

DATED 21 January **2020**

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
(2) MCGRATH BROS. WASTE CONTROL (HACKNEY) 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 3-13 Hepscoth Road, London, E9 5HB

CONTENTS

Clause		Page
1	INTERPRETATION	5
2	EFFECT OF THIS AGREEMENT	11
3	CONDITIONALITY	12
4	THE DEVELOPER'S COVENANTS WITH THE LPA	13
5	THE LPA'S COVENANTS WITH THE DEVELOPER	13
7	MORTGAGEE	14
7	NOTICES	14
8	SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	15
9	VERIFICATION AND ENFORCEMENT	15
10	DISPUTE RESOLUTION	15
11	NO WAIVER	16
12	DUTY TO ACT REASONABLY AND IN GOOD FAITH	16
13	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	16
14	THE LPA'S COSTS	16
15	FINANCIAL CONTRIBUTIONS AND INDEXATION	17
16	INTEREST	17
17	JURISDICTION AND LEGAL EFFECT	17
18	EXECUTION	17
	SCHEDULE 1 - AFFORDABLE HOUSING	17
	SCHEDULE 2 - VIABILITY REVIEW	30
	SCHEDULE 3 - TRANSPORT	43
	SCHEDULE 4 – ROACH POINT BRIDGE	45
	SCHEDULE 5 - CREATIVE, EMPLOYMENT, COMMERCIAL AND COMMUNITY	47
	SCHEDULE 6 - SUSTAINABILITY	50
	SCHEDULE 7 - DESIGN AND HERITAGE	52
	SCHEDULE 8 - ESTATE MANAGEMENT	55
	SCHEDULE 9 - PUBLIC OPEN SPACE AND PLAY AREAS	57
	APPENDIX 1 - PLANS	62

APPENDIX 2 – DRAFT PLANNING PERMISSION

62

APPENDIX 3 – PREFERRED AFFORDABLE HOUSING PROVIDERS

63

THIS AGREEMENT is made on

21 January

2020

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA"); and
- (2) **MCGRATH BROS. WASTE CONTROL (HACKNEY) LIMITED** (Company Registration Number 08443231) of ~~McGrath Works, Prescott Road, Hackney Wick, London E9 5HH~~ (the "Owner").
3rd floor, Sterling House, Langston Road, Loughton, Essex, IG10 3TS

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 Number EGL152073 relating to the Site.
- (C) The Planning Application was validated by the LPA on 9 November 2016.
- (D) On 22 May 2018 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (E) 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.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act 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
"Affordable Housing"	has the meaning ascribed to it in Schedule 1
"Additional Affordable Housing Units"	means any Residential Units to be provided as additional Affordable Housing pursuant to Schedule 2
"Affordable Housing Units"	means the Baseline Affordable Housing Units together with the Additional Affordable Housing Units
"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
"Baseline Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing pursuant to Schedule 1
"Building"	means a building or block comprised in the Development as shown drawing number 1186-PL-001 marked 'Plan A' attached at Appendix 1 to this Agreement and "Buildings" shall be construed as more than one such building
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than Preparatory Works and " Commence " and " Commenced " shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"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 " 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 Tower Hamlets and its successor in function

"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 10 to determine a Dispute
"First Occupation"	means first Occupation of the relevant Phase of the Development or any part thereof and " First Occupied " shall be construed accordingly
"GLA"	means the Greater London Authority or its successor 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 such alternative construction related index agreed by the LPA and the Developer
"Indexed"	means in relation to a sum that it is to be increased in accordance with Clauses 15.2 and/or 15.3
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Local CHP Plant"	means the energy centre approved as part of the Development
"Non Residential Unit"	means a unit provided as part of the Development falling within Use Class A1, A3, A4, B1
"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 either one of them
"Phase"	means a phase forming part of the Development as shown on the Phasing Plan
"Phasing Plan"	means drawing number 1186 PL 001 marked "Plan B" attached at Appendix 1 of this Agreement

"Planning Application"

means the application for hybrid planning permission submitted to the LPA and given reference number 16/00451/OUT by the LPA for the comprehensive mixed use redevelopment of the site in up to 4 phases / places comprising up to 39 new/refurbished buildings / blocks comprising 62,607sqm (GIA), ranging from 1 to 8 storeys, to provide the following mix of land uses: up to 475 Residential Units (up to 51,758sqm GIA) (Use Class C3); up to 10,849sqm GIA of commercial and community uses (Use Classes A, B and D); provision of new open spaces, canalside park, internal pedestrian and vehicular access routes, car parking, motorcycle parking and cycle parking.

Detailed element: Application for full planning permission for phases/zones 1 (part of), 2, 3 and 4 to provide 36 no. buildings, including retention of buildings G1-G5, comprising 57,166.50sqm (GIA) to provide 435 Residential Units (Use Class C3) (47,758.20sqm GIA); 9,408.3sqm commercial floorspace, to include 6,583.3sqm NIA B1 use (offices, incubator space, light industrial workshops, studios and micro-brewery; 1,408.9sqm (NIA) Retail, food and drink uses (Use Classes A1, A2, A3, A4); 421.8sqm NIA Class D1 gallery space; New open spaces and landscaping, internal pedestrian and vehicular access routes; car, motorcycle and cycle parking; associated site works.

Outline element: Application for outline planning permission for phase 1 (eastern part only) (with all matters reserved except access) for up to 3 adjoining buildings, to provide up to 40 Residential Units (between but not exceeding 4,042.30sqm and 6,199.10sqm GIA; Commercial floorspace (Use Class B1) not exceeding 1,047.5sqm (NIA); Local retail and food and drink uses (Class A1, A3) not exceeding 217.3sqm (NIA); Class D1 and D2 floorspace not exceeding 176sqm; Creation of northern bridge approach, abutments for new Canal Crossing; provision of new open spaces and landscaping, associated site works

"Planning Permission"

means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 2 of this Agreement

"Preparatory Works"

means the following enabling works:

- (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) demolition of existing buildings On Site;
- (e) the erection of hoardings or other means of enclosure for site security operations;
- (f) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development;
- (g) (so far as is necessary) the creation of temporary access to the Site; and
- (h) (so far as is necessary) the diversion of services

"Private Residential Units"

means the 310 Residential Units (comprising 866 habitable rooms) which are not Affordable Housing Units

"Reasonable Endeavours"

means that it is agreed by the Parties that the Developer 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 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

"Residential Unit"

means a residential unit provided as part of the relevant Phase of the Development

"Site"

means the land shown edged red on drawing 1186-PL-001 marked 'Plan C' attached at Appendix 1 to this Agreement

- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 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.
- 1.3 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 10 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.

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;
 - 2.4.2 individual occupiers of the Affordable Housing Units and their individual mortgagees and chargees;
 - 2.4.3 individual owners and occupiers of the Private Residential Units and their individual mortgagees and chargees;
 - 2.4.4 individual occupiers or lessees of individual Non Residential Units who are in physical Occupation of such units;
- 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, 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 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 and/or section 106A 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 following provisions which shall come into effect immediately upon completion of this Agreement:

- (a) Clauses 1, 2, 3, 4.1.1, 4.1.2, 4.1.3, 4.2, 5.1, 5.2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18;
- (b) paragraph 2.1 of Schedule 3;
- (c) paragraph 2.1, 3.1 and 4.1 of Schedule 3
- (d) paragraph 4.1 of Schedule 4;
- (e) paragraphs 2.1 and 3.1 of Schedule 5
- (f) paragraph 2.1 and 4.1 of Schedule 6
- (g) paragraph 4.1 of Schedule 7

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 shall 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 including the Schedules hereto;
 - 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.
- 4.2 The Developer covenants with the LPA that at the date of this Agreement it is both the legal and equitable owner of the freehold interests in the Site registered at the Land Registry with Title Number EGL152073.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

- 5.1 The LPA covenants with the Developer to grant the Planning Permission on the same day as the date of this Agreement.
- 5.2 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.
- 5.3 Subject to Clauses 5.6 and 5.7, 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.
- 5.4 Subject to paragraph 5.5 and 5.6, 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.
- 5.5 Subject to paragraph 5.5 and 5.6, the LPA covenants with the Developer that it will repay to the Developer (or the person who made the payment if not 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 PROVIDED THAT no such obligation to repay shall apply to the LPA's monitoring fee payable pursuant to clause 14.1.2.
- 5.6 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 Clauses 5.3 to 5.4 shall cease to apply in respect of those monies.

5.7 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.6 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be:

5.7.1 applied by that Other Statutory Authority for the purposes for which they have been paid; and

5.7.2 repaid to the Developer (or the person who made the payment if not the Developer) if such monies have not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the Other Statutory Authority.

5.8 Without prejudice to paragraphs 5.5 and 5.6, the LPA shall upon receipt of the Cycle Hire Docking Station Contribution pay such sums to TfL and shall seek assurances from TfL that:

5.8.1 the Cycle Hire Docking Station Contribution shall be applied solely by TfL towards the provision of a new Cycle Hire Docking Station; and

5.8.2 if such sums are not committed to the provision of a new Cycle Hire Docking Station within 10 years of receipt any uncommitted sums shall be returned to the LPA

and thereafter the LPA's requirement to comply with Clauses 5.3 to 5.4 shall cease to apply in respect of those monies and the LPA shall apply any such monies towards the provisions of Affordable Housing in its administrative area.

6. MORTGAGEE

6.1 Any mortgagee shall be liable only for any breach of the provisions of this Agreement during such period as he is a mortgagee in possession of the Site.

7. NOTICES

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

7.1.1 if delivered by hand, the next Working Day after the day of delivery; and

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

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

LPA:

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

For the attention of: Anthony Hollingsworth

Owner: McGrath Bros. Waste Control (Hackney) Limited, c/o CJ
O'Shea and Company Ltd

Address: Unit 1 Granard Business Centre, burns Lane, Mill Hill.
London NW7 2DZ

For the attention of: Rory O'Connor

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

8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

8.1 Where in the opinion of the 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.

8.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the 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.

9. 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 seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

10. DISPUTE RESOLUTION

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

10.2 The Notice must specify:-

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

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

10.2.3 the proposed Expert.

10.3 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 10.7 provides otherwise) to nominate the Expert at their joint expense.

10.4 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.

10.5 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.

- 10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 10.7 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:-
- 10.7.1 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;
 - 10.7.2 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;
 - 10.7.3 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;
 - 10.7.4 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
 - 10.7.5 in all other cases, the President of the Law Society to nominate the Expert.

11. **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.

12. **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.

13. **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.

14. **THE LPA'S COSTS**

- 14.1 The Developer agrees that it will on completion of the Agreement pay:-
- 14.1.1 the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement) of £11,500;
 - 14.1.2 the sum of £2,700 being the LPA's fee for monitoring the Developer's compliance with the obligations contained in this Agreement

15. **FINANCIAL CONTRIBUTIONS AND INDEXATION**

15.1 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.

15.2 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 22 May 2018 until the date such sums are paid (unless otherwise stated in this Agreement) PROVIDED THAT no indexation shall apply to the LPA's monitoring fee payable pursuant to clause 14.1.2.

15.3 Save as otherwise expressly provided in this Agreement, 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 22 May 2018 until the date the sum or value falls to be considered or applied.

16. **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.

17. **JURISDICTION AND LEGAL EFFECT**

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

17.2 The provisions of this Agreement (other than this Clause 17.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

18. **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 London Affordable Rented Housing, Social 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 purchasers or renters 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 purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963)
- "Affordable Housing Plan"** means drawing number 1186-PL-008 marked 'Plan E' attached at Appendix 1 to this Agreement showing the location of the Baseline Affordable Housing Units Agreement as the same may be amended from time to time with the prior written approval of the LPA
- "Affordable Housing Contract"** means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider
- "Affordable Housing Management Scheme"** means a scheme specifying:-
- (a) management, maintenance and servicing arrangements for the Affordable Housing Units; and
 - (b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charges
- "Affordable Housing Provider"** means a provider of Affordable Housing approved in respect of the Development pursuant to paragraph 2.1 of this Schedule
- "CPI"** means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it
- "Default Notice"** means a notice in writing served on the LPA by the Chargee under paragraph 8.5.1(a) of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units
- "Eligibility Criteria"** means the household has a maximum annual income within the Lower Income Cap Targets or if paragraph 4.3.2 of this schedule applies a maximum annual income of £90,000 or such other maximum income as may be specified in the London Plan (and updated in the Annual Monitoring Report)

"Eligible Renter"	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report
"Grant Funding"	means any capital funding provided by the HCA, GLA or any other public body for the delivery of additional Affordable Housing in the Development
"Intention Notice"	means a notice in writing served on the Chargee by the LPA under paragraph 8.5.2 that the LPA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"Intermediate Housing"	means submarket housing which is above guideline target rents determined through the National Rent Regime but below open market levels and which housing includes schemes such as Shared Ownership Housing or London Living Rent Housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan (March 2016)
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is: <ul style="list-style-type: none"> (a) including Service Charges, up to 80 per cent of local market rents and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance
"London Affordable Rent Units"	means the Affordable Housing Units provided as London Affordable Rented Housing pursuant to the terms of this Schedule

"London Housing"	Living Rent	<p>means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:-</p> <ul style="list-style-type: none"> (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice (c) at rents not exceeding the relevant maximum rents published by the GLA annually and <p>under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above</p>
"Lower Income Cap Targets"		<p>means:-</p> <ul style="list-style-type: none"> (a) 30% of the Shared Ownership Units to be targeted to households with annual incomes of up to £50,000; (b) 30% of the Shared Ownership Units to be targeted to households with annual incomes of between £50,000 and £65,000; and (c) 40% of the Shared Ownership Units to be targeted to households with annual incomes of between £65,000 and £90,000
"Model Form of Lease"		means the model forms of lease for Shared Ownership Housing set out in the GLA's Capital Funding Guide from time to time
"Moratorium Period"		means, in each instance where a Chargee has served a Default Notice under paragraph 8.5.1(a), the period from (and including) the date of service on the LPA or deemed service pursuant to Clause 7.1 of the Default Notice to (and including) the date falling three months after such date of service or deemed service (or such longer period as may be agreed between the Chargee and the LPA)
"National Rent Regime"		means the regime under which the social rents of tenants of social housing are set, with particular reference to the DCLG's Guidance on Rents for Social Housing on the Rent Standard (May 2014) and the Welfare Reform Act (2016) (as the same may be amended or superseded)
"Perpetuity"		means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of an Affordable Housing Unit
"Preferred Affordable Housing Providers List"		means the list of affordable housing providers set out at Appendix 3
"Rent Reductions"		means where applicable the reduction of social housing rents by one per cent a year for four years and to 2020 pursuant to the Welfare Reform and Work Act 2016 the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016

"Rent Standard Guidance"	means the HCA's "Rent Standard Guidance" published in April 2015 or any successor guidance
"Rents and Nominations Agreement"	means the Council's standard rents and nominations agreement
"London Shared Ownership Housing"	<p>means housing offered to eligible purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):</p> <p>(a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and</p> <p>(b) in respect of the following sizes of units, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income):</p> <p>(i) one-bedroom: £55,000;</p> <p>(ii) two-bedroom: £71,000; and</p> <p>(iii) three-bedroom: £85,000</p>
"Shared Ownership Units"	means the Affordable Housing Units provided as London Shared Ownership Housing pursuant to the terms of this Schedule
"Social Rented Housing"	means rented housing for which guideline target rents are determined through the National Rent Regime
"Staircasing"	means the purchase by the owners of additional equity in a Shared Ownership Unit or shared equity unit
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"Tenure Blind"	means in relation to the Affordable Housing Units indistinguishable from Private Residential Units in terms of external design, external appearance and quality of external materials

2. AFFORDABLE HOUSING PROVIDER

2.1 Prior to the Commencement of Development the Developer shall notify the LPA of the identity Affordable Housing Provider for the Affordable Housing which shall either:

2.1.1 be taken from the Preferred Affordable Housing Providers List; or

2.1.2 be an alternative Affordable Housing Provider as proposed by the Owner and approved by the Council in writing.

2.2 The Developer shall notify the LPA of any changes to the Affordable Housing Provider PROVIDED that any alternative Affordable Housing Provider is selected in accordance with paragraphs 2.1.1 and 2.1.2 above.

3. BASELINE AFFORDABLE HOUSING PROVISION

3.1 Not less than 117 Residential Units (303 habitable rooms) shall be provided as Shared Ownership Units in accordance with the provisions of this Schedule.

3.2 Not less than 48 Residential Units (162 habitable rooms) shall be provided as London Affordable Rent Units in accordance with the provisions of this Schedule.

3.3 The Affordable Housing Units to be provided pursuant to paragraphs 3.1 and 3.2 above shall comprise the following unit size mix:-

	1 bedroom	2 bedroom	3 bedroom	4 bedroom	Total number of units	Total number of habitable rooms
Shared Ownership Units	61	48	7	1	117	303
London Affordable Rent Units	8	18	20	2	48	162

3.4 The Affordable Housing Units shall be provided in the agreed locations shown on the Affordable Housing Plan unless otherwise agreed in writing with the LPA and shall be Tenure Blind from the Private Residential Units.

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

3.5.1 are Completed and ready for Occupation; and

3.5.2 subject always to paragraph 3.7 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

3.6 Not more than 80 per cent (eighty per cent) of the Private Residential Units shall be Occupied until one hundred (100%) of the Affordable Housing Units:

3.6.1 are Completed and ready for Occupation; and

3.6.2 subject always to paragraph 3.7 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

3.7 In the event that the Developer is an Affordable Housing Provider paragraphs 3.5.2 and 3.6.2 shall not apply.

4. **AFFORDABILITY CRITERIA**

Shared Ownership Units

4.1 Without prejudice to paragraphs 4.2 and 4.3 the cost of rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the Greater London Authority from time to time in the London Plan (and updated in the Annual Monitoring Report) and it is acknowledged that at the date of this Agreement the applicable income threshold is £90,000 per annum.

4.2 Prior to the Completion of the first Shared Ownership Unit the Developer shall submit and obtain the approval of the LPA to a scheme containing the following information relating to all the Shared Ownership Units:

4.2.1 details of how rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units will be affordable to households with the Lower Income Caps Targets; and

4.2.2 details of how the Shared Ownership Units will be marketed to households in accordance with the Lower Income Caps Targets.

4.3 For a period commencing no later than the Completion of each Shared Ownership Unit until the end of the period of 6 months from the date of Completion of the relevant Shared Ownership Unit the Developer shall use Reasonable Endeavours to dispose of the Shared Ownership Unit to a household falling within the Lower Income Caps Targets and in accordance with the scheme approved pursuant to paragraph 4.2 above **PROVIDED THAT** if at the end of such period the relevant Shared Ownership Unit is not the subject of an accepted offer to purchase by a household falling within the Lower Income Caps Targets:

4.3.1 the Developer shall submit a written report to the LPA detailing the steps it has taken to fulfil its Reasonable Endeavours obligation; and

4.3.2 the relevant Shared Ownership Unit may thereafter be disposed of pursuant to paragraph 4.1 only.

Affordable Rent Units

4.4 The rent (exclusive of service charge) charged for the first letting of any London Affordable Rent Units shall not exceed the lower of:

4.4.1 the London Affordable Rent; and

4.4.2 80% of local market rent

applicable at the date of the first tenancy and rents during the period of any tenancy shall be subject to the Rent Standard Guidance and any Rent Reductions.

4.5 The rents (exclusive of service charge) on subsequent lettings and tenancy renewals of any London Affordable Rent Units (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the lower of:

4.5.1 London Affordable Rent; and

4.5.2 80% of local market rent

applicable at the date of the relevant letting or renewal unless otherwise agreed in writing with the LPA, and rents during the period of any tenancy shall be subject to Rent Setting Guidance and any Rent Reductions.

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

5.1 No Shared Ownership Unit provided under the terms of this Schedule shall be disposed of to a household which does not meet the applicable Eligibility Criteria.

5.2 No London Affordable Rent Unit provided under the terms of this Schedule shall be Occupied other than as an London Affordable Rent Unit in Perpetuity and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting.

6. **GRANT FUNDING**

6.1 The Developer shall:-

6.1.1 use Reasonable Endeavours to secure Grant Funding to increase the proportion of affordable housing above 35% (by habitable room);

6.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;

6.1.3 if Grant Funding is secured, notify the LPA as to the quantum, tenure and proposed location of the additional Affordable Housing to be provided in the Development.

6.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to paragraph 6.1 above.

6.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the Development with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.

6.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Developer shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or the date of Substantial Implementation notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "**Grant Funded Unit**").

6.5 In respect of the disposal of any Grant Funded Unit to a person which meets the Eligibility Criteria the purchase price of the initial share shall not exceed eighty five per cent (85%) of the market value of that unit on the assumption that it is a Private Residential Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.

6.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's administrative area.

7. WHEELCHAIR AFFORDABLE HOUSING UNITS

7.1 The Developer shall:-

- 7.1.1 provide not less than 10% of the Baseline Affordable Housing Units as accessible or easily adaptable dwellings for wheelchair users across all unit sizes and tenures (the "**Wheelchair Affordable Housing Units**");
- 7.1.2 not Commence Development until details of the location of the Wheelchair Affordable Housing Units (including 1:50 floor plans of the proposed units) have been submitted to and approved by the LPA;
- 7.1.3 notify the LPA at least 6 months prior to Completion of each Wheelchair Affordable Housing Unit and thereafter from the date of such notification until the date of Completion of such unit:
 - (a) only market the Wheelchair Affordable Housing Unit to households which include a wheelchair user; and
 - (b) use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user

PROVIDED THAT in the event that any such unit has either not been sold or a tenancy has not been granted to a household including a wheelchair user by the date of Completion of the Wheelchair Affordable Housing Unit and evidence of the same has been provided to and approved by the LPA then the Developer shall be entitled to market, let or sell (as appropriate) that unit to any household

7.2 For each and every subsequent letting of a Wheelchair Affordable Housing Unit, the Developer shall:

- 7.2.1 actively market the unit as a Wheelchair Affordable Housing Unit;
- 7.2.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user and which (in the case of a Shared Ownership Unit only) meets the Eligibility Criteria, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 7.2.3; and
- 7.2.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user and which (in the case of a Shared Ownership Unit only) meets the Eligibility Criteria, 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 paragraph 7.2.1 and 7.2.2) 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 Affordable Housing Units.

8. GENERAL

8.1 The Developer shall ensure that:

- 8.1.1 the design construction and layout of the Affordable Housing Units meets the London Mayor's Housing Supplementary Planning Guidance on Housing (March 2016);
- 8.1.2 the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to:

- (a) deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract; and
- (b) advertise and allocate the Shared Ownership Units via the GLA's London-wide First Steps platform.

8.2 No Affordable Housing Unit shall be Occupied until an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and thereafter:

8.2.1 the Affordable Housing Management Scheme shall be implemented; and

8.2.2 the Affordable Housing Units shall be managed, maintained and marketed (including the levying of service charge and any estate or other charges) in accordance with the approved Affordable Housing Management Scheme.

8.3 In the event that paragraph 3.7 applies the Affordable Housing Provider shall comply with paragraphs 8.1.2(a) and 8.1.2(b) in the absence of an Affordable Housing Contract.

