

DATED 23 October 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) FAIRVIEW LAND LIMITED

PLANNING OBLIGATION BY AGREEMENT

**relating to land known as Chobham Farm North, Stratford,
London**

Planning application reference 24/00063/FUL

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THIS AGREEMENT is made on 23 October 2024

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN (the "LPA"); and
- (2) **FAIRVIEW LAND LIMITED** (No 03164322) whose registered office is at 50 Lancaster Road, Enfield, Middlesex EN2 0BY (the "Developer").

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 Developer is the registered proprietor of the freehold interest that comprises the Site registered at the Land Registry with Title Number TGL611096.
- (C) The Developer's agent submitted the Planning Application to the LPA registered on 4 March 2024.
- (D) On 23 July 2024 the LPA resolved to grant the Planning Permission subject to 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.

OPERATIVE PROVISIONS:

1. INTERPRETATION

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

- "1990 Act"** means the Town and Country Planning Act 1990
- "2011 Act"** means the Localism Act 2011
- "Affordable Housing"** means housing including London Affordable Rented Housing and London Shared Ownership Housing provided to eligible households whose needs are not met by the market and which housing should:
- "Affordable Housing Cap"** means 50% (fifty per cent) of the Residential Units provided as Affordable Housing Units in a 60% (sixty per cent) Affordable Rented Housing / 40% (forty per cent) London Shared Ownership Housing tenure split or the equivalent thereof including any Partial Unit Contribution and/or Late Stage Review Contribution calculated in accordance with Formula 4 (as applicable)

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| "Affordable Housing Target Tenure Split" | means: <ul style="list-style-type: none"> (a) a minimum of 60 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing; and (b) a minimum of 40 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing |
| "Affordable Housing Units" | means the Baseline Affordable Housing, any Grant Funded Unit (as defined in Schedule 1) and any Additional Affordable Housing (as defined in Schedule 2 of this Agreement) |
| "Agreement" | means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers |
| "Anticipated Commencement Date" | means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced |
| "Application" | means any application seeking an injunction or other equitable remedy (including any application under Part 25 of the Civil Procedure Rules) and/or any claim for damages |
| "Baseline Affordable Housing" | means a minimum of 30.11% by Habitable Room of the Residential Units, to be provided as Affordable Housing Units in accordance with the Affordable Housing Tenure Split and "Baseline Affordable Housing Units" shall be construed accordingly |
| "Building" | means any building forming part of the Development |
| "Building Cost Index" | means the All-in Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer |
| "Commencement" | means beginning of the Development (or where Commencement or Commence is used in the context of part of the Development commencement shall mean beginning of that part) as defined in section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include: <ul style="list-style-type: none"> (a) demolition (b) site clearance and preparation (c) archaeological investigation (d) investigations for the purposes of assessing contamination (e) other ground and site surveying and investigations (f) construction of temporary access and temporary internal roads for construction purposes only (g) remediation works associated with contamination |

- (h) erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security
- (i) provision of temporary accommodation reasonably required for construction purposes only

and "**Commence**" and "**Commenced**" shall be construed accordingly

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| "Commencement Date" | means the date upon which the Development is Commenced |
| "Completion" | means completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and " Completed " shall be construed accordingly |
| "Comply" | means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and " Compliance " shall be construed accordingly |
| "Component(s) of Development" | <p>means a part of the Development including but not limited to:-</p> <ul style="list-style-type: none"> (a) Open Market Housing Units; (b) Affordable Housing Units; (c) Commercial Units; (d) any other floorspace; (e) property; (f) land; (g) any other component at the Development |
| "Council" | means the London Borough of Newham |
| "Development" | means the development of the Site and all other operations and/or works authorised by the Planning Permission |
| "Disposal" | <p>means:</p> <ul style="list-style-type: none"> (a) the Sale of a Component of the Development; (b) the grant of a lease of a term of less than 125 years of a Component of the Development; or (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development, <p>and "Dispose", "Disposals" and "Disposed" shall be construed accordingly</p> |
| "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)

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| "Expert" | means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute |
| "First Occupation" | means first Occupation of the Development or any specified part thereof and "First Occupied" shall be construed accordingly |
| "Fit Out Works" | means works comprised in the Development beyond Shell and Core |
| "Habitable Room" | means any room within a residential unit the primary use of which is for living, sleeping and/or dining and which expressly includes any room which is used as a kitchen with a floor area of 13 square metres or more, a living room, a dining room or a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 square metres, a bathroom, a toilet, a corridor or a hall |
| "Highway Authority" | means the London Borough of Newham in its capacity as highway authority for the area within which the Site is located and includes its successors to the functions of the highway authority |
| "Index" | means: <ul style="list-style-type: none">(a) the RPI in respect of the Monitoring Contribution; and(b) the Building Cost Index in respect of all other financial contributions |
| "Indexed" | means in relation to any sum or value that it is to be increased in accordance with Clauses 6.2 and 6.3 |
| "Interest" | means interest at 3% above the base lending rate of Barclays Bank Plc from time to time |
| "LLDC" | means the London Legacy Development Corporation and its successors in functions but shall not include its successors in title |
| "London Affordable Rented Housing" | means rented housing provided by an Affordable Housing Provider that is required to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is: <ul style="list-style-type: none">(a) including Service Charges, up to 80% of local market rents and(b) excluding Service Charges, no higher than the annual benchmark rents published by the GLA and to be updated by the Developer including any allowable annual inflation and to otherwise be in accordance with the Mayor's Funding Guidance |
| "London Shared Ownership Housing" | means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease |

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| "London Plan" | means the London Plan (2021) or such updated version as is adopted from time to time |
| "Monitoring Contribution" | means the sum of £3,500 which shall be used by the LPA towards the costs of monitoring compliance with this Agreement |
| "Occupation" | means beneficial occupation for any purpose for which Planning Permission has been granted in respect of the relevant building, structure or part of the Site but not including occupation for the purposes of construction, security, fit out or marketing and "Occupy" and "Occupier" shall be construed accordingly |
| "Open Market Housing Units" | means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units |
| "Parties" | means the parties to this Agreement and the word "Party" shall mean any one of them |
| "Plan 1" | means the plan attached at Appendix 1 |
| "Plan 2" | means the plan attached at Appendix 2 |
| "Planning Application" | means the application for full planning permission submitted to the LPA and given reference number 24/00063/FUL comprising redevelopment of the site to provide 106 residential units and 196 sqm commercial space (Use Class E) in buildings ranging from 6 to 11 storeys in height, with associated parking, communal landscaped amenity areas, secure cycle parking and other associated development |
| "Planning Permission" | means the planning permission subject to conditions that may be granted by the LPA for the proposals within the Planning Application, a draft of which is contained in Appendix 3 |
| "Practical Completion" | means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof and "Practically Complete" and "Practically Completed" shall be construed accordingly |
| "Reasonable Endeavours" | <p>means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected:</p> <ul style="list-style-type: none"> (a) in the case of the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions, duties and purposes; and (b) in the case of the Developer, of a competent commercial developer in the context of the Development (or part of the Development) |

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| "Residential Units" | means units of residential accommodation constructed as part of the Development |
| "RPI" | means the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted for it or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer |
| "Sale" | <p>means:</p> <ul style="list-style-type: none"> (a) the sale of the freehold of a Component of the Development; or (b) the grant of a lease of a Component of the Development with a term of 125 years or more and subject to nominal rent, <p>and "Sold" shall be construed accordingly;</p> |
| "Section 73 Application" | means an application made under section 73 of the 1990 Act seeking to achieve the effect of modification, deletion or replacement of any condition attached to the Planning Permission |
| "Section 73 Permission" | planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require |
| "Site" | means the whole of the land to which the Planning Permission relates as the same is shown edged red on Plan 1 |
| "Substantial Implementation" | <p>means the occurrence of the following in respect of the Development:</p> <ul style="list-style-type: none"> (a) completion of all ground preparation works for the Development; (b) completion of the sub-structure including foundations and any basement level of any Building (whichever is earlier); and (c) completion of the ground floor slab of any Building (whichever is earlier) |
| "Utility Undertaker" | means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site |
| "Working Day" | means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive |

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

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

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

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

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

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

1.2.5 references to the Site include any part of it;

1.2.6 references to the 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 2.5, 2.6 and 2.7 references to the Developer include:

- (a) persons deriving title from the Developer; and
- (b) the Developer's successors, assigns, transferees;

1.2.8 **"including"** means **"including without limitation"**;

1.2.9 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;

1.2.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;

- 1.2.11 any obligation, covenant, undertaking or agreement by the Developer 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; and
- 1.2.12 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every three months), within 10 Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s).
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 The "**Agreement**" includes the Schedules and Recitals to this Agreement.
- 1.5 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate approval agreement or other consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 10 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or agreement or other consent for the purposes of this Agreement.
- 1.8 Where in this Agreement reference is made to "meeting the needs of the Development" (or cognate or similar expressions are used), the expression shall be interpreted pursuant to the three tests set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- 1.9 The Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.6 and 2.7, the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Owner's freehold interests 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 Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site 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 they 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 Except where expressly stated in this Agreement to the contrary, the obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 any Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
 - 2.4.2 individual tenants and occupiers of the Affordable Housing Units and their successors in title and mortgagees and chargees;
 - 2.4.3 individual owners and occupiers of the Private Residential Units and their successors in title and their individual mortgagees and chargees;
 - 2.4.4 individual owners, occupiers or lessees of individual Non Residential Units;
 - 2.4.5 any Affordable Housing Provider whose interest in the Site is limited to Affordable Housing Units save for the obligations in the Schedule 1 which shall bind the Affordable Housing Provider and its successors
- 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. Nor shall any person be liable for any breach committed in respect of a part of the Site in which they have no interest.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time which shall have the benefit of a charge or mortgage of or on any part or parts of the Site or against any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to Clause 2.11, other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any Condition or if any such Condition is varied or released following an appeal under section 78 of the 1990 Act, the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and, in such circumstances, a separate deed pursuant to section 106 and/or section 106A of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. **CONDITIONALITY**

- 3.1 This Agreement is conditional upon:
- 3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of the Development

3.2 save for the provisions of this Clause 3, Clauses 2, 4.1.2, 4.1.3, 6, 9, and 11 to 17 which shall come into effect immediately upon completion of this Agreement.

4. THE DEVELOPER'S COVENANTS WITH THE LPA

4.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it shall:

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer and each and every of the obligations, covenants and undertakings relating to the construction, use and Occupation of the Development which are contained in this Agreement;

4.1.2 subject to clause 2.10, not encumber or otherwise deal with its 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 date upon which each of the following events occurs:

- (a) the Commencement Date;
- (b) First Occupation of the Development; and
- (c) Completion of the Development.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

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

5.2 Subject to Clause 5.5 the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

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

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

5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 to 5.4 shall cease to apply in respect of those monies.

5.6 Prior to payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

6. FINANCIAL CONTRIBUTIONS AND INDEXATION

- 6.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.
- 6.2 Unless otherwise stated all payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid.
- 6.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date of this Agreement until the date the sum or value falls to be considered or applied.

7. NOTICES

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

LPA:

Address: Director of Planning Policy and Decisions

London Legacy Development Corporation – Planning Policy
and Decisions Team

Level 9,

5 Endeavour Square,

Stratford,

London,

E20 1JN

For the attention of: Anthony Hollingsworth

Email address: AnthonyHollingsworth@londonlegacy.co.uk

Developer: Fairview New Homes

Address: 50 Lancaster Road, Enfield, Middlesex, EN2 0BY

For the attention of: David Chalmers

Email address: David.Chalmers@fairview.co.uk

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

8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

8.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to 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. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

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

9. VERIFICATION AND ENFORCEMENT

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

10. DISPUTE RESOLUTION

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

10.2 The Notice must specify:

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

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

- 10.2.3 the proposed Expert.
- 10.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 10.7 provides otherwise) to nominate the Expert at their joint expense.
- 10.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 10.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 Working Days from the date of his appointment to act.
- 10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 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 Working Days in respect of any such submission and material.
- 10.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- 10.7.1 where the Dispute relates to Schedule 3 (Sustainable Transport), the President of the Chartered Institute of Highways and Transportation; and
- 10.7.2 where the Dispute relates to any other matter (unless specified otherwise in this Agreement), the President of the Law Society.

