

DATED

29 November

2024

**UNILATERAL UNDERTAKING GIVEN BY DEED**  
**BY**  
**THE LONDON LEGACY DEVELOPMENT CORPORATION**  
**(as Local Planning Authority)**  
**AND**  
**TRANSPORT FOR LONDON**

**Pursuant to section 201 of the Localism Act 2011 and other enabling powers**

**Related to application references 24/00116/VAR and 24/00125/NMA**

**To amend permission reference 18/00471/VAR dated 25 July 2019 for the Legacy Communities Scheme, Queen Elizabeth Olympic Park**

**To be read alongside the unilateral undertaking given by London Legacy Development Corporation (as owner) pursuant to section 106 of the Town & Country Planning Act 1990 relating to the same development and entered into on the date hereof**

**THIS UNILATERAL UNDERTAKING** is given on 29 November 2024

**BY**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** ("LLDC") of Level 9, 5 Endeavour Square, Stratford, London E20 1JN ("the LPA"); and
- (2) **TRANSPORT FOR LONDON** of 5 Endeavour Square, Stratford, London E20 1JN ("TfL")

**IN FAVOUR OF** the Owner(s) of the Developer's Land in PDZ 5 from time to time.

**RECITALS**

*Background:*

- (A) On 9<sup>th</sup> March 2012 LLDC was established as a Mayoral Development Corporation under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for the land shown bounded by a black line on the map referred to in that Order.
- (B) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC is the owner of land transferred to it under various statutory transfer schemes and can exercise a range of powers over that land, including management, development and disposal to third parties. This land includes the Developer's Land in PDZ 5 the details of which are set out in Schedule 1 to this Deed
- (C) On 28 September 2012 the Original Permission was granted by the Olympic Delivery Authority (as the then Local Planning Authority) for a redevelopment of the Original Site distributed across Planning Delivery Zones ("PDZs") PDZ1, PDZ2, PDZ3, PDZ4, PDZ5, PDZ6, PDZ8 and PDZ12 and the Original Agreement was entered into by the Olympic Delivery Authority (as Local Planning Authority), LLDC (as Applicant) and Transport for London.
- (D) On 1<sup>st</sup> October 2012 LLDC became the local planning authority for the Original Site pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012 with its planning functions delegated to PPDT
- (E) Since the grant of the Original Permission various payments have been made and obligations have been discharged and Schedule 2 of this Deed is a summary of the payments made and obligations discharged on the date that this Deed was completed.
- (F) Since the grant of the Original Permission five subsequent permissions have been granted pursuant to section 73 of the 1990 Act for PDZs within the Original Site and are detailed in Annex 5 to this Deed. This Deed and the Draft Post Transition 106 Agreement and the Post Transition 106 Agreement reflect changes approved in the granting of the five subsequent permissions. Permission reference 21/00561/VAR ("the 4th s73") and permission reference 22/00216/VAR ("the 5th s73") have not been implemented so the current operative consent is the Third Section 73 Permission.
- (G) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Original Site including the Developer's Land in PDZ 5

*The need for Unilateral Undertakings*

- (H) LLDC recognises that as a matter of law, as both landowner and local planning authority it is unable to secure the obligations set out in the Draft Post Transition 106 Agreement by way of a bilateral agreement with itself through either a fresh agreement under section 106 of the 1990 Act or a variation of the Original Agreement
- (I) LLDC also recognises that while it is both Owner and LPA, it cannot enforce the obligations secured by this Deed against itself.
- (J) On 29 April 2014 the LLDC planning committee approved an Enforcement Protocol attached at Annex 3 and as approved by LLDC as amended from time to time.
- (K) The Enforcement Protocol provides that in the event the Original Agreement is to be varied as a result of the grant of a fresh application under s73 LLDC (as Local Planning Authority acting through PPDT) will agree to record the agreed variations through an amended version of the Original Agreement
- (L) The Enforcement Protocol also provides that if a breach of the terms of this Deed occurs while LLDC is both landowner and LPA, LLDC (as landowner) and PPDT will seek to resolve that breach in accordance with the terms of the Enforcement Protocol.

#### *The Split Out Applications*

- (M) On 11 September 2024 the London Legacy Development Corporation (Establishment and Planning Functions) (Amendment and Revocation) Order 2024 (SI 2024/918) was made and the Order comes into force on 1 December 2024. The effect of this Order is that from the Transition Date the function of local planning authority for the Original Site will be divided between the London Borough of Newham (PDZs 3, 6, 8A, 8B and 12), the London Borough of Hackney (PDZ 5) and the London Borough of Tower Hamlets (PDZ4)
- (N) In order to facilitate management of the planning function for the Original Site between the Planning Boroughs LLDC (as landowner) submitted the Split Out Applications to allow the restructuring of the Third S73 Permission into three permissions one for each of the administrative areas of the Planning Boroughs.
- (O) On the 23 July 2024 the LLDC (as Local Planning Authority) resolved in principle to approve the Split Out Applications subject to subject to conditions and the requirements of the Draft Post Transition 106 Agreement as secured by this Deed
- (P) The application which is the subject of this Deed is the Seventh S73 Amendment Application
- (Q) In its role as Local Planning Authority LLDC considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that the provision should be made for regulating the Revised Development in the manner set out in the Draft Post Transition 106 Agreement and is satisfied that the planning obligations contained in the Draft Post Transition 106 Agreement meet the three tests set out in Regulation 122 (2) (a) — (c) of the Community Infrastructure Levy Regulations 2010 (as amended).

#### *This Unilateral Undertaking*

- (R) The purpose of this Deed is to allow LLDC (as LPA) and TfL to agree unilaterally the terms of the Draft Post Transition 106 Agreement relevant to the Revised Development (as a replacement for the Original Agreement) and to agree to abide by the terms of and to

perform the LPA's and TfL's respective obligations set out in the Draft Post Transition 106 Agreement.

- (S) It is intended that TfL will enter into the Post Transition 106 agreement to record its role as the provider of public transport services and as the highway authority for some roads within the Original Site and to confirm that it will undertake to perform the covenants in clause 6 of the Post Transition 106 Agreement and obligations in Schedule 2 of the Draft Post Transition 106 Agreement
- (T) LLDC (as landowner) has also entered into the Reciprocal Undertaking and this Deed is to be read alongside the Reciprocal Undertaking
- (U) Notwithstanding that no third party with an interest in the Developer's Land in PDZ 5 is party to the Reciprocal Undertaking, Clause 7 of the Draft Post Transition 106 Agreement purports to vary site-wide obligations. With the particular intention of not prejudicing current Owners of land within the Developer's Land in PDZ 5, the LPA's covenants given herein to enforce the Draft Post Transition 106 Agreement (see Clause 3.1 of this Deed) are expressly given for the benefit of any Owner of the Developer's Land in PDZ 5.
- (V) If, while LLDC remains the local planning authority for the Developer's Land in PDZ 5 a third party acquires an interest in the Developer's Land in PDZ 5 the LPA intends that this Deed will be enforceable by such third party against it under the Contracts (Rights of Third Parties) Act 1999.

#### **OPERATIVE PROVISIONS:-**

##### **1. INTERPRETATION**

- 1.1 Save where provided otherwise, words and expressions used in this Deed have the meaning assigned to them in the Draft Post Transition 106 Agreement.
- 1.2 For the purposes of this Deed, the following words and expressions have the meanings assigned:

**1990 Act** means the Town and Country Planning Act 1990 (as amended).

**Confirmatory Deed** means a completed version of the Draft Confirmatory Deed entered into by the LPA, TfL and one or more relevant landowners.

**Developer** means the Developer as defined in the Draft Post Transition 106 Agreement.

**Developer's Land in PDZs 5** means the land shown edged red on Plan 1 listed in Annex 4 and the details of the interests LLDC owns in the Developer's Land in PDZ 5 as set out in Schedule 1 to this Deed.

**Draft Confirmatory Deed** means a deed in the form attached to this Deed at Annex 2.

**Draft Post Transition 106 Agreement** means the draft deed attached to this Deed at Annex 1.

**LPA** means the Local Planning Authority which at the date of this Deed is LLDC (acting through PPDT) for the area within which the Developer's Land in PDZ 5 is located and includes any successors in that function.

**LLDC** means the London Legacy Development Corporation.

**Original Agreement** means the agreement dated 28 September 2012 entered into pursuant to section 106 of the 1990 Act in respect of the Original Permission as deemed to be varied by the unilateral undertakings as set out in Annex 5.

**Original Permission** means permission for the legacy redevelopment of the Original Site granted by the Olympic Delivery Authority and given reference 11/90621/OUTODA (as varied by the planning applications set out in Annex 5).

**Original Site** means the land benefiting from the Original Permission prior to any variation.

**Owner** means anyone with an interest in the Developer's Land in PDZ 5

**The Planning Boroughs** means the London Borough of Newham (PDZs 3, 6, 8A, 8B and 12), the London Borough of Hackney (PDZ 5) and the London Borough of Tower Hamlets (PDZ4)

**Post Transition 106 Agreement** means a completed version of the Draft Post Transition 106 Agreement entered into by the LPA and one or more relevant landowners and TfL and for the avoidance of doubt this is intended to replace the Original Agreement insofar as it relates to the Developer's Land in PDZ 5

**PPDT** means Planning Policy and Decisions Team with powers delegated from the LLDC Board to carry out LLDC planning functions on behalf of the LLDC Board

**Previous (LPA and TfL) Undertakings** means the completed unilateral undertakings given by the LPA and TfL to the Owner as listed in Annex 5

**Previous Reciprocal (Owner) Undertakings** means the completed reciprocal unilateral undertakings given by the LLDC to the LPA and TfL as listed in Annex 5

**Reciprocal Undertaking** means a completed unilateral undertaking of even date with this Deed given by LLDC as landowner in which LLDC undertakes, amongst other things, to bind itself and its interests in the Developer's Land in PDZ 5 with the terms and obligations set out in the Draft Post Transition 106 Agreement to use all reasonable endeavours to procure that the London Borough of Hackney and TfL enter into the Post Transition 106 Agreement

**Revised Development** means the development to be carried out pursuant to the Sixth S73 Amendment Permission.

**Seventh S73 Amendment Application** means the application with reference 24/00116/VAR made pursuant to Section 73 of the Town and Country Planning Act 1990 to amend the Third S73 Planning Permission in so far as it relates to PDZ 5 in the Borough of Hackney

**Seventh S73 Amendment Permission** means the planning permission issued pursuant to the Seventh S73 Amendment Application.

**Split Out Applications** means 1) applications 24/00118/NMA and 24/00115/VAR in relation to PDZ3, PDZ6, PDZ8A, PDZ8B and PDZ12 in the London Borough of Newham, 2) applications 24/00125/NMA and 24/00116/VAR in relation to PDZ5 in the London Borough of Hackney and 3) applications 24/00119/NMA and 24/00117/VAR in relation to PDZ 4 in the London Borough of Tower Hamlets

**The Transition Date** means the 1<sup>st</sup> of December 2024

**Third S73 Permission** means the planning permission with reference 18/00471/VAR as varied by non-material amendments 20/00202/NMA, 20/00303/NMA and 20/00197/NMA.

## **2. OPERATION OF THIS UNILATERAL UNDERTAKING**

- 2.1 This unilateral undertaking is given by Deed entered into pursuant to section 201 of the Localism Act 2011 and section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999, and is conditional upon the completion of the Reciprocal Undertaking by the Owner.
- 2.2 The LPA and TfL intend that this undertaking shall be binding on both the LPA, TfL and their successors in function and shall be enforceable by the Owner and their successors in title.
- 2.3 While LLDC is both the Owner and the LPA, the LPA will comply with the terms of the Enforcement Protocol in respect of the obligations contained in this Deed and in the Draft Post Transition 106 Agreement.
- 2.4 In the event that the Owner, TfL and the London Borough of Newham enter into the Post Transition 106 Agreement then this Deed will have no further effect.
- 2.5 The LPA agrees to the withdrawal of the Previous Reciprocal (Owner) Undertakings and that they shall not enforce any of the terms of the Original Agreement against the Owner PROVIDED THAT this clause shall cease to apply in the event that the Reciprocal Undertaking ceases to be of effect pursuant to clause 2.10 of the Reciprocal Undertaking (and for the avoidance of doubt in those circumstances the Previous Reciprocal (Owner) Undertakings and the Previous (LPA and TfL) Undertakings shall be deemed not to have been withdrawn).

## **3. LPA'S AND TFL'S COVENANTS IN FAVOUR OF THE OWNER**

- 3.1 Subject to LLDC as landowner entering into the Reciprocal Undertaking the LPA and TfL each undertake for the benefit of any Owner of the Developer's Land in PDZ 5 that it will observe and perform the terms, obligations, covenants, undertakings, restrictions and agreements imposed respectively on the local planning authority and TfL by the Draft Post Transition 106 Agreement PROVIDED THAT this clause shall cease to apply in the event that the Reciprocal Undertaking ceases to be of effect pursuant to clause 2.10 of the Reciprocal Undertaking (and for the avoidance of doubt in those circumstances the Previous Reciprocal (Owner) Undertakings and the Previous (LPA and TfL) Undertakings shall be deemed not to have been withdrawn).

## **4. LEGAL BASIS**

- 4.1 This Deed is made under section 201 of the Localism Act 2011

## **5. RIGHTS OF THIRD PARTIES**

- 5.1 Save in respect of the Owner, no term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

## **6. CONFLICT**

6.1 In the event of any conflict between the terms of this Deed and of the completed Post Transition 106 Agreement the latter will take precedence.

7. LOCAL LAND CHARGE

7.1 This Deed is a local land charge and is intended to be registered as such by the London Borough of Newham.

IN WITNESS whereof the LPA and TfL have executed and delivered this unilateral undertaking as a Deed the day and year first above written

Executed as a deed by affixing THE COMMON SEAL of THE LONDON LEGACY DEVELOPMENT CORPORATION in the presence of:

*A Horigsuth*

Authorised signatory



EXECUTED AS A DEED by TRANSPORT FOR LONDON acting by its attorney

TfL 7923

Name: CHARLES CURICE

Signature of Attorney

*Charles Curice*

in the presence of:

Signature of witness

*Purdie*

Witness name (IN BLOCK CAPITALS):

AMANDA JANE PURDIE

Witness address:

197 Blackfriars Road

London SE1 8NJ

**The Developer's Land within PDZ 5**

**Registered Freehold Interests**

<b>PDZ5</b>		
EGL533902	EGL570920	

**Registered Leasehold Interests**

<b>PDZ5</b>		
AGL411945		



**Schedule 2 Summary of discharged obligations**

[INTENTIONALLY BLANK]

### Clause split into different types of obligations/actions

- Submission – a strategy or report is required to be approved by the LPA
- Conditional submission – a submission may be required in specific circumstances
- Payment – a financial contribution is required to be paid upon reaching a relevant trigger
- Conditional payment – a payment may be required to be paid in specified circumstances
- Notification – a notification is required
- Option – a party is able to exercise an option
- Action – some other action is required
- Conditional Action – an action may be required in specific circumstances
- Consultation – a party must undertake a consultation
- Conditional Consultation – a party must undertake a consultation in specific circumstances
- Compliance – compliance is required but no submission, payment or information required
- Other – none of the above

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
<b>SCHEDULE 2 - TRANSPORT</b>					
1.1.	<p>1.1 LLDC covenants with the LPA and with TfL to pay the Bus Service Enhancement Contribution to the LPA as follows:</p> <p>1.1.1 £315,000 (indexed) of the Bus Service Enhancement Contribution on or before Occupation of 700 (seven hundred) Residential Units permitted to be constructed across the Development;</p> <p>1.1.2 £65,588 (indexed) of the Bus Service Enhancement Contribution on or before the first anniversary of the payment made pursuant to paragraph 1.1.1 and each of the payments made pursuant to this paragraph is separately referred to as a "Payment"</p>	Payment	Developer	Paid (20/00354/106), second payment made 15/10/20	Retained for PDZ6 only
1.2	<p>The Developer covenants not to Occupy:</p> <p>1.2.1. more than 700 (seven hundred) Residential Units permitted to be constructed across the Development unless and until LLDC has made the payment set out in paragraph 1.1.1 above; any more Residential Units following the anniversary of the date of the payment made pursuant to paragraph 1.1.1</p> <p>1.2.2 unless and until LLDC has made the payment set out in paragraph 1.1.2 above;</p>	Compliance	Developer		Retained for PDZ6 only
1.3	<p>Within 7 (seven) Working Days of receipt of each payment (or any part of a Payment) the LPA shall notify TfL in writing of the total amount of the Bus Service Enhancement Contribution that the LPA is holding at the time of such notice.</p>	Notification	LPA	TfL have been notified	Retained for PDZ6 only
1.4	<p>TfL may at any time from the Commencement of the Development submit to LLDC and the LPA for consultation (such consultation to be for a minimum of 30 (thirty) Working Days) a Report detailing:</p> <p>1.4.1 its proposals for the relevant Bus Service Enhancements;</p> <p>1.4.2 without prejudice to the agreed content of any subsequent Bus Infrastructure Programme, whether such proposals require any Bus Infrastructure;</p> <p>1.4.3 the estimated cost (gross and net) of such Bus Service Enhancements, including the amount of funding (net) TfL requires from the Bus Service Enhancement Contribution (such amount to be less any Remaining Funds that TfL elects to offset pursuant to paragraph 3.3.1) PROVIDED THAT the gross cost of such Bus Service Enhancements cannot be in excess of the amount of the Bus Service Enhancement Contribution being held by the LPA at any one time pursuant to paragraph 1.1 and FURTHER PROVIDED THAT in the event that TfL elects to spend (or commit to spend), any amount of the Bus Service Enhancement Contribution pursuant to paragraph 1.10 TfL shall not be restricted by the amount (if any) of the Bus Service Enhancement Contribution held by the LPA at any one time but that the gross cost of such spending or commitment to spend shall not exceed the total amount of the Bus Service Enhancement Contribution or the total amount of that part of the Bus Service Enhancement Contribution that remains due to the LPA pursuant to paragraph 1.1;</p> <p>1.4.4 the estimated date for when the identified amount of funding (net) from the Bus Service Enhancement Contribution is likely to be required, including whether payments are to be phased; and</p> <p>1.4.5 the estimated timetable for delivery of such proposals (including any required Bus Infrastructure but without prejudice to the agreed content of any subsequent Bus Infrastructure Programme), taking into account the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and the Planning Permission.</p>	Consultation	TfL		Retained for PDZ6 only
1.5	<p>Following the consultation carried out pursuant to paragraph 1.4, TfL may at any time submit to LLDC and the LPA for consultation (such consultation to be for a minimum of 30 (thirty) Working Days) a draft Sponsored Route Agreement for the proposals detailed in the Report, such draft Sponsored Route Agreement to have regard to any reasonable written comments submitted to TfL by LLDC and/or the LPA during the consultation on the Report.</p>	Consultation	TfL		Retained for PDZ6 only
1.6	<p>Following the consultation carried out pursuant to paragraph 1.5 and where TfL still requires funding from Bus Service Enhancement Contribution for the proposals detailed in the draft Sponsored Route Agreement, TfL and the LPA shall make any amendments they both consider to be reasonably necessary to the draft Sponsored Route Agreement having regard to any reasonable written comments submitted by LLDC</p>	Other	TfL/LPA/Developer		Retained for PDZ6 only
1.7	<p>The LPA will not pay any part of the Bus Service Enhancement Contribution received from LLDC pursuant to paragraph 1.1 to TfL in respect of proposals detailed in a Report unless and until:</p> <p>1.7.1 paragraphs 1.4 to 1.6 (inclusive) have been complied with by TfL (unless TfL has obtained the prior written agreement of the LPA to any amendment to the requirements of paragraphs 1.4 to 1.6); and</p> <p>1.7.2 TfL has entered into a Sponsored Route Agreement with the LPA in respect of such proposals.</p>	Compliance	LPA		Retained for PDZ6 only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
1.8	The LPA shall pay to TfL the Net SRA Amount as set out in the completed Sponsored Route Agreement on such payment date or dates as set out in the completed Sponsored Route Agreement PROVIDED THAT TfL cannot require funds to be paid to it from the Bus Service Enhancement Contribution in excess of the amount of the Bus Service Enhancement Contribution being held by the LPA at any one time pursuant to paragraph 1.1.	Payment	LPA		Retained for PDZ6 only
1.9	TfL may submit such number of Reports and enter into such number of Sponsored Route Agreements as it considers necessary in order to carry out the relevant Bus Service Enhancements PROVIDED THAT LLDC cannot be required to pay to the LPA more than the total amount of the Bus Service Enhancement Contribution.	Option	TfL		Retained for PDZ6 only
1.10	TfL may spend (or commit to spend) sums equal to the whole or a part of the Bus Service Enhancement Contribution for Bus Service Enhancements at any time after the Commencement of the Development irrespective of the amount of the Bus Service Enhancement Contribution held by the LPA at any given time SUBJECT ALWAYS TO TfL in advance of spending (or committing to spend) such sums complying with paragraphs 1.4 to 1.6 (inclusive) and entering into a Sponsored Route Agreement with the LPA so as to obtain the prior agreement of the LPA to such spending (or commitment to spend).	Option	TfL		Retained for PDZ6 only
1.11	LLDC shall provide any information reasonably requested by TfL as soon as reasonably practicable to enable TfL to prepare the Report referred to in paragraph 1.4, such information to include the anticipated delivery of the Bus Routes and any variations made to the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and/or the Planning Permission.	Compliance	LLDC		Retained for PDZ6 only
1.12	Nothing in this paragraph shall fetter TfL's standard statutory consultation process in relation to Bus Service Enhancements	Other	TfL		Retained for PDZ6 only
1.13	Upon the first payment date set out in each completed Sponsored Route Agreement the LPA shall deposit into the LTG Funds the difference between the gross cost of the Bus Service Enhancements to be provided pursuant to the relevant Sponsored Route Agreement and the Net SRA Amount.	Payment	LPA		Retained for PDZ6 only
2.1	LLDC covenants with the LPA and with TfL that it shall: 2.1.1 pay £100,000 (one hundred thousand pounds) (indexed) from the Bus Infrastructure Contribution to TfL prior to the Occupation of more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development, and 2.1.2 pay £161,818.20 (one hundred and sixty one thousand eight hundred and eighteen pounds and twenty pence) (indexed) from the Bus Infrastructure Contribution to TfL prior to the Occupation of more than 2,500 Residential Units.	Payment	Developer	Paid (19/00451/106) pursuant to 2.1.1	2.1.1 retained for PDZ6 only 2.1.2 retained for PDZ4, 5, 8A and 8B
2.2	The Developer covenants with the LPA and with TfL that it shall not: 2.2.1 Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until £100,000 (one hundred thousand pounds) (indexed) from the Bus Infrastructure Contribution has been paid to TfL pursuant to paragraph 2.1.1; and 2.2.2 Occupy more than 2,500 (two thousand five hundred) Residential Units unless and until £161,818.20 (one hundred and sixty one thousand, eight hundred and eighteen pounds and twenty pence) (indexed) from the Bus Infrastructure Contribution has been paid to TfL pursuant to paragraph 2.1.2	Compliance	Developer		2.2.1 retained for PDZ6 only 2.2.2 retained for PDZ4, 5, 8A and 8B
2.3	TfL, the LPA and LLDC will use Reasonable Endeavours to agree the Bus Infrastructure Programme as soon as reasonably practicable following Commencement of Development.	Compliance	Developer/LPA/TfL		Deleted
2.4	No later than the Occupation of 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development, TfL, the LPA and LLDC shall agree the Bus Infrastructure Programme PROVIDED THAT in the event the anticipated delivery of the Bus Routes changes TfL, the LPA and LLDC shall agree any consequential variations to the Bus Infrastructure Programme as soon as reasonably practicable and having regard to the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and the Planning Permission.	Compliance	Developer/LPA/TfL		Deleted
2.5	TfL shall spend the Bus Infrastructure Contribution on the Bus Infrastructure in accordance with the Bus Infrastructure Programme (as may be varied in accordance with paragraph 2.4) and on the Bus Infrastructure required for the Bus Service Enhancements the subject of any completed Sponsored Route Agreement and which have been consulted on pursuant to paragraph 1.4.	Compliance	TfL		Retained for all PDZs except PDZ12
2.6	Further to paragraph 2.5, TfL may spend (or commit to spend) sums equal to the whole or a part of the Bus Infrastructure Contribution for Bus Infrastructure at any time after the Commencement of the Development irrespective of the amount of the Bus Infrastructure Contribution held by TfL at any given time SUBJECT ALWAYS TO TfL in advance of spending (or committing to spend) such sums agreeing the Bus Infrastructure Programme with the LPA and LLDC so as to obtain the agreement of the LPA and LLDC to the delivery of the Bus Infrastructure.	Compliance	TfL		Retained for all PDZs except PDZ12
2.7	The Bus Infrastructure may be provided in any such other locations or in any such other number of locations as agreed in writing between TfL, the LPA and LLDC PROVIDED THAT the agreement of TfL, the LPA and LLDC shall not be required where the actual location of the Bus Infrastructure deviates by less than 50m from the locations shown on the drawing contained in Appendix 8 (measured from the closest edges of the yellow markers (with the London Buses symbol within) on the said drawing) and PROVIDED FURTHER THAT TfL shall not be required to obtain the agreement of the LPA and LLDC where the actual location of the Bus Infrastructure is not within the Site or the Park	Compliance	TfL		Retained for all PDZs except PDZ12

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
2.8	<p>The Developer shall, if requested by TIL, in respect of Bus Routes on unadopted roads:</p> <p>a) grant TIL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TIL to enable all necessary access to install, clean, maintain and periodically replace the Bus Infrastructure;</p> <p>b) permit TIL and its agents, at no cost to TIL, to operate Scheduled Bus Services, set down and pick up passengers at designated bus stops and on bus stands within the Development, and will grant TIL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TIL, to facilitate the same; and</p> <p>c) permit people to access the carriageways and footways within the Development at all times for the purposes of boarding and alighting Scheduled Bus Services.</p> <p>2.8.2 The Developer shall, in respect of unadopted Bus Routes:</p> <p>a) maintain in good working order the Bus Routes on unadopted roads (including bus stops and bus stands) within the Development such that they remain suitable for safe use by Scheduled Bus Services (and associated passengers and drivers); and</p> <p>b) make available for use at all times by Scheduled Bus Services the unadopted Bus Routes within the Development (except when required to be closed for the purposes of an emergency, maintenance (in relation to which TIL is notified in writing 20 Working Days in advance) or as otherwise agreed in writing by the LPA in consultation with TIL).</p>	Compliance	Developer		Retained for all PDZs except PDZ12
3.1	TIL shall submit to the LPA and LLDC and the LTG a Review Report every 12 (twelve) months, the first Review Report to be submitted on the earlier of (a) the 12 (twelve) month anniversary of TIL and the LPA entering into the first Sponsored Route Agreement and (b) the 12 month anniversary of the start of the Bus Infrastructure Programme and the last report to be submitted on the later of (1) 4 (four) weeks after the expiration of the last Sponsored Route Agreement and (2) 4 (four) weeks after the conclusion of the Bus Infrastructure Programme.	Submission	TIL		Amended to report on request (does not apply to PDZ12)
3.2	Each Review Report to contain the following information:	Compliance	TIL		Retained and amended for all PDZs with bus service or infrastructure payments
3.2.1	progress in delivering the Bus Service Enhancements set out in the Sponsored Route Agreement, such progress to be compared against the timetable for delivery of such enhancements set out in the Report;				
3.2.2	progress in delivering the Bus Infrastructure required for the Bus Service Enhancements, such progress to be compared against the Bus Infrastructure Programme;				
3.2.3	details of TIL's expenditure (both actual and committed) for the previous 12 (twelve) month period of the amount received from the Bus Service Enhancement Contribution in respect of the Sponsored Route Agreement the subject of the Review Report;				
3.2.4	details of TIL's expenditure (both actual and committed) for the previous 12 (twelve) month period of the amount received from the Bus Infrastructure Contribution and applied to delivering the Bus Infrastructure required for the Bus Service Enhancements;				
3.2.5	details of TIL's forecast spend for the forthcoming 12 (twelve) month period of the amount received from the Bus Service Enhancement Contribution in respect of the Sponsored Route Agreement the subject of the Review Report; and				
3.2.6	details of TIL's forecast spend for the forthcoming 12 (twelve) month period of the amount received from the Bus Infrastructure Contribution and forecast to be applied to delivering the Bus Infrastructure required for the Bus Service Enhancements.				
3.3	In the event that the final Review Report submitted to the LPA in respect of any Sponsored Route Agreement identifies unspent and/or uncommitted funds from the Bus Service Enhancement Contribution and/or the Bus Infrastructure Contribution ("Remaining Funds"),	Option/ payment	TIL		Retained and amended for all PDZs with bus service or infrastructure payments
3.3.1	where there is to be a proceeding Sponsored Route Agreement, TIL may elect to retain such Remaining Funds to offset such Remaining Funds from any future funding (net) that it requires from the Bus Service Enhancement Contribution; or				
3.3.2	where this is no proceeding Sponsored Route Agreement or where TIL does not make an election pursuant to paragraph 3.3.1, TIL shall pay the Remaining Funds to the LPA together with associated interest (such interest to be calculated in respect of each part of the Bus Service Enhancement Contribution paid by the LPA to TIL from the date of receipt of such part until the date of payment by TIL to the LPA) within 20 (twenty) Working Days of submitting the Review Report to the LPA pursuant to paragraph 3.1.				
3.4	In the event that the LPA receives any Remaining Funds from TIL pursuant to paragraph 3.3, the LPA shall add such Remaining Funds to the LTG Funds by depositing the Remaining Funds into the LTG Account for the LTG to apply in accordance with LTG Operating Procedures (having regard to the Outline Site Wide Phasing Plan, the Development Parcel Phasing Plans and the Planning Permission).	Compliance	TIL		Deleted
3.5	In the event that on the fifth anniversary of the Completion of the Development the LPA holds all or part of the Bus Service Enhancement Contribution paid to it by the Developer pursuant to paragraph 1.1 (Error Reference source not found), that is not otherwise committed funds under a completed Sponsored Route Agreement, the LPA shall add such funds to the LTG Funds by depositing such funds into the LTG Account for the LTG to apply in accordance with LTG Operating Procedures (having regard to the Outline Site Wide Phasing Plan, the Development Parcel Phasing Plans and the Planning Permission).	Compliance	LPA		Deleted
4.1	The Developer shall notify the LPA in writing in the event any roads that form part of the Development are to be dedicated as highway maintainable at the public expense and shall use Reasonable Endeavours to secure the adoption of such roads as highway maintainable at the public expense by entering into such necessary agreements as may be required by the Relevant Local Highway Authority.	Notification	Developer		Retained
4.2	The Developer covenants to pay the CPFZ Contribution to the Relevant Local Highway Authority in accordance with the terms of any agreement entered into under section 38 of the Highways Act 1980 or under any other enabling legislation.	Conditional payment	Developer		Retained

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
4.3	For the avoidance of doubt save where expressly stated to the contrary in respect of specific roads, nothing in this Agreement shall be taken as evidence of the Developer's intention to dedicate any road that forms part of the Development.	Other			Retained
5.1	At the same time as submitting the site wide car parking management strategy to the LPA for approval pursuant to Condition LCS0.204, the Developer shall also submit to the LPA for Approval: 5.1.1 the PDZ Car Club Allocation; 5.1.2 the options of the financial incentives, and other measures on which the PDZ Car Club Allocation could be spent to encourage residents and occupiers of the Development to use the Car Club; 5.1.3 details as to how the PDZ Car Club Allocation and the options of the financial incentives and other measures are to be reviewed to enable the most effective use of the Car Club Contribution to encourage residents and occupiers of the Development to use the Car Club (together the "Car Club Details").	Submission	Developer	Discharged (13/00049/AOD - See informative 1, and 13/00270/106)	Deleted
5.2	The Developer shall not Occupy any Residential Units across the Development until the LPA has Approved the Car Club Details.	Compliance	Developer		Deleted
5.3	In respect of each PDZ, subject to paragraph 5.5, from Occupation of any Residential Units in that PDZ the Developer shall use Reasonable Endeavours to enter into a contract for a Car Club for that PDZ on commercially viable terms with an operator who has experience of running similar schemes	Compliance	Developer	Discharged (19/00121/106 for PDZ6, Chobham Manor Phases 1 and 2)	Amended to be PDZ-specific
5.4	In the event the Developer does enter into a contract with a car club operator and the PDZ the subject of the Car Club is identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details, the Developer shall, subject to paragraph 5.8, spend that PDZ Car Club Allocation on one or more of the financial incentives or other measures identified in the Approved Car Club Details.	Compliance	Developer		Amended to be PDZ-specific
5.5	In the event that the use of Reasonable Endeavours to enter into a contract for a Car Club in any PDZ in accordance with paragraph 5.3 does not result in completion of a contract with a car club operator as at the Occupation of 50% of the Residential Units in that PDZ, the Developer shall submit a detailed written statement to the LPA for Approval explaining why a contract for the Car Club has not been entered into (the "Car Club Statement") and the obligation in paragraph 5.3 shall fall away upon the Approval of the Car Club Statement.	Other	Developer		Amended to be PDZ-specific
5.6	Where a Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5 is to be Approved and the PDZ the subject of such Car Club Statement is identified in the Approved Car Club Details as having a PDZ Car Club Allocation, the Approval to the Car Club Statement shall either: 5.6.1 state that that PDZ Car Club Allocation is to be redistributed to other PDZs identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details; or 5.6.2 identify the measures detailed in the Zonal Travel Plan for that PDZ on which the PDZ Car Club Allocation for that PDZ is to be spent together with a timetable for the implementation of those measures PROVIDED THAT the cost of such measures shall not exceed the amount of the PDZ Car Club Allocation for the applicable PDZ.	Other	Developer		Amended to be PDZ-specific. 5.6.1 deleted for all
5.7	Where the Approval to the Car Club Statement (such Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5) identifies measures on which the applicable PDZ Car Club Allocation is to be spent (pursuant to paragraph 5.6.2), the Developer shall spend such PDZ Car Club Allocation on the identified measures in accordance with the timetable for implementation as set out in the Approval.	Compliance	Developer		Amended to be PDZ-specific
5.8	The Developer and the LPA may agree that where an amount less than a PDZ Car Club Allocation is needed on one or more of the financial incentives or other measures identified in the Approved Car Club Details in respect of any Car Club in any PDZ, the relevant PDZ Car Club Allocation shall be so reduced and the amount not spent shall: 5.8.1 be redistributed to other PDZs identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details; or 5.8.2 the LPA and the Developer shall identify measures detailed in the Zonal Travel Plan for that PDZ on which such amount is to be spent together with a timetable for the implementation of those measures and the Developer shall spend such amount on the identified measures in accordance with the timetable for implementation as set out in the Approval.	Option	Developer/LPA		Amended to be PDZ-specific
6	Not Used	Action	Developer	Discharged (13/00068/AOD)	Deleted
7.1.1	LLDC covenants with the LPA and with TL that by no later than 31 December 2012 it shall, at its sole expense, establish and thereafter operate the LTG in accordance with the LTG Operating Procedures.	Compliance	Developer	See 7.1.1	Deleted
7.1.2	The Developer covenants with the LPA and with TL that it shall not submit the first ZMP for the Development unless and until the LTG has been established in accordance with paragraph 7.1.1.	Other	N/A		Deleted
7.1.3	The LPA hereby approves the LTG as the replacement group to the OPTEMS Group and in accordance with Part B of Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2) upon the date the LTG is established pursuant to paragraph 7.1.1, the OPTEMS Group shall cease to operate and the LTG shall inherit the Unspent OPTEMS Contribution and such aims and objectives of the OPTEMS Group as are detailed in the LTG Operating Procedures.	Compliance	LLDC		Deleted
7.1.4	LLDC covenants with the LPA and with TL that it shall use Reasonable Endeavours to ensure that the LTG shall exist from its establishment until 31 December 2031 (unless otherwise agreed with the LPA to either bring forward this date or to extend this date) and the LPA shall endeavour in good faith to support LLDC in this respect.	Compliance	LLDC		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
7.2.1	<p>a) Within 10 (ten) Working Days of the date of this Agreement the LPA shall set up the LTG Account on the following terms:</p> <ol style="list-style-type: none"> <li>i. in the name of the LPA;</li> <li>ii. to be of a kind that attracts interest at no less than the rate that can be secured for deposits on the London Interbank Market for withdrawal at one month's notice; and</li> <li>iii. two signatories to be nominated who may sign for withdrawals from the LTG Account.</li> </ol> <p>b) Monies shall from time to time be drawn down from and paid out of the LTG Account in order to make payments under paragraph 7.6. <b>Error! Reference source not found.</b></p> <p>c) The LPA shall request from the institution administering the LTG Account that they send an itemised statement detailing all interest accruing to and all payments out of the LTG Account monthly to both LLDC (for the attention of: General Counsel) and to the LPA (for the attention of: the Director of Planning Decisions).</p> <p>d) The interest accruing in the LTG Account will form part of the LTG Funds.</p> <p>e) Draw down from and payments out of the LTG Account shall be by the instruction of the LPA requiring one of the two signatories nominated under paragraph 7.2.1(a)(iii).</p>	Compliance	LPA		Deleted
7.2.2	<p>a) Subject to the provisions in paragraph 7.2.2(b) and unless otherwise agreed between the LPA and LLDC, the LTG Account shall be closed on LTG ceasing to exist pursuant to paragraph 7.1.4.</p> <p>b) If the LTG ceases to exist pursuant to paragraph 7.1.4 and at such date LTG Funds remain unspent and uncommitted, such remaining and uncommitted LTG Funds shall be spent or committed by agreement between the Members of the LTG (having regard to the aims and objectives of the LTG as set out in the LTG Operating Procedures) PROVIDED THAT if such agreement cannot be reached within a period of 6 (six) months from the date the LTG ceases to exist such spending and commitment shall be determined by the LPA and LLDC having due regard to the aims and objectives of the LTG as set out in the LTG Operating Procedures and upon the LTG Account ceasing to have a credit balance of more than £1 (one pound) following the re-allocation of the remaining LTG Funds in accordance with this paragraph, the LTG Account shall be closed.</p>	Compliance	LPA		Deleted
7.3.1	LLDC covenants with the LPA and with TfL that it shall not Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until it has deposited into the LTG Account £50,000 (fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution to enable a Member or Members of the LTG to apply to the LTG for funds so as to contribute to the design work on the Stratford Regional Station Works, such draw down of funds to be requested pursuant to paragraph 7.6 and to be capped at £50,000 (Indexed).	Payment	LLDC	Paid (18/00450/106)	Retained for PDZ6 only
7.3.2	LLDC covenants with the LPA and with TfL that it shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account £150,000 (one hundred and fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution to be applied for the purpose of the Stratford Regional Station Works.	Compliance	LLDC	Paid (18/00450/106)	Retained for PD5 only
7.3.3	The Developer covenants with the LPA and with TfL that it shall not Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until £50,000 (fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.3.1.	Payment	Developer	Paid (18/00450/106)	Retained for PDZ6 only
7.3.4	The Developer covenants with the LPA and with TfL that it shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until £150,000 (one hundred and fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.3.2.	Compliance	Developer	Paid (18/00450/106)	Retained for PD5 only
7.4.1	LLDC covenants with the LPA and with TfL that it shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited the Hackney Wick Station Contribution into the LTG Account to be applied for the purpose of the Hackney Wick Station Works.	Payment	LLDC	Paid (17/00343/106)	Retained for PD5 only
7.4.2	The Developer covenants with the LPA and with TfL that it shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until the Hackney Wick Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.4.1.	Compliance	Developer	Paid (17/00343/106)	Retained for PD5 only
7.5.1	LLDC covenants with the LPA and with TfL that it shall not: <ol style="list-style-type: none"> <li>a) Occupy more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account £900,000 (five hundred thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of: <ol style="list-style-type: none"> <li>i. the Leyton Station Works (of which no more than £50,000 (fifty thousand pounds) (Indexed) shall be applied);</li> <li>ii. Lea Interchange Study (of which no more than £50,000 (fifty thousand pounds) (Indexed) shall be applied); and</li> <li>iii. such other works forming the Off Site Junction Works and the Pedestrian and Cycle Connection Works;</li> </ol> </li> </ol>	Payment	LLDC	Paid (20/00355/106)	Deleted and/or amended to reflect payment of £500,000. Updated triggers included for PDZ4.
	b) Occupy more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account £850,000 (eight hundred and fifty thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of the Offsite Junction Works and the Pedestrian and Cycle Connection Works; and	Payment	LLDC		Amended to and split between PDZ4, 5, 8A, 8B, and 12
	c) Occupy more than 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account £137,943.14 (one hundred and thirty seven thousand	Payment	LLDC		Amended and applied to PDZ8B only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
7.5.2	<p>nine hundred and forty three pounds and fourteen pence) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of the Offsite Junction Works and the Pedestrian and Cycle Connection Works. The Developer covenants with the LPA and with TfL that it shall not Occupy:</p> <p>a) more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until £500,000 (five hundred thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(a);</p> <p>b) more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until £850,000 (eight hundred and fifty thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(b); and</p> <p>c) more than 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development unless and until £137,943.14 (one hundred and thirty seven thousand nine hundred and forty three pounds and fourteen pence) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(c).</p>	Compliance	Developer		Deleted
7.6.1	<p>Payments from the LTG Funds will be made by the LPA from the LTG Account in accordance with the provisions of this paragraph 7.6 and, at all times, in accordance with the procedure set out at paragraph 7.2.1.</p>	Compliance	Developer		Amended to remove reference to the site-wide trigger and amounts split for PDZ4, 5, 8A, 8B and 12 only
7.6.2	<p>for payment from the LTG Funds of:</p> <p>a) part or all of the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution and/or the Stratford Regional Station Contribution for the purpose of any works or measures of any kind for which contributions have been made pursuant to this Schedule 2; and/or</p> <p>b) part or all of the Unspent OPTEMS Contribution for the purpose of achieving the aims and objectives of the LTG as set out in the LTG Operating Procedures; and/or</p> <p>c) part or all of any other deposits made pursuant to this Schedule 2 for the purpose of achieving the aims and objectives of the LTG as set out in the LTG Operating Procedures</p> <p>d) the LPA agrees that it shall (subject to receiving the approvals from the LTG required pursuant to paragraph 7.6.3 and subject to paragraphs 7.6.4 and 7.6.6) pay to the Requesting Member from the LTG Account the amounts payable in respect of that request.</p>	Compliance	Developer		Amended to remove reference to the site-wide trigger and retained as part of PDZ8A payment only
7.6.3	<p>Payments from the LTG Funds will be paid subject to the Requesting Member having first submitted to, and received approval from, the LTG the following:</p> <p>a) detailed proposals for the works or measures to be carried out; and</p> <p>b) a cost plan setting out the costs of the proposed works or measures (including designing the works or measures, any associated works to services and/or utilities, professional fees and the costs of tendering and entering into any contract in respect of the works or measures); and</p> <p>c) the programme for carrying out the works or measures.</p>	Compliance	Developer		Deleted
7.6.4	<p>Payments from the LTG Funds will be paid subject to:</p> <p>a) in respect of LTG approval being given for requests of part or all of the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution and/or the Stratford Regional Station Contribution, the payments being phased so that they are made only as required to meet the transport needs of the Development (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);</p> <p>b) in respect of LTG approval being given for requests of part or all of the Unspent OPTEMS Contribution, the payments being phased so that they are made only as required by need (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);</p> <p>c) in respect of LTG approval being given for requests of part or all of any other deposits made pursuant to this Schedule 2, the payments being phased so that they are made only as required by need (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);</p> <p>d) the LPA not being required to pay to the Requesting Member:</p> <ol style="list-style-type: none"> <li>i. in respect of Requesting Members applying for funds from the Stratford Regional Station Contribution, an amount that, taken in aggregate with any other payments made from the Stratford Regional Station Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.3 (including any interest applied to such amount);</li> <li>ii. in respect of Requesting Members applying for funds from the Hackney Wick Station Contribution, an amount that, taken in aggregate with any other payments made from the Hackney Wick Station Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.4 (including any interest applied to such amount); and</li> <li>iii. in respect of Requesting Members applying for funds from the Offsite Junctions and Connections Contribution, an amount that, taken in aggregate with any other payments made from the Offsite Junctions and Connections Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.5 (including any interest applied to such amount and any additions to the Offsite Junctions and Connections Contribution pursuant to paragraphs 7.6.10 and 7.6.11).</li> </ol> <p>e) reasonable evidence being provided to the LPA that all necessary third party and other consents have either been obtained or that there is a reasonable prospect of such third party and other consents being obtained.</p>	Compliance	LPA		Deleted



Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
7.6.5	Where funds in excess of the Stratford Regional Station Contribution (or the cap in paragraph 7.3.1) or the Hackney Wick Station Contribution or the Offsite Junctions and Connections Contribution (or the caps set out in paragraphs 7.5.1(a)(i) and 7.5.1(a)(ii)) are needed in respect of Stratford Regional Station Works, Hackney Wick Station Works or the Offsite Junction Works and the Pedestrian and Cycle Connection Works (as applicable), a Requesting Member may apply, and the LTG may approve, for such excess funds to be committed from the Unspent OPTEMS Contribution and/or any other deposits made pursuant to this Schedule 2.	Option	LPA, Requesting Members		Deleted
7.6.6	Where funding is required by a Requesting Member to procure any initial design, consultation or feasibility studies before it can receive any necessary third party and other consents or otherwise implement the requirements of paragraphs 7.6.2, 7.6.3 and 7.6.4 then the LPA shall make an initial payment from the LTG Account to that Requesting Member in respect of that Requesting Member's reasonable estimated costs in respect of such design, consultation or feasibility studies.	Compliance	LPA		Deleted
7.6.7	All Requesting Members who receive funding from the LTG Funds in accordance with this paragraph 7.6 shall report to the LTG on and provide substantiation of its actual incurred costs within a reasonable period (not to exceed three months) following implementation of the agreed measure(s) in respect of which such funding was provided. In the event that a surplus of funding from the LTG Funds received is identified through this process of substantiation, such surplus shall be deducted from any funding for future measures to be undertaken by that Requesting Member OR if there are no such future planned measures identified within 12 (twelve) months of such surplus being notified to that Requesting Member by the LPA, such Requesting Member shall refund the relevant part of the LTG Funds (with any accrued interest on the amount thereon) within 20 (twenty) Working Days of written demand and such sum shall be returned to the LTG Funds and credited against relevant contribution or deposit from which it was originally deducted.	Submission	Requesting Members		Deleted
7.6.8	If within 12 months of receiving funding from the LTG Funds in accordance with this paragraph 7.6 a Requesting Member has not implemented the works or measures for which it has received funding, the Requesting Member is to repay all such unspent and uncommitted funding to the LPA together with associated interest within 20 (twenty) Working Days of the first anniversary of receiving the funding and the LPA shall return such funding to the LTG Funds and credit it against the relevant contribution or deposit from which it was originally deducted	Conditional payment	Requesting Members		Deleted
7.6.9	Any funding provided to a Requesting Member pursuant to this paragraph 7.6 shall be made subject to the requirements in paragraphs 7.6.7 and 7.6.8 and with a requirement that the Requesting Member shall provide to LLDC an annual report on the delivery and progress of the works or measures for which it has received funding together with a breakdown of how much of the received funding it has spent and/or committed to delivering and progressing such works or measures.	Compliance	Requesting Members		Deleted
7.6.10	In the event that by 2025 or the date that the LPA, TTL and LLDC agree that the Hackney Wick Station Works do not have a realistic prospect of being progressed (whichever is the earlier) all or part of the Hackney Wick Station Contribution remains uncommitted, such amount that remains uncommitted shall be added to the Offsite Junctions and Connections Contribution.	Option	LPA, TTL, LLDC	Works Completed	Deleted
7.6.11	In the event that by 2025 or the date that the LPA, TTL and LLDC agree that the Stratford Regional Station Works are not likely to proceed (whichever is the earlier) all or part of the Stratford Regional Station Contribution remains uncommitted, such amount that remains uncommitted shall be added to the Offsite Junctions and Connections Contribution.	Option	LPA, TTL, LLDC	Works Completed	Deleted
7.6.12	Where funding is required by LLDC to prepare any monitoring and review reports that are agreed between LLDC and LTG pursuant to paragraph 8.4, then the LPA shall pay from the LTG Account to LLDC the reasonable costs incurred by LLDC in preparing such monitoring and review reports.	Conditional Payment	LPA		Deleted
8.1	In order to monitor the delivery and progress of transport mitigation schemes, LLDC shall produce and submit to the LTG an annual review of the implementation, status and costs of the transport mitigation schemes that have received funding from the LTG Funds, such annual review to be collated from the reports submitted to LLDC from the Requesting Members pursuant to paragraph 7.6.9	Submission	LLDC		Deleted
8.2	Each annual review required pursuant to paragraph 8.1 shall be provided by LLDC to the LTG no later than 2 (two) months prior to each anniversary of the first LTG meeting.	Compliance	LLDC		Deleted
8.3	By 31 December 2018 (or on such other date as may be agreed with the LPA), LLDC shall use reasonable endeavours to produce and submit to the LPA and the LTG a traffic flow data report, such report to contain as a minimum the following information: i. Peak AM and PM weekday periods (07.00 to 10.00 and 16.00 to 19.00) traffic flow data (sources and methodology to be agreed in advance with the Local Planning Authority) for a period of two weeks (excluding school holidays) on key highway links at locations to be agreed with the LPA, to include, so far as reasonably practicable: (a) the Primary Roads within the Site; (b) the Secondary Roads within the Site; (c) the entry routes into the Site which may include: (i) Temple Mill Lane (North and East); (ii) Waterden Road/Lea Interchange; (iii) White Post Lane; (iv) Monier Road; and (v) Marshgate Lane/Pudding Mill Lane (d) Leyton Road to the east of the Development; and ii. Department of Transport and TTL permanent count locations summary local to the Development to the extent available.	Submission	LLDC	Discharged (19/00136/106)	Deleted
8.4	LLDC shall prepare the traffic flow data report required pursuant to paragraph 8.3 at its sole expense.	Compliance	LLDC	See 8.3	Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
9.1	<p>The LPA shall confirm whether or not it approves the Car Club Details and the Car Club Statement within:</p> <ul style="list-style-type: none"> <li>i. 20 (twenty) Working Days of receipt of such Car Club Details and the Car Club Statement from the Developer; or</li> <li>ii. where the LPA decides that it needs to report such Car Club Details and/or the Car Club Statement to its planning committee, 40 (forty) Working Days of receipt of such Car Club Details and/or the Car Club Statement</li> </ul> <p><b>PROVIDED THAT</b> where paragraph 9.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of the Car Club Details and the Car Club Statement and <b>FURTHER PROVIDED THAT</b> in the event the LPA refuses to approve the Car Club Details and/or the Car Club Statement the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.</p>	Compliance	LPA		Amended to be PDZ-specific and consistent with changes to paragraph 5
<b>SCHEDULE 3 – AFFORDABLE HOUSING</b>					
1.1	Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 36% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units.	Compliance	LLDC		Deleted
1.2	Not less than 28% of the total number of Residential Units constructed in PDZ6 shall be provided as Affordable Housing Units.	Compliance	Developer		Retained for PDZ6 only
1.3	Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ4, PDZ5 and PDZ6 the following percentages of the total number of Residential Units constructed in each PDZ or SPDZ shall be provided as Affordable Housing Units: SPDZ 8A: 35% SPDZ 8B: 46% PDZ 12: 53%	Compliance	Developer		Amended to be PDZ-specific and applied to PDZ8A, 8B, and 12 only
1.3A.1	<b>PROVIDED THAT</b> nothing in this paragraph 1.3 shall prevent the Developer from providing Affordable Housing Units in each PDZ or SPDZ in excess of the above percentages.	Compliance	Developer		Amended to be PDZ-specific and applied to PDZ4 and 5 only
1.3A.2	Subject to 1.3A.2 not less than thirty four percent (34%) of the total number of Residential Units constructed in each of PDZ4 and PDZ5 shall be provided as Affordable Housing Units and no viability review (as set out in Schedule 15) shall be carried out in respect of PDZ4 or PDZ5. <b>PROVIDED THAT</b> nothing in this paragraph 1.3A.1 shall prevent the Developer from providing Affordable Housing Units in excess of the percentage stated in this paragraph 1.3A.1.	Compliance	Developer		Amended to be PDZ-specific and applied to PDZ4 and 5 only
1.4	It is agreed that PDZ 5 may provide between thirty three percent (33%) and thirty four percent (34%) of the total number of Residential Units constructed in PDZ5 as Affordable Housing Units. <b>PROVIDED THAT</b> the percentage of Residential Units constructed and provided in PDZ4 as Affordable Housing Units is increased proportionately to ensure that across PDZ4 and PDZ5 not less than thirty four percent (34%) of the total number of Residential Units constructed shall be provided as Affordable Housing Units.	Compliance	Developer		Deleted
1.4.1	Notwithstanding the operation of the viability review mechanism pursuant to Schedule 15: 1.4.1 not less than 20% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units, such minimum to be applied across the Development in accordance with paragraphs 1.4.2 to 1.4.4 below;	Compliance	LLDC		Deleted
1.4.2	Following the approval of each ZMP or SZMP by the LPA pursuant to Condition LCS0.1, the percentage of Affordable Housing Units approved pursuant to all approved ZMPs and SZMPs shall be not less than 20% (and in the case of all approved ZMPs and SZMPs for PDZ4 and PDZ5 not less than 30%) of the total number of Residential Units so approved, and the parties agree that the LPA shall be entitled to refuse any ZMP or SZMP which if approved would not comply with this paragraph;	Compliance	Developer		Amended to be PDZ-specific
1.4.3	Following the approval of each Reserved Matters application pursuant to Condition LCS0.27, the percentage of Affordable Housing Units approved pursuant to all Reserved Matters Approvals shall be not less than 20% (and in the case of all Reserved Matters Approvals for PDZ4 and PDZ5 not less than 30%) of the total number of Residential Units so approved, and the parties agree that the LPA shall be entitled to refuse any Reserved Matters Application which if approved would not comply with this paragraph; and	Compliance	Developer		Deleted for PDZ4 and 5
1.4.4	Based on the Outline Site Wide Phasing Plan as amended pursuant to application 14/00035/AOD and approved on [drafting note: use date of unilateral undertaking given by LLDC] and other than in PDZ4, PDZ5 and PDZ6, not less than the following percentages of the total number of Residential Units constructed in each PDZ or SPDZ (as applicable) shall be provided as Affordable Housing Units: SPDZ 8A: 28% SPDZ 8B: 22% PDZ 12: 15%	Compliance	LLDC		Amended to be PDZ-specific and applied to PDZ8A, 8B, and 12 only
2.1	<b>PROVIDED THAT</b> in the event that approved amendments to the Outline Site Wide Phasing Plan and/or any Development Parcel Phasing Plan change the sequence of Development the Developer may submit to the LPA for Approval a revised version of the above table which, once Approved, shall replace the table in this paragraph 1.4.4 and <b>FOR THE AVOIDANCE OF DOUBT</b> the provisions shall apply without prejudice to paragraphs 1.4.1 to 1.4.3 which shall always apply. Save for PDZ4 and PDZ5 and subject to the operation of the viability review mechanism pursuant to Schedule 15 the tenure of the Affordable Housing Units shall be provided in the following proportions: Social Rented Units: 30% Affordable Rented Units: 30% Intermediate Units: 40%	Compliance	Developer		Amended to be PDZ-specific
2.2	The tenure of the Affordable Housing Units in PDZ 6 shall be provided in the following proportions (stated as a proportion of Residential Units in PDZ6): Social Rented Units: 8.5%	Compliance	Developer		Retained for PDZ6 only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
	Affordable Rented Units: 8.5% Intermediate Units: 11%				
2.3	Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ4, PDZ5 and PDZ6 the tenure of the Affordable Housing Units in each PDZ or SPDZ (as applicable) shall be provided in the following proportions (stated as a percentage of Residential Units in that PDZ or SPDZ): SPDZ 8A: Social Rented 11% Affordable Rented Units 11% Intermediate Units 12% SPDZ 8B: Social Rented 14% Affordable Rented Units 14% Intermediate Units 18% PDZ 12: Social Rented 15% Affordable Rented Units 15% Intermediate Units 23%	Compliance	Developer		Amended to be PDZ-specific and applied to PDZ8A, 8B, and 12 only
2.3A	The tenure of the Affordable Housing Units in the PDZ4 and PDZ5 shall be provided in the following proportions (stated as a percentage of the Residential Units in the relevant PDZ): PDZ4 and PDZ5: Social Rented Units 11%; London Affordable Rented Units 3%; Affordable Rented Units 9%; Intermediate Units 11%	Compliance	Developer		Retained for PDZ4 and 5 only
3.1	The Affordable Housing Units in PDZ6 shall comprise the following unit size mix: Social Rented: Studio, 1 & 2 bed units 15%; Family Housing 85% Affordable Rented: Studio, 1 & 2 bed units 15%; Family Housing 85% Intermediate: Studio, 1 & 2 bed units 38%; Family Housing 62%	Compliance	Developer		Retained for PDZ6 only
3.2	Subject to the operation of the viability review mechanism pursuant to Schedule 15 the following Site Wide ranges of unit size mix shall apply to PDZ8 and PDZ12, the precise mix for each PDZ or SPDZ (as applicable) (which shall be in the ranges set out below) to be approved by the LPA as part of the ZMP for each PDZ or SZMP for each SPDZ (as applicable): Social Rented: Studio, 1 & 2 bed units 39-43%; Family Housing 57-61% Affordable Rented: Studio, 1 & 2 bed units 39-43%; Family Housing 57-61% Intermediate: Studio, 1 & 2 bed units 82-87%; Family Housing 13-18%	Compliance	Developer		Amended to be PDZ-specific and applied to PDZ8A, 8B, and 12 only
3.2A	In respect of PDZ4, the Affordable Housing Units shall be provided within the following ranges of unit size mix, the precise mix (in the ranges set out below) to be set out in the ZMP and approved by the LPA pursuant to condition LCS0.1: Social Rented: Studio, 1 & 2 bed units 40-51%; Family Housing 49-60% Affordable Rented: Studio, 1 & 2 bed units 21-42%; Family Housing 58-79% London Affordable Rented: Studio, 1 & 2 bed units 30-52%; Family Housing 48-70%	Compliance	Developer		Retained for PDZ4 only
3.2A.1	In respect of PDZ5, the Affordable Housing Units shall be provided within the following ranges of unit size mix, the precise mix (in the ranges set out below) to be set out in the ZMP and approved by the LPA pursuant to condition LCS0.1: Social Rented: Studio, 1 & 2 bed units 39-64%; Family Housing 36-61% Affordable Rented: Studio, 1 & 2 bed units 34-59%; Family Housing 41-56% London Affordable Rented: Studio, 1 & 2 bed units 28-50%; Family Housing 50-72% Intermediate: Studio, 1 & 2 bed units 76-87%; Family Housing 13-24%	Compliance	Developer		Retained for PDZ4 only
4.1	Where in this Schedule the number of Affordable Housing Units of any particular tenure, size, or mix is specified as a percentage the actual number of Affordable Housing Units of that tenure, size, or mix, to be provided will be the number of whole units that is as near as arithmetically possible to the specified percentage.	Compliance	Developer		Retained
4.2	Not less than 13% of Social Rented Units, Affordable Rented Units and London Affordable Rented Units which are provided as Family Housing shall be provided at ground floor level (save in respect of any upper storeys forming part of the unit) so they have a direct ground floor entrance.	Compliance	Developer		Retained and amended for PDZ4 and 5 to reflect RMA approvals
5.1	Save in respect of PDZ6 the Developer and the Affordable Housing Provider shall use Reasonable Endeavours to secure Grant Funding for the Affordable Housing Units in each PDZ and SPDZ.	Compliance	Developer	See 20/00285/106	Amended and retained for all PDZs except PDZ6
5.2	The LPA shall provide such non-financial support as may be reasonably requested by the Developer and/or Affordable Housing Provider in respect of any applications for Grant Funding pursuant to paragraph 5.1 above.	Compliance	LPA		Retained
5.3	In the event Grant Funding is offered or secured in respect of the Affordable Housing Units (or any of them) subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary in order to deliver the relevant Affordable Housing Units 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.	Conditional Action	LPA/Developer		Retained
6.1	The rent payable by the occupant of any Social Rented Unit shall not exceed the Target Rent, such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%.	Compliance	Developer		Retained
6.2	The rent payable by the occupant of any Affordable Rented Unit in PDZ4, PDZ5 and PDZ6 shall not exceed the percentages of Market Rent set out in the table below, such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%. For the avoidance of doubt on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent charged does not exceed the below percentages. Studio/1 bed units: 80% 2 bed units: 70%	Compliance	Developer		Amended to be PDZ-specific and retained for PDZ4, 5, and 6

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
6.3	<p>3 bed units: 60% 4 and 5 bed units: 50%</p> <p>The percentage of Market Rent applicable to Affordable Rented Units other than in PDZ4, PDZ5 and PDZ 6 shall be determined and agreed with the LPA as part of the viability review mechanism pursuant to Schedule 15 and ZMP for each PDZ or SZMP for each SPDZ (as applicable) having regard to:</p> <p>6.3.1 adopted development plan policy relevant to the PDZ or SPDZ; and</p> <p>6.3.2 the table at paragraph 6.2 above</p> <p>and the rent payable by the occupant of any such Affordable Rented Unit shall not exceed the lower of:</p> <p>(a) the relevant agreed percentage(s); and</p> <p>(b) 80% of Market Rent (including service charges, where applicable), such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%. For the avoidance of doubt on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent does not exceed the percentage(s) agreed as part of the approved ZMP or SZMP.</p> <p>The cost of rent and/or mortgage payments and service and estate charges in relation to the intermediate Units shall not exceed 40% of the net income of Eligible Households or such other cap as may be specified in the London Plan and/or the London Plan Annual Monitoring Report, or such other replacement policy adopted following the 31 March 2018.</p> <p>Prior to the submission of the ZMP for each PDZ or SZMP for each SPDZ (as applicable) the Developer shall submit to the LPA and obtain its written approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the relevant PDZ or SPDZ for the purposes of this Schedule PROVIDED THAT any company or organisation which appears on an approved list of affordable housing providers of one or more of the Host Boroughs current at the time of the submission shall be deemed to be approved as an Affordable Housing Provider for the relevant PDZ or SPDZ.</p>	Compliance	Developer		Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12
6.4		Compliance	Developer		Retained
7.1		Compliance	Developer		Amended to be PDZ-specific
7.2		Compliance	LPA		Amended to be Host Borough-specific
7.3		Other			Retained
7.4		Other			Amended to be PDZ-specific
8.1		Compliance	Developer		Retained
8.2		Notification	Developer		Retained
8.3		Submission	Developer	Partially Discharged (16/00520/REIM – DP5.5 and 5.9, 21/00062/106 – DP4.1 and 4.4, 20/00483/106 – DP5.6, 21/00033/106 – DP 5.7 and 5.8, 21/00080/106 - DP 4.5 and 4.6, 21/00081/106 – DP5.2 and 5.3)	Retained
9.1		Compliance	Developer	Approved as part of PDZ4 and PDZ5 ZMP (20/00195/AOD and 20/00196/AOD)	Retained
9.2		Compliance	Developer		Retained
10.1		Compliance	Developer		Amended to be PDZ-specific for all PDZs except PDZ4 and 5
10.1A		Compliance	Developer		Amended to be PDZ-specific for PDZ4 and 5 only
10.2		Compliance	Developer		Amended to be PDZ-specific for all PDZs except PDZ4 and 5

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
10.2A	Not more than 55% of Market Housing Units in PDZ4 or PDZ5 (as applicable) shall be Occupied until 50% of Affordable Housing Units (such 50% to comprise at least 50% of the Lower Cost Rented Units approved within PDZ4 or PDZ5 (as applicable)) in the relevant PDZ have been completed and Transferred to an Affordable Housing Provider.	Compliance	Developer		Amended to be PDZ-specific for PDZ4 and 5 only
10.3	Not more than 90% of Market Housing Units in each PDZ or SPDZ (as applicable) shall be Occupied until 100% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.	Compliance	Developer		Amended to be PDZ-specific for all PDZs except PDZ4 and 5
11.1	The terms of each Transfer of Affordable Housing Units other than Intermediate Units to an Affordable Housing Provider shall impose a requirement on the Affordable Housing Provider to enter into Nominations Agreements in respect of the Affordable Housing Units that are the subject of that Transfer to give effect to the following agreed split of nomination rights: 11.1.1 10% for the GLA; 11.1.2 55% for the Host Borough in whose area the Affordable Housing Units are located; 11.1.3 10% for Affordable Housing Provider; 11.1.4 [Not used]; 11.1.5 25% for the London Legacy Development Corporation unless at the date of the Transfer the London Legacy Development Corporation has not established a nomination mechanism in which case the 25% shall be allocated for the GLA.	Compliance	Developer		Amended to be Host Borough-specific
12.1	The Developer will procure that each Affordable Housing Provider provides annual returns to the LPA in relation to each PDZ and SPDZ with details of: 12.1.1 the initial purchaser or tenant of each Affordable Housing Unit and its tenure; 12.1.2 the household income of such initial purchaser or tenant; 12.1.3 the ethnicity of such initial purchaser or tenant (where available); 12.1.4 for Intermediate Units, the initial purchase price of the Unit and the initial percentage equity share bought; 12.1.5 the total monthly housing costs for each Affordable Housing Unit, including service and estate charges but showing such charges as separate figures; 12.1.6 the location of the purchaser or tenant's previous accommodation by local authority area; and 12.1.7 the purchaser or tenant's present occupation, in each case in relation to the Affordable Housing Units within that PDZ or SPDZ, the first of such returns to be submitted 6 (six) months following first Occupation of the Affordable Housing Units within the PDZ or SPDZ in question and the last of such returns to be submitted 6 (six) months following the last Occupation of the Affordable Housing Units within the PDZ or SPDZ in question.	Submission	Developer		Amended to be PDZ-specific
13.1	It is acknowledged and agreed by the LPA and the Developer that: 13.1.1 estate and/or service charges will be payable by occupiers of the Affordable Housing Units in addition to being payable by occupiers of the Market Housing Units; 13.1.2 service charges for the Affordable Housing Units will be calculated separately from the Market Housing Units; 13.1.3 owners and occupiers of Market Housing Units and commercial premises at the Development will not be expected to subsidise the charges payable by owners and occupiers of Affordable Housing Units; and 13.1.4 it is the Developer's intention that the aggregate service charges to be payable by the occupiers of the Affordable Housing Units will be affordable (as determined by the Developer and the Affordable Housing Provider).	Other			Retained
13.2	Before the submission of each Reserved Matters Application which includes Affordable Housing Units to the Local Planning Authority, the Developer will submit for information purposes an estimate of the initial service charges for the Affordable Housing Units proposed in that submission to the LPA	Submission	Developer	Partially Discharged (13/00518/106 – PDZ6 Phase 1, 20/00483/106 – PDZ5 Phase 2, 3 and 7, 21/00033/106 – PDZ5 Phase 3, 21/00062/106 – DP 4.1 and 4.4, 21/00080/106 (DP4.5 and 4.6, 21/00081/106 – DP5.2 and 5.3)	Retained
14.1	The provisions of this Agreement will not bind: 14.1.1 any mortgagee or chargee of the Affordable Housing Provider for any Affordable Housing Unit(s) nor any receiver or manager (including an administrative receiver) 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 administrator (howsoever appointed) including a housing administrator (each a "Receiver") PROVIDED THAT: (a) such mortgagee or chargee or Receiver shall first give written notice to the LPA of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the LPA for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions of this Agreement which provisions shall determine absolutely; or 14.1.2 any person who has acquired 100% of the equity in a Shared Ownership Unit through Staircasing; or 14.1.3 any person who exercises any right to buy or acquire an Affordable Housing Unit pursuant to a right under the Housing Act 1985 or the Housing Act 1996 or any other statutory power or similar contractual right; or 14.1.4 any person who has acquired at the direction or request of any mortgage receivers or managers referred to in paragraph	Other			Retained

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
14.1.1; or 14.1.5	the successors in title to the persons described in paragraphs 14.1.1 to 14.1.4 above or any person who derives title under any of them whether directly or indirectly				
14.2	The Developer will procure that the Transfer of any Intermediate Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Intermediate Unit the Affordable Housing Provider will impose obligations on the purchaser of such lease in similar terms to those stated in paragraph 14.3	Compliance	Developer		Retained
14.3	Subject to paragraph 14.6, where the owner of any Intermediate Unit wishes to sell his equity share in such unit: 14.3.1 the consideration for any such sale will be restricted to the Model Shared Ownership Lease Market Value of the equity share at the time of sale; 14.3.2 the owner must notify the Affordable Housing Provider of his wish to sell and the unit will be offered to Eligible Households by the Affordable Housing Provider; 14.3.3 after a period of 8 (eight) weeks from the date of notification to the Affordable Housing Provider, the Affordable Housing Provider may continue to identify prospective purchasers, but the owner of the unit in question shall be entitled to place the property with an estate agent and sell it privately on the open market if not already sold and shall not be bound to accept the nomination from the Affordable Housing Provider and the provisions of paragraph 15 shall cease to apply to such unit. PROVIDED THAT if the owner has not sold the equity share in his Affordable Housing Unit after a period of 6 (six) months from the date of notification to the Affordable Housing Provider, there shall be deemed for the purpose of paragraph 15 to be no need for the Affordable Housing Unit and the Developer (or any person nominated by the Developer for that purpose) may purchase the owner's equity share and subsequently sell the Affordable Housing Unit on the open market as a Market Housing Unit.	Other			Retained
14.4	The terms of the Transfer of any Shared Ownership Units and (subject to paragraph 14.5) any Shared Equity Units to an Affordable Housing Provider will require the Affordable Housing Provider to include a provision in each lease of a Shared Ownership Unit and each lease of a Shared Equity Unit giving the Affordable Housing Provider a right of pre-emption in respect of each such lease for the period from the grant of the lease until the expiry of 21 years following final staircasing entitling the Affordable Housing Provider to buy the lease back at the Market Value upon sale by the tenant.	Compliance	Developer/AH Housing Provider		Retained
14.5	In the event that any right of pre-emption is exercised pursuant to paragraph 14.4, and subject to paragraphs 14.6 and 14.5, on any subsequent disposal the Affordable Housing Provider will not dispose of more than the equity share purchased from the tenant and will conduct such disposal in accordance with paragraph 14.3.	Compliance	Developer/AH Housing Provider		Retained
14.6	The terms of the Transfer of any Intermediate Units to an Affordable Housing Provider may require the Affordable Housing Provider to include a provision in the lease of each such unit giving the Developer (or any person nominated by the Developer for that purpose) a right with effect from 25 years after the first disposal of each such unit of pre-emption in respect of such lease entitling the Developer (or any person nominated by the Developer for that purpose) to purchase the lease at the Open Market Value upon sale by the tenant and sell it on the open market as a Market Housing Unit and the difference between the proceeds of sale received by the Developer (or any person nominated by the Developer for that purpose) upon such disposal on the open market (less any costs incurred in relation to the disposal) and the purchase price paid to the tenant (plus any costs incurred in relation to the purchase) will be allocated to the Developer (or any person nominated by the Developer for that purpose).	Other			Retained
14.7	Save in respect of: 14.7.1 any antecedent breach; or 14.7.2 any equity interest retained by the Developer in respect of any Affordable Housing Units, with effect from the date of Transfer of any Affordable Housing Units to an Affordable Housing Provider in accordance with this Schedule, the Developer will not be liable for the performance of the obligations in this Schedule in relation to those Affordable Housing Units unless and until the Developer re-acquires an interest in the relevant Affordable Housing Units.	Other			Retained
14.8	Upon the Transfer of any Affordable Housing Units to an Affordable Housing Provider and subject to paragraph 14.7, 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.	Compliance	Developer/AH Housing Provider		Retained
15.1	Unless otherwise agreed by the LPA and subject to the terms of this Schedule and any Nominations Agreement: 15.1.1 no Social Rented Unit provided under the terms of this Schedule shall be Occupied other than as a Social Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Unit; and 15.1.2 no Affordable Rented Unit provided under the terms of this Schedule shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Unit; and 15.1.3 no London Affordable Rented Unit provided under the terms of this Schedule shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the London Affordable Rented Unit; and 15.1.4 no Intermediate Unit provided under the terms of this Schedule shall be Occupied other than as an Intermediate Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting (prior to final	Compliance	Developer/AH Housing Provider		Retained

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status								
16.1	<p>Staircasing) save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Intermediate Unit; in each case for so long only as the need exists for the tenure of Affordable Housing in question, such need to be determined by Local Planning Authority, and in the event that the LPA agrees with the Developer (or any person nominated by the Developer for that purpose) that the need no longer exists for the Affordable Housing Units in question then those Affordable Housing Units may be sold on the open market as Market Housing Units.</p> <p>Where a notice is served by the Developer pursuant to paragraph 2.1 of Schedule 5, the Sheltered Housing Facility shall be provided as part of the Affordable Housing Units pursuant to the provisions of this Schedule subject to the following additional requirements:</p> <p>16.1.1 for the purposes of paragraph 7 of this Schedule the Affordable Housing Provider to whom the Sheltered Housing Facility is to be transferred must also be a development or management specialist in older people's accommodation and approved by the LPA for these purposes PROVIDED THAT any company or organisation which appears on an approved list of providers of this type of accommodation of one or more of the Host Boroughs current at the time of the submission shall be deemed to be approved as an Affordable Housing Provider for the relevant PDZ or SPDZ;</p> <p>16.1.2 the terms of Transfer for the Sheltered Housing Facility to an Affordable Housing Provider shall contain provisions which ensure that the Sheltered Housing Facility is to be used for the provision and operation of specialist accommodation for older people where care services are provided or facilitated and for no other purpose;</p> <p>The LPA shall confirm whether or not it approves the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 or 1.4.4A within:</p> <p>17.1.1 20 (twenty) Working Days of receipt of the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 or 1.4.4A from the Developer, or</p> <p>17.1.2 where the LPA decides that it needs to report the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 or 1.4.4A to its planning committee, 40 (forty) Working Days of receipt of such list or such revisions</p> <p>PROVIDED THAT where paragraph 17.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such list or such revisions from the Developer and FURTHER PROVIDED THAT in the event the LPA refuses to approve such list or such revisions the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.</p> <p>18.1 Where the operation of the viability review mechanism pursuant to Schedule 15 in respect of PDZs 2, 4, or 12 or in respect of SPDZs 5A, 5B, 8A or 8B results in the approval of a ZMP or SZMP with:</p> <p>18.1.1 less than the relevant applicable quantum of Affordable Housing set out in paragraph 1.3;</p> <p>18.1.2 a different tenure mix to that set out in paragraph 2.3;</p> <p>18.1.3 a unit size mix outside the Site Wide ranges set out in paragraph 3.2;</p> <p>18.1.4 different Affordability Criteria to that set out in paragraph 6</p> <p>the Affordable Housing provision approved as part of the ZMP or SZMP shall be delivered in accordance with the approved ZMP or SZMP.</p>	Compliance	Developer		Retained for PDZ8A only								
17.1	<p>The LPA shall confirm whether or not it approves the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 or 1.4.4A within:</p> <p>17.1.1 20 (twenty) Working Days of receipt of the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 or 1.4.4A from the Developer, or</p> <p>17.1.2 where the LPA decides that it needs to report the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 or 1.4.4A to its planning committee, 40 (forty) Working Days of receipt of such list or such revisions</p> <p>PROVIDED THAT where paragraph 17.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such list or such revisions from the Developer and FURTHER PROVIDED THAT in the event the LPA refuses to approve such list or such revisions the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.</p>	Compliance	LPA		Retained								
18.1	<p>Where the operation of the viability review mechanism pursuant to Schedule 15 in respect of PDZs 2, 4, or 12 or in respect of SPDZs 5A, 5B, 8A or 8B results in the approval of a ZMP or SZMP with:</p> <p>18.1.1 less than the relevant applicable quantum of Affordable Housing set out in paragraph 1.3;</p> <p>18.1.2 a different tenure mix to that set out in paragraph 2.3;</p> <p>18.1.3 a unit size mix outside the Site Wide ranges set out in paragraph 3.2;</p> <p>18.1.4 different Affordability Criteria to that set out in paragraph 6</p> <p>the Affordable Housing provision approved as part of the ZMP or SZMP shall be delivered in accordance with the approved ZMP or SZMP.</p>	Compliance	Developer		Amended to be PDZ-specific and applied to PDZ8A, 8B, and 12 only								
<b>SCHEDULE 4 – FAMILY HOUSING</b>													
1.1	Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 42% of Residential Units constructed at the Development shall be provided as Family Housing.	Compliance	LLDC		Deleted								
1.2	Not less than 75% of Residential Units constructed in PDZ6 shall be provided as Family Housing.	Compliance	Developer		Retained for PDZ6 only								
1.3	Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZs 4, 5 and 6 the site wide target of 42% Family Housing referred to paragraph 1.1 of this Schedule shall be provided in the following proportions:	Compliance	Developer		Amended and retained for PDZs 8A, 8B, and 12								
	<table border="1"> <thead> <tr> <th>PDZ</th> <th>Percentage of Residential Units to be provided as Family Housing</th> </tr> </thead> <tbody> <tr> <td>8A</td> <td>38%</td> </tr> <tr> <td>8B</td> <td>39%</td> </tr> <tr> <td>12</td> <td>46%</td> </tr> </tbody> </table>	PDZ	Percentage of Residential Units to be provided as Family Housing	8A	38%	8B	39%	12	46%				
PDZ	Percentage of Residential Units to be provided as Family Housing												
8A	38%												
8B	39%												
12	46%												
1.3A	Subject to 1.3B in respect of the Residential Units to be constructed in each of PDZ4 and PDZ5:	Compliance	Developer		Amended and retained for PDZs 4 and 5								
	a) not less than 63% of Residential Units shall have two or more bedrooms; and												
	b) not less than 30% of Residential Units shall be provided as Family Housing												
1.3B	<p>It is agreed that:</p> <p>a) either one of PDZ4 or PDZ5 may provide between 50% and 63% of the total number of Residential Units constructed in that PDZ with two or more bedrooms PROVIDED THAT the percentage of Residential Units with two or more bedrooms is increased proportionately to ensure that across PDZ and PDZ5 not less than 63% of the total number of Residential Units constructed shall have two or more bedrooms; and</p> <p>b) PDZ4 may provide between 29% and 30% of the total number of residential units constructed in PDZ4 as Family Housing PROVIDED THAT the percentage of Residential Units constructed in PDZ5 as Family Housing is increased proportionately to ensure that across PDZ4 and PDZ5 not less than 30% of the total number of Residential Units constructed shall be Family Housing.</p>	Option	Developer		Amended and retained for PDZs 4 and 5								

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
1.4	Where the operation of the viability review mechanism pursuant to Schedule 15 in respect of PDZs 4, 5, 8 or 12 results in the approval of a ZMP with less than the Relevant Family Housing Target Provision, the quantum of Family Housing approved as part of the ZMP shall be delivered in that PDZ in lieu of the Relevant Family Housing Target Provision.	Compliance	Developer		Amended and retained for PDZs 8A, 8B, and 12
<b>SCHEDULE 5 – SHELTERED HOUSING</b>					
1	Save where an alternative location for the Sheltered Housing Facility has been approved as part of a ZMP for a different PDZ, the location of the Sheltered Housing Facility shall be identified as part of the ZMP for PDZ8.	Compliance	Developer		Amended to be retained for PDZ8A only
2.1	Where prior to the submission of the ZMP for the PDZ in which the Sheltered Housing Facility is to be provided the Developer has served written notice on the LPA of its intention to provide the Sheltered Housing Facility as part of the Affordable Housing Units in that PDZ: 2.1.1 the Sheltered Housing Facility shall be provided in accordance with the provisions of Schedule 3 and paragraphs 1 and paragraph 4 of this Schedule, and 2.1.2 paragraph 3 of this Schedule shall not apply	Compliance	Developer		Amended to be retained for PDZ8A only
2.2	Where no written notice is served in accordance with paragraph 0 above, the Sheltered Housing Facility shall not be provided as part of the Affordable Housing Units and all of the following provisions of this Schedule shall apply to the provision of the Sheltered Housing Facility	Other			Retained for PDZ8A only
3.1	The Developer will proceed diligently and with all due expedition to: 3.1.1 market the Sheltered Housing Facility to Sheltered Housing Providers; and 3.1.2 negotiate and enter into a Sheltered Housing Contract.	Compliance	Developer		Retained for PDZ8A only
3.2	The Developer shall notify the LPA in writing within 15 (fifteen) Working Days of entering into a Sheltered Housing Contract	Notification	Developer		Retained for PDZ8A only
3.3	Any Reserved Matters application which includes the Sheltered Housing Facility shall be accompanied by the following: 3.3.1 unless notice has already been served pursuant to paragraph 3.2 above, written confirmation of the progress the Developer has made towards entering into a Sheltered Housing Contract and the Developer's best estimate of when a Sheltered Housing Contract will be entered into; and 3.3.2 written confirmation from the Sheltered Housing Provider with which the Developer has entered or intends to enter into a Sheltered Housing Contract that it approves the form of Reserved Matters application for the Sheltered Housing Facility	Compliance	Developer		Retained for PDZ8A only
4.1	Where the Sheltered Housing Facility is provided in PDZ8, not more than 40% of Residential Units in PDZ8 shall be Occupied until the Sheltered Housing Facility has been constructed to Shell and Core Standard and transferred to a Sheltered Housing Provider	Compliance	Developer		Amended to be retained for PDZ8A only
<b>SCHEDULE 6 – HEALTHCARE FACILITIES</b>					
1.1	The Developer shall not Occupy more than 300 (three hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ6 Healthcare Facility Consultation	Compliance	Developer	See 1.2	Retained for PDZ6 only
1.2	The Developer shall carry out the PDZ6 Healthcare Facility Consultation and prepare the PDZ6 Healthcare Facility Report in accordance with paragraph 6.3.	Consultation	Developer	Discharged (13/007184/106)	Retained for PDZ6 only
1.3	Where the Approved PDZ6 Healthcare Facility Report recommends that: 1.3.1 the PDZ6 Healthcare Facility is needed and the Healthcare Triggers for the PDZ6 Healthcare Facility are appropriate; or 1.3.2 the PDZ6 Healthcare Facility is needed and the Healthcare Triggers for the PDZ6 Healthcare Facility are not appropriate, the remaining obligations in this paragraph 1 shall be deemed to be amended to reflect the Healthcare Alternative Triggers AND 1.3.3 in respect of both scenarios set out in paragraphs 1.3.1 and 1.3.1, the Approved PDZ6 Healthcare Facility Report recommends that the PDZ6 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility the Developer shall provide the PDZ6 Healthcare Facility in accordance with paragraphs 1.4 to 1.9 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ6 Healthcare Facility in accordance with such recommended size and type and references to PDZ6 Healthcare Facility in the remainder of this paragraph 1 shall be read accordingly. By no later than the Occupation of 300 (three hundred) Residential Units which are permitted to be constructed in PDZ6 and prior to the submission of a HF Reserved Matters Application for the PDZ6 Healthcare Facility, the Developer shall: 1.4.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ6 Healthcare Facility 1.4.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ6 Healthcare Facility PROVIDED THAT the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry. Prior to the submission of a HF Reserved Matters Application for the PDZ6 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ6 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ6 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) PROVIDED THAT in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ6 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility is not exceeded.	Condition Action			Retained for PDZ6 only
1.4		Conditional Action	Developer	See 1.2	Retained for PDZ6 only
1.5		Conditional Action	Developer	See 1.2	Retained for PDZ6 only
1.6	The Developer shall not submit a HF Reserved Matters Application for the PDZ6 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ6 Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ6 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ6 Healthcare Facility of such HF Reserved Matters Application.	Conditional Action	Developer	See 1.2	Retained for PDZ6 only
1.7	The Developer shall not Occupy more than 400 (four hundred) Residential Units which are permitted to be constructed in PDZ6 unless and until construction work on the PDZ6 Healthcare Facility has Commenced.	Compliance	Developer	See 1.2	Retained for PDZ6 only



Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
1.8	<p>The Developer shall not Occupy more than 650 (six hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until:</p> <p>1.8.1 the PDZ6 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 1.5;</p> <p>1.8.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ6 Healthcare Facility on the heads of terms Approved pursuant to paragraph 1.4.2 and either:</p> <p>a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider, or</p> <p>b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "First Offer Period");</p> <p>1.8.3 the PDZ6 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.</p>	Compliance	Developer	See 1.2	Retained for PDZ6 only
1.9	<p>Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 1.4.2 to the Healthcare Service Provider for the PDZ6 Healthcare Facility and the provisions of paragraph 1.8 shall re-apply.</p>	Conditional Action	Developer	See 1.2	Retained for PDZ6 only
1.10	<p>Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ6 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ6 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "Second Offer Period") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ6 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.</p>	Conditional Action	Developer	See 1.2	Retained for PDZ6 only
1.11	<p>Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ6 Healthcare Facility.</p>	Conditional Action	Developer	See 1.2	Retained for PDZ6 only
1.12	<p>Where the Approved PDZ6 Healthcare Facility Report recommends that the PDZ6 Healthcare Facility is not needed, the Developer shall not be required to provide the PDZ6 Healthcare Facility notwithstanding the PDZ6 Healthcare Facility is shown on the ZMP for PDZ6 approved pursuant to Condition LCS0.1.</p>	Condition Action	Developer	See 1.2	Retained for PDZ6 only
1.13	<p>Where:</p> <p>1.13.1 the PDZ6 Healthcare Facility is provided pursuant to paragraphs 1.8 or 1.9; or</p> <p>1.13.2 the PDZ6 Healthcare Facility is not provided pursuant to paragraph 1.12</p> <p>the Developer shall increase the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility by the amount of any Uncommitted PDZ6 Healthcare Facilities Cost Cap.</p>	Compliance	Developer	Discharged (13/00284/106)	Retained for PDZ6 only
1.14	<p>Within 20 (twenty) Working Days of the PDZ6 Healthcare Facility Report being Approved the Developer shall submit to the LPA for approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility will be utilised and the amount (together with reasonable comparable evidence and the necessary calculations), if any, of the Uncommitted PDZ6 Healthcare Facilities Cost Cap that is available for the purposes of paragraph 1.13.</p>	Submission	Developer	Discharged (13/00284/106)	Retained for PDZ6 only
2.1	<p>The Developer shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ4 Healthcare Facility Consultation.</p>	Compliance	Developer		Deleted
2.2	<p>The Developer shall not Commence Development in PDZ4 unless and until the PDZ4 Healthcare Facility Consultation has been completed in accordance with paragraph 6.3.</p>	Compliance	Developer		Retained for PDZ4 only
2.3	<p>The Developer shall carry out the PDZ4 Healthcare Facility Consultation and prepare the PDZ4 Healthcare Facility Report in accordance with paragraph 6.3.</p>	Consultation	Developer		Retained for PDZ4 only
2.4	<p>Following the Approval of the PDZ4 Healthcare Facility Report, the Developer shall, if the Approved Healthcare Facility Report concludes that the PDZ4 Healthcare Facility is needed, provide the PDZ4 Healthcare Facility in accordance with paragraphs 2.5 to 2.13 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ4 Healthcare Facility in accordance with the details approved in the Approved PDZ4 Healthcare Facility Report.</p>	Conditional Action	Developer		Retained for PDZ4 only
2.5	<p>Where the Approved PDZ4 Healthcare Facility Report recommends that the Healthcare Triggers for the PDZ4 Healthcare Facility are not appropriate, the remaining obligations in this paragraph 2 shall be deemed to be amended to reflect the Healthcare Alternative Triggers.</p>	Compliance	Developer		Retained for PDZ4 only
2.6	<p>Prior to the Commencement of Development in DP4.1, the Developer shall:</p> <p>2.6.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ4 Healthcare Facility;</p> <p>2.6.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ4 Healthcare Facility</p> <p><b>PROVIDED THAT</b> the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;</p> <p>2.6.3 agree with the Healthcare Service Provider for the PDZ4 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ4 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) and the timetable for so doing</p> <p><b>PROVIDED THAT</b> in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility being exceeded, the Developer, the</p>	Conditional Action	Developer		Retained for PDZ4 only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
2.7	LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ4 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility is not exceeded.				
2.8	Not Used				
2.9	The Developer shall deliver the PDZ4 Healthcare Facility in accordance with the scope of works and timetable agreed pursuant to paragraph 2.6 unless otherwise agreed by the LPA.	Conditional Action	Developer		Retained for PDZ4 only
2.10	The Developer shall not Occupy more than 90% of the Private Residential Units approved in PDZ4 of 3,000 of the Private Residential Units approved Site-Wide (whichever occurs first) unless and until: 2.10.1 the PDZ4 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 2.6.3; 2.10.2 it has offered the Healthcare Facility Lease to the Healthcare Service Provider for the PDZ4 Healthcare Facility on the heads of terms Approved pursuant to paragraph 2.6.2 and either: a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider, or b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "First Offer Period"); 2.10.3 the PDZ4 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.	Conditional Action	Developer		Amended to remove reference to the site-wide trigger.
2.11	Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 2.6.2 to the Healthcare Service Provider for the PDZ4 Healthcare Facility and the provisions of paragraph 2.10 shall re-apply.	Conditional Action	Developer		Retained for PDZ4 only
2.12	Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ4 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ4 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "Second Offer Period") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ4 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.	Conditional Action	Developer		Retained for PDZ4 only
2.13	Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may at any time after the expiry of the Second Offer Period implement any alternative Non Residential Use for the PDZ4 Healthcare Facility approved in the relevant Reserved Matters approval	Conditional Action	Developer		Retained for PDZ4 only
2.14	Not Used				
2.15	Not Used				
2.16	Not Used				
2.17	Within 20 (twenty) Working Days of the PDZ4 Healthcare Facility Report being Approved, the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility has been utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PDZ6 Healthcare Facilities Cost Cap that will remain available for the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility.	Submission	Developer		Retained for PDZ4 only
2.18	Where 2.18.1 the PDZ4 HEALTHCARE Facility is provided pursuant to paragraphs 2.10 or 2.12 or 2.18.2 the PDZ4 Healthcare Facility Extension is not provided pursuant to paragraph 2.13 any Uncommitted PDZ4 Healthcare Facilities Cost Cap shall be distributed as follows: 2.18.3 where the PDZ8 Second Healthcare Facility Report has yet to be submitted for Approval pursuant to paragraph 5 or such report submitted to the LPA for Approval recommends that the PDZ8 Healthcare Facility is needed the Developer shall add the Uncommitted PDZ4 Healthcare Facilities Cost Cap to the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility Extension; and 2.18.4 where the PDZ8 Second Healthcare Facility Report is Approved and such Approved PDZ8 Second Healthcare Facility Report recommends that there is no need for the PDZ8 Healthcare Facility, the Developer shall pay the Uncommitted PDZ4 Healthcare Facilities Cost Cap to the LPA for the LPA to spend in accordance with Clause 8.5.	Conditional Action	Developer		Amended to allow for Uncommitted Cost Cap to flow to separate PDZ8 Unilateral Undertaking
3.1	The Developer shall not Occupy more than 2,500 (two thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ8 Healthcare Facility Consultation.	Compliance	Developer		Amended to remove reference to the site-wide trigger and include reference to PDZ8A
3.2	The Developer shall not carry out the PDZ8 Healthcare Facility Consultation unless and until at least 2,300 (two thousand three hundred) Residential Units which are permitted to be constructed across the Development have been Occupied.	Compliance	Developer		Amended to remove reference to the site-wide trigger.
3.3	The Developer shall carry out the PDZ8 Healthcare Facility Consultation and prepare the PDZ8 Healthcare Facility Report in accordance with paragraph 6.3.	Consultation	Developer		Retained for PDZ8A only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
3.4	Where the Approved PDZ8 Healthcare Facility Report recommends that: 3.4.2 the PDZ8 Healthcare Facility should be provided, the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.1 to 5.8 (inclusive) and the provisions in paragraph 3.6 shall apply; and/or 3.4.4 the PDZ8 Healthcare Facility is not needed	Conditional Action	Developer		Retained for PDZ8A only
3.5	Not Used				
3.6	Where the Approved PDZ8 Healthcare Facility Report recommends that: 3.6.1 the Healthcare Triggers for the PDZ8 Healthcare Facility are appropriate; or 3.6.2 the Healthcare Triggers for the PDZ8 Healthcare Facility are not appropriate, the obligations in paragraphs 0 to 0 (inclusive) shall be deemed to be amended to reflect the Healthcare Alternative Triggers AND 3.6.3 in respect of both scenarios set out in paragraphs 3.6.1 and 3.6.1, the Approved PDZ8 Healthcare Facility Report recommends that the PDZ8 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.9 to 5.16 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ8 Healthcare Facility in accordance with such recommended size and type and references to PDZ8 Healthcare Facility in paragraphs 5.9 to 5.16 (inclusive) shall be read accordingly.	Conditional Action	Developer		Retained for PDZ8A only
4	Not Used				
5.1	By no later than the Occupation of 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development and prior to the submission of a HF Reserved Matters Application for the PDZ8 Healthcare Facility, the Developer shall: 5.1.1 Secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ8 Healthcare Facility; and 5.2.2 Submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ8 Healthcare Facility PROVIDED THAT the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry.	Compliance	Developer		Amended to remove reference to the site-wide trigger and include reference to PDZ8A
5.2	Prior to the submission of a HF Reserved Matters Application for the PDZ8 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ8 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ8 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) PROVIDED THAT in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ8 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility is not exceeded	Conditional Action	Developer		Retained for PDZ8A only
5.3	The Developer shall not submit a HF Reserved Matters Application for the PDZ8 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ8 Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ8 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ8 Healthcare Facility or such HF Reserved Matters Application.	Conditional Action	Developer		Retained for PDZ8A only
5.4	The Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until construction work on the PDZ8 Healthcare Facility has Commenced	Compliance	Developer		Amended to remove reference to the site-wide trigger and include reference to PDZ8A
5.5	The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until: 5.5.1 the PDZ8 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 5.2; 5.5.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ8 Healthcare Facility on the heads of terms Approved pursuant to paragraph 0 and either: a. where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider; or b. Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "First Offer Period"); the PDZ8 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.	Conditional Action	Developer		Amended to remove reference to the site-wide trigger and include reference to PDZ8A
5.6	Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 5.1.2 to the Healthcare Service Provider for the PDZ8 Healthcare Facility and the provisions of paragraph 5.5 shall re-apply.	Conditional Action	Developer		Retained for PDZ8A only
5.7	Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ8 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ8 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "Second Offer Period") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ8 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider	Conditional Action	Developer		Retained for PDZ8A only

