

DATED 28 November 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) HADLEY STRATFORD LIMITED

(3) ABC INTERNATIONAL BANK PLC

(4) LJ SPECIAL SITUATIONS HOLDINGS LTD

(5) HPG STRATFORD HOLDCO 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 International Quarter London North, Bounded by Penny Brookes Street to the north, Celebration Avenue to the west, International Way to the south and Montfichet Road to the east, Stratford, London

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Pinsent Masons

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THIS AGREEMENT is made on

28 November

2024

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "LLDC");
- (2) **HADLEY STRATFORD LIMITED** (incorporated and registered in England and Wales with company registration number 13687383), the registered office of which is at Birchyn Court 5th Floor, 19-25 Birchyn Lane, London, England EC3V 9DU (the "Owner");
- (3) **ABC INTERNATIONAL BANK PLC** (company registration number 02564490) of 1-5 Moorgate, London EC2R 6AB (the "First Chargee");
- (4) **LJ SPECIAL SITUATIONS HOLDINGS LTD** (company registration number 1764503) of 3<sup>rd</sup> Floor, Yamraj Building, Market Square, P.O. Box 3175, Road Town, Tortola, British Virgin Islands (the "Second Chargee");
- (5) **HPG STRATFORD HOLDCO LIMITED** (company registration number 019459V) of Commerce House, 1 Bowring Road, Ramsey, Isle of Man, IM8 2LQ (the "Third Chargee").

**WHEREAS:**

- (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 Owner is the freehold owner of that part of the Site registered (together with other land) at the Land Registry with freehold title absolute under title number TGL547890. The Owner is also the leasehold owner of that part of the Site registered at the Land Registry under title number EGL557861.
- (C) The First Chargee, the Second Chargee and the Third Chargee have charges over the Site registered or pending registration against title numbers TGL547890 and EGL557861 and have agreed to enter this Agreement to give their consent to the terms of this Agreement.
- (D) The Planning Application was registered by the LLDC on 22 January 2024.
- (E) On 22 October the LLDC resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

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

"1990 Act" means the Town and Country Planning Act 1990

"1999 Act" 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>"Affordable Housing"</b>	<p>means housing including Social Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should:</p> <p>(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</p> <p>(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)</p>
<b>"Affordable Housing Units"</b>	means the Baseline Affordable Housing, any Grant Funded Unit and any Additional 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 other enabling powers
<b>"Baseline Affordable Housing"</b>	means a minimum of 31.2% by Habitable Room of the Residential Units, to be provided as Affordable Housing Units in accordance with the Affordable Housing Tenure Split (defined in Schedule 1) and <b>"Baseline Affordable Housing Units"</b> shall be construed accordingly
<b>"Block A"</b>	means the area marked as such on Plan 3
<b>"Block B"</b>	means the area marked as such on Plan 3
<b>"Block C"</b>	means the area marked as such on Plan 3
<b>"Block D"</b>	means the area marked as such on Plan 3
<b>"Block E"</b>	means the area marked as such on Plan 3
<b>"Block F"</b>	means the area marked as such on Plan 3
<b>"Building"</b>	means any building forming part of the Development
<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 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 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 comprising of 3,398 square meters (not including the Workspace nor Community Space) that are to be used as a drinking establishment or for any use within Use Class E or Sui Generis and as shown shaded pink on Plan 5 attached to this Agreement and <b>"Commercial Unit"</b> shall be construed accordingly
<b>"Community Space"</b>	means the designated space within the Development comprising at least 808 square metres of floorspace (gross internal area) to be used as Use Class F2 with ancillary uses for training facilities, the Inclusive Economy Collaborates Programmes and community café on the ground floor and upper ground floor of Block E and Block F in Phase 2 to be offered to a Community Space Organisation in accordance with the Community Space Lease and other provisions within Schedule 8 and as shown in teal green and marked 'Good Growth Hub' on Plan 5 attached to this Agreement
<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>"Comply"</b>	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and <b>"Compliance"</b> shall be construed accordingly

<b>"Component"</b>	<p>means a part of the Development including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) Open Market Housing Units</li> <li>(b) Baseline Affordable Housing Units</li> <li>(c) Additional Affordable Housing Units</li> <li>(d) Commercial Units</li> <li>(e) Student Accommodation</li> <li>(f) Affordable Student Accommodation</li> <li>(g) Workspace</li> <li>(h) Community Space</li> <li>(i) any other floorspace</li> <li>(j) property and</li> <li>(k) land</li> </ul>
<b>"Consent"</b>	<p>means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation however expressed</p>
<b>"Construction Period"</b>	<p>means the period starting on the Commencement Date and ending on the date of Completion of the Development</p>
<b>"Council"</b>	<p>means the London Borough of Newham</p>
<b>"Developer"</b>	<p>means as defined in Clause 1.2.7</p>
<b>"Development"</b>	<p>means development of the Site and all other operations and/or works authorised by the Planning Permission</p>
<b>"Disposal"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the Sale of a Component of the Development</li> <li>(b) the grant of a lease of a term of less than 125 years of a Component of the Development or</li> <li>(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development</li> </ul> <p>and "Dispose", "Disposals" and "Disposed" shall be construed accordingly</p>
<b>"Dispute"</b>	<p>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)</p>
<b>"Expert"</b>	<p>means the expert appointed in accordance with the provisions of Clause 9 to determine a Dispute</p>

<b>"Fit Out Works"</b>	means works beyond Shell and Core in respect of the Wheelchair User Units, Affordable Student Accommodation Units and Wheelchair Adaptable Units
<b>"GLA"</b>	means the Greater London Authority or any successor in statutory function
<b>"Grant Date"</b>	means: <ul style="list-style-type: none"> <li>(a) the date of grant of the Planning Permission or</li> <li>(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</li> </ul>
<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 kitchen with a floor area of less than 13 square metres, a bathroom, a toilet, a corridor or a hall
<b>"Highway Authority"</b>	means the London Borough of Newham in its capacity as highway authority for the area within which the Site is located and includes its successors to the functions of the highway authority
<b>"Index"</b>	Means 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 LPA and the Developer
<b>"Indexed"</b>	means in relation to a sum that it is to be increased or decreased in accordance with Clause 15
<b>"Interest"</b>	means interest at 4% above the base lending rate of Barclays Bank plc from time to time
<b>"London Plan"</b>	means the London Plan published in March 2021 as revised from time to time
<b>"Material Operation"</b>	has the meaning given in section 56(4) of the 1990 Act
<b>"Monitoring Contribution"</b>	means the sum of £7,000(Indexed) to be used by the LPA towards the costs of monitoring compliance with this Agreement
<b>"Necessary Consents"</b>	means any planning permission(s) and any other consents, rights and/or licences that the Developer will require in order to undertake and complete the works
<b>"Occupation"</b>	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>"Parties"</b>	means the parties to this Agreement and the word <b>"Party"</b> shall mean any one of them
<b>"Phase"</b>	means a phase of the Development as shown on the Plan 2 and the word <b>"Phasing"</b> shall be construed accordingly
<b>"Phase 1"</b>	means the enabling works
<b>"Phase 2"</b>	means the Student Accommodation to be provided in Block E and Block F
<b>"Phase 3"</b>	means the basement
<b>"Phase 4"</b>	means the Affordable Housing Units to be provided in Block D
<b>"Phase 5"</b>	means the Market Housing Units and associated public realm to be provided in Block C
<b>"Phase 6"</b>	means the Market Housing Units and associated public realm to be provided in Block B
<b>"Phase 7"</b>	means the Market Housing Units and associated public realm to be provided in Block A
<b>"Plan 1"</b>	means Drawing No. IQLN-MEC-XX-XX-DR-LA-903 appended to this Agreement at Appendix 1 showing the Site
<b>"Plan 2"</b>	means Drawing No. IQLN-MEC-XX-XX-DR-AR-172 appended to this Agreement at Appendix 1 showing the Phasing of the Development
<b>"Plan 3"</b>	means Drawing No. IQLN-MEC-XX-XX-DR-LA-1150 appended to this Agreement at Appendix 1 showing the locations of Block A – Block F
<b>"Plan 4"</b>	means Drawing No. IQLN-MEC-XX-00-DR-AR-100-LG - IQLN-MEC-XX-00-DR-AR-102 appended to this Agreement at Appendix 1 showing the Workspace and the Community Space
<b>"Plan 5"</b>	means Drawing No. IQLN-MEC-XX-00-DR-AR-100-LG and IQLN-MEC-XX-00-DR-AR-100-UG appended to this Agreement at Appendix 1 showing the Commercial Units
<b>"Plan 6"</b>	means Drawing No. 24254901-STR-HGN-100-DR-D-03301 appended to this Agreement at Appendix 1 showing the Highway Works
<b>"Plan 7"</b>	means Drawing No. IQLN-MEC-XX-XX-DR-LA-1150 appended to this Agreement at Appendix 1 showing the Public Realm
<b>"Plan 8"</b>	means Drawing No. IQLN-MEC-XX-XX-DR-LA-1151 appended to this Agreement at Appendix 1 showing the Blue Badge Car Parking Spaces
<b>"Plan 9"</b>	Means Drawing No. IQLN-BHE-Z-PL-DR-S-000701 appended to this Agreement at Appendix 1 showing the Piling
<b>"Planning Application"</b>	means the application for full planning permission submitted to the LLDC and given reference number 23/00441/FUL comprising comprehensive mixed use redevelopment of the site comprising the demolition of existing temporary uses and the construction of

6 buildings ranging from 20-32 storeys (including basement) in height (up to 115.6m AOD) providing 672 residential units (Use Class C3), 29,285sqm of purposebuilt student accommodation (Sui Generis) (909 student bedspaces, 808sqm community floorspace (Use Class F2), 8,186sqm flexible commercial business and services (Use Class E), drinking establishments (Sui Generis), servicing, landscaping, parking and other associated works

**"Planning Permission"** 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;

**"Reasonable Endeavours"** 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:

- (a) in the case of the Developer, of a competent commercial developer in the context of the Development
- (b) in the case of the LPA, of a competent local planning authority acting reasonably in the context of its statutory functions

**"Requisite Consents"** 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

**"Residential Unit"** means the 672 units of Use Class C3 residential accommodation to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units

**"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>"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"</b>	means the whole of the land to which the Planning Permission relates as the same is shown edged red on Plan 1
<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>"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
<b>"Workspace"</b>	means the 4,794sqm (GIA) of floorspace within the Development used as commercial floorspace (Use Class E) as authorised by the Planning Permission and shown shaded orange on Plan 4 appended to this Agreement

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;

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 Site include any part it;

- 1.2.6 save where expressly provided in this Agreement, references to the 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 references to the Developer includes:
- (a) the Owner;
  - (b) persons deriving title from them;
  - (c) persons claiming through or under them an interest or estate in the Application Site; and
  - (d) their successors, assigns, transferees;
- 1.2.8 "**including**" means "including without limitation";
- 1.2.9 unless otherwise indicated, references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.10 unless otherwise indicated, words importing persons include firms, companies, other corporate bodies or legal entities and vice versa; and
- 1.2.11 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 LPA then such expression of satisfaction, certificate, approval, agreement or other Consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 1.6 Where in this Agreement any matter is referred to dispute resolution under Clause 8 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 Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.
- 2. EFFECT OF THIS AGREEMENT**
- 2.1 This Agreement is made pursuant to:
- 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 LPA 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 and 2.7 the obligations, covenants and undertakings on the part of the Developer are planning obligations pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Developer's interest in the Site and with the intent that they shall be enforceable by the LPA not only against the Developer 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 Developer an interest or estate in the 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 1.2.7, the obligations contained within this Agreement shall not be binding upon nor enforceable against:
- 2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker; nor
  - 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 Paragraph 3 of Schedule 1 which shall be enforceable against such persons; nor
  - 2.4.4 the individual occupiers or tenants in occupation of the Student Accommodation Units at the Development except for Paragraph 6 of Schedule 4 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 LPA of any of its statutory powers, functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with his interest in the Site or his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation, 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 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 possession of the Site or part thereof to which such obligation, covenant or undertaking relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 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 LPA 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 LPA 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.

### **3. CONDITIONALITY**

3.1 Subject to Clause 3.2, 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, 4.1.1 (to the extent the obligations, covenants and undertakings are pre-Commencement of Development), 4.1.2 to 4.1.4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall take effect immediately on the date of this Agreement.

### **4. THE DEVELOPER'S COVENANTS**

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

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

4.1.2 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;

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

4.1.4. notify the LPA of the date upon which each of the following events occurs:

(a) the Commencement Date;

(b) First Occupation of the Development; and

(c) Completion of the Development.

### **5. THE LPA'S COVENANTS WITH THE DEVELOPER**

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

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

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

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

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

6. **NOTICES**

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

**The LPA:**

**LLDC (as LPA prior to midnight on 30 November 2024):**

**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 (LPA after midnight on 30 November 2024):**

**Address:**

Planning & Development Service  
London Borough of Newham  
Newham Dockside  
1000 Dockside Road  
London E16 2QU

For the attention of: Jane Custance, Director of Planning & Development

**The Developer:**

Address:

Hadley Property Group  
Fourth Floor Shand House  
14-20 Shand Street  
London  
SE1 2ES

For the attention of: Mark Lebihan, COO

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

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

- 7.1 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 LPA in relation to the same and shall make such records available to the LPA upon request.

- 7.2 Subject to the Developer's compliance with Clause 7.1 and Clause 7.7 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 LPA 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 LPA shall as soon as reasonably practicable issue a written notification to such effect.

- 7.3 A notification pursuant to Clause 7.2 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.

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

- 7.5 A notification pursuant to Clause 7.4 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.

- 7.6 The Developer shall pay the LPA's reasonable administrative and legal costs in its performance of its obligations under Clause 7.2 and Clause 7.3.

- 7.7 If the Developer makes an application to LPA under Clause 7.2 it shall include with that application all of the relevant information referred to in Clause 7.1 that evidences the Developer's compliance.

**8. VERIFICATION AND ENFORCEMENT**

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

9. **DISPUTE RESOLUTION**

9.1 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 LPA 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 LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

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

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**

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

**13. MONITORING COSTS**

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

**14. LEGAL COSTS**

14.1 The Developer agrees that it will on completion of this Agreement pay the LPA'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 LPA) properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement).

**15. FINANCIAL CONTRIBUTIONS AND INDEXATION**

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

15.2 Unless otherwise stated all payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid.

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

**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 LPA 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.

**21. COUNTERPARTS**

21.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

**EXECUTED AS A DEED** by the parties on the date which first appears in this Agreement.

## SCHEDULE 1

### AFFORDABLE HOUSING

#### 1. DEFINITIONS

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

- "Affordable Housing Contract"** means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of the Social Rented Housing Units and the London Shared Ownership Housing Units to the Affordable Housing Provider
- "Affordable Housing Management Scheme"** means a scheme specifying details of the management, maintenance and servicing arrangements for the Affordable Housing Units which ensures all residents shall have access to the Common Areas
- "Affordable Housing Provider"** means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision)
- "Affordable Housing Tenure Split"** means:
- (a) a minimum of 92.6% (by Habitable Room) of the Affordable Housing Units to be provided as Social Rented Housing and
  - (b) no more than 7.4% (by Habitable Room) of the Affordable Housing Units to be provided as London Living Rent
- "Charge"** means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee
- "Chargee"** means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
- "CPI"** means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the LPA may determine, acting reasonably
- "Date of Deemed Service"** means, in each instance where a Chargee has served a Default Notice under paragraph 4.2.1 of this Schedule 1:
- (a) in the case of service by delivery by hand of the Default Notice to the LPA's offices at the address specified in Clause 6.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time) during the LPA's office hours of 9:00am to



5:00pm on a Working Day, the date on which the Default Notice is so delivered or

- (b) in the case of service by using first class registered post to the LPA's offices at the address specified in Clause 6.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time), the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the LPA (by Royal Mail proof of delivery or otherwise)

<b>"Default Notice"</b>	means a notice in writing served on the LPA by the Chargee under paragraph 4.2.1 of this Schedule 1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Unit
<b>"Eligible Purchaser"</b>	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000 (ninety thousand pounds sterling)
<b>"Eligible Renter"</b>	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £67,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report
<b>"GLA"</b>	means the Greater London Authority in its capacity as strategic planning authority for Greater London or any successor in statutory function
<b>"Grant Funding"</b>	means any capital funding provided by Homes England, the GLA or any other public body for the delivery of additional Affordable Housing in the Development and "Grant Funded Unit" shall have the meaning given to it in this Schedule
<b>"Household"</b>	means in relation to an Eligible Purchaser a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons
<b>"Household Income"</b>	means: <ul style="list-style-type: none"><li>(a) in relation to a single Eligible Purchaser the gross annual income of that Eligible Purchaser's Household and</li><li>(b) in relation to joint Eligible Purchasers the combined gross annual incomes of those Eligible Purchasers' Households</li></ul>

<b>"Intention Notice"</b>	means a notice in writing served on the Chargee by the LPA under paragraph 4.3 of this Schedule that the LPA is minded to purchase the relevant Affordable Housing Unit
<b>"Intermediate Housing"</b>	means London Living Rent Housing or such other affordable product recognised by the GLA and as may be agreed in writing with the LPA
<b>"London Living Rent Housing"</b>	means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy: <ul style="list-style-type: none"> <li>(a) with a minimum term of three years unless a shorter term is requested by the prospective tenant</li> <li>(b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice</li> <li>(c) at rents (including Service Charges) not exceeding the relevant maximum rents published by the GLA annually and</li> <li>(d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above</li> </ul>
<b>"London Living Rent Housing Units"</b>	means the Affordable Housing Units to be made available for London Living Rent Housing in accordance with this Agreement
<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
<b>"London Shared Ownership Housing"</b>	means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease
<b>"London Shared Ownership Housing Units"</b>	means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with this Agreement
<b>"Mayor's Funding Guidance"</b>	means "Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance" published by the Mayor of London in November 2020 or any update or replacement guidance
<b>"Model Form of Lease"</b>	means the model forms of lease for Shared Ownership Housing set out in the GLA's Capital Funding Guide from time to time

<b>"Moratorium Period"</b>	means, in each instance where a Chargee has served a Default Notice under paragraph 4.2.1 of this Schedule 1, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)
<b>"Option"</b>	means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 4.4 of this Schedule for the purchase of the Affordable Housing Units
<b>"Priority Band 1"</b>	means in respect of each London Shared Ownership Housing Unit the Eligible Purchaser shall have a Household Income that does not exceed £67,000 and maximum annual housing costs including mortgage rent and Service Charge should be no greater than 40%
<b>"Priority Band 2"</b>	means that the Eligible Purchaser shall have a Household Income that does not exceed the annual gross income upper limit for London Shared Ownership Housing as specified in the most recent London Plan Annual Monitoring Report from time to time such amount being £90,000 as at the date of this Agreement and maximum annual housing costs including mortgage rent and Service Charge should be no greater than 40%
<b>"Purchased LLR Unit"</b>	means any London Living Rent Housing Unit which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraph 9 of this Schedule 1
<b>"Rents and Nominations Agreement"</b>	means the Council's standard rents and nominations agreement
<b>"Service Charges"</b>	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit (as applicable)
<b>"Shell and Core"</b>	means constructed to shell and core finish (as that expression is understood in the commercial development industry) and not fitted out, decorated or furnished
<b>"Social Rented Housing"</b>	means rented housing owned and managed by local authorities of Affordable Housing Providers and let at Target Rents
<b>"Social Rented Housing Units"</b>	means the Affordable Housing Units to be made available for Social Rented Housing in accordance with this Agreement
<b>"Staircasing"</b>	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% equity and "Staircased" shall be construed accordingly
<b>"Sums Due"</b>	means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation)

all interest and reasonable legal and administrative fees costs and expenses

**"Target Rents"**

means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time

**"Wheelchair User Units"**

means 11.6% (20) of the Affordable Housing Units which are to be constructed and fitted out in compliance with requirement M4(3)(2)(a) under Part M (Category 3) of Schedule 1 to the Building Regulations 2010 (as detailed in Approved Document M) and British Standard:8300 pursuant to the Planning Permission

**2. BASELINE AFFORDABLE HOUSING**

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

	Studio	1 bed	2 bed	3 bed	Total number of units
Social Rented Units	0	47	96	29	172 in Block D
London Living Rent Housing Units	4	0	10	2	16 in Block C

2.2 The Developer shall not Occupy more than 50% of the Open Market Housing Units until 100% of the Baseline Affordable Housing has been completed and is ready for Occupation and have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

**3. USE AS AFFORDABLE HOUSING**

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

**4. EXCLUSION OF LIABILITY**

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

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

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

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

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

4.2.1 serve a Default Notice on the LPA pursuant to the requirements of Clause 6 addressed to the Director of Planning Policy and Decisions of the LPA prior to seeking to dispose of the relevant Affordable Housing Units;

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

- 4.2.3 subject to paragraph 4.6, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 4.4.
- 4.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the LPA may serve an Intention Notice on the Chargee.
- 4.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will grant the LPA (and/or the LPA's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
- 4.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- 4.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 4.5.2 or determined in accordance with paragraph 4.6;
- 4.4.3 provided that the purchase price has been agreed in accordance with paragraph 4.5.2 or determined in accordance with paragraph 4.6, but subject to paragraph 4.4.4, the LPA (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- 4.4.4 the Option will expire upon the earlier of (i) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- 4.4.5 any other terms agreed between the parties to the Option (acting reasonably).
- 4.5 Following the service of the Intention Notice:
- 4.5.1 the Chargee shall use Reasonable Endeavours to reply to enquiries raised by the LPA (or its nominated substitute Affordable Housing Provider) in relation to the relevant Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- 4.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use Reasonable Endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 1; and
- (b) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 4.6 On the date falling 10 Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 4.5.2(a) above:
- 4.6.1 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use Reasonable Endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- 4.6.2 if, on the date falling 15 Working Days after service of the Intention Notice, the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to

agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

- 4.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 4.5.2(a), due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
  - 4.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
  - 4.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
  - 4.6.6 the independent surveyor shall make his/her decision and notify the LPA, the LPA's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
  - 4.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 4.7 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule 1 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 4.7.1 the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
  - 4.7.2 the LPA (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
  - 4.7.3 the LPA (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 4.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 4.2 to 4.7 (inclusive).

## 5. LONDON LIVING RENT HOUSING UNITS

- 6. At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.
- 7. If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 6 above, the Developer shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.
- 8. In respect of each London Living Rent Housing Unit, on the earlier of the 10th anniversary of the initial letting of that London Living Rent Housing Unit and the date on which the initial letting is terminated or otherwise comes to an end, if the tenant (or tenants) at that given time of that unit has not elected to acquire that unit, the Developer may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT the sale shall only complete after the termination of the current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).

9. On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 7 or 8 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.
10. The Developer shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant Shared Ownership Lessee has Staircased to 100% equity.
11. **MARKETING OF LONDON SHARED OWNERSHIP UNITS**
12. The Developer covenants that:
- 12.1.1 during the Initial Marketing Period (being a marketing period of no more than three months from the first marketing of the London Shared Ownership Housing Units) each London Shared Ownership Housing Unit within that Phase shall be marketed for sale exclusively to Eligible Purchasers who are within Priority Band 1; and
- 12.1.2 following the expiry of the period referred to in sub-paragraph 12.1.1 each London Shared Ownership Housing Unit that has not been sold shall be marketed for sale only to Eligible Purchasers who are within Priority Band 2.
13. The Developer covenants that no London Shared Ownership Housing Unit shall be Occupied unless the requirements of paragraph 12 have been complied with in respect of that London Shared Ownership Unit.
14. **WHEELCHAIR AFFORDABLE HOUSING UNITS**
- 14.1 The Developer shall not carry out any Fit Out Works until the locations of the Wheelchair User Units to be provided have been submitted to and approved by the LPA in writing.
- 14.2 The Wheelchair User Units shall be provided in the locations approved pursuant to paragraph 14.1 above.
- 14.3 The Developer shall:
- 14.3.1, notify the LPA at least six months prior to Completion of each Wheelchair Affordable Housing Unit and thereafter from the date of such notification until the date three months prior to Completion of such unit:
- (a) only market the Wheelchair Affordable Housing Unit to households which include a wheelchair user; and
- (b) use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user,
- PROVIDED THAT in the event that it has not been possible to identify a household including a wheelchair user by the date three month prior to Completion of the Wheelchair Affordable Housing Unit and evidence of the same has been provided to and approved by the LPA then the Developer shall be entitled to market that unit to any household.
- 14.4 For each and every subsequent letting of a Wheelchair Affordable Housing Unit, the Developer shall:
- 14.4.1 actively market the unit as a Wheelchair Affordable Housing Unit;
- 14.4.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user and which meets the Eligibility Criteria, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 14.4.3 below; and

14.4.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user which meets the Eligibility Criteria, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraphs 14.4.1 and 14.4.2 above) and shall, at the LPA's request, meet with the LPA and/or the Council to discuss a strategy for the future marketing of the Wheelchair Affordable Housing Units.

## 15. GRANT FUNDING

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

15.1.1 The Affordable Housing Provider shall:

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

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

15.1.3 The LPA shall provide such non-financial support as may be reasonably requested by the Affordable Housing Provider in respect of any applications for Grant Funding pursuant to paragraph 15.1.1(a) above.

