

DATED 21 November 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

and

(2) SEGRO PROPERTIES LIMITED

PLANNING OBLIGATION BY AGREEMENT
relating to made pursuant to section 106 of the Town and
Country Planning Act 1990 and all other powers enabling
relating to 616 Wick Lane, Bow, London E3 2JQ



Pinsent Masons

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THIS AGREEMENT is made on 21 November

2024

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, London, E20 1JN (the "LPA"); and
- (2) **SEGRO PROPERTIES LIMITED** (Company Number 448911) of 1 New Burlington Place, London, W1S 2HR (the "Applicant").

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 Applicant has a freehold interest in the Site registered at the Land Registry with Title Numbers LN45509 and 238640.
- (C) The Planning Application was validated by the LPA on 6 November 2023.
- (D) On 23 April 2024 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
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Anticipated Substantial Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Commenced
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site

	notices or advertisements and " Commence " and " Commenced " shall be construed accordingly
" Commencement Date "	means the date upon which the Development is Commenced
" Completed "	means 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 " and " Complying " shall be construed accordingly
" Condition "	means a condition of the Planning Permission
" Consent "	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
" Council "	means the London Borough of Tower Hamlets and its successor in function
" Council's Area "	means the administrative area of the Council
" Developer "	shall have the meaning ascribed to it in Clause 1.2.7
" Development "	means the development of the Site and all other operations and/or works authorised by the Planning Permission
" Dispute "	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
" Expert "	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
" First Occupation "	means first Occupation of the Development or any part thereof and " First Occupy " shall be construed accordingly
" Growth Boroughs "	means the London Boroughs Newham, Waltham Forest, Tower Hamlets or Hackney
" Highway Authority "	means the Council and/or TfL (as applicable) or their successors in function
" Index "	means the All-in Tender Price Index or if the same shall cease to be published, a different index to be agreed by the Developer and the LPA
" Indexed "	means in relation to a sum that it is to be increased in accordance with Clauses 16.2 and 16.3
" Interest "	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
" Monitoring Fee "	means the total sum of £6,000 (six thousand pounds) as a contribution towards the LPA's costs for monitoring the

	Developer's compliance with their obligations under this Agreement
"Occupy", "Occupied" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them
"Plan 1"	means the plan attached at Appendix 1 of this Agreement showing the Site and marked "Plan 1"
"Plan 2"	means the plan attached at Appendix 1 of this Agreement showing the Blue Badge Parking Spaces and marked "Plan 2"
"Plan 3"	means the plan attached at Appendix 1 of this Agreement showing the Bus Shelter and marked "Plan 3"
"Plan 4"	means the plan attached at Appendix 1 of this Agreement showing the Highway Works and marked "Plan 4"
"Plan 5"	means the plan attached at Appendix 1 of this Agreement showing the Pedestrian Link and marked "Plan 5"
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 23/00406/FUL by the LPA for the erection of two two-storey buildings for flexible industrial use (Class E(g)(ii), E(g)(iii), Class B2 and B8) with ancillary office space, yard space, soft and hard landscaping and other associated works
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 2
"Preparatory Works"	means the following enabling works: <ul style="list-style-type: none"> (a) archaeological investigations; (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions; (c) site clearance; (d) 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
"Reasonable Endeavours"		means that it is agreed by the Parties that the Developer under such an obligation 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 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
"Site"		means the land shown edged red on Plan 1
"Substantial Implementation"		means Commencement of Development has occurred in addition to the following:
	(a)	the Preparatory Works have been completed; and
	(b)	all ground works (including laying of the lower ground floor slab) have been completed
		and "Substantially Implement" and "Substantially Implemented" shall be construed accordingly
"TfL"		means Transport for London or its successor in function
"Utility Undertaker"		means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
"Working Day"		means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Recital is to a Recital to this Agreement; and
- (e) Plan, is to a plan annexed to this Agreement as an Appendix;

- 1.2.2 references to any statute or statutory provision include references to:-
- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
 - (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and 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 Applicant;
 - (b) persons deriving title from the Applicant; and
 - (c) the Applicant'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 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such

findings shall be deemed to constitute the required approval or other consent for the purposes of this Agreement.

- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

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

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

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011, section 16 of the Greater London Councils (General Powers) Act 1974 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker; or
- 2.4.2 individual occupiers or lessees of individual or commercial 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 Owner) 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 or if any such Condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. **CONDITIONALITY**

3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

save for the provisions of this Clause 3 and Clauses 2, 4.1.3, 4.1.4, 4.2, 6, 9, 11, 14, 18, 19 which shall come into effect immediately upon completion of this Agreement.

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

4.1 The Developer covenants with the LPA that it shall:-

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

4.1.2 subject to Clause 2.10, 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 no Development shall Commence unless all commercial Leasehold interests in the Site, including but not limited to TGL441343, TGL440358 and TGL419684, have been:

4.2.1 terminated and evidence of the same has been provide to and approved by the LPA; or

4.2.2 bound by the terms of this Agreement in a form approved by the LPA and evidence of the same has been provided to the LPA.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with each and every one of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

5.2 Subject to Clause 5.6, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.

5.4 The LPA covenants with the Developer that it will pay to the Developer such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with Interest.

5.5 The LPA shall provide written confirmation of receipt of any sums paid by the Developer under this agreement within 10 Working Days of receiving the relevant sum.

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 Clause 5.2 to 5.6 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 applied by that Other Statutory Authority for the purposes for which they have been paid.

6. NOTICES

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

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

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

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

LPA:

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

For the attention of: Anthony Hollingsworth

Applicant:

Address: SEGRO

1 New Burlington Place

London

W1S 2HR

For the attention of: Chris Spalding, Associate Director, Technical
Development, Greater London

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

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

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

8. VERIFICATION AND ENFORCEMENT

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least ten (10) Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. **DISPUTE RESOLUTION**

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

9.2 The Notice must specify:-

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

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

9.2.3 the proposed Expert.

9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

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

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

9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.

9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-

9.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;

9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

9.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;

9.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and

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

10. **NO WAIVER**

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

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

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

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

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

13. **CHANGE IN OWNERSHIP**

- 13.1 The Developer agrees with the LPA to give the LPA written notice as soon as reasonably practicable of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

14. **THE LPA'S COSTS**

- 14.1 The Developer agrees that it will on completion of the Agreement pay the Monitoring Fee and the LPA's legal costs reasonably 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).

15. **VAT**

- 15.1 If VAT becomes payable on payments made under this Agreement that VAT will be additional to the sums required provided that the payor will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Agreement.

16. **FINANCIAL CONTRIBUTIONS AND INDEXATION**

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

- 16.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date the payment or financial contribution was agreed until the date such sums are paid (unless otherwise stated in this Agreement).

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

17. **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.

