


DATED 28 November 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) WALLIS ROAD MH LIMITED

(3) APEX GROUP HOLD CO (UK) LIMITED

**PLANNING OBLIGATION BY AGREEMENT
MADE PURSUANT TO SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990
AND ALL OTHER POWERS ENABLING
relating to 115-119 Wallis Road, Hackney Wick, London
E9 5LN**

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 28 DAY OF November 2024

Pinsent Masons LLP -----



Pinsent Masons

CONTENTS

	Page
1. INTERPRETATION	1
2. EFFECT OF THIS AGREEMENT	7
3. CONDITIONALITY	8
4. THE DEVELOPER'S COVENANTS WITH THE LPA	8
5. THE LPA'S COVENANTS WITH THE DEVELOPER	8
6. NOTICES	9
7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	10
8. VERIFICATION AND ENFORCEMENT	10
9. DISPUTE RESOLUTION	10
10. NO WAIVER	11
11. DUTY TO ACT REASONABLY AND IN GOOD FAITH	11
12. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	11
13. THE LPA'S COSTS & MONITORING FEE	11
14. FINANCIAL CONTRIBUTIONS AND INDEXATION	12
15. INTEREST	12
16. JURISDICTION AND LEGAL EFFECT	12
17. EXECUTION	12
SCHEDULE 1 AFFORDABLE HOUSING	13
SCHEDULE 2 VIABILITY REVIEW	14
SCHEDULE 3 CO-LIVING UNITS	21
SCHEDULE 4 TRANSPORT	24
SCHEDULE 5 TRAVEL PLANS	28
SCHEDULE 6 EMPLOYMENT AND TRAINING	33
SCHEDULE 7 NATIONAL CONSIDERATE CONSTRUCTORS SCHEME	36
SCHEDULE 8 HERITAGE CONTRIBUTION	37
SCHEDULE 9 SUSTAINABILITY	38
SCHEDULE 10 ESTATE MANAGEMENT	42
SCHEDULE 11 PUBLIC OPEN SPACE	44
SCHEDULE 12 PLAY SPACE	46

SCHEDULE 13 DESIGN MONITORING

47

APPENDIX 1 PLANS

51

THIS AGREEMENT is made on

28 November 2024

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square Stratford, London E20 1JN (the "LPA");
- (2) **WALLIS ROAD MH LIMITED** (Company No 14434534) of 2nd Floor, 1 Bell Street, London, NW1 5BY (the "Owner"); and
- (3) **APEX GROUP HOLD CO (UK) LIMITED** (Company No 05918184) of 6th Floor, 125 London Wall, London, England, EC2Y 5AS (the "Mortgagee");

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry with Title Numbers EGL496823, EGL423820, NGL501176 and NGL500803 as shown on Plan 1.
- (C) The Mortgagee has an interest in the Site registered at the Land Registry with Title Numbers EGL496823, EGL423820, NGL501176 and NGL500803 by virtue of a charge dated 30 November 2023.
- (D) The Planning Application was validated by the LPA on 7 February 2024.
- (E) On 24 September 2024 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

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
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Anticipated Substantial Implementation Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented

"Co-Living Units"	means the 337 units of co-living (sui generis) units permitted by the Planning Permission
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"Commercial Unit"	means a commercial unit provided as part of the Development
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and "Complete" and "Completion" shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" , "Complied" and "Complying" shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Hackney and its successor in function
"Council's Area"	means the administrative area of the Council
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"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 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof and "First Occupy" shall be construed accordingly
"Growth Boroughs"	means the London Boroughs Newham, Waltham Forest, Tower Hamlets or Hackney

"Highway Authority"	means the Council and/or TfL (as applicable) or their successors in function
"Index"	means the All-in Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published or if the LPA in its discretion considers more appropriate, such alternative index agreed by the LPA and the Developer
"Indexed"	means in relation to any sum that it is to be increased in accordance with Clauses 14.2 and 14.3
"Interest"	means interest at 4% above the base lending rate of Barclays Bank Plc from time to time
"Masterplan Outline Consent"	means the outline planning permission given application reference 16/00166/OUT and granted on 18 March 2019
"Monitoring Fee"	means the sum of £6,500 as a contribution towards the LPA's costs for monitoring the Developer's compliance with their obligations under this Agreement
"Occupy"	"Occupied" and "Occupation" means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"	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
"Plan 1"	means the plan attached at Appendix 1 of this Agreement showing the Site
"Plan 2"	means the plan attached at Appendix 1 of this Agreement showing the Wheelchair Co-Living Units
"Plan 3"	means the plan attached at Appendix 1 of this Agreement showing the dropped kerb locations
"Plan 4"	means the plan attached at Appendix 1 of this Agreement showing the Highway Works
"Plan 5"	means the plan attached at Appendix 1 of this Agreement showing the Loading Bay
"Plan 6"	means the plan attached at Appendix 1 of this Agreement showing the Neighbouring Land Parcels outlined in red and labelled 'plot B'
"Plan 7"	means the plan attached at Appendix 1 of this Agreement showing the Blue Badge Spaces
"Plan 8"	means the plan attached at Appendix 1 of this Agreement showing the Common Areas

"Plan 9"	means the plan attached at Appendix 1 of this Agreement showing the Preferred Affordable Housing Area
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 24/00021/FUL by the LPA for the demolition and redevelopment of the Site to provide a large-scale purpose-built shared living development (Sui Generis Use) comprising 337 studios, 1,021sqm (GIA) of commercial floorspace (Use Class E) in two connected buildings ranging from 5 storeys (Ground +4 storeys) and 8 storeys (Ground +7 storeys), associated car parking, landscaping and other associated works
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application in the draft form attached at Appendix 3
"Preparatory Works"	means the following enabling works: <ul style="list-style-type: none"> (a) archaeological investigations (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions (c) site clearance (d) the erection of hoardings or other means of enclosure for site security operations (e) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development (f) (so far as is necessary) the creation of temporary access to the Site, and (g) (so far as is necessary) the diversion of services
"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer or the LPA under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer or LPA will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"Requisite Consents"	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Shell and Core"	means constructed to shell and core finish as that expression is understood in the commercial development industry

"Site"	means the land shown edged red on Plan 1
"Substantial Implementation"	means Commencement of Development has occurred in addition to the following: <ul style="list-style-type: none"> (a) the Preparatory Works have been completed; and (b) construction up to the 1st floor of the Development have been completed and "Substantially Implement" and "Substantially Implemented" shall be construed accordingly
"TfL"	means Transport for London or its successor in function
"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) Recital is to a Recital to this Agreement; and
- (e) Plan, is to a plan annexed to this Agreement as an Appendix;

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

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

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

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same;

- 1.2.5 references to the Site include any part of it;
- 1.2.6 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, 2.6 and 2.7 references to the Developer in this Agreement include:-
- (a) the Owner
 - (b) persons deriving title from the Owner; and
 - (c) the Owner's successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 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 the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 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 the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA;
- 1.2.14 all approvals, agreements and consents required by this Agreement to be given by or obtained from a Party to this Agreement shall not be unreasonably withheld or delayed.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable the legality, validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or other consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
 - 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court, public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

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

1.7 The Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011, and all other powers so enabling.

2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.

2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.

2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-

2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker; or

2.4.2 individual occupiers or lessees of individual units of Workspace (as defined in Schedule 6) who are in physical Occupation of such units; and

2.4.3 individual occupiers of the studios in the Co-Living Units who are in physical Occupation of such studios.

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 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 Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.

2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.

- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to Clause 2.11 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to an application under section 73 (or section 73B when in force) of the 1990 Act to any variation or release of any Condition or if any Condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application (or section 73B application as the case may be) and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. CONDITIONALITY

- 3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

save for the provisions of this Clause 3 and Clauses 1.7, 4.1.2 to 4.1.4, 6, 9, 11, 13, 16, 17 which shall come into effect immediately upon completion of this Agreement.

4. THE DEVELOPER'S COVENANTS WITH THE LPA

- 4.1 The Developer on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:-

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

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

4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case; and

4.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

- 5.1 The LPA covenants with the Developer 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 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.
- 5.4 The LPA covenants with the Developer that it will pay to the Developer such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest (if any).
- 5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 to 5.4 shall cease to apply in respect of those monies.
- 5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

6. NOTICES

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

LPA:

Address: Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning
Policy and Decisions Team
Level 9
5 Endeavour Square
Stratford
London
E20 1JN

For the attention of: Anthony Hollingsworth

Owner:

Address: 3 Coldbath Square
London
England

EC1R 5HL

For the attention of: Halcyon Development Partners

Mortgagee:

Address: 6th Floor
125 London Wall
London
EC2Y 5AS

For the attention of: The Directors

6.3 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.

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer 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.

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

8. VERIFICATION AND ENFORCEMENT

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least 5 (five) Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and Complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. DISPUTE RESOLUTION

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

9.2 The Notice must specify:-

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

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

9.2.3 the proposed Expert.

9.3 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 9.7 provides otherwise) to nominate the Expert at their joint expense.

- 9.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "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.
- 9.5 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.
- 9.6 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.
- 9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-
- 9.7.1 if such Dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
- 9.7.2 if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 9.7.3 if such Dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 9.7.4 if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

10. **NO WAIVER**

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

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

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

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

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.

13. **THE LPA'S COSTS & MONITORING FEE**

The Owner agrees that it will on completion of this Agreement pay the Monitoring Fee and the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs

incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement).

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

14.1 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.

14.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date the payment or financial contribution was agreed (which shall be the date of this Agreement or (if specified) the date of the Masterplan Outline Consent) until the date such sums are paid (unless otherwise stated in this Agreement).

14.3 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 the payment or financial contribution was agreed until the date the sum or value falls to be considered or applied.

15. INTEREST

If any payment due under this Agreement is paid late, Interest shall be payable from the date payment is due to the date of payment.

16. JURISDICTION AND LEGAL EFFECT

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

16.2 The provisions of this Agreement (other than this Clause 16.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

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

AFFORDABLE HOUSING

1. DEFINITIONS

- "Affordable Housing"** means housing including social rented housing, affordable rented housing and intermediate housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
- "First Affordable Housing Contribution"** means £1,500,000 (one million five hundred thousand pounds) (Indexed) which the LPA shall use Reasonable Endeavours to use for the provision of Affordable Housing within the Preferred Affordable Housing Area or if not expended or committed to be expended for the provision of Affordable Housing within the Preferred Affordable Housing Area within 24 months of payment then it shall be used by the LPA for the provision of Affordable Housing within the vicinity of the Site
- "Preferred Affordable Housing Area"** means the administrative area of the LPA within the Borough of Hackney as shown shaded red on Plan 9 or if not expended or committed to be expended for the provision of Affordable Housing within this area within 18 months of payment then it shall be used by the LPA for the provision of Affordable Housing within the Borough of Hackney
- "Second Affordable Housing Contribution"** means £1,500,000 (one million five hundred thousand pounds) (Indexed) which the LPA shall use Reasonable Endeavours to use for the provision of Affordable Housing within the Preferred Affordable Housing Area or if not expended or committed to be expended for the provision of Affordable Housing within the Preferred Affordable Housing Area within 24 months of payment then it shall be used by the LPA for the provision of Affordable Housing within the vicinity of the Site

2. AFFORDABLE HOUSING CONTRIBUTION

- 2.1 The Developer shall pay the First Affordable Housing Contribution to the LPA prior to the Commencement Date and shall not Commence the Development until the First Affordable Housing Contribution has been paid to the LPA.
- 2.2 The Developer shall pay the Second Affordable Housing Contribution to the LPA prior to First Occupation of the Development and shall not permit Occupation of the Development until the Second Affordable Housing Contribution has been paid to the LPA.

SCHEDULE 2
VIABILITY REVIEW

1. DEFINITIONS

"Additional Affordable Housing Payment"	means a payment in addition to the First Affordable Housing Contribution and Second Affordable Housing Contribution in accordance with the Formula i.e. a sum of money equivalent to the Surplus
"Additional Affordable Housing Payment Cap"	means policy compliant 50% (of bedspaces) as Affordable Housing at 50% discount from the market rent
"Affordable Housing"	has the meaning given in Schedule 1
"Build Costs"	<p>means the build costs calculated using the Formula and comprising costs associated with construction of the Development supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> a. details of payments made or agreed to be paid in the relevant building contract; b. receipted invoices; c. costs certified by the Developer's quantity surveyor, costs consultant or agent <p>but for the avoidance of doubt build costs exclude:</p> <ul style="list-style-type: none"> i. professional, finance, legal and marketing costs; and ii. all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses
"Building Safety Regulator"	has the meaning given in the Building Safety Act 2022
"Construction Contract"	means a contract for the construction and completion of the Development entered into by the Developer in such form as is custom and practice to use in the industry incorporating the programme for the completion of the Development by a specified completion date documentary evidence of which shall be submitted to the LPA in writing
"Development Information"	Viability means the information required by the Formula and including supporting evidence to the LPA's reasonable satisfaction
"Estimated Build Costs"	<p>the sum of:</p> <ul style="list-style-type: none"> (a) the estimated Build Costs remaining to be incurred at the time of the Viability Review; and (b) the actual Build Costs incurred at the time of the Viability Review; <p>inflated, using the BCIS All in Tender Price Index to reflect build costs in 22 months (i.e. the estimated mid-point of construction)</p>

"Estimated GDV"

means the price at which a sale of the Development would have been completed unconditionally for cash consideration at the point of the Development's let up using evidenced published rental growth forecasts to reflect future rents i.e. 40 months (6 months pre-construction plus 31 months construction and 3 months let up) from the date of the submission of the Development Viability Information pursuant to the Formula based on detailed comparable market evidence to be assessed by the LLDC and assuming:

- a. a willing seller and a willing buyer and not a Fraudulent Transaction;
- b. that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- c. that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- d. that both parties to the transaction have acted knowledgeably, prudently and without compulsion

"Force Majeure"

means fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion or terrorist activity

"Formula"

means:

S = Surplus profit available for the Additional Affordable Housing Payment

$$S = ((A - B) - (C - D) - P) - X$$

A = Estimated GDV of the Development as determined at the time of the Viability Review calculated on the basis of evidenced rents and yields at the time of the Viability Review. These rents are to be grown to reflect the future value of the Development at let up, using evidenced published rental growth forecasts at the time of the Viability Review to reflect rents in 40 months (i.e. 6 months pre-construction plus 31 months construction and 3 months let up) and OpEx costs at 35% of the gross Co-living rents (£)

B = Estimated grown GDV of the Development as determined at the grant of the Planning Permission (£) (£115,359,159)

C = Estimated Build Costs as determined at the time of the Viability Review (£) inflated, using the BCIS All in Tender Price Index to reflect build costs in 22 months (i.e. the estimated mid-point of construction)

D = Estimated inflated Build Costs as determined at grant of the Planning Permission (£) (£53,918,666)

P = (A - B) * Y; Developer profit on change in GDV (£)

Y = 15% developer profit as a percentage of GDV as determined at the application stage (%)

X = the total of the First Affordable Housing Contribution and Second Affordable Housing Contribution of £3,000,000

"Fraudulent Transaction"

means:

- (a) a transaction the purpose or effect of which is to artificially reduce the GDV and/or artificially increase the Build Costs; or
- (b) a Sale that is not an arm's length third party bona fide transaction

"Gateway Certificates"

means the necessary certificates issued by the Building Safety Regulator in relation to Part 3 of the Building Safety Act 2022

"Sale"

means:

- (a) the sale of the freehold of the Development;
- (b) the grant of a lease of the Development with a term of 125 years or more and subject to minimal rent;

and "Sold" shall be construed accordingly

"Specialist"

means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with paragraph 7.2 of this Schedule

"Substantial Commencement"

means the occurrence of all of the following events:-

- (a) a Construction Contract is let by the Developer and certified documentary evidence of the same is provided to the LPA (which may be redacted only to exclude irrelevant or commercially sensitive information);
- (b) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter); and
- (c) Commencement of the Development has occurred and works (including but without limitation demolition, building or engineering works) pursuant to the Construction Contract have taken place and are ongoing in respect of the Development for at least three (3) calendar months (without interruption to the construction programme under the Construction Contract lasting more than one (1) week in total in any given month);

and "Substantially Commenced" shall be construed accordingly

"Surplus"		means the amount of surplus profit available for the Additional Affordable Housing Payment and calculated in accordance with the Formula
"Unconditional Certificate"	Obligation	means a certificate provided by solicitors acting for the Developer to the effect that:- <ul style="list-style-type: none"> (a) the Developer has completed the Construction Contract in which a construction contractor agrees to construct the whole Development by a specified completion date in accordance with an agreed programme subject to the usual extensions and (b) all contractual conditions precedent to the enforcement of the obligation to construct the Development referred to at (a) above have been satisfied
"Viability Review"		means a review including the Development Viability Information to be provided by the Developer assessing whether or not the Development will achieve a Surplus

2. EVIDENCE OF COMMENCEMENT

Upon the occurrence of Substantial Commencement within 24 (twenty four) months of the date of grant of the Planning Permission (unless otherwise agreed between the Developer and the LPA in the event that the Gateway Certificates are not received within 24 (twenty four) months of the grant of the Planning Permission) the Developer shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the Site at all reasonable times for the purposes of inspecting the Site and verifying Substantial Commencement.

3. EARLY STAGE REVIEW

3.1 If the Development has not been Substantially Commenced within 24 (twenty four) months of the date of the Planning Permission, subject to force majeure, unreasonable delay for statutory approvals, and subject to agreement between the Developer and the LPA any period of time used by the Building Safety Regulator to determine Gateway Certificate applications submitted to it subject to this being the only factor preventing Substantial Commencement, the Developer shall prior to Substantial Commencement or as the case may be prior to undertaking any further development work which would constitute Substantial Commencement submit to the LPA a Viability Review which shall be accompanied by (if completed):-

3.1.1 either:-

- (a) the Construction Contract; or
- (b) an Unconditional Obligation Certificate

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

4. INTERRUPTIONS TO THE PROGRAMME

Subject to Force Majeure, any delays experienced whilst seeking the necessary approvals from the Building Safety Regulator under the Building Safety Act 2022 and any delays experienced whilst remedial work in respect of any contamination is undertaken, if at any time following Commencement no construction works at the Development have taken place for a period exceeding three (3) consecutive calendar months, the Developer shall submit to the LPA a Viability Review prior to

re-commencement of works on the Development and the provisions of paragraph 3 above and the remainder of this Schedule shall apply to such Viability Review.

5. VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATION

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

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

5.1.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess the content of the Viability Review

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

5.2 On receipt of any request for further information, the Developer shall as soon as reasonably practicable and in any case within ten Working Days (or such longer period as may be agreed between the LPA and the Developer) of such request provide to the LPA the information requested whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).

5.3 The Developer acknowledges that during the course of negotiations pursuant to paragraph 6 below, the LPA or its surveyor shall be entitled to seek such further information as either deems relevant or reasonable to settling the Viability Review and/or the amount of the Surplus with which the Developer shall comply as outlined in paragraph 6.2 above using all Reasonable Endeavours.

5.4 If either paragraph 3 or paragraph 4 of this Schedule applies, the Developer shall not Commence or continue to Commence (as applicable) the Development or otherwise cause or permit Commencement or continued Commencement (as applicable) of the Development until the LPA has received a valid Viability Review and Contract Documents.

6. REVIEW OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME

6.1 The LPA shall be entitled to:-

6.1.1 recover from the Developer its reasonable and properly incurred internal costs (including officer time) incurred pursuant to this 1; and

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

6.1.3 the Developer shall pay such costs within 10 Working Days of written demand from the LPA.

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

6.2.1 the Viability Review, and

6.2.2 the amount of the Surplus.

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

- 6.3.1 it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or
- 6.3.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Developer and the LPA and confirms that no Deferred Affordable Housing Payment triggered; or
- 6.3.3 it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Developer and the LPA, and the amount of Deferred Affordable Housing Payment is agreed ("**Acceptance Notice**").

7. REFERRAL TO THE SPECIALIST

- 7.1 In the event that pursuant to paragraph 6 above, the Developer and the LPA have not agreed the Viability Review and/or the amount of the Deferred Affordable Housing Payment either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its Reasonable Endeavours to do so within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".
- 7.2 Unless otherwise agreed between the LPA and the Developer or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review and the amount of the Deferred Affordable Housing Payment.
- 7.3 In addition to the matters specified in paragraph 7.2, in making his determination the Specialist shall have regard to:-
 - 7.3.1 all relevant material submitted to him by the LPA and the Developer;
 - 7.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise; and
 - 7.3.3 the provisions of this Agreement and this Schedule.
- 7.4 Unless otherwise agreed by the LPA and the Developer or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that a Surplus has arisen that his or her decision shall include a calculation of the amount of the Deferred Affordable Housing Payment (the "**Decision**").

8. DEFERRED AFFORDABLE HOUSING PAYMENT

- 8.1 If the Specialist determines or the Developer and LPA agree that the outcome of the Viability Review is that a Surplus has arisen and an Acceptance Notice is issued:-
 - 8.1.1 the Developer shall pay to the LPA the Deferred Affordable Housing Payment prior to First Occupation; and
 - 8.1.2 no part of the Development shall be Occupied until the Deferred Affordable Housing Payment has been paid to the LPA.
- 8.2 The total amount payable in Deferred Affordable Housing Payments shall not exceed the Deferred Affordable Housing Payment Cap.

9. RESTRICTION ON IMPLEMENTATION

- 9.1 If either paragraph 3 or 4 of this Schedule applies, the Developer shall not Substantially Commence or re-commence (as applicable) the Development until:-

9.1.1 the LPA or the Specialist has confirmed in writing that the Viability Review is accepted and that a Deferred Affordable Housing Payment is or is not required; or

9.1.2 if the matter has been referred to the Specialist by either Party the Specialist has issued his Decision including the amount of the Deferred Affordable Housing Payment (as relevant).

10. **EXPIRY OF VIABILITY REVIEW**

10.1 Any Viability Review shall expire ("**Expiry Date**") after a period of 12 (twelve) months:-

10.1.1 from the date of its preparation; or

10.1.2 if the LPA requested further information resulting in its revision from the Validation Date; and

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

10.2 If a Viability Review expires without the LPA and the Developer having agreed or the Specialist having determined the issue of whether a Surplus has arisen and the amount of the Deferred Affordable Housing Payment (if relevant), then the Developer shall within 1 (one) calendar month of the Expiry Date submit to the LPA (or the Specialist as the case may be) an up-to-date Viability Review whereupon the provisions and covenants on behalf of the Developer in this Schedule shall apply to any subsequent Viability Review(s).

SCHEDULE 3
CO-LIVING UNITS

1. DEFINITIONS

- "Approved Agreement Terms"** **Occupancy** means an occupancy agreement:
- (a) in relation to which the occupant has not paid a premium or other capital sum;
 - (b) with a term of not less than three months and not more than three years;
 - (b) which includes a covenant on the part of the landlord to provide the Services at no extra cost
- "Co-Living Unit Agreement"** **Unit Occupancy** means an agreement to occupy a Co-Living Unit which is on the Approved Occupancy Agreement Terms
- "Co-Living Units Management Scheme"** **Units Management** means a single scheme for the management of all of the Co-Living Units which must be in compliance with the following principles include the following information:
- (a) there must be on-site management with a prompt issue resolution system;
 - (b) establishment of a complaints procedure for residents;
 - (c) membership of a designated professional body;
 - (d) advertise the availability of the Co-Living Units on a recognised internet lettings listing or portal;
 - (e) details of how all internal and external areas of the Development will be maintained;
 - (f) details of how the Services will be provided / operated;
 - (g) management shall be undertaken by a single management company;
 - (h) details of how any management responsibilities will be transferred; and
 - (i) security and fire safety procedures to be undertaken in accordance with Policy D12 Fire Safety and London Plan Guidance
- "Services"** means the following:
- (a) cleaning service for communal areas at least once per fortnight;
 - (b) concierge service to be available to the tenant between the hours of 8pm and 8am the following day 365 days a year;

(c) access to shared facilities

“Student”

means an individual who is enrolled in a full or part time undergraduate or postgraduate course at any higher education institution

“Wheelchair Marketing Strategy”

means a strategy setting out the Developer’s detailed proposals for marketing the Wheelchair Co-living Units to persons who are a wheelchair user, which shall include:

(a) a requirement for the Developer to maintain a waiting list of wheelchair users who have expressed interest in the Wheelchair Co-Living Units; and

(b) a requirement, should a Wheelchair Co-Living Unit become available, for the Developer to contact individuals on the waiting list regarding the availability of any Wheelchair Co-Living Units prior to marketing those units to individuals who are not on the waiting list

2. CO-LIVING UNITS

- 2.1 The Co-Living Units shall remain in use as Co-Living Units in accordance with the terms of this Agreement in perpetuity.
- 2.2 The Co-Living Units shall be Occupied on the Approved Occupancy Agreement Terms and shall not be Occupied otherwise than in accordance with the Approved Occupancy Agreement Terms.
- 2.3 Each Co-Living Unit shall not be subject to more than one Co-Living Unit Occupancy Agreement.
- 2.4 No more than 68 Co-Living Units may be Occupied by Students.

3. MANAGEMENT OF CO-LIVING UNITS

- 3.1 No Co-Living Unit shall be Occupied until the Co-Living Units Management Scheme has been submitted to and approved by the LPA.
- 3.2 The Co-Living Units shall only be Occupied in accordance with the approved Co-Living Units Management Scheme.
- 3.3 The approved Co-Living Units Management Scheme may be amended from time to time PROVIDED THAT the LPA has given its prior written approval to any such amendment.

4. CO-LIVING UNITS IN SINGLE OWNERSHIP

- 4.1 Save for any legal interest belonging to the occupant under a Co-Living Unit Occupancy Agreement the freehold and any leasehold interest in all of the Co-Living Units shall be owned by the same person.
- 4.2 Within 10 Working Days of the date of this Agreement the Developer shall apply to the Land Registry to have a restriction in the following terms entered onto the Charges Register of each of the freehold titles referred to in Recital(s) B of this Agreement:

No lease for a term of more than 3 years of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 3.1 of Schedule 3 of section 106 agreement dated [] and made between (1)

London Legacy Development Corporation; (2) Wallis Road MH Limited; and (3) Apex Group Hold Co (UK) Limited have been complied with or that they do not apply to the disposition

4.3 No Co-Living Units shall be Occupied until the restriction referred to in paragraph 4.2 above has been entered onto the Charges Register of each of the freehold titles referred to in Recitals (B), (C) and (D) of this Agreement.