8.4 The provisions of this Schedule will not bind:-

8.4.1 subject to paragraph 8.5 of this Schedule any mortgagee or chargee of the Affordable Housing Provider nor any mortgagee or charge of the owner for the time being of any leasehold interest in any of the Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise appointed by such mortgagee or chargee of such Affordable Housing Provider or owner nor any administrator howsoever appointed including a housing administrator and who exercises any power of sale (a "**Chargee**");

8.4.2 any Shared Ownership Unit where one hundred per cent of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;

8.4.3 any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;

8.4.4 any completed Affordable Housing Units where a Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or

8.4.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 8.4.1 to 8.4.4.

8.5 Paragraph 8.4.1 of this Schedule is subject to the following:

8.5.1 The relevant Chargee must:

- (a) serve a Default Notice on the LPA by delivery by hand to the LPA's offices at the LPA's address specified at Clause 7.2 between 09:00am and 17:00pm or using first class registered post to the LPA's offices at the same address in either case addressed to the Director of Planning Policy and Decisions of the LPA prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
- (b) when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

- (c) subject to paragraph 8.5.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 8.5.3 below.
- 8.5.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the LPA may serve an Intention Notice on the Chargee.
- 8.5.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will grant the LPA (and/or the LPA's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units ("**Option**") which shall contain the following terms:
- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - (b) the price for the sale and purchase will be agreed in accordance with paragraph 8.5.4.(b) below or determined in accordance with paragraph 8.5.5 below;
 - (c) provided that the purchase price has been agreed in accordance with paragraph 8.5.4(b) below or determined in accordance with paragraph 8.5.5 below, but subject to paragraph 8.5.3(d) below, the LPA (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - (d) the Option will expire upon the earlier of (i) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - (e) any other terms agreed between the parties to the Option (acting reasonably).
- 8.5.4 Following the service of the Intention Notice:
- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the LPA (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - (b) the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule; and
 - (ii) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

- 8.5.5 On the date falling 10 Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 8.5.4(b)(i) above:
- (a) the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - (b) if, on the date falling 15 Working Days after service of the Intention Notice, the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 8.5.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;
 - (d) the independent surveyor shall act as an expert and not as an arbitrator;
 - (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - (f) the independent surveyor shall make his/her decision and notify the LPA, the LPA's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 8.5.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:
- (a) the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - (b) the LPA (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - (c) the LPA (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 8.5.7 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 8.5.1 to 8.5.6 above (inclusive).

- 8.6 The Developer will procure that the transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Shared Ownership Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.
- 8.7 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation on the Affordable Housing Provider to itself perform the obligation in question.
- 8.8 No London Affordable Rent Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of the London Affordable Rent Units and evidence thereof has been provided to and approved in writing by the LPA.

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

"Actual Build Costs"

means the actual build costs comprising demolition, construction and external works of the Development incurred at the relevant Review Date supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:

- (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

and building costs excludes all internal costs of the Developer including but not limited to:

- (a) project management costs;
- (b) overheads and administration expenses;
- (c) professional, finance, legal and marketing costs

to be assessed by the LPA

"Additional Affordable Housing"

means Affordable Housing to be provided as part of the Development in addition to the Baseline Affordable Housing Units pursuant to the terms of this Schedule and which shall be subject to the Affordable Housing Cap

"Additional Affordable Housing Contribution"

means any additional affordable housing contribution that may be payable in accordance with the provisions of this Schedule and Formula 3 and that is subject to the Advanced Stage Affordable Housing Cap

"Additional Affordable Housing Scheme"

means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review or Development Break Review concludes that Additional Affordable Housing is capable of being provided within the Development or if the Developer notifies the LPA it wishes to exercise the Affordable Housing Option and which:

- (a) confirms which previously intended Private Residential Units are to be converted into Additional Affordable Housing Units;
- (b) shows the location, size and internal layout of each Additional Affordable Housing Unit with reference to plans and drawings approved as part of the Planning Application;
- (c) ensures that at least 10% of the Additional Affordable Housing Units is accessible or easily adaptable for

	wheelchair users across all tenures and unit sizes;
	(d) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;
	(e) in respect of an Early Stage Review or Development Break Review identifies any Partial Unit Contribution
"Advanced Stage Affordable Housing Cap"	means a sum calculated in accordance with Formula 4
"Affordable Housing Cap"	means 50 per cent of the Residential Units provided as Affordable Housing Units in a 60% (London Affordable Rented Housing/Social Rented Housing) 40% (Intermediate Housing) tenure split
"Affordable Housing Option"	means the provision of additional Affordable Housing Units resulting in 50% of the Residential Units by habitable room being provided as Affordable Housing Units in a 35% (London Affordable Rented Housing/Social Rented Housing) 65% (Intermediate Housing) tenure split
"Application Stage Build Costs"	means £158,365,560 (ONE HUNDRED AND FIFTY EIGHT MILLION THREE HUNDRED AND SIXTY FIVE THOUSAND FIVE HUNDRED AND SIXTY POUNDS) being the cost of demolition, construction, external works and assumed contingency allowance
"Average Affordable Housing Values"	means the average value of Affordable Housing Unit floorspace per square metre within the Development at the Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value
"Average Private Residential Values"	means the average value of Private Residential Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and Estimated GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value and PROVIDED FURTHER THAT where bulk sales of more than one Private Residential

Unit are concluded then details of any such bulk sales (how many units and the scale of any discounts) shall also be provided.

"Breakeven GDV"

means the estimated gross development value being £260,300,000 (TWO HUNDRED AND SIXTY MILLION THREE HUNDRED THOUSAND POUNDS)

"Component of Development"

means a part of the Development including but not limited to:

- (a) Private Residential Unit;
- (b) Affordable Housing Unit;
- (c) Non-Residential Unit
- (d) any other floorspace;
- (e) property;
- (f) land;
- (g) any other component at the Development

"Development Break"

means a continuous period of 12 months or more after the Substantial Implementation Long Stop Date or after the agreement of an Early Stage Review (whichever takes place first) in which no material construction works take place to materially progress the Development

"Development Break Review"

means the upwards only review of the financial viability of the Development at the Planned Resumption Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development

"Development Break Review Submission"

means the following information to be submitted by the Developer to the LPA on an open book basis:

- (a) the applicable Development Viability Information;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and
- (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme

"Development Viability Information"

means the following information:

- (a) Review Stage GDV;
- (b) Estimated GDV;
- (c) Average Private Residential Values;

- (d) Average Affordable Housing Values;
- (e) Actual Build Costs;
- (f) Estimated Build Costs;

AND including in each case supporting evidence to the LPA's reasonable satisfaction

"Early Stage Review"

means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development

"Early Stage Review Submission"

means the following information to be submitted by the Developer to the LPA on an open book basis:

- (a) the applicable Development Viability Information; and
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and
- (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme.

"Estimated Build Costs"

means the estimated build costs of the Development remaining to be incurred at the relevant Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant including construction and external works and which take into account and are in accordance with the Actual Build Costs to be assessed by the LPA

"Estimated GDV"

means the estimated Open Market Value of all the remaining Components of the Development not disposed of at the relevant Review Date based on the relevant information used to assess the Review Stage GDV together with detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

"Formula 1"

means the formula at Table 1 in paragraph 11 of this Schedule

"Formula 2"

means the formula at Table 2 in paragraph 11 of this Schedule

"Formula 3"

means the formula at Table 3 in paragraph 11 of this Schedule

"Formula 4"

means the formula at Table 4 in paragraph 11 of this Schedule

"Habitable Room"

means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres,

bathrooms, toilets, corridors and halls

"Late Stage Review"

means the review to be carried out in accordance with the provisions of paragraph 5 of this Schedule to determine whether an Additional Affordable Housing Contribution is payable towards the provision of additional off-site Affordable Housing calculated in accordance with Formula 3

"Late Stage Review Date"

means the date on which 75% of the Private Residential Units have been Occupied

"Late Stage Review Submission"

means the following information to be submitted by the Developer to the LPA on an open book basis:-

- (a) the applicable Development Viability Information; and
- (b) a written statement that applies the applicable Development Viability Information to the formulae contained at tables 3 and 4 of this Schedule thereby confirming whether in the Developer's view an Additional Affordable Housing Contribution can be provided

"Memorandum"

means a memorandum made in accordance with paragraph 10 of this Schedule

"Non-Open Market Value"

means a value below the Open Market Value, for example due to a disposal or other related transaction:

- (a) to a purchaser who is connected in any way to the vendor grantor transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988;
- (b) which is not an arm's length true value purchase on the usual terms as between a willing vendor grantor transferor or lessor and a willing purchaser; and/or
- (c) where a transaction artificially reduces the value of a Private Residential Unit or Affordable Housing Unit which may include without limitation the following types of transaction:
 - (i) transactions between the Developer and subsidiary companies of the Developer
 - (ii) transactions between the Developer and its employees
 - (iii) transactions involving loans from the Developer
 - (iv) transactions involving other forms of deferred consideration
 - (v) transactions involving finance deals
 - (vi) transactions involving other property not comprised in the Development
 - (vii) any transfer or transaction designed to reduce the

revenue received from the disposal of the Private Residential Units or Affordable Housing Units;

(viii) transactions involving renting or granting of a licence to occupy a Private Residential Unit (including for example as private rented sector dwellings or other models)

Provided always that where bulk sales of more than one Private Residential Unit are concluded in the ordinary course of business it shall be taken into account that such units are comprised in a bulk sale and that discounts are commonly agreed in bulk sale transactions and they shall not be treated as Non Open Market Value simply by virtue of the individual unit price being lower than if a comparable unit had been sold individually outside of a bulk sale transaction.

"Open Market Value"

means the best price at which the disposal (being sale or lease or other form of disposal as the case may be and all leasehold interests in the development shall be for a term of not less than 125 years (unless a shorter terms of years has been agreed prior in writing with the LPA) would have been completed unconditionally for cash consideration at the valuation date if it was offered on a market open to all assuming:

- a) the price at which a property will sell or be let in the open market as between a willing purchaser and willing seller OR willing lessor or willing lessees (as the case may be) acting at arm's length
- b) that prior to the date of valuation (which is to be carried out in accordance with the RICS Valuation Standards) there has been a reasonable period of not less than six months for the 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) where each party has acted knowledgeably prudently and without compulsion

AND excluding Non-Open Market Value

"Partial Unit Contribution"

means a financial contribution towards Affordable Housing in the LPA's administrative area payable where an Early Stage Review or a Development Break Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing Units or cannot deliver a complete number of Additional Affordable Housing Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2)

"Planned Resumption Date"

means the anticipated date for resuming the Development following a Development Break

"Public Subsidy"

means any funding from the LPA and the GLA together with any additional public subsidy secured by the Developer to support

	the delivery of the Development
"Review Date"	means any and all of the Revised Substantial Implementation Date and the Planned Resumption Date
"Review Stage GDV"	means the: <ul style="list-style-type: none"> (i) value of all gross receipts from any disposal (whether freehold or long leasehold) of a Component of the Development prior to the relevant Review Date; and (ii) Open Market Value of any Component of the Development that is the subject of an assured shorthold tenancy agreement or any short term let <p>AND which takes account of Public Subsidy and any Development related income from any other sources to be assessed by the LPA</p>
"Revised Substantial Implementation Date"	means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date
"RICS Valuation Standards"	means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published
"Substantial Implementation Long Stop Date"	means the date 24 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
"Target Return"	means the developer profit on GDV of 17.1%
"Updated Build Costs"	means the sum of: <ul style="list-style-type: none"> (a) Actual Build Costs; and (b) Estimated Build Costs;
"Updated GDV"	means the sum of: <ul style="list-style-type: none"> (a) Estimated GDV; and (b) Review Stage GDV
"Viability Reviews"	means any and all of the Early Stage Review and the Development Break Review
"Viability Review Submissions"	means any and all of the Early Stage Review Submission and the Development Break Review Submission and the Late Stage Review Submission

2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

- 2.1 The Developer shall notify the LPA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.

- 2.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation PROVIDED ALWAYS THAT:
- 2.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
 - 2.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
 - 2.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 2.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 2.1 and thereafter provide written confirmation to the Developer within 20 Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.
- 2.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 10 of this Agreement.

3. EARLY STAGE REVIEW

- 3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:
- 3.1.1 not undertake any works which would constitute Substantial Implementation until the Early Stage Review Submission has been submitted to the LPA pursuant to paragraph 6.1 and the LPA has confirmed in writing that it is valid and complete pursuant to paragraph 6.3.2;
 - 3.1.2 notify the LPA in writing of the Revised Substantial Implementation Date, and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date; and
 - 3.1.3 submit the Early Stage Review Submission to the LPA prior to but not more than 40 Working Days before the Revised Substantial Implementation Date.

4. DEVELOPMENT BREAK REVIEW

- 4.1 The Developer shall notify the LPA in writing of a Development Break, and shall respond in writing to any written request from the LPA to confirm whether a Development Break has occurred.
- 4.2 Where a Development Break occurs the Developer shall:
- 4.2.1 not resume the carrying out of the Development (and shall not permit or suffer such resumption) unless and until a Development Break Review has been submitted to the LPA in accordance with paragraph 7.1 and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule;
 - 4.2.2 notify the LPA in writing of the Planned Resumption Date, and subsequently advise the LPA in writing of any change to the Planned Resumption Date; and
 - 4.2.3 submit the Development Break Review Submission to the LPA prior to but not more than 40 Working Days before the Planned Resumption Date.

5. **LATE STAGE REVIEW**

- 5.1 Subject to paragraph 6 of this Schedule 2, the Developer shall notify the LPA in writing within 5 Working Days of the occurrence of the Late Stage Review Date.
- 5.2 Not more than 85% of the Private Residential Units shall be Occupied unless and until the Late Stage Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule.
- 5.3 The Developer shall submit the Late Stage Review Submission to the LPA within 20 Working Days of the Late Stage Review Date.

6. **AFFORDABLE HOUSING OPTION**

- 6.1 In the event the Developer notifies the LPA within 12 months from the date of Commencement that it wishes to exercise the Affordable Housing Option and subject to the Developer having complied with the obligations in paragraph 6.2 of this Schedule 2, the provisions of paragraph 5 of this Schedule 2 shall cease to apply.
- 6.2 If the Developer notifies the LPA within 12 months from the date of Commencement that it wishes to exercise the Affordable Housing Option, the Developer shall:
- 6.2.1 submit to the LPA for its approval an Additional Affordable Housing Scheme at the same time as notifying the LPA it wishes to exercise the Affordable Housing Option;
 - 6.2.2 prior to Occupation of more than 50% of the Private Residential Units:
 - (a) identify the Building(s) and the unit(s) within such Building(s) where the Additional Affordable Housing will be provided and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;
 - (b) provide such Additional Affordable Housing in accordance with the Additional Affordable Housing Scheme approved by the LPA and make it available for Occupation; and
 - 6.2.3 not Occupy more than 50% of the Private Residential Units unless and until the requirements of paragraph 6.2.2(b) above have been satisfied and full and satisfactory evidence of the same has been provided to the LPA.

7. **VIABILITY REVIEWS**

- 7.1 The Developer shall give the LPA not less than 10 Working Days' advance written notice of the date on which any Viability Review Submission is intended to be submitted, and no Viability Review Submission shall be submitted until 10 Working Days following the giving of such advance written notice.
- 7.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Developer:
- 7.2.1 its reasonable and properly incurred internal costs (including officer time); and
 - 7.2.2 its reasonable and properly incurred external surveying and legal costs
- incurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.
- 7.3 Upon receipt of a Viability Review Submission:

- 7.3.1 In the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA (as applicable) has all the information it reasonably requires;
- 7.3.2 The LPA shall confirm in writing to the Developer when it has received a valid and complete Viability Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 6.3 **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;
- 7.3.3 For a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA both acting reasonably and in good faith may review and seek to reach an agreed position on the matters set out in the Viability Review Submission and where agreed between the parties this may result in revisions to the Viability Review Submission;
- 7.3.4 Within 40 Working Days of the Validation Date, the LPA shall confirm in writing that either:-
- (a) it rejects (with reasons) the conclusions of the Viability Review Submission ("**Non-Acceptance Notice**"); or
 - (b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Housing; or
 - (c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and in the case of an Early Stage Review or a Development Break Review only the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 7 below.
- 7.4 In the event that pursuant to paragraph 5.3 above, the Developer and the LPA have not agreed the Viability Review Submission either Party shall be entitled to refer the matter to the Viability Specialist for determination and each shall use its reasonable endeavours to do so within 20 Working Days 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**".
- 7.5 Unless otherwise agreed between the LPA and the Developer or required by the Viability Specialist each Party shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Viability Review Submission.
- 7.6 In addition to the matters specified in paragraph 7.5, in making his determination the Viability Specialist shall have regard to:-
- 7.6.1 all relevant material submitted to him or her by the LPA and the Developer;
 - 7.6.2 such relevant financial, legal, planning or other matters he or she considers relevant using reasonable care and skill and his professional expertise;
 - 7.6.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.

7.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that, if the Viability Specialist determines that there is surplus profit to apply towards the provision of Additional Affordable Housing, his or her decision shall include an Additional Affordable Housing Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 10 below.

8. **DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING**

8.1 Where it is agreed or determined pursuant to an Early Stage Review or a Development Break Review that Additional Affordable Housing is required to be provided the Developer shall prior to Occupation of more than 80% of the Private Residential Units:

8.1.1 identify the Building(s) and the unit(s) within such Building(s) where the Additional Affordable Housing will be provided and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;

8.1.2 provide such Additional Affordable Housing in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist and make it available for Occupation; and

8.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist.

8.2 Where it is agreed or determined pursuant to an Early Stage Review or a Development Break Review that Additional Affordable Housing is required the Developer shall not Occupy more than 80% of the Private Residential Units unless and until:

8.2.1 the requirements of paragraph 8.1.2 above have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and

8.2.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been fully paid to the LPA in cleared funds.

9. **ADDITIONAL AFFORDABLE HOUSING CONTRIBUTION**

9.1 Where it is agreed or determined pursuant to a Late Stage Review that an Additional Affordable Housing Contribution is required to be provided the Developer shall pay the Additional Affordable Housing Contribution to the LPA within 30 Working Days of agreement or determination.

10. **MEMORANDUM**

10.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Viability Specialist determining an Additional Affordable Housing Scheme), the Developer and the LPA shall record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

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

"The Parties have agreed the details of the Additional Affordable Housing Scheme by way of a signed Memorandum between the LPA and the Developer dated 20 ".

10.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Housing Units being provided:-

10.3.1 the number of Additional Affordable Housing Units shall be included within the definition of Affordable Housing Units;

10.3.2 the number of Private Residential Units shall be reduced by the corresponding number of Additional Affordable Housing Units; and

10.3.3 the provisions in Schedule 1 shall apply to the Additional Affordable Housing Units.

11. MONITORING

11.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the LPA shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and habitable room.

11.2 The Parties acknowledge and agree that as soon as reasonably practicable after each of:

11.2.1 the approval of an Additional Affordable Housing Scheme pursuant to this Schedule; and

11.2.2 it is agreed or determined pursuant to a Late Stage Review that an Additional Affordable Housing Contribution is required to be provided

the LPA shall report to the GLA through the London Development Database the following information (to the extent applicable):

- (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and habitable room (if any);
- (b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and habitable room; and
- (c) the amount of any Partial Unit Contribution; and
- (d) the amount of any Additional Affordable Housing Contribution.

12. VIABILITY REVIEW FORMULAS

TABLE 1

Calculation for Early Review surplus

X = Surplus profit available for additional on-site affordable housing
$X = (A - B) - (C - D) - P$
A = Estimated GDV of development as determined at the time of review (£)
B = Breakeven GDV (£)
C = Estimated build costs as determined at the time of review (£)
D = Application Stage Build Costs
$P = (A - B) * Y$; Developer profit on change in GDV (£)
Y = Target Return

TABLE 2

Calculation of Early Review additional affordable housing (in the event of a surplus)

X = Additional low cost rent housing requirement (habitable rooms)
$X = ((E * F) / (A - B)) / D$
Y = Additional intermediate housing requirement (habitable rooms)
$Y = ((E * G) / (A - C)) / D$
A = Average value of market housing per m2 (£)
B = Average value of local cost rent housing pre m2 (£)
C = Average value of intermediate housing per m2

D = Average habitable room size for scheme (m2))FN1
E = Surplus profit available for additional affordable housing (as determined pursuant to calculation for Early Review surplus (under table 1 above)
F = Surplus profit available for additional affordable housing to be used for low cost rent housing (%)FN2
G = Percentage of surplus profit available for additional housing to be used for intermediate housing (%)FN3
FN1: 13sqm per habitable room
FN2 60%
FN3 40%

TABLE 3

Calculation of Additional Affordable Housing Contribution for Late Stage Review

Additional Affordable Housing Contribution = $((A + B) - C) - ((D + E) - F) - P \times 0.60$
Where:
A = Gross Development Value (GDV) achieved on sale/lease of 75% of Residential Units and GDV from other parts of the development sold/ let and other income receipts (£)
B = Estimated GDV for parts of the development that are yet to be sold/ let and other income sources (£)
C = Breakeven GDV (£)
D = Actual Build Costs incurred at point of review (£)
E = Estimated Build Costs for remainder of the development (£)
F = Application Stage Build Costs
P = $(A + B - C) \times y$; Developer profit on change in GDV (£)
Y% = Target Return

TABLE 4

Calculation of Late Stage Review Cap

'Advanced Stage Affordable Housing Cap' = $((A \times D) - (B \times D)) \times E + ((A \times D) - (C \times D)) \times F$
Where:
A = Average value of market housing per m2 (£)
B = Average value of local cost rent housing per m2 (£)
C = Average value of intermediate housing per m2 (£)
D = Average habitable room size for scheme (m2) FN1
E = Low cost rent shortfall on-site (habitable rooms) of 178 (or as updated following previous review) FN2
F = Intermediate housing shortfall on-site (habitable rooms) of 108 (or as updated following previous review) FN3
FN1: 13sqm per habitable room
FN2 Shortfall in the relevant tenure of affordable housing by habitable room in the consented scheme, to be based on 50% at local plan tenure split.
FN3 Shortfall in the relevant tenure of affordable housing by habitable room in the consented scheme, when compared with the policy target and local plan tenure split.

SCHEDULE 3

TRANSPORT

1. DEFINITIONS

"Canalside Improvement Contribution"	means the sum of £5,000 (Indexed) to be applied towards improvement works at the Hertford Union Canal
"Cycle Hire Docking Station"	means a cycle hire docking station to release and secure bicycles within the Cycle Hire Scheme
"Cycle Hire Docking Station Contribution"	means the sum of £115,000 (Indexed) to be applied towards the provision of a new Cycle Hire Docking Station
"Cycle Hire Scheme"	means the network of self-service bicycles for hire and cycle docking stations to release and secure such bicycles operated by the Mayor of London or TfL or any equivalent future replacement scheme
"CPZ Works Order"	means a Traffic Regulation Order to authorise the CPZ Works
"CPZ Works"	means works to change the Hepscott Road controlled parking zone to double yellow lines
"Legacy Communities Scheme Permission"	means planning permission 11/90621/OUTODA as varied by 14/00036/VAR
"Legible London Contribution"	means the sum of £10,500 (Indexed) to be applied towards the Legible London Works
"Legible London Works"	means the design, manufacture and installation of new signs at the main access and arrival points to the Site

2. CYCLE HIRE DOCKING STATION CONTRIBUTION

- 2.1 The Developer shall pay the Cycle Hire Docking Station Contribution to the LPA prior to Commencement of Development.
- 2.2 The Development shall not be Commenced until the Developer has paid the Cycle Hire Docking Station Contribution to the LPA.