18. **JURISDICTION AND LEGAL EFFECT**

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

- 18.2 The provisions of this Agreement (other than this Clause 18 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

19. **EXECUTION**

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

SCHEDULE 1

TRANSPORT

1. DEFINITIONS

"B8 Floorspace"		means floorspace within the Development for use under Class B8 of the Town and Country Planning (Use Classes) Order 1987 (as amended) and as permitted by the Planning Permission
"Blue Badge Parking Spaces"		means the two blue badge parking spaces to be provided at the Development as shown on Plan 2
"Bus Shelter"		means the bus shelter to be provided at the Development on the south side of Wick Lane as shown on Plan 3
"End User(s)"		means the occupational tenant or tenants of the commercial units or part thereof
"Highway Agreement"		means an agreement with the relevant Highway Authority under s.278 and/or s.38 of the Highways Act 1980
"Highway Works"		means the:- <ul style="list-style-type: none">(a) removal of the existing roundabout along Wick Lane to enable Crown Close access;(b) provision of a raised table, with different surface treatment, at the location of access onto Crown Close;(c) provision of a new pedestrian island on Wick Lane which will narrow traffic lanes;(d) provision of two further pedestrian crossings including at the Crown Close/Wick Lane junction and a zebra crossing to the north of the Site on Wick Lane;(e) provision of drop kerbs and tactile paving for all refuges and crossings on access roads;(f) removal of two on-street car parking spaces on Crown Close;(g) provision of re-paving of footpaths and associated public realm works; and(h) ongoing maintenance of any low-level planting on public highway land as shown indicatively on Plan 4
"LLDC Transport Group"	Construction Management	means the group responsible for the implementation of the LLDC Construction Transport Management Plan which directs the way in which construction transport is managed, governed and delivered within the LLDC area and controlling the demolition and construction noise and vibration and dust impacts

"LLDC Transport Group Contribution" **Construction Management Administration** means the sum of £20,000 (twenty thousand pounds) (Indexed) to be paid to the LPA towards the administration of the LLDC Construction Management Group

"Pedestrian Link" means the proposed pedestrian link to the west of the Site from Crown Close as shown indicatively on Plan 5

2. HIGHWAY AGREEMENT

- 2.1 Prior to Commencement of Development the Developer shall agree with the LPA (in consultation with the Highway Authority) the Highway Works.
- 2.2 Prior to First Occupation the Developer shall enter into a Highway Agreement with the Highway Authority for the provision of the Highway Works.
- 2.3 The Highway Works shall thereafter be delivered in accordance with the Highway Agreement.
- 2.4 The Highway Works shall be delivered prior to First Occupation of the Development and there shall be no Occupation of the Development unless and until the Highway Works have been delivered in accordance with the Highway Agreement.

3. BLUE BADGE PARKING SPACES

- 3.1 The Blue Badge Parking Spaces shall be delivered prior to First Occupation of the Development and there shall be no Occupation of the Development unless and until the Blue Badge Parking Spaces have been delivered.
- 3.2 The Developer shall maintain the Blue Badge Parking Spaces and ensure that they are used for no other purpose for the lifetime of the Development.
- 3.3 The Developer shall ensure that, with the exception of the Blue Bage Parking Spaces, all other parking spaces provided at the Development shall be used by operational vehicles only and for no other purpose for the lifetime of the Development.

4. SAFEGUARDING PEDESTRIAN LINK

- 4.1 The Developer shall ensure that the Development does not prohibit the Pedestrian Link from being delivered for the lifetime of the Development.

5. BUS SHELTER

- 5.1 Prior to the Commencement of Development the Developer shall agree with the LPA (in consultation with the Highway Authority and TfL) the location and specification of the Bus Shelter.
- 5.2 Prior to the First Occupation the Developer shall enter into a Highway Agreement with the Highway Authority for the provision of the Bus Shelter.
- 5.3 The Bus Shelter shall thereafter be delivered in accordance with the Highway Agreement.
- 5.4 The Bus Shelter shall be delivered prior to First Occupation of the Development and there shall be no Occupation of the Development unless and until the Bus Shelter has been delivered in accordance with the Highway Agreement.

6. DELIVERY FLEET

- 6.1 The Developer covenants that it shall include in each transfer and lease for a unit of B8 Floorspace a covenant on the transferee or tenant (as relevant) that they shall use Reasonable Endeavours to:

- 6.1.1 use an outbound delivery fleet consisting 100% of light goods electric vehicles and/or cargo bikes and/or zero carbon emissions vehicles and/or pedestrian delivery; and
- 6.1.2 use an inbound delivery fleet consisting off 100% non-diesel / non-petrol engine vehicles from First Occupation of that unit and that it shall (unless otherwise agreed with the LPA) use Reasonable Endeavours to use such delivery fleet in increasing increments, being:
 - (a) 25% of the delivery fleet by 1 year after First Occupation;
 - (b) 50% of the delivery fleet by 3 years after First Occupation; and
 - (c) 100% of the delivery fleet by 5 years after First Occupation.
- 6.2 A unit with B8 Floorspace shall only be Occupied by End Users which have used Reasonable Endeavours to comply with the covenant included in the relevant transfer or lease pursuant to paragraph 6.1 above.
- 6.3 The Developer (but not an End User) shall be deemed to have complied with the provisions of paragraph 6.2 above if it has complied with paragraph 6.1.
- 6.4 The Developer shall provide to the LPA a report detailing the compliance with the provisions of paragraphs 6.1 and 6.2 upon First Occupation and then on the anniversary of First Occupation each year thereafter for the first five years following First Occupation.

7. **LLDC CONSTRUCTION MANAGEMENT GROUP**

- 7.1 With effect from the date of this Agreement the Developer shall:-
 - 7.1.1 notify the LLDC Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;
 - 7.1.2 if invited to attend meetings of the LLDC Construction Transport Management Group, send one or more representatives to such meetings; and
 - 7.1.3 provide such information to the LLDC Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.
- 7.2 The obligation in paragraph 7.1 shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.
- 7.3 The Developer shall pay the LLDC Construction Transport Management Group Administration Contribution to the LPA prior to the Commencement of Development.
- 7.4 The Development shall not be Commenced until the LLDC Construction Transport Management Group Administration Contribution has been paid to the LPA.

SCHEDULE 2

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the approved Travel Plan
"Monitoring Period"	means six months after First Occupation until five years after First Occupation
"Stratford Travel Plan Group" or "STPG"	means the Stratford Travel Plan Group established and operating pursuant to the SCOPP S106 Agreement in respect of the Stratford City Travel Plan
"Sustainable Transport Measures"	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"Travel Plan"	means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
"Travel Plan Monitoring"	means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked (b) monitoring of the usage of the car parking which is available for use in the Development and (c) monitoring of the usage of cycle parking facilities by residents of, visitors to, and employees of, the Development
"Travel Plan Monitoring Contribution"	means the total sum of £20,000 (twenty thousand pounds) (Indexed) which shall be used by the LPA towards the monitoring of the Travel Plan
"Travel Plan Monitoring Officer"	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
"Travel Plan Monitoring Report"	means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:- (a) details of trip generation rates (b) details of mode share and change in mode share over time

- (c) details of how effectively the Travel Plan has operated within the previous period
- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved and
- (e) (where the objectives and/or targets specified in the Travel Plan have not been met or are unlikely to be met) a proposed revision to the Travel Plan for approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

"Travel Plan Review Period" means initially the period of 6 months commencing on First Occupation

and thereafter every 6 months on a rolling basis for duration of the Monitoring Period

2. TRAVEL PLAN

2.1 No later than one year prior to First Occupation the Developer shall:-

- 2.1.1 submit and obtain the LPA's approval to a Travel Plan;
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

2.2 No part of the Development shall be Occupied until the Developer has:-

- 2.2.1 submitted and obtained the LPA's approval to a Travel Plan; and
- 2.2.2 appointed a Travel Plan Monitoring Officer and notified the LPA of the name and contact details of such officer.