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5.8	Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ8 Healthcare Facility.	Conditional Action	Developer		Retained for PDZ8A only
5.9	Where the Approved PDZ8 Healthcare Facility Report recommends that the PDZ8 Healthcare Facility is not needed, the Developer shall by no later than 3 (three) months following the Approval of the PDZ8 Healthcare Facility Report submit to the LPA details of the location of an area no less than 645 sq m GEA within PDZ8 to be safeguarded for future development as the PDZ8 Healthcare Facility which for the avoidance of doubt could include equivalent floorspace within a building in the event the Developer decides to construct a building of 645sq m GEA (the "PDZ8 Safeguarded Area").	Conditional Submission	Developer		Retained for PDZ8A only
5.10	Subject to paragraph 5.16, the Developer shall not carry out any works on the PDZ8 Safeguarded Area that would prevent the future permanent development of the PDZ8 Healthcare Facility on the PDZ8 Safeguarded Area pursuant to this paragraph 5 and for the avoidance of doubt this paragraph does not prevent any Interim Uses being located on the PDZ8 Safeguarded Area PROVIDED ALWAYS THAT such Interim Uses shall not prevent any future permanent development of the PDZ8 Healthcare Facility to be carried out pursuant to this paragraph 5.	Compliance	Developer		Retained for PDZ8A only
5.11	The Developer shall not Occupy more than 3,340 (three thousand three hundred and forty) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ8 Second Healthcare Facility Consultation.	Compliance	Developer		Amended to remove reference to the site-wide trigger and include reference to PDZ8A
5.12	The Developer shall not carry out the PDZ8 Second Healthcare Facility Consultation unless and until at least 850 (two thousand eight hundred and fifty) Residential Units which are permitted to be constructed across the Development have been Occupied.	Compliance	Developer		Amended to remove reference to the site-wide trigger
5.13	The Developer shall carry out the PDZ8 Second Healthcare Facility Consultation and prepare the PDZ8 Second Healthcare Facility Report in accordance with paragraph 6.3	Conditional Consultation	Developer		Retained for PDZ8A only
5.14	Where the Approved PDZ8 Second Healthcare Facility Report recommends that: 5.14.1 the PDZ8 Healthcare Facility is needed; and 5.14.2 the PDZ8 Healthcare Facility should be a certain size up to 645 sq m (GEA), and the type of primary healthcare facility the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.1 to 5.8 (inclusive) but with the Healthcare Triggers in respect of such paragraphs revised as recommended in the Approved PDZ8 Second Healthcare Facility Report and the Developer shall proceed to procure a Healthcare Service Provider for the PDZ8 Healthcare Facility in accordance with such recommended size and type and references to PDZ8 Healthcare Facility in paragraphs 5.1 to 5.8 (inclusive) shall be read accordingly.	Other	Developer		Retained for PDZ8A only
5.15	Where the Approved PDZ8 Second Healthcare Facility Report recommends that the PDZ8 Healthcare Facility is not needed the Developer shall not be required to provide the PDZ8 Healthcare Facility and the PDZ8 Safeguarded Area and the Developer shall be released from the safeguarding provisions contained in paragraphs 5.9 and 5.10.	Other	Developer		Retained for PDZ8A only
5.17	Where: 5.17.1 the PDZ8 Healthcare Facility is provided pursuant to paragraphs 5.5, 5.7 or 5.14; or 5.17.2 the PDZ8 Healthcare Facility is not provided pursuant to paragraph 5.15 the Developer shall pay Uncommitted PDZ8 Healthcare Facilities Cost Cap to the LPA for the LPA to be spend in accordance with Clause 8.5.	Conditional Action	Developer		Retained for PDZ8A only
5.18	Within 20 (twenty) Working Days of the PDZ8 Second Healthcare Facility Report being Approved the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility will be utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PDZ8 Healthcare Facilities Cost Cap that is available for the purposes of paragraph 5.17.	Submission	Developer		Retained for PDZ8A only
6.1	Following the grant of a lease of each of the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility and the PDZ8 Healthcare Facility and if and so long as such lease(s) (or any renewed or replacement lease(s) to the Healthcare Service Provider(s)) subsists, the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility and the PDZ8 Healthcare Facility subject to such lease(s) shall not unless otherwise agreed in writing with the LPA be used other than for healthcare purposes for the benefit of the Development and, to the extent there is spare capacity following take up by the Development, of the residents in the local area.	Compliance	Developer		Amended to be specific to PDZ6, 4 and 8A in their respective Unilateral Undertakings
6.2	The Developer covenants to submit to the Health Working Group (in addition to its obligations in respect of each Healthcare Facility Consultation) reports on the key stages of the selection of the Healthcare Service Provider, the procurement of the LCS Healthcare Facilities and the construction of the LCS Healthcare Facilities and to take into account any written comments from the Healthcare Working Group on such reports and where the Developer does not accept any such comments, the Developer shall provide a written explanation and justification to the Health Working Group of why the Developer does not accept such comments.	Compliance	Developer		Amended to be specific to PDZ6, 4 and 8A in their respective Unilateral Undertakings
6.3	Each Healthcare Facility Consultation shall be carried out as follows unless otherwise agreed with the LPA: 6.3.1 each Healthcare Facility Consultation shall be commenced when the Developer issues written invitations to the members of the Health Working Group to take part in the Healthcare Facility Consultation. The invitation will set out the scope of the Healthcare Facility Consultation and will confirm the timescales set out below; 6.3.2 not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph 6.3.1 the Developer shall hold a meeting with the Health Working Group to obtain the Health Working Group's initial views on the matters on which they are being consulted; 6.3.3 shall submit its formal written response on the Healthcare Facility Consultation to the Developer.	Compliance	Developer		Amended to be specific to PDZ6, 4 and 8A in their respective Unilateral Undertakings

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
6.3.4	not more than 10 (ten) Working Days following receipt of the Health Working Group's formal written response pursuant to paragraph 6.3.2 the Developer shall prepare a draft of the relevant Health Facility Report and shall submit the draft Health Facility Report to the Health Working Group for its review and comment;				
6.3.5	not more than 10 (ten) Working Days following receipt of the draft Health Facility Report pursuant to paragraph 6.3.3 the Health Working Group shall provide its written comments on the draft Health Facility Report to the Developer;				
7.1	<p>not more than 10 (ten) Working Days following receipt of the Health Working Group's comments pursuant to paragraph 6.3.4 the Developer shall prepare the final Health Facility Report taking into account such comments and the final Health Facility Report shall set out how the Developer has taken into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated. The Developer shall issue the final Health Facility Report to the LPA for Approval</p> <p>The LPA shall confirm whether or not it approves each Health Facility Report, the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, 2.6.1, and 5.1.2 and each report submitted pursuant to paragraphs 1.14, 2.17 and 5.18 within:</p> <p>7.1.1 10 (ten) Working Days of receipt of such Health Facility Report or the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, 2.6.1, and 5.1.2 or each report submitted pursuant to paragraphs 1.14, 2.17 and 5.18 (as applicable) from the Developer, or</p> <p>7.1.2 where the Health Working Group has not provided written comments on the draft Health Facility Report in accordance with paragraph 6, 20 (twenty) Working Days; or</p> <p>7.1.3 where the LPA decides that it needs to report any Health Facility Report or the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, 2.6.1, and 5.1.2 or each report submitted pursuant to paragraphs 1.14, 2.17 and 5.18 (as applicable) to its planning committee, 40 (forty) Working Days of receipt of such Health Facility Report or such heads of terms or such report (as applicable)</p> <p><b>PROVIDED THAT</b> where paragraph 7.1.3 applies, the LPA shall notify the Developer of such reporting to its planning committee within 10 (ten) Working Days of receipt of such Health Facility Report or such heads of terms or such report (as applicable) and <b>FURTHER PROVIDED THAT</b> in the event the LPA refuses to approve such Health Facility Report or such heads of terms or such report the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 10 (ten) Working Days or 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply</p>	Compliance	LPA		Amended to be specific to PDZ6, 4 and 8A in their respective Unilateral Undertakings
<b>SCHEDULE 7 – SNT AND COMMUNITY FACILITIES</b>					
1.1	<p>Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 824 (eight hundred and twenty-four) Residential Units which are permitted to be constructed in PDZ6 unless and until:</p> <p>1.1.1 the PDZ6 SNT Space has been completed to Shell and Core Standard;</p> <p>1.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ6 SNT Space; and</p> <p>1.1.3 the PDZ6 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease.</p>	Compliance	Developer		Deleted
2.1	<p>Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ4 and PDZ5 unless and until:</p> <p>EITHER</p> <p>2.1.1 the PDZ5 SNT Space has been completed to Shell and Core Standard;</p> <p>2.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ5 SNT Space; and</p> <p>2.1.3 the PDZ5 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease</p> <p>OR</p> <p>2.1.4 an interim space of the same size as the PDZ5 SNT Space for an onsite police presence and constructed to Shell and Core Standard has been provided and will continue to be provided in PDZ4 or PDZ5 until the PDZ5 SNT Space has been completed and provided pursuant to paragraphs 2.1.1 to 2.1.3 (inclusive).</p>	Compliance	Developer		Deleted
3.1	<p>Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 500 (five hundred) Residential Units which are permitted to be constructed in PDZ8 and PDZ12 unless and until:</p> <p>EITHER</p> <p>3.1.1 the PDZ8 SNT Space has been completed to Shell and Core Standard;</p> <p>3.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ8 SNT Space; and</p> <p>3.1.3 the PDZ8 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease</p> <p>OR</p> <p>3.1.4 an interim space of the same size as the PDZ8 SNT Space for an onsite police presence and constructed to Shell and Core Standard has been provided and will continue to be provided in PDZ8 or PDZ12 until the PDZ8 SNT Space has been completed and provided pursuant to paragraphs 3.1.1 to 3.1.3 (inclusive).</p>	Compliance	Developer		Deleted
4.1	<p>Prior to submission of the first ZMP, LLDC shall consult the LPA and other key stakeholders identified by LLDC on the Community Participation Strategy.</p> <p>4.1.1 LLDC shall have regard to comments received during the consultation with the LPA and key stakeholders on the Community Participation Strategy when preparing the final Community Participation Strategy.</p> <p>4.1.2 LLDC shall have regard to comments received during the consultation with the LPA and key stakeholders on the Community Participation Strategy when preparing the final Community Participation Strategy.</p> <p>4.1.3 in the event LLDC decides to amend and/or update the Community Participation Strategy, LLDC shall consult the LPA and any other key stakeholders identified by LLDC on such amendment and/or update and shall have regard to comments received during the consultation with the LPA and key stakeholders when preparing any amendment and/or update to the Community Participation Strategy.</p>	Consultation	LLDC	Consultation undertaken in summer 2013.	Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
4.2	<p><b>4.2.1</b> Not more than six months prior to submission of the first ZMP, LLDC shall commence the LCS Community Facilities Strategy Consultation. LLDC shall carry out the LCS Community Facilities Strategy Consultation and prepare the LCS Community Facilities Strategy in accordance with the provisions of paragraph 4.2.2.</p> <p><b>4.2.2</b> The LCS Community Facilities Strategy Consultation will be carried out as follows unless otherwise agreed with the LPA:</p> <ul style="list-style-type: none"> <li>(a) the LCS Community Facilities Strategy Consultation shall be commenced when LLDC issues written invitations to the members of the Community Facilities Working Group to take part in the LCS Community Facilities Strategy Consultation. The invitation will set out the scope of the LCS Community Facilities Strategy Consultation, will include the draft LCS Community Facilities Strategy and will confirm the timescale set out below;</li> <li>(b) not more than 20 (twenty) Working Days following the issue of invitations pursuant to paragraph (a) LLDC shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft LCS Community Facilities Strategy;</li> <li>(c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft LCS Community Facilities Strategy Consultation to LLDC;</li> <li>(d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), LLDC shall:</li> <li>(i) prepare the final LCS Community Facilities Strategy taking into account such comments and the final LCS Community Facilities Strategy shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and</li> <li>(ii) issue the final LCS Community Facilities Strategy to the LPA for Approval.</li> </ul> <p><b>4.2.3</b> The Developer shall not submit the first ZMP to the LPA for approval unless and until the LCS Community Facilities Strategy has been Approved save in respect of PDZ6 where the ZMP for PDZ6 can be submitted for approval at the same time as the LCS Community Facilities Strategy is submitted for Approval but not before.</p> <p><b>4.2.4</b> In the event that following the Approval of the LCS Community Facilities Strategy LLDC considers that an alternative or additional PDZ(s) or SPDZ(s) to the PDZ(s) or SPDZ(s) identified in the Approved LCS Community Facilities Strategy should incorporate within its/their floorspace the Minimum Community Facility Provision, LLDC shall carry out the LCS Community Facilities Strategy Revision Consultation in accordance with the provisions of paragraph 4.2.5</p> <p><b>4.2.5</b> The LCS Community Facilities Strategy Revision Consultation will be carried out as follows unless otherwise agreed with the LPA:</p> <ul style="list-style-type: none"> <li>(a) the LCS Community Facilities Strategy Revision Consultation shall be commenced when LLDC issues written invitations to the members of the Community Facilities Working Group to take part in the LCS Community Facilities Strategy Revision Consultation. The invitation will set out the scope of the LCS Community Facilities Strategy Revision Consultation, will include the draft LCS Community Facilities Strategy Revision and will confirm the timescale set out below;</li> <li>(b) not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph (a) LLDC shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft LCS Community Facilities Strategy Revision;</li> <li>(c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft LCS Community Facilities Strategy Revision to LLDC;</li> <li>(d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), LLDC shall:</li> <li>(i) prepare the final LCS Community Facilities Strategy Revision taking into account such comments and the final LCS Community Facilities Strategy Revision shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and</li> <li>(ii) issue the final LCS Community Facilities Strategy Revision to the LPA for Approval</li> </ul>	Consultation	LLDC	Discharged (13/00313/106)	Deleted
4.3	<p><b>4.3.1</b> In respect of each PDZ and each SPDZ where some or all of the Minimum Community Facilities Provision is identified to be located in that PDZ or SPDZ in the LCS Community Facilities Strategy and the Minimum Community Facilities Provision has not been provided as part of the Development elsewhere, no later than six months prior to the submission of the ZMP for that PDZ or SZMP for that SZMP, the Developer shall commence the Zonal Community Facilities Consultation. The Developer shall carry out the Zonal Community Facilities Strategy Consultation and the preparation of the Zonal Community Facilities Strategy in accordance with paragraph 4.3.2.</p> <p><b>4.3.2</b> The Zonal Community Facilities Strategy Consultation will be carried out as follows unless otherwise agreed with the LPA:</p> <ul style="list-style-type: none"> <li>(a) the Zonal Community Facilities Strategy Consultation shall be commenced when the Developer issues written invitations to the members of the Community Facilities Working Group to take part in the Zonal Community Facilities Strategy Consultation. The invitation will set out the scope of the Zonal Community Facilities Strategy Consultation, will include the draft Zonal Community Facilities Strategy and will confirm the timescale set out below;</li> <li>(b) not more than 20 (twenty) Working Days following the issue of invitations pursuant to paragraph (a) the Developer shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft Zonal Community Facilities Strategy;</li> <li>(c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft Zonal Community Facilities Strategy Consultation to the Developer;</li> <li>(d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), the Developer shall:</li> </ul>	Consultation	Developer	Partially Discharged (13/00320/106 – PDZ6, 15/00450/106 – PDZ5, 20/00123/106 – PDZ4)	Amended to be PDZ-specific

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
<p>(i) prepare the final Zonal Community Facilities Strategy taking into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and</p> <p>(ii) issue the final Zonal Community Facilities Strategy to the LPA for Approval.</p> <p>4.3.3 The Developer shall not submit the ZMP for the PDZ the subject of paragraphs 4.3.1 and 4.3.2 or the SZMP for the SPDZ the subject of paragraphs 4.3.1 and 4.3.2 unless and until the Zonal Community Facilities Strategy for that PDZ or SPDZ (as applicable) has been Approved PROVIDED THAT where the LCS Community Facilities Strategy identifies PDZ6 as one of the locations for the Minimum Community Facilities Provision, the ZMP for PDZ6 can be submitted for approval at the same time as the Zonal Community Facilities Strategy for PDZ6 is submitted for Approval but not before</p> <p>4.3.4 At the same time as an application for Reserved Matters approval for the Minimum Community Facilities Provision is made to the LPA, the Developer shall also submit to the LPA for Approval the Community Facilities RM Report.</p> <p>4.3.5 The Developer shall provide, promote and manage the Minimum Community Facilities Provision to be provided in any PDZ and any SPDZ in accordance with the Approved Zonal Community Facilities Strategy and the Approved Community Facilities RM Report applicable for that PDZ and SPDZ.</p> <p>4.4.1 The Developer shall not Occupy more than 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development unless and until it has provided at least 50% of the Minimum Community Facility Provision in the locations identified in the Approved LCS Community Facilities Strategy.</p> <p>4.4.2 Subject to paragraph 4.4.4 from Occupation of 2,700 (two thousand seven hundred) Residential Units up to Occupation of 3,100 Residential Units the Developer shall ensure that 50% of the Minimum Community Facility Provision is provided in the Development.</p> <p>4.4.3 The Developer shall not Occupy more than 3,100 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development as a whole until it has provided the remaining 50% of the Minimum Community Facility Provision (which, if not already provided, shall include the 457sqm of library floorspace of the Minimum Community Facilities Provision) in locations identified in the Approved LCS Community Facilities Strategy.</p> <p>4.4.4 Subject to paragraphs 4.4.5 – 4.4.7 from Occupation of 3,100 (three thousand three hundred) Residential Units the Developer shall ensure that the Minimum Community Facility Provision is provided in the Development.</p> <p>4.4.5 Following Occupation of 3,600 (three thousand six hundred) Residential Units, in the event that some or all of the Minimum Community Facility Provision is operating at an average of less than 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period (the "Underutilised Community Facilities"), the Developer shall submit a Utilisation of Community Facilities Report to the LPA for Approval.</p> <p>4.4.6 Following the Approval of the Utilisation of Community Facilities Report, the Developer shall carry out the measures identified in the Approved Utilisation of Community Facilities Report to increase the utilisation of the Underutilised Community Facilities and the Developer shall continue to carry out such measures for the duration of the implementation and testing period identified in the Approved Utilisation of Community Facilities Report</p> <p>4.4.7 In the event following the end of the implementation and testing periods set out in the Approved Utilisation of Community Facilities Report, some or all of the Underutilised Community Facilities are not operating at an average of at least 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period and floorspace equivalent to the size of the Underutilised Community Facilities is provided in the Schools pursuant to the Schools Facilities Dual Use Agreement, the Developer may apply for planning permission to vary the use of the Underutilised Community Facilities PROVIDED THAT the Developer will use Reasonable Endeavours to assist any users of such Underutilised Community Facilities to utilise alternative Community Facilities in the Site or the Park.</p> <p>5.1.1 The Developer shall use Reasonable Endeavours to secure the SNT Operator for each of the SNT Spaces and such obligation shall extend to marketing the SNT Spaces for a period of at least three months commencing at least three months prior to the anticipated date of completion for each of the SNT Spaces on lease terms set out in paragraph 5.1.3 (the "SNT Marketing Period") PROVIDED THAT in the event that during the SNT Marketing Period the SNT Operator confirms in writing that they do not require the SNT Space the subject of the SNT Marketing Period the Developer may apply (with evidence of the SNT Operator's confirmation) to the LPA to be released from the obligation requiring the provision of such SNT Space.</p> <p>5.1.2 In the event that despite using Reasonable Endeavours no agreement for lease is entered into or a lease is granted for a SNT Space within the SNT Marketing Period and the SNT Operator has not confirmed in writing that they do not require the SNT Space, the LPA and the Developer shall agree to a further marketing period and it at the end of that further marketing period:</p> <p>(a) the SNT Operator confirms in writing that they do not require such SNT Space; or</p> <p>(b) no agreement for lease is entered into or no lease is granted in respect of such SNT Space</p> <p>the Developer may apply (with evidence of the SNT Operator's confirmation or reasonable evidence demonstrating the use of Reasonable Endeavours (as applicable)) to the LPA to be released from the obligation requiring the provision of such SNT Space.</p>	<p>4.4</p>	<p>Compliance</p>	<p>Developer</p>	<p>50% of the Minimum Community Facility Provision already delivered in PDZ 6 and PDZ5 Phase 1 (1,112sqm). Final element (library) secured through PDZ4 RMA (21/00059/REIM)</p>	<p>4.4.1-4.4.4 Deleted. 4.4.5-4.5.7 amended to be PDZ-specific</p>
<p>5.1</p>		<p>Action</p>	<p>Developer</p>	<p>Partially Discharged (15/00444/106 – PDZ6, 5.1.1)</p>	<p>Deleted</p>

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
5.1.3	The lease to be offered for each of the SNT Spaces pursuant to the marketing exercise required by paragraphs 5.1.1 and 5.1.2 shall be at a peppercorn and for a term of years not less than 25 (twenty-five) or for such other term as may be agreed between the LPA, the Developer and the SNT Operator.				
5.1.4	Following the grant of a SNT Lease of each of the SNT Spaces and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the SNT Space subject to such SNT Lease(s) shall not unless otherwise agreed in writing with the LPA be used other than as accommodation for the provision of an on-site police presence				
5.2	5.2.1 Any lease to be offered for any part of the Minimum Community Facilities Provision shall be at a peppercorn and for a term of years not less than 25 (twenty-five) or for such other term as may be agreed between the LPA, the Developer and the lessee of the Minimum Community Facilities Provision. 5.2.2 Subject to paragraphs 4.4.5, 4.4.6 and 4.4.7, following the grant of a lease for any part of the Minimum Community Facilities Provision and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, such part of the Minimum Community Facilities Provision shall not unless otherwise agreed in writing with the LPA be used other than as accommodation for the provision of Community Facilities. 5.3 The LPA shall confirm whether or not it approves each Community Facilities Strategy within: 5.3.1 20 (twenty) Working Days of receipt of such Report from the Developer or LLDC (as applicable); or 5.3.2 where the LPA decides that it needs to report any Community Facilities Strategy to its planning committee, 40 (forty) Working Days of receipt of such Community Facilities Strategy PROVIDED THAT where paragraph 5.3.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Community Facilities Strategy from the Developer or LLDC (as applicable) and FURTHER PROVIDED THAT in the event the LPA refuses to approve such Community Facilities Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.	Other	Developer		Amended to be PDZ-specific
5.3	The LPA shall confirm whether or not it approves each Community Facilities Strategy within: 5.3.1 20 (twenty) Working Days of receipt of such Report from the Developer or LLDC (as applicable); or 5.3.2 where the LPA decides that it needs to report any Community Facilities Strategy to its planning committee, 40 (forty) Working Days of receipt of such Community Facilities Strategy PROVIDED THAT where paragraph 5.3.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Community Facilities Strategy from the Developer or LLDC (as applicable) and FURTHER PROVIDED THAT in the event the LPA refuses to approve such Community Facilities Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.	Compliance	LPA		Amended to be PDZ-specific
<b>SCHEDULE 8 – EDUCATION</b>					
1.1	The Developer shall: 1.1.1 by no later than the Occupation of 400 (four hundred) Residential Units which are permitted to be constructed across the Development, secure an Education Provider for the First Primary School, and the LPA hereby acknowledge that an Education Provider for the First Primary School has already been secured	Compliance	LLDC	The First Primary School was approved pursuant to 14/00464/REM, has been constructed and was opened in September 2016. See 1.1	Amended to replace site-wide trigger with PDZ5 trigger
1.2	The Developer shall submit to the LPA for approval the FPS Specification at the same time as the first Reserved Matters application is submitted for the First Primary School, unless an Education Provider for the First Primary School has already been secured.	Submission	LLDC	See 1.1	Retained for PDZ5 only
1.3	Not Used				
1.4	Prior to the submission of the first Reserved Matters application for the First Primary School, the Developer shall agree with the Education Provider for the First Primary School the scope of works that the Developer will carry out and complete in order to construct the First Primary School and the FPS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the First Primary School and the FPS Playing Fields) PROVIDED THAT in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the First Primary School and the FPS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work such that the Schools Cost Cap for the First Primary School and the FPS Playing Fields is not exceeded.	Action	LLDC	See 1.1	Retained for PDZ5 only
1.5	All Reserved Matters applications for the First Primary School shall be accompanied by evidence of the approval of the Education Provider for the First Primary School to such Reserved Matters applications.	Action	LLDC	See 1.1	Retained for PDZ5 only
1.6	The Developer shall not Occupy more than 850 (eight hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the construction of the First Primary School has been Commenced.	Compliance	Developer	See 1.1	Amended to replace site-wide trigger with PDZ5 trigger for PDZ5 only
1.7	The Developer shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until: 1.7.1 the First Primary School has been completed in accordance with the scope of works agreed pursuant to paragraph 1.4; 1.7.2 the School Lease has been offered to the Education Provider for the First Primary School on the heads of terms Approved by the LPA and either: (a) such Schools Lease has been granted to the Education Provider; or (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "First Offer Period"); and 1.7.3 the First Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.	Compliance	Developer	See 1.1	Amended to replace site-wide trigger with PDZ5 trigger for PDZ5 only
1.8	Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the First Primary School and the provisions of paragraph 1.7 shall re-apply.	Compliance	LLDC	See 1.1	Retained for PDZ5 only
1.9	Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools	Compliance	LLDC	See 1.1	Retained for PDZ5 only



Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
1.10	<p>Lease to the Education Provider for the First Primary School and may also offer such Schools Lease to any other potential Education Provider for the First Primary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "Second Offer Period") and where such Schools Lease is granted the Developer shall make the First Primary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider</p> <p>Where the Schools Lease for the First Primary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the First Primary School.</p>	Option	LLDC	See 1.1	Retained for PDZ5 only
1.11	<p>The Developer shall:</p> <p>1.11.1 notify the LPA in writing at least 6 (six) months prior to the date that the First Primary School is anticipated to be opened for use that the First Primary School is anticipated to be opened for use on the date specified in that notice; and</p> <p>1.11.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the First Primary School.</p>	Notification	LLDC	Discharged (18/00219/106)	Retained for PDZ5 only
2.1	<p>Developer shall:</p> <p>2.1.1 by no later than the Occupation of 3,650 (three thousand six hundred and fifty) Residential Units which are permitted to be constructed across the Development secure an Education Provider for the Second Primary School, and the LPA hereby acknowledge that an Education Provider for the Second Primary School has already been secured; and</p> <p>2.1.2 within one month of approval by the LPA of the first Reserved Matters application for the Second Primary School submit to the LPA for Approval the heads of terms of the Schools Lease in respect of the Second Primary School PROVIDED THAT the LPA shall not be entitled to refuse to Approve the heads of terms of the Schools Lease where such heads of terms are reasonably commercially acceptable to Education Providers.</p>	Compliance	LLDC	The Second Primary School was approved pursuant to 16/00039/REM, has been constructed and was opened in September 2018.  Discharged (16/00042/106)	Amended to replace site-wide trigger with PDZ4 trigger for PDZ4 only
2.2	The Developer shall submit to the LPA for approval the SPS Specification at the same time as the first Reserved Matters application is submitted for the Second Primary School, such submission to be accompanied by evidence of the approval of the Education Provider for the Second Primary School to the SPS Specification.	Submission	LLDC	See 2.1	Retained for PDZ4 only
2.3	The Developer shall not submit the SPS Specification to the LPA for approval unless and until an Education Provider for the Second Primary School has been secured	Action	LLDC	See 2.1	Retained for PDZ4 only
2.4	Prior to the submission of the first Reserved Matters application for the Second Primary School, the Developer shall agree with the Education Provider for the Second Primary School the scope of works that the Developer will carry out and complete in order to construct the Second Primary School and the SPS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the Second Primary School and the SPS Playing Fields and be as a minimum the SPS Specification and the SPS Playing Fields Specification) PROVIDED THAT in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the Second Primary School and the SPS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the SPS Specification and/or the SPS Playing Fields Specification such that the Schools Cost Cap for the Second Primary School and the SPS Playing Fields is not exceeded.	Action	LLDC	See 2.1	Retained for PDZ4 only
2.5	The Developer shall not submit the first Reserved Matters application for the Second Primary School unless and until the SPS Specification has been approved by the LPA. All Reserved Matters applications for the Second Primary School shall be accompanied by evidence of the approval of the Education Provider for the Second Primary School to such Reserved Matters applications.	Compliance	LLDC	See 2.1	Retained for PDZ4 only
2.6	All Reserved Matters applications for the Second Primary School shall be accompanied by evidence of the approval of the Education Provider for the Second Primary School to such Reserved Matters applications.	Action	LLDC	See 2.1	Retained for PDZ4 only
2.7	Developer shall not Occupy more than 4,000 (four thousand seven hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until:	Compliance	Developer	See 2.1	Retained for PDZ4 only
	<p>2.7.1 the Second Primary School has been completed in accordance with the scope of works agreed pursuant to paragraph 2.4;</p> <p>2.7.2 the School Lease has been offered to the Education Provider for the Second Primary School on the heads of terms Approved pursuant to paragraph 2.1.2 and either:</p> <p>(a) such Schools Lease has been granted to the Education Provider; or</p> <p>(b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "First Offer Period"); and</p> <p>2.7.3 the Second Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.</p>				
2.8	Where the Schools Lease for the Second Primary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the Second Primary School and the provisions of paragraph 2.7 shall re-apply	Compliance	LLDC	See 2.1	Retained for PDZ4 only
2.9	Where the Schools Lease for the Second Primary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the Second Primary School and may also offer such Schools Lease to any other potential Education Provider for the Second Primary School and the Developer shall use Reasonable Endeavours to grant such Schools	Compliance	LLDC	See 2.1	Retained for PDZ4 only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
	Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "Second Offer Period") and where such Schools Lease is granted the Developer shall make the Second Primary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.				
2.10	Where the Schools Lease for the Second Primary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the Second Primary School.	Option	LLDC	See 2.1	Retained for PDZ4 only
2.11	The Developer shall: 2.11.1 notify the LPA in writing at least 6 (six) months prior to the date that the Second Primary School is anticipated to be opened for use that the Second Primary School is anticipated to be opened for use on the date specified in that notice; and 2.11.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the Second Primary School.	Notification	LLDC	Discharged (18/00219/106)	Retained for PDZ4 only
2.12	Developer shall carry out a Population Review between the occupation of the 2250th and 2300th Residential Units (which for the avoidance of doubt shall constitute the Population Review between the occupation of the 2250th and 2500th Residential Units required by Condition LCS0.253).	Action	LLDC		Deleted
2.13	As soon as reasonably practicable following the first Population Review which indicates that the primary education needs of the population of the Development are likely to exceed the 5.1FE 75% Threshold the Developer shall submit to the LPA for approval the Additional Capacity Strategy.	Conditional Submission	LLDC		Deleted
2.14	Following the first Population Review which indicates that the primary education needs of the population of the Development are likely to exceed the 5.1FE Threshold the Developer shall: 2.14.1 submit and obtain the LPA's approval to the Additional Capacity Strategy to the extent such approval has not already been obtained pursuant to paragraph 2.13; 2.14.2 use Reasonable Endeavours to: (a) obtain all Requisite Consents for providing the Additional Capacity; and (b) secure funding for the provision of the Additional Capacity; 2.14.3 (subject to having obtained all such Requisite Consents and funding for the Additional Capacity pursuant to paragraph 2.13.2) deliver the Additional Capacity in accordance with the timescales set out in the approved Additional Capacity Strategy.	Conditional Action	LLDC		Deleted
2.15	In the event that: 2.15.1 by 31 December 2028 no Population Review has indicated that the 5.1FE Threshold is likely to be exceeded; or 2.15.2 despite having used Reasonable Endeavours to obtain all Requisite Consents and/or funding the Developer has been unable to obtain all such Requisite Consents and/or funding by 31 December 2028 and the LPA has confirmed in writing that it is satisfied that Reasonable Endeavours have been used by the Developer; or 2.15.3 the LPA has at any point served written notice on the Developer to the effect that it no longer requires the Additional Capacity to be provided; the provisions in these paragraphs 2.12 to 2.15 shall no longer apply and shall cease to have effect.	Other			Deleted
3.1	The Developer shall not Occupy more than 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development unless and until: 3.1.1 LLDC has carried out the A1 Education Review and submitted it to the LPA for Approval; and 3.1.2 the A1 Education Review has been Approved.	Submission	LLDC		Deleted
3.2	the Approved A1 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply: 3.2.1 LLDC shall by no later than 5 (five) Working Days following Approval of the A1 Education Review commence the A1 Education and Infrastructure Consultations; 3.2.2 the Developer shall not Occupy more than 3,200 (three thousand two hundred) Residential Units permitted to be constructed across the Development unless and until: (a) LLDC has carried out the A1 Education and Infrastructure Consultations; (b) LLDC has submitted, in accordance with paragraph 8.5.6, the final A1 Education and Infrastructure Report to the LPA for Approval; (c) the A1 Education and Infrastructure Report has been Approved; and (d) LLDC has complied with paragraph 3.2.4; 3.2.3 LLDC shall carry out the A1 Education and Infrastructure Consultations and prepare the A1 Education and Infrastructure Report in accordance with paragraph 8.5; 3.2.4 within 10 (ten) Working Days of Approval of the A1 Education and Infrastructure Report LLDC shall pay to the LPA the A1 Social Infrastructure Contribution and any Early Release Contribution PROVIDED THAT LLDC's maximum liability under this paragraph 3.2.4 shall not exceed 50% of the Social Infrastructure Contribution (£950,000 Indexed); 3.2.5 the LPA shall spend: (a) the A1 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved A1 Education and Infrastructure Report as being funded from the A1 Social Infrastructure Contribution; and (b) any Early Release Contribution on the Additional Education Provision identified in the Approved A1 Education and Infrastructure Report as being funded from the Early Release Contribution. 3.2.6 the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until: (a) LLDC has carried out the A2 Education Review and submitted it to the LPA for Approval; and (b) the A2 Education Review has been Approved; 3.2.7 where the Approved A2 Education Review indicates that the primary education needs of the population of the Development	Conditional Consultation	LLDC		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
3.3	<p>are likely to exceed the Primary Education Threshold the following provisions shall apply:</p> <p>(a) LLDC shall by no later than 5 Working Days following Approval of the A2 Education Review commence the A2 Education and Infrastructure Consultations;</p> <p>(b) the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:</p> <p>(i) LLDC has carried out the A2 Education and Infrastructure Consultations;</p> <p>(ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final A2 Education and Infrastructure Report to the LPA for Approval;</p> <p>(iii) the A2 Education and Infrastructure Report has been Approved; and</p> <p>(iv) LLDC has complied with paragraph 3.2.9;</p> <p>3.2.8 LLDC shall carry out the A2 Education and Infrastructure Consultations and prepare the A2 Education and Infrastructure Report in accordance with paragraph 8.5;</p> <p>3.2.9 within 10 (ten) Working Days of Approval of the A2 Education and Infrastructure Report LLDC shall pay to the LPA the:</p> <p>(a) A2 Education Contribution; and</p> <p>(b) A2 Social Infrastructure Contribution;</p> <p>3.2.10 the LPA shall spend the:</p> <p>(a) A2 Education Contribution on the Additional Education Provision Identified in the Approved A2 Education and Infrastructure Report as being funded from the A2 Education Contribution; and</p> <p>(b) A2 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved A2 Education and Infrastructure Report as being funded from the A2 Social Infrastructure Contribution;</p> <p>3.2.11 where the Approved A2 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:</p> <p>(a) LLDC shall by no later than 5 (five) Working Days following Approval of the A2 Education Review commence the A3 Social Infrastructure Consultation;</p> <p>(b) the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:</p> <p>(i) LLDC has carried out the A3 Social Infrastructure Consultation;</p> <p>(ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final A3 Social Infrastructure Report to the LPA for Approval; and</p> <p>(iii) the A3 Social Infrastructure Report has been Approved; and</p> <p>(iv) LLDC has complied with paragraph 3.3.13;</p> <p>3.2.12 LLDC shall carry out the A3 Social Infrastructure Consultation and prepare the A3 Social Infrastructure Report in accordance with paragraph 8.5;</p> <p>3.2.13 within 10 (ten) Working Days of Approval of the A3 Social Infrastructure Report LLDC shall pay to the LPA the Unspent Social Infrastructure Contribution A;</p> <p>3.2.14 the LPA shall spend the Unspent Social Infrastructure Contribution A on the Additional Social Infrastructure Provision identified in the Approved A3 Social Infrastructure Report as being funded from the Unspent Social Infrastructure Contribution A;</p> <p>the Approved A1 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:</p> <p>3.3.1 LLDC shall by no later than 5 (five) Working Days following Approval of the A1 Education Review commence the B1 Social Infrastructure Consultation;</p> <p>3.3.2 the Developer shall not Occupy more than 3,200 (three thousand two hundred) Residential Units permitted to be constructed across the Development unless and until:</p> <p>(a) LLDC has carried out the B1 Social Infrastructure Consultation;</p> <p>(b) LLDC has submitted, in accordance with paragraph 8.5.6, the final B1 Social Infrastructure Report to the LPA for Approval; and</p> <p>(c) the B1 Social Infrastructure Report has been Approved; and</p> <p>(d) LLDC has complied with paragraph 3.3.4;</p> <p>3.3.3 LLDC shall carry out the B1 Social Infrastructure Consultation and prepare the B1 Social Infrastructure Report in accordance with paragraph 8.5;</p> <p>3.3.4 within 10 (ten) Working Days of Approval of the B1 Social Infrastructure Report LLDC shall pay to the LPA the B1 Social Infrastructure Contribution;</p> <p>3.3.5 the LPA shall spend the B1 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved B1 Social Infrastructure Report as being funded from the B1 Social Infrastructure Contribution;</p> <p>3.3.6 the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:</p> <p>(a) LLDC has carried out the B2 Education Review and submitted it to the LPA for Approval; and</p> <p>(b) the B2 Education Review has been Approved;</p> <p>3.3.7 where the Approved B2 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:</p> <p>(a) LLDC shall by no later than 5 (five) Working Days following Approval of the B2 Education Review commence the B2 Education and Infrastructure Consultations;</p> <p>(b) the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:</p> <p>(i) LLDC has carried out the B2 Education and Infrastructure Consultations;</p> <p>(ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final B2 Education and Infrastructure Report to the LPA for Approval;</p> <p>(iii) the B2 Education and Infrastructure Report has been Approved; and</p>	Conditional Consultation	LLDC		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
	<p>(iv) LLDC has complied with paragraph 3.3.9;</p> <p>3.3.8 LLDC shall carry out the B2 Education and Infrastructure Consultations and prepare the B2 Education and Infrastructure Report in accordance with paragraph 8.5;</p> <p>3.3.9 within 10 (ten) Working Days of Approval of the B2 Education and Infrastructure Report LLDC shall pay to the LPA the:</p> <p>(a) B2 Education Contribution; and</p> <p>(b) B2 Social Infrastructure Contribution;</p> <p>3.3.10 the LPA shall spend the:</p> <p>(a) B2 Education Contribution on the Additional Education Provision identified in the Approved B2 Education and Infrastructure Report as being funded from the B2 Education Contribution; and</p> <p>(b) B2 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved B2 Education and Infrastructure Report as being funded from the B2 Social Infrastructure Contribution;</p> <p>3.3.11 where the Approved B2 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:</p> <p>(a) LLDC shall by no later than 5 (five) Working Days following Approval of the B2 Education Review commence the B3 Social Infrastructure Consultation;</p> <p>(b) the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:</p> <p>(i) LLDC has carried out the B3 Social Infrastructure Consultation;</p> <p>(ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final B3 Social Infrastructure Report to the LPA for Approval; and</p> <p>(iii) the B3 Social Infrastructure Report has been Approved; and</p> <p>(iv) LLDC has complied with paragraph 3.3.13;</p> <p>3.3.12 LLDC shall carry out the B3 Social Infrastructure Consultation and prepare the B3 Social Infrastructure Report in accordance with paragraph 8.5;</p> <p>3.3.13 within 10 (ten) Working Days of Approval of the B3 Social Infrastructure Report LLDC shall pay to the LPA the Unspent Social Infrastructure Contribution B;</p> <p>3.3.14 the LPA shall spend the Unspent Social Infrastructure Contribution B on the Additional Social Infrastructure Provision identified in the Approved B3 Social Infrastructure Report as being funded from the Unspent Social Infrastructure Contribution B</p> <p>the event any part of the Social Infrastructure Contribution remains unspent or uncommitted as at the date 3 (three) years following Completion of the Development, the LPA shall return such unspent or uncommitted sums to the person who made the original payment to the LPA within 20 (twenty) Working Days of the third anniversary of Completion of the Development.</p>	Conditional Payment	LPA		Deleted
4.1	<p>The Developer shall not Occupy more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until the Developer has submitted to the LPA for Approval the SS Location Report.</p>	Submission	LLDC	Discharged (14/00307/106)	
4.2	<p>By no later than the Occupation of 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development the Developer shall:</p> <p>4.2.1 secure an Education Provider for the Secondary School, and the LPA hereby acknowledges that an Education Provider for the Secondary School has already been secured</p>			The Secondary School was approved pursuant to 16/00035/FUL, has been constructed and was opened in September 2018.	
4.3	Not Used			See 4.2	Retained for PDZ12 only
4.4	The Developer shall not submit the SS Specification to the LPA for approval unless and until an Education Provider for the Secondary School has been secured.	Compliance	LLDC	See 4.2	Retained for PDZ12 only
4.5	<p>Prior to the submission of the planning application for the Secondary School Planning Permission, the Developer shall agree with the Education Provider for the Secondary School the scope of works that the Developer will carry out and complete in order to construct the Secondary School and the SS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the Secondary School and the SS Playing Fields and be as a minimum the SS Specification and the SS Playing Fields Specification) PROVIDED THAT in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the Secondary School and the SS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the SS Specification and/or the SS Playing Fields Specification such that the Schools Cost Cap for the Secondary School and the SS Playing Fields is not exceeded.</p>	Compliance	LLDC	See 4.2	Retained for PDZ12 only
4.6	The Developer shall submit to the LPA for approval the SS Location Report and the SS Specification at the same time as the application for the Secondary School Planning Permission is submitted, such submission to be accompanied by evidence of the approval of the Education Provider for the Secondary School.	Compliance	LLDC	See 4.1 and 4.2	Retained for PDZ12 only
4.7	The Developer shall not Occupy more than 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development unless and until the Secondary School has been Commenced.	Compliance	LLDC	See 4.2	Amended to replace site-wide trigger with PDZ12 trigger for PDZ12 only
4.8	<p>The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until:</p> <p>4.8.1 the Secondary School has been completed in accordance with the scope of works agreed pursuant to paragraph 4.5;</p> <p>4.8.2 the School Lease has been offered to the Education Provider for the Secondary School on the heads of terms Approved by the LPA and either:</p> <p>(a) such Schools Lease has been granted to the Education Provider; or</p> <p>(b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease</p>	Compliance	LLDC	See 4.2	Amended to replace site-wide trigger with PDZ12 trigger for PDZ12 only

