

Dated 28 November 2024

**The London Legacy Development Corporation (1)**

**The Mayor and Burgesses of the London Borough of Newham (2)**

**London Square Developments Limited (3)**

**Stratford City Business District Limited (4)**

**Deed of Variation**

**pursuant to Section 106 and Section 106A of the  
Town and Country Planning Act 1990**

**relating to Development at Plot S1/S11 of the  
International Quarter, Stratford City Zone 2 (also  
known as International Quarter London, South),  
Westfield Avenue, London, Stratford, E20 1GL**

24/00372/DOV



THIS DEED is made on **28 November** 2024

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN (the “**LLDC**”)
- (2) **THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London, E16 2QU (“**Newham Council**”)
- (3) **LONDON SQUARE DEVELOPMENTS LIMITED** (company number 07160957) whose registered office is at **One, York Road, Uxbridge, Middlesex, England, UB8 1RN** (the “**Leaseholder**”);  
and
- (4) **STRATFORD CITY BUSINESS DISTRICT LIMITED** (company number 07328908) whose registered office is at 5 Merchant Square, Level 9, London, W2 1BQ (the “**Freeholder**”)

**WHEREAS**

- (A) The LLDC is the local planning authority for the purposes of the Act for the area in which the Application Site is situated.
- (B) The Freeholder is the freehold owner of the Application Site registered (together with other land) at the Land Registry with freehold title absolute under title number TGL377871.
- (C) The Leaseholder has leasehold interests in the Application Site pending registration at the Land Registry with leasehold title absolute under title numbers TGL545238 and TGL617411.
- (D) Newham Council is the local highway authority for the area in which the Application Site is situated.
- (E) The Planning Permission was granted on 16 November 2023.
- (F) On 15 November 2023, the LLDC, Newham Council, IGL S1S11 (GP) Limited (acting in its capacity as general partner of IQL S1S11 LP) and the Freeholder entered into the S106 Agreement in connection with the Planning Permission.
- (G) IGL S1S11 (GP) Limited (acting in its capacity as general partner of IQL S1S11 LP) (defined as the S1/S11 Tenant in the S106 Agreement) was a party to the S106 Agreement but no longer retains an interest in the Application Site and a pending application at HM Land Registry dated 24 July 2024 will remove the S1/S11 Tenant’s title from the title register on title number TGL545238.
- (H) On 9 October 2024, the Leaseholder applied to the LLDC to vary the terms of the S106 Agreement under application reference number 24/00372/DOV.

- (l) The parties to this Deed have agreed to amend certain obligations in the S106 Agreement in order to reflect that the Development may now come forward as a build to rent as opposed to build for sale development whilst still maintaining the amount and tenure of Affordable Housing as consented under the Planning Permission.

**IT IS AGREED** as follows:

## **1 INTERPRETATION**

1.1 In this Deed, unless the context demands otherwise the following expressions shall have the meanings set out below:

### **WORDS AND EXPRESSIONS**

"the S106 Agreement"	the Section 106 Agreement dated 15 November 2023 and entered into between the LLDC, Newham Council, IGL S1S11 (GP) Limited (acting in its capacity as general partner of IQL S1S11 LP) and the Freeholder in relation to the Planning Permission;
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1.2 The provisions in the S106 Agreement relating to its interpretation apply equally to this Deed (except to the extent that they are expressly varied in this Deed).

1.3 Words and expressions in the S106 Agreement have the same meaning in this Deed (except to the extent that they are expressly varied in this Deed).

## **2 LEGAL EFFECT**

2.1 This Deed is made pursuant to Section 106 and Section 106A of the Act (and is a planning obligation for the purposes of those sections) and pursuant to Section 111 of the Local Government Act 1972 and all other powers so enabling.

2.2 This Deed shall be registrable as a local land charge by Newham Council.

2.3 References in this Deed to Newham Council shall comprise Newham Council in its capacity as local highway authority and, where Newham Council ceases to be the local highway authority for the area in which the Application Site is situated, shall include any successor to its statutory functions of the local highway authority.

2.4 References in this Deed to the LLDC shall comprise the London Legacy Development Corporation in its capacity as local planning authority and, where the London Legacy Development Corporation

ceases to be the local planning authority for the area in which the Application Site is situated, shall include its successors to the functions of the local planning authority.

2.5 References to the Leaseholder and Freeholder shall include persons deriving title from them, persons claiming through or under them an interest or estate in the Application Site and their successors, assigns and transferees.

2.6 If any provision in this Deed shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or the S106 Agreement.

### **3 COMMENCEMENT**

This Deed shall come into effect upon the date hereof.

### **4 VARIATION**

4.1 Save as expressly varied by this Deed the S106 Agreement shall remain in full force and effect.

4.2 From the date of this Deed, the S106 Agreement is amended as set out in the mark up of the S106 Agreement contained in the Appendix to this Deed and shows the amendments to the S106 Agreement in tracked change text.

4.3 The parties covenant with each other to give full force and effect to this Deed in the interpretation, performance and enforcement of the obligations in the S106 Agreement.

### **5 COSTS**

The Freeholder and S1/S11 Tenant agree jointly and severally to pay on or prior to completion of this Deed the LLDC's reasonable legal costs properly incurred in the negotiation and completion of this Deed.

### **6 MORTGAGEE'S CONSENT**

No obligation, covenant or undertaking in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Application Site nor any receiver appointed by such chargee or mortgagee nor any person deriving title through such chargee, mortgagee or receiver unless and until such chargee,

mortgagee, receiver or person has entered into actual possession of the Application Site or part thereof to which such obligation, covenant or undertaking relates.

#### **7 CONTRACTS (RIGHTS OF THIRD PARTIES ACT) 1999**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

#### **8 APPLICABLE LAW**

This Deed shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English Courts.

IN WITNESS whereof this Deed has been executed by the parties hereto as a deed and delivered on the day and year first before written.

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



*A Horisuth*  
Authorised Signatory

LBN/3948

**THE COMMON SEAL of THE MAYOR AND  
THE BURGESSES OF THE LONDON  
BOROUGH OF NEWHAM** was hereunto

affixed **BY ORDER:**



Handwritten signature of the authorized signatory.

Authorised Signatory



**EXECUTED as a DEED by  
LONDON SQUARE DEVELOPMENTS  
LIMITED**

acting by a director in the presence of a  
witness:

)  
)  
)  
)  
)



Director

Witness



Witness Name:

MARU SMITH

Witness Address:

ONE YORK RD, VICTORIA BC V8B 1K2

Witness Occupation:

DEVELOPMENT DIRECTOR

EXECUTED as a DEED by STRATFORD )

CITY BUSINESS DISTRICT LIMITED )

acting by a director in the presence of a witness: )

THOMAS SEYMOUR



Director

Witness 

Witness Name: CATRIONA STUBBS

Witness Address: 58 ROGERS ROAD, SWITZDEA

Witness Occupation: FINANCE

**Appendix**  
**Red line amendments to the S106 Agreement**



HERBERT  
SMITH  
FREEHILLS

**Style Definition:** Level 3: Indent: Left: 1 cm, Tab stops:  
2.5 cm, List tab + Not at 3 cm

**DATED** \_\_\_\_\_ **2023**

- (1) **THE LONDON LEGACY DEVELOPMENT CORPORATION**  
and  
(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM**  
and  
(3) **IQL S1S11 (GP) LIMITED**  
acting in its capacity as general partner of IQL S1S11 LP  
and  
(4) **STRATFORD CITY BUSINESS DISTRICT LIMITED**

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**PLANNING OBLIGATION BY AGREEMENT**  
made pursuant to section 106 of the  
Town and Country Planning Act 1990 and all other  
enabling powers relating to Plot S1/S11 of the  
International Quarter, Stratford City Zone 2  
(also known as International Quarter London, South),  
Westfield Avenue, London, Stratford, E20 1GL

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Herbert Smith Freehills LLP

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**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN (the "**LLDC**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London, E16 2QU ("**Newham Council**");
- (3) **IQL S1S11 (GP) LIMITED** (incorporated and registered in England and Wales with company registration number 12495837), the registered office of which is at 5 Merchant Square, Level 9, London, W2 1BQ, in its capacity as the general partner of **IQL S1S11 LP**, a limited partnership registered in England and Wales with registered number LP020920, the principal place of business of which is at 5 Merchant Square, Level 9, London, W2 1BQ (the "**S1/S11 Tenant**"); and
- (4) **STRATFORD CITY BUSINESS DISTRICT LIMITED** a company incorporated in England and Wales (Company Number 07328908) whose registered office is at 5 Merchant Square, Level 9, London, W2 1BQ (the "**Freeholder**").

**RECITALS**

- (A) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 (effective from 1 October 2012 and made pursuant to powers, inter alia, in the 2011 Act) the LLDC is the local planning authority for the Application Site for the purposes of Part III of the 1990 Act and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Freeholder is the freehold owner of the Application Site registered (together with other land) at the Land Registry with freehold title absolute under title number TGL377871.
- (C) The S1/S11 Tenant has a leasehold interest in the Application Site registered at the Land Registry with leasehold title absolute under title number TGL545238.
- (D) Newham Council is the local highway authority for the area in which the Application Site is situated.
- (E) The Planning Application was validated by the LLDC on 25 August 2021.
- (F) On 24 May 2022 the LLDC resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (G) Accordingly, the LLDC, Newham Council, the S1/S11 Tenant and the Freeholder 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 enabling powers.
- (H) Part of the Application Site was previously subject to planning obligations requiring the delivery of an area of publicly accessible open space known as Arrival Park. The Application Site is released from those obligations subject to securing the delivery of the Publicly Accessible Open Space in this Agreement.

## 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:

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990;
<b>"1999 Act"</b>	means the Contracts (Rights of Third Parties) Act 1999;
<b>"2011 Act"</b>	means the Localism Act 2011;
<b>"Above Ground Works"</b>	means works of construction of the Development at or above ground level being a height above the underground basement structure level;
<b>"Actual Build Costs"</b>	<p>means the actual costs of carrying out the Development incurred at the relevant Review Date supported by evidence of these costs to the LLDC's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"><li>(a) details of payments made or agreed to be paid in the relevant building contract;</li><li>(b) receipted invoices;</li><li>(c) costs certified by the Developer's quantity surveyor, costs consultant or agent;</li><li>(d) public realm costs; and</li><li>(e) site-wide infrastructure costs reasonably attributable to and apportioned to the Application Site;</li></ul> <p><b>PROVIDED THAT</b> such build costs (except where the Developer is also the contractor) exclude all internal costs of the Developer including but not limited to:</p> <ul style="list-style-type: none"><li>(f) project management costs;</li><li>(g) overheads and administration expenses; and</li><li>(h) professional, finance, legal and marketing costs;</li></ul>
<b>"Additional Affordable Housing"</b>	means any Additional Affordable Housing Units and/or any Partial Unit Contribution all of which shall be subject to the Affordable Housing Cap;
<b>"Additional Affordable Housing Scheme"</b>	means a scheme prepared in accordance with the provisions of paragraph 6.4 of Schedule 6 if Additional Grant Funding is secured and which is made available for previously intended Open Market Housing Units to be converted to Affordable Housing or in accordance with Schedule 7 if an Early Stage Review concludes



that Additional Affordable Housing is capable of being provided within the Development and which identifies how some or all of the relevant Grant Funding or surplus profit identified in the Early Stage Review could be applied towards the provision of Additional Affordable Housing Units, to include:

- (a) details of which previously intended Open Market Housing Units would be converted into Additional Affordable Housing Units;
- (b) the number of previously intended Open Market Housing Units to be converted to Social Rented Housing and Intermediate Housing respectively;
- (c) in relation to any previously intended Open Market Housing Units to be converted to Intermediate Housing, the type of Intermediate Housing to be provided;
- (d) the form of lease to be used for any Additional Affordable Housing Units that are proposed to be let;
- (e) plans showing the location, size and internal layout of each Additional Affordable Housing Unit with reference to plans and drawings approved as part of the Planning Application;
- (f) provision for at least 10% of any Additional Affordable Housing Units to be accessible or easily adaptable for wheelchair users;
- (g) an indicative timetable for construction and delivery of the Additional Affordable Housing Units; and
- (h) details of any Partial Unit Contribution;

**"Additional Affordable Housing Units"**

means the previously intended Open Market Housing Units to be converted to Social Rented Housing or Intermediate Housing pursuant to any Additional Affordable Housing Scheme approved under paragraph 2 of Schedule 7 or paragraph 6.4 of Schedule 6;

**"Additional Grant Funding"**

means the amount of any Grant Funding in excess of the capital funding required to meet the costs of delivering the S11 Affordable Housing;

**"Affordable Housing"**

means housing including Social Rented Housing and Intermediate Housing (unless otherwise agreed in writing with the LLDC) provided to eligible households whose needs are not met by the market and which housing should:

- (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices; and
- (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted (including, without limitation, as a result of 100% Staircasing or the exercise of a statutory right to buy), for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963);

**"Affordable Housing Cap"** means that the Developer shall not in any circumstances be required by any obligation(s) in this Agreement to:

- (a) provide more than 447 Habitable Rooms comprised in the Development as Affordable Housing in the Affordable Housing Target Tenure Split; nor
- (b) provide more than the equivalent of 447 Habitable Rooms comprised in the Development as Affordable Housing in the Affordable Housing Target Tenure Split by the provision of the S11 Affordable Housing Units and any Additional Affordable Housing Units at the Development and/or any Partial Unit Contribution and/or any Late Stage Review Contribution pursuant to this Agreement; nor
- (c) pay any Late Stage Review Contribution in excess of the maximum amount calculated in accordance with Formula 4;

**"Affordable Housing Contract"** means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider;

**"Affordable Housing Management Scheme"** means a scheme specifying:

- (a) management, maintenance and servicing arrangements for the S11 Affordable Housing Units and the Additional Affordable Housing Units (if any); and
- (b) details of the rent, service charge and any estate or other charges payable for each S11 Affordable Housing Unit and Additional

	Affordable Housing Unit (if any) together with an explanation of how the S11 Affordable Housing Units and the Additional Affordable Housing Units (if any) remain affordable notwithstanding any such charges, as may be amended from time to time with the prior written approval of the LLDC;
<b>"Affordable Housing Provider"</b>	means the Guinness Partnership or any other entity on the LLDC's list of approved housing providers from time to time or such other provider of Affordable Housing approved by the LLDC (in consultation with Newham Council) in respect of the Development pursuant to paragraph 1.1 of Schedule 6;
<b>"Affordable Housing Target Tenure Split"</b>	means a tenure split comprising 268 Habitable Rooms as Social Rented Housing and 179 Habitable Rooms as Intermediate Housing;
<b>"Affordable Housing Tenure Split"</b>	means that 100% of the S11 Affordable Housing Units are to be provided as Social Rented Housing unless otherwise agreed in writing by the LLDC;
<b>"Affordable Housing Units"</b>	means residential dwellings to be provided as Affordable Housing and <b>"Affordable Housing Unit"</b> shall be construed accordingly;
<b>"Agreement"</b>	means this agreement made pursuant to section 106 of the 1990 Act and all other enabling powers;
<b>"Alternative Public Realm Management Plan"</b>	means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Publicly Accessible Open Space, such management plan to include: <ul style="list-style-type: none"> <li>(a) details of and specification for the required management and maintenance arrangements (including tree planting and maintenance);</li> <li>(b) details of the management body responsible for maintenance;</li> <li>(c) details of the frequency of maintenance;</li> <li>(d) repair and renewal arrangements;</li> <li>(e) hours of opening;</li> <li>(f) lighting and provision of litter bins; and</li> <li>(g) drainage, boundary treatment and provision of play equipment;</li> </ul>
<b>"Application Site"</b>	means the part of the land which is the subject of the Planning Application shown edged red on Plan 1;

<b>"Application Stage Build Costs"</b>	means £127,748,205 being the estimated costs of demolition, construction, external works, assumed contingency allowance, public realm costs, and site-wide infrastructure costs reasonably attributable to and apportioned to the Application Site in respect of the Development as determined by the Baseline Appraisal;
<b>"Application Stage GDV"</b>	means £195,348,616 being the estimated gross development value of the Development as established by the Baseline Appraisal;
<b>"Apprentice"</b>	means an apprentice as defined by the National Apprenticeships Service and " <b>Apprentice Opportunities</b> " shall be construed accordingly;
<b>"Approved Drawings"</b>	means the drawings to be approved by the Planning Permission together with any drawings approved by a S73 Permission (as each may be varied by any S96A Amendments);
<b>"Architects"</b>	means: <ul style="list-style-type: none"> <li>(a) in respect of the building comprised in the Development, Alison Brooks Architects; and</li> <li>(b) in respect of the external public realm, play space and landscaping comprised in the Development, LDA Design,</li> </ul> and " <b>Architect</b> " means either one of them if the context so permits;
<b>"Average Intermediate Housing Value"</b>	means the average value of Intermediate Housing floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV <b>PROVIDED THAT</b> 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;
<b>"Average Open Market Housing Value"</b>	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 Review Stage GDV and the Estimated GDV **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 Social Rented Housing Value"**

means the average value of Social Rented Housing floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV **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;

**"Baseline Appraisal"**

means the financial viability appraisal for the Development dated 13 June 2023, titled "*June 2023 Breakeven Appraisal 28% AH 100% Social Rent*" and prepared by Quod that was submitted in relation to the Planning Application and reviewed and agreed by BNP Paribas and the GLA;

**"Basement Access s278 Works"**

means the works to be carried out within the public highway shown on Plan 2 and comprising the new junction between the public highway and the new road which is to be constructed to provide vehicular access to the basement of Building S1;

<b>"Building S1"</b>	means the building forming part of the Development shown for the purpose of identification on Plan 6;
<b>"Building S11"</b>	means the building forming part of the Development shown for the purpose of identification on Plan 6;
<b><u>"Build to Rent Development"</u></b>	<u>means all of the Residential Units are built with the intention they are to be let out to individual tenants and not sold;</u>
<b>"Car Club"</b>	means: <ul style="list-style-type: none"> <li>(a) the existing Enterprise car club in operation at International Quarter London; or</li> <li>(b) a new car club,</li> </ul> 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 Schedule 1;
<b>"Carbon Offset Contribution"</b>	means the sum to be calculated in accordance with paragraph 19 of Schedule 1 and which is to be applied towards the Carbon Offset Fund;
<b>"Carbon Offset Fund"</b>	means the scheme established by the LLDC to fund carbon reduction projects that meet the LLDC's carbon fund investment criteria in accordance with its Carbon Offset Local Plan Supplementary Planning Document dated August 2016;
<b>"Challenge Period"</b>	means the period of six weeks commencing on the day after the date on which the Planning Permission is granted by the LLDC;
<b>"Challenge Proceedings"</b>	means proceedings under Part 54 of the Civil Procedure Rules 1998 for judicial review of the LLDC's decision to grant the Planning Permission (including any appeals to a higher court against a judgment of a lower court);
<b>"Charge"</b>	means a mortgage, charge or other security or loan documentation granting a security interest in the S11 Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;
<b>"Chargee"</b>	means any mortgagee or chargee of the Affordable Housing Provider of the S11 Affordable Housing Units and/or the Additional 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;

<b>"CIL Regulations"</b>	means the Community Infrastructure Levy Regulations 2010;
<b>"Commencement"</b>	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, noise attenuation works, diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services, the erection of any temporary means of enclosure, the temporary display of site notices or advertisements and <b>"Commence"</b> and <b>"Commenced"</b> shall be construed accordingly;
<b>"Commencement Date"</b>	means the date upon which the Development is first Commenced;
<b>"Commercial Units"</b>	means the units comprised within the ground floor of the Development that are to be used as a drinking establishment or for any use within use class E or use class F2 and <b>"Commercial Unit"</b> shall be construed accordingly;
<b>"Completed"</b>	means completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development or relevant part thereof and <b>"Complete"</b> and <b>"Completion"</b> shall be construed accordingly;
<b>"Component"</b>	means a part of the Development including but not limited to: <ul style="list-style-type: none"><li>(a) Open Market Housing Units;</li><li>(b) Affordable Housing Units;</li><li>(c) Additional Affordable Housing Units;</li><li>(d) Commercial Units;</li><li>(e) any other floorspace;</li><li>(f) property; and</li><li>(g) land;</li></ul>

<b>"Consent"</b>	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation however expressed;
<b>"Construction Period"</b>	means the period starting on the Commencement Date and ending on the date of Completion of the Development;
<b>"Construction Transport Management Contribution"</b>	means the sum of <b>£20,000</b> (Indexed) to be paid to the LLDC pursuant to paragraph 16 of Schedule 1 as a contribution towards works or measures necessary to mitigate any short-term traffic-related construction impacts of the Development;
<b>"Construction Transport Management Group"</b>	means the group of that name chaired by the LLDC whose objectives are to consider transport planning issues and traffic management issues relevant to the construction of development in the LLDC's area and to manage relations with local authorities and developers that may be affected by such construction activities, such group comprising representatives of relevant developers, contractors, the LLDC, the LLDC Estates and Facility Management team, Newham Council, the London Boroughs of Hackney, Tower Hamlets and Waltham Forest and other transport stakeholders as required from time to time 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;
<b>"Corresponding Income Cap"</b>	means the Lower Income Cap in relation to the Lower Income Cap Units, the Middle Income Cap in relation to the Middle Income Cap Units and the Higher Income Cap in relation to the Higher Income Cap Units;
<b>"Date of Deemed Service"</b>	means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of Schedule 6: <ul style="list-style-type: none"> <li>(a) in the case of service by delivery by hand of the Default Notice to the LLDC's offices at the address specified in clause 7.2 during the LLDC's office hours of 9 am to 5 pm on a Working Day, the date on which the Default Notice is so delivered; or</li> <li>(b) in the case of service by using first class registered post to the LLDC's offices at the address specified in clause 7.2, the second Working Day after the date on which the Default Notice is posted (by being placed in</li> </ul>



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 LLDC (by Royal Mail proof of delivery or otherwise);

<b>"Default Notice"</b>	means a notice in writing served on the LLDC by the Chargee under paragraph 9.2.1 of Schedule 6 of the Chargee's intention to enforce its security over the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units;
<b>"Design Application"</b>	means one of the following: <ul style="list-style-type: none"><li>(a) an application to the LLDC for the approval of details pursuant condition 22 of the Planning Permission;</li><li>(b) an application to the LLDC for a S96A Amendment which seeks amendments to the Approved Drawings; or</li><li>(c) an application to the LLDC for a S73 Permission which seeks amendments to the Approved Drawings;</li></ul>
<b>"Design Monitoring Costs"</b>	means the monies paid in accordance with paragraph 4.2 of Schedule 5 to meet the LLDC's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Application Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings <b>PROVIDED THAT</b> the total amount payable shall not exceed <b>£100,000</b> (Indexed);
<b>"Design Team Statement"</b>	means a written statement by the Developer specifying the design team involved in the preparation of the Design Application and which shall confirm the role of the Architects in the preparation of that Design Application;
<b>"Developer"</b>	has the meaning given to it in clause 1.2.9;
<b>"Development"</b>	means development of the Application Site and all other operations and works authorised by the Planning Permission;
<b>"Development Viability Information"</b>	means the following information: <ul style="list-style-type: none"><li>(a) Review Stage GDV;</li><li>(b) Estimated GDV;</li></ul>

- (c) Average Open Market Housing Value;
- (d) Average Intermediate Housing Value;
- (e) Actual Build Costs;
- (f) Estimated Build Costs;
- (g) Grant Funding;

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

**"Disposal"**

means:

- (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,

and "Dispose", "Disposals" and "Disposed" shall be construed accordingly;

**"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);

**"District Energy Network"**

means the Olympic Park district energy network;

**"Early Stage Review"**

means the upwards only review of the financial viability of the Development to be carried out at the Revised Substantial Implementation Date applying Formula 1 and Formula 3 in accordance with the provisions of Schedule 7 to determine whether Additional Affordable Housing can be provided as part of the Development subject always to the Affordable Housing Cap;

**"Early Stage Review Contribution"**

means a financial contribution for the provision of off-site Affordable Housing in the LLDC's administrative area to be provided in lieu of Additional Affordable Housing the precise value of which shall be calculated in accordance with Formula 1 and which shall be subject always to the Affordable Housing Cap;

**"Early Stage Review Submission"**

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

- (a) the applicable Development Viability Information for Formula 1 and Formula 3;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 3 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; and, in the event that the Development is to be delivered as a Build to Rent Development in accordance with clause 2.12 of this Agreement, the amount of any Early Stage Review Contribution (taking account of the Affordable Housing Cap)

<b>"Energy Strategy"</b>	means the document submitted with the Planning Application entitled "Energy Statement" prepared by AECOM Limited dated February 2022;
<b>"Estimated Build Costs"</b>	means the estimated costs of carrying out the Development remaining to be incurred at the relevant Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant and which take into account the Actual Build Costs and shall include a 5% build cost contingency;
<b>"Estimated GDV"</b>	means the estimated Open Market Value of all the remaining Components of the Development not Disposed of at the relevant Review Date based on the relevant information used to assess the Review Stage GDV together with detailed comparable market evidence and taking into account Development-related income from any other sources but excluding any Grant Funding;
<b>"Expert"</b>	means the expert appointed in accordance with the provisions of clause 9 to determine a Dispute;
<b>"First Reception Survey"</b>	means a survey to be carried out by the Reception Consultant to assess the standard of digital terrestrial television reception to the Surrounding Properties;
<b>"Formula 1"</b>	means the following formula to be applied at any Early Stage Review for determining surplus profit available for Additional Affordable Housing:  X = Surplus profit available for Additional Affordable Housing

- X =  $((A - B) - (C - D)) - P + H$   
A = Updated GDV (£)  
B = Application Stage GDV (£)  
C = Updated Build Costs (£)  
D = Application Stage Build Costs (£)  
H = Amount of any Grant Funding secured (£)  
P = Developer profit on change in GDV (£)  
P =  $(A - B) * Y$   
Y = Target Return (%)

**"Formula 2"**

means the following formula for determining surplus profit available for a Late Stage Review Contribution to be applied at the Late Stage Review:

- X = Surplus profit available for Late Stage Review Contribution  

$$X = (((A - B) - (C - D) - P) * 0.6) - R + H$$
  
A = Updated GDV (£)  
B = Application Stage GDV (£)  
C = Updated Build Costs (£)  
D = Application Stage Build Costs (£)  
H = Amount of any Grant Funding secured (£)  
P = Developer profit on change in GDV (£)  
P =  $(A - B) * Y$   
Y = Target Return (%)  
R = Any surplus profit paid to the LLDC as a financial contribution as a result of an Early Stage Review

**"Formula 3"**

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

- X = Additional Social Rented Housing requirement (Habitable Rooms)  

$$X = ((E * F) \div (A - B)) \div D$$
  
Y = Additional Intermediate Housing requirement (Habitable Rooms)  

$$Y = ((E * G) \div (A - C)) \div D$$
  
A = Average Open Market Housing Value (£ per sq m)

- B = Average Social Rented Housing Value (£ per sq m)
- C = Average Intermediate Housing Value (£ per sq m)
- D = Average Habitable Room size for the Development (24.83 sq m)
- E = Surplus profit available for Additional Affordable Housing Units as determined applying Formula 1 (£)
- F = Percentage of surplus profit to be used for Social Rented Housing (%) (9%)
- G = Percentage of surplus profit available to be used for Intermediate Housing (%) (91%)

**"Formula 4"**

means the following formula for determining the maximum Late Stage Review Contribution where the application of Formula 2 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 Social Rented Housing Value (£ per sq m)
- C = Average Intermediate Housing Value (£ per sq m)
- D = Average Habitable Room size for the Development (24.83 sq m)
- E = 17 Habitable Rooms, where no Additional Affordable Housing has been provided pursuant to this Agreement; or  
[ ]<sup>1</sup> Habitable Rooms, where any Additional Affordable Housing has been provided pursuant to this Agreement, being the shortfall in Social Rented Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split;
- F = 179 Habitable Rooms, where no Additional Affordable Housing has been provided pursuant to this Agreement; or

<sup>1</sup> To be determined prior to the Late Stage Review where Additional Affordable Housing has been provided as a result of the Early Stage Review or as a result of Grant Funding.