2.3 The Travel Plan shall contain measures, commitments, targets and plans.

2.4 The Travel Plan to be submitted pursuant to paragraph 2.1 shall:-

- 2.4.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 2.4.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 2.4.4 contain measures aimed at:-
 - (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;

- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
 - (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development;
- 2.4.5 include a parking review plan which sets out a strategy for periodic review of the parking spaces;
- 2.4.6 include a cycle parking review plan which sets out a strategy for periodic review of the cycle parking spaces;
- 2.4.7 include a car parking management plan which sets out:-
 - (a) principles for allocating car parking spaces for residents or staff and enforcement of allocated spaces;
 - (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network; and
- 2.4.8 include a plan for monitoring use of the electric vehicle charging points.
- 2.5 The Developer shall implement the approved Travel Plan during the lifetime of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.
- 2.6 No Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.
- 3. **TRAVEL PLAN MONITORING**
- 3.1 Prior to the Occupation of the Development the Developer shall pay to the LPA the Travel Plan Monitoring Contribution.
- 3.2 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.
- 3.3 During the Monitoring Period the Developer shall prepare and submit to the LPA (and share with the STPG) for approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.
- 3.4 Prior to the submission of a report referred to in paragraph 3.3 the Developer shall agree the structure of that report with the LPA.
- 3.5 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.
- 4. **MODAL SPLIT TARGETS**
- 4.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved or are unlikely to be achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can reasonably implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.
- 4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as approved by the LPA.

4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved or are unlikely to be achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved or the Monitoring Period has expired whichever date shall occur first.

SCHEDULE 3

EMPLOYMENT AND TRAINING

1. DEFINITIONS

- "Best Endeavours"** means that it is agreed by the Parties that the Developer under such an obligation will be bound to take all steps that a prudent and determined commercial developer in the context of the Development (or part of the Development) acting in their own interest and desiring the result would take
- "Inclusive Economy Contribution"** means £52,372 (fifty-two thousand and three hundred and seventy-two pounds) (Indexed) to be paid to the LPA towards the Growth Boroughs and LLDC's collaborative inclusive economy programme, including education, employment and skills programmes, in the vicinity of the Development including Build East, Good Growth Hub and East Education which facilitate local apprenticeships, work placements schemes and measures towards encouraging local employment
- "Legacy Communities Scheme Careers Programme Group"** means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London
- "Local Labour and Business Schemes"** means the following schemes:-
- (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and
 - (b) in the Council's Area - the scheme known as Skillsmatch
- "London Living Wage"** means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA

2. LOCAL LABOUR AND LOCAL BUSINESS

- 2.1 The Developer shall use Best Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Best Endeavours to ensure that:-
- 2.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - 2.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
 - 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the Development;
 - 2.1.4 the recruitment of persons living in the Growth Boroughs accounts for at least 25% of the end-use jobs at the Development;

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

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

2.1.7 work-based learning opportunities are provided at the Development, including not less than two trainee opportunities during construction

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

3. **INCLUSIVE ECONOMY CONTRIBUTION**

3.1 The Developer shall pay the Inclusive Economy Contribution to the LPA prior to the First Occupation of Development.

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

3.3 Any proposal for the use of the Inclusive Economy Contribution, once paid to the LPA, shall be agreed by the LPA and the London Legacy Development Corporation before the contribution is spent by the LPA or formally allocated by the LPA to be spent.

SCHEDULE 4
SUSTAINABILITY

1. **DEFINITIONS**

- "Carbon Emissions Report"** means a report in respect of the Development setting out:-
- (a) an assessment of the estimated regulated CO2 emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020);
 - (b) whether an On Site reduction of regulated CO2 emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised;
 - (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved;
 - (d) if the net zero carbon target is not met On Site (i) the carbon gap and (ii) the calculation of the Carbon Offset Payment payable based on that carbon gap
- "Carbon Offset Payment"** means such amount (if any) as agreed by the LPA following submission of the Carbon Emissions Report, having been calculated in accordance with the LPA's adopted Carbon Offset SPD (August 2016) as follows:
- (a) Carbon gap (Tonnes of CO2) x Price of Carbon (£95) x 30 (years) = offset payment (Indexed)
 - (b) to be applied by the LPA in accordance with Part 5 of that SPD
- "Energy Performance Monitoring"** means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators:
- (a) contextual data relating to the Development's reportable units;
 - (b) the energy and fuel imports into each reportable unit including data from national energy grids and (if applicable) district heating connections;
 - (c) the renewable energy generation within the Development to identify how much energy is being generated On Site and where this is used;
 - (d) building energy storage equipment data
- "Energy Performance Monitoring Period"** means a period of not less than 1 year commencing on the date of First Occupation and ending no later than 5 years following First Occupation

"Energy Performance Monitoring Report" means a report to be submitted on each anniversary of the date of First Occupation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring Period

2. **CARBON OFFSET PAYMENT**

2.1 Prior to Commencement of Development the Developer shall submit and obtain the LPA's approval to the Carbon Emissions Report.

2.2 The Development shall not be Commenced unless and until the Carbon Emissions Report is approved by the LPA.

2.3 If the approved Carbon Emissions Report identifies that a Carbon Offset Payment is payable:-

2.3.1 the Developer shall pay the Carbon Offset Payment to the LPA prior to Commencement of Development; and

2.3.2 no works comprised in the Development shall be Commenced unless and until the Carbon Offset Payment has been paid to the LPA.

3. **ENERGY PERFORMANCE MONITORING**

3.1 In order to monitor the Development's energy performance, the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.

3.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than 2 weeks after each anniversary of First Occupation during the Energy Performance Monitoring Period.

4. **REDUCTION OF ENERGY DEMAND**

4.1 The Developer shall use Reasonable Endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:-

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

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

4.1.3 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).

5. **BREEAM**

5.1 The Developer shall use Reasonable Endeavours to achieve a BREEAM "Excellent" rating for the Development.

SCHEDULE 5

DESIGN MONITORING

1. DEFINITIONS

"Approved Drawings"	means the drawings prepared by the Architect and /or Landscape Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
"Architect"	means Michael Sparks Associates
"Design Monitoring Costs"	means the monies paid in accordance with 3.2.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
"Development"	means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
"Landscape Architect"	means Terry Anderson Landscape Architects
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A 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 18, 19, 20, 21, 22 and 33;

2.1.2 an application for a S96A Amendment; and

2.1.3 an application for a S73 Permission.

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

3. DESIGN MONITORING COSTS

3.1 The Architect and Landscape Architect shall be 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) at all times.

3.2 If at any point the Architect and/or Landscape 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 written demand from the LPA 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 more than one demand for payment of Design Monitoring Costs; and

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

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (Indexed).

4. RESTRICTION ON DEVELOPMENT

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

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

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

SCHEDULE 6

NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

1. DEFINITIONS

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

2. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

2.1 The Developer covenants to:-

- 2.1.1 Comply (or procure compliance) with the National Considerate Constructors Scheme during demolition and construction of the Development;
- 2.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 2.1.3 provide quarterly written reports to the LPA outlining its compliance with this Schedule 6 for duration of the demolition and construction phase of the Development.