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4.9	being first offered for grant to the Education Provider (the "First Offer Period"); and 4.8.3 the Second Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider	Compliance	LLDC	See 4.2	Retained for PDZ12 only
4.10	Where the Schools Lease for the Secondary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the Secondary School and the provisions of paragraph 4.8 shall re-apply	Compliance	LLDC	See 4.2	Retained for PDZ12 only
4.11	Where the Schools Lease for the Secondary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the Secondary School.	Option	LLDC	See 4.2	Retained for PDZ12 only
4.12	The Developer shall: 4.12.1 notify the LPA in writing at least 6 (six) months prior to the date that the Secondary School is anticipated to be opened for use that the Secondary School is anticipated to be opened for use on the date specified in that notice; and 4.12.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the Secondary School.	Notification	LLDC	Discharged (18/00219/106)	Retained for PDZ12 only
5.1	5.1.1 Not Used 5.1.2 Not Used				
	5.1.3 The Developer shall submit the FPS Playing Fields Management Plan to the LPA for approval not more than 6 (six) months prior to the FPS Playing Fields being open for use.	Submission	Education Provider	Discharged (20/00339/106)	Retained for PDZ5 only
	5.1.4 The Developer shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until the FPS Playing Fields have been completed in accordance with the relevant Reserved Matters approval and made available for use by Gainsborough School and, following construction of the First Primary School, the First Primary School and the FPS Playing Fields Management Plan has been approved by the LPA.	Compliance	LLDC	See 1.1	Amended to replace site-wide trigger with PDZ5 trigger for PDZ5 only
	5.1.5 Following completion of the FPS Playing Fields, the Developer shall permit the general public to use the FPS MUGA outside School Hours in accordance with the approved FPS Playing Fields Management Plan and shall operate, manage and maintain the FPS MUGA in accordance with the approved FPS Playing Fields Management Plan	Compliance	Education Provider		Retained for PDZ5 only
	5.1.6 Following completion of the FPS Playing Fields, unless the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or to the local education authority responsible for Gainsborough School (in which case paragraph 5.1.7 shall apply), the Developer shall operate, manage and maintain the FPS Playing Fields for the life of the Development in accordance with the approved FPS Playing Fields Management Plan	Compliance	Education Provider		Retained for PDZ5 only
	5.1.7 In the event that the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or local education authority responsible for Gainsborough School, the lease of the FPS Playing Fields shall include a requirement that the FPS Playing Fields are operated, managed and maintained in accordance with the FPS Playing Fields Management Plan	Compliance	LLDC		Retained for PDZ5 only
	5.1.8 In the event that the lease of FPS Playing Fields shall require that the lessee operates, manages and maintains the FPS Playing Fields, the lessee in occupation of the FPS Playing Field shall operate, manage and maintain the FPS Playing Fields in accordance with the FPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against such lessee of the FPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee	Other			Retained for PDZ5 only
5.2	5.2.1 The Developer shall submit the SPS Playing Fields Specification to the LPA for approval at the same time as the first Reserved Matters application for the Second Primary School is submitted	Submission	LLDC	Discharged (16/00042/106)	Retained for PDZ4 only
	5.2.2 Not Used				
	5.2.3 The Developer shall submit the SPS Playing Fields Management Plan to the LPA for approval not less than 6 (six) months prior to the SPS Playing Fields being open for use.	Submission	Education Provider	Discharged (17/00581/106)	Retained for PDZ4 only
	5.2.4 The Developer shall not Occupy more than 4,000 (four thousand seven hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the SPS Playing Fields have been completed in accordance with the SPS Playing Fields Specification and made available for use by the Second Primary School and the Secondary School and the SPS Playing Fields Management Plan has been approved by the LPA.	Compliance	LLDC	See 2.1	Amended to replace site-wide trigger with PDZ4 trigger for PDZ4 only
	5.2.5 Following completion of the SPS Playing Fields, the Developer shall permit the general public to use the SPS MUGA outside School Hours in accordance with the approved SPS Playing Fields Management Plan and shall operate, manage and maintain the SPS MUGA in accordance with the approved SPS Playing Fields Management Plan	Compliance	Education Provider		Retained for PDZ4 only
	5.2.6 Following completion of the SPS Playing Fields, unless the SPS Playing Fields are leased to the Education Provider of the First Primary School (in which case paragraph 5.2.7 shall apply), the Developer shall operate, manage and maintain the SPS Playing Fields for the life of the Development in accordance with the approved SPS Playing Fields Management Plan.	Compliance	Education provider		Retained for PDZ4 only
	5.2.7 In the event that the SPS Playing Fields are leased to the Education Provider of the Second Primary School, the lease of the SPS Playing Fields shall include a requirement that the SPS Playing Fields are operated, managed and maintained in accordance with the SPS Playing Fields Management Plan	Compliance	LLDC		Retained for PDZ4 only
	5.2.8 In the event that the lease of the SPS Playing Fields shall require that the lessee operates, manages and maintains the SPS Playing Fields, the lessee shall operate, manage and maintain the SPS Playing Fields in accordance with the SPS Playing Fields	Other			Retained for PDZ4 only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
5.3	<p>Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against the lessee of the SPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee</p> <p>5.3.1 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until the SPS MUGA has been completed in accordance with the SPS Specification and the Community Track has been completed in accordance with the Community Track Planning Permission and the SS Playing Fields are made available for use by the Secondary School and the SPS Playing Fields Management Plan has been approved by the LPA.</p> <p>5.3.2 Following completion of the SPS MUGA, unless the SPS MUGA is leased to the Education Provider of the Second Primary School (in which case paragraph 5.3.3 shall apply), the Developer shall operate, manage and maintain the SPS MUGA for the life of the Development in accordance with the approved SPS Playing Fields Management Plan</p> <p>5.3.3 In the event that the SPS MUGA is leased to the Education Provider of the Second Primary School, the lease of the SPS MUGA shall include a requirement that the SPS MUGA is operated, managed and maintained in accordance with the SPS Playing Fields Management Plan.</p> <p>5.3.4 In the event that the lease of the SPS MUGA shall require that the lessee operates, manages and maintains the SPS MUGA, the lessee shall operate, manage and maintain the SPS MUGA in accordance with the SPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against the lessee of the SPS MUGA and any person succeeding to or deriving title from or claiming an interest from such lessee.</p>	Compliance	LLDC	See 4.2	Amended to replace site-wide trigger with PDZ12 trigger for PDZ12 only
6.1	Not Used				
6.2	Not Used				
6.3	<p>6.3.1. Subject to paragraph 6.8.1, the Developer shall not Occupy more than 339 (three hundred and thirty-nine) Residential Units which are permitted to be constructed in PDZ4 unless and until the PDZ4 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.</p> <p>6.3.2. The PDZ4 Nursery Facility may be co-located with the First Primary School.</p>	Compliance	LLDC		Retained for PDZ4 only
6.4	<p>6.4.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ5 unless and until the PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.</p> <p>6.4.2 In the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:</p> <p>(a) Occupy more than 319 (three hundred and nineteen) Residential Units which are permitted to be constructed in PDZ5 unless and until the first PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;</p> <p>(b) Occupy more than 603 (six hundred and three) Residential Units which are permitted to be constructed in PDZ5 unless and until the second PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.</p> <p>6.4.3 Subject to paragraph 6.8.1, in the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ5 unless and until the PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.</p>	Compliance	LLDC	The nursery facilities have been provided.	Retained for PDZ5 only
6.5	<p>6.5.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ6 identifies that the PDZ6 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 499 (four hundred and ninety-nine) Residential Units which are permitted to be constructed in PDZ6 unless and until the PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.</p> <p>6.5.2 In the event the ZMP for PDZ6 identifies that the PDZ6 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:</p> <p>(a) Occupy more than 350 (three hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until the first PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;</p> <p>(b) Occupy more than 650 (six hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until the second PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.</p> <p>6.5.3 The PDZ6 Nursery Facilities may be co-located with the PDZ6 Healthcare Facility.</p>	Compliance	LLDC	The nursery facilities have been provided.	Retained for PDZ6 only
6.6	<p>6.6.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ8 identifies that the PDZ8 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 678 (six hundred and seventy-eight) Residential Units which are permitted to be constructed in PDZ8 unless and until the PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.</p> <p>6.6.2 In the event the ZMP for PDZ8 identifies that the PDZ8 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:</p> <p>(a) Occupy more than 469 (four hundred and sixty-nine) Residential Units which are permitted to be constructed in PDZ8 unless and until the first PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;</p> <p>(b) Occupy more than 886 (eight hundred and eighty-six) Residential Units which are permitted to be constructed in PDZ8 unless and until the second PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.</p> <p>6.6.3 The PDZ8 Nursery Facilities may be co-located with the PDZ8 Healthcare Facility.</p>	Compliance	LLDC		Retained for PDZ8A only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
6.7	<p>Subject to paragraph 6.8.1, the Developer shall not occupy more than 200 (two hundred) Residential Units which are permitted to be constructed in PDZ12 unless and until the PDZ8 Nursery Facilities have been completed to Shell and Core Standard and marketed to operators in accordance with paragraphs 6.8.2 and 6.8.3 or unless and until interim nursery facilities comprising a total GEA of at least 180m<sup>2</sup> and constructed to Shell and Core Standard to serve PDZ12 have been provided and will continue to be provided in PDZ8 or PDZ12 until the PDZ8 Nursery Facilities have been provided.</p> <p>6.8.1 The Developer shall use Reasonable Endeavours to secure an operator or operators for each of the Nursery Facilities and such obligation shall extend to marketing the Nursery Facilities for a period of at least 6 months commencing at least 6 months prior to the anticipated date of completion for each of the Nursery Facilities on lease terms set out in paragraph 6.8.2 (the "Nursery Marketing Period") PROVIDED THAT in the event despite using such Reasonable Endeavours no agreement for lease is entered into for a Nursery Facility within the Nursery Marketing Period the LPA and the Developer shall agree to a further marketing period and if at the end of that further marketing period no agreement for lease is entered into in respect of such Nursery Facility the Developer shall not be required to provide such Nursery Facility.</p> <p>6.8.2 The lease to be offered for each of the Nursery Facilities pursuant to the marketing exercise required by paragraph 6.8.1 shall be at Market Rent.</p> <p>6.8.3 Following the grant of a lease of each of the Nursery Facilities and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the Nursery Facilities subject to such lease(s) shall not be used other than for the provision of childcare services unless otherwise agreed in writing with the LPA</p> <p>6.8.4 All Reserved Matters applications for each of the Nursery Facilities shall contain details as to the proposed opening hours for the Nursery Facility the subject of the Reserved Matters application.</p>	Compliance	LLDC		Deleted
6.8	<p>6.8.1 The Developer shall use Reasonable Endeavours to secure an operator or operators for each of the Nursery Facilities and such obligation shall extend to marketing the Nursery Facilities for a period of at least 6 months commencing at least 6 months prior to the anticipated date of completion for each of the Nursery Facilities on lease terms set out in paragraph 6.8.2 (the "Nursery Marketing Period") PROVIDED THAT in the event despite using such Reasonable Endeavours no agreement for lease is entered into for a Nursery Facility within the Nursery Marketing Period the LPA and the Developer shall agree to a further marketing period and if at the end of that further marketing period no agreement for lease is entered into in respect of such Nursery Facility the Developer shall not be required to provide such Nursery Facility.</p> <p>6.8.2 The lease to be offered for each of the Nursery Facilities pursuant to the marketing exercise required by paragraph 6.8.1 shall be at Market Rent.</p> <p>6.8.3 Following the grant of a lease of each of the Nursery Facilities and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the Nursery Facilities subject to such lease(s) shall not be used other than for the provision of childcare services unless otherwise agreed in writing with the LPA</p> <p>6.8.4 All Reserved Matters applications for each of the Nursery Facilities shall contain details as to the proposed opening hours for the Nursery Facility the subject of the Reserved Matters application.</p>	Compliance	LLDC		To be retained and made PDZ-specific for those PDZs with nursery facilities
7.1	By no later than Occupation of 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development, LLDC shall carry out the Post Education Contribution Consultation and shall prepare the Post Education Contribution Report in accordance with paragraph 8.5 and for the avoidance of doubt LLDC shall be entitled to carry out Post Education Contribution Consultations at any time from Commencement of the Development up to Occupation of 3,300 (three thousand three hundred) Residential Units.	Consultation	LLDC	Discharged (15/00612/106)	Deleted
7.2	Following the Approval of the Post Education Contribution Report LLDC shall commission/procure and deliver the identified Post Education Provision in accordance with the Approved Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of the identified Post Education Provision and details of the expenditure of the identified Post Education Provision.	Submission		Discharged (18/00192/106, 21/00016/106)	Deleted
7.3	In the event following Approval of the Post Education Contribution Report LLDC identifies additional appropriate Post Education Provision ("Additional Post Education Provision") and/or needs to update the Approved Post Education Contribution Report in respect of the identified Post Education Provision and/or the identified Post Education Provision, LLDC shall carry out the Post Education Contribution Consultation and shall prepare the Updated Post Education Contribution Report in accordance with paragraph 8.5.	Conditional Consultation		See 7.2	Deleted
7.4	Following the Approval of the Updated Post Education Contribution Report LLDC shall commission/procure and deliver the identified Post Education Provision and/or Additional Post Education Provision in accordance with the Approved Updated Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of such identified Post Education Provision and/or Additional Post Education Provision (as applicable) and such updates shall include details of the expenditure of the identified Post Education Provision.	Compliance		See 7.2	Deleted
7.5	In the event as at Occupation of 3,300 (three thousand three hundred) Residential Units permitted to be constructed across the Development some or all of the Post Education Contribution has not been allocated or spent in accordance with the provisions of paragraphs 7.1 to 7.4 (inclusive), LLDC shall:	Compliance			Deleted
7.6	7.5.1 identify appropriate Post Education Provision taking into account the type of sixth form provision and anticipated capacity of the sixth form following take up by the Development that will form part of the Secondary School (the "Final Post Education Provision") such that all of the Post Education Contribution has been allocated and/or spent; and	Compliance			Deleted
7.7	7.5.2 carry out a Post Education Contribution Consultation on the Final Post Education Provision and prepare the Final Post Education Contribution Report in accordance with paragraph 8.5.	Compliance			Deleted
7.8	The Developer shall not occupy more than 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development unless and until paragraph 7.5 has been complied with.	Compliance			Deleted
8.1	Following Approval of the Final Post Education Contribution Report LLDC shall commission/procure and deliver the Final Post Education Provision in accordance with the Approved Final Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of such Final Post Education Provision and such updates shall include details of the expenditure of the Post Education Contribution and shall continue until the identified Post Education Provision and/or the Additional Post Education Provision and/or the Final Post Education Provision (as appropriate) has been provided.	Compliance	LLDC		To be retained and made PDZ-specific for those PDZs with schools
8.2	Following the grant of a Schools Lease and if and so long as such Schools Lease (or any renewed or replacement Schools Lease) to the Education Provider(s) subsists, the Schools subject to such Schools Lease shall unless otherwise agreed in writing with the LPA not be used other than for education purposes to meet the education needs of the Development	Compliance	LLDC		
8.3	The Developer shall use Reasonable Endeavours to ensure that the Schools shall not be made available for Occupation unless and until a Schools Facilities Dual Use Agreement has been entered into with the applicable Education Provider.	Compliance			
8.4	The FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields shall not be made available for use pursuant to paragraphs 5.1.4, 5.2.4 and 5.3 respectively unless and until a Playing Fields Dual Use Agreement has been entered into between the Developer and the Education Provider and/or any other third party whose participation in the Playing Fields Dual Use Agreement is necessary.	Compliance		Discharged (17/00403/106 and 20/00339/106)	To be retained and made PDZ-specific for those PDZs with schools
8.5	Not Used				

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status						
8.5	<p><b>Original Obligation Wording</b></p> <p>Each Consultation shall be carried out as follows unless otherwise agreed with the LPA:            8.5.1 each Consultation shall be commenced when LLDC issues written invitations to the members of the relevant Working Group to take part in the Consultation. The invitation will set out the scope of the Consultation and will confirm the timescales set out below;            8.5.2 not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph 8.5.1 LLDC shall hold a meeting with the relevant Working Group to obtain the Working Group's initial views on the matters on which they are being consulted;            8.5.3 not more than 10 (ten) Working Days following the meeting held pursuant to paragraph 8.5.2 the Working Group shall submit its formal written response on the Consultation to LLDC;            8.5.4 not more than 20 (twenty) Working Days following receipt of the Working Group's formal written response pursuant to paragraph 8.5.3 LLDC shall prepare a draft of the relevant Report and shall submit the draft Report to the Working Group for its review and comment;            8.5.5 not more than 10 (ten) Working Days following receipt of the draft Report pursuant to paragraph 8.5.4 the Working Group shall provide its written comments on the draft Report to LLDC;            8.5.6 not more than 10 (ten) Working Days following receipt of the Working Group's comments pursuant to paragraph 8.5.5 LLDC shall prepare the final Report taking into account such comments and the final Report shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated. LLDC shall issue the final Report to the LPA for Approval.            The LPA shall confirm whether or not it approves each Report or heads of terms of the Schools Lease pursuant to paragraphs 1.1.2, 2.1.2 and 4.2.2 (as applicable) within:</p>	Compliance	LLDC		To be retained and made PDZ-specific for those PDZs with schools						
9.1	<p>9.1.1 10 (ten) Working Days of receipt of such Report or heads of terms of the Schools Lease pursuant to paragraph 1.1.2, 2.1.2 and 4.2.2 (as applicable) from the Developer or LLDC, or</p> <p>9.1.2 where the relevant Working Group has not provided written comments on the draft Report in accordance with paragraph 8, 28 (twenty-eight) Working Days; or</p> <p>9.1.3 where the LPA decides that it needs to report any Report or heads of terms of the Schools Lease pursuant to paragraphs 1.1.2, 2.1.2 and 4.2.2 (as applicable) to its planning committee, 40 (forty) Working Days of receipt of such Report</p> <p><b>PROVIDED THAT</b> where paragraph 9.1.3 applies, the LPA shall notify the Developer or LLDC (as appropriate) of such reporting to its planning committee within 10 (ten) Working Days of receipt of such Report or the heads of terms of each Schools Lease from LLDC or the Developer (as applicable) and <b>FURTHER PROVIDED THAT</b> in the event the LPA refuses to approve such Report or such heads of terms of each Schools Lease the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 10 (ten) Working Days or 28 (twenty-eight) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.</p>	Compliance	LPA		To be retained and made PDZ-specific for those PDZs with schools						
<b>SCHEDULE 9 – EMPLOYMENT AND TRAINING</b>											
1.1	<p>Subject to paragraph 1.2, the Developer shall use Reasonable Endeavours to meet the following targets in respect of construction jobs at the Development</p> <table border="1" data-bbox="279 851 311 1299"> <tr> <td>Construction jobs (in addition to apprenticeships and improvers)</td> <td>In Phase 1, a total of 25% of the construction workforce to be a Local Resident</td> </tr> <tr> <td></td> <td>In Phase 2, a total of 28% of the construction workforce to be a Local Resident</td> </tr> <tr> <td></td> <td>In Phase 3, a total of 30% of the construction workforce to be a Local Resident</td> </tr> </table> <p>In each of Phase 1, Phase 2 and Phase 3 a total of:</p> <ol style="list-style-type: none"> <li>3% of the construction workforce in each respective Phase to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents; and</li> <li>5% of the construction workforce in each respective Phase to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents</li> </ol>	Construction jobs (in addition to apprenticeships and improvers)	In Phase 1, a total of 25% of the construction workforce to be a Local Resident		In Phase 2, a total of 28% of the construction workforce to be a Local Resident		In Phase 3, a total of 30% of the construction workforce to be a Local Resident	Compliance	Developer		Amended to be PDZ-specific
Construction jobs (in addition to apprenticeships and improvers)	In Phase 1, a total of 25% of the construction workforce to be a Local Resident										
	In Phase 2, a total of 28% of the construction workforce to be a Local Resident										
	In Phase 3, a total of 30% of the construction workforce to be a Local Resident										
1.2	<p>and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to seeking to obtain an obligation in any Construction Contract requiring the contractor of the Tier 1 Contract and the contractor of the Tier 2 Contract to use Reasonable Endeavours to meet the job targets specified in this paragraph and to pay the London Living Wage.</p> <p>Where any variation to the Outline Site Wide Phase Plan is approved by the LPA pursuant to Condition LCS0.48, the Developer may also submit to the LPA for Approval any variations to the targets set out in paragraphs 1.1 and/or 2.1 arising as a result of such approved variation to the Outline Site Wide Phase Plan.</p>	Compliance	Developer		Amended to be consistent to changes to LCS conditions						



Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status				
2.1	<p>Subject to paragraph 1.2, the Developer shall use Reasonable Endeavours to meet the following targets in respect of end-use jobs at the Development:</p> <table border="1" data-bbox="215 481 486 1232"> <tr> <td data-bbox="215 481 263 683">Retail commercial and leisure end-use jobs</td> <td data-bbox="215 683 263 1232">In Phase 2, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident</td> </tr> <tr> <td data-bbox="263 481 311 683">Retail commercial and leisure end-use training</td> <td data-bbox="263 683 311 1232">           In Phase 3, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident            1. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents, and            2. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents         </td> </tr> </table> <p>and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to promoting to the Non-Residential Lessee the payment of the London Living Wage by the Non-Residential Lessee and to seeking to obtain an obligation in any Non-Residential Lease requiring the Non-Residential Lessee to use Reasonable Endeavours to meet the end-use job targets specified in this paragraph.</p>	Retail commercial and leisure end-use jobs	In Phase 2, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident	Retail commercial and leisure end-use training	In Phase 3, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident 1. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents, and 2. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents	Compliance	Developer		Amended to be PDZ-specific (and reflecting relevant land uses in those PDZs)
Retail commercial and leisure end-use jobs	In Phase 2, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident								
Retail commercial and leisure end-use training	In Phase 3, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident 1. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents, and 2. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents								
3.1	<p>The Developer shall not submit the first ZMP for the Development unless and until the Developer has submitted to the LPA, and the LPA has Approved, the first PTL Study.</p>	Submission	LLDC	Discharged (13/00050/106)	Deleted				
3.2	<p>In the event that the Approved first PTL Study concludes that the Practical Training Land should be provided, the Developer shall not Commence the Development unless and until the Developer:</p> <p>3.2.1 has agreed with the LPA the precise location of the Practical Training Land within the Site, the precise size of such Practical Training Land and the duration the Practical Training Land shall be made available; and</p> <p>3.2.2 has either:</p> <p>a) granted a lease of the Practical Training Land to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land; or</p> <p>b) where a lease for the Practical Training Land has not been granted to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land, the Developer has used Reasonable Endeavours to grant such lease within a period of not less than 5 (five) months from the date of such lease being first offered for grant to a training provider (the "Offer Period") at the rent set out in the Approved first PTL Study; and</p> <p>3.2.3 has made the Practical Training Land available to a training provider</p>	Compliance	LLDC	See 3.1					
3.3	<p>In the event that an agreement for lease is not entered into or a lease is not granted in respect of the Practical Training Land within the Offer Period, the Developer shall submit a detailed written statement to the LPA for Approval explaining why the agreement for lease or lease has not been completed or granted (as applicable) (together with reasonable evidence demonstrating that it has used Reasonable Endeavours) and upon the Approval of such written statement the Developer's obligation to provide the Practical Training Land prior to Commencement shall fall away subject to the Developer's on-going obligations under paragraph 7.</p>	Conditional Action	LLDC	See 3.1	Deleted				
3.4	<p>Where a lease of the Practical Training Land is granted to a training provider the Developer shall:</p> <p>3.4.1 provide and continue to make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details agreed pursuant to paragraph 3.2.1; and</p> <p>3.4.2 fence the Practical Training Land prior to the handover to any training provider and any costs incurred by the Developer in relation to the preparation of the Practical Training Land, the construction of any facilities on the Practical Training Land which the Developer may elect to construct and its use shall be defrayed from the LCSCPG Contribution.</p>	Compliance	LLDC	See 3.1	Deleted				
3.5	<p>In the event that the Approved first PTL Study concludes that there are available or suitable Off Site PT Facilities or that the construction needs of the Development and the targets set out in paragraph 1.1 would not be assisted by the Practical Training Land, the Developer's obligation to provide the Practical Training Land prior to Commencement shall fall away subject to the Developer's on-going obligations under paragraph 7.</p>	Other		See 3.1	Deleted				
3.6	<p>Any lease for the Practical Training Land to be granted pursuant to this paragraph 3, shall be granted at a rent of no more than that set out in the Approved first PTL Study</p>	Compliance	LLDC	See 3.1	Deleted				
4.1	<p>Prior to or on submission of the first ZMP for the Development, LLDC shall, at its sole expense, establish and thereafter operate LCSCPG in accordance with the LCSCPG Operating Procedures.</p>	Compliance	LLDC		Deleted				
4.2	<p>The Developer shall not submit the first ZMP for the Development unless and until the LCSCPG has been established in accordance with paragraph 4.1.</p>	Compliance	LLDC		Deleted				
4.3	<p>The Development shall not Commence unless and until LLDC has deposited into the LCSCPG Account the first instalment of the LCSCPG Contribution as identified in the Approved first LCS Careers Programme for the first LCS Operational Period of the Development.</p>	Payment	LLDC	Discharged (18/00191/106)	Deleted				
4.4	<p>The Developer shall not Commence the Development unless and until the first instalment of the LCSCPG Contribution as identified in the Approved first LCS Careers Programme for the first LCS Operational Period of the Development has been deposited into the LCSCPG Account</p>	Compliance	LLDC	See 4.3	Deleted				

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
4.5	Within 20 (twenty) Working Days following Approval of each subsequent LCS Careers Programme pursuant to paragraphs 6.3 and 6.4, LLDC shall deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution as identified in the relevant LCS Careers Programmes for each respective LCS Operational Period.	Compliance	LLDC		Deleted
4.6	Where an Approved monitoring and review report prepared pursuant to paragraph 7 includes a PTL Study that identifies any Additional Employment Measures, within 20 (twenty) Working Days following Approval of such monitoring and review report including such PTL Study, LLDC shall deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution needed to meet the cost of delivering such Additional Employment Measures.	Compliance	LLDC	See 4.3	Deleted
4.7	In the event that at the Completion of the Development any part of the LCSCPG Contribution has not been paid into the LCSCPG Account, LLDC shall pay such remaining funds to the LPA for the LPA to spend in accordance with Clause 8.5.	Conditional Payment	LLDC		Deleted
5.1	5.1.1 LLDC shall set up the LCSCPG Account within four months of 28th September 2012 and in any event prior to Commencement of Development for the purpose of receiving the LCSCPG Contribution. 5.1.2 LLDC shall ensure that the LCSCPG Account shall be in the name of the "London Legacy Development Corporation." 5.1.3 LLDC shall ensure that the LCSCPG Account shall be of a kind that attracts interest at no less than the rate that can be secured for deposits on the London Interbank Market for withdrawal at one month's notice. 5.1.4 The interest accruing in the LCSCPG Account will form part of the LCSCPG Contribution. 5.1.5 The Developer shall not commence the Development unless and until the LCSCPG Account has been set up to receive the LCSCPG Contribution in accordance with paragraphs 5.1.1 to 5.1.5 (inclusive).	Action	LLDC	Discharged (13/00046/106)	Deleted
5.2	5.2.1 During each LCS Operational Period, LLDC shall draw down from the LCSCPG Account such funds as is required to deliver the aims, objectives and measures set out in the applicable LCS Careers Programme for that LCS Operational Period. 5.2.2 In the event that during any LCS Operational Period LLDC does not expend all of the instalment of the LCSCPG Contribution for that LCS Operational Period, the remaining funds of the instalment shall be available for expenditure in subsequent LCS Operational Periods.	Compliance	LLDC		Deleted
5.3	5.3.1 The LCSCPG Account shall be closed on the earlier of: a) the LCSCPG ceasing to exist pursuant to the LCSCPG Operating Procedures; and b) the date that the LCSCPG Account ceases to have a credit balance of more than £1 (one pound). 5.3.2 Where the LCSCPG Account is closed pursuant to paragraph 5.3.1(a), LLDC shall pay any funds remaining in the LCSCPG Account to the LPA for the LPA to spend in accordance with Clause 8.5.	Action	LLDC	Closed	Deleted
6.1	Prior to or on submission of the first ZMP for the Development, LLDC shall submit a draft of the first LCS Careers Programme for the first LCS Operational Period of the Development to the LCSCPG for consideration and will take into account LCSCPG's comments in preparing any amendments to the first LCS Careers Programme before submitting it to the LPA for Approval.	Submission	LLDC	Discharged (13/00070/106)	Deleted
6.2	The Developer shall not commence the Development unless and until the first LCS Careers Programme has been submitted to the LPA for Approval and has been Approved.	Compliance	LLDC	See 6.1	Deleted
6.3	No later than three months prior to the end of the each LCS Operational Period, LLDC shall submit a draft of the next LCS Careers Programme for the next LCS Operational Period of the Development to the LCSCPG for consideration and will take into account LCSCPG's comments in preparing any amendments to the next LCS Careers Programme before submitting it to the LPA for Approval.	Submission	LLDC	Discharged (16/00110/406, with the final Third Programme approved on 7 <sup>th</sup> May 2019 by LCSCPG)	Deleted
6.4	The provisions of paragraph 6.3 shall continue to apply to all LCS Operational Periods until the LCSCPG ceases to exist pursuant to the LCSCPG Operating Procedures.	Other			Deleted
6.5	Following the Approval of each LCS Careers Programme and subject to any updates and/or revisions as may be Approved pursuant to paragraph 7, LLDC shall implement and continue to implement each Approved LCS Careers Programme for the relevant LCS Operational Period.	Compliance	LLDC		Deleted
6.6	Each LCS Careers Programme shall, as a minimum, include initiatives and measures to provide education and training opportunities and employment advice and programmes in order to assist Local Residents to gain employment in jobs related to the Development by increasing their knowledge, skills, experience and confidence, such initiatives and measures to include (but not limited to): 6.6.1 measures to be adopted to enable the Agreed Targets to be achieved including provision of the Practical Training Land or Additional Employment Measures identified by a PTL Study to be included in the LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1; 6.6.2 labour market forecasting for both construction and end-use workforce requirements across the Development; 6.6.3 skills training to meet both construction and end-use workforce requirements across the Development; 6.6.4 job and apprenticeship brokerage including any requirements for on-Site facilities to assist in bringing job-seekers and employers based at the Development together; 6.6.5 methods of raising awareness within the Host Boroughs of career opportunities and supply-chain opportunities during the construction of the Development and post-construction of the Development; and 6.6.6 the instalment of the LCSCPG Contribution needed to meet the anticipated cost of delivering the aims, objectives and measures set out in the LCS Careers Programme for the relevant LCS Operational Period and the cost of delivering any Practical Training Land to be provided pursuant to paragraph 3 or paragraph 7 (as applicable).	Compliance	LLDC		Deleted
6.7	Where any PTL Study identifies any Additional Employment Measures, following the Approval of such PTL Study the Additional Employment Measures identified in such PTL Study shall be deemed to form part of the relevant Approved LCS Careers Programme for the LCS Operational Period applicable to that PTL Study.	Compliance	LLDC		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
7.1	<p>LLDC will submit a draft monitoring and review report to the LCSCPG every 12 (twelve) months until the LCSCPG ceases to exist pursuant to the LCSCPG Operating Procedures, the first such report to be submitted to the LCSCPG no later than 31 March following the first anniversary of the start of the first LCS Operational Period, each report to contain the following information:</p> <p>7.1.1 progress in the Developer achieving the Agreed Targets, including (to the extent LLDC is not prevented from doing so by any rule of law whether domestic or international and to the extent LLDC is provided with such data (having used Reasonable Endeavours to obtain such data from the Developer)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status;</p> <p>7.1.2 progress in implementing the relevant LCS Careers Programme together with any updates and/or revisions to the relevant LCS Careers Programme;</p> <p>7.1.3 where the Practical Training Land has been provided pursuant to paragraphs 3 or 7.3 (as applicable), a review of:</p> <ol style="list-style-type: none"> <li>the effectiveness of such Practical Training Land in assisting to meet the construction needs of the Development and/or in assisting to achieve the targets set out in paragraph 1.1; and</li> <li>the term of years left on the lease granted to the training provider in respect of the Practical Training Land and where such review concludes that Practical Training Land has assisted in meeting the construction needs of the Development and/or has assisted in achieving the targets set out in paragraph 1.1 and the lease of the Practical Training Land is due to come to an end in the following 12 (twelve) month period, a PTL Study;</li> </ol> <p>7.1.4 where no Practical Training Land has been provided as a result of paragraphs 3.3 or 3.5 or 7.4, a PTL Study;</p> <p>7.1.5 the number of Non-Residential Unit completions across the Development; and</p> <p>7.1.6 annual certificated accounts (marked for the attention of the Director of Planning Decisions at the LPA) of the LCSCPG Account setting out:</p> <ol style="list-style-type: none"> <li>the expenditure of the relevant instalment of the LCSCPG Contribution including an itemised statement detailing all interest accruing to and all payments out of the LCSCPG Account annually; and</li> <li>the forecast spend of the relevant LCSCPG Contribution against the relevant LCS Careers Programme for the forthcoming 12 month period including, where Additional Employment Measures are identified in a PTL Study, whether any further instalment of the LCSCPG Contribution is needed</li> </ol> <p>and LLDC will take into account have the LCSCPG's comments before submitting each monitoring and review report to the LPA for Approval and where LLDC does not agree with such comments, the monitoring and review report shall include a reasoned explanation and justification of why such comments have not been incorporated.</p>	Submission	LLDC	Discharged (15/00380/106 - 2013/14 15/00585/106 - 2014/15 16/00498/106 - 2015/16 17/00574/106 - 2016/17 18/00193/106 - 2017/18 21/00019/106 - 2019/20)	Deleted
7.2	LLDC will submit each monitoring and review report (the draft of which having been prepared pursuant to paragraph 7.1) to the LPA for Approval no later than four weeks following receipt of the LCSCPG's comments on the draft monitoring and review report.	Compliance	LLDC	See 7.1	Deleted
7.3	<p>Where the PTL Study Approved as part of a monitoring and review report pursuant to paragraph 7.2 concludes that the Practical Training Land should be provided, the Developer shall:</p> <p>7.3.1 where Practical Training Land has not been provided:</p> <ol style="list-style-type: none"> <li>within three months of the Approval of such PTL Study, agree with the LPA the precise location of the Practical Training Land within the Site, the precise size of such Practical Training Land, the duration the Practical Training Land shall be made available and the timetable for the delivery of the Practical Training Land;</li> <li>within 15 Working Days of agreeing with the LPA the details set out in paragraph 7.3.1(a), offer to grant a lease of the Practical Training Land to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land at the rent set out in such Approved PTL Study and shall use Reasonable Endeavours to enter into such lease for a period of 5 (five) months from the lease being first offered for grant;</li> <li>make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details and timetable for delivery agreed pursuant to paragraph 7.3.1(a); and</li> <li>where a lease of the Practical Training Land is granted to a training provider the Developer shall: <ol style="list-style-type: none"> <li>provide and continue to make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details agreed pursuant to paragraph 7.3.1(a); and</li> <li>fence the Practical Training Land prior to the handover to any training provider</li> </ol> </li> </ol> <p>and any costs incurred by the Developer in relation to the preparation of the Practical Training Land, the construction of any facilities on the Practical Training Land and its use shall be defrayed from the LCSCPG Contribution.</p> <p>7.3.2 where Practical Training Land has been provided and the lease of the Practical Training Land is due to come to an end in the following 12 (twelve) month period, use Reasonable Endeavours to enter into a new lease of such Practical Training Land with a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land.</p>	Conditional Action	LLDC	See 7.1	Deleted
7.4	In the event that an agreement for lease is not entered into or a lease is not granted within 5 (five) months of the first offer having been made pursuant to paragraph 7.3.1(b) or 7.3.2, the Developer shall submit a detailed written statement to the LPA for Approval explaining why the agreement for lease or lease has not been completed or granted (as applicable) (together with reasonable evidence demonstrating that it has used Reasonable Endeavours) and upon the Approval of such written statement the Developer's obligation to provide the Practical Training Land shall fall away subject to the Developer's on-going obligations under paragraph 7.	Conditional Submission	LLDC	See 7.1	
7.5	Any lease for the Practical Training Land to be granted pursuant to this paragraph 7, shall be granted at a rent of no more than that set out in the Approved PTL Study.	Compliance	LLDC		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
8.1	<p>In the event as at submission of the SZMP for SPDZ 5A, the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Developer shall not be required to provide the Minimum Managed Workspace in the B1 Units in SPDZ 5A.</p>	Other			Deleted as the minimum managed workspace at Here East has been delivered (see 17/00144/106)
8.2	<p>In the event as at submission of the SZMP for SPDZ 5A, some or all of the Minimum Managed Workspace has not been Secured as part of the IBC/MPC Legacy Development, the following shall apply:</p> <p>8.2.1 the SZMP for SPDZ 5A shall identify the proposed location of the LCS Minimum Managed Workspace within SPDZ 5A;</p> <p>8.2.2 the Developer shall not Occupy more than 380 (three hundred and eighty) of the Residential Units which are permitted to be constructed in SPDZ 5A unless and until:</p> <p>a) the LCS Minimum Managed Workspace has been let on market lease terms; or</p> <p>b) where all or part of the LCS Minimum Managed Workspace has not been let, the Developer has used Reasonable Endeavours to enter into an agreement for lease or grant a lease in respect of the LCS Minimum Managed Workspace within the Managed Workspace Marketing Period, the Developer has submitted the Managed Workspace Marketing Report to the LPA for Approval and the LPA has Approved the Managed Workspace Marketing Report;</p> <p>8.2.3 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA does not Approve the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace and the provisions of paragraph 8.2.1 shall re-apply;</p> <p>8.2.4 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA has Approved the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace on the lease terms set out in the Approved Managed Workspace Marketing Report and the Developer shall use Reasonable Endeavours to enter into such agreement for lease or grant such lease within 3 (three) months of the expiry of the First Offer Period (the "Second Offer Period");</p> <p>8.2.5 where an agreement for lease or lease for the LCS Minimum Managed Workspace is not completed or granted (as applicable) within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to complete or grant such agreement for lease or lease (as applicable), the Developer shall not be required to provide the LCS Minimum Managed Workspace as part of the Development in SPDZ 5A notwithstanding that the SZMP for SPDZ 5A shows the provision of LCS Minimum Managed Workspace;</p> <p>8.2.6 where the Developer enters into an agreement for lease or grants a lease in respect of some or all of the LCS Minimum Managed Workspace in SPDZ 5A, the Developer shall deliver such LCS Minimum Managed Workspace in SPDZ 5A and following the grant of a lease in respect of some or all of the LCS Minimum Managed Workspace and if and so long as such lease (or any renewed or replacement lease) subsists, the LCS Minimum Managed Workspace subject to such lease shall not unless otherwise agreed in writing with the LPA be used other than for Managed Workspace</p>	Conditional Action	Developer		Deleted
8.3	<p>In the event as at submission of the SZMP for SPDZ 8A, the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 8A, the Developer shall not be required to provide the Minimum Managed Workspace in the B1 Units in SPDZ 8A.</p>	Other			Deleted
8.4	<p>In the event as at submission of the SZMP for SPDZ 8A, some or all of the Minimum Managed Workspace has not been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 8A, the following shall apply:</p> <p>8.4.1 the SZMP for SPDZ 8A shall identify the proposed location of the LCS Minimum Managed Workspace within SPDZ 8A;</p> <p>8.4.2 the Developer shall not Occupy more than 740 (seven hundred and forty) of the Residential Units which are permitted to be constructed in SPDZ 8A unless and until:</p> <p>a) the LCS Minimum Managed Workspace has been let on market lease terms; or</p> <p>b) where all or part of the LCS Minimum Managed Workspace has not been let, the Developer has used Reasonable Endeavours to enter into an agreement for lease or grant a lease in respect of the LCS Minimum Managed Workspace within the Managed Workspace Marketing Period, the Developer has submitted the Managed Workspace Marketing Report to the LPA for Approval and the LPA has Approved the Managed Workspace Marketing Report;</p> <p>8.4.3 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA does not Approve the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace and the provisions of paragraph 8.4.1 shall re-apply;</p> <p>8.4.4 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA has Approved the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace on the lease terms set out in the Approved Managed Workspace Marketing Report and the Developer shall use Reasonable Endeavours to enter into such agreement for lease or grant such lease within 3 (three) months of the expiry of the First Offer Period (the "Second Offer Period");</p> <p>8.4.5 where an agreement for lease or lease for the LCS Minimum Managed Workspace is not completed or granted (as applicable) within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used)</p>	Conditional Action	Developer		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
8.4.6	to complete or grant such agreement for lease or lease (as applicable), the Developer shall not be required to provide the LCS Minimum Managed Workspace as part of the Development in SPDZ 8A notwithstanding that the SZMP for SPDZ 8A shows the provision of LCS Minimum Managed Workspace; where the Developer enters into an agreement for lease or grants a lease in respect of some or all of the LCS Minimum Managed Workspace in SPDZ 8A, the Developer shall deliver such LCS Minimum Managed Workspace and if and so long as following the grant of a lease in respect of some or all of the LCS Minimum Managed Workspace and if and so long as such lease (or any renewed or replacement lease) subsists, the LCS Minimum Managed Workspace subject to such lease shall not unless otherwise agreed in writing with the LPA be used other than for Managed Workspace.				
9.1	Subject to the PDZ Viability Assessment, in respect of SPDZ 5A and SPDZ 8A, not less than 930sq m of B1 Units in SPDZ 5A and/or SPDZ 8A shall be provided as Affordable Workspace.				To be amended and applied to PDZ8A only Deleted.
10.1	The LPA shall confirm whether or not it Approves any Approval Document submitted to it under this Schedule within: 10.1.1 20 (twenty) Working Days of receipt of any Approval Document; or 10.1.2 where the LPA decides that it needs to report any Approval Document to its planning committee, 40 (forty) Working Days of receipt of such Approval Document <b>PROVIDED THAT</b> where paragraph 10.1.1 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 10 (ten) Working Days of receipt of any Approval Document submitted to it under this Schedule and <b>FURTHER PROVIDED THAT</b> in the event the LPA refuses to Approve any Approval Document the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.	Compliance	LPA		
<b>SCHEDULE 10 – GREEN INFRASTRUCTURE</b>					
1.1	1.1.1 Subject always to paragraph 1.1.2, LLDC shall use Reasonable Endeavours to provide 49.1ha of BAP Habitat within the Olympic Park and <b>FOR THE AVOIDANCE OF DOUBT</b> the figure of 49.1ha is based upon the anticipated provision of 4.4 ha of BAP Habitat on the Stadium Site as part of Stadium Transformation and in the event that Stadium Transformation as may be approved by the LPA does not provide 4.4ha of BAP Habitat on the Stadium Site the 49.1ha Olympic Park wide quantum of BAP Habitat shall be reduced accordingly 1.1.2 LLDC shall provide no less than 45ha of BAP Habitat in the Olympic Park (which for the avoidance of doubt includes the Site BAP Habitat) <b>SAVE THAT</b> in the event that the LPA approves any planning application that reduces the quantum of BAP Habitat in the Olympic Park that is not Site BAP Habitat, LLDC shall not be required to increase the quantum of Site BAP Habitat to compensate for such reduction.	Compliance	LLDC	Discharged (20/00015/106)	Deleted
1.2	1.2.1 Prior to Occupation of any Residential Units, LLDC shall prepare and submit to the LPA for Approval a Biodiversity Action Plan for the Olympic Park. 1.2.2 The Developer shall not Occupy any Residential Units unless and until the Biodiversity Action Plan has been submitted to the LPA pursuant to paragraph 0 and has been Approved. 1.2.3 LLDC shall use Reasonable Endeavours to liaise with Lee Valley Regional Park Authority, Canal & River Trust and the London Borough of Hackney (as land owner of part of the Non LLDC Land) and any other owners of Non LLDC Land in the preparation of the Biodiversity Action Plan in relation to those parts of the Biodiversity Action Plan that relate to Non LLDC Land. 1.2.4 On submission of the Biodiversity Action Plan, the LPA shall consult on the content of the said Biodiversity Action Plan with Natural England, Canal & River Trust, the Environment Agency, Lee Valley Regional Park Authority, London Wildlife Trust, the London Borough of Hackney and such other organisations with an interest in nature conservation work and biodiversity as it may consider appropriate to consult. 1.2.5 Following each monitoring process pursuant to paragraphs 1.3.1(a) and 1.3.1(b), the LPA shall in consultation with LLDC and with regard to the results of the monitoring process required by paragraphs 1.3.1(a) and 1.3.1(b), determine whether an update is required to the Biodiversity Action Plan and, if it determines that an update is so required, LLDC shall update the Biodiversity Action Plan as soon as practicable thereafter.	Submission	LLDC	Discharged (13/00391/106). Updated by 20/00015/706	Deleted
1.3	1.3.1 At the same time as submitting the Biodiversity Action Plan to the LPA, LLDC shall submit details to the LPA for Approval of a mechanism to: a) monitor the implementation of the Biodiversity Action Plan on the LLDC Land and measure the success of the measures set out therein in respect of the LLDC BAP; b) use Reasonable Endeavours to secure the monitoring of the implementation of the Biodiversity Action Plan on Non LLDC Land and measure the success of the measures set out therein in respect of Non LLDC BAP; c) report the information referred to at paragraphs 1.3.1(a) and 1.3.1(b) to the LPA; and d) the monitoring pursuant to paragraphs 1.3.1(a) and 1.3.1(b) shall take place annually on the anniversary of the Approval of the Biodiversity Action Plan for the first three years following Approval of the Biodiversity Action Plan and thereafter every two years up to Completion of the Development unless otherwise agreed in writing with the LPA.	Submission	LLDC	Discharged (15/00255/106, 18/00237/106, 23/00055/106)	Deleted
	1.3.2 Immediately following delivery of any Site BAP Habitat and until Completion of the Development, the Developer shall; a) comply with the provisions of the Approved Biodiversity Action Plan in relation to Site BAP Habitat; b) commence and continue to monitor all Site BAP Habitat and report the results of such monitoring to the LPA in accordance with the mechanism agreed pursuant to paragraph 1.3.1; and c) maintain all Site BAP Habitat in accordance with the Approved Biodiversity Action Plan; and d) manage all Site BAP Habitat in accordance with the Approved Biodiversity Action Plan and as required by the monitoring exercise.	Compliance	LLDC		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
2.1	<p>2.1.1 Subject always to paragraph 2.1.2, LLDC shall use Reasonable Endeavours to ensure the provision of 110ha of PAOS within the Olympic Park.</p> <p>2.1.2 LLDC shall provide no less than 102ha of PAOS in the Olympic Park (which for the avoidance of doubt includes the Site PAOS) (as required under Condition LTD.22) SAVE THAT in the event that the LPA approves any planning application that reduces the quantum of PAOS within the Olympic Park that is not Site PAOS, LLDC shall not be required to increase the quantum of Site PAOS to compensate for such reduction.</p>	Compliance	LLDC		Deleted
2.2	<p>2.2.1 Prior to Occupation of any Residential Units, LLDC shall prepare and submit to the LPA for Approval a PAOS Plan for the Olympic Park, and the Developer shall not Occupy any Residential Units until the PAOS Plan has been Approved by the LPA.</p> <p>2.2.2 The Developer shall not Occupy any Residential Units unless and until the PAOS Plan has been submitted to the LPA pursuant to paragraph 2.2.1 and has been Approved.</p> <p>2.2.2 LLDC shall use Reasonable Endeavours to liaise with any owners of Non LLDC Land in the preparation of the PAOS Plan in relation to those parts of the PAOS Plan that relate to Non LLDC Land.</p> <p>2.2.4 On submission of the PAOS Plan, the LPA shall consult on the content of the said PAOS Plan with the GLA and such other organisations with an interest in PAOS as it considers appropriate to consult.</p> <p>2.2.5 Following each monitoring process pursuant to paragraphs 2.3.1(a) and 2.3.1(b), the LPA shall in consultation with LLDC and with regard to the results of the monitoring process required by paragraphs 2.3.1(a) and 2.3.1(b), determine whether an update is required to the PAOS Plan and, if it determines that an update is so required, LLDC shall update the PAOS Plan as soon as practicable thereafter.</p>	Submission	LLDC	Approved (20/00199/106 and 22/00101/106)	Deleted
2.3	<p>2.3.1 At the same time as submitting the PAOS Plan to the LPA, LLDC shall submit details to the LPA for Approval of a mechanism to:</p> <p>a) monitor the implementation of the PAOS Plan on the LLDC Land;</p> <p>b) use Reasonable Endeavours to secure the monitoring of the implementation of the PAOS Plan on Non LLDC Land;</p> <p>c) report the information referred to at paragraphs 2.3.1(a) and 2.3.1(b) to the LPA; and</p> <p>d) the monitoring pursuant to paragraphs 2.3.1(a) and 2.3.1(b) shall take place annually on the anniversary of the Approval of the PAOS Plan for the first three years following Approval of the PAOS Plan and thereafter every two years up to completion of the Development unless otherwise agreed in writing with the LPA.</p> <p>2.3.2 Immediately following Approval of the PAOS Plan and until Completion of the Development, the Developer shall:</p> <p>a) comply with the provisions of the Approved PAOS Plan in relation to Site PAOS;</p> <p>b) use Reasonable Endeavours to comply with the provision of the Approved PAOS Plan in relation to PAOS on Non LLDC Land; and</p> <p>c) commence and continue to monitor all PAOS and report the results of such monitoring to the LPA in accordance with the mechanism agreed pursuant to paragraph 2.3.1.</p>	Submission	LLDC	Approved (20/00199/106 and 22/00101/106)	Deleted
3.1	<p>The LPA shall confirm whether or not it Approves each Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 within:</p> <p>3.1.1 20 (twenty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1; or</p> <p>3.1.2 where the LPA decides that it needs to report such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 to its planning committee, 40 (forty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1</p> <p><b>PROVIDED THAT</b> where paragraph 3.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 (as applicable) and <b>FURTHER PROVIDED THAT</b> in the event the LPA refuses to approve such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.</p>	Compliance	LLDC		Deleted
<b>SCHEDULE 11 - SUSTAINABILITY</b>					
1.1	<p>LLDC shall use Reasonable Endeavours to extend the District Heating Network to allow the connection of all buildings to be constructed in PDZs 8 and 12 and shall provide a written report to the LPA not less than once every 12 (twelve) months following the Commencement of Development until the date specified in paragraph 1.2 below outlining the steps LLDC has taken to satisfy this obligation and the progress made towards securing the extension</p> <p>LLDC's obligations in paragraph 1.1 shall cease to apply:</p> <p>1.2.1 in the case of PDZ 8, upon whichever is the later of the Occupation of the first Residential Unit in SPDZ8A or SPDZ8B; and</p> <p>1.2.2 in the case of PDZ12, upon Occupation of the first Residential Unit in PDZ 12</p>	Submission	LLDC	Partially discharged (15/00563/AOD).	Retained for PDZ8A, 8B, and 12 only.
1.2	<p>The Developer shall use Reasonable Endeavours to achieve as a minimum the following CO<sub>2</sub> emission reduction targets through On Plot measures to reduce Regulated Emissions by exploring a variety of alternatives to deliver such reductions:</p> <p>2.1.1 25% improvement on 2010 Building Regulations in the period to 2013</p> <p>2.1.2 40% improvement on 2010 Building Regulations from 2013</p>	Other			Retained for PDZ8A, 8B, and 12 only.
2.1	<p>The Developer shall use Reasonable Endeavours to achieve as a minimum the following CO<sub>2</sub> emission reduction targets through On Plot measures to reduce Regulated Emissions by exploring a variety of alternatives to deliver such reductions:</p> <p>2.1.1 25% improvement on 2010 Building Regulations in the period to 2013</p> <p>2.1.2 40% improvement on 2010 Building Regulations from 2013</p>	Compliance	Developer	Partially Discharged (18/00350/106 – PDZ5 Phase 1,	Retained

