a minimum the following information in respect of that Phase:

- the arrangements for liaison with the relevant highway authorities and emergency services;
- the hours of deliveries to the Site and measures for managing deliveries to or removal of materials from the Site;
- the method for applying for approvals for Off Site highway works;
- road closures implementation and management
- waterway closures implementation and management;
- measures to ensure access is maintained to the London Stadium and Arcelor Orbit;
- measures to ensure disruption to the local permissive path network and the Access Routes (as defined in the Section 106 Agreement) are minimised;
- direction signing to worksites;
- emergency access protocols and internal road naming conventions;
- workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce;

- rail station capacities and rail line blockades which may require alternative workforce travel arrangements;
- designated routes for large goods vehicles and dealing with abnormal loads;
- highway enabling schemes for access to and from the construction sites;
- Off Site parking issues including restrictions on parking in the area
- parking provision and control for no more than 25 parking spaces in any Phase for construction workers' motor cars and vans used to travel to the Site restricted to Blue Badge parking, visitor parking and essential vehicle access
- provision for walking and cycling to and at the site;
- lorry holding areas;
- driver standards and enforcement within the construction sites and on the highway;
- monitoring;
- dealing with complaints and community liaison; and
- requirements on membership of the Fleet Operator Recognition Scheme (FORS) and Construction Logistics and Community Safety Scheme (CLOCS) and implementation of vehicle safety measures and driver training including cycle awareness and an on-road cycle module.

Reason: To ensure that the construction of the Development minimises its environmental impacts in accordance with Policies 6.9, 6.11, 6.13 7.13 7.14 of the London Plan and Policies T4 and BN11 of the Local Plan 2015

Waste management strategies for construction of the development

16. The Development shall not be commenced in any Phase or Plot until a construction waste management plan (CWMP) for the Phase or Plot 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 be in accordance with the Code of Construction Practice CED-UCLE-DOC-CON-ENV-002_PL03 and prepared in consultation with the Environment Agency and shall be substantially in accordance with site waste management planning policies current at the date of its submission. The CWMP shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of construction. The CWMP shall include as a minimum the following information for that Phase:

- classification of all waste including hazardous waste according to current legislative provisions;
- performance measurement and target setting against estimated waste forecasts;
- reporting of project performance on quantities and options utilised;
- measures to minimise waste generation;
- opportunities for re-use or recycling on-site or within Queen Elizabeth Olympic Park in preference to outside Queen Elizabeth Olympic Park;
- provision for the segregation of waste streams on the Site that are clearly labelled;
- licensing requirements for disposal sites;
- an appropriate audit trail encompassing waste disposal activities and waste consignment notes;
- measures to avoid fly tipping by others on lands being used for construction;

- measures to provide adequate training and awareness through toolbox talks; and
- returns policies for unwanted materials statement of how the CWMP measures meet or exceed the approved site-wide CWMP for the LCS development (13/00246/AOD)

The CWMP shall target:

- a 95% reduction (measured in weight) in total non-hazardous construction, demolition and excavation waste sent to landfill by way of re-use, recycling and recovery and shall target zero construction, demolition and excavation waste to landfill by 2020.
- Not less than 90% of waste, by weight, arising from demolition works as part of the Development be re-used or recycled.
- Not less than 20% of construction materials, by weight, used in the Development to be from a re-used, recycled source or certified/accredited sustainable source.
- Not less than 25% of aggregate, by weight, used in the permanent works forming part of the Development to be from a recycled source.

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

Reason and pre-Commencement justification: To ensure that the construction of the Development minimises its environmental impacts and ensures high standards of sustainability are achieved in accordance with Policy 5.18 of the London Plan and Policy S.6 the Local Plan 2015 policies. Construction works have the potential to generate waste and there should be measures in place from the commencement of development to handle all potential waste in a sustainable manner.

17. The site waste outputs shall be monitored against the targets set out in condition 16 and reviewed within 6 months of the Commencement of the Development and thereafter every 6 months. The results of each review together with details of any proposed changes to the construction waste management plan to meet the targets shall be submitted to the Local Planning Authority and any changes to the reviewed CWMP shall be implemented as approved by the Local Planning Authority in writing.

Reason: To ensure that the construction of the Development minimises its environmental impacts and ensures high standards of sustainability are achieved in accordance with Policy 5.18 of the London Plan and Policy S.6 of the Local Plan 2015.

Construction dust

18. The Development shall not be Commenced in any Phase or Plot until a scheme for dust monitoring, assessment and mitigation for all construction activities has been submitted to and approved by the Local Planning Authority in writing. The scheme shall be substantially in accordance with the supplementary planning guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in July 2014 (as may be updated from time to time) and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- The frequency and other arrangements for dust monitoring; and

- The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

Reason: To protect the amenities of local residents and occupiers of other buildings in accordance with Policy 7.14 of the London Plan and Policy BN11 of the Local Plan 2015.

Pre-commencement justification: Measures to minimise the impacts of dust from construction works need to be in place at the commencement of development to protect sensitive users.

Construction noise and vibration

19. The Development shall not be Commenced in any Phase or Plot until a scheme for noise and vibration monitoring, assessment and mitigation for all construction plant and processes for that Phase or Plot has been submitted to and approved by the Local Planning Authority in writing. The scheme shall include:

- The identification of noise sensitive premises to be used as the location for noise monitoring, including any arrangements proposed for amending the selected locations if new noise sensitive premises are introduced during the construction period;
- a schedule of premises containing people or equipment potentially sensitive to disturbance from vibration or any buildings potentially at risk of damage from vibration (caused by construction operations on the Site)
- The noise parameters to be measured and the circumstances when continuous monitoring will be undertaken;
- The arrangements for reporting the results of noise monitoring to the Local Planning Authority;
- The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and
- The arrangements for implementing mitigation measures for sensitive premises during construction.

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

Reason: To protect the amenities of local residents and other sensitive receptors in accordance with Policy 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

Pre-commencement justification: Measures to minimise the impacts of noise and vibration from construction works need to be in place at the commencement of development to protect sensitive users.

Inspection of construction work

20. The Development shall not be Commenced until a scheme for the inspection and monitoring of the quality of construction work has been submitted to and approved by the Local Planning Authority in writing. All construction work shall be monitored and inspected in accordance with the approved scheme.

Reason: To ensure that a high quality of construction and detailing is achieved to secure a high quality built environment in accordance with Policy 7.6 of the London Plan and Policy BN1 of the Local Plan 2015.

CONSTRUCTION - REGULATORY CONDITIONS

Hours of work

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

Reason: To protect the amenities and environment of residents and other sensitive receptors in accordance with Policy 7.15 of the London Plan and Policy BN1 of the Local Plan 2015.

Approval of On Site Construction Facilities

22. Before any of the following construction facilities are installed, or brought into use on the Site, details of the siting and dimensions of that construction facility shall be submitted to and approved by the Local Planning Authority:

- prefabricated buildings greater than two storeys or a footprint of 200sqm within 100m of the boundary of the Site;
- concrete batching plant;
- waste sorting and despatch facilities; and
- parking areas for more than ten contractors' plant or vehicles within 100m of the Site boundary.

If, following approval, any of the facilities needs to be moved, the Local Planning Authority shall be given 14 days notice of any intended move. Unless the Local Planning Authority gives notice to the contrary within that period, the move can take place.

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

Reason: To protect the amenities and environment of local residents and others in accordance with Policies 7.14 and 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

Fencing

23. No new fencing shall be erected on the Site, or any existing fencing/hoardings altered unless full details have been approved by the Local Planning Authority and the Development shall be in accordance with the approved details.

Reason: To ensure that the environmental or other impacts of the fencing are minimised in accordance with Policy 7.5 of the London Plan and Policy BN1 of the Local Plan 2015.

Highway temporary access

24. Before any temporary vehicular access to a highway is brought into use, details of that access shall be submitted to and approved by the Local Planning Authority in writing and the Development carried out in accordance with the approved details.

Reason: To ensure highway safety and the amenity of local residents in accordance with Policy T4 of the Local Plan 2015.

Noise from construction

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

Reason: To ensure that best practicable means are used to reduce noise generated by construction in accordance with Policy 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

26. Noise from construction work shall give rise to noise levels no higher than 65dB LAeq (1 hour) and 70dB LAeq (1 minute) at any educational premises measured at 1m from the façade of the building during school hours in term time, except with the prior written approval of the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction in accordance with Policy 7.16 of the London Plan and Policy BN11 of the Local Plan 2015.

27. No impact piling shall take place unless it has the prior written approval of the Local Planning Authority and takes place in accordance with the terms of any such approval, or in accordance with a consent issued under s61 of the Control of Pollution Act, 1974.

Reason: To avoid, wherever possible, unnecessary noise from piling operations in accordance with Policy 7.16 of the London Plan and Policy BN11 of the Local Plan 2015. London and Local Plan policies

Removal of buildings and equipment on completion

28. All plant, temporary buildings, temporary bridges, fencing and other construction equipment shall be removed from each Development Plot:

- on the Completion of the Development in the Development Plot; or
- if there has been no construction activity related to the Development in the Development Plot for a period of 9 months, at the end of such period

unless amended details are agreed by the Local Planning Authority in writing.

Reason: To avoid unnecessary visual or other environmental impacts in accordance with Policy 7.4 of the London Plan and Policy BN1 of the Local Plan 2015.

SURFACE WATER – PRE-COMMENCEMENT CONDITIONS **Surface and foul Water Drainage Details**

29. No Development shall be Commenced in any Development Plot until a surface water and foul drainage and sewer flooding scheme for the relevant Development Phase/Interim Phase 1 or Development Plot as agreed with the Local Planning Authority, based on sustainable drainage principles and an assessment of the hydrological and

hydrogeological context of the Development, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include as a minimum:

- Details of critical storm events up to and including the 1 in 100 year return period event (1% AEP) plus an allowance for climate change at a 40% sensitivity test level or current level as identified in national planning guidance at the time in line of submission.
- details of sustainable drainage (SUDS) techniques, including in hard surfaced areas;
- measures to ensure that no untreated foul water discharges into watercourses;
- provision of trapped gullies and oil interceptors where necessary; and
- details of a maintenance programme.

The surface and foul water drainage relevant to each Development Plot shall subsequently be implemented in accordance with the approved scheme before the Completion of Development in the relevant Development Plot and thereafter maintained.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and to improve habitat and amenity in accordance with Policies 5.12 and 5.13 of the London Plan and Policy S8 of the Local Plan 2015.

Pre-commencement justification: To ensure risk of flooding is mitigated and protect water quality across the site.

SURFACE WATER - REGULATORY CONDITIONS

30. No infiltration of surface water drainage into the ground is permitted other than as approved in writing by the Local Planning Authority, which may be given for those parts of the Site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The Development shall be carried out in accordance with the details set out in any such express written consent.

Reason: To protect controlled waters from contamination and to ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels water pollution caused by mobilised contaminants in accordance with Policy 5.13 of the London Plan and Policy BN13 of the Local Plan 2015.

31. Prior to the sinking of any borehole on the site for the investigation of soils, groundwater or geotechnical purposes a scheme for the management of the borehole shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained, post-development, for monitoring purposes will be secured, protected and inspected. The scheme shall be implemented as approved and any redundant or retained boreholes shall be decommissioned or secured and protected (as applicable) prior to the occupation of any part of the Development Plot that contains such a redundant or retained borehole.

Reason: To ensure that redundant and retained boreholes are safe and secure, and do not cause groundwater pollution or loss of water supplies in line with paragraph 109 of the National Planning Policy Framework and The Environment Agency's approach to groundwater protection March 2017 Version 1.0 <https://www.gov.uk/government/publications/groundwater-protection-position-statements> and in accordance with Policy 5.15 of the London Plan and Policy BN13 of the Local Plan 2015.

ARCHAEOLOGY – PRE-COMMENCEMENT CONDITION

32. No demolition or development shall take place until a stage 1 written scheme of investigation for geoarchaeological modelling, and the evaluation of areas not previously investigated during the archaeological investigations pursuant to the Olympic Consents, but which are to be disturbed as part of the Development, has been submitted to and approved by the Local Planning Authority in writing.

Where specific impacts have been identified by the modelling and evaluation assessment report in stage 1, a further stage 2 written scheme of investigation and conservation management plan for the mitigation of those impacts through preservation by record and/or preservation in-situ (including foundation and basement design) shall be submitted to and approved by the Local Planning Authority in writing.

The Development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body approved in writing by the Local Planning Authority.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development is in accordance with Policy 7.8 of the London Plan and Policy BN12 of the Local Plan 2015.

Pre-commencement justification: The details may impact on the preservation of archaeological remains during construction works.

ARCHAEOLOGY – REGULATORY CONDITIONS

33. For land that is included within the stage 2 written scheme of investigation and conservation management plan, no demolition/development shall take place other than in accordance with the agreed stage 2 approved details, which shall include
- (i) The statement of significance and research objectives, the programme and methodology of site preservation and the nomination of a competent person(s) or organisation to undertake the agreed works; and
 - (ii) The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 written scheme of investigation.

The Development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body approved in writing by the Local Planning Authority.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development complies with Policy 7.8 of the London Plan and Policy BN12 of the Local Plan 2015.

34. Conditions 32 and 33 may be discharged for the whole Development or on a Phase basis or, if agreed in writing with the Local Planning Authority, on Development Plot basis.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development is in accordance with Policy 7.8 of the London Plan and Policy BN12 of the Local Plan 2015.

CONTAMINATED LAND AND REMEDIATION - PRECOMMENCEMENT CONDITIONS

Remediation Statement

35. No development shall commence until a Remediation Statement as defined by in the submitted Global Remediation Strategy Ref. CED-UCLE-DOC-CON-GLO-001_PL03 dated May 2017 has been submitted to and approved by the Local Planning Authority in writing. The Remediation Statement shall outline and justify the assessment approach required to be completed and approved by the Local Planning Authority prior to any commencement of Development. The Remediation Statement shall also define the phases of development for which subsequent submissions are required to be submitted to discharge Condition 37.