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

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

A Horgan
~~Director~~ Authorised Signatory.
Director/Secretary



Executed as a deed by SEGRO PROPERTIES LIMITED acting by a director in the presence of SEAN DOHERTY Director

Witness signature: JO WILKINSON
Name: JO WILKINSON
Address: 1 NEW BURLINGTON PLACE, LONDON, W1S 2HR

APPENDIX 1

PLANS

"Plan 1"	Site
"Plan 2"	Blue Badge Parking Spaces
"Plan 3"	Bus Shelter
"Plan 4"	Highway Works
"Plan 5"	Pedestrian Link



NOTES:
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APPLICATION BOUNDARY

AH
 JKW

 SEAN DOHERTY



01
202
SITE LAYOUT PLAN
1:500



PLANNING				
B	24/10/2023	Ownership boundary removed	PT	AC
A	27/09/2023	-Red line boundary updated to follow topo survey -Unit 2 footprint updated -Layout of external steps to entrances updated -External fire escape steps to the rear of both units updated -Landscaping layout updated	PT	AC
-	20/06/2023	Issued for planning	PB	AC
REV	DATE	NOTE	DRAW	CHECK

MICHAEL SPARKS ASSOCIATES
CHARTERED ARCHITECTS
 11 PLATO PLACE
 ST. DUNES ROAD
 LONDON SW6 4TU
 TELEPHONE 020 7736 6162
 www.msa-architects.co.uk

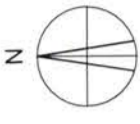
TITLE
WICK LANE, BOW

DRAWING
SITE LAYOUT PLAN

CLIENT
SEGRO

DATE JUNE 2022	SCALE 1:500 @ A2	DRAWN PB
	STATUS PLANNING	CHECKED AC

DRAWING NUMBER
31092 / PL / 202B



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AH

JKW

Signature

SEAN DOHERTY



01
54
SITE LAYOUT PLAN
1:500

REV	DATE	NOTE	PT	AC
-	22/07/2024	First Issue		
			SWMP	DNCP



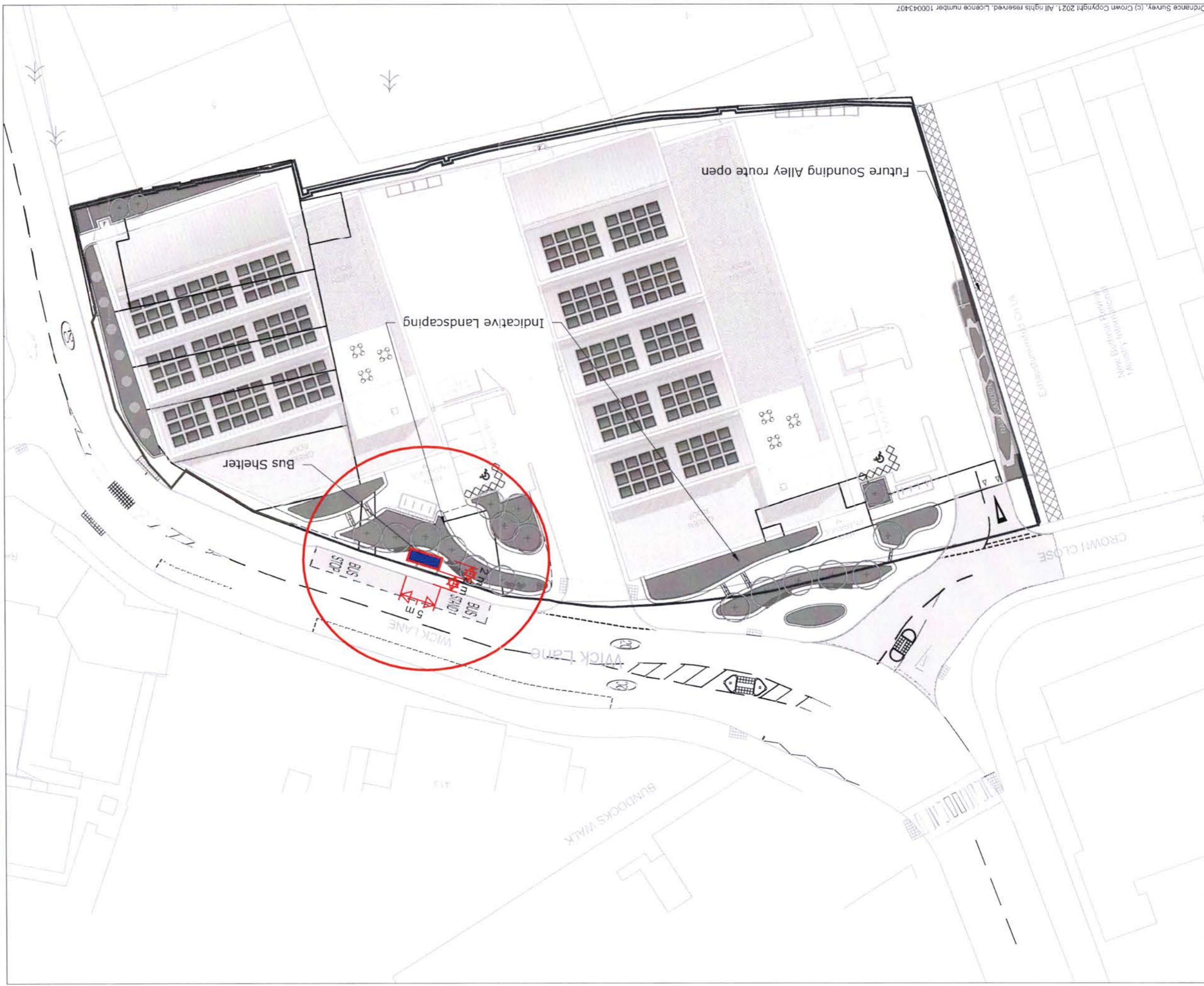
SEGRO

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TITLE
WICK LANE, BOW
 DRAWING
SITE LAYOUT PLAN
BLUE BADGE PARKING SPACES
 CLIENT
SEGRO

DATE
 JULY 2024
 SCALE
 1:500 @ A2
 DRAWN
 PT
 STATUS
 CHECKED
 AC

DRAWING NUMBER
 31092 / FE/ 54



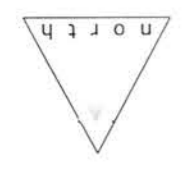
Project: SEGRO Wick Lane
 Title: Proposed new bus shelter
 Scale: 1:500 (@ A3)
 Drawing: Plan 3
 Revision:

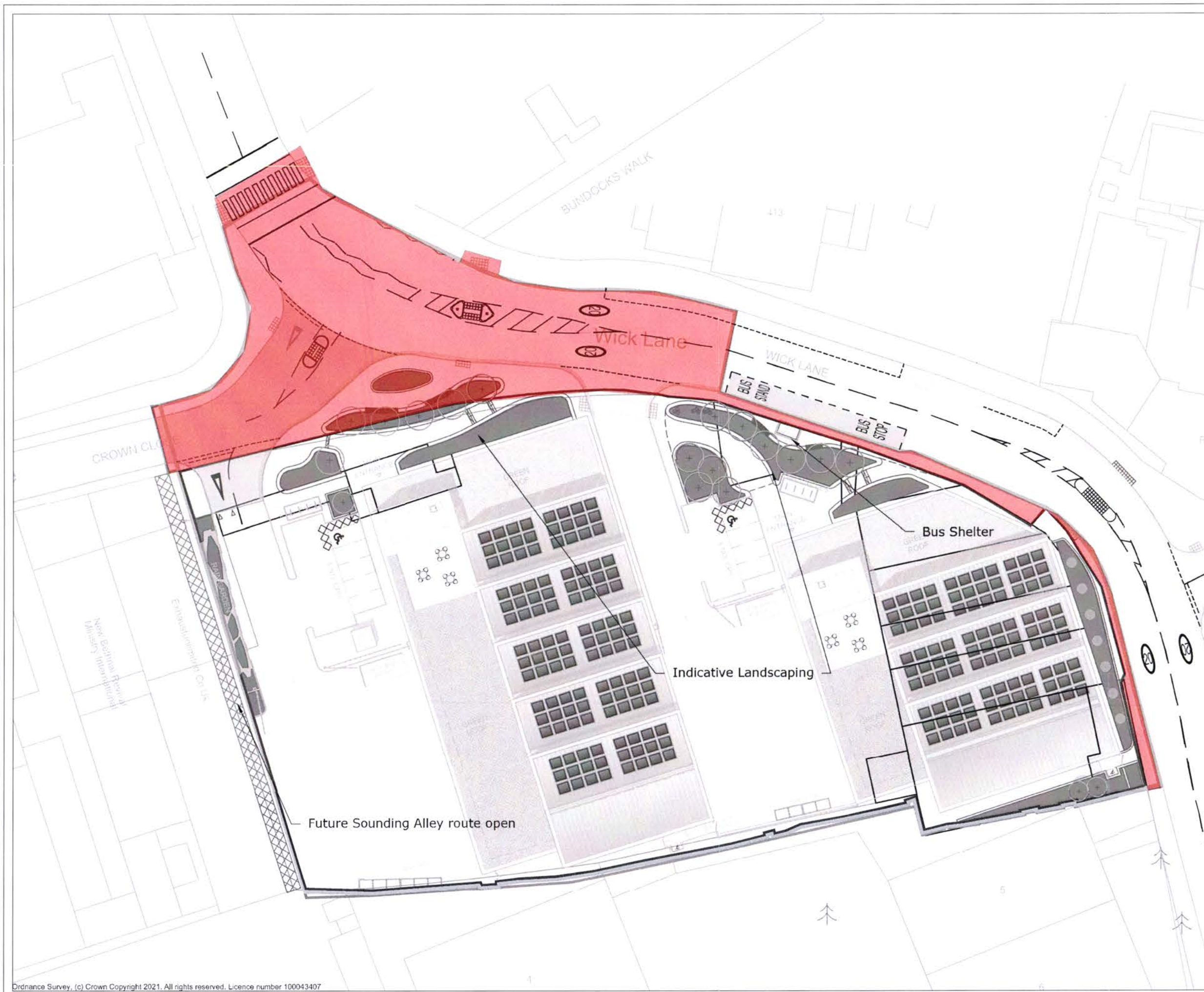
84 North Street
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 8 Duncannon Street
 T: 01483 531 300
 T: 020 8065 5208
 www.motion.co.uk



SEAN DOHERTY
 JKC
 JH

Proposed new bus shelter





Extent of Highway Works

AH
 JKW
[Signature]
 SEAN DOWNEY



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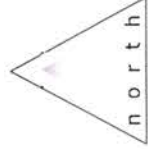
Project:
SEGRO Wick Lane

Title:
Extent of S278 Highway Works

Scale: 1:500 (@ A3)

Drawing:
Plan 4

Revision:



Proposed pedestrian link



AA
SKW

Adrian Doherty
SEAN DOHERTY

motion

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www.macon.co.uk

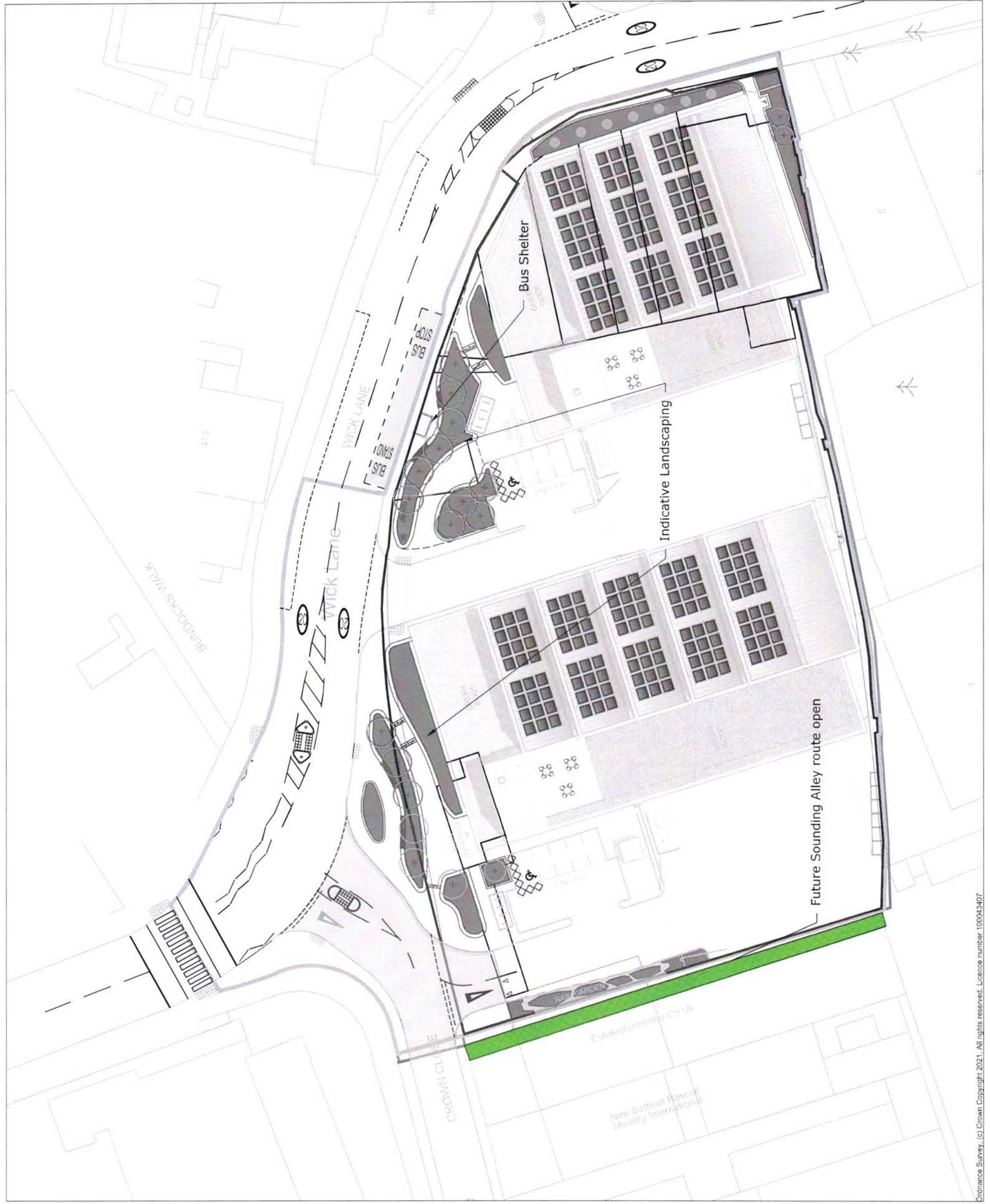
Golden Cross House
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London
WC2N 4JF
T: 020 8065 5208

Project:
SEGRO Wick Lane

Title:
Pedestrian link

Scale: 1:500 (@ A3)

Drawing:
Plan 5
Revision:



APPENDIX 2
DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant
Segro

Agent
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Part I - Particulars of Application THIS IS A DRAFT DECISION NOTICE

Date of Application: 06-Nov-2023

Application No 23/00406/FUL

Proposal: Full planning application for the erection of two two-storey buildings for flexible industrial use (Class E(g)(ii), E(g)(iii), Class B2 and B8) with ancillary office space, yard space, soft and hard landscaping and other associated works

Location: 616, Wick Lane, London, Bow, E3 2JG

Part II - Particulars of Decision

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

CONDITIONS

1. Time limit

The development hereby permitted (hereinafter referred to as the "Development") shall be commenced (meaning initiated as defined in section 56(4) of the Town and Country Planning Act 1990, hereinafter referred to as "Commenced") before the expiration of three years from the date of this permission.