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
2.1.3 2.1.4	Zero Carbon for all dwellings from 2016 Zero Carbon for non-residential buildings from 2019			22/00832/106 – PDZ5 Phase 2, 22/00477/106 – PDZ6 Phase 3 and 4	
2.2	Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Offset Solutions to meet the applicable Carbon Reduction Targets as at the date of the relevant Reserved Matters application, no Development shall be commenced pursuant to the relevant Reserved Matters approval until the Developer has paid to the LPA a contribution based on the following calculation: EA x B x C = £D Where: "A" is £46 (forty six pounds), (indexed) "B" is the tonnage of Residual CO <sub>2</sub> Emissions to be off set by Offset Solutions as identified in the approved energy statement "C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report) "D" is the contribution payable and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133 or such other projects and/or solutions as may be identified in the approved energy statement.	Payment	Developer	Payment made: Chobham Manor Phase 3&4 – 22/00447/106) East Wick Phase 1 (18/00350/106) East Wick Phase 2 (22/00382/106)	Retained
2.3	Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Locally Adopted Offset Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation: EA x B x C = £D Where: "A" is the carbon price per tonne as set by the Locally Adopted Offset Solutions policy "B" is the tonnage of Residual CO <sub>2</sub> Emissions to be off set by Locally Adopted Offset Solutions as identified in the approved energy statement "C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report) "D" is the contribution payable and the LPA shall apply any contributions received pursuant to this paragraph to the list of projects and/or solutions identified in its Locally Adopted Offset Solutions policy or such other projects and/or solutions as may be identified in the approved energy statement.	Payment	Developer	See 2.1.	Retained
2.4	Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of National Allowable Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation: EA x B x C = £D Where: "A" is the carbon price per tonne as set by the National Allowable Solutions policy "B" is the tonnage of Residual CO <sub>2</sub> Emissions to be off set by National Allowable Solutions as identified in the approved energy statement "C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report) "D" is the contribution payable and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133, in any Locally Adopted Offset Solutions policy and/or such other projects and/or solutions as may be identified in the approved energy statement.	Payment	Developer	See 2.1.	Retained
2.5	Energy statements submitted pursuant to Condition LCS0.131 shall only identify the use of National Allowable Solutions where the National Allowable Solutions policy is introduced after the Locally Adopted Offset Solutions policy and then only to the extent it expressly replaces any Locally Adopted Offset Solutions policy	Compliance	Developer	See 2.1.	Retained
2.6	The Developer's total liability pursuant to paragraphs 2.2 to 2.4 shall not exceed £6,904,000 (six million nine hundred and four thousand pounds), indexed	Other		See 2.1.	Amended to be PDZ-specific
2.7	The Developer shall assist the LPA in carrying out any studies to identify potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions and the Developer shall submit representations on any consultation on the identification of potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions	Compliance	Developer	See 2.1.	Retained
3.1	LLDC shall: 3.1.1 work with Thames Water in the carrying out of the Thames Water Study and the Old Ford Study; and 3.1.2 use Reasonable Endeavours to supply the Development with non-potable water from the Old Ford Facility PROVIDED THAT this obligation shall cease to apply to the extent that the Feasibility Conclusions contained in the Approved Old Ford Study indicate pursuant to paragraph 3.7 that it is not feasible to: (a) use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 (or any part(s) thereof); and/or (b) extend the Old Ford Facility to serve the Development in PDZs 8 and 12 (or any part(s) thereof).	Submission	LLDC		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
3.2	LLDC shall provide a written report to the LPA within 12 (twelve) months of 28th September 2012 and supplemental written reports not less than once every 12 (twelve) months thereafter outlining the steps LLDC has taken to satisfy the obligations in paragraph 3.1 PROVIDED THAT following the Approval of the Old Ford Study pursuant to paragraph 3.3 LLDC and the LPA shall agree such other period for reporting as may be reasonable in light of the Feasibility Conclusions	Submission	LLDC		Deleted
3.3	LLDC covenants to carry out, diligently proceed with and complete the Old Ford Study and submit the same to the LPA for Approval by no later than 1 April 2019	Compliance	LLDC	Discharged (19/00128/106)	Deleted
3.4	The Developer shall not Occupy more than 2,000 (two thousand) Residential Units, which are permitted to be constructed across the Development, unless and until such time as the Old Ford Study has been Approved	Compliance	Developer		Deleted
3.5	In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is feasible to use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 (or any part(s) thereof) LLDC covenants to: 3.5.1 make and diligently pursue applications for all necessary consents; and 3.5.2 subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 (or the relevant part(s) thereof) in accordance with the programme set out in the Approved Old Ford Study.	Conditional Action	LLDC		Deleted
3.6	In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is feasible to extend the Old Ford Facility to serve the Development in PDZs 8 and 12 (or any part(s) thereof) LLDC covenants to: 3.6.1 make and diligently pursue applications for all necessary consents; and 3.6.2 subject to obtaining all necessary consents, to carry out such works as are necessary to extend the Old Ford Facility to serve the Development in PDZs 8 and 12 (or the relevant part(s) thereof) in accordance with the programme set out in the approved Old Ford Study	Conditional Action	LLDC		Deleted
3.7	In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is not feasible to: 3.7.1 use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 (or any part(s) thereof); and/or 3.7.2 extend the Old Ford Facility to serve the Development in PDZs 8 and 12 (or any part(s) thereof); then the following shall apply: 3.7.3 LLDC covenants to work with Thames Water (or such other operator of the Old Ford Facility) to ascertain whether the Old Ford Facility could be utilised for other uses within the Olympic Park; and 3.7.4 the Developer covenants to use Reasonable Endeavours to incorporate alternative measures to reduce potable water use including (but not limited to) rainwater harvesting, grey water recycling and local sewage treatment in such parts of the Development for which Reserved Matters applications subsequently come forward taking into account the feasibility (both financially and technically) of such alternative measures, and the steps the Developer has taken to comply with this obligation shall be set out in the water statement to be submitted with each such Reserved Matters application pursuant to Condition LCS0.134.	Compliance	LLDC/Developer		Deleted
3.8	Where the Developer and LLDC are the same entity, in using its Reasonable Endeavours pursuant to paragraph 3.7.3 LLDC shall apply so much of the Sustainability Contribution as is remaining at the time on incorporating into the Development alternative measures to reduce potable water use and LLDC shall provide the LPA with a report every 12 (twelve) months following the Approval of the Old Ford Study detailing: 3.8.1 how much of the Sustainability Contribution remains; 3.8.2 how much of the Sustainability Contribution has been spent in complying with paragraph 3.7.3 over the previous 12 (twelve) months; 3.8.3 the measures which have been implemented and how such measures have assisted in reducing potable water use; and 3.8.4 the expected spend for the forthcoming 12 (twelve) months	Conditional Action	LLDC		Deleted
3.9	Where the Developer and LLDC are not the same entity, LLDC shall work with the Developer to: 3.9.1 where paragraph 3.5 applies, to use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6 (or the relevant part(s) thereof); 3.9.2 where paragraph 3.6 applies, to extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12 (or the relevant part(s) thereof); 3.9.3 where paragraph 3.7 applies, to incorporate into the Development alternative measures to reduce potable water use	Compliance	LLDC/Developer		Deleted
3.10	This paragraph 3 shall be without prejudice to the requirement to submit a water statement with all Reserved Matters Applications pursuant to Condition LCS0.134	Other			Deleted
3.11	LLDC's maximum liability in complying with this paragraph 3 shall not exceed the Sustainability Contribution.	Other			Deleted
4.1	The Developer shall use Reasonable Endeavours to achieve the following targets: 4.1.1 to transport to the Site by rail and/or water not less than 25% of construction materials, by weight, used in the construction of the Development; and 4.1.2 to transport from the Site by rail and/or water not less than 50% of construction waste, by weight, arising from the construction of the Development	Compliance	Developer		Retained
5.1	Without prejudice to the Baseline Conditions and subject to paragraphs 5.2 to 5.7 inclusive, the Development in each PDZ shall be substantially in accordance with Sustainability Planning Policies current at the date of submission of the ZMP for the relevant PDZ and at the date of submission of the SZMP for the relevant SPDZ.	Compliance	Developer		Amended to be PDZ-specific
5.2	Save in respect of the ZMP for PDZ6, where, as at the date of submission of each ZMP and each SZMP, there has been a change in Sustainability Planning Policies since the approval of the previous ZMP or SZMP, as the case may be, (or in the case of the submission of the first ZMP or SZMP, after the ZMP for PDZ6, since 28th September 2012), such ZMP or SZMP, as the case may	Compliance	LLDC		Amended to be PDZ-specific



Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
	<p>be, shall be accompanied by a report, such report to be prepared by LLDC not more than two months in advance of the submission of the ZMP and/or SZMP, as the case may be, (the "Sustainability Enhancements Report") detailing the estimated total cost of providing Sustainability Enhancements, together with a breakdown of those estimated costs for each element of the Sustainability Enhancements, required in order for the proposed development for that ZMP or SZMP, as the case may be, to comply with paragraph 5.1 across both the PDZ which is the subject of such ZMP or SZMP and all remaining SPDZs for which there is no approved SZMP as at the date of the submission of such ZMP or SZMP, as the case may be, (together the "Remaining PDZs"), such estimated costs having been certified by the Sustainability Cost Consultant, and the provisions of paragraphs 5.5 and 5.6 or paragraph 5.7 shall then apply as appropriate.</p>				
5.3	<p>LLDC shall include with each Sustainability Enhancements Report details of the remaining unallocated amount of the Sustainability Enhancements Cap as at the date of the submission of the relevant ZMP or the relevant SZMP, as the case may be, to which the said Sustainability Enhancements Report relates taking into account the estimated total cost of providing the Sustainability Enhancements in the PDZ or SPDZ, as the case may be, to which the Sustainability Enhancements Report relates and the estimated cost of any Sustainability Enhancements set out in approved ZMPs and SZMPs.</p> <p>Only those costs certified by the Sustainability Cost Consultant shall be counted towards the Sustainability Enhancements Cap.</p>	Compliance	LLDC		Amended to be PDZ-specific
5.4	<p>Where the estimated total cost of providing the Sustainability Enhancements set out in the relevant Sustainability Enhancements Report would, if implemented across the Remaining PDZs and when taken together with the estimated cost of any Sustainability Enhancements set out in approved ZMPs and SZMPs, result in the Sustainability Enhancements Cap being exceeded then:</p>	Other	LLDC/LPA		Retained
5.5	<p>5.5.1 LLDC and the LPA shall use Reasonable Endeavours to agree which Sustainability Enhancements, if any, shall be included in which of the Remaining PDZs, and</p> <p>5.5.2 each subsequent ZMP and each subsequent SZMP for all Remaining PDZs (other than the PDZ the subject of the submitted ZMP and the SPDZ the subject of the submitted SZMP) for which there is no approved ZMP and no approved SZMP shall be prepared by the Developer on the basis of the provision of those agreed Sustainability Enhancements, save where there is a subsequent change in Sustainability Planning Policies (including but not limited to the introduction of new Sustainability Planning Policies, any amendments to Sustainability Planning Policies, any relaxation in or tightening of the requirements of any Sustainability Planning Policies, or the abolition of any Sustainability Planning Policies) prior to the submission of such subsequent ZMPs and such subsequent SZMPs in which case the provisions of paragraph 5.2 shall then apply, mutatis mutandis.</p>	Conditional Action	LLDC/LPA		Amended to be PDZ-specific
5.6	<p>Where LLDC and the LPA having used Reasonable Endeavours cannot agree pursuant to paragraph 5.5.1 which Sustainability Enhancements shall be included in which of the Remaining PDZs then either party may refer the matter for determination by the Expert pursuant to Clause 13.</p>	Other			Amended to be PDZ-specific
5.7	<p>Where the estimated total cost of providing the Sustainability Enhancements set out in the Sustainability Enhancements Report would, if implemented across the Remaining PDZs and when taken together with the cost of any Sustainability Enhancements set out in approved ZMPs and approved SZMPs, not result in the Sustainability Enhancements Cap being exceeded, each subsequent ZMP and each subsequent SZMP for the Remaining PDZs (other than PDZ the subject of the current ZMP and other than the SPDZ the subject of the current SZMP) for which there are no approved ZMPs and approved SZMPs shall be prepared by the Developer on the basis of the provision of all of the Sustainability Enhancements set out in the relevant Sustainability Enhancements Report, save where there is a subsequent change in Sustainability Planning Policies (including but not limited to the introduction of new Sustainability Planning Policies, any amendments to Sustainability Planning Policies, any relaxation in or tightening of the requirements of any Sustainability Planning Policies, or the abolition of any Sustainability Planning Policies) prior to the submission of such subsequent ZMPs and such subsequent SZMPs in which case the provisions of paragraph 5.2 shall then apply, mutatis mutandis.</p>			Deleted	
5.8	<p>LLDC and the LPA shall jointly appoint and retain whenever shall be necessary for the purposes of this paragraph 5 a suitably qualified Sustainability Cost Consultant to determine the estimated cost of providing the Sustainability Enhancements as set out in each Sustainability Enhancements Report for each ZMP that shall be submitted, and the costs of such appointment shall be apportioned as follows:</p> <p>5.8.1 100% of the costs shall be payable by LLDC where the costs relate to a period when LLDC and the LPA are separate statutory bodies</p> <p>5.8.2 the costs shall be split 50/50 where the costs relate to a period when LLDC and the LPA are different functions of the same statutory body</p>	Action	LLDC/LPA		Amended to be PDZ-specific
5.9	<p>Where Compliance with the Baseline Conditions together with any agreed Sustainability Enhancements would not be technically possible (including but not limited to incompatible technologies or incompatible construction requirements) as demonstrated by, if required by the LPA, an engineering report obtained by the Developer from an independent and suitably qualified engineer, the Developer and the LPA shall agree which of the Baseline Conditions and Sustainability Enhancements shall take precedence for the purposes of that ZMP or SZMP, as the case may be PROVIDED ALWAYS THAT any such agreement with the LPA shall not constitute a binding precedent or constitute the LPA's waiver of the need for Compliance with the Baseline Conditions and any Sustainability Enhancements in subsequent ZMPs or SZMPs.</p>	Conditional Action	Developer/LPA		Amended to be PDZ-specific
6.1	<p>The LPA shall confirm whether or not it Approves the Old Ford Study within:</p> <p>6.1.1 30 (thirty) Working Days of receipt of the Old Ford Study; or</p> <p>6.1.2 where the LPA decides the matter needs to be reported to its planning committee in which case the aforementioned period shall be extended to 40 (forty) Working Days</p> <p>PROVIDED THAT where paragraph 6.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Old Ford Study and FURTHER PROVIDED THAT in the event the LPA refuses to approve the Old Ford Study the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or the 40 (forty) Working Days, as applicable, the provisions of Clause 12 shall apply.</p>	Compliance	LPA		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
<b>SCHEDULE 12 – PUBLIC ART</b>					
1.1.	The Development shall not be Commenced until a suitable person has been identified within LLDC with responsibility for coordinating the following matters and evidence of the same provided to the LPA: 1.1.1 preparation and submission of the Site Wide Public Art and Cultural Events Strategy to the LPA for Approval; 1.1.2 preparation and submission of each Zonal Public Art and Cultural Events Strategy to the LPA for Approval (including working with the developers of Planning Delivery Zones to achieve the same where appropriate); 1.1.3 making applications for funding for New Public Art from the Arts Council and other arts bodies, private individuals and entities; 1.1.4 liaising with the Park Management Group and Estate Management Entities (where applicable) on the procurement of New Public Art and the organisation of Cultural Events; 1.1.5 the procurement and delivery of New Public Art; and 1.1.6 the organisation of Cultural Events.	Notification	LLDC	Discharged (13/0007/106)	Deleted
1.2	The role of Arts Co-ordinator shall be retained and filled by a suitable person at all times until the New Public Art to be provided as part of the Development has been installed and the Cultural Events have been held.	Compliance	LLDC		Deleted
1.3	The Developer shall not Commence the Development unless and until paragraph 1.1 has been Complied with.	Compliance	LLDC		Deleted
2.1	The Development shall not be Commenced until there has been submitted to and Approved in writing by the LPA a Site Wide Public Art and Cultural Events Strategy.	Submission	LLDC	Discharged (13/00069/106)	Deleted
2.2	The Developer shall not Commence the Development unless and until paragraph 2.1 has been Complied with	Compliance	LLDC	See 2.1	Deleted
2.3	LLDC shall review the Site Wide Public Art and Cultural Events Strategy at least every 2 (two) years commencing on the second anniversary of the Approval of the Site Wide Public Art and Cultural Events Strategy pursuant to paragraph 2.1 above and in the event that LLDC considers that the broad location of the New Public Art and/or opportunities for Cultural Events may need to be amended following such review LLDC shall submit a revised Site Wide Public Art and Cultural Events Strategy to the LPA for Approval	Submission	LLDC	Discharged (see also 15/00428/106).	Deleted
3.1	Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in a PDZ, the Zonal Masterplan for that PDZ and, if applicable, the SZMP for a SPDZ in that PDZ shall be accompanied by a Zonal Public Art and Cultural Events Strategy for Approval and no Development shall be Commenced in that PDZ (including any SPDZ) until the Zonal Public Art and Cultural Events Strategy has been Approved	Submission	Developer	Partially Discharged (13/00413/106 – PDZ6, 20/00195/AOD – PDZ4, 20/00196/AOD – PDZ5)	Amended to be PDZ-specific
3.2	The Zonal Public Art and Cultural Events Strategy shall be in conformity with the Approved Site Wide Public Art and Cultural Events Strategy	Compliance	Developer		Retained
3.3	Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in a PDZ, the Developer shall not submit the Zonal Masterplan for that PDZ or, if applicable, the SZMP for that SPDZ unless it is accompanied by the Zonal Public Art and Cultural Events Strategy required pursuant to paragraph 3.1 and the Developer shall not Commence Development in that PDZ (including any SPDZ) until the Zonal Public Art and Cultural Events Strategy has been Approved			Partially Discharged (20/00195/AOD – PDZ4, 20/00196/AOD – PDZ5)	Amended to be PDZ-specific
4.1	Where an Approved Zonal Public Art and Cultural Events Strategy identifies New Public Art to be installed in a PDZ or SPDZ (as applicable): 4.1.1 the New Public Art shall be procured by selecting an artist having regard to the "Guidelines for Commissioning and Selecting Artists and Craftspeople" published by Public Art On-Line and by holding either an open or limited competition and which for the avoidance of doubt could include the procurement of an artist into the development design teams for that PDZ or SPDZ (as applicable); 4.1.2 details of the New Public Art shall be submitted with the relevant Reserved Matters application for that part of the PDZ on which the New Public Art is to be located; and 4.1.3 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the relevant approved Zonal Masterplan or approved SZMP (as applicable) in that PDZ or SPDZ (as applicable)) shall be Occupied until the New Public Art in that PDZ or SPDZ (as applicable) has been installed or, if earlier, the New Public Art shall be installed prior to the area within which it is to be located or from which it is to be visible (as the case may be) becoming publicly accessible	Compliance	Developer	Discharged (18/00491/106, PDZ5)	Amended to be PDZ-specific
4.2	Once installed or erected the New Public Art shall be retained and maintained by the Developer in accordance with the details set out in the relevant Approved Zonal Public Art and Cultural Events Strategy	Compliance	Developer		Amended to be PDZ-specific

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
5.1	<p>Where an Approved Zonal Public Art and Cultural Events Strategy identifies one or more Cultural Events to be held in a PDZ or SPDZ (as applicable):</p> <p>5.1.1 LLDC shall consult with the LPA on the detailed planning of each Cultural Event;</p> <p>5.1.2 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the relevant approved Zonal Masterplan or approved SZMP (as applicable) in that PDZ or SPDZ (as applicable)) shall be occupied until the first identified Cultural Event has been held and a Cultural Event Report has been submitted to the LPA for Approval; and</p> <p>5.1.3 any additional identified Cultural Event(s) shall be held in accordance with the Zonal Public Art and Cultural Events Strategy and a Cultural Event Report shall be submitted to the LPA for Approval.</p>	Compliance	Developer	Discharged (18/0049/106, PDZ6)	Amended to be PDZ-specific
5.2	Any profits associated with the holding of a Cultural Event and identified in a Cultural Event Report shall be added to the Arts Fund.	Compliance	Developer		Deleted
6.1	<p>LLDC shall:</p> <p>6.1.1 apply the whole of the Arts Fund towards the provision of New Public Art and Cultural Events pursuant to each Approved Zonal Public Art and Cultural Events Strategy PROVIDED THAT no part of the Arts Fund shall be applied towards the costs of:</p> <p>a. the maintenance of the New Public Art;</p> <p>b. the formulation of the Site Wide Public Art and Cultural Events Strategy;</p> <p>c. the formulation of any Zonal Public Art and Cultural Events Strategy; and/or</p> <p>d. the process of short-listing, selecting and commissioning artists;</p> <p>6.1.2 report to the LPA every 12 (twelve) months on the expenditure of the Arts Fund; and</p> <p>6.1.3 in the event that any part of the Arts Fund is remaining following the completion of the New Public Art and holding of the Cultural Events identified in each Approved Zonal Public Art and Cultural Events Strategy, such sums shall be applied towards the holding of further Cultural Events or the provision of further New Public Art the details of which shall be agreed in advance with the LPA in writing.</p>	Submission	LLDC	Discharged (24/00030/106)	Deleted
7.1	<p>7.1 The LPA shall confirm whether or not it approves each Public Art Strategy within:</p> <p>7.1.1 20 (twenty) Working Days of receipt of such Public Art Strategy from LLDC, or</p> <p>7.1.2 where the LPA decides that it needs to report any Public Art Strategy to its planning committee, 40 (forty) Working Days of receipt of such Public Art Strategy</p> <p>PROVIDED THAT where paragraph 7.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Public Art Strategy from LLDC and FURTHER PROVIDED THAT in the event the LPA refuses to approve such Public Art Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.</p>	Compliance	LPA		Amended to be PDZ-specific
<b>SCHEDULE 13 – TELEVISION RECEPTION</b>					
1.1	The Developer will appoint the Reception Consultant by no later than the date of submission of the Developer's first application for the approval of Reserved Matters in relation to any part of the Development.	Compliance	Developer		Amended to be PDZ-specific
2.1	Within 1 (one) month of the submission of the Developer's first application for the approval of Reserved Matters in relation to any works of Development within each PDZ, the Developer will commission the Reception Consultant to produce a plan showing the Relevant TV Survey Area for that PDZ.	Compliance	Developer	See 2.2	Amended to be PDZ-specific
2.2	The Developer will submit each Relevant TV Survey Area produced pursuant to paragraph 2.1 to the LPA for Approval.	Submission	Developer	Partially Discharged (13/00587/106, PDZ6, 16/00520/REM, PDZ5)	Retained
3.1	<p>Developer will not Commence the Development in any PDZ until:</p> <p>3.1.1 the plan showing the Relevant TV Survey Area has been submitted to the LPA for Approval pursuant to paragraph 2.2 and has been Approved; and</p> <p>3.1.2 the First Reception Survey has been carried out in relation to that PDZ.</p>	Submission	Developer	Partially Discharged (13/00587/AOD, PDZ6, 16/00520/REM, PDZ5)	Amended to be PDZ-specific
3.2	Developer will submit a copy of the Reception Consultant's report setting out the results of each First Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.	Submission	Developer	Partially Discharged (13/00587, PDZ6, 16/00520/REM, PDZ5)	Retained
4.1	In the event that more than 10 (ten) complaints are received by the Developer or the LPA from occupiers of properties in any Relevant TV Survey Area Approved pursuant to paragraph 2.2 regarding deterioration in terrestrial and/or satellite television reception, the Developer will commission a Second Reception Survey within 20 (twenty) Working Days of receipt by the Developer or the LPA of the 10th (tenth) complaint.	Conditional Submission	Developer		Retained
4.2	Regardless of whether or not any Second Reception Survey has been commissioned by the Developer pursuant to paragraph 4.1, the Developer will commission a Second Reception Survey in relation to each PDZ not later than 20 (twenty) Working Days following the Completion of each PDZ.	Submission	Developer		Amended to be PDZ-specific
4.3	In the event any complaints are received by the Developer or the LPA within a period of 1 (one) year following the carrying out of the TV Reception Mitigation Measures in accordance with paragraph 5, paragraph 4.1 shall apply to such complaints with the	Conditional Submission	Developer		Retained

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
	effect that following receipt of 10 (ten) or more complaints the Developer will commission a further Second Reception Survey pursuant to paragraph 4.1.				
4.4	Upon commissioning any Second Reception Survey pursuant to paragraphs 4.1 or 4.2, the Developer will require the Reception Consultant to carry out and complete that Second Reception Survey and submit his report to the Developer within 40 (forty) Working Days of the date the Second Reception Survey is commissioned.	Compliance	Developer		Retained
4.5	The Developer will submit a copy of the Reception Consultant's report setting out the results of each Second Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.	Conditional Submission	Developer		Retained
5.1	In the event that the Reception Consultant's report setting out the results of any Second Reception Survey reveals a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties in the Relevant TV Reception Study Areas since the date of the First Reception Surveys and such deterioration is in the reasonable opinion of the Reception Consultant directly attributable to the Development (including construction equipment and final built form) (but not otherwise), the Developer shall within 3 (three) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey: <p>5.1.1 agree with the LPA the TV Reception Mitigation Measures that should be implemented;</p> <p>5.1.2 to the extent that the TV Reception Mitigation Measures involve works to individual properties the Developer shall deliver to each of the properties affected an offer (with reasonable terms and conditions incorporating those below) in a form which would if validly accepted by the occupier of the affected property within 6 (six) months of the date of the Developer's offer constitute a legally binding contract either:</p> <p>(a) (subject to the occupier granting access to the Developer and the Developer's workmen contractors and other representatives at reasonable times to be arranged) to carry out the TV Reception Mitigation Measures; or</p> <p>(b) following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval by the Developer of one of those quotations (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation to pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures</p> <p><b>PROVIDED THAT</b> the Developer shall only be obliged to an occupier under paragraph 5.1.2 if the relevant occupier in his or her acceptance of the Developer's offer to carry out the TV Reception Mitigation Measures or to pay the cost of the TV Reception Mitigation Measures as per the Developer's offer:-</p> <p>(c) undertakes with the Developer in legally enforceable form reasonably satisfactory to the Developer (acting reasonably) that sums paid and works carried out by the Developer (acting reasonably) will be in full and final settlement of any claim in respect of that property for TV Reception Mitigation Measures of any kind arising out of the construction operation or use of the Development; and</p> <p>(d) produces evidence that is reasonably satisfactory to the Developer that there is no other person entitled to claim for TV Reception Mitigation Measures to be carried out in respect of that property or (if there is) procures that each such person is bound in legally enforceable form by the undertaking referred to above and (if relevant) agrees to the relevant TV Reception Mitigation Measures being carried out.</p>	Conditional Action	Developer		Retained
5.2	The Developer shall either: <p>5.2.1 carry out the TV Reception Mitigation Measures in respect of the properties affected on receipt of a valid acceptance of the offer referred to in paragraph 5.1.2 from the relevant occupier subject to its workmen and/or contractors being permitted access at all reasonable times; or</p> <p>5.2.2 following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval of one of the submitted quotations by the Developer (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation to pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures.</p>	Condition Action	Developer		Retained
5.3	It is hereby acknowledged by the LPA that the Developer may instead of making an offer under paragraph 5.1.2, or carrying out the works or paying monies under paragraph 5.2 carry out works to boost signals generally in the area of some or all of the affected properties in substitution for works to individual properties if the Reception Consultant (acting reasonably) certifies to the LPA (providing reasonable evidence) that this would be likely to restore the quality of terrestrial and/or satellite television reception to the relevant affected property or properties within the Relevant TV Reception Study Areas to the standard assessed in the First Reception Surveys <b>PROVIDED THAT</b> an assessment of the effects of such boosting shows no other significant adverse impacts or if any such adverse impacts are identified that the LPA Approves such boosting	Conditional Action	Developer		Retained
5.4	If the Developer is to carry out the TV Reception Mitigation Measures in relation to any of the properties affected the Developer shall carry out such works as soon as practicable after receipt of the relevant occupier's letter of acceptance	Compliance	Developer		Retained
5.5	To the extent that the TV Reception Mitigation Measures are to antennae and equipment not on individual properties the Developer shall use Reasonable Endeavours to, within 6 (six) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey, obtain or procure any Requisite Consents required to implement these TV Reception Mitigation Measures and subject to receipt of those Requisite Consents carry out or procure the carrying out of the TV Reception Mitigation Measures as soon as practicable following receipt of those consents	Conditional Action	Developer		Retained

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
6.1	The Developer shall regularly provide information (not less than on an annual basis) to the LPA in respect of all sums paid pursuant to this Schedule, the TV Reception Mitigation Measures undertaken and any works undertaken pursuant to paragraph 5.3 and shall keep the LPA informed (not less than on an annual basis) regarding continuing discussions (if any) being held with the occupiers of the properties affected until such date that is 1 (one) year following the provision of the TV Reception Mitigation Measures.	Compliance	Developer		Retained
6.2	If the LPA passes to the Developer any complaints about a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties that is claimed to be attributable to the Development the Developer shall: 6.2.1 consult the Reception Consultant in respect of such claim; 6.2.2 if in the reasonable opinion of the Reception Consultant the complaint of significant deterioration in terrestrial and/or satellite television reception is directly attributable to the Development (but not otherwise), deal with the complainant as set out in paragraphs 4 and 5; and 6.2.3 provide information (not less than on an annual basis) to the LPA as to how the complaint has been dealt with including details of all sums paid and works undertaken and discussions held with the complainant. The maximum total liability of the Developer under this Schedule shall not exceed £175,000	Conditional Action	Developer		Retained
6.3		Other			Liability maximums to be broken down on a PDZ-specific basis.
6.4	The obligations in this Schedule shall cease to have effect after the first anniversary of Completion of Development in the PDZ or SPDZ which is the subject of the last ZMP or SZMP to be submitted for approval.	Other			Amended to be PDZ-specific
7.1	The LPA shall confirm whether or not it approves any information submitted to it under this Schedule within: 7.1.1 20 (twenty) Working Days of receipt of such information; or 7.1.2 where the LPA decides that it needs to report any such information to its planning committee, 40 (forty) Working Days of receipt of such information PROVIDED THAT where paragraph 7.1.2 applies, the LPA shall notify the Developer of such application within 10 (ten) Working Days of receipt of such information and FURTHER PROVIDED THAT in the event the LPA refuses to approve any such information the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply	Compliance	LPA		Retained
<b>SCHEDULE 15 – VIABILITY</b>					
1.1	LLDC and the LPA shall appoint and retain when necessary for the purposes of this Schedule a suitably qualified cost consultant to undertake the following functions: 1.1.1 to certify: c) the LLDC Actual Zonal Costs; d) the LLDC Actual Site Wide Costs; e) the Updated LLDC Zonal Costs; f) the LLDC SPDZ Works & Commitments Costs; g) each Annual LLDC Report; h) the LCS Benchmark Final Report(s); i) to provide estimates of PDZ Gross Development Costs and SPDZ Gross Development Costs in relation to paragraphs 1 and 2 of Appendix 12 for inclusion in each PDZ Viability Assessment, SPDZ Viability Assessment, Initial Viability Scenario and Further Viability Scenario and the costs of such appointment shall be apportioned as follows: a) 100% of the costs shall be payable by LLDC where the costs relate to a period when LLDC and the LPA are separate statutory bodies; b) the costs shall be split 50/50 where the costs relate to a period when LLDC and the LPA are different functions of the same statutory body	Action	LPA/LLDC		Amended to remove site-wide references and retained for PDZ8A, 8B, and 12 only.
1.2	By the earlier of 31 December 2014 or the date on which LLDC complies with paragraph 3.1.1 in respect of the first ZMP to come forward in respect of any of PDZ 5 and 8, LLDC shall submit to the LPA the LLDC SPDZ Works & Commitments Costs having calculated such LLDC SPDZ Works & Commitments Costs by taking the LLDC Zonal Works & Commitments Costs allocated for PDZs 5 and 8 and further allocating or dividing them between each of the SPDZs 5A, 5B, 8A and 8B such that appropriate LLDC Zonal Works & Commitments Costs are allocated to each SDPZ	Submission	LLDC		Deleted
1.3	By 31 January in each year following Commencement of Development until Completion of the Development, LLDC shall submit to the LPA an Annual LLDC Report every 12 (twelve) months in respect of the 12 (twelve) month period ending on the previous 31 December.	Submission	LLDC		Retained for PDZ8A, 8B, and 12 only.
1.4	Where any LLDC Actual Site Wide Cost Deficit or Updated LLDC Zonal Costs have arisen due to the date on which the costs are incurred for any or all of the relevant LLDC Works & Commitments for that PDZ or SPDZ being delayed or brought forward early and such delayed or early date is not in accordance with the Outline Phasing Plan and/or Development Parcel Phasing Plan, LLDC shall at the same time as Complying with paragraph 2.1.1 or paragraph 3.1.1 submit to the LPA an application to vary the Outline Phasing Plan pursuant to Condition LCS0.49 and/or vary the Development Parcel Phasing Plan pursuant to Condition LCS0.53.	Submission	LLDC		Amended to remove site-wide references and retained for PDZ8A, 8B, and 12 only.
1.A.1	A viability review mechanism pursuant to this Schedule 15 shall not be carried out in respect of PDZ4 or PDZ 5 and instead the Affordable Housing Units in PDZ4 and PDZ 5 shall be constructed in accordance with the quantum, unit size mix, tenure split, rent levels of the Affordable Rented Units as set out in paragraphs 1-3 (as applicable) and 6 of Schedule 3.	Compliance	Developer		Deleted

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
2.1	<p>Not more than 12 (twelve) months but not less than 3 (three) months prior to the anticipated submission of the ZMP for PDZ 12:</p> <p>2.1.1 LLDC shall submit to the LPA for agreement:</p> <ol style="list-style-type: none"> <li>the LLDC Zonal Report</li> <li>the PDZ Gross Development Costs</li> <li>the PDZ Gross Development Values</li> <li>the Relevant Target Affordable Rent Levels</li> </ol> <p>for the relevant PDZ Viability Assessment to the LPA for agreement PROVIDED THAT if agreement in writing is not reached within 20 (twenty) Working Days the provisions of Clause 13 shall apply;</p> <p>2.1.2 LLDC shall carry out the PDZ Viability Assessment for that PDZ using the PDZ Gross Development Costs, the PDZ Gross Development Values and the Relevant Target Affordable Rent Levels agreed or determined pursuant to paragraph 2.1.1 and submit such PDZ Viability Assessment to the LPA;</p> <p>2.1.3 LLDC shall as part of the PDZ Viability Assessment for that PDZ confirm whether the Proposed PDZ Development is likely to achieve the Relevant PDZ Benchmark;</p>				Amended to remove site-wide references and retained for PDZ12 only.
2.2	<p>In the event the PDZ Viability Assessment submitted pursuant to paragraph 2.1 indicates that the Proposed PDZ Development is likely to achieve the Relevant PDZ Benchmark, the ZMP for that PDZ shall be prepared on the basis of the Relevant Target Affordable Housing, the Relevant Family Housing Provision for that PDZ.</p>	Compliance	Developer		Retained for PDZ12 only
2.3	<p>In the event the PDZ Viability Assessment submitted pursuant to paragraph 2.1 indicates that the Proposed PDZ Development is not likely to achieve the Relevant PDZ Benchmark, the following provisions shall apply:</p> <p>2.3.1 LLDC shall submit to the LPA the Initial Viability Scenarios and shall indicate to the LPA in writing which one or more of the Initial Viability scenarios are Preferred Initial Viability Scenarios and the reasons for such preference;</p> <p>2.3.2 On receipt of the Initial Viability Scenarios, the LPA shall consult the relevant Host Boroughs and the GLA on the Initial Viability Scenarios;</p> <p>2.3.3 Within 40 (forty) Working Days of receipt of the Initial Viability Scenarios, the LPA shall confirm to LLDC the outcome of the consultation carried out pursuant to paragraph 2.3.2 and whether or not they approve one of the Preferred Initial Viability Scenarios;</p> <p>2.3.4 Where the LPA approves one of the Preferred Initial Viability Scenarios, the ZMP for that PDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units, the quantum of Family Housing for that PDZ and in respect of PDZ5 the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Preferred Initial Viability Scenario;</p> <p>2.3.5 Where the LPA does not approve any of the Preferred Initial Viability Scenarios, the following provisions shall apply:</p> <ol style="list-style-type: none"> <li>at the same time as confirming that it does not approve any of the Preferred Initial Viability Scenarios, the LPA shall submit to LLDC for approval the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ and in respect of PDZ5 the Relevant Affordable Workspace Parameters;</li> <li>within 10 (ten) Working Days of receipt of the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and the Relevant Family Housing Parameters for that PDZ pursuant to paragraph 2.3.5(a) LLDC shall confirm whether or not it approves the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for that PDZ and in respect of PDZ5 the Relevant Affordable Workspace Parameters;</li> <li>where LLDC does not approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ, the Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters and in respect of PDZ5 the Relevant Affordable Workspace Parameters shall be determined by the Expert pursuant to Clause 13;</li> <li>where LLDC does approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for that PDZ and in respect of PDZ5 the Relevant Affordable Workspace Parameters, LLDC shall within 10 (ten) Working Days prepare the Further Viability Scenarios and shall indicate to the LPA which is LLDC's preferred Further Viability Scenario and the reasons for such preference;</li> <li>within 20 (twenty) Working Days of receipt of the Further Viability Scenarios pursuant to paragraph 2.3.5(d), the LPA shall confirm whether or not it approves any of the Further Viability Scenarios and FOR THE AVOIDANCE OF DOUBT in deciding which Further Viability Scenario to approve, the LPA shall have regard to the Further Viability Scenario(s) that would enable the PDZ Benchmark to be achieved or, in the event none of the Further Viability Scenarios would result in the Relevant PDZ Benchmark being achieved, the Further Viability Scenario that is closest to the Relevant PDZ Benchmark being achieved but FOR THE FURTHER AVOIDANCE OF DOUBT the LPA shall not be obliged to approve such Further Viability Scenario;</li> <li>where the LPA approves one of the Further Viability Scenarios in accordance with paragraph 2.3.5(e), the ZMP for that PDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units, the quantum of Family Housing for that PDZ and in</li> </ol>	Submission	Developer		Retained for PDZ12 only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
3.1	<p>respect of PDZs only the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Further Viability Scenario;</p> <p>g) where the LPA does not approve one of the Further Viability Scenarios in accordance with paragraph 2.3.5(e) or where the LPA approves a Further Viability Scenario that LLDC considers does not achieve the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer, the decision as to which Further Viability Scenario submitted pursuant to this paragraph 2.3 shall be used for the preparation of the ZMP for that PDZ shall be determined by the Expert in accordance with Clause 13.</p> <p>Not more than 12 (twelve) months but not less than 3 (three) months prior to the anticipated submission of each ZMP for PDZ 8:</p> <p>3.1.1 LLDC shall submit to the LPA for agreement:</p> <ol style="list-style-type: none"> <li>the LLDC Zonal Report;</li> <li>the SPDZ Gross Development Costs;</li> <li>the SPDZ Gross Development Values;</li> <li>the Relevant Target Affordable Rent Levels; and</li> <li>for SPDZ 8A only, the Relevant Target Affordable Workspace;</li> </ol> <p>for the relevant SPDZ Viability Assessment PROVIDED THAT if agreement in writing is not reached within 20 (twenty) Working Days the provisions of Clause 13 shall apply.</p> <p>3.1.2 LLDC shall carry out the SPDZ Viability Assessment for that SPDZ using the SPDZ Gross Development Costs, the SPDZ Gross Development Values, the Relevant Target Affordable Rent Levels agreed or determined pursuant to paragraph 3.1.1, for SPDZ 8A only, the Relevant Target Affordable Workspace and submit such SPDZ Viability Assessment to the LPA;</p> <p>3.1.3 LLDC shall as part of the SPDZ Viability Assessment for that SPDZ confirm whether the Proposed SPDZ Development is likely to achieve the Relevant SPDZ Benchmark;</p>	Submission	Developer		Amended to be PDZ-specific and retained for PDZ8A and B only
3.2	<p>In the event the SPDZ Viability Assessment submitted pursuant to paragraph 3.1 indicates that the Proposed SPDZ Development is likely to achieve the Relevant SPDZ Benchmark, the SZMP for that SPDZ shall be prepared on the basis of the Relevant Target Affordable Housing, the Relevant Family Housing Provision, agreed or determined pursuant to paragraph 3.1, for SPDZ 8A only, the Relevant Target Affordable Workspace.</p>	Compliance	Developer		Amended to be PDZ-specific and retained for PDZ8A and B only
3.3	<p>In the event the SPDZ Viability Assessment submitted pursuant to paragraph 3.1 indicates that the Proposed SPDZ Development is not likely to achieve the Relevant SPDZ Benchmark the following provisions shall apply:</p> <p>3.3.1 LLDC shall submit to the LPA the Initial Viability Scenarios and shall indicate to the LPA in writing which one or more of the Initial Viability scenarios are Preferred Initial Viability Scenarios and the reasons for such preference;</p> <p>3.3.2 On receipt of the Initial Viability Scenarios, the LPA shall consult the relevant Host Boroughs and the GLA on the Initial Viability Scenarios;</p> <p>3.3.3 Within 40 (forty) Working Days of receipt of the Initial Viability Scenarios, the LPA shall confirm to LLDC the outcome of the consultation carried out pursuant to paragraph 3.3.2 and whether or not they approve any of the Preferred Initial Viability Scenarios;</p> <p>3.3.4 Where the LPA approves one of the Preferred Initial Viability Scenarios, the ZMP for that SPDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing for that SPDZ, for SPDZ 8A only, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Preferred Initial Viability Scenario;</p> <p>3.3.5 Where the LPA does not approve any of the Preferred Initial Viability Scenarios, the following provisions shall apply:</p> <ol style="list-style-type: none"> <li>at the same time as confirming that it does not approve any of the Preferred Initial Viability Scenarios, the LPA shall submit to LLDC for approval the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for that SPDZ, for SPDZ 8A only and the Relevant Affordable Workspace Parameters;</li> <li>within 10 (ten) Working Days of receipt of the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and the Relevant Family Housing Parameters for that SPDZ, for SPDZ 8A only and the Relevant Affordable Workspace Parameters pursuant to paragraph 3.3.5a), LLDC shall confirm whether or not it approves the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that SPDZ and/or for SPDZ 8A only, the Relevant Affordable Workspace Parameters;</li> <li>where LLDC does not approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that SPDZ and, for SPDZ 8A only, the Relevant Affordable Workspace Parameters, the Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for SPDZ 8A only and the Relevant Affordable Workspace Parameters shall be determined by the Expert pursuant to Clause 13;</li> <li>where LLDC does approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that SPDZ, for SPDZs 8A only, the Relevant</li> </ol>	Submission	Developer		Amended to be PDZ-specific and retained for PDZ8A and B only

Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
	<p>Affordable Workspace Parameters, LLDC shall within 10 (ten) Working Days prepare the Further Viability Scenarios and shall indicate to the LPA which is LLDC's preferred Further Viability Scenario and the reasons for such preference;</p> <p>e) within 20 (twenty) Working Days of receipt of the Further Viability Scenarios pursuant to paragraph 3.3.5(d), the LPA shall confirm whether or not it approves any of the Further Viability Scenarios and FOR THE AVOIDANCE OF DOUBT in deciding which Further Viability Scenario to approve, the LPA shall have regard to the Further Viability Scenario(s) that would enable the Relevant SPDZ Benchmark to be achieved or, in the event none of the Further Viability Scenarios would result in the Relevant SPDZ Benchmark being achieved, the Further Viability Scenario that is closest to the Relevant SPDZ Benchmark being achieved but FOR THE FURTHER AVOIDANCE OF DOUBT the LPA shall not be obliged to approve such Further Viability Scenario;</p> <p>f) where the LPA approves one of the Further Viability Scenarios in accordance with paragraph 3.3.5(e), the SZMP for that SPDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing for that SPDZ, for SPDZ BA only, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Further Viability Scenario;</p> <p>g) where the LPA does not approve one of the Further Viability Scenarios in accordance with paragraph 3.3.5(e) or where the LPA approves a Further Viability Scenario that LLDC considers does not achieve the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer, the decision as to which Further Viability Scenario submitted pursuant to this paragraph 3.3 shall be used for the preparation of the SZMP for that SPDZ shall be determined by the Expert in accordance with Clause 13;</p>				
4.1	Save in respect of PDZ 4 and PDZ5, no ZMP or SZMP shall be submitted to the LPA for approval pursuant to Condition LCS0.1 unless and until paragraph 2 or 3 of this Schedule (as appropriate) has been complied with and for the avoidance of doubt no viability review mechanism pursuant to paragraph 2 or 3 shall be carried out in respect of PDZ 4 and PDZ 5 and the following provisions of this paragraph 4 shall not apply to PDZ 4 and PDZ 5.	Compliance			Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12 only.
4.2	Where a contract(s) has not been let by the relevant Developer Partner for the construction of all of the Residential Units that form the Development in the first phase of any PDZ or SPDZ (as such first phase may be identified in the Development Parcel Phasing Plan approved pursuant to Condition LCS0.50) within 5 (five) years of the date on which the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing for SPDZ 8A, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace were determined for that PDZ or SPDZ in accordance with paragraph 2 or 3 of this Schedule (as applicable), the ZMP or SZMP (as appropriate) shall be deemed to have expired and LLDC shall be required to resubmit the ZMP or SZMP for that PDZ or SPDZ and comply with the provisions of paragraph 2 or 3 of this Schedule (as applicable).	Other			Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12 only
5.1	<p>There shall be no Completion of more than 75% of the Final PDZ Consented Development until:</p> <p>5.1.1 LLDC has submitted to the LPA the LCS Benchmark Final Report and such report is deemed approved pursuant to paragraph 5.3; and</p> <p>5.1.2 in the event the LCS Benchmark Final Report submitted pursuant to 5.1.1 above indicates that the LCS Benchmark has been achieved, LLDC has paid to the LPA the Excess Contribution</p>	Compliance	Developer		Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12 only
5.2	<p>If the LCS Benchmark Final Report submitted pursuant to paragraph 5.1.1 indicates that the LCS Benchmark has not been achieved, there shall be no Completion of more than 95% of the Final PDZ Consented Development until:</p> <p>5.2.1 LLDC has submitted to the LPA a further LCS Benchmark Final Report and such report is deemed approved pursuant to paragraph 5.3; and</p> <p>5.2.2 in the event the LCS Benchmark Final Report submitted pursuant to paragraph 5.2.1 above indicates that the LCS Benchmark has been achieved, LLDC has paid to the LPA the Excess Contribution</p>	Conditional Payment	Developer		Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12 only
5.3	Each LCS Benchmark Final Report submitted pursuant to paragraphs 5.1 and 5.2 of this Schedule shall be deemed to be approved by the LPA unless the LPA notifies LLDC in writing within 10 Working Days that in its view there is an error in the calculations referred to in limb 4. of the definition of LCS Benchmark Final Report. Where such notice is given by the LPA, LLDC shall review and correct any error in the calculations and resubmit the LCS Benchmark Final Report to the LPA within a further 10 Working Days and this paragraph 5.3 shall apply to the resubmitted LCS Benchmark Final Report.	Other			Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12 only
5.4	<p>The LPA shall</p> <p>5.4.1 apply any Excess Contribution received pursuant to this paragraph 5 towards meeting Scheme Needs;</p> <p>5.4.2 consult with LLDC on which Scheme Needs to apply the Excess Contribution towards and take account of any reasonable comments received from LLDC in writing; and</p> <p>5.4.3 report to LLDC on how any and all parts of the Excess Contribution have been applied or committed and how this will meet some or all of the Scheme Needs; and</p> <p>5.4.4 in the event some or all of such sums remain unspent or uncommitted 3 years after such sum is paid to the LPA pursuant to paragraph 5.1.2 or 5.2.2, the LPA shall return such unspent or uncommitted sums to LLDC.</p>	Compliance	LPA		Retained for PDZ8A, 8B, and 12 only



Provision	Original Obligation Wording	Type	Responsibility	Status / Comment	Split-Out Status
6.1	<p>LLDC shall notify the LPA in writing within 10 (ten) Working Days of any application for Grant Funding being approved, such notice to include details of:</p> <p>9.1.4 the amount of Grant Funding secured; and</p> <p>9.1.5 the PDZ or SPDZ to which such Grant Funding relates.</p>	Notification	Developer		Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12 only
6.2	<p>Within 20 (twenty) Working Days of submitting the notice pursuant to paragraph 6.1, LLDC shall submit to the LPA for approval a report outlining whether or not there will be any Grant Funding Excess Value and, if so, how much.</p>	Submission	Developer		Retained
6.3	<p>Where the LPA confirms in writing that it does not approve the report submitted pursuant to paragraph 6.2 or where the LPA fails to confirm that it approves the report within 20 (twenty) Working Days of receipt, the matter shall be determined by the Expert in accordance with Clause 13.</p>	Other			Retained
6.4	<p>Where any Grant Funding Excess Value is agreed or determined:</p> <p>6.4.1 such Grant Funding Excess Value shall be carried forward as a PDZ Gross Development Value or SPDZ Gross Development Value (as appropriate) in the next PDZ Viability Assessment or SPDZ Viability Assessment which indicates that the Proposed PDZ Development or Proposed SPDZ Development (as appropriate) is not likely to achieve the Relevant PDZ Benchmark or Relevant SPDZ Benchmark. PROVIDED THAT only so much of the Grant Funding Excess Value shall be carried forward as is required to meet the Relevant PDZ Benchmark or Relevant SPDZ Benchmark and any excess shall be carried forward into the next PDZ Viability Assessment or SPDZ Viability Assessment which indicates that the Proposed PDZ Development or Proposed SPDZ Development (as appropriate) is not likely to achieve the Relevant PDZ Benchmark or Relevant SPDZ Benchmark; and</p> <p>6.4.2 where any Grant Funding Excess Value is identified or is remaining following the approval of the last ZMP or SZMP:</p> <p>a) such amount(s) shall be ring fenced for investment in affordable housing in the MDC Area; and</p> <p>b) LLDC shall report in writing to the LPA on how such amount(s) have been reinvested, such report to be provided not less than once every 12 months commencing with the date of approval of the last ZMP or SZMP until such amount(s) is spent or committed.</p>	Submission	Developer		Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12 only
6.5	<p>For the avoidance of doubt an application for Grant Funding may be made in respect of a PDZ or SPDZ where the Affordable Housing provided within the relevant PDZ or SPDZ exceeds the Required Affordable Housing Minimum.</p>	Other			Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12 only
7.1	<p>Where any matter is to be determined by the Expert pursuant to this Schedule, the Expert shall take into account the joint aims of:</p> <p>7.1.1 achieving a PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) that matches the Relevant PDZ Benchmark; and</p> <p>7.1.2 securing the optimum affordable housing offer.</p>	Other			Amended to be PDZ-specific and retained for PDZ8A, 8B, and 12 only
8.1	<p>LLDC and the LPA acknowledge that the Confidential Appendix and any data, reports, updates, assessments, papers and any other information prepared and/or submitted to either party in respect of the obligations in paragraphs 1 to 7 above are confidential and are commercially sensitive to LLDC and accordingly neither LLDC or the LPA shall release any such data, reports, updates, assessments, papers and any other information to a third party save that LLDC may disclose any such data, reports, updates, assessments, papers and any other information to Developer Partners unless and to the extent that:</p> <p>8.1.1 it is required to do so as a matter of law; and</p> <p>8.1.2 it has obtained the written consent to such release from the other.</p>	Other			Retained



**Annex 1 - Draft Post Transition 106 Agreement**

[INTENTIONALLY BLANK]

DATED

2024

- (1) THE LONDON BOROUGH OF HACKNEY
- (2) LONDON LEGACY DEVELOPMENT CORPORATION
- (3) TRANSPORT FOR LONDON

## PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to the development of land within the Queen Elizabeth Olympic Park (comprising PDZ5)

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**THIS AGREEMENT** is made on

2024

**BETWEEN:**

- (1) **THE LONDON BOROUGH OF HACKNEY** of 1 Hillman Street, London E8 1DY (the "LPA"); and
- (2) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 9, 5 Endeavour Square, London E20 1JN (the "**Developer**"); and
- (3) **TRANSPORT FOR LONDON** of Level 9, 5 Endeavour Square, London E20 1JN ("**TfL**").

**RECITALS**

**WHEREAS:**

- (A) The LPA is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) On 1 April 2012 the Secretary of State for Communities and Local Government created LLDC pursuant to the London Legacy Development Corporation (Establishment) Order 2012 for the purposes of (inter alia) promoting and delivering physical, social, economic and environmental regeneration of the Olympic Park and surrounding area.
- (C) The Developer:
  - C.1 is the freehold owner of those parts of the Site registered at the Land Registry under the title numbers listed in Schedule 1 Part 1
  - C.2 is the leasehold owner of those parts of the Site registered at the Land Registry under the title numbers listed in Schedule 1 Part 2.
- (D) The Developer's agent submitted the Original Planning Application to the Olympic Delivery Authority (the then local planning authority) on 30 September 2011.
- (E) On 26 June 2012 the Olympic Delivery Authority resolved to grant the Original Planning Permission subject to the completion of the Original LCS s106 Agreement. This Agreement replaces the LCS s106 Agreement in full insofar as it relates to PDZ5.
- (F) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Site.
- (G) 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.
- (H) The Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.
- (I) Since the grant of the Original Planning Permission payments have been made obligations have been discharged and variations have been granted. From 1 December 2024 the function of local planning authority for the Original Site will be divided between the London Borough of Newham the London Borough of Hackney and the London Borough of Tower Hamlets. In order to facilitate management of the planning function the Original Planning Permission will be subdivided into three new planning permissions. The details and consequences of this process are contained in reciprocal unilateral undertakings of even date between the Developer TfL and LLDC.



**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

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

<b>"1990 Act"</b>	Town and Country Planning Act 1990
<b>"2011 Act"</b>	Localism Act 2011
<b>"Acquired Interest"</b>	has the meaning given in clause 2.9A
<b>"Affordable Housing Units"</b>	has the meaning given in Schedule 3 (Affordable Housing)
<b>"Agreement"</b>	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
<b>"Anticipated PDZ Commencement Date"</b>	the date on which the Developer reasonably considers in all the circumstances that Development will be Commenced in the PDZ
<b>"Anticipated SPDZ Commencement Date"</b>	[not used]
<b>"Approve"</b>	has the meaning set out in the Schedule to which the Submitted Document relates and <b>"Approval"</b> and cognate expressions shall be construed accordingly
<b>"Building Cost Index"</b>	the <i>All In Tender Price Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
<b>"Commencement"</b>	beginning of the Development (or where Commencement or Commence is used in the context of part of the Development commencement shall mean beginning of that part) as defined in section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include: <ol style="list-style-type: none"><li>1. site clearance and preparation;</li><li>2. archaeological investigation;</li><li>3. investigations for the purposes of assessing contamination;</li><li>4. other ground and site surveying;</li><li>5. construction of temporary access and temporary internal roads for construction purposes only;</li><li>6. remediation works associated with decontamination;</li></ol>

7. erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security;
8. provision of temporary accommodation reasonably required for construction purposes only; and
9. preliminary landscaping works including tree protection

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

<b>"Commencement Date"</b>	the date upon which the Development is Commenced
<b>"Completion"</b>	completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and " <b>Completed</b> " shall be construed accordingly
<b>"Comply"</b>	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge
<b>"Condition"</b>	a condition attached to the Planning Permission or to any Subsequent Planning Permission
<b>"Confidential Appendix"</b>	[not used]
<b>"Court Application"</b>	means any application seeking an injunction or other equitable remedy (including any application under Part 25 of the Civil Procedure Rules) and/or any claim for damages
<b>"CRT Section 73 Permissions"</b>	<p>the following planning permissions relating to the Canal and River Trust:</p> <ol style="list-style-type: none"> <li>1. 11/90313/VARODA (variation of conditions OD.0.21 and LTD.1.3 of planning permission 07/90010/OUMODA);</li> <li>2. 11/90314/VARODA (variation of condition 43 of Olympic Consent Slot In Permission reference 08/90059/OUTODA);</li> <li>3. 11/90315/VARODA (variation of conditions VOD.15 and VLT.04 of Olympic Consent Slot In Permission reference 08/90276/FUMODA);</li> <li>4. 11/90316/VARODA (variation of condition PPR.21 of Olympic Consent Slot In Permission reference 08/90310/FULODA);</li> </ol>

5. 11/90317/VARODA (variation of condition PPR.21 of Olympic Consent Slot In Permission reference 08/90311/FULODA);
6. 11/90318/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90312/FULODA);
7. 11/90319/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90313/FULODA);
8. 11/90320/VARODA (variation of conditions HOD.12 and HLT.4 of Olympic Consent Slot In Permission reference 08/90328/FUMODA);
9. 11/90321/VARODA (variation of conditions EMOD.13 and EMLTD.7 of Olympic Consent Slot In Permission reference 09/90198/FUMODA);
10. 11/90322/VARODA (variation of condition PGT.14 of Olympic Consent Slot In Permission reference 09/90410/FUMODA); and
11. 11/90324/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90314/FULODA)

**"Defence"**

means any Defence or Reply filed under Part 15 of the Civil Procedure Rules and/or any submissions made to the court in which a Court Application is issued (or any appeal court) and/or any affidavit, witness statement or any other document relied up or filed by a third party or by any other party on behalf of the third party in or in relation to any Court Application

**"Developer's Land"**

the Developer's:

1. freehold land within the Site registered at the Land Registry under the title numbers listed in Schedule 1 Part 1
2. leasehold land within the Site registered at the Land Registry under the title numbers listed in Schedule 1 Part 2

**"Development"**

the development of the Site and all other operations and/or works authorised by the Planning Permission and any Subsequent Planning Permission but excluding any Superseded Development

**"Development Parcel" and "DP"**

any one of the development parcels within a PDZ as identified on the plan contained in Appendix 5

**"Dispute"**

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)
<b>"Earnings Index"</b>	the <i>Annual Survey of Hours and Earnings for the London Region</i> published by the Office for National Statistics or any official publication substituted for it
<b>"Environmental Statement"</b>	[not used]
<b>"Expert"</b>	an independent expert appointed in accordance with the provisions of Clause 13 to determine a Dispute
<b>"First S73 Permission"</b>	the outline planning permission granted on 11 August 2014 with reference 14/00036/VAR for the development authorised by Original Planning Permission without complying with certain conditions and complying with other conditions subject to modifications to allow the accelerated delivery of PDZ4 and PDZ5
<b>"Fifth S73 Permission"</b>	the outline planning permission granted on 18 September 2023 with reference 22/00216/VAR for the development authorised by Fourth S73 Permission without complying with certain conditions and complying with other conditions subject to modifications to allow the slot-out of PDZ8A (Pudding Mill Lane) which has not yet been Implemented
<b>"Fourth S73 Permission"</b>	the outline planning permission granted on 13 April 2023 with reference 21/00561/VAR for the development authorised by Third S73 Permission without complying with certain conditions and complying with other conditions subject to modifications to allow the slot-out of PDZ8B (Bridgewater Triangle) which has not yet been Implemented
<b>"Games"</b>	the Olympic Games and the Paralympic Games
<b>"GEA"</b>	as defined in the RICS Code of Measuring Practice (6 <sup>th</sup> Edition) and for the avoidance of doubt excludes ancillary infrastructure, utility elements, rooftop and basement plant, car parking floorspace within buildings, external parking areas winter gardens and any other amenity space
<b>"GIA"</b>	as defined in the RICS Code of Measuring Practice (6 <sup>th</sup> Edition)
<b>"GLA"</b>	the Greater London Authority and its successors in function
<b>"Host Boroughs"</b>	together the London Borough of Hackney, London Borough of Newham, London Borough of Tower Hamlets and London Borough of Waltham Forest and their respective successors in function

<b>"Implementation"</b>	beginning of development authorised by a planning permission (or where Implementation or Implement is used in the context of part of the development implementation shall mean beginning of that part) as defined in section 56(4) of the 1990 Act and <b>"Implement"</b> and <b>"Implemented"</b> shall be construed accordingly
<b>"Index"</b>	<ol style="list-style-type: none"> <li>1. the Building Cost Index in respect of: <ol style="list-style-type: none"> <li>1.1 [not used];</li> <li>1.2 [not used]</li> <li>1.3 the Schools Cost Cap (as defined in Schedule 8 (Education)); and</li> <li>1.4 [not used]; and</li> <li>1.5 contributions paid pursuant to this Agreement where it is known at the date of payment such contributions are to be spent on the construction of facilities and/or infrastructure</li> </ol> </li> <li>2. the Earnings Index in respect of Households on Intermediate Incomes, Households on Lower Intermediate Incomes, Households on Upper Intermediate Incomes (all as defined in Schedule 3 (Affordable Housing)); and</li> <li>3. in all other cases the RPI</li> </ol>
<b>"Indexed"</b>	in relation to any sum that it is to be increased in accordance with Clauses 8.2 and 8.3
<b>"Interim Uses"</b>	the temporary use or uses of part or parts of the Site from the date of the Planning Permission until the date such part or parts are developed for the permanent uses authorised by the Planning Permission or any Subsequent Planning Permission
<b>"LCS s106 Agreement"</b>	means the Original LCS s106 Agreement as varied or replaced prior to the date of this Agreement
<b>"Legacy Transformation Phase"</b>	the period of time commencing with the end of the Paralympic Games closing ceremony and ending on whichever is the earlier of (a) 31 December 2014 and (b) the date certified by the LPA in accordance with clause 12 of the Olympic Section 106 Agreement
<b>"LLDC"</b>	the London Legacy Development Corporation of Level 9, 5 Endeavour Square, Stratford, London E20 1JN and includes its successor bodies in function, any LLDC Successor and any LLDC Covenant Delivery Body
<b>"LLDC Covenant"</b>	those obligations, covenants and undertakings given expressly on the part of LLDC in this Agreement and as set out in Schedule 16
<b>"LLDC Covenant Delivery Body"</b>	person with sufficient interest in or control over the Site or part thereof or other power to deliver or fulfil the relevant LLDC Covenant as approved by the LPA

pursuant to Clause 2.5 which, for the avoidance of doubt, could include any LLDC Successor

**"LLDC Land"**

means together:

- (a) the Developer's Land; and
- (b) the Developer's Land (as defined in the Tower Hamlets LCS Section 106 Agreement); and
- (c) the Developer's Land (as defined in the Newham LCS Section 106 Agreement)

**"LLDC Successor"**

any successors in title to or assigns of LLDC and/or any person claiming through or under LLDC an interest or estate in the whole of the LLDC Land but does not include any successors in title to or assigns of LLDC and/or any person claiming through or under LLDC an interest or estate in individual Planning Delivery Zone(s) save where (i) a successor's or assign's or person's interest in individual Planning Delivery Zone(s) when taken together would result in that successor's or assign's or person's interest comprising the whole of the LLDC Land and (ii) LLDC no longer exists and there is no successor body to LLDC that has taken on the liability for any outstanding LLDC Covenants

**"LPA Response Date"**

not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where:

1. the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or
2. the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document

**"Market Rent"**

the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation – Professional Standards (the Red Book) March 2012 as may be updated from time to time

**"MDC Area"**

the area of land, in Greater London, shown bounded externally by the inside edge of a black line on the map marked "Map referred to in the London Legacy Development Corporation (Establishment) Order 2012" and contained in Appendix 6

**"Newham LCS Section 106 Agreement"**

means the agreed form of section 106 agreement appended as Appendix 1 to the unilateral undertaking entered into under section 106 of the 1990 Act by the London Legacy Development Corporation (as landowner) in relation to the planning permission for the LCS development within the London Borough of Newham (PDZs 6, 8A, 8B and 12) granted with

		reference 24/00115/VAR (and as may be varied or replaced from time to time)
<b>"Non Residential Unit"</b>		retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1) community (Use Class D1) and leisure (Use Class D2) units permitted to be constructed as part of the Development
<b>"Non Residential Uses"</b>		retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1), community (Use Class D1) and leisure (Use Class D2) uses permitted as part of the Development
<b>"Occupy" and "Occupation"</b>		beneficial occupation for any purpose for which Planning Permission and any Subsequent Planning Permission has been granted in respect of the relevant building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
<b>"Off Site"</b>		on land outside the Site
<b>"Olympic Act"</b>		[not used]
<b>"Olympic Consent Permission"</b>	<b>Slot-In</b>	<p>either a planning permission or a Reserved Matters approval (as applicable) granted pursuant to an application to carry out development within the Olympic Site related to or in substitution for development authorised under:</p> <ol style="list-style-type: none"> <li>1. planning permission 07/90011/FUMODA;</li> <li>2. outline planning permission 07/90010/OUMODA;</li> <li>3. the CRT Section 73 Permissions;</li> <li>4. planning permission 11/90330/FULODA; and/or</li> </ol> <p>any other permission that may be granted authorising the modification deletion or replacement of any condition attached to any Olympic Consent</p>
<b>"Olympic Consents"</b>		<ol style="list-style-type: none"> <li>1. planning permission 07/90011/FUMODA;</li> <li>2. outline planning permission 07/90010/OUMODA;</li> <li>3. the CRT Section 73 Permissions; and</li> <li>4. planning permission 11/90330/FULODA</li> </ol> <p>together with any Olympic Consent Slot-In Permission</p>
<b>"Olympic Development"</b>		development pursuant to the Olympic Consents carried out on the Olympic Site
<b>"Olympic Games"</b>		the international sporting event known as the Olympic Games held in London in 2012 which started with a

	formal opening ceremony on 27 July 2012 and ended with formal closing ceremony on 12 August 2012
<b>"Olympic Park"</b>	the whole of the area edged orange on the plan contained in Appendix 2
<b>"Olympic Section 106 Agreement"</b>	the section 106 agreement dated 28 September 2007 between (1) Olympic Delivery Authority and (2) London Development Agency as amended by deeds of modification dated 6 June 2008, 9 July 2009, 30 December 2009, 30 September 2010 and 16 December 2011 and as further amended from time to time
<b>"Olympic Site"</b>	the whole of the land comprised within the boundaries of planning permission 07/90011/FUMODA and outline planning permission 07/90010/OUMODA
<b>"On Site"</b>	on land within the Site
<b>"Original Planning Application"</b>	the application for outline planning permission submitted to the ODA and given reference number 11/90621/OUTODA by the ODA
<b>"Original Planning Permission"</b>	the planning permission subject to conditions granted on 28th September 2012 for the proposals within the Original Planning Application
<b>"Original LCS s106 Agreement"</b>	means the section 106 agreement dated 28 September 2012 between (1) Olympic Delivery Authority and (2) London Legacy Development Corporation and (3) Transport for London in respect of the Original Planning Permission
<b>"Outline Site Wide Phasing Plan"</b>	[not used]
<b>"Paralympic Games"</b>	the international sporting event known as the Paralympic Games held in London in 2012 which started with a formal opening ceremony on 29 August 2012 and ended with a formal closing ceremony on 9 September 2012
<b>"Parameter Plans"</b>	the amended Site wide and PDZ parameter plans which form part of the plans approved by the Planning Permission and any Subsequent Planning Permission
<b>"Parties"</b>	the parties to this Agreement and the word <b>"Party"</b> shall mean any one of them
<b>"PDZ1"</b>	[not used]
<b>"PDZ2"</b>	[not used]
<b>"PDZ3"</b>	[not used]
<b>"PDZ4"</b>	the land known as planning delivery zone 4 as identified on the plan contained in Appendix 3
<b>"PDZ5"</b>	the Site



"PDZ6"	the land known as planning delivery zone 6 as identified on the plan contained in Appendix 3
"PDZ8"	the land comprising PDZ8A and PDZ8B
"PDZ8A"	the land known as planning delivery zone 8A as identified on the plan contained in Appendix 3
"PDZ8B"	the land known as planning delivery zone 8B as identified on the plan contained in Appendix 3
"PDZ12"	the land known as planning delivery zone 12 as identified on the plan contained in Appendix 3
"Phase 1"	[not used]
"Phase 2"	[not used]
"Phase 3"	[not used]
"Planning Application"	the section 73 application for the development authorised by the Third S73 Permission without complying with certain conditions and complying with other conditions subject to modifications submitted to the LPA and given reference number 24/00116/VAR by the LPA
"Planning Delivery Zone" and "PDZ"	means PDZ5
"Planning Permission"	the planning permission subject to conditions that may be granted by the LPA pursuant to the Planning Application
"Post Commencement Obligations"	[not used]
"Post-Games Transformation"	alterations to or removal, modification or transformation of the development carried out on the Olympic Site to enable the Games to be held, such alterations, removal, alterations to or modification or transformation to be carried out in accordance with the Olympic Consents and undertaken during the Legacy Transformation Phase
"Reasonable Endeavours"	that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected: in the case of LLDC and the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions duties and purposes;

	and in the case of the Developer where the Developer is not the same entity as LLDC, of a competent commercial developer in the context of the Development (or part of the Development)
<b>"Refusal Notice"</b>	a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve, the reasons why it is refusing to Approve such Submitted Document and the Report Amendments
<b>"Relevant Leasehold Interest"</b>	a registerable leasehold interest in the Site or part thereof which has at least one year unexpired remaining
<b>"Report Amendments"</b>	those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document
<b>"Requisite Consents"</b>	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders or other Consents under the Highways Act 1980 and the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
<b>"Reserved Matters"</b>	has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2010
<b>"Residential Unit"</b>	a residential unit provided as part of the Development
<b>"Restrictive Planning Obligation"</b>	means any covenant contained within this Agreement which restricts the undertaking of operations and/or works to construct the Development on the land comprising the Acquired Interest or part thereof or which restricts the Occupation of any part of the Development which is located on the land that comprises the Acquired Interest;
<b>"RPI"</b>	the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted for it
<b>"Second S73 Permission"</b>	the outline planning permission granted on 3 May 2018 with reference 17/00236/VAR for the development authorised by First S73 Planning Permission without complying with certain conditions and complying with other conditions subject to modifications to slot-out PDZ2 and part of PDZ1
<b>"Section 73 Application"</b>	an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
<b>"Section 73 Permission"</b>	planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and

	"Section 73 Permissions" shall mean such two or more of them as the context shall require
<b>"Shared Ownership Units"</b>	has the meaning given in Schedule 3 (Affordable Housing)
<b>"Shell and Core Standard"</b>	<p>accommodation constructed to shell and core finish as that expression is understood in the commercial development industry and shall include:</p> <ol style="list-style-type: none"> <li>1. where the facility is co-located in another building, space in a building constructed using a steel or concrete frame with upper floor and ground bearing slabs, fair faced blockwork party walls, roof construction where on the top floor of the building and waterproofing, utility supplies, drainage connections, allowances for conduits for internet/TV/telecommunication connections to a single location in the building, Disability and Equality Act 2010 compliant, toilet facilities provided in accordance with Building Regulations and, where located over two or more floors, shared access via in-situ or pre-cast concrete staircase and lifts, but not including any wall, floor or ceiling finishes, or services installations or fixtures or fittings; or</li> <li>2. where the facility is provided as a stand alone building, a building constructed using a steel or concrete frame with upper floor and ground bearing slabs, fair faced blockwork party walls, roof construction and waterproofing, utility supplies, drainage connections, allowances for conduits for internet/TV/telecommunication connections to a single location in the facility, Disability and Equality Act 2010 compliant and toilet facilities provided in accordance with Building Regulations and, where located over two or more floors, access via in-situ or pre-cast concrete staircase and lifts, but not including any wall, floor or ceiling finishes, or services installations or fixtures or fittings</li> </ol>
<b>"Site"</b>	the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan contained in Appendix 1
<b>"Slot-In Application"</b>	<p>an application for either:</p> <ol style="list-style-type: none"> <li>1. planning permission (including any subsequent application for outline planning permission) to carry out development within the Site related to or in substitution for development authorised under the Planning Permission and/or any Subsequent Planning Permission; or</li> <li>2. Reserved Matters approval to carry out development within the Site related to or in substitution for development authorised</li> </ol>

under any previous Reserved Matters approvals granted pursuant to the Planning Permission and /or any Subsequent Planning Permission;

<b>"Slot-In Permission"</b>	either a planning permission or a Reserved Matters approval (as applicable) granted pursuant to a Slot-In Application and "Slot-In Permissions" shall mean such two or more of them as the context shall require
<b>"Social Rented Units"</b>	has the meaning given in Schedule 3 (Affordable Housing)
<b>"SPDZ 1A"</b>	[not used]
<b>"SPDZ 1B"</b>	[not used]
<b>"SPDZ 5A"</b>	[not used]
<b>"SPDZ 5B"</b>	[not used]
<b>"SPDZ 8A"</b>	[not used]
<b>"SPDZ 8B"</b>	[not used]
<b>"Staircase"</b>	has the meaning given to "Staircasing" in Schedule 3 (Affordable Housing)
<b>"Statement of Superseded Development"</b>	a statement identifying what (if any) development under the Planning Permission and/or any Subsequent Planning Permission is to be superseded by development under the Slot-In Permission such statement to be submitted to and approved by the LPA and annexed to the respective Slot-In Permission
<b>"Stratford Waterfront Slot-in Permission"</b>	means planning permission for the Stratford Waterfront development granted with reference 18/00470/OUT (including any replacement permission subsequently granted to carry out development in substitution for such development)
<b>"Sub Planning Delivery Zone" or "SPDZ"</b>	[not used]
<b>"Sub Zonal Master Plan" or "SZMP"</b>	[not used]
<b>"Submitted Document"</b>	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement
<b>"Subsequent Planning Permission"</b>	any <ol style="list-style-type: none"><li>1. Section 73 Permission; and</li><li>2. Slot-In Permission</li></ol> and "Subsequent Planning Permissions" shall mean such two or more of them as the context shall require
<b>"Superseded Development"</b>	development (if any) under the Planning Permission and/or under any Subsequent Planning Permission outlined in a Statement of Superseded Development

<b>"Supplemental Deed "</b>	the deed or deeds to be entered into pursuant to Clauses 4.1.3 and 5.1.3 of this Agreement and to be in the form or substantially in the form of the draft bilateral deed contained at Schedule 14 and in accordance with all necessary enabling powers
<b>"Third S73 Permission"</b>	the outline planning permission granted on 25 July 2019 with reference 18/00471/VAR for the development authorised by Second S73 Permission without complying with certain conditions and complying with other conditions subject to modifications to allow the slot-out of PDZ1.1 and the remainder of PDZ1.2
<b>"Tower Hamlets LCS Section 106 Agreement"</b>	means the agreed form of section 106 agreement appended as Appendix 1 to the unilateral undertaking entered into under section 106 of the 1990 Act by the London Legacy Development Corporation (as landowner) in relation to the planning permission for the LCS development within the London Borough of Tower Hamlets (PDZ 4) granted with reference 24/00117/VAR (and as may be varied or replaced from time to time)
<b>"UCLE Slot-in Permission"</b>	means planning permission for the UCL East development granted with reference 17/00235/OUT (including any replacement permission subsequently granted to carry out development in substitution for such development)
<b>"Use Class"</b>	a use class specified in the Town and Country Planning (Use Classes) Order 1987 as in force at 28th September 2012
<b>"Working Day"</b>	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive
<b>"ZMP"</b>	a masterplan in respect of a PDZ to be submitted to and approved by the LPA in accordance with the Planning Permission and any Subsequent Planning Permission

1.2 In this Agreement:

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

- 1.2.2 references to any statute or statutory provision include references to:
- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at 28th September 2012;
  - (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
  - (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the Developer's Land include any part of it;
- 1.2.7 references to the LPA comprise the Olympic Delivery Authority in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.8 subject to Clauses 2.9, 2.10, 2.11 and 2.12 references to the Developer include:
- (a) at the date of this Agreement, LLDC;
  - (b) persons deriving title from the Developer; and
  - (c) the Developer's successors, assigns, transferees;
- 1.2.9 references to LLDC include its successor bodies in function;
- 1.2.10 "including" means "including without limitation";
- 1.2.11 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.12 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.13 any obligation, covenant, undertaking or agreement by the Developer or LLDC not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.14 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s).

- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 The "Agreement" includes the Schedules and Recitals to this Agreement.
- 1.5 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate Approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate Approval agreement or other Consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 13 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or agreement or other consent for the purposes of this Agreement.
- 1.8 Where in this Agreement the fulfilment of an obligation, covenant or undertaking is subject to the obtaining or securing of Requisite Consents the Party obliged to fulfil that obligation, covenant or undertaking shall:-
- 1.8.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site on land within the ownership or control of the person obliged to attempt to secure such Requisite Consents; and
- 1.8.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site or on land that is not within its ownership or control

**PROVIDED THAT** in each case if the Developer or LLDC in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.8 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

- 1.9 Where in this Agreement reference is made to "meeting the needs of the Development" (or cognate or similar expressions are used), the expression shall be interpreted pursuant to the three tests set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

## 2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to:
- 2.1.1 section 106 of the 1990 Act; and
- 2.1.2 (in so far as this Agreement does not contain planning obligations entered into pursuant to section 106 of the 1990 Act), sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.

- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA or by or to TfL then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA and by or against TfL (as applicable).
- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Developer's Land and, subject to Clauses 2.9, 2.9A, 2.10, 2.11 and 2.12 the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Developer's Land (other than a utility undertaker insofar as and to the extent that the relevant utility undertaker is occupying the relevant part of the Developer's Land in its capacity as a utility undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201, 205 and 206 of the 2011 Act and, in respect of those obligations, covenants and undertakings given to TfL, in pursuance of section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.
- 2.4 The LLDC Covenants are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Developer's Land and the LLDC Covenants are entered into with the intent that they shall be enforceable against LLDC and the LLDC Successor and irrespective of whether LLDC and the LLDC Successor part with their interest in the Developer's Land or part of the Developer's Land LLDC and the LLDC Successor shall remain liable for the Compliance of the LLDC Covenants until the earliest of:
- 2.4.1 the date that such LLDC Covenant has been fully performed; and
- 2.4.2 the date that the LLDC Covenant Delivery Body is approved pursuant to paragraph 2.5 and such LLDC Covenant Delivery Body shall from the date of such approval be deemed to be the successor to LLDC and/or the LLDC Successor (as applicable) in respect of the LLDC Covenants (in whole or such part thereof) to the extent such LLDC Covenants are outstanding as at the date of the approval.
- 2.5 In the event that LLDC and/or the LLDC Successor considers that a body or person has become a LLDC Covenant Delivery Body then LLDC and/or the LLDC Successor shall provide details to the LPA of such body's or person's interest in the Site, commitment in respect of Clause 5.3 and covenant strength in light of those LLDC Covenants that are outstanding as at the date such details are provided and where the LPA agrees that such body or person should be a LLDC Covenant Delivery Body a deed shall be entered into between the Parties and the body or person who is to become the LLDC Covenant Delivery Body in which the LPA shall approve the body or person as the LLDC Covenant Delivery Body, such deed to
- 2.5.1 confirm that LLDC Covenant Delivery Body is bound under the terms of this Agreement pursuant to section 106 of the 1990 Act;
- 2.5.2 provide for the LLDC Covenant Delivery Body to covenant directly with TfL and directly with the LPA to perform and Comply with the LLDC Covenants to the extent such LLDC Covenants have not been satisfied in full as at the date of such deed; and
- 2.5.3 be entered into pursuant to the powers described in Clause 2.1 (as applicable as at the date of the such deed).



- 2.6 The Parties agree to enter into such deed as contemplated by Clause 2.5 as shall be necessary to give effect to that Clause.
- 2.7 Insofar as any of the LLDC Covenants are not capable of falling within section 106 of the 1990 Act, any such LLDC Covenant is entered into as an obligation, covenant and undertaking in pursuance of sections 201, 205 and 206 of the 2011 Act and, in respect of those LLDC Covenants given to TfL, in pursuance of section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.
- 2.8 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 or TfL of any of their respective statutory powers functions or discretions.
- 2.9 Save in respect of the LLDC Covenants, no person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Developer's Land or its interest in respect of that part of the Developer's Land on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest or the granting of such Lease.
- 2.9A Subject to clauses 2.10.1 and 2.10.2 the obligations in this Agreement which require works and/or actions to be carried out and/or undertaken on the Developer's Land and/or which otherwise relate to the Developer's Land shall not be enforced against a third party who acquires a leasehold interest(s) in the Developer's Land ("Acquired Interest") to the extent that such works and/or actions are required to be undertaken on land which is wholly outside the Acquired Interest and/or the obligations otherwise concern and/or relate to land wholly outside the Acquired Interest PROVIDED THAT:
- 2.9A.1 nothing in this clause 2.9A shall exempt the relevant third party from liability in respect of any Restrictive Planning Obligation; and
- 2.9A.2 in the event that there is a breach of a Restrictive Planning Obligation and the LPA issues a Court Application to restrain such breach the relevant third party shall not be entitled to rely on clause 2.9A in its Defence to such a Court Application and shall make no reference to clause 2.9A in its Defence to such a Court Application.
- 2.10 This Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of individual Residential Units, individual Non Residential Units or individual Interim Uses of the Development except in respect of the obligations in:
- 2.10.1 paragraph 15 of Schedule 3 (Affordable Housing) which shall be enforceable against owners, occupiers and lessees of Affordable Housing Units unless and until they exercise their statutory right to buy in the case of Social Rented Units or Staircase to 100% in the case of Shared Ownership Units; and
- 2.10.2 paragraphs 5.1.5 to 5.1.8 (inclusive) of Schedule 8 which shall be enforceable against the lessee in occupation of the FPS Playing Fields.
- 2.11 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.12 Where any Developer (other than LLDC) considers that it should not be liable in whole or part in respect of an obligation contained in this Agreement which does not directly relate to that part of the Developer's Land in which such Developer has an interest, such

- Developer may apply to the LPA for written binding confirmation that the specified obligations cannot and will not be enforced against the Developer.
- 2.13 The LPA shall register this Agreement as a local land charge as soon as reasonably practicable following completion of this Agreement.
- 2.14 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
- 2.14.1 subject to Clause 2.14.2, if following the conclusion of such proceedings or challenge any of the Planning Permission is quashed then without prejudice to any liability which may have arisen pursuant to this Agreement prior to it being quashed, the provisions of this Agreement will cease to have any further effect as from the date upon which the Planning Permission is quashed save to the extent (if at all) that this Agreement remains relevant to any of the Planning Permission which has not been quashed;
- 2.14.2 if Development is Commenced or (as applicable) continued under that part of the Planning Permission which has been quashed, the provisions of this Agreement relevant to such Development will remain in full force and effect and the LPA and, in respect of Clauses 2.2 to 2.5 (inclusive) and Schedule 2 (Transport) only, TfL shall be entitled to enforce the obligations, covenants and undertakings of this Agreement to the extent they relate to such Development; and
- 2.14.3 the LPA shall as soon as reasonably practicable notify the Developer and TfL of the bringing of such proceedings or challenge.
- 2.15 Wherever in this Agreement reference is made to a date on which "proceedings or challenge in relation to the Planning Permission are concluded" (or cognate or similar expressions are used), the following provisions have application:
- 2.15.1 proceedings by way of judicial review are concluded:
- (a) when permission to apply for judicial review has been refused and no further application may be made; or
- (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (c) when any appeal is finally determined.
- 2.15.2 proceedings under section 288 of the 1990 Act or in respect of any other legal challenge are concluded:
- (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (b) when any appeal is finally determined.
- 2.16 Save where a Subsequent Planning Permission has been granted which remains extant, 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 revoked, withdrawn or (without the consent of the Developer) modified.
- 2.17 Other than the Planning Permission and any Subsequent Planning Permission, nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in

accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

3. **CONDITIONALITY**

Save where expressly provided for in this Agreement, this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

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

4.1 The Developer on behalf of itself and its successors in title to the Developer's Land covenants with the LPA and, in respect of Schedule 2 (Transport) only, with TfL that it shall:

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

4.1.2 not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;

4.1.3 if it acquires a freehold interest or is granted or acquires a Relevant Leasehold Interest in the Site which is not at the date of the Planning Permission part of the Developer's Land unless otherwise agreed with the LPA it shall enter into the Supplemental Deed for the purposes of ensuring that the relevant obligations, covenants and undertakings in this Agreement shall be binding on any such part of the Site;

4.1.4 notify the LPA of the Anticipated PDZ Commencement Date not less than three months prior to the actual Commencement of Development in each PDZ, and not Commence Development in any PDZ until such notice has been served;

4.1.5 [not used]; and

4.1.6 notify the LPA (and TfL in respect of (h)-(k)) of the following dates and information within 5 (five) Working Days of the relevant date occurring:

- (a) the Commencement Date in PDZ5;
- (b) [not used];
- (c) Occupation of the first Residential Unit in PDZ5;
- (d) [not used];
- (e) Occupation of the first Residential Unit in each DP;
- (f) [not used];
- (g) [not used];
- (h) Occupation of 700 (seven hundred) Residential Units;
- (i) Occupation of 350 (three hundred and fifty) Residential Units;
- (j) Occupation of 500 (five hundred) Residential Units;

- (k) [not used];
- (l) [not used]; and
- (m) [not used].