Reason: To safeguard human health, 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 off-site receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

Foundation works risk assessment

36. No foundations works (including piling, deep investigation boreholes, tunnel shafts, ground source heating and cooling systems or other similar penetrative methods) shall commence until a foundation works risk assessment, including a piling method statement, has been submitted to and approved in writing by the Local Planning Authority. The Development shall be implemented in accordance with the approved details.

Reason: To ensure that the proposed activities safeguard human health and do not harm controlled waters and groundwater resources in line with paragraph 109 of the NPPF and the Environment Agency's approach to groundwater protection March 2017 and in accordance Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015

Contamination assessment, remediation strategy and methodology

37. No Phase shall be commenced until details of remediation for that Phase as defined in the submitted Remediation Statement have been submitted to approved by the Local Planning Authority in writing. The contamination assessment, remediation strategy and methodology approach shall be detailed in either of the following documents:

- remediation protection method statement; or
- site specific remediation strategy and remediation method statement

Each submission shall contain as a minimum:

- A review of relevant previous contamination information as summarised in the approved consolidated validation reports in conjunction with the additional ground investigations undertaken as part of the Development. Any contamination assessment shall use appropriate assessment criteria.

- Details of the proposed development and general work methodology and programme.
- Measures and controls to protect the integrity of the existing remediation works as summarised in the consolidated validation reports.
- General health and safety and environmental controls including any details of any required authorisations, permits, licences and consents.
- Discovery strategy to deal with unexpected contamination.
- Details of how the remediation works and materials (including site won and imported) are to be validated.
- The remediation method statement shall include details of design, installation and verification of gas and vapour protection measures in accordance with current guidance and British Standards if required by the Local Planning Authority.

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

Reason: To safeguard human health, 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 in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

CONTAMINATED LAND AND REMEDIATION - PRE-OCCUPATION CONDITIONS

Remediation validation and protection

38. No occupation of any part of the permitted Development (or stage in development as may be agreed in writing with the Local Planning Authority) shall take place until a verification (or validation) report demonstrating completion of works set out in the approved remediation protection method statement, site specific remediation statement and remediation method statement has been submitted to and approved in writing by the Local Planning Authority.

The verification report shall assess and describe the requirements for long-term monitoring and maintenance (including contingency action) to ensure the effectiveness of the remediation measures implemented. The long-term monitoring and maintenance shall be implemented as approved.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015

CONTAMINATED LAND AND REMEDIATION - REGULATORY CONDITIONS

39. The Development, including all Remediation Works, shall be undertaken in accordance with the approved details referred to in conditions 37 and 38

Reason: To ensure that all Remediation Works are properly carried out in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015 London and Local Plan policies.

Unexpected contamination

40. If during development unexpected contamination is encountered then no further development shall be carried out until an addendum to the remediation protection method statement, site specific remediation statement and remediation method statement (referred to in conditions 37 and 38) has been submitted to and approved in writing by the Local Planning Authority (unless otherwise agreed in writing with the Local Planning Authority). The addendum shall be implemented as approved, in writing with the Local Planning Authority.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development is carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015

Infiltration drainage

41. No infiltration drainage into the ground is permitted other than with the prior written consent of the Local Planning Authority. If infiltration drainage is proposed then a written plan shall demonstrate that there is no unacceptable risk to controlled waters from contamination shall be submitted to and approved by the Local Planning Authority.

The Development shall be implemented in accordance with the approved details.

Reason: To safeguard controlled waters in accordance with Policy 5.13 of the London Plan and Policy BN13 of the Local Plan 2015.

SUSTAINABILITY, ENERGY AND CLIMATE CHANGE – FURTHER DETAILS

Sustainability

42. Prior to Commencement of construction of any building (or part of building) to be provided as part of the Development, evidence shall be submitted to the Local Planning Authority that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the building (or part of building) can achieve at least an "excellent" final BREEAM UK New Construction 2014 Technical Manual SD5076: Version 5.0. rating or equivalent to be agreed with the Local Planning Authority should the BREEAM methodology be superseded or updated or if there are updates to National Calculation Methodology.

Reason: To ensure a high standard of sustainable design and construction in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan and Policies S2 and S4 of the Local Plan 2015.

43. Within 6 months of the Occupation of each building (or part of building) provided as part of the Development a final certificate certifying that BREEAM UK New Construction 2014 Technical Manual SD5076: Version 5.0. rating "excellent" or better has been achieved for the relevant building (or part of building) or equivalent to be agreed with the Local Planning Authority should the BREEAM methodology be superseded or updated or if there are updates to the National Calculation Methodology shall be submitted to the Local Planning Authority for approval in writing.

Reason: To ensure a high standard of sustainable design and construction in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan and Policies S2 and S4 of the Local Plan 2015.

44. In the event that the Part L 2013 calculation methods, Standard Assessment Procedure (SAP) or National Calculation Method (NCM) that underpin Part L are updated by Government, Conditions 42 and 43 will continue to apply unless the applicant is able to provide reasonable evidence that the updates to the calculation procedure make the required BREEAM rating unattainable for the proposed development.

Reason: To ensure a high standard of sustainable design and construction in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan and Policies S2 and S4 of the Local Plan 2015.

SUSTAINABILITY, ENERGY AND CLIMATE CHANGE – REGULATORY

45. All buildings within the Development shall be fitted with water meters at the time of construction and shall meet as a minimum BREEAM UK 2014 Credit Wat 2 requirements.

Reason: To ensure a high standard of sustainable design and construction in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan and Policy S5 of the Local Plan 2015.

SUSTAINABILITY, ENERGY AND CLIMATE CHANGE - REGULATORY

Smart metering and reduction of energy demand

46. No buildings constructed as part of the Development shall be Occupied until smart meters have been installed (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas/heat and water consumption which shall as a minimum be designed to inform the occupants and owners of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

Reason: To optimise the standards of sustainable design and construction in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan and Policy S2 of the Local Plan 2015.

CO2 emission reductions

47. The Development shall maximise CO2 emission reduction and seek to achieve as a minimum the following CO2 emission reduction targets:

35% reduction in regulated annual CO2 emissions against Part L of Building Regulations 2013 and the SAP 2012 calculation methodology.

A minimum of 5,140 square metres of photo-voltaic panels shall be incorporated Site-Wide across the Development

Reason: To optimise the standards of sustainable design and construction in accordance with Policies 5.6 and 5.7 of the London Plan and Policies S2 and S4 of the Local Plan 2015.

Monitoring during construction

48. The following monitoring information in relation to the construction of the Development shall be provided to the Local Planning Authority on not less than an annual basis:

- Sustainable transport of materials and waste (including percentages transported by road, rail and water)
- waste generation and materials reuse and recycling
- air quality from construction activity within the Site
- noise from construction activity within the Site

The first such monitoring information shall be provided on the first anniversary of Commencement of the Development and on each anniversary thereafter until the Completion of the Development. The information shall be set out in a report detailing how the monitoring information measures against the targets set out in this condition and propose revised measures should the targets have not been met within the preceding monitoring period to be submitted to and agreed in writing with the Local Planning Authority.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with Policy 5.18 of the London Plan and Policies S6 and BN11 of the Local Plan 2015.

Monitoring post occupancy

49. Following the first Occupation of each Phase of the Development the monitoring information in relation to the Development as set out below shall be provided to the Local Planning Authority on not less than an annual basis:

- Electricity, gas and water consumption as a whole from the smart meters installed pursuant to Condition 46 where such data has been made available by the users/electricity suppliers subject to the Developer using reasonable endeavours to obtain such data)
- percentage of energy requirements sourced from On-Site renewable energy generation sources
- water use

The first such monitoring information shall be provided on the first anniversary of first Occupation of the Development and on each anniversary thereafter until 5 years from the Completion of Development. The information shall be set out in a report detailing the available data for the previous year.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with Policy 5.2 of the London Plan and Policies S2 and S5 of the Local Plan 2015.

BIODIVERSITY, HABITAT, OPEN SPACE AND LANDSCAPING

Green Infrastructure Statement

50. The Development shall be implemented in accordance with the approved Green Infrastructure Statement (document ref CED-UCLE-DOC-CON-GRE-001_PL03) and shall provide for the following minimum areas of types of space within the Development:

- A total of 2.5 Ha Public Realm Publically Accessible Open Space
- 0.92 Ha BAP Habitat including 0.55ha of Biodiverse Roof Space, 0.1ha species rich grassland, 0.1ha trees and shrubs, 0.1ha parks and amenity, and 0.07ha of streetscape

Reason: To ensure that adequate provision is made for Publicly Available Open Space, Play Space and BAP Habitat in accordance with Policies 7.17 7.18 7.19 of the London Plan and Policies SP3, BN3 and BN7 of the Local Plan 2015.

Landscaping

51. No building within any Development Plot shall be Occupied until the hard and soft landscaping works and planting for that Development Plot approved as part of the Reserved Matters approval or approvals for that Development Plot have been completed in accordance with the Development Plot landscape drawing that forms part of the Reserved Matters Specification. The landscaping works for each Development Plot shall include the details of any Biodiverse Roof to be provided within that Development Plot.

Reason: To ensure adequate landscaping of the Site in accordance with Policies 7.1, 7.4 and 7.5 of the London Plan and Policies SP3, BN1 and BN3 of the Local Plan 2015.

Protection of trees and habitats

52. The trees to be retained and existing habitats shown on the approved plans, or any replacement plan approved by the Local Planning Authority, shall be safeguarded during the construction of the Development and during the life of the Development. No safeguarded tree shall be lopped or felled without the prior approval of the Local Planning Authority.

Reason: To ensure that trees and habitats are protected in accordance with Policy 7.4 and 7.5 of the London Plan and Policy BN3 of the Local Plan 2015.

Replacement of Trees

53. Any retained tree or any tree or shrub planted as part of any landscaping provided within the Development that, within a period of five years from when it is first planted, is removed, dies or becomes seriously damaged or diseased, shall be replaced in the next planting season with a specimen of an appropriate size and the same species as originally present or planted in the next available planting season, unless otherwise agreed by the Local Planning Authority.

Reason: To ensure that trees and landscaping are properly maintained in accordance with with Policies 7.1, 7.4 and 7.5 of the London Plan and Policies SP3, BN1 and BN3 of the Local Plan 2015.

Biodiversity Action Plan

54. All BAP Habitat within the Site shall be implemented, monitored, managed and maintained in accordance with the approved Legacy Communities Scheme Biodiversity Action Plan (ref 13/00391/106) or any approved update to the Legacy Communities Scheme Biodiversity Action Plan.

Reason: To help achieve biodiversity objectives and protect habitats and species in accordance with Policy 7.19 of the London Plan and Policy BN3 of the Local Plan 2015.

Biodiverse Roof Space

55. The Development shall not be Commenced above ground until a Site Wide minimum specification for Biodiverse Roof Space has been submitted to and approved by the Local Planning Authority in writing. The specification shall include as a minimum:
- The proposed distribution of at least 0.55 ha Biodiverse Roof Space across the Development
 - Planting specifications including species, minimum planting densities, growing medium, and drainage
 - Details of measures to support wild-life

The Biodiverse Roof Space shall be provided and retained in accordance with the Site Wide minimum specification for Biodiverse Roof Space approved under this condition and as approved by the Local Planning Authority as part of the Reserved Matters application. No building supporting Biodiverse Roof Space shall be Occupied prior to provision of the Biodiverse Roof Space it is supporting.

Reason: To ensure appropriate provision of BAP Habitat within the Development in accordance with Policy 7.19 of the London Plan and Policy BN3 of the Local Plan 2015.

Prior to the Commencement of the Development a detailed method statement for removing or the long-term management/control

Management and maintenance plan for landscaping and open space

56. No part of the Development shall be Occupied until a Site Wide framework setting out the management and maintenance principles for the Public Realm provided as part of the Development has been submitted to and approved in writing by the Local Planning Authority. The Site Wide framework shall be prepared in accordance with the details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements approved pursuant to Conditions 51-56

Reason: To ensure an appropriate management and maintenance regime is in place for the Public Realm/Open Space in accordance with Policies 7.4 and 7.5 of the London Plan and Policies SP3, BN1 and BN3 of the Local Plan 2015.

TRANSPORT

On-Site temporary permissive path and temporary permissive cycle connections

57. Prior to the Commencement of the Development a temporary permissive connections strategy shall be submitted to and approved by the Local Planning Authority in writing and thereafter implemented as approved throughout the construction of the Development. The strategy shall demonstrate how and in what location(s) temporary permissive paths and temporary permissive cycle connections shall be maintained and kept freely accessible to the general public at all times throughout the construction of the Development.

Reason: To maintain routes for public use across the Site throughout the construction of the Development until the new highway network is available for public use in accordance with Policies 6.9, 6.10 and 7.5 of the London Plan and Policies T4 and T6 of the Local Plan 2015.

Access routes

58. No building constructed as part of the Development shall be Occupied until vehicular, pedestrian and emergency vehicle route(s) needed to access that building have been completed and are open to the public.

Reason: To ensure the highway infrastructure is provided in a timely manner prior to the Occupation of the Development in accordance with Policies 6.7 and 7.13 of the London Plan and Policies T4 and T6 of the Local Plan 2015.

Car Parking Permits

59. No occupiers of the Development hereby permitted, shall apply to the local highway authority for a parking permit or retain such permit, with the exception of disabled persons who are bluebadge holders and if such permit is issued it shall be surrendered to the local highway authority within seven days of written demand.

Before the Development is Occupied arrangements shall be agreed in writing with the Local Planning Authority and put in place to ensure that, with the exception of disabled persons, no resident or occupier of the Development shall obtain a parking permit within any controlled parking zone which may be in force in the area at any time.

Reason: In order that the prospective occupiers of the academic, student accommodation or commercial units are made aware of the fact that they will not be entitled to an off-street car parking permit, in the interests of the proper management of parking and to ensure that the development does not harm the amenities of the local area in accordance with Policies 6.11 and 6.12 of the London Plan and Policy T4 of the Local Plan Policy.

Electric Charging Point Provision

60. No Development Plot shall be Occupied unless the details for provision of electric charging points for delivery vehicles or blue badge driver vehicles within the Development Plot has been submitted to and agreed by the Local Planning Authority. The details shall be implemented as agreed and permanently retained.