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

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

## 16. GENERAL

16.1 The Developer shall ensure that:

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

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

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



- 16.2 With regards to the Affordable Housing Management Scheme:
- 16.2.1 the Affordable Housing Management Scheme shall be implemented; and
  - 16.2.2 the Affordable Housing Units shall not be Occupied or managed (including the levying of service charge and any estate or other charges) other than in accordance with the approved Affordable Housing Management Scheme.
- 16.3 The Developer will procure that any transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement (or that there is otherwise a requirement) that when granting a lease of an individual Shared Ownership Unit, the Affordable Housing Provider will use the appropriate Model Form of Lease.
- 16.4 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

## SCHEDULE 2

### VIABILITY REVIEW

#### 1. DEFINITIONS

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

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

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

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

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

to be assessed by the LPA

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

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

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

	(e)	identifies any Partial Unit Contribution
<b>"Affordable Housing Cap"</b>		means the total of 50% of the Residential Units comprising the Baseline Affordable Housing Units and any Additional Affordable Housing Units (15%) as Intermediate Housing or the equivalent thereof including any Partial Unit Contribution
<b>"Application Stage Build Costs"</b>		means £410,294,700 being the costs of demolition, construction, external works and assumed contingency determined by the Baseline Appraisal
<b>"Application Stage GDV"</b>		means the estimated gross development value being £655,749,524 determined by the Baseline Appraisal
<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 Early Stage Review GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value
<b>"Average Intermediate Housing Value"</b>		means the average value of Intermediate Housing floorspace per square metre (as applicable) at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the LPA and the Developer
<b>"Baseline Affordable Housing Units"</b>		means the Residential Units to be provided as Affordable Housing pursuant to Schedule 1
<b>"Baseline Appraisal"</b>		means the financial viability appraisal for the Development dated 07 November 2024, titled "IQL Offer at Committee Breakeven" prepared by BNPPRE that was submitted in relation to the Planning Application and independently assessed by the LPA
<b>"Development Viability Information"</b>		means:
	(a)	in respect of Formula 1b:
	(i)	Early Stage Review GDV and
	(ii)	Early Stage Review Build Costs and
	(b)	in respect of Formula 2:
	(i)	Average Open Market Housing Value and
	(ii)	Average Intermediate Housing Value
		and including in each case supporting evidence to the LPA's reasonable satisfaction

<b>"Disposal"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the Sale of a Component(s) of the Development</li> <li>(b) the grant of a lease of a term of less than 125 years of a Component of the Development or</li> <li>(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development</li> </ul> <p>ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly</p>
<b>"Early Stage Review"</b>	<p>means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1b and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development and subject to the Affordable Housing Cap;</p>
<b>"Early Stage Review Build Costs"</b>	<p>means the sum of:</p> <ul style="list-style-type: none"> <li>(a) the estimated Build Costs remaining to be incurred and</li> <li>(b) the Build Costs actually incurred</li> </ul> <p>at the Early Stage Review Date</p>
<b>"Early Stage Review Date"</b>	<p>means the date of the submission of the Development Viability Information pursuant to paragraph 3.1.3 of this Schedule</p>
<b>"Early Stage Review Submission"</b>	<p>means the following information to be submitted by the Developer to the LPA on an open book basis:</p> <ul style="list-style-type: none"> <li>(a) the applicable Development Viability Information for Formula 1b and Formula 2</li> <li>(b) a written statement that applies the applicable Development Viability Information to Formula 1b and Formula 2 thereby confirming whether, in the Developer's view, any Additional Affordable Housing can be provided and</li> <li>(c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme</li> </ul>
<b>"Early Stage Review GDV"</b>	<p>means the sum of:</p> <ul style="list-style-type: none"> <li>(a) the estimated Open Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence and</li> <li>(b) all Public Subsidy and any Development related income from any other sources to be assessed by the LPA excluding any Public Subsidy repaid by the Developer to the LPA and/or the GLA (as applicable)</li> </ul>

<b>"Fraudulent Transaction"</b>	Means a Disposal that is not an arm's length third party bona fide transaction
<b>"Formula 1b"</b>	<p>means the following formula for determining surplus profit available for Additional Affordable Housing:</p> <p>X = Surplus profit available for Additional Affordable Housing</p> $X = ((A - B) - (C - D)) - P$ <p>A = Early Stage Review GDV (£)</p> <p>B = Application Stage GDV (£)</p> <p>C = Early Stage Review Build Costs (£)</p> <p>D = Application Stage Build Costs (£)</p> <p>P = (A - B) * Y; Developer profit on change in GDV (£) for the avoidance of doubt developer profit shall not be counted on any public subsidy which shall never be less than zero</p> <p>Y = Target Return</p>
<b>"Formula 2"</b>	<p>means the following formula for determining the amount of Additional Affordable Housing to be provided where the application of Formula 1 at the Early Stage Review identifies a surplus profit:</p> <p>Y = Additional Intermediate Housing requirement (Habitable Rooms)</p> $Y = (E + (A - C)) \div D$ <p>A = Average Open Market Housing Value (£ per m<sup>2</sup>)</p> <p>C = Average Intermediate Housing Value (£ per m<sup>2</sup>)</p> <p>D = Average Habitable Room size of Residential Units for the Development</p> <p>E = Surplus profit available for Additional Affordable Housing units as determined in Formula 1b (£)</p>
<b>"Memorandum"</b>	means a memorandum made in accordance with paragraph 6 of this Schedule
<b>"Non-Open Market Value"</b>	<p>means a value below the Open Market Value, for example, due to a disposal or other related transaction:</p> <p>(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</p> <p>(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</p>

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

**"Open Market Value"**

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

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

and excluding Non-Open Market Value

**"Partial Unit Contribution"**

means a financial contribution towards Affordable Housing in the LPA's administrative area payable where a Viability Review

identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing units or cannot deliver a complete number of Additional Affordable Housing units pursuant to Formula 1b and Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 1b and Formula 2)

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

**"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 (January 2022) or any successor documents that may be subsequently published

**"Substantial Implementation"** means the occurrence of the following in respect of any Phase (whichever is the earlier) of the Development:

- (a) completion of all ground preparation works for a Building in that Phase; and
- (b) completion of the sub-structure of a Building in that Phase (whichever is the earlier) including the foundations and any basement levels; and
- (c) completion of the ground floor slab of a Building in that Phase (whichever is the earlier);

**"Substantial Implementation Long Stop Date"** means the date 30 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission

**"Target Return"** means 17.5% on the Open Market Housing Units, 6% on the Affordable Housing Units and 15% on the Student Accommodation Units and Non-Residential Floorspace

**"Viability Review"** means the Early Stage Review

**"Viability Review Submissions"** means the Early Stage Review Submission

## 2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

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

2.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation PROVIDED ALWAYS THAT:

2.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;

- 2.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
  - 2.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 2.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 2.1 above and thereafter provide written confirmation to the Developer within 20 Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.
- 2.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 9.
- 3. EARLY STAGE REVIEW**
- 3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:
- 3.1.1 not undertake any further works which would constitute Substantial Implementation until the Early Stage Review has been undertaken and agreed between the Developer and the LPA or determined by the Expert in accordance with the relevant provisions of this Schedule and Clause 9 but where in the case of any conflict, this Schedule shall prevail;
  - 3.1.2 notify the LPA in writing of the Revised Substantial Implementation Date and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date; and
  - 3.1.3 submit the Early Stage Review Submission to the LPA prior to but not more than 40 Working Days before the Revised Substantial Implementation Date.
- 4. VIABILITY REVIEWS**
- 4.1 The Developer shall give the LPA not less than 10 Working Days' advance written notice of the date on which any Viability Review Submission is intended to be submitted and no Viability Review Submission shall be submitted until 10 Working Days following the giving of such advance written notice.
- 4.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Developer:
- 4.2.1 its reasonable and properly incurred internal costs (including officer time); and
  - 4.2.2 its reasonable and properly incurred external surveying and legal costs,
- incurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Developer will pay such costs within 20 (twenty) Working Days of receipt of a written request for payment.
- 4.3 Upon receipt of a Viability Review Submission:
- 4.3.1 in the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the LPA (as applicable) has all the information it reasonably requires;
  - 4.3.2 the LPA shall confirm in writing to the Developer when it has received a valid and complete Viability Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude



the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 4.3 PROVIDED THAT seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for not completing any other process required by this paragraph if it can be completed without the information requested;

- 4.3.3 for a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA, both acting reasonably and in good faith, may review and seek to reach an agreed position on the matters set out in the Viability Review Submission and, where agreed between them, this may result in revisions to the Viability Review Submission; and
- 4.3.4 within 40 Working Days of the Validation Date, the LPA shall confirm in writing that:
- (a) it rejects (with reasons) the conclusions of the Viability Review Submission ("**Non-Acceptance Notice**"); or
  - (b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Housing; or
  - (c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 6 below.
- 4.4 In the event that pursuant to paragraph 4.3 above, the Developer and the LPA have not agreed the Viability Review Submission either of them shall be entitled to refer the matter to the Expert for determination and each shall use its reasonable endeavours to do so within 20 Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".
- 4.5 Unless otherwise agreed between the LPA 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.
- 4.6 In addition to the matters specified in paragraph 4.5 above, in making his determination the Expert shall have regard to:
- 4.6.1 all relevant material submitted to him by the LPA and the Developer;
  - 4.6.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;
  - 4.6.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.
- 4.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Expert, the Expert shall be appointed on the basis that, if he determines that there is surplus profit to apply towards the provision of Additional Affordable Housing, his decision shall include an Additional Affordable Housing Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 6 below.
- 5. DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING**
- 5.1 Where it is agreed or determined pursuant to a Viability Review that Additional Affordable Housing is required to be provided, the Developer shall prior to Occupation of more than 75% of the Open Market Housing Units:
- 5.1.1 make any amendments to the Development required to accommodate such Additional Affordable Housing and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;

- 5.1.2 provide such Additional Affordable Housing in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Expert and make it available for Occupation; and
  - 5.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Expert.
- 5.2 The Developer shall not Occupy more than 90% of the Open Market Housing Units (or such later date as may be agreed with the LPA pursuant to paragraph 5.1 above) unless and until:
- 5.2.1 the requirements of paragraph 5.1 above have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and
  - 5.2.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been fully paid to the LPA in cleared funds.

**6. MEMORANDUM**

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

**7. MONITORING**

- 7.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed the LPA shall report to the GLA through the London Development Database (or its successor database) the number and tenure of the Baseline Affordable Housing Units by units and Habitable Room.
- 7.2 The Parties acknowledge and agree that as soon as reasonably practicable after 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 LPA, the conclusion of the assessment under paragraph 4 the LPA shall report to the GLA through the London Development Database the following information (to the extent applicable):
- 7.2.1 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
  - 7.2.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and

7.2.3 the amount of any Partial Unit Contribution payable towards offsite Affordable Housing.

## SCHEDULE 3

### AFFORDABLE STUDENT ACCOMODATION

#### 1. DEFINITIONS

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

**"Affordable Student Accommodation"** means Student Accommodation that is provided at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent pursuant to this Schedule 3

**"Affordable Student Accommodation Units"** means the 386 Student Accommodation Units (42.5% of Student Accommodation Units) to be provided as Affordable Student Accommodation pursuant to paragraph 2.1 of this Schedule and **"Affordable Student Accommodation Unit"** shall be construed accordingly

**"CIPH"** means the Consumer Price Index for Housing published by the Office for National Statistics or any official publication substituted for it

**"London Student Accommodation Affordable Rent"** means the maximum annual rent cost (inclusive of service charges, utilities and estate charges) for affordable purpose-built student accommodation published annually by the Greater London Authority in the Mayor's Annual Monitoring Report

**"Perpetuity"** means a minimum term of 125 years from the date of First Occupation of an Affordable Student Accommodation Unit or the lifetime of the Development if shorter

#### 2. MINIMUM AFFORDABLE STUDENT ACCOMMODATION UNITS

2.1 Not less than 386 Student Accommodation Units (42.5% of Student Accommodation Units) shall be provided as Affordable Student Accommodation Units.

2.2 The Developer shall not carry out any Fit Out Works until details of the locations of the Affordable Student Accommodation Units (such details to show the Affordable Student Accommodation Units pepper-potted across the Development, and to include 1:50 floor plans of the proposed units) have been submitted to and approved in writing by the LPA and thereafter the Affordable Student Accommodation Units shall be provided in Perpetuity in the approved locations unless alternative locations are agreed from time to time by the LPA in writing.

2.3 The Developer shall ensure that the design, construction and layout of the Affordable Student Accommodation Units are the equivalent of and shall be indistinguishable from the Private Student Accommodation Units.

2.4 None of the Private Student Accommodation Units shall be Occupied until:

2.4.1 the Affordable Student Accommodation Units are Completed and made ready for Occupation; and

2.4.2 the Developer has complied with paragraph 2.2 of Schedule 1.

#### 3. AFFORDABLE RENTS

3.1 Subject to paragraph 3.3 the rent charges (inclusive of service charge, utilities and estate charges) for the letting of any Affordable Student Accommodation Units shall not exceed the London Student Accommodation Affordable Rent applicable at the date of the relevant letting and thereafter any annual increases in such rent changes shall be capped at the increase in the CIPH.

- 3.2 For so long as the London Student Accommodation Affordable Rent is published annually, the Developer shall once every three years from the date of the First Occupation of the Development submit to the LPA a report detailing:
- 3.2.1 the current rent charges (inclusive of service charge, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and
  - 3.2.2 whether the current rent charges (together with any annual increases pursuant to paragraph 3.1) require recalibration to reflect the most recently published London Student Accommodation Affordable Rent.
- 3.3 In the event that the London Student Accommodation Affordable Rent ceases to be published annually, the Developer shall submit to the LPA for approval a report annually detailing:
- 3.3.1 the current rent charges (inclusive of service charge, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and
  - 3.3.2 the proposed rent charges (inclusive of service charge, utilities and estate charges) for the letting of the Affordable Student Accommodation Units for the following Academic Year, which shall not exceed 55% of the maximum income that a new full-time Student studying in London and living away from home could receive from the Government's maintenance loan for living costs for that Academic Year,

and thereafter the proposed rent charges set out in the approved report shall be effective from the beginning of the next Academic Year until the submission of the next report pursuant to this paragraph 3.3.

## SCHEDULE 4

### STUDENT ACCOMMODATION

#### 1. DEFINITIONS

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

<b>"Academic Year"</b>	means the academic year of 38 weeks of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution
<b>"Affordable Nominations Agreement"</b>	means a Nominations Agreement in respect all of the Affordable Student Accommodation Units
<b>"Cascade Mechanism"</b>	means the cascade mechanism to be submitted to and approved by the LPA pursuant to paragraph 4.2 of this Schedule
<b>"End User"</b>	means any educational establishments or institutions to be attended by Students
<b>"Growth Boroughs"</b>	means the London Boroughs Newham, Waltham Forest, Tower Hamlets or Hackney
<b>"Higher Education Institution"</b>	means an education institution recognised by The Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education or such other education institution as shall be agreed between the LPA and the Developer from time to time
<b>"Interested Higher Education Institution"</b>	means the Higher Education Institution with whom the Developer has entered into a Nominations Agreement from time to time (and which is anticipated by the Parties at the date of this Agreement to be UCL)
<b>"London Student Accommodation Affordable Rent"</b>	shall have the meaning given to it in Schedule 3
<b>"Nominations Agreement"</b>	means a completed and binding agreement or agreements with a Higher Education Institution (in the form of a contract or a lease or a freehold transfer of the relevant parts of the Student Accommodation) that either:  (a) secures the operation and management of Nominations Units by the Higher Education Institution directly; or  (b) grants rights to the Higher Education Institution to nominate any of its Students to become Occupants of Nominations Units  and in either case in a form that incorporates the cascade provisions in paragraph 4 of this Schedule and in a form that is to the LPA's reasonable satisfaction

<b>"Nominations Units"</b>	means the Student Accommodation Units which are subject to a Nominations Agreement which subject to the provisions of paragraph 2 of this Schedule shall be:
	(a) all of the Affordable Student Accommodation Units; and
	(b) not less than 77 Private Student Accommodation Units
<b>"Piling"</b>	means the piling works for Buildings in Phase 4 of the Development that are to be commenced in Phase 3 as shown shaded yellow on Plan 9
<b>"Private Nominations Agreement"</b>	means a Nominations Agreement in respect of not less than 77 of the Private Student Accommodation Units
<b>"Students"</b>	means students enrolled in a full-time higher education course at a Higher Education Institution and "Student" shall be construed accordingly

## 2. NOMINATIONS AGREEMENT

### 2.1 The Developer covenants with the LPA to:

- 2.1.1 enter into an Affordable Nominations Agreement prior to First Occupation of the Student Accommodation; and
- 2.1.2 enter into a Private Nominations Agreement prior to First Occupation of the Student Accommodation; and
- 2.1.3 use Reasonable Endeavours to maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies beyond the minimum of 78 Private Student Accommodation Units,

and for the avoidance of doubt there may be one or more Nominations Agreements comprising the Affordable Nominations Agreement and the Private Nominations Agreement.

### 2.2 The Developer covenants not to First Occupy the Student Accommodation unless and until:

- 2.2.1 the Developer has entered into an Affordable Nominations Agreement and provided evidence of the same to the LPA's satisfaction; and
- 2.2.2 the Developer has entered into a Private Nominations Agreement and provided evidence of the same to the LPA's satisfaction (such evidence to also include details how the Developer has complied with its further obligation pursuant to paragraph 2.1.3 to maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies).

### 2.3 Where the LPA has confirmed in writing that it is satisfied the Developer has used Reasonable Endeavours to maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies, it is hereby agreed that the Developer may Occupy any Private Student Accommodation Units to which a Private Nominations Agreement does not apply subject to Compliance with the following obligations:

- 2.3.1 the Developer shall continue to use its Reasonable Endeavours to maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies beyond the minimum of 78 Private Student Accommodation Units; and
- 2.3.2 the Developer shall report to the LPA in writing every three months with such information as the LPA reasonably requests to enable the LPA to determine whether the Developer's obligation in paragraphs 2.3.1 above is being Complied with.

- 2.4 The Developer covenants with the LPA to maintain an Affordable Nominations Agreement and a Private Nominations Agreement for the lifetime of the Development and not to permit Occupation of the Student Accommodation without a binding Affordable Nominations Agreement and Private Nominations Agreement in place.
- 2.5 The Developer covenants with the LPA to notify the LPA in writing upon:
- 2.5.1 the expiry or termination of a Nominations Agreement; and
  - 2.5.2 the completion of any new Nominations Agreement, such notice to include a copy of the completed Nominations Agreement.

### 3. RESTRICTION ON OCCUPATION OF THE STUDENT ACCOMMODATION

- 3.1 The Developer covenants not to First Occupy the Student Accommodation until it has complied with paragraph 2.4 of Schedule 8 in respect of the Community Space and provided the LPA with satisfactory written evidence of the same.
- 3.2 The Developer covenants not to Occupy more than 95% of the Student Accommodation unless and until the Piling has been completed and the Developer has provided the LPA with satisfactory written evidence of the same.

### 4. OCCUPATION BY STUDENT ACCOMMODATION DURING ACADEMIC YEAR

- 4.1 The Developer covenants that during the Academic Year the Student Accommodation shall:
- 4.1.1 only be offered for Occupation to the following Students and in the following order of priority (from highest to lowest):
    - (a) to Students enrolled at the Interested Higher Education Institution;
    - (b) to Students enrolled at Higher Education Institutions based in the LPA's administrative area;
    - (c) to Students enrolled at Higher Education Institutions based in the Growth Boroughs; and
    - (d) any other Students enrolled at Higher Education Institutions; and
  - 4.1.2 be offered in accordance the approved Cascade Mechanism.
- 4.2 No works comprised in the Development beyond the Superstructure Works shall be carried out until the Developer has submitted and obtained the LPA's approval to a cascade mechanism which shall set out the following details:
- 4.2.1 the Reasonable Endeavours that must be used to secure Occupation of the Student Accommodation by Students enrolled at the Interested Higher Education Institution, including the duration of the offer period (the "**First Offer Period**"), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students;
  - 4.2.2 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in the LPA's administrative area, including the duration of the offer period (the "**Second Offer Period**") (which must be sequential to the First Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students; and



4.2.3 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in the Growth Boroughs, including the duration of the offer period (the "Third Offer Period") (which must be sequential to the Second Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students.

4.3 The Developer shall implement the approved Cascade Mechanism during the lifetime of the Development.

## 5. OCCUPATION OF STUDENT ACCOMMODATION OUTSIDE ACADEMIC YEAR

5.1 Subject to paragraph 6 of this Schedule the Developer shall actively market the Student Accommodation (and use Reasonable Endeavours to secure its Occupation) outside the Academic Year:

5.1.1 to any Student enrolled on a recognised educational course or placement;

5.1.2 as temporary accommodation for uses related to an End User educational and conference operations including the housing of temporary 'summer school' students;

5.1.3 as temporary accommodation for users related to a Higher Education Institution including academics, postgraduates or lecturers;

5.1.4 to any delegates of an End User; and/or

5.1.5 for temporary uses expressly identified in paragraph 4.15.13 of the supporting text to policy H15 of the London Plan 2021 (or any replacement text in a replacement London Plan),

or such other class of user as agreed with the LPA in writing at an equivalent daily rate to that charged to Students of Private Student Accommodation Units and Affordable Student Accommodation Units (as appropriate).

## 6. STUDENT ACCOMMODATION (GENERAL PROVISIONS)

6.1 The Developer covenants with the LPA as follows:

6.1.1 to ensure that the temporary Occupation of Student Accommodation outside the Academic Year pursuant to paragraph 5.1 shall not:

(a) result in a material change of use of the Student Accommodation for the purposes of section 55 of the 1990 Act; or

(b) disrupt the Occupation of the Student Accommodation during the Academic Year pursuant to paragraph 4 of this Schedule 4;

6.1.2 to ensure that each Student Accommodation Unit is used at all times as a single planning unit;

6.1.3 to ensure that the Student Accommodation is used and Occupied for no purpose other than its authorised purpose as student accommodation;

6.1.4 that no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling unit not forming part of the single planning unit; and

6.1.5 that no part of the Student Accommodation shall be sold leased, licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions in this Schedule.

## SCHEDULE 5

### WHEELCHAIR STUDENT ACCOMMODATION

#### 1. DEFINITIONS

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

- "Additional Wheelchair Accessible Units"** means Initial Wheelchair Adaptable Units which are adapted to Wheelchair Accessible Units
- "Wheelchair Marketing Strategy"** means a strategy that has been approved in writing by the LPA and which sets out the details of how the Wheelchair Accessible Units will be marketed to Students with accessibility needs
- "Initial Wheelchair Accessible Units"** means the 5.2% of Student Accommodation Units which are constructed as Wheelchair Accessible Units
- "Initial Wheelchair Adaptable Units"** means the 4.8% of Student Accommodation Units (in addition to the Initial Wheelchair Accessible Units) which are capable of being fully fitted out for a wheelchair user by removing the internal partition wall between two Student Accommodation Units to form Wheelchair Accessible Units as soon as reasonably practicable taking into account the Academic Year
- "Wheelchair Unit Monitoring"** means the monitoring of demand for and Occupation of the Wheelchair Accessible Units (including but not limited to the Initial Wheelchair Accessible Units) by Students with accessibility needs which shall as a minimum include the following:
- (a) including questions about accessibility needs on enquiry and booking forms for Student Accommodation Units
  - (b) recording enquiries from Students with accessibility needs made for Student Accommodation Units and logging the outcome of each inquiry including whether a Wheelchair Accessible Unit was available and/or offered
  - (c) recording the Occupation of Wheelchair Accessible Units and
  - (d) keeping a waiting list of Students with accessibility needs who have expressed an interest in Wheelchair Accessible Units
- "Wheelchair Unit Monitoring Period"** means the date commencing six months prior to First Occupation of the Student Accommodation and lasting for the lifetime of the Development
- "Wheelchair Unit Monitoring Report"** means a report submitted at the end of a Wheelchair Unit Report Period setting out the data and information gathered as part of the Wheelchair Unit Monitoring during that period and such report shall be in a form previously agreed in writing with the LPA and shall include the following:
- (a) the quantum of Wheelchair Accessible Units at the start of the Wheelchair Unit Report Period

- (b) the quantum of Additional Wheelchair Accessible Units converted during the Wheelchair Unit Report Period (if any)
- (c) the number of Wheelchair Accessible Units Occupied by Students with accessibility needs during the Wheelchair Unit Report Period
- (d) a register of enquiries for Student Accommodation by Students with accessibility needs and whether a Wheelchair Accessible Unit was available and/or offered
- (e) the details of any waiting list of Students with accessibility needs for Wheelchair Accessible Units and
- (f) a conclusion on whether there is unmet demand for Wheelchair Accessible Units and, if so, the quantum of Initial Wheelchair Adaptable Units that will be converted to Additional Wheelchair Accessible Units to meet that demand

**"Wheelchair Unit Report Period"** means:

- (a) initially the period of six months commencing on the date which is six months prior to First Occupation and ending on the date of First Occupation; and thereafter
- (b) each period of 12 months on a rolling basis until the end of the Wheelchair Unit Monitoring Period

## **2. LOCATION OF WHEELCHAIR ACCESSIBLE UNITS AND WHEELCHAIR ADAPTABLE UNITS**

- 2.1 The Developer shall not carry out any Fit Out Works until details of the locations of the Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units (including 1:50 floor plans of the proposed units and plans identifying the locations of those Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units to be provided as Affordable Student Accommodation Units) have been submitted to and approved in writing by the LPA.
- 2.2 The Developer shall provide the Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units in the locations approved by the LPA pursuant to paragraph 2.1.

## **3. MARKETING OF WHEELCHAIR ACCESSIBLE UNITS**

- 3.1 For each and every letting of a Wheelchair Accessible Unit, the Developer shall:
  - 3.1.1 actively market the Wheelchair Accessible Unit to Students with accessibility needs for a period of not less than nine months prior to commencement of the first Academic Year during which the Development will be Completed and ready for Occupation, and thereafter on a rolling basis as the Wheelchair Accessible Units become vacant; and
  - 3.1.2 use Reasonable Endeavours for a period of not less than three months to grant a tenancy for the Wheelchair Accessible Unit to a Student with accessibility needs,

**PROVIDED THAT** in the event that despite active marketing and using Reasonable Endeavours a tenancy has not been granted to a Student with accessibility needs by the end of such three month period the Developer shall be entitled to market and let that unit to any Student.

3.2 In the event that, following active marketing, a tenancy of a Wheelchair Accessible Unit is not granted to a Student with accessibility needs, the Developer shall:

3.2.1 report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 3.1.1 and 3.1.2); and

3.2.2 if the LPA requests, meet with the LPA to discuss a strategy for the future marketing of the Wheelchair Accessible Units and thereafter the Developer's obligation to use of Reasonable Endeavours pursuant to paragraph 3.1.2 shall be construed to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to this paragraph.

**4. MONITORING OF DEMAND FOR AND OCCUPATION OF WHEELCHAIR ACCESSIBLE UNITS**

4.1 The Developer shall carry out the Wheelchair Unit Monitoring during the Wheelchair Unit Monitoring Period.

4.2 Without prejudice to paragraph 4.4, if during the Wheelchair Unit Monitoring Period there is a waiting list for Wheelchair Accessible Units the Developer shall use Reasonable Endeavours to convert an appropriate quantum of unlet Initial Wheelchair Adaptable Units to Additional Wheelchair Accessible Units to meet that demand.

4.3 During the Wheelchair Unit Monitoring Period the Developer shall prepare and submit to the LPA for approval a Wheelchair Unit Monitoring Report by no later than 5 Working Days after the end of each Wheelchair Unit Report Period.

4.4 If any approved Wheelchair Unit Monitoring Report concludes that there is unmet demand for Wheelchair Accessible Units, the Developer shall within two weeks of the LPA's approval of the relevant Wheelchair Unit Monitoring Report:

4.4.1 convert the quantum of Initial Wheelchair Adaptable Units identified in the report to Additional Wheelchair Accessible Units to meet that demand; and

4.4.2 provide evidence to the LPA's satisfaction of the provision of Additional Wheelchair Accessible Units.