4.2 The Parties agree to enter into such deeds as contemplated by Clause 4.1.3 as soon as reasonably practicable and as shall be necessary to give effect to that Clause.

4.3 Subject to Clause 4.4, the Developer covenants with TfL not to dispose of any interest in the Developer's Land to a disponee (save to the extent that such disponee would fall to be excluded from enforcement under the restrictions on enforcement in Clauses **Error! Reference source not found.** and **Error! Reference source not found.**) without first imposing legally enforceable obligations on the disponee, enforceable by TfL under the Contracts (Rights of Third Parties) Act 1999, to complete a confirmatory deed with TfL agreeing to be bound by the covenants, obligations and undertakings on the Developer's part in this Agreement within 28 days of the completion of such disposal, binding such disposed interest, and to bear TfL's reasonable legal costs in negotiating (if necessary) and completing this confirmatory deed.

4.4 The obligation in Clause 4.3 shall cease to apply if all of the obligations, covenants and undertakings given by the Developer to TfL in this Agreement have been discharged.

## 5. **LLDC'S COVENANTS**

5.1 LLDC on behalf of itself and its successors in function and its LLDC Successors covenants with the LPA and, in respect of Clause 2.5 and Schedule 2 (Transport) only, with TfL that it shall:

5.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the LLDC Covenants;

5.1.2 not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

5.1.3 if it acquires a freehold interest or is granted or acquires a Relevant Leasehold Interest in the Site which is not at the date of the Planning Permission part of the Developer's Land and at the date of such acquisition LLDC and the LPA are separate statutory bodies then unless otherwise agreed with the LPA it shall enter into the Supplemental Deed for the purposes of ensuring that the relevant obligations, covenants and undertakings in this Agreement shall be binding on any such part of the Site.

5.2 The Parties agree to enter into such deeds as contemplated by Clause 5.1.3 as soon as reasonably practicable and as shall be necessary to give effect to that Clause.

5.3 LLDC on behalf of itself and its successors in function and its LLDC Successors covenants with the LPA to commit itself to observe and continue the aims and objectives of LLDC as at the date of the Planning Permission in promoting the Development, in particular in respect of the target aspirations of the Development and aims set out in this Agreement.

## 6. **TfL'S COVENANTS**

6.1 TfL hereby covenants with each of the LPA and the Developer that TfL will 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 TfL contained in Clause 8.9 and Schedule 2 (Transport).

6.2 TfL's approval or consent for any modification or variation of this Agreement shall only be required in respect of any modification or variation of:

6.2.1 Clauses 2.2 to 2.9 (inclusive), Clause 2.14.2 and Clauses 4 to 7 (inclusive) but only where such modification or variation relates to a covenant given to or by TfL;

6.2.2 Clause 8.9; and

6.2.3 Schedule 2 (Transport).

6.3 It is agreed between the Parties that as the covenants given to or by TfL relate to transport only, that upon execution TfL shall only initial the plans contained in Appendix 1, Appendix 3 and Appendix 8.

## 7. THE LPA'S COVENANTS WITH THE DEVELOPER, LLDC AND TFL

The LPA covenants with the Developer and with LLDC and, in respect of Schedule 2 (Transport) only, with TfL 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.

## 8. FINANCIAL CONTRIBUTIONS AND INDEXATION

8.1 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.

8.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from 28th September 2012 until the date such sums are paid.

8.3 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 28th September 2012 until the date the sum or value falls to be considered or applied.

8.4 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment at 2% above the base rate of a clearing bank to be approved by the LPA.

8.5 In respect of any sums received pursuant to paragraph 5.1 of Schedule 6 of PART A to, or paragraph 5.16 of Schedule 6 of PART B to, the Newham LCS Section 106 Agreement, the LPA shall:

8.5.1 spend such sums on acute care, social care, emergency services and/or any other social infrastructure necessary to meet the needs of the population of the Development; and

8.5.2 consult with LLDC on which facilities to apply such sums towards and take account of any reasonable comments received from LLDC in writing.

8.6 Following receipt of any payments or financial contributions from the Developer and/or LLDC pursuant to any obligations contained in this Agreement, the LPA covenants and undertakes to:

8.6.1 apply such payments or financial contributions only for the purposes specified in this Agreement **PROVIDED THAT** for the avoidance of doubt the LPA will

be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer or LLDC (as applicable); and

- 8.6.2 provide annual reports to the Developer or LLDC (as applicable) setting out the expenditure from such payments or financial contributions in the previous 12 (twelve) month period and how such expenditure is expected to assist in meeting the needs of the population of the Development.
- 8.7 Save where expressly stated to the contrary, the LPA shall return to the person who paid to the LPA the original payment or financial contribution (being the Developer or LLDC) any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the fifth anniversary of payment by LLDC or the Developer.
- 8.8 Where sums have been paid to the LPA under Schedule 2 (Transport) and the LPA has thereafter paid those sums to TfL, then the LPA's obligation to repay any such sums pursuant to Clause 8.7 shall be conditional upon the repayment of any such sums by TfL to the LPA and the LPA shall not be obliged to repay such sums until such time as the sums have been repaid by TfL.
- 8.9 Following receipt of any payments or financial contributions from the LPA, the Developer and/or LLDC pursuant to paragraph **Error! Reference source not found.** of **Error! Reference source not found.** (Transport), TfL covenants and undertakes to:
- 8.9.1 forthwith upon receipt to pay such payments or financial contributions into an interest bearing deposit account, from which the relevant payment or contribution together with its accrued interest can be identified from periodic statements until such time as such payments or financial contributions (or any part thereof) are required for the purposes identified in the relevant paragraphs of **Error! Reference source not found.** (Transport);
- 8.9.2 apply such payments or financial contributions only for the purposes respectively for which the same were paid as specified in the relevant paragraph of **Error! Reference source not found.** (Transport) **PROVIDED THAT** for the avoidance of doubt TfL will be entitled to treat any accrued interest as if it were part of the principal sum paid by the LPA, the Developer or LLDC (as applicable); and
- 8.9.3 from time to time upon reasonable written request by the LPA, the Developer and/or LLDC (but not more frequently than once every 6 (six) months) to provide the LPA, the Developer and/or LLDC (as applicable) with a breakdown of expenditure from the said contributions.
- 8.10 [Not used].

## 9. NOTICES

- 9.1 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:
- 9.1.1 if delivered by hand, the next Working Day after the day of delivery; and
- 9.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.
- 9.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be

specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

**LPA:**

[London Borough of Hackney's contact details]

**LLDC:**

London Legacy Development Corporation Limited (For the Attention of: General Counsel)  
Level 9  
5 Endeavour Square  
Stratford  
London E20 1JN

**TfL:**

Transport for London (For the Attention of: Director of Spatial Planning)  
9th Floor  
5 Endeavour Square  
Westfield Avenue  
London E20 1JN

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

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

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

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

- 10.3 Where all of the obligations, covenants, undertakings and other provisions contained in this Agreement have been satisfied wholly the LPA shall remove the entry in its Local Land Charges Register relating to this Agreement.

**11. 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.

## 12. REFUSAL NOTICE

- 12.1 Not more than 5 (five) Working Days from receipt of the Refusal Notice the Developer shall confirm to the LPA whether it accepts the Report Amendments.
- 12.2 In the event the Developer confirms that it does accept the Report Amendments the following provisions shall apply:
- 12.2.1 within 10 (ten) Working Days of the LPA's receipt of such confirmation the Developer shall submit the revised Submitted Document incorporating the Report Amendments to the LPA for Approval;
  - 12.2.2 the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document;
  - 12.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 13.
- 12.3 In the event the Developer confirms that it does not accept the Report Amendments the following provisions apply:
- 12.3.1 not more than 5 (five) Working Days after such confirmation the Developer and the LPA shall meet to discuss the Report Amendments and the Submitted Document;
  - 12.3.2 in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 13 shall apply;
  - 12.3.3 in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 13 shall apply.
- 12.4 In the event the LPA does not Approve the Submitted Document within the time period for Approving Submitted Documents set out in the Schedule to which the Submitted Document relates the following provisions shall apply:
- 12.4.1 not more than 5 (five) Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;
  - 12.4.2 in the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 13 shall apply;
  - 12.4.3 in the event the Developer and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:
    - (a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Developer



shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 13 shall apply; or

- (b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 13 shall apply.

12.5 The LPA and the Developer may in agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 12.1 to 12.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

### 13. **DISPUTE RESOLUTION**

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

13.2 The Notice must specify:

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

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

13.2.3 the proposed Expert.

13.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 13.7 provides otherwise) to nominate the Expert at their joint expense.

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

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

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

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

13.7.1 where the Dispute relates to:

- (a) Schedule 2 (Transport), the President of the Chartered Institute of Highways and Transportation;

(b) Schedule 3 and Schedule 4 (Affordable Housing and Family Housing), the President of the Royal Institute of Chartered Surveyors;

(c) [not used].

**14. SLOT-IN APPLICATIONS, SLOT IN-PERMISSIONS, ORIGINAL PERMISSION, FIRST S73 PERMISSION, SECOND S73 PERMISSION AND THIRD S73 PERMISSION**

14.1 The Developer covenants and undertakes to the LPA that after 28th September 2012 it shall enclose a Statement of Superseded Development with each Slot-In Application.

14.2 [Not used].

14.3 The Developer covenants and undertakes to the LPA:

14.3.1 on the grant of a Slot-In Permission, the Developer covenants and undertakes to the LPA with effect from the date that development is Commenced under that Slot-In Permission unless otherwise agreed with the LPA not to further Implement the Planning Permission and/or Subsequent Planning Permission insofar as and to the extent that the Planning Permission and/or Subsequent Planning Permission permit Superseded Development;

14.3.2 with effect from the date that the Planning Permission is Implemented, not to Implement (or further Implement as the case may be) the Original Planning Permission and/or the First S73 Permission and/or the Second S73 Permission and/or the Third S73 Permission and/or the Fourth S73 Permission and/or the Fifth S73 Permission and for the avoidance of doubt the Planning Permission shall be deemed to be Implemented upon the service of notice to that effect under this clause (such notice to be provided by the Developer to the LPA and TfL).

14.4 With effect from the grant of the Planning Permission, the LCS s106 Agreement shall be superseded by the obligations in this Agreement in relation to the Site and the remaining obligations contained in the LCS s106 Agreement shall be discharged as provided for by section 106A(3)(b) of the 1990 Act in relation to the Site and the parties released from such obligations.

**15. NO WAIVER**

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

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

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

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

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

18. **THE LPA'S LEGAL COSTS**

The Developer agrees that it will pay the LPA's reasonable legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement) within 14 (fourteen) days of receiving an invoice in relation to the same.

19. **JURISDICTION AND LEGAL EFFECT**

19.1 This Agreement shall be governed by and interpreted in accordance with the law 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. **TERMINATION OF OBLIGATIONS**

In respect of LLDC's and the Developer's obligations in this Agreement which do not have an end date or a restriction by which Compliance is required, at any time that is 16 (sixteen) years following Implementation of the Planning Permission then LLDC and/or the Developer (as applicable) may apply to the LPA for the LPA's written agreement (at its discretion but acting reasonably at all times in accordance with Clause 16) to terminate any of such obligations.

21. **EXECUTION**

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

22. **VARIATIONS**

22.1 Save in respect of any variation to the obligations in this Agreement given for the benefit of TfL or given by TfL, TfL shall not be required to be party to any deed of variation to this Agreement.

**SCHEDULE 1**

**TITLE NUMBERS TO DEVELOPER'S LAND**

**PART 1**

**FREEHOLD LAND**

<b>PDZ5</b>		
EGL533902	EGL570920	

**PART 2**

**LEASEHOLD LAND**

<b>PDZ5</b>		
AGL411945		

## SCHEDULE 2

### TRANSPORT

#### RECITALS

- (A) The transport assessment submitted in support of the Original Planning Application dated September 2011 (and the transport addendum submitted in February 2012) recognise the need to mitigate the transport impacts of the Development by improving connectivity with adjacent areas by walk, cycle and public transport, providing adequate public transport and facilities and undertaking off-site mitigation measures. This need for mitigation is recognised by LLDC and funding has accordingly been committed to secure these measures. The need will increase as more of the Development is occupied from Commencement through to Completion and funding is matched to these increased requirements.
- (B) Along with LLDC, the LPA, TfL and the local highway authorities will be important contributors to the development and delivery of the measures.
- (C) The necessary improvements to Bus Infrastructure and bus services have been identified in outline and a procedure for bringing forward detailed measures is set out in this Schedule.
- (D) A framework, for monitoring the effects of the Development, identifying, developing and bringing forward Off Site measures to mitigate the impacts of the Development by improving connectivity has been agreed, which includes reporting obligations.
- (E) The Parties acknowledge that a financial contribution of £500,000 (plus applicable indexation) was paid to the then local planning authority under the LCS s106 Agreement, for the purposes of being applied towards 'Offsite Junction Works' and 'Pedestrian and Cycle Connection Works' (in each case as defined under the LCS s106 Agreement), and that prior to the date of grant of the Planning Permission such sum has been allocated as follows: £50,000 has been allocated to the London Borough of Waltham Forest and spent on works for the Leyton Town Centre Gateway; £50,000 has been allocated to the London Borough of Hackney for the Lea Interchange Study; and £400,000 has been provided to and is held by the LLDC to be applied under the terms of the Wallis Road Grant Agreement to works for the link between Bridge H10 and Hackney Wick along Prince Edward Road and Wallis Road to the Hackney Wick Station access ramp.

#### DEFINITIONS

- "Approved"** means, in the context of this Schedule, approved by the LPA pursuant to paragraph 9 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;
- "Bridge Safeguarding Zone"** [Not used];
- "Bus Infrastructure"** means, subject to paragraph 2.7, new bus stops and the relocation of bus stops to allow passengers to board and alight Scheduled Bus Services including posts and flags (specifying the bus stop name, relevant bus route numbers and the bus stop code) and bus shelters all in the locations identified on the plan contained in Appendix 8 and/or such other works as may be considered necessary by TfL to mitigate the transport impacts of the Development on bus services and/or bus infrastructure;

<b>"Bus Infrastructure Contribution"</b>	means the sum of £62,432,74 (sixty two thousand four hundred and thirty two pounds and seventy four pence) (Indexed) to be applied in accordance with paragraph 2
<b>"Bus Infrastructure Programme"</b>	[not used]
<b>"Bus Route"</b>	means those roads provided as part of the Development over which TfL will operate Scheduled Bus Services;
<b>"Bus Service Enhancements"</b>	[not used]
<b>"Bus Service Enhancement Contribution"</b>	[not used]
<b>"Bus Service Enhancement Plan"</b>	[not used]
<b>"Car Club"</b>	means a club or clubs which residents and employees of the Development may join and which will provide cars available for hire to members, such club or clubs comprising car parking spaces provided in PDZ5 in accordance with Condition LCS0.255;
<b>"Car Club Contribution"</b>	means a total of £20,000 (twenty thousand pounds) (Indexed);
<b>"Car Club Details"</b>	means the details listed in paragraph 5.1;
<b>"Carpenter's Land Bridge"</b>	[Not used];
<b>"CPZ"</b>	means controlled parking zone;
<b>"CPZ Contribution"</b>	means a contribution, the amount (£) of which to be agreed between the Developer and the Relevant Local Highway Authority, payable by the Developer to the Relevant Local Highway Authority for the purposes of extending any existing CPZ to include any roads within the Development that are dedicated as highway maintainable at the public expense or for the creation of new CPZs for any roads within the Development that are dedicated as highway maintainable at the public expense;
<b>"Development Parcel Phasing Plans"</b>	[not used]
<b>"Hackney Wick Station Contribution"</b>	means the sum of £4,000,000 (four million pounds) (Indexed) to be applied in accordance with paragraph 7.4;
<b>"Hackney Wick Station Works"</b>	means the upgrade works to Hackney Wick Station comprising disability and discrimination compliance works, access improvements (including the provision of lifts and ramps and associated ticket hall improvements) and connectivity improvements from Hackney Wick to the Olympic Park;
<b>"Lea Interchange Study"</b>	means a study into the feasibility of improving the north and south bound cycle and pedestrian

connections at the Lea Interchange, such study to have regard to any existing studies on the same connections;

<b>"Leyton Station Works"</b>	means the provision of cycle racks at Leyton Station or, in the event cycle facilities at Leyton Station have already been improved and cycle racks provided or funds have been committed to provide such cycle racks, works to improve pedestrian and cycle access between the Development and Leyton Station;
<b>"London Interbank Market"</b>	[not used]
<b>"LTG"</b>	[not used]
<b>"LTG Account"</b>	[not used]
<b>"LTG Funds"</b>	[not used]
<b>"LTG Operating Procedures"</b>	[not used]
<b>"Member of the LTG"</b>	[not used]
<b>"Net SRA Amount"</b>	[not used]
<b>"Offsite Junctions"</b>	[not used]
<b>"Offsite Junctions and Connections Contribution"</b>	means the total sum of £450,000 (four hundred and fifty thousand pounds) (Indexed) to be applied for the purposes of the Pedestrian and Cycle Connection Works and in accordance with paragraph 7.5;
<b>"Offsite Junction Works"</b>	[not used]
<b>"OPTEMS Account"</b>	[not used]
<b>"OPTEMS Group"</b>	[not used]
<b>"PDZ Car Club Allocation"</b>	[not used]
<b>"Pedestrian and Cycle Connections"</b>	means the following pedestrian and cycle connections: <ol style="list-style-type: none"><li>1. [not used];</li><li>2. [not used];</li><li>3. [not used];</li><li>4. Lea Interchange Study;</li><li>5. Leyton Station Works;</li><li>6. the link between Bridge H10 and Hackney Wick along Prince Edward Road and Wallis Road to the Hackney Wick Station access ramp; and</li></ol>

	7. [not used].
<b>"Pedestrian and Cycle Connection Works"</b>	means: <ol style="list-style-type: none"> <li>1. works to improve the Pedestrian and Cycle Connections so as to mitigate the transport impacts of the Development; and</li> <li>2. such other works as may be considered necessary by the LPA to mitigate the transport impacts of the Development on pedestrian and cycle routes including access to public transport;</li> </ol>
<b>"Primary Roads"</b>	[not used]
<b>"Relevant Local Highway Authority"</b>	[not used]
<b>"Remaining Funds"</b>	has the meaning given to it in paragraph 3.3 of this Schedule 2;
<b>"Report"</b>	[not used]
<b>"Review Report"</b>	means a report monitoring and reviewing the provision of the Bus Infrastructure and containing the information required under paragraph 3.1, such report to be submitted by TfL to the LPA and the Developer;
<b>"Scheduled Bus Services"</b>	means bus services primarily controlled by TfL and which are provided at scheduled times in accordance with TfL considerations and requirements and pursuant to the demands of the Development;
<b>"Secondary Roads"</b>	[not used]
<b>"Sponsored Route Agreement"</b>	[not used]
<b>"Stratford Regional Station Contribution"</b>	means the sum of £150,000 (one hundred and fifty thousand pounds) (Indexed) to be applied in accordance with paragraph 7.3;
<b>"Stratford Regional Station Works"</b>	means works and measures (including design and feasibility studies) in respect of a new south west entrance to Stratford Regional Station from Carpenter's Road Estate or, in the event such new entrance has been provided or funds have been committed to provide such new entrance, improvements on/to Gibbins Road to access the Stratford Regional Station;
<b>"Unspent OPTEMS Contribution"</b>	[not used]
<b>"Zonal Travel Plan"</b>	means a travel plan to be submitted to the LPA pursuant to Condition LCS0.195 in respect of each PDZ.



## **OPERATIVE PROVISIONS**

### **1. BUS SERVICE ENHANCEMENTS**

1.1 [Not used]

### **2. BUS INFRASTRUCTURE**

2.1 LLDC covenants with the LPA and with TfL that it shall:

2.1.1 pay the Bus Infrastructure Contribution to TfL prior to the Occupation of more than 900 (nine hundred) Residential Units permitted to be constructed across the Development.

2.1.2 [Not used].

2.2 The Developer covenants with the LPA and with TfL that it shall not:

2.2.1 Occupy more than 900 (nine hundred) Residential Units permitted to be constructed across the Development unless and until the Bus Infrastructure Contribution has been paid to TfL pursuant to paragraph 2.1.1.

2.2.2 [Not used].

2.3 [Not used].

2.4 [Not used].

2.5 TfL shall spend the Bus Infrastructure Contribution on Bus Infrastructure.

2.6 Further to paragraph 2.5, TfL may spend (or commit to spend) sums equal to the whole or a part of the Bus Infrastructure Contribution for Bus Infrastructure at any time after the Commencement of the Development irrespective of the amount of the Bus Infrastructure Contribution held by TfL at any given time.

2.7 The new bus stops and relocations of existing bus stops as referred to in the definition of Bus Infrastructure may be provided in any such other locations or in any such other number of locations as agreed in writing between TfL, the LPA and LLDC PROVIDED THAT the agreement of TfL, the LPA and LLDC shall not be required where the actual location of the Bus Infrastructure deviates by less than 50m from the locations shown on the drawing contained in Appendix 8 (measured from the closest edges of the yellow markers (with the London Buses symbol within) on the said drawing) and PROVIDED FURTHER THAT TfL shall not be required to obtain the agreement of the LPA and LLDC where the actual location of the Bus Infrastructure is not within the Site or the Park.

### **2.8 Access and Use**

2.8.1 The Developer shall, if requested by TfL, in respect of Bus Routes on unadopted roads:

(a) grant TfL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL to enable all necessary access to install, clean, maintain and periodically replace the Bus Infrastructure;

(b) permit TfL and its agents, at no cost to TfL, to operate Scheduled Bus Services, set down and pick up passengers at designated bus stops and on bus stands within the Development, and will grant TfL

and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL, to facilitate the same; and

- (c) permit people to access the carriageways and footways within the Development at all times for the purposes of boarding and alighting Scheduled Bus Services.

2.8.2 The Developer shall, in respect of unadopted Bus Routes:

- (a) maintain in good working order the Bus Routes on unadopted roads (including bus stops and bus stands) within the Development such that they remain suitable for safe use by Scheduled Bus Services (and associated passengers and drivers); and
- (b) make available for use at all times by Scheduled Bus Services the unadopted Bus Routes within the Development (except when required to be closed for the purposes of an emergency, maintenance (in relation to which TfL is notified in writing 20 Working Days in advance) or as otherwise agreed in writing by the LPA in consultation with TfL).

### 3. TFL'S REVIEW REPORT TO THE LPA AND LLDC

3.1 TfL shall submit to the LPA and LLDC a Review Report upon request by the LPA and/or LLDC, PROVIDED THAT no such request has been made in the last 12 (twelve) months and FURTHER PROVIDED THAT this obligation shall cease 5 years after the Bus Infrastructure Contribution has been fully spent (or if earlier on the date on which a Review Report, which is issued by TfL in response to a request from the LPA and/or LLDC, evidences that the Bus Infrastructure Contribution has been spent in full).

3.2 Each Review Report will contain the following information:

3.2.1 Details of TfL's expenditure (both actual and committed) for the period starting from the date of the previous Review Report of the amount received from the Bus Infrastructure Contribution and applied to delivering the Bus Infrastructure; and

3.2.2 Details of TfL's forecast spend for the forthcoming 12 (twelve) month period of the amount received from the Bus Infrastructure Contribution and forecast to be applied to delivering the Bus Infrastructure.

3.3 In the event that there are unspent and/or uncommitted funds from the Bus Infrastructure Contribution ("**Remaining Funds**") on or after 29 November 2027 TfL may apply any such Remaining Funds it holds towards other project(s) benefitting the Development which TfL considers appropriate (acting reasonably) which is confirmed in writing to the LPA.

3.4 [Not used].

### 4. CONTROLLED PARKING ZONES AND ADOPTION OF ROADS

4.1 The Developer shall notify the LPA in writing in the event any roads that form part of the Development are to be dedicated as highway maintainable at the public expense and shall use Reasonable Endeavours to secure the adoption of such roads as highway maintainable at the public expense by entering into such necessary agreements as may be required by the Relevant Local Highway Authority.

4.2 The Developer covenants to pay the CPZ Contribution to the Relevant Local Highway Authority in accordance with the terms of any agreement entered into under section 38 of the Highways Act 1980 or under any other enabling legislation.

4.3 For the avoidance of doubt save where expressly stated to the contrary in respect of specific roads, nothing in this Agreement shall be taken as evidence of the Developer's intention to dedicate any road that forms part of the Development.

## 5. **CAR CLUB**

5.1 [Not used.]

5.2 [Not used.]

5.2.A [Not used.]

5.3 Subject to paragraph 5.5, from Occupation of any Residential Units in PDZ5 the Developer shall use Reasonable Endeavours to enter into a contract for a Car Club for that PDZ on commercially viable terms with an operator who has experience of running similar schemes.

5.4 In the event the Developer does enter into a contract with a car club operator the Developer shall, subject to paragraph 5.8, spend £20,000 (twenty thousand pounds) (Indexed) on one or more of the financial incentives or other measures to encourage residents and occupiers of the Development to use the Car Club.

5.5 In the event that the use of Reasonable Endeavours to enter into a contract for a Car Club in PDZ5 in accordance with paragraph 5.3 does not result in completion of a contract with a car club operator as at the Occupation of 50% of the Residential Units in that PDZ, the Developer shall submit a detailed written statement to the LPA for Approval explaining why a contract for the Car Club has not been entered into (the "**Car Club Statement**") and the obligation in paragraph 5.3 shall fall away upon the Approval of the Car Club Statement.

5.6 Where a Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5 is to be Approved, the Approval to the Car Club Statement shall:

5.6.1 [Not used.]

5.6.2 identify the measures detailed in the Zonal Travel Plan together with a timetable for the implementation of those measures **PROVIDED THAT** the cost of such measures shall not exceed £20,000 (twenty thousand pounds) .

5.7 Where the Approval to the Car Club Statement (such Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5) identifies measures on which the £20,000 is to be spent (pursuant to paragraph 5.6.2), the Developer shall spend £20,000 on the identified measures in accordance with the timetable for implementation as set out in the Approval.

5.8 The Developer and the LPA may agree that where an amount less than £20,000 is needed on one or more of the financial incentives, the £20,000 shall be so reduced and:

5.8.1 [not used.]

5.8.2 the LPA and the Developer shall identify measures detailed in the Zonal Travel Plan for that PDZ on which such amount is to be spent together with a timetable for the implementation of those measures and the Developer shall spend such amount on the identified measures in accordance with the timetable for implementation as set out in the Approval.

## 6. **CARPENTER'S LAND BRIDGE**

[Not used.]

7. **CONTRIBUTIONS**

7.1 **[Not Used]**

7.2 **[Not Used]**

7.3 **Stratford Regional Station**

7.3.1 [Not used].

7.3.2 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has paid the Stratford Regional Station Contribution to be applied for the purpose of the Stratford Regional Station Works (it being acknowledged that this sum has been paid in full).

7.3.3 [Not used]

7.3.4 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until the Stratford Regional Station Contribution has been paid pursuant to paragraph 7.3.2.

7.4 **Hackney Wick Station**

7.4.1 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 150 (one hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until it has paid the Hackney Wick Station Contribution to be applied for the purpose of the Hackney Wick Station Works (it being acknowledged that this sum has already been paid in full).

7.4.2 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 150 (one hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the Hackney Wick Station Contribution has been paid pursuant to paragraph 7.4.1.

7.5 **Offsite Junctions and Connections**

7.5.1 The LLDC and LPA acknowledge that the Offsite Junctions and Connections Contribution has been paid and that 100% of the Offsite Junctions and Connections Contribution shall be applied towards Pedestrian and Cycle Connections (and that no less than £50,000 from the Offsite Junctions and Connections Contribution shall be applied towards the Lea Interchange Study).

7.5.2 [Not used].

7.5.3 [Not used].

7.5.4 The LPA shall consult the Developer prior to the expenditure of any part of the Offsite Junctions and Connections Contribution (including providing the Developer with appropriate details of the proposed expenditure of the said part of the contribution) and shall have due regard to any reasonable representations in respect of such proposed expenditure received by the

LPA from the Developer within 15 Working Days of the date on which the relevant details of the proposed expenditure were supplied to the Developer in accordance with this paragraph 7.5.4).

7.6 **[Not Used]**

## 8. **MONITORING AND REVIEW**

8.1 In order to monitor the delivery and progress of transport mitigation schemes, within 1 year of the completion of this agreement:

8.1.1 The Developer shall produce and submit to the LPA a report on any payments made pursuant to its obligations in this Schedule and thereafter annually until all payment obligations have been discharged; and

8.1.2 The LPA shall produce and submit to LLDC a report on monies spent on the Lea Interchange Study and the Pedestrian and Cycle Connections and thereafter annually until all monies have been spent; and

8.1.3 The LLDC shall produce and report to the LPA on monies spent (from the portion of the Offsite Junctions and Connections Contribution held by the LLDC) on the works for the link between Bridge H10 and Hackney Wick along Prince Edward Road and Wallis Road to the Hackney Wick Station access ramp.

## 9. **APPROVAL**

9.1 The LPA shall confirm whether or not it approves the Car Club Statement within:

9.1.1 20 (twenty) Working Days of receipt of the Car Club Statement from the Developer; or

9.1.2 where the LPA decides that it needs to report the Car Club Statement to its planning committee, 40 (forty) Working Days of receipt of such Car Club Details and/or the Car Club Statement

**PROVIDED THAT** where paragraph 9.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of the Car Club Statement and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve the Car Club Statement the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## SCHEDULE 3

### AFFORDABLE HOUSING

#### RECITALS

- (A) The Original Planning Application sought planning permission for up to 641,817m<sup>2</sup> of residential floorspace for a range of Market Housing Units, Affordable Rented Units, Social Rented Units and Intermediate Units proposed to be built in phases across seven Planning Delivery Zones as the Development proceeds.
- (B) The LPA and the Developer share the objective of providing an inclusive and sustainable residential community combining Market Housing Units and Affordable Housing at the Development as part of the overall strategy to create a mixed and sustainable development.
- (C) It has been agreed that within Planning Delivery Zones 4 and 5 not less than 34% of all Residential Units will be provided as Affordable Housing.
- (D) It has been agreed that in view of the long term need to demonstrate that Affordable Housing and a range of housing typologies has been and continues to be delivered across the seven Planning Delivery Zones it is important to maintain an Affordable Housing Delivery Record

#### DEFINITIONS

<b>"Affordable Housing"</b>		means housing provided to eligible households whose needs are not met by the market
<b>"Affordable Contract"</b>	<b>Housing</b>	means a binding contract between the Developer and an Affordable Housing Provider for the construction and Transfer of Affordable Housing Units to the Affordable Housing Provider
<b>"Affordable Housing Delivery Record"</b>		means a record of the provision of Affordable Housing and Family Housing including tenure type and unit size mix delivered across PDZ4 PDZ5 PDZ6 PDZ8A PDZ8B and PDZ12 in an electronic format (that is available to the public)
<b>"Affordable Provider"</b>	<b>Housing</b>	means a provider of Affordable Housing Approved in respect of the PDZ or deemed to be approved pursuant to paragraph 7
<b>"Affordable Tenancy"</b>	<b>Housing</b>	means a tenancy entered into in respect of each Social Rented Unit, Affordable Rented Unit and London Affordable Rented Unit between the tenant and the Affordable Housing Provider
<b>"Affordable Housing Units"</b>		means the Residential Units to be provided as Affordable Housing pursuant to this Schedule
<b>"Affordable Rented Units"</b>		means Affordable Housing Units to be made available by an Affordable Housing Provider to households who are eligible for social rented housing at rents no more than the percentage of Market Rent to be calculated in accordance with paragraph 6.2 or 6.3
<b>"Approved"</b>		means, in the context of this Schedule, approved by the LPA pursuant to paragraph 17 or Clause 12 or by the Expert

pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly

**"Development Parcel Phasing Plan"** means a plan to be approved pursuant to Condition LCS0.50 identifying the sequence and projected programme for the build out of the PDZ and each Development Parcel (within the PDZ)

**"East London Housing Sub-Region"** means the City of London and the London Boroughs of Barking and Dagenham, Hackney, Havering, Redbridge, Newham, Waltham Forest and Tower Hamlets or any successor body or group of boroughs that may replace them from time to time

**"Eligible Households"** means:

(a) in relation to Shared Ownership Units and other Intermediate Units for sale only households whose annual income is less than £90,000; and

(b) in relation to Intermediate Units for rent only households whose annual income is less than £60,000

or such other upper limit or income range for intermediate housing as may be updated in the London Plan and the London Plan Annual Monitoring Report

**"Family Housing"** means Residential Units with three or more bedrooms

**"First PDZ"** [Not used]

**"Grant Funding"** means any capital funding provided by the HCA, GLA or any other public body for the delivery of Affordable Housing

**"HCA"** means the Homes and Communities Agency of 110 Buckingham Palace Road, London, SW1W 9SA or such successor body for the time being having or being entitled to exercise the powers now conferred on such agency at 28th September 2012

**"HomeBuy Agent"** [Not used]

**"Households on Intermediate Incomes"** [Not used]

**"Households on Lower Intermediate Incomes"** [Not used]

**"Households on Upper Intermediate Incomes"** [Not used]

**"Intermediate Units"** means Affordable Housing Units for sale and rent provided at a cost above social rent but below market levels to be provided as:

(a) Shared Equity Units; and

(b) Shared Ownership Units

or such other form of intermediate housing as may be agreed by the Developer and the LPA

<b>"London Affordable Rented Units"</b>	means Affordable Housing Units provided by an Affordable Housing Provider that have the same characteristics as Social Rented Units but which are not required to be let at Target Rents but are instead subject to other rent controls requiring the units to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at rents that are: <ul style="list-style-type: none"><li>(a) including service charges, up to 80% of local market rents; and</li><li>(b) excluding service charges, no higher than the benchmark rents published by the GLA in accordance with "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any updated or replacement guidance</li></ul>
<b>"London Legacy Development Corporation"</b>	means in this Schedule only the London Legacy Development Corporation and any successor regeneration authority and not any successor in title to the Site or any part thereof
<b>"Lower Cost Rented Units"</b>	means the Social Rented Units and the London Affordable Rented Units
<b>"Market Housing Units"</b>	means Residential Units which are not Affordable Housing and in PDZ5 shall include Private Rented Units
<b>"Market Rent"</b>	means the rent as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors being a chartered valuation surveyor appointed by the Developer owing a duty of care to the LPA and acting in an independent capacity in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation —Professional Standards (the Red Book) March 2012 as may be updated from time to time
<b>"Market Value"</b>	means the market value as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors being a chartered valuation surveyor appointed by the Developer owing a duty of care to the LPA and acting in an independent capacity in accordance with the Royal Institute of Chartered Surveyors Valuation —Professional Standards (the Red Book) March 2012 as may be updated from time to time
<b>"Nominating Body"</b>	means each of the bodies referred to in paragraph 11.1.1
<b>"Nominations Agreement"</b>	means an agreement between an Affordable Housing Provider and the Nominating Body containing arrangements for the initial and subsequent selection and prioritisation of tenants or occupiers of Affordable Housing Units
<b>"PDZ4"</b>	means the land within the London Borough of Tower Hamlets to which the PDZ4 Planning Permission applies



<b>"PDZ4 Planning Permission"</b>	means the planning permission granted pursuant to the planning application with reference 24/00117/VAR and which relates to PDZ4 situated in the London Borough of Tower Hamlets (as varied or replaced from time to time)
<b>"Private Rented Units"</b>	means those Market Housing Units that are rented out at Market Rent
<b>"Residential Units"</b>	means the residential units provided as part of the Development
<b>"Second PDZ"</b>	[Not used]
<b>"Service Level Agreement"</b>	[Not used]
<b>"Shared Equity Units"</b>	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of the equity (being not less than 30% and not more than 80% and subject to an initial average equity share across all such units at the Development being not less than 60%) is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider without rent being charged in respect of the retained equity and, unless otherwise agreed by the LPA and the Developer, on terms that entitle the purchaser to acquire up to 80% of the equity through Staircasing
<b>"Shared Ownership Units"</b>	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of equity is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% of the equity through Staircasing
<b>"Sheltered Housing Facility"</b>	shall have the meaning ascribed to it in Schedule 5
<b>"Social Rented Units"</b>	means Affordable Housing Units to be made available by an Affordable Housing Provider at Target Rents to be determined through the national rent regime
<b>"Staircasing"</b>	means the purchase by the owner of additional equity in a Shared Ownership Unit or a Shared Equity Unit
<b>"Target Rents"</b>	means target rents as published from time to time by the HCA (or such other body as may replace the HCA having the responsibility of setting target rents for social housing)
<b>"Transfer"</b>	means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Local Planning Authority

## **OPERATIVE PROVISIONS**

### **1. QUANTUM OF AFFORDABLE HOUSING**

1.1 [Not used.]

1.2 [Not used]

1.3 [Not used]

1.3A.1 Subject to paragraph 1.3A.2 not less than thirty four percent (34%) of the total number of Residential Units constructed in each of PDZ4 and PDZ5 shall be provided as Affordable Housing Units **PROVIDED THAT** nothing in this paragraph 1.3A.1 shall prevent the Developer from providing Affordable Housing Units in excess of the percentage stated in this paragraph 1.3A.1.

1.3A.2 It is agreed that PDZ 5 may provide between thirty three percent (33%) and thirty four percent (34%) of the total number of Residential Units constructed in PDZ5 as Affordable Housing Units **PROVIDED THAT** the percentage of Residential Units constructed and provided in PDZ4 pursuant to the PDZ4 Planning Permission as Affordable Housing Units is increased proportionately to ensure that across PDZ4 and PDZ5 not less than thirty four percent (34%) of the total number of Residential Units constructed shall be provided as Affordable Housing Units.

1.3A.3 [Not used.]

1.4 [Not used.]

## 2. **TENURE**

2.1 [Not used]

2.2 [Not used]:

2.3 [Not used]

2.3A The tenure of the Affordable Housing Units in PDZ5 shall be provided in the following proportions (stated as a percentage of the Residential Units in the PDZ):

<b>PDZ</b>	<b>Social Rented Units</b>	<b>London Affordable Rented Units</b>	<b>Affordable Rented Units</b>	<b>Intermediate Units</b>
PDZ5	11%	3%	9%	11%

## 3. **UNIT SIZE MIX**

3.1 [Not used]

3.2 [Not used]

3.2A [Not used.]

- 3.2A.1 In respect of PDZ5, the Affordable Housing Units shall be provided within the following ranges of unit size mix, the precise mix (in the ranges set out below) to be set out in the ZMP and approved by the LPA pursuant to condition LCS0.1:

	<b>Studio, 1 &amp; 2 bed units</b>	<b>Family Housing</b>
Social Rented Unit	39%-64%	36%-61%
Affordable Rented Unit	34%-59%	41%-56%
London Affordable Rented Unit	28-50%	50-72%
Intermediate Unit	76%-87%	13%-24%

#### 4. GENERAL

- 4.1 Where in this Schedule the number of Affordable Housing Units of any particular tenure, size or mix is specified as a percentage the actual number of Affordable Housing Units of that tenure, size or mix to be provided will be the number of whole units that is as near as arithmetically possible to the specified percentage.
- 4.2 Not less than 4% of Social Rented Units, Affordable Rented Units and London Affordable Rented Units which are provided as Family Housing across PDZ4 and PDZ5 shall be provided at ground floor level (save in respect of any upper storeys forming part of the unit) so they have a direct ground floor entrance.

#### 5. GRANT FUNDING

- 5.1 The Developer and the Affordable Housing Provider shall use Reasonable Endeavours to secure Grant Funding for the Affordable Housing Units.
- 5.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer and/or the Affordable Housing Provider in respect of any applications for Grant Funding pursuant to paragraph 5.1 above.
- 5.3 In the event Grant Funding is offered or secured in respect of the Affordable Housing Units (or any of them) subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary in order to deliver the relevant Affordable Housing Units with such Grant Funding PROVIDED THAT there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.

#### 6. RENT LEVELS AND AFFORDABILITY CRITERIA

- 6.1 The rent payable by the occupant of any Social Rented Unit shall not exceed the Target Rent, such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%.
- 6.2 The rent payable by the occupant of any Affordable Rented Unit shall not exceed the percentages of Market Rent set out in the table below, such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%. For the avoidance of doubt on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in

respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent charged does not exceed the below percentages.

<b>Unit Size</b>	<b>Maximum Percentage of Market Rent</b>
Studio/ 1 bed units	80%
2 bed units	70%
3 bed units	60%
4 and 5 bed units	50%

6.3 [Not used]

6.4 The cost of rent and/or mortgage payments and service and estate charges in relation to the Intermediate Units shall not exceed 40% of the net income of Eligible Households or such other cap as may be specified in the London Plan and/or the London Plan Annual Monitoring Report, or such other replacement policy adopted following the 31 March 2018.

6.5 [Not used]

6.6 [Not used]

6.7 [Not used]

## 7. **AFFORDABLE HOUSING PROVIDERS**

7.1 Prior to the submission of the ZMP the Developer shall submit to the LPA and obtain its written Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers PROVIDED THAT any company or organisation which appears on an approved list of affordable housing providers of the London Borough of Hackney current at the time of the submission shall be deemed to be approved as an Affordable Housing Provider .

7.2 In considering any submission for Approval pursuant to paragraph 7.1 the LPA agrees to give favourable consideration to any company or organisation which has a staffed office with regular opening hours in the London Borough of Hackney which potential or existing tenants can visit to make housing-related enquiries.

7.3 The list submitted for Approval pursuant to paragraph 7.1 may include the London Legacy Development Corporation or any subsidiary company or the GLA subject to it being permitted under law to provide Affordable Housing.

7.4 The list of Affordable Housing Providers Approved may be reviewed by the Developer and the LPA upon submission of each Reserved Matters Application containing Affordable Housing and in the event any amendments to the list of Affordable Housing Providers are Approved following the review the list of Affordable Housing Providers shall be revised accordingly.

## 8. **AFFORDABLE HOUSING CONTRACTS**

8.1 The Developer will proceed diligently and with all due expedition to negotiate and enter into Affordable Housing Contracts in respect of the Affordable Housing Units.

8.2 The Developer shall notify the LPA in writing within 15 (fifteen) Working Days of entering into each Affordable Housing Contract.

8.3 Each Reserved Matters Application which includes Affordable Housing Units shall be accompanied by the following:

8.3.1 unless notice has already been served pursuant to paragraph 8.2 above in respect of the relevant Affordable Housing Units, written confirmation of the progress the Developer has made towards entering into an Affordable Housing Contract for the Affordable Housing Units which are the subject of the application and the Developer's best estimate of when an Affordable Housing Contract will be entered into; and

8.3.2 written confirmation from the Affordable Housing Provider with which the Developer has entered or intends to enter into an Affordable Housing Contract that it approves the form of Reserved Matters Application for the Affordable Housing Units.

## **9. LOCATION AND DISTRIBUTION OF AFFORDABLE HOUSING UNITS**

9.1 The key principles for the general location and distribution of Affordable Housing Units shall be set out in the ZMP .

9.2 The general location and distribution of Affordable Housing Units shall be in accordance with the approved ZMP.

## **10. DELIVERY OF AFFORDABLE HOUSING**

10.1 [Not used]

10.1A Not more than 30% of Market Housing Units in PDZ5 shall be Occupied until 30% of Affordable Housing Units (such 30% to comprise at least 10% of the Lower Cost Rented Units approved within PDZ5) in PDZ5 have been completed and Transferred to an Affordable Housing Provider.

10.2 [Not used]

10.2A Not more than 55% of Market Housing Units in PDZ5 shall be Occupied until 50% of Affordable Housing Units (such 50% to comprise at least 50% of the Lower Cost Rented Units approved within PDZ5) in PDZ5 have been completed and Transferred to an Affordable Housing Provider.

10.3 Not more than 90% of Market Housing Units in PDZ5 shall be Occupied until 100% of Affordable Housing Units in PDZ5 have been completed and Transferred to an Affordable Housing Provider.

## **11. NOMINATIONS RIGHTS**

11.1 The terms of each Transfer of Affordable Housing Units other than Intermediate Units to an Affordable Housing Provider shall impose a requirement on the Affordable Housing Provider to enter into Nominations Agreements in respect of the Affordable Housing Units that are the subject of that Transfer to give effect to the following agreed split of nomination rights:

11.1.1 10% for the GLA;

11.1.2 55% for the London Borough of Hackney;

11.1.3 10% for Affordable Housing Provider;

11.1.4 [Not used.];

11.1.5 25% for the London Legacy Development Corporation unless at the date of the Transfer the London Legacy Development Corporation has not established a nomination mechanism in which case the 25% shall be allocated for the GLA.

11.2 [Not used.]

**12. ANNUAL RETURNS INFORMATION**

12.1 The Developer will procure that each Affordable Housing Provider provides annual returns to the LPA with details of:

- 12.1.1 the initial purchaser or tenant of each Affordable Housing Unit and its tenure;
- 12.1.2 the household income of such initial purchaser or tenant;
- 12.1.3 the ethnicity of such initial purchaser or tenant (where available);
- 12.1.4 for Intermediate Units, the initial purchase price of the Unit and the initial percentage equity share bought;
- 12.1.5 the total monthly housing costs for each Affordable Housing Unit, including service and estate charges but showing such charges as separate figures;
- 12.1.6 the location of the purchaser or tenant's previous accommodation by local authority area; and
- 12.1.7 the purchaser or tenant's present occupation,

the first of such returns to be submitted 6 (six) months following first Occupation of the Affordable Housing Units within PDZ5 and the last of such returns to be submitted 6 (six) months following the last Occupation of the Affordable Housing Units within PDZ5.