[ ]<sup>2</sup> Habitable Rooms, where any Additional Affordable Housing has been provided pursuant to this Agreement, being the shortfall in Intermediate Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split;

<b>"GLA"</b>	means the Greater London Authority or any successor in statutory function;
<b>"GLA Income Cap"</b>	means an annual household income of £90,000 or such higher amount as may be prescribed in the London Plan Annual Monitoring Report applicable at the time that the Developer is disposing of the relevant Intermediate Housing Unit;
<b>"Grant Date"</b>	means: (a) the date of grant of the Planning Permission; or (b) (if applicable) in the event that Challenge Proceedings are commenced and not withdrawn prior to the expiry of the Challenge Period, the date on which the Planning Permission is finally upheld following the relevant Challenge Proceedings (including any appeals) being exhausted;
<b>"Grant Funded Unit"</b>	means any previously intended Open Market Housing Units converted to Social Rented Housing or Intermediate Housing pursuant to an Additional Affordable Housing Scheme approved pursuant to paragraph 6.4 of Schedule 6;
<b>"Grant Funding"</b>	means capital funding provided by Homes England, the GLA or any other public body for the delivery of Affordable Housing in the Development;
<b>"Growth Boroughs"</b>	means the London Boroughs of Barking and Dagenham, Newham, Hackney, Tower Hamlets and Waltham Forest and the respective successors to their functions as local planning authorities;
<b>"Habitable Room"</b>	means any room within a Residential Unit the primary use of which is for living, sleeping 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

<sup>2</sup> To be determined prior to the Late Stage Review where Additional Affordable Housing has been provided as a result of the Early Stage Review or as a result of Grant Funding.

kitchen with a floor area of less than 13 square metres, a bathroom, a toilet, a corridor or a hall;

<b>"Higher Income Cap"</b>	means an annual household income of £75,000 (Indexed);
<b>"Higher Income Cap Units"</b>	means the 50% of Intermediate Housing Units in the locations approved by the LLDC pursuant to paragraph 5.3 of Schedule 6 to be targeted at households with annual incomes that do not exceed the Higher Income Cap, in accordance with the provisions of Schedule 6;
<b>"Highways Agreement"</b>	means an agreement or agreements between the Developer and Newham Council pursuant to section 278 of the Highways Act 1980 providing for the Site Access s278 Works and the Basement Access s278 Works to be carried out and completed by the Developer;
<b>"Homes England"</b>	means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by Homes England;
<b>"Index"</b>	means: <ul style="list-style-type: none"><li>(a) in the case of the Monitoring Contribution, the Retail Prices Index all items published by the Office for National Statistics or if such index shall cease to be published, such equivalent alternative index agreed by the LLDC and the Developer;</li><li>(b) in the case of the Lower Income Cap, the Middle Income Cap and the Higher Income Cap, the UK House Price Index published by the Office for National Statistics or if such index shall cease to be published, such alternative house price related index agreed by the LLDC and the Developer; and</li><li>(c) in all other cases, the national All-in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or if such index shall cease to be published, such equivalent alternative index agreed by the LLDC and the Developer;</li></ul>
<b>"Indexed"</b>	means in relation to a sum that it is to be increased or decreased in accordance with clause 15;

<b>"Intention Notice"</b>	means a notice in writing served on the Chargee by the LLDC under paragraph 9.4 of Schedule 6 that the LLDC is minded to purchase the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units;
<b>"Interest"</b>	means interest at 3% above the base lending rate of Barclays Bank plc from time to time;
<b>"Intermediate Housing"</b>	means affordable housing for rent or for purchase which is targeted at people who are unable to access Social Rented Housing but who are not able to afford to rent or buy a home on the open market;
<b>"Intermediate Housing Units"</b>	means the Affordable Housing Units to be made available for Intermediate Housing (if any) in accordance with Schedule 6;
<b>"IQL South"</b>	means the land shown edged blue on Plan 1;
<b>"Late Stage Review"</b>	means the upwards only review of the financial viability of the Development to be carried out at the Late Stage Review Date applying Formula 2 and Formula 4 in accordance with the provisions of Schedule 7 to determine whether a Late Stage Review Contribution is payable subject always to the Affordable Housing Cap;
<b>"Late Stage Review Contribution"</b>	means a financial contribution for the provision of off-site Affordable Housing in the LLDC's administrative area the precise value of which shall be calculated in accordance with Formula 2 and Formula 4 and which shall be subject always to the Affordable Housing Cap;
<b>"Late Stage Review Date"</b>	means the date on which 75% of the Open Market Housing Units have been Occupied;
<b>"Late Stage Review Submission"</b>	means the following information to be submitted by the Developer to the LLDC on an open book basis <a href="#">in accordance with Part 1 or Part 2 of Schedule 7</a> : <ul style="list-style-type: none"> <li>(a) the applicable Development Viability Information for Formula 2 and Formula 4;</li> <li>(b) a written statement that applies the applicable Development Viability Information to Formula 2 and Formula 4 (PROVIDED ALWAYS THAT if the result produced by Formula 2 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; and</li> </ul>



- (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);

<b>"Local Labour and Business Schemes"</b>	means established careers development programmes run or supported by the LLDC, Growth Boroughs or partner organisations but not including Our Newham Work;
<b>"London Living Wage"</b>	means the minimum amount of pay per hour (on the date of this Agreement being £11.05, which amount shall not be Indexed) that all workers in London should receive, as published from time to time by the Living Wage Commission or if such minimum amount shall cease to be published by the Living Wage Commission such equivalent alternative minimum amount as agreed by the LLDC and the Developer;
<b>"London Plan"</b>	means the London Plan published in March 2021 as revised from time to time;
<b>"London Plan Annual Monitoring Report"</b>	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 document that supersedes such monitoring report;
<b>"Lower Income Cap"</b>	means an annual household income of no more than £55,000 (Indexed);
<b>"Lower Income Cap Units"</b>	means the 25% of Intermediate Housing Units in the locations approved by the LLDC pursuant to paragraph 5.3 of Schedule 6 to be targeted at households with annual incomes that do not exceed the Lower Income Cap, in accordance with the provisions of Schedule 6;
<b>"LVMF"</b>	means the London View Management Framework Supplementary Planning Guidance published by the Mayor of London in March 2012;
<b>"Marketing Commencement Date"</b>	means the date notified by the Developer to the LLDC pursuant to paragraph 5.5 of Schedule 6 from which marketing of the Intermediate Housing Units (if any) can first commence;
<b>"Marketing Period"</b>	means in relation to each Intermediate Housing Unit (if any) the period of three months commencing no earlier than the Marketing Commencement Date and

	no later than the Completion of the Intermediate Housing Unit;
<b>"Material Operation"</b>	has the meaning given in section 56(4) of the 1990 Act;
<b>"Memorandum"</b>	means a memorandum made in accordance with paragraph 7 of <a href="#">Part 1 of Schedule 7</a> ; and paragraph 9 of <a href="#">Part 2 of Schedule 7</a> ;
<b>"Middle Income Cap"</b>	means an annual household income of no more than £60,000 (Indexed);
<b>"Middle Income Cap Units"</b>	means the 25% of Intermediate Housing Units in the locations approved by the LLDC pursuant to paragraph 5.3 of Schedule 6 to be targeted at households with annual incomes that do not exceed the Middle Income Cap, in accordance with the provisions of Schedule 6;
<b>"Mitigation Measures"</b>	means such technological measures as are determined by the Reception Consultant to be reasonably necessary to restore the quality of terrestrial television reception to the affected Surrounding Properties;
<b>"Monitoring Contribution"</b>	means the sum of <b>£2,400</b> (Indexed) to be used by the LLDC towards the costs of monitoring compliance with this Agreement;
<b>"Monitoring Period"</b>	means the period commencing on the date that is six months after first Occupation of the Development and expiring on the date that is five years after first Occupation of the Development <b>PROVIDED THAT</b> monitoring of the usage of long stay cycle parking spaces by residents of the Development shall continue until the date that is 10 years after first Occupation of the Development;
<b>"Moratorium Period"</b>	means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of Schedule 6, the period from (and including) the Date of Deemed Service on the LLDC 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 LLDC);
<b>"National Rent Regime"</b>	means the rent regime under which the social rents of tenants of social housing are set by the Regulator of Social Housing, with particular reference to the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local

Government and the Welfare Reform and Work Act 2016 (as updated from time to time);

**"Non-Open Market Value"**

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

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

**"Occupation"**

means beneficial occupation for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out; decoration or occupation for marketing or display; or occupation in relation to security operations and "**Occupy**", "**Occupied**" and "**Occupier**" shall be construed accordingly;

<b>"Open Market Housing Units"</b>	means the Residential Units in Building S1 which are to be sold or let on the open market and which are not Affordable Housing Units;
<b>"Open Market Value"</b>	<p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, assuming:</p> <ul style="list-style-type: none"> <li>(a) a willing seller and a willing buyer;</li> <li>(b) that prior to the date of valuation (which is to be carried out in accordance with the RICS Valuation Standards) there has been a reasonable period of not less than six months for the marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</li> <li>(c) that each party has acted knowledgeably, prudently and without compulsion,</li> </ul> <p>and excluding any Non-Open Market Value;</p>
<b>"Option"</b>	means the option to be granted to the LLDC (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 9.4 of Schedule 6 for the purchase of the S11 Affordable Housing Units and/or the Additional Affordable Housing Units;
<b>"Our Newham Work"</b>	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);
<b>"Partial Unit Contribution"</b>	means a financial contribution towards offsite Affordable Housing in the LLDC's administrative area payable where an Early Stage 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 3 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 3);

- "Parties"** means the parties to this Agreement and the word **"Party"** shall mean any one of them;
- "Plan 1"** means Drawing No. IQLSZZ-ABA-ZZ-ZZ-DR-AR-011001 appended to this Agreement at Appendix 1 showing the Application Site and IQL South;
- "Plan 2"** means Drawing No. 7398\_SK\_220906 appended to this Agreement at Appendix 1 showing with purple cross-hatching the location of the Site Access s278 Works and the Basement Access s278 Works;
- "Plan 3"** means the plan entitled 'IQL Plot S1/S11 Digital Terrestrial Television Shadow' appended to this Agreement at Appendix 1 showing the area within which Surrounding Properties are situated;
- "Plan 4"** means Drawing No. 7398\_SK\_220905 appended to this Agreement at Appendix 1 showing edged in purple the location of the Publicly Accessible Open Space;
- "Plan 5"** means Drawing Nos. IQLSZZ-ABA-ZZ-01-DR-AR-052001 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052002 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052003 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052004 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052005 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052006 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052007 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052008 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052009 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052010 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052011 PL3, IQLSZZ-ABA-ZZ-01-DR-AR-052021 PL2, IQLSZZ-ABA-ZZ-01-DR-AR-052022 PL2, IQLSZZ-ABA-ZZ-01-DR-AR-052023 PL2, IQLSZZ-ABA-ZZ-01-DR-AR-052024 PL2, IQLSZZ-ABA-ZZ-01-DR-AR-052025 PL2 and IQLSZZ-ABA-ZZ-01-DR-AR-052026 PL2 appended to this Agreement at Appendix 1 showing edged in green the location of the Wheelchair User Units;
- "Plan 6"** means Drawing No. IQLSZZ-ABA-ZZ-ZZ-DR-AR-021003 PL1 appended to this Agreement at Appendix 1 showing the locations of Building S1 and Building S11;
- "Plan 7"** means Drawing No. IQLSZZ-ABA-ZZ-ZZ-DR-AR-021004 appended to this Agreement at Appendix 1 showing the locations of Plot S2 and Plot S10;

<b>"Planning Application"</b>	means the application for full planning permission submitted to the LLDC and given reference number 21/00416/FUL;
<b>"Planning Permission"</b>	means the planning permission that may be granted subject to conditions for the proposals within the Planning Application, the form of which is attached at Appendix 2;
<b>"Plot S2"</b>	means the area edged pink on Plan 7;
<b>"Plot S10"</b>	means the area edged blue on Plan 7;
<b>"Public Subsidy"</b>	means any funding from the LLDC and the GLA together with any additional public subsidy secured by the Developer to support the delivery of the Development;
<b>"Publicly Accessible Open Space"</b>	means the part of the Application Site that is to be publicly accessible in accordance with the provisions of Schedule 2 and which comprises the area shown on Plan 4;
<b>"Reasonable Endeavours"</b>	<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 the 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 (including the importance to the other Parties of the fulfilment of the relevant obligation) may be reasonable to expect:</p> <ul style="list-style-type: none"> <li>(a) in the case of the Developer, of a competent commercial developer in the context of the Development;</li> <li>(b) in the case of the LLDC, of a competent local planning authority acting reasonably in the context of its statutory functions; and</li> <li>(c) in the case of Newham Council, of a competent local highway authority acting reasonably in the context of its statutory functions;</li> </ul>
<b>"Reception Consultant"</b>	means a consultant specialising in matters relating to television reception;
<b>"Regulator of Social Housing"</b>	means the Regulator of Social Housing established under Part 1 of the Housing and Regeneration Act

	2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation;
<b>"Rent Guidance"</b>	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 or such other replacement guidance or direction or legislation;
<b>"Rents and Nominations Agreement"</b>	means the Council's standard rents and nominations agreement, to apply solely in respect of the Social Rented Housing Units;
<b>"Rent Standard"</b>	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2019 issued by the Secretary of State for Housing, Communities and Local Government together with the Policy Statement on Rents for Social Housing published by the Ministry of Housing, Communities and Local Government in 2020 or such other replacement guidance or direction or legislation;
<b>"Requisite Consents"</b>	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders or other consents under the Highways Act 1980, building regulations approvals and/or the obtaining of consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;
<b>"Residential Unit"</b>	means a unit of residential accommodation to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units;
<b>"Review Date"</b>	means the Revised Substantial Implementation Date and the Late Stage Review Date;
<b>"Review Stage GDV"</b>	means the: <ul style="list-style-type: none"> <li>(a) value of all gross receipts from any Sale prior to the relevant Review Date; and</li> <li>(b) the Open Market Value of any Component of the Development that has been Disposed but not Sold prior to the relevant Review Date;</li> </ul>
<b>"Revised Energy Strategy"</b>	means a revised energy strategy for the Development that:

- (a) is substantially in accordance with the planning policy framework in place at the time of submission;
  - (b) explains the steps taken by the Developer to explore the feasibility of a low carbon on-site option instead of connection to the District Energy Network; and
  - (c) sets out any such option or other carbon reduction measures proposed to be implemented by the Developer together with a programme for delivery of the same;
- "Revised Substantial Implementation Date"** means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date;
- "RICS Valuation Standards"** means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published;
- "S11 Affordable Housing"** means 13 1-bed residential dwellings, 35 2-bed residential dwellings and 30 3-bed residential dwellings comprising 251 Habitable Rooms and representing a minimum of 28% by Habitable Room of the Residential Units (and representing an equivalent of 37.4% by Habitable Room when measured on a tenure split in accordance with London Plan policy), to be provided in Building S11 as Affordable Housing Units in accordance with the Affordable Housing Tenure Split and **"S11 Affordable Housing Units"** shall be construed accordingly;
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act;
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act;
- "Sale"** means:
- (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,
- and **"Sold"** shall be construed accordingly;



<b>"Second Reception Survey"</b>	means a further survey to be carried out by the Reception Consultant to reassess the impact of the Development on terrestrial television reception to Surrounding Properties and setting out any proposed Mitigation Measures if required;
<b>"Shell and Core"</b>	means constructed to shell and core finish, meaning wind and watertight with water, electricity and heating services provided to a connection point within the curtilage of the Application Site but not fitted out or decorated;
<b>"Site Access s278 Works"</b>	means the works to be carried out within the public highway shown on Plan 2 and comprising the new junction between the public highway and the new road which is to be constructed to provide vehicular access to the completed Development;
<b>"Social Rented Housing"</b>	means the Affordable Housing for which guideline target rents are determined through the National Rent Regime;
<b>"Social Rented Housing Units"</b>	means the Affordable Housing Units to be made available for Social Rented Housing in accordance with Schedule 6;
<b>"Staircasing"</b>	means the acquisition of additional equity in an Intermediate Housing Unit up to a maximum of 100 per cent equity and <b>"Staircased"</b> shall be construed accordingly;
<b>"Starter Pack"</b>	means a code or voucher to the value of £50 for use by residents of the Development towards Car Club hire costs;
<b>"Stratford City Estate Management Framework"</b>	means the Stratford City Site Wide Strategy of that name approved pursuant to condition C1 of the planning permission granted by the Olympic Delivery Authority on 30 March 2012 and having reference number 10/90641/EXTODA so far as it applies to IQL South and as amended from time to time;
<b>"Stratford Station Improvements Contribution"</b>	means the sum of <b>£250,000</b> (Indexed) to be paid by the Developer to the LLDC as a contribution towards the delivery by Transport for London and/or Network Rail of a new south-western entrance to Stratford station and the relocation the western subway lift (or towards such other scheme or works in the vicinity of the Application Site as may be determined by the LLDC in consultation with TfL and/or Network Rail provided the relevant scheme or works directly benefits the Development);

<b>"Substantial Implementation"</b>	means the occurrence of the following in respect of the Development: <ul style="list-style-type: none"> <li>(a) completion of all ground preparation works for the Development; and</li> <li>(b) completion of the sub-structure of either Building S1 or Building S11 (whichever is the earlier) including the foundations and any basement levels; and</li> <li>(c) completion of the ground floor slab of either Building S1 or Building S11 (whichever is the earlier);</li> </ul>
<b>"Substantial Implementation Long Stop Date"</b>	means the date 30 months from the Grant Date but excluding the Grant Date itself;
<b>"Sums Due"</b>	means all sums due to a Chargee of the S11 Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
<b>"Surrounding Properties"</b>	means properties within areas of potential shadow resulting from the Development from terrestrial television transmitters as shown on Plan 3 which is attached at Appendix 1;
<b>"Target Return"</b>	means the developer profit of 16.48%;
<b>"Travel Plan"</b>	means the travel plans submitted with the Planning Application entitled "Plot S1 Residential Travel Plan" and "Plot S11 Residential Travel Plan" prepared by AECOM dated 3 February 2022;
<b>"Travel Plan Monitoring"</b>	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: <ul style="list-style-type: none"> <li>(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;</li> <li>(b) monitoring of the usage of the car parking which is available for use in the Development; and</li> <li>(c) monitoring of the usage of cycle parking facilities by residents of, visitors to and employees of the Development;</li> </ul>

<b>"Travel Plan Monitoring Contribution"</b>	means the sum of <b>£20,000</b> (Indexed) to be paid by the Developer to the LLDC as a contribution towards the LLDC's costs of monitoring the Travel Plan;
<b>"Travel Plan Monitoring Report"</b>	<p>means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period, such report to include:</p> <ul style="list-style-type: none"> <li>(a) details of trip generation rates;</li> <li>(b) details of mode share and change in mode share over time;</li> <li>(c) details of how effectively the Travel Plan has operated within the previous period;</li> <li>(d) any data and information necessary for the purposes of determining whether or not any modal split targets have been achieved;</li> <li>(e) where the objectives and/or targets specified in the Travel Plan have not been met or are unlikely to be met, a proposed revision to the Travel Plan for approval by the LLDC 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; and</li> <li>(f) any details or data required by the LLDC acting reasonably but only where such details or data relates to relevant matters which were not anticipated in the Travel Plan;</li> </ul>
<b>"Travel Plan Review Period"</b>	means initially the period of six months commencing on first Occupation of the Development and thereafter every six months on a rolling basis until the expiry of the Monitoring Period;
<b>"TV Reception Mitigation Payment"</b>	means a sum equivalent to the estimated cost of carrying out the Mitigation Measures required for the relevant Surrounding Properties;
<b>"Updated Build Costs"</b>	<p>means the sum of:</p> <ul style="list-style-type: none"> <li>(a) Actual Build Costs; and</li> <li>(b) Estimated Build Costs;</li> </ul>
<b>"Updated GDV"</b>	<p>means the sum of:</p> <ul style="list-style-type: none"> <li>(a) Estimated GDV; and</li> <li>(b) Review Stage GDV;</li> </ul>

<b>"Utility Undertaker"</b>	means any provider of gas, electricity, energy, water, sewage, heating, cooling or telecommunications services occupying premises within the Application 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 Application Site;
<b>"VAT"</b>	means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it);
<b>"Viability Review"</b>	means the Early Stage Review and the Late Stage Review;
<b>"Viability Review Submission"</b>	means the Early Stage Review Submission and the Late Stage Review Submission or either one of them as the context requires;
<b>"Viewing Location"</b>	means Assessment Point 9A.1 at King Henry VIII's Mound in Richmond Park as defined in Appendix B to the LVMF;
<b>"Visual Impact Verification Study"</b>	means a study undertaken by the Developer in accordance with the methodology described in the LVMF to demonstrate that the Development will not extend beyond the silhouette of the dome of St. Paul's Cathedral in the background of the view of St Paul's Cathedral from the Viewing Location;
<b>"Westfield Avenue Contribution"</b>	means the sum of <b>£1,000,000</b> (Indexed) to be paid by the Developer to the LLDC as a contribution towards the Westfield Avenue Enhancement Works (or as may otherwise be applied by the LLDC in accordance with paragraph 11 of Schedule 1);
<b>"Westfield Avenue Enhancement Works"</b>	means enhancement works to reduce the carriageway width of Westfield Avenue (which adjoins the Application Site) from four lanes to two lanes and to use the former vehicle lanes for additional public realm and improved walking and cycling facilities;
<b>"Wheelchair User Units"</b>	means 10% of the S11 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; and
<b>"Working Day"</b>	means a day other than a Saturday or Sunday or public holiday in England or the period between 24

December (in one year) and 1 January (in the next year) inclusive.

1.2 In this Agreement:

1.2.1 unless otherwise indicated, reference:

- (a) to any clause, Schedule or Appendix is to the relevant clause of or schedule or appendix to this Agreement;
- (b) to any paragraph is to the relevant paragraph of a Schedule to this Agreement;
- (c) within a Schedule to a paragraph is to the relevant paragraph of that Schedule; and
- (d) to any Recital is to a recital to this Agreement;

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;

**SAVE THAT** any reference in this Agreement to a 'use class' shall be construed as a reference to such use class as stated in the Town and Country Planning (Use Classes) Order 1987 in force as at the date of this Agreement and such construction shall not be affected by changes to that Order after that date;

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

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

1.2.5 references to the Application Site and the Publicly Accessible Open Space include any part of the Application Site and the Publicly Accessible Open Space respectively;

1.2.6 save where expressly provided in this Agreement, references to the LLDC shall comprise the London Legacy Development Corporation in its capacity as local planning authority and, where the London Legacy Development Corporation ceases to be the local planning authority for the area in which

the Application Site is situated, shall include its successors to the functions of the local planning authority;

- 1.2.7 save where expressly provided in this Agreement, references to Newham Council shall comprise Newham Council in its capacity as local highway authority and, where Newham Council ceases to be the local highway authority for the area in which the Application Site is situated, shall include its successors to the functions of the local highway authority;
- 1.2.8 references to the Freeholder and the S1/S11 Tenant include:
- (a) persons deriving title from them;
  - (b) persons claiming through or under them an interest or estate in the Application Site; and
  - (c) their successors, assigns, transferees;
- 1.2.9 references to the Developer include:
- (a) the Freeholder and the S1/S11 Tenant; and
  - (b) the persons listed in clause 1.2.8 (a)–(c);
- 1.2.10 "including" means "including without limitation";
- 1.2.11 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;
- 1.2.12 unless otherwise indicated, words importing persons include firms, companies, other corporate bodies or legal entities and vice versa; and
- 1.2.13 words denoting an obligation on a Party to do any act, matter or thing include an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of such restriction.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable the legality, validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement there is any reference to an expression of satisfaction, certificate, approval, agreement or other Consent to be given or made by the LLDC or Newham Council then such expression of satisfaction, certificate, approval, agreement or other Consent shall be requested in writing and the LLDC or Newham Council (as the case may be) shall not unreasonably withhold or delay the giving or making of the same.
- 1.6 Where in this Agreement any matter is referred to dispute resolution under clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding

on the Parties and such findings shall be deemed to constitute the required Consent for the purposes of this Agreement.

- 1.7 The Freeholder and the S1/S11 Tenant covenant to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement.

## 2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to:

- 2.1.1 section 106 of the 1990 Act;
- 2.1.2 section 1 of the 2011 Act;
- 2.1.3 section 111 of the Local Government Act 1972;
- 2.1.4 section 16 of the Greater London Council (General Powers) Act 1974; and
- 2.1.5 all other powers so enabling.

- 2.2 The LLDC is the local planning authority having the power to enforce the planning obligations contained in this Agreement.

- 2.3 Subject to clauses 2.4, 2.6, 2.7, 2.9, 2.10 and 2.11, the obligations, covenants and undertakings on the part of the Developer in Schedule 1 to Schedule 8 are planning obligations pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Freeholder's and the S1/S11 Tenant's respective interests in the Application Site and with the intent that they shall be enforceable by the LLDC not only against the Freeholder and the S1/S11 Tenant but also against any successors in title to or assigns of or transferees of either of them and/or any person claiming through or under the Freeholder and/or the S1/S11 Tenant an interest or estate in the Application Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

- 2.4 Notwithstanding clause 1.2.8, the obligations contained within this Agreement shall not be binding upon nor enforceable against:

- 2.4.1 a Utility Undertaker;
- 2.4.2 the individual occupiers or tenants in occupation of commercial premises at the Development; nor
- 2.4.3 the individual occupiers or tenants in occupation of the Residential Units at the Development except for clause 4.4.1 and paragraph 4.1 of Schedule 6 which shall be enforceable against such persons.

- 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 LLDC 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 his interest in the Application Site or his interest in that part of the Application Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 Notwithstanding clause 1.2.8, no obligation, covenant or undertaking in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Application Site nor any receiver appointed by such chargee or mortgagee nor any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into actual possession of the Application Site or part thereof to which such obligation, covenant or undertaking relates.
- 2.8 The LLDC shall request registration of this Agreement as a local land charge by Newham 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 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 2.11 In the event that the LLDC agrees pursuant to an application under section 73 of the 1990 Act to any variation or discharge of any condition of the Planning Permission or if any such condition is varied or discharged following an appeal under section 78 of the 1990 Act then the covenants and provisions of this Agreement shall be deemed to bind the varied permission and shall apply in equal terms to the new planning permission save where the LLDC or the Secretary of State (as the case may be) in determining such application or appeal determines that consequential amendments are required to this Agreement and in such circumstances a modification of this Agreement shall be required in accordance with section 106A of the 1990 Act.
- 2.12 It is agreed and declared by the Parties that if the Development is to be delivered as a Build to Rent Development then:
- a) the Developer shall serve written notice on the LLDC as soon as reasonably practicable and in any event prior to Commencement of the Development to declare that the Development is to be delivered as a Build to Rent Development (the "Build to Rent Notice"); and
- b) the provisions in Part 2 of Schedule 7 of this Agreement shall apply and the provisions in Part 1 of Schedule 7 shall cease to have any effect.
- In the event that the Developer fails to serve the Build to Rent Notice on the LLDC in accordance with clause 2.12(a) prior to Commencement of the Development the provisions in Part 2 of Schedule 7 shall not apply and the provisions in Part 1 of Schedule 7 shall continue to have effect.



3. **CONDITIONALITY**

- 3.1 Subject to clauses 3.2 and 3.3, this Agreement is conditional upon and shall not take effect until:
- 3.1.1 the LLDC has granted the Planning Permission; and
  - 3.1.2 the Commencement Date has occurred.
- 3.2 Notwithstanding clause 3.1, this clause 3 and clauses 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19 and 20 shall take effect immediately on the date of this Agreement.
- 3.3 Notwithstanding clause 3.1, clause 4 shall take effect immediately upon the grant of Planning Permission, but only insofar as it relates to paragraphs 1 and 14 of Schedule 1, paragraph 1 of Schedule 3, the whole of Schedule 5, and paragraph 1.1 of Schedule 6.

4. **THE DEVELOPER'S COVENANTS**

- 4.1 The Developer covenants with the LLDC that it will:
- 4.1.1 perform and comply with the obligations, covenants and undertakings on the part of the Developer contained in the clauses of this Agreement and in Schedule 1 to Schedule 8; and
  - 4.1.2 not encumber nor otherwise deal with its interest in the Application Site nor any part or parts thereof in any manner whereby the obligations, covenants and undertakings on the part of the Developer contained in this Agreement would be impossible to perform.
- 4.2 The Developer covenants with Newham Council that it shall perform and comply with the obligations, covenants and undertakings on the part of the Developer contained in Schedule 3 and paragraphs 1 to 3 of Schedule 1 and the Parties hereby agree that Newham Council shall not be entitled to enforce any other obligations, covenants and undertakings on the part of the Developer contained in this Agreement.
- 4.3 The Developer covenants with the LLDC that it will notify the LLDC of the anticipated date of first Occupation of the Development within 7 Working Days of the Commencement Date and will notify the LLDC of any revised anticipated date of first Occupation of the Development from time to time.
- 4.4 The Developer covenants with the LLDC and Newham Council that:
- 4.4.1 it shall not apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the life of the Development unless otherwise agreed by Newham Council or unless the Developer becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970;
  - 4.4.2 any premises at the Application Site let by the Developer to a tenant shall not be Occupied unless the covenant set out in clause 4.4.1 is contained in the lease for those premises;

- 4.4.3 it shall use Reasonable Endeavours to enforce the covenant set out in clause 4.4.1 against the relevant tenant in the event it is breached; and
- 4.4.4 it shall not let to any person or Occupy or allow any person and/or company to Occupy any premises at the Application Site unless a notice has been served on such person and/or company that the covenant set out at clause 4.4.1 is contained in the relevant lease and therefore such person shall not be entitled (unless otherwise agreed by Newham Council or unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted an on-street parking permit to park a vehicle on the public highway.

## 5. THE LLDC'S COVENANTS WITH THE DEVELOPER

### 5.1 The LLDC covenants with the Developer that it will:

- 5.1.1 perform and comply with the obligations, covenants and undertakings on the part of the LLDC contained in this Agreement;
- 5.1.2 apply all sums received from the Developer under the terms of this Agreement only for the purposes specified in this Agreement for which they are paid;
- 5.1.3 not more than once each calendar year provide such evidence to the Developer as it shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under the terms of this Agreement;
- 5.1.4 pay to the Developer (or to the person who made the relevant payment if not the Developer) such amount of any sum received from the Developer (or other such payor, as relevant) under the terms of this Agreement which has not been expended within ten years of the date of receipt by the LLDC together with interest if any has been accrued; and
- 5.1.5 in the event that the Planning Permission is quashed following successful legal challenge, pay to the Developer (or to the person who made the relevant payment if not the Developer) any sum received from the Developer (or other such payor, as relevant) under the terms of this Agreement which has not been expended or committed to be expended SAVE THAT this sub-clause 5.1.5 shall not apply to any sums paid under clause 14.

## 6. NEWHAM COUNCIL'S COVENANTS WITH THE DEVELOPER

### 6.1 Newham Council covenants with the Developer that it shall:

- 6.1.1 perform and comply with the obligations, covenants and undertakings on the part of the Newham Council contained in this Agreement;
- 6.1.2 apply all sums received from the Developer under the terms of this Agreement only for the purposes specified in this Agreement for which they are paid;

- 6.1.3 provide such evidence to the Developer as it shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under the terms of this Agreement;
- 6.1.4 pay to the Developer (or to the person who made the relevant payment if not the Developer) such amount of any sum received from the Developer under the terms of this Agreement which has not been expended within five years of the date of receipt by Newham Council together with interest if any has accrued; and
- 6.1.5 in the event that the Planning Permission is quashed following successful legal challenge, pay to the Developer (or to the person who made the relevant payment if not the Developer) any sum received from the Developer under the terms of this Agreement which has not been expended SAVE THAT this sub-clause 6.1.5 shall not apply to any sums paid under clause 14.

**7. NOTICES**

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

**LLDC:**

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

For the attention of: Anthony Hollingsworth

**Newham Council:**

Address: Inclusive Economy and Housing  
Planning & Development Service  
London Borough of Newham  
Newham Docks  
1000 Docks Road

London E16 2QU

For the attention of: Director of Planning & Development, c/o Developer  
Contributions Team

**The S1/S11 Tenant:**

Address: 5 Merchant Square  
Level 9  
London  
W2 1BQ

For the attention of: Company Secretary

With a copy to: Herbert Smith Freehills LLP  
Exchange House  
Primrose Street  
London EC2A 2EG

For the attention of: Head of Planning Law

**The Freeholder:**

Address: 5 Merchant Square  
Level 9  
London  
W2 1BQ

For the attention of: Project Director – International Quarter London

With a copy to: Herbert Smith Freehills LLP  
Exchange House  
Primrose Street  
London EC2A 2EG

For the attention of: Head of Planning Law

7.3 Any notice or other written communication to be given by the LLDC or Newham Council shall be deemed valid and effectual if on its face it is signed on behalf of the LLDC or Newham Council (as the case may be) by an officer or duly authorised signatory.

7.4 Where the Developer serves any notice in accordance with Clause 7.1 a further copy shall also be issued as soon as reasonably practicable by email as follows:

7.4.1 to the LLDC: AnthonyHollingsworth@londonlegacy.co.uk; and

7.4.2 to Newham Council: planningobligations@newham.gov.uk.

8. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

- 8.1 The Developer shall monitor and keep a written record of its compliance with the obligations, covenants, undertakings and other provisions contained in this Agreement including all correspondence and notices from the LLDC in relation to the same and shall make such records available to the LLDC upon request.
- 8.2 Subject to the Developer's compliance with clause 8.1 and clause 8.7 and 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 or any condition attached to the Planning Permission has been complied with wholly or in part, the Developer shall be entitled to apply to the LLDC for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied or condition has been complied with (wholly or in part), the LLDC shall as soon as reasonably practicable issue a written notification to such effect.
- 8.3 A notification pursuant to clause 8.2 may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied or condition has been complied with in relation to part of the Application Site.
- 8.4 Where in the opinion of the LLDC, any obligation, covenant, undertaking or other provision on the part of the LLDC contained in this Agreement has been satisfied wholly or in part, the LLDC 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 written notification to such effect.
- 8.5 A notification pursuant to clause 8.4 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 Application Site.
- 8.6 The Developer shall pay the LLDC's reasonable administrative and legal costs in its performance of its obligations under clause 8.2 and clause 8.3.
- 8.7 If the Developer makes an application to LLDC under clause 8.2 it shall include with that application all of the relevant information referred to in clause 8.1 that evidences the Developer's compliance.

9. **DISPUTE RESOLUTION**

- 9.1 In the event of any Dispute arising between the Parties, the same may be referred to an Expert for determination by any Party notifying the other Parties of such intention (the "Notice").
- 9.2 The Notice must specify:
- 9.2.1 the nature, basis and brief description of the Dispute;
  - 9.2.2 the clause of this Agreement or paragraph of a Schedule to this Agreement in respect of which the Dispute has arisen; and
  - 9.2.3 the proposed Expert.

9.3 The Expert shall be an independent person of at least 10 years standing in the area of expertise relevant to the Dispute and in the event that the Parties are unable to agree who should be appointed as the Expert within 10 Working Days after the date of the Notice then any Party may request:

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

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

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

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

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

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

9.5 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical 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 and that he is to have particular regard to the 1990 Act in reaching his decision.

9.6 The Expert shall be required to give notice to each of the parties to the Dispute inviting each of them to submit to him within 20 Working Days or such other period as he may specify from the date of his appointment written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further 10 Working Days in respect of any such submission and material.

#### 10. **NO WAIVER**

10.1 No waiver (whether expressed or implied) by the LLDC of any breach or default by the Developer in performing or complying with any of the Developer's obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LLDC 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.

10.2 No waiver (whether expressed or implied) by the Developer of any breach or default by the LLDC or Newham Council in performing or complying with any of their respective obligations, covenants or undertakings contained in this Agreement shall

constitute a continuing waiver and no such waiver shall prevent the Developer from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the LLDC or Newham Council.

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

11.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations, covenants and undertakings contained in this Agreement.

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

12.1 Except for those persons identified in clauses 2.4 and 2.7 (insofar as such persons seek to enforce or rely on those clauses), a person who is not a party to this Agreement shall not have any rights under the 1999 Act to enforce any term of this Agreement.

**13. MONITORING COSTS**

13.1 The Developer agrees that it will on completion of this Agreement pay the Monitoring Contribution to the LLDC.

**14. LEGAL COSTS**

14.1 The Developer agrees that it will on completion of this Agreement pay the LLDC's reasonable legal costs (including VAT on those costs, but only to the extent such VAT is not recoverable, whether by way of set off or otherwise, by the LLDC) properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the LLDC in relation to the negotiation and completion of this Agreement)

14.2 The Developer agrees that it will on completion of this Agreement pay Newham Council's reasonable legal costs properly incurred in the negotiation and completion of this Agreement

**15. INDEXATION**

15.1 Unless otherwise indicated in this Agreement, all payments and financial contributions to be paid pursuant to this Agreement will be increased (and not decreased) by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date payment is due.