Reason: To secure the provision of electronic vehicle charging points in accordance with Policy 6.13 of the London Plan and Policy T4 of the Local Plan 2015.

Travel Plans

61. No Development shall be Commenced unless and until a travel plan coordinator has been appointed. A travel plan coordinator shall remain appointed until the last travel plan review (as required by Condition 64) takes place.

Reason: To ensure a travel plan Coordinator is appointed to oversee the travel plans on the Development in order to encourage the use of sustainable travel modes in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

62. No Development in a Development Plot shall be Occupied unless a travel plan has been submitted to and approved by the Local Planning Authority for that Plot.

Reason: To encourage residents, employees and users to adopt sustainable travel modes in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

63. Each travel plan shall be monitored and reviewed within 1 year of first Occupation of the Development Plot to which the travel plan relates and thereafter every two years with the last review taking place two years after Occupation of the last building within that Development Plot. The monitoring and review shall monitor and review:

1. trip generation rates;
2. mode share and change in mode share over time;
3. use of Blue Badge parking
4. the effectiveness of the Site Wide travel plan and, following the review of such effectiveness, the need for revised or enhanced measures to fulfil the aims of the Site Wide travel plan together with the timetable for implementing the revised or enhanced measures; and
5. the effectiveness of the Site Wide delivery and servicing strategy and, following the review of such effectiveness, the need for revised or enhanced measures to fulfil the aims of the Site Wide delivery and servicing strategy and the Development Plot delivery and servicing strategy together with the timetable for implementing the revised or enhanced measures;

The survey results shall be iTrace and TRAVL compliant or compliant with such other subsequent or replacement best practice guidance as shall apply at the date that the monitoring and review is carried out.

The results of each review carried out pursuant to this Condition shall be submitted to the Local Planning Authority and to the LTG together with details as to:

- how the reviewed travel plan has operated in the preceding period and specifically how effective the reviewed travel plan has been in implementing the measures contained within the Site Wide travel plan;
- how the reviewed Site Wide delivery and servicing strategy has operated in the preceding period and specifically how effective the reviewed delivery and servicing strategy has been in implementing the measures contained within the Site Wide delivery and servicing strategy;

and such submission shall propose any changes to the relevant travel plan for approval by the Local Planning Authority (in consultation with the LTG). Any changes to the reviewed travel plan approved pursuant to this Condition shall thereafter be implemented unless further changes reviewed delivery and servicing strategy are approved by the Local Planning Authority pursuant to this Condition.

Reason: To encourage student residents, employees and users to adopt sustainable travel modes, to ensure adequate monitoring of travel modes and to ensure the zonal travel plans and the zonal delivery and servicing strategies and identified measures are updated as necessary in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

64. The cycle parking provision across the Development will comply with the prescribed standards below:

Classification / Use Class	Ratio of Long Stay Cycle Parking Spaces	Ratio of Short Stay Cycle Parking Spaces
D1 (University / College)	1 space per 4 staff + 1 space per 20 FTE ¹ students	1 space per 7 FTE students ¹
B1 light industrial / R&D	1 space per 250sqm	1 space per 1,000sqm
Student Accommodation (Sui Generis)	1 space per 2 beds	1 space per 40 beds
A1 (non-food)	From a threshold of 100sqm : first 1,000sqm: 1 space per 250sqm thereafter: 1 space per 1,000sqm	From a threshold of 100sqm : first 1,000sqm: 1 space per 125sqm thereafter: 1 space per 1,000sqm
A1 (Food)	From a threshold of 100sqm: 1 space per 175sqm	From a threshold of 100sqm: first 750sqm: 1 space per 40sqm thereafter: 1 space per 300sqm
A2-A5	From a threshold of 100sqm: 1 space per 175sqm	From a threshold of 100sqm: 1 space per 40sqm

¹ Where FTE corresponds to maximum occupancy as identified in the Transport Assessment

Reason: To ensure a suitable level of cycle parking is provided as part of the Development in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

65. No building shall be Occupied unless and until the long stay cycle parking facilities for that building have been installed and made available for use in accordance with the details approved as part of each Reserved Matters consent, in line with the standards identified in Condition 64 and up to the maximums stated in the table below.

Classification / Use Class	Phase 1	Phase 1 & 2
D1 (University / College)	130	481
B1 light industrial / R&D	18	64
Student Accommodation (Sui Generis)	335	900
A1 (non-food)	13	26
A1 (Food)		

A2-A5		
Total	496	1,471

Reason: To ensure the timely provision of cycle parking facilities in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

66. No building shall be Occupied unless and until the short stay cycle parking facilities for that building have been installed and made available for use in accordance with the details approved as part of each Reserved Matters consent, in line with the standards identified in Condition 64 with the exception of D1 uses which are covered in condition 67.

Reason: To ensure the timely provision of cycle parking facilities in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

67. For D1 uses, an initial short stay cycle parking provision of 50% of the prescribed standards as set out in Condition 64 shall be provided for each building. Demand for these cycle parking spaces will be monitored through the Travel Plan and increased in line with demand up to the ratio identified in Condition 64 and up to the maximums stated in the table below.

Classification / Use Class	Phase 1	Phase 1 & 2
D1 (University / College)	148	541
B1 light industrial / R&D	5	16
Student Accommodation (Sui Generis)	17	45
A1 (non-food)	53	106
A1 (Food)		
A2-A5		
Total	223	708

Reason: To ensure the suitable and timely provision of cycle parking facilities in accordance with in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015 without negative adverse effect on development design

68. No building shall be Occupied unless and until the cycle parking facilities for that building have been installed and made available for use in accordance with the details approved as part of each Reserved Matters consent.

Reason: To ensure the timely provision of cycle parking facilities in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

Delivery and Servicing Strategy

69. Following approval the delivery and servicing strategy shall be implemented prior to the Occupation of any part of that Development Plot to which the Reserved Matters application relates and continue to be implemented for the life of the Development.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with Policy 6.11 of the London Plan and Policy T4 of the Local Plan 2015.

Operational Noise and Extract Systems

70. Before any heating, air conditioning or other plant generating external noise is installed in any building, details of that plant, including any noise mitigation and predicted noise levels at any sensitive receptor, shall be submitted to and approved by the Local Planning Authority. An assessment shall be submitted following the calculation methodology under BS4142. Where background noise level can be reliably established, the rating noise levels (as defined by BS4142) from the installed plant shall not exceed that background noise level at any sensitive receptor. Where background noise level cannot be reliably established, the rating noise levels (as defined by BS4142) from the installed plant shall not exceed 40dB LAeq (5 minutes) at any sensitive receptor.

Reason: To protect the amenities of local residents and users in accordance with Policy 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

71. The air conditioning, extraction system(s) and any other plant generating external noise installed within those parts of the Development falling within Use Classes A3-A5 shall be maintained to meet and Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (Department for Environment, Food and Rural Affairs, 2005) criteria for the lifetime of the development unless non-material changes are otherwise approved in writing by the Local Planning Authority.

Reason: To protect the amenities of local residents and users in accordance with 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

Internal noise levels

72. Prior to the Occupation of any student bedroom within the Development a scheme of measures that will ensure internal noise levels meet the 'good' criteria specified in BS8233 'Sound Insulation and noise reduction for buildings – Code of Practice' shall be submitted to the Local Planning Authority for approval. Such measures as approved by the Local Planning Authority shall be installed prior to the Occupation of each student bedroom.

Reason: To protect the amenities of future residents in accordance with Policy 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

Site Wide CCTV Framework

73. The Development shall not be Occupied until CCTV facilities have been provided in accordance with the approved Reserved Matters and the CCTV facilities shall be retained in accordance with the approved details.

Reason: To protect the safety of future residents in accordance with Policy 7.13 of the London Plan and Policy BN1 of the Local Plan 2015.

Building height limits

74. Without the prior written approval of the Local Planning Authority, no temporary or permanent building (including any crane, aerial or antenna) which exceeds the height of 96m AOD shall be erected in connection with the Development.

Reason: To ensure that operations at London City Airport are safeguarded.

Telecommunications

75. Before any telecommunications mast or external transmitter is installed on the Site, a telecommunications strategy shall be submitted to and approved by the Local Planning Authority. This shall set out an overall plan for the temporary and permanent telecommunications equipment required. Wherever possible, telecommunications equipment should be incorporated into the permanent buildings to be erected. The telecommunications strategy shall take account of and comply with guidelines set by the International Commission On Non-Ionizing Radiation Protection and include detail of how it conforms with the LCS Telecommunications Strategy (14/00517/AOD) or a convergence statement

Reason: To reduce visual intrusion, and to comply with prevailing guidelines on radiation protection from telecommunications equipment in accordance with Policies 7.4, 7.5 and 7.6 of the London Plan and Policy IN.1 of the Local Plan 2015.

Permitted Development

76. None of the rights contained in Part 2 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 shall be exercised.

Reason: To provide control over minor operations given the particular character and appearance of the Olympic Park area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality in accordance with Policies 7.4, 7.5 and 7.6 of the London Plan and Policy BN1 and BN2 of the Local Plan 2015.

Retail units

77. No individual retail unit shall exceed 200 sqm net sales area and there shall be no amalgamation of individual retail units.

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with Policy 4.7 of the London Plan and Policy B2 of the Local Plan 2015.

78. No Development shall be Commenced in Phase 2 of the Development until details have been submitted to and approved by the Local Planning Authority which make provision for stepped and ramped access from the City Mill River towpath level to the Phase 2 of the Development level. No part of Phase 2 shall be Occupied until the approved details have been completed.

Reason: To ensure that suitable provision is made for inclusive access and connectivity between the Development and the City Mill River towpath in accordance with Policy 7.2 of the London Plan and Policy T6 of the Local Plan 2015.

Hours of Operation

79. The uses hereby permitted under Use Classes A3-A5, shall not be carried on outside the hours of 09:00 to 23:30 Monday to Sunday (including Bank Holidays).

Reason: To prevent noise and disturbance in accordance with Policy 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

Implementation of consent

80. No development shall Commence in any Development Plot until a Confirmatory Deed (as defined in the Section 106 Agreement) relating to that Development Plot has been entered into.

Reason: To ensure that the developer's legal interest in each Development Plot is bound into the terms of the Section 106 Agreement.

INFORMATIVES

Community Infrastructure Levy

1. CIL - You will be liable to pay Community Infrastructure Levy (CIL) to London Legacy Development Corporation as collecting authority on commencement of the above development. Charges have been levied under the Mayor of London CIL Charging Schedule which took effect on 1 April 2012, the London Legacy Development Corporation Charging Schedule which took effect on 6 April 2015 and section 211 of the Planning Act 2008. For the purposes of CIL, Phase 2 may be delivered in sub-phases on a Development Plot basis. The Development Plots are shown on the approved drawing CED-UCLE-DWG-APP-PAR-DEV-001. For further information on CIL please see <http://queenelizabetholympicpark.co.uk/planning-authority/planning-policy/community-infrastructure-levies>

Utilities

2. It is your responsibility to take into account whether the items listed below may be present and if they could be affected by your proposed activities. Further "Essential Guidance" in respect of these items can be found on the National Grid Website (<http://www2.nationalgrid.com/WorkArea/DownloadAsset.aspx?id=8589934982>)

This assessment solely relates to Cadent Gas Ltd, National Grid Electricity Transmission plc (NGET) and National Grid Gas plc (NGG) and apparatus. This assessment does NOT include:

- Cadent and/or National Grid's legal interest (easements or wayleaves) in the land which restricts activity in proximity to Cadent and/or National Grid's assets in private land. You must obtain details of any such restrictions from the landowner in the first instance and if in doubt contact Plant Protection
- Gas service pipes and related apparatus
- Recently installed apparatus
- Apparatus owned by other organisations, e.g. other gas distribution operators, local electricity companies, other utilities, etc.

Canal & River

3. The applicant/developer should refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure that any necessary consents are obtained

<https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice>).

4. The applicant/developer is advised that any access over the waterspace that might be required during construction requires written consent from the Canal & River Trust, and they should contact the Canal & River Trust regarding this.

Railways and DLR

5. No cranes should be erected or dismantled at the Site until approval from DLR/Network Rail has been obtained in writing. A minimum of 6 weeks' notice of the commencement of development should be provided in writing to DLR/Network Rail. Approval for details of cranes will be approved through the Construction Environmental Management Plan and the applicant is advised to seek the approval of DLR and provide details of DLR approval within any CEMP submission to the Local Planning Authority.
6. Radio communications within the development must not interfere with radio signals for the operation of the railway and the applicant should ensure that site operatives have technically or geographically assigned frequencies by Ofcom and that there is no conflict with the frequencies operated by DLR for the running of the railway.
7. The applicant has a responsibility to mitigate against operational noise and vibration from an existing railway.
8. Network Rail strongly recommends the developer contacts Asset Protection Kent Asset Protection Anglia:AssetProtectionAnglia@networkrail.co.uk prior to any works commencing on site. Network Rail strongly recommends the developer agrees an Asset Protection Agreement with us to enable approval of detailed works. More information can also be obtained from our website at www.networkrail.co.uk/asp/1538.aspx.
9. The developer/applicant must ensure that their proposal, both during construction and after completion of works on site, does not:
 - encroach onto Network Rail land
 - affect the safety, operation or integrity of the company's railway and its infrastructure
 - undermine its support zone
 - damage the company's infrastructure
 - place additional load on cuttings
 - adversely affect any railway land or structure
 - over-sail or encroach upon the air-space of any Network Rail land
 - cause to obstruct or interfere with any works or proposed works or Network Rail development both now and in the future

Plant and Materials

10. All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no plant or materials are capable of falling within 3.0m of the boundary with Network Rail.

Piling

11. Where vibro-compaction/displacement piling plant is to be used in development, details of the use of such machinery and a method statement should be submitted for the approval of the Network

Rail's Asset Protection Engineer prior to the commencement of works and the works shall only be carried out in accordance with the approved method statement.