5. ACCESSIBLE CO-LIVING UNITS

5.1 The Developer shall:-

5.1.1 provide the accessible Co-Living Units shown on Plan 2 (the "Wheelchair Co-Living Units");

5.1.2 produce at least 6 months prior to Completion of the first Wheelchair Co-Living Units a Wheelchair Marketing Strategy for the Council's written approval;

5.1.3 actively market (in accordance with the approved Wheelchair Marketing Strategy pursuant to paragraph 5.1.2) the unit as a Wheelchair Co-living Unit to persons who are a wheelchair user for at least 3 months prior to Completion and 3 months following Completion of each Wheelchair Co-Living Unit;

5.1.4 use Reasonable Endeavours to grant an occupancy agreement for the Wheelchair Co-Living Unit to persons who are wheelchair users, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA meetings held pursuant to paragraph 5.1.5; and

5.1.5 in the event that, following marketing in accordance with the approved Wheelchair Marketing Strategy pursuant to paragraph 5.1.2 for a period of at least 3 months prior to Completion and 3 months following Completion of each Wheelchair Co-Living Unit, an occupancy agreement is not granted to a person who is a wheelchair user, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraphs 5.2.1 and 5.2.2) and shall, at the LPA's request, meet with the LPA and/or Council to discuss a strategy for the future marketing of the Wheelchair Co-Living Units.

5.2 In the event that any number of Wheelchair Co-Living Units remain available following the Developer complying with its obligations in paragraphs 5.1.1 to 5.1.5 of this Schedule, the Developer shall notify LPA and be entitled to grant a Co-Living Unit Occupancy Agreement for the relevant unit(s) to a person who is not a wheelchair user.

5.3 The Developer shall annually for the first three years following First Occupation monitor the demand for and occupation of Wheelchair Co-Living Units and submit such monitoring to the LPA for their approval and shall, at the LPA's request meet with the LPA and / or Council to discuss a strategy for appropriate provision of Wheelchair Co-Living Units.

5.4 For each and every subsequent letting of a Wheelchair Co-Living Unit, the Developer shall:

5.4.1 actively market (in accordance with the approved Wheelchair Marketing Strategy pursuant to paragraph 5.1.2 of this Schedule) the unit as a Wheelchair Co-living Unit to persons who are a wheelchair user for at least 2 weeks from the date that the Wheelchair Co-Living Unit becomes available; and

5.4.2 use Reasonable Endeavours to grant an occupancy agreement for the Wheelchair Co-Living Unit to a person who is a wheelchair user.

5.5 In the event that any Wheelchair Co-Living Unit remains available following the Developer complying with its obligations in paragraphs 5.4.1 to 5.4.2 of this Schedule, the Developer shall notify the LPA and be entitled to grant a Co-Living Unit Occupancy Agreement for the relevant unit(s) to a person who is not a wheelchair user.

SCHEDULE 4

TRANSPORT

1. DEFINITIONS

"Blue Badge Spaces"	means three on-street blue badge space to be provided Off Site as shown on Plan 7 to be provided with an active rapid charge electric vehicle charging point and made available by the Developer for use by occupants of and visitors to the Development who are blue badge holders pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 and provided in accordance with this Schedule
"Bus Network Contribution"	means the sum of £29,000 (Indexed) which shall be used by the LPA towards the enhancement of the bus network in proximity to the Site
"Car Parking Delivery and Management Strategy"	means a strategy for the delivery and management of the Blue Badge Space and Loading Bay to include (but not be limited to) details of:- <ul style="list-style-type: none">(a) the layout and location of the Blue Badge Space and Loading Bay(b) the timescale for the delivery of the Blue Badge Space and Loading Bay(c) the process for the review of the effectiveness of the strategy and the inclusion of any required amendments
"Highway Agreement"	means an agreement with the relevant Highway Authority under s.278 and/or s.38 of the Highways Act 1980.
"Highway Contribution"	means the sum of £61,444 (Indexed) which shall be used by the LPA towards local public realm, connectivity and wayfinding in the area immediately surrounding the Site
"Highway Works"	means:- <ul style="list-style-type: none">(a) delivery of the Blue Badge Space(b) delivery of the Loading Bay(c) upgrade and repairs to the footpath and public realm(d) provision of dropped kerbs to aid waste collection as indicatively shown on Plan 3 as shown on Plan 4
"Landscape Phase 2 Works"	means the landscaping arrangement as per Plan 6 to deliver the northern route
"LLDC CTMG"	means the LLDC Construction Transport Management Group responsible for the implementation of the LLDC Construction Transport Management Plan which directs the way in which construction transport is managed, governed and delivered

within the LLDC area and controlling the demolition and construction noise and vibration and dust impacts

"LLDC CTMG Contribution" means the sum of £20,000 (Indexed) which shall be used by the LPA towards the monitoring of highway safety and construction works and administration of the LLDC CTMG

"Loading Bay" means the on-street loading bay to be provided Off Site as shown on Plan 5 in accordance with this Schedule

"Neighbouring Land Parcels" means Atlas Wharf and Plot B to the north of the Site as shown on Plan 6

2. CAR PARKING DELIVERY AND MANAGEMENT STRATEGY

2.1 Prior to the Occupation of the Development the Developer shall submit the Car Parking Delivery and Management Strategy (prepared in consultation with the Highway Authority) and obtain approval of the LPA.

2.2 The strategy approved in accordance with paragraph 2.1 (as may be amended from time to time in accordance with its review and amendment process) shall thereafter be delivered for the lifetime of the Development.

3. LANDSCAPE PHASE 2 WORKS

3.1 In the event that the Neighbouring Land Parcels:

3.1.1 secure and then implement a valid planning permission within 3 years of Commencement of Development; and

3.1.2 undertake (within 5 years of Commencement of Development) all necessary highways works within the area shown on Plan 6 so as to enable the Landscape Phase 2 Works (as determined by the LPA acting reasonably);

then the Developer shall deliver the Landscape Phase 2 Works within 2 years of the Neighbouring Land Parcels undertaking all necessary highways works within the area shown on Plan 6 so as to enable the Landscape Phase 2 Works (as determined by the LPA acting reasonably).

3.2 In seeking to implement that Landscape Phase 2 Works, the Developer shall:-

3.2.1 use Reasonable Endeavours to discuss the delivery of the Landscape Phase 2 Works with the owners of the Neighbouring Land Parcels at regular intervals and not less than once every 3 months;

3.2.2 from the Commencement of Development provide the LPA with bi-annual updates of the steps that have been taken to deliver the Landscape Phase 2 Works; and

3.2.3 at the LPA's request, meet with the LPA and/or Council to discuss a strategy for the implementation of the Landscape Phase 2 Works.

4. HIGHWAY WORKS

4.1 Prior to Substantial Implementation the Developer shall enter into a Highway Agreement with the Council for the provision of the Highway Works.

4.2 The Highway Works shall be completed in accordance with the Highway Agreement and completed no later than the Occupation of the Development.

4.3 The Highway Works shall thereafter be maintained in accordance with the Highway Agreement.

5. **BLUE BADGE SPACES**

The Developer shall annually for three years following First Occupation monitor the demand for Blue Badge Spaces and submit such monitoring to the LPA for their approval and shall, at the LPA's request, meet with the LPA and/ or Council to discuss a strategy for additional Off Site provision of Blue Badge Spaces

6. **RESTRICTION OF ON-STREET PARKING PERMITS**

6.1 The Developer covenants with the LPA that:-

6.1.1 it shall include in each occupational licence for the Co-Living Units and Commercial Units a covenant on the that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways at any time during the life of the Development unless otherwise agreed by the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970;

6.1.2 each Co-Living Unit or Commercial Unit shall not be Occupied unless the covenant set out in paragraph 5.1.1 is contained in the licence for that Co-Living Unit or Commercial Unit;

6.1.3 it shall enforce the covenant set out in paragraph 5.1.1 against the licence of the Co-Living Units and Commercial Units in the event it is breached;

6.1.4 it shall not dispose of to any person or Occupy or allow any person and/or company to Occupy any of the Co-Living Units and/or Commercial Units unless a notice has been served on the relevant licensee or tenant that the covenant set out at paragraph 5.1.1 is contained in the licence or lease and therefore such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place on the public highway; and

prior to the First Occupation of the Development to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this Schedule and thereafter notify the LPA in writing that such notification has been made.

7. **HIGHWAY CONTRIBUTIONS**

7.1 The Developer shall pay the following contributions to the LPA prior to the Commencement of Development:-

7.1.1 Highway Contribution;

7.1.2 Bus Network Contribution;

7.1.3 LLDC CTMG Contribution;

and no Development shall be Commenced until the contributions in 6.1.1 – 6.1.3 have been paid to the LPA.

8. **LLDC CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

8.1 With effect from the date of this Agreement the Developer shall:-

8.1.1 notify the LLDC CTMG of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

- 8.1.2** if invited to attend meetings of the LLDC CTMG, send one or more representatives to such meetings; and
 - 8.1.3** provide such information to the LLDC CTMG as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.
- 8.2** The obligation in paragraph 7.1 shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

SCHEDULE 5

TRAVEL PLANS

1. DEFINITIONS

- "Commercial Modal Split Targets"** means the modal split targets identified in the approved Commercial Travel Plan
- "Commercial Travel Plan Monitoring Period"** means six months after the LPA's approval of the Commercial Travel Plan until five years after First Occupation
- "Commercial Travel Plan"** means the travel plan for the non-residential uses comprised within the Development which is to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
- "Commercial Travel Plan Monitoring"** means monitoring of the approved Commercial Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:-
- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked
 - (b) monitoring of the usage of the car parking which is available for use in the Development and
 - (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
- "Commercial Travel Plan Monitoring Report"** means a report setting out the data and information gathered during the Commercial Travel Plan Monitoring undertaken during the Commercial Travel Plan Review Period and such report shall include:-
- (a) details of trip generation rates
 - (b) details of mode share and change in mode share over time
 - (c) details of how effectively the Commercial Travel Plan has operated within the previous period
 - (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved and
 - (e) (where the objectives and/or targets specified in the Commercial Travel Plan have not been met) a proposed revision to the Commercial Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Commercial Travel Plan together with a timetable for implementing such measures

"Commercial Travel Plan Review Period"	means initially the period of 6 months commencing on the date the Commercial Travel Plan is approved by the LPA and thereafter on the first, third and fifth anniversaries of the Commercial Travel Plan being approved by the LPA
"Co-Living Modal Split Targets"	means the modal split targets identified in the approved Co-Living Travel Plan
"Co-Living Travel Plan Monitoring Period"	means six months after the LPA's approval of the Co-Living Travel Plan until five years after First Occupation of the final Co-Living Unit to be Completed
"Co-Living Travel Plan"	means the travel plan for the co-living uses comprised within the Development which is to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
"Co-Living Travel Plan Monitoring"	<p>Plan means monitoring of the approved Co-Living Travel Plan by carrying out the following monitoring of travel to and from the Co-Living Units by residents and visitors which shall as a minimum include the following:-</p> <ul style="list-style-type: none"> (a) carrying out representative surveys of the modal split of residents and visitors together with details of where those who have travelled by vehicle (for all or part of their journey) have parked; and (b) monitoring of the usage of cycle parking facilities by residents of, and visitors to, the Co-Living Units
"Co-Living Travel Plan Monitoring Report"	<p>means a report setting out the data and information gathered during the Co-Living Travel Plan Monitoring undertaken during the Co-Living Travel Plan Review Period and such report shall include:-</p> <ul style="list-style-type: none"> (a) details of trip generation rates (b) details of mode share and change in mode share over time (c) details of how effectively the Co-Living Travel Plan has operated within the previous period (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved and (e) (where the objectives and/or targets specified in the Co-Living Travel Plan have not been met) a proposed revision to the Co-Living Travel Plan for approval by the LPA setting out reasonable additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Co-Living Travel Plan together with a timetable for implementing such measures
"Co-Living Travel Plan Review Period"	means initially the period of 6 months commencing on the day the Co-Living Travel Plan is approved by the LPA and thereafter annually on the anniversary of the Co-Living Travel Plan being approved by the LPA

"Sustainable Transport Measures"

means reasonable measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010

"Travel Plan Monitoring Officer"

means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Commercial Travel Plan and the Co-Living Travel Plan

2. SUBMISSION AND APPROVAL OF TRAVEL PLANS

2.1 No later than six months prior to First Occupation the Developer shall:-

2.1.1 submit and obtain the LPA's approval to a Commercial Travel Plan;

2.1.2 submit and obtain the LPA's approval to a Co-Living Travel Plan.

2.1.3 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

2.2 The Development shall not be Occupied unless the Developer has complied with paragraph 2.1

3. CONTENT OF TRAVEL PLANS

3.1 The Commercial Travel Plan and the Co-Living Travel Plan shall each contain separate reasonable measures, commitments, targets and plans for the commercial and residential uses respectively authorised by the Planning Permission.

3.2 Both the Commercial Travel Plan and the Co-Living Travel Plan that are to be submitted pursuant to paragraph 2 shall unless otherwise agreed with the LPA:-

3.2.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Commercial Travel Plan and the Co-Living Travel Plan respectively;

3.2.2 contain commitments to measures, including investigation of potential additional measures;

3.2.3 set out a process for review, consultation and approval of changes (and specifically targets) with the LPA;

3.2.4 have obtained a 'Passed' score in the online assessment tool 'ATTRIBUTE';

3.2.5 contain measures aimed at:-

(a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking at the Development;

(b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and

(c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

3.3 The Developer shall implement each of the approved Commercial Travel Plan and Co-Living Travel Plan (and any amendments thereto) during the life of the Development.

3.4 The Developer shall include provisions in any lease or licence of all Commercial Units which requires the Occupier of such Commercial Unit to comply with the Commercial Travel Plan insofar as it relates to that relevant Commercial Unit and no Commercial Unit shall be Occupied unless the relevant lease or licence includes such provisions.

4. **COMMERCIAL TRAVEL PLAN MONITORING**

4.1 In order to monitor the effectiveness of the Commercial Travel Plan the Developer shall during the Commercial Travel Plan Monitoring Period carry out the Commercial Travel Plan Monitoring.

4.2 During the Commercial Travel Plan Monitoring Period the Developer shall prepare and submit to the LPA for approval a Commercial Travel Plan Monitoring Report by not later than 42 days after the end of each Commercial Travel Plan Review Period.

4.3 Prior to the submission of a report referred to in paragraph 4.2 the Developer shall agree the structure of that report with the LPA.

4.4 If any Commercial Travel Plan Monitoring Report includes a revised Commercial Travel Plan for approval by the LPA the Developer shall implement the revised Commercial Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

5. **CO-LIVING TRAVEL PLAN MONITORING**

5.1 In order to monitor the effectiveness of the Co-Living Travel Plan the Developer shall during the Co-Living Travel Plan Monitoring Period carry out the Co-Living Travel Plan Monitoring.

5.2 During the Co-Living Travel Plan Monitoring Period the Developer shall prepare and submit to the LPA for approval a Co-Living Travel Plan Monitoring Report by not later than 42 days after the end of each Co-Living Travel Plan Review Period.

5.3 Prior to the submission of a report referred to in paragraph 4.2 the Developer shall agree the structure of that report with the LPA.

5.4 If any Co-Living Travel Plan Monitoring Report includes a revised Co-Living Travel Plan for approval by the LPA the Developer shall implement the revised Co-Living Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

6. **COMMERCIAL MODAL SPLIT TARGETS**

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

6.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Commercial Monitoring Report in accordance with the timetable set out therein as approved by the LPA.

6.3 If the Commercial Travel Plan Monitoring Report immediately following the First Commercial Monitoring Report shows that any of the relevant Commercial Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 6.1 and 6.2 of this Schedule for each subsequent Commercial Monitoring Report until the Commercial Modal Split Targets are achieved.

7. CO-LIVING MODAL SPLIT TARGETS

- 7.1 If any Co-Living Travel Plan Monitoring Report ("**First Co-Living Monitoring Report**") shows that any of the Co-Living Modal Split Targets in the Co-Living Travel Plan have not been achieved the Developer shall in the First Co-Living Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Co-Living Modal Split Targets in the Co-Living Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.
- 7.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Co-Living Monitoring Report in accordance with the timetable set out therein as approved by the LPA.
- 7.3 If the Co-Living Travel Plan Monitoring Report immediately following the First Co-Living Monitoring Report shows that any of the relevant Co-Living Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 7.1 and 7.2 of this Schedule for that year and each subsequent year until the Co-Living Modal Split Targets are achieved.

SCHEDULE 6
EMPLOYMENT AND TRAINING

1. DEFINITIONS

"Affordable Workspace"		means 641m ² of Workspace within Block D1
"Affordable Strategy"	Workspace	means a strategy setting out the details and location of the Affordable Workspace and which shall include at least the following information:- <ul style="list-style-type: none"> (a) The location of the Affordable Workspace by reference to a plan(s) (b) How the Affordable Workspace will be allocated to local companies and businesses and thereafter managed (c) Details of the proposed lease terms which shall as a minimum include: <ul style="list-style-type: none"> (i) requirement for the tenant to approve fit out prior to exchange; (ii) the tenant shall open for trade within 12 weeks of the lease completion; (iii) a term of 99 years from completion; (iv) for the Affordable Workspace a yearly rent of £1 per annum (exclusive of VAT, service charge, insurance, rent, rates, utilities and all other outgoing); (v) no rent deposit required; (vi) no rent review provisions; (vii) an internal repairing basis; (viii) the tenant shall be responsible for a fair and reasonable proportion of the service charge; (ix) 24 hour access and core trading hours of 08:00 – 18:00 each day including bank holidays
"Affordable Terms"	Workspace	means terms substantially in accordance with the draft terms agreed with the Hackney Wick and Fish Island Community Development Trust attached to this Agreement at Appendix 2
"Inclusive Contribution"	Economy	means £100,000 (Indexed) to be paid to the LPA towards inclusive economy, education, employment and skills programmes the vicinity of the Development including Build East, Good Growth Hub and East Education which facilitate local apprenticeships, work placement schemes and measures towards encouraging local employment

"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London
"Local Labour and Business Schemes"	means the following schemes:- <ul style="list-style-type: none"> (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and (b) in the Council's Area – the scheme known as Skillsmatch
"London Living Wage"	means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA
"Workspace"	means no more than 1,021 sq m GIA within the Development (including the Affordable Workspace) to be used as commercial floorspace as authorised by the Planning Permission
"Workspace Strategy"	means the strategy approved by the LPA pursuant to paragraph 2.2 of this Schedule which sets out how the Workspace will be designed and managed in order to attract occupation by small and medium sized enterprises

2. WORKSPACE STRATEGY AND DELIVERY

- 2.1 No part of the Development shall be Occupied until the Workspace has been Completed in accordance with the approved Workspace Strategy and made available and ready for Occupation.
- 2.2 Prior to Occupation of any Workspace the Developer shall submit the Workspace Strategy to the LPA and shall not Occupy any Workspace until the Workspace Strategy has been approved in writing by the LPA.

3. AFFORDABLE WORKSPACE STRATEGY

- 3.1 Prior to the Commencement the Developer shall submit and obtain the LPA's approval of a final version of the Affordable Workspace Terms, in consultation with Hackney Wick & Fish Island Community Development Trust.
- 3.2 In the event that the LPA has not approved a final version of the Affordable Workspace Terms, in consultation with the Hackney Wick & Fish Island Community Development Trust, prior to the Commencement of Development then, subject to the satisfaction of the LPA, the Developer shall, prior to Occupation, submit and obtain the LPA's approval of the Affordable Workspace Strategy.

4. DELIVERY OF AFFORDABLE WORKSPACE

- 4.1 The Developer shall construct the Affordable Workspace in accordance with the approved Affordable Workspace Terms and/or Affordable Workspace Strategy (as applicable).
- 4.2 No Co-Living Units shall be Occupied until:
 - 4.2.1 all of the Affordable Workspace has been completed and transferred to Hackney Wick & Fish Island Community Development Trust in accordance with the final approved Affordable Workspace Terms; or

4.2.2 or the Developer has transferred the Affordable Workspace to an alternative operator in accordance with the approved Affordable Workspace Strategy.

5. RETENTION AND MANAGEMENT OF THE AFFORDABLE WORKSPACE

5.1 The Affordable Workspace shall be not be Occupied other than as Affordable Workspace.

5.2 The Affordable Workspace shall be managed in accordance with the approved Affordable Workspace Strategy and/or the Affordable Workspace Terms (as applicable).

6. LOCAL LABOUR AND LOCAL BUSINESS

6.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to ensure that:-

6.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;

6.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;

6.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the Development;

6.1.4 the recruitment of persons living in the Growth Boroughs accounts for at least 25% of the end-use jobs at the Development;

6.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;

6.1.6 the London Living Wage is promoted for all end use jobs at the Development; and

6.1.7 work-based learning opportunities are provided at the Development, including not less than four (4) apprenticeship opportunities during construction,

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

7. INCLUSIVE ECONOMY CONTRIBUTION

7.1 Prior to First Occupation of the Development the Developer shall pay the Inclusive Economy Contribution to the LPA.

7.2 The Development shall not be Occupied unless and until the Inclusive Economy Contribution has been paid to the LPA.

7.3 Once paid to the LPA in accordance with paragraphs 7.1 and 7.2 any proposal for the use of the Inclusive Economy Contribution shall be agreed between the LPA and Council before being formally allocated by the Council to be spent.

SCHEDULE 7

NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

1. DEFINITIONS

"Construction Mitigation Impacts Contribution" means the sum of £50,000 (Indexed) which shall be used by the LPA towards the mitigation of construction impacts of the Development including temporary safety measures and crossing patrol officers

"National Considerate Constructors Scheme" means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavements congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to the respect of people

2. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

The Developer covenants to:-

- 2.1 comply with the National Considerate Constructors Scheme during the construction of the Development;
- 2.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 2.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 2.1 and 2.2 of this Schedule.

3. CONSTRUCTION MITIGATION IMPACTS CONTRIBUTION

- 3.1 The Developer shall pay the Construction Mitigation Impacts Contribution to the LPA prior to the Commencement of Development.
- 3.2 No Development shall be Commenced until the Construction Mitigation Impacts Contribution has been paid in full to the LPA.

SCHEDULE 8

HERITAGE CONTRIBUTION

1. DEFINITIONS

"Heritage Contribution" means the sum of £100,750 (Indexed) to be used by the LPA towards those local heritage projects in Hackney Wick as defined in Schedule 5 to the Masterplan Unilateral Undertaking

"Masterplan Unilateral Undertaking" means the unilateral undertaking dated 14 March 2019 given by the London Legacy Development Corporation Limited in favour of the local planning authority related to land at Hackney Wick Central

2. HERITAGE CONTRIBUTION

2.1 Prior to the Commencement of Development the Developer shall pay the Heritage Contribution to the LPA.

2.2 The Development shall not be Commenced until the Heritage Contribution has been paid in full to the LPA.

SCHEDULE 9
SUSTAINABILITY

1. **DEFINITIONS**

- "Carbon Emissions Report"** means a report in respect of the Development setting out:-
- (a) an assessment of the estimated regulated CO2 emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020)
 - (b) whether an On Site reduction of regulated CO2 emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised
 - (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved and
 - (d) if the net zero carbon target is not met On Site (i) the carbon gap and (ii) the calculation of the Carbon Offset Payment payable based on that carbon gap
- "Carbon Offset Payment"** means £219,735 (two hundred and nineteen thousand and seven hundred and thirty five pounds) (Indexed from the date of this Agreement) or such other amount to be agreed in writing with the LPA following submission of the Carbon Emissions Report, having been calculated in accordance with the LPA'S adopted Getting to Net Zero SPD (October 2022) where cost of carbon per tonne is £95 (or if applicable such other replacement policy/guidance)
- "Decarbonisation Measures"** means On Site measures to achieve carbon reductions (beyond those already secured as part of the Planning Permission) equivalent to the carbon savings that would have been achieved if the Development was connected to the District Energy Network
- "District Energy Network"** means the Queen Elizabeth Olympic Park district energy network
- "Energy Performance Monitoring"** means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators:-
- (a) contextual data relating to the Development's reportable units
 - (b) the energy and fuel imports into each reportable unit including data from national energy grids and (if applicable) district heating connections

	(c) the renewable energy generation within the Development to identify how much energy is being generated On Site and where this is used and
	(d) building energy storage equipment data
"Energy Performance Monitoring Period"	means a period of not less than five years commencing on the date of First Occupation of the Development
"Energy Performance Monitoring Report"	means a report to be submitted on each anniversary of the date of First Occupation of the Development during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring
"Future Proofing Measures"	means future proofing measures within the Development including but not limited to basement plant space provision for a future plate heat exchanger, heating system tap-offs and identified distribution routes and infrastructure to enable future connection of the Development to the District Energy Network or any alternative Off Site district energy network
"Superstructure Works"	means the construction of any one or more of the following parts of any Building, after construction of its foundations:- <ul style="list-style-type: none"> (a) frame: load bearing framework (b) upper floors: suspended floors, balconies, walkways and top landings (c) roof: roof structure, roof coverings and roof drainage (d) stairs and ramps: construction of ramps and stairs connecting floors at different levels (e) external walls: construction of all the external enclosing walls or (f) windows, doors and openings in external walls
"Viable"	means that connection to the District Energy Network or Off Site district energy network will not result in occupiers of the Development paying higher heating costs or accepting lower service rents or poorer reliability of service or that connection to the District Energy Network will result in greater CO2 emissions than an alternative system

2. CONNECTION TO ENERGY NETWORK

2.1 The Developer covenants to use Reasonable Endeavours from the Commencement Date until 10 years after the date of the Planning Permission to secure:-

2.1.1 the extension of the District Energy Network to the Site; and

2.1.2 (as an alternative in the event that the extension of the District Energy Network to the Site is not secured) the extension of an Off Site district energy network including but not limited to negotiations with the other landowners where any Off Site district energy network is located.