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

**16. INTEREST**

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

17. **VAT**

17.1 Save where otherwise provided, all sums and amounts referred to in this Agreement are exclusive of VAT (if any) due or payable in any circumstances.

17.2 If any VAT is at any time chargeable on any supply made by the LLDC or Newham Council under or pursuant to this Agreement, the Developer shall pay the other an amount equal to that VAT as additional consideration.

18. **COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010**

18.1 The Parties agree that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the tests in regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

19. **JURISDICTION AND LEGAL EFFECT**

19.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

19.2 The provisions of this Agreement (other than this clause 19.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

20. **EXECUTION**

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

**IN WITNESS** whereof the Parties hereto have executed this Agreement as a deed the day and year first above written



## SCHEDULE 1

### TRANSPORT, ENERGY AND INFRASTRUCTURE IMPROVEMENTS

#### Highways Agreement

1. The Developer and Newham Council will use Reasonable Endeavours to enter into the Highways Agreement prior to the Commencement Date.
2. Paragraph 1 shall cease to apply in relation to the Site Access s278 Works in the event that an agreement is entered into under section 278 of the Highways Act 1980 (and under any other relevant enabling powers) by a person other than the S1/S11 Tenant or the Freeholder and which provides for the construction of the Site Access s278 Works (with or without other works) by that other person.
3. Unless otherwise agreed in writing by the LLDC, the Development shall not be Occupied unless and until the Site Access s278 Works and the Basement Access s278 Works have been Completed and are available for use by the public.

#### Stratford Station Improvements

4. The Developer covenants to pay the Stratford Station Improvements Contribution to the LLDC prior to any Above Ground Works.
5. The Developer will not carry out any Above Ground Works until the Stratford Station Improvements Contribution has been paid to the LLDC.

#### Westfield Avenue Contribution

6. The Developer covenants to pay the Westfield Avenue Contribution to the LLDC prior to any Above Ground Works.
7. The Developer will not carry out any Above Ground Works until the Westfield Avenue Contribution has been paid to the LLDC.
8. Subject to paragraph 11, the LLDC agrees to the following obligations in relation to the evaluation and design of the Westfield Avenue Enhancement Works:
  - 8.1 following receipt by the LLDC of the Westfield Avenue Contribution, the LLDC shall as soon as reasonably practicable undertake the evaluation and design of the Westfield Avenue Enhancement Works and provide a copy of the draft detailed drawings, specifications and estimated costs for the Westfield Avenue Enhancement Works to the Developer;
  - 8.2 the Developer shall, within 10 Working Days of receipt of the draft detailed drawings, specifications and estimated costs for the Westfield Avenue Enhancement Works, have the opportunity (acting reasonably) to provide comments thereon to the LLDC;
  - 8.3 the LLDC shall have due regard to any such comments (to the extent the same are reasonable);

- 8.4 the LLDC shall not be required to incorporate any comments of the Developer which, in its reasonable opinion, would compromise the exercise of any statutory duty or power to which it is subject or on grounds which the LLDC considers reasonable;
  - 8.5 if the Developer provides comments within the timescale set out above, the LLDC will provide the Developer with a further draft of the detailed drawings, specifications and costs for the Westfield Avenue Enhancement Works as soon as reasonably practicable; and
  - 8.6 the process referred to in paragraphs 8.2 to 8.5 shall be repeated until the LLDC in its absolute discretion (acting reasonable) considers that no further design changes are required in respect of the Westfield Avenue Enhancement Works.
9. In undertaking the decision-making processes referred to in paragraphs 8.2 to 8.5, the LLDC shall consult with Newham Council.
  10. In the event that the Developer does not provide the LLDC with comments on the initial draft detailed drawings, specifications and costs within the time period set out in paragraph 8.2, the detailed drawings, specifications and costs for the Westfield Avenue Enhancement Works will be deemed to be agreed by the Developer on the expiry of that time period.
  11. In the event that at any time the LLDC determines not to bring forward the Westfield Avenue Enhancement Works, the LLDC shall serve notice on the Developer to that effect and thereafter may use the Westfield Avenue Contribution to fund projects and schemes to improve connections to the Application Site through Westfield Avenue, and in such circumstances the provisions of paragraphs 8, 9, and 10 shall apply *mutatis mutandis* to any such alternative proposals.

#### **Car Club**

12. 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 of the Development.
13. 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.

#### **Construction Transport Management Group**

14. Subject to the LLDC accepting the Developer as a member, the Developer will become a member of the Construction Transport Management Group prior to the Commencement Date and the Development shall not Commence until the Developer has become a member and the Developer will remain a member until the Completion of the Development or until the Construction Transport Management Group ceases to exist, whichever is the sooner.

15. Following confirmation of its membership of the Construction Transport Management Group, the Developer will procure that a representative of the Developer attends each meeting of the Construction Transport Management Group, subject to receiving at least one week's notice of each such meeting and subject to there not being more than twelve such meetings in any year.

#### **Construction Transport Management Contribution**

16. The Developer will pay the Construction Transport Management Contribution to the LLDC on the Commencement Date.

#### **District Energy Network**

17. The Developer will use Reasonable Endeavours to connect the Development to the District Energy Network (including using Reasonable Endeavours to obtain all Requisite Consents) and if all such Requisite Consents are obtained it shall connect the Development to the District Energy Network.
18. In the event that, despite using Reasonable Endeavours to satisfy the obligations contained in paragraph 17, the Developer is unable to connect the Development to the District Energy Network for any reason, then the Developer will:
  - 18.1 provide a written report to the LLDC outlining the steps the Developer has taken to satisfy the obligations contained in paragraph 17;
  - 18.2 submit a Revised Energy Strategy to the LLDC for approval;
  - 18.3 be released from its obligations contained in paragraph 17 with effect from the date of the LLDC's approval of the Revised Energy Strategy; and
  - 18.4 implement the Revised Energy Strategy as approved.

#### **Carbon Offset Contribution**

19. The Developer covenants to pay the Carbon Offset Contribution to the LLDC prior to first Occupation of the Development as calculated in accordance with the following formula:

$$\text{Carbon Offset Contribution} = R \times Y \times Z$$

where:

**R** is the Development's annual regulated carbon dioxide emissions (measured to the nearest tonne of carbon dioxide) calculated using the methodology in Part L of the Building Regulations 2013 remaining after the implementation of the carbon reduction measures identified in the Energy Strategy or the Revised Energy Strategy (as the case may be) or, in the event that a revised assessment of annual regulated carbon dioxide emissions of the completed Development is provided pursuant to paragraph 20, the alternative carbon reduction measures identified in that subsequent revised assessment;

**Y** is the number of years for which the contribution is payable, being 30 years; and

Z is the cost of carbon per tonne taken from Policy SI2 of the London Plan, being £95 per tonne of carbon dioxide,

and which is estimated as at the date of this Agreement to be £663,195.

20. The Developer shall not Occupy or permit first Occupation of the Development until it has confirmed that the carbon reduction measures identified in the Energy Strategy or the Revised Energy Strategy (as the case may be) have been implemented or shall undertake and submit to the LLDC a revised assessment of the Development's annual regulated carbon dioxide emissions (measured to the nearest tonne of carbon dioxide) which it is calculated will be achieved by the implementation of alternative carbon reduction measures ("R" in the formula in paragraph 19).

## SCHEDULE 2

### PUBLIC ACCESS

1. The Developer shall not Occupy the Development until the Publicly Accessible Open Space has been provided in accordance with the Planning Permission and has been made available in accordance with paragraph 3.
2. The Developer covenants that following completion and first opening of the Publicly Accessible Open Space it shall be managed and maintained throughout the life of the Development in accordance with the Stratford City Estate Management Framework (or in accordance with such Alternative Public Realm Management Plan as may be proposed by the Developer and approved by the LLDC in writing from time to time).
3. Subject to the permitted closures described in paragraph 4 ("**Permitted Closure**") and unless otherwise agreed by the LLDC (in consultation with Newham Council), upon completion of the Publicly Accessible Open Space the Developer shall permit the general public to have step-free access, free of charge, over the Publicly Accessible Open Space on foot, wheelchair and bicycle 24 hours a day for the lifetime of the Development.
4. The Developer will be entitled to close the Publicly Accessible Open Space (or any part of it) for any of the following reasons:
  - 4.1 with the prior written approval of the LLDC where the LLDC is satisfied that such temporary closure is necessary in the interest of public safety or is required for the purposes of essential maintenance, repair, cleansing, renewal or resurfacing works within the Public Accessible Open Space in question or for any other reasonable and proper purpose;
  - 4.2 with the prior written approval of the LLDC where the LLDC is satisfied that such temporary closure is necessary for the purposes of carrying out works of construction (including development or redevelopment or for the placing or replacing of underground services) on the Application Site or adjoining land, including the closure of the area shaded orange on Plan 4 where required in connection with the redevelopment of Plot S2 or Plot S10;
  - 4.3 temporary closure in the case of emergency where such closure is reasonably necessary in the interests of public safety or otherwise for reasons of public safety; or
  - 4.4 closure for a maximum of two days per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law,

**PROVIDED ALWAYS THAT** the Developer shall minimise the duration of any Permitted Closure and where the prior written approval of the LLDC is required then the Developer shall apply for such approval not less than three days prior to the date that the relevant closure is to commence (and in the event of any closure pursuant to paragraph 4.2 the Developer shall apply not less than 28 days prior to the date that the relevant closure is to commence).

5. The Developer shall not without the LLDC's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or

restrict, or would have the effect of preventing or restricting, pedestrian access over the Publicly Accessible Open Space.

6. The Parties agree that the Publicly Accessible Open Space will remain privately owned land maintained and managed by the Developer and will not be adopted or otherwise treated as public realm.
7. The Developer will be entitled to remove from the Publicly Accessible Open Space any persons engaging in or suspected of engaging in crime or disorderly behaviour.
8. In the event that a Material Operation comprised within the authorised development on Plot S10 and/or Plot S2 occurs during the undertaking of the works to deliver the Publicly Accessible Open Space then details showing any proposed phasing of the delivery of the Publicly Accessible Open Space shall be provided when submitting the request for LLDC's prior written approval in accordance with paragraph 4.2.
9. In each instance and as soon as practicable after the relevant works have been completed in accordance with paragraph 4.2, the area shaded orange on Plan 4 which has been temporarily closed shall be restored as Publicly Accessible Open Space.
10. In the event that the carrying out of development on the Application Site authorised by any planning permission or other consent granted after the date of this Agreement requires the closure of part or the whole of the Publicly Accessible Open Space, the obligations set out above relating to the Publicly Accessible Open Space shall cease to apply (or shall be varied or modified to the extent permitted by the relevant permission or consent) upon the commencement of the development authorised by that planning permission or consent that so requires such closure.

**SCHEDULE 3**  
**EMPLOYMENT AND TRAINING**

**Delivery Plans**

1. The Developer will submit a delivery plan to Newham Council setting out the proposed actions and approach to achieving the targets and requirements specified in this Schedule 3 during the Construction Period no later than three months before the anticipated Commencement Date.
2. The Developer and Newham Council will establish a working group to implement, monitor and review the delivery plans referred to in paragraph 1, such working group to meet on a monthly basis with effect from the Commencement Date until the first anniversary of first Occupation of the Development.
3. The Developer will identify a named individual (who may be a different person during the construction and operation of the Development respectively) who will attend meetings of the working group established pursuant to paragraph 2.
4. Newham Council will identify a named individual who will attend meetings of the working group established pursuant to paragraph 2.
5. The Developer and Newham Council may invite representatives of such other organisations as they may from time to time agree to attend meetings of the working group established pursuant to paragraph 2.
6. The costs of the working group established pursuant to paragraph 2 will be funded by the Developer.

**Employment**

7. The Developer will use Reasonable Endeavours to, and will use Reasonable Endeavours to procure that its contractors and sub-contractors (in respect of vacancies and jobs arising from the construction of the Development) use Reasonable Endeavours to, ensure that:
  - 7.1 at least 30% of the construction workforce are from a black, Asian or minority ethnic background;
  - 7.2 at least 10% of the construction workforce are women;
  - 7.3 at least 5% of the construction workforce are disabled;
  - 7.4 all construction job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
  - 7.5 Local Labour and Business Schemes are notified of all construction job vacancies arising from the Development;
  - 7.6 the recruitment of persons living in the Growth Boroughs accounts for 30% of the construction jobs arising from the Development; and

- 7.7 work-based learning opportunities are provided at the Development, including not less than 5% of all construction jobs at the Development shall be Apprentice Opportunities (50% of which shall be persons living in the Growth Boroughs),

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

8. To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall provide local agencies with early information relating to availability of vacant space within the Development.

#### **Our Newham Work**

9. To the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer will use Reasonable Endeavours to, and will use Reasonable Endeavours to procure that its contractors and sub-contractors (in respect of construction jobs) use Reasonable Endeavours to:
- 9.1 advertise all appropriate construction job vacancies and apprenticeships arising from the Development with Our Newham Work, who will share details of those vacancies or apprenticeships with other job brokerages in the Growth Boroughs;
  - 9.2 notify Our Newham Work of all appropriate construction job vacancies arising from the Development with advance notice of quantum as soon as the information is available;
  - 9.3 identify a single point of contact in the Developer's team who will work with Our Newham Work to promote local employment opportunities arising from the construction of the Development; and
  - 9.4 during the Construction Period, establish or identify a suitable forum to enable Our Newham Work to promote their service to on-site contractors,

**PROVIDED THAT** the Developer's obligations in this paragraph 9 shall be subject to the Developer's obligations in paragraph 7 and nothing in this paragraph 9 shall prevent the Developer from complying with paragraph 7 nor from advertising job vacancies and apprenticeships arising from the construction of the Development itself or with anyone else.

#### **Supply Chain Opportunities**

10. The Developer will work with Our Newham Work to engage with local businesses to improve their ability to take advantage of supply chain opportunities arising from the construction of the Development within reasonable commercial and legal terms.

#### **Education Commitments**

11. During the Construction Period, the Developer will contribute to work programmes with schools around careers information, education and guidance, work-related learning, enterprise education and mentoring in accordance with arrangements to be agreed in advance by the Developer and Newham Council.



### **London Living Wage**

12. The Developer will use Reasonable Endeavours to procure that its contractors and sub-contractors (in respect of construction jobs) pay their staff not less than the London Living Wage.
13. The Developer will use Reasonable Endeavours to procure that its tenants of the Commercial Units (in respect of end user jobs) pay their staff not less than the London Living Wage.

### **Monitoring**

14. The Developer will provide monitoring reports in writing to Newham Council showing performance against each of the targets and commitments set out in this Schedule 3, each report to include details of the existing workforce and recruitment since the previous report.
15. The frequency of the monitoring reports required by paragraph 14 shall be once every six months during the Construction Period.

## SCHEDULE 4

### TELEVISION AND DLR RADIO RECEPTION

#### Television Reception

1. Prior to Commencement of the Development, the Developer will appoint the Reception Consultant.
2. No Above Ground Works will be carried out until the First Reception Survey has been submitted to and approved by the LLDC.
3. In the event that at any time during the period expiring on the date which is one year from the Completion of the Development:
  - 3.1 more than 10 complaints are received by the Developer or the LLDC in relation to the Development from occupiers of the Surrounding Properties regarding a deterioration in terrestrial television reception; and
  - 3.2 the Reception Consultant considers it reasonable in his opinion to carry out a Second Reception Survey as a result of the receipt of those complaints,then the Developer will commission the Reception Consultant to carry out a Second Reception Survey within one month of receipt of the Reception Consultant's opinion pursuant to paragraph 3.2, and will submit that Second Reception Survey to the LLDC for approval.
4. In the event that the results of the Second Reception Survey identify a material deterioration in terrestrial television reception to any Surrounding Properties since the date of the First Reception Survey, and such deterioration is in the reasonable opinion of the Reception Consultant attributable to the Development, the Developer will either:
  - 4.1 deliver the Mitigation Measures; or
  - 4.2 pay the TV Reception Mitigation Payment to the owner(s) or occupier(s) of the affected properties as nominees of the LLDC.

#### DLR Radio Reception

5. No Above Ground Works will be carried out until a survey of Docklands Light Railway radio signal reception has been submitted to and approved by the LLDC.
6. The Developer will carry out surveys to assess any impact of the Development on Docklands Light Railway radio signal reception:
  - 6.1 following the commencement of Above Ground Works, once a year during the remainder of the Construction Period; and
  - 6.2 within three months following the date of Completion of the Development.
7. The Developer will submit the results of each survey carried out pursuant to paragraph 6 to the LLDC within 28 days of the end of the relevant period specified in paragraph 6.1 or paragraph 6.2.

8. In the event that any survey carried out pursuant to paragraph 6 identifies (in the reasonable opinion of the consultant who carried out the survey) a material degradation in radio signal reception since the survey submitted to the LLDC pursuant to paragraph 5 which is attributable to the Development, the Developer will be responsible for the reasonable costs incurred by Docklands Light Railway Limited (or its successor undertaking) of any "infills" reasonably necessary to restore the radio signal reception to its previous level as evidenced in the survey submitted to the LLDC pursuant to paragraph 5 and for the purposes of this paragraph 8 the LLDC agrees in the interests of administrative efficiency for Docklands Light Railway Limited's costs to be paid directly to them.

## SCHEDULE 5

### DESIGN

#### Design Team Statement

1. No Design Application will be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
2. Without prejudice to paragraph 1, the Developer shall also submit a Design Team Statement to the LLDC prior to Commencement of the Development and thereafter every six months during the Construction Period until the date of Completion of the Development.

#### Design Monitoring Costs

3. 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 4 will apply.
4. If this paragraph 4 applies, the Developer will:
  - 4.1 as soon as reasonably practicable following such cessation of retention of the relevant Architect inform the LLDC of the same; and
  - 4.2 within 20 Working Days of a demand from the LLDC (which demand the LLDC shall make as soon as reasonably practicable if this paragraph 4 applies) pay to the LLDC the relevant Design Monitoring Costs so demanded (to which paragraph 5 will apply).
5. It is hereby acknowledged and agreed that:
  - 5.1 any such Design Monitoring Costs payable pursuant to paragraph 4.2 may relate to staff employed directly by the LLDC or to third party consultants appointed by it;
  - 5.2 the LLDC may make more than one demand for Design Monitoring Costs pursuant to paragraph 4.2; and
  - 5.3 when the LLDC notifies the Developer of the amount of the Design Monitoring Costs to be paid pursuant to a demand made under paragraph 4.2 it will also provide a detailed breakdown setting out how the amount requested has been calculated and how it is to be spent,

**PROVIDED THAT** the total amount payable (in aggregate) to the LLDC in Design Monitoring Costs pursuant to this Schedule 5 shall not exceed **£100,000** (Indexed).

#### Restriction on Development

6. No Development will be Commenced until the Developer has either:

- 6.1 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
  - 6.2 (if paragraph 4 applies prior to Commencement) paid the first instalment of the Design Monitoring Costs to the LLDC in accordance with paragraph 4.2 PROVIDED THAT a demand for that sum has been made by the LLDC in accordance with paragraph 4 prior to Commencement.
7. No Development will 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 7).

**Commercial Units**

8. The Developer will construct all Commercial Units to Shell and Core.

**St Paul's Background Verification Study**

9. The Developer will prepare a Visual Impact Verification Study of the view of the Development from the Viewing Location and submit a copy of the Visual Impact Verification Study to the LLDC for approval prior to the Commencement Date.
10. The Visual Impact Verification Study carried out pursuant to paragraph 9 must demonstrate that no part of the Development will appear in the background of the view of St Paul's Cathedral from the Viewing Location and that the Development will not encroach beyond the silhouette of the dome of St Paul's Cathedral in such view.
11. No Development will be Commenced until the LLDC has approved the Visual Impact Verification Study and the Development shall be carried out in accordance with the design set out in the approved Visual Impact Verification Study.

## **SCHEDULE 6**

### **AFFORDABLE HOUSING**

#### **1. AFFORDABLE HOUSING PROVIDER**

- 1.1 Prior to the Commencement of the Development, the Developer shall confirm to the LLDC the identity of the proposed Affordable Housing Provider in respect of the Development and shall obtain its prior written approval (in consultation with Newham Council) in the event that such proposed Affordable Housing Provider is neither the Guinness Partnership nor any other entity on the LLDC's list of approved housing providers from time to time.
- 1.2 The Developer will:
- 1.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the S11 Affordable Housing Units; and
  - 1.2.2 notify the LLDC within 10 Working Days of entering into an Affordable Housing Contract in respect of the S11 Affordable Housing Units.

#### **2. MINIMUM AFFORDABLE HOUSING PROVISION**

- 2.1 The Developer covenants to provide the S11 Affordable Housing Units in accordance with the Affordable Housing Tenure Split.

#### **3. DELIVERY OF AFFORDABLE HOUSING**

- 3.1 The Developer shall not Occupy more than 50% of the Open Market Housing Units within the Development until 60% of the S11 Affordable Housing Units have been:
- 3.1.1 Completed and made ready for occupation; and
  - 3.1.2 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.
- 3.2 The Developer shall not Occupy more than 70% of the Open Market Housing Units within the Development until 80% of the S11 Affordable Housing Units have been:
- 3.2.1 Completed and made ready for occupation; and
  - 3.2.2 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.
- 3.3 The Developer shall not Occupy more than 90% of the Open Market Housing Units within the Development until 100% of the S11 Affordable Housing Units have been:
- 3.3.1 Completed and made ready for occupation; and
  - 3.3.2 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

4. **USE AS AFFORDABLE HOUSING**

- 4.1 Subject to paragraph 8.4, the Developer covenants not to Occupy the S11 Affordable Housing Units nor any Additional Affordable Housing Units for any purpose other than as Affordable Housing.

5. **AFFORDABILITY CRITERIA**

- 5.1 This paragraph 5 shall only apply in the event that any Additional Affordable Housing Units are to be provided as Intermediate Housing.
- 5.2 Without prejudice to paragraphs 5.3 to 5.7, the cost of rent and/or mortgage payments and service and estate charges in relation to any Intermediate Housing Units shall not exceed the general affordability criteria for Intermediate Housing published by the GLA from time to time in the London Plan (and updated in the London Plan Annual Monitoring Report).
- 5.3 Prior to first Occupation of the Development, the Developer shall submit details of the proposed locations of the Lower Income Cap Units, the Middle Income Cap Units and the Higher Income Cap Units to the LLDC for approval and the Development shall not be Occupied until the proposed locations of all of the Intermediate Housing Units are approved in writing by the LLDC.
- 5.4 Prior to the disposal or first Occupation of any Intermediate Housing Unit, the Developer shall submit and obtain the approval of the LLDC to a scheme containing the following information:
- 5.4.1 details of how rent and/or mortgage payments and service and estate charges in relation to each of the Lower Income Cap Units, the Middle Income Cap Units and the Higher Income Cap Units will be affordable to households who meet the Corresponding Income Cap; and
- 5.4.2 details of when and how the Lower Income Cap Units, the Middle Income Cap Units and the Higher Income Cap Units will be marketed to households who meet the Corresponding Income Cap.
- 5.5 The Developer shall not commence the marketing of any Intermediate Housing Units unless and until it has notified the LLDC of the date on which the marketing of Intermediate Housing Units will commence **PROVIDED THAT** such date shall not be prior to the LLDC's approval of the scheme required to be submitted pursuant to paragraph 5.4.
- 5.6 Subject always to paragraph 5.7, the Developer covenants as follows:
- 5.6.1 to use Reasonable Endeavours during the relevant Marketing Period to dispose of the Lower Income Cap Units to households whose annual incomes do not exceed the Lower Income Cap;
- 5.6.2 to use Reasonable Endeavours during the relevant Marketing Period to dispose of the Middle Income Cap Units to households whose annual incomes do not exceed the Middle Income Cap;

5.6.3 to use Reasonable Endeavours during the relevant Marketing Period to dispose of the Higher Income Cap Units to households whose annual incomes do not exceed the Higher Income Cap,

in each case, in accordance with the scheme approved pursuant to paragraph 5.4.

5.7 If at the end of the relevant Marketing Period, an Intermediate Housing Unit is not the subject of an accepted offer to purchase by a household whose annual household income does not exceed the Corresponding Income Cap for that Intermediate Housing Unit, then:

5.7.1 the Developer shall submit a written report to the LLDC detailing the steps it has taken in using its Reasonable Endeavours to dispose of that Intermediate Housing Unit to households that fall within the Corresponding Income Caps as required by paragraph 5.6; and

5.7.2 the relevant Intermediate Housing Unit may thereafter be disposed of to a household whose annual household income does not exceed the GLA Income Cap.

5.8 The Developer covenants that any Intermediate Housing Unit to which paragraph 5.7 applies shall not be Occupied unless paragraph 5.7 has been complied with.

## 6. GRANT FUNDING

6.1 The Developer will:

6.1.1 use Reasonable Endeavours to secure Grant Funding; and

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

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

6.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule 6 or in Schedule 7, the Developer and the LLDC shall meet to discuss any amendments to the said obligations which would be necessary to deliver the relevant Affordable Housing Units in the Development with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LLDC to agree to any such amendments even if this results in the Grant Funding not being available.

6.4 Where any Additional Grant Funding is secured and which is made available for the delivery of Additional Affordable Housing Units, the Developer shall within the later of 28 days of receipt of such Additional Grant Funding or Commencement of the Development submit an Additional Affordable Housing Scheme to the LLDC for approval (such approval not to be unreasonably withheld or delayed).

6.5 The Developer shall provide any such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the LLDC pursuant to paragraph 6.4 and record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LLDC and the Developer signing the same



(acting by authorised signatories) and paragraphs 7.2 and 7.3 of [Part 1 of Schedule 7 / paragraphs 9.2 and 9.3 of Part 2 of Schedule 7 \(as the case may be\)](#) (mutatis mutandis) shall apply in relation to such Memorandum.

- 6.6 The Developer shall include in the terms of the grant agreement relating to any Grant Funded Units provision for 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) to be recycled by the Affordable Housing Provider for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963).

## 7. WHEELCHAIR AFFORDABLE HOUSING UNITS

- 7.1 The Developer shall:

- 7.1.1 provide not less than 10% of the S11 Affordable Housing Units as Wheelchair User Units in the locations identified on Plan 5 or in such alternative locations as may be approved by the LLDC upon request by the Developer;
- 7.1.2 notify the LLDC at least six months prior to Completion of each Wheelchair User Unit and thereafter from the date of such notification until the date of Completion of such unit:
- (a) only market the Wheelchair User Unit to households which include a wheelchair user; and
  - (b) use Reasonable Endeavours to grant a tenancy for the Wheelchair User Unit to a household which includes a wheelchair user,

**PROVIDED THAT** in the event that a tenancy has not been granted to a household including a wheelchair user by the date of Completion of the Wheelchair User Unit and evidence of the same has been provided to and approved by the LLDC then the Developer shall be entitled to market that unit to any household.

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

- 7.2.1 actively market the unit as a Wheelchair User Unit;
- 7.2.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair User Unit to a household which includes a wheelchair user, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LLDC at meetings held pursuant to paragraph 7.2.3 below; and
- 7.2.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user, the Developer shall report this to the LLDC (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraphs 7.2.1 and 7.2.2) and shall, at the LLDC's request, meet with the LLDC to discuss a strategy for the future marketing of the Wheelchair User Unit.

8. **GENERAL**

- 8.1 The Developer shall ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider (or the Affordable Housing Provider is otherwise required) to:
- 8.1.1 deliver a duly executed Rents and Nominations Agreement to Newham Council within six months of date of the Affordable Housing Contract; and
  - 8.1.2 where applicable, advertise and allocate Intermediate Housing Units via the GLA's London-wide Homes for Londoners platform or if that platform ceases to operate such other platform or process as may be first agreed with the LLDC.
- 8.2 The Developer covenants that no S11 Affordable Housing Unit or Additional Affordable Housing Unit (if any) shall be Occupied until an Affordable Housing Management Scheme for the S11 Affordable Housing Units and the Additional Affordable Housing Units (if any) has been submitted to and approved in writing by the LLDC and thereafter:
- 8.2.1 the Affordable Housing Management Scheme shall be implemented as approved; and
  - 8.2.2 the S11 Affordable Housing Units and the Additional Affordable Housing Units (if any) 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 Upon the transfer of any S11 Affordable Housing Units and/or Additional Affordable Housing Units to an Affordable Housing Provider, the obligations imposed on the Developer in this Schedule 6 in relation to the relevant S11 Affordable Housing Units or Additional 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 and the Developer shall be released from all such obligations with effect from the date of the transfer to the Affordable Housing Provider.
- 8.4 The provisions of this Schedule shall not bind:
- 8.4.1 any Intermediate Housing Unit where 100% of the equity in that unit has been purchased by the tenant via Staircasing;
  - 8.4.2 completed S11 Affordable Housing Units and Additional Affordable Housing Units where an Affordable Housing Provider has disposed of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 180 of the Housing and Regeneration Act 2008 or any similar or substitute rights applicable; nor
  - 8.4.3 any person or body deriving title through or from any of the parties mentioned in paragraphs 8.4.1 and 8.4.2 and their mortgagees and chargees.

9. **MORTGAGEES OF AFFORDABLE HOUSING PROVIDER**

9.1 Subject to paragraphs 9.2 to 9.8 (inclusive) the provisions of this Schedule 6 and of Schedule 7 will not bind any Chargee who exercises any power of sale.

9.2 In order to benefit from the protection granted by paragraph 9.1, a Chargee must:

9.2.1 serve a Default Notice on the LLDC pursuant to the requirements of clause 7 addressed to the Director of Planning Policy and Decisions prior to seeking to dispose of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units;

9.2.2 when serving the Default Notice, provide to the LLDC official copies of the title registers for the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units; and

9.2.3 subject to paragraph ~~9.6~~ <sup>9.7</sup>, not exercise its power of sale over or otherwise dispose of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 9.4.

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

9.4 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 LLDC and the Chargee), the Chargee will grant the LLDC (and/or the LLDC's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

9.4.1 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));

9.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 9.5.2 or determined in accordance with paragraph 9.6;

9.4.3 provided that the purchase price has been agreed in accordance with paragraph 9.5.2 or determined in accordance with paragraph 9.6, but subject to paragraph 9.4.4, the LLDC (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

9.4.4 the Option will expire upon the earlier of:

(a) notification in writing by the LLDC (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option; and

(b) the expiry of the Moratorium Period; and

9.4.5 any other terms agreed between the parties to the Option (acting reasonably).

*Pinxent Masons LLP  
authorised to make this  
amendment by all  
parties to the DoV on  
28.11.2024*

- 9.5 Following the service of the Intention Notice:
- 9.5.1 the Chargee will use Reasonable Endeavours to reply to enquiries raised by the LLDC (or its nominated substitute Affordable Housing Provider) in relation to the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- 9.5.2 the LLDC (or its nominated substitute Affordable Housing Provider) and the Chargee will use Reasonable Endeavours to agree the purchase price for the relevant S11 Affordable Housing Units and/or Additional 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 S11 Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule 6 and in Schedule 7; and
  - (b) (unless otherwise agreed in writing between the LLDC (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 9.6 On the date falling 10 Working Days after service of the Intention Notice, if the LLDC (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 9.5.2(a):
- 9.6.1 the LLDC (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;
- 9.6.2 if, on the date falling 15 Working Days after service of the Intention Notice, the LLDC (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 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- 9.6.3 the independent surveyor shall determine the price reasonably obtainable referred to in paragraph 9.5.2(a), due regard being had to all the restrictions imposed upon the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;
- 9.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
- 9.6.5 the fees and expenses of the independent surveyor are to be borne equally by the Parties;
- 9.6.6 the independent surveyor shall make his/her decision and notify the LLDC, the LLDC'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

- 9.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 9.7 The Chargee may dispose of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule 6 and Schedule 7 which shall determine absolutely in respect of those S11 Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:
- 9.7.1 the LLDC has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- 9.7.2 the LLDC (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- 9.7.3 the LLDC (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.
- 9.8 The LLDC (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 9.2 to 9.7 (inclusive).