3. LEGIBLE LONDON CONTRIBUTION

- 3.1 The Developer shall pay the Legible London Contribution to the LPA prior to Commencement of Development.
- 3.2 The Development shall not be Commenced until the Developer has paid the Legible London Contribution to the LPA.

4. CANALSIDE IMPROVEMENT CONTRIBUTION

- 4.1 The Developer shall pay the Canalside Improvement Contribution to the LPA prior to Commencement of Development
- 4.2 The Development shall not be Commenced until the Developer has paid the Canalside Improvement Contribution to the LPA.

5. **CAR CLUB**

5.1 The Developer shall:

5.1.1 procure at its own cost 2 car club parking spaces within Phase 2 and there shall be no Occupation of Phase 2 unless and until such car club parking spaces have been provided and demarcated as "car club parking only" in that particular Phase; and

5.1.2 procure a car club operator to provide 2 car club vehicles in the car club parking spaces from First Occupation of Phase 2 and to operate those car club vehicles or replacement vehicles for the life of that Phase (unless a shorter period of time is agreed in writing by the LPA) commencing on First Occupation of that Phase

5.2 The Developer shall:

5.2.1 offer the first household to Occupy each Residential Unit of Phase 2 free membership for a period of 3 years for the use of the car club referred to in paragraph 5.1 such offer to be made no later than 1 month following first Occupation of each Residential Unit in that Phase; and

5.2.2 where offers for membership are accepted within 3 months of the date of the relevant offer made pursuant to paragraph 5.2.1, provide free membership for a period of 3 years for the use of the car club referred to in paragraph 5.1 to the relevant household.

6. **CONTROLLED PARKING ZONE**

6.1 The Developer shall at its own cost apply for the CPZ Works Order no later than six months prior to First Occupation of Phase 3.

SCHEDULE 4

ROACH POINT BRIDGE

1. DEFINITIONS

- "Access Route"** means an access route through the Site connecting the BT Telereal Site to the Roach Point bridge and shown shaded in green on drawing number 1189-PL-106-8 Rev A marked 'Plan G' attached at Appendix 1 to this Agreement
- "Access Route Works"** means the construction of the Access Route pursuant to the Roach Point Bridge Permission
- "Access Route Works Contract"** means a contract for the Access Route Works
- "Bridge Works"** means the construction of a bridge pursuant to the Roach Point Bridge Permission including the northern and part of the southern approaches and the bridge deck as shown hatched red on drawing number 265_106 Rev E marked 'Plan H' attached at Appendix 1 to this Agreement
- "Bridge Works Contribution"** means a sum up to be confirmed by the LPA to meet the LPA's costs in commissioning the Bridge Works up to a maximum of £1,100,000 (ONE MILLION ONE HUNDRED THOUSAND POUNDS) (Indexed)
- "BT Telereal Site"** shall have the meaning ascribed to it in Schedule 9
- "Roach Point Bridge Permission"** means planning permission reference 17/00307/FUL for the removal of the existing Roach Point pedestrian bridge and erection of a replacement pedestrian and cycle bridge across the Hertford Union Canal
- "Roach Point Bridge Safeguarding Zone"** means the part of the Site which overlaps with the red line for planning permission reference 17/00307/FUL as shown hatched red on drawing number 265_106 Revision E marked 'Plan J' attached at Appendix 1 to this Agreement

2. TELEREAL ACCESS ROUTE

- 2.1 No part of the Development shall be Occupied until the Access Route Works have been completed.
- 2.2 Following completion of the Access Route Works the Developer shall permit the public to have continuous access over the Access Route at all times.

3. ROACH POINT BRIDGE SAFEGUARDING

- 3.1 No part of the Development shall be carried out within the Roach Point Bridge Safeguarding Zone.

4. ROACH POINT BRIDGE WORKS

- 4.1 Prior to commencement of the Access Route Works the Developer shall notify the LPA whether:-
- 4.1.1 it will appoint a contractor to carry out the Access Route Works; or
 - 4.1.2 it will carry out the Access Route Works and the Bridge Works itself; or

4.1.3 it will carry out the Access Route Works itself but not the Bridge Works.

4.2 If notice is served pursuant to paragraph 4.1.1 above and prior to commencement of the Access Route Works the Developer shall:-

4.2.1 include in the tender for the Access Route Works Contract a package for the Bridge Works;

4.2.2 following receipt of tender responses pursuant to paragraph 4.2.1 above provide copies of such responses to the LPA and confirm whether the Bridge Works will be included in the Access Route Works Contract.

4.3 If:-

4.3.1 the Developer confirms the Bridge Works will be included in the Access Route Works Contract pursuant to paragraph 4.2.2 above; or

4.3.2 the Developer confirms it will carry out the Bridge Works itself pursuant to paragraph 4.1.2 above

The Development shall not be Occupied until the Bridge Works have been completed or the Bridge Works Contribution has been paid to the LPA.

4.4 If:-

4.4.1 the Developer confirms the Bridge Works will not be included in the Access Route Works Contract pursuant to paragraph 4.2.2 above; or

4.4.2 the Developer confirms it will not carry out the Bridge Works itself pursuant to paragraph 4.1.3 above

and the Development shall not be Occupied until the Bridge Works Contribution has been paid to the LPA.

SCHEDULE 5

CREATIVE, EMPLOYMENT, COMMERCIAL AND COMMUNITY

1. DEFINITIONS

"CECC Space"	means the creative, employment, commercial and community uses within the Development
"CECC Strategy"	means a strategy for the CECC Space submitted in accordance with this Schedule 5
"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 pavement 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 respect of people;
"Council's Area"	means the administrative area of the Council
"Local Labour and Business Schemes"	means the following schemes:- (c) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group and (d) in the London Borough of Tower Hamlets – 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
"Relocation Strategy"	means a strategy for the relocation of the existing businesses on the Site
"Shell and Core"	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry

2. CREATIVE, EMPLOYMENT, COMMERCIAL, COMMUNITY USES

- 2.1 Prior to Commencement of the Development the Developer shall submit and obtain the LPA's approval of the CECC Strategy.
- 2.2 The CECC Strategy shall include details of the following:
- 2.2.1 delivery of the CECC Space within each Phase of the Development;
 - 2.2.2 a letting strategy and details of how such letting strategy will target agreed sectors; and
 - 2.2.3 management of the CECC Space, including appointment of a creative workspace provider to oversee management of the CECC Space.
- 2.3 The CECC Space shall be delivered in accordance with the following table:

CECC phase	Trigger
CECC space in Block T1 to be delivered to Shell and Core	Prior to Occupation of any Residential Units in Block T1
CECC space in the Pharos Quarter (blocks G1, G2, P2 P6, P7) to be delivered to Shell and Core	Prior to Occupation of any Residential Units in Pharos Quarter (blocks P1 P2 P6, P7)

- 2.4 The units in the CECC Space listed in the table at paragraph 2.5 below shall be offered at discounted rent levels for a lease period of 10 years.
- 2.5 The discounted rent levels offered pursuant to paragraph 2.4 above shall be subject to the caps set out in the right hand column of the following table:

Unit name	Use Class	Plot no.	Size sqft	Max £/sqft (net)
Print studio	B1c	P2-G	407.9	£8
Market stall storage	A1/B1c	K3-G-C02	400.4	£5
Sculpture Centre West Wing Foundry	B1c	P6-G	1470.3	£5
Sculpture Centre West Wing Foundry	B1c	P6-1	1193.7	£5
Sculpture Centre West Wing Metal Works	B1c	P6-G	1520.9	£5
Sculpture Centre West Wing Metal Works	B1c	P6-1	628.6	£5
Sculpture Centre West Studios	B1c	P7-1	498.4	£5
Sculpture Centre West Studios	B1c	P7-2	498.4	£5
Sculpture Centre West Studios	B1c	P7-3	498.4	£5
Sculpture Centre West Studios	B1c	P7-4	498.4	£5
Pharos Site office	B1a	P-G	251.9	£0
Design Workshop	B1c	P7-G	2085	£10
G2 Gallery	D1	G2	3471.3	£10
G1 Artist Studios	B1c	G1	6323.8	£10

3. LOCAL LABOUR AND LOCAL BUSINESS

- 3.1 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 of the Non Residential Units (in respect of end-use vacancies and jobs), use reasonable endeavours to ensure that:-
- 3.1.1 all job vacancies arising from a particular Phase of Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
 - 3.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from a particular Phase of Development;
 - 3.1.3 the recruitment of persons living in the Council's Area accounts for at least 28% of the construction jobs arising from the Development ;
 - 3.1.4 the recruitment of persons living in the Council's Area accounts for a total of between at least 50 % of the end-use jobs at the Development, with a target of 75%;
 - 3.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;

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

3.1.7 work-based learning opportunities are provided at the Development, including not less than 5% of the workforce to be apprentices at all times.

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

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

3.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;

3.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area;

3.2.3 use Reasonable Endeavours to ensure that the apprentices provided in accordance with paragraph 3.1.7 of this Schedule are from the Council's area; and

3.2.4 provide local agencies with early information relating to availability of vacant space within the Development.

4. **CONSIDERATE CONSTRUCTORS SCHEME**

4.1 The Developer covenants to:

4.1.1 comply with the Considerate Constructors Scheme during the construction of the Development;

4.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and

4.1.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 5.1.1 and 5.1.2 above.

SCHEDULE 6
SUSTAINABILITY

1. DEFINITIONS

- "Carbon Offset Payment"** means the sum having been calculated in accordance with the LPA's adopted Carbon Offset SPD (August 2016) as follows:
- $\text{Carbon gap (Tonnes of Co}_2\text{)} \times \text{Price of Carbon (£60)} \times 30 \text{ (years)} = \text{offset payment (Indexed)}$
- to be applied by the LPA in accordance with Part 5 of the SPD up to a maximum of £826,000 (EIGHT HUNDRED AND TWENTY SIX THOUSAND POUNDS) (Indexed)
- "District Energy Network"** means the Olympic Park district energy network
- "Future Proofing Measures"** means future proofing measures within the Development to enable future connection of the Development to the District Energy Network
- "Transitional Energy Strategy"** means a strategy setting out how the Development shall be connected to a CHP and/or other renewable energy sources to provide sustainable energy during the Transitional Period
- "Transitional Period"** means the period from First Occupation of the Development until such time as the Development is connected to the District Energy Network

2. CONNECTION TO ENERGY NETWORK

- 2.1 Prior to Commencement of Phase 2 of the Development the Developer shall:-
- 2.1.1 use Reasonable Endeavours to connect or procure a connection of the District Energy Network to the Site which will enable the connection of each Building to the District Energy Network, subject to the District Energy Network being extended to the boundary of the Site (for which the Developer has no responsibility); and
 - 2.1.2 provide a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above and progress made towards securing the connection.
- 2.2 If the report submitted pursuant to paragraph 2.1 above concludes it will not be possible to connect all Buildings to the District Energy Network, the Developer shall use Reasonable Endeavours to connect or procure the connection of each Building to the District Energy Network (subject to the District Energy Network being extended to the boundary of the Site, in relation to which the Developer will not be responsible) prior to Occupation of that Building.
- 2.3 If the report submitted pursuant to paragraph 2.1 above concludes it will not be possible to connect all Buildings to the District Energy Network the Developer shall:-
- 2.4 submit and obtain the LPA's approval to the Transitional Energy Strategy prior to First Occupation;
- 2.5 implement the Transitional Energy Strategy throughout the Transitional Period
- 2.6 Save where the District Energy Network is connected to the Site prior to First Occupation of Phase 2:

2.6.1 no works comprised in the Development beyond the Preparatory Works shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures;

2.6.2 the Developer shall incorporate the approved Future Proofing Measures within the Development; and no part of the Development shall be Occupied unless and until the Developer has submitted a report to the LPA demonstrating that the approved Future Proofing Measures have been incorporated within that part of the Development.

2.7 No Building shall be Occupied unless and until:-

2.7.1 it is connected to the District Energy Network; or

2.7.2 where paragraph 2.2 applies, it is connected to the Local CHP Plant.

3. **REDUCTION OF ENERGY DEMAND**

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

3.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

3.1.2 the promotion of the use of energy efficient appliances; and

3.1.3 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).

4. **CARBON OFFSET PAYMENT**

4.1 Prior to Commencement of Development the Developer shall:-

4.1.1 submit and obtain the approval of the LPA to the calculation of the Carbon Offset Payment; and

4.1.2 pay the approved Carbon Offset Payment to the LPA prior to Commencement of Development.

4.2 No part of the Development shall be Commenced until the obligations in paragraph 4.1 of this Schedule 6 have been complied with.

SCHEDULE 7

DESIGN AND HERITAGE

1. DEFINITIONS

"Approved Drawings"	means the drawings approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
"Architect"	means Adams and Sutherland in respect of the Bridge Works and Ash Sakula Architects and BUJ Architects in respect of all other parts of the Development
"Design Competition"	means a competition inviting bids for the design of the relevant Building or Buildings to ensure high quality design
"Design Monitoring Costs"	means any 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
"Design Specifications"	means the design code and the parameter plans referred to in condition 4 to the Planning Permission
"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
"Heritage Phase"	means the phase of the Development in which the Heritage Assets are located
"Heritage Strategy"	means a scope of works and strategy which shall set out the detailed works and strategy for the retention, restoration and bringing into effective use of the Non-Designated Heritage Assets
"Non-Designated Heritage Assets"	means buildings G1, G2, G3, G4 and G5 as shown on drawing number 1186-PL-106.2 marked 'Plan K' attached at Appendix 1 to this Agreement
"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 a minor material amendment pursuant to section 73 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 (the "**Design Team Statement**"):-

2.1.1 an application pursuant to Conditions 3, 24, 25, 26, 29, 30 and 31 of the Planning Permission;

2.1.2 an application for a S96A Amendment;

2.1.3 an application for a S73 Permission.

2.2 The Developer shall submit a statement to the LPA specifying the design team retained in connection with each Phase of the Development upon Commencement of the Development and thereafter every 6 (six) months during the construction of that particular Phase of the Development until its Completion.

3. DESIGN MONITORING COSTS

3.1 The Developer shall use Reasonable Endeavours to retain the Architect to oversee the delivery of the design of the Development.

3.2 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:-

3.2.1 notify the LPA of such non-retention; and

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

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

(b) the LPA may make one demand for payment of Design Monitoring Costs per Phase; and

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 total amount payable to the LPA in Design Monitoring Costs shall not exceed £200,000 (two hundred thousand pounds) (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, such evidence to include a letter from the Architect confirming that they have been retained for the duration and a copy of the Architect's contract; or

4.1.2 paid the Design Monitoring Costs in respect of the first Phase to be built if the Architect has not been retained to oversee the design quality of the Development.

4.2 No Phase of the Development shall be carried out in accordance with any changes to the detailed designs for that Phase of the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

5. **DESIGN COMPETITION**

5.1 The Developer shall hold a Design Competition for the design of Buildings P3, P4 and P5.

5.2 The Design Competition shall specify that designs submitted shall be in accordance with the Design Specifications.

5.3 The Developer shall submit with any reserved matters application for Buildings P3, P4 and P5 a statement demonstrating it has complied with the obligation in paragraph 5.1 above, including confirmation that the selected design is in accordance with the Design Specifications.

6. **HERITAGE ASSETS**

6.1 Prior to Occupation of any Building in any Phase that contains a Non-Designated Heritage Asset the Developer shall:-

6.1.1 restore and make available for use the relevant Non-Designated Heritage Assets in accordance with the Heritage Strategy in that particular phase; and

6.1.2 submit and obtain the LPA's approval to a statement setting out the steps it has taken out to comply with the obligation in paragraph 6.1.1 above.

SCHEDULE 8

ESTATE MANAGEMENT

1. DEFINITIONS

"Common Areas"	means:-
	(e) 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
	(f) all areas within the Development which are used in common by Occupiers and users of such Buildings including the Play Areas
	which are shown shaded red on drawing 1186-PL-009 marked 'Plan D' attached at Appendix 1 to this Agreement
"Estate Management Strategy"	means the site wide estate management strategy submitted and approved pursuant to paragraphs 2.1 and 2.2 below
"Play Areas"	has the meaning ascribed to it in Schedule 9
"Public Areas"	means the PAOS, RPAOS, the BT Telereal Acces Route, the Trego Road Access Route and the Canal Towpath Pedestrian Route each of which has the meaning ascribed to it in Schedule 9
"SUDS Infrastructure"	means any sustainable urban drainage system comprised within the Development

2. SITE WIDE 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 (including the Play Areas);
 - (b) the Public Areas; 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 on a site wide basis; and

2.1.3 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 during the life of the Development.

SCHEDULE 9

PUBLIC OPEN SPACE AND PLAY AREAS

1. DEFINITIONS

- "BT Telereal Access Route"** means an access route from the BT Telereal Site to McGrath Place shaded in green on drawing number 1189-PL-106-8 Rev A marked 'Plan L' attached at Appendix 1 to this Agreement
- "BT Telereal Site"** means the site outlined in yellow on drawing number 000-PL-106.12 marked 'Plan M' attached at Appendix 1 to this Agreement
- "Canal Towpath Pedestrian Route"** means a pedestrian route from Wansbeck Road to the canal towpath indicatively shaded in purple on drawing number 1189-PL-106.13 marked 'Plan N' attached at Appendix 1 to this Agreement
- "Delivery Plan"** means a detailed plan for the delivery and layout of the PAOS, RPAOS and the Play Areas in accordance with the Phasing Plan which shall contain at least the following information:-
- (a) the specification of the PAOS and RPAOS;
 - (b) the specification of the Play Areas including how they shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the Delivery Plan is approved by the LPA);
 - (c) the timing of the construction of the Residential Units and the delivery of the PAOS, RPAOS and the Play Areas;
 - (d) details of the Trego Road Access Route;
 - (e) details of the BT Telereal Access Route; and
 - (f) details of the Canal Towpath Pedestrian Route including details of surfacing and landscaping to be undertaken (which the LPA shall consider in consultation with the Canal and River Trust
- "Permitted Closures"** means temporary closure of any area of PAOS, RPAOS, the Play Areas, the BT Telereal Access Route or the Trego Road Access Route (or part thereof) in the following circumstances:-
- (g) 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
 - (h) 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 or Play Areas 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 or Play Areas

- (i) where such temporary closure is required for the purposes of carrying of 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)
- (j) 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
- (k) 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 three days prior to the date such Permitted Closure is to commence

"Play Areas"

Means the areas shown in green on drawing MCG097 marked 'Plan W' attached at Appendix 1 to this Agreement

"Publicly Accessible Open Space" or "PAOS"

means the following areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission, as shown shaded in yellow on drawing number 1186 PL 009 marked 'Plan P' attached at Appendix 1 to this Agreement and outlined by a green dashed line on drawing number 1186 PL 010 marked 'Plan Q' attached at Appendix 1 to this Agreement, which covers only the following areas:-

- (a) Dockside Square / Lock Square / Boardwalk
- (b) Hepscott Square
- (c) Market Square / Row
- (e) Allanmouth Road
- (f) Lock Road
- (g) McGrath Place
- (h) Wansbeck Way

which shall be maintained and shall be freely accessible to the general public at all times

"Restricted Publicly Accessible Open Space" or "RPAOS"

means the following areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission as outlined by a red dashed line on drawing number 1186 PL 010 marked 'Plan R' attached at Appendix 1 to this Agreement, which covers only the following areas:-

- (a) Wansbeck Yard (north and south)
- (b) Trego Yard East and West
- (c) Standing Room

which shall be maintained and shall be freely accessible to the general public at all times subject to permitted closures at night and on weekends

"Trego Road Access Route" means an access route from the Trego Road Site to Allamouth Road indicatively shown shaded in purple on drawing number 1189-PL-106.17 marked 'Plan S' attached at Appendix 1 to this Agreement

" Trego Road Site" means the site shown in hatched in red on drawing number 1254-PL-018 REV A marked 'Plan T' attached at Appendix 1 to this Agreement

2. DELIVERY OF PUBLIC OPEN SPACE AND PLAY AREAS

- 2.1 No works comprised in the Development shall Commence until the Delivery Plan has been submitted to and approved by the LPA.
- 2.2 The Development shall be carried out and Occupied in accordance with the approved Delivery Plan. No more than 70% of Residential Units within a Phase shall be Occupied until all the PAOS, RPAOS and Play Areas in that Phase have been completed.

3. PUBLIC ACCESS TO PUBLIC OPEN SPACE AND PLAY AREAS

- 3.1 From the date of Completion of the PAOS, the Play Areas and the Canal Towpath Pedestrian Route (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 PAOS, the Play Areas and the Canal Towpath Pedestrian Route 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 From the date of Completion of the RPAOS (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 RPAOS at all times free of charge **SUBJECT TO:-**
 - 3.2.1 the RPAOS may be closed to the public during the following times:
 - (a) between dusk and dawn Mondays to Fridays;
 - (b) Saturdays, Sundays and bank holidays;
 - 3.2.2 Permitted Closures; and
 - 3.2.3 any lawful requirements of the police or any other competent authority.

3.3 From the date of Completion of Allanmouth Road the Developer shall provide that occupants of the Trego Road Site will have access to the Trego Road Access Route at all times free of charge.

3.4 **SUBJECT TO:-**

3.4.1 Permitted Closures; and

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

3.5 From the date of Completion of McGrath Place the Developer shall provide that occupants of the BT Telereal Site will have access to the BT Telereal Access Route at all times free of charge

SUBJECT TO:-

3.5.1 Permitted Closures; and

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

3.6 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 PAOS, RPAOS, the Play Areas, the BT Telereal Acces Route, the Trego Road Access Route and the Canal Towpath Pedestrian Route.

4. **MANAGEMENT AND MAINTENANCE OF PUBLIC OPEN SPACE AND PLAY AREAS**

The Developer shall manage and maintain the PAOS, RPAOS the Play Areas, the BT Telereal Acces Route, the Trego Road Access Route and the Canal Towpath Pedestrian Route for the life of the Development in accordance with the Estate Management Strategy (as defined in Schedule 8).