11. **NO WAIVER**

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

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

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

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

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

14. **LPA'S LEGAL AND MONITORING COSTS**

- 14.1 The Developer agrees that it will on completion of this Agreement pay:
- 14.1.1 the LPA's reasonable and proper external legal costs incurred in the negotiation and completion of this Agreement; and
- 14.1.2 the Monitoring Contribution to the LPA.

15. **INTEREST**

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

16. **JURISDICTION AND LEGAL EFFECT**

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

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

17. **EXECUTION**

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

SCHEDULE 1 - AFFORDABLE HOUSING

1. DEFINITIONS

1.1 In this Schedule 1 the following words and expressions shall have the following meanings:

| | |
|---|--|
| "Affordable Housing Contract" | means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider |
| "Affordable Housing Management Scheme" | means a scheme specifying details of the management, maintenance and servicing arrangements for the Affordable Housing Units which ensures all residents shall have access to the Common Areas |
| "Affordable Housing Provider" | means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) |
| "Affordable Housing Tenure Split" | means: <ul style="list-style-type: none">(a) a minimum of 87% (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing; and(b) no more than 13% (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing |
| "Charge" | means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee |
| "Chargee" | means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator |
| "CPI" | means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the LPA may determine, acting reasonably |
| "Date of Deemed Service" | means, in each instance where a Chargee has served a Default Notice under paragraph 4.2.1 of this Schedule 1: <ul style="list-style-type: none">(a) in the case of service by delivery by hand of the Default Notice to the LPA's offices at the address specified in Clause 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time) during the LPA's office hours of 9 am to 5 pm on a Working Day, the date on which the Default Notice is so delivered; or(b) in the case of service by using first class registered post to the LPA's offices at the address specified in Clause 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time), the second Working Day after the date on which the Default Notice is posted (by being placed |

in a post box or being collected by or delivered to Royal Mail)
PROVIDED THAT the Chargee is able to evidence that the
Default Notice was actually delivered to the LPA (by Royal Mail
proof of delivery or otherwise)

| | |
|---|--|
| "Default Notice" | means a notice in writing served on the LPA by the Chargee under paragraph 4.2.1 of this Schedule 1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Unit |
| "Eligibility Criteria" | means the household has a maximum income of £90,000.00 (ninety thousand pound) or such other maximum income as may be specified in the London Plan (as updated in the Annual Monitoring Report) or where paragraphs 5.2 and 5.3 of this Schedule apply, a maximum annual income as set out in those paragraphs |
| "Eligible Purchaser" | means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000 (ninety thousand pounds sterling) |
| "GLA" | means the Greater London Authority in its capacity as strategic planning authority for Greater London or any successor in statutory function |
| "Grant Funding" | means any capital funding provided by Homes England, the GLA or any other public body for the delivery of additional Affordable Housing in the Development and " Grant Funded Unit " shall have the meaning given to it in this Schedule |
| "Household" | means in relation to an Eligible Purchaser a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons |
| "Household Income" | means: (a) in relation to a single Eligible Purchaser the gross annual income of that Eligible Purchaser's Household; and (b) in relation to joint Eligible Purchasers the combined gross annual incomes of those Eligible Purchasers' Households |
| "Intention Notice" | means a notice in writing served on the Chargee by the LPA under paragraph 4.3 of this Schedule that the LPA is minded to purchase the relevant Affordable Housing Unit |
| "London Affordable Rented Housing Units" | means the Affordable Housing Units to be made available for London Affordable Rented Housing in accordance with this Agreement |
| "London Plan" | means the London Plan published in March 2021 as revised from time to time |
| "London Plan Annual Monitoring Report" | means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy |

| | |
|--|--|
| "London Shared Ownership Housing Units" | means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with this Agreement |
| "Lower Income Cap Units" | means the London Shared Ownership Units to be targeted to households with annual incomes as set out in paragraph 5.2 of this Schedule or less |
| "Mayor's Funding Guidance" | means "Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance" published by the Mayor of London in November 2020 or any update or replacement guidance |
| "Model Form of Lease" | means the model forms of lease for Shared Ownership Housing set out in the GLA's Capital Funding Guide from time to time |
| "Moratorium Period" | means, in each instance where a Chargee has served a Default Notice under paragraph 4.2.1 of this Schedule 1, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA) |
| "Option" | means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 4.4 of this Schedule for the purchase of the Affordable Housing Units |
| "Rents and Nominations Agreement" | means the Council's standard rents and nominations agreement |
| "Service Charges" | means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit (as applicable) |
| "Shell and Core" | means constructed to shell and core finish (as that expression is understood in the commercial development industry) and not fitted out, decorated or furnished |
| "Staircasing" | means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% equity and "Staircased" shall be construed accordingly |
| "Sums Due" | means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses |
| "Wheelchair User Units" | means 10% of the Affordable Housing Units which are to be constructed and fitted out in compliance with requirement M4(3)(2)(a) under Part M (Category 3) of Schedule 1 to the Building Regulations 2010 (as detailed in Approved Document M) and British Standard:8300 pursuant to the Planning Permission |

2. BASELINE AFFORDABLE HOUSING

2.1 The Affordable Housing shall comprise of the following unit size matrix:

| | 1 bed | 2 bed | 3 bed | Total number of units |
|--|--------------|--------------|--------------|------------------------------|
| London Shared Ownership Units | 1 | 1 | 1 | 3 |
| London Affordable Rented Housing Units | 5 | 8 | 7 | 20 |

2.2 The Developer shall not Occupy more than 50% of the Open Market Housing Units until 75% of the Baseline Affordable Housing has been completed and is ready for Occupation.

2.3 The Developer shall not Occupy more than 75% of the Open Market Housing Units until 100% of the Baseline Affordable Housing has been completed and is ready for Occupation.

3. USE AS AFFORDABLE HOUSING

Save for the specified exclusions within paragraph 4, the Developer covenants not to Occupy the Affordable Housing Units for any purpose other than as Affordable Housing.

4. EXCLUSION OF LIABILITY

4.1 The obligations and restrictions contained in this Schedule 1 shall not bind:

4.1.1 any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;

4.1.2 any London Shared Ownership Housing Unit where the London Shared Ownership Lessee has acquired 100% of the equity in such unit through Staircasing; or

4.1.3 any Chargee (subject to the provisions of paragraph 4.2).

4.2 In order to benefit from the protection granted by paragraph 4.1.3, a Chargee must:

4.2.1 serve a Default Notice on the LPA pursuant to the requirements of Clause 7 addressed to the Director of Planning Policy and Decisions of the LPA prior to seeking to dispose of the relevant Affordable Housing Units;

4.2.2 when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant Affordable Housing Units; and

4.2.3 subject to paragraph 4.6, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 4.4.

4.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the LPA may serve an Intention Notice on the Chargee.

4.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will

grant the LPA (and/or the LPA's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

- 4.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- 4.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 4.5.2 or determined in accordance with paragraph 4.6;
- 4.4.3 provided that the purchase price has been agreed in accordance with paragraph 4.5.2 or determined in accordance with paragraph 4.6, but subject to paragraph 4.4.4, the LPA (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- 4.4.4 the Option will expire upon the earlier of (i) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- 4.4.5 any other terms agreed between the parties to the Option (acting reasonably).

4.5 Following the service of the Intention Notice:

- 4.5.1 the Chargee shall use Reasonable Endeavours to reply to enquiries raised by the LPA (or its nominated substitute Affordable Housing Provider) in relation to the relevant Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- 4.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use Reasonable Endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
 - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 1; and
 - (b) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

4.6 On the date falling 10 Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 4.5.2(a) above:

- 4.6.1 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use Reasonable Endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- 4.6.2 if, on the date falling 15 Working Days after service of the Intention Notice, the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- 4.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 4.5.2(a), due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;

- 4.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 4.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 4.6.6 the independent surveyor shall make his/her decision and notify the LPA, the LPA's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 4.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 4.7 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule 1 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 4.7.1 the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 4.7.2 the LPA (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 4.7.3 the LPA (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 4.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 4.2 to 4.7 (inclusive).

5. LONDON SHARED OWNERSHIP UNITS

- 5.1 The cost of rent and/or mortgage payments and service and estate charges in relation to the London Shared Ownership Units shall not exceed the general affordability criteria for London Shared Ownership Housing published by the GLA from time to time in the London Plan (and updated in the Annual Monitoring Report) and it is acknowledged that at the date of this Agreement the applicable income threshold is £90,000.00 (ninety thousand pounds) per annum.
- 5.2 Prior to the disposal or First Occupation of any Lower Income Cap Unit, the Developer shall submit and obtain the approval of the LPA to a scheme containing the following information relating to the Lower Income Cap Units:-
- 5.2.1 details of how rent and/or mortgage payments and service and estate charges in relation to:-
 - (a) the 1-bedroom London Shared Ownership Units will be affordable to households with annual incomes of £55,000.00 (fifty thousand pounds) or less;
 - (b) the 2-bedroom London Shared Ownership Units will be affordable to households with annual incomes of between £60,000.00 (fifty thousand pounds) to £65,000.00 (sixty five thousand pounds);
 - (c) the 3-bedroom London Shared Ownership Units will be affordable to households with annual incomes of up to £75,000.00 (seventy five thousand pounds); and
 - 5.2.2 details of how the Lower Income Cap Units will be marketed to households with annual incomes as set out at paragraph 5.2.1.

5.3 For a period of 3 (three) months prior to Completion of the relevant Lower Income Cap Unit, the Developer shall:

5.3.1 market the Lower Income Cap units in accordance with the details approved pursuant to paragraph 5.2.2 above; and

5.3.2 use Reasonable Endeavours to dispose of the Lower Income Cap Unit to a household with annual incomes as set out in paragraph 5.2.1 above in accordance with the scheme approved pursuant to paragraph 5.2.2 above

5.4 PROVIDED THAT if at the end of such period the relevant Lower Income Cap Unit is not the subject of an accepted offer to purchase by a household with annual incomes as set out at paragraph 5.2.1 above:-

5.4.1 the Developer shall submit a written report to the LPA detailing the steps it has taken to fulfil its Reasonable Endeavours obligation under paragraph 5.3.2 above; and

5.4.2 the Lower Income Cap Unit may thereafter be disposed of pursuant to paragraph 5.1 above.

6. WHEELCHAIR AFFORDABLE HOUSING UNITS

6.1 The Developer shall not carry out any Fit Out Works until the locations of the Wheelchair User Units to be provided have been submitted to and approved by the LPA in writing.

6.2 The Wheelchair User Units shall be provided in the locations approved pursuant to paragraph 6.1 above.

6.3 The Developer shall: -

6.3.1 notify the LPA at least 6 (six) months prior to Completion of each Wheelchair Affordable Housing Unit and thereafter from the date of such notification until the date three months prior to Completion of such unit:

(a) only market the Wheelchair Affordable Housing Unit to households which include a wheelchair user; and

(b) use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user

6.4 PROVIDED THAT in the event that it has not been possible to identify a household including a wheelchair user by the date three month prior to Completion of the Wheelchair Affordable Housing Unit and evidence of the same has been provided to and approved by the LPA then the Developer shall be entitled to market that unit to any household.

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

6.5.1 actively market the unit as a Wheelchair Affordable Housing Unit;

6.5.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user and which meets the Eligibility Criteria, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 6.5.3 below; and

6.5.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user which meets the Eligibility Criteria, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraphs 6.5.1 and 6.5.2 above) and shall, at the LPA's

request, meet with the LPA and/or the Council to discuss a strategy for the future marketing of the Wheelchair Affordable Housing Units.

7. GRANT FUNDING

7.1 The Developer shall use Reasonable Endeavours to ensure that the Affordable Housing Contract includes the following obligations:-

7.1.1 The Affordable Housing Provider shall:-

- (a) use Reasonable Endeavours to secure Grant Funding; and
- (b) notify the LPA of the outcome of any such application for Grant Funding within 10 (ten) Working Days of receipt of the same.

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

7.1.3 The LPA shall provide such non-financial support as may be reasonably requested by the Affordable Housing Provider in respect of any applications for Grant Funding pursuant to paragraph 7.1.1(a) above.

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

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

7.1.6 In respect of the disposal of any Grant Funded Unit the purchase price shall not exceed 85% (eighty five per cent) of the market value of that unit on the assumption that it is an Open Market Housing Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.