Lighting

12. Any lighting associated with the development (including vehicle lights) must not interfere with the sighting of signalling apparatus and/or train drivers vision on approaching trains. The location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway. The developers should obtain Network Rail's Asset Protection Engineer's approval of their detailed proposals regarding lighting.

Noise and Vibration

13. The potential for any noise/ vibration impacts caused by the proximity between the proposed development and any existing railway must be assessed in the context of the National Planning Policy Framework which holds relevant national guidance information. The current level of usage may be subject to change at any time without notification including increased frequency of trains, night time train running and heavy freight trains.

Environment Agency

Contamination

14. Follow the risk management framework provided in CLR11, Model Procedures for the Management of Land Contamination, when dealing with land affected by contamination.
15. Refer to the Environment Agency Guiding principles for land contamination for the type of information that are required in order to assess risks to controlled waters from the site. The Local Planning Authority can advise on risk to other receptors, such as human health.
16. Consider using the National Quality Mark Scheme for Land Contamination Management which involves the use of competent persons to ensure that land contamination risks are appropriately managed.
17. Refer to the contaminated land pages on GOV.UK for more information. We expect the site investigations to be carried out in accordance with best practice guidance for site investigations on land affected by land contamination.
E.g. British Standards when investigating potentially contaminated sites and groundwater, and references with these documents:
 - BS5930:2015 Code of practice for site investigations;
 - BS 10175:2011+A1:2013 Code of practice for investigation of potentially contaminated sites;
 - BS ISO 5667-22:2010 Water quality. Sampling. Guidance on the design and installation of groundwater monitoring points;
 - BS ISO 5667-11:2009 Water quality. Sampling. Guidance on sampling of groundwaters (A minimum of 3 groundwater monitoring boreholes are required to establish the groundwater levels, flow patterns but more may be required to establish the conceptual site model and groundwater quality. See RTM 2006 and MNA guidance for further details).
 - Use MCERTS accredited methods for testing contaminated soils at the site.
18. A Detailed Quantitative Risk Assessment (DQRA) for controlled waters using the results of the site investigations with consideration of the hydrogeology of the site and the degree of any existing groundwater and surface water pollution should be carried out. This increased provision of information by the applicant reflects the potentially greater risk to the water environment. The DQRA report should be prepared by a "Competent person" E.g. a suitably qualified

hydrogeologist. In the absence of any applicable on-site data, a range of values should be used to calculate the sensitivity of the input parameter on the outcome of the risk assessment.

- GP3 version 1.1 August 2013 provided further guidance on setting compliance points in DQRAs.
- Where groundwater has been impacted by contamination on site, the default compliance point for both Principal and Secondary aquifers is 50m.

19. Where leaching tests are used it is strongly recommended that BS ISO 18772:2008 is followed as a logical process to aid the selection and justification of appropriate tests based on a conceptual understanding of soil and contaminant properties, likely and worst-case exposure conditions, leaching mechanisms, and study objectives. During risk assessment one should characterise the leaching behaviour of contaminated soils using an appropriate suite of tests. As a minimum these tests should be:
- upflow percolation column test, run to LS 2 – to derive kappa values;
 - pH dependence test if pH shifts are realistically predicted with regard to soil properties and exposure scenario; and
 - LS 2 batch test – to benchmark results of a simple compliance test against the final step of the column test.

Following the DQRA, a Remediation Options Appraisal to determine the Remediation Strategy in accordance with CRL 11. The verification plan should include proposals for a groundwater-monitoring programme to encompass regular monitoring for a period before, during and after ground works. E.g. monthly monitoring before, during and for at least the first quarter after completion of ground works, and then quarterly for the remaining 9-month period). The verification report should be undertaken in accordance with in our guidance **Verification of Remediation of Land Contamination** <http://publications.environment-agency.gov.uk/pdf/SCHO0210BRXF-e-e.pdf>

20. Where SUDs are proposed; infiltration SUDs should not be located in unsuitable and unstable ground conditions such as land affected by contamination or solution features. Where infiltration SuDS are to be used for surface run-off from roads, car parking and public or amenity areas, they should have a suitable series of treatment steps to prevent the pollution of groundwater. For the immediate drainage catchment areas used for handling and storage of chemicals and fuel, handling and storage of waste and lorry, bus and coach parking or turning areas, infiltration SuDS are not permitted without an environmental permit. Further advice is available in the updated CIRIA SUDs manual http://www.ciria.org/Resources/Free_publications/SuDS_manual_C753.aspx

Biodiversity

21. The landscaping management and Construction Environmental Management Plan details should include appropriate control measures for removing or long-term management of invasive non-native species that may be present during development phases, including measures to ensure that any soils brought to the site are free of the seeds/root/stem of any invasive plant listed under the Wildlife and Countryside Act 1981 as amended. Planting should be of native species only.

Environmental Permit

22. Under the terms of the Environmental Permitting Regulations a Flood Risk Activity Permit is required from the Environment Agency for any proposed works or structures, in, under, over or within 8 metres of the top of the bank of a 'main river'. Details of lower risk activities that may be Excluded or Exempt from the Permitting Regulations can be found on the gov.uk website. For further information please contact us at PSO-Thames@environment-agency.gov.uk.

BREEAM

23. In the event that BREEAM rating system is abolished or replaced, the following requirements shall apply:

- (a) the evidence, reports and certificates required pursuant to Conditions 42-43 shall be required in respect of any building (or part of building) for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement, and such evidence, reports and certificates shall be required prior to the Commencement or Occupation (as applicable) of any such building (or part of building);
- (b) the aforementioned evidence, reports and certificates shall continue to be required in respect of any building (or part of building) for which Reserved Matters are lodged in the period:
 - (i) commencing with the date of such abolition or replacement; and
 - (ii) ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing and certifying that the sustainability performance of buildings is at least equivalent to the minimum requirements set out in Conditions 42 and 43 (for the purposes of this Condition only, the "Alternative Certification"),

and such evidence, reports and certificates shall be required prior to the Commencement or Occupation (as applicable) of any such building (or part of building);

- (c) evidence, reports and/or certificates in the form identified as part of, and by the triggers outlined in, the Alternative Certification shall be required in respect of any building (or part of building) for which Reserved Matters are lodged following the Approval Date (and the requirement for the evidence, reports and certificates pursuant to Conditions 42 and 43 shall not apply to such buildings (or part of buildings)).

L B Newham

24. All A3 or A5 units must have a grease trap fitted as standard to control the release of fat into drainage systems.

Air Quality/Noise and Vibration/Code of Construction Practice/Environmental Management

- 25. The CEMP should detail the steps to be taken to minimise dust and other emissions from the construction of the Development and should set out monitoring and review procedures of mitigation measures.
- 26. The Environmental Statement provides a Section 61 agreement as the main construction noise mitigation measure, therefore all works will need approval via a Section 61 and not just out-of-hours work to ensure compliance with the Environmental Statement in accordance with condition 10.
- 27. The ES recommends a number of glazing specifications to achieve internal noise levels in line with BS8233. The final details of the glazing, ventilation and roof terrace balustrades prior to their installation, with evidence that the chosen specifications can indeed achieve the internal

noise targets should be provided as part of submission for discharge of condition 72. Evidence could be manufacturers' test data to demonstrate compliance with the recommended $Rw+Ctr$ values in the ES and BS8233 calculations showing all mitigation measures fitted together provide the necessary internal levels.

28. Building Control need to be consulted on the requirements of Building Bulletin 93 and the noise levels required within educational spaces.

Natural England

Protected species

29. Natural England Standing Advice for Protected Species is available on our website to help local planning authorities better understand the impact of development on protected or priority species should they be identified as an issue at particular developments. This also sets out when, following receipt of survey information, the authority should undertake further consultation with Natural England.

Breeding birds

30. For applications affecting breeding birds Natural England would advise that works commence outside the bird-breeding season (March- September).

Priority Species

31. We would also advise that nest boxes for swifts and nesting opportunities for black redstarts for example are included in conjunction with habitat creation for applications in and around the Olympic Park.

BAP Habitats and Environmental Management

32. CEMP's should protect BAP habitats by including measures to prevent (i) dumping or storing of machinery or materials within the BAP habitat boundary, (ii) trampling of the BAP habitat (iii) vehicular access across adjacent areas of BAP habitat.

Sport England

33. In line with the Government's NPPF (including Section 8) and PPG (Health and wellbeing section), consideration should also be given to how any new development, especially for new housing, will provide opportunities for people to lead healthy lifestyles and create healthy communities. Sport England's Active Design guidance can be used to help with this when developing or assessing a proposal and should be incorporated into the design of the landscaping and public realm for consideration in the reserved matters applications. Active Design provides ten principles to help ensure the design and layout of development encourages and promotes participation in sport and physical activity. NPPF Section 8: <https://www.gov.uk/guidance/national-planning-policy-framework/8-promoting-healthy-communities> PPG Health and wellbeing section: <https://www.gov.uk/guidance/health-and-wellbeing> Sport England's Active Design Guidance: <https://www.sportengland.org/activedesign>

Thames Water

34. There are public sewers crossing or close to your development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or

an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted for extensions to existing buildings. The applicant is advised to visit thameswater.co.uk/buildover

35. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.
36. There is a Thames Water main crossing the development site which may/will need to be diverted at the Developer's cost, or necessitate amendments to the proposed development design so that the aforementioned main can be retained. Unrestricted access must be available at all times for maintenance and repair. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.

APPENDIX 3
PHASE 1 PLAN

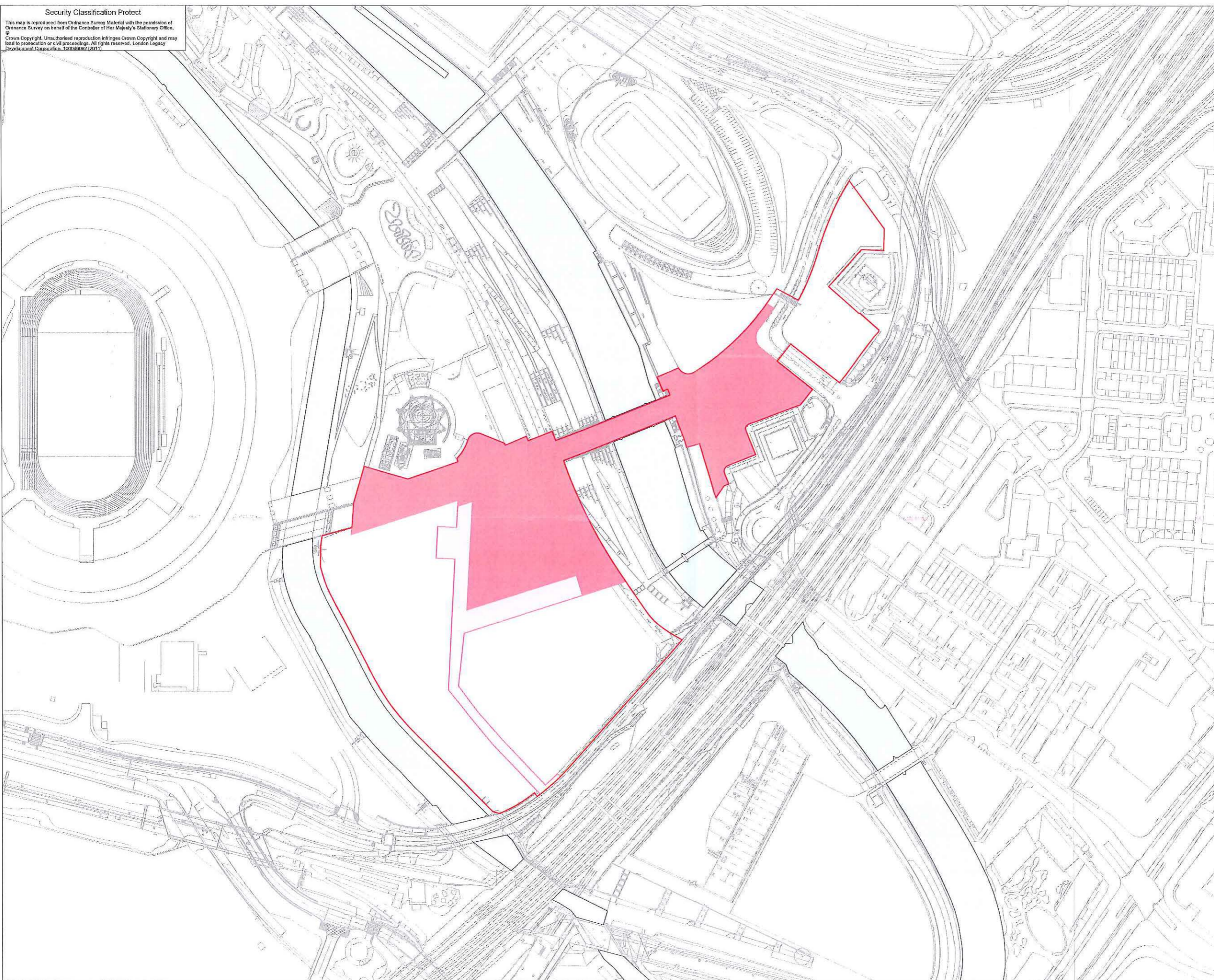
Security Classification Protect
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Do not scale this drawing.

Keys:

- Land within planning application boundary
- Phase 1: Construction assumed 2018-2020
- Interim Phase 1 Public Realm Landscape and Servicing



PL01	For s.106 Agreement	SNg	AH	March 2018
Rev	Description	Drawn	Checked	Date

Safety, Health and Environment Information
 In addition to the hazards / risks normally associated with the types of work detailed on this drawing, note the following risks and information:

Construction

Dismantling / Demolition (Future)

For information relating to Use, Cleaning and Maintenance see the Health and Safety File. It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved method statement.