- 2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's approval to:-
- 2.2.1 a written report outlining the steps the Developer has taken in order to satisfy the obligation in paragraph 2.1.1 above; and
- 2.2.2 a written report outlining the steps the Developer has taken in order to satisfy the obligation in paragraph 2.1.2 above.
- 2.3 After Substantial Implementation has taken place the Developer shall annually on the anniversary of Substantial Implementation, submit and obtain the LPA's approval to:-
- 2.3.1 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above; and
- 2.3.2 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.2 above.
- 2.4 If the report approved by the LPA pursuant to paragraph 2.2.1 demonstrates that it will be reasonably possible and Viable to extend or procure the extension of the District Energy Network to the Site, the Development shall not be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a connection to an Off Site district energy network shall have no further effect.
- 2.5 If the report approved pursuant to paragraph 2.2.1 concludes that it will not be possible or Viable to connect the Development to the District Energy Network but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible and Viable to connect the Development to an Off Site district energy network, the Development shall not be Occupied unless and until it has been connected to the Off Site district energy network and obligations relating to the provision of a connection to the District Energy Network shall have no further effect.
- 2.6 If the reports approved by the LPA pursuant to paragraph 2.3.1 demonstrates that with Reasonable Endeavours it will be possible and Viable to extend or procure the extension of the District Energy Network to the Site, the Development shall be connected to the District Energy Network as soon as reasonably possible and the obligations relating to the provision of a connection to an Off Site district energy network shall have no further effect.
- 2.7 If the report approved pursuant to paragraph 2.3.1 concludes that with Reasonable Endeavours it will not be possible or Viable to connect the Development to the District Energy Network but the report submitted to the LPA pursuant to paragraph 3.2.2 demonstrates that with Reasonable Endeavours it will be possible and Viable to connect the Development to an Off Site district energy network, the Development shall be connected to the Off Site district energy network as soon as reasonably possible.
- 2.8 Save where the District Energy Network or an Off Site district energy network is extended to the Site:-
- 2.8.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures and the Decarbonisation Measures;
- 2.8.2 the Developer shall incorporate the approved Future Proofing Measures and the approved Decarbonisation Measures within the Development; and
- 2.8.3 no part of the Development shall be Occupied unless and until the Developer has submitted and obtained the LPA's approval to a report demonstrating that the approved Future Proofing Measures and the approved Decarbonisation Measures have been incorporated within the relevant part(s) of the Development.

3. CARBON OFFSET PAYMENT

- 3.1 Prior to commencement of the Superstructure Works the Developer shall submit the Carbon Emissions Report.
- 3.2 No works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Emissions Report is approved by the LPA.
- 3.3 If the approved Carbon Emissions Report identifies that a Carbon Offset Payment is payable:-
- 3.3.1 the Developer shall pay the Carbon Offset Payment to the LPA prior to carrying out any works comprised in the Development beyond the Superstructure Works; and
- 3.3.2 no works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Offset Payment has been paid to the LPA.

4. ENERGY PERFORMANCE MONITORING

- 4.1 To monitor the Development's energy performance, the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.
- 4.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than two weeks after each anniversary of First Occupation of the Development during the Energy Performance Monitoring Period.

5. REDUCTION OF ENERGY DEMAND

- 5.1 The Developer shall use Reasonable Endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:-
- 5.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
- 5.1.2 the promotion of the use of energy efficient appliances; and
- 5.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

6. BREEAM

- 6.1 Without prejudice to the requirement in Condition 68 (BREEAM) to achieve BREEAM "Excellent" rating for the Development, the Developer shall:-
- 6.1.1 Use Reasonable Endeavours to achieve a BREEAM "Outstanding" rating for the Development;
- 6.1.2 provide a written report to the LPA within six months of First Occupation outlining the steps the Developer has taken and intends to take to satisfy the obligation in paragraph 6.1.1 above; and
- 6.1.3 within six months of First Occupation of the Development notify the LPA in writing whether a "outstanding" rating has been achieved (such notice to be accompanied by an independently verified BREEAM report detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance).

SCHEDULE 10
ESTATE MANAGEMENT

1. DEFINITIONS

- "Common Areas"** means:-
- (a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the local highways authority pursuant to its powers under the 1980 Act and
 - (b) all areas within the Development which are used in common by occupiers and users the Development
- which are shown on Plan 8
- "Estate Management Strategy"** means the estate management strategy for the Site submitted and approved pursuant to paragraphs 2.1 and 2.2 below
- "Publicly Accessible Open Space"** or "PAOS" has the meaning ascribed to it in Schedule 11
- "SUDS Infrastructure"** means any sustainable urban drainage system comprised within the Development

2. ESTATE MANAGEMENT STRATEGY

- 2.1 The Development shall not be Occupied until an Estate Management Strategy has been submitted to the LPA for approval. The Estate Management Strategy shall set out detailed proposals for the following:-
- 2.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:-
 - (a) the Common Areas;
 - (b) the PAOS; and
 - (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority),including in respect of (a) and (b) above all associated street furniture, lighting, security equipment and drainage;
 - 2.1.2 management and co-ordination of waste collection and recycling for the Site;
 - 2.1.3 management and co-ordination of deliveries to the Development;
 - 2.1.4 management and co-ordination of the impact of move in/move out dates; and
 - 2.1.5 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.
- 2.2 No part of the Development shall be Occupied before the Estate Management Strategy has been approved by the LPA.

2.3 The approved Estate Management Strategy shall be implemented from First Occupation and thereafter for the lifetime of the Development, unless as otherwise agreed between the Parties.

SCHEDULE 11
PUBLIC OPEN SPACE

1. DEFINITIONS

"Delivery Plan" means a detailed plan for the delivery and layout of the PAOS which shall contain at least the following information:

- (a) The specification of the PAOS;
- (b) Proposals for design initiatives that would enhance provisions for pedestrians and cyclists within and around the Development;
- (c) The timing of the construction of the Co-Living Units and the delivery of the PAOS

"Permitted Closures" means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-

- (a) 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
- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS
- (c) where such temporary closure is required for the purposes of carrying out inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)
- (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law
- (e) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

PROVIDED THAT save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than 3 days prior to the date such Permitted Closure is to commence

"Publicly Accessible Open Space" or "PAOS" means areas of the public realm and pedestrian routes and footpaths within the Development in accordance with the Planning Permission as shown on Plan 5 which shall be maintained and shall be freely accessible to the general public at all times

2. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE

2.1 Prior to Substantial Implementation of Development the Developer shall submit and obtain the LPA's approval to the Delivery Plan.

2.2 The Development shall be carried out and Occupied in accordance with the approved Delivery Plan.

3. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE

3.1 From the date of Completion of the Publicly Accessible Open Space (and each part thereof) the Developer 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 Publicly Accessible Open Space at all times free of charge SUBJECT TO:-

3.1.1 Permitted Closures; and

3.1.2 any lawful requirements of the police or any other competent authority.

3.2 Subject to paragraph 3.1 the Developer 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 Completed Publicly Accessible Open Space except in accordance with the Delivery Plan.

4. MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE

The Developer shall manage and maintain the Publicly Accessible Open Space for the life of the Development in accordance with the Estate Management Strategy approved pursuant to paragraph 2.1 of Schedule 10.

SCHEDULE 12

PLAY SPACE

1. DEFINITIONS

- "Local Play Area Contribution"** means the sum of £2,900 (Indexed from the date of the Masterplan Outline Consent) to be paid by the Developer to the LPA to be spent on Local Play Projects
- "Local Play Projects"** means projects for the provision, maintenance and improvement of play space facilities for children aged 5 to 11 within the vicinity of the Site
- "Youth Play Area Contribution"** means the sum of £900 (Indexed from the date of the Masterplan Outline Consent) to be paid by the Developer to the LPA towards Youth Play Projects
- "Youth Play Projects"** means projects for the provision, maintenance and improvement of play space facilities for children aged 12 and above at:
- (a) Canal Park area at Queen Elizabeth Olympic Park;
 - (b) Mabley Green Eastway undercroft area; or
 - (c) Hackney Marshes enhanced play facilities,
- or any other site that the LPA has identified in writing

2. LOCAL PLAY AREA CONTRIBUTION

- 2.1 The Developer shall pay the Local Play Area Contribution to the LPA prior to the Occupation of the Development.
- 2.2 The Developer shall not Occupy the Development until the Local Play Area Contribution has been paid in full to the LPA.

3. YOUTH PLAY AREA CONTRIBUTION

- 3.1 The Developer shall pay the Youth Play Area Contribution to the LPA prior to the Occupation of the Development.
- 3.2 The Developer shall not Occupy the Development until the Youth Play Area Contribution has been paid in full to the LPA.

SCHEDULE 13
DESIGN MONITORING

1. DEFINITIONS

"Approved Drawings" means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment

"Architect" means:

- (a) In respect of the buildings in the Development, Morris + Co; and
- (b) In respect of the landscaping and other external public realm comprised in the Development, Space Hub

and "Architect" shall mean either one of them as the context so permits

"Design Monitoring Costs" means the monies paid in accordance with 3.2.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings

"Development" means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission

"S96A Amendment" means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

"S73 Permission" means a permission granted pursuant to an application for an amendment to the Planning Permission pursuant to section 73 or section 73B (when in force) of the 1990 Act

2. DESIGN TEAM STATEMENT

2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of these details:-

2.1.1 an application pursuant to Conditions 37 (detailed design), 38 (material samples), 39 (mock-ups) and 40 (hard and soft landscaping);

2.1.2 an application for a S96A Amendment; and

2.1.3 an application for a S73 Permission.

2.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and shall inform the LPA if the design team shall change during the construction of the Development until its Completion.

3. DESIGN MONITORING COSTS

3.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 above and overseeing the construction of the Development) the Developer shall forthwith:-

3.1.1 notify the LPA of such non-retention; and

3.1.2 pay to the LPA within 10 Working Days of written demand from the LPA the Design Monitoring Costs and it is agreed that:-

3.1.3 such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;

3.1.4 the LPA may make more than one demand for payment of Design Monitoring Costs; and

3.1.5 when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent,

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £20,000 (Indexed).

4. RESTRICTION ON DEVELOPMENT

4.1 The Development shall not Commence until the Developer has either:-

4.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

4.1.2 (if paragraph 3.2 applies prior to Commencement) paid the first instalment of the LPA's Design Monitoring Costs, if demanded in line with paragraph 3.2.2, if the Architect has not been retained to oversee the design quality of the Development.

4.2 No Development shall be carried out except in accordance with the Approved Drawings.

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

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

)
)
)

A Honigsmuth

Director
Authorised Signatory
~~Director/Secretary~~



#5097

EXECUTED as a Deed by WALLIS ROAD MH LIMITED acting by a director in the presence of

)
)
)

[Handwritten Signature]

Director Signature

Dominic Butler

Print Name

[Handwritten Signature]

Witness Signature

GREGOR DONALDSON

Print Name


Witness Address:

*10 Throgmorton Ave
London*

PARALEGAL

Witness Occupation

EXECUTED as a deed by


.....
Signature of Attorney
as attorney for **APEX GROUP HOLD CO (UK) LIMITED**

Jon Smiley
.....
Print Name of Attorney

as attorney for **APEX GROUP HOLD CO (UK) LIMITED** under a power of attorney dated 29 APRIL 2024 in the presence of:


.....
Witness Signature

JANEY FONG
.....
Print Witness Name

Witness Address:
140 ALDERSGATE STREET
.....
.....

TRANSACTION MANAGER
.....
Witness Occupation

APPENDIX 1

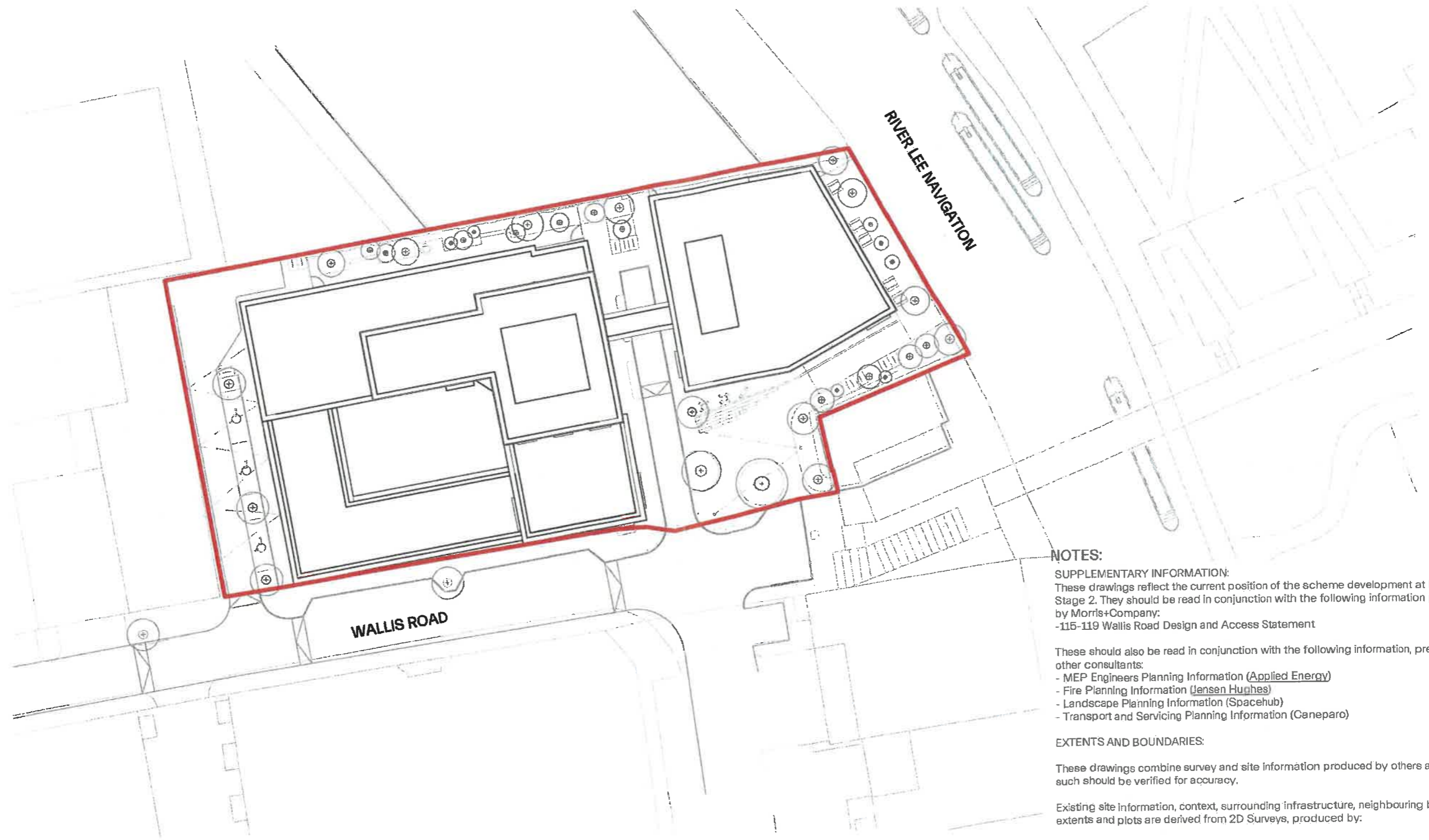
PLANS

"Plan 1"	Site
"Plan 2"	Wheelchair Co-Living Units
"Plan 3"	dropped kerb locations
"Plan 4"	Highway Works
"Plan 5"	Loading Bay
"Plan 6"	Neighbouring Land Parcels
"Plan 7"	Blue Badge Spaces
"Plan 8"	Common Areas
"Plan 9"	Preferred Affordable Housing Area

PLAN 1

AH
 S
 GD
 S

Plan 1



NOTES:

SUPPLEMENTARY INFORMATION:
 These drawings reflect the current position of the scheme development at RIBA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
 -115-119 Wallis Road Design and Access Statement

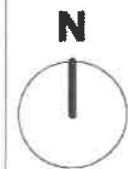
These should also be read in conjunction with the following information, prepared by other consultants:
 - MEP Engineers Planning Information (Applied Energy)
 - Fire Planning Information (Jensen Hughes)
 - Landscape Planning Information (Spacehub)
 - Transport and Servicing Planning Information (Caneparo)

EXTENTS AND BOUNDARIES:

These drawings combine survey and site information produced by others and as such should be verified for accuracy.

Existing site information, context, surrounding infrastructure, neighbouring building extents and plots are derived from 2D Surveys, produced by:

'Cloud 10 Ltd'
 Survey Date: 08.12.2023
 Survey Reference: 1072-WallisRd.e57



+ Do not scale from this drawing
 + All dimensions to be checked on site by the Contractor
 + And such dimensions to be their responsibility
 + Report all drawing errors and omissions to the Architect
 + All dimensions in millimeters unless noted otherwise
 + If in doubt ask Contract Administrator

MORRIS+COMPANY
 215 Mare Street - London E8 3QE
 +44 (0)20 7566 7440
 www.morrisandcompany

project code	22011	originator	MCO	functional	XX	spatial	ZZ	form	DR	discip.	A	number	06002
--------------	-------	------------	-----	------------	----	---------	----	------	----	---------	---	--------	-------

PO1	19/01/2024	Planning Issue
revision	date	description

project name
 115-119 WALLIS ROAD

drawing title
 PROPOSED SITE PLAN

internal ref.	22011	scale	1: 500 @ A3
status	S3 - FOR REVIEW AND COMMENT		



PLAN 2

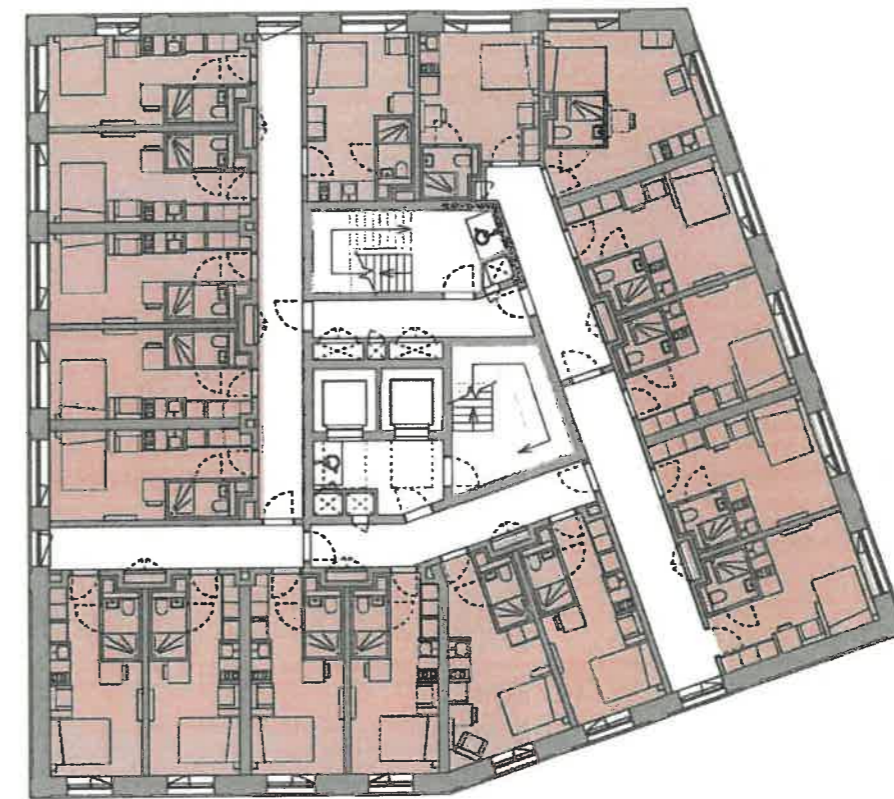
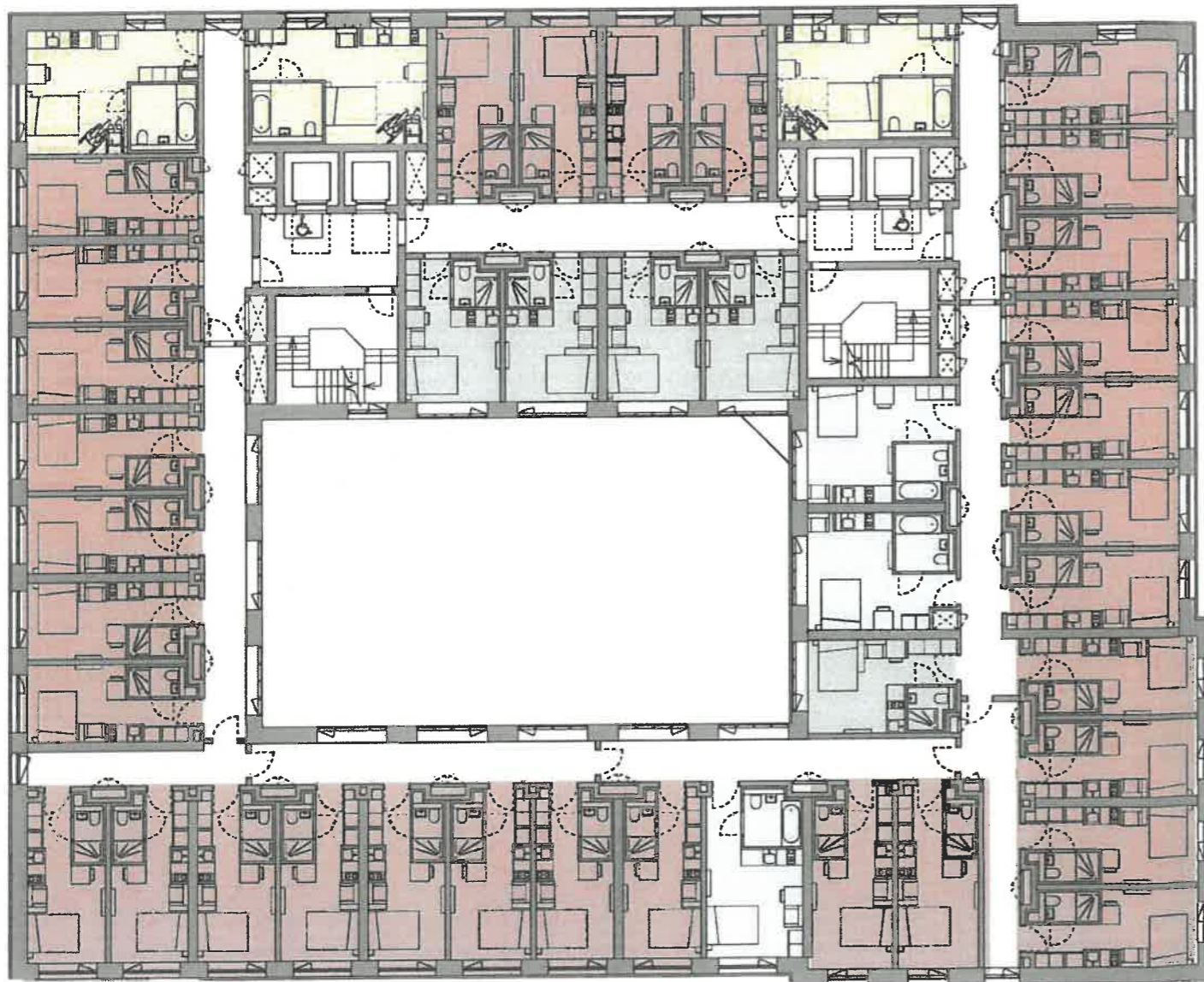
Plan 2
Sheet 1

AH
SK
GD AB

On a typical co-living floor a variety of room types are provided to respond to the different site conditions and user needs.

The predominant unit type is a standard studio, with a wider typology used within the courtyard space. A variety of Wheelchair User rooms and Ambulant Disabled Adaptable rooms are provided throughout the scheme.

The facade arrangement and window aperture has been modulated to provide for a variety of different room conditions and orientations. **91% of rooms exceed BRE recommendations for daylight levels and no rooms experience overheating as measured by Part O parameters.**



Room Type	Standard Studio	Courtyard Studio	Adaptable Studio	Wheelchair User Studio
Room Size m ²	18-19.5 m ²	18-19.5 m ²	22-24 m ²	28-30 m ²
Mix % of total rooms	84%	6%	5%	5%

Plan 2

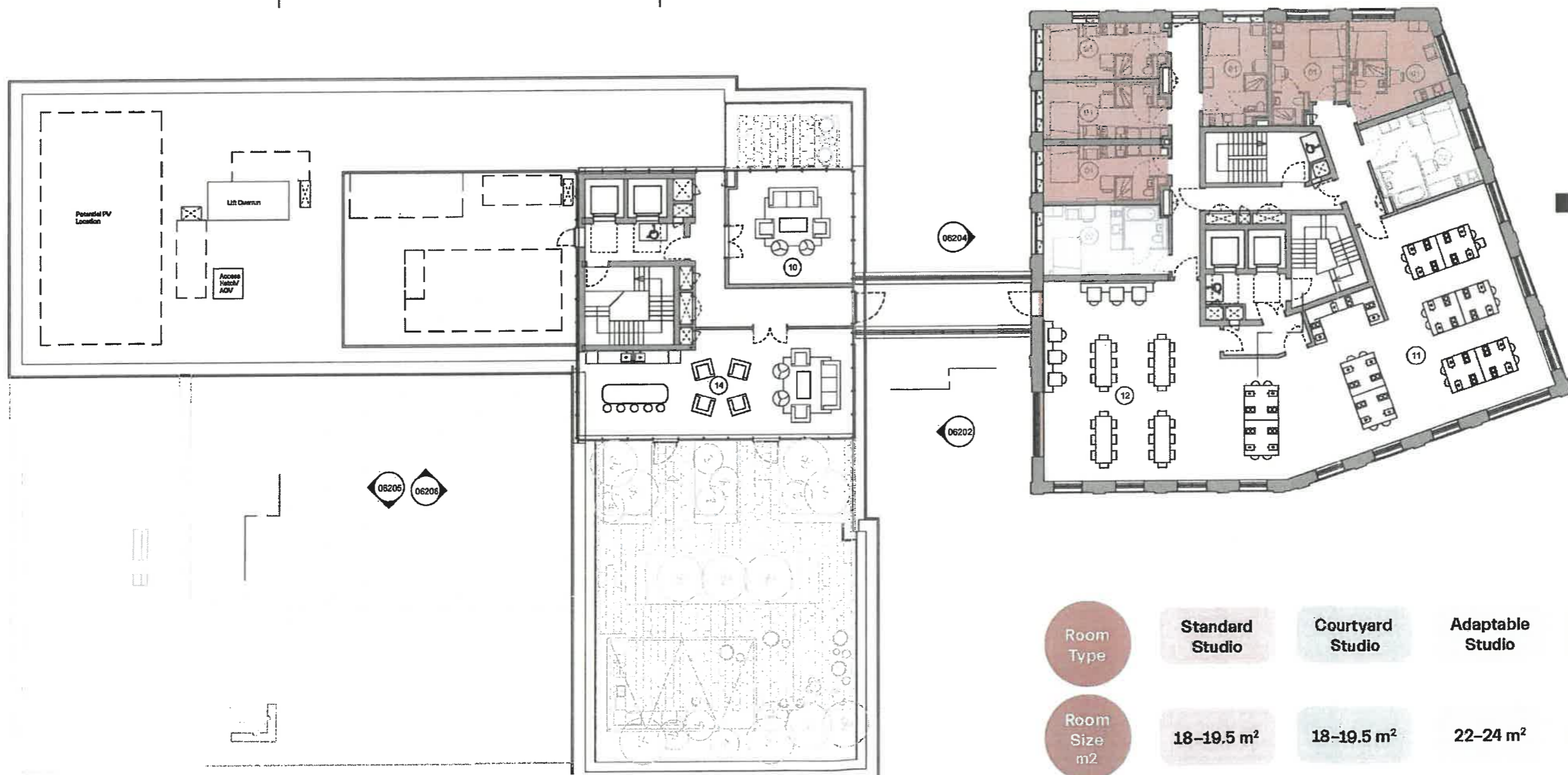
Sheet 2

AA
 SK
 GD

On a typical co-living floor a variety of room types are provided to respond to the different site conditions and user needs.