8. GENERAL

8.1 The Developer shall ensure that:-

8.1.1 the design, construction and layout of the Affordable Housing Units meets the London Mayor's Housing Standards LPG (June 2023) (or any subsequent document superseding the same);

8.1.2 the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider (or the Affordable Housing Provider is otherwise required) to:-

- (a) deliver a duly executed Rents and Nominations Agreement to the Council prior to Occupation of the Affordable Housing Units; and

- (b) advertise and allocate the London Shared Ownership Housing Units via the GLA's London-wide First Steps platform.

8.2 With regards to the Affordable Housing Management Scheme:-

8.2.1 the Affordable Housing Management Scheme shall be implemented; and

8.2.2 the Affordable Housing Units shall not be Occupied or managed (including the levying of service charge and any estate or other charges) other than in accordance with the approved Affordable Housing Management Scheme.

8.3 The Developer will procure that any transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement (or that there is otherwise a requirement) that when granting a lease of an individual Shared Ownership Unit, the Affordable Housing Provider will use the appropriate Model Form of Lease.

8.4 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

8.5 No Affordable Rented Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of the Affordable Rented Units and evidence thereof has been provided to the LPA.

SCHEDULE 2 - VIABILITY REVIEW

1. DEFINITIONS

1.1 In this Schedule 2 the following words and expressions shall have the following meanings:

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

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Developer's quantity surveyor, costs consultant or agent

and build costs (except where the Developer is also the contractor) exclude all internal costs of the Developer not directly attributable to the construction of the Development including but not limited to:

- (d) project management costs;
- (e) overheads and administration expenses;
- (f) professional, finance, legal and marketing costs

to be assessed by the LPA

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

"Additional Affordable Housing Scheme" means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review concludes that Additional Affordable Housing is capable of being provided within the Development and which:-

- (a) confirms which previously intended Open Market Housing Units are to be converted into Additional Affordable Housing units;
- (b) shows the location, size and internal layout of each Additional Affordable Housing unit with reference to plans and drawings approved as part of the Planning Permission;
- (c) ensures that at least 10% (ten per cent) of any Additional Affordable Housing units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
- (d) provides an indicative timetable for construction and delivery of any Additional Affordable Housing units;

| | | | |
|--|-----------------------|-----|--|
| | | (e) | identifies any Partial Unit Contribution |
| "Application Stage Build Costs" | | | means £31,251,620.00 being the costs of demolition, construction, external works and assumed contingency determined by the Baseline Appraisal |
| "Application Stage GDV" | | | means the estimated gross development value being £50,067,799.00 determined by the Baseline Appraisal |
| "Average Affordable Housing Value" | London Rented | | means the average value of London Affordable Rented Housing floorspace per square metre (as applicable) at the relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the LPA and the Developer |
| "Average Open Market Housing Value" | Market | | means the average value of Open Market Housing Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV and Late Stage Review Estimated GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value |
| "Average London Shared Ownership Value" | Shared Housing | | means the average value of London Shared Ownership Housing floorspace per square metre (as applicable) at the relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the LPA and the Developer |
| "Baseline Affordable Housing Units" | | | means the Residential Units to be provided as Affordable Housing pursuant to Schedule 1; |
| "Baseline Appraisal" | | | means the financial viability appraisal for the Development dated 12 th June 2024, titled " FINANCIAL VIABILITY ASSESSMENT: CHOBHAM FARM NORTH, 150 LEYTON ROAD, STRATFORD E15 (APPLICATION REF: 24/00063/FUL)" prepared by BNP Paribas Real Estate that was submitted in relation to the Planning Application and independently assessed by the LPA; |
| "Development Information" | Viability | | means |
| | | (a) | in respect of Formula 1b: |
| | | (i) | Early Stage Review GDV; and |

- (ii) Early Stage Review Build Costs;
- (b) in respect of Formula 2:
 - (i) Average Open Market Housing Value
 - (ii) Average London Affordable Rented Housing Value; and
 - (iii) Average London Shared Ownership Housing Value;
- (c) in respect of Formula 3:
 - (i) Late Stage Review Actual GDV;
 - (ii) Late Stage Review Actual Build Costs;
 - (iii) Late Stage Review Estimated GDV; and
 - (iv) Late Stage Review Estimated Build Costs; and
- (d) in respect of Formula 4:
 - (i) Average Open Market Housing Value
 - (ii) Average London Affordable Rented Housing Value; and
 - (iii) Average London Shared Ownership Housing Value

and including in each case supporting evidence to the Council's reasonable satisfaction

"Disposal"

means:

- (a) the Sale of a Component(s) of the Development;
- (b) the grant of a lease of a term of less than 125 years of a Component of the Development; or
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development

ALWAYS excluding Fraudulent Transactions and **"Dispose"**, **"Disposals"** and **"Disposed"** shall be construed accordingly

"Early Stage Review"

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

“Early Stage Review Build Costs” means the sum of:

- (a) the estimated Build Costs remaining to be incurred; and

- (b) the Build Costs actually incurred

at the Early Stage Review Date

“Early Stage Review Submission” means the following information to be submitted by the Developer to the LPA on an open book basis:-

- (a) the applicable Development Viability Information for Formula 1b and Formula 2;

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

- (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme

“Early Stage Review GDV” means the sum of

- (a) the estimated Open Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and

- (b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Developer to the Council and/or the GLA (as applicable)

“Fraudulent Transaction” means:

- (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or

- (b) a Disposal that is not an arm's length third party bona fide transaction

“Formula 1b” means the following formula for determining surplus profit available for Additional Affordable Housing:-

X = Surplus profit available for Additional Affordable Housing

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

A = Early Stage Review GDV (£)

B = Application Stage GDV (£)

C = Early Stage Review Build Costs (£)

D = Application Stage Build Costs (£)

$P = (A - B) * Y$; Developer profit on change in GDV (£) for the avoidance of doubt developer profit shall not be counted on any public subsidy.

Y = Target Return

"Formula 2"

means the following formula for determining the amount of Additional Affordable Housing to be provided where the application of Formula 1 at the Early Stage Review identifies a surplus profit:-

X = Additional London Affordable Rented Housing requirement (Habitable Rooms)

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional London Shared Ownership requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

A = Average Open Market Housing Value (£ per m²)

B = Average London Affordable Rented Housing Value (£ per m²)

C = Average London Shared Ownership Housing Value (£ per m²)

D = Average Habitable Room size for the Development

E = Surplus profit available for Additional Affordable Housing units as determined in Formula 1b (£)

F = Percentage of surplus profit available for Additional Affordable Housing units to be used for Affordable Rented Housing (60%)

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Shared Ownership Housing (40%)

"Formula 3"

means the following formula for determining surplus profit available for Additional Affordable Housing to be applied at the Late Stage Review:-

X = Late Stage Review Contribution

$$X = ((A + B - C) - (D + E - F) - P) * 0.6$$

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C =

Application Stage GDV (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 3 of Schedule 2; or

Early Stage Review GDV (£) as determined by the Council pursuant to paragraph 6.1 of Schedule 2, where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 3 of Schedule 2

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F =

Application Stage Build Costs (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 7 of Schedule 1; or

Early Stage Review Build Costs (£) as determined by the Council pursuant to paragraph 6.1 of Schedule 2, where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 3 of Schedule 2

P = (A + B – C) * Y

Y = Target Return (%)

"Formula 4"

means the following formula for determining the maximum Late Stage Review Contribution where the application of Formula 3 at the Late Stage Review identifies a surplus profit:

X = Maximum Late Stage Review Contribution

X = (((A * D) – (B * D)) * E) + (((A * D) – (C * D)) * F)

A = Average Open Market Housing Value (£ per sq m)

B = Average London Affordable Rented Housing Value (£ per sq m)

C = Average London Shared Ownership Housing Value (£ per sq m)

D = Average Habitable Room size for the Development

E = Habitable Rooms, where no Additional Affordable Housing has been provided pursuant to this Agreement; or

Habitable Rooms, where any Additional Affordable Housing has been provided pursuant to this Agreement;

being the shortfall in London Affordable Rented Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split

F = Habitable Rooms, where no Additional Affordable Housing has been provided pursuant to this Agreement; or
 Habitable Rooms, where any Additional Affordable Housing has been provided pursuant to this Agreement
 being the shortfall in London Shared Ownership Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

"Late Stage Review" means the upwards only review of the financial viability of the Development at the Late Stage Review Date applying Formula 3 and to, in accordance with the provisions of this Agreement, determine whether a Late Stage Review Contribution is payable and which shall be subject to the Affordable Housing Cap in accordance with Formula 4

"Late Stage Review Actual Build Costs" means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance

"Late Stage Review Actual GDV" means the sum of:

- (a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date;
- (b) the Open Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and
- (c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Developer to the Council and/or the GLA (as applicable)

in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b)

"Late Stage Review Contribution" means a financial contribution for the provision of off-site Affordable Housing in the LPA's administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Affordable Housing Cap in accordance with Formula 4

"Late Stage Review Date" means the date at which 75% (seventy five per cent) of the Open Market Housing Units are sold

"Late Stage Review Estimated Build Costs" means the estimated Build Costs remaining to be incurred at the Late Stage Review Date

| | | |
|-----------------------------------|---------------|--|
| "Late Stage Estimated GDV" | Review | means the estimated Open Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence |
| "Late Stage Submission" | Review | <p>means the following information to be submitted by the Developer to the LPA on an open book basis:-</p> <ul style="list-style-type: none"> (a) the Development Viability Information; (b) a written statement that applies the applicable Development Viability Information to Formula 3 and Formula 4 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) thereby confirming whether in the Developer's view a Late Stage Review Contribution is payable; (c) where such written submission confirms that a Late Stage Review Contribution is payable, the amount of such Late Stage Review Contribution (taking account of the Affordable Housing Cap) |
| "Memorandum" | | means a memorandum made in accordance with paragraph 7 of this Schedule |
| "Non-Open Market Value" | | <p>means a value below the Open Market Value, for example, due to a disposal or other related transaction:-</p> <ul style="list-style-type: none"> (a) to a purchaser who is connected in any way to the vendor, grantor, transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988; (b) which is not an arm's length true value purchase on the usual terms as between a willing vendor, grantor, transferor or lessor and a willing purchaser; and/or (c) where a transaction artificially reduces the value of an Open Market Housing Unit or Affordable Housing Unit which may include without limitation the following types of transaction: <ul style="list-style-type: none"> (i) transactions between the Developer and subsidiary companies of the Developer; (ii) transactions between the Developer and its employees; (iii) transactions involving loans from the Developer; (iv) transactions involving other forms of deferred consideration; (v) transactions involving finance deals; (vi) transactions involving other property not comprised in the Development; |

- (vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Open Market Housing Units or Affordable Housing Units;
- (viii) transactions involving renting or granting of a licence to occupy an Open Market Housing Unit (including, for example, as private rented sector dwellings or other models)

"Open Market Value"

means the best price at which the disposal being sale or lease or other form of disposal as the case may be and all leasehold interests in the Development shall be for a term of not less than 125 (one hundred and twenty five) years (unless a shorter term of years has been agreed beforehand in writing with the LPA) and such relevant interest (which may comprise one or more units) which would have been completed unconditionally for cash consideration at the valuation date at the time of the disposal assuming:-

- (a) the price at which a property will sell or be let in the open market as between a willing purchaser and willing seller or willing lessor or willing lessees (as the case may be) acting at arm's length;
- (b) that prior to the date of valuation (which is to be carried out in accordance with the RICS Valuation Standards) there has been a reasonable period of not less than 6 (six) months for the marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) where each party has acted knowledgeably prudently and without compulsion

and excluding Non-Open Market Value

"Partial Unit Contribution"

means a financial contribution towards Affordable Housing in the LPA's administrative area payable where a Viability Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing units or cannot deliver a complete number of Additional Affordable Housing units pursuant to Formula 1b and Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 1b and Formula 2)

"Public Subsidy"

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

"Review Date"

means any and all of the Revised Substantial Implementation Date and the Late Stage Review Date

"Revised Substantial Implementation Date"

means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date

| | | |
|---|------------------|--|
| "RICS Standards" | Valuation | means the Royal Institution of Chartered Surveyors Valuation Standards (January 2022) or any successor documents that may be subsequently published |
| "Substantial Implementation Stop Date" | Long | means the date 24 (twenty four) months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission |
| "Target Return" | | means the developer profit on Application Stage GDV of 16.8% (sixteen point eight per cent) being 17.5% (seventeen point five per cent) on Open Market Housing Units, and 15 % (fifteen per cent) on Workspace and 6 % (six per cent) on Affordable Housing Units to be assessed on the relevant Review Date |
| "Viability Reviews" | | means any and all of the Early Stage Review and the Late Stage Review |
| "Viability Submissions" | Review | means any and all of the Early Stage Review Submission and the Late Stage Review Submission |

2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

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

3. EARLY STAGE REVIEW

- 3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:-
- 3.1.1 not undertake any further works which would constitute Substantial Implementation until the Early Stage Review has been undertaken and agreed between the Developer and the

LPA or determined by the Expert in accordance with the relevant provisions of this Schedule and Clause 10 but where in the case of any conflict, this Schedule shall prevail;

- 3.1.2 notify the LPA in writing of the Revised Substantial Implementation Date and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date; and
- 3.1.3 submit the Early Stage Review Submission to the LPA prior to but not more than 40 (forty) Working Days before the Revised Substantial Implementation Date.