Creator

Prepared by
LD&A DESIGN
 On behalf of the LLDC

Drawing Title

UCL East
 s.106 Appendix 3
 Phase 1 Plan

Project Title

UCL East

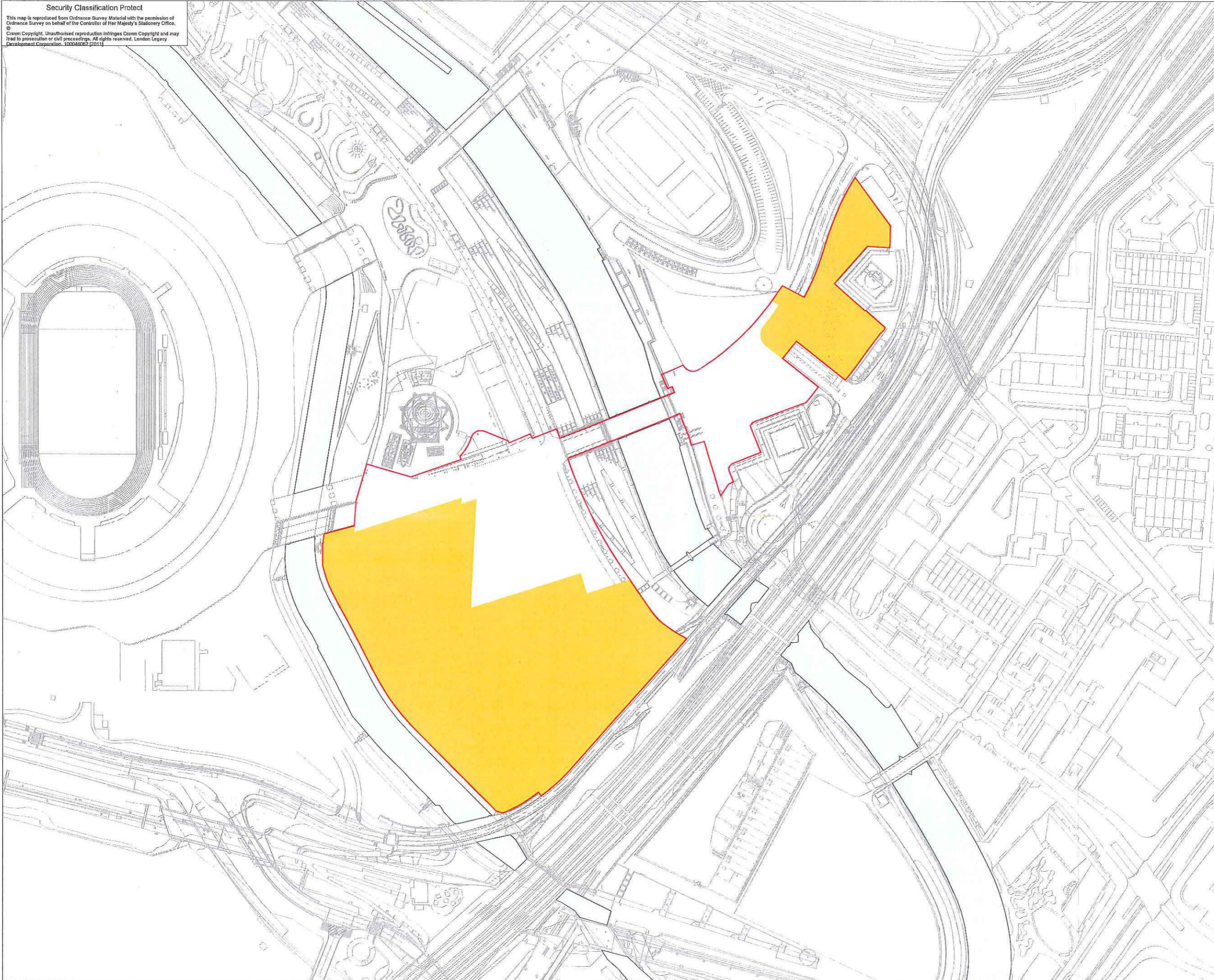
Connect No.	MP201-UCL-MP-DPL-0020		Rev. PD1
Drawn	Checked	Approved	
SNg	AH	LLDC	
Date	Scale	Size	
March 2018	1:1250	A1	
Purpose of Drawing	Suitability		
	s.106	S2	
Drawing No.	CED-UCL-DWG-S106-PHS-001		Rev. PL01

APPENDIX 4
PHASE 2 PLAN

Security Classification Protect
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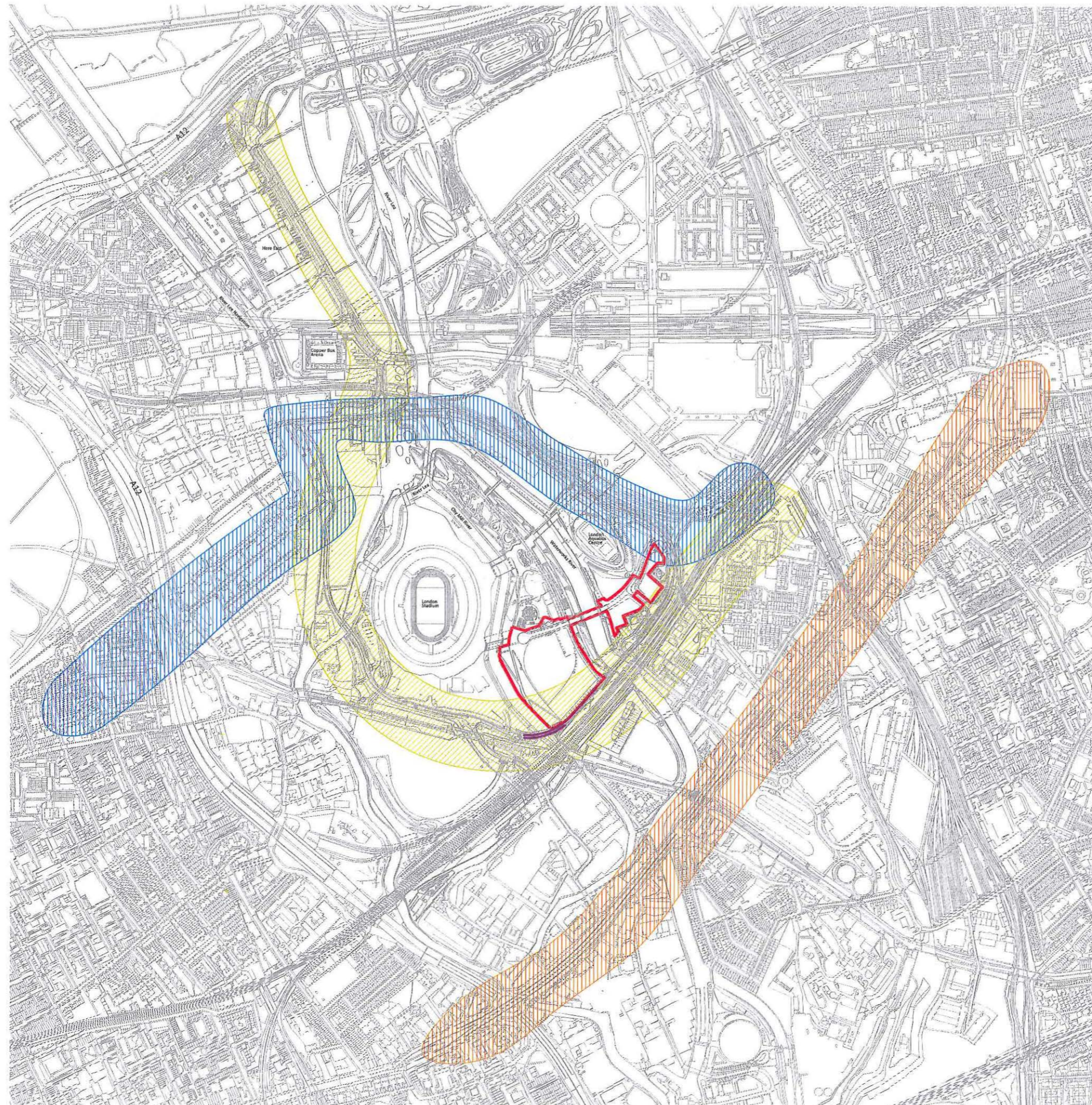
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 Keys:
 Land within planning application boundary
 Phase 2: Construction assumed 2030-2034



PL01	For s.106 Agreement	SNg	AH	March 2018
Rev	Description	Drawn	CHK'd	Date
Safety, Health and Environment Information				
In addition to the hazards / risks normally associated with the types of work detailed on this drawing, note the following risks and information:				
Construction				
Dismantling / Demolition (Future)				
For information relating to Use, Cleaning and Maintenance see the Health and Safety File. It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved method statement.				
Creator				
Prepared by LD A DESIGN On behalf of the LLDC				
Drawing Title				
UCL East s.106 Appendix 4 Phase 2 Plan				
Project Title				
UCL East				
Project No.	MP201-UCL-EMP-DPL-0021	Rev. P01		
Drawn	SNg	Checked	AH	Approved LLDC
Date	March 2018	Scale	1:1250	Size A1
Purpose of Drawing	s.106	Suitability		S2
Drawing No.	CED-UCL-EMP-DWG-S106-PHS-002	Rev.		PL01

APPENDIX 5
BUS SERVICE ENHANCEMENT PLAN



Notes:-
Do not scale from this drawing.

LONDON LEGACY DEVELOPMENT CORPORATION

Level 10, 1 Stratford Place
Montfichet Road, London
E20 1EJ
+44 (0) 20 3288 1800
Info@londonlegacy.co.uk

Project:
UCL East

Location:
Queen Elizabeth Olympic Park,
London

Drawing Title:
UCL S106 Appendix 15
Bus Service Enhancement Plan

Drawing Reference:
CED-UCL-DCW-S106-BUS-001
Status: Illustrative
Issue: 001
Date: 22.03.2018
Scale: 1:10 000 @ A3
Drawn by: AM
Checked by: HL

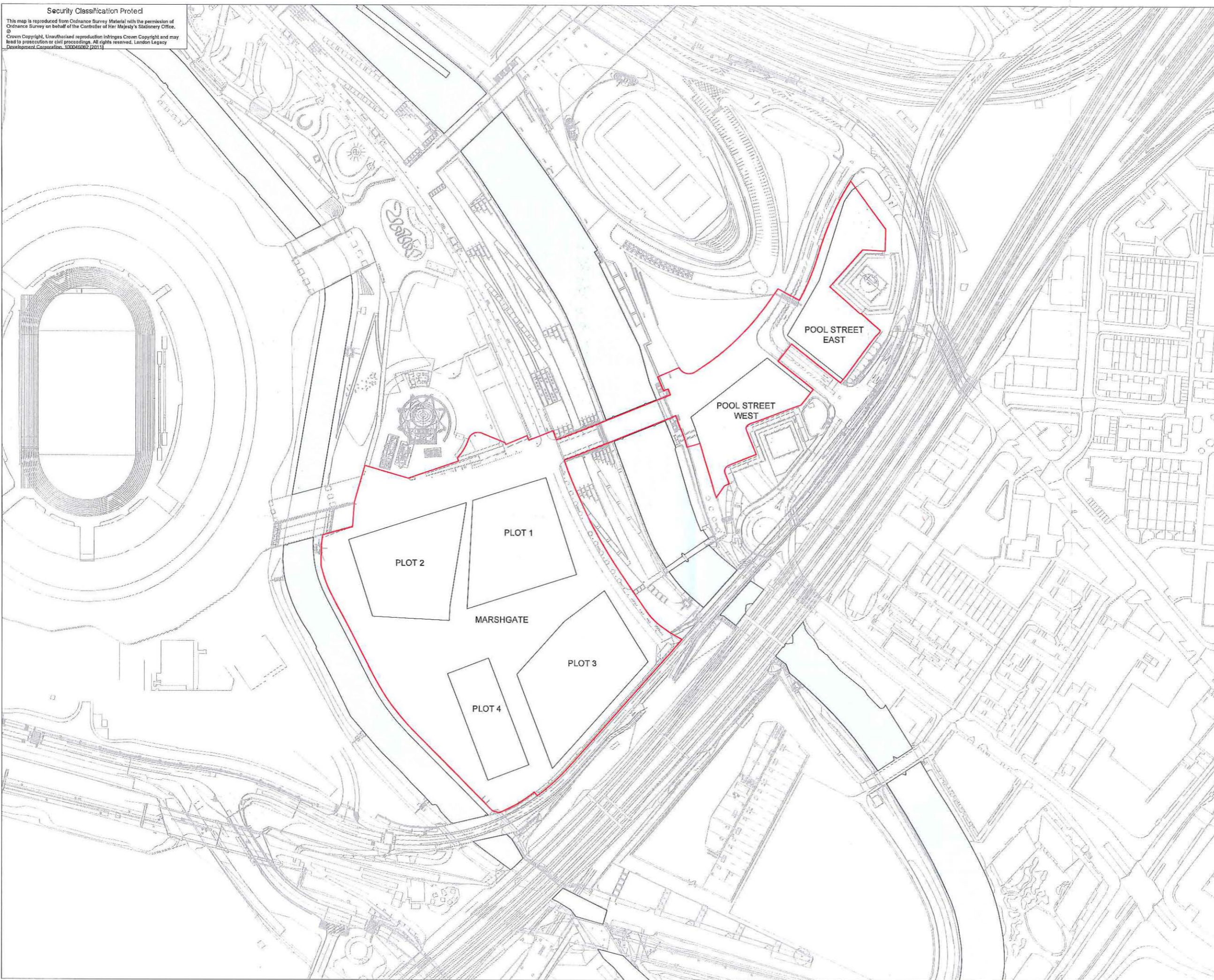
-  Indicative Bus Stop Location
-  Stratford High Street East/ West Corridor
-  Stratford to South and West Corridor
-  Stratford to Tower Hamlets via West Park Corridor
-  UCL East planning application boundary

APPENDIX 6
DEVELOPMENT PLOTS PLAN

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Do not scale this drawing.
 Keys:
 Land within planning application boundary
 Development Plots



PL01	For s.106 Agreement	SNg	AH	March 2018
Rev	Description	Drawn	Chkd	Date

Safety, Health and Environment Information
 In addition to the hazards / risks normally associated with the types of work detailed on this drawing, note the following risks and information:

Construction
 Dismantling / Demolition (Future)

For information relating to Use, Cleaning and Maintenance see the Health and Safety File. It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved method statement.