The predominant unit type is a standard studio, with a wider typology used within the courtyard space. A variety of Wheelchair User rooms and Ambulant Disabled Adaptable rooms are provided throughout the scheme.

The facade arrangement and window aperture has been modulated to provide for a variety of different room conditions and orientations. **91% of rooms exceed BRE recommendations for daylight levels and no rooms experience overheating as measured by Part O parameters.**

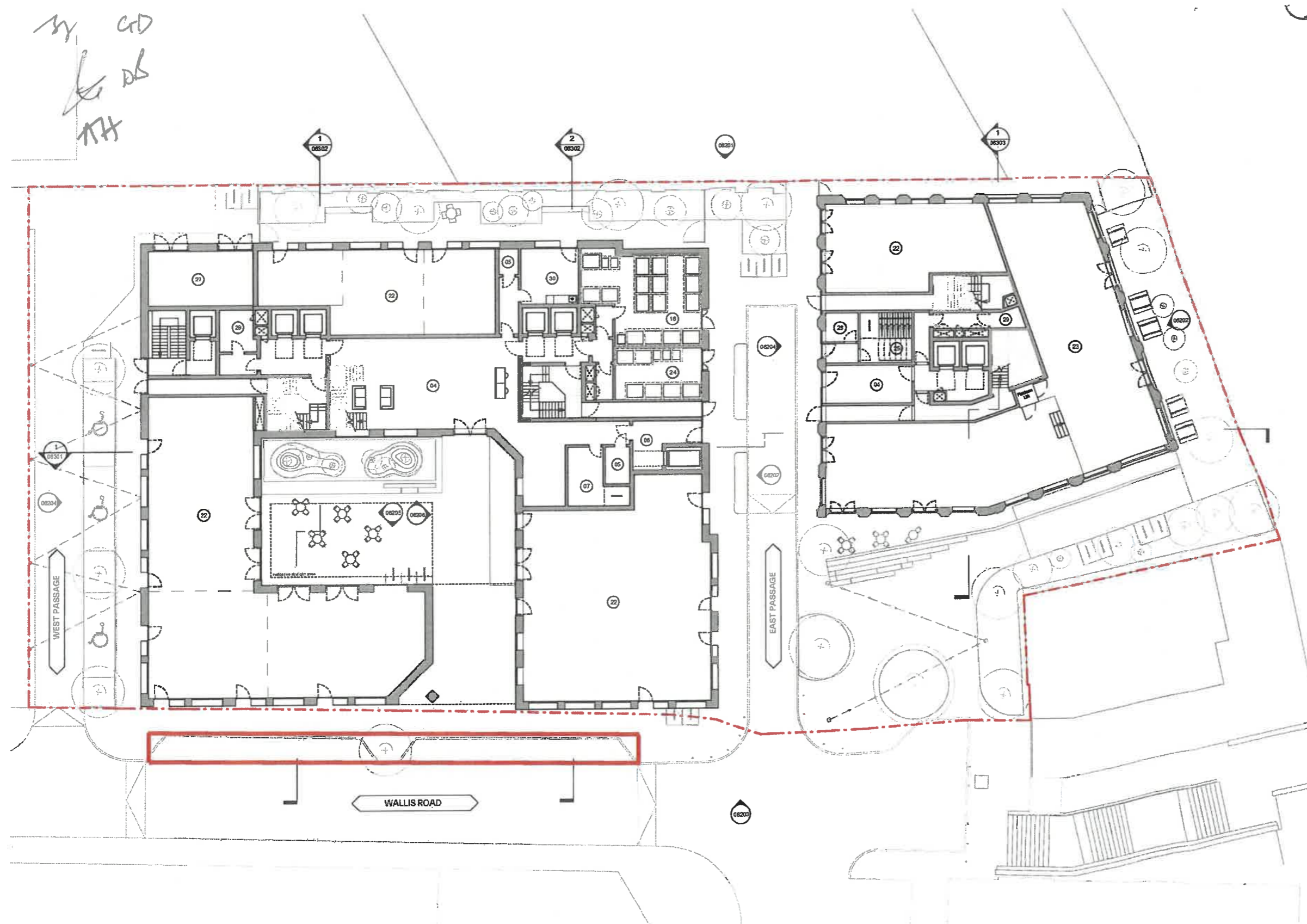


Room Type	Standard Studio	Courtyard Studio	Adaptable Studio	Wheelchair User Studio
Room Size m ²	18-19.5 m ²	18-19.5 m ²	22-24 m ²	28-30 m ²
Mix % of total rooms	84%	6%	5%	5%

PLAN 3

Plan 3

by GD
 AS
 TH



NOTES:
SUPPLEMENTARY INFORMATION:
 These drawings reflect the current position of the scheme development at RBA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
 -115-119 Wallis Road Design and Access Statement
 These should also be read in conjunction with the following information prepared by other consultants:
 - MEP Engineers Planning Information (Applied Energy)
 - Fire Planning Information (Jonas Hughes)
 - Landscape Planning Information (Deacutus)
 - Transport and Servicing Planning Information (Caneparo)
EXTENTS AND BOUNDARIES:
 These drawings combine survey and site information produced by others and as such should be verified for accuracy.
 Existing site information, context, surrounding infrastructure, neighbouring building extents and plots are derived from 2D Surveys, produced by:
 'Cloud 3D Ltd'
 Survey Date: 08.12.2023
 Survey Reference: 3022-Morris+Co

- ROOM KEY:**
- 01 - Staircase
 - 02 - Shared Living Adaptable Studio
 - 03 - WC / Lav / Studio
 - 04 - Col.Liv Entrance
 - 05 - Accessible WC
 - 06 - Col.Liv Cycle Store
 - 07 - Mobility Parking
 - 08 - CoWorking
 - 09 - Private Dining
 - 10 - Small Lounge
 - 11 - Shared Kitchen
 - 12 - Shared Dining
 - 13 - Shared WCs
 - 14 - Shared Bar / Lounge
 - 15 - External Accessible Terrace
 - 16 - Col.Liv Refuse
 - 17 - Gym
 - 18 - Multi Purpose Studio
 - 19 - Games Room
 - 20 - Screening Room
 - 21 - Laundry Room
 - 22 - Workspace
 - 23 - Food and Beverage
 - 24 - Commercial Refuse
 - 25 - Commercial Cycle Store
 - 26 - WCA Shower Room
 - 27 - Substation
 - 28 - Comm. Room
 - 29 - Store
 - 30 - Management Post + Welfare
 - 31 - Electrical Network
 - 32 - Commercial Spillkit
 - 33 - Water Storage
 - 34 - Cold Water
 - 35 - LV Switchroom
 - 36 - Lift Pit

NOTES:
 All workspace furniture layouts are indicative only
 All unit layouts are indicative only
 Cycle store layouts are indicative only

revision	date	description
PO1	19/01/2024	Planning Issue



MORRIS+COMPANY
 215 Mare Street - London E8 3QE
 +44 (0)20 7506 7440
 www.morrisandcompany.com

- Do not scale from this drawing
- All dimensions to be checked on site by the Contractor and such dimensions to be their responsibility
- Report all drawing errors and omissions to the Architect
- All dimensions in millimetre unless noted otherwise
- If in doubt ask Contract Administrator

project name 115-119 WALLIS ROAD						
drawing title PROPOSED PLAN LEVEL 00						
status S3 - FOR REVIEW AND COMMENT						
ref. no.	22011	scale		1: 150 @ A1		
project code	originator	functional	spatial	form	discp.	number
22011	MCO	XX	00	DR	A	06100

PLAN 4

Plan 4 ^{AA} ²²

BY ^{GD}



Phase 2 Ground Floor Illustrative Masterplan (submitted for information)

Legend

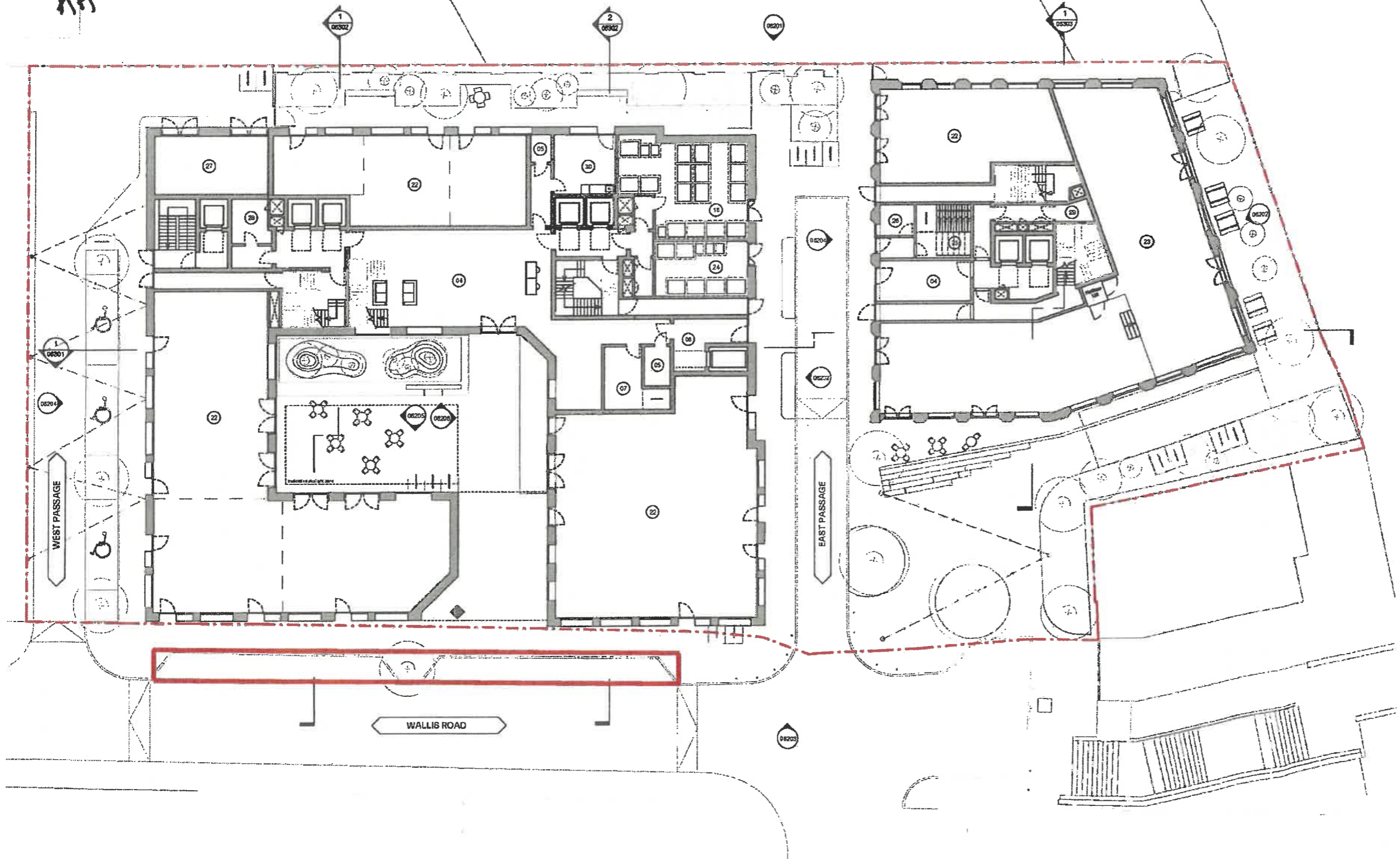
- | | | |
|--|--------------------------|---------------------------------|
| ① Entrance courtyard | ⑤ Raised table /crossing | ⑨ Neighbourhood play area |
| ② Central Books Pedestrian Priority Street | ⑥ Eton Mission Boathouse | ⑩ Blue-badge parking spaces |
| ③ Loading bays | ⑦ Feature bench platform | ⑪ 57 Berkshire road access road |
| ④ Catenary lighting | ⑧ Alfresco dining space | ⑫ New access road |



PLAN 5

Plan 5

GD RB
 AH
 AH



NOTES:
 SUPPLEMENTARY INFORMATION
 These drawings reflect the current position of the scheme development at RIBA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
 - 115-119 Wallis Road Design and Access Statement

These should also be read in conjunction with the following information, created by other consultants:
 - MEP Engineers Planning Information (Doppel Energy)
 - Fire Planning Information (Grenn Hinchey)
 - Landscape Planning Information (Spacelab)
 - Transport and Servicing Planning Information (Cenapara)

EXTENTS AND BOUNDARIES:
 These drawings combine survey and site information produced by others and as such should be verified for accuracy.
 Existing site information, context, surrounding infrastructure, neighbouring building extents and plots are derived from 2D Surveys produced by:

Cloud 10 Ltd
 Survey Date: 08.12.2023
 Survey Reference: 2222-MW/1/24/7

- ROOM KEY:**
- 01 - Studio
 - 02 - Shared Living Adaptable Studio
 - 03 - WD User Studio
 - 04 - Co-Live Entrance
 - 05 - Accessible WC
 - 06 - Co-Live Cycle Store
 - 07 - Co-Live Parking
 - 08 - Co-Working
 - 09 - Private Dining
 - 10 - Small Lounge
 - 11 - Shared Kitchen
 - 12 - Shared Dining
 - 13 - Shared WCs
 - 14 - Shared Bar / Lounge
 - 15 - External Accessible Terrace
 - 16 - Co-Live Refuse
 - 17 - Gym
 - 18 - Mail Parcel Storage
 - 19 - Garage Room
 - 20 - Storage Room
 - 21 - Laundry Room
 - 22 - Workspace
 - 23 - Food and Beverage
 - 24 - Commercial Kitchen
 - 25 - Commercial Cycle Store
 - 26 - WCA Shower Room
 - 27 - Substation
 - 28 - Corridor Room
 - 29 - Store
 - 30 - Management Post + Welfare
 - 31 - District Heat Network
 - 32 - Commercial Sanitary
 - 33 - Water Storage
 - 34 - Cold Water
 - 35 - LV Substation
 - 36 - Lift Pit

NOTES:
 All workspace furniture layouts are indicative only
 All unit layouts are indicative only
 Cycle store layouts are indicative only

PC:	10/01/2024	Planning Issue
revision	date	description



MORRIS+COMPANY
 215 Mare Street - London E8 3QE
 +44 (0)20 7668 7440
 www.morrisandcompany.com

Do not scale from this drawing
 All dimensions to be checked on site by the Contractor
 All work to be done to the Contractor's responsibility
 Report all missing areas and omissions to the Architect
 All dimensions in millimeters unless noted otherwise
 If in doubt ask Contract Administrator

project name	115-119 WALLIS ROAD						
drawing title	PROPOSED PLAN LEVEL 00						
status	S3 - FOR REVIEW AND COMMENT						
ref. no.	22011	scale	1: 150 @ A1				
project code	originator	functional	operational	form	stage	number	
22011	MCO	XX	00	DR	A	06100	

1 PROPOSED PLAN LEVEL 00
 06100 1: 150



PLAN 6

Plan 6

Handwritten notes:
 SV
 AH
 GD
 JB

London Legacy Development Corporation
 London Borough of Hackney



[Red Line]	Block Boundary
[Orange Line]	Plot Boundary
[Blue Line]	Linear Open Spaces
[Green Line]	Play Space
[Dotted Line]	Small Open Spaces
[Dotted Line]	New Public Realm
[Dotted Line]	Adopted Highways
[Dotted Line]	Unadopted Footways
[Dotted Line]	Unadopted Carriageways
[Star]	Play Space Within Paved Park

NOTE: Refer to Development Specifications Framework for definitions of public realm types per ownership.

DO NOT SCALE FROM THIS DRAWING
 THIS DRAWING IS BASED ON DIMENSIONAL SURVEY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT CANNOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF THIS SURVEY INFORMATION.
 ALL DIMENSIONS ARE SHOWN IN METRIC
 THIS DRAWING REMAINS THE COPYRIGHT OF KARAKUSEVIC CARSON ARCHITECTS

02	Heg22	03/10/2016
01	Planning Application	14/04/2016
Rev	Person/Notes	Date

karakusevic carson architects
 Unit 10
 The Box at Factory
 100-130 South Street
 London SE1 1SU
 Tel: +44 (0)20 7596 6100
 Email: info@karakusevic-carson.com

PROJECT
 Hackney Wick Central Outline Planning Application

TITLE
 Open Space, Public Realm and Play Space Parameter Plan

DRAWING NUMBER	REVISION
HWK-DWG-APP-OPS-02	02

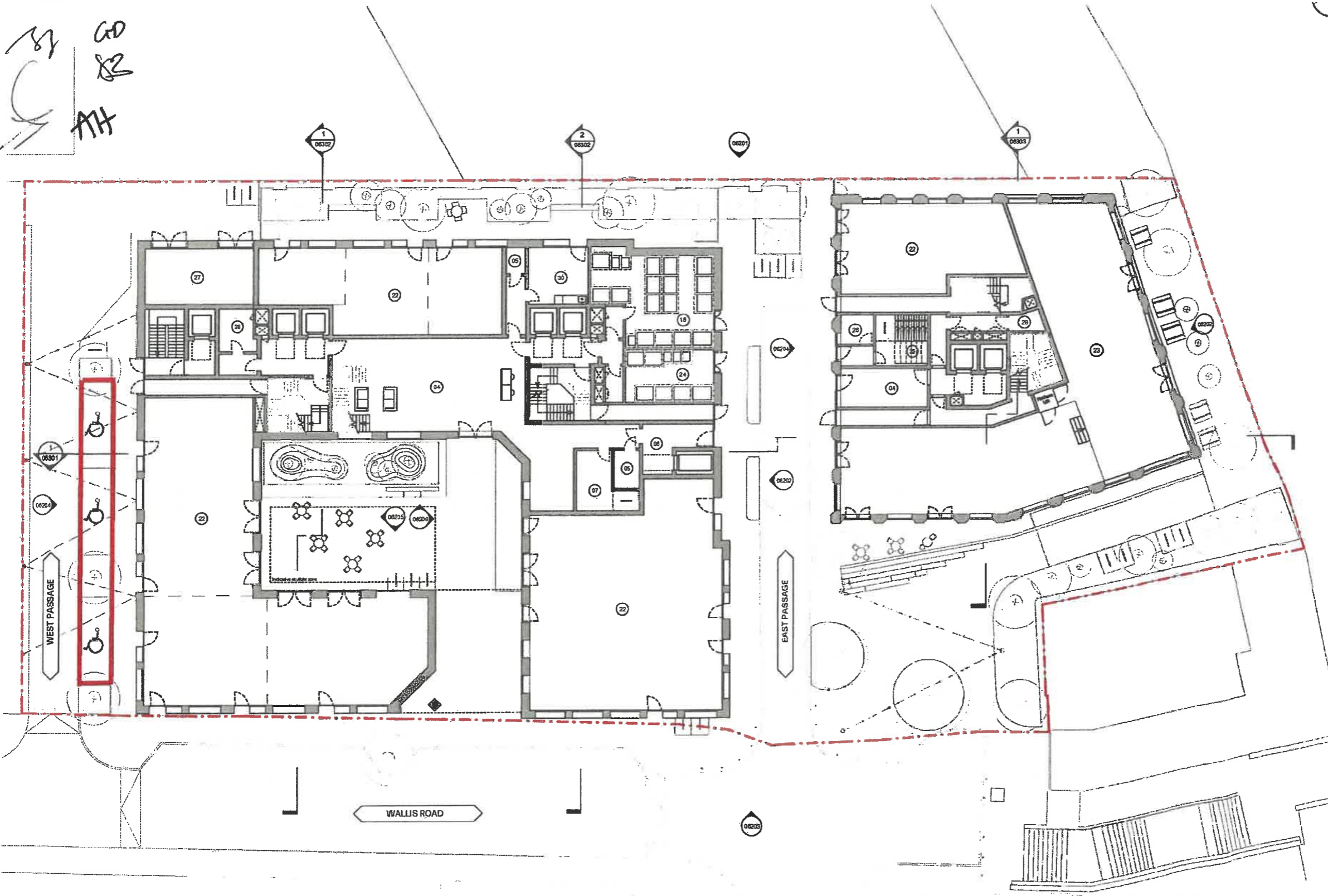
FOR APPROVAL

DATE	DRAWN BY	SCALE
03/10/2016	CC	1/500 @ A1
PLotted DATE	CHECKED BY	PROJECT NUMBER
	NE	223

PLAN 7

Plan 7

GD
 R2
 AH



NOTES:
 SUPPLEMENTARY INFORMATION:
 These drawings reflect the current position of the scheme development at RBA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
 -115-119 Wallis Road Design and Access Statement
 These should also be read in conjunction with the following information, prepared by other consultants:
 - MEP Engineers Planning Information (Applied Energy)
 - Fire Planning Information (Access to Sites)
 - Landscape Planning Information (Spaceworks)
 - Transport and Servicing Planning Information (Cansera)

EXTENTS AND BOUNDARIES:
 These drawings combine survey and site information produced by others and as such should be verified for accuracy.
 Existing site information, context, surrounding infrastructure, neighbouring building extents and plots are as depicted from 2D Surveys, produced by:

*Cloud ID: L14
 Survey Date: 06/12/2023
 Survey Reference: 1072-Morris+Co-57

- ROOM KEY:**
- 01 - Studio
 - 02 - Shared Living/Adaptable Studio
 - 03 - WC User Studio
 - 04 - Co-Live Entrance
 - 05 - Accessible WC
 - 06 - Co-Live Cycle Store
 - 07 - Mobility Parking
 - 08 - Co-Working
 - 09 - Private Dining
 - 10 - Small Lounge
 - 11 - Shared Kitchen
 - 12 - Shared Dining
 - 13 - Shared WCs
 - 14 - Shared Bio / Lounge
 - 15 - External Accessible Terrace
 - 16 - Co-Live Refuse
 - 17 - Gym
 - 18 - Multi Purpose Studio
 - 19 - Games Room
 - 20 - Screening Room
 - 21 - Laundry Room
 - 22 - Workspace
 - 23 - Food and Beverage
 - 24 - Commercial Refuse
 - 25 - Commercial Cycle Store
 - 26 - WCA Shower Room
 - 27 - Substation
 - 28 - Comms Room
 - 29 - Store
 - 30 - Management Post + Welfare
 - 31 - District Heat Network
 - 32 - Commercial Splitter
 - 33 - Water Storage
 - 34 - Cold Water
 - 35 - LV Switchroom
 - 36 - Lift Pit

NOTES:
 All workspace furniture layouts are indicative only
 All unit layouts are indicative only
 Cycle store layouts are indicative only

revision	date	description
PC1	16/02/2024	Planning Issue



MORRIS+COMPANY
 215 Mare Street - London E8 3QE
 +44 (0)20 7566 7440
 www.morrisandcompany

*Do not scale from this drawing
 *All dimensions to be checked on site by the Contractor
 *And such dimensions to be their responsibility
 *Report all drawing errors and omissions to the Architect
 *All dimensions in millimetres unless noted otherwise
 *If in doubt ask Contract Administrator

project name	115-119 WALLIS ROAD				
drawing title	PROPOSED PLAN LEVEL 00				
status	S3 - FOR REVIEW AND COMMENT				
ref. no.	22011	scale	1:150 @ A1		
project code	originator	functional	spatial	form	discip. number
22011	MCO	XX	00	DR	A 08100

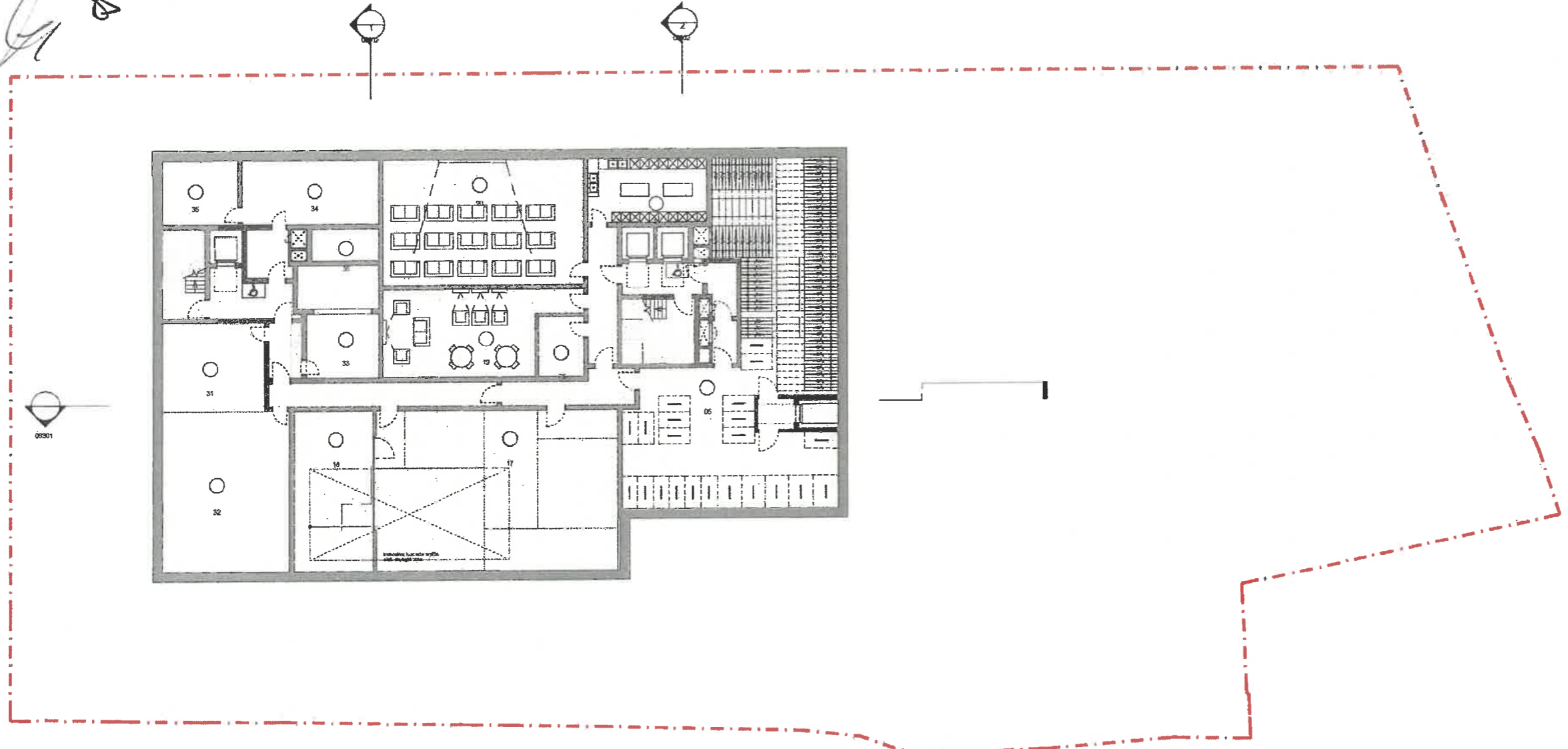
1 PROPOSED PLAN LEVEL 00
 1:150

PLAN 8

PLAN 8

Plan 8
Sheet 1

Handwritten notes: "GO AIA" and "AS" with arrows pointing to the drawing area.