## SCHEDULE 6

### EMPLOYMENT AND TRAINING

#### 1. DEFINITIONS

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

<b>"Employment Monitoring Report"</b>	means a report prepared by the Developer following written request from the LPA and detailing how the Developer is meeting the requirements set out in this Schedule, including providing detail on the current make-up of the workforce related to the Development at that time
<b>"Inclusive Economy Contribution"</b>	means the sum of £100,000.00 to be paid by the Developer to the LPA towards the Growth Borough and the LLDC's Inclusive Economy Collaborative Programme, or any future equivalent programme, including towards: education; employment and skills programmes including Build East, Good Growth Hub and East Education which facilitate local apprenticeships, work placement schemes and other measures towards encouraging local employment
<b>"Local Labour and Business Schemes"</b>	means established careers development programmes run or supported by the LPA, Growth Boroughs or partner organisations including but not limited to Our Newham Work
<b>"Our Newham Work"</b>	means the Council's partnership one-stop shop for jobs and enterprise, bringing together the 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 the Council may nominate to perform the same obligations)
<b>"London Living Wage"</b>	means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA

#### 2. INCLUSIVE ECONOMY CONTRIBUTION

- 2.1 Prior to Commencement of the Development the Developer shall pay the Inclusive Economy Contribution to the LPA
- 2.2 The Developer shall not Commence the Development unless and until the Inclusive Economy Contribution has been paid to the LPA.
- 2.3 Any proposal for the use of the Inclusive Economy Contribution, once paid to the LPA, shall be agreed in writing by the LPA in consultation with the LPA before the contribution is spent or formally allocated by the LPA to be spent.

### 3. LOCAL LABOUR AND LOCAL BUSINESS

3.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) use reasonable endeavours to ensure that:

3.1.1 at least 25% of the construction workforce are local residents of the Growth Boroughs, provided that, the Developer shall use Reasonable Endeavours to ensure that priority is given to individuals who reside in the London Borough of Newham;

3.1.2 that the 25% of local residents are made up of the following target groups:

(a) 30% being Black, Asian and Minority Ethnic residents;

(b) 10% being female residents; and

(c) 5% being people with a recognised disability;

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

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

3.1.5 Local Labour and Business Schemes are notified of all job vacancies arising from the Development.

3.2 The Developer shall use Reasonable Endeavours to, and shall procure that its tenant(s) and any sub tenants (in respect of end use vacancies and jobs) use reasonable endeavours to ensure that:

3.2.1 at least 25% of the operational workforce are local residents of the Growth Boroughs and Developer shall use Reasonable Endeavours to ensure that priority is given to individuals who reside in the London Borough of Newham;

3.2.2 the 25% of local residents are made up of the following target groups:

(a) 30% being Black, Asian and Minority Ethnic residents;

(b) 10% being female residents; and

(c) 5% being people with a recognised disability;

3.2.3 that all employees employed at the Development in end use jobs are paid the London Living Wage;

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

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

3.2.6 work-based learning opportunities are provided at the Development, including:

(a) not less than 5% of all construction jobs at the Development shall be apprenticeships which shall be prioritised for persons living in the Growth Boroughs); and

(b) not less than 5% of all end-use jobs at the Development shall be apprenticeships (50% of which shall be persons living in the Growth Boroughs).

**4. MONITORING AND REVIEW**

- 4.1 The Developer will submit Employment Monitoring Reports in respect of the Development to the LPA every 12 months until completion of the Development (and within regular intervals thereafter to be agreed with the LPA), the first such report to be submitted to the LPA no later than six months following Commencement of the Development.
- 4.2 The LPA agrees and acknowledges that in respect of paragraph 4.1 separate monitoring and review reports may be submitted for different elements of the Development.

## SCHEDULE 7

### AFFORDABLE WORKSPACE

#### 1. DEFINITIONS

1.1 In this Schedule 7 the following words and expressions shall have the following meanings:

- "Affordable Rent"** means:
- (a) a maximum rent charged by the Affordable Workspace Provider to an end use occupier of no more than £205 per square metre/ £19 per square foot (inclusive of service charges but not utilities) across the Affordable Workspace as a whole and
  - (b) no rent review within the first three years of Occupation of the Affordable Workspace by the end use occupier and
  - (c) each rent review thereafter shall only result in an increase of rent to account for indexation
- "Affordable Workspace"** means the subsidised workspace within the Development comprising at least 479.2 square metres (gross internal area) to be provided to end use occupiers for the Affordable Rent secured through an Affordable Workspace Lease and such workspace will be suitable for small and medium sized enterprises in accordance with the Affordable Workspace Plan and provided for 25 years from First Occupation of the Development and proactively marketed to them in accordance with the Affordable Workspace Marketing Strategy
- "Affordable Workspace Confirmation Report"** means an annual report to be submitted by the Developer to the LPA detailing (but not limited to):
- (a) the use of the Affordable Workspace including all occupiers, together with numbers of employees and details of the sector in which they operate
  - (b) the rent paid by occupiers of the Affordable Workspace in respect of the Affordable Workspace in the previous year
  - (c) the rent to be paid by occupiers of the Affordable Workspace in respect of the Affordable Workspace in the forthcoming year
  - (d) details of the occupancy for the Affordable Workspace for the previous year and
  - (e) details of any workspace and/or community engagement strategy in place at that time in respect of the relevant Affordable Workspace
- "Affordable Workspace Lease"** means the lease of the Affordable Workspace between the Developer and the Affordable Workspace Provider which shall provide for the letting of the Affordable Workspace to end use occupiers at the Affordable Rent
- "Affordable Workspace Marketing Strategy"** means a strategy to be submitted by the Developer and approved by the LPA for marketing the Affordable Workspace to ensure that the Affordable Workspace is marketed to small and medium enterprises to



support occupancy by the categories of person listed in the Affordable Workspace Plan, such strategy to include (but not limited to):

- (a) the marketing particulars of the Affordable Workspace and the specification of the rents and length of rental term to be offered
- (b) details of how and where the Affordable Workspace will be marketed
- (c) measures to ensure that the Affordable Workspace is marketed to small and medium enterprises in the surrounding boroughs and to include a strategy to promote the Affordable Workspace through local business channels and networks and
- (d) identifying means of ensuring the provision of information to the LPA for monitoring the implementation of the Affordable Workspace Marketing Strategy

**"Affordable Workspace Monitoring Report"**

means a report detailing:

- (a) all current tenancies within the Affordable Workspace
- (b) all vacancies within the Affordable Workspace and
- (c) confirming the effectiveness of the Affordable Workspace Plan and Affordable Workspace Marketing Strategy and any proposed corrective activity if occupancy by the categories of person listed in the Affordable Workspace Plan has not been achieved

**"Affordable Workspace Monitoring Period"**

means the date six months from the First Occupation of the Development and thereafter every six months on a rolling basis for 25 years from First Occupation of the Development

**"Affordable Workspace Plan"**

means a plan setting out a package of measures to be submitted by the Developer and approved by the LPA for the provision and management of the Affordable Workspace to ensure that the Affordable Workspace remains flexible and affordable so as to be suitable for small and medium enterprises including (but not limited to) where applicable:

- (a) details of the categories of person to whom the Affordable Workspace shall be made available including the selection criteria which shall for the avoidance of doubt be first offered to small local companies and businesses such as:
  - (i) those with a social value (ie charities or social enterprises)
  - (ii) those with cultural values (ie creative and artists workspace, rehearsal and performance space and makerspaces)
  - (iii) those in underrepresented groups in any sector
  - (iv) those able to demonstrate that they cannot afford market rent space
  - (v) those supporting educational outcomes through connections to schools, colleges or higher education and

- (vi) those supporting start up and early stage business or regeneration
- (b) details of how the Affordable Workspace will be allocated to the categories of businesses specified above
- (c) measures to ensure the Affordable Workspace shall be constructed and fitted out in an agreed location and to the Affordable Workspace Specification
- (d) details of the Affordable Workspace Provider and the term of the Affordable Workspace Lease
- (e) how potential occupiers of the Affordable Workspace will be identified and prioritised, including the setting up of any waiting lists
- (f) the terms on which occupiers of the Affordable Workspace will be offered leases including that leases will be offered at no more than the Affordable Rent
- (g) how the Affordable Workspace will be managed and maintained including details of how the inter relation between the Affordable Workspace and the other Buildings will be managed including the appointment of an estate manager for both commercial and residential occupiers and
- (h) how alternative occupiers for the space will be identified where original occupiers are unable to continue including the arrangements to ensure that the Affordable Workspace shall remain available for its purpose as Affordable Workspace

**"Affordable Workspace Provider"**

means such company, organisation or management group with demonstrable experience of success in operating shared workspaces (including affordable workspaces) for multiple occupation by micro, small and medium sized enterprises that includes occupancy by the categories of person listed in the Affordable Workspace Plan, and which shall be approved by the LPA in writing and who will enter into the Affordable Workspace Lease

**"Affordable Workspace Specification"**

means completion of the Affordable Workspace to a CAT A+ fit out and in accordance with the Hadley Property Group IQL North Workspace Employment Strategy, Appendix A, Addendum to Workspace Strategy, and including where applicable:

- (a) secure entrance(s), heating, lighting, kitchenette(s) and WC facilities
- (b) a fully enclosed space or spaces with perimeter walls and consented windows, doors and shop fronts installed
- (c) floors power floated with minimum of 5kN/m<sup>2</sup> loading capacity
- (d) floor areas finished to appropriate standard
- (e) all exposed soffits and structural columns to be fair-faced concrete or plastered
- (f) all internal walls finished in an appropriate state for occupation

- (g) exposed concrete walls, columns and soffits to have snots removed
- (h) all statutory services supplied, capped, tested and separately metered
- (i) all drainage installed and connected
- (j) conduits installed for suitable incoming data cabling and required wayleaves completed and
- (k) compliant with all relevant accessibility regulations

or such other specifications that may be first agreed in writing by the LPA

**"Frontage Scheme"** means a scheme demonstrating how the frontage of any vacant Workspace will be treated in order to ensure the appearance of an active and attractive frontage

## 2. AFFORDABLE WORKSPACE

- 2.1 Prior to the Commencement of Development the Developer shall notify the LPA where the Affordable Workspace is to be located.
- 2.2 Prior to the Commencement of the Development the Developer shall submit the Affordable Workspace Plan and the Affordable Workspace Marketing Strategy to the LPA for approval.
- 2.3 The Developer shall not Commence the Development until such time as the LPA has approved the Affordable Workspace Plan and the Affordable Workspace Marketing Strategy in writing.
- 2.4 Prior to Occupation of any Workspace the Developer shall layout, construct and fit out the Affordable Workspace in accordance with the Affordable Workspace plan and the Developer shall not Occupy any Workspace until such time as the LPA has confirmed in writing that the Affordable Workspace has been laid out, constructed and fitted out in accordance with the Affordable Workspace Plan.
- 2.5 The Developer shall thereafter manage the Affordable Workspace in accordance with the approved Affordable Workspace Marketing Strategy.
- 2.6 The Developer shall at least every six months from the date of Occupation of the Development submit the Affordable Workspace Monitoring Report to the LPA throughout the Affordable Workspace Monitoring Period.
- 2.7 The Developer shall notify the LPA in writing within seven days if any part of the Affordable Workspace becomes vacant for a period of at least three months. Following notification, the Developer shall submit:
  - 2.7.1 the Affordable Workspace Monitoring Report to the LPA on a rolling basis every three months until such time as the Affordable Workspace is let in accordance with the Affordable Workspace Plan and in such circumstances the Affordable Workspace Monitoring Report shall set out proposed amendments to the Affordable Workspace Plan and Affordable Workspace Marketing Strategy to make the Affordable Workspace more attractive to potential tenants; and
  - 2.7.2 the Frontage Scheme to the LPA for approval in writing and shall thereafter comply with the approved Frontage Scheme in respect of the vacant Affordable Workspace.
- 2.8 The Developer will submit the Affordable Workspace Confirmation Report to the LPA on an annual basis beginning with the date one year after the First Occupation of the Affordable Workspace and annually thereafter until 25 years from First Occupation of the Development.

## SCHEDULE 8

### COMMUNITY SPACE

#### 1. DEFINITIONS

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

**"Community Space Organisation"** means the "Good Growth Hub" or an alternative community organisation, selected by the Developer, and approved by the LPA in accordance with the Community Space Marketing Strategy and the provisions of this Schedule

**"Community Space Lease"** means a lease for the Community Space pursuant to the Landlord and Tenant Act 1954 which shall include (but not be limited to) the following terms:

- (a) to be provided at a peppercorn rent (£1.00) for a total aggregate period of 20 years
- (b) the Community Space Organisation must provide Lighthouse outreach services
- (c) the Community Space Organisation must agree to deliver the pledges required by the Neighbourhood Charter and
- (d) the Community Space Organisation will be responsible for managing the space and all resulting costs including business rates and service charges

and on such other terms to be agreed between the Developer and the lessee and approved by the LPA

**"Community Space Monitoring Period"** means the date six months from the First Occupation of a Student Accommodation Unit and thereafter every six months on a rolling basis for 20 years from First Occupation of the Student Accommodation

**"Community Space Monitoring Report"** means a report to be submitted by the Developer to the LPA detailing (but not limited to):

- (a) how the Community Space has been used throughout the previous six month period
- (b) how the Community Space has complied with the Community Space Plan and
- (c) how the Community Space as complied with the Community Space Marketing Strategy

**"Community Space Plan"** means a plan setting out a package of measures to be submitted by the Developer and approved by the LPA for the provision and management of the Community Space to ensure that the Community Space remains flexible and affordable so as to be

suitable for a Community Space Organisation, including (but not limited to):

- (a) measures to ensure the Community Space shall be constructed and fitted out in Block E and Block F and in accordance with the Community Space Specification
- (b) details of the Community Space Lease that will be offered to a Community Space Organisation
- (c) Details of the proposed community uses for the Community Space and the basis on which the Community Space will contribute to the locality of the Development and
- (d) how users of the Community Space will be identified and encouraged to use the Community Space

**"Community Space Specification"**

means completion of the Community Space CAT A+ fit out, including (but not limited to) where applicable:

- (a) secure entrance(s), heating and AC, sprinklers and fire alarms, lighting, kitchenette(s) and WC facilities all with sufficient capacity and durability to support community uses and the provision of food and beverages at community events
- (b) a fully enclosed space or spaces with perimeter walls and consented windows, doors and shop fronts installed
- (c) floors power floated with minimum of 5kN/m<sup>2</sup> loading capacity
- (d) floor areas finished with durable and low maintenance materials to an appropriate standard for Occupation
- (e) all exposed soffits and structural columns to be fair-faced concrete or plastered
- (f) all internal walls finished with durable and low maintenance materials to an appropriate standard for Occupation
- (g) exposed concrete walls, columns and soffits to have spots removed
- (h) all statutory services supplied, capped, tested and separately metered
- (i) all drainage installed and connected
- (j) conduits installed for suitable incoming data cabling and required wayleaves completed and
- (k) compliant with all relevant accessibility regulations

or such other specifications that may be first agreed in writing by the LPA

**"Community Space Marketing Strategy"**

means a strategy to be submitted by the Developer and approved in writing by the LPA for marketing the Community Space, in the event the Good Growth Hub does not enter into the Community Space Lease or ceases to Occupy the Community Space in accordance with paragraph 2.7, which shall include:

- (a) the marketing particulars of the Community Space and the length of rental term to be offered
- (b) details of how and where the Community Space will be marketed and
- (c) details of how the Community Space Organisation will be shortlisted and how the tenant will be selected, including specific details on the tender process

**"Neighbourhood Charter"**

means the document of the same title, which sets out a range of initiatives to help establish IQL North as a sustainable, inclusive and welcoming new neighbourhood, to be shared with the LPA prior to Occupation of the Commercial Units, the compliance with which shall be at the reasonable endeavours of the occupational tenants of the Commercial Units

**2. COMMUNITY SPACE**

- 2.1 Prior to the Commencement of Phase 2 of the Development the Developer shall submit the Community Space Plan and the Community Space Marketing Strategy to the LPA for approval.
- 2.2 The Developer shall not Commence Phase 2 of the Development until such time as the LPA has approved the Community Space Plan and the Community Space Marketing Strategy in writing (such approval not to be unreasonably withheld or delayed).
- 2.3 Prior to First Occupation of the Student Accommodation the Developer shall Complete the Community Space in accordance with the Community Space Plan.
- 2.4 The Developer shall not Occupy nor permit First Occupation of the Student Accommodation until the Community Space has been Completed in accordance with the Community Space Plan.
- 2.5 Following completion of the Community Space, the Developer shall use Reasonable Endeavours to enter into the Community Space Lease with the Good Growth Hub.
- 2.6 Upon entering into the Community Space Lease with the Good Growth Hub the Community Space shall be thereafter managed and maintained in accordance with the Community Space Plan for a minimum period of 20 years.
- 2.7 In the event that:
  - 2.7.1 following 12 months from Completion of the Community Space the Community Space Lease has not been entered into with the Good Growth Hub despite the Developer using Reasonable Endeavours to do so (and providing the LPA with satisfactory evidence of the same); or
  - 2.7.2 during the term of the Community Space Lease the Good Growth Hub defaults, surrenders or otherwise ceases to Occupy the Community Space,

the Developer shall be permitted to re-provide the Community Space for the remainder of the 20 year minimum period as a use permitted within Use Class F2 with an alternative Community Space

Organisation in accordance with the Community Space Marketing Strategy and Community Space Plan.

- 2.8 The Developer shall submit the Community Space Monitoring Report to the LPA throughout the Community Space Monitoring Period.

**SCHEDULE 9  
TRAVEL PLAN AND SUSTAINABLE TRANSPORT MEASURES**

**1. DEFINITIONS**

1.1 In this Schedule 9 the following words and expressions shall have the following meanings:

<b>"Modal Split Targets"</b>	means the modal split targets identified in the approved Travel Plan
<b>"Monitoring Period"</b>	means six months after First Occupation of the Development until the date falling five years after First Occupation of the final Building to be Completed
<b>"Sustainable Transport Measures"</b>	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure, in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
<b>"Travel Plan"</b>	means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
<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 visitors to, and employees of, the Development</li></ul>
<b>"Travel Plan Monitoring Fee"</b>	means the sum of £10,000 (Indexed) to be paid to the LPA towards monitoring of the Travel Plan
<b>"Travel Plan Monitoring Officer"</b>	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
<b>"Travel Plan Monitoring Report"</b>	means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include: <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></ul>



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

**"Travel Plan Review Period"**

means the following reviews for the duration of the Monitoring Period:

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

**2. SHORT STAY CYCLE PARKING**

- 2.1 Prior to Commencement of Developer the Developer shall confirm in writing to the LPA the level of cycle parking to be provided at the Development and shall use all Reasonable Endeavours to provide a minimum of 256 short stay cycle parking spaces of which 5% shall be for larger bicycles.
- 2.2 In the event that in accordance with paragraph 5.1 the Developer confirms that it is unable to provide the minimum of 256 short stay cycle parking spaces then the Developer shall pay a financial contribution to the LPA of £200 per cycle parking space of the shortfall and such contribution shall be used by the LPA to promote cycling and walking within the vicinity of the Development.

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

- 3.1 No Residential Unit, Student Accommodation Unit nor Workspace shall be Occupied unless the tenancy or transfer of that Residential Unit, Student Accommodation Unit and Workspace contains a covenant by the tenant or transferee (as relevant) that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways in the vicinity of the Development at any time during the lifetime of the Development unless otherwise agreed with the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to a section 21 of the Chronically Sick and Disabled Persons' Act 1970 and evidence of the same has been provided to the LPA.
- 3.2 Prior to the First Occupation to notify the LPA and the Council in writing of the restriction on parking permits for the Development contained in this paragraph 3.

**4. TRAVEL PLAN**

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

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

the Development shall not be Occupied unless and until the Travel Plan has been approved by the LPA pursuant to paragraph 4.1.1 above and the provisions of paragraph 4.1.2 have been complied with.

- 4.2 The Travel Plan to be submitted pursuant to paragraph 4.1 shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.
- 4.3 The Travel Plan to be submitted pursuant to paragraph 4.1 shall:
- 4.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
  - 4.3.2 contain clear commitments to measures, including investigation of potential additional measures;
  - 4.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
  - 4.3.4 be compliant with TRICS and iTRACE (or such method(s) approved by TfL as is in existence at the time the Travel Plan is submitted); and
  - 4.3.5 contain measures aimed at:
    - (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
    - (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
    - (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development;
  - 4.3.6 set out a strategy for periodic review of the parking spaces within the Site; and
  - 4.3.7 include a plan for monitoring use of the electric vehicle charging points within the Site.
- 4.4 The Developer shall implement the approved Travel Plan from First Occupation of any part of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.
- 4.5 Thereafter the Developer shall ensure that the Development is Occupied in accordance with the approved Travel Plan (as amended from time to time) for the lifetime of the Development.
- 5. TRAVEL PLAN MONITORING**
- 5.1 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.
- 5.2 During the Monitoring Period the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.
- 5.3 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.
- 5.4 The Developer shall pay to the LPA the Travel Plan Monitoring Fee prior to Occupation of the Development.

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

6. **MODAL SPLIT TARGETS**

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

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

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

## SCHEDULE 10

### PUBLIC REALM

#### 1. DEFINITIONS

1.1 In this Schedule 10 the following words and expressions shall have the following meanings:

**"Common Areas"**

means:

- (a) all areas within the Development which are used in common by Occupiers and users of such Buildings.
- (b) all areas of Public Realm; and
- (c) all other shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the Highway Authority pursuant to its powers under the 1980 Act

**"Estate Management Strategy"**

means an overarching estate management strategy for the Development which shall contain as a minimum the proposed strategy for the following:

- (a) the management and maintenance (including repair, renewal, cleaning and keeping tidy of:
  - (i) the Common Areas
  - (ii) the Public Realm Works and
  - (iii) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority)

and including in respect of paragraphs (i) and (ii) above all associated street furniture, lighting, security equipment and drainage for that Phase

- (b) community access to the Growing Gardens and Summit Square
- (c) management and co-ordination of waste collection and recycling
- (d) management and co-ordination of the impact of Student move in/move out dates and
- (e) liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement

and subject to any further updates agreed in writing with the LPA as a result of a Public Realm Plan

**"Green Space and Play Space Contribution"**

means the sum of £100,000 (Indexed) to be paid by the Developer to the LPA towards improvements to open space and play spaces within the Queen Elizabeth Olympic Park area through ecological improvements in order to mitigate against the impacts of the

	Development on Epping Forest and the shortfall in on-Site play space provision.
<b>"Growing Gardens and Summit Square"</b>	means the 195 square metres of external public realm to be provided for community use within the Public Realm and subject to the Estate Management Strategy
<b>"Permitted Closures"</b>	means temporary closure of any part of the Public Realm in the following circumstances: <ul style="list-style-type: none"> <li>(a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety</li> <li>(b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area and/or component(s) of the Public Realm in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area</li> <li>(c) where such temporary closure is required for the purposes of carrying out inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)</li> <li>(d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law and</li> <li>(e) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained</li> </ul> <p>PROVIDED THAT save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence</p>
<b>"Public Realm"</b>	means the provision of public realm the provision of the Growing Gardens and Summit Square and public access through the Development which shall be freely accessible to the general public subject to Permitted Closures in accordance with the approved Estate Management Strategy
<b>"Public Realm Plan"</b>	means a plan for the provision of the Public Realm to be provided in respect of each Phase of the Development which shall contain details as to the delivery and layout of the Public Realm for that Phase including any temporary Public Realm for that Phase and shall be set out within the area shown on Plan 7
<b>"SUDS Infrastructure"</b>	means any sustainable urban drainage system comprised within the Development

**2. ESTATE MANAGEMENT STRATEGY**

2.1 Prior to Occupation of the Development the Developer shall submit and obtain the LPA's approval of the Estate Management Strategy.

2.2 The Development shall be carried out and Occupied and maintained in accordance with the approved Estate Management Strategy and subject to any approval of further changes agreed with the LPA in writing as a result of any Public Realm Plan.

### 3. **PROVISION OF PUBLIC REALM**

3.1 Prior to Occupation of a Phase the Developer shall submit and obtain the LPA's approval of the Public Realm Plan for that Phase.

3.2 The Developer shall deliver the Public Realm for each Phase in accordance with the Public Realm Plan for that Phase and thereafter ensure that the Public Realm is retained in accordance with it.

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

### 4. **PUBLIC REALM ACCESS**

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

4.1.1 Permitted Closures;

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

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

4.2 The closures permitted by paragraph 4 are subject to the following conditions:

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

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

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

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

### 5. **GREEN SPACE AND PLAY SPACE CONTRIBUTION**

5.1 The Developer shall pay the Green Space and Play Space Contribution to the LPA in the following instalments:

5.1.1 £20,000 to be paid prior to any Above Grounds Works in Phase 2 of the Development; and

5.1.2 £80,000 to be paid prior to any Above Grounds Works in Phase 4 of the Development.

## SCHEDULE 11

### SUSTAINABLE TRANSPORT

#### 1. DEFINITIONS

In this Schedule 11 the following words and expressions shall have the following meanings:

<b>"Blue Badge Car Parking Space"</b>	means the Interim Blue Badge Car Parking Spaces and On-Site Blue Badge Car Parking Spaces to be provided within the Development in the locations shown on Plan 8 and to be made available by the Developer for use by Occupiers of the Development who are blue badge holders
<b>"Construction Transport Management Group"</b>	means the existing group established under the legacy communities scheme to discuss coordination of operational construction management and logistics interfaces between contractors and development zones and including any successor group established in the event that the group existing on the date of this Agreement ceases to meet or is dissolved
<b>"Construction Transport Management Group Contribution"</b>	means the sum of £20,000 which shall be used by the LPA towards the monitoring of highway safety and construction works in connection with the Development and administration of the Construction Transport Management Group
<b>"Highway Agreement"</b>	means an agreement, or agreements, under section 278 and/or section 38 of the Highways Act 1980
<b>"Highway Works"</b>	means (unless otherwise agreed with the LPA and the Highway Authority) works including: <ul style="list-style-type: none"><li>(a) provision of a cycle lane as part of the East Village Connections Scheme on Penny Brookes Street including moving the kerb line to the north</li><li>(b) works to Celebration Avenue and Montfichet Road</li><li>(c) works to International Way including delivery of bus stop and bus stand infrastructure and any surfacing upgrades and</li><li>(d) funding for an alternative location or re-provision of bus stops/bus stands in the event the on-street <u>bus stops and bus stands</u> on International Way need to be relocated and/or temporarily suspended at any time during any part of the demolition/construction period for the Development in accordance with Condition 8 of the Planning Permission</li></ul> and as shown on Plan 6 attached to the Agreement.
<b>"Interim Blue Badge Car Parking Spaces"</b>	means the four (4) Blue Badge Car Parking Spaces to be provided on International Way as shown on Plan 8 attached to this Agreement and to be made available by the Developer for use by Occupiers of the Development who are blue badge holders
<b>"N18/N19 Development"</b>	means development to land known as Plots N18/N19, Zone 3, Stratford City in accordance with the reserved matters approval granted 26 April 2024 under reference 23/00090/REM

<b>"On-Site Blue Badge Car Parking Spaces"</b>	means the twenty six (26) Blue Badge Car Parking Spaces to be provided in Phase 3 as shown on Plan 8 attached to this Agreement and to be made available by the Developer for use by Occupiers of the Development who are blue badge holders
<b>"Stratford Station Improvements Contribution"</b>	means the sum of £300,000 (Indexed) to be paid by the Developer to the LPA towards improvements works to Stratford Station including wayfinding and other station capacity works
<b>"Wind Mitigation Measures Strategy"</b>	means a strategy setting out the details of the proposed mitigation measures required to offset potential wind microclimate impacts of the Development on the corner of Penny Brooks Street and Celebration Avenue, including: <ul style="list-style-type: none"> <li>(a) installing a 2-metre-high screen on a pole with a length of 2 metres and ground clearance of 3 metres</li> <li>(b) installing a 2-metre-high, 1.5-metre-long solid screen on the western side of the bench</li> <li>(c) extending the length of the current wayfinding sign to 2 metres and</li> <li>(d) any alternative solutions such as incorporating artistic and visually appealing design art which would still mitigate wind</li> </ul>

**2. CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

- 2.1 Prior to Commencement of the Development the Developer shall pay to the LPA the Construction Transport Management Group Contribution and the Developer shall not Commence Development until the Construction Transport Management Group Contribution has been paid.
- 2.2 Prior to Commencement of the Development the Developer covenants that it shall become a member at its own cost of the Construction Transport Management Group.
- 2.3 The Developer covenants that it shall remain a member of the Construction Transport Management Group until Completion of the Development.