4. LATE STAGE REVIEW

- 4.1 The Developer shall notify the LPA in writing within 5 (five) Working Days of the occurrence of the Late Stage Review Date.
- 4.2 Not more than 75% (seventy five per cent) of the Open Market Housing Units shall be Occupied unless and until the Late Stage Review has been undertaken and agreed between the Developer and the LPA or determined by the Expert in accordance with the relevant provisions of this Schedule and Clause 10 but where in the case of any conflict, this Schedule shall prevail.
- 4.3 The Developer shall submit the Late Stage Review Submission to the LPA within 20 (twenty) Working Days of the Late Stage Review Date.

5. VIABILITY REVIEWS

- 5.1 The Developer shall give the LPA not less than 10 (ten) Working Days' advance written notice of the date on which any Viability Review Submission is intended to be submitted and no Viability Review Submission shall be submitted until 10 (ten) Working Days following the giving of such advance written notice.
- 5.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Developer:-
 - 5.2.1 its reasonable and properly incurred internal costs (including officer time); and
 - 5.2.2 its reasonable and properly incurred external surveying and legal costsincurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Developer will pay such costs within 20 (twenty) Working Days of receipt of a written request for payment.
- 5.3 Upon receipt of a Viability Review Submission:-
 - 5.3.1 in the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the LPA (as applicable) has all the information it reasonably requires;
 - 5.3.2 the LPA shall confirm in writing to the Developer when it has received a valid and complete Viability Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 5.3 **PROVIDED THAT** seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for not completing any other process required by this paragraph if it can be completed without the information requested;
 - 5.3.3 for a period not exceeding 30 (thirty) Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer

and the LPA, both acting reasonably and in good faith, may review and seek to reach an agreed position on the matters set out in the Viability Review Submission and, where agreed between them, this may result in revisions to the Viability Review Submission;

- 5.3.4 Within 40 (forty) Working Days of the Validation Date, the LPA shall confirm in writing that:-
- (a) it rejects (with reasons) the conclusions of the Viability Review Submission ("**Non-Acceptance Notice**"); or
 - (b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Housing; or
 - (c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 7 below.
- 5.4 In the event that pursuant to paragraph 5.3 above, the Developer and the LPA have not agreed the Viability Review Submission either of them shall be entitled to refer the matter to the Expert for determination and each shall use its reasonable endeavours to do so within 20 (twenty) Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".
- 5.5 Unless otherwise agreed between the LPA and the Developer or required by the Expert, each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Expert in respect of the Viability Review Submission.
- 5.6 In addition to the matters specified in paragraph 5.5 above, in making his determination the Expert shall have regard to:-
- 5.6.1 all relevant material submitted to him by the LPA and the Developer;
 - 5.6.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;
 - 5.6.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.
- 5.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Expert, the Expert shall be appointed on the basis that, if he determines that there is surplus profit to apply towards the provision of Additional Affordable Housing, his decision shall include an Additional Affordable Housing Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 7 below.
6. **DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING AND PAYMENT OF LATE STAGE REVIEW CONTRIBUTION**
- 6.1 Where it is agreed or determined pursuant to a Viability Review that Additional Affordable Housing is required to be provided, the Developer shall prior to Occupation of more than 75% (seventy five per cent) of the Open Market Housing Units (or such later date as may be agreed with the LPA in relation to a Late Stage Review):-
- 6.1.1 make any amendments to the Development required to accommodate such Additional Affordable Housing and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;
 - 6.1.2 provide such Additional Affordable Housing in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Expert and make it available for Occupation; and

- 6.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Expert.
- 6.2 The Developer shall not Occupy more than 90% (ninety per cent) of the Open Market Housing Units (or such later date as may be agreed with the LPA pursuant to paragraph 6.1 above) unless and until:-
- 6.2.1 the requirements of paragraph 6.1 above have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and
- 6.2.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been fully paid to the LPA in cleared funds.
- 6.3 Where it is agreed or determined pursuant to the Late Stage Viability Review that a Late Stage Review Contribution is required:
- 6.3.1 the Developer shall pay the Late Stage Review Contribution to the LPA within 10 (ten) Working Days of such agreement or determination; and
- 6.3.2 the Developer shall not Occupy more than 75% (seventy five per cent) of the Open Market Housing Units until the Late Stage Review Contribution has been paid in full to the LPA.

7. MEMORANDUM

- 7.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Expert determining an Additional Affordable Housing Scheme), the Developer and the LPA shall record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).
- 7.2 The LPA and the Developer agree that upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:-
- "The Parties have agreed the details of the Additional Affordable Housing Scheme by way of a signed Memorandum between the LPA and the Developer dated 20".*
- 7.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Housing Units being provided:-
- 7.3.1 the number of Additional Affordable Housing Units shall be included within the definition of Affordable Housing Units;
- 7.3.2 the number of Private Residential Units shall be reduced by the corresponding number of Additional Affordable Housing Units; and
- 7.3.3 the obligations in Schedule 1 shall apply to the Additional Affordable Housing to be provided within the Development and shall be construed such that any reference to "**Affordable Housing Units**" shall include the corresponding number of "Additional Affordable Housing" units to be provided within the Development.

8. MONITORING

- 8.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed the LPA shall report to the GLA through the London Development Database (or its successor database) the number and tenure of the Baseline Affordable Housing Units by units and Habitable Room.
- 8.2 The Parties acknowledge and agree that as soon as reasonably practicable after each of:

- 8.2.1 the approval or determination of an Additional Affordable Housing Scheme pursuant to paragraph 5 or, if an Additional Affordable Housing Scheme is not required by the LPA, the conclusion of the assessment under paragraph 5; and
 - 8.2.2 it being agreed or determined pursuant paragraph 6.3 that a Late Stage Review Contribution is required,
- 8.3 the LPA shall report to the GLA through the London Development Database the following information (to the extent applicable):
- 8.3.1 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - 8.3.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;
 - 8.3.3 the amount of any Partial Unit Contribution payable towards offsite Affordable Housing; and
 - 8.3.4 the amount of any Late Stage Review Contribution.

SCHEDULE 3 - SUSTAINABLE TRANSPORT

1. DEFINITIONS

1.1 In this Schedule 3 the following words and expressions shall have the following meanings:

"Blue Badge" means parking provision for any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 (as amended) or any superseding legislation

"Car Club" means:

- (a) the existing Zipcar car club in operation at Sunrise Close and Westfield shopping centre; or
- (b) the existing Transporter car club in operation on Millais Road; or
- (c) the existing Enterprise car club in operation at Glasshouse Gardens.

which in either case residents of the Development may join and which will make cars available for hire to members in accordance with the provisions of this Schedule 3

"Commercial Unit" means a commercial unit (Use Class E) forming part of the Development

"Construction Transport Management Group" means the existing group established under the legacy communities scheme to discuss coordination of operational construction management and logistics interfaces between contractors and development zones and including any successor group established in the event that the group existing on the date of this Agreement ceases to meet or is dissolved

"Highway Agreement" means an agreement under section 278 and/or section 35 of the Highways Act 1980

"Highway Works" means (unless otherwise agreed with the LPA and the Highway Authority) works comprising:

- (a) formation of an all-modes crossover access of Leyton Road; and
- (b) Following construction, the existing site access on Liberty Road to be closed off

"Parking Restriction Contribution" means £2,000 (two thousand pounds) (Indexed) to be paid to the Council towards administration of its records of parking permit restrictions

"Starter Pack" means a code or voucher to the value of £50 for use by residents of the Development towards Car Club hire costs

2. CAR CLUB

2.1 The Developer will use Reasonable Endeavours to agree terms with the operator of the Car Club providing for the additional costs of residents of the Development joining the Car Club to be funded by the Developer for a period of two years commencing on the date of first Occupation.

2.2 Subject to agreement with the Car Club operator, the Developer will provide the first household to Occupy each Residential Unit with a Starter Pack upon completion of their registration as member of the Car Club PROVIDED THAT this obligation shall not apply in respect of any Residential Unit where the occupier of that Residential Unit holds a Blue Badge.

2.3 In the event that the use of Reasonable Endeavours to enter into a contract with a Car Club operator in accordance with paragraph 2.1 does not result in completion of a contract with a Car Club operator as at the Occupation of 50% of the Residential Units, the Developer shall submit a detailed written statement to the LPA for approval explaining why a contract with the Car Club operator has not been entered into (the "**Car Club Statement**") and the obligation in paragraph 2.1 shall fall away upon the LPA's approval of the Car Club Statement.

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

3.1 No Residential Unit shall be Occupied unless the tenancy or transfer of that Residential Unit contains a covenant by the tenant or transferee (as relevant) that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways in the vicinity of the Development at any time during the lifetime of the Development unless otherwise agreed with the LPA (such approval to be given if the reason for seeking a permit is in connection with a Commercial Unit) unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to a section 21 of the Chronically Sick and Disabled Persons' Act 1970 and evidence of the same has been provided to the LPA.

3.2 Prior to the First Occupation to:

3.2.1 notify the Council writing of the restriction on parking permits for the Development contained in this paragraph 3; and

3.2.2 pay the Parking Restriction Contribution to the LPA.

4. **CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

4.1 Prior to Commencement of the Development the Developer covenants that it shall become a member at its own cost of the Construction Transport Management Group.

4.2 The Developer covenants that it shall remain a member of the Construction Transport Management Group until Completion of the Development.

5. **HIGHWAY AGREEMENT**

5.1 Not to commence the Highway Works until the Developer has agreed the specification of the Highway Works with the Highway Authority in writing.

5.2 Prior to the First Occupation, the Developer shall enter into a Highway Agreement for the Highway Works agreed in accordance with paragraph 5.1 above.

5.3 No part of the Development shall be First Occupied until the Highway Works have been delivered unless a later date for the completion of the Highway Works is agreed in the Highway Agreement and has been agreed with the LPA in writing.