## SCHEDULE 7

### **PART 1 - VIABILITY REVIEW – IN THE EVENT THAT THE DEVELOPMENT COMES FORWARD AS A BUILD FOR SALE DEVELOPMENT**

#### **1. ESTABLISHING SUBSTANTIAL IMPLEMENTATION**

- 1.1 The Developer shall notify the LLDC in writing of the date on which it considers Substantial Implementation has occurred and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LLDC to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 1.2 Following the Developer's notification pursuant to paragraph 1.1, the Developer shall afford the LLDC (and its agents) access to the parts of the Application Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not the works which have been undertaken amount to Substantial Implementation **PROVIDED ALWAYS THAT:**
- 1.2.1 the LLDC shall provide the Developer with reasonable written notice of its intention to carry out such an inspection;
- 1.2.2 the LLDC and its agents shall comply fully with the Developer's site rules and regulations applicable at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
- 1.2.3 the LLDC and its agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 1.3 The LLDC shall inspect the parts of the Application Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 1.1 and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether or not the LLDC considers that the works undertaken amount to Substantial Implementation and, if so, whether it occurred before the Substantial Implementation Long Stop Date.
- 1.4 Any dispute between the Parties concerning whether or not Substantial Implementation has occurred or whether it occurred before the Substantial Implementation Long Stop Date may be referred to dispute resolution in accordance with the provisions of clause 9.

#### **2. EARLY STAGE REVIEW**

- 2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:
- 2.1.1 notify the LLDC in writing of the Revised Substantial Implementation Date and subsequently advise the LLDC in writing of any change to the Revised Substantial Implementation Date;
- 2.1.2 submit the Early Stage Review Submission to the LLDC prior to but not more than 40 Working Days before the Revised Substantial Implementation Date; and

- 2.1.3 subject always to paragraph 5.2, not Occupy more than 50% of the Open Market Housing Units unless and until the Viability Review Submission has been agreed by the Developer and the LLDC or otherwise determined by the Expert pursuant to paragraph 4.

### 3. LATE STAGE REVIEW

- 3.1 The Developer shall:
  - 3.1.1 notify the LLDC in writing within five Working Days of the occurrence of the Late Stage Review Date;
  - 3.1.2 submit the Late Stage Review Submission to the LLDC within 20 Working Days of the Late Stage Review Date; and
  - 3.1.3 subject always to paragraph 6.1, not Occupy more than 85% of the Open Market Housing Units unless and until the Viability Review Submission has been agreed by the Developer and the LLDC or otherwise determined by the Expert pursuant to paragraph 4.
- 3.2 Any dispute between the Parties concerning whether or not the Late Stage Review Date has occurred or concerning the amount of any Late Stage Review Contribution may be referred to dispute resolution in accordance with the provisions of clause 9.

### 4. VIABILITY REVIEWS

- 4.1 The LLDC shall be entitled to instruct external surveyors to act on its behalf to review and assess any Viability Review Submission and undertake any Viability Review pursuant to this [Part 1 of](#) Schedule 7 and the LLDC shall be entitled to recover from the Developer:
  - 4.1.1 its reasonable and properly incurred internal costs (including officer time); and
  - 4.1.2 its reasonable and properly incurred external surveying costs

incurred in reviewing and assessing any Viability Review Submission and undertaking any Viability Review pursuant to this [Part 1 of](#) Schedule 7 and the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.
- 4.2 Upon receipt of a Viability Review Submission:
  - 4.2.1 in the event that the LLDC requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LLDC within 10 Working Days of receiving the relevant request and this process may be repeated until the LLDC has all the information it reasonably requires to assess whether any Additional Affordable Housing Units are required to be delivered in accordance with Formula 1 and Formula 3 or whether a Late Stage Review Contribution is required to be paid in accordance with Formula 2 and Formula 4 (as applicable) provided all repeated requests are made within 20 Working Days of receipt of the information previously requested pursuant to this paragraph 4.2.1;
  - 4.2.2 the LLDC 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 LLDC from seeking further relevant information during the course of negotiations pursuant to this paragraph 4.2 **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 4 if it can be completed without the information requested;

- 4.2.3 for a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LLDC and the Developer in writing), the Developer and the LLDC, 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; and
- 4.2.4 within 40 Working Days of the Validation Date, the LLDC 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 in the case of an Early Stage Review only, the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 7.
- 4.3 In the event that pursuant to paragraph 4.2 the Developer and the LLDC 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 Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LLDC and the Developer) and the date the matter is referred to the Expert shall be referred hereafter as the "**Referral Date**".
- 4.4 Unless otherwise agreed between the LLDC and the Developer or required by the Expert, each shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Expert in respect of the Viability Review Submission.
- 4.5 In addition to the matters specified in paragraph 4.4, in making his determination the Expert shall have regard to:
- 4.5.1 all relevant material submitted to him by the LLDC and the Developer;
  - 4.5.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise; and
  - 4.5.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.



4.6 Unless otherwise agreed by the LLDC and the Developer or notified to them by the Expert, in the case of an Early Stage Review only 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 LLDC and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 7.

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

5.1 Where it is agreed or determined pursuant to an Early Stage Review that Additional Affordable Housing Units are required to be provided, the Developer shall prior to Occupation of more than 75% of the Open Market Housing Units (or such later date as may be agreed with the LLDC):

5.1.1 make any amendments to the Development required to accommodate such Additional Affordable Housing Units and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;

5.1.2 provide such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the LLDC or determined by the Expert; and

5.1.3 pay any Partial Unit Contribution to the LLDC in accordance with the Additional Affordable Housing Scheme approved by the LLDC or determined by the Expert.

5.2 Save where such later date has been agreed with the LLDC pursuant to paragraph 5.1, the Developer shall not Occupy more than 75% of the Open Market Housing Units unless and until:

5.2.1 the requirements of paragraph 5.1 have been satisfied and full and satisfactory evidence of the same has been provided to the LLDC; and

5.2.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been paid to the LLDC.

**6. PAYMENT OF LATE STAGE REVIEW CONTRIBUTION**

6.1 Where it is agreed or determined pursuant to the Late Stage Review that a Late Stage Review Contribution is required:

6.1.1 the Developer shall pay the Late Stage Review Contribution to the LLDC within 10 Working Days of such agreement or determination; and

6.1.2 the Developer shall not Occupy more than 85% of the Open Market Housing Units until the Late Stage Review Contribution has been paid to the LLDC.

**7. MEMORANDUM**

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

7.2 The LLDC and the Developer agree 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 LLDC 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 or Grant Funded Units (as applicable) shall be included within the definition of Affordable Housing Units;

7.3.2 the number of Open Market Housing Units shall be reduced by the corresponding number of Additional Affordable Housing Units or Grant Funded Units (as applicable); and

7.3.3 the obligations in Schedule 6 shall apply to the Additional Affordable Housing Units or Grant Funded Units (as applicable) 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 or Grant Funded Units (as applicable) to be provided within the Development.

7.4 The Parties agree that Affordable Housing Cap shall apply in relation to the obligations in Schedule 6 and [Part 1 of Schedule 7](#).

## 8. MONITORING

8.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the LLDC shall report to the GLA through the London Development Database (or its successor database) the number and tenure of the S11 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 4 or, if an Additional Affordable Housing Scheme is not required by the LLDC, the conclusion of the assessment under paragraph 4; and

8.2.2 it being agreed or determined pursuant paragraph 6.1 that a Late Stage Review Contribution is required,

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

8.2.3 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);

8.2.4 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;

- 8.2.5 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 5.1.3; and
- 8.2.6 the amount of any Late Stage Review Contribution.

9. OPERATION OF THIS PART 1 OF SCHEDULE 7

For the avoidance of doubt this Part 1 of Schedule 7 shall only apply in the event that the Developer has not served a Build to Rent Notice on the LLDC that the Development is to be delivered as a Build to Rent Development in accordance with clause 2.12 of this Agreement.

**PART 2 (VIABILITY – IN THE EVENT THAT THE DEVELOPMENT COMES FORWARD AS A BUILD TO RENT DEVELOPMENT)**

**1. DEFINITIONS**

1.1 The following definitions shall apply to this Part 2 of Schedule 7 only but defined terms which are not in the list of definitions here shall be construed according to the definitions set out in clause 1 of this Agreement. Where there is a conflict between the definitions stated in this paragraph and the definitions in clause 1 of the Agreement, the definitions in this paragraph shall prevail for the purposes of this Part 2 of Schedule 7 only.

<b><u>"Actual Build Costs"</u></b>	means the Build Costs actually incurred at relevant Review Date;
<b><u>"Average Intermediate Housing Value"</u></b>	means the average value of Intermediate Housing floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV;
<b><u>"Average Open Market Housing Value"</u></b>	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 Review Stage GDV and the Estimated GDV;
<b><u>"Average Social Rented Housing Value"</u></b>	means the average value of Social Rented Housing floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV;
<b><u>"BTR Management Plan"</u></b>	<p>means a plan to be submitted by the Developer to the LLDC in respect of management of the Open Market Housing Units to be submitted to the LLDC for approval (and as may be amended and updated from time to time by agreement in writing with the LLDC) and which shall include the following requirements unless otherwise agreed in writing with the LLDC:</p> <ul style="list-style-type: none"> <li>a) <u>each Open Market Housing Unit shall be self-contained and let separately for residential use;</u></li> <li>b) <u>the length of each lease of each Open Market Housing Unit shall be offered at a minimum term of three years (unless a shorter term is requested by the prospective tenant);</u></li> <li>c) <u>each lease of an Open Market Housing Unit shall contain a break clause allowing the tenant to end the lease any time after the first six months of the lease upon one month's notice;</u></li> <li>d) <u>the Open Market Housing Units shall be managed as a whole by a single professional property manager which:</u> <ul style="list-style-type: none"> <li>i. <u>provides a consistent and quality level of housing management;</u></li> <li>ii. <u>has some daily on-site presence;</u></li> </ul> </li> </ul>

	<p>iii. <u>is part of an accredited ombudsman scheme;</u></p> <p>iv. <u>has a complaints procedure; and</u></p> <p>v. <u>must not charge up-front fees of any kind to tenants or prospective tenants other than deposits and rent paid in advance, and</u></p> <p>e) <u>all rent increases within the term of each lease of each Open Market Housing Unit shall be linked to an appropriate method of calculation and formula made clear to the tenant before the start of each tenancy;</u></p>
<b><u>"Build Costs"</u></b>	<p><u>means the costs of carrying out the Development incurred at the relevant Review Date supported by evidence of these costs to the LLDC's reasonable satisfaction including but not limited to:</u></p> <p>(c) <u>details of payments made or agreed to be paid in the relevant building contract;</u></p> <p>(d) <u>receipted invoices;</u></p> <p>(e) <u>costs certified by the Developer's quantity surveyor, costs consultant or agent;</u></p> <p>(f) <u>furniture, fixtures and equipment;</u></p> <p>(g) <u>design fees;</u></p> <p>(h) <u>public realm costs;</u></p> <p>(i) <u>costs associated with any on site amenity space; and</u></p> <p>(l) <u>site-wide infrastructure costs reasonably attributable to and apportioned to the Application Site;</u></p> <p><b><u>PROVIDED THAT</u></b> <u>such build costs (except where the Developer is also the contractor) exclude all internal costs of the Developer including but not limited to:</u></p> <p>(k) <u>project management costs;</u></p> <p>(l) <u>overheads and administration expenses; and</u></p> <p>(m) <u>professional, finance, legal and marketing costs;</u></p> <p><u>but for the avoidance of doubt excluding any costs arising from Fraudulent Transactions</u></p>
<b><u>"Covenant Period"</u></b>	<p><u>means 15 years starting from (and including) first Occupation of the Open Market Housing Units;</u></p>
<b><u>"Disposal"</u></b>	<p><u>means the following:</u></p> <p>(a) <u>the grant of a lease of a term of less than 125 years of a Component(s) of the Development;</u></p>

	<p>(b) <u>the grant of an assured shorthold tenancy agreement or a short term let (or any other lawful form of tenancy) in respect of a Component(s) of the Development;</u></p> <p>(c) <u>the sale of a Component(s) of the Development through a sale or development agreement (including a forward funding agreement) where the majority of the purchase price (or total forward funding price) for the Component(s) is paid prior to Practical Completion of that Component(s)</u></p> <p>ALWAYS excluding <u>Fraudulent Transactions and Dispose, Disposals and Disposed</u> shall be construed accordingly</p>
<b>"Estimated Build Costs"</b>	<p>means the estimated Build Costs of all remaining Components of the Development that are yet to be incurred at the relevant Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant and which take into account the Actual Build Costs and shall include a 5% build cost contingency;</p>
<b>"Estimated GDV"</b>	<p>means the estimated Market Value at the Review Date of any Component of the Development that is yet to be Disposed of at the relevant Review Date based on detailed comparable evidence and taking into account Development-related income from any other sources but excluding any Grant Funding;</p>
<b>"Fraudulent Transaction"</b>	<p>means:</p> <p>(a) <u>a transaction the purpose or effect of which is to artificially reduce the GDV at the Review Date and/or artificially increase the Build Costs for the purpose of the Early Stage Review (BTR) and/or the Late Stage Review (BTR);</u></p> <p>(b) <u>a Disposal that is not an arm's length bona fide transaction</u></p> <p>PROVIDED THAT in all circumstances a transaction shall not constitute a Fraudulent Transaction where the value of that transaction is at Market Value;</p>
<b>"Market Value"</b>	<p>means</p> <p>(a) <u>in the case of a Sale or Disposal that does not fall within limb (c) of the definition of Disposal in this Part 2 of Schedule 7, the price at which the Sale of any Component of the Development would have been completed unconditionally for cash consideration on the</u></p>

	<p><u>relevant Review Date based on detailed comparable market evidence (including evidence of rental values achieved for any Component of the Development which has been Disposed of but not Sold) and assuming the following:</u></p> <ul style="list-style-type: none"> <li><u>i. a willing seller and a willing buyer;</u></li> <li><u>ii. that prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the relevant Component (having regard to the nature of the Component); and</u></li> <li><u>iii. that both parties to the transaction have acted knowledgeably, prudently and without compulsion</u></li> </ul> <p><b>OR</b></p> <p><u>(b) In the case of a Disposal that falls under limb (c) of the definition of Disposal in this Part 2 of Schedule 7, the price at which the Disposal of any Component of the Development has transacted subject to a completed legal agreement where such price is:</u></p> <ul style="list-style-type: none"> <li><u>i. confirmed to be the purchase price (including the forward funding price) in the relevant sale/development (including forward funding) agreement; and</u></li> <li><u>ii. supported by relevant market evidence for that type of transaction (including evidence of advice/comparables relevant to that type of transaction from valuers, surveyors and/or agents) to reasonably demonstrate that that purchase price is commensurate with that market evidence and assuming the following:</u> <ul style="list-style-type: none"> <li><u>&gt; a willing seller and a willing buyer; and</u></li> <li><u>&gt; that both parties to the transaction have acted knowledgeably, prudently and without compulsion</u></li> </ul> </li> </ul>
<p><b><u>“Review Stage GDV”</u></b></p>	<p>means the</p> <p><u>(a) value of all gross receipts from any Sale prior to the relevant Review Date; and</u>  <u>(b) the value achieved by an arm's length sale in the open market of any Component of the Development that has been Disposed but not Sold prior to the relevant Review Date;</u></p> <p><u>PROVIDED THAT if any Component of the Development has been sold through a sale or development agreement (including forward fund agreement) where the majority of the purchase price (including</u></p>



	<p>forward funding price) is paid prior to Completion of that Component, then:</p> <p>(i) the Developer shall provide a copy of the sale/development agreement to the LLDC; and</p> <p>(ii) the purchase price (including the forward funding price) attributed to the relevant Component of the Development in the relevant sale/development agreement shall be the total value under (a) for the purpose of this definition for that Component and, for the avoidance of doubt, such Component would not fall under (b) and (a) and (b) would have no further effect for the purpose of valuing that Component for the Review Stage GDV;</p> <p>FOR THE AVOIDANCE OF DOUBT the Sale / Disposal of any Component of the Development by way of a Fraudulent Transaction shall not be a valid input into the Review Stage GDV;</p>
<b>"Updated Build Costs"</b>	<p>means the sum of:</p> <p>(n) Actual Build Costs; and</p> <p>(o) Estimated Build Costs;</p>
<b>"Updated GDV"</b>	<p>means the sum of:</p> <p>(p) Estimated GDV; and</p> <p>(q) Review Stage GDV;</p>

## **2. BUILD TO RENT PROVISION AND COVENANT**

### **2.1 The Developer covenants with the LLDC as follows:**

- (a) prior to Occupation submit to the LLDC the BTR Management Plan for approval (as approved, the **"Approved BTR Management Plan"**);
- (b) not Occupy or cause or permit the Occupation of any Open Market Housing Unit until the BTR Management Plan has been submitted to and approved by the LLDC;
- (c) not Occupy or cause or permit the Occupation of the Open Market Housing Units except in accordance with the Approved BTR Management Plan (subject to any amendments agreed in writing with the LLDC); and
- (d) upon reasonable notice from the LLDC and no more frequently than every year provide to the LLDC such evidence as the LLDC reasonably requires to demonstrate the Developer's compliance with the Approved BTR Management Plan;

### **2.2 The Developer covenants that it will not permit the disposal of one or more Open Market Housing Units during the Covenant Period other than:**

(a) a letting of an Open Market Housing Unit in accordance with the Approved BTR Management Plan; or

(b) a Disposal that is part of a Disposal of the entirety of the Open Market Housing Units to a single purchaser or a single leaseholder provided that the remaining Open Market Housing Units remain in rented tenure

### **3. ESTABLISHING SUBSTANTIAL IMPLEMENTATION**

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

3.2 Following the Developer's notification pursuant to paragraph 3.1 of Part 2 of this Schedule, the Developer shall afford the LLDC (and its agents) access to the parts of the Application Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not the works which have been undertaken amount to Substantial Implementation PROVIDED ALWAYS THAT:

3.2.1 the LLDC shall provide the Developer with reasonable written notice of its intention to carry out such an inspection;

3.2.2 the LLDC and its agents shall comply fully with the Developer's site rules and regulations applicable at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and

3.2.3 the LLDC and its agents or representatives shall at all times be accompanied by the Developer or its agent or representative.

3.3 The LLDC shall inspect the parts of the Application Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 3.1 of Part 2 of this Schedule 7 and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether or not the LLDC considers that the works undertaken amount to Substantial Implementation and, if so, whether it occurred before the Substantial Implementation Long Stop Date.

3.4 Any dispute between the Parties concerning whether or not Substantial Implementation has occurred or whether it occurred before the Substantial Implementation Long Stop Date may be referred to dispute resolution in accordance with the provisions of clause 9.

### **4. EARLY STAGE REVIEW**

4.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:

4.1.1 notify the LLDC in writing of the Revised Substantial Implementation Date and subsequently advise the LLDC in writing of any change to the Revised Substantial Implementation Date;

4.1.2 submit the Early Stage Review Submission to the LLDC prior to but not more than 40 Working Days before the Revised Substantial Implementation Date; and

4.1.3 not Occupy more than 50% of the Open Market Housing Units unless and until the Early Stage Review Submission has been agreed by the Developer and the LLDC or otherwise determined by the Expert pursuant to paragraph 6 of Part 2 of this Schedule.

## **5. LATE STAGE REVIEW**

5.1 The Developer shall:

- a) notify the LLDC in writing within five Working Days of the occurrence of the Late Stage Review Date;
- b) submit the Late Stage Review Submission to the LLDC within 20 Working Days of the Late Stage Review Date; and
- c) subject always to paragraph 6.18-4, not Occupy more than 85% of the Open Market Housing Units unless and until the Late Stage Review Submission has been agreed by the Developer and the LLDC or otherwise determined by the Expert pursuant to paragraph 4.2.

5.2 Any dispute between the parties concerning whether or not the Late Stage Review Date has occurred or concerning the amount of any Late Stage Review Contribution may be referred to dispute resolution in accordance with the provisions of clause 9.

## **6. VIABILITY REVIEW**

6.1 The LLDC shall be entitled to instruct external surveyors to act on its behalf to review and assess any Viability Review Submission and undertake any Viability Review pursuant to this Part 2 of Schedule 7 and the LLDC shall be entitled to recover from the Developer:

6.1.1 its reasonable and properly incurred internal costs (including officer and external advisory related time); and

6.1.2 its reasonable and properly incurred external surveying costs;

incurred in reviewing and assessing any Viability Review Submission and undertaking any Viability Review pursuant to this Part 2 of Schedule 7 and the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.

6.2 Upon receipt of a Viability Review Submission:

6.2.1 in the event that the LLDC requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LLDC within 10 Working Days of receiving the relevant request and this process may be repeated until the LLDC has all the information it reasonably requires to assess whether any Additional Affordable Housing Units are required to be delivered in accordance with Formula 1 and Formula 3 or whether an Early Stage Review Contribution Late Stage Review Contribution is required to be paid in accordance with Formula 2 and Formula 4 (as applicable) provided all repeated requests are made within 20 Working Days of receipt of the information previously requested pursuant to this paragraph 6.2.1;

6.2.2 the LLDC 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 LLDC from seeking further relevant information during the course of negotiations pursuant to this paragraph 6.2 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 6 if it can be completed without the information requested;

6.2.3 for a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LLDC and the Developer in writing), the Developer and the LLDC, 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; and

6.2.4 within 40 Working Days of the Validation Date, the LLDC 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 an Early Stage Review Contribution or Late Stage Review Contribution; or

(c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and either (in the case of the Early Stage Review only) the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 9 or (in the case of either Viability Review) the Early Stage Review Contribution / Late Stage Review Contribution (as the case may be) shall be paid to the LLDC in accordance with paragraph 7.

6.3 In the event that pursuant to paragraph 6.2 the Developer and the LLDC 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 Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LLDC and the Developer) and the date the matter is referred to the Expert shall be referred hereafter as the "**Referral Date**".

6.4 Unless otherwise agreed between the LLDC and the Developer or required by the Expert, each shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Expert in respect of the Viability Review Submission.

6.5 In addition to the matters specified in paragraph 6.4, in making his determination the Expert shall have regard to:

6.5.1 all relevant material submitted to him by the LLDC and the Developer;

6.5.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise; and

6.5.3 the provisions of this Agreement and Part 2 of this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.

6.6 Unless otherwise agreed by the LLDC and the Developer or notified to them by the Expert, the Expert shall be appointed on the basis that, in the case of an Early Stage Review only 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 LLDC and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 9. In the event that the Expert determines that there is a surplus profit to be paid as an Early Stage Review Contribution or Late Stage Review Contribution, his decision shall include confirmation of the monetary amount of this contribution.

#### **7. PAYMENT OF EARLY STAGE REVIEW CONTRIBUTION/ DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING**

7.1 Where it is agreed or determined pursuant to an Early Stage Review that Additional Affordable Housing Units are required to be provided, the Developer shall prior to Occupation of more than 75% of the Open Market Housing Units (or such later date as may be agreed with the LLDC):

7.1.1 make any amendments to the Development required to accommodate such Additional Affordable Housing Units and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;

7.1.2 provide such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the LLDC or determined by the Expert; and

7.1.3 pay any Partial Unit Contribution to the LLDC in accordance with the Additional Affordable Housing Scheme approved by the LLDC or determined by the Expert.

7.2 Where it is agreed or determined pursuant to an Early Stage Review that an Early Stage Review Contribution is required to be provided, the Developer shall prior to Occupation of more than 75% of the Open Market Housing Units (or such later date as may be agreed with the LLDC) pay the Early Stage Review Contribution to the LLDC.

7.3 Save where such later date has been agreed with the LLDC pursuant to paragraph 7.1 or 7.2, the Developer shall not Occupy more than 85% of the Open Market Housing Units unless and until:

7.3.1 the requirements of paragraph 7.1 or 7.2 (as the case may be) have been satisfied and full and satisfactory evidence of the same has been provided to the LLDC; and

7.3.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been paid to the LLDC.

## **8. PAYMENT OF LATE STAGE REVIEW CONTRIBUTION**

8.1 Where it is agreed or determined pursuant to the Late Stage Review that a Late Stage Review Contribution is required:

8.1.1 the Developer shall pay the Late Stage Review Contribution to the LLDC within 10 Working Days of such agreement or determination; and

8.1.2 the Developer shall not Occupy more than 85% of the Open Market Housing Units until the Late Stage Review Contribution has been paid to the LLDC.

## **9. MEMORANDUM**

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

9.2 The LLDC and the Developer agree 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 LLDC and the Developer dated \_\_\_\_\_ 20 "*

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

9.3.1 the number of Additional Affordable Housing Units or Grant Funded Units (as applicable) shall be included within the definition of Affordable Housing Units;

9.3.2 the number of Open Market Housing Units shall be reduced by the corresponding number of Additional Affordable Housing Units or Grant Funded Units (as applicable); and

9.3.3 the obligations in Schedule 6 shall apply to the Additional Affordable Housing Units or Grant Funded Units (as applicable) 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 or Grant Funded Units (as applicable) to be provided within the Development.

9.4 The Parties agree that Affordable Housing Cap shall apply in relation to the obligations in Schedule 6 and this Part 2 of Schedule 7.

## **10. MONITORING**

10.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the LLDC shall report to the GLA through the London Development Database (or its successor database) the number and tenure of the S11 Affordable Housing Units by units and Habitable Room.

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

10.2.1 the approval or determination of an Additional Affordable Housing Scheme or Early Stage Review Contribution pursuant to paragraph 4 or, if an Additional Affordable Housing Scheme or Early Stage Review Contribution is not required by the LLDC, the conclusion of the assessment under paragraph 4; and

10.2.2 it being agreed or determined pursuant paragraph 6 that a Late Stage Review Contribution is required.

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

10.2.3 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);

10.2.4 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;

10.2.5 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 7.1.3; and

10.2.6 the amount of any Early Stage Review Contribution or Late Stage Review Contribution.

#### 11. OPERATION OF THIS PART 2 OF SCHEDULE 7

For the avoidance of doubt this Part 2 of Schedule 7 shall only apply in the event that the Developer has served the Build to Rent Notice on the LLDC that the Development is to be delivered as a Build to Rent Development in accordance with clause 2.12 of this Agreement.

## SCHEDULE 8

### TRAVEL PLAN

#### 1. TRAVEL PLAN

- 1.1 Prior to first Occupation of the Development, the Developer shall:
- 1.1.1 pay the Travel Plan Monitoring Contribution to the LLDC; and
  - 1.1.2 appoint a Travel Plan Monitoring Officer and notify the LLDC of the name and contact details of such officer.
- 1.2 No part of the Development shall be Occupied until the Developer has complied with its obligations in paragraph 1.1.
- 1.3 The Travel Plan shall contain separate measures, commitments, targets and plans for the Residential Units and the Commercial Units.
- 1.4 The Travel Plan shall (unless otherwise agreed in writing with the LLDC):
- 1.4.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
  - 1.4.2 contain clear commitments to measures, including investigation of potential additional measures;
  - 1.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LLDC;
  - 1.4.4 contain measures aimed at:
    - (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
    - (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility and availability and reviewing cycle parking space demand and use and for providing additional cycle parking spaces should further demand arise; and
    - (c) setting out how monitoring travel surveys will be undertaken during the Monitoring Period which cover all employees of the Development;
  - 1.4.5 include a parking review plan which sets out a strategy for periodic review of the parking spaces;



1.4.6 include a car parking management plan which sets out:

- (a) principles for allocating car parking spaces for residents or staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

1.5 The Developer shall implement the approved Travel Plan during the life of the Development.

1.6 Subject to clause 2.4, no part of the Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.

## **2. TRAVEL PLAN MONITORING**

2.1 To monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.

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

2.3 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LLDC, 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 LLDC's approval of the same.

**APPENDIX 1**

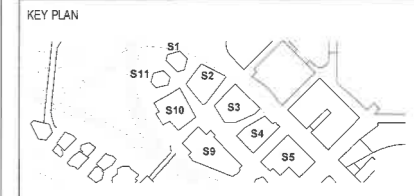
**Plans**



**NOTES**  
 Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

- Key:**
- S1/S11 Site boundary
  - Property Boundary
  - Existing IQL Buildings or Buildings with Reserved Matters Approval
  - IQL South - Future building footprints (indicative)
  - Surrounding context buildings

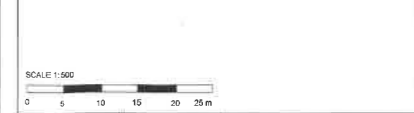
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PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



**LEAD DESIGNER**  
**ALISON BROOKS ARCHITECTS**  
 Unit 610 Highgate Studios  
 53-79 Highgate Road  
 London NW5 1TL, UK  
 T +44 (0)20 7267 9777  
 info@alisonbrooksarchitects.com

**PROJECT**  
 International Quarter London  
 Plots S1/S11

**DRAWING TITLE**  
 Location Plan



SCALE AT A1	DATE:	JOB NUMBER:	
1 : 1250	02/07/21	IQLSZZ	
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1 : 2500	CM	RR	NC

DRAWING NUMBER	REV
IQLSZZ-ABA-ZZ-ZZ-DR-AR-011001	PL2

STATUS CODE:	STATUS DESCRIPTION:
	Planning

# OLYMPI

- LEGEND**
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  - This drawing must not be copied in whole or in part without written consent of LDA design.
  - These drawings are for finishes only. All foundation, fixing, paving depths and drainage details to be provided by others.
  - All dimensions in mm unless otherwise stated.
  - Where dimension sizes of units are given they state length x width x depth.

- IQL Ownership Boundary Line
- S1+S11 Plot Boundary Line
- S278 Works Boundaries



REV.	DESCRIPTION	APP. DATE

## LDADesign

PROJECT TITLE  
INTERNATIONAL QUARTER LONDON  
S1 + S11

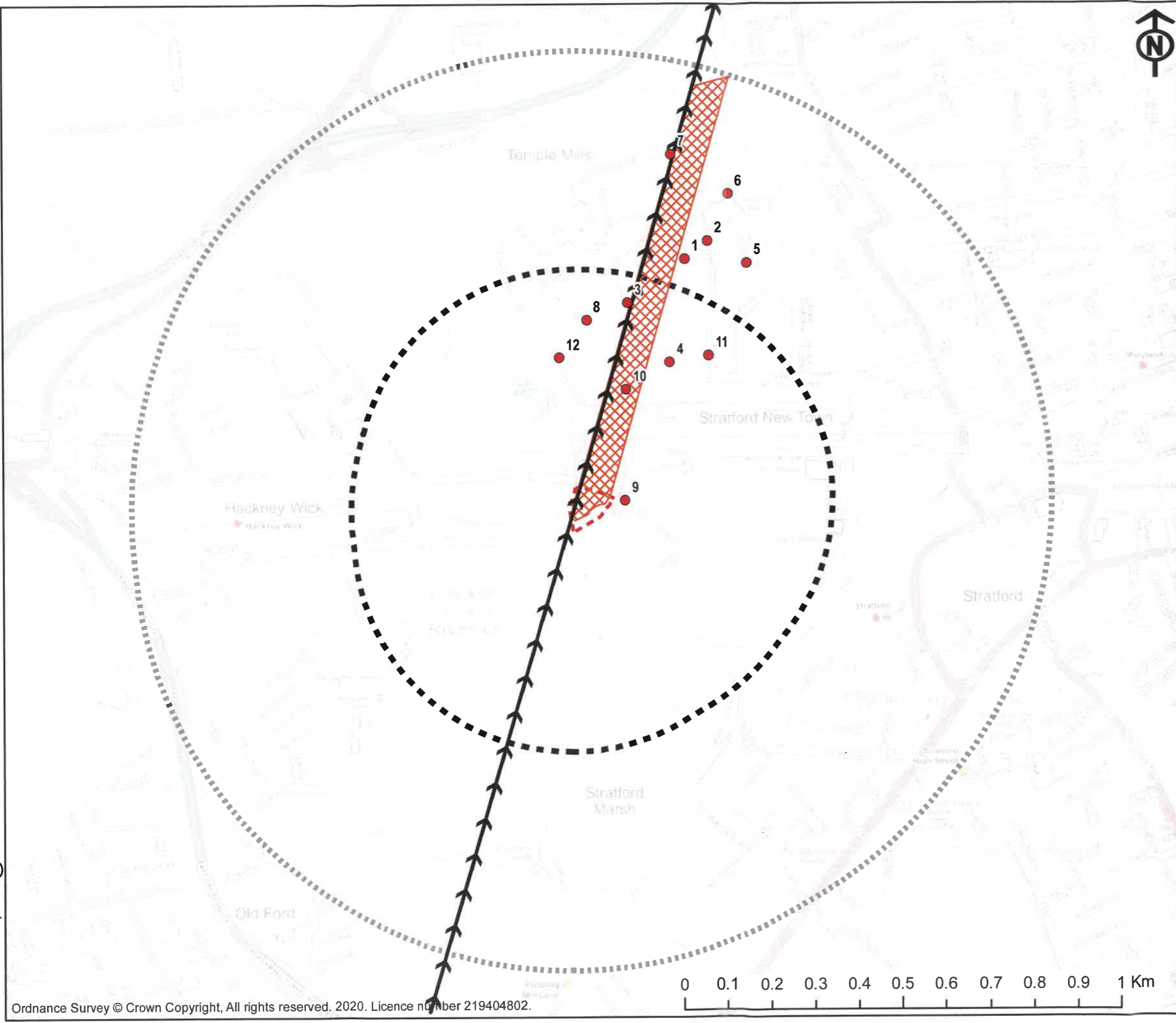
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LOCATION OF S278 WORKS

ISSUED BY	Exeter	T: 01262 280 430
DATE	06.09.22	DRAWN KB
SCALE@A1	1:200	CHECKED SCa
STATUS	S2	APPROVED SCa

DWG. NO 7398\_SK\_220906

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Area measurements for indicative purposes only.  
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Sources: Ordnance Survey











PROJECT  
International Quarter London S1 & S11

CLIENT  
Lendlease on behalf of IQL S1S11 (GP)

Limited

KEY:

-  S1/S11 Scheme Application Boundary
-  500m Buffer
-  1km Buffer
-  Surveyed Point
-  Direction of Incoming Signal from Crystal Palace
-  Signal Shadow

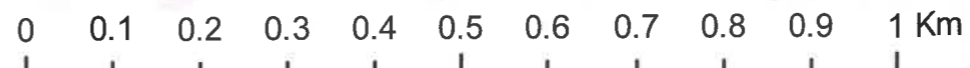
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PROJECT NUMBER  
60639603

SHEET TITLE  
IQL Plot S1/S11 Digital Terrestrial Television Shadow

SHEET NUMBER  
Plan 3



LEGEND

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5. These drawings are for finishes only. All foundation, fixing, paving depths and drainage details to be provided by others.
6. All dimensions in mm unless otherwise stated.
7. Where dimension sizes of units are given they state length x width x depth.