Creator
 Prepared by
LD A DESIGN
 On behalf of the LLDC

Drawing Title
 UCL East
 s.106 Appendix 16
 Development Plot Plan

Project Title
 UCL East

Conject No.	MP201-UCL-LE-MP-DPL-0022		Rev. P01
Drawn	Checked	Approved	
SNg	AH	LLDC	
Date	Scale	Size	
March 2018	1:1250	A1	
Purpose of Drawing	Suitability		
s.106	S2		
Drawing No.	C ED-UCL-LE-DWG-S108-DEV-001		Rev.
			PL01

APPENDIX 7

LIST OF REQUIREMENTS FOR A NON-UCL STUDENT CAP APPLICATION

PART 1 – INFORMATION TO BE PROVIDED IN ANY NON-UCL STUDENT CAP APPLICATION

1. Appraisals of the Pool Street West Development with:
 - 1.1 no more than 10% of the Student Accommodation Units being Occupied by Non-UCL Students (the "Cap")
 - 1.2 a proposed increased Cap; and/or
 - 1.3 no Cap.
2. Details of room rates assumed for the UCL Students demonstrating what level of discount these equate to in the context of the broader student accommodation market in the area and the Mayor's guidance on affordable student accommodation.
3. Details of the room rates assumed for the Non-UCL Students (if different), again these should be presented in the context of the wider student accommodation market.
4. Details of the occupancy arrangement between UCL and the DBFO Contract counterparty
5. Details of void, management and maintenance cost assumptions.
6. Details of any other assumed costs assumed in operating the Pool Street West Development.
7. Details of the capitalisation method assumed in order to arrive at a Gross Development Value.
8. Details of the construction costs associated with the Pool Street West Development.
9. Demonstration of market testing and market response to the Cap. This should illustrate the value differential (if any) between a scheme that includes a Cap and one that doesn't.
10. The assessment should also test the effect on the Pool Street West Development viability of adjustments in the level of rent charged to both UCL Students and Non-UCL Students.
11. Details of any other abnormal development costs assumed in formulating a bid

PART 2 – INFORMATION THAT MUST ALSO BE PROVIDED IF A VIABILITY REVIEW HAS BEEN UNDERTAKEN

1. Details of profit/return assumptions

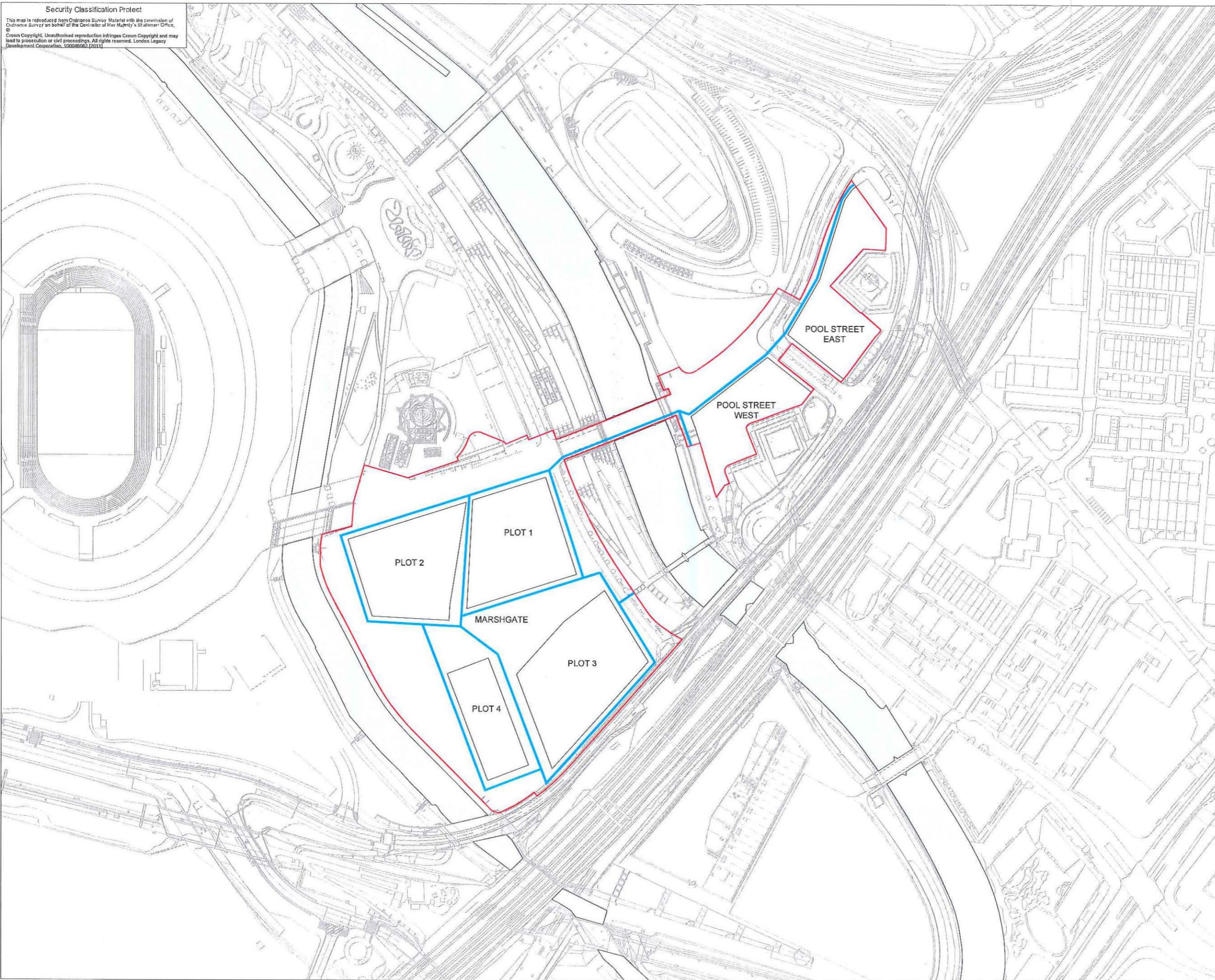
APPENDIX 8
ACCESS ROUTES PLAN

Security Classification Protect

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- Do not scale this drawing.
- Keys:
- Land within planning application boundary
 - Development Plots
 - Access Routes



PL01	For s.106 Agreement	SNg	AH	March 2018
Rev	Description	Drawn	CHK'd	Date

Safety, Health and Environment Information
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Construction
 Dismantling / Demolition (Future)

For information relating to Use, Cleaning and Maintenance see the Health and Safety File. It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved method statement.

Creator
 Prepared by
LD A DESIGN
 On behalf of the LLDC

Drawing Title
 UCL East
 s.106 Appendix 8
 Access Routes Plan

Project Title
 UCL East

Conjunct No.	MP201-UCL-LE-MP-DPL-0023		Rev. P01
Drawn	Checked	Approved	
SNg	AH	LLDC	
Date	Scale	Size	
March 2018	1:1250	A1	
Purpose of Drawing	Suitability		
s.106	S2		
Drawing No.	CED-UCL-LE-DWG-S106-ACC-001		Rev.
			PL01

APPENDIX 9
QUEEN ELIZABETH OLYMPIC PARK PLAN



KEY  Olympic Park Boundary

APPENDIX 10

EDUCATIONAL OUTREACH PROGRAMME REQUIREMENTS

1. DEFINITIONS

"Cultural and Education District Partners" the partner organisations working with LLDC from time to time to deliver a new cultural and education district at Queen Elizabeth Olympic Park

"East Education Framework" is a set of overarching principles and specific activities developed in partnership with Culture and Education District Partners and overseen by a working group comprising the same, with the aim of enhancing the education and skills of local people

2. EDUCATIONAL OUTREACH PROGRAMME – OVER-ARCHING PRINCIPLES

2.1 The following constitute the over-arching principles of the educational outreach programme:

- 2.1.1 Deliver against the EAST Education Framework that has been developed in partnership with the Cultural and Education District Partners.
- 2.1.2 Influence curriculum development and project-based work in schools and colleges across east London.
- 2.1.3 Develop a programme of engagement with local schools and colleges in the boroughs of Newham, Waltham Forest, Hackney and Tower Hamlets, involving mentoring, skills development and curriculum-based project work, including:
- 2.1.4 Undertaking mentoring of school/local college students by UCL Students, and;
- 2.1.5 Providing resources and staff time to work with students in schools and colleges on bespoke projects that promote skills development.
- 2.1.6 This should include matching UCL's construction contractors with local schools and colleges to support the delivery of educational projects by those contractors providing curriculum based and enrichment activities related to the construction sector.

3. EDUCATIONAL OUTREACH PROGRAMME – SPECIFIC ACTIVITIES

3.1 The educational outreach programme will engage with children, young people and schools and will include, but not be limited to, delivery of the following activities:

Learning resources

- 3.1.1 Classroom resources developed to support the EAST Education Framework
- 3.1.2 Digital resources available online for schools to download for free

Enrichment activity

- 3.1.3 Develop a programme of activity targeted at students at key stages 2 – 5
- 3.1.4 Object-based learning activities using objects from UCL's museums and archives
- 3.1.5 Open days, such as 'Visit UCL' Days

- 3.1.6 Support schools' careers fairs
- 3.1.7 UCL students share their experiences with school students
- 3.1.8 Mentoring and tutoring programmes to support children and young people with their learning across a range of subjects
- 3.1.9 Young researchers programme which will comprise school students learning alongside a UCL PhD student conducting real academic research
- 3.1.10 Student volunteering projects in schools, such as homework clubs
- 3.1.11 Career insight days/talks
- 3.1.12 Collaborate with wider Cultural and Education District Partners on educational opportunities

The above activities will take place both on the UCL campus and in school/community venues

Out of school

- 3.1.13 Summer School and holiday programmes
- 3.1.14 Programme of weekend and evening activities on the UCL campus and in the community (e.g. after school clubs, Saturday schools, homework clubs)
- 3.1.15 UCL scholar programs, to include 'UCL Sutton Scholars'
- 3.1.16 Master classes and public lectures
- 3.1.17 Parent information evenings on the UCL campus and supporting with parental engagement in school
- 3.1.18 Provide CPD opportunities for teachers

Web Platform / Go Schools network

- 3.1.19 The above Educational Outreach Programme activities will be signposted to schools and young people via the EAST education online web platform
- 3.1.20 The programme will be communicated to schools via the Go! Schools network

APPENDIX 11
CENTRAL PLAZA COMMUNITY AREA PLAN

Security Classification Protect

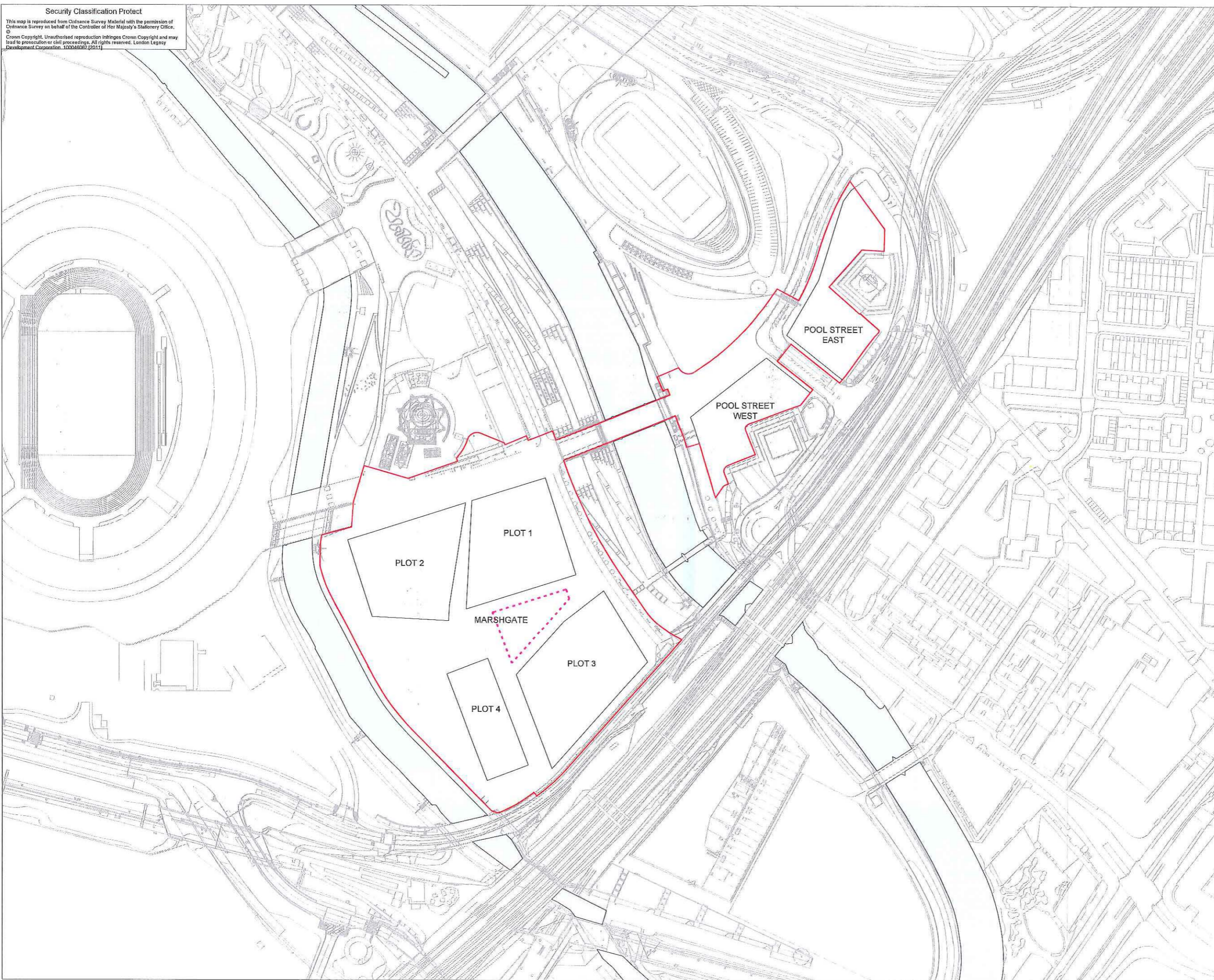
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Keys:

- Land within planning application boundary
- Development Plots
- Central Plaza Community Area



PL01	For s.106 Agreement	SNg	AH	March 2018
Rev	Description	Drawn	Chkd	Date

Safety, Health and Environment Information
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Construction	
Dismantling / Demolition (Future)	

For information relating to Use, Clearing and Maintenance see the Health and Safety File. It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved method statement.