**3. HIGHWAY AGREEMENT**

- 3.1 Not to commence the Highway Works until the Developer has agreed the specification of the Highway Works with the Highway Authority in writing.
- 3.2 Prior to the First Occupation, the Developer shall enter into a Highway Agreement for the Highway Works agreed in accordance with paragraph 3.1 above.
- 3.3 No part of the Development shall be First Occupied until the Highway Works have been delivered unless a later date for the completion of the Highway Works is agreed in the Highway Agreement and has been agreed with the LPA in writing.

**4. STRATFORD STATION IMPROVEMENTS CONTRIBUTION**

Prior to Commencement of Development the Developer shall pay to the LPA the Stratford Station Improvements Contribution and the Developer shall not Commence Development until the Stratford Station Improvements Contribution has been paid.

**5. BLUE BADGE CAR PARKING SPACES**

- 5.1 The Developer shall:



5.1.1 prior to First Occupation of Phase 2 provide the Interim Blue Badge Car Parking Spaces including entering into any Highway Agreement with the Highway Authority in respect of the same; and

5.1.2 not permit First Occupation of Phase 2 unless and until the Interim Blue Badge Car Parking Spaces have been provided as approved,

and the Interim Blue Badge Car Parking Space shall thereafter be maintained for Phase 2 until paragraph 5.2.1 and paragraph 5.2.2 have been discharged after which two of the Interim Blue Badge Car Parking Spaces shall be retained in respect of the Commercial Units and two of the Interim Blue Badge Car Parking Spaces shall be repurposed for landscaping and/or Public Realm as required by the Planning Permission.

5.2 The Developer shall:

5.2.1 prior to First Occupation of Phase 7 provide the On Site Blue Badge Car Parking Spaces including entering into any Highway Agreement with the Highway Authority in respect of the same; and

5.2.2 not permit First Occupation of Phase 7 unless and until the On Site Blue Badge Car Parking Spaces have been provided,

and the On Site Blue Badge Car Parking Space shall thereafter be maintained for the lifetime of the Development.

## 6. WIND MITIGATION MEASURES

6.1 Prior to Commencement of Phase 7 the Developer shall submit and obtain the LPA's written approval of the Wind Mitigation Measures Strategy.

6.2 The Developer shall not Commence Development of Phase 7 until it has submitted and obtained the LPA's written approval of the Wind Mitigation Measures Strategy.

6.3 Prior to First Occupation of Phase 7 the Developer shall undertake the works set out in the Wind Mitigation Measures Strategy and in accordance with any Highway Agreement (as necessary) and subject to obtaining the Necessary Consents of the relevant land owner(s).

6.4 The Developer shall not First Occupy Phase 7 until it has undertaken the works set out in the Wind Mitigation Strategy to the satisfaction of the LPA SAVE FOR in the event it is not able to obtain the Necessary Consents of the relevant land owner(s) provided the LPA with satisfactory supporting evidence as to the Reasonable Endeavours used to obtain such Necessary Consents.

6.5 The provisions within paragraphs 6.3-6.4 shall not apply where the N18/N19 Development has completed works to the Superstructure prior to the Commencement of Phase 7 of the Development and the Developer has provided the LPA with written confirmation of this.

## SCHEDULE 12

### HEALTH AND EDUCATION

#### 1. DEFINITIONS

1.1 In this Schedule 12 the following words and expressions shall have the following meanings:

**"Education Contribution "** means the sum of £500,000 (Indexed) to be paid by the Developer to the LPA towards the provision of education facilities within the vicinity of the Development

**"NHS Contribution"** means the sum of £750,000 (Indexed) to be paid by the Developer to the LPA towards the provision of health services provided by the National Health Service ("**NHS**") within the vicinity of the Development, which shall comprise:

- (a) £210,000 relating to the Student Accommodation and
- (b) £540,000 relating to the Residential Units

#### 2. EDUCATION CONTRIBUTION

Prior to any Above Ground Works in Phase 4 of the Development the Developer shall pay to the LPA the Education Contribution and the Developer shall not undertake any Above Ground Works in Phase 4 of the Development until the Education Contribution has been paid.

#### 3. NHS CONTRIBUTION

The Developer shall pay the LPA the NHS Contribution in the following instalments:

- 3.1 £210,000 prior to Commencement of Development; and
- 3.2 £540,000 prior to any Above Ground Works in Phase 4 of the Development.

## SCHEDULE 13

### ENERGY AND SUSTAINABILITY

#### 1. DEFINITIONS

In this Schedule 13 the following words and expressions shall have the following meanings:

**"Carbon Emissions Report"** means a report in respect of the relevant Phase for the Development setting out:

- (a) an assessment of the estimated regulated CO2 emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020) for that Phase
- (b) whether an OnSite reduction of regulated CO2 emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised for that Phase
- (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved for that Phase; and
- (d) if the net zero carbon target is not met On Site for that Phase:
  - (i) the carbon gap for that Phase; and
  - (ii) the calculation of the Carbon Offset Contribution payable based on that carbon gap for that Phase

**"Carbon Offsetting"** means the process of compensating for carbon dioxide emissions arising from the Development, by participating in schemes to make reductions of carbon dioxide

**"Carbon Offset Contribution"** means a financial contribution payable for each Phase to be applied by the LPA in accordance with the Getting to Net Zero SPD (October) and calculated in accordance with such SPD as follows:

- (a)  $(\text{Carbon gap (tonnes of Co}_2) \times \text{price of carbon (£95 Indexed)} \times 30 \text{ years}) - \text{Carbon Offset Contribution}$

At the date of this Agreement this contribution is estimated for the Development as £2,861,353

**"Connection Contract"** means a legally binding contract between the Developer and the operator of the District Energy Network to connect the Development to the District Energy Network on a specified Connection Date on terms acceptable to the Developer at its absolute discretion

**"Connection Date"** means a fixed date by which the Development shall be connected to the District Energy Network

<b>"Defects Liability Period"</b>	means such period of time following Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building
<b>"District Energy Network"</b>	means the Olympic Park district energy network
<b>"Energy Performance Monitoring"</b>	means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators: <ul style="list-style-type: none"> <li>(a) contextual data relating to the Development's reportable units</li> <li>(b) the energy and fuel imports into each reportable unit including data from national energy grids and (if applicable) district heating connections</li> <li>(c) the renewable energy generation within the Development to identify how much energy is being generated On Site and where this is used and</li> <li>(d) building energy storage equipment data</li> </ul>
<b>"Energy Performance Monitoring Period"</b>	means a period of not less than one year commencing on the date of First Occupation and ending no later than five years following First Occupation
<b>"Energy Performance Monitoring Report"</b>	means a report to be submitted on each anniversary of the date of First Occupation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring Period
<b>"Future Proofing"</b>	means future proofing measures within the Development to enable future connection of the Development to the District Energy Network or any Local Solution
<b>"Local Solution"</b>	means a local heat network operating as part of a decentralised energy system supplying market competitive low to zero carbon energy located within the Development or adjacent nearby developments

## 2. DISTRICT ENERGY NETWORK

- 2.1 The Developer covenants to use Reasonable Endeavours from the Commencement Date until the date of Substantial Implementation to secure the connection of the Site to the District Energy Network.
- 2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted to the LPA in writing for its written approval full and complete details of:
- 2.2.1 the steps it has taken to satisfy the obligation in paragraph 2.1; and
  - 2.2.2 confirm in writing to the LPA whether or not it intends to connect the Development to the District Energy Network, and in that regard in the event the Developer confirms that it does not intend to connect the Development to the District Energy Network, it shall provide (for the LPA's written approval) detailed reasons and (to the extent available) satisfactory written evidence demonstrating:

- (a) why it is not technically feasible or Viable to connect the Development to the District Energy Network; and
  - (b) that as an alternative it is able to secure the extension of a Local Solution and including evidence of negotiations with the other landowners (as applicable) where any Local Solution is located.
- 2.3 Where the confirmation given by the Developer under paragraph 2.2.2 confirms that it intends to connect the Development to the District Energy Network the Developer shall connect the Development to the District Energy Network and (unless otherwise agreed in writing by the LPA) the Development shall not be Occupied unless and until it has been connected to the District Energy Network.
- 2.4 Where the confirmation given by the Developer under paragraph 2.2.2 confirms that it is not possible to connect the Development to the District Energy Network but that it will be possible and Viable to connect to a Local Solution then (subject to the written approval of the LPA pursuant to paragraph 2.2.2) then the Development shall not be Occupied unless and until it has been connected to the Local Solution.
- 2.5 Save where the District Energy Network or a Local Solution is extended to the Site:
  - 2.5.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures and the Decarbonisation Measures;
  - 2.5.2 the Developer shall incorporate the approved Future Proofing Measures and the approved Decarbonisation Measures within the Development; and
  - 2.5.3 no part of the Development shall be Occupied unless and until the Developer has submitted and obtained the LPA's approval to a report demonstrating that the approved Future Proofing Measures and the approved Decarbonisation Measures have been incorporated within the relevant part(s) of the Development.
- 3. CARBON OFFSET CONTRIBUTION**
- 3.1 Prior to Completion of each Phase of the Development the Developer shall submit the Carbon Emissions Report for that Phase to the LPA for approval.
- 3.2 Prior to First Occupation of each Phase of the Development the Developer shall pay the Carbon Offset Contribution for that Phase to the LPA.
- 3.3 The Developer shall not Occupy or permit First Occupation of the relevant Phase until the Carbon Emissions Report for that Phase has been approved by the LPA and the Carbon Offset Contribution has been paid to the LPA in full for that Phase.
- 4. ENERGY PERFORMANCE MONITORING**
- 4.1 To monitor the Development's energy performance, the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.
- 4.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than two weeks after each anniversary of first Occupation during the Energy Performance Monitoring Period.
- 5. REDUCTION OF ENERGY DEMAND**
- The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include:
  - 5.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

- 5.2 the promotion of the use of energy efficient appliances; and
- 5.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

6. **BE SEEN ENERGY MONITORING**

The Owner covenants with the LPA as follows:

- 6.1 within eight weeks of the grant of planning permission, the Owner shall submit to the GLA accurate and verified estimates of the 'Be Seen' energy performance indicators, as outlined in the 'Planning stage' section / chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it), for the consented development. This should be submitted to the GLA in accordance with the 'Be Seen' energy monitoring guidance using the 'Be Seen' planning stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-londonplan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidanceceatain>);
- 6.2 prior to each Building being occupied, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the development, as per the methodology outlined in the 'Asbuilt stage' chapter / section of the GLA 'BeSeen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/programmes-strategies/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it);
- 6.3 upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/whatwe-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seenenergy-monitoring-guidance>). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years. Timings may need to be adjusted to account for the large phased developments, particularly for energy centre reporting, as per the relevant section of the 'Be Seen' energy monitoring guidance document; and
- 6.4 in the event that the 'In-use stage' evidence submitted under Clause 6.3 shows that the 'As-built stage' performance estimates derived from Clause 6.2 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan 77 comprising measures identified in Clause 6.3 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

## SCHEDULE 14

### DESIGN

#### 1. DEFINITIONS

1.1 In this Schedule 14 the following words and expressions shall have the following meanings:

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

**"Architect"** means the Development Architect and/or the Landscape Architect (as the context permits) and **"Architects"** shall be construed accordingly

**"Design Application"** means one of the following:

(a) an application to the LPA for the approval of details pursuant to conditions pertaining to design in the Planning Permission

(b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings or

(c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings

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

**"Development Architect"** means Mecanoo Architects in respect of the Buildings within the Development

**"Landscape Architect"** means Mecanoo Architects in respect of the landscape elements of the Development

#### 2. DESIGN TEAM STATEMENT

2.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.

2.2 Without prejudice to paragraph 2.1 of this Schedule 14 the Developer shall also submit a Design Team Statement to the LPA prior to Commencement of the Development and thereafter every six months during the Construction Period until the date of Completion of the Development.

#### 3. DESIGN MONITORING COSTS

3.1 In the event that any Architect ceases to be retained to oversee the delivery of the design quality of the Development (including but not limited to making or overseeing the making of Design Applications and overseeing the construction of the Development) then paragraph 3.2 shall apply.

- 3.2 If this paragraph 3.2 applies, the Developer shall:
- 3.2.1 as soon as reasonably practicable following such cessation of retention of the relevant Architect inform the LPA of the same; and
  - 3.2.2 within 20 Working Days of a demand from the LPA (which demand the LPA shall make as soon as reasonably practicable if this paragraph 3.2 applies) pay to the LPA the relevant Design Monitoring Costs so demanded (to which paragraph 3.3 shall apply).

3.3 It is hereby acknowledged and agreed that:

- 3.3.1 any such Design Monitoring Costs payable pursuant to paragraph 3.2.2 may relate to staff employed directly by the LPA or to third party consultants appointed by it;
- 3.3.2 the LPA may make more than one demand for Design Monitoring Costs pursuant to paragraph 3.2.2; and
- 3.3.3 when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid pursuant to a demand made under paragraph 3.2.2 it shall also provide a detailed breakdown setting out how the amount requested has been calculated and how it is to be spent,

PROVIDED THAT the total amount payable to the LPA in Design Monitoring Costs pursuant to this paragraph 3 shall not exceed:

- (a) Phase 2 - £100,000 (Indexed);
- (b) Phase 4 - £100,000 (Indexed);
- (c) Phase 5 - £100,000 (Indexed);
- (d) Phase 6 - £100,000 (Indexed); and
- (e) Phase 7 - £100,000 (Indexed)

£500,000 (Indexed) in aggregate for the Development.

#### 4. RESTRICTION ON DEVELOPMENT

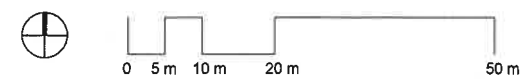
4.1 No Development shall be Commenced until the Developer has either:

- 4.1.1 provided evidence to the LPA's reasonable satisfaction that the Architects are retained to oversee the delivery of Development in accordance with the Approved Drawings; or
- 4.1.2 (if paragraph 3.2 applies prior to Commencement) paid the first instalment of the Design Monitoring Costs to the LPA in accordance with paragraph 3.2.2 of this Schedule 14 above PROVIDED THAT a demand for that sum has been made by the LPA in accordance with paragraph 3.2 prior to Commencement.

4.2 No Development shall be carried out except in accordance with the Approved Drawings unless otherwise agreed in writing by the LPA (and the LPA may require the relevant Architect to approve any subsequent changes in writing before it gives its written approval under this paragraph 4)



**APPENDIX 1**  
**PLANS**



- Legend**
- Site application boundary line
  - Site ownership line

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 info@mecanoo.nl  
 www.mecanoo.nl

**HADLEY PROPERTY GROUP**  
 Client name:  
 Hadley Property Group

Project name:  
 International Quarter London North - Stratford

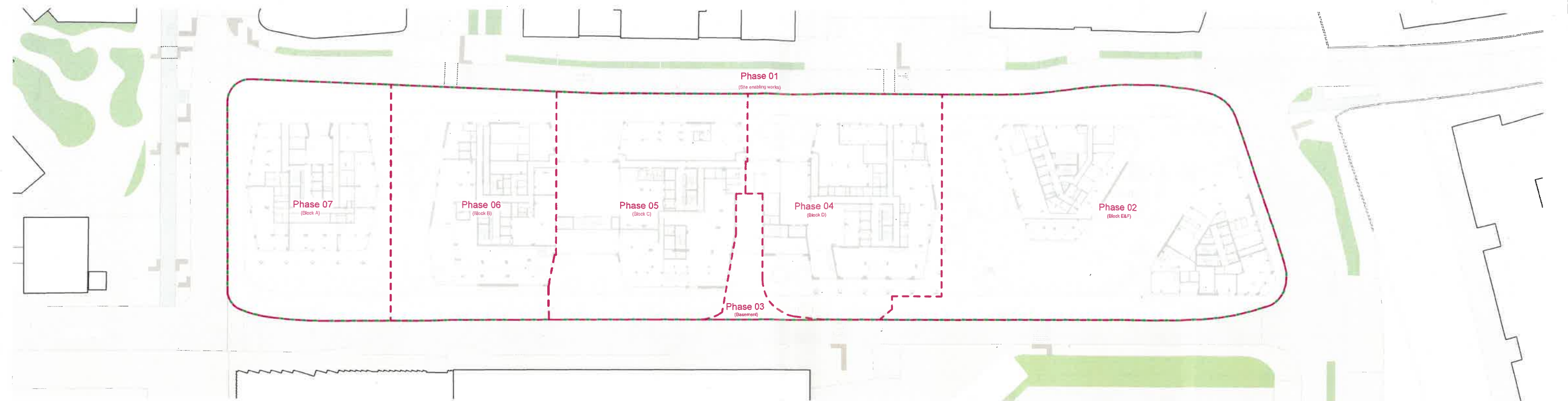
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Date: 26.08.2024	Status: RS2	Revisie: 26.08.2024 Rev. 2: Planning resubmission
Project phase: RS2	Scale: 1:500	Paper size: A1
		Project number: A908

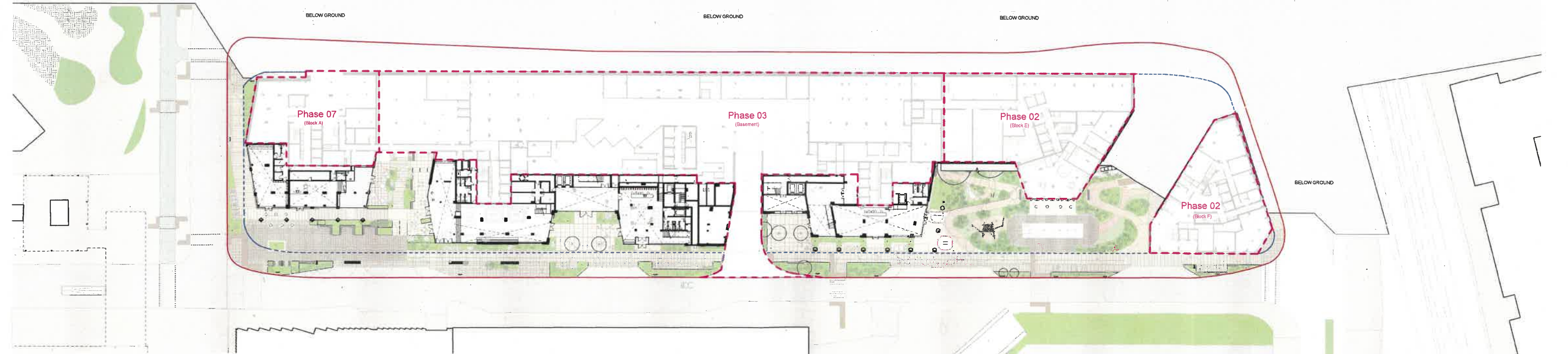
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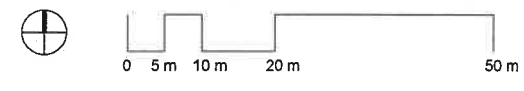
Plan 1  
 Proposed site plan



Site - Phasing



Basement - Phasing



Phasing legend  
 — Phase 01 - Site Enabling works  
 — Phase 02 - 07

*JM*  
*WKL*

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**HADLEY PROPERTY GROUP** Client name: Hadley Property Group

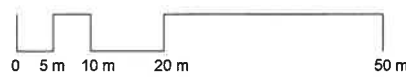
Project name: International Quarter London North - Stratford

Sheet name: Phasing

Date: 05.11.2024	Status: RS2	Revisions:
Project phase: RS2	Scale: 1:500	Paper size: A1
		Project number: A908

Sheet number: IQLN-MEC-XX-XX-DR-AR-172





- Public Accessible Open Space legend**
- Site application boundary line
  - - - Site ownership line
  - Publicly accessible open space
  - - - Division line of blocks

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Client name:  
Hadley Property Group

**HADLEY PROPERTY GROUP**

Project name:  
International Quarter London North - Stratford

Sheet name:  
Site Plan - Public Accessible Open Space

Date: 26.08.2024	Status: RS2	Revisions: 26.08.2024 Rev. 2: Planning resubmission
Project phase: RS2	Scale: 1:500	Paper size: A1
		Project number: A908

Sheet number:  
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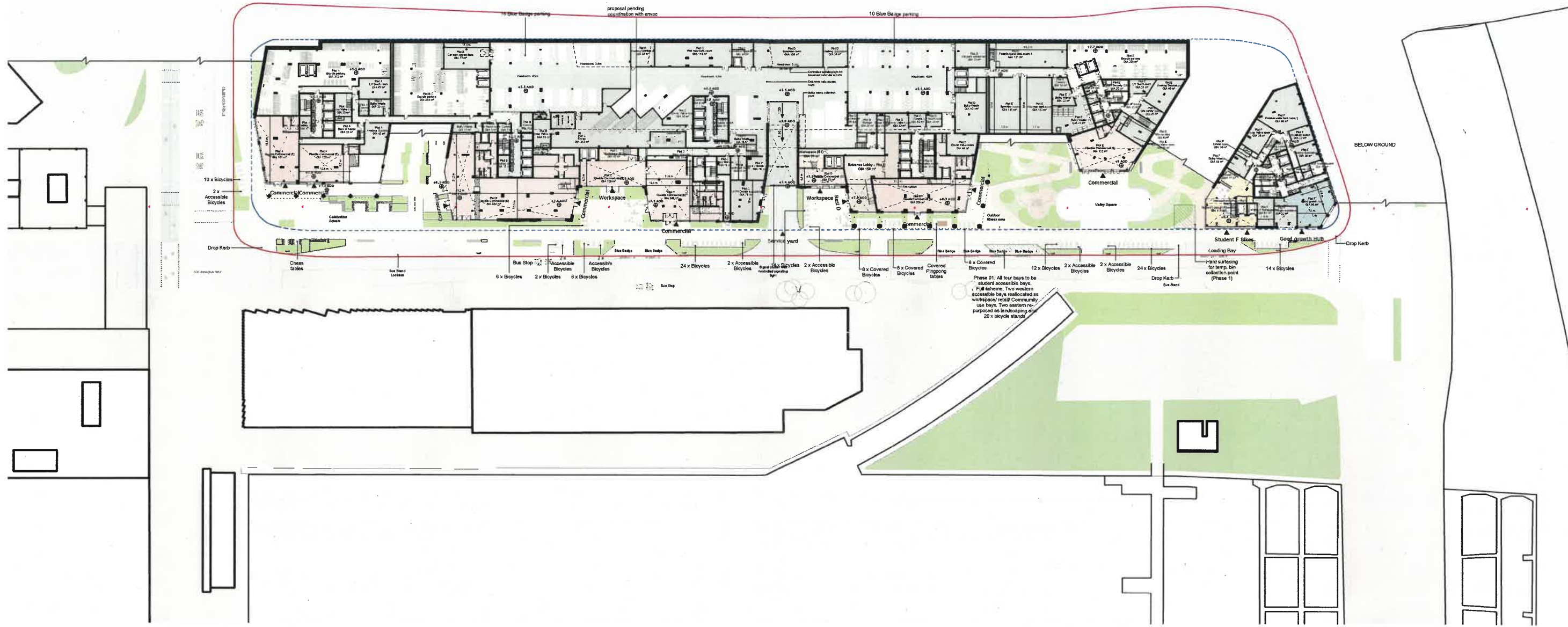
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BELOW GROUND

BELOW GROUND

BELOW GROUND

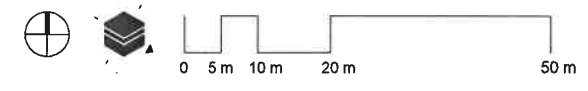
BELOW GROUND



Phase 01: All four bays to be student accessible bays.  
 Full scheme: Two western accessible bays reallocated as workshop retail Community use bays. Two eastern re-purposed as landscaping and 20 x bicycle stands.