- IQL Ownership Boundary Line
- S1+S11 Plot Boundary Line
- S1+S11 Publicly Accessible Space
- Potential hoarding areas for adjacent plot construction



S2

S10

REV.	DESCRIPTION	APP.	DATE

**LDADesign**

PROJECT TITLE  
INTERNATIONAL QUARTER LONDON  
S1 + S11

DRAWING TITLE  
LOCATION OF PUBLICLY  
ACCESSIBLE SPACE

ISSUED BY	Exeter	T: 01392 260 430
DATE	05.09.22	DRAWN KB
SCALE	1:200	CHECKED SCA
STATUS	S2	APPROVED SCA



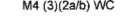
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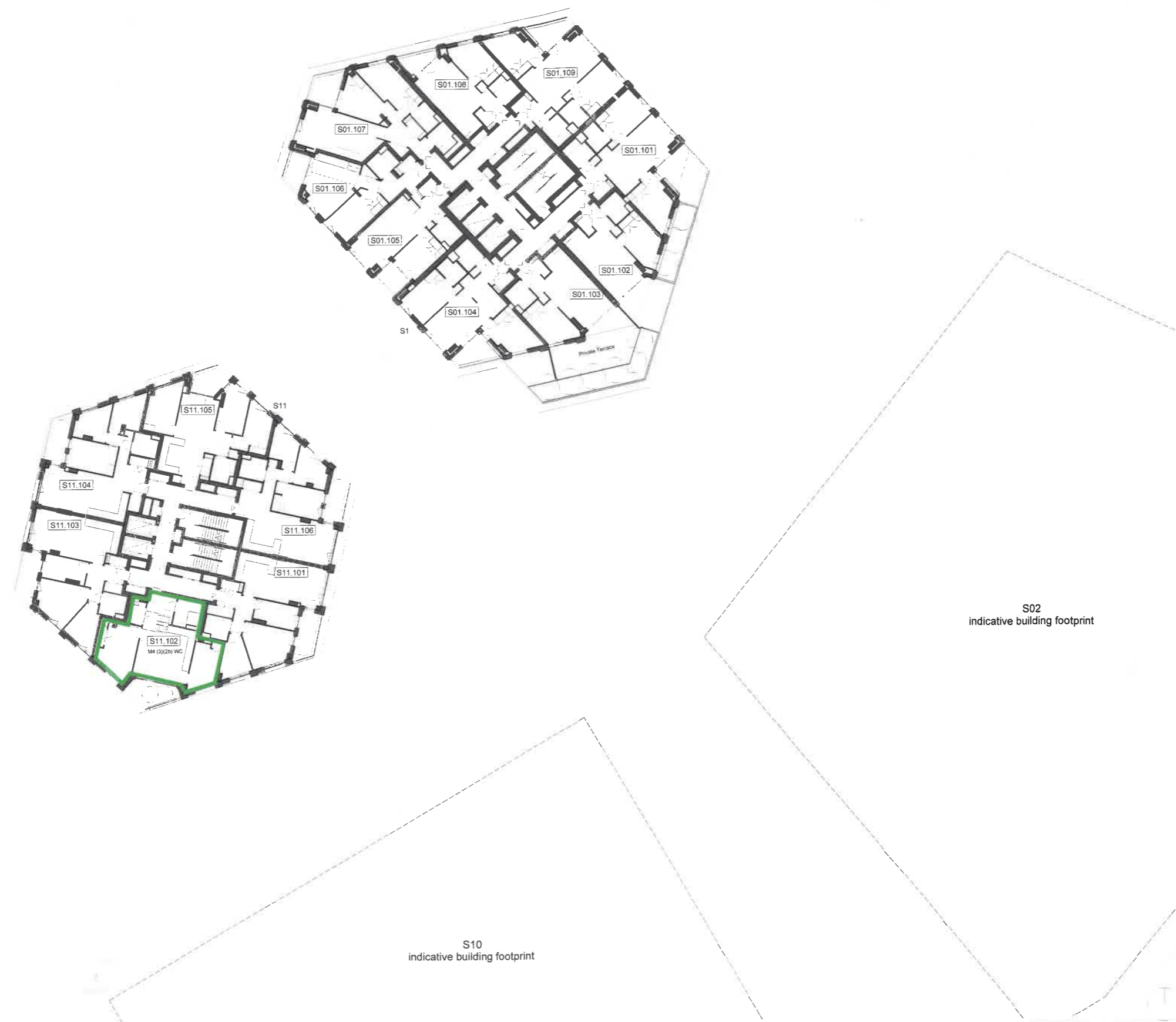
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Sources: Ordnance Survey



NOTES  
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**Key:**  
 IQL South - Future building footprints (indicative)  
 S01.101 Residential unit reference  
 M4 (3)(2a/b) WC Wheelchair accessible unit



PL3	Planning Updates	14/04/23	ABA
PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



LEAD DESIGNER  
**ALISON BROOKS ARCHITECTS**  
 Unit 610 Highgate Studios  
 53-79 Highgate Road  
 London NW6 5TL, UK  
 T +44 (0)20 7267 9777  
 info@alisonbrooksarchitects.com

PROJECT  
 International Quarter London  
 Plots S1/S11

DRAWING TITLE  
**GA Plan - Level 01**

SCALE 1:200



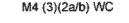
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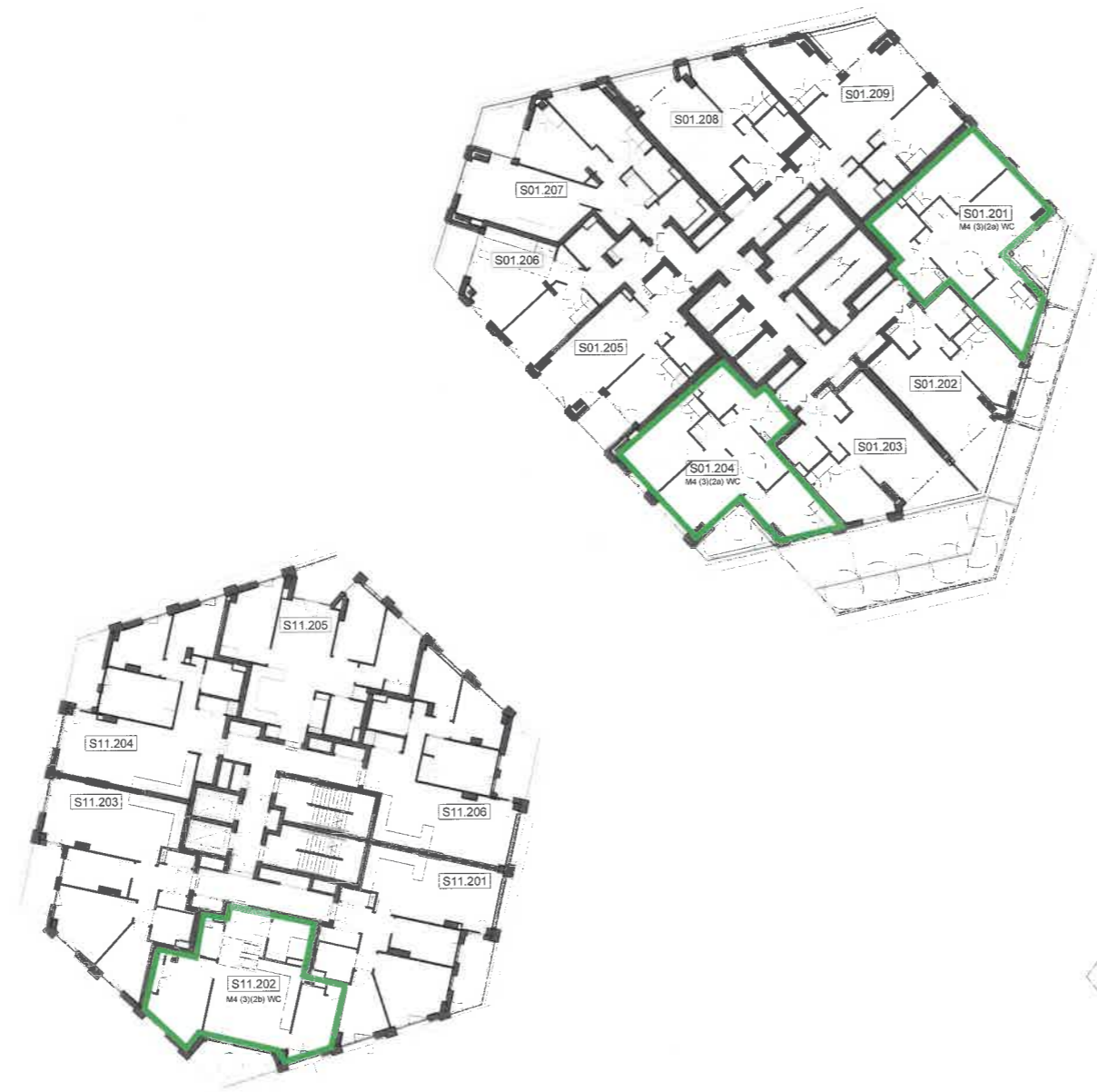
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REV  
 PL3

STATUS CODE: STATUS DESCRIPTION:  
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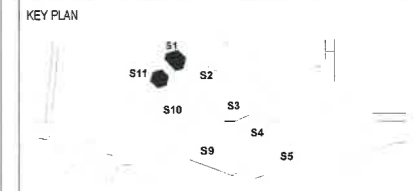
**Key:**  
 IQL South - Future building footprints (indicative)  
 S01.101 Residential unit reference  
 M4 (3)(2a/b) WC Wheelchair accessible unit



S02  
indicative building footprint

S10  
indicative building footprint

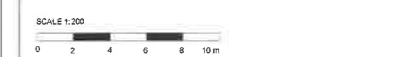
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PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



LEAD DESIGNER  
**ALISON BROOKS ARCHITECTS**  
 Unit 610 Highgate Studios  
 53-79 Highgate Road  
 London NW5 1TL, UK  
 T +44 (0)20 7267 9777  
 info@alisonbrooksarchitects.com

PROJECT  
**International Quarter London**  
**Plots S1/S11**

DRAWING TITLE  
**GA Plan - Level 02**



SCALE AT A1 1 : 200	DATE: 02/07/21	JOB NUMBER: IQLSZZ
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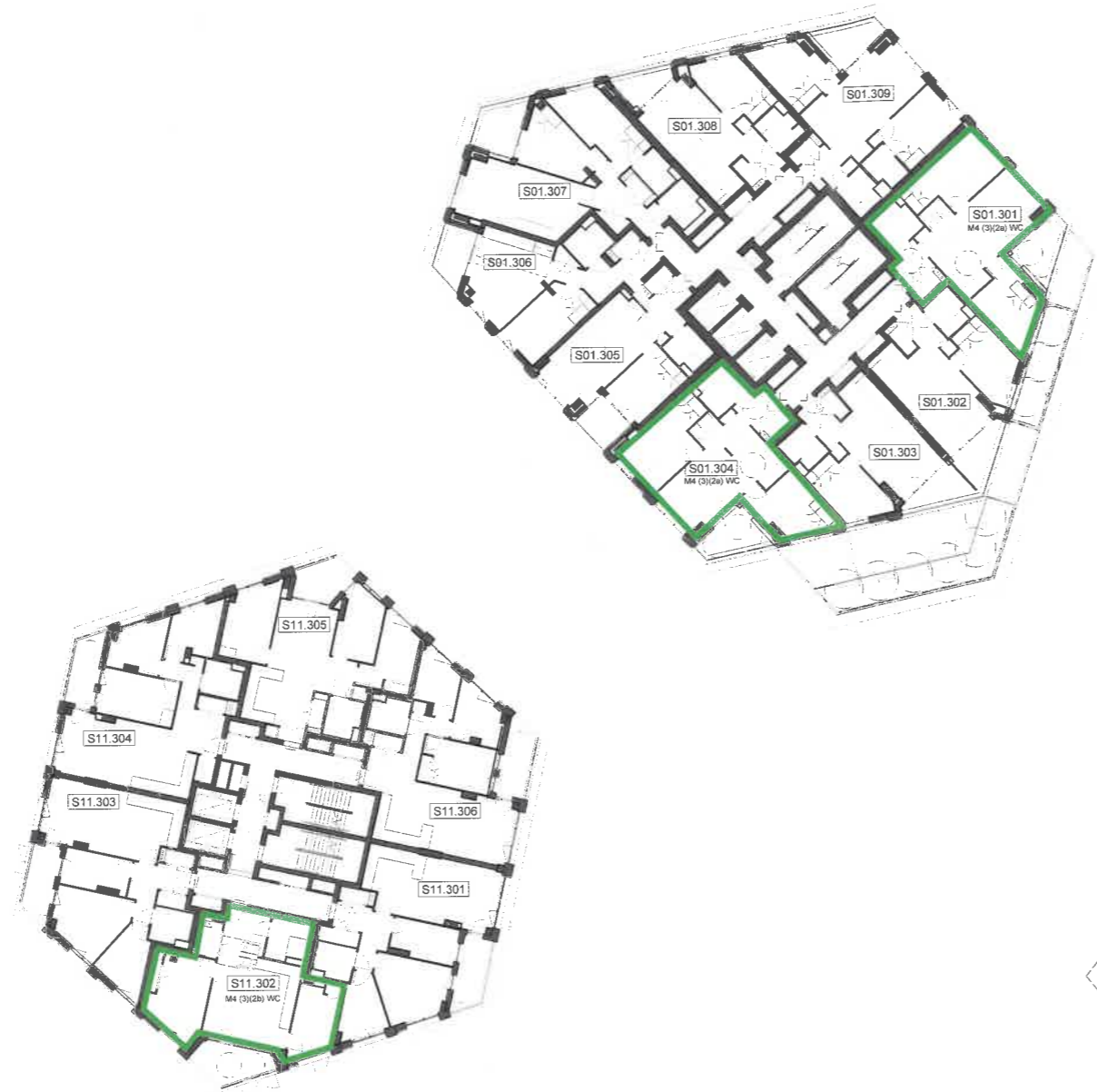
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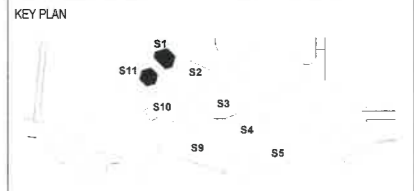
	IQL South - Future building footprints (indicative)
S01.101	Residential unit reference
M4 (3)(2a/b) WC	Wheelchair accessible unit



S02  
indicative building footprint

S10  
indicative building footprint

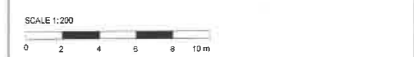
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PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



LEAD DESIGNER  
**ALISON BROOKS ARCHITECTS**  
 Unit 610 Highgate Studios  
 S3-79 Highgate Road  
 London NW5 1TL UK  
 T +44 (0)20 7267 9777  
 info@alisonbrooksarchitects.com

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DRAWING TITLE  
 GA Plan - Level 03





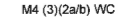
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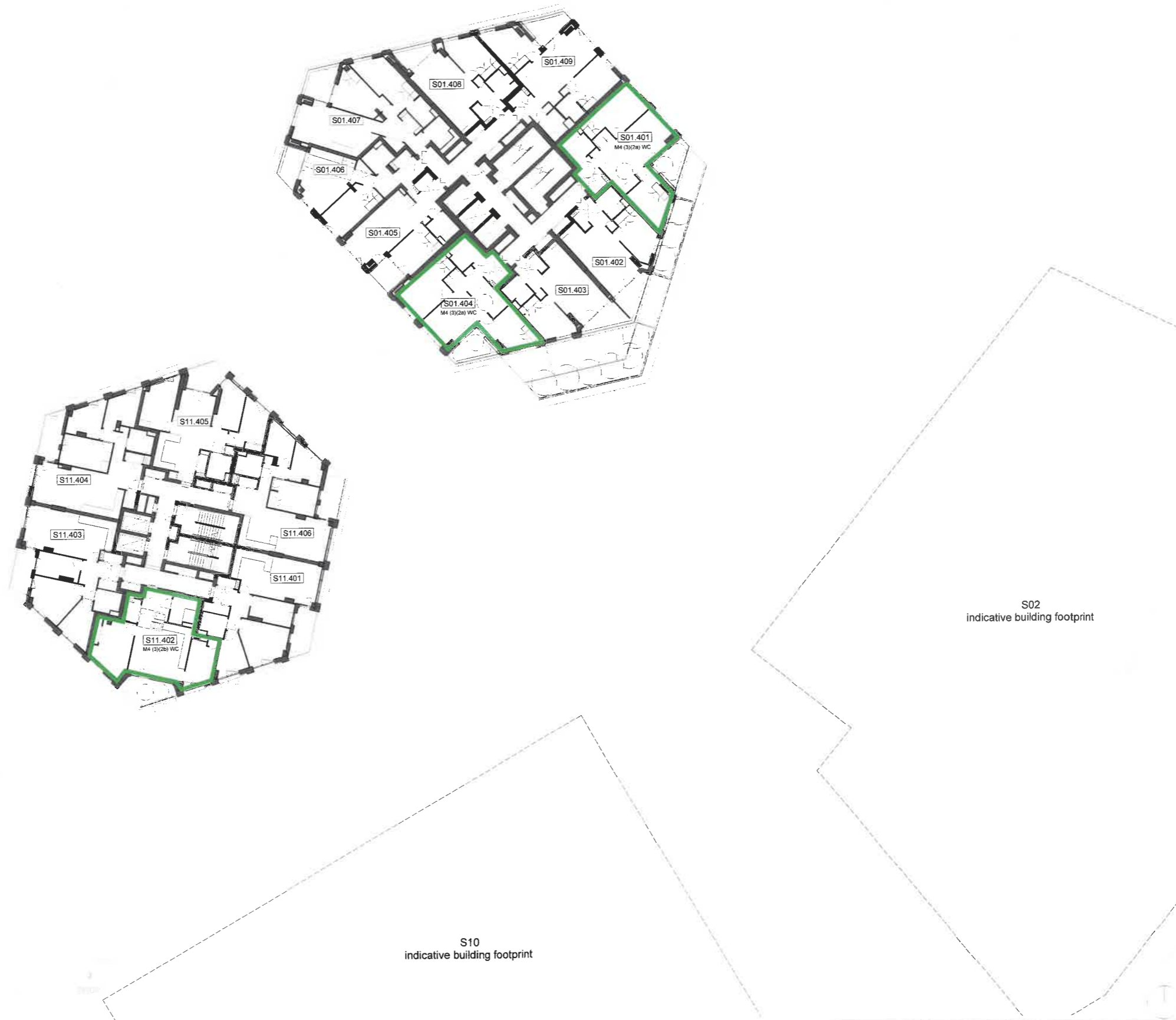
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STATUS CODE:	STATUS DESCRIPTION: Planning
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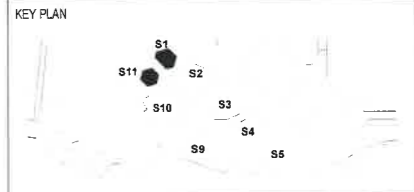
NOTES  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

**Key:**

	IQL South - Future building footprints (indicative)
	Residential unit reference
	Wheelchair accessible unit



PL3	Planning Updates	14/04/23	ABA
PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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**ALISON BROOKS ARCHITECTS**  
Unit 610 Highgate Studios  
53-79 Highgate Road  
London NW5 1TL, UK  
T +44 (0)20 7267 9777  
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PROJECT  
International Quarter London  
Plots S1/S11

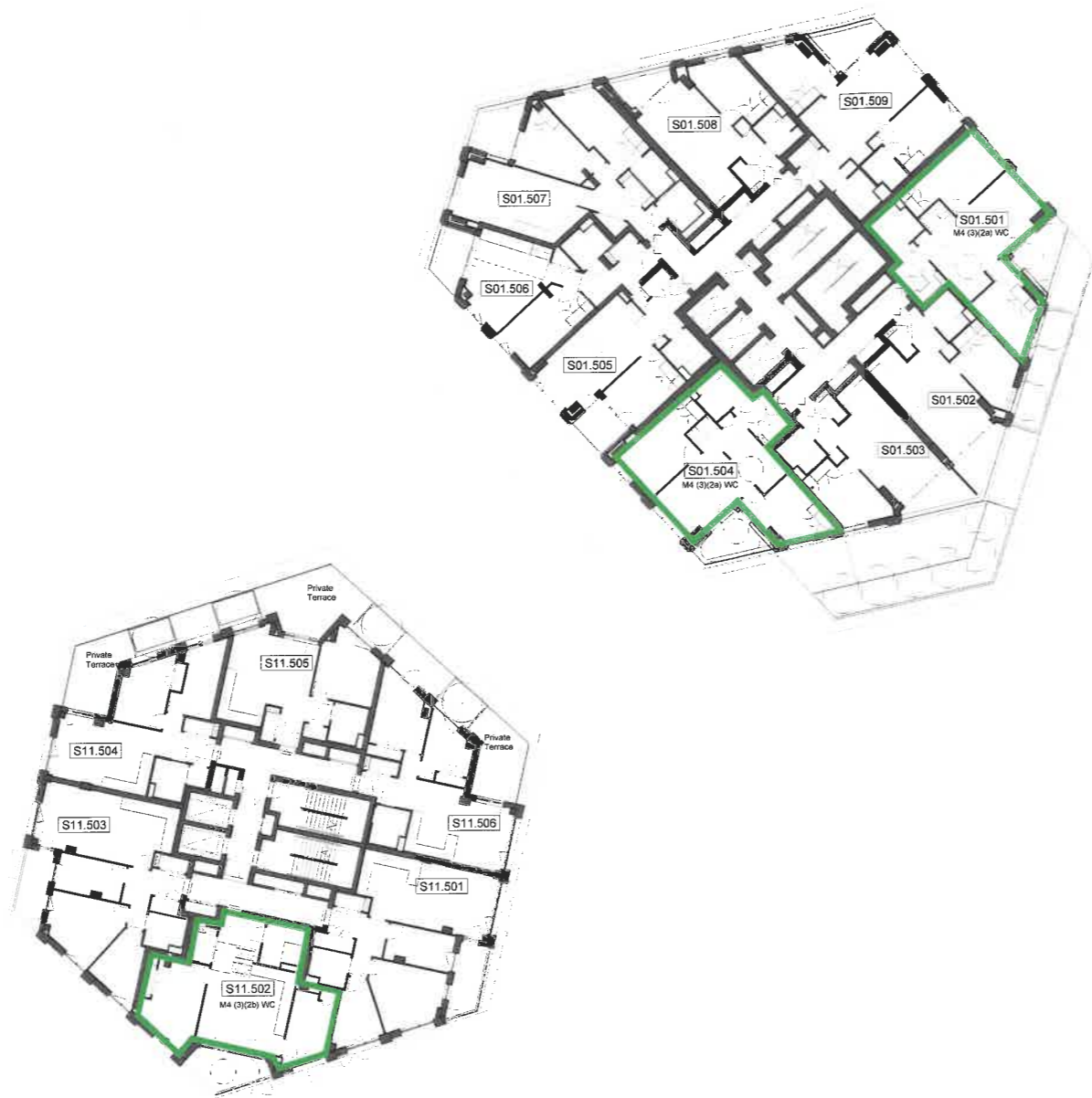
DRAWING TITLE  
GA Plan - Level 04



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DRAWING NUMBER IQLSZZ-ABA-ZZ-04-DR-AR-052004	REV PL3
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STATUS CODE: Planning	STATUS DESCRIPTION:
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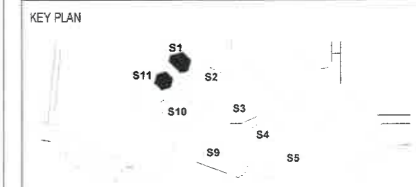
Level 05 General Arrangement  
1 : 200

NOTES  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

**Key:**

	IQL South - Future building footprints (indicative)
	Residential unit reference
	M4 (3)(2a/b) WC Wheelchair accessible unit

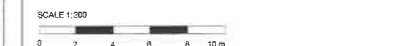
REV	DESCRIPTION	DATE	BY
PL3	Planning Updates	14/04/23	ABA
PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA



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**ALISON BROOKS ARCHITECTS**  
Unit 610 Highgate Studios  
53-79 Highgate Road  
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T +44 (0)20 7267 9777  
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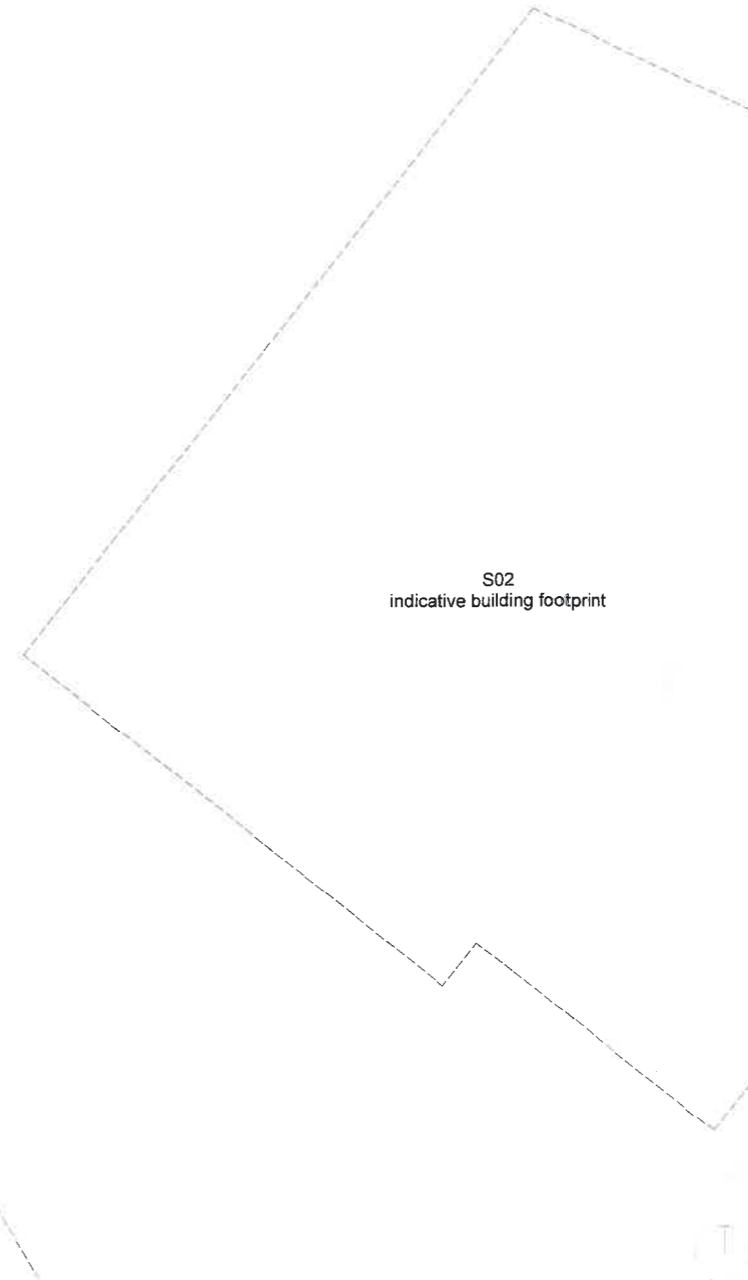
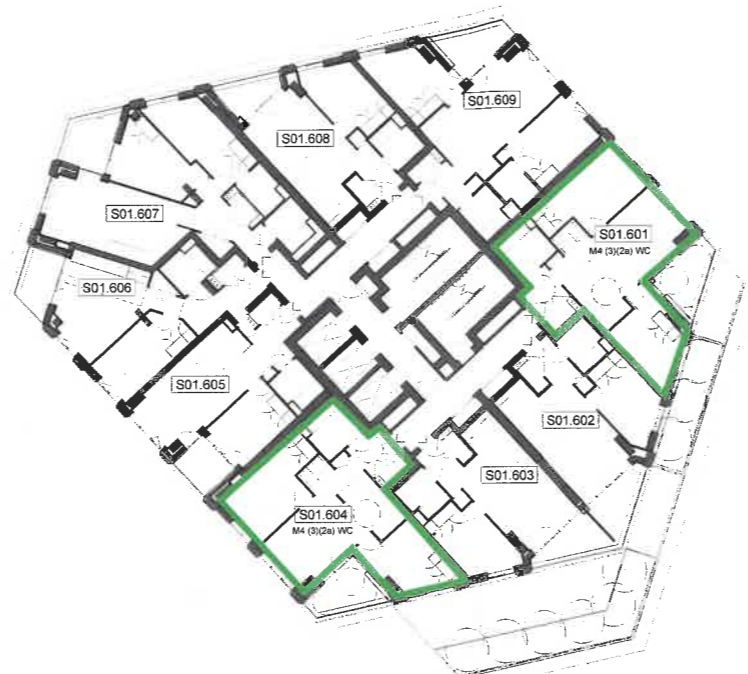
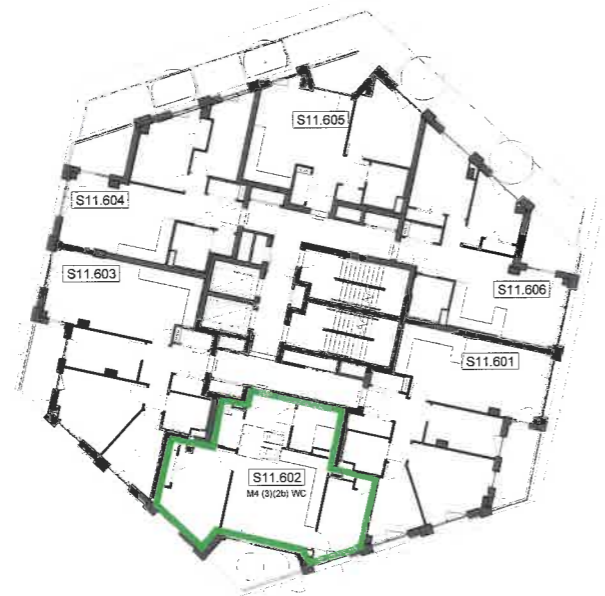
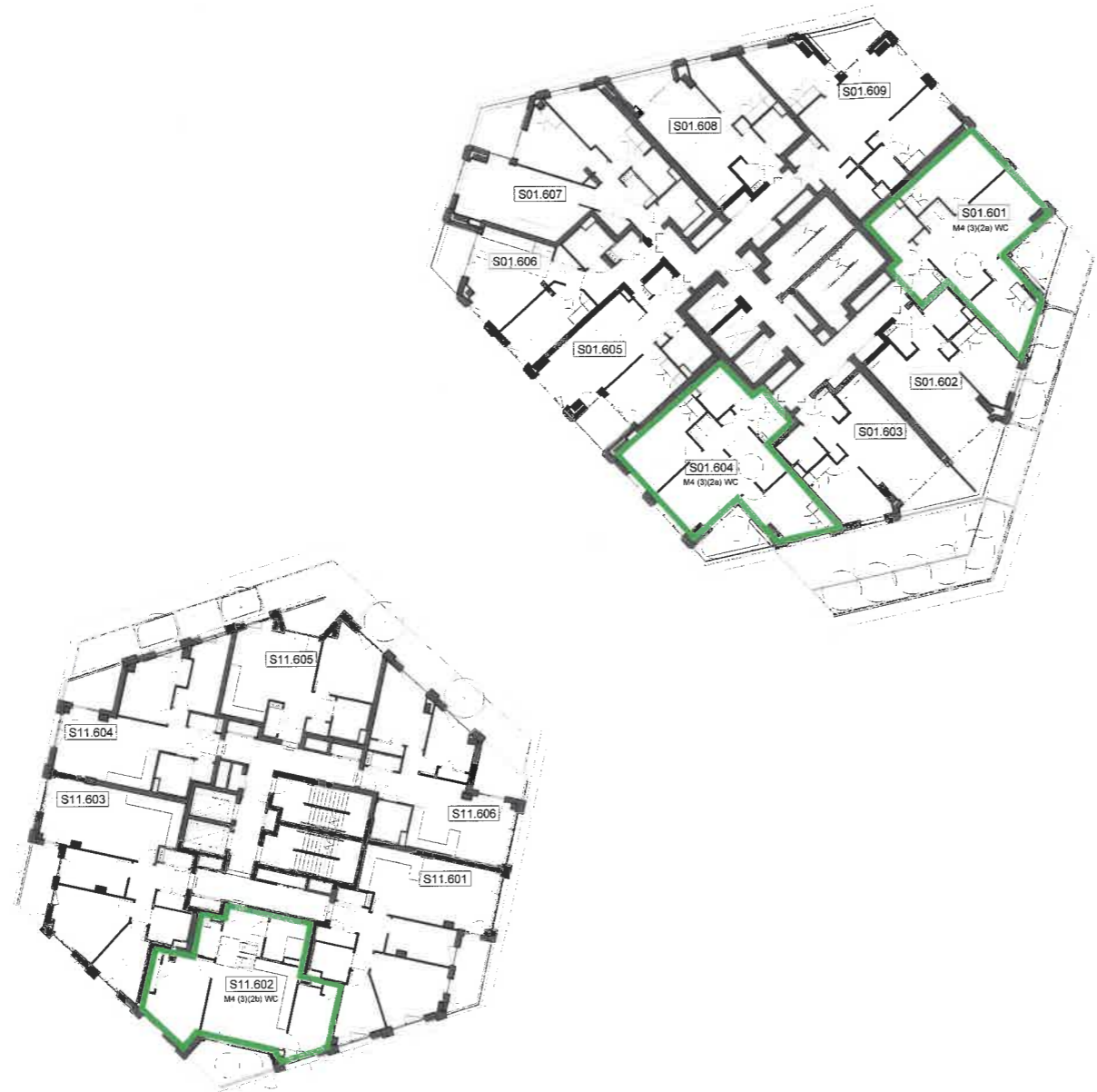
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GA Plan - Level 05



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DRAWING NUMBER IQLSZZ-ABA-ZZ-05-DR-AR-052005	REV PL3
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STATUS CODE: Planning	STATUS DESCRIPTION:
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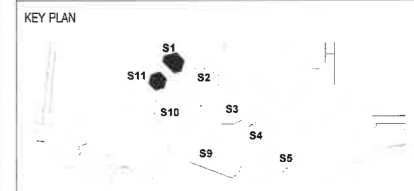
Level 06 General Arrangement  
1 : 200

**NOTES**  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineers' information. Architect to be immediately notified of discrepancies.