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:-

)
)
)

Authorised Signatory



EXECUTED as a Deed (but not delivered until dated) by **MCGRATH BROS. WASTE CONTROL (HACKNEY) LIMITED** acting by two Directors or a Director and the Secretary:-

)
)
)
)
)

Director

Director
ALLAN FOSTER

APPENDIX 1

PLANS

Plan A – Buildings

Plan B – Phasing

Plan C – Site

Plan D – Common Areas

Plan E - Affordable Housing

Plan F – Bridge Approaches

Plan G – Access Route

Plan H – Bridge Works

Plan J – Bridge Safeguarding Zone

Plan K – Non-designated Heritage Assets

Plan L – BT Telereal Access Route

Plan M – BT Telereal Site

Plan N – Canal Towpath Access Route

Plan P – PAOS

Plan Q – PAOS

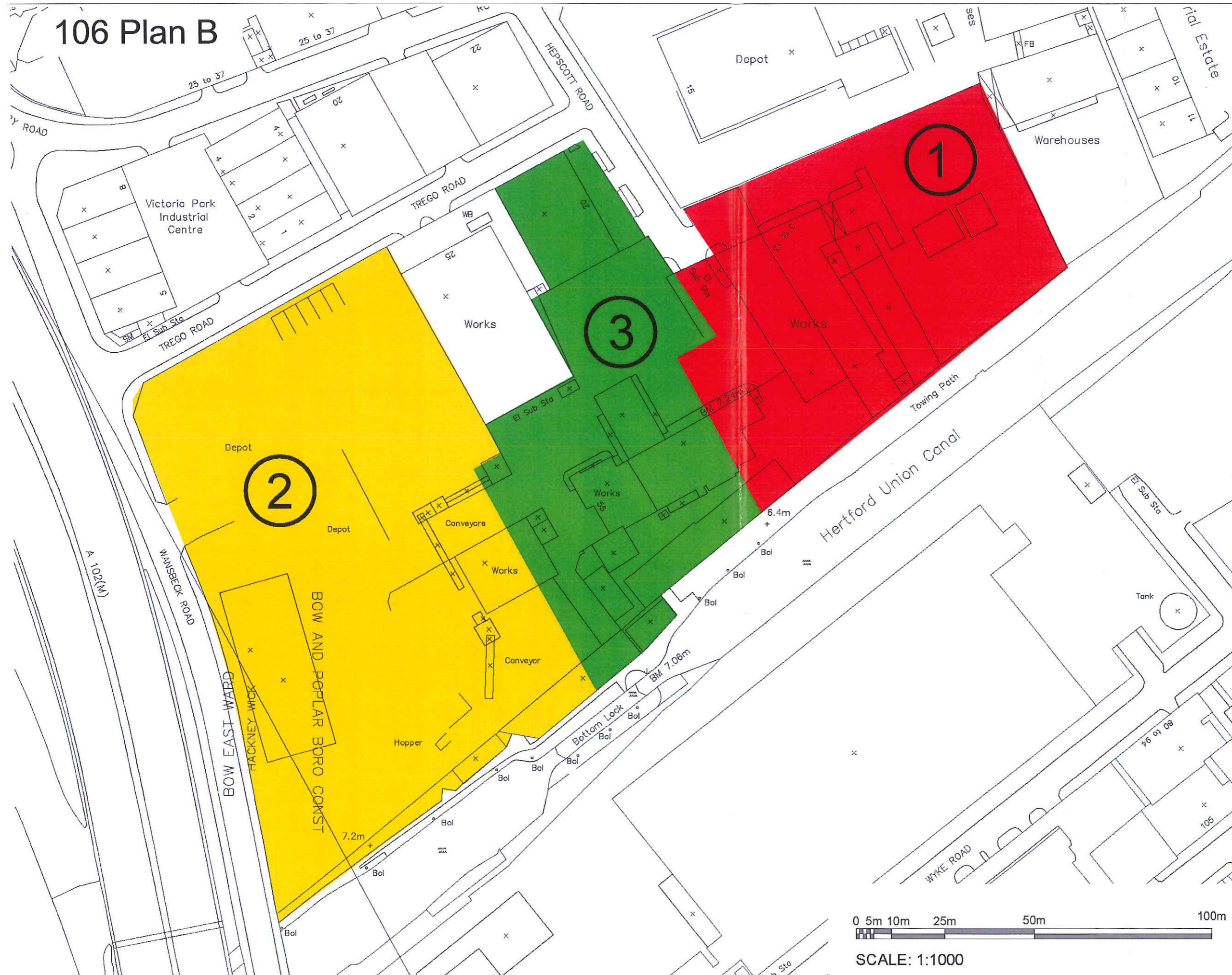
Plan R – RPAOS

Plan S – Trego Road Access Route

Plan T – Trego Road Site

Plan W – Landscape Areas

106 Plan B

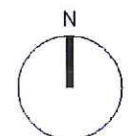


Notes

- 1 All dimensions are in millimeters.
- 2 Dimensions are not to be scaled directly from this drawing.
- 3 All dimensions are to be checked on site and the Architect is to be informed of any discrepancies before construction commences.
- 4 All references to drawings refer to the current revision of that drawing.
- 5 Structural and services information shown is indicative only. Refer to Consultants drawings for details and setting out.

LEGEND

- Phase 1 - Pharos Yard & Bridge Works
- Phase 2 - Wansbeck W1-W8 & Trego T1-T2
- Phase 3 - Kelday & Trego T3-T7



Handwritten signatures and initials, including 'AH'.

Rev	Description	Date	By	Chk



35 Millharbour
London
E14 8TX
Tel: 020 7531 3300
Fax: 020 7531 3301
e-mail: buj@buj.co.uk

Job Site
McGrath Site Development
Fish Island North

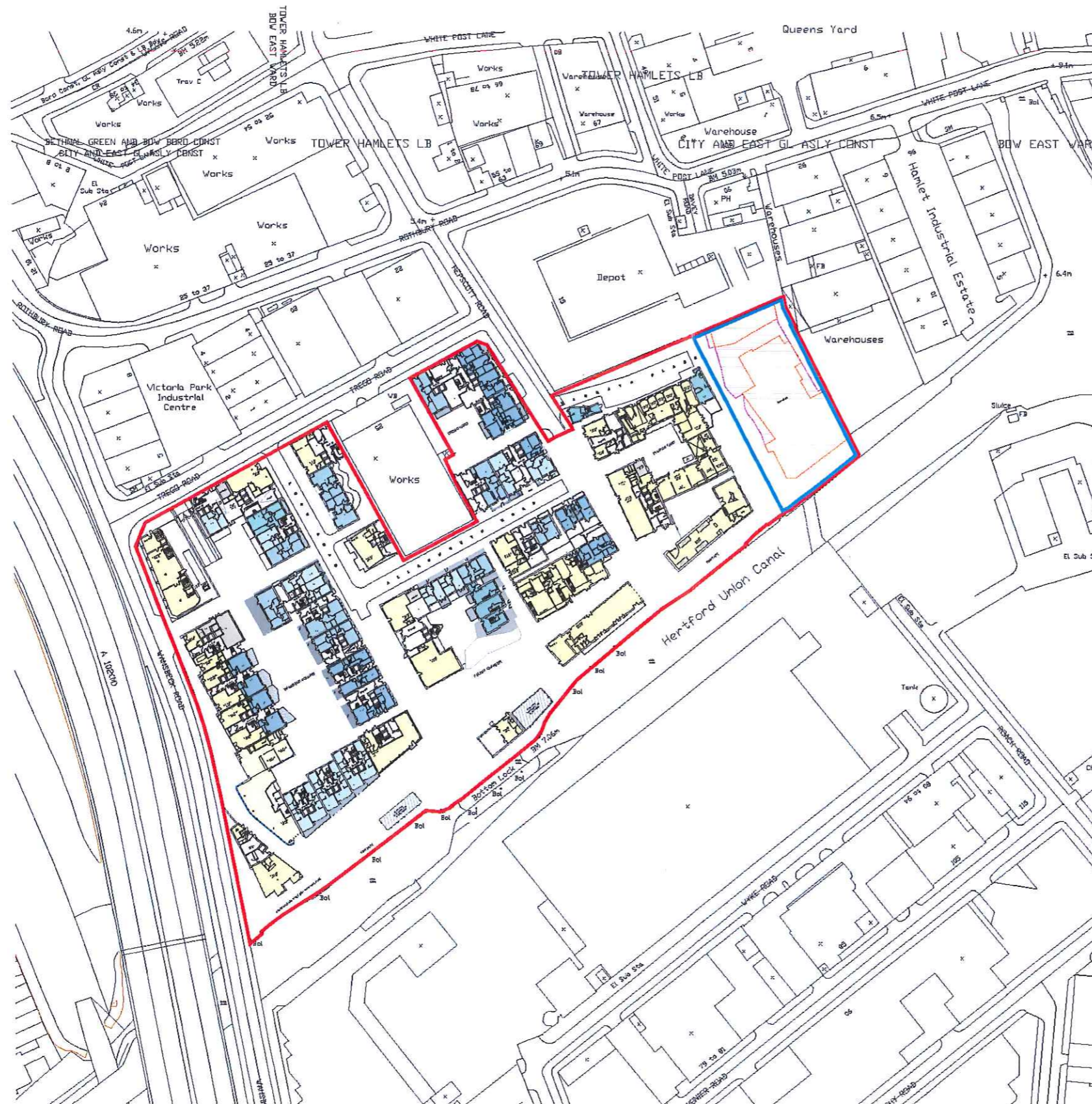
Drawing Site
Existing Site
Redevelopment Phasing Plan

Drawn by	Date	Scale @A8		
AB	March 2012	1/1000		
Checked initial	Date	Issued for		
		PLANNING		
Job No.	C/S/B Ref.	Project Status	Drawing No.	Revision
1186	(--)	PL	001	-



SCALE: 1:1000

106 Plan C



? Crown Copyright. All rights reserved. Licence number 10020449

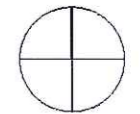
Notes

- 1 All dimensions are in millimeters.
- 2 Dimensions are not to be scaled directly from this drawing.
- 3 All dimensions are to be checked on site and the Architect is to be informed of any discrepancies before construction commences.
- 4 All references to drawings refer to the current revision of that drawing.
- 5 Structural and services information shown is indicative only. Refer to Consultants drawings for details and setting out.

KEY:

-  Application Boundary
-  Outline Area
-  Block P3-P5 Minimum Parameter Boundary
-  Block P3-P5 Maximum Parameter Boundary

0 10m 50m



Rev	Description	Date	By	Chk

 **buj architects**

22-24 Victoria Parade Tel: 020 7531 3300
 London Fax: 020 7531 3301
 SE10 5FR e-mail: buj@buj.co.uk

Job title
**Wickside
 Hepscott Road E9 5HH**

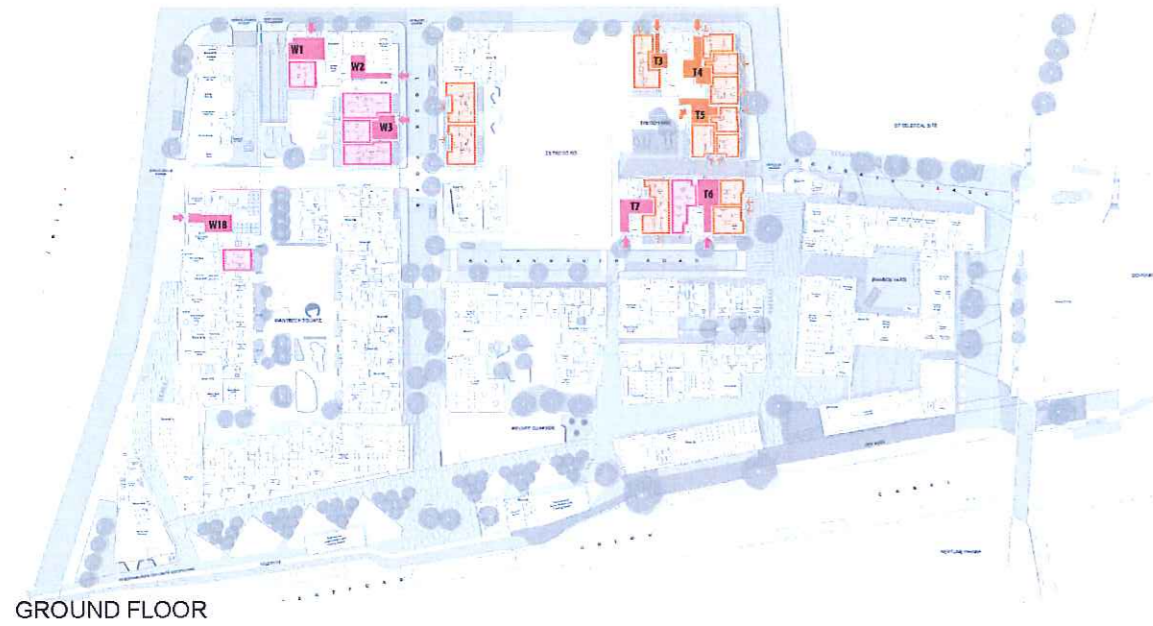
Drawing title
**Site Location Plan
 Proposed**

Drawn by
 dl Date
 Aug 16 Scale @ A2
 1:1250

Checked by
 Date Issued for
 PLANNING

Job No.	Project Status	Block	Drawing No.	Revision
1186	PL	-	001	-

106 Plan E



GROUND FLOOR



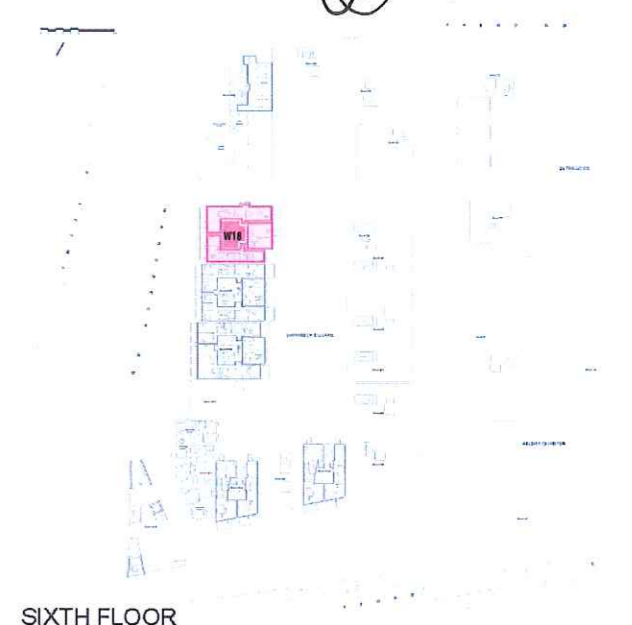
THIRD FLOOR



FIRST FLOOR



FOURTH FLOOR



SIXTH FLOOR



SECOND FLOOR



FIFTH FLOOR

Notes

- 1 All dimensions are in millimeters.
- 2 Dimensions are not to be scaled directly from this drawing.
- 3 All dimensions are to be checked on site and the Architect is to be informed of any discrepancies before construction commences.
- 4 All references to drawings refer to the current revision of that drawing.
- 5 Structural and services information shown is indicative only. Refer to Consultants drawings for details and setting out.

- LONDON AFFORDABLE RENT UNIT
- LONDON AFFORDABLE RENT CORE
- SHARED OWNERSHIP UNIT
- SHARED OWNERSHIP CORE

[Handwritten signature] AA

Rev	Description	Date	By	Chk

buj architects

35 Millharbour
London
E14 9TX

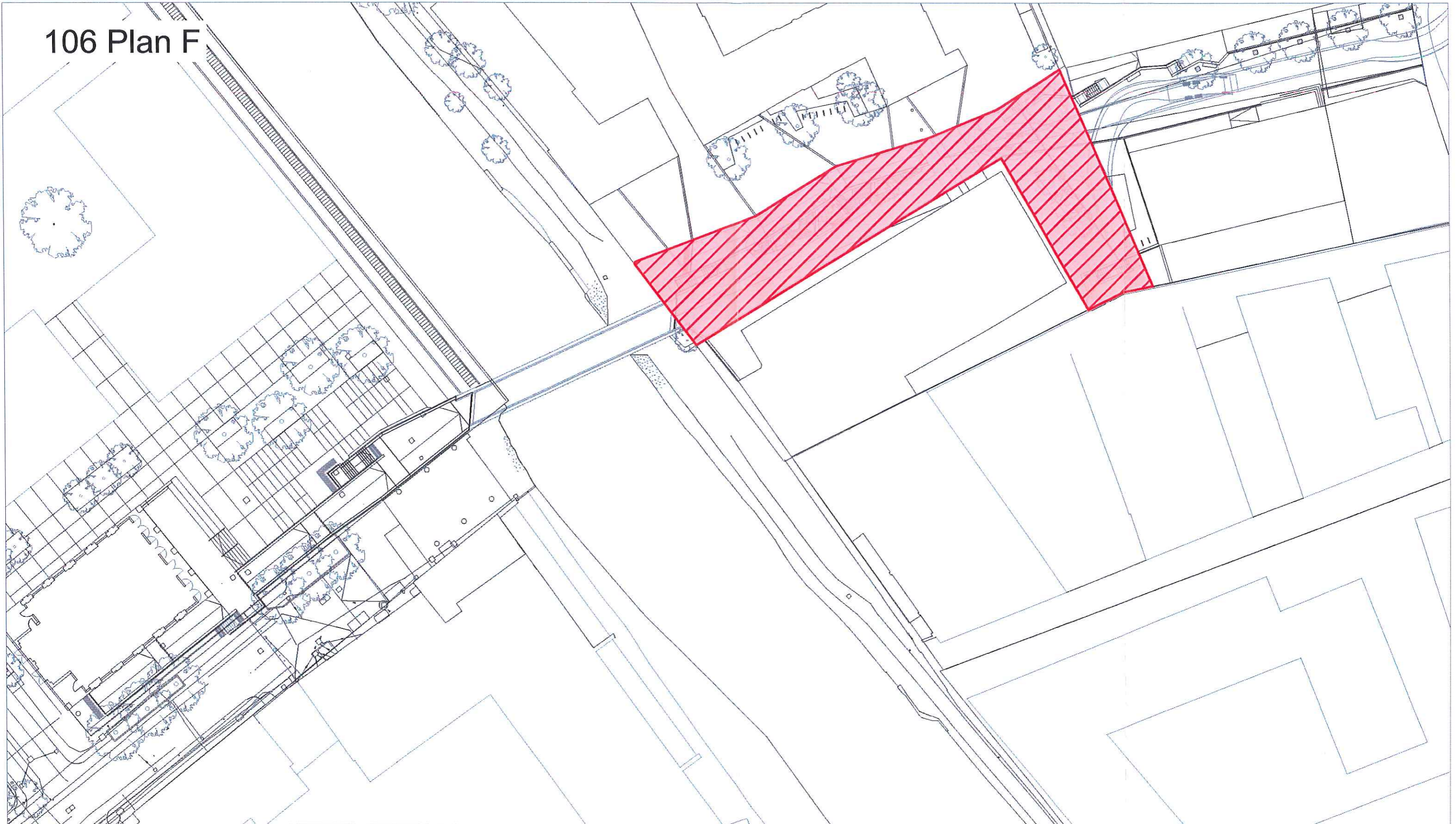
Tel: 020 7531 3300
Fac: 020 7531 3301
e-mail: buj@buj.co.uk

Job title
**WICKSIDE
HEPSCOTT ROAD
E9 5HH**

Drawing title
**AFFORDABLE UNIT
LOCATION DIAGRAM**

Drawn by	Date	Scale		
KH	JAN 18	A1		
Checked	Date	Issued for		
Checked	Date C	INFORMATION		
Job No.	CIS# Ref.	Project/Status	Drawing No.	Revised
1186	PL	-	008	-

106 Plan F



PLANNING

Key

Notes:

1. Do not scale from this drawing.
2. All dimensions in mm unless noted otherwise.
3. All dimensions to be checked on site and discrepancies to be notified to A&S in writing.
4. Copyright Adams & Sutherland Ltd.
5. If in doubt, ask.

Client: Client Name

Job:
265 - Roach Point Bridge

Plot:

Date: 31.03.2017

Drawn: SM
Checked: SB
Approved: GS



Scale 1:500 @ A3

Adams & Sutherland
architecture landscape urban design

Tel: 020 7387 1717

info@adams-sul.com Fax: 020 7492 5599

Studio 1K, Highgate Business Centre
33 Greenwood Place, London NW5 1LB

Drawing Title:
Proposed LBTH Adoption Plan

Drawing No. 265_108

Rev. E

Handwritten signature and initials in black ink, including a large circular scribble and the letters 'AH'.

106 Plan G



PLANNING

Key



ACCESS ROUTE

Notes:

1. Do not scale from this drawing.
2. All dimensions in mm unless noted otherwise.
3. All dimensions to be checked on site and discrepancies to be notified to A&S in writing.
4. Copyright Adams & Sutherland Ltd.
5. If in doubt, ask.

Client: Client Name

Job:
265 - Roach Point Bridge

Plot:

Date: 31.03.2017

N



Scale 1:500 @ A3

Drawn: SM
Checked: SB
Approved: GS

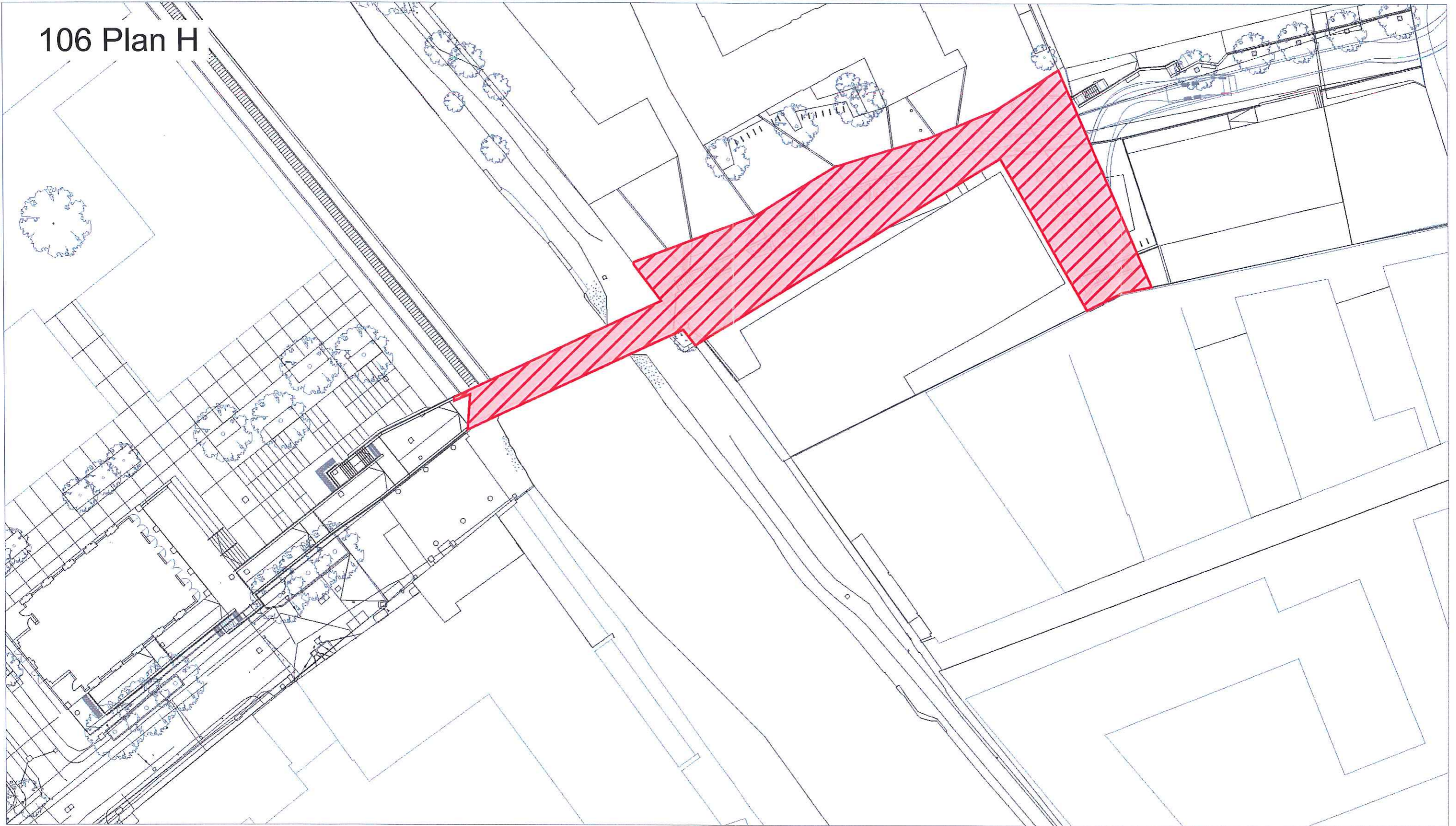
Adams & Sutherland
architecture landscape urban design

Tel: 020 7267 1747
Fax: 020 7492 2399
info@adams-sutherland.co.uk
Studio 1K, Hylgate Business Centre
53 Greenwood Place, London NW5 1LB

Drawing Title:
Proposed LBTH Adoption Plan

Drawing No. 265_108 Rev. E

106 Plan H



Key

PLANNING

Notes:

1. Do not scale from this drawing.
2. All dimensions in mm unless noted otherwise.
3. All dimensions to be checked on site and discrepancies to be notified to A&S in writing.
4. Copyright Adams & Sutherland Ltd.
5. If in doubt, ask.