Plan 4 (Sheet 1 of 3)

GA - Lower ground floor



Overview of uses

Workspace	Open Market Sale	Blue badge parking	Student housing
Flexible Commercial Space	Open Market Rent + Discounted Market Rent	Bicycle parking	Ownership boundary
Shared amenities	Social Rent	Back of house	Application boundary
Good Growth Hub	Intermediate (Shared Ownership + London Living Rent)	Mobility	Double Height Space

*3M*  
*MBL*

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Client name: Hadley Property Group

Project name: International Quarter London North - Stratford

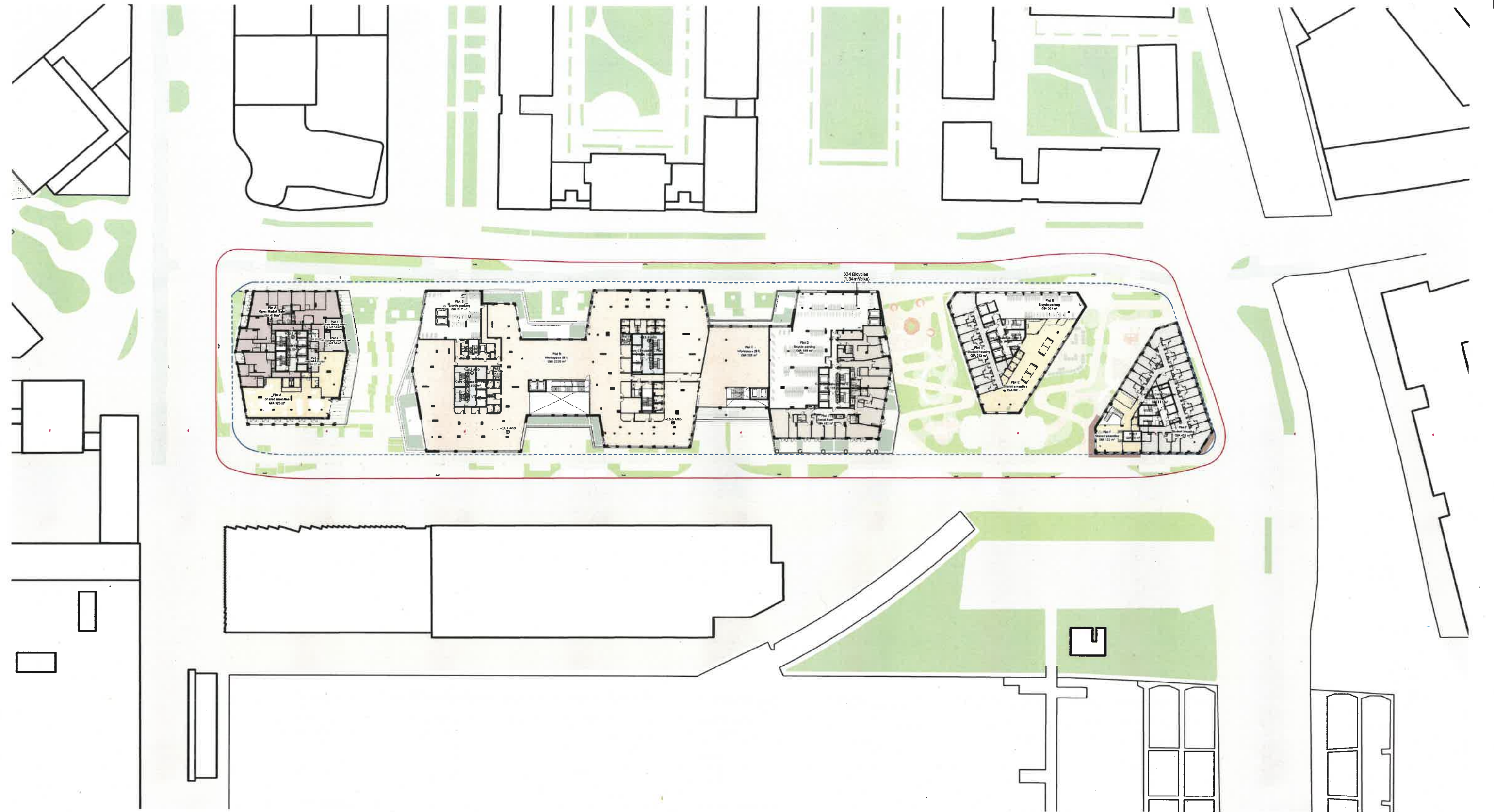
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Date: 26.08.2024 Status: RS2 Revisions: 26.08.2024 Rev. 2: Planning resubmission

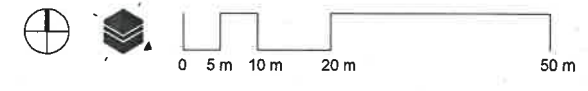
Project phase: RS2 Scale: 1:500 Paper size: A1 Project number: A908

Sheet number: IQLN-MEC-XX-00-DR-AR-100-LG





Plan 4 (Sheet 2 of 3)  
GA - 01 First floor



**Overview of uses**

Workspace	Open Market Sale	Blue badge parking	Student housing
Flexible Commercial Space	Open Market Rent + Discounted Market Rent	Bicycle parking	Ownership boundary
Shared amenities	Social Rent	Back of house	Application boundary
Good Growth Hub	Intermediate (Shared Ownership + London Living Rent)	Double Height Space	
		Mobility	

*Handwritten initials: JH, MK*

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Client name: **HADLEY PROPERTY GROUP** Hadley Property Group

Project name: **International Quarter London North - Stratford**

Sheet name: **GA - First Floor**

Date: 26.08.2024	Status: RS2	Revisions: 26.08.2024	Rev. 2: Planning resubmission
Project phase: RS2	Scale: 1:500	Paper size: A1	Project number: A908

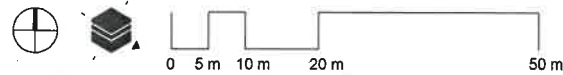
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Plan 4 (Sheet 3 of 3)

GA - 02 Second floor



Overview of uses

Workspace	Open Market Sale	Blue badge parking	Student housing
Flexible Commercial Space	Open Market Rent + Discounted Market Rent	Bicycle parking	Ownership boundary
Shared amenities	Social Rent	Back of house	Application boundary
Good Growth Hub	Intermediate (Shared Ownership + London Living Rent)	Mobility	Double Height Space

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Client name:  
Hadley Property Group

**HADLEY PROPERTY GROUP**

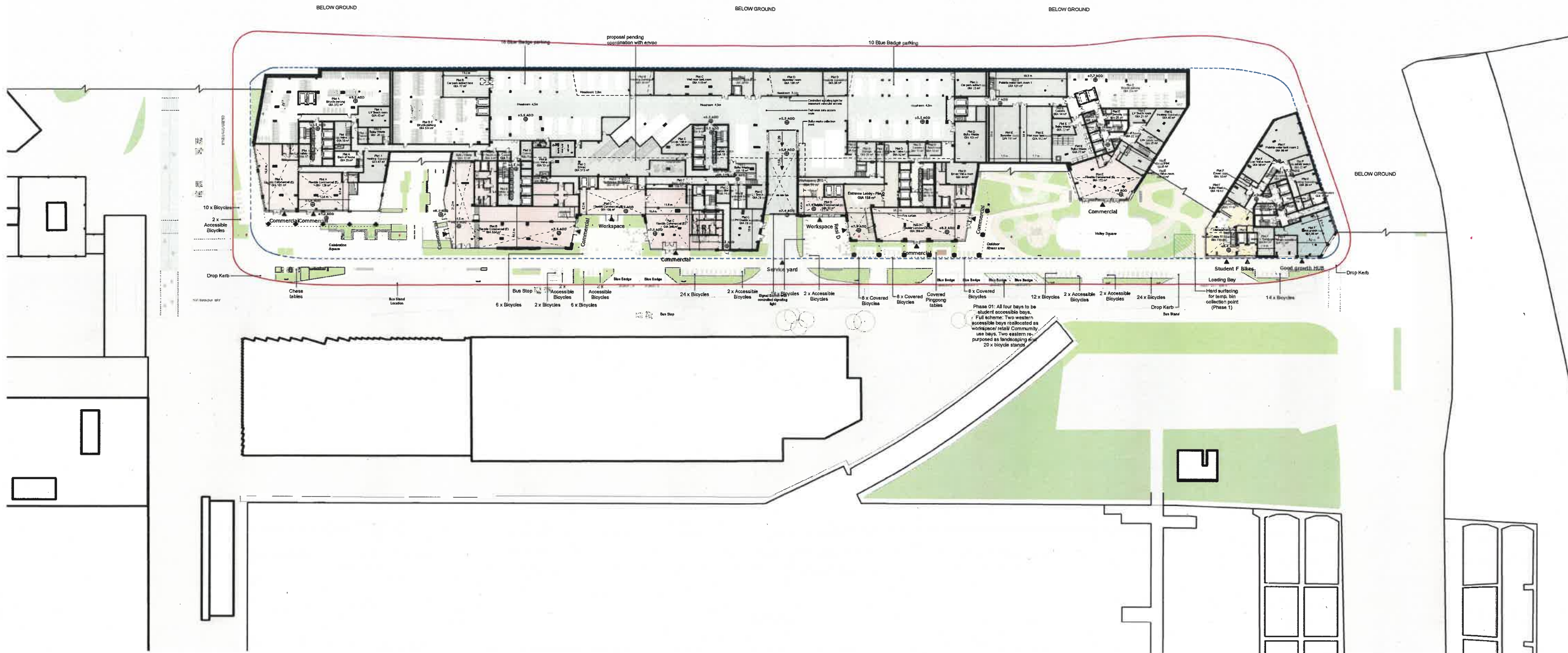
Project name:  
International Quarter London North - Stratford

Sheet name:  
GA - Second Floor

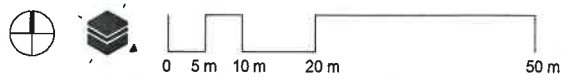
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Project phase: RS2	Scale: 1:500	Paper size: A1
		Project number: A908

Sheet number:  
IQLN-MEC-XX-02-DR-AR-102

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3/4  
miller



Plan 5 (Sheet 1 of 2)  
GA - Lower ground floor



**Overview of uses**

Workspace	Open Market Sale	Blue badge parking	Student housing
Flexible Commercial Space	Open Market Rent + Discounted Market Rent	Bicycle parking	Ownership boundary
Shared amenities	Social Rent	Back of house	Application boundary
Good Growth Hub	Intermediate (Shared Ownership + London Living Rent)	Mobility	Double Height Space

*Handwritten initials:* BM, msc

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**HADLEY PROPERTY GROUP** Client name: Hadley Property Group

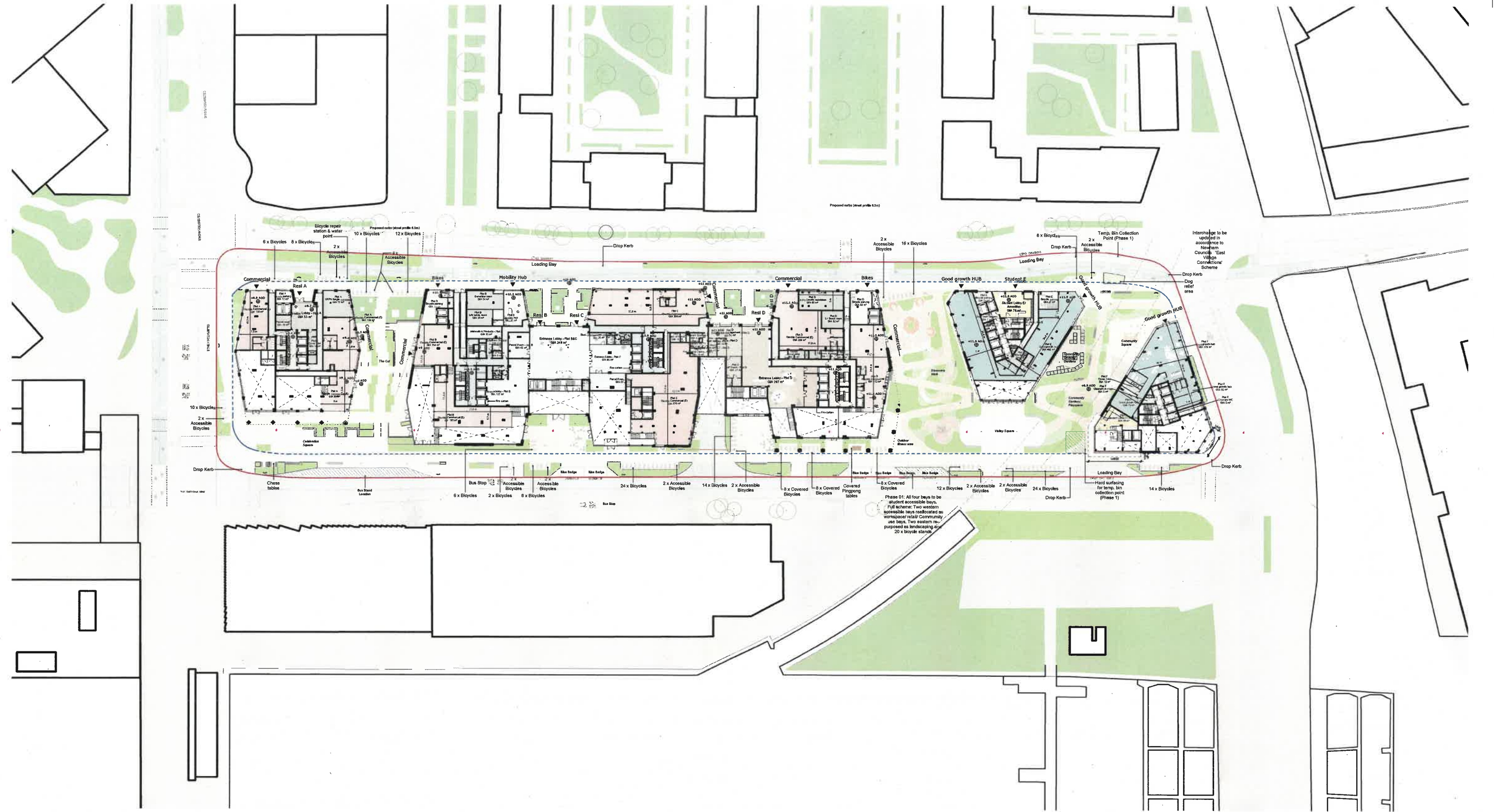
Project name: International Quarter London North - Stratford

Sheet name: GA - Lower Ground Floor

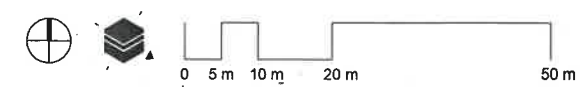
Date: 26.08.2024	Status: RS2	Revisions: 26.08.2024 Rev. 2: Planning resubmission
Project phase: RS2	Scale: 1:500	Paper size: A1
		Project number: A908

Sheet number: IQLN-MEC-XX-00-DR-AR-100-LG





Plan 5 (Sheet 2 of 2)  
GA - Upper ground floor



**Overview of uses**

Workspace	Open Market Sale	Blue badge parking	Student housing
Flexible Commercial Space	Open Market Rent + Discounted Market Rent	Bicycle parking	Ownership boundary
Shared amenities	Social Rent	Back of house	Application boundary
Good Growth Hub	Intermediate (Shared Ownership + London Living Rent)	Mobility	Double Height Space

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Client name: **HADLEY PROPERTY GROUP**  
Hadley Property Group

Project name: **International Quarter London North - Stratford**

Sheet name: **GA - Upper Ground Floor**

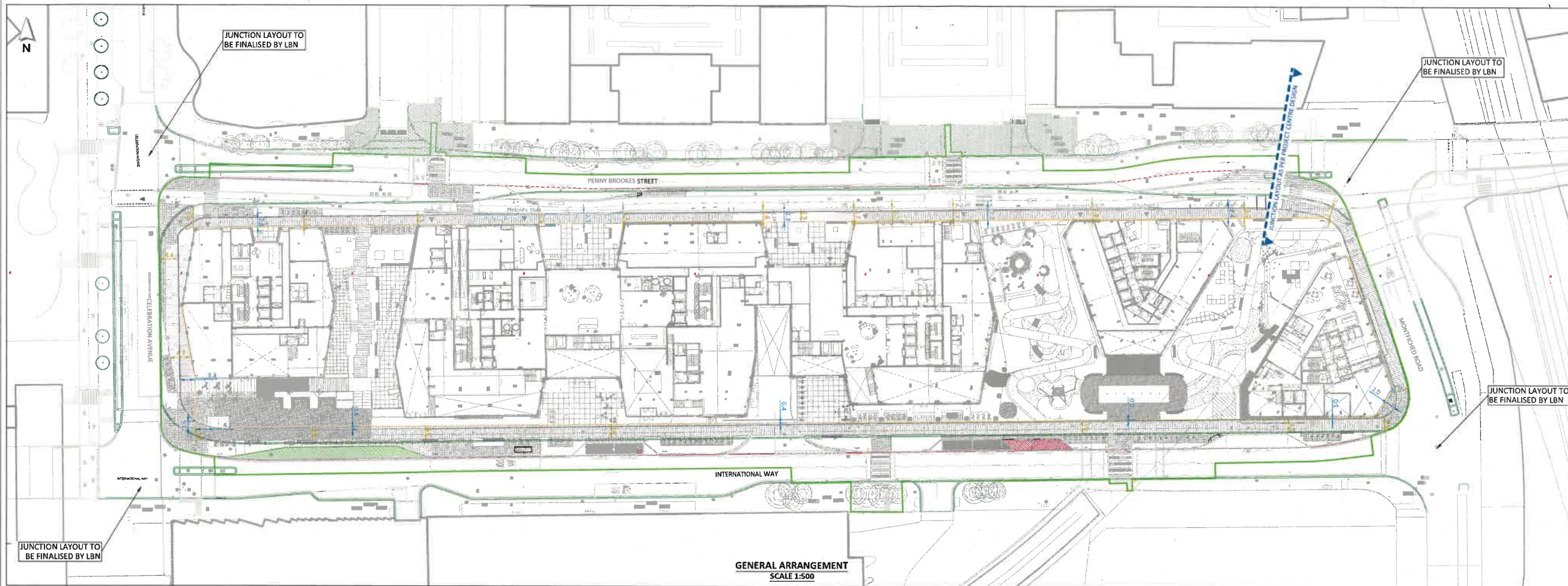
Date: **26.08.2024** Status: **RS2** Revisions: **26.08.2024 Rev. 2: Planning resubmission**

Project phase: **RS2** Scale: **1:500** Paper size: **A1** Project number: **A908**

Sheet number: **IQLN-MEC-XX-00-DR-AR-100-UG**

*8/11*  
*Wille*





- NOTES:**
- THIS DRAWING IS BASED ON
    - DRAWING "IQLN-MEC-XX-00-DR-AR-100-UG - GA - UPPER GROUND FLOOR.DWG" PROVIDED BY MECANOO ON 13/09/2024.
    - "1000008399-3-0100A.DWG" PROVIDED BY LONDON BOROUGH OF NEWHAM ON 21/06/2023.
    - PROJECT CENTRE'S DRAWING NO. 100008697 STEER-00 REV 1, DATED SEP 2022.
  - DIMENSIONS IN METRES UNLESS OTHERWISE SPECIFIED.
  - DO NOT SCALE FROM THIS DRAWING.

- KEY:**
- EXISTING OWNERSHIP BOUNDARY
  - PLANNING APPLICATION BOUNDARY
  - EXISTING KERBS
  - PROPOSED OWNERSHIP BOUNDARY
  - AREA TO BE ADOPTED BY LBN (773 SQM)
  - HIGHWAY LAND TO BE STOPPED UP (3 SQM)
  - S278 EXTENT BOUNDARY
  - PROPOSED BUS STAND
  - TEMPORARY BAYS FOR PHASE 1
  - DISTANCE BETWEEN EXISTING AND PROPOSED OWNERSHIP BOUNDARY
  - PROPOSED FOOTWAY WIDTH
  - PROPOSED TREE

JUNCTION LAYOUT TO BE FINALISED BY LBN

JUNCTION LAYOUT TO BE FINALISED BY LBN

JUNCTION LAYOUT TO BE FINALISED BY LBN

JUNCTION LAYOUT TO BE FINALISED BY LBN

GENERAL ARRANGEMENT  
SCALE 1:500

PO	13SEP24	ORIGINAL ISSUE	ANI	RKO	MHU
REV	DATE	DESCRIPTION	DES	CHK	APP



www.steergroup.com

Client: HADLEY PROPERTY GROUP

Project Title: IQL NORTH

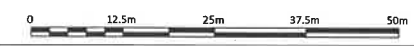
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Status: FIT FOR INFORMATION

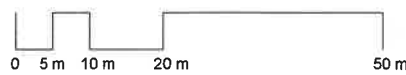
Size:	Scale:	Suitability:	Rev.:
A1	As Shown	S2	PO

Drawing No. 24254901-STR-HGN-100-DR-D-03301

*JM  
MKE*



DATE: 13/09/2024 CAD REFERENCE: P:\Projects\IQL\IQLN\100-UG-GA-UPPER-GROUND-FLOOR.DWG\100-UG-GA-UPPER-GROUND-FLOOR.DWG



**Public Accessible Open Space legend**

- Site application boundary line
- Site ownership line
- Publicly accessible open space

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Delft, The Netherlands  
info@mecanoo.nl  
www.mecanoo.nl

Client name:  
Hadley Property Group

**HADLEY PROPERTY GROUP**

Project name:  
International Quarter London North - Stratford

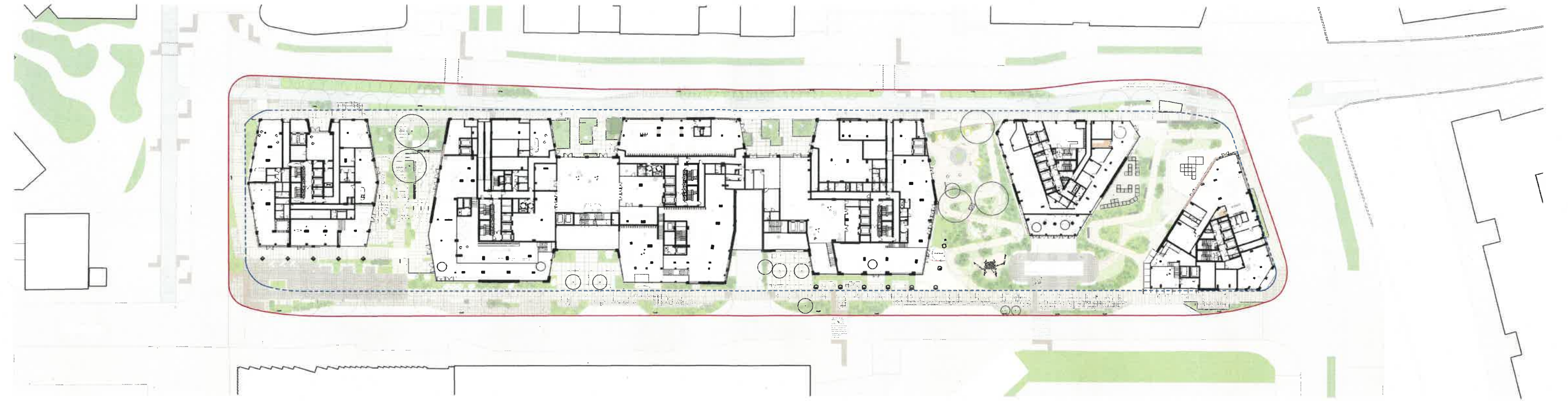
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Date: 26.08.2024	Status: RS2	Revisions: 26.08.2024 Rev. 2: Planning resubmission
Project phase: RS2	Scale: 1:500	Paper size: A1
		Project number: A908

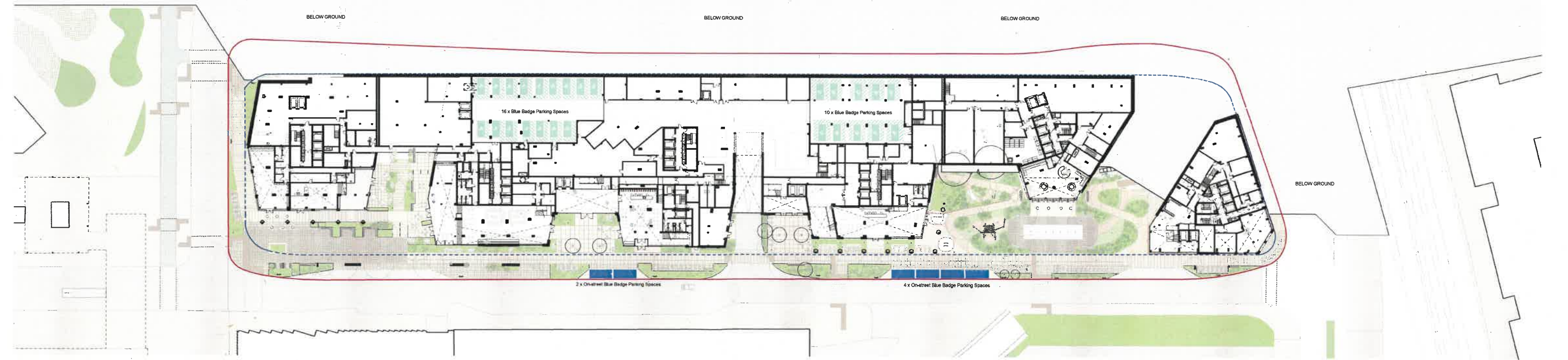
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*3H  
mcc*

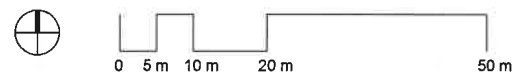




Site - Blue Badge Spaces Plan



Basement - Blue Badge Spaces Plan



**Blue Badge Parking Space Legend**  
 ■ Basement Blue Badge Parking Space x26  
 ■ On-street Blue Badge Parking Space x6

*Joy  
MCC*

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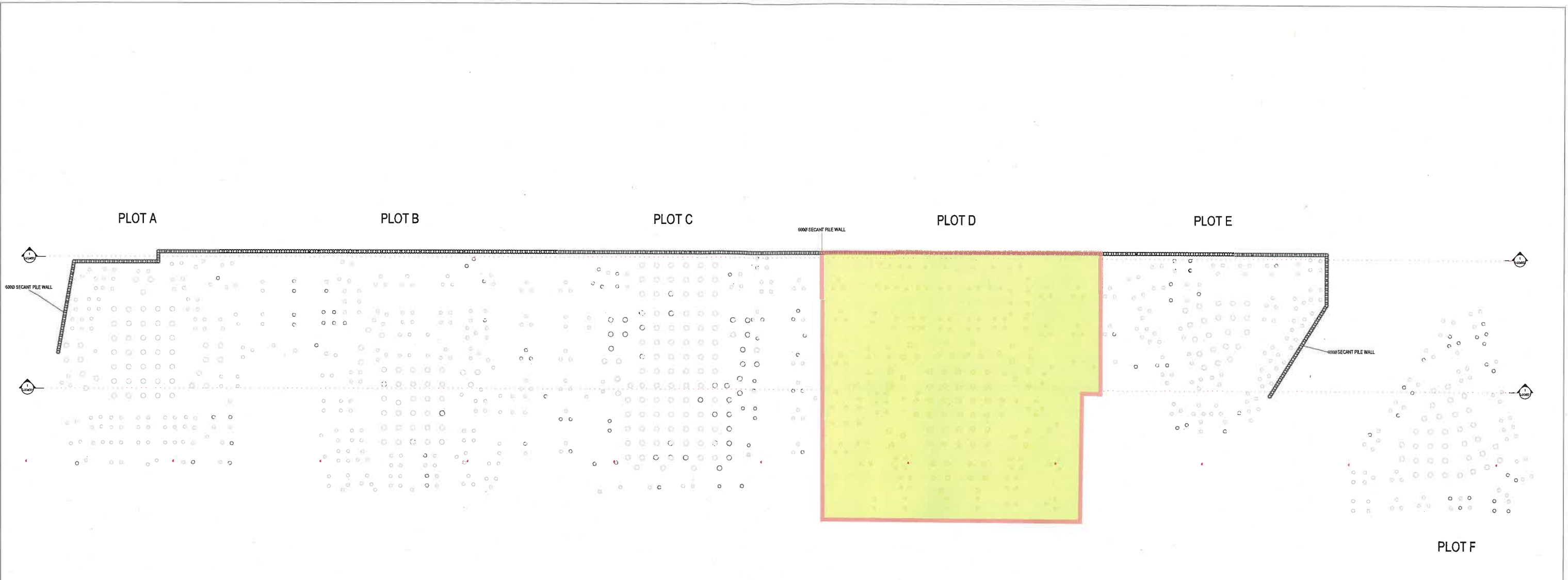
**HADLEY PROPERTY GROUP** Client name: Hadley Property Group

Project name: International Quarter London North - Stratford

Sheet name: Blue Badge Spaces Plan

Date:	Status:	Revisions:	
14.11.2024	RS2		
Project phase:	Scale:	Paper size:	Project number:
RS2	1:500	A1	A908

Sheet number: IQLN-MEC-XX-XX-DR-LA-1151



1 | PILING LEVEL - GA  
REF. SCALE 1:250

*BAH*  
*WKL*

Plan 9

**Notes**  
 ALL INFORMATION IS BASED ON INTERIM CONCEPT DESIGN STAGE INFORMATION AND IS SUBJECT TO CHANGE THROUGH DESIGN DEVELOPMENT.  
 SAFETY HEALTH AND ENVIRONMENTAL INFORMATION  
 IN ACCORDANCE WITH THE REQUIREMENTS OF THE ENVIRONMENTAL ACT, THE FOLLOWING INFORMATION IS PROVIDED:  
 REFER TO THE APPROPRIATE DOCUMENTS FOR SAFETY, HEALTH AND ENVIRONMENTAL NOTES.  
 REFER TO THE APPROPRIATE DOCUMENTS FOR SAFETY, HEALTH AND ENVIRONMENTAL NOTES.  
 REFER TO THE APPROPRIATE DOCUMENTS FOR SAFETY, HEALTH AND ENVIRONMENTAL NOTES.