**Key:**

	IQL South - Future building footprints (indicative)
	Residential unit reference
	M4 (3)(2a) WC Wheelchair accessible unit

PL3	Planning Updates	14/04/23	ABA
PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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Unit 610 Highgate Studios  
53-79 Highgate Road  
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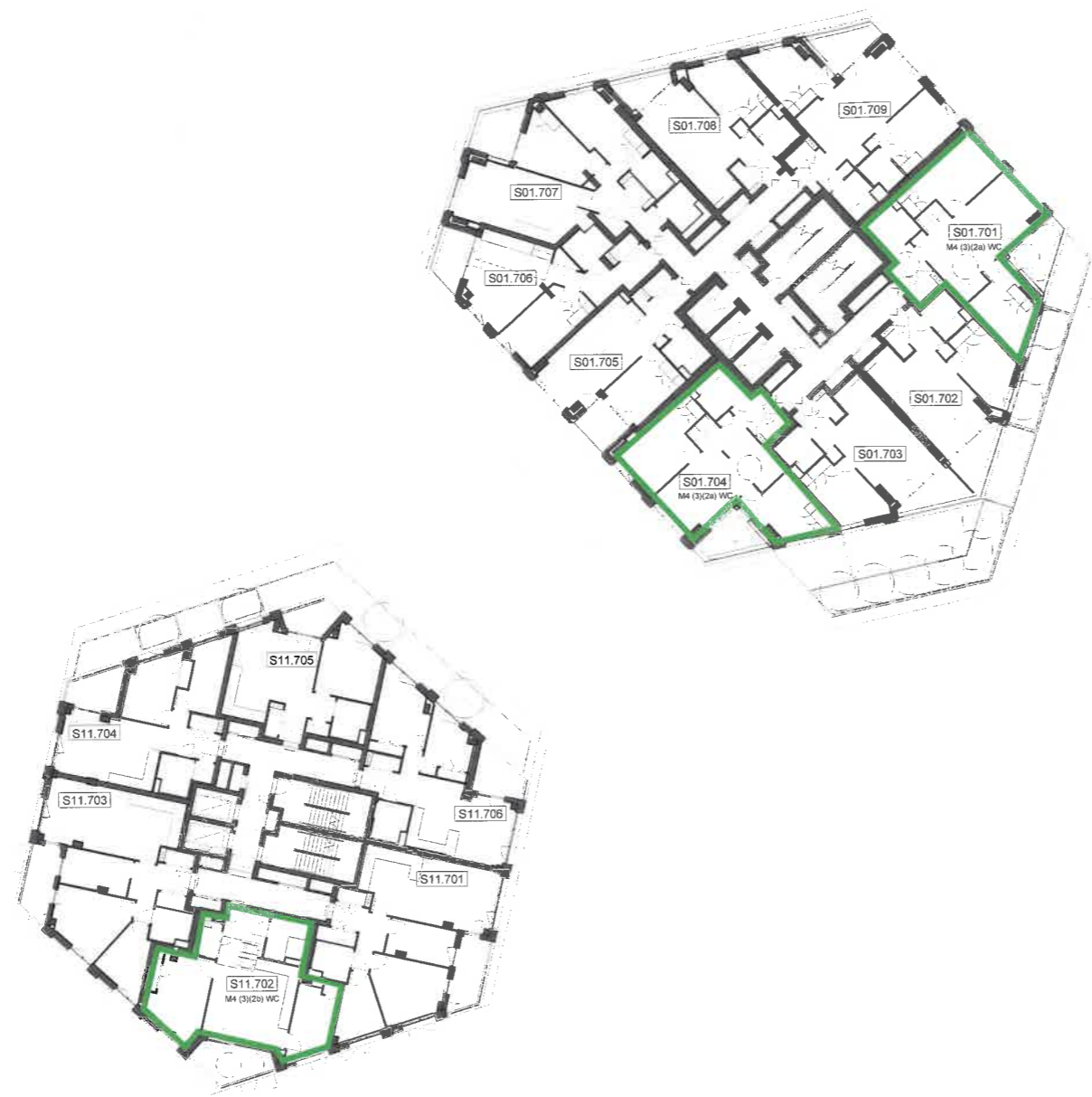
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GA Plan - Level 06  
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DRAWING NUMBER  
IQLSZZ-ABA-ZZ-06-DR-AR-052006

REV  
PL3

STATUS CODE: Planning  
STATUS DESCRIPTION:



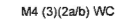


S10  
indicative building footprint

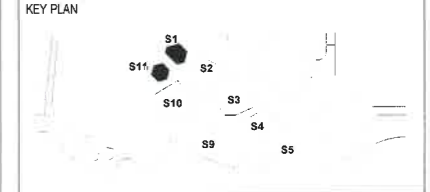
S2  
indicative building footprint

NOTES  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

**Key:**

	IQL South - Future building footprints (indicative)
	Residential unit reference
	M4 (3)2a) WC Wheelchair accessible unit

PL3	Planning Updates	14/04/23	ABA
PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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**ALISON BROOKS ARCHITECTS**

Unit 610 Highgate Studios  
53-79 Highgate Road  
London NW51TL, UK  
T +44 (0)20 7257 9777  
info@alisonbrooksarchitects.com

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Plots S1/S11

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GA Plan - Level 07



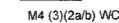
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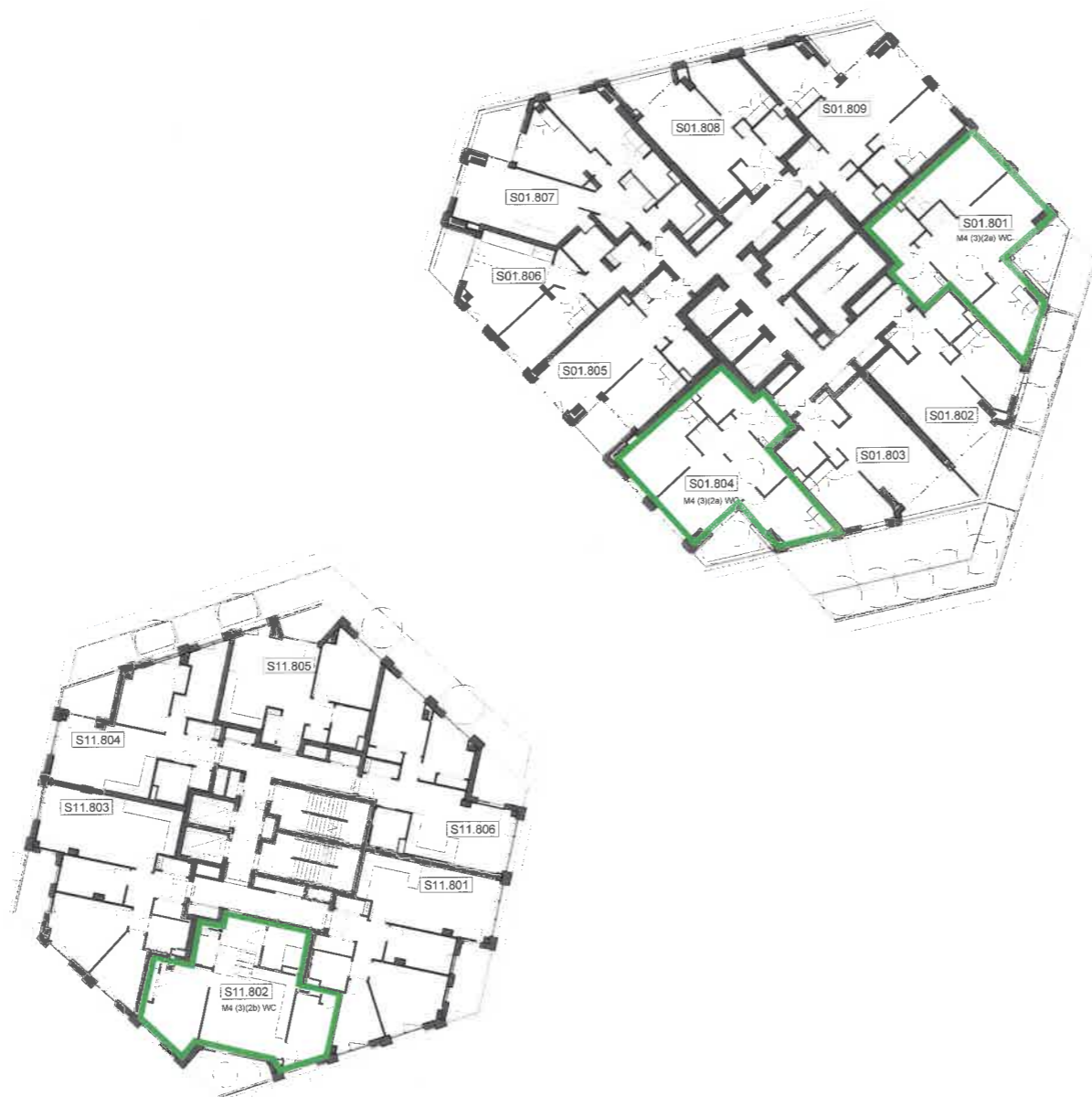


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APPROVED BY: MM		REV PL3
DRAWING NUMBER IQLSZZ-ABA-ZZ-07-DR-AR-052007		STATUS DESCRIPTION: Planning

NOTES  
Do not scale from this drawing. To be read in conjunction with all relevant Architects' Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

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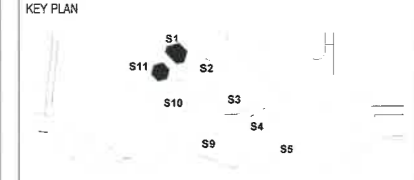
-  IQL South - Future building footprints (indicative)
-  S01.101 Residential unit reference
-  M4 (3)(2a/b) WC Wheelchair accessible unit



153C02

**Level 08 General Arrangement**  
1 : 200

PL3	Planning Updates	14/04/23	ABA
PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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**ALISON BROOKS ARCHITECTS**

Unit 610 Highgate Studios  
53-79 Highgate Road  
London NW5 1TL, UK  
T +44 (0)20 7267 9777  
info@alisonbrooksarchitects.com

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DRAWING TITLE

**GA Plan - Level 08**

SCALE 1:200

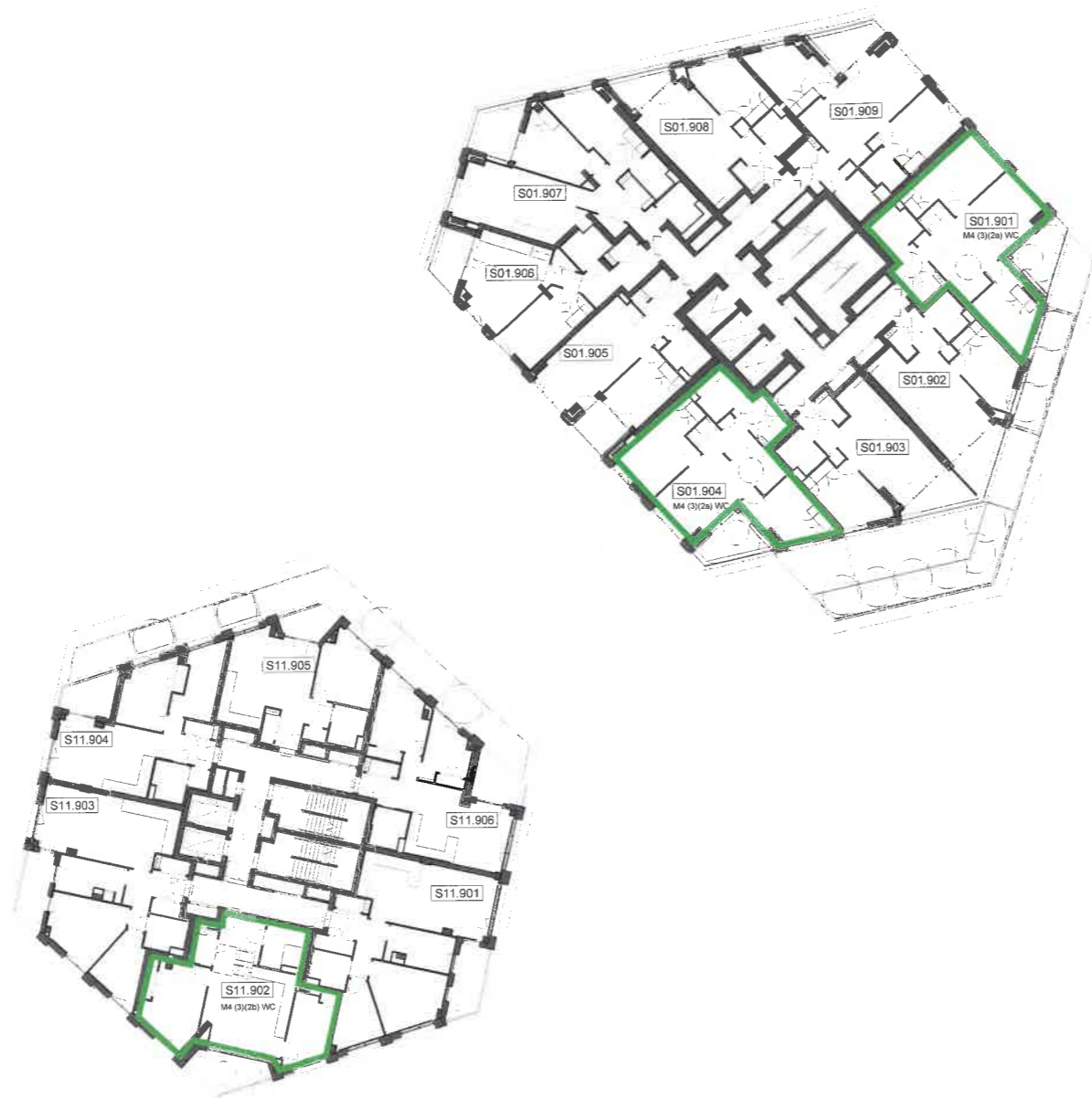
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DRAWING NUMBER  
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REV  
PL3

STATUS CODE: Planning

STATUS DESCRIPTION:

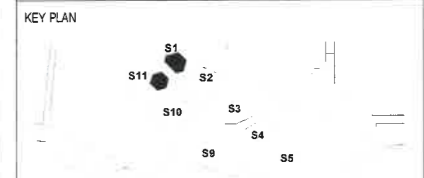


**NOTES**  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

**Key:**

	IQL South - Future building footprints (indicative)
S01.101	Residential unit reference
M4 (3)(2a/b) WC	Wheelchair accessible unit

PL3	Planning Updates	14/04/23	ABA
PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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T +44 (0)20 7267 9777  
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Plots S1/S11

**DRAWING TITLE**

GA Plan - Level 09

SCALE 1:200

SCALE AT A1 1 : 200	DATE: 02/07/21	JOB NUMBER: IQLSZZ
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
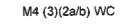
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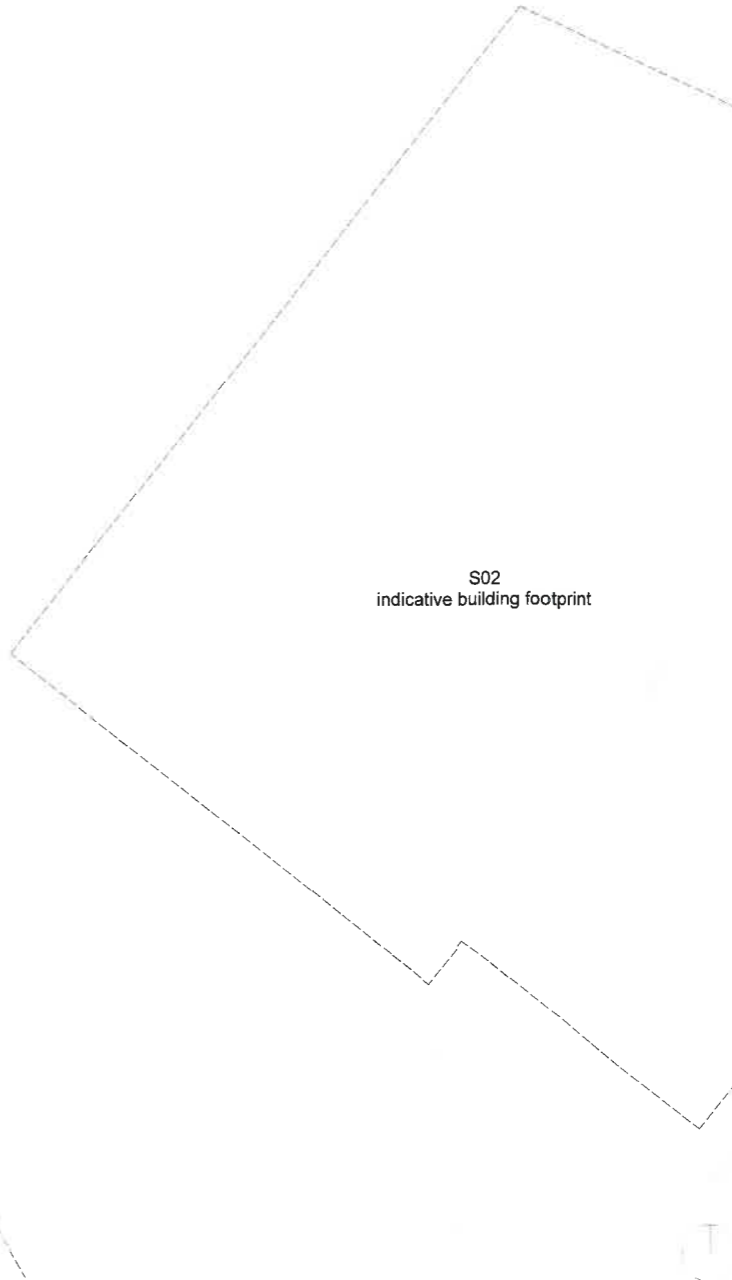
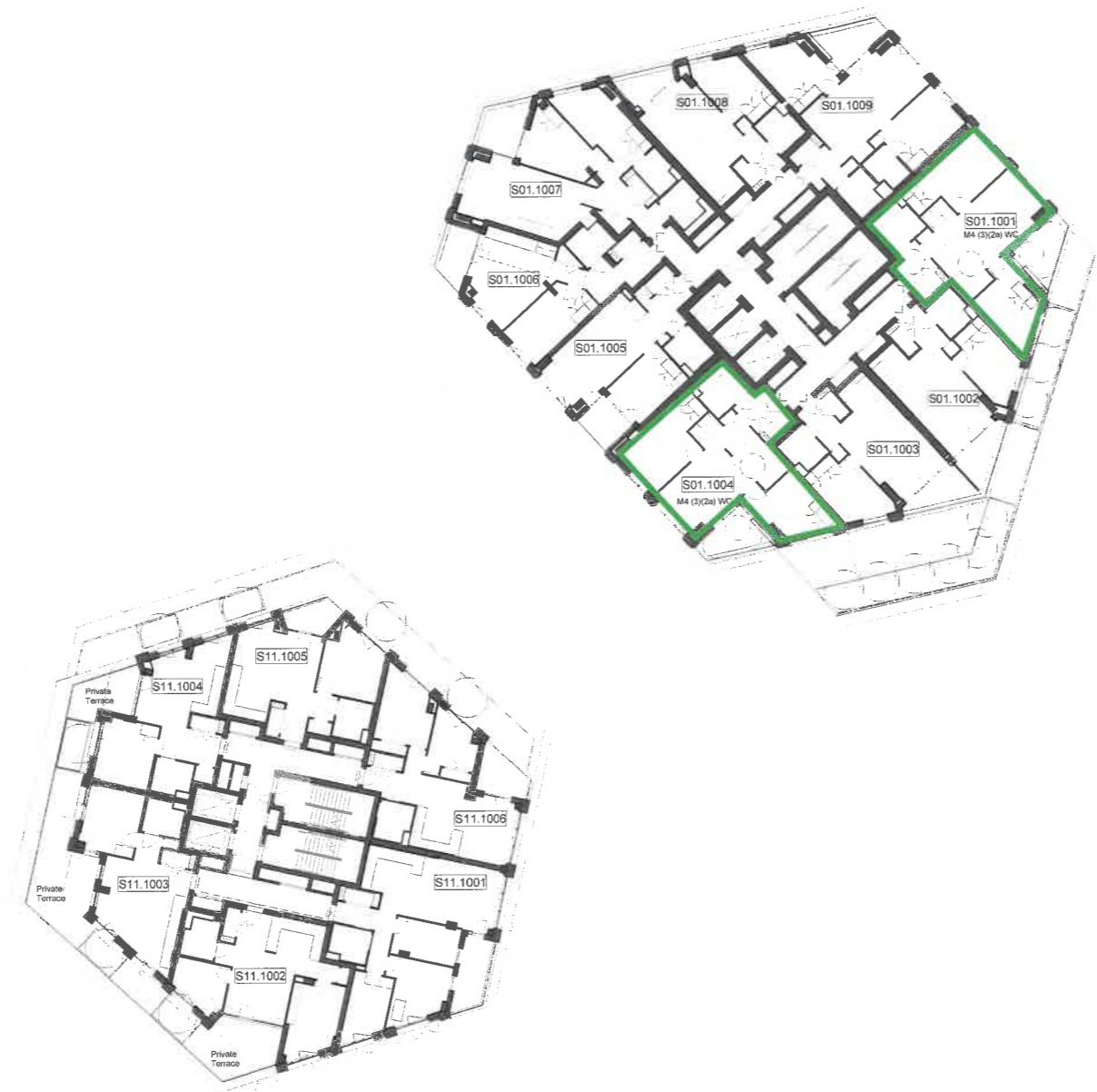
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NOTES  
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**Key:**

	IQL South - Future building footprints (indicative)
	Residential unit reference
	Wheelchair accessible unit



S10  
indicative building footprint

S02  
indicative building footprint

PL3	Planning Updates	14/04/23	ABA
PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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**ALISON BROOKS ARCHITECTS**  
Unit 610 Highgate Studios  
53-79 Highgate Road  
London NW5 1TL, UK  
T +44 (0)20 7267 9777  
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DRAWING TITLE  
GA Plan - Level 10  
SCALE 1:200

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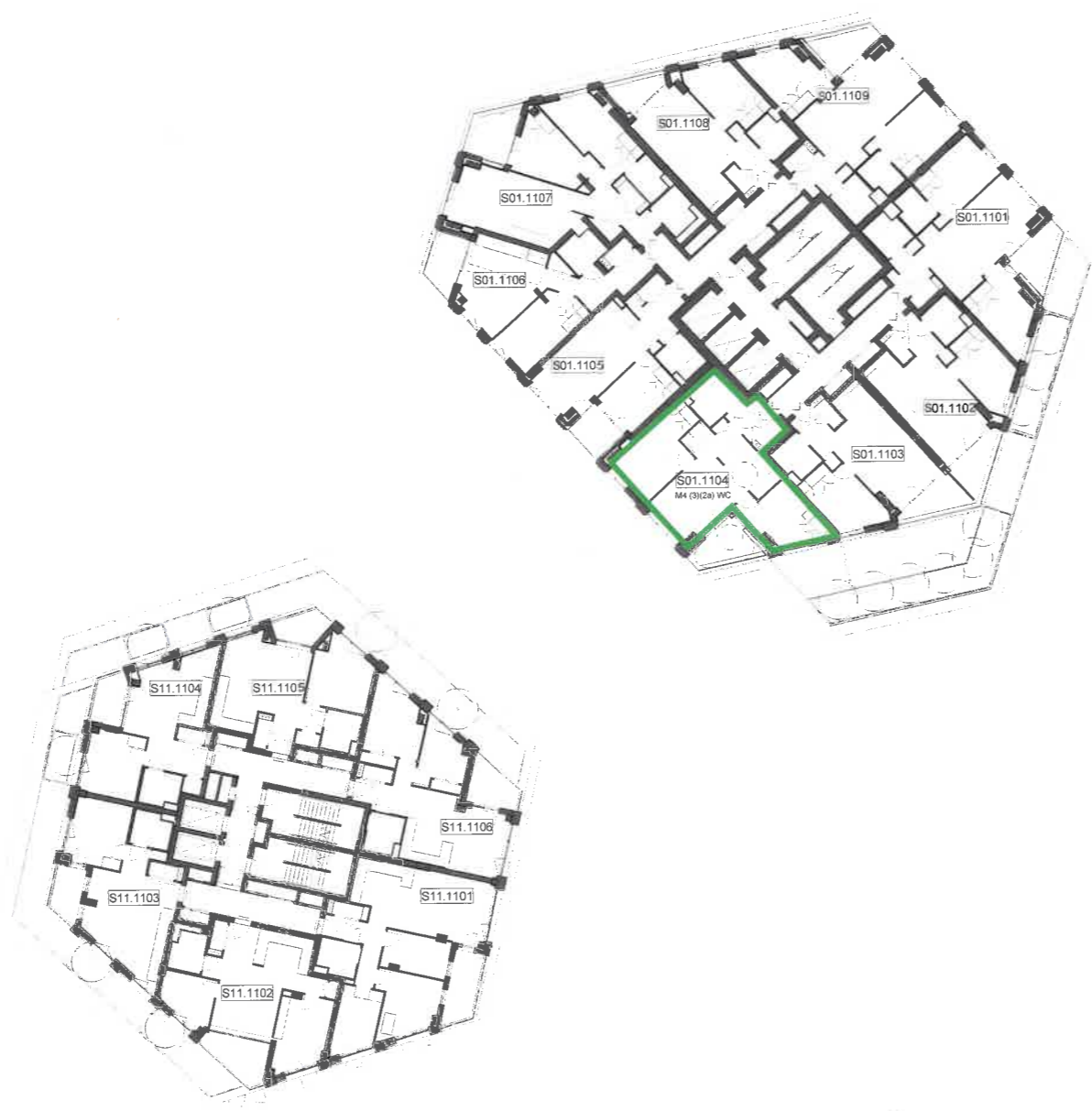
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STATUS CODE:	STATUS DESCRIPTION:
	Planning



75 2

300



S02  
indicative building footprint

S10  
indicative building footprint

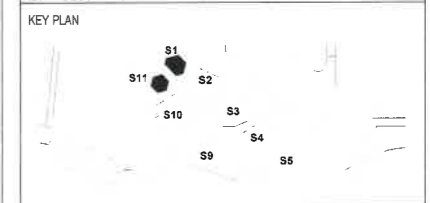
Level 11 General Arrangement  
1 : 200

NOTES  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

**Key:**

	IQL South - Future building footprints (indicative)
S01.101	Residential unit reference
M4 (3)(2a/b) WC	Wheelchair accessible unit

REV	DESCRIPTION	DATE	BY
PL3	Planning Updates	14/04/23	ABA
PL2	Planning Updates	10/11/22	ABA
PL1	Planning Set	02/07/21	ABA



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**ALISON BROOKS ARCHITECTS**  
 Unit 610 Highgate Studios  
 53-79 Highgate Road  
 London NW5 1TL, UK  
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PROJECT  
 International Quarter London  
 Plots S1/S11