Client: Client Name

Job: 265 - Roach Point Bridge

Plot:

Date: 31.03.2017

Drawn: SM

Checked: SB

Approved: GS

Scale 1:500 A3

Adams & Sutherland
architecture - landscape urban design

Tel: 020 7387 1717
Fax: 020 7492 6699
info@adams-sutherland.co.uk

Studio 1K, Highgate Business Centre
33 Greenwood Place, London NWS 1LB

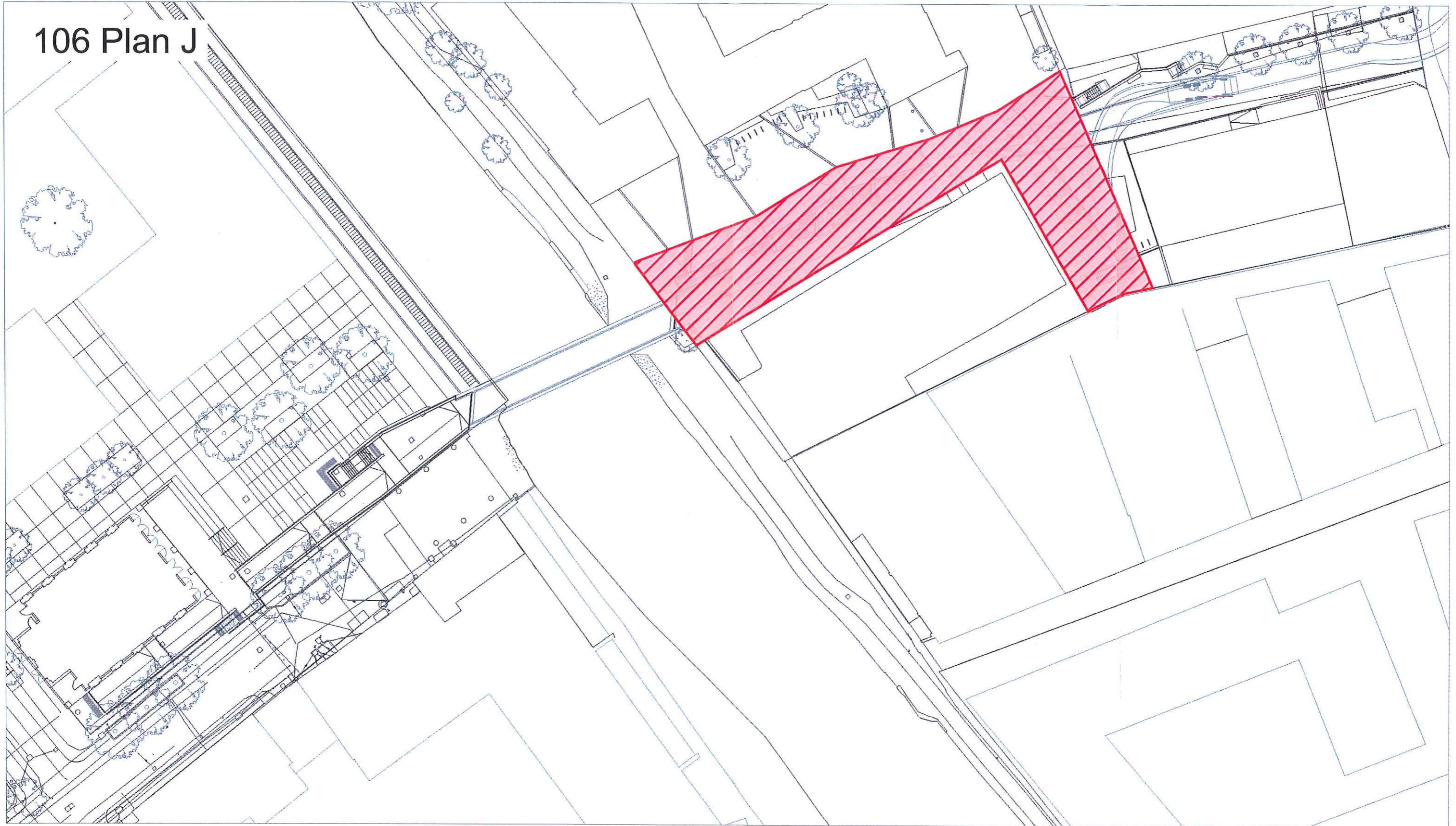
Drawing Title: Proposed LBTH Adoption Plan

Drawing No. 265_108 Rev. E



[Handwritten signatures]
AH

106 Plan J



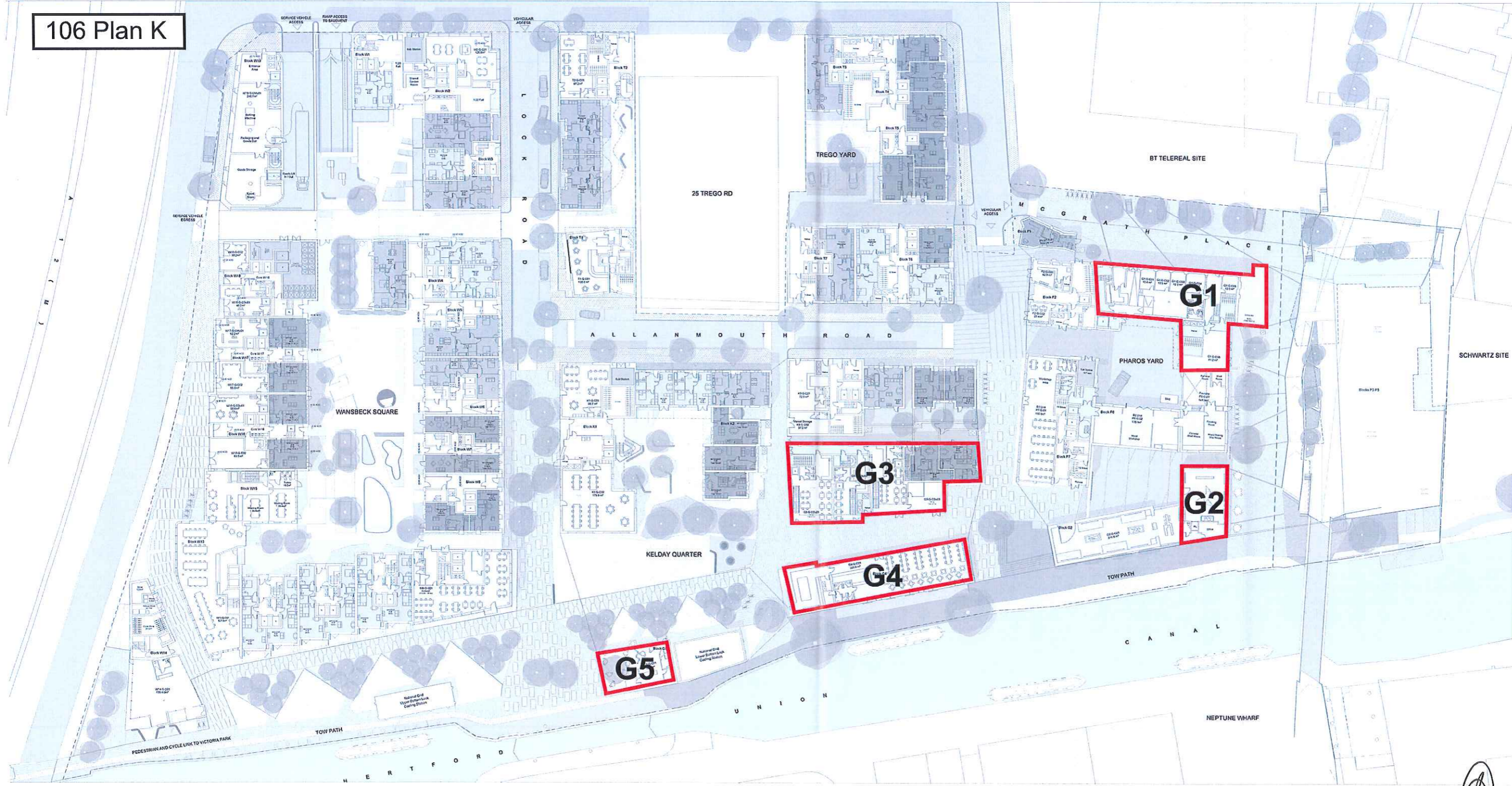
<p>PLANNING</p>	<p>Key</p>	<p>Notes:</p> <ol style="list-style-type: none"> 1. Do not scale from this drawing. 2. All dimensions in mm unless noted otherwise. 3. All dimensions to be checked on site and discrepancies to be notified to A&S in writing. 4. Copyright Adams & Sutherland Ltd. 5. If in doubt, ask. 	<p>Client: Client Name</p> <p>Job: 265 - Roach Point Bridge</p> <p>Plot:</p>		<p>Adams & Sutherland</p> <p>architecture landscape urban design</p> <p>Tel: 020 7287 1757 Fax: 020 7490 2490 info@adams-sutherland.co.uk</p> <p>Studio 1K, Highgate Business Centre 33 Greenwood Place, London NW5 1LB</p>
			<p>Date: 31.03.2017</p> <p>Drawn: SM Checked: SB Approved: GS</p>	<p>Drawing Title: Proposed LBTH Adoption Plan</p> <p>Drawing No. 265_108 Rev. E</p>	



Scale 1:500 @ A3

[Handwritten signature]
AA

106 Plan K



Notes
 1. All dimensions are in millimetres.
 2. All dimensions are to be checked on site and are subject to change without notice.
 3. All dimensions are to be checked on site and are subject to change without notice.
 4. All dimensions are to be checked on site and are subject to change without notice.
 5. All dimensions are to be checked on site and are subject to change without notice.

KEY:
 Non-designated Heritage Assets

NOTE:
 Refer to Drawing No. MCG-050 for Final Landscape Plan and Ground Levels
 Commercial unit layouts indicative only.



Author	Designer	Date	Rev

buj architects
 22 Wicksteed Road
 WICKSTEED
 VIC 3009

Wicksteed
 Hepscott Road E9 SHH

Non-designated Heritage Assets

Project	Date	Scale
1189 PL 106.2 A	JAN 2018	1:200

1189 PL 106.2 A

Handwritten signatures and initials:
 [Signature]
 AH

106 Plan L



Notes

1. All dimensions are in millimetres.
2. All dimensions are to the centre of the wall unless otherwise stated.
3. All dimensions are to the centre of the wall unless otherwise stated.
4. All dimensions are to the centre of the wall unless otherwise stated.
5. Notes to the plan shall be read in conjunction with the general notes.

KEY:

ACCESS ROUTE

NOTE:

Refer to Drawing No. MCG-050 for Final Landscape Plan and Ground Levels

Commercial unit layouts indicative only.



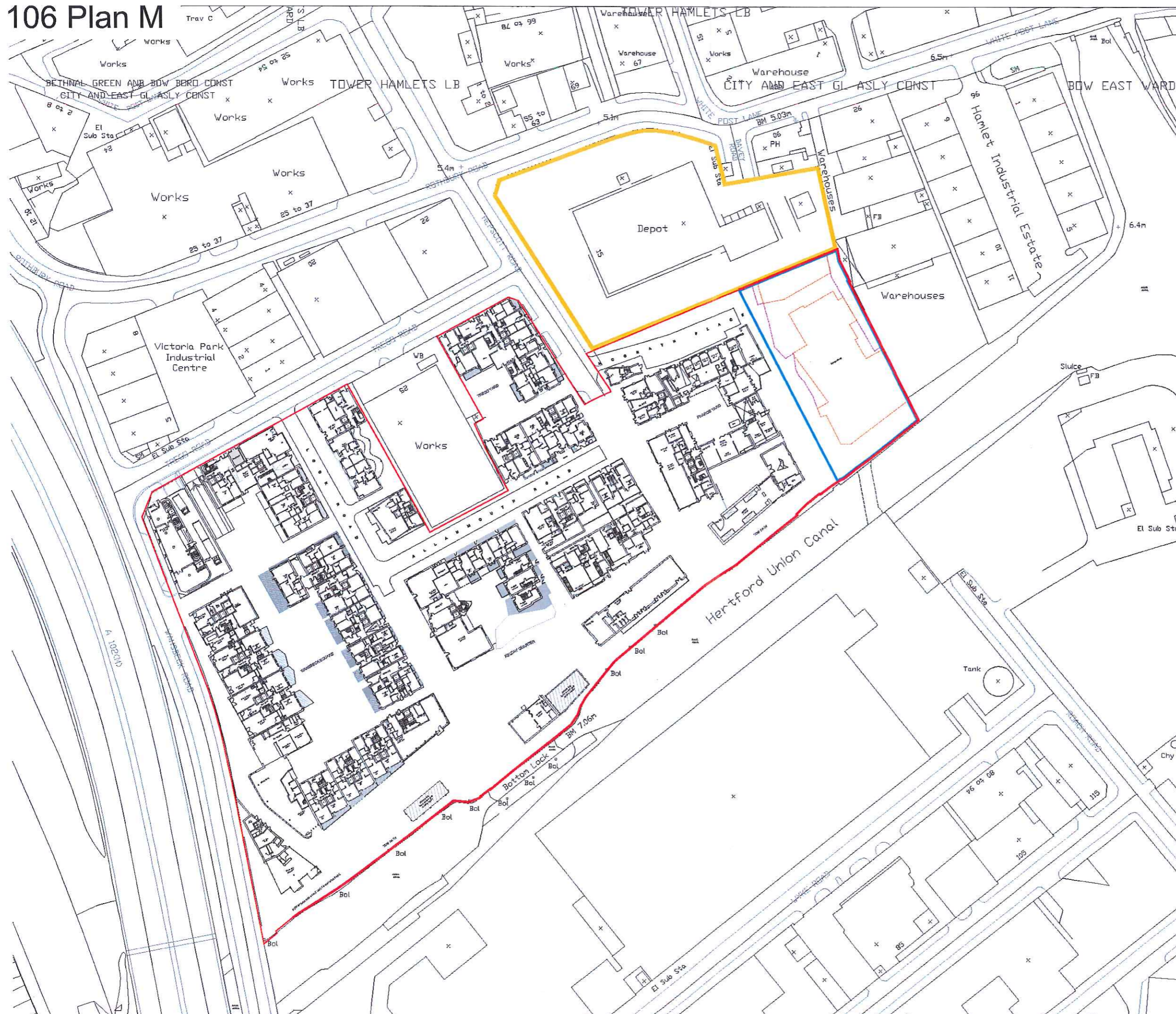
Wickside
 Hopscott Road E9 5H4

ACCESS ROUTE

Date: 10/01/2018
 Scale: 1:200
 Drawing: PLANNING
1189 PL 106.8 A

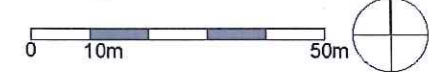
Handwritten signatures and initials: AA

106 Plan M



Notes

- 1 All dimensions are in millimeters.
- 2 Dimensions are not to be scaled directly from this drawing.
- 3 All dimensions are to be checked on site and the Architect is to be informed of any discrepancies before construction commences.
- 4 All references to drawings refer to the current revision of that drawing.
- 5 Structural and services information shown is indicative only. Refer to Consultants drawings for details and setting out.



KEY:

- Application Boundary
- Outline Application Area
- Block P3-P5 Minimum Parameter Boundary
- Block P3-P5 Maximum Parameter Boundary
- BT TELEREAL SITE LOCATION

AA

Rev	Description	Date	By	Chk

22-24 Victoria Parade
London
SE10 9FR

T: 020 7531 3300
F: 020 7531 3301
buj@buj.co.uk
www.buj.co.uk

Job title
**WICKSIDE
HEPSCOTT ROAD**

Drawing title
SITE LOCATION PLAN

BT TELEREAL SITE LOCATION

Drawn by	Date	Scale @ A1
initials	date	scale

Checked	Date	Issued for
initial	date	PLANNING

Job No.	Project Status	Block	Drawing No.	Revision
000	PL	-	106.12	A

106 Plan N



Notes
 1. All dimensions are in millimetres.
 2. All dimensions are to the centre line of the building unless otherwise indicated.
 3. All dimensions are to the centre line of the road unless otherwise indicated.
 4. All dimensions are to the centre line of the canal unless otherwise indicated.
 5. All dimensions are to the centre line of the tow path unless otherwise indicated.
 6. All dimensions are to the centre line of the wharf unless otherwise indicated.
 7. All dimensions are to the centre line of the site unless otherwise indicated.
 8. All dimensions are to the centre line of the plot unless otherwise indicated.
 9. All dimensions are to the centre line of the block unless otherwise indicated.
 10. All dimensions are to the centre line of the street unless otherwise indicated.

KEY:
 ACCESS ROUTE

NOTE:
 Refer to Drawing No. MCG-050 for Final Landscape Plan and Ground Levels
 Commercial unit layouts indicative only.



Approved to show the proposed building and site layout for the proposed development.
 buj architects
 223 Wickside Place, Wickside, Herts, AL4 9JH
 Tel: 01438 751100
 Fax: 01438 751101
 Email: info@buj.co.uk

Wickside
 Hepscoth Road EP 5HH

ACCESS ROUTE

Drawn: AH
 Date: JAN 2018
 Scale: 1:200
 Project: PLANNING
 1189 PL 106.13 A

[Handwritten signature]
 AH

106 Plan P



Notes

KEY:

- Application Boundary
- Outline Area
- Block P3-P5 Minimum Parameter Boundary
- Block P3-P5 Maximum Parameter Boundary

Legend:

- Semi-Private Amenity (2170 sqm)
- Private Amenity (1719 sqm)
- Defensible Space (87 sqm)
- Shared Amenity (4087 sqm)
- Linear Park within estate (5000 sqm)
- Tow Path (2179 sqm)
- extents of linear park inc. retained heritage buildings (9935 sqm)

NOTE:

Refer to Drawing No. MCG-050 for Final Landscape Plan and Ground Levels

Commercial unit layouts indicative only.

Scale: 1:1000

Project Information:

Wicksie Hespocott Road E9 SHH

AMENITY BREAKDOWN Ground Floor Plan

1186 PL - 009

A, B, C -
Wansbeck Square, Trego Yard
Communal amenity with controlled public access

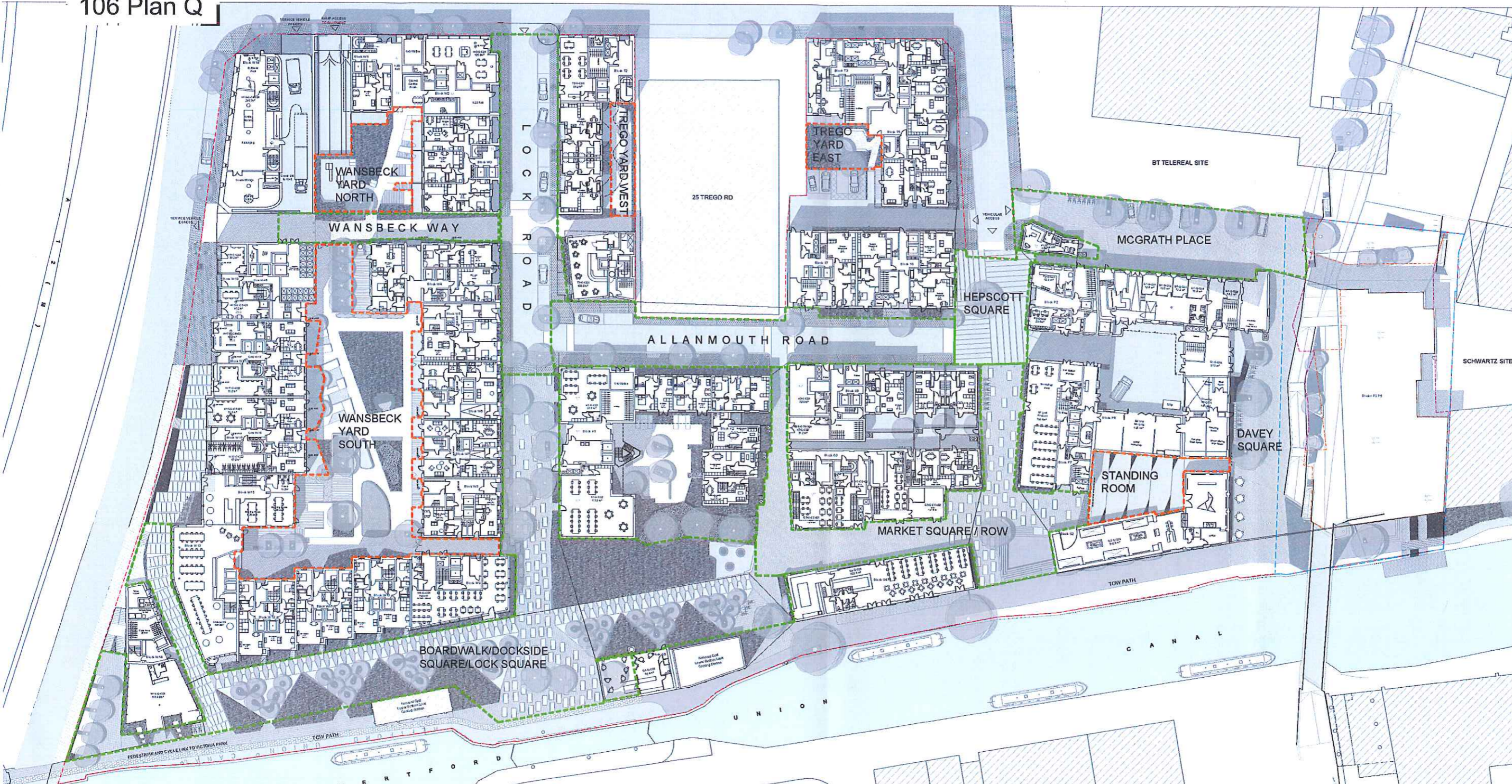
D -
Publicly accessible space controlled for creative industry operational uses

E -
Pharos Yard
Occasional public access controlled by Pharos tenants

F -
Communal Amenity for Kelday residents - No access to public

Handwritten signatures and initials: AH, AP

106 Plan Q

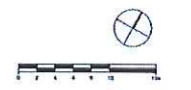


- Notes**
- All dimensions are in millimeters.
 - All drawings are to be checked on site and the building is to be checked at the completion of the construction work.
 - All dimensions are always refer to the corner of the building.
 - Structural and services information should be obtained and refer to Discipline drawings for details and details etc.
 - Refer to individual building plans for precise details. Structural and services details should be obtained and refer to Discipline drawings for details and details etc.