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

2. Works in accordance with approved details

The development shall be carried out in accordance with the following details and plan numbers:

- 31092-PL-202B Site Layout Plan--
- 31092-PL-203 External Finishes Plan
- 31092-PL-204 C Unit 1 Floorplans
- 31092-PL-205 D Unit 2 Floorplans
- 31092-PL-206B Unit 1 Proposed Elevations-
- 31092-PL-207B Unit 2 Proposed Elevations-
- 31092-PL-208 Roof Plans
- 31092-PL-209 B Unit 1 Sections-
- 31092-PL-210 B Unit 2 Sections-
- 31092-PL-212 Typical Cycle Storage

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

3. Construction Environmental Management Plan

No development hereby permitted shall commence until full details of the proposed construction methodology, in the form of a Construction Environmental Management Plan has been submitted to and approved in writing by the Local Planning Authority.

Construction Environmental Management Plan shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The Construction Environmental Management Plan shall include (but is not limited to) details regarding:

- a) Hours of work and noise mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) Location and height of any proposed stock;
- d) Deliveries within site, to ensure vehicles not stopping on the highway;
- e) The notification of neighbours with regard to specific works;
- f) Advance notification of road closures;
- g) Details of cranes and / or scaffolding to be erected during construction and demolition phases
- h) Details regarding parking, deliveries, quantum of deliveries, hours of deliveries and storage (including hours of deliveries);
- i) Commitment that deliveries will be made outside peak hours and school pick-up / drop-off hours as agreed with the Local Planning authority
- j) Details of measures to prevent the deposit of mud and debris on the public highway;
- k) Details of measures to protect trees and root protection areas during construction
- l) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;

- m) Details of collaboration with adjoining development sites to mitigate against detrimental impacts;
- n) Construction Transport Management Plan (CTMP) including measures such as restricting timing of demolition and construction movements (and access/egress to the site) to avoid peak congested hours on the local road network;
- o) Details of routes and access for construction traffic, including lorry holding areas;
- p) Dealing with complaints and community liaison; and
- q) A scheme for protecting nearby residential and commercial properties from noise and other environmental effects.
- r) Noise and vibration mitigation and monitoring measures, including monitoring locations, frequency, duration and noise limits
- s) No development, including demolition, 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 construction period in accordance with the approved details. The demolition and construction shall thereafter be carried out in accordance with the details and measures approved in the Demolition Environmental Management Plan and Construction Environmental Management Plan.

Reason: To ensure that the demolition and construction of the development avoids hazard and obstruction being caused to users of the public highway and to safeguards amenity from the start of the development process in accordance with policies SP.5 and T.4 of the LLDC Local Plan and Policy SI1 of the London Plan and the GLA SPG Control of Dust and Emissions During Construction.

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

4. Foundation and piling design.

No foundation or piling work shall take place, until a detailed foundation and piling design has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water and The Environment Agency. All foundation works or piling shall be undertaken in accordance with the terms of the approved piling method statement. The foundation and design should include the following:

- a. the methods to be used.
- b. the depths of the various structures involved.
- c. the density of piling if used.
- d. details of materials to be removed or imported to site.

Reason: To ensure appropriate piling methodology to protect underground water utility infrastructure and avoid groundwater contamination in accordance with Policies BN.14 and S.5 of the Local Plan (2020).

Pre-commencement justification: To ensure that any potential impacts on any subsurface water infrastructure are appropriately mitigated in advance of commencement of works.

5. Water Source Protection Strategy

Development here by approved shall not commence until a Source Protection Strategy detailing, how the developer intends to ensure the water abstraction source is not detrimentally affected by the proposed development both during and after its construction has been submitted to and approved by the local planning authority in consultation with the

water undertaker. The development shall be constructed in line with the recommendations of the strategy.

Reason - To ensure that the water resource is not detrimentally affected by the development in accordance with Policies BN.14 and S.5 of the Local Plan (2020).

Pre-commencement justification: To ensure that any potential impacts on any subsurface water infrastructure are appropriately mitigated in advance of commencement of works.

6. Contamination

No development approved by this planning permission shall commence until a remediation strategy to deal with the risks associated with contamination of the site in respect of the development hereby permitted, has been submitted to, and approved in writing by, the Local Planning Authority. This strategy will include the following components:

- A) A preliminary risk assessment which has identified:
- all previous uses.
 - potential contaminants associated with those uses.
 - a conceptual model of the site indicating sources, pathways and receptors.
 - potentially unacceptable risks arising from contamination at the site.
- B) A site investigation scheme, based on (A) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those offsite.
- C) The results of the site investigation and the detailed risk assessment referred to in (B) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- D) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (C) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

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

Reason: To prevent the deterioration of water quality and to ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by unacceptable levels of water pollution in line with paragraph 174 of the NPPF and Policy BN.14 of the Local Plan (2020).

Pre-commencement justification: To ensure there is an appropriate plan to mitigate any potential detrimental health impacts on future users or occupants of the site arising from contamination in advance of commencement of works.

7. Contamination Verification Report

Prior to each phase of development being brought into use, a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to, and approved in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.

Reasons: To prevent deterioration of water quality and ensure that the site does not pose any further risk to human health or the water environment by demonstrating that the requirements of the approved verification plan have been met and that remediation of the site is complete in line with paragraph 174 of the NPPF and Policy BN.14 of the Local Plan (2020).

8. Contamination Long-term monitoring

The development hereby permitted shall not commence until a monitoring and maintenance plan in respect of contamination, including a timetable of monitoring and submission of reports to the Local Planning Authority, has been submitted to, and approved in writing by, the Local Planning Authority. Reports as specified in the approved plan, including details of any necessary contingency action arising from the monitoring, shall be submitted to, and approved in writing by, the Local Planning Authority.

Reason: To prevent deterioration of water quality and ensure that the site does not pose any further risk to the water environment by managing any ongoing contamination issues and completing all necessary long-term remediation measures. This is in line with paragraph 174 of the NPPF and Policy BN.14 of the Local Plan (2020).

Pre-commencement justification: To ensure there is an appropriate plan to mitigate any potential detrimental health impacts on future users or occupants of the site arising from contamination in advance of commencement of works.

9. Previously Unidentified Contamination

If, during development, contamination not previously identified is found to be present at the site then no further development (unless agreed in writing with the Local Planning Authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to, and approved in writing, by the Local Planning Authority. The remediation strategy should be implemented as approved.

Reason: To prevent deterioration of water quality and ensure that the site does not contribute to and is not put at unacceptable risk from or adversely affected by unacceptable levels of water pollution from previously unidentified contamination sources at the development site. This is in line with paragraph 174 of the NPPF and Policy BN.14 of the Local Plan (2020).

10. Decommissioning of investigative boreholes

Prior to commencement of the development, a scheme for managing any borehole installed for the investigation of soils, groundwater or geotechnical purposes shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained post-development for monitoring purposes will be secured, protected and inspected. The scheme as approved shall be implemented prior to the occupation of any part of the permitted development.

Reason: To ensure that redundant boreholes are safe and secure, and do not cause groundwater pollution or loss of water supplies in line with paragraph 185 of the NPPF and BN.14 of the Local Plan (2020).

Pre-commencement justification: To ensure there is an appropriate plan to mitigate any potential detrimental health impacts on future users or occupants of the site arising from contamination in advance of commencement of works.

11. Dust Monitoring Plan:

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

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- The frequency and other arrangements for dust monitoring; and
- The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

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

Reason: To safeguard residential amenity from the start of the demolition and construction process in accordance with Policy S.4 of the Local Plan.