**Notes**  
 ALL INFORMATION IS BASED ON INTERIM CONCEPT DESIGN STAGE INFORMATION AND IS SUBJECT TO CHANGE THROUGH DESIGN DEVELOPMENT.

**STAGE 2 DRAFT**  
 DRAFT

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 The Floor People,  
 21 Cooks Street,  
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 AU

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 Fax: +61 (0)3 9339 4140  
 Email: info@burohappold.com.au  
 Web: www.burohappold.com

Client: Hickey Property Group  
 Project: KQL North  
 Building ALL  
 GA Plan  
 Pile Layout Level

Job No: 0052286  
 Scale: 1:250  
 Drawn By: SD  
 Checked By: SDH  
 Approved By: JR  
 Drawing No: KQLN-BHE-Z-PL-DR-S-000701

**APPENDIX 2**  
**DRAFT PLANNING PERMISSION**



## FULL PLANNING PERMISSION APPROVAL

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

---

Please see notes at the end of this notice

Applicant

Agent

Hadley Stratford Developments Ltd c/o Agent

Mr Jeremy Castle,  
Deloitte LLP  
1 New Street Square  
London  
EC4A 3HQ

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### Part I - Particulars of Application

Date of Application: 22-Jan-2024

Application No: 23/00441/FUL

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Proposal: **Full Planning Application for the construction of 6 buildings ranging from 20 to 32 storeys (including basement) in height (up to 115.6m AOD) providing 672 residential (Use Class C3), 29, 285sqm GIA of purpose-built student accommodation (Sui Generis) (909 student bedspaces), 808sqm community floorspace (Use Class F2), 8, 186sqm flexible commercial business and services (Use Class E), drinking establishments (Sui Generis), servicing, landscaping, parking and other associated works.**

Location: **International Quarter London (IQL) North, Bounded by Penny Brookes Street to the north, Celebration Avenue to the west, , International Way to the south and Montfichet Road to the east, Stratford, London**

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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 **PLANNING PERMISSION HAS BEEN APPROVED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

#### DEFINITIONS



Within the following conditions and informatives, the following words and expressions have the following meaning:

**"Commencement"** means the carrying out of a material operation as defined by section 56(4) of the Town and Country Planning Act (1990) other than "Enabling Works"

**"Enabling Works"** demolition, site clearance, decommissioning, laying and diversion of other services and service media (but not extending to the laying of foundations for the Development), construction of temporary access and/or highway works to enable the carrying out of the development, archaeological investigations and digs, exploratory boreholes, ecological surveys, investigations or assessments, remediation works, site preparation, construction of boundary fencing or hoardings for the purposes of site security including construction of boundary fencing, erection of temporary facilities for security personnel; site and construction staff, and the erection of security cameras.

**CONDITIONS:**

**1. Time Limit**

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 thereafter in accordance with the following drawings and documents:

Drawing List	Title	Rev	Date
IQLN-MEC-XX-0-DR-AR-100-LG	GA - Lower Ground Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-0-DR-AR-100-UG	GA - Upper Ground Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-01-DR-AR-101	GA - First Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-02-DR-AR-102	GA - Second Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-03-DR-AR-103	GA - Third Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-04-DR-AR-104	GA - Fourth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-05-DR-AR-105	GA - Fifth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-06-DR-AR-106	GA - Sixth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-07-DR-AR-107	GA - Seventh Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-08-DR-AR-108	GA - Eighth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-09-DR-AR-109	GA - Nineth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-10-DR-AR-110	GA - Tenth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-11-DR-AR-111	GA - Eleventh Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-12-DR-AR-112	GA - Twelfth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-13-DR-AR-113	GA - Thirteenth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-14-DR-AR-114	GA - Fourteenth Floor	Rev. 2	26.08.2024



IQLN-MEC-XX-15-DR-AR-115	GA - Fifteenth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-16-DR-AR-116	GA - Sixteenth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-17-DR-AR-117	GA - Seventeenth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-18-DR-AR-118	GA - Eighteenth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-19-DR-AR-119	GA - Nineteenth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-20-DR-AR-120	GA - Twentieth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-21-DR-AR-121	GA - Twenty-first Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-22-DR-AR-122	GA - Twenty-second Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-23-DR-AR-123	GA - Twenty-third Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-24-DR-AR-124	GA - Twenty-fourth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-25-DR-AR-125	GA - Twenty-fifth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-26-DR-AR-126	GA - Twenty-sixth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-27-DR-AR-127	GA - Twenty-seventh Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-28-DR-AR-128	GA - Twenty-eighth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-29-DR-AR-129	GA - Twenty-ninth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-30-DR-AR-130	GA - Thirtieth Floor	Rev. 2	26.08.2024
IQLN-MEC-XX-31-DR-AR-131	GA - Roof Plan	Rev. 2	26.08.2024
IQLN-MEC-XX-RP-DR-AR-132	GA - Top Roof Plan	Rev. 2	26.08.2024
IQLN-MEC-A-RP-DR-AR-141	Roof Plan - Block A	Rev. 2	26.08.2024
IQLN-MEC-B-RP-DR-AR-142	Roof Plan - Block B	Rev. 2	26.08.2024
IQLN-MEC-C-RP-DR-AR-143	Roof Plan - Block C	Rev. 2	26.08.2024
IQLN-MEC-D-RP-DR-AR-144	Roof Plan - Block D	Rev. 2	26.08.2024
IQLN-MEC-E-RP-DR-AR-145	Roof Plan - Block E	Rev. 2	26.08.2024
IQLN-MEC-F-RP-DR-AR-146	Roof Plan - Block F	Rev. 2	26.08.2024
IQLN-MEC-A-0-DR-AR-100-LG	Plot A - Lower Ground Floor	Rev. 2	26.08.2024
IQLN-MEC-A-0-DR-AR-100-UGF	Plot A - Upper Ground Floor	Rev. 2	26.08.2024
IQLN-MEC-A-1-DR-AR-101	Plot A - First Floor	Rev. 2	26.08.2024
IQLN-MEC-A-2-DR-AR-102	Plot A - Second Floor	Rev. 2	26.08.2024
IQLN-MEC-A-3-DR-AR-103	Plot A - Third Floor	Rev. 2	26.08.2024
IQLN-MEC-A-4-DR-AR-104	Plot A - Fourth Floor	Rev. 2	26.08.2024
IQLN-MEC-A-5-DR-AR-105	Plot A - Fifth Floor	Rev. 2	26.08.2024

IQLN-MEC-A-6-DR-AR-106	Plot A - Sixth to Seventh Floor	Rev. 2	26.08.2024
IQLN-MEC-A-8-DR-AR-108	Plot A - Eighth Floor	Rev. 2	26.08.2024
IQLN-MEC-A-9-DR-AR-109	Plot A - Ninth to Tenth Floor	Rev. 2	26.08.2024
IQLN-MEC-A-11-DR-AR-111	Plot A - Eleventh Floor	Rev. 2	26.08.2024
IQLN-MEC-A-12-DR-AR-112	Plot A - Twelfth to Fifteenth Floor	Rev. 2	26.08.2024
IQLN-MEC-A-16-DR-AR-116	Plot A - Sixteenth to Twenty fourth Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-0-DR-AR-100-LG	Plot BC - Lower Ground Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-0-DR-AR-100-UGF	Plot BC - Upper Ground Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-3-DR-AR-103	Plot BC - Third Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-4-DR-AR-104	Plot BC - Fourth Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-5-DR-AR-105	Plot BC - Fifth Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-6-DR-AR-106	Plot BC - Sixth Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-7-DR-AR-107	Plot BC - Seventh Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-7-DR-AR-108	Plot BC - Eighth Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-9-DR-AR-109	Plot BC - Ninth Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-10-DR-AR-110	Plot BC - Tenth to Eleventh Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-12-DR-AR-112	Plot BC - Twelfth Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-13-DR-AR-113	Plot BC - Thirteenth to Twentieth Floor	Rev. 2	26.08.2024
IQLN-MEC-BC-4-DR-AR-121	Plot BC - Twenty-first to Thirtieth Floor	Rev. 2	26.08.2024
IQLN-MEC-D-0-DR-AR-100-LG	Plot D - Lower Ground Floor	Rev. 2	26.08.2024
IQLN-MEC-D-0-DR-AR-100-UG	Plot D - Upper Ground Floor	Rev. 2	26.08.2024
IQLN-MEC-D-1-DR-AR-101	Plot D - First Floor	Rev. 2	26.08.2024
IQLN-MEC-D-2-DR-AR-102	Plot D - Second Floor	Rev. 2	26.08.2024
IQLN-MEC-D-3-DR-AR-103	Plot D - Third Floor	Rev. 2	26.08.2024
IQLN-MEC-D-4-DR-AR-104	Plot D - Fourth Floor	Rev. 2	26.08.2024
IQLN-MEC-D-5-DR-AR-105	Plot D - Fifth Floor	Rev. 2	26.08.2024
IQLN-MEC-D-6-DR-AR-106	Plot D - Sixth to Eighth Floor	Rev. 2	26.08.2024
IQLN-MEC-D-9-DR-AR-109	Plot D - Ninth Floor	Rev. 2	26.08.2024
IQLN-MEC-D-10-DR-AR-110	Plot D - Tenth to Thirteenth Floor	Rev. 2	26.08.2024
IQLN-MEC-D-14-DR-AR-114	Plot D - Fourteenth to Twenty-second Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-0-DR-AR-100-LG	Plot EF - Lower Ground Floor	Rev. 2	26.08.2024

IQLN-MEC-EF-0-DR-AR-100-UG	Plot EF - Upper Ground Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-1-DR-AR-101	Plot EF - First Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-2-DR-AR-102	Plot EF - Second Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-3-DR-AR-103	Plot EF - Third Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-4-DR-AR-104	Plot EF - Fourth Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-5-DR-AR-105	Plot EF - Fifth Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-6-DR-AR-106	Plot EF - Sixth Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-7-DR-AR-107	Plot EF - Seventh Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-8-DR-AR-108	Plot EF - Eighth Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-9-DR-AR-109	Plot EF - Ninth Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-10-DR-AR-110	Plot EF - Tenth Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-11-DR-AR-111	Plot EF - Eleventh Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-12-DR-AR-112	Plot EF - Twelfth to Fourteenth	Rev. 2	26.08.2024
IQLN-MEC-EF-15-DR-AR-115	Plot EF - Fifteenth to Eighteenth Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-19-DR-AR-119	Plot EF - Nineteenth Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-20-DR-AR-120	Plot EF - Twentieth Floor	Rev. 2	26.08.2024
IQLN-MEC-EF-21-DR-AR-121	Plot EF - Twenty-first to Twenty-sixth Floor	Rev. 2	26.08.2024
IQLN-MEC-A-XX-DR-AR-152	Typical Layouts A	Rev. 2	26.08.2024
IQLN-MEC-BC-XX-DR-AR-154	Typical Layouts BC	Rev. 2	26.08.2024
IQLN-MEC-D-XX-DR-AR-156	Typical Layouts D	Rev. 2	26.08.2024
IQLN-MEC-EF-XX-DR-AR-158	Typical Layouts EF	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-170	Phasing – Block E & F	Rev. 2	26.08.2024
IQLN-MEC-A-XX-DR-AR-200	Fragment - Plot A - Lobby	Rev. 2	26.08.2024
IQLN-MEC-A-XX-DR-AR-201	Fragment - Plot A - Centre - South	Rev. 2	26.08.2024
IQLN-MEC-B-XX-DR-AR-210	Fragment - Block B - Podium - North	Rev. 2	26.08.2024
IQLN-MEC-B-XX-DR-AR-215	Fragment - Block B - Centre - South	Rev. 2	26.08.2024
IQLN-MEC-C-XX-DR-AR-221	Fragment - Block C - Centre - South	Rev. 2	26.08.2024
IQLN-MEC-D-XX-DR-AR-250	Fragment - Plot D - Resi. Lobby	Rev. 2	26.08.2024
IQLN-MEC-D-XX-DR-AR-254	Fragment - Plot D - Centre - South	Rev. 2	26.08.2024
IQLN-MEC-E-XX-DR-AR-241	Fragment - Plot E - Commer.	Rev. 2	26.08.2024
IQLN-MEC-E-XX-DR-AR-242	Fragment - Plot E - Centre - South-West	Rev. 2	26.08.2024

IQLN-MEC-F-XX-DR-AR-250	Fragment - Plot F - Lobby	Rev. 2	26.08.2024
IQLN-MEC-F-XX-DR-AR-253	Fragment - Plot F - Centre - South	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-400	Elevation North - Overall	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-401	Elevation South - Overall	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-402	Elevation West & East - Overall	Rev. 2	26.08.2024
IQLN-MEC-A-XX-DR-AR-412	Elevation South - Plot A	Rev. 2	26.08.2024
IQLN-MEC-A-XX-DR-AR-413	Elevation West - Plot A	Rev. 2	26.08.2024
IQLN-MEC-A-XX-DR-AR-414	Elevation East - Plot A	Rev. 2	26.08.2024
IQLN-MEC-A-XX-DR-AR-415	Elevation North - Plot A	Rev. 2	26.08.2024
IQLN-MEC-B-XX-DR-AR-416	Elevation South - Plot B	Rev. 2	26.08.2024
IQLN-MEC-B-XX-DR-AR-417	Elevation West - Plot B	Rev. 2	26.08.2024
IQLN-MEC-B-XX-DR-AR-418	Elevation East - Plot B	Rev. 2	26.08.2024
IQLN-MEC-B-XX-DR-AR-419	Elevation North - Plot B	Rev. 2	26.08.2024
IQLN-MEC-C-XX-DR-AR-420	Elevation South - Plot C	Rev. 2	26.08.2024
IQLN-MEC-C-XX-DR-AR-421	Elevation West - Plot C	Rev. 2	26.08.2024
IQLN-MEC-C-XX-DR-AR-422	Elevation East - Plot C	Rev. 2	26.08.2024
IQLN-MEC-C-XX-DR-AR-423	Elevation North - Plot C	Rev. 2	26.08.2024
IQLN-MEC-D-XX-DR-AR-424	Elevation South - Plot D	Rev. 2	26.08.2024
IQLN-MEC-D-XX-DR-AR-425	Elevation West - Plot D	Rev. 2	26.08.2024
IQLN-MEC-D-XX-DR-AR-426	Elevation East - Plot D	Rev. 2	26.08.2024
IQLN-MEC-D-XX-DR-AR-427	Elevation North - Plot D	Rev. 2	26.08.2024
IQLN-MEC-E-XX-DR-AR-428	Elevation South - Plot E	Rev. 2	26.08.2024
IQLN-MEC-E-XX-DR-AR-429	Elevation West - Plot E	Rev. 2	26.08.2024
IQLN-MEC-E-XX-DR-AR-430	Elevation East - Plot E	Rev. 2	26.08.2024
IQLN-MEC-E-XX-DR-AR-431	Elevation North - Plot E	Rev. 2	26.08.2024
IQLN-MEC-F-XX-DR-AR-432	Elevation South - Plot F	Rev. 2	26.08.2024
IQLN-MEC-F-XX-DR-AR-433	Elevation West - Plot F	Rev. 2	26.08.2024
IQLN-MEC-F-XX-DR-AR-434	Elevation East - Plot F	Rev. 2	26.08.2024
IQLN-MEC-F-XX-DR-AR-435	Elevation North - Plot F	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-500	Longitudinal section	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-501	Cross section A	Rev. 2	26.08.2024

IQLN-MEC-XX-XX-DR-AR-502	Cross section B	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-503	Cross section C	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-504	Cross section D	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-505	Cross section E	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-AR-506	Cross section F	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-900	Site location plan	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-903	Proposed Site Plan	Rev.2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-906	Proposed Site Topographical Plan - Ground Works	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-908	Proposed Block Plan	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-920	Landscape Strategy Overview (overall landscape GA)	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-921	Landscape GA - Lower ground floor	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-922	Landscape GA - Upper ground floor	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-923	Landscape GA - First floor	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-924	Landscape GA - Second floor	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-925	Landscape GA - Third floor	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-926	Landscape GA - Roof		
IQLN-MEC-XX-XX-DR-LA-930	Landscape Strategy Street Elevations & Sections	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-932	Landscape Strategy Celebration Square Zone	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-933	Landscape Strategy The Cut	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-934	Landscape Strategy Commercial Entrances Zone	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-935	Landscape Strategy Residential Entrances Zone	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-936	Landscape Strategy Valley Square Zone	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-937	Landscape Strategy Discovery Walk Zone	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-938	Landscape Strategy Community Garden Zone	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-940	Soft Landscaping Overview (overview of planting plan)	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-941	Soft Landscaping Planting Zones	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-942	Soft Landscaping Planting - Trees	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-943	Urban Greening Factor	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-950	Hard Landscaping (overview hardscape plan across all levels)	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-951	Hard Landscaping ramps and steps	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-961	Landscape Element Overview	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-970	Landscape typical paving details	Rev. 2	26.08.2024

IQLN-MEC-XX-XX-DR-LA-971	Landscape typical planter details	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-972	Landscape typical terrace edge details	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-980	Playspaces - All ages	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-991	Block EF - External Amenity 02 - 05	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-992	Block EF - External Amenity 06 - 11	Rev. 2	26.08.2024
IQLN-MEC-XX-XX-DR-LA-993	Block EF - External Amenity 02 - 05	Rev. 2	26.08.2024

Document	Prepared by	Reference	Latest	Date
Arboricultural Impact Assessment	Temple		Revised – resubmission (date not changed on	May 2024
Archaeological Desk-based Assessment	Orion Heritage	PN3492/DB AV.5	Original	October 2023
Outline Car Park Management Plan	Steer		Original	November 2023
Circular Economy Statement, including Appendix: Pre-demolition Audit	Buro Happold, TCCL	IQLN-BHE-ZZ-ZZ-RE-Y- 0004 Rev. P07	Amended	14 August 2024
Outline Delivery and Servicing Plan	Steer		Original	November 2023
Design and Access Statement	Mecanoo / Delva / Earncliffe		Original updated by addendum	December 2023
Design and Access Statement Addendum	Mecanoo		Resubmission addendum updated	26 August 2024
Drainage Strategy	Buro Happold	IQLN-BHE-ZZ-ZZ-RE-C- 0002 Rev. P11	Amended	2 August 2024
Equalities Impact Assessment	Hadley Property Group		Original	8 March 2024
Employment and Workspace Strategy	Hadley Property Group		Revised	May 2024
Energy Statement (including Overheating Impact Assessment)	Buro Happold	IQLN-BHE-ZZ-ZZ-RE-Y- 0001 Rev. P08	Revised	26 April 2024
Overheating Assessment for Block D	Buro Happold			21 August 2024
Fire Statement – London Plan	Design Fire Consultants	FS 002.3	Original	12 October 2023
Fire Statement – Town and Country Planning Act	Design Fire Consultants	FS 001.3	Original	12 October 2023
Flood Risk Assessment	Buro Happold	IQLN-BHE-ZZ-ZZ-RE-C- 0001 Rev. P04	Revised (date not changed on document)	May 2024
Outline Construction Environmental Management Plan (CEMP)	TCCL		Original	September 2023

Outline Construction Site Waste Management Plan (SWMP)	TCCL		Original	September 2023
Phase 1 Land Contamination Study	Buro Happold	IQLN-BHE-ZZ-ZZ-RE-C- 0003 Rev. P04	Original	14 August 2023
Planning Statement Addendum	Deloitte		Addendum	May 2024
Statement of Community Involvement	Hadley Strafford Developments Ltd.		Original	October 2023
Statement of Convergence	Deloitte		Original	December 2023
Student Demand and Supply Report	CBRE		Revised	March 2024
Student Housing Management Plan	Hadley		Revised	May 2024
Sustainability Statement	Buro Happold	IQLN-BHE-ZZ-ZZ-RE-Y-0002	Revised	26 April 2024
Transport Assessment	Steer		Original updated by addendum	November 2023
Transport Assessment Addendum	Steer		Addendum	May 2024
Travel Plans: - Commercial - PBSA - Residential	Steer		Revised	May 2024
Utilities Strategy	Buro Happold	IQLN-BHE-ZZ-ZZ-TR-C- 0001 Rev. P08	Revised	13 May 2024
Operational Waste Management Strategy	Steer	24254901	Revised	August 2024
Ventilation Statement	Buro Happold	IQLN-BHE-XX-RP-M-0002	Original	12 February 2024
Whole Life Carbon Assessment	Buro Happold	IQLN-BHE-ZZ-ZZ-RE-Y- 0003 Rev. P10	Revised	28 March 2024

EIA Chapter	Prepared by	Date
Chapter 1. Introduction	TRIUMF	December 2023
Chapter 2. EIA Methodology	Trium	December 2023
Chapter 3. Alternatives and Design Evolution	Trium / Mecanoo	December 2023
Chapter 4. The Proposed Development	Trium / Mecanoo	December 2023

Chapter 5. Enabling Works and Construction	Trium / Tim Cole Consultancy	December 2023
Chapter 6. Socio-Economics	Volterra	December 2023
Chapter 7. Traffic and Transport	Steer	December 2023
Chapter 8. Air Quality	Phlorum	December 2023
Chapter 9. Noise and Vibration	Vanguardia	December 2023
Chapter 10. Climate Change and Greenhouse Gases	Buro Happold	December 2023
Chapter 11. Daylight, Sunlight, Overshadowing and Solar Glare	Development and Light Consultancy	December 2023
Chapter 12. Wind Microclimate	RWDI	December 2023
Chapter 13. Ground Conditions	Buro Happold	December 2023
Chapter 14. Health	Volterra	December 2023
Chapter 15. Effect Interactions	Trium	December 2023
Chapter 16. Likely Significant Effects and Conclusions	Trium	December 2023
Chapter 17. Environmental Management, Mitigation and Monitoring Schedule	Trium	December 2023
ES Volume 2 – Heritage, Townscape and Visual Impact Assessment	The Townscape Consultancy	December 2023
ES Volume 3 – Technical Appendices	Trium with input from technical consultants	December 2023
EIA Methodology Annex 1: Location of Information within the ES; Annex 2: Statement of Competent Experts; Annex 3: EIA Scoping Report; Annex 4: EIA Scoping Opinion; Annex 5: Cumulative Schemes; Annex 6: Glossary.	Trium	December 2023
Traffic and Transport Annex 1: TfL Pre-application Feedback; Annex 2: Air Quality and Noise Highway Flow Assessment Outputs; and Annex 3: Planning Policy and Guidance.	Steer	December 2023
Air Quality Annex 1: Planning Policy Context; Annex 2: Modelling Methodology; Annex 3: Construction Phase Traffic Impacts; Annex 4: Air Quality Neutral Assessments; Annex 5: Construction Dust Mitigation; and Annex 6: Air Quality Positive Statement.	Phlorum	December 2023



<p>Noise and Vibration</p> <p>Annex 1: Glossary of Terms; Annex 2: Baseline Survey Details and Results; Annex 3: Government and Local Policy and Guidance; Annex 4: Construction Plant Assumptions; Annex 5: Traffic Flows and Basic Noise Level Comparison; and Annex 6: Correspondence with the London Borough of Newham (LBN) Noise and Pollution Team and Arup (LLDC Noise Consultant).</p>	Vanguardia	December 2023
<p>Climate Change and Greenhouse Gases Annex 1: Planning Policy Context; Annex 2: Greenhouse Gas Calculations Inputs; and Annex 3: Climate Change Technical Note</p>	Trium / Buro Happold	December 2023
<p>Daylight, Sunlight, Overshadowing and Solar Glare</p> <p>Annex 1: Drawings; Annex 2: Detailed Technical Results; Annex 3: NSL Contour Plots; Annex 4: Window Maps; Annex 5: Sun Hours on Ground; Annex 6: Transient Shadow; Annex 7: Methodologies; Annex 8: Alternative Baselines &amp; Internal Daylight/Sunlight Report; and Annex 9: Policy &amp; Guidance.</p>	Development and Light Consultancy	December 2023
Internal Daylight and Sunlight Addendum	Development and Light Consultancy	May 2024
Internal Daylight Block D Technical Note	Development and Light Consultancy	August 2024
<p>Wind Microclimate</p> <p>Annex 1: Policy and Guidance; and Annex 2: Technical Appendix.</p>	RWDI	December 2023
<p>Ground Conditions</p> <p>Annex 1: Geo-environmental and Geotechnical Desk Study; and Annex 2: Legislative and Policy Context.</p>	Buro Happold	December 2023
<p>Ecology and Biodiversity</p> <p>Annex 1: Preliminary Ecological Appraisal; Annex 2: Biodiversity Net Gain Report; and</p>	Assystem	December 2023

Annex 3: Shadow HRA.		
Archaeology Annex 1: Archaeological Desk-Based Assessment.	MOLA	December 2023
ES Non-Technical Summary	Trium	December 2023
EIA Update letter	Trium	May 2024

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

### 3. Notice of Commencement

Save for Enabling Works, 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. Pre-commencement justification: To enable the LPA to monitor development.

### 4. Environmental Mitigation

The Development (including all matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in International Quarter London North Environmental Statement Volume 1, Chapter 17 Environmental Management, Mitigation and Monitoring Schedule, November 2023, prepared by Trium unless otherwise provided for in any of these conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

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

### 5. Quantum of Development

Use	Approved floorspace (sqm GIA)
Residential (Use Class C3)	66,061 sqm
Student Accommodation (sui generis)	29,285 sqm
Employment/ Commercial (Use Class E)	8,186 sqm
Community (Use Class F2)	808 sqm
Total (inc. back of house)	112,928 sqm

**Reason:** To ensure that the development is carried out in accordance with the approved quantum of development.

### 6. Phasing

No development shall take place until a phasing plan showing how the development will be implemented in a comprehensive manner has to be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved phasing plan.