- KEY:**
- Application Boundary
 - Outline Area
 - Block P3-P5 Minimum Parameter Boundary
 - Block P3-P5 Maximum Parameter Boundary

- NAMED PAOS
- NAMED RPAOS

NOTE:
Refer to Drawing No. MCG-050 for Final Landscape Plan and Ground Levels
Commercial unit layouts indicative only.



buj architects

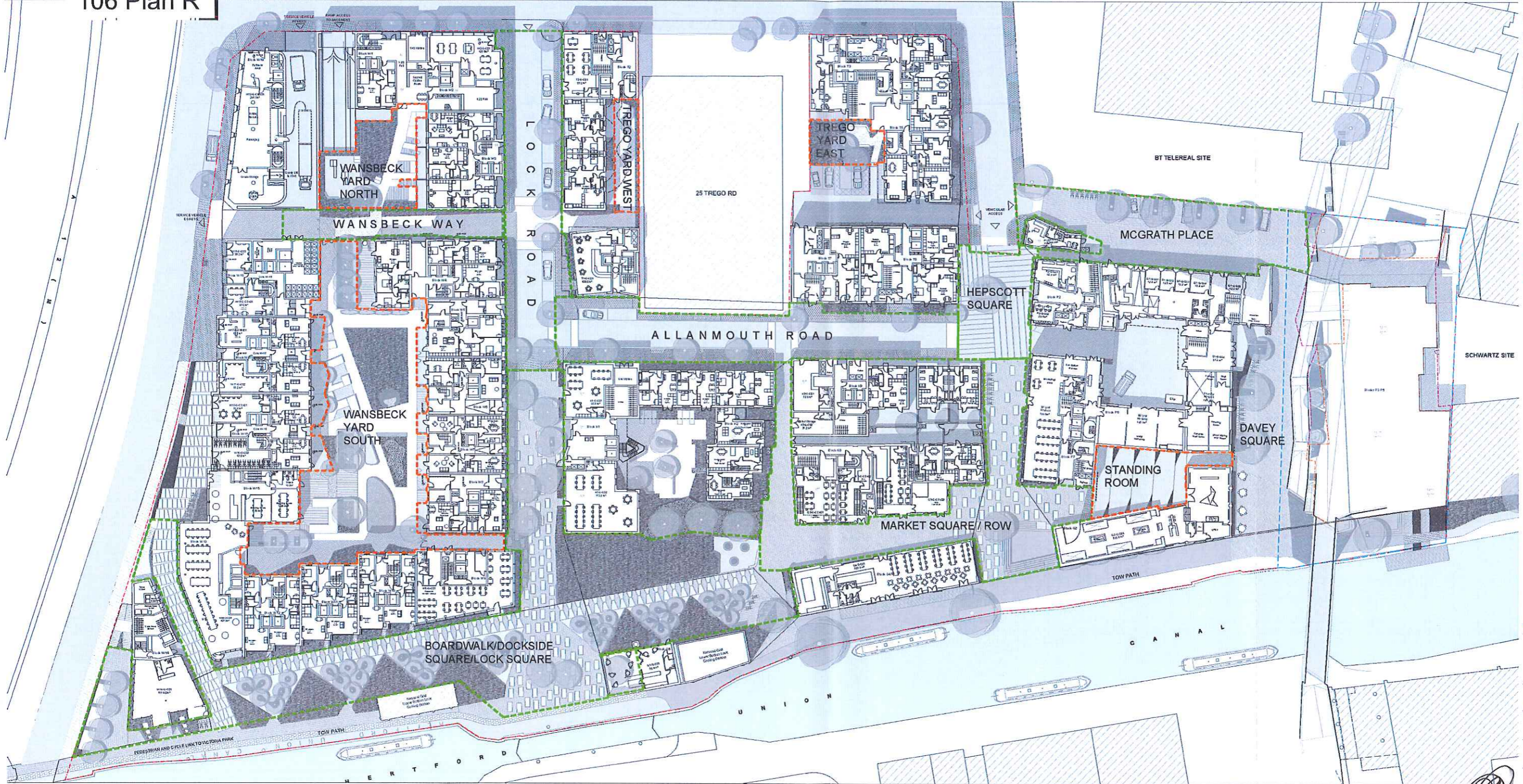
Wickside
 Hepscott Road E9 5HH

AMENITY BREAKDOWN
Ground Floor Plan

NO.	AREA	NO. OF UNITS	NO. OF FLOORS
1	STANDING ROOM	1	1
2	DAVEY SQUARE	1	1
3	MARKET SQUARE / ROW	1	1
4	HEPSCOTT SQUARE	1	1
5	TREGO YARD EAST	1	1
6	TREGO YARD WEST	1	1
7	WANSBECK YARD NORTH	1	1
8	WANSBECK YARD SOUTH	1	1
9	BOARDWALK/DOCKSIDE SQUARE/LOCK SQUARE	1	1

AA

106 Plan R



Notes

- All dimensions are in millimeters.
- All dimensions are to be applied on site and the contractor is to be responsible for any discrepancies before construction commences.
- All dimensions are to be applied to the center of mass of the building.
- Structural and services dimensions shown for blocks and building etc.
- Refer to individual building plans for precise details. Structural and services dimensions are to apply floor to floor heights.

KEY:

- Application Boundary
- Outline Area
- Block P3-P5 Minimum Parameter Boundary
- Block P3-P5 Maximum Parameter Boundary

NAMED PAOS
NAMED RPAOS

NOTE:
Refer to Drawing No. MCG-050 for Final Landscape Plan and Ground Levels
Commercial unit layouts indicative only.

Scale: 1:200

Project Information:
 Wickside
 Hepscott Road E9 5HH
 AMENITY BREAKDOWN
 Ground Floor Plan
 1188 PL - 010

Handwritten initials and signature:
 [Signature]
 AA

106 Plan S



Notes:

1. All dimensions are in meters.
2. The boundaries of the site are shown in black and the boundaries of the site are shown in grey.
3. All dimensions are shown in meters.
4. All dimensions are shown in meters.
5. All dimensions are shown in meters.

KEY:

ACCESS ROUTE

NOTE:

Refer to Drawing No. MCG-050 for Final Landscape Plan and Ground Levels

Commercial unit layouts indicative only.



Rev	Description	Date	By	CHK
1	Issue for Information	01/2018	AAH	AAH
2	Issue for Approval	01/2018	AAH	AAH

buj architects

221 Park Road
London
E14 6AF

Wickside
Hepscott Road E9 5HH

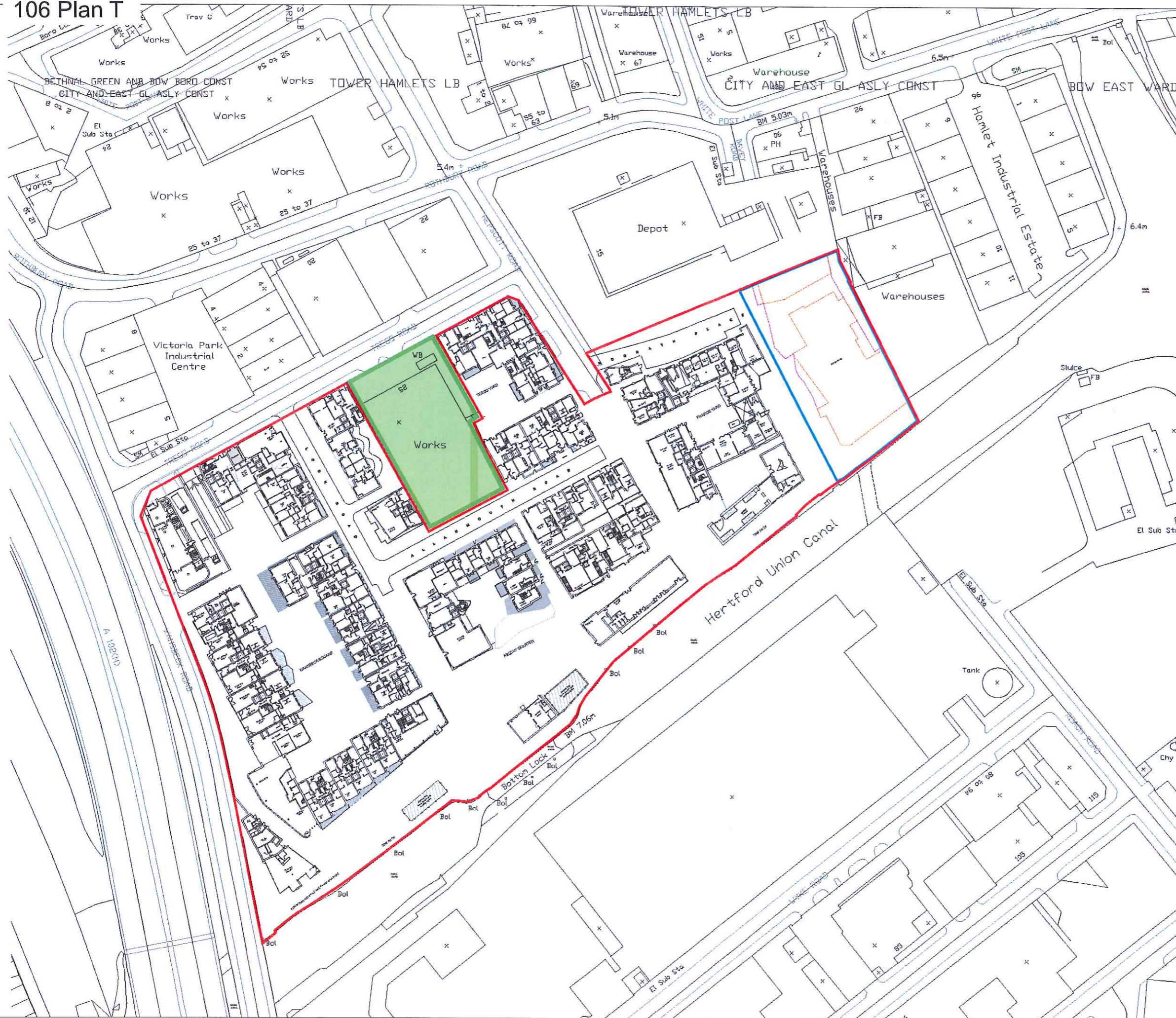
ACCESS ROUTE

Scale: 1:1000
Date: JAN 2018
Sheet: 1203

1189 PL 106.17 A

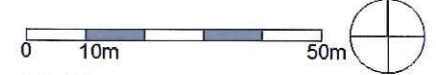
AAH

106 Plan T



Notes

- 1 All dimensions are in millimeters.
- 2 Dimensions are not to be scaled directly from this drawing.
- 3 All dimensions are to be checked on site and the Architect is to be informed of any discrepancies before construction commences.
- 4 All references to drawings refer to the current revision of that drawing.
- 5 Structural and services information shown is indicative only. Refer to Consultants drawings for details and setting out.



KEY:

- Application Boundary
- Outline Application Area

TREGO ROAD SITE LOCATION

Rev	Description	Date	By	Chk



22-24 Victoria Parade
London
SE10 9FR
T: 020 7531 3300
F: 020 7531 3301
buj@buj.co.uk
www.buj.co.uk

Job title
**WICKSIDE
HEPSCOTT ROAD**

Drawing title
SITE LOCATION PLAN

TREGO ROAD SITE LOCATION

Drawn by: KH Date: SEP 2018 Scale @ A1: 1:1250
Checked: [] Date: [] Issued for: **PLANNING**

Job No. Project Status Block Drawing No. Revision
1254 PL - 106.18 A

Play has been a core theme in the design of Wickside; the canal side park, the streets, the semi public space of the yards and raised ground plane of roof terraces accessible from inside each building.

Over the last decade research demonstrating both the purpose of play and the risks of restricting the hours and spaces of play has changed public policy. Specific playground space is still desirable and age specific equipment is still valued but the hard lines have softened around what is considered playscape and the wider environment. For a growing child or changing teenager or for that matter an ageing adult a cityscape will please through offering a degree of changeability which reflects their shifting interests. The design challenge is to create landscapes which are suggestible but also open to interpretation. The open invitation to appropriate space for playing and socialising is of primary importance to an animated public realm.

The following principles from Play Englands '10 principles for designing successful play spaces' [ref] have informed our design. We have sought to achieve those aims as follows:

Successful play spaces are bespoke
The character of the yards and public pedestrian realm are built around movement, inviting tag games and double backs around a maze of circular routes at varying scales. While mindful of the need for clear unobstructed views for a sense of safety and well being there are moments where concealment is possible for hide and seek games, and plants in summer will add more territory for small children to hide. Spaces blank walls offer a green Long paths with distinctive paving and distant goals offer places for grandmother footsteps The paving leading to and from the canal is dotted with 2x1m concrete slabs, a shape large enough to morph into boats or spacecraft In a game. The syncopated rhythm of these slabs suggests the footsteps of a drunk giant, the directionality and in consistency of pattern being strongly human even at that grander scale.

Successful play spaces are well located
Families need easy access to outdoor play; playspaces that are close to the home can be more frequently visited. The yards offer a place for children to meet each other and devise yard specific games. Where there is gallery access there are wider points for snatch moment of informal play with neighbours. The roof terraces have less natural surveillance but are safe easily accessible places for families to visit in their slippers, a place to take a coffee, do your shopping online while your children play. Diverse play opportunities are well distributed along the linear park creating an exciting episodic landscape for children.

Successful play spaces make use of natural elements
Water and greening offer a natural setting for play at Wickside. For older children the canal is a great opportunity for canoeing and Wickside will host a canoe club and canal boat club similar to the Islington Boat Club. Empowering play which involves planting for Food growing and decorative planting beds will be available to Wickside residents and their friends. are one of the major the, diverse spaarranged to offer sunny places and shady places to play. In winter high octane activities like scooting around the path, jumping on the trampolines and running around trees allow residents and visiting children to explore the park. In summer the ground plane is also available lawns, broad steps and concrete play tables

Successful play spaces provide a wide range of play experiences

Successful play spaces are accessible to both disabled and non disabled children Slabs for chalk square

Successful play spaces meet community needs socialising

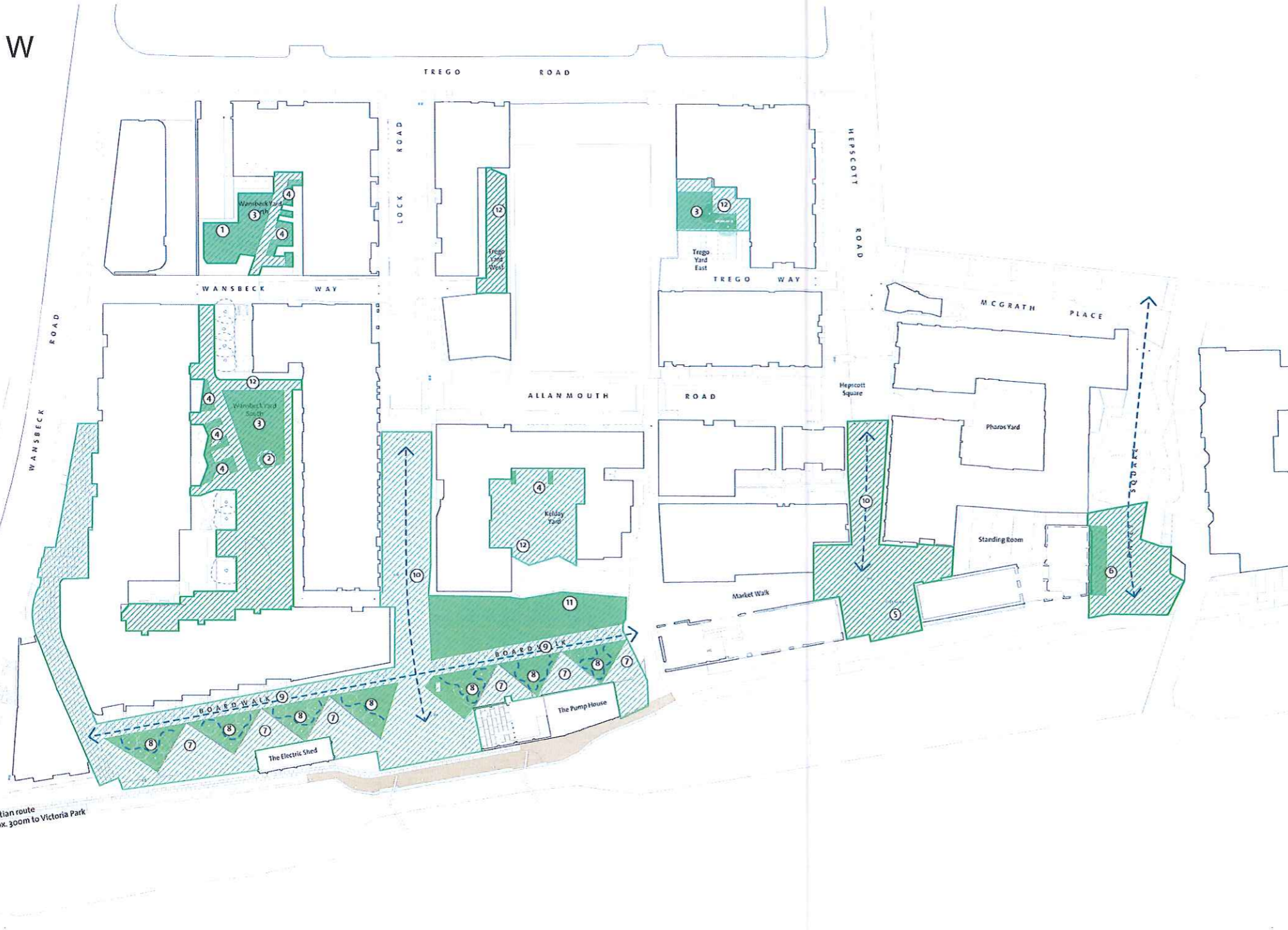
Successful play spaces allow children of different ages to play together intergenerational

Successful play spaces build in opportunities to risk and challenge

Successful play spaces are sustainable and appropriately maintained

Successful play spaces allow for change and evolution.

AS



Playscape Strategy Key

- 1. dedicated playspace for ages 0-11 slides of different heights appropriate for different age groups refer to drawing MCG066
- 2. dedicated playspace for ages 0-11 sandpit and seating area for adult supervision
- 3. informal playspace lawn area for informal play and field sport
- 4. education play ages 2-12+ micro allotments where children and young adults can garden, grow plants and food
- 5. dedicated playspace 0-12+ A sunken piazza surrounded by broad york stone steps with smooth concrete surface ideal for chalk art and play. Steps provide seating for adult supervision.
- 6. informal playspace flush road studs integrated into hardsurface and continuing rhythm of landscaping in Davey Square
- 7. informal playspace for 12+ triangular lawn loungers, south facing and look to the canal and provide seating areas for young adults to socialise and sit in groups
- 8. informal playspace robinia trees with low canopies planted in organically shaped tree pits, create playable landscape
- 9. routes to play The Boardwalk is a wider, safer route along the Hertford Union Canal than the tow path. The contrasting bands of darker and lighter hardsurfacing creates a playful route long the linear park
- 10. routes to play "Drift paving", contrasting concrete pavers and blue-grey brick pavers, creates playful north/south routes along the linear park
- 11. dedicated play space fr ages 3-11 trampolines on rubber crumb safety surface refer to drawing MCG067
- 12. seating areas in yards for teenagers of residential blocks to meet and socialise

↔ playable routes

▨ playable landscape; multi-functional space which can be played upon 5870 m²

■ dedicated playspace 1501 m²



slides at differing heights for age groups 0-11



trampolines and safety surface in public park



sandpit with seating or adult supervision



playable landscaping with shaped tree pits



allotments within yards for educational play



canal side lawn loungers

WICKSIDE

LANDSCAPE PLAYSCAPE STRATEGY

Scale 1/500 @ A1

Ash Sakula Architects
T +44 20 7831 0195
E info@ashsak.com

15 August 2016

APPENDIX 2
DRAFT PLANNING PERMISSION

OUTLINE APPLICATION 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

R O'Conner,
McGrath Bros Waste Control (Hackney) Ltd

Agent

Philip Chadda,
TC Developments (South East) Ltd
Ideas House,
Eastwood Close,
South Woodford,
London,
E18 1RT

Part I - Particulars of Application

Date of Application: 09-Nov-2016

Application No: 16/00451/OUT

- Proposal: 'Hybrid' planning application for comprehensive mixed-use redevelopment of 2.88ha site comprising:
- retained/part-retained/refurbished buildings, demolition of all remaining operational buildings, structures and plant, including sections of perimeter wall/steel fence.
 - new open space, canal-side urban park integrated into towpath and internal pedestrian and vehicular access routes
 - up to 39 new/refurbished buildings/blocks to provide for a mix of land uses comprising:
Residential (475 units) (up to 51,758sqm GIA) (Use Class C3);
 - Commercial and Community Uses (up to 10,849 sqm GIA) (Class A, B, and D)
 - Parking for private car/motorcycle, plus resident and visitor cycle parking.

Detailed element

Application for full planning permission for Phase 1, 2, 3A and 4 on 2.63ha comprising:

- 5 No. retained (or part -retained) and refurbished buildings G1-G5
- Demolition of all remaining buildings and boundary structures;
- New/retained buildings comprising 57,166.50sqm (GIA)
- Residential (Class C3) comprising 435 dwellings (47,758.20 47,588.90sqm GIA)
- Commercial floorspace within Classes A1, A2, A3, A4, B1, D1 and D2, comprising
- 9,408.3 9,577.6sqm GIA (8,414sqm NIA) to include:
 - business (Class B1) uses including offices, incubator space, light industrial workshops, studios and micro-brewery (6,583.3sqm NIA)
 - local retail, service, and food and drink uses (Class A1, A2, A3, A4) (1,508.9sqm NIA)

- D1 Gallery spaces (321.8sqm NIA)
- New site access for pedestrians/vehicles, new internal access routes/streets/circulation; associated surface and underground parking for cars/cycles
- Commercial vehicle service bays
- New open spaces, including private and communal amenity, public realm and associated landscaping
- Associated site works.

Outline Element

Application for outline planning permission (with all matters reserved except access) for up to 3 co-joined blocks on 0.25ha to comprise:

- Demolition of all existing buildings and removal of structures
- Residential (Class C3) – up to 40 dwellings - floorspace not exceeding, but ranging between 4,042.30sqm and 6,199.10sqm GIA (NIA – between 2,806sqm and 3,514sqm)
- Commercial/community floorspace within Use Classes A1, A3, B1, D1 and D2 comprising up to but not to exceed 1,440.8sqm NIA) to include:
 - Local retail and food and drink uses (Class A1, A3) not exceeding 217.3sqm NIA
 - Business premises (Class B1) including artists workshops and studios not exceeding 1,047.5sqm NIA
 - D1 gallery and D2 floorspace not exceeding 176sqm NIA
- Creation of northern bridge approach/abutment for new Canal Crossing
- Provision of new site access points
- Provision of new open spaces, including private and communal amenity, public realm and associated landscaping
- Associated site works.