SCHEDULE 4 - LOCAL EMPLOYMENT AND TRAINING

1. DEFINITIONS

1.1 In this Schedule 4 the following words and expressions shall have the following meanings:

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|--|--|
| "Growth Boroughs" | means a resident of one of the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest |
| "Local Labour and Business Schemes" | means established careers development programmes run or supported by the LPA, Growth Boroughs or partner organisations including but not limited to Our Newham Work |
| "London Living Wage" | means the minimum amount (currently £13.15 (thirteen pounds and five pence)) of pay per hour that all workers in London should receive, as published from time to time by the Living Wage Foundation |
| "Our Newham Work" | means Newham Council's partnership one-stop shop for jobs and enterprise, bringing together Newham Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers, which includes job search support for local residents (employed and unemployed), access to training provision for jobseekers and business support services, as well as supporting local firms' recruitment needs and whose address is Boardman House, 64 Broadway, Stratford, E15 1NT (or any other body or programme that takes on these functions or such other entity as Newham Council may nominate to perform the same obligations) |

2. LOCAL EMPLOYMENT AND LOCAL BUSINESS

2.1 The Developer shall use Reasonable Endeavours to procure that its contractors (in respect of construction vacancies and jobs arising from the construction of the Development) use Reasonable Endeavours to ensure that:

- 2.1.1 at least 30% (thirty per cent) of the workforce are from a black, Asian or minority ethnic background;
- 2.1.2 at least 10% (ten per cent) of the construction workforce are to be women;
- 2.1.3 at least 5% (five per cent) of the construction workforce are to be disabled;
- 2.1.4 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
- 2.1.5 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 2.1.6 the recruitment of persons living in the Growth Boroughs accounts for 25% (twenty five per cent) of the construction jobs arising from the Development;
- 2.1.7 the recruitment of persons living in the Growth Boroughs accounts for a minimum of 25% (twenty-five per cent) of the end-use jobs in the Development;
- 2.1.8 the London Living Wage is paid for all construction jobs at the Development;

- 2.1.9 the London Living Wage is promoted for all end-use jobs at the Development;
- 2.1.10 procure tenants of the Commercial Units to pay staff not less than the London Living Wage; and
- 2.1.11 work-based learning opportunities are provided at the Development, including:
 - (a) not less than 5% (five per cent) of all construction jobs at the Development shall be apprenticeships which shall be prioritised for persons living in the Growth Boroughs); and
 - (b) not less than 5% (five per cent) of all end-use jobs at the Development shall be apprenticeships (50% (fifty per cent) of which shall be persons living in the Growth Boroughs),

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

3. **MONITORING AND REVIEW**

- 3.1 The Developer will submit monitoring and review reports in respect of the Development to the LPA every 12 months until completion of the Development, the first such report to be submitted to the LPA no later than 6 months following Commencement of the Development, and each report shall set out the progress made by the Developer to achieve the agreed targets in paragraph 1.1 including (to the extent the Developer is not prevented from doing so by any rule of law whether domestic or international and to the extent the Developer is provided with such data (having used Reasonable Endeavours to obtain such data from any relevant third parties)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status.
- 3.2 The LPA agrees and acknowledges that in respect of paragraph 3.1 separate monitoring and review reports may be submitted for different elements of the Development.

SCHEDULE 5 - PUBLIC REALM

1. DEFINITIONS

1.1 In this Schedule 5 the following words and expressions shall have the following meanings:

- "Chamfer"** means the chamfer shown edged and shaded blue on Plan 2
- "Common Areas"** means:
- (a) all areas within the Development which are used in common by Occupiers and users of such Buildings;
 - (b) all areas of Public Realm;
 - (c) all other shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the Highway Authority pursuant to its powers under the 1980 Act
- "Estate Management Strategy"** means an estate management strategy for the Development or part of the Development which shall contain as a minimum:-
- (a) details of the management and maintenance (including repair, renewal, cleaning and keeping tidy, waste collection and recycling) of the Common Areas, Public Realm;
 - (b) details of the Play Space to be provided within the Development, including how it shall be made accessible to the public and that the Play Space shall be gated and shall be inaccessible during hours of darkness until Phase 2 is Occupied; and
 - (c) details of the amendments to the Block C chamfer and delivery timescales for these works linked to the delivery of the Phase 2 public realm, namely the filling out of the chamfer if it is deemed no longer necessary, within 12 months of Occupation of the final Residential Unit.
- "Permitted Closures"** means temporary closure of any part of the Public Realm in the following circumstances:
- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
 - (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area and/or component(s) of the Public Realm in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area;

- (c) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding);
- (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law; and
- (e) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained;

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

"Phase 2"

means the land shown hatched on Plan 2

"Play Space"

means the minimum of 350sqm of play space to be provided within the Development being:

- (a) informal play in natural setting;
- (b) designated play for ages 0-11; and
- (c) designated hang-out areas for older children.

"Public Realm"

means the provision of public realm including the provision of Play Space and public access through the Development which shall be freely accessible to the general public subject to Permitted Closures in accordance with the approved Estate Management Strategy

"Public Realm Plan"

means a plan for the provision of the Public Realm within the Development which shall contain details as to the delivery and layout of the Public Realm including any temporary Public Realm and shall be set out within the area shaded green on Plan 2

"SUDS Infrastructure"

means any sustainable urban drainage system comprised within the Development

2. ESTATE MANAGEMENT STRATEGY

- 2.1 Prior to Occupation of the Development the Developer shall submit and obtain the LPA's Approval of the Estate Management Strategy.
- 2.2 The Development shall be carried out and Occupied and maintained in accordance with the relevant approved Estate Management Strategy.

3. PROVISION OF PUBLIC REALM

- 3.1 The Developer shall deliver the Public Realm in accordance with the Public Realm Plan and thereafter ensure that the Public Realm is retained in accordance with it.

3.2 No Building shall be Occupied until the Public Realm associated with that Building has been delivered in accordance with the Public Realm Plan.

4. **PUBLIC REALM ACCESS**

4.1 Following Completion of the Public Realm (or each relevant part), the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Public Realm (save in respect of areas occupied by planting and soft landscaping) at all times free of charge **SUBJECT TO:**

4.1.1 Permitted Closures;

4.1.2 any lawful requirements of the police or any other competent authority; and

4.1.3 public rights being in common with the Developer and the Developer's tenants and occupiers of any part of the Development.

4.2 The closures permitted by paragraph 4.1 are subject to the following conditions:

4.2.1 save in an emergency, where there is a Permitted Closure, the Developer will ensure that there is adequate personnel and/or signage in place at the entrance of the area of Public Realm which is temporarily closed advising the public that there is no access in accordance with details that have been previously approved by the LPA **PROVIDED THAT:**

(a) the Developer shall submit to the LPA for approval the details required pursuant to this paragraph 4.2.1 not less than 10 Working Days before the date of the intended Permitted Closure;

(b) the personnel and/or signage required pursuant to paragraph 4.2.1 shall be provided in accordance with the details approved by the LPA and at the Developer's cost; and

(c) the Developer shall minimise the duration of any Permitted Closure.

SCHEDULE 6 - TRAVEL PLAN

1. DEFINITIONS

1.1 In this Schedule 6 the following words and expressions shall have the following meanings:

| | |
|---|--|
| "Modal Split Targets" | means the modal split targets identified in the approved Travel Plan |
| "Monitoring Period" | means 6 (six) months after First Occupation of the Development until the date falling 5 (five) years after First Occupation of the final Building to be Completed |
| "Sustainable Transport Measures" | means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure, in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010 |
| "Travel Plan" | means the travel plan to be submitted to the LPA for approval pursuant to paragraph 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 visitors to, and employees of, the Development |
| "Travel Plan Monitoring Fee" | means the sum of £10,000 (Indexed) to be paid to the LPA towards 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; and |

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

"Travel Plan Review Period" means the following reviews for the duration of the Monitoring Period:

- (a) initially the period of 6 (six) months commencing on First Occupation of the first Residential Unit to be Occupied; and
- (b) thereafter the period of 12 (twelve) months commencing on expiry of the period referred to in (a) and each subsequent 12 (twelve) month period

2. TRAVEL PLAN

2.1 Prior to First Occupation of the Development the Developer shall:-

- 2.1.1 submit the Travel Plan to the LPA for approval; and
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer, and

the Development shall not be Occupied unless and until the Travel Plan has been approved by the LPA pursuant to paragraph 2.1.1 above and the provisions of paragraph 2.1.2 have been complied with.

2.2 The Travel Plan to be submitted pursuant to paragraph 2.1 shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

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

- 2.3.1 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;
- 2.3.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 2.3.4 be compliant with TRICS and iTRACE (or such method(s) approved by TfL as is in existence at the time the Travel Plan is submitted); and
- 2.3.5 contain measures aimed at:-
 - (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car

including initiatives to reduce reliance on the car and over time reduce car parking On Site;

- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

2.3.6 set out a strategy for periodic review of the parking spaces within the Site; and

2.3.7 include a plan for monitoring use of the electric vehicle charging points within the Site.

2.4 The Developer shall implement the approved Travel Plan from First Occupation of any part 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.

2.5 Thereafter the Developer shall ensure that the Development is Occupied in accordance with the approved Travel Plan (as amended from time to time) for the lifetime of the Development.

3. TRAVEL PLAN MONITORING

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

3.2 During the Monitoring Period the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by not later than 42 (forty-two) days after the end of each Travel Plan Review Period.

3.3 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.

3.4 The Developer shall pay to the LPA the Travel Plan Monitoring Fee prior to Occupation of the Development.

3.5 The Development shall not be Occupied until the Travel Plan Monitoring Fee has been paid to the LPA.

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 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 Travel Plan 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.

**SCHEDULE 7
DESIGN**

1. DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architects to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
- "Architects"** means Alford Hall Monaghan Morris (AHMM) (Development architect) and Exterior Architecture (landscape architect) and **"Architect"** shall be construed accordingly
- "Design Monitoring Costs"** means the monies paid in accordance with paragraph 3.2.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Detailed 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

2. DESIGN TEAM STATEMENT

- 2.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- 2.2 Without prejudice to paragraph 2.1 of this Schedule 7 the Developer shall also submit a Design Team Statement to the LLDC prior to Commencement of the Development and thereafter every 6 (six) months during the Construction Period until the date of Completion of the Development.

3. DESIGN MONITORING COSTS

- 3.1 In the event that any Architect ceases to be retained to oversee the delivery of the design quality of the Development (including but not limited to making or overseeing the making of Design Applications and overseeing the construction of the Development) then paragraph 3.2 shall apply.
- 3.2 If this paragraph 3.2 applies, the Developer shall:
- 3.2.1 as soon as reasonably practicable following such cessation of retention of the relevant Architect inform the LLDC of the same; and
- 3.2.2 within 20 Working Days of a demand from the LLDC (which demand the LLDC shall make as soon as reasonably practicable if this paragraph 3.2 applies) pay to the LLDC the relevant Design Monitoring Costs so demanded (to which paragraph 3.3 shall apply).
- 3.3 It is hereby acknowledged and agreed that:
- 3.3.1 any such Design Monitoring Costs payable pursuant to paragraph 3.2.2 may relate to staff employed directly by the LLDC or to third party consultants appointed by it;
- 3.3.2 the LLDC may make more than one demand for Design Monitoring Costs pursuant to paragraph 3.2.2; and
- 3.3.3 when the LLDC notifies the Developer of the amount of the Design Monitoring Costs to be paid pursuant to a demand made under paragraph 3.2.2 it shall also provide a detailed

breakdown setting out how the amount requested has been calculated and how it is to be spent,

3.4 PROVIDED THAT the total amount payable (in aggregate) to the LLDC in Design Monitoring Costs pursuant to this paragraph 3 shall not exceed £50,000 (Indexed).

4. **RESTRICTION ON DEVELOPMENT**

4.1 No Development shall be Commenced until the Developer has either:-

4.1.1 provided evidence to the LLDC's reasonable satisfaction that the Architects are retained to oversee the delivery of 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 Design Monitoring Costs to the LLDC in accordance with paragraph 3.2.2 of this Schedule 7 above PROVIDED THAT a demand for that sum has been made by the LLDC in accordance with paragraph 3.2 prior to Commencement.

4.2 No Development shall be carried out except in accordance with the Approved Drawings unless otherwise agreed in writing by the LLDC (and the LLDC may require the relevant Architect to approve any subsequent changes in writing before it gives its written approval under this paragraph 4.2).

SCHEDULE 8 - ENERGY AND SUSTAINABILITY

1. DEFINITIONS

1.1 In this Schedule 8 the following words and expressions shall have the following meanings:

- "Carbon Offset Contribution"** means the sum of £97,178 to be applied by the LPA in accordance with the Getting to Net Zero SPD (October 2022) and calculated in accordance with such SPD as follows:
- (Carbon gap (tonnes of Co2) x price of carbon (£95 Indexed) x 30 years) – Carbon Offset Contribution
- "Connection Contract"** means a legally binding contract between the Developer and the operator of the District Energy Network to connect the Development to the District Energy Network on a specified Connection Date on terms acceptable to the Developer at its absolute discretion
- "Connection Date"** means a fixed date by which the Development shall be connected to the District Energy Network
- "Defects Liability Period"** means such period of time following Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building
- "District Energy Network"** means the Olympic Park district energy network
- "Extension"** means the District Energy Network will be extended across the river including any necessary funding and consents having been secured and "Extend" shall be construed accordingly
- "Local Solution"** means a local heat network operating as part of a decentralised energy system supplying market competitive low to zero carbon energy located within the Development or adjacent nearby developments

2. DISTRICT ENERGY NETWORK

2.1 The Developer shall:

- 2.1.1 use Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site (including the requirement to secure all Requisite Consents and to design in passive provision for future connection prior to above ground works; and
- 2.1.2 not permit above ground works until a written report has been provided to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above and the progress made towards securing the Extension.