NOTES:
SUPPLEMENTARY INFORMATION:
 These drawings reflect the current position of the scheme development at RIBA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
 -15-119 Wallis Road Design and Access Statement
 These should also be read in conjunction with the following information, prepared by other consultants:
 - MEP Engineers Planning Information (Applied Energy)
 - Fire Planning Information (Green Building)
 - Landscape Planning Information (Spacehub)
 - Transport and Servicing Planning Information (Genepard)
EXTENTS AND BOUNDARIES:
 These drawings combine survey and site information produced by others and as such should be verified for accuracy.
 Existing site information, context, surrounding infrastructure, neighbouring building extents and plots are derived from 2D Surveys, produced by:
 Cloud 19 Ltd
 Survey Date: 08.12.2023
 Survey Reference: 1072-WallisRt.057

- ROOMKEY**
- 01 - Studio
 - 02 - Shared Living Adaptable Studio
 - 03 - WC User Studio
 - 04 - Cd.Liv Entrance
 - 05 - Accessible WC
 - 06 - Cd.Liv Cycle Store
 - 07 - Mobility Parking
 - 08 - CoWorking
 - 09 - Private Dining
 - 10 - Small Lounge
 - 11 - Shared Kitchen
 - 12 - Shared Dining
 - 13 - Shared WCs
 - 14 - Shared Bar / Lounge
 - 15 - External Accessible Terrace
 - 16 - Cd.Liv Refuse
 - 17 - Gym
 - 18 - Multi Purpose Studio
 - 19 - Games Room
 - 20 - Screening Room
 - 21 - Laundry Room
 - 22 - Workspace
 - 23 - Food and Beverage
 - 24 - Commercial Refuse
 - 25 - Commercial Cycle Store
 - 26 - WCA Shower Room
 - 27 - Substation
 - 28 - Comm. Room
 - 29 - Store
 - 30 - Management Post + Welfare
 - 31 - District Heat Network
 - 32 - Commercial Sprinkler
 - 33 - Water Storage
 - 34 - Cold Water
 - 35 - LV Switchroom
 - 36 - Lift Pit

NOTES:
 All workspace furniture layouts are indicative only
 All lift layouts are indicative only
 Cycle store layouts are indicative only

Common Areas

revision	date	description
R01	18/01/2024	Planning Issue



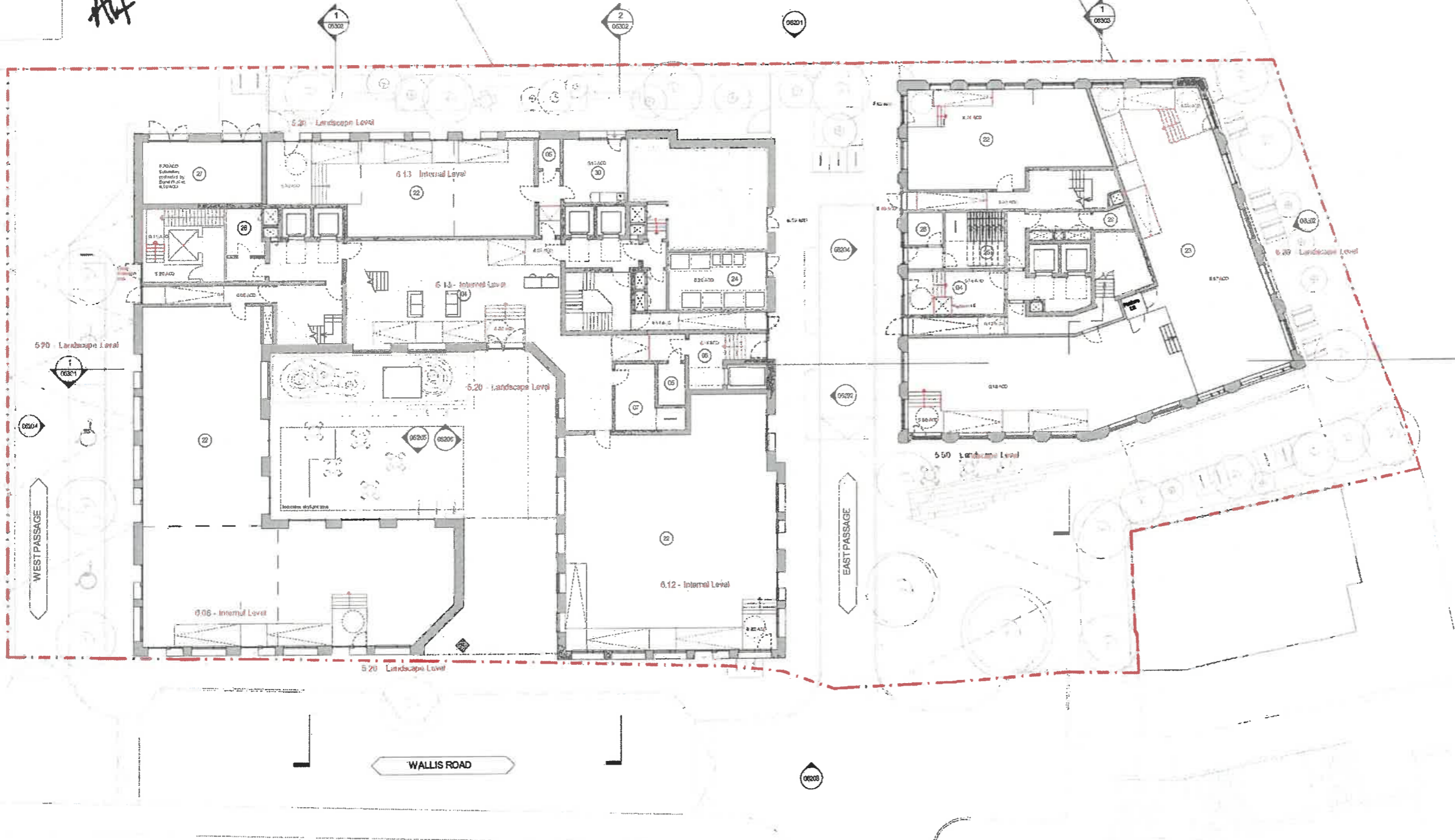
MORRIS+COMPANY
 215 Mare Street - London E8 3QE
 +44 (0)20 7586 7440
www.morrisandcompany.com

Do not scale from this drawing
 All dimensions to be checked on site by the Contractor
 And such dimensions to be their responsibility
 Report all drawing errors and omissions to the Architect
 All dimensions in all items unaltered noted otherwise
 If in doubt ask Contract Administrator

project name 115-119 WALLIS ROAD						
drawing title PROPOSED PLAN LEVEL B1						
status S3 - FOR REVIEW AND COMMENT						
ref no 22011		scale 1:150 @ A1				
project code	originator	function	spec	form	discp	number
22011	MCO	XX	B1	DR	A	06099

Plan 8
Sheet 2

Handwritten notes:
 CD
 B
 A4



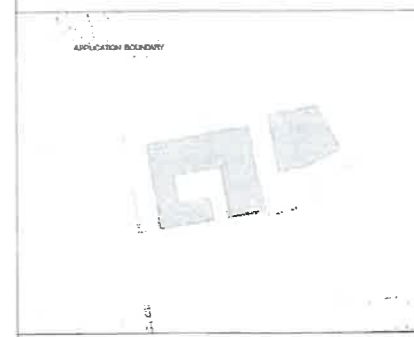
NOTES:
SUPPLEMENTARY INFORMATION:
 These drawings reflect the current position of the scheme development at RIBA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
 -115-119 Wallis Road Design and Access Statement
 These should also be read in conjunction with the following information, prepared by other consultants:
 -MEP Engineers Planning Information (Ascoff/Enersol)
 -Fire Planning Information (Langan Hughes)
 -Landscape Planning Information (Saxton/SA)
 -Transport and Servicing Planning Information (Cansopar)

EXTENTS AND BOUNDARIES:
 These drawings combine survey and site information produced by others and as such should be verified for accuracy.
 Existing site information, context, surrounding infrastructure, neighbouring building extents and plots are derived from 2D Surveys, produced by:
 *Cloud 10 Ltd
 Survey Date: 08/12/23
 Survey Reference: 1072-WallisRt.07

- ROOM KEY:**
- 01 - Studio
 - 02 - Shared Living Adaptable Studio
 - 03 - WC User Studio
 - 04 - Calive Entrance
 - 05 - Accessible WC
 - 06 - Calive Cycle Store
 - 07 - Mobility Parking
 - 08 - Cold Water
 - 09 - Private Dining
 - 10 - Small Lounge
 - 11 - Shared Kitchen
 - 12 - Shared Dining
 - 13 - Shared WC
 - 14 - Shared Bar / Lounge
 - 15 - External Accessible Terrace
 - 16 - Calive Retales
 - 17 - Gym
 - 18 - Multi Purpose Studio
 - 19 - Games Room
 - 20 - Screening Room
 - 21 - Laundry Room
 - 22 - Workspace
 - 23 - Food and Beverage
 - 24 - Commercial Refuse
 - 25 - Commercial Cycle Store
 - 26 - WCA Shower Room
 - 27 - Substation
 - 28 - Corridor
 - 29 - Store
 - 30 - Management Post + Welfare
 - 31 - Disposal Unit Network
 - 32 - Commercial Sprinkler
 - 33 - Water Storage
 - 34 - Cold Water
 - 35 - LV Switchroom
- Refer to
 All workspace furniture layouts are indicative only
 All unit layouts are indicative only
 Cycle store layouts are indicative only

Common Areas

PD:	11/1/2021	Leath Insettable to 450mm x 21mm (Tung Lam)
FR:	19/10/2024	Ground Floor Floor Finishes
PH:	19/10/2024	Planning Issue
revision	date	description



MORRIS+COMPANY
 215 Mare Street - London E8 3QE
 +44 (0)20 7566 7440
www.morrisandcompany.com

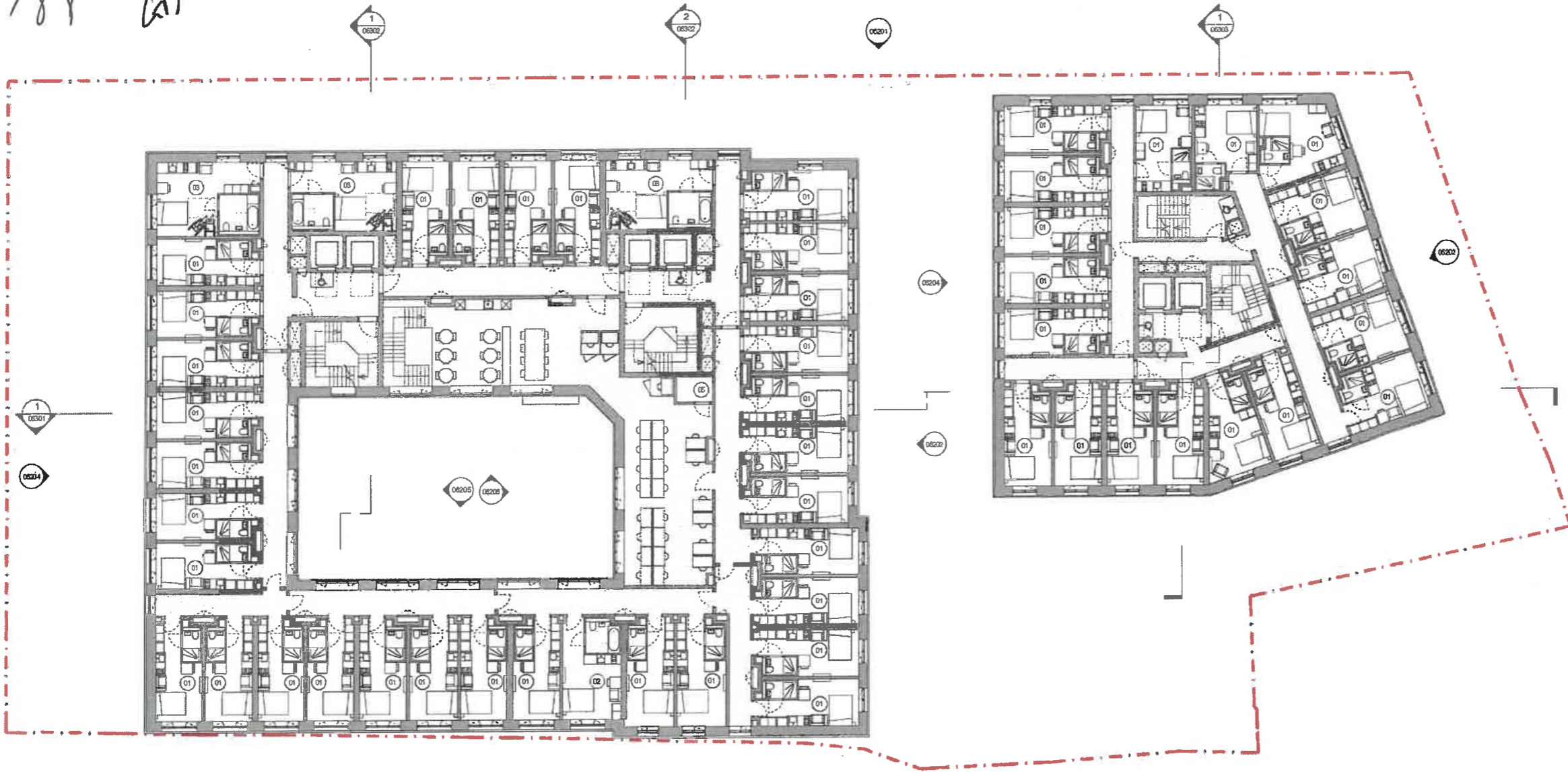
* Do not scale from this drawing
 * All dimensions to be checked on site by the Contractor
 * Add such dimensions to be their responsibility
 * Report all drawing errors and omissions to the Architect
 * All dimensions in millimeters unless noted otherwise
 * If in doubt ask Contract Administrator

project name	115-119 WALLIS ROAD						
drawing title	PROPOSED PLAN LEVEL 00						
sheet	S3 - FOR REVIEW AND COMMENT						
ref no.	22011	scale	1:150 @ A1				
project code	22011	originator	MCO	functional	XX	spatial	00
		fn	DR	discp.	A	number	06100

1 PROPOSED PLN LEVEL 00
 06100 1:150

Plan 8
Sheet 3

CTD
AA
BS
GA



NOTES:
SUPPLEMENTARY INFORMATION
These drawings reflect the current position of the scheme development at REA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
- 115-119 Wallis Road Design and Access Statement

These should also be read in conjunction with the following information, prepared by other consultants:
- MEP Engineers Planning Information (Applied_Espace)
- Fire Planning Information (Liggett_Higgins)
- Landscape Planning Information (Sprossell)
- Transport and Servicing Planning Information (Canspind)

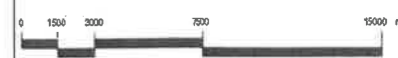
EXTENTS AND BOUNDARIES:
These drawings combine survey and site information produced by others and as such should be verified for accuracy.

Existing site information, context, surrounding infrastructure, neighbouring building extents and plots are derived from 2D Surveys, produced by:
Cloud ID Ltd
Survey Date: 08.12.2023
Survey Reference: 1072-WallisRd.s07

- ROOM KEY:**
- 01 - Studio
 - 02 - Shared Living Adaptable Studio
 - 03 - WC User Studio
 - 04 - CoLive Entrance
 - 05 - Access Side WC
 - 06 - CoLive Cycle Store
 - 07 - Mobility Parking
 - 08 - CoWorking
 - 09 - Private Dining
 - 10 - Small Lounge
 - 11 - Shared Kitchen
 - 12 - Shared Dining
 - 13 - Shared WCs
 - 14 - Shared Bar / Lounge
 - 15 - External Accessible Terrace
 - 16 - CoLive Refuse
 - 17 - Gym
 - 18 - Multi Purpose Studio
 - 19 - Games Room
 - 20 - Screening Room
 - 21 - Laundry Room
 - 22 - Workspace
 - 23 - Food and Beverage
 - 24 - Commercial Refuse
 - 25 - Commercial Cycle Store
 - 26 - WCA Shower Room
 - 27 - Reception
 - 28 - Corridor Room
 - 29 - Store
 - 30 - Management Post + Waiters
 - 31 - District Heat Network
 - 32 - Commercial Sprinkler
 - 33 - Water Storage
 - 34 - Cold Water
 - 35 - LV Switchroom
- NOTES:**
All workspace furniture layouts are indicative only
All unit layouts are indicative only
Cycle store layouts are indicative only

Common Areas

revision	date	description
P01	19/02/2024	Planning Issue



MORRIS+COMPANY
215 Mare Street - London E8 3QE
+44 (0)20 7566 7440
www.morrisandcompany.com

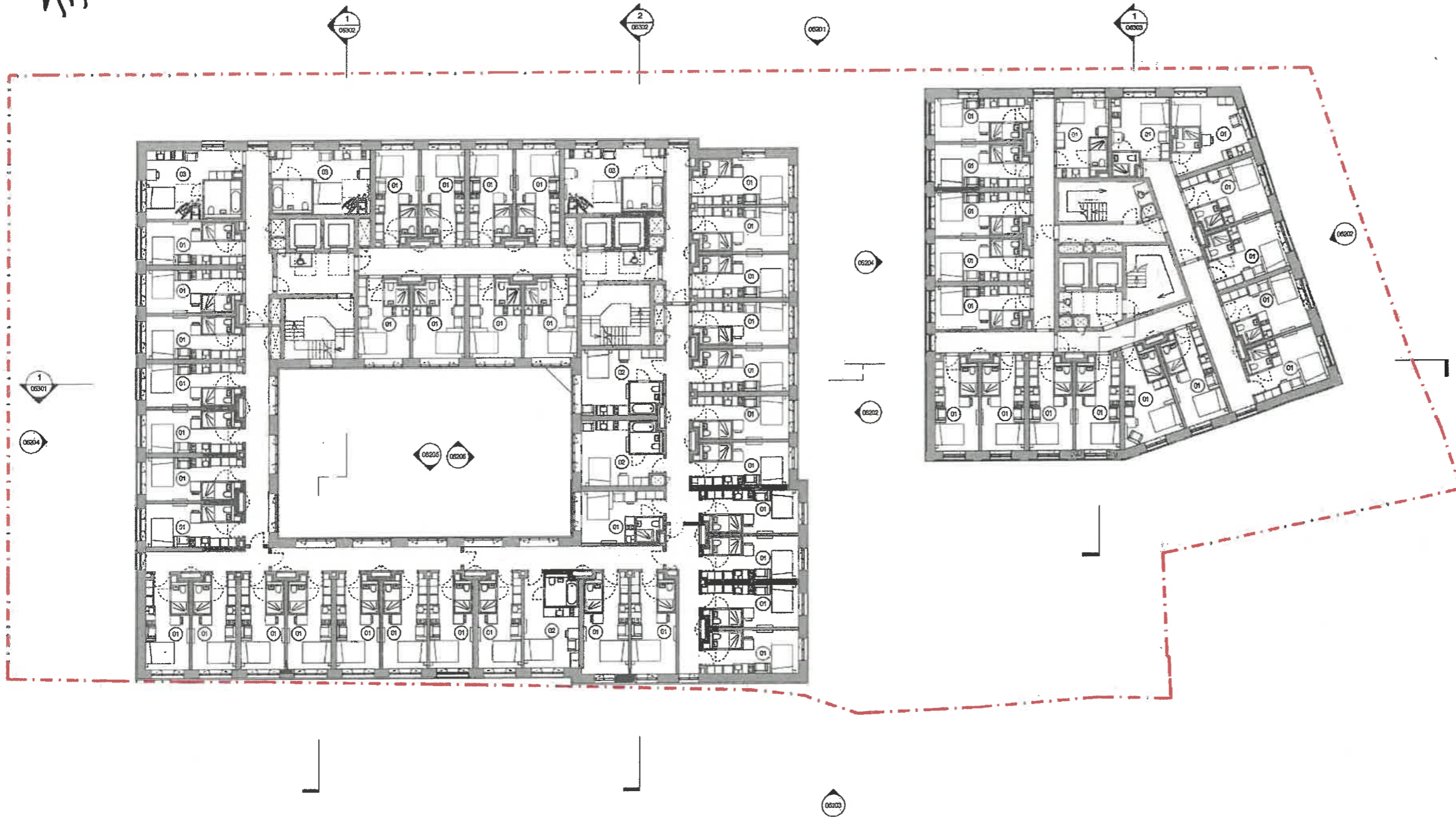
+ Do not scale from this drawing
+ All dimensions to be checked on site by the Contractor
+ And such dimensions to be their responsibility
+ Report all drawing errors and omissions to the Architect
+ All dimensions in millimeters unless noted otherwise
+ If in doubt ask Contract Administrator

project name	115-119 WALLIS ROAD					
drawing title	PROPOSED PLAN LEVEL 01					
status	S3 - FOR REVIEW AND COMMENT					
ref no	22011	scale	1:150 @A1			
project code	06101	originator	MCO	functional	XX	number
			01	DR	A	06101

1 PROPOSED PLAN LEVEL 01
06101 1:150

Plan 8
Sheet 4

Handwritten notes:
 W
 GD
 AS
 AH



NOTES:
SUPPLEMENTARY INFORMATION:
 These drawings reflect the current position of the scheme development at RIBA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
 -115-119 Wallis Road Design and Access Statement
 These should also be read in conjunction with the following information, prepared by other consultants:
 -MEP Engineers Planning Information (Access Elected)
 -Fire Planning Information (Layout/Exits)
 -Landscape Planning Information (Species)
 -Transport and Servicing Planning Information (Canopies)
EXTENTS AND BOUNDARIES:
 These drawings combine survey and site information produced by others and as such should be verified for accuracy.
 Existing site information, context, surrounding infrastructure, neighbouring building assets and plots are derived from 2D Surveys, produced by:
 *Cloud 10 Ltd
 Survey Date: 08.12.2023
 Survey Reference: 1072-WallisRd.s57

- ROOM KEY:**
- 01 - Studio
 - 02 - Shared Living Adaptable Studio
 - 03 - WC User Studio
 - 04 - Collective Entrance
 - 05 - Accessible WC
 - 06 - Cycle Cycle Store
 - 07 - Mobility Parking
 - 08 - CoWorking
 - 09 - Private Dining
 - 10 - Small Lounge
 - 11 - Shared Kitchen
 - 12 - Shared Dining
 - 13 - Shared WC
 - 14 - Shared Bar / Lounge
 - 15 - External Accessible Terrace
 - 16 - Collective Rellise
 - 17 - Gym
 - 18 - Multi Purpose Studio
 - 19 - Games Room
 - 20 - Screening Room
 - 21 - Laundry Room
 - 22 - Workshop
 - 23 - Food and Beverage
 - 24 - Commercial Retail
 - 25 - Commercial Cycle Store
 - 26 - WCA Shower Room
 - 27 - Substation
 - 28 - Corridor Room
 - 29 - Store
 - 30 - Management Post + Waiters
 - 31 - District Heat Network
 - 32 - Commercial Dryer
 - 33 - Water Storage
 - 34 - Cold Water
 - 35 - LV Switchroom
- NOTES:**
 All furniture layouts are indicative only
 All unit layouts are indicative only
 Cycle store layouts are indicative only