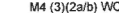
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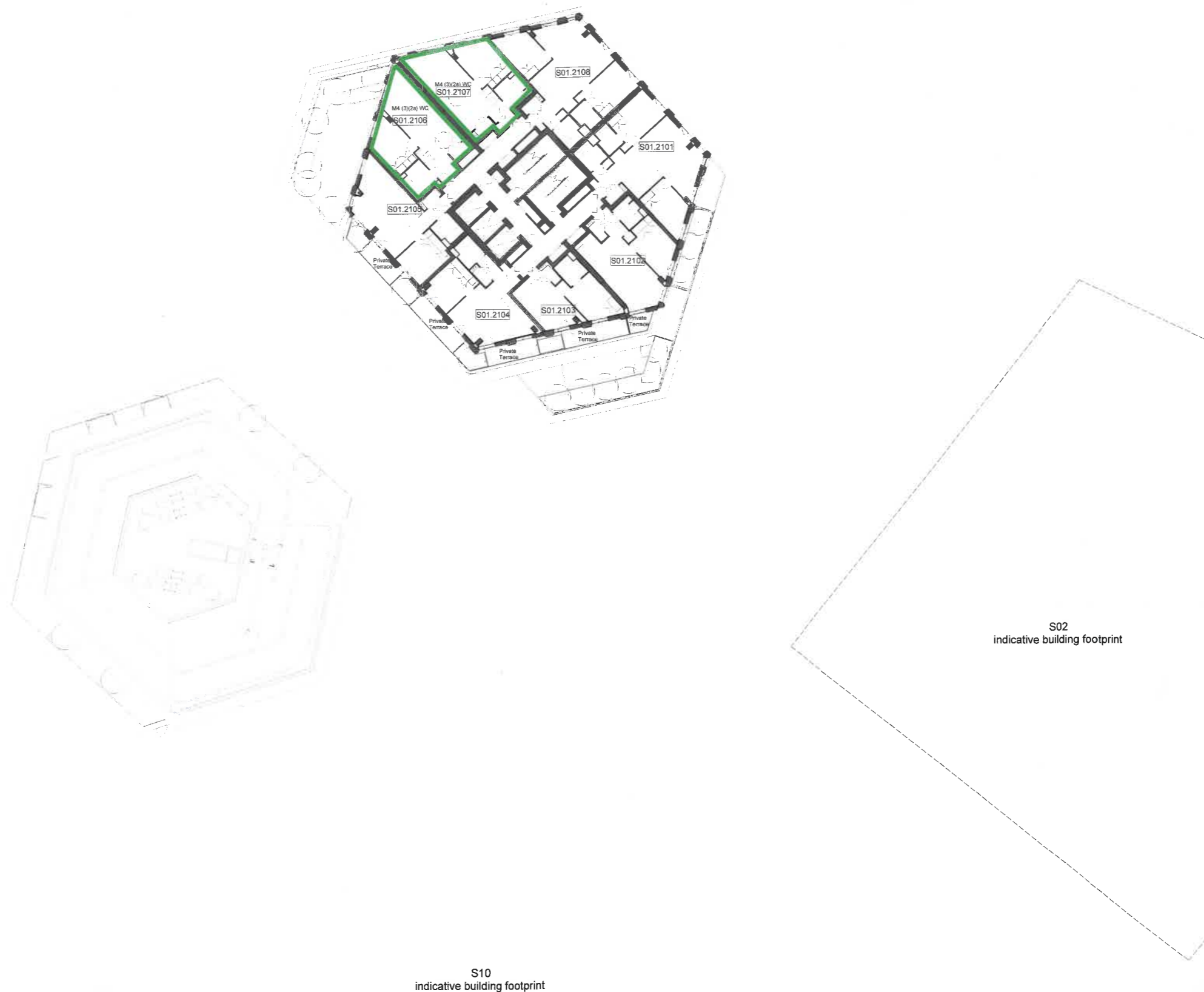
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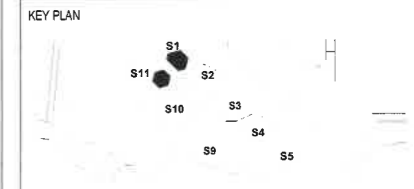
NOTES  
Do not scale from this drawing. To be read in conjunction with all relevant Architects' Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

**Key:**

	IQL South - Future building footprints (indicative)
	Residential unit reference
	Wheelchair accessible unit



PL2	Planning Updates	14/04/23	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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PROJECT  
International Quarter London  
Plots S1/S11

DRAWING TITLE  
GA Plan - Level 21



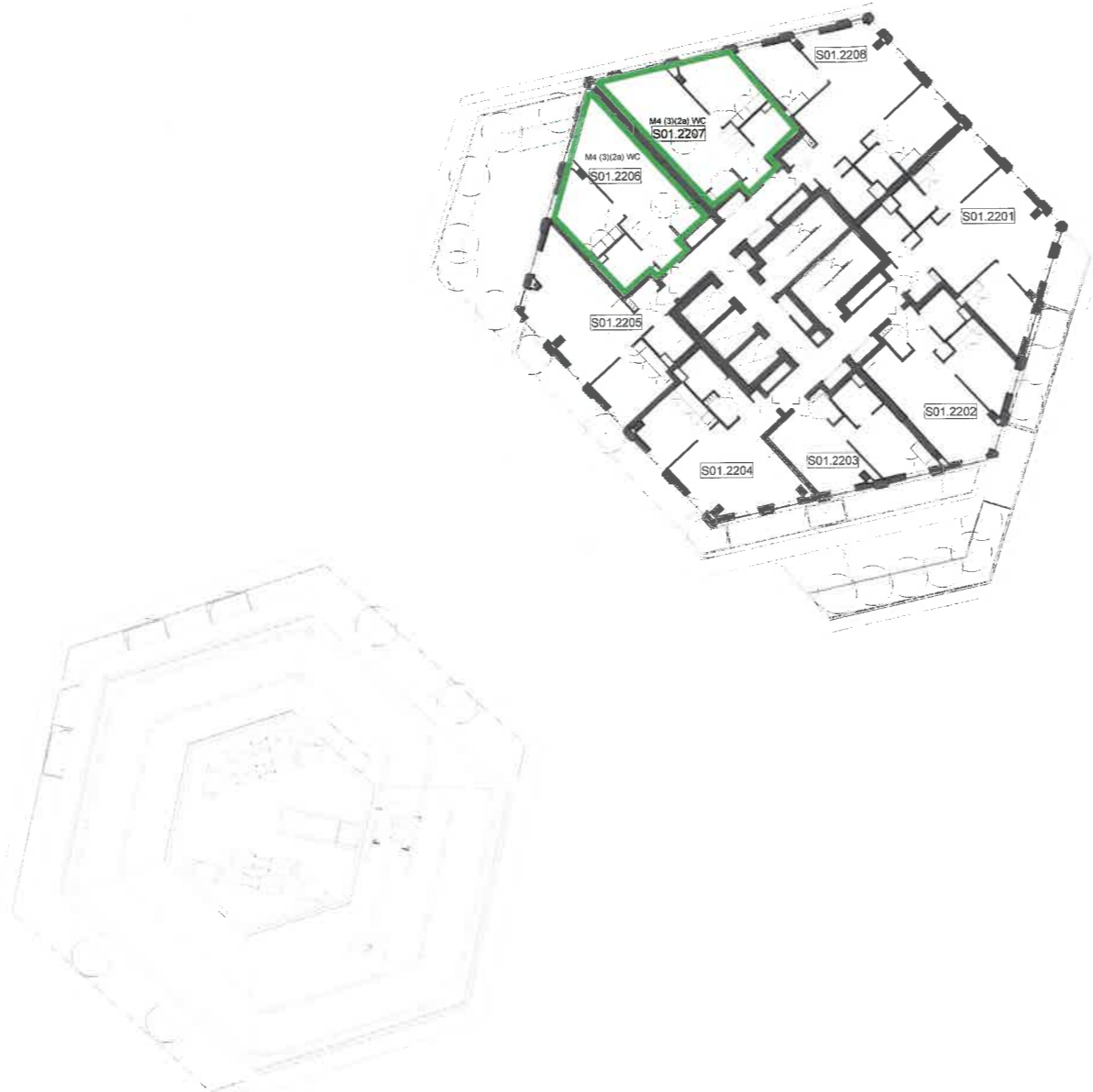
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DRAWING NUMBER IQLSZZ-ABA-ZZ-21-DR-AR-052021	REV PL2
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STATUS CODE: Planning	STATUS DESCRIPTION:
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53/2

53/1



S10  
indicative building footprint

S2  
indicative building footprint

NOTES  
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**Key:**

	IQL South - Future building footprints (indicative)
	Residential unit reference
	Wheelchair accessible unit

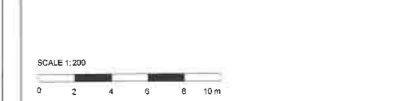
PL2	Planning Updates	14/04/23	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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**ALISON BROOKS ARCHITECTS**  
Unit 610 Highgate Studios  
53-79 Highgate Road  
London NW51TL, UK  
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PROJECT  
International Quarter London  
Plots S1/S11

DRAWING TITLE  
GA Plan - Level 22





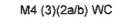
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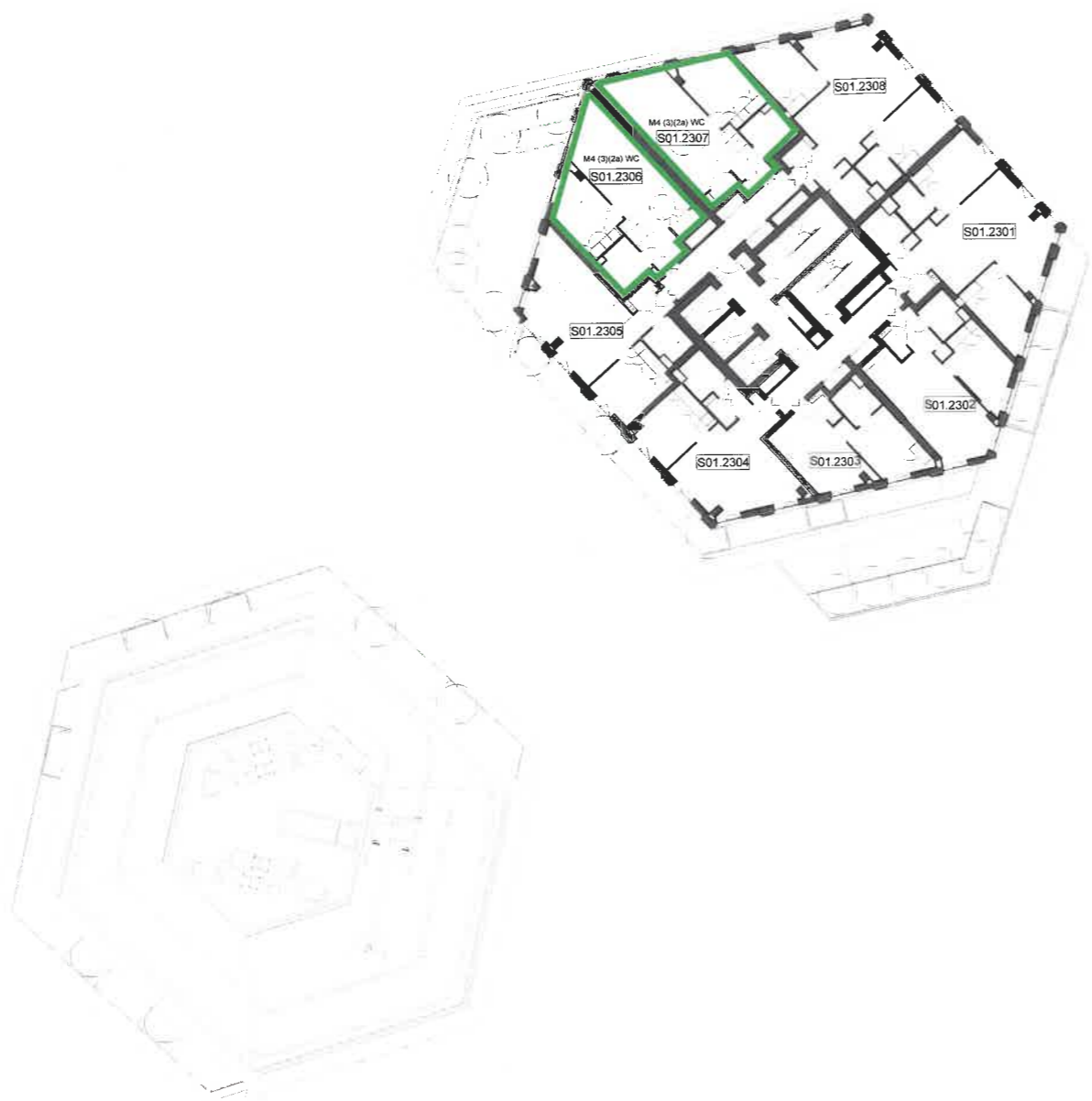
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STATUS CODE:	STATUS DESCRIPTION: Planning
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NOTES  
 Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

**Key:**

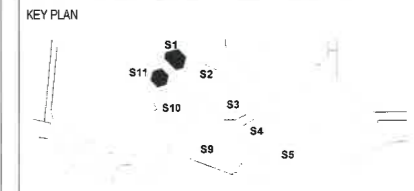
	IQL South - Future building footprints (indicative)
	Residential unit reference
	Wheelchair accessible unit



S02  
indicative building footprint

S10  
indicative building footprint

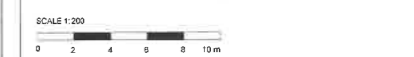
PL2	Planning Updates	14/04/23	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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 Unit 610 Highgate Studios  
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 London NW5 1TL, UK  
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PROJECT  
 International Quarter London  
 Plots S1/S11

DRAWING TITLE  
 GA Plan - Level 23





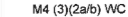
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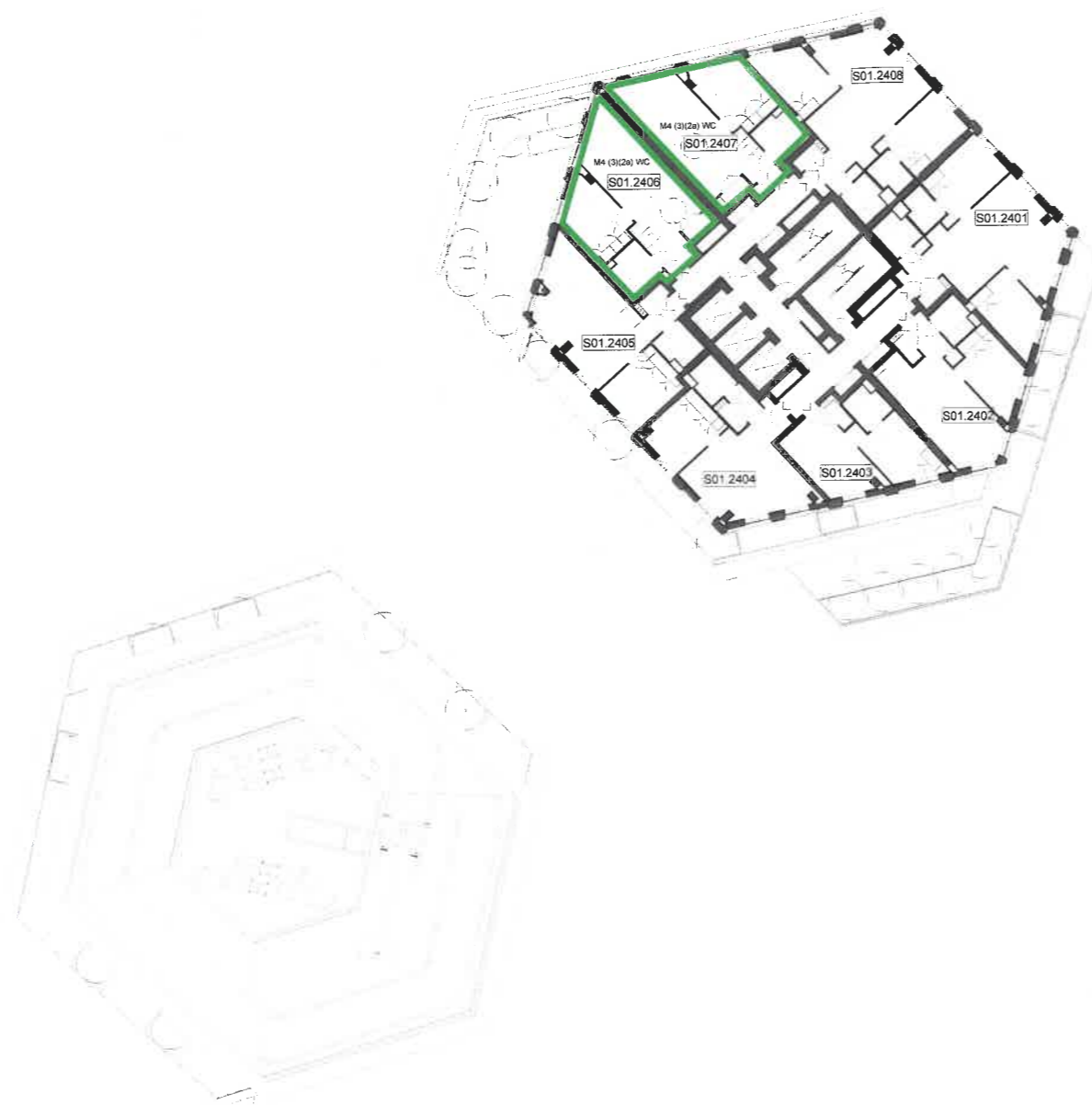
DRAWING NUMBER  
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REV  
 PL2

STATUS CODE:	STATUS DESCRIPTION:
	Planning

NOTES  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

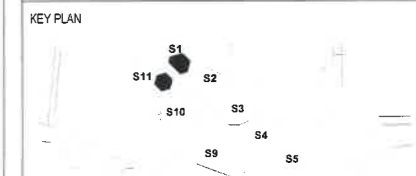
**Key:**  
 IQL South - Future building footprints (indicative)  
 Residential unit reference  
 M4 (3)(2a/b) WC Wheelchair accessible unit



S02  
indicative building footprint

S10  
indicative building footprint

PL2	Planning Updates	14/04/23	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



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**ALISON BROOKS ARCHITECTS**  
 Unit 610 Highgate Studios  
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 London NW5 1TL, UK  
 T +44 (0)20 7267 9777  
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PROJECT  
 International Quarter London  
 Plots S1/S11

DRAWING TITLE  
 GA Plan - Level 24



SCALE AT A1	DATE:	JOB NUMBER:
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

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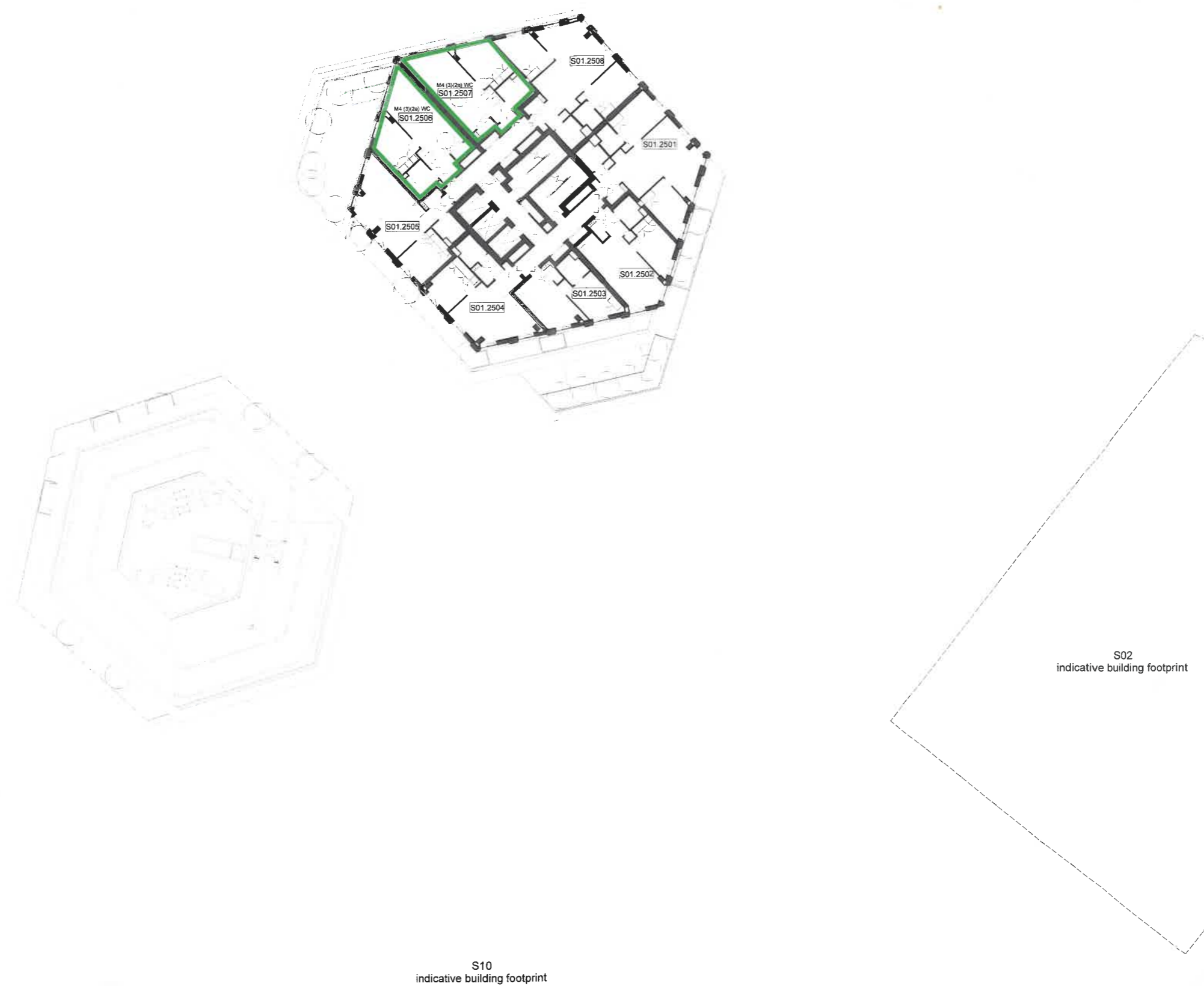
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IQLSZZ-ABA-ZZ-24-DR-AR-052024	PL2

STATUS CODE:	STATUS DESCRIPTION:
	Planning

NOTES  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

**Key:**

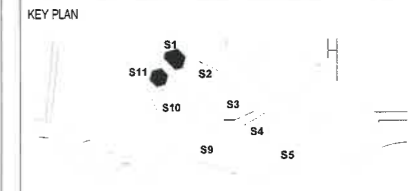
	IQL South - Future building footprints (indicative)
	Residential unit reference
	Wheelchair accessible unit



S10  
indicative building footprint

S02  
indicative building footprint

PL2	Planning Updates	14/04/23	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



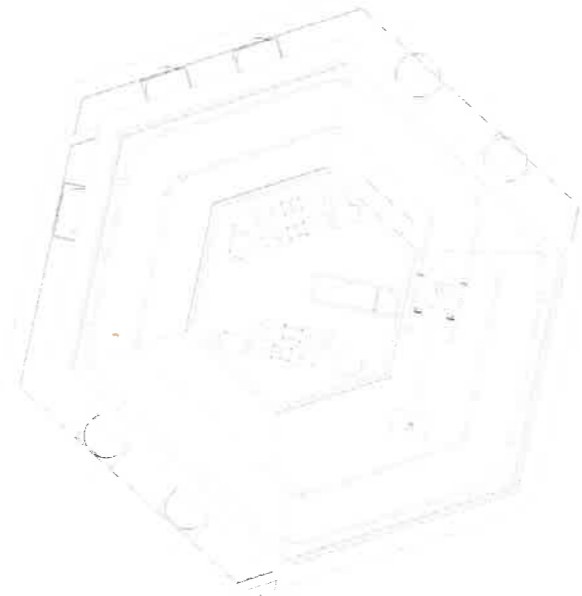
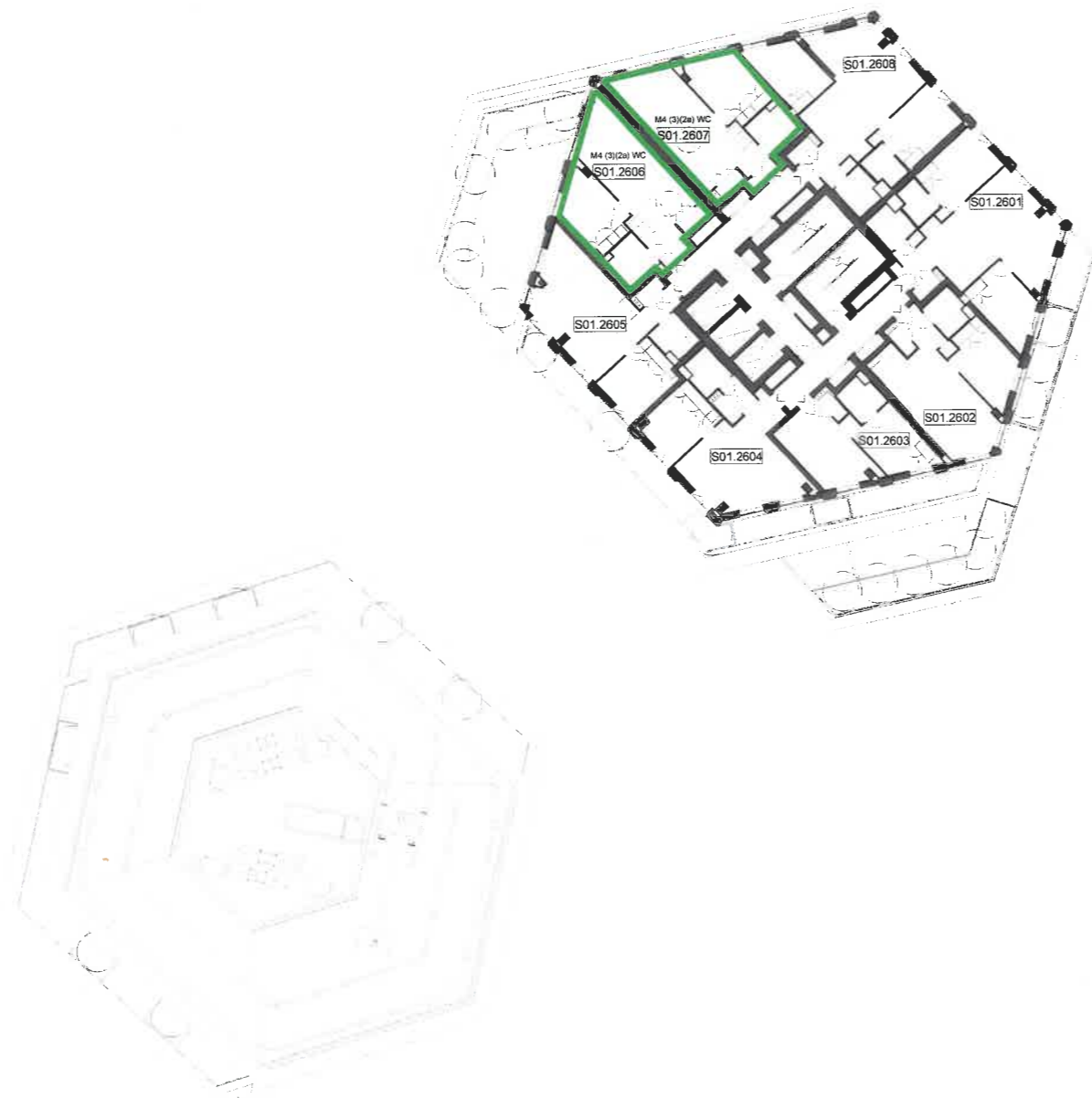
LEAD DESIGNER  
**ALISON BROOKS ARCHITECTS**  
Unit 610 Highgate Studios  
53-79 Highgate Road  
London, NW51TL, UK  
T +44 (0)20 7267 9777  
info@alisonbrooksarchitects.com

PROJECT  
International Quarter London  
Plots S1/S11

DRAWING TITLE  
GA Plan - Level 25  
SCALE 1:200  


SCALE AT A1 1 : 200	DATE: 02/07/21	JOB NUMBER: IQLSZZ
SCALE AT A3 1 : 400	DRAWN BY: CM	CHECKED BY: RR
DRAWING NUMBER IQLSZZ-ABA-ZZ-DR-AR-052025		APPROVED BY: MM
DRAWING NUMBER IQLSZZ-ABA-ZZ-DR-AR-052025		REV PL2

STATUS CODE:	STATUS DESCRIPTION: Planning
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
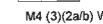


S10  
indicative building footprint

S02  
indicative building footprint

NOTES  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineer' information. Architect to be immediately notified of discrepancies.

**Key:**

-  IQL South - Future building footprints (indicative)
-  S01.101 Residential unit reference
-  M4 (3)(2a)(b) WC Wheelchair accessible unit

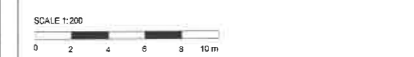
PL2	Planning Updates	14/04/23	ABA
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



LEAD DESIGNER  
**ALISON BROOKS ARCHITECTS**  
Unit 610 Highgate Studios  
63-79 Highgate Road  
London NW5 1TL, UK  
T +44 (0)20 7267 9777  
info@alisonbrooksarchitects.com

PROJECT  
International Quarter London  
Plots S1/S11

DRAWING TITLE  
GA Plan - Level 26



SCALE AT A1 1 : 200	DATE: 02/07/21	JOB NUMBER: IQLSZZ
SCALE AT A3 1 : 400	DRAWN BY: CM	CHECKED BY: RR
	APPROVED BY: MM	

DRAWING NUMBER IQLSZZ-ABA-ZZ-26-DR-AR-052026	REV PL2
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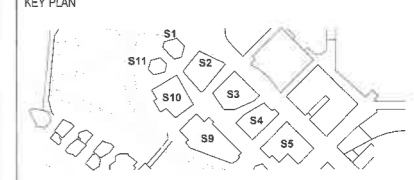
STATUS CODE:	STATUS DESCRIPTION: Planning
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**NOTES**  
Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineers' information. Architect to be immediately notified of discrepancies.

- Key:**
- S1/S11 Site boundary
  - Land in same ownership
  - Existing IQL Buildings or Buildings with Reserved Matters Approval
  - IQL South - Future building footprints (indicative)
  - Surrounding context buildings

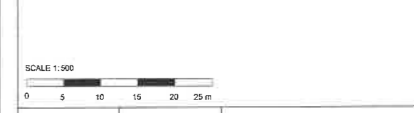
PL1	Planning Set	02/07/21	ABA
REV	DESCRIPTION	DATE	BY



LEAD DESIGNER  
**ALISON BROOKS ARCHITECTS**  
Unit 610 Highgate Studios  
53-79 Highgate Road  
London N4 5 1TL, UK  
T +44 (0)20 7267 9777  
info@alisonbrooksarchitects.com

PROJECT  
International Quarter London  
Plots S1/S11

DRAWING TITLE  
Proposed Site Plan

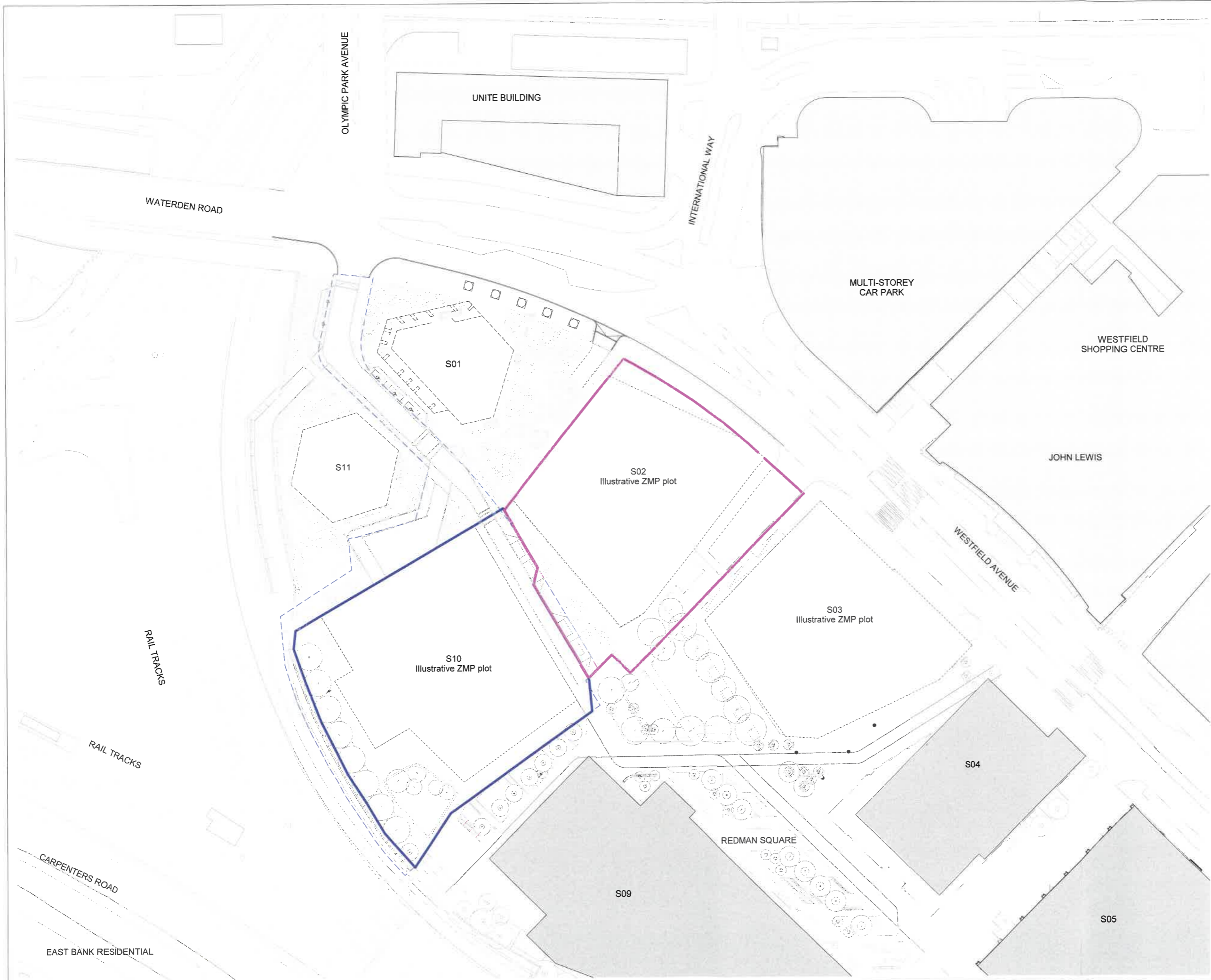


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SCALE AT A3 1 : 1000	DRAWN BY: CM	CHECKED BY: RR
	APPROVED BY: NC	

DRAWING NUMBER IQLSZZ-ABA-ZZ-DR-AR-021003	REV PL1
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STATUS CODE:	STATUS DESCRIPTION: Planning
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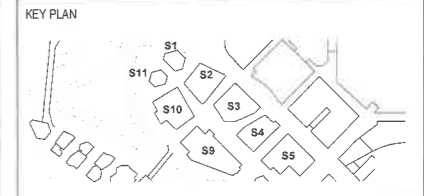




**NOTES**  
 Do not scale from this drawing. To be read in conjunction with all relevant Architects', Services and Structural Engineers' information. Architect to be immediately notified of discrepancies.