Location: McGrath Works Depot Waste Recycling Station, 3-13 Hepscott Road, London, E9 5HB

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 **OUTLINE 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:

The following conditions are applicable to the part of the development granted full planning permission and which is shown as red on plan 1186 PL-001 only:

1. Time limit - Full

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. Approved Plans

The development, including demolition and construction, shall be carried out in accordance with the following details and plan numbers and retained thereafter:

1186	PL	001		Site Location Plan - Proposed
1186	PL	002		Detailed & Outline Application Plan
1186	PL	005		Demolition Plan - Ground Floor
1186	PL	006		Demolition Plan - First Floor

1186	PL	009	A	Composite Plans	Basement Layout
1186	PL	010	B		Ground Floor GA
1186	PL	011	B		First Floor GA
1186	PL	012	B		Second Floor GA
1186	PL	013	A		Third Floor GA
1186	PL	014	A		Fourth Floor GA
1186	PL	015	A		Fifth Floor GA
1186	PL	016			Sixth Floor GA
1186	PL	017			Seventh Floor GA
1186	PL	018			Eighth Floor GA
1186	PL	019			Roof Plan

MCG		030		Overall	Overall Composite Elevations 1/4
MCG		031			Overall Composite Elevations 2/4
MCG		032			Overall Composite Elevations 3/4
MCG		033			Overall Composite Elevations 4/4
MCG		034		Kelday Quarter	Kelday Quarter Composite Elevations 1/2
MCG		035			Kelday Quarter Composite Elevations 2/2
MCG		036		Trego Square	Trego Square Composite Elevations 1/2
MCG		037			Trego Square Composite Elevations 2/2
MCG		038		Pharos Yard	Pharos Yard Composite Elevations 1/3
MCG		039			Pharos Yard Composite Elevations 2/3
MCG		040			Pharos Yard Composite Elevations 3/3
MCG		041		Wansbeck Square	Wansbeck Square Composite Elevations 1/4
MCG		042			Wansbeck Square Composite Elevations 2/4
MCG		043			Wansbeck Square Composite Elevations 3/4
MCG		044			Wansbeck Square Composite Elevations 4/4

MCG		050	G		Landscape Ground Floor Plan
MCG		051			Landscape Roof Plan

MCG		060			The Slipway Landscape Section
MCG		061			Bear's Head Landscape Section
MCG		062			Lawn Loungers Landscape Section
MCG		063			Robinia Rain gardens Landscape Section
MCG		064			Wansbeck Play Area Landscape Section
MCG		065			Wansbeck Way Traffic Table Landscape Section
MCG		066			Wansbeck Yard Landscape Section
MCG		067			Wansbeck Yard Light Wells Landscape Section
MCG		068			Lock Road Landscape Section
MCG		069			Lock Square Landscape Section
MCG		070			Mountain and Cafe Landscape Section
MCG		071			Kelday Yard Landscape Section
MCG		073			Trego Yard East Landscape Section
MCG		074			Ordinary Street Landscape Section
MCG		075			Hepscott Square Landscape Section

MCG		076		Market Walk Landscape Section
MCG		077		Chalk Square Landscape Section
MCG		078		Standing Room Landscape Section

MCG		090	A	Landscape Hardworks Strategy
MCG		091		Landscape Softworks Strategy
MCG		092		Landscape Tree Strategy
MCG		093		Landscape Fittings and Furniture Strategy
MCG		095		Landscape Lighting Strategy
MCG		097		Landscape Playscape Strategy
MCG		098	C	Landscape Roof Playscape Strategy

1186	PL	100	A	W1 W2 W3	Plan
1186	PL	101	A		Section
1186	PL	102	A		Elevation
1186	PL	103		W4 W5 W6 W7 W8	Plan
1186	PL	104			Section
1186	PL	105			Elevation
1186	PL	106		W9 W10 W11 W12	Plan
1186	PL	107			Section
1186	PL	108			Elevation
MCG		109		W13 W15	Plan
MCG		110			Plan
MCG		111			Section / Elevation
MCG		112		W14	Plan
MCG		113			Section / Elevation
1186	PL	114		W16 W17 W18	Plan
1186	PL	115			Section
1186	PL	116			Elevation
1186	PL	117		W19	Plan
1186	PL	118			Section
1186	PL	119			Elevation
111		120		T1	Plan
111		122			Elevation
1186	PL	123		T2	Plan
1186	PL	124			Section
1186	PL	125			Elevation
1186	PL	126	B	T3 T4 T5	Plan
1186	PL	127			Section
1186	PL	128	C		Elevation
1186	PL	129		T6 T7	Plan
1186	PL	130			Section
1186	PL	131			Elevation
1186	PL	132		K1 K2	Plan

1186	PL	133			Section
1186	PL	134	A		Elevation
1186	PL	135		K3 & G3	Plan
1186	PL	136			Section
1186	PL	137	A		Elevation
1186	PL	138		G4 G5 G2 G2A	Plan
1186	PL	139			Section
1186	PL	140			Elevation
MCG		141		P1	Plan, Section, Elevation & Bay
1186	PL	142	A	P2 G1	Plan
1186	PL	143			Section
1186	PL	144			Elevation
1186	PL	145		P6 P7	Plan
1186	PL	146			Section
1186	PL	147			Elevation

1186	PL	200		W1 W2 W3	Typical Bay
1186	PL	201		W4 W5 W6 W7 W8	Typical Bay
1186	PL	202		W9 W10 W11 W12	Typical Bay
MCG		203		W13 + 15	South + West Bay Study
MCG		204			East + South Bay Study
MCG		205		W14	South + East Bay Study
MCG		206			East + North Bay Study
MCG	PL	207		W16 W17 W18	Typical Bay
1186	PL	208		W19	Typical Bay
		209		T1	Typical Bay
1186	PL	210		T2	Typical Bay
1186	PL	211		T3 T4 T5	Typical Bay
1186	PL	212		T6 T7	Typical Bay
1186	PL	213		K1 K2	Typical Bay
1186	PL	214			Typical Bay
1186	PL	215		K3 G3	Typical Bay
1186	PL	216		G2 G2A G4 G5	Typical Bay
1186	PL	217		P2 G1	Typical Bay
1186	PL	218		P6 P7	Typical Bay

1186	PL	300			Wheelchair Flat Type 1 - 3
1186	PL	301			Wheelchair Flat Type 4 - 7
1186	PL	302			Wheelchair Flat Type 8 - 10
1186	PL	303			Wheelchair Flat Type 11 - 12
1186	PL	304			Wheelchair Flat Type 13 - 14
1186	PL	305			Wheelchair Flat Type 15 - 17
1186	PL	306			Wheelchair Flat Type 18 - 20

1186	PL	400			Demolition drawings - Block G1 ELE 1
1186	PL	401			Demolition drawings - Block G1 ELE 2
1186	PL	402			Demolition drawings - Block G1 Plan 00
1186	PL	403			Demolition drawings - Block G1 Plan 01
1186	PL	404			Demolition drawings - Block G1 Plan 02
1186	PL	405			Demolition drawings - Block G2 ELE
1186	PL	406			Demolition drawings - Block G2 Plan
1186	PL	407			Demolition drawings - Block G3 ELE 1
1186	PL	408			Demolition drawings - Block G3 ELE 2
1186	PL	409			Demolition drawings - Block G3 Plan
1186	PL	410			Demolition drawings - Block G4 ELE
1186	PL	411			Demolition drawings - Block G4 Plan
1186	PL	412			Demolition drawings - Block G5 ELE
1186	PL	413			Demolition drawings - Block G4 Plan

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

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

The following conditions are applicable to the part of the development granted outline planning permission and which is shown as blue on plan 1186 PL-001 only:

3. Time limit – Outline

Details of the access, appearance, landscaping, layout and scale, for the outline element shall be submitted to and approved in writing by the Local Planning Authority within two years of the date of this permission. The development within Phase 1 hereby permitted must be begun no later than the expiration of two years from the date of the approval of the last of the Reserved Matters.

Reason: To comply with the provisions of Section 91 and 92 of the Town and Country Planning Act 1990.

4. Parameter Plans and Design Code - Outline

The development within the Outline Planning Application Area shall not be constructed unless in accordance with the following plan numbers:

- Parameter plans:

MGC		148		P3 P4 P5	Lower Ground to First Floor Plan
MGC		149			Second to Fourth Floor Plan
MGC		150			Fifth Floor to Roof Plans
MGC		151			Elevations

- Wickside Outline Element Design Code Rev C

All applications for Reserved Matters shall demonstrate compliance with the drawings approved above. Notwithstanding the landscape plan MCG 050B, the reserved matters application shall be designed so that the set of steps associated with Building P5 are set further back from the towpath, so as not to reduce the towpath width.

Reason: to ensure that the development is undertaken in accordance with the approved drawings and documents.

The following conditions are applicable to the entirety of the development:

5. Phasing of Development

The development hereby approved shall be implemented in accordance with the submitted Phasing Plan. There shall be no variations to the approved phasing save where any application made pursuant to this condition is approved in writing in advance by the Local Planning Authority.

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

6. Development in accordance with Environmental Statement

The Development hereby permitted (including all Reserved Matters applications and other matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in the document Wickside ES Volume 1: Environmental Statement and Wickside Further information and clarifications, October 2017, unless otherwise provided for in any of these Conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

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

7. Development to be carried out in accordance with approved details

The development hereby permitted, including demolition and construction, shall be carried out and where applicable permanently retained thereafter in accordance with all details approved by the Local Planning Authority pursuant to these conditions.

Reason: To ensure that all works are properly implemented and retained and that the approved mitigation measures are implemented.

8. Notice of Commencement

The development hereby permitted, including demolition, 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 written evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

Pre commencement justification: To enable the Local Planning Authority to monitor development.

9. Construction Environment Management Plan

Prior to commencement of the development hereby permitted, a Construction Environmental Management Plan (CEMP) shall be submitted to and approved in writing by the Local Planning Authority. The content of the CEMP shall include, but not be limited to, the following information:

a) Archaeology

i) No demolition or construction hereby permitted shall commence until a programme of archaeological work including a Written Scheme of Investigation has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include an assessment of significance and research questions, and all of the following:

- The provision of a site deposit model.
- The programme and methodology of site investigation and recording.
- The programme for post investigation assessment.
- Provision to be made for analysis of the site investigation and recording.
- Provision to be made for publication and dissemination of the analysis and records of the site investigation.

- Provision to be made for archive deposition of the analysis and records of the site investigation.
 - Nomination of a competent person or persons/ organisation to undertake the works set out within the Written Scheme of Investigation.
- ii) No demolition or development shall take place other than in accordance with the Written Scheme of Investigation approved under part (i) of this condition.
- iii) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under part (i) of this condition and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development is in accordance with Policy 7.8 of the London Plan (2016) and Policy BN.12 of the Local Plan (2015).

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

b) Demolition and Construction Management Plan

No demolition or construction hereby permitted shall commence until full details of the proposed construction methodology, in the form of a Demolition and Construction Management Plan (DCMP), have been submitted to and approved in writing by the Local Planning Authority. The DCMP shall include details regarding:

- a) Details and description of the works to be undertaken;
- b) Details of the personnel to be used and training they will receive;
- c) Details of Site Induction, Site Rules and PPE to be worn;
- d) Details of Health and Safety and Risks on Site;
- e) Hours of work, including any proposed Sunday or Bank Holiday working;
- f) Site Plan details;
- g) Safeguarding of buried services;
- h) The notification of neighbours with regard to specific works;
- i) Details on Community Consultation that will be carried out during the project;
- j) Advance notification of road closures;
- k) Details regarding parking, deliveries, and storage, (including hours of deliveries);
- l) Details of measures to prevent the deposit of mud and debris on the public highway;
- m) Mitigation and monitoring measures for Spills and Pollution Prevention, Noise and Vibration and Air Quality;
- n) Identification of Key Environmental Risks / Opportunities
- o) A feasibility survey, which shall be carried out to consider the potential for moving demolition and construction material from the site by waterborne freight.
- p) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- q) Details of collaboration with adjoining development sites to mitigate against detrimental impacts;
- r) Details of procedures to be followed in order to secure any required section 61 agreement under the Control of Pollution Act 1974;
- s) Details of Sustainable Waste Management to identify objectives, targets and project goals; and
Any other measures to mitigate the impact of construction upon the amenity of the area (including the River Lea and areas of adjacent habitat) and the function and safety of the highway network.

No demolition or development shall commence until provision has been made to accommodate all site operatives', visitors' and construction vehicles loading, off-loading, parking and turning

within the site or otherwise during the demolition and construction periods in accordance with the approved details.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with Policies 5.18, 6.11, 6.13, 7.13, 7.14, 7.15, of the London Plan (2016) and Policies T4, BN11 of the Local Plan (2015).

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

c) Construction & Demolition Dust Monitoring and Mitigation

No demolition or construction hereby permitted shall commence until a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be in accordance with the Greater London Authority's Supplementary Planning Guidance: The Control of Dust and Emissions during Construction and Demolition, published in July 2014 (or any subsequent revision) and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- The mitigation that will be implemented;
- 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.

Reason: To ensure that the construction of the Development minimises its environmental impacts and ensures high standards of sustainability are achieved in accordance with Policy 5.18 of the London Plan (2016) and Policy S.6 of the Local Plan (2015).

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

10. Construction Transport Management Plan

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

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

The CTMP shall include as a minimum the following information:

- attendance at the Construction Transport Management Group or similar meetings;
- the arrangements for liaison with the relevant highway authorities and emergency services;
- the hours of deliveries to the Site and measures for managing deliveries to or removal of materials from the Site;
- the method for applying for approvals for off Site highway works;
- road closures implementation and management;
- waterway closures implementation and management;
- measures to ensure access is maintained to the London Stadium and Arcelor Orbit;
- measures to ensure disruption to the local permissive path network is minimised;
- direction signing to worksites;
- reasonable mitigation works associated with ensuring safe crossing points;
- emergency access protocols and internal road naming conventions;
- workforce distribution, mode share and assignment, to include proposals for transport provision for movement of demolition/construction workforce;
- rail station capacities and rail line blockades which may require alternative workforce travel arrangements;
- designated routes for large goods vehicles and dealing with abnormal loads;
- highway enabling schemes for access to and from the demolition/construction sites;
- off Site parking issues including restrictions on parking in the area;
- parking provision and control for no more than 25 parking spaces in any Phase for demolition/construction workers' motor cars and vans used to travel to the Site restricted to Blue Badge parking, visitor parking and essential vehicle access
- provision for walking and cycling to and at the site;
- lorry holding areas;
- driver standards and enforcement within the demolition/construction sites and on the highway;
- monitoring;
- community liaison plan, including social media updates, and dealing with complaints; and
- requirements on membership of the Fleet Operator Recognition Scheme (FORS) and Construction Logistics and Community Safety Scheme (CLOCS) and implementation of vehicle safety measures and driver training including cycle awareness and an on-road cycle module.

Reason: To ensure that the demolition and construction of the Development minimise the scheme's environmental impacts in accordance with Policies 6.9, 6.11, 6.13 7.13 7.14 of the London Plan (2016) and Policies T.4 and BN.11 of the Local Plan (2015).

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

11. Contamination

a) Site Characterisation

No demolition hereby permitted (or phase 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 scheme of supplementary ground investigation and monitoring based on the previous assessments in the Environmental Statement describing and justifying the scope of investigations to provide sufficient information for a contamination risk assessment; and
2. A contamination risk assessment and remediation strategy report based on the findings of all phases of ground investigation.

The scheme of ground investigation (part 1) shall be agreed in writing with the Local Planning Authority before the ground investigation commences. The ground investigation and remediation

strategy (part 2) shall be implemented as approved, with any changes requiring the prior 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, in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and BN.13 of the Local Plan (2015).

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

b) Remediation Implementation and Verification Method Statement

No development hereby approved (or phase 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 in advance 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, in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and BN.13 of the Local Plan (2015).

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

c) 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 in advance with the Local Planning Authority.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development is carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and BN.13 of the Local Plan (2015).

d) 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, in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and BN.13 of the Local Plan (2015).

e) 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 demonstrate that there is no unacceptable risk to controlled waters from contamination; and this shall be submitted to and approved in writing by the Local Planning Authority in advance of any such infiltration taking place. The infiltration shall thereafter only take place and be permanently retained in accordance with the approved details.

Reason: To Safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN13 of the Local Plan (2015).

f) 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, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN13 of the Local Plan (2015).

12. Drainage Strategy

Prior to the commencement of the development hereby permitted, full details of the proposed surface water drainage, for the demolition, construction and operation phases of the development, shall be submitted to and agreed in writing by the Local Planning Authority, and thereafter the development shall be implemented in accordance with the approved details.

Reason: To determine the potential for pollution of the waterway and likely volume of water. Potential contamination of the waterway and ground water from wind blow, seepage or spillage at the site, and high volumes of water should be avoided to safeguard the waterway environment and integrity of the waterway infrastructure, in accordance with policies 5.12 and 5.13 of the London Plan (2016) and Policy S.8 and BN.13 of the Local Plan (2015).

Pre-commencement justification: to ensure that an appropriate drainage strategy can be implemented on site.

13. Water Supply Infrastructure

Prior to the commencement of the development hereby permitted an impact study of the existing water supply infrastructure shall have been first submitted to, and approved in writing by, the Local Planning Authority (in consultation with Thames Water). The study shall determine the magnitude of any new additional capacity required in the system and a suitable connection point, which shall be installed prior to the first occupation of the development hereby permitted.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with additional demand, in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan (2016) and Policy S.5 of the Local Plan.

Pre-commencement justification: to ensure that no construction activities are commenced without confirmation that the water supply infrastructure has sufficient capacity to deal with additional demand.

14. Waterborne Freight (CRT)

Prior to the commencement of the development hereby permitted, a feasibility study for waterborne freight during the demolition/construction phases shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure the development maximises water transport for bulk materials, in accordance with Policy 7.26 of the London Plan (2016), prior to any works taking place.

Pre-commencement justification: to ensure that opportunities for maximising water transport for bulk materials are not missed.

15. Secured by Design

Prior to the commencement of above ground works hereby permitted, details of the 'Secured by Design' measures to be incorporated in respect of the Development shall be 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 permanently retained in accordance with the approved details.

In aiming to satisfy this condition the applicant should seek the advice of the Police Designing Out Crime Officers (DOCOs). The services of the Police DOCOs are available free of charge and can be contacted via docomailbox.ne@met.police.uk or 0208 217 3813. It is the policy of the local planning authority to consult with the DOCOs in the discharging of community safety condition(s).

Reason: To ensure that the Development is safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF and Policy 7.3 of the London Plan (2016).

16. Ecological Management Plan

Prior to demolition or construction works hereby permitted, an Ecological Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan must detail the monitoring and maintenance activities which will be undertaken for the individual habitat types and green spaces, and bird and bat boxes which will occur at least yearly for the lifetime of the development. The plan will detail the remedial actions which will be taken to ensure that these features are maintained as a resource for the lifetime of the development. The plan will be adaptable to take account of changing practice or site requirements. The plan will also include safeguards to ensure a suitably experienced landscape contractor will be engaged to carry out the monitoring and maintenance activities. The development shall be carried out and permanently retained in accordance with the approved details.

Reason: To ensure that habitats created are adequately maintained to provide a long-term benefit to residents and to the species targeted within the ES, *in accordance with Policy BN3 of the Local Plan (2015).*

Pre commencement justification: To ensure appropriate measures are adopted prior to commencement of the works prevent unacceptable impacts on ecology

17. Ventilation Strategy

Prior to the commencement of the relevant phase of the development hereby permitted, full details of any and all mechanical systems including, but not limited to, heating, cooling, controls, fire systems, means of escape, ventilation/extraction or other associated plant equipment, shall be submitted to and approved in writing by the Local Planning Authority.

The submitted details shall include full calculations for heating, cooling & ventilation, equipment data sheets & specifications of all filtration, deodorising systems, noise output and termination points, along with full details of the routing of the mechanical ventilation and the passive provision of associated ducting including scaled plans. Particular attention shall be given to the potential high-level discharge of kitchen extract air and the discharge of toxic or odoriferous extract air where a high level of discharge is usually essential.

Reference shall be had to Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems published by DEFRA. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority

Reason: To ensure that the development is appropriately ventilated and to achieve suitable level of internal air quality and to prevent unacceptable effects on public amenity, in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Pre commencement justification: To ensure appropriate measures are adopted prior to commencement of the works to prevent unacceptable impacts on local amenity.

18. Grease trap

Prior to the occupation of the relevant commercial units hereby permitted, full details of the grease trap or grease digester system to be installed for the commercial kitchens shall be submitted to and approved in writing by the Local Planning Authority. Details shall include plan and sectional drawings with measured drain sizes and invert levels, and full manufacturers specifications. The approved scheme shall be completed prior to occupation of the relevant part of the development, and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

19. Overheating

Prior to the commencement of the relevant phase of development hereby permitted, an overheating strategy for that phase shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall be implemented prior to first occupation of the relevant phase and maintained on site. The strategy shall include details of the following for each of the buildings:

- a) Passive measures included in the design and provided by the developer to mitigate against overheating including, but not limited to, floor to ceiling heights of at least 2500mm, internal blinds in bedrooms, glazing g-value of 0.65 or below, and openable windows (with appropriate provision for security on lower floors).
- b) Details of measures that would be installed to prevent overheating in common areas with communal heating pipework in line with objective 3.9 of CIBSE CP1.
- c) Details of any management strategies required to control overheating and information that will be supplied to occupants to support the strategy.
- d) Dynamic modelling, in line with CIBSE TM59, shall be carried out to demonstrate that the measures installed are appropriate to control overheating without the need for mechanical cooling.

Reason: To ensure that suitable living conditions are achieved within the development and that the buildings do not overheat, in accordance with Policies 5.9, 5.10 and 5.11 of the London Plan (2016) and Policy S.7 of the Local Plan (2015).

20. Wind mitigation

Prior to commencement of above ground construction works hereby permitted, details of wind mitigation measures, including soft and hard landscaping and any façade details, shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that the proposed mitigation results in acceptable conditions in terms of safety and comfort within and around the development. The development shall be thereafter carried out in accordance with the approved details and the mitigation measures maintained as part of the development thereafter.

Reason: In order to ensure a high quality of design and public realm in regard to wind safety and comfort, in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

21. Piling Method Statement

No piling, including impact piling, shall take place until a piling method statement (detailing the depth and type of all piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for impact on ground water, damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water. All piling shall be undertaken in accordance with the terms of the approved piling method statement. It is recommended that complementary information (such as geotechnical site investigation reports, pile layout drawings, drawings showing relevant utilities, etc.) be provided with the above requirements to assist the Local Planning Authority's approval process.

The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.

Reason: The proposed works will be in close proximity to underground water utility infrastructure and some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution, in line with paragraph 109 of the NPPF and the Environment Agency's approach to groundwater protection March 2017; and in accordance Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

22. Waterway wall

Prior to the commencement of the canalside element of the development hereby permitted, a survey of the waterway wall, and full details of any proposed repairs to the waterway wall, shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Canals and River Trust. The waterway wall repairs shall be carried out in accordance with the approved details, prior to first occupation of the development. The works shall be permanently retained in accordance with the approved details thereafter.

Reason: To ensure that the proposed works do not have any adverse impact on the safety of waterway users and the integrity of the canal, in accordance with Policy BN.2 of the Local Plan (2015).