Common Areas

revision	date	description
P01	18/02/2024	Planning Issue



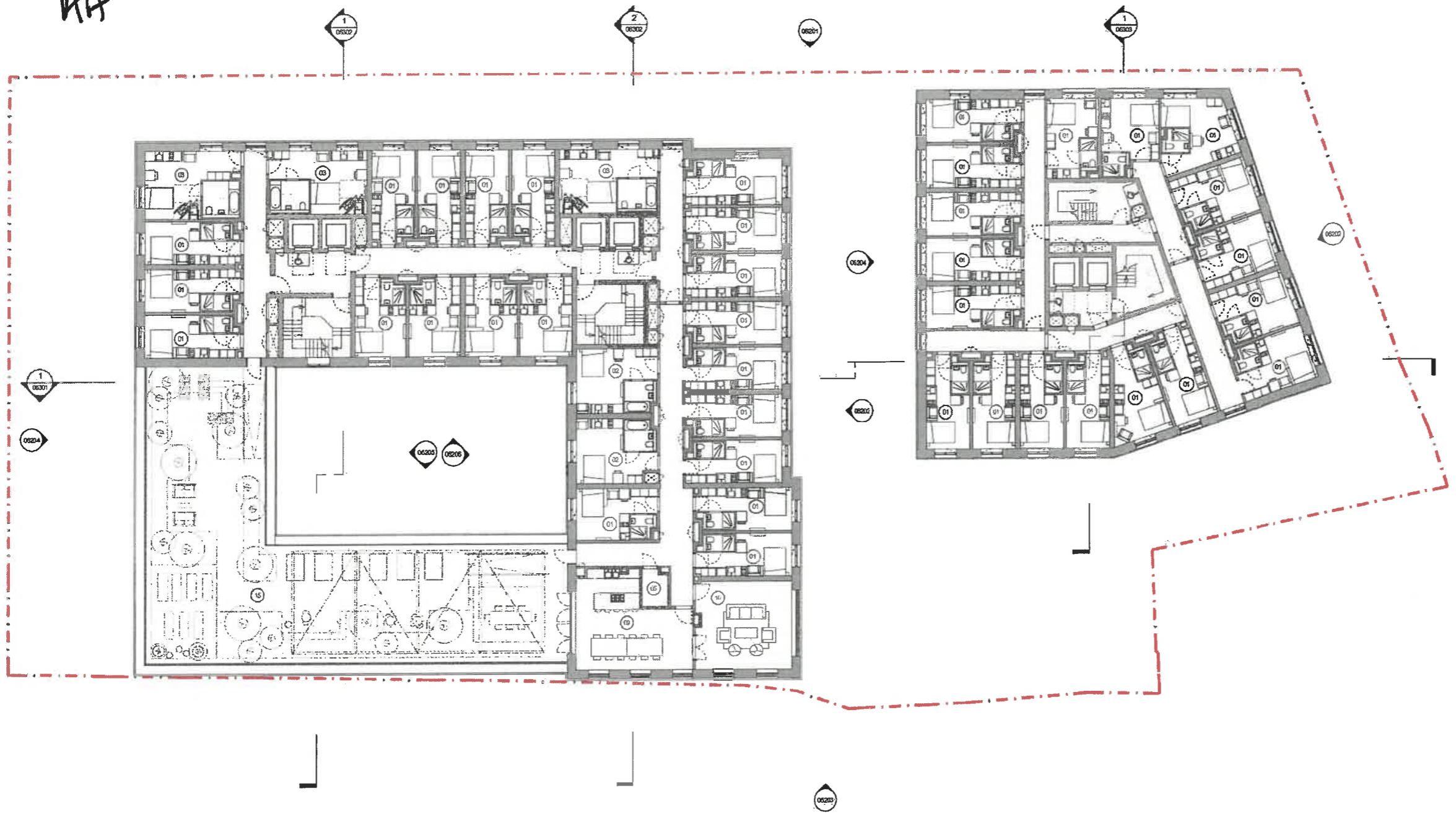
MORRIS+COMPANY
 215 Mare Street - London E8 3QE
 +44 (0)20 7566 7440
www.morrisandcompany.com

- + Do not scale from this drawing
- + All dimensions to be checked on site by the Contractor
- + And such dimensions to be their responsibility
- + Report all drawing errors and omissions to the architect
- + All dimensions in millimeters unless noted otherwise
- + If in doubt ask Contract Administrator

project name	115-119 WALLIS ROAD						
drawing title	PROPOSED PLAN LEVEL 02-04						
status	S3 - FOR REVIEW AND COMMENT						
ref no.	22011	scale	1:150 @ A1				
project code	originator	functional	spatial	form	discipline	number	
22011	MCO	XX	02	DR	A	06102	

Plan 8
Sheet 5

GD
JK
AH



NOTES:
SUPPLEMENTARY INFORMATION:
These drawings reflect the current position of the scheme development at RPA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
- 115-119 Walls Road Design and Access Statement

These should also be read in conjunction with the following information, prepared by other consultants:
- MEP Engineers' Planning Information (Applied Energy)
- Fire Planning Information (Ultras Hazard)
- Landscape Planning Information (Spacehub)
- Transport and Signaling Planning Information (Concept)

EXTENTS AND BOUNDARIES:
These drawings contain survey and site information produced by others and as such should be verified for accuracy.

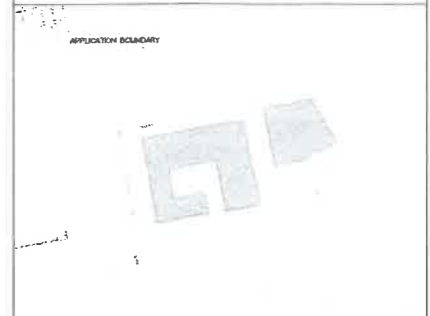
Existing site information, context, surrounding infrastructure, neighbouring building extents and plots are derived from 2D Surveys, produced by:

Cloud 10 Ltd
Survey Date: 08.12.2023
Survey Reference: 1072-WallsRt-a57

- ROOM KEY:**
- 01 - Studio
 - 02 - Shared Living Adaptable Studio
 - 03 - WC User Studio
 - 04 - Co-Live Entrance
 - 05 - Accessible WC
 - 06 - Co-Live Cycle Store
 - 07 - Mobility Parking
 - 08 - Corridor
 - 09 - Private Dining
 - 10 - Small Lounge
 - 11 - Shared Kitchen
 - 12 - Shared Dining
 - 13 - Shared WC
 - 14 - Shared Bar / Lounge
 - 15 - External Accessible Terrace
 - 16 - Co-Live Rellax
 - 17 - Gym
 - 18 - Multi Purpose Studio
 - 19 - Games Room
 - 20 - Sweating Room
 - 21 - Laundry Room
 - 22 - Workspace
 - 23 - Food and Beverage
 - 24 - Commercial Rellax
 - 25 - Commercial Cycle Store
 - 26 - WCA Shower Room
 - 27 - Substation
 - 28 - Comm's Room
 - 29 - Store
 - 30 - Management Post + Welfare
 - 31 - District Heat Network
 - 32 - Commercial Sprinkler
 - 33 - Water Storage
 - 34 - Coat Locker
 - 35 - LV Substation
 - WET: Pit
- All workspace furniture layouts are indicative only
All unit layouts are indicative only
Cycle store layouts are indicative only

Common Areas

revision	date	description
P01	10/01/2024	Planning Issue



MORRIS+COMPANY
215 Mare Street - London E8 3QE
+44 (0)20 7566 7440
www.morrisandcompany.com

Do not scale from this drawing
All dimensions to be checked on site by the Contractor
And such dimensions to be their responsibility
Report all drawing errors and omissions to the Architect
All dimensions in millimeters unless noted otherwise
If in doubt ask Contract Administrator

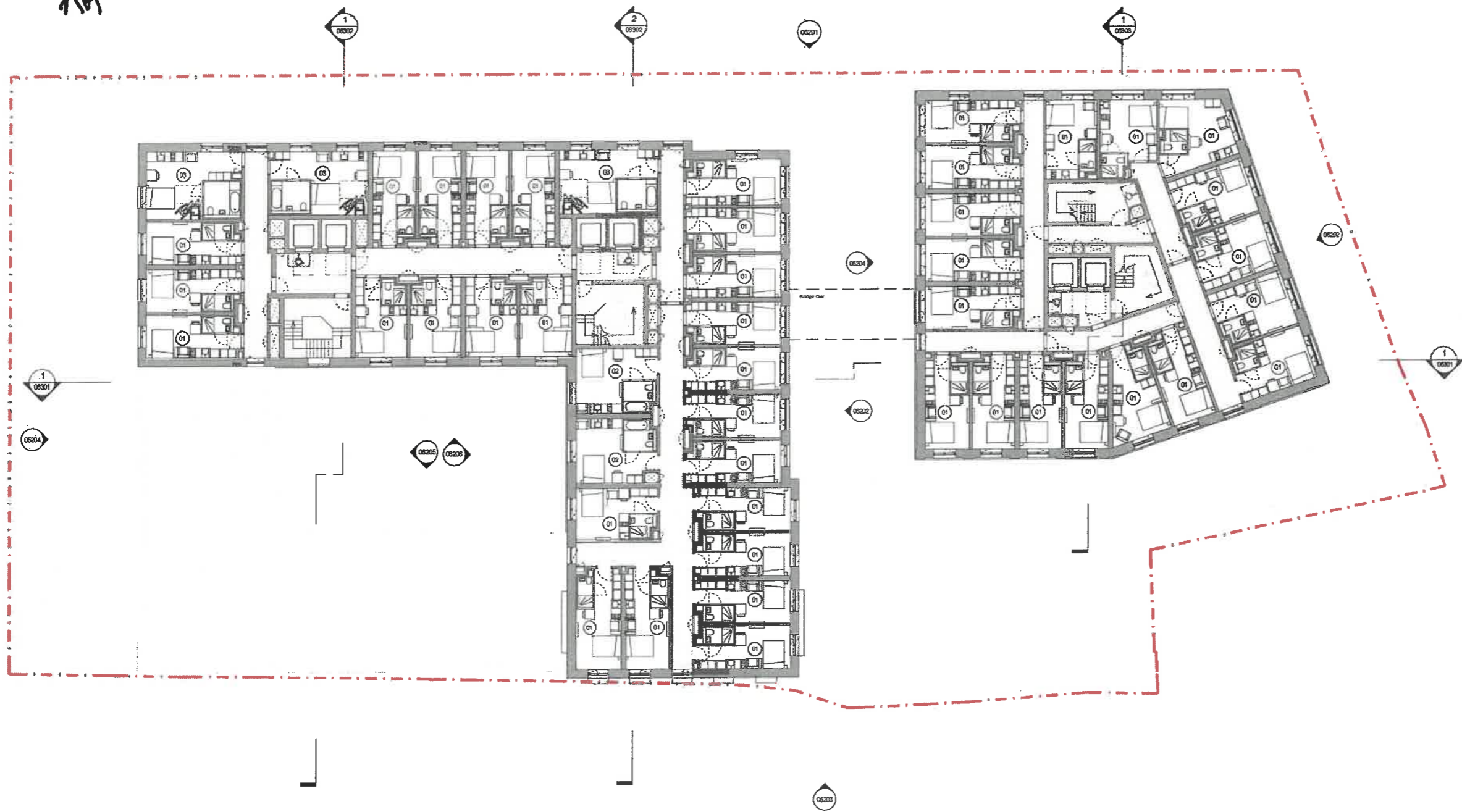
project name	115-119 WALLIS ROAD						
drawing title	PROPOSED PLAN LEVEL 05						
status	SS - FOR REVIEW AND COMMENT						
ref no	22011	scale	1:150 @A1				
project code	originator	functional	spatial	form	discipline	number	
22011	MCO	XX	05	DR	A	06105	

1 PROPOSED PLN LEVEL 05
06105 1:150



Plan 8
Sheet 6

GD
DR
MA



NOTES:
SUPPLEMENTARY INFORMATION:
These drawings reflect the current position of the scheme development at RIBA Stage 2. They should be read in conjunction with the following information prepared by Morris+Company:
- 115-119 Wallis Road Design and Access Statement.
These should also be read in conjunction with the following information, prepared by other consultants:
- MEP Engineers Planning Information (Accord Entree)
- Fire Planning Information (Accord Entree)
- Landscape Planning Information (Socohub)
- Transport and Servicing Planning Information (Caneport)

EXTENTS AND BOUNDARIES:
These drawings combine survey and site information produced by others and as such should be verified for accuracy.
Existing site information, context, surrounding infrastructure, neighbouring building details and plots are derived from 2D Surveys, produced by:
Cloud 10 Ltd
Survey Date: 08/12/2023
Survey Reference: R072-WallisRtL67

- ROOM KEY:**
- 01 - Studio
 - 02 - Shared Living Adaptable Studio
 - 03 - WC User Studio
 - 04 - Colive Entrance
 - 05 - Accessible WC
 - 06 - Colive Cycle Store
 - 07 - Mobility Parking
 - 08 - C-Working
 - 09 - Private Dining
 - 10 - Small Lounge
 - 11 - Shared Kitchen
 - 12 - Shared Dining
 - 13 - Shared WC
 - 14 - Shared Bar / Lounge
 - 15 - External Accessible Terrace
 - 16 - Colive Refuse
 - 17 - Gym
 - 18 - Multi Purpose Studio
 - 19 - Games Room
 - 20 - Screening Room
 - 21 - Laundry Room
 - 22 - Workspace
 - 23 - Food and Beverage
 - 24 - Commercial Retails
 - 25 - Commercial Cycle Store
 - 26 - WCA Shower Room
 - 27 - Substation
 - 28 - Corridor Room
 - 29 - Store
 - 30 - Management Post + Welfare
 - 31 - District Heat Network
 - 32 - Commercial Sprock
 - 33 - Water Storage
 - 34 - Cold Water
 - 35 - LV Switchroom
- NOTES:**
All workspace furniture layouts are indicative only
All unit layouts are indicative only
Cycle store layouts are indicative only

Common Areas

revision	date	description
P01	18/01/2024	Planning issue



MORRIS+COMPANY
215 Mare Street - London E8 3QE
+44 (0)20 7566 7440
www.morrisandcompany.com

* Do not scale from this drawing
* All dimensions to be checked on site by the Contractor
* And such dimensions to be taken responsibility
* Report all drawing errors and omissions to the Architect
* All dimensions in a dimensionless noted otherwise
* If in doubt see Contract Administrator

project name	115-119 WALLIS ROAD				
drawing title	PROPOSED PLAN LEVEL 06				
status	S3 - FOR REVIEW AND COMMENT				
ref no	22011	scale	1:150 @A1		
project code	originator	revision	sheet	from	to
22011	MCO	XX	06	DR35	Ad 08106

Plan 8

Sheet 7

Handwritten initials: *BR*, *BR*, *AT*



NOTES

These should also be read in conjunction with the following information prepared by other consultants:

- MEP Engineers Planning Information (Applied Energy)
- Fire Planning Information (Common Places)
- Landscape Planning Information (Openworks)
- Transport and Servicing Planning Information (Cesward)

- ROOM KEY:**
- 01 - Shop
 - 02 - Reception/Waiting Area
 - 03 - Shop
 - 04 - Shop
 - 05 - Shop
 - 06 - Shop
 - 07 - Shop
 - 08 - Shop
 - 09 - Shop
 - 10 - Shop
 - 11 - Shop
 - 12 - Shop
 - 13 - Shop
 - 14 - Shop
 - 15 - Shop
 - 16 - Shop
 - 17 - Shop
 - 18 - Shop
 - 19 - Shop
 - 20 - Shop
 - 21 - Shop
 - 22 - Shop
 - 23 - Shop
 - 24 - Shop
 - 25 - Shop
 - 26 - Shop
 - 27 - Shop
 - 28 - Shop
 - 29 - Shop
 - 30 - Shop
 - 31 - Shop
 - 32 - Shop
 - 33 - Shop
 - 34 - Shop
 - 35 - Shop
 - 36 - Shop
 - 37 - Shop
 - 38 - Shop
 - 39 - Shop
 - 40 - Shop
 - 41 - Shop
 - 42 - Shop
 - 43 - Shop
 - 44 - Shop
 - 45 - Shop
 - 46 - Shop
 - 47 - Shop
 - 48 - Shop
 - 49 - Shop
 - 50 - Shop
 - 51 - Shop
 - 52 - Shop
 - 53 - Shop
 - 54 - Shop
 - 55 - Shop
 - 56 - Shop
 - 57 - Shop
 - 58 - Shop
 - 59 - Shop
 - 60 - Shop
 - 61 - Shop
 - 62 - Shop
 - 63 - Shop
 - 64 - Shop
 - 65 - Shop
 - 66 - Shop
 - 67 - Shop
 - 68 - Shop
 - 69 - Shop
 - 70 - Shop
 - 71 - Shop
 - 72 - Shop
 - 73 - Shop
 - 74 - Shop
 - 75 - Shop
 - 76 - Shop
 - 77 - Shop
 - 78 - Shop
 - 79 - Shop
 - 80 - Shop
 - 81 - Shop
 - 82 - Shop
 - 83 - Shop
 - 84 - Shop
 - 85 - Shop
 - 86 - Shop
 - 87 - Shop
 - 88 - Shop
 - 89 - Shop
 - 90 - Shop
 - 91 - Shop
 - 92 - Shop
 - 93 - Shop
 - 94 - Shop
 - 95 - Shop
 - 96 - Shop
 - 97 - Shop
 - 98 - Shop
 - 99 - Shop
 - 100 - Shop

NOTES

1. All dimensions are in millimeters unless otherwise stated.

2. All dimensions are to the center of the wall unless otherwise stated.

3. All dimensions are to the center of the door unless otherwise stated.

4. All dimensions are to the center of the window unless otherwise stated.

5. All dimensions are to the center of the column unless otherwise stated.

6. All dimensions are to the center of the beam unless otherwise stated.

7. All dimensions are to the center of the slab unless otherwise stated.

8. All dimensions are to the center of the ceiling unless otherwise stated.

9. All dimensions are to the center of the floor unless otherwise stated.

10. All dimensions are to the center of the wall unless otherwise stated.

Common Areas



MORRIS+COMPANY
 221 Main Street - Liverpool L3 5DF
 Tel: 0151 708 1000
 www.morriscompany.com

115-113 WALLIS ROAD	
PROPOSED PLAN LEVEL 07	
SS - FOR REVIEW AND COMMENT	
ref no	22011
scale	1:150 @ A1
date	26/07/2011
sheet	26 of 36
project	22011 MCO XX 07
client	BR
contract	06107



PLAN 9

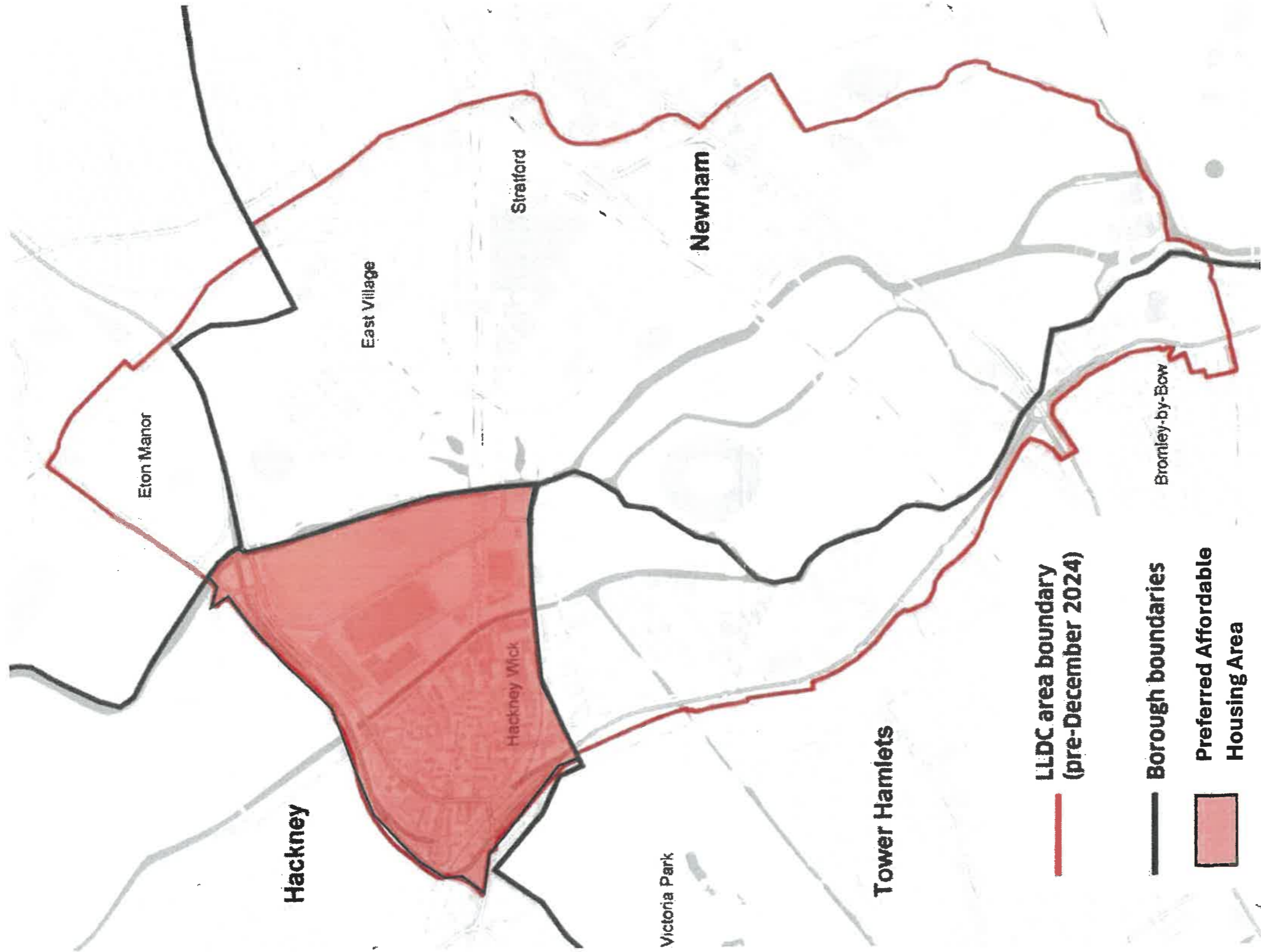
Plan 9

GD

SV

RD

SA
GA



LLDC area boundary
(pre-December 2024)

Borough boundaries

Preferred Affordable
Housing Area

Hackney

East Village

Eton Manor

Siretford

Newham

Hackney Wick

Victoria Park

Tower Hamlets

Bromley-by-Bow

VAT will be payable on all rents and outgoings.

VAT:	The Landlord has opted to tax the Premises.
Break Clause:	No unilateral break. The landlord may break the lease due to non-performance of the tenant
Rent Deposit:	None
Rent Commencement Date:	The Completion Date
Rent Review:	None
Repairing Obligations:	<p>The Lease will be on an internal repairing basis.</p> <p>At all times during the Term to keep and substantially repair the Premises and keep them properly cleaned and from time to time when necessary to replace and renew the Premises including all additions and alterations.</p>
Service Charge and outgoings:	<p>The Tenant will be responsible for a fair and reasonable proportion of the service charge levied by the Landlord.</p> <p>Service Charge will be payable quarterly in advance on the usual quarter days.</p>

Service Charge Costs to be included

- Contribution overall building insurance (CDT workspace accounts for 5% of overall scheme GEA)
- Contribution to external building clean, including windows and façade brickwork.
- Contribution to external cleaning of the internal courtyard space.
- If connecting to mains mechanical system, then contribution for maintenance will be required.

Service charges costs not included

- Staff members for the Co-living building
- Cost for communal facilities costs for the Co-Living building
- PPM cost for the Co-Living building plant

On completion the Landlord will collect service charge for the part expired quarter and the next following quarter period.

Tenant will pay all rates, outgoings and utilities.

Letting performance and appropriate use of the Premises:

The Lease requires that the Tenant act in the spirit of the agreement with the Landlord and seek to secure appropriate sub-tenants for the Premises in accordance with the planning permission (ref. 24/00021/FUL).

Compliance with Planning Permission:

The Tenant is required to operate inline with the Planning Permission (ref. 24/00021/FUL) and obligations contained therein.

Insurance:

The Development will be insured by the Landlord and a due proportion of the premium costs will be recovered from the Tenant via the service charge.

The Landlord will insure for plate glass.

User:

For use by the Hackney Wick & Fish Island Community Development Trust and their sub-tenants.

Access/Trading Hours:

Access: 24 hour access

Core Trading Hours: All days, including Bank holidays:
08.00 – 18:00

or other such hours by arrangement and subject to planning

Music only between 09.00 – 21.00

Permitted Servicing Hours: 06:30 – 19.30 Monday-Saturday and 08.00-16.00 on Sundays and bank holidays.

Deliveries:

During Permitted Servicing Hours only.

via rubber wheeled trollies to the unit.

Nuisance

The premises shall be managed, let and operated at all times with regard to the residents of 115 to 119 Wallis Road. Where a sub-tenant or the tenant causes material or persistent disruption or nuisance to the residents of 115 to 119 Wallis Road, the sub-lease or lease may be terminated.

Alterations:

Structural alterations prohibited.

Non-structural alterations are permitted with prior Landlords consent, such consent not to be unreasonable withheld or delayed.

Installation/removal/relocation of demountable partitions which do not affect the Landlord's plant and equipment or building management systems are permitted without consent provided plans of the new layout are provided to the Landlord within 20 days of completion of the works.

Signage/Window Displays:

Tenant right to display signage on the exterior of the Premises, subject to Landlord approval (not to be unreasonably withheld or delayed).

Any curtain/voile/blind/placard/window dressing/sticker/poster/sign/notice/nameplate/advert require Landlord's prior written consent.

Signs/posters to not cover more than 10% of the shop front.

No pole/mast/aerial/dish/satellite/wire may be installed. Wifi permitted internally.

Letting reporting:

Tenant to provide updates to the Landlord when requested on the current letting of the premises.

Interest on Late Payments:

Interest at 4% above base rate will be payable on overdue rents and other sums due under the terms of the Lease.

Legal costs:

Each party is to bear their own legal costs.

Solicitors:

Landlord:

[XXXX]
FAO :
Tel:
Email:

Tenant:
[XXXX]

Marketing:

The Tenant agrees that its name may be used by the Landlord or associated companies in all letting and marketing of this development and any other development by the Landlord or associated companies.

Confidentiality:

The Tenant may not disclose to any third party the content of these heads of terms nor the Agreement for Lease.

Data Protection:

For the purposes of the Data Protection Act 1988 or otherwise the Tenant (and any guarantor) acknowledges that the Landlord (or surveyor or managing agent) may hold and share such information as is necessary in connection with the Landlord's interest in or disposal of the Premises, the insurance and maintenance of the Premises and in checking the credit worthiness of the tenant (and any guarantor.)