Pre-commencement justification: A detailed Dust Management Plan is required to be submitted prior to commencement of all construction works once a contractor has been appointed to appropriately manage the dust impacts of construction and demolition upon the local area.

12. Drainage and Flooding

The development shall be completed in accordance with submitted drainage strategy ref:21130-BGL-XX-XX-RP-D-0001 Version V6 prepared by Burrows Graham. Any variations to this strategy shall be submitted to and approved by the Local Planning Authority prior to any above ground works.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and improve habitat and amenity in accordance with Policy BN13 of the Local Plan.

13. Delivery, Servicing and Operational Plan

The development shall not be occupied until a delivery, servicing and operational management plan (DSMP) detailing how all elements of the development are to be serviced, managed and operated has been submitted to and approved in writing by the Local Planning Authority. The details submitted shall include the proposed hours for deliveries and operational use of the vehicle parking areas within the site and also noise mitigation measures put in place to ensure the impacts from servicing on residents can be mitigated. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans. The approved details shall be implemented from first occupation of that part of the development and thereafter for the life of the development on the respective area of land.

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

14. Secured by Design Certification

A. Prior to above ground works, details of the measures to be incorporated into the development demonstrating how the development will seek to achieve Secure by Design Certification, shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Metropolitan Police Designing Out Crime Officers. The development shall be carried out in accordance with the agreed details unless otherwise agreed in writing by the Local Planning Authority.

B. Within 6 months of first occupation of each building or part of a building or use, the development shall demonstrate compliance that the relevant measures agreed within Part A have been implemented and thereafter all features are to be permanently retained

Reason: To ensure that the Development has been built out in accordance with the approved documents, is inclusive for all users, is safe and that the risk of crime, and the fear of crime, is reduced in accordance with the LLDC Local Plan Policies BN.4, BN.5 and BN.6 and policies D4, D5 and D11 of the London Plan.

15. BREEAM

There shall be no occupation of the commercial premises hereby approved, until an design stage independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'Excellent rating has been submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

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

Reason: To ensure that high standards of sustainability are achieved, in accordance with Policies D4, SI 2 and SI 5 of The London Plan and policies BN.4, SP.5 and S.4 of the LLDC Local Plan.

16. Cycle Parking

Prior to occupation of the development hereby permitted, details of the cycle parking shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall also demonstrate that a minimum of 16 cycle parking spaces are provided and space for 9 cargo bikes across the two units and that all relevant doors to the cycle stores are 'powered doors' in accordance with Inclusive Design Standards.

The cycle parking shall thereafter be implemented in full in accordance with the approved details before first use of any part of the development and shall thereafter be retained solely for its designated use for the lifetime of the development.

Reason: To ensure adequate cycle parking is available on site and to promote sustainable and inclusive modes of transport in accordance with Policy T.9 of the Local Plan (2020) and Policy T5 of the London Plan (2021).

17. Archaeology:

No development shall take place until a written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development below ground level shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and

A. The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works.

B. Where appropriate, details of a programme for delivering related positive public benefits.

C. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

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

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

18. Materials and Detailed Design

No above ground works, with the exception of the superstructure/building frame, shall take place until details and a schedule of materials and products of all external facing materials to be used in the construction of the building hereby approved, along with material sample boards and/or full-size mock-ups, have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Detailed drawings including drawings of:

- Principal features on the facades e.g. window study (1:50 @ A1)
- Details of each envelope / roof type (1:20 @A3)
- Detailed brick plinth elements including mortar joint profile (1:20 @A3)
- Details of glazing and curtain walling systems including any manifestation (1:20 @A3)
- Key junctions/bonds between materials/finishes (1:20 @A3)
- Ground floor frontages including entrances, glazing and signage zones, vented panels to plant rooms, workspace frontages (1:50 @ A1)
- Parapets, roof edges, rooftop plant screening, lift over runs etc (1:20 @A3)
- Elevational location of all joints eg structural, movement, panels (1:150 @ A1)
- Elevational location of all openings in envelope eg ventilation grilles, bird & bat boxes (1:150 @ A1)
- Elevational location of all items which are fixed to the façade eg rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes (1:150 @ A1)

- Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors (1:20 @A3)
- External signage details including elevations (1:50 @A3)

Samples of materials and products, including finishes, of:

- Façade and roof cladding materials noting that the depth of the metal standing seam cladding, spacing of seams and finish/RAL colour should be specified to ensure a close visual match to visualisations contained within the Design and Access statement (i.e. depth of standing seam ~50mm, spacing of seams ~600mm).
- Brick and mortar type including mortar joint profile
- Window / door types (including all finishes, glass types and any manifestation)
- Curtain wall (including finishes, glass types and any manifestation)
- Facing metalwork (e.g.service doors, screens, gates)
- All items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes) Samples of the above materials should be provided.

Mock-ups

A 1m wide x 2m high mock-up should be provided to show the junction of the brickwork and black standing seam metal insulated cladding including recessed channel at the junction of these main facing materials, brick bond and mortar joint profile.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.10 of the Local Plan.

19. Landscape design.

No above ground works, with the exception of the superstructure/building frame, shall take place until full details of hard and soft landscape works of all open areas and public realm have been submitted to and approved in writing by the Local Planning Authority. Hard landscape details shall include:

- a) details of any proposed earthworks and proposed finished levels or contours including any alterations in existing ground levels and excavations within the root protection area of any retained trees on or adjoining the site
- b) car parking layouts including details of blue badge parking, electric charging points and petrol and oil interceptors
- c) details of vehicle and pedestrian access and circulation areas including cycle storage
- d) details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs
- e) hard surfacing materials which shall be permeable as appropriate, including dimensions, bonding and pointing
- f) minor artefacts and structures e.g. street furniture, refuse or other storage units, signage, lighting, ecological enhancements, bollards and any hostile vehicle mitigation.
- g) location of proposed and existing functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout
- h) materials samples

Soft landscape details shall include:

- a) coordination drawing of all existing trees and hedgerows indicating those to be removed and retained overlaid with development proposals with measures for the protection and ongoing healthy growth of retained trees/vegetation based on tree survey
- b) planting plans including plant schedules, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate. All trees proposed should be semi-mature species.
- c) written specifications including cultivation and other operations associated with plant and grass establishment
- d) all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment
- e) coordination drawing showing the locations of green roofs and integration with the building design, maintenance access including detail of substrate and species proposals
- f) coordination drawing of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey and confirmation of the overall Biodiversity Net Gain targets.
- g) implementation programme including time of year for planting

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

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

20. Landscape implementation.

All hard and soft landscape works shall be carried out in accordance with the approved landscape details by no later than the end of the planting season following completion of the development or prior to the first occupation of the development, whichever is sooner. Any existing retained or proposed trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Planting shall comply to biosecurity requirements and BS:4428 Code of practice for general landscaping operations, BS:3936 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.'