2.2 If the report submitted pursuant to paragraph 2.1.2 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site the Developer must use Reasonable Endeavours to connect the Development to the District Energy Network prior to First Occupation.

2.3 If the report submitted pursuant to paragraph 2.1.2 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site but that this will not be possible using Reasonable Endeavours (including but not limited to technical and/or financial factors) until after First Occupation the Developer must use Reasonable

Endeavours to enter into a Connection Contract prior to First Occupation and where such a contract is entered into, shall:

- 2.3.1 agree details of temporary energy provision with the LPA; and
 - 2.3.2 thereafter provide the agreed temporary energy provision prior to First Occupation until the Connection Date.
- 2.4 If either the report submitted pursuant to paragraph 2.1.2 concludes that it will not be possible using Reasonable Endeavours (including but not limited to technical and/or financial factors) to connect the Development to the District Energy Network or the Developer is unable using Reasonable Endeavours to enter into a Connection Contract in respect of the Development prior to First Occupation of the Development, then the Developer shall:
- 2.4.1 use Reasonable Endeavours to connect the Development to an existing or additional Local Solution; and
 - 2.4.2 submit a further written report to the LPA prior to First Occupation outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.4.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.
- 2.5 In the event that a Building is not connected to the District Energy Network at the date of its Occupation the Developer shall:
- 2.5.1 ensure such Building is designed so as to allow a connection to the District Energy Network in the future;
 - 2.5.2 use Reasonable Endeavours to connect the Building to the District Energy Network if it becomes feasible to do so (taking into account but not limited to technical and/or financial factors); and
 - 2.5.3 submit a written report to the LPA prior to First Occupation outlining the steps the Developer has taken to satisfy the obligation in 2.5.1 above.
 - 2.5.4 No Building shall be Occupied until it is connected to the District Energy Network or the LPA has approved details of its energy provision pursuant to paragraph 2.3 or paragraph 2.4 and paragraph 2.5 above.

3. **CARBON OFFSET PAYMENT**

- 3.1 The Developer covenants to pay the Carbon Offset Contribution to the LPA prior to first Occupation of the Development and shall not Occupy or permit first Occupation of the Development until the Carbon Offset Contribution has been paid.

4. **BE SEEN ENERGY MONITORING**

- 4.1 The Owner covenants with the Council as follows:
 - 4.1.1 within 8 weeks of the grant of planning permission, the Owner shall submit to the GLA accurate and verified estimates of the 'Be Seen' energy performance indicators, as outlined in the 'Planning stage' section / chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it), for the consented development. This should be submitted to the GLA in accordance with the 'Be Seen' energy monitoring guidance using the 'Be Seen' planning stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-londonplan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>);
 - 4.1.2 prior to each Building being occupied, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each

Reportable Unit of the development, as per the methodology outlined in the 'Asbuilt stage' chapter / section of the GLA 'BeSeen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/programmes-strategies/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it);

- 4.1.3 upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/whatwe-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seenenergy-monitoring-guidance>). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years. Timings may need to be adjusted to account for the large phased developments, particularly for energy centre reporting, as per the relevant section of the 'Be Seen' energy monitoring guidance document;
- 4.1.4 in the event that the 'In-use stage' evidence submitted under Clause 4.1.3 shows that the 'As-built stage' performance estimates derived from Clause 4.1.2 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan 77 comprising measures identified in Clause 4.1.3 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

EXECUTED as a Deed (but not)
delivered until dated))
by affixing)



the Common Seal of
**LONDON LEGACY DEVELOPMENT
CORPORATION**

in the presence of:

Authorisate
.....

Authorised Signatory

EXECUTED as a DEED by FAIRVIEW LAND)
LIMITED)
acting by a Director in the presence of:)

[Handwritten Signature]
M CALLADINE

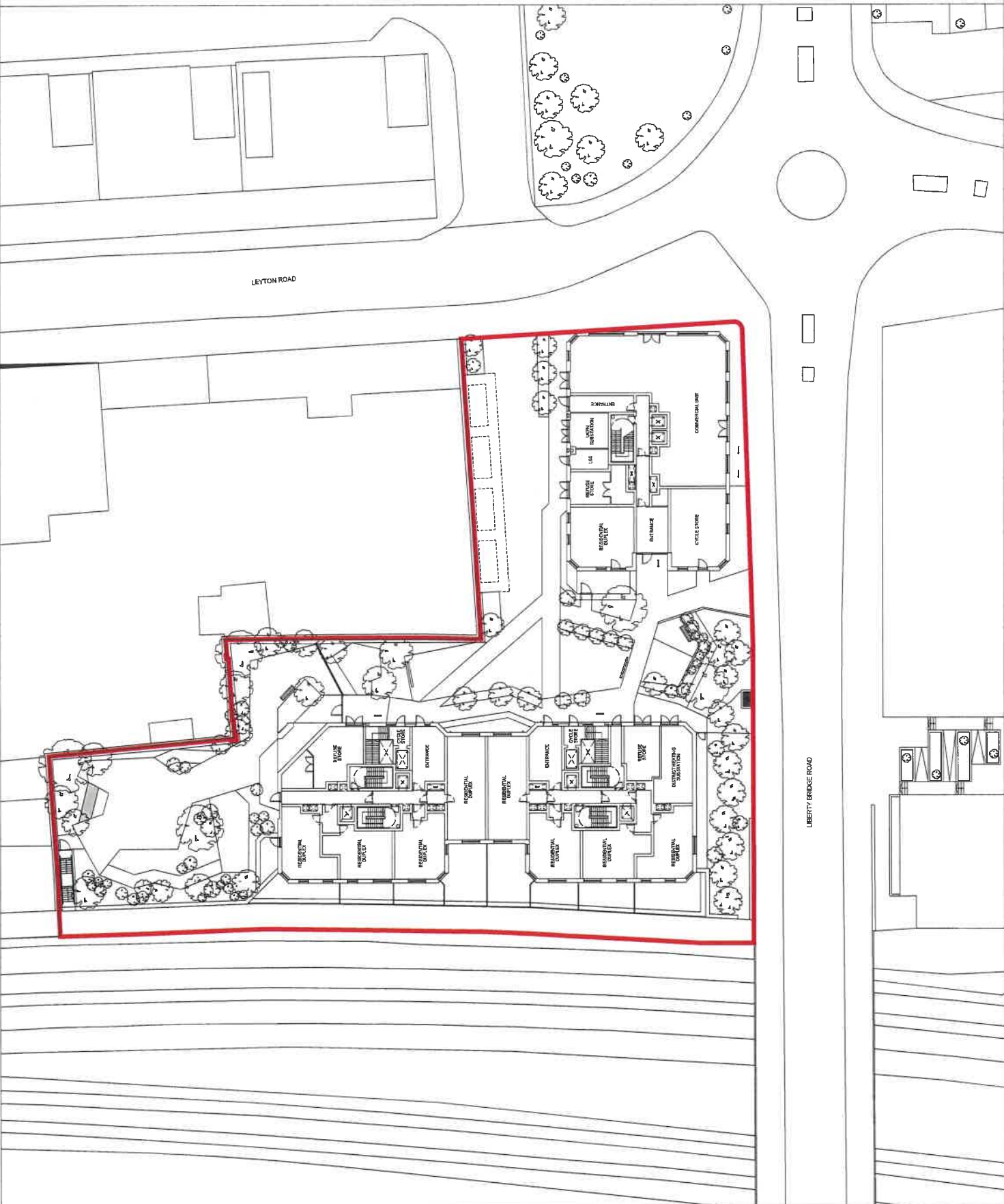
Director

Signature of Witness.....*[Handwritten Signature]*
Name of Witness.....*MARK JACKSON*
Address of Witness.....*% 50 LANCASTER ROAD*
ENFIELD EN2 0BY

APPENDIX 1 – PLAN 1

Att
AM
C. Jackson

Site Boundary



Plan 1

APPENDIX 2 - PLAN 2

AAH
[Handwritten Signature]

Site Boundary

Public Realm

Area of Chamfer

Phase Two

Plan 2

LEYTON ROAD

LIBERTY BRIDGE ROAD



APPENDIX 3 – DRAFT PLANNING PERMISSION



FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

| | |
|--|-------|
| Applicant | Agent |
| Fairview New Homes Ltd 50 Lancaster Road Enfield Middlesex EN2 0BY | N/A |

Part I - Particulars of Application

Date of Application: 04-Mar-2024 Application No: 24/00063/FUL

Proposal: Redevelopment of the site to provide 106 residential units and 196 sqm commercial space (Use Class E) in buildings ranging from 6 to 11 storeys in height, with associated parking, communal landscaped amenity areas, secure cycle parking and other associated development.

Location: Land at junction of Leyton Road, and Liberty Bridge Road, (also known as Chobham Farm North), Stratford, London, E15 1DT

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 **FULL PLANNING PERMISSION HAS BEEN GRANTED** 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 Period

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

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

2) Approved Plans

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

| Drawing Title | Drawing Reference | Revision |
|---|--------------------------|-----------------|
| Site Location Plan | PL001 | B |
| Site Location Plan | PL004 | A |
| Proposed Site Plan Ground Floor | PL002 | B |
| Proposed Site Plan Roof Plan | PL003 | B |
| Proposed Lower Ground Floor Plan | PL099 | A |
| Proposed Ground Floor Plan | PL100 | B |
| Proposed First Floor Plan | PL101 | B |
| Proposed Second Floor Plan | PL102 | B |
| Proposed Third Floor Plan | PL103 | B |
| Proposed Fourth Floor Plan | PL104 | B |
| Proposed Fifth Floor Plan | PL105 | B |
| Proposed Sixth Floor Plan | PL106 | B |
| Proposed Seventh Floor Plan | PL107 | B |
| Proposed Eighth Floor Plan | PL108 | A |
| Proposed Ninth Floor Plan | PL109 | B |
| Proposed Roof Plan | PL110 | B |
| Proposed Site Elevations | PL200 | B |
| Proposed Block A Elevations | PL210 | A |
| Proposed Block B & C Elevations | PL211 | A |
| Proposed Block B & C North & South Elevations | PL212 | A |
| Proposed Block B & C East Elevation | PL213 | B |
| Proposed East/West Site Section | PL300 | A |
| Proposed Block A Sections | PL310 | B |
| Proposed Block B & C Section | PL311 | A |
| Proposed Block B & C Sections | PL312 | A |
| Block A Proposed Elevation Typical Bay 1 | PL400 | B |
| Block B Proposed Elevation Typical Bay 2 | PL401 | A |
| Block C Proposed Elevation Typical Bay 3 | PL402 | A |
| Block A - Unit Layout 1 | PL410 | A |
| Block A – Unit Layout 2 | PL411 | A |
| Block A – Unit Layout 3 | PL412 | A |
| Block A – Unit Layout 4 | PL413 | A |
| Block A – Unit Layout 5 | PL414 | A |
| Block A – Unit Layout 6 | PL415 | A |
| Block A – Unit Layout 7 | PL416 | B |

| | | |
|---|---------------------------|-----|
| Block A – Unit Layout 8 | PL417 | A |
| Block B – Unit Layout 1 | PL418 | A |
| Block B – Unit Layout 2 | PL419 | A |
| Block B – Unit Layout 3 | PL420 | A |
| Block B – Unit Layout 4 | PL421 | A |
| Block B – Unit Layout 5 | PL422 | A |
| Block B – Unit Layout 6 | PL423 | A |
| Block B – Unit Layout 7 | PL424 | A |
| Block B – Unit Layout 8 | PL425 | A |
| Block B -Unit Layout 9 | PL426 | A |
| Landscape Masterplan Ground Floor Level | 2351-EXA-00-GF-DR-L-00101 | P01 |
| Landscape Masterplan Roof Level | 2351-EXA-00-RF-DR-L-102 | P01 |
| Landscape Sections | 2351-EXA-00-GF-DR-L-00501 | P02 |

Reason: To ensure that the development is undertaken in accordance and retained with the approved drawings.

3) Notice of Commencement

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

Reason: To ensure satisfactory compliance with this planning permission.