Other Conditions:

Subject to:

1. Contract
2. Landlord Board approval
3. Tenant accounts
4. Provision of satisfactory AML information
5. Landlord works

APPENDIX 3
DRAFT PLANNING PERMISSION



FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Halcyon Development Partners
3 Coldbath Square,
London
EC1R 5HL

Agent

Miss Georgia Crowley,
Lichfields
The Minister Building
21 Mincing Lane
London
EC3R 7AG

Part I - Particulars of Application

Date of Application: 07-Feb-2024

Application No: 24/00021/FUL

Proposal: Full planning permission for the demolition and redevelopment of the site to provide a large-scale purpose-built shared living development (Sui Generis Use) comprising 337 studios, 1,021sqm (GIA) of commercial floorspace (Use Class E) in two connected buildings ranging from 5 storeys (Ground +4 storeys) and 8 storeys (Ground +7 storeys), associated car parking, landscaping and other associated works

Location: 115-119 Wallis Road, Hackney Wick, London, E9 5LN

Part II - Particulars of Decision

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

COMPLIANCE CONDITIONS

1. Time Period

The development to which this permission relates must be begun no later than three years from the date of this decision notice.

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

2. Works in accordance with the approved plans

The development shall be carried out, and retained thereafter, in accordance with the following drawings and documents:

Documents

- Design and Access Statement (January 2024), prepared by Morris +Company Limited;
- Design and Access Addendum Statement Addendum (May 2024), prepared by Morris +Company Limited;
- Planning Statement (January 2024), prepared by Lichfields;
- Planning Statement Addendum (May 2024), prepared by Lichfields;
- Landscape and Public Realm Statement (January 2024), prepared by Spacehub;
- Operational Management Plan (January 2024), prepared by Halcyon;
- Local Housing Need Assessment (January 2024), prepared by Quod;
- Air Quality Assessment (January 2024), prepared by RPS;
- Noise Impact Assessment Report (January 2024), prepared by KP Acoustics;
- Biodiveristy Net Gain Assessment (January 2024), prepared by Greengage;
- Daylight & Sunlight Report (January 2024), prepared by Rapleys
- Flood Risk Assessment & Sustainable Drainage Strategy (January 2024), prepared by Conisbee;
- Heritage, Townscape and Visual Impact Assessment (January 2024), prepared by Montagu Evans;
- Heritage, Townscape and Visual Impact Assessment Addendum (May 2024), prepared by Montagu Evans;
- Archaeology – Desk Based Assessment and appendices (January 2024), prepared by Lichfields;
- Land Contamination – Desk Study (January 2024), prepared by GEA;
- Energy and Sustainability Assessment and appendices, prepared by Applied Energy;
- Whole Life Carbon Assessment (January 2024), prepared by Carbon Climate Certified;
- Circular Economy Statement (January 2024), prepared by Carbon Climate Certified;
- Healthy Streets Transport Assessment, Framework Travel Plan, Delivery and Servicing Plan and Outline Construction Logistics Plan (all January 2024) prepared by Caneparo Associates;
- Utilities Assessment (January 2024), prepared by Applied Energy;
- Site Waste Management Plan (January 2024), prepared by Halcyon;
- London Plan Fire Statement (and HSE Gateway 1 Fire Statement Form) (January 2024), prepared by Jensen Hughes;
- Statement of Community Involvement (January 2024), prepared by Kanda Consulting;
- Access Statement (January 2024), prepared by David Bonnet Associates;
- Workspace Strategy (January 2024), prepared by The Hackney Wick and Fish Island Community Development Trust;
- Primary Ecological Appraisal (October 2023), prepared by Greengage;
- Local Street Art Programme (May 2024), prepared by Halcyon;
- Flood Risk Technical Note (November 2024), prepared by Logika Group.

Drawings

Architectural Drawings

Drawing number	Drawing Title	Revision	Date
22011 MCO XX ZZ DR A 06001	Proposed Site Location Plan	P01	19/01/2024
22011 MCO XX ZZ DR A 06002	Proposed Site Plan	P02	04/07/2024
22011 MCO XX B1 DR A 06099	Proposed Plan Level B1	P01	19/01/2024
22011 MCO XX 00 DR A 06100	Proposed Plan Level 00	P03	11/11/2024
22011 MCO XX 01 DR A 06101	Proposed Plan Level 01	P01	19/01/2024
22011 MCO XX 02 DR A 06102	Proposed Plan Level 02-04	P01	19/01/2024
22011 MCO XX 05 DR A 06105	Proposed Plan Level 05	P01	19/01/2024
22011 MCO XX 06 DR A 06106	Proposed Plan Level 06	P01	19/01/2024
22011 MCO XX 07 DR A 06107	Proposed Plan Level 07	P03	04/07/2024
22011 MCO XX R1 DR A 06110	Proposed Plan Level R1	P02	30/04/2024
22011 MCO XX ZZ DR A 06201	Proposed Elevation North	P05	10/09/2024
22011 MCO XX ZZ DR A 06202	Proposed Elevation East	P04	30/04/2024
22011 MCO XX ZZ DR A 06203	Proposed Elevation South	P04	30/04/2024
22011 MCO XX ZZ DR A 06204	Proposed Elevation West	P04	30/04/2024
22011 MCO XX ZZ DR A 06205	Proposed Elevation Courtyard North + East	P04	30/04/2024
22011 MCO XX ZZ DR A 06206	Proposed Elevation Courtyard South + West	P04	30/04/2024
22011 MCO XX ZZ DR A 06301	Proposed Section Aa	P02	30/04/2024
22011 MCO XX ZZ DR A 06302	Proposed Section Bb + Cc	P02	30/04/2024
22011 MCO XX ZZ DR A 06303	Proposed Section Dd	P02	30/04/2024
22011 MCO XX ZZ DR A 06411	Typical Bay Elevations 01	P01	19/01/2024
22011 MCO XX ZZ DR A 06412	Typical Bay Elevations 02	P01	19/01/2024

Landscape drawings

Drawing number	Drawing Title	Revision	Date
8429 PL GA 102	Landscape General Arrangement Ground Floor Plan Phase 1	P	January 2024
8429 PL GA 103	Landscape General Arrangement Roof Plan Phase 1	P01	May 2024
8429 PL GA 104	Landscape General Arrangement Urban Greening Factor	P01	May 2024

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

3. Notice of Commencement

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

Reason: To ensure satisfactory compliance with this planning permission.

Pre-commencement justification: To enable the LPA to monitor development.

4. Wheelchair accessible rooms

Prior to first use of any shared living unit a minimum of 10% (34 units) of the total units/rooms provided within the development shall be provided and available for use as wheelchair accessible/adaptable rooms/units. On the first anniversary of the opening of the development and on each anniversary of that date for a period of 5 years an Accessibility Management and Monitoring Plan which details the demand and occupation of all accessible rooms within the development by quarter shall be submitted to the Local Planning Authority.

If the Accessibility Management and Monitoring Plan demonstrates that the occupation of the accessible rooms within any two quarters is between 80%-100%, then further provision of accessible rooms shall be provided in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure an adequate provision of accessible rooms within the development and to ensure that accessibility and inclusion are monitored and maintained throughout the life of the development.

5. Internal noise levels

Under whole dwelling ventilation conditions, external noise shall be controlled to be 35 dB LAeq,16hour or lower during the day in living rooms and bedrooms and 30 dB LAeq,8hour or lower during the night in bedrooms. External noise shall be controlled such that individual noise events in noise sensitive rooms at night, e.g. bedrooms, should not normally exceed 45dB L_{Amax,F} more than 10 times a night.

Evidence of compliance shall be provided based on pre-completion testing and submitted to the Local Authority for written approval prior to occupation.

Reason: To protect the amenity of future occupants of the development.

6. Noise emissions from buildings services and plant

The shared living accommodation shall not be occupied unless the rating noise level from any building services plant associated with the development is less than 10dB below the typical background sound level (LA90) (with reference to BS4142: 2014+A1: 2019) when measured at the nearest noise sensitive facade. The development shall thereafter be retained as such at all times. Emergency plant (e.g. life safety generators, smoke extract fans) noise shall not exceed a noise level which is 10dB above the typical background sound level at the nearest noise sensitive facade.

For noise from the commercial activities approved within the development, a noise management plan for each unit shall be submitted to the Local Planning Authority for written approval prior to its occupation. The management plan shall include details of the likely types of activity and associated noise level, and proposed noise mitigation measures. The approved plan shall thereafter be implemented, and the development retained as such.

Reason: In order to safeguard the amenities of residential occupiers.

7. Noise – Operational

Noise levels from the terraces of the development hereby permitted shall not exceed 41dB LAeq in the daytime (07:00 – 23:00) and 39 dB LAeq at nighttime (23:00 – 07:00) measured at 1m from the façade of the nearest occupied property.

Reason: In the interests of residential amenity.

8. Construction hours (noise and vibration)

Within the permissible construction hours, 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 London Plan, LLDC Local Plan, LLDC Code of Construction Practice and London Borough of Hackney policy.

9. Noise – Amplified or Live External Music

No amplified or live music shall be played in external areas hereby approved at any time.

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

10. Hours of work

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 and in accordance with policy 7.15 of The London Plan and policy BN.11 of the Local Plan.

11. Trees – during construction

Throughout the implementation of the works, the Arboricultural Method Statement shall be adopted and adhered to. The erection of fencing for the protection of any retained tree shall be undertaken before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, nor shall any fires be lit, without the written consent of the Local Planning Authority.

All tree work shall be carried out in accordance with British Standard 3998 (Tree Work) and undertaken under the supervision of the project arboriculturalist. No existing trees or hedgerows on the site unless dead or dangerous shall be felled or removed within 5 years from the completion of the development without the written approval of the Local Planning Authority.

Any tree identified as retained that is damaged or required to be removed as a result of the works will result in either:

- a) the penalty payment by the applicant of a compensatory sum ascertained by the CAVAT valuation system to the Local Authority. The applicant will submit at their own cost an independent CAVAT valuation for consideration by the LPA and once approved make the payment

- b) the replacement by the applicant of the tree of equivalent size and species, or where not feasible due to the size of the tree, a replacement of a larger number of trees to an equivalent CAVAT value. The applicant will submit at their own cost an independent CAVAT valuation for consideration by the LPA and once approved provide the replacement tree

The Local Planning Authority shall be granted access when requested and reasonably practicable to survey the condition of existing trees.

Reason: To ensure that the development will not have an adverse effect on existing trees and to maintain the character and visual amenity within the locality in accordance with Strategic Policies SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, S.1 and S.9 of the Local Plan.

12. Non-Road Mobile Machinery

Non-no-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) published by the Centre for Low Emission Construction and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development.

PRIOR TO COMMENCEMENT OF THE DEVELOPMENT

13. Demolition

No demolition activity shall take place until the proposed methodology has been submitted in writing to and approved by the Local Planning Authority in writing in consultation with HS1. Demolition activity shall then be carried out in accordance with the approved details unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change.

Reason: No such information has been provided and demolition activity could pose a risk to the safety, security and operation of HS1.

14. Excavations

Prior to the commencement of any construction activity engineering details of the size, depth and details of any excavations shall be submitted in writing to and approved in writing by the Local Planning Authority in consultation with HS1. Excavations shall then be carried out in accordance with the approved details unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change.

Reason: No such details have been provided. To ensure that the stability HS1 tunnels, structures, track and other infrastructure is not prejudiced. Informative: If the excavation is within the zone of influence of HS1 infrastructure an engineering design will be required from the developer for approval in advance of excavation.

Pre-commencement justification: To ensure that any construction activities do not impact on HS1 assets.

15. Foundation Design

Prior to the commencement of development, details of the design of the foundations and other works proposed below existing ground level shall be submitted in writing and approved in writing by the Local Planning Authority in consultation with HS1. Construction activity shall then be carried out in compliance with the approved details unless previously agreed in writing by the Local Planning Authority in consultation with HS1.

Reason: To ensure that loads on, and settlement of, HS1 tunnels, structures, track and other infrastructure do not prejudice the safety or operation of HS1.

Pre-commencement justification: To ensure that any construction activities do not impact on HS1 assets.

16. Site investigations near to HS1 (either above tunnels or adjacent to railway assets)

Prior to the commencement of site investigations involving a borehole or trial pit deeper than one metre, details of the location and depth of site investigations including a method statement shall be submitted in writing and approved by the Local Planning Authority in writing in consultation with HS1. This activity shall then be carried out only in compliance with the approved details unless previously agreed in writing by the Local Planning Authority in consultation with HS1.

Reason: No such information has been provided and is required in order to ensure that the borehole or trial pit is at an acceptable vertical and horizontal distance from tunnels, the operational railway or other assets as advised by HS1 so that it does not compromise the integrity, safety or operation of HS1.

17. Imposed Loads

Prior to the commencement of any construction activity, details of the size, loading and details of additional ground loads such as stockpiles shall be submitted in writing and approved in writing by the Local Planning Authority in consultation with HS1. Works shall be carried out in conformity with the approved details unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change.

Reason: To ensure that the stability of HS1 tunnels, structures, track and other infrastructure is not prejudiced. Informative: If the stockpile is within the zone of influence of HS1 infrastructure an engineering design will be required from the developer for approval in advance of excavation.

Pre-commencement justification: To ensure that any construction activities do not impact on HS1 assets.

18. Vibration

Prior to the commencement of any construction activity details of the plant and equipment proposed which are likely to give rise to vibration (such as pile driving, demolition and vibro-compaction of the ground) together with predicted vibration levels, shall be submitted in writing and approved by the Local Planning Authority in writing in consultation with HS1. Activities likely to cause vibration in the vicinity of HS1 infrastructure such that a peak particle velocity (PPV) of 5mm/s may be exceeded at the railway boundary will be subject to agreement in advance. Where activities could give rise to PPV of 5mm/s or greater, a vibration and settlement monitoring regime shall be submitted in writing to for approval by the Local Planning Authority in consultation with HS1. It shall be put in place prior to the start of works. HS1 shall be provided reasonable access to the results of monitoring

Reason: No details of vibration have been provided. To ensure that vibration does not prejudice safety, operation and structural integrity of HS1.

Pre-commencement justification: To ensure that any construction activities do not impact on HS1 assets.

19. Sustainable Drainage Strategy

No development shall commence, other than works of demolition until full detailed specification of the sustainable drainage system supported by appropriate calculations, construction details, drainage layout and a site-specific management and maintenance plan of the sustainable drainage system have been provided.

Details shall include but not limited to the proposed green roof (with a substrate depth of at least 80mm not including vegetative mats), permeable paving, underground attenuation system, raingarden, soft permeable landscapes, and the flow control system, which shall be submitted and approved by the LPA in consultation with the LLFA.

Surface water from the site shall be managed according to the proposal referred to in the Flood Risk Assessment and Sustainable Drainage Strategy (ref: 221298-CON-XX-XX-RP-C-0001, dated 22 January 2024) by Conisbee and limit the peak discharge rate to 15.2 l/s for all return periods up to the 1 in 100-year storm events plus an allowance for climate change.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Strategic Policy SP.5 and Policy S.4 of the Local Plan.

20. Flood Resilience

A scheme for the provision and implementation of flood resilient and resistant construction details and measures for the site against groundwater and surface water flood risk shall be submitted to and agreed, in writing with the LPA in consultation with the LLFA prior to the construction of the measures. The approved scheme shall be carried out in its entirety before the development and the basement is occupied and constructed and completed in accordance with the approved plans in line with BS 8102:2009 code of practice for "protection of below ground structures against water from the ground" and BS 8582:2013 code of practice for "surface water management for development sites".

Reason: To ensure the development is designed safely in reference to flood risk.

21. Waterway wall survey and repairs

The development hereby approved shall not commence until a survey of the condition of the Lee Navigation waterway wall and a method statement and schedule of works identified shall be submitted to and approved in writing by the Local Planning Authority. The repair works identified (including vegetation removal) shall be carried out in accordance with the agreed method statement and repairs schedule by a date to be confirmed in the repairs schedule.

Prior to first use of the development and following the completion of any repair works approved above, a further survey of the waterway wall shall be carried out, and the details submitted to the Local Planning Authority for approval in writing, to demonstrate that any necessary repair works have been carried out and that no additional damage to the wall has occurred during construction.

Reason: To ensure that the structural integrity of the Lee Navigation and its infrastructure is retained.

22. Waterborne transport feasibility

Prior to the commencement of the development hereby permitted, a feasibility study shall be carried out to assess the potential for moving material by water during the construction cycle (waste and bulk materials) and operation of the development. The use of waterborne transport shall be maximised during the construction and operation of the development unless the above assessment demonstrates that such use of the waterways is not physically or economically feasible.

Reason: To encourage, prior to development starting on site, the use of the waterways for transporting waste and bulk materials in accordance with Policy SI 15 of the London Plan 2021.

23. Pre-demolition Audit

Prior to commencement of demolition works, a pre-demolition audit should be submitted to and approved in writing by the local planning authority. The pre-demolition audit shall include an inventory of the demolition materials, summary of components and materials present and estimated quantities, associated carbon and suitability for reclamation and reuse and details of reporting against reuse and reclamation targets.

Reason: To ensure the sustainable management of demolition materials and waste.

24. Construction Logistics Plan

The development hereby permitted shall not commence until a Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority.

The CLP shall provide details of:

- i. the parking of vehicles of site operatives and visitors
- ii. loading and unloading of plant and materials

The CLP shall assess the impacts during the construction phase of the development on Stratford High Street. The development shall be carried out in accordance with the approved details throughout the construction period.

Reason: In order to secure the highway safety and free flow of traffic on Stratford High Street.

Pre-commencement justification: It is necessary to secure these details prior to the commencement of the development to ensure that the works do not have an adverse impact upon the Strategic Road Network."

25. Construction Environmental Management Plan (CEMP)

No development hereby permitted shall commence until full details of the proposed construction methodology, in the form of a Construction Method Statement, have been submitted to and agreed in writing by the local planning authority. The Construction Method Statement shall include details regarding:

- a. Hours of work and noise and vibration mitigation and monitoring measures;
- b. Safeguarding of buried services;
- c. The notification of neighbours with regard to specific works;
- d. Advance notification of road closures;
- e. Details regarding parking, deliveries, and storage (including hours of deliveries);
- f. Details of measures to prevent the deposit of mud and debris on the public highway;
- g. A feasibility survey shall be carried out to consider the potential for moving construction material from the site by waterborne freight.

- h. Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- i. Details of collaboration with adjoining development sites to mitigate against detrimental impacts; and
- j. Any other measures to mitigate the impact of construction upon the amenity of the area and the function and safety of the highway network.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the construction process.

Pre-commencement justification: To ensure that demolition and construction impacts are appropriately mitigated in advance of commencement of works.

26. Remediation public communication strategy

Prior to the commencement of works hereby permitted under this planning permission, the developer shall submit in writing and have approved in writing a Remediation Public Communication Strategy. As a minimum, the strategy shall include:

1. Effective multi-layered communication strategy with stakeholders including residents, including proactive sharing of information. The strategy should take into account the SNIFFER (2010) Risk Communication Booklet titled 'Communicating understanding of contaminated land risks'.
2. Assessment and mitigation of potential nuisance odour and vapour health risks to offsite receptors.
3. Present a robust monitoring strategy, and the setting (and assessment against) of boundary vapour thresholds that are protective of adjacent offsite receptors.
4. Mechanisms for handling public complaints.

This communication strategy shall be followed for the lifetime of the construction phase. Should any changes to the strategy be required during the construction phase, an updated communication strategy shall be submitted to the LPA for approval.

Reason: To enable public awareness and communication about the construction and remediation process in accordance with Policy BN.14 of the Local Plan.

27. Dust Management Plan

Prior to commencement of development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities shall have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in July 2014 (or any subsequent revision) and shall include:

- A dust risk assessment to determine the level of dust risk the site poses and the applicable mitigation measures;
- 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.

The demolition and construction shall thereafter be carried out in accordance with the scheme for dust monitoring, assessment and mitigation for all demolition and construction activities unless otherwise approved in writing by the Local Planning Authority.

Reason: To safeguard residential amenity from the start of the demolition and construction process.

28. Demolition and Construction noise and vibration

The development shall not be commenced until a scheme for noise monitoring, assessment and mitigation for all demolition and construction plant and processes has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

1. 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;
2. The noise parameters to be measured and the circumstances when continuous monitoring will be undertaken;
3. The arrangements for reporting the results of noise monitoring to the Local Planning Authority;
4. The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and
5. The arrangements for implementing mitigation measures for sensitive premises during construction.

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

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

Pre-commencement justification: To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through construction that would require appropriate mitigation.

29. Utility Co-ordination Plan

Prior to commencement (excluding demolition) a detailed co-ordinated utilities plan with the proposed connection points must be provided alongside relevant consultation. Statutory Undertakers should be consulted prior to works commencing in accordance with utility company specific guidance.

The utilities co-ordination plan must include the following:

- Evidence of consultation with all utility companies confirming proposed connection points
- Evidence of sufficient capacity for the proposed development
- Location of proposed connection points showing all services proposed

Reason: To ensure sufficient capacity within the joining networks and a safe system of working and no damage to third party assets.

30. Scheme of sound insulation

Prior to commencement of development (excluding demolition), details of the proposed sound insulation scheme to be implemented between the shared living accommodation and the non-residential uses shall have been submitted to and approved in writing by the Local Planning Authority. Details should include airborne and impact sound insulation. The development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved scheme is to be completed prior to occupation of the development and thereafter permanently retained.

Reason: To ensure suitable acoustic conditions for occupants of the proposed development.

Pre-commencement justification: It is necessary to secure these details prior to the commencement of the development to ensure suitable acoustic conditions for occupants and non-residential uses.

31. Arboricultural Method Statement

No development shall commence until an Arboricultural Method Statement and Tree Protection Plan have been submitted to and approved in writing by the local planning authority and until measures of tree protection identified in the Tree Protection plan have been fully implemented. The approved Tree Protection Plan shall thereafter be retained and maintained for the duration of the demolition and construction period.

Reason: To ensure the retention of, and avoid irrevocable damage to, the retained trees adjacent to the site in accordance with Local Plan Policy BN.1 and BN.3 of the Local Plan.

Pre-commencement justification: It is necessary to secure these details prior to the commencement of the development to ensure that the works do not have an adverse impact on existing trees.

32. Contamination and Site Characterisation

No development approved by this planning permission (or stage in development as may be agreed in writing with the Local Planning Authority) shall commence until the following have each been submitted to, and approved in writing, by the Local Planning Authority:

1. A preliminary investigation report including a desk study and site reconnaissance.
2. A scheme of ground investigation, based on the preliminary investigation, describing and justifying the scope of investigations to provide sufficient information for a contamination risk assessment; and
3. A contamination risk assessment and remediation strategy report based on the findings of the ground investigation.

The preliminary investigation report (part 1) and scheme of ground investigation (part 2) shall be agreed with the Local Planning Authority before the ground investigation commences. The ground investigation and remediation strategy (part 3) shall be implemented as approved, with any changes requiring the written consent of the Local Planning Authority.

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.

33. Remediation Implementation and Verification Method Statement

No development approved by this planning permission (or stage in development as may be agreed in writing with the Local Planning Authority) shall commence until a remediation implementation and verification method statement, based on the contamination risk assessment and remediation strategy report, has been submitted to and approved in writing by the Local Planning Authority.

The remediation implementation and verification method statement shall be implemented as approved, with any changes agreed in writing with the Local Planning Authority.

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.

34. Unexpected Contamination

If during development unexpected contamination is encountered then the Local Planning Authority shall be notified and no further development (as agreed in writing with the Local Planning Authority) shall be carried out until an addendum to the remediation implementation and verification method statement 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 remediation implementation and verification method statement shall be implemented as approved, with any changes agreed 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.

35. Foundation Works Risk Assessment

No foundations works (including piling, 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 safeguard human health and controlled waters

36. Site Waste Management Plan

The development, including demolition, shall not be commenced until an updated Site Waste Management Plan (SWMP) has been submitted to and approved in writing by the Local Planning Authority. The objectives of the management plan shall be to ensure all waste arising from demolition and construction works is managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials, in line with the waste hierarchy. The SWMP shall also detail the compliance and assurance requirements to be maintained on the site during all phases of works including site-preparation and remediation. The updated SWMP shall include as a minimum the following information:

- Classification of all waste including hazardous waste according to current legislative provisions;
- Waste forecast to estimate the type and quantity of waste generated during the excavation, demolition and construction works and an indication of the destination of each waste type (i.e. onsite/offsite reuse, recycling, recovery, disposal);

- Performance measurement and target setting (such targets shall be in accordance with any sustainability targets set of the development, such as BREEAM targets, and should be in line with national and local policy and guidance (e.g. the London Plan, LLDC Local Plan)) against estimated waste forecasts;
- Reporting of project performance on quantities and options utilised;
- Measures to minimise or design out waste generation;
- Opportunities for re-use or recycling;
- Provision for the segregation of waste streams on the site in appropriate storage containers that are clearly labelled and colour coded (e.g. using the Institution of Civil Engineers (ICE) waste stream colour coding guidance). Waste storage arrangements shall meet the waste Duty of Care requirements;
- Licensing requirements for environmental permitting (or exemption) requirements for offsite waste management sites;
- An appropriate audit trail encompassing non-hazardous waste transfer notes and hazardous waste consignment notes, in line with waste Duty of Care requirements;
- Measures to avoid fly tipping by others on lands being used for demolition/construction;
- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials.
- The demolition and construction shall thereafter be carried out in accordance with the approved SWMP.

Reason: To ensure that the demolition and construction of the development minimises its environmental impacts, in terms of waste generation and waste management, in accordance with London Plan 2021 Policy SI 7 and Local Plan 2020 Policy S.8.

Pre-commencement justification: To ensure that the Local Planning Authority is satisfied that the impact of the demolition and construction would be appropriately mitigated.