Creator
 Prepared by
LD A DESIGN
 On behalf of the LLDC

Drawing Title
 UCL East
 s.106 Appendix 11
 Central Plaza Community Area Plan

Project Title
 UCL East

Conject No.	MP2014UCLE-MP-DPL-0024	Rev.	P01
Drawn	Checked	Approved	
SNg	AH	LLDC	
Date	Scale	Size	
March 2018	1:1250	A1	
Purpose of Drawing	Subsidiary		
s.106	S2		

Drawing No.	Rev.
CED-UCLE-DWG-S106-COMM-001	PL01

APPENDIX 12
CONFIRMATORY DEED

DATED _____ 20[]

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) [NAME OF OWNER]

PLANNING OBLIGATION
RELATING TO []



Pinsent Masons

THIS AGREEMENT is made on

20[]

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**"); and
- (2) **[NAME OF OWNER]** [contact details of Owner]

WHEREAS:-

- (A) This Deed is supplemental to the UCL Section 106 Agreement
- (B) 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 Deed are enforceable.
- (C) The London Legacy Development Corporation is both the local planning authority for the Site and the proprietor of the freehold interests that comprise the Site (and in the latter capacity is referred to as "**LLDC**" in this Deed).
- (D) At the time of completion of the UCL Section 106 Agreement UCL's interest in the Site consisted of the Agreement for Lease.
- (E) As one of the conditions to secure the grant of the Planning Permission the LPA and UCL entered into the UCL Section 106 Agreement and the LLDC in its capacity as freehold owner of the Site entered into the Freeholder Unilateral Undertaking.
- (F) Clause 4.2 was included in the UCL Section 106 Agreement so that if UCL acquires a leasehold or freehold interest in the Site from the LLDC it would be required to enter into a Confirmatory Deed pursuant to section 106 of the 1990 Act to acknowledge that such interest is bound by the terms of the UCL Section 106 Agreement and to comply with the same accordingly.
- (G) LLDC's freehold interests in the Site are subject to a restriction which prevents a disposition from being registered until the LPA's Director of Planning Policy and Decisions or its solicitor has provided a certificate to confirm that the provisions of clause 4.4 of the Freeholder Unilateral Undertaking have been complied with or that they do not apply.
- (H) The Owner has acquired a [freehold/leasehold] interest in the Site and accordingly is entering into this Deed so as to comply with the provision of clause 4.2 of the UCL Section 106 Agreement and/or clause 4.4 of the Freeholder Unilateral Undertaking (as applicable).

OPERATIVE PROVISIONS:-

1. **INTERPRETATION**

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

"1990 Act"	means Town and Country Planning Act 1990
"2011 Act"	means Localism Act 2011
"Commencement"	has the same meaning as in the UCL Section 106 Agreement
"Confirmatory Deed"	means a deed in form attached at Appendix [X] of the UCL Section 106 Agreement

"Financial Obligation"	means any obligation under the UCL Section 106 Agreement that requires the payment of a financial contribution to the LPA
"Freeholder Unilateral Undertaking"	means the deed of unilateral undertaking dated [REDACTED] 2018 entered into by the London Legacy Development Corporation in its capacity as freehold owner of the Site binding the freehold interest in the Site in respect to the obligations in the UCL Section 106 Agreement
"Other Confirmatory Deed"	means any Confirmatory Deed other than this Deed
"Owner's Interest"	means the [freehold/leasehold] interest in the area of the Site which is shown [edged/coloured] [colour] on the plan attached at the Appendix
"Planning Application"	means the application for outline planning permission submitted to the LPA and given reference number 17/00235/OUT by the LPA seeking outline consent for the new development of the UCL East campus providing a comprehensive mixed use development of up to 190,800 sqm of academic development (Class D1), commercial research spaces (Class B1(b)), student accommodation (sui generis) and retail (Classes A1-A5 uses)
"Planning Permission"	means the planning permission dated [REDACTED] 2018 granted by the LPA with reference number [REDACTED] pursuant to the Planning Application
"Section 73 Application"	means an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
"Section 73 Permission"	means planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require
"Site"	has the same meaning as in the UCL Section 106 Agreement
"Student Accommodation"	means the floorspace described in the Planning Application as student accommodation (sui generis)
"Student Accommodation Unit"	means any one studio unit or single bedroom unit forming part of the Student Accommodation
"Subsequent Planning Permission"	means any Section 73 Permission and "Subsequent Planning Permissions" shall mean such two or more of them as the context shall require
"UCL"	means University College London of Gower Street, London WC1E 6BT
"UCL Obligation"	means an obligation to be performed by UCL (as defined in the UCL Section 106 Agreement) as

contained in the UCL Section 106 Agreement

"UCL Section 106 Agreement"

means the agreement pursuant to section 106 of the 1990 Act entered into by the (1) the LPA and (2) UCL on [] 2018

"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

1.2 In this Deed:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Sub-Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Deed;
- (b) paragraph is to a paragraph of a Schedule to this Deed;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of a Schedule to this Deed;
- (e) table is to a table of a Schedule to this Deed;
- (f) Recital is to a Recital to this Deed; and
- (g) plan, is to a plan annexed to this Deed 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 Deed;
- (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 Deed and shall not be deemed to be an indication of the meaning of the parts of the Deed to which they relate;

1.2.4 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing;

1.2.5 references to the Site include any part of it;

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

- 1.2.7 subject to Clauses 2.4, 2.5, 2.6 and 2.8, references to the Owner include:-
- (a) persons deriving title from the Owner; and
 - (b) the Owner's successors, assigns, transferees;
- 1.2.8 "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 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;

1.3 The Interpretation Act 1978 shall apply to this Deed.

1.4 The "**Deed**" includes the Schedules and Recitals to this Deed.

1.5 If any provision of this Deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

2. **EFFECT OF THIS DEED**

2.1 This Deed is supplemental to the UCL Section 106 Agreement and is made pursuant to:-

2.1.1 section 106 of the 1990 Act; and

2.1.2 (in so far as this Agreement does not contain planning obligations entered into pursuant to section 106 of the 1990 Act) sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.

2.2 So far as the obligations, covenants and undertakings in this Deed 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.

2.3 The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Owner's Interest and, subject to Clauses 2.4, 2.5, 2.6 and 2.8 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 Owner's Interest (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Owner's Interest in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201, 205 and 206 of the 2011 Act.

2.4 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Deed after parting with its interest in the part of the Site to which the Owner's Interest relates or its interest in respect of that part of the Site to which the Owner's Interest relates on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

- 2.5 This Deed shall not be enforceable against individual occupiers or individual lessees in each case of individual Student Accommodation Units or individual retail units.
- 2.6 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.7 This Deed shall be registerable as a local land charge by the London Borough of Newham and its respective statutory successors in function.
- 2.8 Other than the Planning Permission and any Subsequent Planning Permission, nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.
- 2.9 Save where a Subsequent Planning Permission has been granted which remains extant, this Deed 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.

3. UCL'S COVENANTS WITH THE LPA

- 3.1 Subject to Clauses 2, 4 and Sub-Clause 3.2 the Owner on behalf of itself and its successors in title to the Owner's Interest:
- 3.1.1 acknowledges that the Owner's Interest is taken subject to and is bound by the obligations covenants undertakings and restrictions:
- (a) on the part of the Owner (as defined in the Freeholder Unilateral Undertaking) in the Freeholder Unilateral Undertaking; and
- (b) contained in the UCL Obligations; and
- 3.1.2 that from the date of this Deed the Owner covenants with the LPA to observe and perform and cause to be observed and performed all of the UCL Obligations that apply to the part of the Site to which the Owner's Interest relates that either remain outstanding as at the date of this Deed and/or which are of an on-going nature.
- 3.2 Clause 3.1 is subject to the following:
- 3.2.1 Clause 17 of the UCL Section 106 Agreement shall not apply to, and be of no effect in respect of, this Deed; and
- 3.2.2 in the event that Commencement has not occurred prior to the date of this Deed clause 3.2.2 of the UCL Section 106 Agreement shall be read as if the words "or by the Owner" were added after "by UCL".

4. PERFORMANCE UNDER ANOTHER DEED

- 4.1 The LPA and the Owner agree that:
- 4.1.1 to the extent that any of the UCL Obligations (including any Financial Obligations) have been discharged as at the date of this Deed they shall be treated as discharged for the purposes of this Deed;
- 4.1.2 discharge of a Financial Obligation pursuant to the UCL Section 106 Agreement or any Other Confirmatory Deed shall constitute discharge pursuant to this Deed and vice versa; and

4.1.3 in respect of any UCL Obligation relating to the part of the Site to which the Owner's Interest relates or part thereof:

- (a) where the relevant UCL Obligation requires ongoing performance or compliance performance or compliance pursuant to the UCL Section 106 Agreement or any Other Confirmatory Deed that binds the part of the Site to which the Owner's Interest relates or relevant part thereof shall constitute performance or compliance for the purposes of this Deed and vice versa; and
- (b) in all other cases discharge of the relevant UCL Obligation pursuant to the UCL Section 106 Agreement or any Other Confirmatory Deed that binds the part of the Site to which the Owner's Interest relates or relevant part thereof shall constitute discharge for the purposes of this Deed and vice versa.

4.2 Nothing in this Deed shall impose any liability on the Owner in respect of any UCL Obligations that do not relate to the part of the Site to which the Owner's Interest relates.

5. **LPA'S COVENANTS WITH UCL**

5.1 The LPA covenants to the Owner to observe and perform the obligations, covenants and undertakings on its part contained in the UCL Section 106 Agreement **PROVIDED ALWAYS THAT** such observance and performance by the LPA pursuant to the UCL Section 106 Agreement or any Other Confirmatory Deed that binds the Owner's Interest shall constitute observance and performance pursuant to this Deed and vice versa.

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

6.1 It is not intended that any term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

7. **JURISDICTION AND LEGAL EFFECT**

7.1 This Deed shall be governed by and interpreted in accordance with the law of England.

7.2 The provisions of this Deed (other than this Clause 7.2 which shall be effective in any event) shall be of no effect until this Deed has been dated.

8. **EXECUTION**

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

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

THE COMMON SEAL of THE LONDON)

LEGACY DEVELOPMENT CORPORATION)

was hereunto affixed in the presence of:)

Authorised signatory

[Insert the Owner's execution details]

APPENDIX
THE OWNER'S INTEREST

APPENDIX 13
TFL CONTRIBUTIONS DEED

DATED _____ **2018**

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) TRANSPORT FOR LONDON

**AGREEMENT
RELATING TO LAND WITHIN THE QUEEN
ELIZABETH OLYMPIC PARK BOUNDED TO
THE WEST BY CITY MILL RIVER, TO THE EAST
BY CARPENTERS ROAD, TO THE SOUTH BY
THE LOOP ROAD AND MONTFICHET ROAD
AND TO THE NORTH BY THORNTON STREET
AND POOL STREET**



Pinsent Masons

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3	CONDITIONALITY	1
4	LPA'S COVENANTS	1
5	TFL'S COVENANTS	1
6	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	2
7	JURISDICTION AND LEGAL EFFECT	2
8	EXECUTION	2

THIS AGREEMENT is made on

2018

BETWEEN:-

- (1) **London Legacy Development Corporation** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**"); and
- (2) **Transport for London** of 55 Broadway, London SW1H 0BD ("**TfL**").

WHEREAS:-

- (A) The LPA has entered into an agreement pursuant to section 106 of the 1990 Act in respect of the development of the Site between (1) London Legacy Development Corporation; and (2) University College London ("**UCL**") dated 2018 ("**Section 106 Agreement**").
- (B) Pursuant to the Section 106 Agreement UCL is required to pay the TfL Contributions to the LPA to mitigate certain impacts of the Development. Pursuant to clause 5.2 of the Section 106 Agreement the LPA agrees, following receipt of the same, to pay the TfL Contributions to TfL. Accordingly the LPA is entering into this Agreement so as to satisfy its obligations under clauses 5.3 and 5.4 of the Section 106 Agreement.
- (C) TfL have agreed to enter into this Agreement so as to regulate the proper spending and administration of the TfL Contributions.

IT IS AGREED as follows:-

1. **INTERPRETATION**

- 1.1 All words and phrases defined in the Section 106 Agreement shall have the same meaning in this Agreement save where the context otherwise dictates.
- 1.2 In this Agreement the following expressions shall, unless the context otherwise states, have the following meanings:

"**TfL Contributions**" means the Bus Enhancements Contribution and the Bus Stops Contribution

2. **LEGAL BASIS**

- 2.1 The LPA enters into this Agreement pursuant to section 201 of the 2011 Act.
- 2.2 TfL enters into this Agreement pursuant to section 156 of the Greater London Authority Act 1999.

3. **CONDITIONALITY**

This Agreement is conditional upon and shall not take effect until either or both of the Bus Stops Contribution or the Bus Enhancements Contribution has been received by the LPA and thereafter paid by the LPA to TfL

4. **LPA'S COVENANTS**

As soon as reasonably practicable following its receipt of each of the Bus Enhancements Contribution and the Bus Stops Contribution the LPA covenants to pay the same on to TfL.