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

4) Public Realm Delivery

No building constructed as part of the development shall be occupied until the public realm and vehicular, pedestrian and emergency vehicle route(s) needed to access that building have been completed and are open to the public. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the appropriate public realm and highway infrastructure is provided in a timely manner prior to the first occupation of the relevant part of the development in accordance with Policies T.4 and T.6 of the Local Plan (2020).

5) 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).

6) Construction Hours

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

Reason: To protect the amenities and environment of residents and other sensitive receptors, in accordance with Policy BN.12 of the Local Plan (2020).

7) Construction and Environmental Management Plan (CEMP)

No development hereby permitted shall commence until full details of the proposed construction methodology, in the form of a CEMP, have been submitted to and approved in writing by the Local Planning Authority. The CEMP for 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 CEMP shall include details regarding:

- a) Noise and vibration mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) Deliveries within site, to ensure vehicles do not stop on the highway;
- d) Community liaison plan and the notification of neighbours with regard to specific works;
- e) Advance notification of road closures;
- f) Details of any required footpath closures and associated pedestrian management plan;
- g) Details of parking bay suspensions and temporary access;
- h) Details regarding construction parking, deliveries (including booking systems and measures to consolidate loads to reduce trips), and storage (including hours of deliveries);
- i) Details of measures to prevent the deposit of mud and debris on the public highway;
- j) A feasibility survey shall be carried out to consider the potential for moving demolition and construction material from the site by waterborne freight;
- k) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- l) Details of collaboration with adjoining development sites to mitigate against detrimental impacts;
- m) Any other measures (including lighting) to mitigate the impact of construction upon the the function and safety of the highway network;
- n) A Construction Logistics Plan (CLP) including measures such as restricting timing of construction vehicle 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) Details to deal with complaints and community liaison
- q) Full details of the proposed surface water drainage arrangements;
- r) Identification of Council's statutory legal duties and Council's expectations regarding building demolition and construction.
- s) A survey of the existing conditions of adjacent public highways and measures taken to protect highway infrastructure;
- t) Details of site compound arrangements;
- u) Details of materials storage;
- v) Details of tower cranes including, construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes during the Development

All construction activities shall be carried out in accordance with the approved details in the CEMP.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity throughout all phases of the development process in accordance with Policies BN.11 and T.4 of the Local Plan (2020).

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

8) Construction Dust Monitoring and Mitigation

No development hereby permitted shall commence until a scheme for dust monitoring, assessment and mitigation for all construction activities has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in July 2014 (or any subsequent revision) and shall include:

- a) The identification of suitable locations within the vicinity of dust sensitive premises for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- b) The frequency and other arrangements for dust monitoring; and
- c) The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

All construction shall thereafter be carried out in accordance with the approved scheme for dust monitoring, assessment and mitigation for all construction activities.

Reason: To ensure that the development constructed in a manner that minimises emissions of pollutants to the air in accordance with Policy BN.11 of the Local Plan (2020).

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

9) Construction Waste Management Plan

No development of a relevant phase of development (or stage in development as may be agreed in writing with the Local Planning Authority) hereby permitted shall commence until a Construction Waste Management Plan has been submitted to and approved in writing by the Local Planning Authority. The objectives of the management plan shall be to ensure all waste arising from demolition and construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The Construction Waste Management Plan for the relevant phase shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of works including site-preparation and remediation. The Construction Waste Management Plan for the relevant phase shall include as a minimum the following information:

- a) Classification of all waste including hazardous waste according to current legislative provisions;
- b) Performance measurement and target setting against estimated waste forecasts;
- c) Reporting of project performance on quantities and options utilised;
- d) Measures to minimise waste generation;
- e) Opportunities for re-use or recycling;
- f) Provision for the segregation of waste streams on the Site that are clearly labelled;
- g) Licensing requirements for disposal sites;
- h) An appropriate audit trail encompassing waste disposal activities and waste consignment notes;
- i) Measures to avoid fly tipping by others on lands being used for construction. Returns policies for unwanted materials;
- j) Measures to provide adequate training and awareness through toolbox talks; and
- k) Returns policies for unwanted materials.

The development shall thereafter be carried out in accordance with the approved Construction Waste Management Plan.

Reason: To ensure that the construction of the Development incorporates adequate waste reduction measures and that on-site waste is appropriately handled and stored in accordance with Policy S.7 of the Local Plan (2020).

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

10) Considerate Constructors Scheme

No development shall commence until such time as the lead contractor, or the site, is signed to the Considerate Constructors Scheme (CCS) and its published Code of Considerate Practice, and the details of (i) the membership, (ii) contact details, (iii) working hours as stipulated under the Control of Pollution Act 1974, and (iv) Certificate of Compliance, are clearly displayed on the site so that they can be easily read by passing members of the public, and shall thereafter be maintained on display throughout the duration of the construction works.

Reason: To mitigate the impact of construction work upon the levels of amenity that neighbouring occupiers should reasonably expect to enjoy in accordance with Policy BN.12 of the Local Plan (2020).

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

11) Piling Method Statement

No piling in relation to the development hereby approved, including impact piling, deep foundations and other intrusive groundwork, shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for impact on ground water, damage to subsurface water infrastructure, and the programme for the works) for that phase has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water and The Environment Agency. All piling shall be undertaken in accordance with the terms of the approved piling method statement.

Reason: To ensure appropriate piling methodology to protect underground water utility infrastructure and avoid groundwater contamination Policies BN.13 and S.5 of the Local Plan (2020).

12) Contamination & Site Characterisation

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

- a) A scheme of ground investigation, based on the preliminary investigation, describing and justifying the scope of investigations to provide sufficient information for a contamination risk assessment; and
- b) A contamination risk assessment and remediation strategy report based on the findings of the ground investigation.

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

Reason: To ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels water pollution caused by mobilised contaminants in accordance with Policy S.5 of the Local Plan (2020).

13) Remediation Implementation and Verification Method Statement

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

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

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy S.5 of the Local Plan (2020).

14) Unexpected Contamination

If during development unexpected contamination is encountered then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until an addendum to the remediation implementation and verification method statement has been submitted to and approved in writing by the Local Planning Authority in writing detailing how this unsuspected contamination shall be dealt with.

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

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy S.5 of the Local Plan (2020).

15) Verification Report

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

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

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy S.5 of the Local Plan (2020).

16) Surface Water Drainage

Prior to commencement of the development (excluding demolition and enabling works) hereby permitted, details of surface water drainage, based on sustainable drainage principles and an assessment of the hydrological and hydro-geological context of the development, shall be submitted to and approved in writing by the Local Planning Authority. No infiltration of surface water drainage into the ground at/from the development site is permitted other than with the prior written consent of the Local Planning Authority.

The submitted details shall be expected to include:

- a) A completed 'The London Sustainable Drainage Pro-Forma';
 - b) Details of drainage scheme ownership, management and maintenance arrangements;
- and

c) Details of surface runoff, including destination and runoff rates (calculated in accordance with Institute of Hydrology Report 124) for all storm events up to and including the 1 in 100-year flood event with an additional 40% allowance for future climate change.

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

Reason: To ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants in accordance with Policy S.5 of the Local Plan (2020).

17) Surface Water Drainage Verification

Prior to first occupation of the development hereby permitted, a verification report stating what works were undertaken and demonstrating that the

development was completed in accordance with the approved drainage strategy shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels water pollution caused by mobilised contaminants in accordance with Policy S.5 of the Local Plan (2020).

18) Water Supply Infrastructure

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

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with additional demand in accordance with Policy S.5 of the Local Plan (2020).

19) BREEAM New Construction (Interim Rating)

Within six months of above ground works commencing, certificates from the Building Research Establishment shall have been submitted to the Local Planning Authority for its written approval, demonstrating that the commercial units hereby permitted have achieved an interim BREEAM rating of 'Very Good' (shell only) under the BREEAM New Construction 2018 Scheme. The works shall thereafter be carried out in accordance with the approved details.

Reason: To ensure the commercial element of the scheme has an appropriate level of sustainability in accordance with Policy S.4 of the Local Plan (2020).

20) BREEAM New Construction (Final Rating)

Within three months following the first occupation of each of the commercial units hereby permitted, certificates from the Building Research Establishment shall have been submitted to the Local Planning Authority for its written approval, demonstrating that the relevant units have

achieved a final BREEAM rating of 'Very Good' (shell only) under the BREEAM New Construction 2018 Scheme. The approved details shall thereafter be retained onsite.

Reason: To ensure that the development has an acceptable level of sustainability in accordance with Policy S.4 of the Local Plan (2020).

21) Detailed Design

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

- i. Principal features on the facades e.g., typical bay study (1:50/1:25) of:
 - a) Ground floor frontages, to show glazing, brickwork, metalwork, and signage zones. Including:
 - a. All communal and individual residential entrances;
 - b. All retail entrances and frontages where there is an elevational change;
 - c. Service and back of house access;
 - d. Typical window bays to include all types where there is variation between elevations.
 - b) Typical upper-level window bays to include all types where there is variation between elevations.
 - c) All balcony typologies
- ii. Key junctions between materials and details of head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to all terraces, including details of brickwork, metal and any stonework/precast elements, copings, window reveals, glazing system and louvered vent and metal panels, balcony and undercroft soffits and canopies, and including details and texture/finish of all concrete elements and window system.
- iii. To include junction details and dimensions of all materials in a typical bay (1:20)
- iv. Parapets/roof level study, including all terraces, to include rooftop plant screening, lift over runs etc (1:20)
- v. Details of balconies and roof terraces including floor finishes, and balustrade details (1:20)
- vi. Details of soffits and canopies to all entrance areas, inc the undercroft (1:20)
- vii. Details of key architectural metalwork / screens / gates (1:25)
- viii. External signage details including elevations and sections (1:50)
- ix. Elevational location (1:100) of: all joints e.g. structural, movement, panels; openings in envelope e.g. ventilation grilles, bird & bat boxes; all items which are fixed to the façade e.g. intercom systems, lighting, CCTV and alarms including any provision for cable runs.

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

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

22) Material Samples

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

Samples and details of the following shall be provided:

- i. Façade cladding materials including all types of brickwork and mortar pointing (1m x 1m panel), including all different brick patterns and decorative panels, brickwork to undercroft, and metalwork;
- ii. Window / door types (including finishes, glass types and any manifestation)
- iii. Facing metalwork including flat and fluted/ribbed/articulated panels, railings, louvres, balustrades, service doors, screens, gates, etc;
- iv. All items which are fixed / integrated to the façade (e.g., projecting perforated façade screens, louvres and ventilation grilles, rainwater pipes, signage, bird/bat boxes)
- v. Soffit and canopy materials.
- vi. Balcony and terrace floor finishes and balustrades/parapets.
- vii. External wall details (including finishes, any manifestation)
- viii. All visible sealant within external fabric

Samples of the above materials should be provided.

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

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

23) Landscape Design

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

Hard landscape details shall include:

- i. details of any alterations in existing ground levels and excavations within the root protection area of any retained trees on or adjoining the site
- ii. means of enclosure and boundary treatments and any associated access points
- iii. car parking layouts including details of blue badge parking,
- iv. details of other vehicle and pedestrian access and circulation areas,
- v. details of short stay cycle parking to include a minimum provision of six spaces,
- vi. details of inclusive design including, tactile warning or wayfinding paving, mobility features and dropped kerbs
- vii. hard surfacing materials which shall be permeable as appropriate, including dimensions, bonding and pointing
- viii. minor artefacts and structures e.g. street furniture, play equipment, refuse, signage, lighting, planters (fixed and moveable), bollards and hostile vehicle mitigation
- ix. 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
- x. coordination drawing illustrating how the sustainable drainage system works with paving, tree pits, planting design, building and external drainage and local authority drainage
- xi. materials samples

Soft landscape details shall include:

- i. Urban Greening Factor calculation and plan
- ii. planting plans including plant schedules, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate
- iii. written specifications including cultivation and other operations associated with plant and grass establishment
- iv. 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
- v. coordination drawing showing the locations of green roofs/walls and integration with the building design, maintenance access including detail of substrate and species proposals
- vi. 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
- vii. 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.

24) 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.

25) Ecology – Biodiversity Net Gain

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

The BNG Plan shall include:

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

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

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

26) Green Roofs/Green Walls

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

The details shall include:

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

Upon completion, the green roof should be inspected by an independent, suitably qualified and experienced person (e.g. chartered landscape architect or chartered ecologist with experience of green roofs), to confirm that that specifications provided in response to the condition are met. A 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.