**Reason:** The phasing plan is required prior to the commencement of development to allow the community infrastructure levy (CIL) to be calculated for each phase. It will also allow the discharge of conditions by phase, as appropriate.

## CONSTRUCTION

### 7. Construction Environmental Management Plan

No development of the relevant phase hereby permitted (including enabling works) hereby permitted shall commence until full details of the proposed construction methodology for the relevant phase, in the form of a Construction Method Statement, have been submitted to and agreed in writing by the local planning authority. The Construction Method Statement shall be prepared in accordance with the approved Outline Construction Environmental Management Plan and include details regarding:

- a) Hours of work and noise and vibration mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) The notification of neighbours with regard to specific works;
- d) Advance notification of road closures;
- e) Details regarding parking, deliveries, and storage (including hours of deliveries);
- f) Details of measures to prevent the deposit of mud and debris on the public highway;
- g) A feasibility survey shall be carried out to consider the potential for moving construction material from the site by waterborne freight.
- h) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- i) Details of collaboration with adjoining development sites to mitigate against detrimental impacts;
- j) Any other measures to mitigate the impact of construction upon the amenity of the area and the function and safety of the highway network.
- n. Details of routes and access for construction traffic, including lorry holding areas;
- k) Full details of the proposed surface water drainage arrangements for the construction element of the development;
- l) 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;
- m) A survey of the existing conditions of adjacent public highways and measures taken to protect highway infrastructure;
- n) Details of site compound arrangements;
- o) Details of site layout;
- p) Details of materials storage; and
- q) Details of any other measures to mitigate the impacts from contamination during construction as required under the remediation strategy to be agreed for the site
- r) Details of any measures to mitigate risks from unexploded ordnance (UXO)
- s) 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 (in consultation with London City Airport).

All construction work 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 from the start of the construction process throughout all phases of the process, in accordance with Policies BN.11 and T.4 of the Local Plan.

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

### 8. Construction Logistics Plan

No development of the relevant phase (including enabling works) hereby permitted shall commence until an updated Construction Logistics Plan (CLP) for the relevant phase has been submitted to and approved in writing by the Local Planning Authority.

The CLP in relation to the relevant phase of development shall provide details of:

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

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

For each phase of the development the applicant shall submit detailed proposals for the local access arrangements to the site for approval by LLDC, LB Newham and TfL within the CLP.

The site access/egress arrangements should avoid crossing existing on-street bus stands on International Way unless it can be demonstrated that no other alternative is reasonably practicable. Should the on-street bus stand on International Way need to be relocated and/or temporarily suspended at any time during any part of the demolition/construction period, the Applicant shall fund an alternative location or provision as approved by TfL and LB Newham.

**Reason:** In order to secure the highway safety and free flow of traffic, in accordance with Policy T.4 of the Local Plan.

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

#### **9. Non-Road Mobile Machinery**

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

**Reason:** To ensure that air quality is not adversely affected by the development, in accordance with Policy BN.11 of the Local Plan.

#### **10. Construction Dust Monitoring and Mitigation**

Prior to commencement of the relevant phase of the development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities for the relevant phase shall have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in July 2014 or 'Assessment of dust from demolition and construction v2.2' published in 2024 (or any subsequent revision) and shall include:

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

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

**Reason:** To ensure that the construction of the development minimises its environmental impacts, protects local air quality and complies with Policy S11 of the London Plan and the GLA SPG Control of Dust and Emissions During Construction.

Pre-commencement justification: submission required prior to commencement to ensure that the Local Planning Authority is satisfied that the impact of the construction would be appropriately mitigated.

#### **11. Piling Method Statement**

No piling, including impact piling, shall take place until a piling method statement and foundation works risk assessment for the relevant phase of development (detailing the depth and type of piling to be undertaken and the methodology by which such piling would be carried out, including measures to prevent and minimise the potential for impact on ground water, damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water and HS1.

All piling shall be undertaken in accordance with the terms of the approved piling method statement.

**Reason:** To ensure that piling methodology is appropriate prior to first commencement. The proposed works would be in close proximity to underground water utility infrastructure and some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution, in accordance with Policy BN.14 of the Local Plan.

#### **12. Construction Site Waste Management Plan**

No works for the relevant phase of development hereby permitted shall commence until an updated Site Waste Management Plan (SWMP) has been submitted to and approved in writing by the local planning authority. The SWMP shall be prepared in accordance with the approved Outline Construction Site Waste Management Plan (dated September 2023), approved Circular Economy Statement (dated September 2023), and site waste management policies current at the date of its submission. The SWMP objectives shall be to ensure that all waste arising from demolition and construction works are managed in a sustainable manner, maximising opportunities to reduce, reuse and recycle waste materials. The SWMP shall include an updated waste forecast for demolition, construction and excavation waste and shall also detail the compliance and assurance requirements to be maintained on site during all phases of demolition and construction. The SWMP for the relevant phase shall include as a minimum the following information:

- Classification of all waste including hazardous waste according to current legislative provisions;
- Waste forecast to estimate the type and quantity of waste generated during the excavation, demolition and construction works and an indication of the destination of each waste type (i.e. onsite/offsite reuse, recycling, recovery, disposal);
- Performance measurement and target setting (such targets shall be in accordance with any sustainability targets set of the development, such as BREEAM targets, and should be in line with national and local policy and guidance (e.g. the London Plan, LLDC Local Plan)) against estimated waste forecasts;
- Reporting of project performance on quantities and options utilised;
- Measures to minimise or design out waste generation;
- Opportunities for re-use or recycling;
- Provision for the segregation of waste streams on the site in appropriate storage containers that are clearly labelled and colour coded (e.g. using the Institution of Civil Engineers (ICE) waste stream colour coding guidance). Waste storage arrangements shall meet the waste Duty of Care requirements;
- Licensing requirements for environmental permitting (or exemption) requirements for offsite waste management sites;
- An appropriate audit trail encompassing non-hazardous waste transfer notes and hazardous waste consignment notes, in line with waste Duty of Care requirements;
- Measures to avoid fly tipping by others on lands being used for demolition/construction;
- Measures to provide adequate training and awareness through toolbox talks; and



- Returns policies for unwanted materials.

The SWMP shall:

- Achieve a minimum of 80% and target of 95% by weight landfill diversion of nonhazardous demolition, construction and excavation waste generated on site, by way of reduction, reuse and recycling and recovery;
- Not less than 20% of key building materials, by weight or volume in accordance with BREEAM requirements, used in the development will be certified as responsibly sourced; and
- Not less than 25% of the total high-grade aggregate, by weight, used in the substructure and superstructure will be from recycled or secondary aggregate sources.

All works shall be carried out in accordance with the approved SWMP.

**Reason:** To ensure that the demolition and construction of the development minimises its environmental impacts and ensures high standards of sustainability are achieved, in accordance with Policy S.8 of the Local Plan.

### 13. Crane and IFP (London City Airport)

No cranes or scaffolding above 100m AOD shall be erected on the site for the relevant phase of development hereby permitted unless and until construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes during the relevant phase of development have been prepared. Upon completing the initial assessment based on the information requested, these cranes may need to be assessed against LCY's Instrument Flight procedures (IFPs) by a CAA approved procedure designer. No cranes or scaffolding above 100m AOD shall be erected on the site for the relevant phase of development unless the information described above, along with the IFP report, shall be submitted to and approved in writing by the Local Planning Authority, the Local Planning Authority having consulted London City Airport and thereafter the cranes and scaffolding for the relevant phase shall be operated in accordance with the approved details.

**Reason:** The use of cranes or tall equipment in this area has the potential to impact London City Airport operations and therefore they must be assessed before construction.

### 14. Temporary / Permanent Building Obstacle Lighting Scheme (London City Airport)

Where buildings or cranes will exceed 100m AOD in height, obstacle lights shall be placed on the highest parts of the buildings/cranes during the construction phases and following completion of the construction. These obstacle lights shall be steady state red lights with a minimum intensity of 2000 candelas. Periods of illumination of obstacle lights, obstacle light locations and obstacle light photometric performance shall all be in accordance with the requirements of regulation CS ADR-DSN Chapter Q 'Visual Aids for Denoting Obstacles'.

**Reason:** Permanent illuminated obstacle lights are required on the development to avoid endangering the safe movement of aircraft and the operation of London City Airport.

### 15. Railway Infrastructure Protection

The development of a relevant phase of development hereby permitted shall not be commenced until detailed design and method statements relating to that phase of the development for all of the demolition, foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the Local Planning Authority, in consultation with DLR and HS1 which:

- provide details on all structures
- provide details on the use of tall plant/scaffolding
- a base-line radio impact survey shall be undertaken and submitted to DLR for approval
- accommodate the location of the existing DLR structures

- demonstrate that there will at no time be any potential security risk to railway, property or structures
- accommodate ground movement arising from the construction thereof and provide ground movement analysis.

The development shall be carried out in accordance with the details approved by the Local Planning Authority.

**Reason:** To ensure that the development does not impact on existing DLR and HS1 transport infrastructure, in accordance with London Plan 2021 Policy T3 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

Pre-commencement justification: submission and approval is required prior to commencement to ensure that the Local Planning Authority is satisfied that the development would not impact on existing DLR and SH1 transport infrastructure.

#### **16. Contamination and Site Characterisation**

No development of a relevant phase of development hereby permitted (except for demolition works) approved by this planning permission (or phase in development as may be agreed in writing with the Local Planning Authority) shall commence until the following relevant information have each been submitted to, and approved in writing, by the Local Planning Authority:

- a) A preliminary investigation report including a desk study and site reconnaissance;
- b) 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
- c) A contamination risk assessment and remediation strategy report based on the findings of the ground investigation.

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

**Reason:** To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with Local Plan 2020 Policy BN.14.

Pre-commencement justification: To ensure that the Local Planning Authority is satisfied that any ground contamination is appropriately identified and remediated in advance of commencement of works.

#### **17. Remediation Implementation and Verification Method Statement**

No development of any phase of the development approved by this planning permission shall commence until a remediation implementation and verification method statement, based on the contamination risk assessment and remediation strategy report for that phase, has been submitted to and approved in writing by the Local Planning Authority.

**Reason:** The remediation implementation and verification method statement shall be implemented as approved, with any changes agreed in writing with the Local Planning Authority, in accordance with BN.14 of the Local Plan.

#### **18. Unexpected Contamination**

If during development unexpected contamination is encountered then the Local Planning Authority shall be notified and no further development in the area of the site in which unexpected contamination is encountered (as agreed in writing with the Local Planning Authority) shall be carried out until an addendum to the remediation implementation and verification method

statement for that phase has been submitted to and approved in writing by the Local Planning Authority (unless otherwise agreed in writing with the Local Planning Authority).

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

**Reason:** To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development is carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, and in accordance with Local Plan 2020 Policy BN.14.

#### **19. Verification Report**

No occupation of the relevant phase of development hereby permitted shall take place until a verification report demonstrating completion of works set out in the remediation implementation and verification method statement for that phase has been submitted to and approved in writing by the Local Planning Authority.

If the verification report for that phase 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) for that phase shall be submitted to and approved in writing by the Local Planning Authority. Long-term monitoring and maintenance elements of the verification report for that phase shall be implemented as approved.

**Reason:** To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with Local Plan 2020 Policy BN.14.

Pre-commencement justification: To ensure that the Local Planning Authority is satisfied that any ground contamination is appropriately identified and remediated in advance of commencement of works.

#### **20. Unexploded Ordnance (UXO) Threat Assessment**

No development shall commence until a Detailed UXO Threat Assessment Desk Top Study is undertaken for the site to further assess risks. A report on the desk top study shall be presented to and approved by the Local Planning Authority. Any recommendations in the UXO Threat Assessment Desk Top Study shall be implemented in full.

**Reason:** To safeguard human health ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

### **WATER USE**

#### **21. Surface Water Drainage Strategy**

Development of the relevant phase of development hereby permitted shall not commence (with the exception of demolition works above ground level) until a drainage strategy, detailing any on and/or off-site drainage works for the relevant phase, has been submitted to and approved in writing by the Local Planning Authority in consultation with the sewerage undertaker.

The drainage works referred to in the approved strategy shall be implemented in full and no discharge of foul or surface water from the site shall be accepted into the public system until the said drainage works have been completed.

**Reason:** The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community and in accordance with London Plan 2021 Policy SI 13 and Policy S.11 of the Local Plan 2020.



## 22. Surface Water Drainage Detail

- a) No part of the relevant phase of development shall be commenced until a fully detailed surface water management scheme for the development (to include levels, sizing, cross-sections, specifications and functionality calculations for all SuDS features) and consistent with the approved 'IQL North Drainage Strategy' document (Ref. IQLN-BHE-ZZ-ZZ-RE-C-0002 / 052286/ Revision P11/ dated 2 August 2024) has been submitted to and approved in writing by the Local Planning Authority, in consultation with LB Newham LLFA and HS1.
- b) The development shall only be implemented in accordance with the approved detail
- c) Detail of drainage scheme ownership, management and maintenance arrangements shall be submitted to Planning Authority for approval before site occupation of the relevant phase.
- d) A verification report demonstrating what works were undertaken and that the drainage scheme was completed in accordance with the approved surface water management scheme shall be submitted and approved by the Local Planning Authority in writing before site occupation of relevant phase.

**Reason:** To safeguard the public from surface water flood risk, protect the environment and respond to climate change, accordance with London Plan 2021 Policy SI 13 and Policy S.11 of the Local Plan 2020.

## 23. Infiltration drainage

No infiltration drainage into the ground is permitted other than with the prior written consent of the Local Planning Authority. If infiltration drainage is proposed then a written plan shall demonstrate that there is no unacceptable risk to controlled waters from contamination.

**Reason:** To prevent the increased risk of flooding, to improve and protect water quality, and improve habitat and amenity in accordance with Policy BN14 of the Local Plan 2020.

## 24. Sustainable Urban Drainage Systems

No above ground works for the relevant phase of development hereby permitted shall take place until details of a sustainable drainage system (SuDS) have been submitted to and approved in writing by the Local Planning Authority. These shall include:

- I. coordination drawing illustrating how the systems work with paving, tree pits, planting pits, building drainage and local authority drainage
- II. details of permeable paving, green/blue roofs, water collection and attenuation storage
- III. details of the interconnected system of sustainable drainage features, identifying pathway of surface water, attenuation volumes and operation in both normal rainfall and flood conditions
- IV. details of any associated planting, substrate and drainage design, including appearance of any visible elements
- V. management and maintenance proposals for the sustainable drainage system.

No building forming part of the relevant phase of development hereby permitted shall be occupied/used until that building has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

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

## 25. Foul Water Infrastructure (Thames Water)

There shall be no occupation beyond the 1000 net dwelling equivalent until confirmation has been provided that either:-

1. All foul water network upgrades required to accommodate the additional flows from the development have been completed; or-

2. A development and infrastructure phasing plan has been agreed with Thames Water to allow additional development to be occupied. Where a development and infrastructure phasing plan is agreed, no occupation of those additional dwellings shall take place other than in accordance with the agreed development and infrastructure phasing plan.

**Reason:** Network reinforcement works are likely to be required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid sewage flooding and/or potential pollution incidents, in accordance with London Plan 2021 Policy SI 5 and Policy S.5 of the Local Plan.

## **26. Potable Water**

The residential dwellings hereby permitted shall achieve potable water use of 110 litres per person per day (including external water use of 5 litres per person per day) when calculated in line with the requirements of Building Regulations Part G2 unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand and is in accordance with London Plan 2021 Policy SI 5 and Policy S.5 of the Local Plan 2020.

## **DESIGN**

### **27. Detailed Design**

Prior to the commencement of any above ground works for the relevant phase of the development, detailed architectural drawings (at an appropriate scale to be agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority. Such details shall include the following:

- i. Principal features on the facades e.g. bay studies, for all different brick bond types for the relevant phase of the development
- ii. Key junctions/bonds between materials/finishes
- iii. Ground floor frontages including entrances, glazing and signage zones, infill panels to plant rooms/ bike stores etc, shopfronts and commercial workspace frontages
- iv. Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to balconies / terraces
- v. Parapets/roof edges, including all terraces, to include rooftop plant screening, lift overruns etc
- vi. Details of roof terraces and balconies including floor finishes and balustrade details
- vii. Details of soffits and canopies to all entrance areas
- viii. Details of key architectural metalwork / screens / gates
- ix. External signage details including elevations and sections
- x. Elevational location of: all joints e.g. structural, movement, panels; openings in envelope e.g. ventilation grilles, bird & bat boxes; all items which are fixed to the façade e.g. intercom systems, lighting, CCTV and alarms including any provision for cable runs.

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

**Reason:** To enable the Local Planning Authority to properly consider and control the development and to secure high-quality design and detailing resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.5 of the Local Plan.

### **28. Material Samples and Mock-ups**

At least 6 months prior to installation, a schedule of materials and products, along with material samples, of all external facing materials to be used in the construction of the relevant

phase of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority.

Samples and details of the following shall be provided:

- i. Brick bond and mortar type including mortar joint profile for the relevant phase including 1x1m sample panels to show all junctions between different brick bond types for the relevant phase of the development. These should include samples of all hand-laid brickwork types to lower levels for blocks, A-C, E and F, brick slip clad soffits (where applicable), pre-cast brickwork to block D lower level and hand-laid or pre-cast brickwork to upper levels of all buildings for the relevant phase of construction;
- ii. of all textured/feature brickwork types to be used in the relevant phase of the development;
- iii. All other façade materials including all types of concrete, metalwork and other cladding types;
- iv. Window / door types (including finishes, glass types and any manifestation)
- v. Curtain wall finishes and any manifestation
- vi. Facing metalwork including flashings, panels, railings, louvres, balustrades, service doors, screens, gates, etc;
- vii. All items which are fixed / integrated to the façade (e.g., projecting perforated façade screens, louvres and ventilation grilles, rainwater pipes, signage, bird/bat boxes)
- viii. Soffit and canopy materials.
- ix. Balcony and roof terrace/rooftop floor finishes and balustrades/parapets.
- x. All sealant that will be visible externally

**Full-size mock-ups** of facades shall be provided. The size and number of mock-ups and façade types and junctions to be captured are to be agreed in advance with the Local Planning Authority.

- 1). For blocks, A-C, E and F, during the relevant phase of construction, hand-laid brickwork to the lower level (plinth), interface with adjacent hard landscape materials and building soffit (where applicable), and a principal opening in the building frontage including all glazed, aluminium panelling and precast concrete building elements and integrated lighting.
- 2). Pre-cast brickwork to the lower level (plinth) of block D, interface with adjacent hard landscape materials and building soffit (where applicable), and a principal opening in the building frontage including all glazed, metalwork and precast concrete building elements and integrated lighting.
- 3). Either hand-laid brickwork or pre-cast brickwork, depending on the chosen construction method, for the upper levels for all blocks during the relevant phase of construction for a typical window bay or typical balcony and window bay to include all façade materials, fenestration, balustrading, soffits, decking.

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

**Reason:** To enable the Local Planning Authority to properly consider and control the development and to secure high-quality materials and detailing, ensuring 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.

## 29. Secured by Design

1. Prior to the commencement of any above ground works for the relevant phase of the development hereby permitted, details of the measures to be incorporated into the development of that phase demonstrating how the principles and practices of the 'Secured by Design' schemes and local crime prevention measures have been included for each phase shall be submitted to and approved in writing by the local planning authority. Once approved in writing by the local planning authority in consultation with the Metropolitan Police designing out crime officers, the relevant phase of development shall be carried out in accordance with the agreed details and maintained thereafter.

2. Prior to the first occupation, or use of an individual building, within the development, a letter from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the occupied or used section have been met, will be required.
3. On completion of the full permitted development, including landscaping, external materials and other works incidental to the proposed development the SBD certificate or a letter from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the whole site will be required.

**Reason:** To ensure that the Development is safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF and London Plan Policy D11.

### 30. Fire Strategy

Prior to commencement of superstructure works of the relevant phase, an updated Fire Strategy for that phase shall be submitted to and approved in writing by the local planning authority which includes evidence that the fire strategy approach has been agreed with the relevant Approval Authorities (Fire Service and Building Control) with respect to demonstrating that:

- Biodiverse and green roofs achieve at least Broof(t4) as per the London Plan Fire Statement.
- The Quality Design Review has confirmed the applicability of using BS 9991 and BS 9999 as the basis of design, in line with Clause 0.3 of BS 9999.
- CFD modelling being undertaken to demonstrate equivalency of a mechanical smoke ventilation system is in line with the adopted basis of design.
- The number of firefighting shafts are appropriate.

The development shall be implemented in accordance with the updated Fire Strategy hereafter.

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

### 31. Landscape Design

No public realm or landscape works of the relevant phase of the development shall take place until full details of hard and soft landscape works and means of enclosure for that phase of the development have been submitted to and approved in writing by the Local Planning Authority.

The submitted details shall include all aspect of the public realm/landscape areas (including roof top terraces open and accessible to residents).

The submitted details shall demonstrate the following:

#### Hard Landscape

- (i) Details of proposed finished levels and contours including alterations to existing ground levels;
- (ii) Means of enclosure and boundary treatments and any associated access points;
- (iii) Hard landscape details including surface materials including specification, colour, product, dimensions, bonding and pointing;
- (iv) Material samples of all external surfacing materials;
- (v) Details of street furniture including raised planters; benches; bins; cycle storage; planters (fixed and moveable); bollards, hostile vehicle mitigation (HVM); any features of artwork;
- (vi) Details of inclusive design and accessibility standards including external steps, ramps and thresholds (including gradients); tactile warning or wayfinding paving, mobility features and dropped kerbs.
- (vii) coordination drawing illustrating how the sustainable drainage system works with paving, tree pits, planting design, building and external drainage and local authority drainage or water courses
- (viii) location of proposed and existing functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout



## Soft Landscape

- (i) Planting plans including plant schedules noting species (including invasive non-native species and associated control methods), plant sizes (including girth, clear stem dimensions of trees including their mature sizes), proposed numbers/densities, position and proposed time of planting of all trees and shrubs where appropriate. Such detail to demonstrate how the planting palette has been selected to respond microclimate conditions relevant to the different areas of open space/public realm;
- (ii) All planting details including tree pits and planting beds to demonstrate plant stabilisation, drainage including proposals to link with aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures to protect planting beds during establishment;
- (iii) Details of all existing trees on and adjacent to the land, and details of any to be retained, together with measures for their protection, during the course of development (all retained trees on-site should be fully protected in accordance with 'BS 5837 2012 Trees' in relation to design, demolition and construction (BSI, 2012), where trees are to be replaced they shall be replaced with trees of local provenance and size in accordance with a scheme which shall be submitted to the Local Planning Authority for approval in writing and be accompanied with an arboricultural method statement;
- (iv) All landscaping must demonstrate that planting has suitable levels of light, moisture and nutrients;
- (v) Details of any proposed root barrier systems;
- (vi) Details and location of tables, chairs and other furniture as well as storage facilities;
- (vii) How inclusive access furniture is to be provided;
- (viii) Details including the location of biodiversity enhancements (bird and bat nesting boxes etc);
- (ix) Details of parapet/balustrade and planting buffer around the terraced areas; and
- (x) Implementation programme including time of year of planting.
- (xi) Urban Greening Factor calculation and plan -UGF should seek further improvements to the Urban Greening Factor score where possible demonstrated by submission of updated calculations and plans
- (xii) Coordination drawing of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey.

The development hereby permitted shall be thereafter carried out in accordance with the approved details prior to the date of first occupation. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989 and BS4428:1989 (or subsequent superseding equivalent) and current Arboricultural best practice.

If within a period of FIVE years from the date of the planting any trees, shrubs or hedges included in the landscaping scheme for the development hereby permitted that die, are removed, become seriously damaged or diseased, within five years of planting, shall be replaced within the first planting season following death, removal, damage or disease by planting of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.

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

**Reason:** In order to ensure long term retention of the landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity, in accordance with Policies BN.3. BN.8 and BN.9 of the Local Plan.

### 32. Specific boundary treatments

No above ground works for the relevant phase of development hereby permitted shall take place until a plan indicating the positions, design, materials and type of boundary treatment to be erected including Secured by Design considerations and any access points and access control measures has been submitted to and approved in writing by the Local Planning Authority. The relevant phase of development shall not be occupied/used until it has been

carried out in accordance with the approved details. The relevant phase of development shall thereafter be retained as such.

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

### **33. Wayfinding/Signage**

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

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

### **34. Biodiversity net gain**

- a) No above ground works shall take place until an Overall Biodiversity Net Gain Plan (BNG) has been submitted to and approved in writing by the Local Planning Authority. The Overall BNG Plan shall set out how biodiversity gain will be achieved across the whole site on a phase-by-phase basis.
- b) No above ground works for the relevant phase of development hereby permitted shall take place until a Phase Biodiversity Net Gain (BNG) Plan for that phase has been submitted to and approved in writing by the Local Planning Authority. The Phase BNG Plan will set out the contribution of that phase to the overall BNG objective and track progress towards the overall objective.

The BNG Plan shall target how a net gain in biodiversity will be achieved through a combination of on-site and/or off-site mitigation. The BNG Plan shall include:

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

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

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

### **35. Green/brown Roof**

No works to the green/brown roofs for the relevant phase of development hereby permitted 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 for the relevant phase of development shall be provided in accordance with the approved details prior to the first occupation/use of the relevant phase of development and shall be retained as such for the lifetime of the development.

**Reasons:** 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.

### **36. Ecological Management Plan**

Prior to occupation of the relevant phase of development, an ecological management plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Greater London Authority biodiversity strategy team and Natural England).

**Reasons:** In the interests of maximising the ecological potential of the site and ensuring its long-term success, in accordance with Policy BN.3 of the Local Plan.

### **37. Landscape Management and Maintenance Plan**

Prior to the first occupation of the of the relevant phase of development hereby permitted, a landscape management plan for, including implementation plan, long term design objectives and management responsibilities for all landscape areas of that phase, 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 for the relevant phase 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.

### **38. Lighting Scheme**

Prior to the installation of any external lighting within the relevant phase of development hereby approved, and in any event prior to first occupation of the relevant phase, 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) for the relevant phase, shall be submitted to and approved in writing by the Local Planning Authority. The scheme for each phase 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 relevant phase of 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.

### 39. Tree protection - general

Prior to works of the relevant phase of development hereby permitted commencing on site details of the means by which any existing trees are to be protected from damage by vehicles, stored or stacked building supplies, waste or other materials, and building plant or other equipment shall be submitted to and approved in writing by the Local Planning Authority, and the protective measures shall be installed and retained throughout the period of the works in accordance with any such approval given and protective fencing must not be moved or removed without the explicit written permission of the Local Planning Authority. Within the protected area, no fires may be lit, no materials may be stacked or stored, no cement mixers or generators may be used, no contractor access whatsoever is permitted without the explicit written permission of the Local Planning Authority under the supervision of the developer's appointed Arboriculturalist. Within the protected area, any excavation must be dug by hand and any roots found to be greater than 25mm in diameter must be retained and worked around.