- Key:**
- S2 Plot Boundary
  - S10 Plot Boundary
  - S10 Application Boundary Line
  - Existing IQL Buildings or Buildings with Reserved Matters Approval
  - IQL South - Future building footprints (indicative)
  - Surrounding context buildings

PL1	Site Boundary Update	24/07/23	ABA
REV	DESCRIPTION	DATE	BY



**LEAD DESIGNER**  
**ALISON BROOKS ARCHITECTS**  
 Unit 610 Highgate Studios  
 53-79 Highgate Road  
 London NW5 1TL, UK  
 T +44 (0)20 7267 9777  
 info@alisonbrooksarchitects.com

**PROJECT**  
 International Quarter London  
 Plots S1/S11

**DRAWING TITLE**  
 S2 and S10 Location Plan

SCALE AT A1	DATE:	JOB NUMBER:	
1 : 500	07/24/23	IQLSZZ	
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1:1000	CM	RR	MM
DRAWING NUMBER			REV
IQLSZZ-ABA-ZZ-ZZ-DR-AR-021004			PL1

**STATUS CODE:** **STATUS DESCRIPTION:**  
 Information

**APPENDIX 2**

**Draft Planning Permission**

**FULL PLANNING PERMISSION APPROVAL**

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

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Please see notes at the end of this notice

**Applicant**

IQL S1/S11 (GP) Ltd  
c/o Agent

**Agent**

Matthew Eyre  
Quod  
21 Soho Square  
London  
W1D 3QP

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**Part I - Particulars of Application**

Date of Application: 25-Aug-2021

Application No: 21/00416/FUL

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**Proposal:** Application for full planning permission for the construction of two residential buildings, with flexible use floorspace for residential (ancillary uses) / commercial, business and service / local community / drinking establishment uses (Use Classes C3/E/F.2/Sui Generis), with associated landscaping, parking, servicing, creation of accesses and related highway works and other associated works."

**Location:** Plot S1/S11, International Quarter London (IQL) South, Westfield Avenue, Stratford, E20 1GL

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**Part II - Particulars of Decision**

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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
Location Plan	IQLSZZ-ABA-ZZ-ZZ-DR-AR-011001	PL1
Proposed Site Plan	IQLSZZ-ABA-ZZ-ZZ-DR-AR-021003	PL2
GA Plan - Level 01	IQLSZZ-ABA-ZZ-01-DR-AR-052001	PL3
GA Plan - Level 02	IQLSZZ-ABA-ZZ-01-DR-AR-052002	PL3
GA Plan - Level 03	IQLSZZ-ABA-ZZ-01-DR-AR-052003	PL3
GA Plan - Level 04	IQLSZZ-ABA-ZZ-01-DR-AR-052004	PL3
GA Plan - Level 05	IQLSZZ-ABA-ZZ-01-DR-AR-052005	PL3
GA Plan - Level 06	QLSZZ-ABA-ZZ-01-DR-AR-052006	PL3
GA Plan - Level 07	IQLSZZ-ABA-ZZ-01-DR-AR-052007	PL3
GA Plan - Level 08	IQLSZZ-ABA-ZZ-01-DR-AR-052008	PL3
GA Plan - Level 09	IQLSZZ-ABA-ZZ-01-DR-AR-052009	PL3
GA Plan - Level 10	IQLSZZ-ABA-ZZ-01-DR-AR-052010	PL3
GA Plan - Level 11	IQLSZZ-ABA-ZZ-01-DR-AR-052011	PL3
GA Plan - Level 12	IQLSZZ-ABA-ZZ-01-DR-AR-052012	PL2
GA Plan - Level 13	IQLSZZ-ABA-ZZ-01-DR-AR-052013	PL2
GA Plan - Level 14	IQLSZZ-ABA-ZZ-01-DR-AR-052014	PL2
GA Plan - Level 15	IQLSZZ-ABA-ZZ-01-DR-AR-052015	PL2
GA Plan - Level 16	IQLSZZ-ABA-ZZ-01-DR-AR-052016	PL2

GA Plan - Level 17	IQLSZZ-ABA-ZZ-01-DR-AR-052017	PL2
GA Plan - Level 18	IQLSZZ-ABA-ZZ-01-DR-AR-052018	PL2
GA Plan - Level 19	IQLSZZ-ABA-ZZ-01-DR-AR-052019	PL2
GA Plan - Level 20	IQLSZZ-ABA-ZZ-01-DR-AR-052020	PL2
GA Plan - Level 21	IQLSZZ-ABA-ZZ-01-DR-AR-052021	PL2
GA Plan - Level 22	IQLSZZ-ABA-ZZ-01-DR-AR-052022	PL2
GA Plan - Level 23	IQLSZZ-ABA-ZZ-01-DR-AR-052023	PL2
GA Plan - Level 24	IQLSZZ-ABA-ZZ-01-DR-AR-052024	PL2
GA Plan - Level 25	IQLSZZ-ABA-ZZ-01-DR-AR-052025	PL2
GA Plan - Level 26	IQLSZZ-ABA-ZZ-01-DR-AR-052026	PL2
GA Plan - Level 27	IQLSZZ-ABA-ZZ-01-DR-AR-052027	PL2
GA Plan - Level 28	IQLSZZ-ABA-ZZ-01-DR-AR-052028	PL2
GA Plan - Level 29	IQLSZZ-ABA-ZZ-01-DR-AR-052029	PL2
GA Plan - Level 30	IQLSZZ-ABA-ZZ-01-DR-AR-052030	PL2
GA Plan - Level 31	IQLSZZ-ABA-ZZ-01-DR-AR-052031	PL2
GA Plan - Level 32	IQLSZZ-ABA-ZZ-01-DR-AR-052032	PL2
GA Plan - Level 33	IQLSZZ-ABA-ZZ-01-DR-AR-052033	PL2
GA Plan - Level 34	IQLSZZ-ABA-ZZ-01-DR-AR-052034	PL2
GA Plan – GF	IQLSZZ-ABA-ZZ-GF-DR-AR-052000	PL3
GA Plan – LGF	IQLSZZ-ABA-ZZ-LG-DR-AR-052099	PL2
GA Plan – Roof Level	IQLSZZ-ABA-ZZ-R1-DR-AR-052035	PL2
GA Plan – Roof Plan	IQLSZZ-ABA-ZZ-RF-DR-AR-052036	PL2
North East Elevation S1	IQLS01-ABA-ZZ-NE-DR-AR-054001	PL2
South West Elevation S1	IQLS01-ABA-ZZ-SW-DR-AR-054004	PL2
North East Elevation S11	IQLS11-ABA-ZZ-NE-DR-AR-054007	PL3
South West Elevation S11	IQLS11-ABA-ZZ-SW-DR-AR-054008	PL3
North Elevation	IQLSZZ-ABA-ZZ-NN-DR-AR-054005	PL3

North West Elevation	IQLSZZ-ABA-ZZ-NW-DR-AR-054006	PL3
South East Elevation	IQLSZZ-ABA-ZZ-SE-DR-AR-054002	PL3
South Elevation	IQLSZZ-ABA-ZZ-SS-DR-AR-054003	PL3
S01 - Typical Façade and Balcony Study 01	IQLS01-ABA-ZZ-ZZ-DR-AR-056001	PL1
S01 - Typical Façade and Balcony Study 02	IQLS01-ABA-ZZ-ZZ-DR-AR-056002	PL1
S01 - Typical Terrace Cornice	IQLS01-ABA-ZZ-ZZ-DR-AR-056003	PL1
S01 - Typical Residential Entrance and Colonnade	IQLS01-ABA-ZZ-ZZ-DR-AR-056004	PL1
S01 - Westfield Ave Secondary Entrance and BOH	IQLS01-ABA-ZZ-ZZ-DR-AR-056005	PL1
S01 - Retail Frontage - Drewry Gardens	IQLS01-ABA-ZZ-ZZ-DR-AR-056006	PL1
S01 - Car Park Entrance	IQLS01-ABA-ZZ-ZZ-DR-AR-056007	PL1
S01 - L13 Public Amenity Terrace	IQLS01-ABA-ZZ-ZZ-DR-AR-056008	PL1
S11 - Typical Facade and Balcony	IQLS11-ABA-ZZ-ZZ-DR-AR-056001	PL1
S11 - Residential Entrance	IQLS11-ABA-ZZ-ZZ-DR-AR-056002	PL1
S11 - BOH Façade	IQLS11-ABA-ZZ-ZZ-DR-AR-056003	PL1
S11 - Lantern Bay Study	IQLS11-ABA-ZZ-ZZ-DR-AR-056004	PL1
Softworks Layout Plan	IQLS11-LDA-B3-53-DR-LA-001300	PL2
Hardworks Layout Plan	IQLS11-LDA-B3-54-DR-LA-001200	PL2
General Arrangement	IQLS11-LDA-B3-ZZ-DR-LA-001100	PL3
Detailed Areas Sheet 1 of 4	IQLS11-LDA-B3-ZZ-DR-LA-002000	PL3
Detailed Areas Sheet 2 of 4	IQLS11-LDA-B3-ZZ-DR-LA-002001	PL3
Detailed Areas Sheet 3 of 4	IQLS11-LDA-B3-ZZ-DR-LA-002002	PL3
Detailed Areas Sheet 4 of 4	IQLS11-LDA-B3-ZZ-DR-LA-002003	PL3

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

3) Notice of Commencement

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

*Reason: To ensure satisfactory compliance with this planning permission.*

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 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 amenity of the area (including the Lea Navigation River and areas of adjacent habitat) and 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) A requirement that no surface water (either via drains or surface water run-off) or extracted perched water or groundwater shall be allowed to be discharged during the demolition/construction/enabling works. Such waters should be discharged to the foul sewer or be tankered off-site;
- s) Full details of the Type 3 Attenuation and Downstream Defender suggested for the service yard as a suitable SUDs (as referred to in the submitted FRA document);
- t) Identification of Council's statutory legal duties and Council's expectations regarding building demolition and construction.
- u) A survey of the existing conditions of adjacent public highways and measures taken to protect highway infrastructure;
- v) Details of site compound arrangements;
- x) Details of materials storage; and
- y) 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 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) 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).*

11) Contamination & Site Characterisation

No development hereby approved 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).*

12) 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).*

13) 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).*

14) 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).*

15) Surface Water Drainage

Prior to commencement of the development hereby permitted, details of surface water drainage, 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).*

16) 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).*

17) Water Supply Infrastructure

Prior to the commencement of the development hereby permitted (except remediation) 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).*

18) 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).*

19) 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).*

20) DLR Infrastructure Protection

Prior to commencement of the development, detailed design and method statements for each stage of construction, to be agreed in writing by DLR Infrastructure Protection, shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall include:

- a) Details for all ground works, foundations, basement and ground floor structures, or for other structures below ground level, including piling (temporary and permanent);
- b) Details of the superstructure;
- c) Details of any tower crane base design (including certification), Risk Assessment and Method Statement for siting, erection, lifting arrangements, operational procedure (including any radio communications), jacking up and derigging, in addition to plans for elevations, loads, radius, slew restrictions and collapse radius. No cranes should be erected or dismantled until DLR Infrastructure Protection's have approved these details in writing;
- d) Details of how the scheme would accommodate the location of existing DLR structures noting that a 5m buffer will be required by DLR Infrastructure Protection from the edge of the outer most asset in order to provide maintenance access at all times;
- e) Demonstrate that access to elevations of the building can be accessed without requiring access to DLR land;
- f) Demonstrate there will at no time be any potential security risk to the railway, DLR property or structures;
- g) How ground movement will be accommodated as a result of construction works; and
- h) How effects of noise and vibration will be mitigated within the proposed development.

The development shall thereafter be carried out in accordance with the approved design and method statements, and all structures and works comprised within the development shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

*Reason: To ensure that the development does not impact on existing DLR transport infrastructure, in accordance with Policy T.4 of the Local Plan (2020).*

21) DLR Radio Signal

Prior to commencement of the development, a radio impact survey shall be undertaken, and submitted to the Local Planning Authority for approval in writing, to assess the impact of the development on the DLR radio signal. Should the development be considered to have an adverse impact on the radio signal, no development shall take place until a scheme of mitigation has been agreed in writing and implemented to restore or maintain the original signal strength as surveyed prior to the commencement of development. The development shall be completed only in accordance with the approved details

*Reason: To ensure that the development does not impact on existing DLR transport infrastructure, in accordance with Policy T.4 of the Local Plan (2020).*

## 22) Detailed Design

Prior to commencement of any above ground works, detailed architectural drawings (at the appropriate scale listed below) shall be submitted to and approved in writing by the Local Planning Authority for the relevant building(s) which shall include the following details:

- a) Principal features on the facades e.g. bay studies (1:50 @ appropriate paper size);
- b) Details of each envelope including roof type (1:20 @A3);
- c) Detailed faience elements including joint profiles (1:20 @A3);
- d) Detailed glazed brick including mortar joint profiles (1:20 @ A3);
- e) Details of glazing and curtain walling systems including any manifestation (1:20 @A3);
- f) Key junctions/bonds between materials/finishes (1:20 @A3);
- g) Ground floor frontages including entrances, glazing and signage zones, infill panels on plant rooms/bike stores, shopfronts/commercial/workspace frontages etc (1:50 @ appropriate paper size);
- h) Details of soffits and canopies for balconies and colonnades etc (1:20 @A3);
- i) Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to balconies / terraces (1:20 @A3);
- j) Parapets, roof edges, rooftop plant screening, lift over runs, cornices etc (1:20 @A3);
- k) Details of key architectural metalwork (1:20 @A3);
- l) Details of balconies and terraces including floor finishes, balustrade details to both private and communal amenity (1:20 @A3);
- m) Elevational location of all joints eg structural, movement, panels (1:100 @ appropriate paper size);
- n) Elevational location of all openings in envelope including ventilation grilles, bird & bat boxes and other ecological enhancements (1:100 @ appropriate paper size);
- o) Elevational location of all items which are fixed to the façade eg lighting, CCTV, alarms including any provision for cable runs boxes (1:100 @ appropriate paper size); and
- p) External signage strategy including elevations and sections (1:50 @A3)

The development shall not be occupied until constructed in accordance with the approved details and shall be retained as such thereafter.

*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) Materials

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

Samples and details of the following materials and finishes shall be provided:

- a) Façade materials (faïence and glazed brick);
- b) For the glazed brick - mortar type including mortar joint profile;
- c) Curtain wall (including finishes, glass types and any manifestation);
- d) Window / door types (including finishes, glass types and any manifestation);
- e) Facing metalwork (e.g. balustrades, service doors, screens, gates);
- f) All items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes);
- g) Soffit and canopy materials; and
- h) Balcony and terrace floor finishes

Full-size mock-ups of the following façade elements shall also be provided at a size to be agreed with the Local Planning Authority:

S1

- i) Typical Façade as shown on IQLS01-ABA-ZZ-ZZ-DR-AR-056001;
- j) Typical Terrace Cornice as shown on IQLS01-ABA-ZZ-ZZ-DR-AR-056003;
- k) Typical Colonnade as shown on IQLS01-ABA-ZZ-ZZ-DR-AR-056004;

S11

- l) Typical Façade as shown on IQLS11-ABA-ZZ-ZZ-DR-AR-056001;
- m) Typical Terrace Cornice as shown on IQLS01-ABA-ZZ-SW-DR-AR-054008; and
- n) Typical Colonnade as shown on IQLS11-ABA-ZZ-ZZ-DR-AR-056002.

The relevant materials shall not be installed on the development until written approval is issued by the Local Planning Authority and development shall not be occupied until constructed in accordance with the approved details, and it shall be retained as such thereafter.

*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).*

24) Landscape Design

No public realm 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.

The submitted details shall include all aspects of the public realm within the red-line boundary including Park Place, Drewery Yard, Drewery Gardens, Railway Walk and roof terraces/ledges.

Hard landscape details shall include:

- a) details of proposed finished levels or contours including any alterations in existing ground levels;



- b) means of enclosure and boundary treatments and any associated access points;
- c) car parking layouts including details of petrol and oil interceptors and electrical charging points;
- d) details of all vehicle and pedestrian access points and circulation areas;
- e) details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs;
- f) hard surfacing materials, including dimensions, bonding and pointing;
- g) minor artefacts and structures e.g. street furniture, refuse or other storage units, planters (fixed and moveable), bollards and hostile vehicle mitigation;
- h) general arrangement plan of 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;
- i) details of all short-stay cycle parking for residential and commercial uses to include no less than 38 spaces (and accord with London Cycle Design Standards and the minimum requirements contained within the London Plan);
- j) materials samples of all areas of hard landscaping.
- k) details of means of access for large vehicles to the DLR access ramp.

Soft landscape details shall include:

- k) planting plans including plant schedules, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate;
- l) written specifications including cultivation and other operations associated with plant and grass establishment;
- m) all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage including proposals to link with aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment;
- n) mitigation measures to ensure that the proposed soft landscaping, including trees and root barrier systems, do not have an adverse impact on the structural integrity of the railway retaining wall;
- o) biodiversity enhancements; and
- p) implementation programme including time of year for planting.

The hard and soft landscape details shall also include:

- q) any features necessary to achieve wind conditions and comfort levels, according to the Lawson Criteria (i.e. wind mitigation);
- r) A Spill Out/Defensible Space Strategy for the ground floor commercial units; and
- s) details of greywater harvesting.

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

*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.2, BN.3, BN.4, BN.5, BN.8, T.4, T.6, T.9, S.1 and S.4 of the Local Plan (2020).*

## 25) Landscape Implementation

All hard and soft landscape works for the development 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/use 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 relevant phase of 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 with 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 (2020)*

## 26) Landscape Management Plan

Prior to the first occupation of the development, a landscape management plan for, including implementation plan, long term design objectives and management responsibilities for all landscape areas, and schedule of landscape maintenance for a minimum period of 5 years shall be submitted to and approved in by the Local Planning Authority.

The management plan shall consider biosecurity issues in relation to plant replacement and sustainability in relation to water usage and irrigation. The approved landscape management plan shall be carried out as approved following the first installation of any landscaping and shall thereafter be carried out in accordance with the approved details for the lifetime of the development.

*Reason: To ensure the landscape is maintained to a high standard and to protect the visual amenity of the area in accordance with Strategic Policy SP.3 and Policies BN.1 and BN.4 of the Local Plan (2020).*

27) Lighting Scheme

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

The scheme shall include the following details:

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

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

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

28) Final Microclimate Assessment

At least twelve months prior to the occupation of the development , a final microclimate assessment shall be submitted to the Local Planning Authority for their written approval. The final microclimate assessment shall demonstrate that suitable conditions will be achieved within the public realm and appropriate to use, it shall also be used to inform the wind mitigation measures as required by Condition 24.

The development shall not be occupied until it is constructed in accordance with the details approved by the Local Planning Authority.

*Reason: to ensure that safe and comfortable wind conditions for public access are achieved within and around the site in accordance with Policies SP.3 and BN.10 of the Local Plan (2020).*

29) Wayfinding/Signage

All wayfinding and public realm signage installed within the site shall comply with the site wide strategy for IQL South as approved under application ref: 16/000708/106 unless otherwise approved in writing by the Local Planning Authority.

*Reason: To ensure legibility of the site in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, S.1 and S.12 of the Local Plan (2020).*

30) 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).*

31) Living Roofs

No above ground works shall take place until full details of biodiverse (green) roofs indicated on the approved drawings have been submitted to and approved in writing by the Local Planning Authority.

The submitted details shall include:

- a) a detailed scheme of maintenance including irrigation system;
- b) details of access and safety precautions during maintenance operations;

- c) sections at a scale of 1:20 with manufacturer's details demonstrating the construction and materials used and showing a variation of substrate depth with peaks and troughs;
- d) full details of planting species and density; and
- e) details of interfaces with all rooftop mechanical elements or structures

The living roofs shall be provided in accordance with the approved details prior to the first occupation/use of the development and shall be retained as such for the lifetime of the development.

*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 (2020).*

### 32) Ecology

No above ground works shall take place until a detailed ecological enhancements scheme, including a programme for the implementation of the works and long-term management, has been submitted to and approved in writing by the Local Planning Authority.

This scheme shall include details of:

- a) appropriate ecological enhancements;
- b) habitat creation and planting including on building facades;
- c) measures specifically to address enhancement of the site's ecological connectivity through ecological corridors and networks.;
- d) details of any mitigation measures such as provision for bird and bat boxes.

The ecological enhancements for the relevant phase shall be provided in accordance with the approved details prior to the first occupation/use of the development and shall be retained for the lifetime of the development.

*Reason: To preserve and enhance 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 (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: 584 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) Building S11 Cycle Parking Monitoring & Uplift

Upon first occupation of Building S11, demand for long stay residential cycle parking spaces within this building shall be monitored through the provisions of the Travel Plan (as required under Schedule 8 of the associated Section 106 Agreement).

In the event that the monitoring demonstrates that the long stay residential cycle parking within Building S11 has reached 90% occupation, then a scheme for increasing cycle parking provision within the site (to provide up to an additional 20 long stay spaces in accordance with London Plan (2021) standards) shall be submitted to and approved in writing by the Local Planning Authority.

The approved scheme to increase long stay cycle parking provision shall be delivered on site within 3 months of date of approval from the Local Planning Authority and retained thereafter.

*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) 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).*

36) 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).*

37) 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, and concierge services, 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).*

38) 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, arrangements in the event that delivery numbers are higher than anticipated, and management of Brewery Yard, 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).*

39) Internal Noise Levels

No occupation of any residential unit within the development hereby permitted shall take place, unless it is designed and constructed in accordance with BS 8233:2014 'Guidance on sound insulation and noise reduction for buildings', or an equivalent standard to be within the following internal noise levels:

- Bedrooms- 30dB LAeq, Night\* and not to exceed 45dB LAFmax more than 10 times a night or ground borne noise more than 35dB LASmax; and
- Living rooms- 35dB LAeq, Day\*

\* Daytime is 16 hours between 07:00-23:00, Night-time is 8 hours between 23:00-07:00

Evidence of compliance with these internal noise levels shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the development.

*Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with Policy BN.12 of the Local Plan (2020).*

#### 40) Internal Vibration Levels

No occupation of any residential unit within the development hereby permitted shall take place, unless it is designed and constructed to ensure that vibration from external sources shall not exceed 0.2 -0.4ms-1.75 daytime\* and 0.1-0.2 ms-1.75 night-time (with reference to BS6472-1: 2008) within dwellings hereby permitted.

\* Daytime is 16 hours between 07:00-23:00, Night-time is 8 hours between 23:00-07:00

Evidence of compliance with these internal vibration levels shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the relevant phase.

*Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess vibration from environmental and transportation sources in accordance with Policy BN.12 of the Local Plan (2020).*

#### 41) Noise Levels - Mechanical Ventilation

No occupation of any residential unit within the development hereby permitted shall take place, unless it is designed and constructed to ensure that , under whole dwelling ventilation conditions, noise from mechanical ventilation systems shall be controlled to be 30 dB LAeq,T or lower in living rooms and bedrooms at all times.

A detailed design report for each building demonstrating compliance with the above noise levels shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of each building.

*Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with Policy BN.12 of the Local Plan (2020).*



42) Extract Details and Odour Management

Prior to the installation of any fume extraction equipment required for any permitted food and beverage use within the development hereby approved, details and full specifications of fume extraction equipment proposed to be installed in the commercial premises shall be submitted to and approved in writing by the Local Planning Authority.

The equipment shall be installed in accordance with the approved details and specification and the use of the commercial premises shall not commence until the approved fume extraction equipment has been installed and is fully operational. The details shall also include details of odour control systems and an assessment of odour in line with DEFRA / EMAQ guidance.

The approved fume extraction equipment shall thereafter be retained as such and maintained in accordance with manufacturer's instructions.

*Reason: To ensure appropriate appearance and that no unacceptable nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or to the area generally in accordance with Policy BN.11 of the LLDC Local Plan (2020).*

43) Smart Meters and Reduction of Energy Demand

All residential and non-residential units constructed as part of the development hereby approved shall have either smart meters (electric) or metering (heat and water) installed prior to first occupation/use for measuring the supply of:

- a) electricity (a digital display showing total power consumption and figures for cost of energy use on a daily, weekly or monthly basis);
- b) heat use (for space and domestic hot water via a heat meter located within the utility cupboard heat interface unit (HIU) in accordance with the ESCo requirements and to provide transparency of kWh usage);
- c) water consumption (supplied by Thames Water meter installed within the utility cupboard; these meters have wireless communication integrated radio functionality (where available) and can be read by Thames Water remotely) and
- d) gas consumption – each retail unit will have a gas meter to confirm energy usage. There is no provision for any gas in any dwelling; and
- e) The metering provision shall as a minimum be designed to inform the owner / occupier of each dwelling of the level of their energy usage.

*Reason: To ensure a high standard of sustainable design and construction in accordance with Policy S.4 of the Local Plan (2020).*

44) 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).*

45) 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).*

46) 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 (11 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).*

47) Electric Charging Provision

All vehicular parking spaces shall be provided with active electric vehicle charging points unless otherwise agreed in writing in advance by the Local Planning Authority.

*Reason: To ensure adequate provision of electric charging points in accordance with Policy T.8 of the Local Plan (2020).*

48) 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).*

49) Public Realm Fronting Doors

No ground floor doors or gates within the development that open out onto the public realm shall open outwards. All such doors shall be fitted so that they open inwards only, unless required to be used in an emergency situation.

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

50) Commercial Uses

Notwithstanding the provisions of Part 3 of Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any other re-enacting or revoking Order with or without modification), the commercial units (as identified on ground floor plan: XXX) shall only be used in each case for purposes falling within:

Use Class C3 (for ancillary communal amenity use only), Use Class E, Use Class F.2 and Sui Generis (drinking establishment uses only) under Schedule 2 to the Town and Country Planning (Use Classes) Order 1987 as inserted by article 13 of The Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 (or, in each case, any provision(s) in any statutory instrument amending or revoking and re-enacting that Order with or without modification which is or are equivalent to that Class/Sui Generis use), and for no other use.

*Reason: To safeguard the proposed uses and the purposes that they serve with respect to job creation and placemaking in accordance with Policies SP1, B1, B2, BN.1 and BN.4 of the Local Plan (2020).*

51) 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).*

52) Circular Economy Statement

Prior to commencement of the development hereby permitted, an updated Circular Economy Statement and Operational Waste Management Strategy, in line with the GLA's Circular Economy

Statement Guidance, shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.

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

53) Circular Economy Post Completion Report

Prior to the first occupation of any building within the development hereby permitted, a Post Completion Report, setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: [circulareconomystatements@london.gov.uk](mailto:circulareconomystatements@london.gov.uk), along with any supporting evidence as per the GLA's Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, , the local planning authority, prior to first occupation of the relevant building, for its written approval.

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

54) Whole Life Carbon Assessment

Within three months of the first occupation of any building within the development hereby permitted, the post-construction tab of the GLA's whole life carbon assessment template shall be completed accurately, and in its entirety, in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment shall provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This shall be submitted to the GLA at: [ZeroCarbonPlanning@london.gov.uk](mailto:ZeroCarbonPlanning@london.gov.uk), along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to the Local Planning Authority, within three months prior to the first occupation of the relevant building, for its written approval.

*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).*

55) Fire Safety

No later than six months prior to first occupation of development hereby approved, evidence that demonstrates that the buildings have been designed in accordance with relevant fire safety guidance, or that confirmation on an alternative fire engineered solution has been agreed in principle with the relevant Approvals Authority, shall have been submitted to and approved in writing by the Local Planning Authority.

The development shall be occupied in accordance with the approved details and retained thereafter.

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

56) Public Realm Event Management Plan

Prior to first occupation of the development hereby permitted, an Event Management Plan, detailing the management arrangements for small scale events and programming within the public realm, shall be submitted to and approved in writing by the Local Planning Authority. Any events or programming held within the public realm shall thereafter be carried out in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority.

*Reason: To ensure that appropriate management arrangements are put in place for events in this publicly accessible space to take account of impacts upon play space, impacts on pedestrian and cyclist movements and protect the amenity of residents in accordance with Policies BN.4, BN.5, BN.9 and T.4 of the Local Plan (2020).*

57) Road Safety Audit

Prior to the commencement of works to create site access, a Stage 1 Road Safety Audit (RSA) on all new vehicle access shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Local Highway Authority).

The RSA will be required to assess any changes in layout as a result of the development including review of road signing, confirmation that the emergency services agree the access provision and mitigation measures (if any).

The development shall not be occupied until the new access and any mitigation measures have been carried out in accordance with the approved RSA and shall thereafter be retained in accordance with the approved details.

*Reason: To ensure the safety and operation of the surrounding highway network in accordance with Policy T.4 of the Local Plan (2020).*

*Pre-commencement justification: To ensure that adequate road safety measures are implemented prior to commencement of any works.*

58) Solar Glare Study

At least six months prior to the installation of any exterior cladding, brickwork or glazing, on the development hereby permitted, an updated Solar Glare Study shall be submitted to the Local Planning Authority in consultation with the Local Highway Authority and relevant Train Operating Companies for their approval in writing

The development shall not be occupied until it is constructed in accordance with the details approved by the Local Planning Authority in consultation with the Local Highway Authority and relevant Train Operating Companies.

*Reason: To ensure that the Local Highway Authority and relevant Train Operating Companies are satisfied that glare is suitably controlled in the interest of highway and railway safety.*

59) Solar Glare Mitigation

Prior to the first installation of any exterior cladding, brickwork or glazing, on the development hereby permitted, a scheme of solar glare mitigation to address any unsafe solar glare impacts on local highways or railways, as may be identified as necessary by the Solar Glare Impact Study as required by Condition 58, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority and relevant Train Operating Companies.

The development shall thereafter be constructed and operated in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.

*Reason: To ensure that the Local Highway Authority and relevant Train Operating Companies are satisfied that glare is suitably controlled in the interest of highway and railway safety.*

## INFORMATIVES

- 1) Your attention is drawn to the following comments from DLR Infrastructure Protection:

The applicant is advised to contact DLRL in advance of preparation of final design and associated method statements, in particular with regard to: groundworks; drainage; excavation; construction methods; tall plant; scaffolding; security; boundary treatment; safety barriers; landscaping and lighting.

*This response is made as Railway Infrastructure Manager under the "Town and Country Planning (Development Management Procedure) Order 2015". It therefore relates only to railway engineering and safety matters. Other parts of TfL may have other comments in line with their own statutory responsibilities.*

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

### 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.

### Residential 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. This standard or higher may already be a requirement of the local planning authority.

### Flood Warnings

The applicant/occupants should phone Floodline on 0345 988 1188 to register for a flood warning, or visit <https://www.gov.uk/sign-up-for-flood-warnings>. It's a free service that provides warnings of flooding from rivers, the sea and groundwater, direct by telephone, email or text message. Anyone can sign up.

Flood warnings can give people valuable time to prepare for flooding – time that allows them to move themselves, their families and precious items to safety. Flood warnings can also save lives and enable the emergency services to prepare and help communities.

For practical advice on preparing for a flood, visit <https://www.gov.uk/prepare-for-flooding>.

To get help during a flood, visit <https://www.gov.uk/help-during-flood>.

For advice on what do after a flood, visit <https://www.gov.uk/after-flood>.

### **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 July 2023**



**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.qsi.gov.uk](mailto:enquiries@pins.qsi.gov.uk) ) or (Tel: 0117 372 8000).

To make an appeal online, please use [www.gov.uk/appeal-planning-inspectorate](http://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.