37. Detailed Design

Prior to the commencement of any above ground works, detailed architectural drawings (at the appropriate scale listed below or as may otherwise be agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority. Such details shall include the following:

Detailed drawings including drawings of:

1. Principal features on the facades e.g. bay studies (1:50 @ A1)
 - a. Full bay study for the 'outer' elevations of block 'D1', including commercial / affordable workspace frontages, copings, balustrades and ornate detailed brickwork (soldier course, decorative lintels, recessed brickwork detail) and pre-cast concrete elements, including copings, cills, string courses and canopies.
 - b. Full bay study for the 'inner' elevations of block 'D1', including affordable workspace and main entrance frontages, coping, balustrades and ornate detailed brickwork (soldier course, decorative lintels, recessed brickwork detail) and pre-cast concrete elements, including copings, cills, string courses, canopies and built-in seating / planters.
 - c. Full bay study for the elevations of block 'D2', including commercial / affordable workspace frontages, copings, balustrades and ornate detailed brickwork (interlocking cant detail, soldier course, decorative lintels, recessed brickwork detail) and pre-cast concrete elements including copings cills, string courses and canopies.

2. Full bay study for the 'rooftop pavilion' elevations to block 'D1' including curtain walling, canopies, copings, baulstrades, metal cladding
 - a. Details of floor build-ups to include acoustic separation, service zone, associated ductwork (1:20 @ A3)
 - b. Signage strategy to all commercial and workspace ground floor frontages and main entrances entrance to include all cast-in and main building signage on Wallis Road
 - c. Details of each envelope / roof type (1:20 @A3)
 - d. Detailed brick elements including mortar joint profile (1:20 @A3)
 - e. Details of glazing and curtain walling systems including any manifestation (1:20 @A3)
 - f. Key junctions/bonds between materials/finishes (1:20 @A3)
 - g. Details and elevations to frontages including shopfronts, commercial / workspace frontage, glazing and signage zones, treatment to all ancillary spaces e.g plant rooms/cycle stores (1:50 @ A3)
 - h. Details to metal artwork gates, signage, tiling to residential entrances (1:50 @ A3)
 - i. Parapets, roof edges, rooftop plant screening, lift over runs etc (1:20 @A3)
 - j. Elevational location of all joints eg structural, movement, panels (1:100 @ A3)
 - k. Elevational location of all openings in envelope eg ventilation grilles, bird & bat boxes (1:100 @ A3)
 - l. Elevational location of all items which are fixed to the façade eg fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes (1:100 @ A3)
 - m. Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors terraces (1:20 @A3)
 - n. Details of key architectural metalwork / screens / gates (1:20 @A3)
 - o. Details of balconies and terraces including floor finishes (1:20 @A3)
 - p. Balustrade details (1:20 @A3)
 - q. Details of soffits and canopies (1:20 @A3)
 - r. External signage details including elevations and sections (1:50 @A3)
 - s. Details of green / brown roof system (1:20 @A3)

The development shall thereafter be undertaken in accordance with the approved details.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.5 of the Local Plan.

38. Material Samples

At least 6 months prior to installation, details and a schedule of materials of all external facing materials to be used in the construction of the building hereby approved, along with material sample boards and/or full-size mock-ups shall be submitted to and approved in writing by the Local Planning Authority.

Samples and details of the following shall be provided:

- i. Façade cladding materials including all types of brickwork and mortar pointing (1m x 1m panel, including brickwork), precast, and metalwork;
- ii. Window / door types (including finishes, glass types and any manifestation)
- iii. Facing metalwork including railings, louvres, balustrades, service doors, screens, gates;
- iv. All items which are fixed / integrated to the façade (e.g., projecting perforated façade screens, louvres and ventilation grilles, rainwater pipes, signage, bird/bat boxes)
- v. Soffit and canopy materials.

- vi. Terrace floor finishes and balustrades/parapets.
- vii. Wall details (including finishes, any manifestation)
- viii. Vertical planting panels to be incorporated
- ix. All visible sealant within external fabric
- x. Samples of the above materials should be provided.

The development shall thereafter be undertaken in accordance with the approved details.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3, Policies BN.1, BN.2, BN.4 and BN.5 of the Local Plan (2020).

39. Mock-Ups

At least 3 months prior to the use of the respective materials on site, full-size mock-ups of facades shall be provided at a size to be agreed in writing with the Local Planning Authority in advance. Drawings shall be submitted to show the proposals for the mock-ups. This includes as a minimum 3 mock-ups:

- Block D1 Wallis Road facing mock-up to include commercial / workspace frontage, pre-cast string course, brick lintel recessed detail, window / door, recessed brick detail string course and precast coping and balustrade
- Block D1 Internal Courtyard facing mock-up to include affordable workspace or main entrance frontage, pre-cast string course, brick lintel recessed detail, window / door, recessed brick details and precast coping
- Block D2 mock-up to include commercial / workspace frontage, interlocking cant brick detail, vertical soldier course brickwork piers, soldier course lintel details, pre-cast string course, pre-cast / brickwork coping and balustrade

The relevant materials shall not be installed on the building in accordance with the mock-ups until written approval has been obtained from the Local Planning Authority.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.5 of the Local Plan

40. Hard and Soft Landscaping

No above ground works shall take place until full details of hard and soft landscape works, open areas and public realm have been submitted to and approved in writing by the Local Planning Authority.

A hard and soft landscaping scheme shall include details (including samples/specification) of the following:

- i. plants and trees (common and Latin names, size and pot height; density or number, tree girth and method of growth i.e. container or open ground);
- ii. hard landscaping, including the design of pedestrian routes, steps, ramps and materials (including samples) to be used on the site, including details of suppliers or manufacturers;
- iii. highway materials/surfaces, road markings and signage;
- iv. location and design of any seating areas;
- v. fences, railing and/or walls

- vi. signage and information boards including implementing Legible London;
- vii. evidence that all hard and soft landscaping (including materials, signage, seating, railings etc) shall be fully accessible and useable for all, including disabled people, wheelchair users, people with sight impairment and people with prams or pushchairs;
- viii. a landscape management and maintenance plan, including long-term design objectives, management responsibilities and maintenance schedules for all landscaped areas.

The approved scheme shall be completed before first occupation and be permanently maintained thereafter to the satisfaction of the Local Planning Authority. Any plants or trees required as part of the implementation of the condition that die or are removed, damaged or diseased within a period of FIVE years from the substantial completion of the development shall be replaced to the satisfaction of the Local Planning Authority in the next planting season with others of a similar size and species unless the Local Planning Authority gives written consent for a variation.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity, biodiversity and character of the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, T.4, T.6, T.9, S.1 and S.4 of the Local Plan

41. Freestanding structures

No above ground works shall take place until details of any freestanding structures including retail kiosks, telecommunications equipment, bin and recycling stores, cycle storage and planters to be erected or placed on any part of the public realm associated with the development have been submitted to and approved in writing by the Local Planning Authority.

The development shall be carried out in accordance with the approved details; and thereafter retained as such.

Reason: To ensure the development does not prejudice highway safety or accessibility and in the interests of residential and visual amenity in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.6 of the Local Plan.

42. Cycle parking

No above ground works shall take place until details regarding cycle storage (long and short stay for both shared accommodation and commercial uses) have been submitted to and approved in writing by the Local Planning Authority. The two-tier spaces must be powered to enable ease of use. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure an acceptable standard of visual amenity and to promote sustainable travel in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, T.4, T.6, T.9, S.1 and S.12 of the Local Plan.

43. Blue Badge parking spaces and electric vehicle parking

No above ground works shall take place until details of the electric vehicle charging points to serve the three blue badge parking spaces have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied/used until the three blue badge parking spaces, and their electric vehicle charging points, have been provided on site and are operational, in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To promote sustainable travel in accordance with Strategic Policy SP.5 and Policy T.4 of the Local Plan.

44. Lighting

No above ground works shall take place until a lighting scheme, including floodlighting, security lighting and any illumination of the building at night, has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall include:

- i. functions of proposed lighting and the uses it supports e.g. for recreation facilities
- ii. a lux plan showing both proposed and existing retained light sources
- iii. details of time limits on lighting and hours of operation
- iv. details of how the lighting scheme will mitigate any potential biodiversity impacts arising from the installation or operation of the proposed lighting
- v. details of fixtures, any supporting structures and systems of control such as timers and sensors including surface finish and colour
- vi. details on colour temperature of the lighting and the associated public realm surfaces including reflectivity and glare

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure there is an appropriate level of residential amenity and appropriate features to conserve and enhance the amenity of neighbours and wildlife habitats in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, S.1 and S.12 of the Local Plan.

45. Wayfinding/Signage

At least six months prior to occupation details of a signage strategy for the site including wayfinding (including waymarking from point of arrival), street signage and traffic related signage has been submitted to and approved in writing by the Local Planning Authority in consultation with the Canal and River Trust. The strategy shall include locations and details of fittings and supporting structures. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure legibility of the site in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, S.1 and S.12 of the Local Plan.

46. Sustainable drainage systems

No development shall take place until details of a sustainable drainage system (SuDS) have been submitted to and approved in writing by the Local Planning Authority.

These shall include:

- i. coordination drawing illustrating how the systems work with paving, tree pits, planting design, building drainage and local authority drainage or water courses
- ii. details of permeable paving, green/blue roofs, rain gardens, swales, water collection and attenuation storage
- iii. details of the interconnected system of sustainable drainage features, identifying pathway of surface water, attenuation volumes and operation in both normal rainfall and flood conditions
- iv. details of associated planting, substrate and drainage design, including appearance of any visible elements
- v. management and maintenance proposals for the sustainable drainage system

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Strategic Policy SP.5 and Policy S.4 of the Local Plan.

Pre-commencement justification: This pre-commencement condition is necessary to avoid flood risk and ensure sufficient mitigation is sufficient and implemented.

47. Trees – prior to construction

No development shall take place (including demolition, ground works, vegetation clearance) shall take place until an Arboricultural Method Statement and a Tree Protection Plan in accordance with British Standard BS5837:2012 (Trees in relation to design demolition and construction) have been prepared by a qualified arboriculturalist and submitted to and approved in writing by the Local Planning Authority.

The Arboricultural Method Statement (AMS) shall include:

- i. schedule of trees to be removed or retained and details of any proposed tree works including topping or lopping
- ii. details of replacement tree planting where necessary
- iii. analysis of the tree root system including any existing surface constraints
- iv. full details and plans demonstrating how trees to be retained shall be protected during construction work including all trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed.
- v. details of planned visits and training carried out by suitably qualified arboriculturalist
- vi. details of related works (including levels) in vicinity to the tree root system including surfaces and edging, below ground services, and any associated measures to protect the root system
- vii. details of any mitigating improvements to promote existing tree health

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure that the development will not have an adverse effect on existing trees and to maintain the character and visual amenity within the locality in accordance with Strategic Policies SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, S.1 and S.9 of the Local Plan.

Pre-commencement justification: It is necessary to secure these details prior to the commencement of the development to ensure that the works do not have an adverse impact on existing trees.

48. Green roofs/Green walls

No above ground works shall take place until full details of green roofs and green walls in the area/s indicated on the approved drawings have been submitted to and approved in writing by the Local Planning Authority. All green roofs should meet the minimum substrate depth requirements of the GRO Code 2021 and should take account of the policy objective for biodiversity net gain.

The details shall include:

- i. coordination drawing showing the locations of green roofs/walls and integration with the building design, maintenance access including detail of substrate and species proposals
- ii. details of substrates including depth and profile
- iii. full details of planting/seeding with species and density
- iv. a detailed scheme of maintenance including irrigation system (where an irrigation system is part of the design)
- v. details of associated ecological enhancements such as deadwood habitat, bird boxes, etc.
- vi. details of access and safety precautions during maintenance operations
- vii. sections at a scale of 1:20 with manufacturer's details demonstrating the construction and materials used and showing a variation of substrate depth (where applicable)
- viii. details of arrangements of and interfaces with all rooftop mechanical elements or structures including solar panels

Upon completion, the green roof should be inspected by an independent, suitably qualified and experienced person (e.g. chartered landscape architect or chartered ecologist with experience of green roofs), to confirm that that specifications provided in response to the condition are met. A report with photographs, confirming substrate depth, seeding/planting and other relevant details should be provided to the Local Planning Authority and approved in writing.

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

49. Ecology – ecological enhancement

No above ground works shall take place until a scheme of ecological enhancement has been submitted to and approved by the Local Planning Authority.

This scheme shall include details of:

- i. measures specifically to address retention and enhancement of the site's ecological connectivity through ecological corridors and networks based on Phase 1 habitat survey and any further recommended surveys
- ii. appropriate ecological enhancements including any mitigation measures and compensatory habitat creation
- iii. works to all areas of retained habitat and enhancement areas
- iv. a scheme for human access restrictions to the retained and created habitats
- v. coordination drawing of all biodiversity enhancements including, but not limited to, bird and bat boxes, swift and bee bricks and hedgehog connectivity, with specifics on the species anticipated to use these elements based on the ecological strategy and survey

The development shall not be occupied/used until the scheme has been implemented in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To preserve and enhance biodiversity in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.2, BN.3, BN.4, S.4 and S.9 of the Local Plan.

50. Ecology – BNG

No above ground works shall take place until a Biodiversity Net Gain (BNG) Plan has been submitted to and approved in writing by the Local Planning Authority. The BNG Plan shall target how a net gain in biodiversity will be achieved through a combination of on-site and/or off-site mitigation.

The BNG Plan shall include:

- i. a hierarchical approach to BNG focussing first on maximising on-site BNG, second delivering off-site BNG at a site(s) of strategic biodiversity importance, and third delivering off-site BNG locally to the application site
- ii. full details of the respective on and off-site BNG requirements and proposals resulting from the loss of habitats on the development site utilising the latest appropriate DEFRA metric
- iii. identification of the existing habitats and their condition on-site and within receptor site(s)
- iv. habitat enhancement and creation proposals on the application site and/or receptor site(s) utilising the latest appropriate DEFRA metric
- v. a Landscape and Ecological Management Plan (LEMP) including implementation, management and monitoring operations with identified responsible bodies, for a period of 30 years for on and off-site proposals as appropriate

The approved BNG Plan shall be implemented in full and subsequently managed and monitored in accordance with the approved details. Monitoring data as appropriate to criterion v. shall be submitted to the Local Planning Authority for approval in writing in accordance with the latest DEFRA guidance and the approved monitoring period/intervals.

Reason: To provide ecological enhancements in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.2, BN.3, BN.4, S.4 and S.9 of the Local Plan.

51. Landscape management plan

No above ground works shall take place until a landscape management plan, including implementation plan, long term design objectives and management responsibilities for all landscape areas (including communal growing areas, public events areas), and schedule of landscape maintenance for a minimum period of 5 years has been submitted to and approved in writing by the Local Planning Authority. The management plan shall also consider biosecurity issues in relation to plant replacement and sustainability in relation to water usage and irrigation. The landscape management shall be carried out in accordance with the approved details.

Reason: To ensure the landscape is maintained to a high standard and to protect the visual amenity of the area in accordance with Strategic Policy SP.3 and Policies BN.1 and BN.4 of the Local Plan.

52. Designing Out Crime

The development shall not be commenced until details of the 'Secured by Design' measures to be incorporated into the development have been submitted to and approved in writing by the Local Planning Authority (in consultation with the Metropolitan Police). The details shall demonstrate how the development incorporates the principles and practices of Secured by Design. Once approved, the development shall be carried out and retained in accordance with the approved details.

Reason: To ensure that Developments are safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF and London Plan Policy 7.3.

Pre-commencement justification: It is necessary to secure these details prior to the commencement of the development to ensure that the development is safe for future occupants and meets Secure by Design Standards.

53. Fire safety

Prior to commencement of superstructure works, evidence shall be submitted to the Local Planning Authority that Gateway 2 Approval has been secured in respect of Fire Safety.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with London Plan Policy D12.

54. Flood Risk Assessment and Finished Floor Levels

Prior to commencement of the ground floor slab, the applicant shall submit a design to the LPA for approval in consultation with the Environment Agency to demonstrate how the internal finished floor levels at ground floor level will be set to the lesser of:

- a) 300mm above the approved Flood Design Level for the 1 in 100yr +17% climate change allowance level for the Ardent Hydrological Model for the Hackney Wick area (or other model as approved by the Environment Agency); or
- b) 600mm above the approved Flood Design Level for the 1 in 100yr +20% climate change allowance level for the 2014 Aecom Hydrological Model for the Hackney Wick area.

PRIOR TO OCCUPATION OF THE DEVELOPMENT

55. Archaeology - Stage 1 and Stage 2

No demolition or development of the relevant phase of the development shall take place until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the Local Planning Authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place on that land prior to the written approval of the stage 2 WSI by the local planning authority. The Stage 2 WSI must include:

1. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works.
2. Where appropriate, details of a programme for delivering related positive public benefits.
3. 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 WSI.

No demolition or development shall take place other than in accordance with the agreed stage 2 WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

Reason: To preserve the local archaeological interest in accordance with Policy BN.13 of the Local Plan (2020).

Pre-commencement reason: The Written Scheme of Investigation must be agreed prior to commencing development to ensure that the archaeological properties of the sites are not affected by construction.

56. Flood Warning and Evacuation Plan

Prior to the occupation of the development hereby approved a Flood Warning and Evacuation Plan (FEP) shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include a) a flood evacuation plan for the building; b) a copy of the literature to be distributed/displayed about the EA flood warning/alerts registration and personal flood action plan. The approved FEP and literature shall be relayed to all users at the site and shall be implemented for the life of the development. The FEP shall be reviewed at intervals not exceeding 3 years and will form part of the Health & Safety Register maintained by the building owner/management company.

Reason: To ensure safety in the event of a flood.

57. Operational Waste Management Plan

Prior to the occupation of the development hereby permitted, an Operational Waste Management Plan (OWMP) shall be submitted to and approved in writing by the Local Planning Authority.

The OWMP shall include details to verify that the spatial provision, and arrangements for managing waste on the site meet the requirements of the Hackney waste guidelines. The OWMP shall include objectives and targets for waste reduction and recycling and how these will be achieved along with details of waste segregation, storage, waste collection and transfer, onsite waste treatment, provisions for offsite waste treatment and duty of care requirements. The development shall be operated in accordance with the agreed details.

Reason: To ensure suitable provision for the occupiers of the development and to encourage the sustainable management of waste.

58. Landscaping

Prior to the occupation of the development hereby permitted, full details of a landscaping scheme (to include information on heritage interpretation, surface materials, boundary treatments, rain gardens and the type, location and proposed root protection of new vegetation) shall be submitted to and agreed in writing by the Local Planning Authority. Thereafter the development should be carried out and maintained fully in accordance with the approved details.

Reason: To ensure the satisfactory appearance of the development, to safeguard historic landscaping features, and the safety of waterway users, and to enhance the natural environment of the Lee Navigation.

59. Lighting (Canal & River Trust)

Prior to the occupation of the development hereby permitted, details of the proposed lighting strategy, to include a lux plan that includes light impacts on the Lee Navigation, shall be submitted to and approved in writing by the Local Planning Authority, and the lighting scheme shall be installed and retained in accordance with the approved submitted details.

Reason: In order to prevent the development having any adverse impact on the biodiversity of the Lee Navigation by way of light pollution.

60. Thames Water – Network

No development shall be occupied until confirmation has been provided to the Local Planning Authority that either:

- all water network upgrades required to accommodate the additional demand to serve the development have been completed; or
- a development and infrastructure phasing plan has been agreed with Thames Water to allow development to be occupied.

Where a development and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.

Reason: To ensure that there is sufficient water pressure and network reinforcement works to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development

61. Car Parking Management Plan

Prior to the first occupation/use of the development hereby approved, a Car Park Management Plan (which shall set out how the blue-badge parking is managed, operated and monitored including how residents holding a blue-badge will be allocated a parking space) shall be submitted to and approved in writing by the Local Planning Authority.

The blue badge parking shall thereafter be operated in accordance with the approved plan.

Reason: To ensure proper management and to secure details of allocation of blue-badge space(s).

62. Landscape implementation

All hard and soft landscape works shall be carried out in accordance with the approved landscape details by no later than the end of the planting season following completion of the development or prior to the first occupation of the development, whichever is sooner. Any existing retained or proposed trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. Planting shall comply to biosecurity requirements and BS:4428 Code of practice for general landscaping operations, BS:3936 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.'

Reason: To ensure that the landscaping is carried out within a reasonable period, to ensure new planting becomes established and to maintain a high quality of visual amenity within the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4 and BN.8 of the Local Plan.

63. Noise Management Plan

Prior to the first occupation of any Class E(a) or (b) use within the development, a Noise Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The Noise Management Plan shall demonstrate how neighbouring amenity will be protected from potential adverse noise impacts. The development shall be carried out and retained in accordance with the approved plan.

Reason: To protect amenity and in accordance with policy BN.11 of the Local Plan.

64. Noise Management Plan – External Roof Terraces

Prior to operation of the development, a detailed Noise Management Plan for the external roof terrace shall be submitted to the local planning authority for approval, which sets out measures that will be implemented to avoid adverse noise impacts on surrounding noise sensitive receptors. The Noise Management Plan should include details of appropriate noise limits along with a robust monitoring strategy. Should there be any exceedance of the noise limits, the Noise Management Plan should be reviewed. If updates are required to the mitigation measures, the updated Noise Management Plan should be submitted to the local planning authority for approval.

Reason: To protect amenity and in accordance with policy BN.11 of the Local Plan.

65. Hours of operation – Use Class E (a) or (b)

Details of hours of operation for all uses falling within E(a) or (b) of the Use Classes Order 1987 (as amended) (or any subsequent replacement order) shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of any such use. The use shall only operate in accordance with the approved hours of operation.

Reason: In the interests of amenity and in accordance with policy BN.11 of the Local Plan.

66. Travel Plans

The development shall not be occupied/used until final Travel Plans have been submitted to and approved in writing for the shared living and commercial elements of the development. The approved travel plans shall be implemented upon first occupation/use of the relevant part(s) of the development, and thereafter for the life of the development.

At the start of the second year of operation of the approved Travel Plan a detailed survey showing the methods of transport used by all those users of the building to and from the site and how this compares with the proposed measures and any additional measures to be taken to encourage the use of public transport, walking and cycling to the site shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To encourage sustainable means of travel and in accordance with policies 6.3, 6.9, 6.10 and 6.13 of The London Plan and policies T.4, T.7, T.8 and T.9 of the Local Plan.

67. Delivery and Servicing Management Plan

The development shall not be occupied/used until a final delivery and servicing management plan (DSMP) detailing how all elements of the development are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP.

The approved details shall be implemented from first occupation of that part of the development and thereafter for the life of the development.

Reason: In the interests of highway and pedestrian safety and residential amenity making adequate provision for deliveries and servicing and encouraging sustainable delivery methods in accordance with Policy T4 of the Local Plan 2020.

68. BREEAM

Within six months of first occupation/use of the development, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) which demonstrates that a minimum of a 'Excellent' rating has been achieved for the shared-living element and 'Outstanding' for the commercial element shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be retained otherwise than in accordance with any such approval given.

If the 'Excellent' rating for the shared-living or 'Outstanding' rating for the commercial element has not been met then details shall be provided of the additional mitigation measures that must be undertaken and a programme for their implementation.

Any additional mitigation measures shall be implemented in accordance with the approved programme.

Reason: To ensure that high standards of sustainability are achieved and in accordance with policies 5.2, 5.3, 5.4A, 5.6, 5.7 and 5.9 of The London Plan and policies S.2 and S.3 of the Local Plan.

69. Verification Report

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 report demonstrating completion of works set out in the remediation implementation and verification method statement, has been submitted to and approved in writing by the Local Planning Authority.

If the verification report identifies a requirement for long-term monitoring and maintenance (including contingency action) to ensure the effectiveness of the remediation measures implemented, then an addendum verification report(s) shall be submitted to and approved in writing by the Local Planning Authority. Long-term monitoring and maintenance elements of the verification report 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.

70. Infiltration Drainage

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 be submitted to and approved in writing to the Local Planning Authority to demonstrate that there is no unacceptable risk to controlled waters from contamination.

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

Reason: To safeguard controlled waters.

71. Photovoltaic Panels

Within three months of first occupation/use of the development, evidence that the photovoltaic panels have been installed and are operational shall be submitted to and approved in writing by the Local Planning Authority. The photovoltaic panels shall thereafter be permanently retained in accordance with the approved details.

Reason: In the interests of sustainability and to ensure that the development secures the renewable energy targets set out in the energy statement and in accordance with policy S.2 the Local Plan.

72. Odour, ventilation, heat recovery and extraction

Full details of the methods for odour control, ventilation, heat recovery, and extraction shall be submitted to, and approved in writing by the local planning authority, prior to the first use of any Class E (a) or (b) activities at the site. The development shall be carried out and retained in accordance with any approved details.

Reason: To ensure that the potential for nuisance odours is minimised and to protect neighbouring amenity, in accordance with policy BN.1 of the Local Plan.

73. Advertisements – Restrictions

Notwithstanding the provisions of the Town and Country Planning (Control of Advertisements) (England) Order 2007, no external advertisements are permitted to be displayed as part of the development without the prior written consent of the Local Planning Authority.

Reason: To protect the external appearance and design quality of the development.

74. Artwork Details Condition

Within 12 months of commencement of the development hereby permitted the applicant shall submit to the Local Planning Authority, for its written approval, a finalised Local Street Art Strategy (as per the Local Street Art Programme, dated May 2024). A competitive process shall be carried out in the procurement of an artist. The development shall not be occupied/used until the approved Local Street Art Strategy has been implemented in full; and the agreed measures shall be retained for the lifetime of the development

Reason: To ensure a development with a high quality external appearance, in the interest of enhancing the visual amenity of the area.

75. Safeguarding of Land for River Wall Extension

No development or works will be carried out on the safeguarded land (as per the Floodrisk Technical Note, dated November 2024) other than landscaping and repair works and to ensure that it remains otherwise clear and available for any modifications to the flood defence.

Reason: To ensure the development does not prohibit the delivery of strategic flood management infrastructure

Informatives

1. Thames Water Infrastructure

The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://www.thameswater.co.uk/developers/larger-scaleddevelopments/planning-your-development/working-near-our-pipes> Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

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

The applicant has been kept informed of the progress of the application and has been given the opportunity to respond to and address any problems arising.

Dated this: XX-XXX-XXXX



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

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
- * If you want to appeal then you must do so within **SIX months** of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE weeks** of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

To make an appeal online, please use www.gov.uk/appeal-planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notice

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