In this condition "retained tree" means an existing tree which is to be retained in accordance with the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 1 year (see endnote 10) from the date of the occupation of the building for its permitted use.

- (a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the Local Planning Authority. Any topping or lopping approved shall be carried out in accordance with British Standard [3998 (Tree Work).
- (b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.
- (c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made.

**Reason:** To ensure the protection of the existing trees and in the interests of amenity. Pre-commencement justification: These details are required prior to works taking place on the site to ensure that existing trees to be retained would be adequately protected and would not be harmed by demolition or construction works.

### 40. Playspace Strategy

No public realm works of the relevant phase of development hereby permitted shall take place until full details of the proposed children's play strategy including location and types of equipment for that phase 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 relevant phase and shall be retained for the lifetime of the development thereafter.

**Reasons:** 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.

#### **41. Landscaping Implementation**

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

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

#### **42. Bird Hazard Management Plan (London City Airport)**

Green roofs for the relevant phase of the development hereby permitted shall not commence until a Bird Hazard Management Plan for that phase has been submitted to and approved in writing by the Local Planning Authority. The submitted plan shall include details of:

- Management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting, roosting and "loafing" birds.

The Bird Hazard Management Plan shall be implemented as approved and shall remain in force for the life of the buildings. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

**Reason:** It is necessary to manage the flat roofs to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of London City Airport.

#### **43. Wind Mitigation**

- a) Prior to commencement of the relevant phase of development hereby permitted, updated details of the wind mitigation measures for that phase should be submitted to and approved in writing by the local planning authority. The details should include the materials used, porosity, height and density of the mitigation, including any planting or landscaping proposed to the north-west of the site outside the Gantry Hotel. The effectiveness of the final detailed design of the wind mitigation should be tested in a wind tunnel, which includes additional probe locations within Penny Brookes Street and pavement section between Block A and the Gantry Hotel, to demonstrate that the 1-year return speed is comparable with the values in the BS EN 1991 and that wind conditions remain safe and comfortable across the whole development.

The wind mitigation measures should be installed prior to occupation of the relevant phase of development.

- b) Prior to occupation of the final phase of the development, a review of the wind microclimate conditions shall be conducted to consider the effectiveness of the final wind mitigation design, considering the status of the surrounding context at that time. The outcome of the review shall be submitted to and approved in writing by the Local Planning Authority. A wind tunnel assessment to verify the conditions will only be required if the surrounding context at the time differs to that assessed in the Wind Microclimate assessment included in the approved Environmental Statement, to an extent where a change in the local wind microclimate conditions would be expected. The results of a wind tunnel assessment, and details of any additional wind mitigation measures, if required, shall be submitted to and approved in writing by the Local Planning Authority.

The wind mitigation measures should be installed prior to occupation of the final phase of development.

**Reason:** To ensure safe wind conditions for pedestrians, in accordance with Policy BN.5 of the Local Plan.

## TRANSPORT

### 44. Cycle Parking

Before the first occupation of the relevant part of the development, details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles and on-site changing facilities and showers for the respective uses of that part of the development have been submitted to and approved in writing by the Local Planning Authority. The relevant part of the development shall be carried out in accordance with the approved details and the facilities provided shall be retained for the life of the development.

**Reason:** In order to ensure that satisfactory secure cycle parking and facilities for cyclists are provided and retained and in accordance with Policy T4 of the Local Plan 2021.

### 45. Car Parking Design and Management Plan

Prior to the first occupation/use of the relevant phase of development hereby approved, a Car Parking Design and Management Plan for that phase shall have been submitted to and approved in writing by the Local Planning Authority.

The submitted details shall demonstrate how blue-badge parking is designed, managed, operated and monitored; including how residents holding a blue-badge will be allocated a parking space.

The number of parking spaces must not exceed that accounted for in the submitted air quality neutral calculation.

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.

### 46. Electric Vehicle 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 the provision of infrastructure for electric vehicles, in accordance with Policies BN.6 and T.8 of the Local Plan 2020.

## NOISE

### 47. Construction Noise

Noise levels at any occupied residential property due to construction or demolition shall not exceed 75dB LAeq (10 hour) measured at 1m from the façade of the nearest occupied property,

during the hours from 08:00 to 18.00 Monday-Friday, 75dB LAeq (5 hour) during the hours from 08:00 to 13:00 on Saturday except with the prior approval of the Local Authority, under s61 of the Control of Pollution Act 1974.

**Reason:** To ensure that best practicable means are used to reduce noise generated by construction in accordance with Local Plan Policy BN.12.

#### **48. Building Services and Plant Noise Limits**

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

**Reason:** To safeguard the amenities of adjoining residential occupiers, in accordance with Policy BN.12 of the Local Plan.

#### **49. Building Services and Plant Noise Management Plan**

For noise from commercial activities other than those related to building services plant a noise management plan for each commercial unit shall be submitted to and approved in writing by the Local Planning Authority prior to occupation of that commercial unit. The management plan shall include details of the likely types of activity and associated noise level, and proposed noise mitigation measures.

**Reason:** To safeguard the amenities of adjoining residential occupiers, in accordance with Policy BN.12 of the Local Plan.

#### **50. Internal Noise Levels — Student Accommodation**

There shall be no occupation of any of the student accommodation units hereby permitted, until evidence has been provided to and approved in writing by the Local Planning Authority demonstrating compliance with BS 8233:2014 'Guidance on sound insulation and noise reduction for buildings' to attain the below internal noise levels.

- Bedrooms- 30dB LAeq,T\* and 45dB LAfmax (following World Health Organisation guidance (to be exceeded no more than 10-15 times per night within bedrooms)
- Living rooms- 35dB LAeq, D\*
- \*T- Night-time 8 hours between 23:00-07:00
- \*D- Daytime 16 hours between 07:00-23:00.

The composite sound reduction of the building envelope (including openings or vents for background ventilation) should ensure that appropriate internal noise levels can be achieved. Where it is considered impractical to meet this noise standard the report should detail mitigation measures taken to reduce noise to a minimum.

Noise from rail movements shall be controlled to be no more than 35 dB LAm<sub>ax,s</sub>. Evidence of compliance shall be provided based on pre-completion testing and submitted to the Local Authority Prior to Occupation.

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

**Reason:** To mitigate noise to improve health and quality of life in accordance with Policy D14 of the London Plan.

#### **51. Internal Noise Levels - Residential**

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

Evidence of compliance shall be provided based on post-completion testing for the relevant phase of development hereby permitted, which shall be submitted to the Local Planning Authority within 3 months of first use/occupation of that phase and approved in writing, and the controls shall remain in place thereafter. Where it is considered impractical to meet this noise standard the report should detail mitigation measures taken to reduce noise to a minimum.

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

**Reason:** To mitigate noise to improve health and quality of life in accordance with Policy D14 of the London Plan.

#### **52. Scheme of Sound Insulation**

The relevant phase of development hereby permitted shall not be occupied until details of the proposed sound insulation scheme for that phase to be implemented between the residential accommodation and any non-residential uses have been submitted to and approved in writing by the Local Planning Authority. Details should include airborne and impact sound insulation.

The relevant phase of development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme for that phase have been installed. The approved scheme is to be completed prior to occupation of the relevant phase of the development and thereafter permanently retained.

**Reason:** To ensure suitable acoustic conditions for occupants of the proposed development, in accordance with Policy BN12 of the Local Plan.

#### **53. Sound Insulation — Roof Terraces**

Prior to the commencement of construction on the relevant phase of development hereby permitted, details of the proposed sound insulation scheme for that phase to be implemented between the residential accommodation and the roof garden shall be submitted to and approved by the Local Planning Authority. Details should include airborne and impact sound insulation. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to occupation of the relevant phase and shall be permanently maintained thereafter.

**Reason:** To protect the amenity of future occupants/neighbours, in accordance with Policy BN12 of the Local Plan.

#### **54. Cafe/Restaurant/Hot food takeaway/public house/ drinking establishments**

Prior to first operation of individual commercial units hereby permitted, a report, identifying:

- the grease trap or grease digester system to be installed within any commercial kitchen, including full manufacturer's specifications;
- any kitchen extraction system or other mechanical plant associated with the commercial operation of any such unit, including full specifications of all filtration, noise, vibration and odour control systems
- details of likely types of activity and associated noise level, and proposed noise mitigation measures.

- sound insulation between residential and non-residential use, demonstrating compliance with International Organization for Standardization Noise Rating curves (NR):
  - NR 25 in bedrooms (23:00 to 07:00)
  - NR 30 in all habitable rooms (07:00 to 23:00)
  - If there is a distinguishable tone the NR curves should be reduced to NR 20 and NR 25 respectively.
  - Noise Rating curves should be measured as a 15 minute linear Leq at the octave band centre frequencies 31.5 Hz to 8 kHz; and
  - that at all times the operational plant on site shall not give rise to a BS4142 rating level greater than 10 dB below the background noise level at the nearest or worst affected property. Where it is considered impractical to meet this noise standard the report should detail mitigation measures taken to reduce noise to a minimum.

The details shall be submitted to and approved in writing by the Local Planning Authority.

The approved schemes shall be implemented in accordance with the approved details prior to first operation of the relevant individual commercial units hereby permitted and permanently maintained thereafter.

**Reason:** To preserve residential amenity, in accordance with Policy BN12 of the Local Plan.

## AIR QUALITY

### 55. Ventilation Strategy

Prior to the installation of any mechanical ventilation/extraction or other associated plant equipment for the relevant phase, full details of any mechanical ventilation/extraction or other associated plant equipment for the relevant phase of development hereby permitted, shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall include full specifications of all filtration, deodorising systems, noise output and termination points, along with full details of the routing of the mechanical ventilation and the passive provision of associated ducting. Particular attention shall be given to the potential high-level discharge of kitchen extract air and the discharge of toxic or odoriferous extract air where a high level of discharge is usually essential. The relevant phase of development shall only be carried out in accordance with the approved details.

The approved details shall be implemented prior to the first use of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

**Reason:** To protect the amenity of future occupants and/or neighbours.

### 56. Ventilation NOX Filtration

Prior to the commencement of above ground construction works of the relevant phase of development hereby permitted, a ventilation strategy for the relevant phase of development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall demonstrate adequate mitigation measures with respect to NOX filtration or ventilation. The development shall be thereafter carried out prior to first occupation in accordance with the approved details and the mitigation measure maintained as part of the development unless otherwise approved in writing by the Local Planning Authority.

**Reason:** To ensure that residential units within the development are appropriately ventilated and achieve a suitable level of internal air quality.

### 57. Overheating

Prior to the commencement of above ground construction works for the relevant phase of the development, an updated Overheating Strategy for that phase shall be submitted to and approved in writing by the Local Planning Authority. The updated Overheating Strategy shall include updated modelling which takes into account updated passive energy efficiency measures and demonstrates that all spaces within the development meet relevant criteria in line with Building Regulations Approved Document O. The approved strategy shall be



implemented prior to first occupation, and maintained on site unless otherwise agreed in writing in advance by the Local Planning Authority.

Where design for construction is not in line with the assumptions made in the overheating modelling, further overheating modelling shall be carried out to demonstrate that the risk of overheating is not increased.

**Reason:** To ensure that suitable living conditions are achieved within the development and that the building does not overheat.

#### **58. Backup Generator**

There shall be a single generator on site of no more than 500kW output. The generator shall be sited at the top of the highest building within the development. The generator shall only be used for a 'life safety power supply' for emergency use and operational testing (less than 50 hours per year). Emissions from the generator shall match the Euro V standard. The testing regime shall be agreed with the local planning authority before the relevant phase of development hereby permitted is first occupied. The applicant shall certify in writing to the local planning authority that the requirements above have been met.

**Reason:** To protect the amenity of future occupants and/or neighbours.

### **MANAGEMENT**

#### **59. Delivery and Servicing Plan**

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

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

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

#### **60. Waste and recycling Management**

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

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

**Reason:** To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area, in accordance with Policy S.7 and S.8 of the Local Plan.

#### **61. Operational Site Waste Management Plan**

Prior to the occupation of the relevant phase of development hereby permitted, an updated Operational Waste Management Plan (OWMP) for that phase shall be submitted to and approved in writing by the Local Planning Authority. The OWMP shall include details to verify that the spatial provision, and arrangements for managing waste on the site meet the requirements of the LB Newham Waste Management Guidelines, BS5906: 2005, and appropriate Building Regulations.

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

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

#### **62. Estate Management Plan**

Prior to occupation each relevant phase of the development, a Management Plan shall be submitted and approved in writing by the Local Planning Authority. The Management Plan shall detail how all areas of the Site shall be managed and maintained. Details shall include information on how all external landscape areas would be maintained and tidied to a good visual standard, and how cross over of ownership demise with London Borough of Newham would be managed. Thereafter the approved plan shall be complied with for the lifetime of the development.

**Reason:** To ensure that the development is completed and operated with good quality public realm spaces, and with appropriate management and maintenance procedures in place, in accordance with Policies SP.1, BN.1, H.1, BN4, BN.9, BN.11, BN.12 of the Local Plan.

#### **63. Student Management Plan**

Prior to occupation of the student accommodation hereby approved, a Student Management Plan shall be submitted and approved in writing by the Local Planning Authority. The plan shall detail how all elements of the student accommodation would be managed by the accommodation operator, including the following:

- Term move-in and move-out arrangements including details to minimise impact on the local highway network;
- Use and management of external courtyard areas;
- Management of spaces within student accommodation operator control;
- Hours of access and noise control within internal and external spaces;
- Security arrangements; and
- Community liaison.

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

**Reason:** To ensure appropriate operation and management of student accommodation and to limit disturbance to surrounding residential occupiers, in accordance with Policy H.4 of the Local Plan

#### **64. Adaptable and Wheelchair accessible housing**

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

**Reason:** To secure appropriate access for disabled people, older people and others with mobility constraints in accordance with Policy BN.6 of the Local Plan 2020 and Policy D7 of the London Plan 2021.

**65. Adaptable and Wheelchair Accessible Student Housing**

A total of 4.8 per cent of the student accommodation units hereby permitted shall be constructed to wheelchair accessible standards and comply with Part M of the Building Regulations and British Standard: 8300. Any communal areas and accesses serving the Wheelchair accessible bedrooms shall also comply with Part M of the Building Regulation. An additional 5.2 per cent student accommodation shall be provided as easily Adaptable Wheelchair-accessible rooms for independent use. All other units, communal areas and accesses hereby permitted shall be constructed to be easily accessible and comply with the Building Regulations. All communal areas and accesses hereby permitted shall be constructed to inclusive and comply with Part M of the Building Regulations.

**Reason:** To secure appropriate access for disabled people, older people and others with mobility constraints in accordance with Policy BN.6 of the Local Plan 2020 and Policy D7 of the London Plan 2021.

**66. Accessibility Management Plan — PBSA**

Prior to the commencement of the relevant part of the development, an Accessibility Management Plan (AMP) shall be submitted to the Local Planning Authority for approval. The AMP shall include details of:

1. The detailed design and layout of rooms that will be designed for wheelchair users to occupy from the outset;
2. A mechanism to enable additional bedrooms to be fitted out within a reasonable timescale;
3. Details of the way in which the website which advertises rooms at the development will advertise the availability of wheelchair accessible rooms; and
4. Details of the blue badge parking provision and the mechanism for review and further provision of blue badge spaces if required.

The AMP will be considered by the Local Planning Authority and the measures shall be implemented and the accommodation operated only in accordance with the approved AMP at all times thereafter throughout the life of the development hereby permitted.

**Reason:** To ensure an inclusive environment, in accordance with Policies H.4 and BN.6 of the Local Plan.

**67. Provision of Public Toilets within Block F (Community Hub)**

Full details of the proposed public toilets within the community hub (Block F) shall be submitted to and approved by the local planning authority prior to the commencement of the relevant part of the development. The Development shall be carried out in accordance with the approved details.

The approved details shall be implemented prior to first use of the building by the general public and shall be entirely accessible by the public throughout the lifetime of the development.

**Reason:** To ensure an inclusive environment, in accordance with Policy S6 of the London Plan.

**Sustainability**

**68. Digital Connectivity Infrastructure**

Prior to commencement of above ground works for the relevant phase of development hereby permitted detailed plans for that phase shall be submitted to and approved in writing by the local planning authority demonstrating the provision of sufficient ducting space for full fibre



connectivity infrastructure within the development. The development of that phase shall be carried out in accordance with these plans and maintained as such in perpetuity.

**Reason:** To provide high quality digital connectivity infrastructure to contribute to London's global competitiveness, in accordance with Policy SI 6 of the London Plan.

**69. BREEAM Design Stage Report**

Prior to any fit out works of the relevant phase of development hereby permitted, a design stage BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'very good' rating for that phase shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

**Reason:** To ensure that high standards of sustainability are achieved in in accordance with policies S2 and S4 of the Local Plan 2020.

**70. BREEAM Post-Construction Review**

Within 12 months of practical completion of the relevant phase of development hereby permitted, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) for that phase shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

**Reason:** To ensure that high standards of sustainability are achieved in in accordance with policies S2 and S4 of the Local Plan 2020.

**71. Photovoltaics**

Prior to the commencement of above ground works of the relevant phase of development hereby permitted full details of photovoltaic (PV) panels (which shall be consistent with the principles set out in the approved Energy Strategy dated February 2023) and a strategy for their installation for that phase shall be submitted to and approved in writing by the Local Planning Authority. The relevant phase shall be built based on the principles to maximise the available area where suitable and feasible and as per agreed details.

The approved details for that phase shall be implemented prior to the first use of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

**Reason:** To ensure that the development meets a high standard of sustainable design, and that the construction incorporates renewable technologies, in accordance with xxxx.

**72. Circular Economy Statement**

Prior to the commencement of above ground works of the relevant phase of development hereby permitted, an updated Circular Economy Statement for that phase shall be submitted to and approved in writing by the Local Planning Authority. The updated Circular Economy Statement for that phase shall include a review of the construction process to-date against waste, energy and resource efficiency targets and key commitments set out within the approved Circular Economy Statement. The updated Circular Economy Statement for that phase should also set targets against which the Circular Economy Statement — Pre-operation condition will be assessed against. The development shall only be constructed in accordance with the approved updated Circular Economy Statement for each relevant phase.

**Reason:** To ensure the development promotes circular economy outcomes in accordance with Policy SI7 of the London Plan (2021) and Policy S.8 of the LLDC Local Plan (2020).

**73. Circular Economy - Post construction monitoring report**

Within 3 months of first occupation of the relevant phase of development a post-construction monitoring report should be completed in line with the GLA's Circular Economy Statement

Guidance (March 2022). The post-construction monitoring report shall be submitted to the GLA along with any supporting evidence as per the GLA's Circular Economy Statement Guidance (March 2022). At the same time, confirmation of submission of the post-construction monitoring report to the GLA shall be submitted to the local planning authority.

**Reason:** To ensure the development promotes circular economy outcomes in accordance with Policy SI7 of the London Plan (2021) and Policy S.8 of the LLDC Local Plan (2020).

#### **74. Whole Life Cycle Assessment**

Within 3 months of first occupation of the relevant phase of development, the post-construction tab of the GLA's whole life carbon assessment template for that phase should be completed in line with the GLA's Whole Life Carbon Assessment Guidance (March 2022). At the same time, the assessment shall be submitted to (together with confirmation of submission to the GLA), the Local Planning Authority.

The post-construction assessment should 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.

**Reason:** To ensure the development is constructed and operated in accordance with the GLA's Whole Life-Cycle Carbon Assessment guidance and Policy SI2 of the London Plan and Policy S.8 of the LLDC Local Plan.

### **PERMITTED DEVELOPMENT**

#### **75. Advertisements — Restrictions**

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

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

### **INFORMATIVES:**

#### **1. HS1 Further consultation and agreement**

The Developer shall enter into discussions with HS1 and their Engineer, Network Rail (High Speed), as soon as practicable to assist in identifying the likely effect of the development on HS1 or HS1 Property.

Contact: HS1 Ltd, 5th Floor, Kings Place, 90 York Way, London, N1 9AG  
[safeguarding@HS1.co.uk](mailto:safeguarding@HS1.co.uk)

**Reason:** The nature of the proposed development is such that detailed discussion is required concerning the design, construction, future maintenance and demolition of the development to ensure that it does not compromise the integrity, safety, security, operation, maintenance and liabilities of HS1.

#### **2. HS1 Protective Provisions Agreement (PPA)**

The developer is expected to enter into a PPA with HS1. This is a legal agreement between HS1 and the developer covering safeguards, processes, responsibilities and cost recovery.

**Reason:** The nature and scale of the proposed development is such that detailed discussions, agreements and indemnities are required in respect of the design, construction and future maintenance of the development in order to protect HS1.

### 3. HS1 Costs Incurred

The developer shall agree to pay the costs incurred by HS1 and Network Rail (High Speed) in reviewing and approving the development.

Reason: Costs to be incurred from a development reside with the developer.

### 4. Thames Water

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

There are water mains crossing or close to your development. Thames Water do NOT permit the building over or construction within 3m of water mains. If you're planning significant works near our mains (within 3m) we'll need to check that your development doesn't reduce capacity, limit repair or maintenance activities during and after construction, or inhibit the services we provide in any other way. The applicant is advised to read our guide [working near or diverting our pipes](https://www.thameswater.co.uk/developers/larger-scaledevelopments/planning-your-development/working-near-our-pipes).

<https://www.thameswater.co.uk/developers/larger-scaledevelopments/planning-your-development/working-near-our-pipes>

### 5. Thames Water

The proposed development is located within 15m of Thames Waters underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-yourdevelopment/working-near-our-pipes> Should you require further information please contact Thames Water.

Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk)

The applicant is advised that their development boundary falls within a Source Protection Zone for groundwater abstraction. These zones may be at particular risk from polluting activities on or below the land surface. To prevent pollution, the Environment Agency and Thames Water (or other local water undertaker) will use a tiered, risk-based approach to regulate activities that may impact

### 6. London Fire Brigade

If there are any deviations to Brigade access and facilities then this information needs to be provided to Fire Safety Regulation (FSR-AdminSupport@london-fire.gov.uk) to review the proposed provision.

If there are any deviations from the guidance in ADB) vol 1 and 2: B5 Access and facilities for the fire service in relation to water provisions, then this information needs to be provided to the Water Office (water@london-fire.gov.uk) to discuss the proposed provision. The applicant should pay particular attention to paragraph 16, Water Mains and Hydrants, in Guidance note 29 on Fire Brigade Access (which is similar to B5 of the Building Regulations).

### 7. Food Law Requirements (LBN Environmental Health)

The kitchen and other food areas of the premises need to comply in full with:

- a) EC 852/2004 as enforced by the Food Safety & Hygiene (England) Regulations 2013
- b) EC 178/2002 as enforced by the Food Safety & Hygiene (England) Regulations 2013

c) Register Food premises. Regulation (EC) No. 852/2004 on the hygiene of foodstuff, Article 6(2) at least 28 days prior to opening. This form is accessible from Newham's website).

All structural finishes and equipment must comply with the Industry Guide to Good Hygiene Practice: Catering 2016 This revised guide has been produced by the British Hospitality Association working with the Food Standards Agency and Food Standards Scotland. Copies can be purchased in various formats from the BHA website.

#### **8. Licencing (LBN Environmental Health)**

It is probable that some of the premises may need a licence under the Licensing Act 2003 for regulated entertainment (music, dancing etc), supply of alcohol and the provision of late night refreshment. Any grant of the planning approval is without prejudice to the Council's right as Licensing Authority to either grant or refuse any application under the Licensing Act 2003.

Application forms can be obtained from the Licensing Team, Licensing & Regulations, Environment and Sustainable Transport, London Borough of Newham, East Ham Town Hall, Barking Road, East Ham, E6 2RT telephone 0203 373 1925 email [Licensing@newham.gov.uk](mailto:Licensing@newham.gov.uk) Application forms are also available on the Council website at

[http://www.newham.gov.uk/YourEnvironment/AlcoholEntertainmentAndGamblingLicences/PremisesLicence\\_LicensingAct2003.htm](http://www.newham.gov.uk/YourEnvironment/AlcoholEntertainmentAndGamblingLicences/PremisesLicence_LicensingAct2003.htm)

#### **9. Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) (LBN Environmental Health)**

The proposed passenger/goods lift must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation IS NOT ADEQUATE. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance.

Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

#### **10. Informative on Legionella – Single Showers (LBN Environmental Health)**

All non-domestic buildings with hot and / or cold water systems must by law have a risk assessment for legionella carried out in accordance with HSE Approved Code of Practice L8 "the control of legionella bacteria in water systems". The most cost effective time to start the risk assessment process for new development is at the planning stage as many factors elevating risk can be addressed at this point. Good design will also greatly reduce the need for frequent and expensive maintenance to water systems whilst introducing necessary engineering changes retrospectively may be considerably more expensive.

### **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:    **xxxxx**

*A Hollingsworth*

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

**DRAFT**

## London Legacy Development Corporation

### Town and Country Planning Act 1990 (as amended)

#### Appeals to the Secretary of State

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

Executed as a Deed (but not delivered until the date of this Deed) by **ABC INTERNATIONAL BANK PLC** acting by

.....  
Full Name (Director)

.....  
Signature of Director

.....  
Full Name (Director/Secretary)

.....  
Signature of Director/Secretary

Executed as a Deed (but not delivered until the date of this Deed) by **LJ SPECIAL SITUATIONS HOLDINGS LTD** acting by

MARK LEBIHAN  
.....  
Full Name (Director)

AUTHORISED SIGNATORY

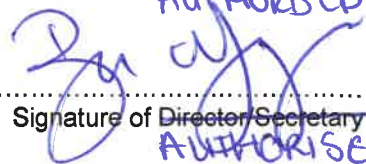


.....  
Signature of Director

AUTHORISED SIGNATORY

BRIAN HIGGINS  
.....  
Full Name (Director/Secretary)

AUTHORISED SIGNATORY



.....  
Signature of Director/Secretary

AUTHORISED SIGNATORY

Executed as a Deed (but not delivered until the date of this Deed) by **HPG STRATFORD HOLDCO LIMITED** acting by

.....  
Full Name (Director)

.....  
Signature of Director

.....  
Full Name (Director/Secretary)

.....  
Signature of Director/Secretary



**EXECUTED** as a **DEED** (but not  
delivered until the date hereof) by  
affixing the common seal of  
**LONDON LEGACY DEVELOPMENT**  
**CORPORATION** in the presence of:

)  
)  
) .....  
) **Authorised Signatory (name)**  
)  
.....  
**Authorised Signatory (signature)**

Executed as a Deed (but not delivered until the date of  
this Deed) by **HADLEY STRATFORD LIMITED**  
acting by

.....  
Full Name (Director)

.....  
Signature of Director

.....  
Full Name (Director)

.....  
Signature of Director