27) Sustainable Drainage Systems

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

These shall include:

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

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

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

28) Fire Strategy

Prior to commencement of above ground works, an Updated Fire Strategy should be submitted to the local planning authority for approval. The Updated Fire Strategy should confirm the:

- a) fire strategy approach to the BCW substation and plant in Block B;
- b) location of the designated waiting space for occupants awaiting the evacuation lift;
- c) final design for the final escape routes from Blocks A and C and the firefighting stairs of Blocks B and C;
- d) final design for exits from the basement stairs of Blocks B and C
- e) protection of final escape routes from the stairs to outside.
- f) location and distribution of the associated plant equipment for the smoke ventilation system serving the basement.

Reason: To ensure fire safety for all future users of the development in accordance with Policy D12 of the London Plan (2021)

29) Scheme of Sound Insulation

The Development shall not be occupied until details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses have been submitted to and approved in writing by LLDC. Details should include airborne and impact sound insulation. The Development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved

scheme is to be completed prior to occupation of the Development and thereafter permanently retained.

Reason: To ensure suitable acoustic conditions for occupants of the proposed development in accordance with Policy B12 of the Local Plan (2020).

30) Building Services and plant

The rating level of the proposed plant should not exceed a level over 10dB below the typical background sound level (LA90) during the daytime or night-time at any time (with reference to BS4142: 2014+A1:2019) when measured at the nearest noise sensitive facade.

The noise emitted shall be measured or predicted at 1.0m from the facade of the nearest residential premises or at 1.2m above any adjacent residential garden, terrace, balcony or patio. The plant shall be serviced regularly in accordance with the manufacturer's instructions and as necessary to ensure that the requirements of the condition are maintained. If at any time the plant is determined by the local planning authority to be failing to comply with this condition, it shall be switched off upon written instruction from the local planning authority and not used again until it is able to comply.

Reason: In order to safeguard the amenities of adjoining residential occupiers in accordance with Policy B12 of the Local Plan (2020).

31) Internal Noise Levels

Under whole dwelling ventilation conditions, external noise shall be controlled to be 35 dB LAeq,16hour or lower during the day in living rooms and bedrooms and 30 dB LAeq,8hour or lower during the night in bedrooms. External noise shall be controlled such that individual noise events in noise sensitive rooms at night, e.g. bedrooms, should not normally exceed 45dB L_{Amax,F} more than 10 times a night. Noise from rail movements shall be controlled to be no more than 35dB L_{Amax, S} at all times. Evidence of compliance shall be provided based on pre-completion testing and submitted to the Local Authority Prior to Occupation.

An assessment shall also be submitted to demonstrate that internal noise levels during the overheating condition do not result in significant adverse effects on health and quality of life when assessed using the methodology set out in Acoustics, Ventilation and Overheating - Residential Design Guide (January 2020).

Reason: To mitigate noise to improve health and quality of life in accordance with Policy B12 of the Local Plan (2020).

32) Children's Play Strategy

No public realm works shall take place until full details of the proposed children's play strategy including location and types of equipment have been submitted to and approved in writing by the Local Planning Authority.

The submitted details shall include:

- a) boundary treatments and access points;
- b) details of age provision and age appropriate equipment;

- c) associated surfacing, planting and street furniture;
- d) security considerations including lighting, proximity to roads, natural surveillance from adjacent properties, access from family accommodation;
- e) risk and safety testing of imaginative and innovative play proposals; and
- f) details of inclusive play (access, age provision and details of equipment).

The play areas/equipment shall be provided in accordance with the approved details prior to the first occupation of the development and shall be retained for the lifetime of the development thereafter.

Reason: To provide adequate amenities for future occupiers in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.4, BN.5, BN.9 and S.1 of the Local Plan (2020).

33) Long-Stay Residential Cycle Parking Provision

Prior to first residential occupation of the development permitted, details of the provision to be made for cycle parking (minimum capacity: 185 to be in accordance with London Cycle Design Standards and to include 5% of storage for larger bicycles) for residential use shall have been submitted to and approved in writing by the Local Planning Authority.

The cycle parking shall be designed in accordance with London Cycling Design Standard guidance and in accordance with London Plan Policy T5 (Cycling) Part B. The cycle parking shall thereafter be implemented in full in accordance with the approved details before first residential occupation and shall thereafter be retained thereafter 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).

34) Long-Stay Commercial Cycle Parking Provision

Prior to first commercial occupation/use of the development hereby permitted, details of the provision to be made for cycle parking (to be in accordance with London Cycle Design Standards and include storage for a range of bicycle types, including larger bicycles, and provide an appropriate level of cycle parking for the end use in accordance with the London Plan 2021) for the commercial use shall be submitted to and approved in writing by the Local Planning Authority.

The cycle parking shall be designed in accordance with London Cycling Design Standard guidance and in accordance with London Plan Policy T5 (Cycling) Part B. The cycle parking shall thereafter be implemented in full in accordance with the approved details before first commercial occupation/use 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).

35) Waste and Recycling Storage

Prior to the first occupation/use of the development hereby permitted, details of waste and recycling storage shall have been submitted to and approved in writing by the Local Planning Authority.

The waste and recycling storage areas/facilities shall demonstrate the following:

- a) The facilities are appropriately ventilated;
- b) They have a suitably robust design including walls that are fitted with rubber buffers and that any pipes/services are fitted with steel cages;
- c) They feature gates/doors with robust metal frames/hinges and locks;
- d) They have sufficient capacity to service the relevant building/use;
- e) They have maintenance facilities, including a wash-down tap and floor drain; and
- f) Entrance doors to the respective refuse stores are 'powered doors' in accordance with Inclusive Design Standards.

The waste and recycling storage for the development shall be provided in accordance with the approved details prior to first occupation/use and shall thereafter be retained solely for its designated use for the lifetime of the development.

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area in accordance with Policies BN.4 and S.7 of the Local Plan (2020).

36) Secured by Design

Prior to occupation of the development hereby permitted, a Security Management Plan for the development shall be submitted to and approved in writing by the Local Planning Authority.

This scheme shall include details of how the development meets the requirements of 'Secured by Design' standards and shall provide details of security management measures including location of CCTV, door entry systems and car park security. Details of the certificate, or alternative standards agreed with the Metropolitan Police, shall be submitted to and approved in writing by the Local Planning Authority as part of the scheme.

The development will thereafter be carried out in accordance with the approved details and shall be retained and maintained as such thereafter for the lifetime of the development.

Reason: To ensure that the development maintains and enhances community safety in accordance with Policy BN.4 of the Local Plan (2020).

37) Service and Delivery Management Plan

Prior to the occupation/use of the development hereby permitted, a Service and Delivery Management Plan which shall include details of management of bulky waste items, refuse collection for residential and commercial uses, shall be submitted to and approved in writing by the Local Planning Authority.

The approved details shall be implemented prior to first use/ occupation of the development and the development shall thereafter be operated in accordance with the approved details for the lifetime of the development.

Reason: To avoid obstruction of the surrounding streets and to limit the effects of the increase in travel movements within the locality as well as safeguarding public safety and the amenity of the surrounding area in accordance with Policy T.4 of the Local Plan (2020).

38) Potable Water

The hereby approved residential units homes shall be designed and constructed to achieve the optional requirement set out in Regulation 36 (2b) of Building Regulations Approved Document G (2015 edition with 2016 amendments), which states that consumption of wholesome water shall not exceed 110 litres per person per day including a 5-litre allowance for external water use.

Reason: To optimise the standards of sustainable design and construction, in accordance with Policy SI.5 of the Intend to Publish London Plan (2019) and Policies SP.5 and S.5 of the Local Plan (2020).

39) Accessible Housing

The hereby approved residential units shall be designed and constructed to include 90% of all units as accessible/adaptable housing in accordance with M4(2) Category 2 of Part M of the Building Regulations (2015) and 10% of all units as wheelchair accessible housing in accordance with M4(3) Category 3 of Part M of the Building Regulations (2015).

The development shall not be occupied until it has been completed in accordance with this condition and it shall thereafter be permanently retained as such.

Reason: To ensure adequate housing is provided for all users in accordance with inclusive design standards in accordance with Policy BN.6 of the Local Plan (2020).

40) 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.

The submitted details shall demonstrate how blue-badge parking (4 no. spaces) is designed, managed, operated and monitored; including how residents holding a blue-badge will be allocated a parking space.

The blue badge parking 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 car parking 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).

41) Parking Permit Free

No occupiers of the development, with the exception of disabled persons who are blue badge holders, shall apply to London Borough of Newham for a parking permit or retain such permit, and if such permit is issued it shall be surrendered to the Council within seven days of written demand.

Reason: To avoid obstruction of the surrounding streets in accordance with Policies T.4 and T.8 of the Local Plan (2020).

42) Hours of Operation

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

Reason: To ensure that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or users of the area generally in accordance with Policy BN.12 of the Local Plan (2020).

43) Whole Life Carbon Assessment

Prior to the first occupation of the development, the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance. Together with any supporting information, it should be submitted to, and approved by the LPA in writing before first occupation.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Policy SI 2 of the London Plan (2021) and Policy S4 of the LLDC Local Plan (2020).

44) Circular Economy

Prior to the first occupation of the development, a postconstruction monitoring report should be completed in line with the GLA's Circular Economy Statement Guidance. The report should be submitted to and approved by the LPA in writing before first occupation.

Reason: In order to maximise the re-use of materials and in the interests of sustainable waste management in accordance with Policy SI 7 of the London Plan (2021) and Policy S8 of the LLDC Local Plan (2020).

INFORMATIVES

- 1) Your attention is drawn to the following comments from London Fire Brigade:

The applicant should note that if material amendments to this development are proposed, a further consultation with London Fire Brigade may be necessary.

- 2) Your attention is drawn to the following comments from the Environment Agency:

Groundwater Standing Advice

The applicant should refer to the following (non-exhaustive) list of sources of information and advice in dealing with land affected by contamination, especially with respect to protection of groundwater beneath the site:

1. *Follow the risk management framework provided in the updated guide LCRM, when dealing with land affected by contamination.*

2. Refer to the Environment Agency Guiding principles for land contamination for the type of information we require in order to assess risks to controlled waters from the site. The Local Planning Authority can advise on risk to other receptors, such as human health.

3. Consider using the National Quality Mark Scheme for Land Contamination Management which involves the use of competent persons to ensure that land contamination risks are appropriately managed. The Planning Practice Guidance defines a "Competent Person" (to prepare site investigation information) as: "A person with a recognised relevant qualification, sufficient experience in dealing with the type(s) of pollution or land instability, and membership of a relevant professional organisation." For this definition and more please see here.

4. Refer to the contaminated land pages on Gov.uk for more information.

5. We expect the site investigations to be carried out in accordance with best practice guidance for site investigations on land affected by contamination e.g. British Standards when investigating potentially contaminated sites and groundwater.

Water Resources

Increased water efficiency for all new developments potentially enables more growth with the same water resources. Developers can highlight positive corporate social responsibility messages and the use of technology to help sell their homes. For the homeowner lower water usage also reduces water and energy bills. We endorse the use of water efficiency measures especially in new developments. Use of technology that ensures efficient use of natural resources could support the environmental benefits of future proposals and could help attract investment to the area. Therefore, water efficient technology, fixtures and fittings should be considered as part of new developments.

All new residential development is required to achieve a water consumption limit of a maximum of 125 litres per person per day as set out within the Building Regulations &c. (Amendment) Regulations 2015.

However, we recommend that in areas of serious water stress (as identified in our report Water stressed areas - final classification) a higher standard of a maximum of 110 litres per person per day is applied.

3) Your attention is drawn to the following comments from Thames Water:

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx.. 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

4) Your attention is drawn to the following comment from the GLA in relation to Condition 43:

Once the GLA's Whole Life-Cycle Carbon Assessment is approved by the LPA, the Applicant should provide this Assessment together with any supporting information to the GLA at: ZeroCarbonPlanning@london.gov.uk.

5) Your attention is drawn to the following comment from the GLA in relation to Condition 44:

Once the Post-Construction Monitoring report is approved by the LPA, the Applicant should provide the approved post-construction monitoring report and any supporting information to the GLA at circulareconomystatements@london.gov.uk

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: **XXth October 2024**



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

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

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

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

Purchase Notice

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