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

21. Green roofs

No above ground works, with the exception of the superstructure/building frame, shall take place until full details of green roofs as indicated on the approved drawings have been submitted to and approved in writing by the Local Planning Authority. All green roofs should

meet the minimum substrate depth requirements of the GRO Code 2021 and should take account of the policy objective for biodiversity net gain. The details shall include:

- a) coordination drawing showing the locations of green roofs and integration with the building design, maintenance access including detail of substrate and species proposals
- b) details of substrates including depth and profile
- c) full details of planting/seeding with species and density
- d) a detailed scheme of maintenance including irrigation system (where an irrigation system is part of the design)
- e) details of associated ecological enhancements such as deadwood habitat, bird boxes, etc.
- f) details of access and safety precautions during maintenance operations
- g) sections at a scale of 1:20 with manufacturer's details demonstrating the construction and materials used and showing a variation of substrate depth (where applicable)

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

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

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

22. Lighting

Prior to the installation of any external lighting of the development, and in any event prior to first occupation of the buildings, a lighting scheme, (including security lighting and any proposed illumination of the buildings and open spaces at night), shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall include:

- a) functions of proposed lighting and the uses it supports
- b) a lux plan showing both proposed and existing retained light sources;
- c) details of time limits on lighting and hours of operation;
- d) details of how the lighting scheme will mitigate any potential biodiversity impacts including the adjacent river corridors;
- e) details of the installation or operation of the proposed lighting; and
- f) details of fixtures, any supporting structures and systems of control such as timers and sensors.

The submitted details shall demonstrate that the lighting scheme has been designed to ensure that it minimises impacts by artificial lighting upon residential amenity in accordance with the recommended maximum limits for Environmental Zone 4, set out in the most recent version of the Institute of Lighting Professionals Guidance Note 01/21 for the reduction of obtrusive light.

All lighting shall be provided in the development in accordance with the approved details lighting scheme prior to the first occupation/use of the development and shall be retained as such for the lifetime of the development thereafter.

Reason: To ensure there is an appropriate level of residential amenity and appropriate features to conserve and enhance the amenity of neighbours and wildlife habitats in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, S.1 and S.12 of the Local Plan (2020).

23. Car Parking Design and Management Plan

Prior to the first occupation/use of the development hereby approved, a Car Parking Design and Management Plan shall have been submitted to and approved in writing by the Local Planning Authority in consultation with the highways authority.

The submitted details shall demonstrate how the parking shall be for operational and blue-badge parking only and demonstrate how these spaces are to be designed, managed, operated and monitored.

The vehicle parking for the development shall thereafter be provided and operated in accordance with the approved plan for the lifetime of the development.

Reason: To ensure proper management of the carpark and to secure details of allocation of blue-badge parking spaces in accordance with Policies BN.6 and T.8 of the Local Plan (2020).

24. Ventilation Strategy

Prior to the commencement/use of the relevant part 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 data sheets and calculations for the sizing of all ventilation equipment selected should be provided, including media filters, ducting layouts, particularly showing the locations of fresh air intake and exhaust louvres.

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 BN.11 of the LLDC Local Plan (2020).

25. Noise Levels – Plant

The rating noise level from building services plant within the development shall not exceed a level which is 10dB below the typical background sound level (LA90) (with reference to BS4142: 2014+A1: 2019) at any time when measured at the nearest noise sensitive facade. Emergency plant (e.g. life safety generators, smoke extract fans) noise must not exceed a noise level which is 10dB above the typical background sound level at the nearest noise sensitive facade.

Reason: To safeguard the amenity of adjoining residential occupiers in accordance with Policy BN.12 of the LLDC Local Plan (2020).

26. Non-Road Mobile Machinery

No non-road mobile machinery (NRMM) shall be used in carrying out this development 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 BN.11 of the Local Plan (2020).

27. Operational Waste Management Plan

Prior to the occupation of the development hereby permitted, an updated Operational Waste Management Plan (OWMP) shall be submitted to and approved in writing by the Local Planning Authority. The OWMP shall include details to verify that the spatial provision, and arrangements for managing waste on the site meet the requirements of the London Borough of Tower Hamlets Waste Management Guidelines, and appropriate Building Regulations.

The OWMP shall include objectives and targets for waste reduction and recycling and how these will be achieved along with details of waste segregation, storage, waste collection and transfer, onsite waste treatment, provisions for offsite waste treatment and duty of care requirements. The development shall be operated in accordance with the agreed details.

Reason: To ensure suitable provision for the occupiers of the development and to encourage the sustainable management of waste in accordance with Policy S.7 and S.8 of the Local Plan (2020).

28. Public Realm Fronting Doors and gates

The development shall not be used/occupied until and unless ground floor doors or gates within the development have been installed so as not to open out onto the public realm. All such doors/gates shall be fitted so that they open inwards, only unless in an emergency situation. The development shall thereafter be retained as such.

Reason: In the interests of the safety and operation of the highway network in accordance with Policies T.4 and T.5 of the Local Plan (2020).

29. Electric Charging Point Provision

Prior to occupation/use of the development hereby approved, details of the installation (including location and type) of a minimum of 2 blue badge and 12 operational vehicle electric vehicle charging points shall be submitted to and approved in writing by the Local Planning Authority and the electric vehicle charging points shall be installed prior to occupation/use of the development and the development shall not be carried out otherwise in accordance with any such approval given. The development shall thereafter be retained as such.

Reason: To promote more sustainable means of transport in accordance with Policy T.8 of the Local Plan (2020).

30. Blue Badge Parking

The blue badge spaces shown on the drawings and details approved shall be made available prior to first use/occupation of the development and retained for the purposes of

car parking for holders of blue badges only. The development shall thereafter be retained as such.

Reason: To ensure the permanent retention of the parking spaces for blue badge holders in accordance with Policies BN.6 and T.8 of the Local Plan (2020).

31. Wayfinding/Signage

No above ground works, with the exception of the superstructure/building frame, shall take place until details of a signage strategy for the site including wayfinding (including waymarking from point of arrival), street signage and traffic related signage has been submitted to and approved in writing by the Local Planning Authority. The strategy shall include locations and details of fittings and supporting structures. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

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

32. Refuse Storage

Before the first occupation of the development hereby permitted, the refuse and recycling storage arrangements shown on the approved drawing/s shall be provided and made available for use by the occupiers of the development and the facilities provided shall thereafter be retained for the life of the development and neither they nor the space they occupy shall be used for any other purpose.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance, in accordance with Policy S.7 and S.8 of the Local Plan (2020).

33. Boundary treatments

No above ground works, with the exception of the superstructure/building frame, shall take place until details of all means of enclosure and boundary treatment, indicating the positions, design, materials and type of boundary treatment to be erected including Secured by Design considerations and any access points and access control measures, have been submitted to and approved in writing by the Local Planning Authority. Details shall include an ongoing management and maintenance plan for all boundary treatments. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure satisfactory boundary treatments in the interests of visual amenity within the area and in the interest of residential amenity, in accordance with Strategic Policy SP.3 and Policies BN.1 and BN.4 of the Local Plan.

34. Fire Safety

Prior to the commencement of above ground works, a finalised fire safety strategy shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved details and retained thereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users in accordance with Policy D.12 of the London Plan (2021)

35. No construction within proximity to Water Main

No construction shall take place within 5m of the water main. Information detailing how the developer intends to divert the asset / align the development, so as to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works.

Reason: The proposed works will be in close proximity to underground strategic water main and have the potential to impact on local underground water utility infrastructure. Please read our guide 'working near our assets' to ensure your workings will be in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures, in accordance with Policies BN.14 and S.5 of the Local Plan (2020).

36. Roof terrace hours of use.

The hours of operation of the proposed roof terraces on the two buildings shall be within 07:00 to 21:00 on Monday to Saturday and 09:00 to 20:00 on Sundays and Bank Holidays.

Reason: To ensure to minimise nuisance or disturbance caused to the detriment of the amenities of adjoining occupiers or users of the area generally in accordance with Policy BN.12 of the Local Plan (2020).

INFORMATIVES TO BE ADDED

1. A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

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: **xxxx**

A Hollingsworth

Anthony Hollingsworth

Director of Planning Policy and Decisions
London Legacy Development Corporation

DRAFT

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.