23. Waste use cease

Prior to the first occupation of any residential unit, the use of any part of the site for waste transfer station and demolition contractor's depot, or other Class B2/B8 use shall have permanently ceased.

Reason: To protect the amenity of future occupants and neighbours, in accordance with Policy BN.4 of the Local Plan (2015).

24. Materials

Prior to the commencement of any above ground works to the relevant phase of the development hereby permitted, samples and a schedule of the materials to be used in the external elevations of

that phase shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter built in accordance with the approved details. The following details are required:

- a) Brick (including mortar) and/or primary facing materials;
- b) Charred timber (block T1)
- c) Windows frames;
- d) External doors;
- e) Balustrades;
- f) Privacy screens;
- g) Balconies;
- h) Shopfronts; and
- i) Rainwater goods.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

25. Detailed Design

Prior to the commencement any above ground works to the relevant phase of the development hereby permitted, detailed architectural drawings (at scales of 1:5, 1:10 or 1:20 where appropriate, annotated with materials, reference, key and location plan) shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter built in accordance with the approved details, and permanently retained thereafter as such. The following details are required:

- a) Detailed brick elements and/or primary façade systems;
- b) Windows and doors;
- c) Building entrances (including cycle, plant and refuse stores);
- d) Shopfronts and commercial frontage, including signage zones, entrances and ventilation;
- e) Soffits;
- f) Parapets;
- g) Balconies (including soffits and balustrade detailing)
- h) Gates, fences, walls and means of enclosure.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

26. Mountain

Prior to the commencement of above ground works to the relevant phase of the development hereby permitted, details of the proposed 'mountain', including materials and samples, detailed architectural drawings, specification of species of trees, shrubs and plants and measures for maintenance, shall be submitted to and approved in writing by the Local Planning Authority. If the Local Planning Authority consider that the proposed mountain would not be acceptable, details of alternative features/treatment for this area shall be submitted to and approved in writing by the Local Planning Authority. This element of the scheme shall be implemented prior to occupation of the relevant phase of development hereby permitted; and permanently retained thereafter.

Reason: To ensure the delivery of a high-quality landscape feature, in accordance with Policies BN.1 and BN.4 of the Local Plan (2015).

27. Playspace

Prior to the commencement of above ground works of the relevant phase of the development hereby permitted, full details of the play equipment to be provided in that phase, including manufacturers specification, shall be submitted to and approved in writing by the Local Planning Authority. The playspace shall be implemented in full accordance with the approved details prior to occupation of the relevant phase, and permanently retained and maintained thereafter.

Reason: To ensure that suitable provision is made within the Development for children's play in accordance with Policy 3.6 of the London Plan (2016), Policy BN.4 of the Local Plan (2015) and the Mayor's 'Play and Informal Recreation' SPG (2012).

28. Heritage assets - Survey and photographic recording

Prior to commencement of the development hereby permitted, a survey and photographic recording of the non-designated heritage assets shall be carried out and submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the heritage assets are recorded prior to alteration, in accordance with Policy BN.16 of the Local Plan (2015).

Pre commencement justification: To ensure that the non-designated heritage assets are recorded in their current state for historical and heritage purposes.

29. Heritage assets – details and materials

Prior to commencement of above ground works to the relevant phase of the development hereby permitted, full details and materials of the proposed repairs, alteration and extension of the non-designated heritage assets (buildings G1, G2, G3, G4), including works to the walls, roof, windows and doors, shall be submitted to and approved in writing by the Local Planning Authority. The approved works to the non-designated heritage assets shall be completed in full accordance with the approved details, prior to the occupation of any other building in that phase. The development shall thereafter be permanently retained in accordance with the approved details.

Reason: To ensure that the alterations and extensions to the heritage buildings is acceptable, in accordance with Policy BN.16 of the Local Plan (2015).

30. Landscape Plan

Prior to the commencement of above ground works of the development hereby approved, and notwithstanding the landscaping shown in the submitted proposed Landscape Plan, drawing no. MCG 050G, full landscape details shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter carried out in accordance with the approved details prior to the date of first occupation. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989, BS4428:1989 BS3882:2015, BS3998:2010, BS5837:2012 and BS8601:2013 (or subsequent superseding equivalent) and current arboricultural best practice. The submitted details are expected to demonstrate the following:

- a) Confirming the quantity, size, species (including invasive non-native species and associated control methods), position and the proposed time of planting of all trees and shrubs to be planted;
- b) An indication of how the planting would integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection;
- c) Specification of which shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape;
- d) Materials, detail, product samples of hard landscaping, street furniture, cycle wheeling channel to the Wansbeck Road stairs, lighting and short stay cycle parking (minimum capacity: 142 spaces);
- e) Details of any proposed root barrier systems;
- f) Details of green and blue roofs and walls;
- g) Details of the proposed surfaced width along the towpath;
- h) Details of the proposed lighting and lux levels along the canalside park;
- i) Details of the ongoing maintenance of the landscaping within the canalside park;
- j) Details of the proposed surfacing along the canal edge to accommodate appropriate lock landings and visitor mooring points;
- i) Programme for the implementation of the canalside linear park.

Reason: In order to ensure high quality soft and hard landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity, and to ensure that the proposed works do not have any adverse impact on the character of the waterway and the

integrity of the canal and its continued use by the public, in accordance with Policies 7.1, 7.4 and 7.5 of the London Plan (2016) and Policies SP.3, BN.1 and BN.3 of the Local Plan (2015).

31. Landscaping and maintenance

Notwithstanding the landscaping shown in the submitted proposed Landscape Plan drawing no. MCG 050B, prior to commencement of above ground works of the development hereby permitted, details and samples of the proposed hard and soft landscaping, and its maintenance, shall be submitted to and approved in writing by the Local Planning Authority, and works shall be carried out in accordance with the approved details. The development shall thereafter be permanently retained in accordance with the approved details.

Reason: To ensure the proposed works do not have any adverse impact on the character of the waterway and the integrity of the canal, and its continued use by the public, in accordance with Policies 7.1, 7.4 and 7.5 of the London Plan (2016) and Policies SP.3, BN.1 and BN.3 of the Local Plan (2015).

32. Replacement of dead/damaged planting

Any trees, shrubs or hedges included in the landscaping scheme for the development hereby permitted that die, are removed, become seriously damaged or diseased, within five years of planting, shall be replaced within the first planting season following death, removal, damage or disease with a tree, shrub or hedge of the same or similar quality and dimensions.

Reason: To ensure long term retention of the landscaping in and around the site, in the interests of the ecological value of the site and in the interests of visual amenity, in accordance with Policies 7.1, 7.4 and 7.5 of the London Plan (2016) and Policies SP.3, BN.1 and BN.3 of the Local Plan (2015).

33. Sustainable Urban Drainage

Prior to the installation of any drainage works, a sustainable drainage strategy, including a management and maintenance plan, for the site shall be submitted to and approved in writing by the Local Planning Authority. Once approved, the sustainable drainage scheme shall be implemented prior to occupation, in accordance with the approved details; and thereafter permanently retained.

Reason: To manage the water environment of the development and mitigate the impact on flood risk, water quality, habitat and amenity value, in accordance with S.8 of the Local Plan (2015).

34. Potable Water

Prior to commencement of each relevant phase of the development hereby permitted, a copy of the water efficiency calculator for new dwellings from Building Regulations Approved Document Part G shall be submitted to the Local Planning Authority for each dwelling type with a unique sanitary ware and water-consuming appliances specification. This shall demonstrate that each dwelling will achieve water use of not more than 110 litres per person per day (including a 5 litre per person per day allowance for external water use) in line with the optional requirements of Approved Document G.

The calculator tools shall be accompanied by specification documents demonstrating the water consuming fittings and fixtures which have been specified within the dwellings in order to achieve the calculated water use.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand, in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

35. Car Parking Strategy

Prior to the commencement of the development hereby permitted, an overarching site wide Car Parking Strategy providing details of car parking (including blue badge parking, provision for

motorcycle parking and electric vehicle charging points), garaging, manoeuvring and the loading and unloading of vehicles shall be submitted to and approved in writing by the Local Planning Authority.

Prior to the commencement of each phase of the development a detailed Car Parking Strategy for the relevant phase shall be submitted to and approved in writing by the Local Planning Authority.

The parking, manoeuvring and loading/unloading area shall be laid out and made available for use in accordance with the approved scheme before the development or phase thereof, hereby permitted is occupied and that area shall not thereafter be used for any other purpose, or obstructed in any way.

Reason: To enable vehicles to draw off, park and turn clear of the highway, minimising danger, obstruction and inconvenience to users of the adjoining highway and to minimise impact on amenity, in accordance with Policy 6.13 of the London Plan (2016) and T4 of the Local Plan (2015).

Pre commencement justification: To ensure appropriate car parking, to minimise impacts on amenity.

36. Car Parking Management Plan

No part of the development hereby permitted shall be occupied until a car parking management plan (which shall set out how the car parking will be operated and monitored, including how residents with a disability will have priority access to a parking space) has been submitted to and approved in writing by the Local Planning Authority; and the car park shall be operated in accordance with the approved plan for the lifetime of the development.

Reason: To enable vehicles to draw off, park and turn clear of the highway, minimising danger, obstruction and inconvenience to users of the adjoining highway and to minimise impact on amenity, in accordance with Policy 6.13 of the London Plan (2016) and T4 of the Local Plan (2015).

37. Cycle Parking

No part of the development hereby permitted shall be occupied until details of the provision to be made for long-stay cycle parking (minimum capacity: 775 long stay residential spaces; 79 long stay and 142 short stay non-residential spaces), and including shower facilities for the commercial elements, have been submitted to and approved in writing by the Local Planning Authority. The cycle parking shall thereafter be implemented in full in accordance with the approved details before the occupation of the relevant block and shall thereafter be permanently retained solely for its designated use.

Reason: To ensure adequate cycle parking is available on site, and to promote sustainable modes of transport, in accordance with Policy 6.13 of the London Plan (2016) and T4 of the Local Plan (2015).

38. Wayfinding

Prior to commencement of above ground works hereby permitted, an overarching site wide wayfinding strategy (consistent with the Legible London standards or other such scheme approved by the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority.

Prior to the commencement of the relevant phase, details of the wayfinding strategy for that phase shall be submitted to and approved in writing by the Local Planning Authority.

Prior to occupation of the relevant phase of the development, the details shall be implemented in accordance with the approved strategy. The wayfinding shall thereafter be permanently retained.

Reason: To ensure a high level of legibility and access throughout the site, in accordance with BN.1 and BN.4 of the Local Plan (2015).

39. Waste and Recycling Storage

Prior to the first occupation of the relevant phase of the development hereby permitted, details of waste and recycling storage for the development shall be submitted to and approved in writing by the Local Planning Authority. The waste and recycling storage shall be provided in accordance with the approved details prior to the first occupation of the relevant phase of the development hereby permitted, and shall thereafter be permanently retained solely for its designated use. The waste and recycling storage areas/facilities are expected to demonstrate the following:

- The facilities are appropriately ventilated.
- The facilities have a suitably robust design, including walls that are fitted with rubber buffers and that any pipes/services are fitted with steel cages.
- The facilities feature gates/doors with galvanised metal frames/hinges and locks.
- The facilities have sufficient capacity to service the relevant building/use.
- The facilities have maintenance facilities, including a wash-down tap and floor drain.

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area, in accordance with Policy BN.4 and S.6 of the Local Plan (2015).

40. BREEAM New Construction (Interim Rating)

Within three months of the commencement of development on site, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that the commercial and retail units hereby permitted have achieved an interim BREEAM rating of "Very Good" (shell only) under the BREEAM New Construction 2014 Scheme. The works shall thereafter be carried out in accordance with the approved details; and permanently retained as such.

Reason: To ensure that the development has an acceptable level of sustainability, in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan (2016) and Policies S.2 and S.4 of the Local Plan (2015).

41. BREEAM New Construction (Final Certificates)

Within three months following the first occupation of each of the commercial and retail units hereby permitted, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that they have achieved a final BREEAM rating of "Very Good"(shell only) under the BREEAM New Construction 2014 Scheme. The approved details shall thereafter be permanently retained.

Reason: To ensure that the development has an acceptable level of sustainability, in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan (2016) and Policies S.2 and S.4 of the Local Plan (2015).

42. Delivery and Servicing Plan

Prior to the occupation of the development hereby permitted, a Site Wide Delivery and Servicing Management Plan (including details of refuse collection for residential and commercial uses) shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall thereafter be operated in accordance with the approved details.

Reason: To avoid obstruction of the surrounding streets and limit the effects of the increase in travel movements within the locality as well as safeguarding public safety and the amenity of the surrounding area, in accordance with Policy 6.3 of the London Plan (2016) and T4 of the Local Plan (2015).

43. Internal and External Plant Equipment

Prior to the commencement of the relevant phase of the development hereby permitted, full details of internal and external plant equipment and trunking for that phase, including building services plant, ventilation and filtration equipment and commercial kitchen exhaust ducting/ventilation, shall have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details and all flues, ducting and other equipment shall be installed in accordance with the approved details prior to the first use of the commercial kitchen etc, and shall thereafter be maintained in accordance with the manufacturers' instructions.

Reason: To ensure an appropriate appearance, and that no undue nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or to the area generally, in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

44. Noise Levels – Mechanical Equipment or Plant

The rating level of any mechanical equipment or building services plant, as measured in accordance with BS4142: 2014, shall not exceed a level over 10dB below the typical background sound level LA90, at any time when measured outside the window of the nearest noise sensitive or residential premises.

Reason: To protect the amenities of adjoining occupiers and the surrounding area, in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

45. Lighting Strategy

Prior to the commencement of above ground construction works, an overarching site wide lighting strategy shall have been submitted to and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that the lighting scheme has been designed to ensure that it minimises impacts on bats and other species impacted by artificial lighting and minimises any impact upon residential amenity. The lighting design shall follow advice set out in DCLG and BCT guidance.

Prior to the commencement of the relevant phase of the development details of the lighting for that phase shall be submitted to and approved in detail by the Local Planning Authority. The lighting shall be carried out in accordance with the approved strategy and permanently retained thereafter.

Reason: To ensure that habitat provisions achieve their stated aim of providing value for biodiversity by ensuring considerate lighting design, in accordance with Policy BN.3 of the Local Plan (2015).

46. Hours of Operation

Prior to the first occupation of the commercial units hereby permitted, details of the hours of operation for the commercial units hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. The commercial units shall thereafter be occupied solely in accordance with the approved details.

Reason: To ensure that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or users of the area generally, in accordance with Policy BN.1 of the Local Plan 2015.

47. Adaptable & Wheelchair Accessible Housing

At least ten per cent of the residential units hereby permitted shall be constructed to comply with Part M4(3) of the Building Regulations. Any communal areas and accesses serving the M4(3) compliant Wheelchair User Dwellings shall also comply with Part M4(3). All other residential units, communal areas and accesses hereby permitted shall be constructed to comply with Part M4(2) of the Building Regulations.

Reason: To secure appropriate access for disabled people, older people and others with mobility constraints, in accordance with Policy BN.5 of the Local Plan (2015).

48. Parking Permit Free

No occupiers of the residential units hereby permitted, with the exception of disabled persons who are blue badge holders, shall apply to the Local Highways Authority for a parking permit or retain such permit, and if such permit is issued it shall be surrendered to the Local Highways Authority within seven days of written demand.

Reason: To avoid obstruction of the surrounding streets, in accordance with Policies 6.3 and 6.13 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

49. Permit Free Details

Prior to the first occupation of the development hereby permitted, arrangements shall be submitted and agreed in writing with the Local Planning Authority and be put in place to ensure that, with the exception of disabled persons, no resident of the development shall obtain a resident's parking permit within any controlled parking zone which may be in force in the area at any time.

Reason: To avoid obstruction of the surrounding streets, in accordance with Policies 6.3 and 6.13 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

50. Travel Plan

The development hereby approved shall not be occupied until a Travel Plan for the development has been submitted to and approved in writing by the Local Planning Authority. The travel plan shall comply with TfL 'Travel Planning for new development in London' and have clear commitments to measures, including investigation of additional measures, an action plan and set out a clear process for review, consultation and approval of changes (and specifically targets) with the Local Planning Authority. The travel plan shall be implemented as approved throughout the life of the development.

Reason: To promote sustainable travel patterns, in accordance with Policies 6.3 and 6.13 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

51. Energy Centre Emissions

Any proposed CHP equipment, biomass boilers or gas-fired boilers (including the brewery boiler and foundry furnace) to be installed within the development hereby permitted shall ensure that NO_x and PM₁₀ emissions and efflux conditions (stack discharge velocity and geometry) comply with those in the Greater London Authority's Supplementary Planning Guidance: Sustainable Design and Construction, published in April 2014. For a CHP plant the relevant limits are given in Appendix 7 of the Supplementary Planning Guidance and are those applicable to locations in Band B. Gas-fired boilers shall be low-NO_x boilers, meeting an emissions limit of 40mg/kWh.

Reason: To ensure the development does not have an adverse impact on the local air quality, in accordance with Policies 5.5, 5.6, 5.8 of the London Plan (2016) and S.3 of the Local Plan (2015).

52. Non-Road Mobile Machinery

No non-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) 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, in accordance with Policy S.3 of the Local Plan (2015).

53. Residential Noise Standards:

All residential premises hereby permitted shall be designed and constructed in accordance with BS8233:2014 'Sound insulation and noise reduction for buildings- Code of Practice' to attain the following internal noise levels:

Bedrooms- 30dB LAeq,T* and 45dB LAfmax

Living rooms- 35dB LAeq, D*

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

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

The residential units shall only be occupied in compliance with the details above.

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

54. Sound Insulation and Noise Mitigation Details - Residential

Prior to the installation of acoustic insulation measures for the development hereby approved details shall have been submitted to and approved in writing by the Local Planning Authority for a scheme of acoustic insulation and any other necessary means of ventilation provided. The scheme shall include a glazing specification for all windows to ensure a good standard of internal noise can be achieved during day time and night time in accordance with the guideline levels of BS8233 2014: 'Guidance on sound insulation and noise reduction for buildings' or an equivalent standard. The residential units hereby permitted shall not be occupied until the noise attenuation scheme, including glazing specification, has been implemented in accordance with the approved scheme and thereafter permanently retained.

Reason: To ensure an adequate standard of residential amenity, in accordance with Policy 7.15 of the London Plan (2016) and BN.11 of the Local Plan (2015).

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

The Development hereby permitted shall not be occupied until details of a proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses have been submitted to and approved in writing by the Local Planning Authority. Details shall 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 protect the amenity of future occupants and/or neighbours, in accordance with Policy 7.15 of the London Plan (2016) and BN.11 of the Local Plan (2015).

56. Bird and Bat Boxes

Prior to commencement of the relevant phase of the development hereby permitted, the number and locations of bird and bat boxes and their specifications shall be submitted to and agreed in writing by the Local Planning Authority. At least 60% of both the bird and at boxes within each phase shall be integrated into the building facades, with the remaining boxes installed in locations with reasonable likelihood of occupation (within trees or on the roofs of the buildings).

Reason: To ensure that the features installed are of sufficient quality to offer long-term benefits to the species targeted within the Environmental Statement, in accordance with Policy BN.3 of the Local Plan 2015.

57. Defensible space

Prior to the commencement of the relevant phase, details of the measures to provide defensible space for the ground floor residential units, including any means of enclosure, shall be submitted to and improved in writing by the Local Planning Authority. The measures shall be implemented in full accordance with the approved details prior to occupation of the residential units and permanently retained thereafter.

Reason: To ensure the protection of residential amenity, in accordance with Policy BN.4 of the Local Plan (2015).

58. Window adjacencies/ privacy measures

Prior to commencement of the relevant phase of the development hereby permitted, details of the measures to address window adjacencies in Blocks K1, K3, W14, W13 and P1 shall be submitted to and approved in writing by the Local Planning Authority. Such details may include obscured glazing and offsetting of windows. The measures shall be implemented in full accordance with the approved details prior to occupation of the residential units, and permanently retained thereafter.

Reason: To ensure the protection of residential amenity, in accordance with Policy BN.4 of the Local Plan (2015).

59. Removal of Permitted Development Rights – Change of Use B1(a) (Offices) to C3 (residential)

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 no change of use permitted by Schedule 2, Part 3, Class O of the Order shall be carried out or erected without the prior written permission of the Local Planning Authority.

Reason: To safeguard the provision of B1a office space within the development.

60. Removal of Permitted Development Rights – Dwellinghouses

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 no development permitted by Schedule 2, Part 1 or Part 2 of the Order shall be carried out or erected without the prior written permission of the Local Planning Authority.

Reason: To prevent any alterations to the dwellings, to ensure the protection of residential and visual amenity, in accordance with Policy BN.4 of the Local Plan (2015).

61. Removal of Permitted Development Rights - General

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 no enlargement, improvement, alteration, building, or enclosure permitted by Schedule 2, Part 1, Classes A, B, C, D, E or F of the Order shall be carried out or erected without the prior written permission of the Local Planning Authority.

Reason: To safeguard the visual amenities of the area, and to ensure that the external appearance of the development is satisfactory, in accordance with BN.4 of the Local Plan (2015).

INFORMATIVES

1) Bridge informative

Notwithstanding the Design Code and Landscape Plan, the following should be noted:

- a) Development under the bridge may not be possible if the bridge approach is adopted by the Local Highways Authority.
- b) The pontoon shown on the Landscape Plan does not have planning permission, and would require detailed consent. Any structure in the water would also need to be subject to a formal agreement with the Canal and River Trust's Business Boating Team.

2) Thames Water informative:

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

3) Canal and River Trust informative:

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

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

The applicant/developer is advised that temporary access onto the towpath requires written consent from the Trust, in accordance with the Code of Practice, and they should contact the Canal & River Trust's third party works engineer, Toby Pearce (toby.pearce@canalrivertrust.org.uk) regarding this process."

The applicant/developer is advised that new accesses onto the towpath, and new/amended bridge crossings over the canal, require written consent from the Canal & River Trust, and they should contact the Canal & River Trust's Estates Surveyor, Jonathan Young (jonathan.young@canalrivertrust.org.uk) regarding the required agreements

- 4) The applicant is referred to the comments provided by the London Fire and Emergency Planning Authority that strongly recommend the installation of sprinklers in new development. The development is expected to conform with Part B5 of Approved Document B of the Building Regulations.
- 5) Please note that this planning application has been assessed against current relevant planning legislation only. The applicant (or any subsequent owner or developer) is therefore reminded that the onus of responsibility to ensure the development meets current fire safety regulations lies fully with them and that they are legally obliged to obtain the relevant Building Regulations consent.

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: xxxxxx



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.

APPENDIX 3

- A2 DOMINION HOUSING GROUP
- CLARION GROUP
- EAST END HOMES
- GATEWAY HA
- LONDON & QUADRANT /EAST THAMES GROUP
- METROPOLITAN
- LDAH PROTOCOL
- MULBERRY HOUSING SOCIETY
- NETWORK HOUSING GROUP
- NEWLON HOUSING TRUST
- NOTTING HILL GENESIS
- ONE HOUSING GROUP
- PEABODY GROUP
- POPLAR HOUSING & REGENERATION COMMUNITY ASSOCIATION (HARCA)
- SOUTHERN HOUSING GROUP
- SWAN HOUSING GROUP
- TOWER HAMLETS COMMUNITY HOUSING (THCH)
- TOWER HAMLETS HOMES