5. **TFL'S COVENANTS**

- 5.1 Following receipt of the TfL Contributions from the LPA TfL covenants and undertakes with the LPA to:-

- 5.1.1 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 TfL contained in this Agreement;
- 5.1.2 forthwith upon receipt to pay the TfL Contributions into an interest bearing deposit account, from which the relevant TfL Contribution together with its accrued interest can be identified from periodic statements until such time as such TfL Contributions (or any part thereof) are required for the purposes identified in Schedule 1 (Transport) of the Section 106 Agreement;
- 5.1.3 apply the TfL Contributions only for the purposes respectively for which the same were paid as specified in Schedule 1 (Transport) of the Section 106 Agreement PROVIDED THAT for the avoidance of doubt TfL will be entitled to treat any accrued interest as if it were part of the relevant principal sum paid by the LPA;
- 5.1.4 from time to time upon reasonable written request by the LPA (but not more frequently than once every 6 (six) months) to provide the LPA (as applicable) with a breakdown of expenditure from the TfL Contributions;
- 5.1.5 submit a report to the LPA every 12 (twelve) months which shall be included within the Review Report (as defined in the LCS S106 Agreement) submitted pursuant to paragraph 3 of Schedule 2 of the LCS S106 Agreement detailing the proposed and actual expenditure of the TfL Contributions as if all references in the LCS S106 Agreement to the Bus Service Enhancement Contribution included the Bus Enhancements Contribution and all references to the Bus Infrastructure Contribution included reference to the Bus Stops Contribution; and
- 5.1.6 return to the LPA any part of each of the Bus Enhancements Contribution and the Bus Stops Contribution and interest accrued thereon which remains unspent on the tenth anniversary of the date on which each is paid to the LPA.

6. 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.

7. JURISDICTION AND LEGAL EFFECT

- 7.1 This Agreement shall be governed by and interpreted in accordance with the law of England.
- 7.2 The provisions of this Agreement (other than this Clause 7.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

8. 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.

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

THE COMMON SEAL of THE LONDON)

LEGACY DEVELOPMENT CORPORATION)

was hereunto affixed in the presence of:)

Authorised signatory

Executed as a deed by affixing the common)

seal of **TRANSPORT FOR LONDON**)

in the presence of:)

Authorised signatory

APPENDIX 2
ENFORCEMENT PROTOCOL

LONDON LEGACY DEVELOPMENT CORPORATION

SECTION 106 ENFORCEMENT PROTOCOL – UCL EAST AGREEMENT AND ASSOCIATED UNILATERAL UNDERTAKINGS

1. INTRODUCTION

- 1.1 In March 2012 the London Legacy Development Corporation ("LLDC") was established as a Mayoral Development Corporation with responsibility for regenerating an area of east London focused on the Queen Elizabeth Olympic Park. Subsequently, various transfer schemes transferred land including the Olympic Park to LLDC.
- 1.2 On 1 October 2012, LLDC also became the local planning authority for the land within its area. LLDC's planning powers were delegated by a resolution of LLDC's board to the Planning Policy and Decisions Team ("PPDT")¹ which is a directorate within LLDC that reports to LLDC's Board.
- 1.3 From a planning perspective the London Legacy Development Corporation combines, in a single legal entity, two distinct roles: firstly as landowner/developer whose land is already bound by several agreements made under section 106 of the Town and Country Planning Act 1990 (each a "S106 Agreement"); and secondly as the local planning authority empowered to enforce compliance with those S106 Agreements.

2. PURPOSE OF THIS PROTOCOL

- 2.1 This Protocol has been prepared in respect of:
- (a) the planning obligations given by LLDC pursuant to a deed of unilateral undertaking that is made under section 106 of the Town and Country Planning Act 1990 ("Landowner UU"), the main purpose of which is to bind the freehold land to which the Landowner UU relates into the planning obligations contained within a S106 Agreement which is dated on the same date as the Landowner UU and which is made between (1) PPDT and (2) University College London, and which relates to planning permission reference 17/00235/OUT ("Principal Agreement") and which binds UCL's equitable interest in the part of the Olympic Park over which the aforementioned planning permission relates ("UCL Site"); and
 - (b) a unilateral undertaking given by PPDT to LLDC pursuant to section 201 of the Localism Act 2011 which is reciprocal to the Landowner UU ("LPA UU") and pursuant to which PPDT agrees to comply with the terms, obligations, covenants and undertakings and agreements imposed upon the local planning authority in the Principal Agreement.
- 2.2 UCL's equitable interest in the UCL Site derives from an agreement for lease made between LLDC and UCL ("Tenant") dated 1 April 2015 and which has been varied on 4 August 2015 and 18 April 2018 ("AfL"). The AfL provides for the Tenant to draw down long leases (each a "Lease") over the UCL Site in phases.
- 2.3 This Protocol sets out the steps that LLDC and PPDT are committed to taking to manage compliance with the Principal Agreement as well as setting out the approach that LLDC and PPDT are willing to adopt to deal with any future variations to the Principal Agreement should any such variation be required in respect of land in relation to which

¹ In this note "LLDC" refers to LLDC in its role as landowner or developer and "PPDT" refers to LLDC in its role as local planning authority.

LLDC is still the owner of the freehold interest and PPDT is still the local planning authority.

- 2.4 In applying this Protocol both LLDC and PPDT commit to act reasonably.
- 2.5 LLDC agrees that nothing in this Protocol shall constitute a waiver by PPDT of its rights to enforce any breach of the Landowner UU or the Principal Agreement.
3. **ENFORCEMENT OF THE PRINCIPAL AGREEMENT AND THE LANDOWNER UU**
 - 3.1 Both LLDC and PPDT agree to comply with the Landowner UU and the LPA UU respectively.
 - 3.2 In the event of breach of the Landowner UU and/or the Principal Agreement by LLDC itself (including any employee, agent or contractor acting on its behalf):
 - (a) PPDT shall write to the LLDC notifying it of the relevant breach and specifying the steps required to remedy that breach and by when those steps must be taken/completed; and
 - (b) LLDC shall take the requisite steps to remedy the relevant breach in accordance with the timescale specified by the PPDT unless as a result of the PPDT's written notice the LLDC contacts the PPDT and the LLDC and PPDT agree an alternative approach.
 - 3.3 In the event of non-compliance with any of the planning obligations given by UCL pursuant to the Principal Agreement ("Principal Agreement Breach") by a party other than LLDC ("the Relevant Party"):
 - (a) PPDT shall first write to the Relevant Party notifying it of the Principal Agreement Breach and specifying the steps required to remedy that breach, and by when those steps must be taken/completed ("Initial Breach Letter"). A copy of this Initial Breach Letter shall be served on LLDC. If the Relevant Party is not the Tenant then a copy of the Initial Breach Letter shall also be served on the Tenant. The Initial Breach Letter may be preceded by correspondence from PPDT to the Relevant Party which seeks to ascertain whether or not a breach of the Principal Agreement has occurred/is occurring.
 - (b) In the event that the Principal Agreement Breach has not been remedied by the date specified in the Initial Breach Letter, PPDT may issue a pre-action letter to the Relevant Party ("Pre-Action Letter") and shall send a copy to LLDC and to the Tenant (if the Tenant is not the Relevant Party).
 - (c) Upon receipt of the copy of the Pre-Action Letter, LLDC will, where it considers it expedient to do so, take such action as it considers is necessary pursuant to the terms of the relevant Lease to ensure remedial action is taken in respect of the Principal Agreement Breach. Such action may include, but shall not be limited to, seeking an order from the Court for specific performance against the Tenant in respect of the Principal Agreement Breach. LLDC shall notify PPDT as soon as reasonably practicable thereafter in respect of any action that is taken against the Tenant.
 - (d) In the period commencing on the date of the Initial Breach Letter PPDT reserves its rights to take such further enforcement action against the Relevant Party in respect of the Principal Breach as may be required.

- (e) In the event it is legally able to do so, PPDT agrees not to issue proceedings against LLDC in respect of the Principal Agreement Breach until the date which is three months after the date of the Pre-Action Letter (the "Longstop Date").
- (f) If the Principal Agreement Breach has not been remedied by the Longstop Date then PPDT reserves its right to issue proceedings against any and all parties who have an interest in the land in respect of which the Principal Agreement Breach has occurred/is occurring.

4. VARIATIONS TO THE PRINCIPAL AGREEMENT

4.1 Paragraph 4.2 of this Protocol shall apply in the event that a deed of variation ("Deed of Variation") to the Principal Agreement is required and:

- (a) the freehold interest in the land to which the Deed of Variation relates (the "Variation Land") is owned by LLDC and LLDC has agreed to the proposed Deed of Variation; and
- (b) at the time the Deed of Variation is required PPDT is the local planning authority in respect of that land.

4.2 Where paragraph 4.1 applies:

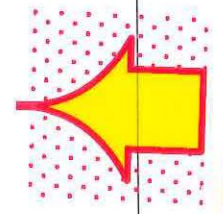
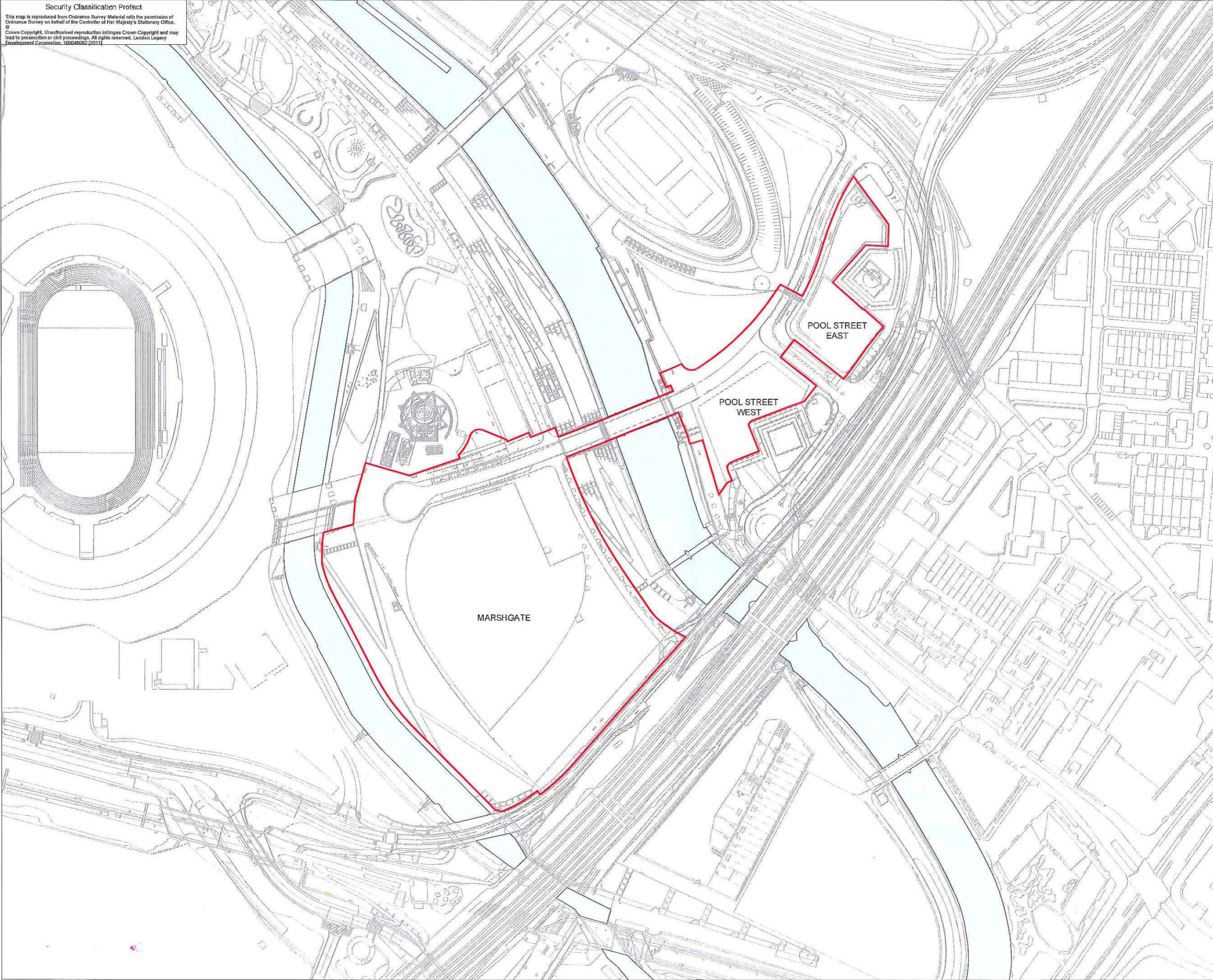
- (a) LLDC will bind the Variation Land (and its successors in title to the Variation Land) by virtue of entering into a deed of unilateral undertaking made under section 106 of the Town and Country Planning Act 1990 under which it shall agree to observe and perform the planning obligations contained within the Principal Agreement as varied by the Deed of Variation; and
- (b) PPDT will confirm on behalf of itself and its successors in function, by entering into a reciprocal unilateral undertaking pursuant to section 201 of the Localism Act 2011, that it shall comply with the terms, obligations, covenants and undertakings and agreements imposed upon the local planning authority in the Principal Agreement as varied by the Deed of Variation, and furthermore that it shall only seek to enforce the planning obligations that relate to the Variation Land in a manner that is consistent with the Deed of Variation.

APPENDIX 3
PLAN OF THE DEVELOPER'S LAND

Security Classification Protect
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Do not scale this drawing.
 Keys:
 Land within planning application boundary



Handwritten signature

PL01	For s.106 Agreement	SNg	AH	March 2018
Rev	Description	Drawn	CHK'd	Date
Safety, Health and Environment Information				
In addition to the hazards / risks normally associated with the types of work detailed on this drawing, note the following risks and information:				
Construction				
Dismantling / Demolition (Future)				
For information relating to Use, Cleaning and Maintenance see the Health and Safety File. It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved method statement.				
Creator				
Prepared by LD A DESIGN On behalf of the LLDC				
Drawing Title				
UCL East s.106 Appendix 1 Site Plan				
Project Title				
UCL East				
Conjunct No.	MP201-UCL-EM-DPL-0019	Rev.	P01	
Drawn	Checked	Approved		
SNg	AH	LLDC		
Date	Scale	Size		
March 2018	1:1250	A1		
Purpose of Drawing			Suitability	
s.106			S2	
Drawing No.				Rev.
CED-UCL-EM-DWG-S106-RED-001				PL01