12.2 The Developer will:

- 12.2.1 use the information provided to the LPA under paragraph 12.1 to create the Affordable Housing Delivery Record
- 12.2.2 maintain the Affordable Housing Delivery Record (in an electronic form and available to the public);
- 12.2.3 update the Affordable Housing Delivery Record every 12 months;
- 12.2.4 share the Affordable Housing Delivery Record with the Host Boroughs every 12 months or within 10 (ten) Working Days of receiving a request for it from one of the Host Boroughs.

**13. MANAGEMENT AND SERVICE CHARGES**

13.1 It is acknowledged and agreed by the LPA and the Developer that:

- 13.1.1 estate and/or service charges will be payable by occupiers of the Affordable Housing Units in addition to being payable by occupiers of the Market Housing Units;
- 13.1.2 service charges for the Affordable Housing Units will be calculated separately from the Market Housing Units;
- 13.1.3 owners and occupiers of Market Housing Units and commercial premises at the Development will not be expected to subsidise the charges payable by owners and occupiers of Affordable Housing Units; and

- 13.1.4 it is the Developer's intention that the aggregate service charges to be payable by the occupiers of the Affordable Housing Units will be affordable (as determined by the Developer and the Affordable Housing Provider).
- 13.2 Before the submission of each Reserved Matters Application which includes Affordable Housing Units to the Local Planning Authority, the Developer will submit for information purposes an estimate of the initial service charges for the Affordable Housing Units proposed in that submission to the Local Planning Authority.
14. **GENERAL PROVISIONS**
- 14.1 The provisions of this Agreement will not bind:
- 14.1.1 any mortgagee or chargee of the Affordable Housing Provider for any Affordable Housing Unit(s) nor any receiver or manager (including an administrative receiver) 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 administrator (howsoever appointed) including a housing administrator (each a "**Receiver**") PROVIDED THAT:
- (a) such mortgagee or chargee or Receiver shall first give written notice to the LPA of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the LPA for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions of this Agreement which provisions shall determine absolutely; or
- 14.1.2 any person who has acquired 100% of the equity in a Shared Ownership Unit through Staircasing; or
- 14.1.3 any person who exercises any right to buy or acquire an Affordable Housing Unit pursuant to a right under the Housing Act 1985 or the Housing Act 1996 or any other statutory power or similar contractual right; or
- 14.1.4 any person who has acquired at the direction or request of any mortgage receivers or managers referred to in paragraph 14.1.1; or
- 14.1.5 the successors in title to the persons described in paragraphs 14.1.1 to 14.1.4 above or any person who derives title under any of them whether directly or indirectly
- 14.2 The Developer will procure that the Transfer of any Intermediate Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Intermediate Unit the Affordable Housing Provider will impose obligations on the purchaser of such lease in similar terms to those stated in paragraph 14.3.
- 14.3 Subject to paragraph 14.6, where the owner of any Intermediate Unit wishes to sell his equity share in such unit:
- 14.3.1 the consideration for any such sale will be restricted to the Model Shared Ownership Lease Market Value of the equity share at the time of sale;

14.3.2 the owner must notify the Affordable Housing Provider of his wish to sell and the unit will be offered to Eligible Households by the Affordable Housing Provider;

14.3.3 after a period of 8 (eight) weeks from the date of notification to the Affordable Housing Provider, the Affordable Housing Provider may continue to identify prospective purchasers, but the owner of the unit in question shall be entitled to place the property with an estate agent and sell it privately on the open market if not already sold and shall not be bound to accept the nomination from the Affordable Housing Provider and the provisions of paragraph 15 shall cease to apply to such unit,

PROVIDED THAT if the owner has not sold the equity share in his Affordable Housing Unit after a period of 6 (six) months from the date of notification to the Affordable Housing Provider, there shall be deemed for the purpose of paragraph 15 to be no need for the Affordable Housing Unit and the Developer (or any person nominated by the Developer for that purpose) may purchase the owner's equity share and subsequently sell the Affordable Housing Unit on the open market as a Market Housing Unit.

14.4 The terms of the Transfer of any Shared Ownership Units and (subject to paragraph 14.5) any Shared Equity Units to an Affordable Housing Provider will require the Affordable Housing Provider to include a provision in each lease of a Shared Ownership Unit and each lease of a Shared Equity Unit giving the Affordable Housing Provider a right of pre-emption in respect of each such lease for the period from the grant of the lease until the expiry of 21 years following final Staircasing entitling the Affordable Housing Provider to buy the lease back at the Market Value upon sale by the tenant.

14.5 In the event that any right of pre-emption is exercised pursuant to paragraph 14.4, and subject to paragraphs 14.6 and 15, on any subsequent disposal the Affordable Housing Provider will not dispose of more than the equity share purchased from the tenant and will conduct such disposal in accordance with paragraph 14.3.

14.6 The terms of the Transfer of any Intermediate Units to an Affordable Housing Provider may require the Affordable Housing Provider to include a provision in the lease of each such unit giving the Developer (or any person nominated by the Developer for that purpose) a right with effect from 25 years after the first disposal of each such unit of pre-emption in respect of such lease entitling the Developer (or any person nominated by the Developer for that purpose) to purchase the lease at the Open Market Value upon sale by the tenant and sell it on the open market as a Market Housing Unit and the difference between the proceeds of sale received by the Developer (or any person nominated by the Developer for that purpose) upon such disposal on the open market (less any costs incurred in relation to the disposal) and the purchase price paid to the tenant (plus any costs incurred in relation to the purchase) will be allocated to the Developer (or any person nominated by the Developer for that purpose).

14.7 Save in respect of:

14.7.1 any antecedent breach; or

14.7.2 any equity interest retained by the Developer in respect of any Affordable Housing Units,

with effect from the date of Transfer of any Affordable Housing Units to an Affordable Housing Provider in accordance with this Schedule, the Developer will not be liable for the performance of the obligations in this Schedule in relation to those Affordable Housing Units unless and until the Developer re-acquires an interest in the relevant Affordable Housing Units.

14.8 Upon the Transfer of any Affordable Housing Units to an Affordable Housing Provider and subject to paragraph 14.7, 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.

**15. RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS**

15.1 Unless otherwise agreed by the LPA and subject to the terms of this Schedule and any Nominations Agreement:

15.1.1 no Social Rented Unit provided under the terms of this Schedule shall be Occupied other than as a Social Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Social Rented Unit; and

15.1.2 no Affordable Rented Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Unit;

15.1.3 no London Affordable Rented Unit provided under the terms of this Schedule shall be Occupied other than as a London Affordable Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the London Affordable Rented Unit; and

15.1.4 no Intermediate Unit provided under the terms of this Schedule shall be Occupied other than as an Intermediate Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting (prior to final Staircasing) save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Intermediate Unit;

in each case for so long only as the need exists for the tenure of Affordable Housing in question, such need to be determined by Local Planning Authority, and in the event that the LPA agrees with the Developer (or any person nominated by the Developer for that purpose) that the need no longer exists for the Affordable Housing Units in question then those Affordable Housing Units may be sold on the open market as Market Housing Units.

**16. SHELTERED HOUSING FACILITY**

16.1 [Not used]

17. **APPROVAL**

17.1 The LPA shall confirm whether or not it approves the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 within:

17.1.1 20 (twenty) Working Days of receipt of the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 from the Developer, or

17.1.2 where the LPA decides that it needs to report the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 to its planning committee, 40 (forty) Working Days of receipt of such list or such revisions

PROVIDED THAT where paragraph 17.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such list or such revisions from the Developer and FURTHER PROVIDED THAT in the event the LPA refuses to approve such list or such revisions the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

18. **VIABILITY REVIEW MECHANISM**

18.1 [Not used]

**SCHEDULE 4**  
**FAMILY HOUSING**

**RECITALS**

- (A) The Planning Application proposes that a range of housing typologies will be used in the Development to provide a range of units that will create mixed and balanced communities.
- (B) [Not used.]
- (C) [Not used.]

**DEFINITIONS**

"Family Housing" means Residential Units with three or more bedrooms;

"Relevant Family Housing Target Provision" [Not used.]

**OPERATIVE PROVISIONS**

**1. FAMILY HOUSING**

1.1 [Not used.]

1.2 [Not used]

1.3 [Not used.]

1.3A Subject to 1.3B in respect of the Residential Units to be constructed in PDZ 5:

- (a) not less than 63% of Residential Units shall have two or more bedrooms; and
- (b) not less than 30% of Residential Units shall be provided as Family Housing.

1.3B It is agreed that:

- (a) PDZ 5 may provide between 50% and 63% of the total number of Residential Units constructed in that PDZ with two or more bedrooms **PROVIDED THAT** the percentage of Residential Units constructed in PDZ4 under the PDZ4 Planning Permission with two or more bedrooms is increased proportionately to ensure that across PDZ4 and PDZ5 not less than 63% of the total number of Residential Units constructed shall have two or more bedrooms; and
- (b) to the extent between 29% and 30% of the total number of Residential Units constructed in PDZ4 under the PDZ4 Planning Permission are provided as Family Housing **THEN** the percentage of Residential Units constructed in PDZ5 as Family Housing shall be increased proportionately to ensure that across PDZ4 (under the PDZ4 Planning Permission) and PDZ5 not less than 30% of the total number of Residential Units construction shall be Family Housing.

1.4 [Not used.]



**SCHEDULE 5  
SHELTERED HOUSING**

**[NOT USED]**

**SCHEDULE 6**  
**HEALTHCARE FACILITIES**

**[NOT USED]**

## SCHEDULE 7

### COMMUNITY FACILITIES

#### RECITALS

- (A) The Planning Application includes the provision of social and community facilities, the need for which is accepted to arise from the scale of the Development, to be provided on a phased basis during the carrying out of the Development in accordance with this Schedule 7.
- (B) In furtherance of the commitment referred to in (A) above, it has been agreed between the LPA and the Developer that the Development should deliver the Minimum Community Facilities Provision on the terms set out in this Schedule 7.

#### DEFINITIONS

**"Approved"** means in the context of this Schedule, approved by the LPA pursuant to paragraph 5.3 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;

**"Community Facilities"** means flexible community facilities within Use Class D1 but excluding:

1. the Schools (as defined in Schedule 8 (Education));

**"Community Facilities RM Report"** means a report prepared by the Developer setting out how the proposed detailed design of the relevant Minimum Community Facilities Provision to be provided in PDZ5 pursuant to the relevant application for Reserved Matters approval is in accordance with the Approved Zonal Community Facilities Strategy together with:

1. notwithstanding the Approval of the Zonal Community Facilities Strategy, any information required to be included in any Zonal Community Facilities Strategy that was not provided or fully provided to the reasonable satisfaction of the LPA in the Approved Zonal Community Facilities Strategy; and
2. the following information to the extent that such information has not already been provided in the Approved Zonal Community Facilities Strategy:
  - 2.1 the strategy for seeking expressions of interest from the identified potential users of the Minimum Community Facilities Provision;
  - 2.2 the minimum and maximum parameters for the likely charging regimes (including discounting regimes) for using the Minimum Community Facilities Provision or confirmation that the likely charging regimes (including discounting regimes) are in accordance with the charging regimes (including discounting regimes) in place at

other Community Facilities in the MDC Area; and

- 2.4 how the Minimum Community Facilities Provision will be operated including how users will be able to book the Minimum Community Facilities Provision for their use;

<b>"Community Facilities Strategies"</b>	means each of the Zonal Community Facilities Strategies and <b>"Community Facilities Strategy"</b> means any one Zonal Community Facilities Strategy;
<b>"Community Facilities Working Group"</b>	means the community facilities working group established and operated in accordance with Conditions LCS0.239 and LCS0.240;
<b>"Community Participation Strategy"</b>	[Not used]
<b>"LCS Community Facilities Strategy"</b>	[Not used]
<b>"LCS Community Facilities Strategy Consultation"</b>	[Not used]
<b>"LCS Community Facilities Strategy Revision"</b>	[Not used]
<b>"LCS Community Facilities Strategy Revision Consultation"</b>	[Not used]
<b>"Minimum Community Facilities Provision"</b>	means 410 sq m of community floorspace (Use Class D1) to be provided in PDZ5 but excluding:  1. the Schools (as defined in Schedule 8 (Education));  <b>AND</b> which is provided in accordance with the Zonal Community Facilities Strategy;
<b>"PDZ5 SNT Space"</b>	[Not used]
<b>"PDZ6 SNT Space"</b>	[Not used]
<b>"PDZ8 SNT Space"</b>	[Not used]
<b>"SNT Cost Cap"</b>	[Not used]
<b>"SNT Lease"</b>	[Not used]
<b>"SNT Operator"</b>	[Not used]
<b>"SNT Spaces"</b>	[Not used]



**"Zonal Community Facilities Strategy"**

means a strategy for the management, operation, maintenance and use of the Minimum Community Facilities Provision within PDZ5 where all or any part of the Minimum Community Facilities Provision is to be provided and which shall identify and set out:

1. the quantum of the Minimum Community Facilities Provision to be provided in PDZ5 the subject of the strategy and how it contributes to the overall Minimum Community Facility Provision;
2. the location of the Minimum Community Facilities Provision in PDZ5;
3. the categories of potential users of the Minimum Community Facilities Provision;
4. the hours of use for the Community Facilities reflecting the categories of potential users of the Minimum Community Facilities Provision;
5. the strategy for promoting the use of the Minimum Community Facilities Provision;
6. which of the management and maintenance options set out in the Approved LCS Community Facilities Strategy it is proposed to use for the Minimum Community Facilities Provision; and
7. which of the funding options set out in the Approved LCS Community Facilities Strategy it is proposed to use for the Minimum Community Facilities Provision;

**"Zonal Community Facilities Strategy Consultation"**

means a consultation with the Community Facilities Working Group on the Zonal Community Facilities Strategy for PDZ5.

**OPERATIVE PROVISIONS**

1. [NOT USED]

2. [NOT USED]

3. [NOT USED]

4. **COMMUNITY FACILITIES**

4.1 [Not Used]

4.2 [Not used]

4.3 **Zonal Community Facilities Strategies**

- 4.3.1 No later than six months prior to the submission of the PDZ5 ZMP, the Developer shall commence the Zonal Community Facilities Consultation. The Developer shall carry out the Zonal Community Facilities Strategy Consultation and the preparation of the Zonal Community Facilities Strategy in accordance with paragraph 4.3.2.

4.3.2 The Zonal Community Facilities Strategy Consultation will be carried out as follows unless otherwise agreed with the LPA:

- (a) the Zonal Community Facilities Strategy Consultation shall be commenced when the Developer issues written invitations to the members of the Community Facilities Working Group to take part in the Zonal Community Facilities Strategy Consultation. The invitation will set out the scope of the Zonal Community Facilities Strategy Consultation, will include the draft Zonal Community Facilities Strategy and will confirm the timescale set out below;
- (b) not more than 20 (twenty) Working Days following the issue of invitations pursuant to paragraph (a) the Developer shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft Zonal Community Facilities Strategy;
- (c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft Zonal Community Facilities Strategy Consultation to the Developer;
- (d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), the Developer shall:
  - (i) prepare the final Zonal Community Facilities Strategy taking into account such comments and the final Zonal Community Facilities Strategy shall set out how the Developer has taken into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and
  - (ii) issue the final Zonal Community Facilities Strategy to the LPA for Approval.

4.3.3 The Developer shall not submit the ZMP unless and until the Zonal Community Facilities Strategy for the PDZ has been Approved.

4.3.4 At the same time as an application for Reserved Matters approval for any Minimum Community Facilities Provision being provided in PDZ5 is made to the LPA, the Developer shall also submit to the LPA for Approval the Community Facilities RM Report.

4.3.5 The Developer shall provide, promote and manage the Minimum Community Facilities Provision to be provided in PDZ5 in accordance with the Approved Zonal Community Facilities Strategy and the Approved Community Facilities RM Report (it being acknowledged that such Minimum Community Facilities Provision has been so provided in PDZ5 as at the date of grant of the Planning Permission).

#### 4.4 **Minimum Community Facilities Provision**

4.4.1 [Not used]

4.4.2 [Not used]

4.4.3 [Not used.]

- 4.4.4 [Not used.]
- 4.4.5 With effect from the date which is two years after: (i) first Occupation of the Development; or (ii) the opening of the Community Facilities (whichever is later), in the event that some or all of the Minimum Community Facility Provision is operating at an average of less than 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period (the "**Underutilised Community Facilities**"), the Developer shall submit a Utilisation of Community Facilities Report to the LPA for Approval.
- 4.4.6 Following the Approval of the Utilisation of Community Facilities Report, the Developer shall carry out the measures identified in the Approved Utilisation of Community Facilities Report to increase the utilisation of the Underutilised Community Facilities and the Developer shall continue to carry out such measures for the duration of the implementation and testing period identified in the Approved Utilisation of Community Facilities Report.
- 4.4.7 In the event following the end of the implementation and testing periods set out in the Approved Utilisation of Community Facilities Report, some or all of the Underutilised Community Facilities are not operating at an average of at least 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period and floorspace equivalent to the size of the Underutilised Community Facilities is provided in the Schools pursuant to the School Facilities Dual Use Agreement, the Developer may apply for planning permission to vary the use of the Underutilised Community Facilities **PROVIDED THAT** the Developer will use Reasonable Endeavours to assist any users of such Underutilised Community Facilities to utilise alternative Community Facilities in the Site or the Park.

## 5. GENERAL

### 5.1 [Not Used]

### 5.2 Community Facilities

- 5.2.1 Any lease to be offered for any part of the Minimum Community Facilities Provision shall be at a peppercorn and for a term of years not less than 25 (twenty-five) or for such other term as may be agreed between the LPA, the Developer and the lessee of the Minimum Community Facilities Provision.
- 5.2.2 Subject to paragraphs 4.4.5, 4.4.6 and 4.4.7, following the grant of a lease for any part of the Minimum Community Facilities Provision and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, such part of the Minimum Community Facilities Provision shall not unless otherwise agreed in writing with the LPA be used other than as accommodation for the provision of Community Facilities.

### 5.3 Approval

The LPA shall confirm whether or not it approves the Community Facilities Strategy within:

- 5.3.1 20 (twenty) Working Days of receipt of such Report from the Developer or LLDC (as applicable); or
- 5.3.2 where the LPA decides that it needs to report any Community Facilities Strategy to its planning committee, 40 (forty) Working Days of receipt of such Community Facilities Strategy

**PROVIDED THAT** where paragraph 5.3.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Community Facilities Strategy from the Developer or LLDC (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Community Facilities Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## SCHEDULE 8

### EDUCATION

#### RECITALS

- (A) [Not used.]
- (B) [Not used.]
- (C) [Not used.]
- (D) [Not used.]
- (E) [Not used.]

#### DEFINITIONS

<b>"5.1FE Threshold"</b>	[Not used]
<b>"5.1FE 75% Threshold"</b>	[Not used]
<b>"A1 Education and Infrastructure Consultations"</b>	[Not used]
<b>"A1 Education and Infrastructure Report"</b>	[Not used]
<b>"A1 Education Review"</b>	[Not used]
<b>"A1 Social Infrastructure Contribution"</b>	[Not used]
<b>"A2 Education and Infrastructure Consultations"</b>	[Not used]
<b>"A2 Education and Infrastructure Report"</b>	[Not used]
<b>"A2 Education Contribution"</b>	[Not used]
<b>"A2 Education Review"</b>	[Not used]
<b>"A2 Social Infrastructure Contribution"</b>	[Not used]
<b>"A3 Social Infrastructure Consultation"</b>	[Not used]
<b>"A3 Social Infrastructure Report"</b>	[Not used]
<b>"Additional Capacity"</b>	[Not used]

<b>"Additional Capacity Strategy"</b>	[Not used]
<b>"Additional Education Provision"</b>	[Not used]
<b>"Additional Post Education Provision"</b>	[Not used]
<b>"Additional Primary Education Need"</b>	[Not used]
<b>"Additional Social Infrastructure Provision"</b>	[Not used]
<b>"Approved"</b>	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 9 or Clause 12 or by the Expert pursuant to Clause 13 and <b>"Approval"</b> and cognate expressions shall be construed accordingly;
<b>"B1 Social Infrastructure Consultation"</b>	[Not used]
<b>"B1 Social Infrastructure Contribution"</b>	[Not used]
<b>"B1 Social Infrastructure Report"</b>	[Not used]
<b>"B2 Education and Infrastructure Consultations"</b>	[Not used]
<b>"B2 Education and Infrastructure Report"</b>	[Not used]
<b>"B2 Education Contribution"</b>	[Not used]
<b>"B2 Education Review"</b>	[Not used]
<b>"B2 Social Infrastructure Contribution"</b>	[Not used]
<b>"B3 Social Infrastructure Consultation"</b>	[Not used]
<b>"B3 Social Infrastructure Report"</b>	[Not used]
<b>"Community Track"</b>	[not used]
<b>"Community Track Planning Permission"</b>	[not used]
<b>"Consultations"</b>	[Not used]
<b>"DfE"</b>	means the Department for Education;

<b>"DfE Guidance"</b>	means "Building Bulletins" for the construction of schools and playing fields produced by DfE or such other successor guidance applicable at the time any application under this Schedule 8 is submitted to the LPA for approval;
<b>"Early Release Contribution"</b>	[Not used]
<b>"Education Provider"</b>	means an education provider which is authorised by DfE to provide non-fee paying, all-ability education to children of school age;
<b>"Education Working Group"</b>	[Not used]
<b>"Final Post Education Contribution Report"</b>	[Not used]
<b>"Final Post Education Provision"</b>	[Not used]
<b>"First Primary School"</b>	means a new three form entry primary school capable of providing a minimum of 630 places for pupils (based on DfE Guidance) to be located on DP5.10 and to be provided in accordance with the FPS Specification;
<b>"FPS First Phase"</b>	means at least 6,500m <sup>2</sup> of the total site area for the FPS Playing Fields;
<b>"FPS MUGA"</b>	means a MUGA of not less than 1,000m <sup>2</sup> to be provided within the FPS Playing Fields and containing Local Play Space;
<b>"FPS Playing Fields"</b>	means the playing fields to be located on DP5.10 and the Canal Park and to be provided in accordance with the FPS Playing Fields Specification which is anticipated to be delivered in two phases (FPS Phase 1 and FPS Phase 2);
<b>"FPS Playing Fields Management Plan"</b>	means a scheme for the management and maintenance (and repair and renewal) of the FPS Playing Fields and all facilities therein (including the FPS MUGA, lighting, security equipment and drainage) and which shall set out the hours outside School Hours for use by the general public, such scheme to reflect any phased delivery of FPS Playing Fields;
<b>"FPS Playing Fields Specification"</b>	means the detailed specification for the FPS Playing Fields which shall include as a minimum: <ol style="list-style-type: none"> <li>1. a total site area of at least 10,000m<sup>2</sup>;</li> <li>2. the FPS MUGA;</li> <li>3. a 3G artificial pitch or such other pitch specification as may be agreed with the LPA, the local education authority responsible for Gainsborough School and the Education Provider for the First Primary School;</li> <li>4. security lighting and sports lighting;</li> </ol>

	5.	perimeter fencing and gates in compliance with the applicable British standards for school playing fields; and
	6.	compliance with the requirements of the relevant DfE Guidance;
<b>"FPS Second Phase"</b>		means at least 3,500m <sup>2</sup> of the total site area for the FPS Playing Fields to be provided within DP5.10 and in the Canal Park;
<b>"FPS Specification"</b>		means the detailed specification for the First Primary School to be submitted to and approved by the LPA in accordance with paragraph 1, which specification shall include as a minimum:
	1.	a GEA of at least 3,148m <sup>2</sup> ;
	2.	principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling) to and from the First Primary School including crossing points, external lighting and surfacing materials of such routes; and
	3.	compliance with the requirements of the relevant DfE Guidance;
<b>"Gainsborough School"</b>		means Gainsborough Primary School of Berkshire Road London E9 5ND;
<b>"Health Working Group"</b>		[Not used]
<b>"Identified Post Education Proportion"</b>		[not used]
<b>"Identified Post Education Provision"</b>		[not used]
<b>"Local Play Space"</b>		[not used]
<b>"MUGA"</b>		means a multi-use games area to be fully lit and appropriate for the age range of children at the School associated with the applicable Playing Field and provided in accordance with the requirements of the relevant DfE Guidance;
<b>"Nursery Facilities"</b>		means the PDZ5 Nursery Facilities and the term <b>"Nursery Facility"</b> shall mean the PDZ5 Nursery Facilities;
<b>"PDZ1 Nursery Facility"</b>		[not used]
<b>"PDZ2 Nursery Facility"</b>		[not used]
<b>"PDZ4 Nursery Facility"</b>		[not used]
<b>"PDZ5 Nursery Facilities"</b>		means day care nursery facilities for children aged 0-3 years comprising a total GEA of at least 360m <sup>2</sup> (which could be provided as two separate facilities or as one facility) to be located on PDZ5 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ5 Nursery Facilities are being constructed) and offered for lease by the Developer to a private



or voluntary sector provider of daycare for children in accordance with paragraph 6.8;

<b>"PDZ6 Nursery Facilities"</b>	[not used]
<b>"PDZ8 Nursery Facilities"</b>	[not used]
<b>"Playing Fields"</b>	means the FPS Playing Fields;
<b>"Playing Fields Dual Use Agreement"</b>	means an agreement or agreements securing the use of the Playing Fields on the following terms: <ol style="list-style-type: none"><li>1. the use of the Playing Fields during School Hours for exclusive use by:<ol style="list-style-type: none"><li>(a) in respect of the FPS Playing Fields, the Education Provider(s) for the First Primary School and the Gainsborough School;</li></ol></li></ol> and <ol style="list-style-type: none"><li>2. the use of the FPS MUGA outside School Hours by the general public and at no charge (such hours of use to be agreed with the LPA through the approval of the FPS Playing Fields Management Plan;</li></ol>
<b>"Population Review"</b>	[not used]
<b>"Post Education"</b>	[not used]
<b>"Post Education Contribution"</b>	[not used]
<b>"Post Education Contribution Consultation"</b>	[not used]
<b>"Post Education Contribution Report"</b>	[not used]
<b>"Post Education Provision"</b>	[not used]
<b>"Primary Education Threshold"</b>	[not used]
<b>"Remaining Social Infrastructure Contribution"</b>	[not used]
<b>"Report"</b>	[not used]
<b>"Ringfenced Education Amount"</b>	[not used]
<b>"School"</b>	means the First Primary School;;
<b>"Schools Cost Cap"</b>	means the total cost of constructing and fitting out the School and the FPS Playing Fields calculated by applying a rate of

£2,440 per m<sup>2</sup> Indexed (which includes fees and contingencies but excludes the cost of the land for the School which is provided at nil consideration) to the GIA of the School;

**"School Facilities Dual Use Agreement"**

means an agreement or agreements securing the use of some or all of the School's facilities including any Community Facilities co-located in the School (excluding the Playing Fields) on the following terms:

1. the use of such facilities during School Hours for exclusive use by:
  - (a) in respect of the First Primary School, the Education Provider for the First Primary School;

and

2. the use of such facilities outside School Hours for use by members of the public with priority being afforded to residents of the Development and then to residents of the Host Boroughs outside the Development, such terms to detail the arrangements for such use including any booking and charging regime;

**"School Hours"**

means the school operational hours for the School and the Gainsborough School as applicable in the context;

**"Schools Lease"**

means a legally binding lease for the School;

**"Second Primary School"**

[not used]

**"Secondary School"**

[not used]

**"Secondary School Planning Permission"**

[not used]

**"Social Infrastructure Contribution"**

[not used]

**"SPS MUGA"**

[not used]

**"SPS Playing Fields"**

[not used]

**"SPS Playing Fields Management Plan"**

[not used]

**"SPS Playing Fields Specification"**

[not used]

**"SPS Specification"**

[not used]

**"SS Location Report"**

[not used]

**"SS Playing Fields"**

[not used]

**"SS Specification"**

[not used]

"Updated Post Education Contribution Report" [not used]

"Unspent Social Infrastructure Contribution A" [not used]

"Unspent Social Infrastructure Contribution B" [not used]

"Working Group" [not used]

"Youth Play Spaces" [not used]

## OPERATIVE PROVISIONS

### 1. FIRST PRIMARY SCHOOL PROVISION

1.1 The Developer shall:

1.1.1 by no later than the Occupation of 100 (one hundred) Residential Units which are permitted to be constructed across the Development, secure an Education Provider for the First Primary School, and the LPA hereby acknowledge that an Education Provider for the First Primary School has already been secured; and

1.1.2 [Not used]

1.2 The Developer shall submit to the LPA for approval the FPS Specification at the same time as the first Reserved Matters application is submitted for the First Primary School, unless an Education Provider for the First Primary School has already been secured.

1.3 [Not used.]

1.4 Prior to the submission of the first Reserved Matters application for the First Primary School, the Developer shall agree with the Education Provider for the First Primary School the scope of works that the Developer will carry out and complete in order to construct the First Primary School and the FPS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the First Primary School and the FPS Playing Fields) **PROVIDED THAT** in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the First Primary School and the FPS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work such that the Schools Cost Cap for the First Primary School and the FPS Playing Fields is not exceeded.

1.5 All Reserved Matters applications for the First Primary School shall be accompanied by evidence of the approval of the Education Provider for the First Primary School to such Reserved Matters applications.

1.6 [Not used].

1.7 The Developer shall not Occupy more than 400 (four hundred) Residential Units which are permitted to be constructed across the Development unless and until:

1.7.1 the First Primary School has been completed in accordance with the scope of works agreed pursuant to paragraph 1.4;

1.7.2 the School Lease has been offered to the Education Provider for the First Primary School and either:

- (a) such Schools Lease has been granted to the Education Provider; or
- (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and

1.7.3 the First Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider

(it being acknowledged that the First Primary School has already been provided in accordance with this Schedule 8).

1.8 Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the First Primary School and the provisions of paragraph 1.7 shall re-apply.

1.9 Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the First Primary School and may also offer such Schools Lease to any other potential Education Provider for the First Primary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Schools Lease is granted the Developer shall make the First Primary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.

1.10 Where the Schools Lease for the First Primary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the First Primary School.

1.11 The Developer shall:

1.11.1 notify the LPA in writing at least 6 (six) months prior to the date that the First Primary School is anticipated to be opened for use that the First Primary School is anticipated to be opened for use on the date specified in that notice; and

1.11.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the First Primary School.

## 2. **SECOND PRIMARY SCHOOL PROVISION**

**[NOT USED]**

3. **SOCIAL INFRASTRUCTURE CONTRIBUTION**

[NOT USED]

4. **SECONDARY SCHOOL PROVISION**

[NOT USED]

5. **PLAYING FIELDS**

5.1 **First Primary School Playing Fields (FPS Playing Fields)**

5.1.1 [Not used].

5.1.2 [Not used].

5.1.3 The Developer shall submit the FPS Playing Fields Management Plan to the LPA for approval not more than 6 (six) months prior to the FPS Playing Fields being open for use.

5.1.4 The Developer shall not Occupy more than 100 (one hundred) Residential Units which are permitted to be constructed across the Development unless and until the FPS Playing Fields have been completed in accordance with the relevant Reserved Matters approval and made available for use by Gainsborough School and, following construction of the First Primary School, the First Primary School and the FPS Playing Fields Management Plan has been approved by the LPA (it being acknowledged that the FPS Playing Fields have already been provided).

5.1.5 Following completion of the FPS Playing Fields, the Developer shall permit the general public to use the FPS MUGA outside School Hours in accordance with the approved FPS Playing Fields Management Plan and shall operate, manage and maintain the FPS MUGA in accordance with the approved FPS Playing Fields Management Plan.

5.1.6 Following completion of the FPS Playing Fields, unless the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or to the local education authority responsible for Gainsborough School (in which case paragraph 5.1.7 shall apply), the Developer shall operate, manage and maintain the FPS Playing Fields for the life of the Development in accordance with the approved FPS Playing Fields Management Plan.

5.1.7 In the event that the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or local education authority responsible for Gainsborough School, the lease of the FPS Playing Fields shall include a requirement that the FPS Playing Fields are operated, managed and maintained in accordance with the FPS Playing Fields Management Plan.

5.1.8 In the event that the lease of FPS Playing Fields shall require that the lessee operates, manages and maintains the FPS Playing Fields, the lessee in occupation of the FPS Playing Field shall operate, manage and maintain the FPS Playing Fields in accordance with the FPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against such lessee of the FPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee.

5.2 **Second Primary School Playing Fields (SPS Playing Fields)**

[Not used]

5.3 **Secondary School Playing Fields (SS Playing Fields)**

[Not used]

6. **EARLY YEAR PROVISION**

6.1 **[Not Used]**

6.2 **[Not Used]**

6.3 **PDZ4 Nursery Facilities**

6.3.1 [Not Used]

6.4 **PDZ5 Nursery Facilities**

6.4.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ5 unless and until the PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.4.2 In the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:

(a) Occupy more than 319 (three hundred and nineteen) Residential Units which are permitted to be constructed in PDZ5 unless and until the first PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;

(b) Occupy more than 603 (six hundred and three) Residential Units which are permitted to be constructed in PDZ5 unless and until the second PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.5 **PDZ6 Nursery Facilities**

6.5.1 [Not used]

6.6 **PDZ8 Nursery Facilities**

[Not used]

6.7 **[Not Used]**

6.8 **General**

6.8.1 The Developer shall use Reasonable Endeavours to secure an operator or operators for the Nursery Facilities and such obligation shall extend to marketing the Nursery Facilities for a period of at least 6 months commencing

at least 6 months prior to the anticipated date of completion for the Nursery Facilities on lease terms set out in paragraph 6.8.2 (the "**Nursery Marketing Period**") **PROVIDED THAT** in the event despite using such Reasonable Endeavours no agreement for lease is entered into for a Nursery Facility within the Nursery Marketing Period the LPA and the Developer shall agree to a further marketing period and if at the end of that further marketing period no agreement for lease is entered into in respect of such Nursery Facility the Developer shall not be required to provide such Nursery Facility.

- 6.8.2 The lease to be offered for the Nursery Facilities pursuant to the marketing exercise required by paragraph 6.8.1 shall be at Market Rent.
- 6.8.3 Following the grant of a lease of the Nursery Facilities and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the Nursery Facilities subject to such lease(s) shall not be used other than for the provision of childcare services unless otherwise agreed in writing with the LPA.
- 6.8.4 All Reserved Matters applications for the Nursery Facilities shall contain details as to the proposed opening hours for the Nursery Facility the subject of the Reserved Matters application.

## 7. **POST EDUCATION CONTRIBUTION**

[NOT USED]

## 8. **GENERAL**

- 8.1 Following the grant of the Schools Lease and if and so long as such Schools Lease (or any renewed or replacement Schools Lease) to the Education Provider(s) subsists, the School shall unless otherwise agreed in writing with the LPA not be used other than for education purposes to meet the education needs of the Development.
- 8.2 The Developer shall use Reasonable Endeavours to ensure that the Schools shall not be made available for Occupation unless and until a School Facilities Dual Use Agreement has been entered into with the applicable Education Provider.
- 8.3 The FPS Playing Fields shall not be made available for use pursuant to paragraphs 5.1.4, **Error! Reference source not found.** and 5.3 respectively unless and until a Playing Fields Dual Use Agreement has been entered into between the Developer and the Education Provider and/or any other third party whose party whose participation in the Playing Fields Dual Use Agreement is necessary.
- 8.4 [Not used.]
- 8.5 [Not used.]

## 9. **APPROVAL**

[Not used.]

## SCHEDULE 9

### EMPLOYMENT AND TRAINING

#### RECITALS

- (A) [Not used.]
- (B) [Not used.]
- (C) It is the Developer's and the LPA's objective to ensure that local residents within the Host Boroughs have an opportunity to access jobs at all levels in the Development.
- (D) The Developer shall seek to achieve the objectives stated above by working proactively with the Host Boroughs and the GLA so as to maximise the employment and training benefits from the Development.

#### DEFINITIONS

<b>"Additional Employment Measures"</b>	[not used]
<b>"Affordable Workspace"</b>	[not used]
<b>"Agreed Targets"</b>	[not used]
<b>"Approval Document"</b>	means revised targets pursuant to paragraph 1.2 submitted to the LPA for Approval;
<b>"Approved"</b>	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 10 or Clause 12 or by the Expert pursuant to Clause 13 and <b>"Approval"</b> and cognate expressions shall be construed accordingly;
<b>"B1 Units"</b>	[not used]
<b>"Construction Contract"</b>	means both Tier 1 Contracts and Tier 2 Contracts;
<b>"IBC/MPC Legacy Development"</b>	[not used]
<b>"LCS Careers Programme"</b>	[not used]
<b>"LCS Minimum Managed Workspace"</b>	[not used]
<b>"LCS Operational Period"</b>	[not used]
<b>"LCSCPG"</b>	[not used]
<b>"LCSCPG Account"</b>	[not used]
<b>"LCSCPG Contribution"</b>	[not used]
<b>"LCSCPG Operating Procedures"</b>	[not used]
<b>"Local Resident"</b>	means a person whose primary residence is in the Host Boroughs;
<b>"London Interbank Market"</b>	[not used]



<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;
<b>"Managed Workspace"</b>	[not used]
<b>"Managed Workspace Marketing Report"</b>	[not used]
<b>"Managed Workspace Marketing Period"</b>	[not used]
<b>"Minimum Managed Workspace"</b>	[not used]
<b>"Non-Residential Lease"</b>	[not used]
<b>"Non-Residential Lessee"</b>	[not used]
<b>"Non-Residential Units"</b>	[not used]
<b>"NVQ"</b>	means national vocational qualification;
<b>"Off Site PT Facilities"</b>	[not used]
<b>"PDZ Viability Assessment"</b>	[not used]
<b>"Practical Training Land"</b>	[not used]
<b>"PTL Study"</b>	[not used]
<b>"Secured"</b>	[not used]
<b>"Tier 1 Contracts"</b>	means those direct construction contracts between the Developer and a third party construction contractor who directly covenants with the Developer for the construction of the Development;
<b>"Tier 2 Contracts"</b>	means those construction contracts entered into between the Tier 1 Contract contractors and its immediate supply chain contractors for the purposes of constructing the Development;

**OPERATIVE PROVISIONS**

**1. CONSTRUCTION JOBS TARGET**

1.1 Subject to paragraph 1.2, the Developer shall use Reasonable Endeavours to meet the following targets in respect of construction jobs at the Development:

Construction jobs (in addition to apprenticeships and improvers)	
	A total of 28% of the construction workforce to be a Local Resident

Construction apprenticeships and improvers	<p>A total of:</p> <ol style="list-style-type: none"> <li>1. 3% of the construction workforce in each respective Phase to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents; and</li> <li>2. 5% of the construction workforce in each respective Phase to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents</li> </ol>
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and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to seeking to obtain an obligation in any Construction Contract requiring the contractor of the Tier 1 Contract and the contractor of the Tier 2 Contract to use Reasonable Endeavours to meet the job targets specified in this paragraph and to pay the London Living Wage.

- 1.2 Where any variation to the Development Parcel Phasing Plan is approved by the LPA pursuant to Condition LCS0.50, the Developer may also submit to the LPA for Approval any variations to the targets set out in paragraphs 1.1 and/or 2.1 arising as a result of such approved variation to the Development Parcel Phasing Plan.

**2. END-USE JOBS TARGET**

- 2.1 Subject to paragraph 1.2 the Developer shall use Reasonable Endeavours to meet the following targets in respect of end-use jobs at the Development:

Retail commercial and leisure end-use jobs	A total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident
Retail commercial and leisure end-use training	<ol style="list-style-type: none"> <li>1. 5% of the employees in retail, commercial and leisure end-use jobs to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents; and</li> <li>2. 5% of the employees in retail, commercial and leisure end-use jobs to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents</li> </ol>

and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to promoting to the Non-Residential Lessee the payment of the London Living Wage by the Non-Residential Lessee and to seeking to obtain an obligation in any Non-Residential Lease requiring the Non-Residential Lessee to use Reasonable Endeavours to meet the end-use job targets specified in this paragraph.

**3. PRACTICAL TRAINING LAND**

**[NOT USED]**

4. **THE LCSCPG AND LCSCPG CONTRIBUTION**

[NOT USED]

5. **THE LCSCPG ACCOUNT**

[NOT USED]

6. **LCS CAREERS PROGRAMME**

[NOT USED]

7. **MONITORING AND REVIEW**

[NOT USED]

8. **MANAGED WORKSPACE**

[NOT USED]

9. **AFFORDABLE WORKSPACE**

[NOT USED]

10. **APPROVAL**

10.1 The LPA shall confirm whether or not it Approves any Approval Document submitted to it under this Schedule within:

10.1.1 20 (twenty) Working Days of receipt of any Approval Document; or

10.1.2 where the LPA decides that it needs to report any Approval Document to its planning committee, 40 (forty) Working Days of receipt of such Approval Document

**PROVIDED THAT** where paragraph 10.1.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 10 (ten) Working Days of receipt of any Approval Document submitted to it under this Schedule and **FURTHER PROVIDED THAT** in the event the LPA refuses to Approve any Approval Document the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

**SCHEDULE 10**

**GREEN INFRASTRUCTURE – BAP AND PUBLICLY ACCESSIBLE OPEN SPACE**

[NOT USED]

## SUSTAINABILITY

### RECITALS

- (A) The Planning Application seeks consent for a mixed use development and it is a key objective that the Development builds on the sustainability legacy from the Olympic Development.
- (B) It has been agreed that each element of the Development is designed and consented with regard to future sustainability policy requirements.
- (C) In addition it is agreed that the investment in the low carbon energy infrastructure for the Olympic Development is utilised across the Development.
- (D) This schedule sets out the obligations in relation to the achievement of "zero carbon" targets for residential and non- residential buildings through the use of "Allowable Solutions" and the development of such policies during the Development and a review mechanism for delivering sustainability enhancements as required by changes in policy during the Development.

### DEFINITIONS

<b>"Amenity Value"</b>	[not used]
<b>"Approved"</b>	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 6 or Clause 12 or by the Expert pursuant to Clause 13 and <b>"Approval"</b> and cognate expressions shall be construed accordingly
<b>"Baseline Conditions"</b>	means the sustainability requirements imposed in the Conditions to the Permission
<b>"Carbon Reduction Targets"</b>	means the CO <sub>2</sub> emission reduction targets set out in paragraph 2.1 of this Schedule
<b>"District Heating Network"</b>	[not used]
<b>"Existing Non-Potable Water Network"</b>	[not used]
<b>"Feasibility Conclusions"</b>	[not used]
<b>"Locally Adopted Offset Solutions"</b>	means any offsetting arrangement formally adopted by the relevant planning authority under London Plan Policy 5.2 or any replacement from time to time
<b>"National Allowable Solutions"</b>	means any offsetting arrangement contained in policy that may be brought forward by the Government on Zero Carbon to enable Zero Carbon objectives to be met via an Off-Site Hierarchy
<b>"Offset Solutions"</b>	means, prior to Locally Adopted Offset Solutions or National Allowable Solutions being adopted, a scheme or schemes for carbon reduction prepared in accordance with the Off-Site Hierarchy and agreed with the LPA in consultation with the Host Boroughs and having regard to relevant GLA policy or, if no such policy, having regard to the contents of the Zero Carbon Hub report entitled "Allowable Solutions for

<b>"Off-Site Hierarchy"</b>		means a hierarchy where On Plot carbon reduction measures are preferred, followed by On Site carbon reduction measures (where near On Plot measures are preferable to measures which are further from the On Plot) and then Off Site carbon reduction measures (where near Site measures are preferable to measures which are further from the Site)
<b>"Old Ford Facility"</b>		[not used]
<b>"Old Ford Study"</b>		[not used]
<b>"On Plot"</b>		means within the site of the relevant Reserved Matters application
<b>"Regulated Emissions"</b>		means CO <sub>2</sub> emissions resulting from energy uses regulated by the Building Regulations 2010 as amended from time to time
<b>"Residual CO<sub>2</sub> Emissions"</b>		means the difference between: <ul style="list-style-type: none"> <li>(a) the applicable Carbon Reduction Targets; and</li> <li>(b) the actual reduction of Regulated Emissions achieved through On Plot measures</li> </ul>
<b>"Sustainability Contribution"</b>		[not used]
<b>"Sustainability Consultant"</b>	<b>Cost</b>	means the cost consultant to be jointly appointed by LLDC and the LPA in accordance with paragraph 5.8
<b>"Sustainability Enhancements"</b>		means measures and works required to enhance the sustainability performance of the Development above the requirements of the Baseline Conditions in order to comply with Sustainability Planning Policies current at the date of submission of the ZMP for the PDZ
<b>"Sustainability Enhancements Cap"</b>		means a total spend of £198,900 (one hundred and ninety eight thousand nine hundred pounds) (Indexed) across the PDZ
<b>"Sustainability Policies"</b>	<b>Planning</b>	means national, London-wide, local and neighbourhood planning policies relating to sustainability, including without limitation policies relating to energy demand and supply, carbon emissions, waste and materials, water supply and demand and climate resilience
<b>"Thames Water Study"</b>		[not used]
<b>"Water Neutrality"</b>		[not used]
<b>"Zero Carbon"</b>		means zero Regulated Emissions

## OPERATIVE PROVISIONS

1. [NOT USED]

### 2. CO2 EMISSION REDUCTIONS

2.1 The Developer shall use Reasonable Endeavours to achieve as a minimum the following CO<sub>2</sub> emission reduction targets through On Plot measures to reduce Regulated Emissions by exploring a variety of alternatives to deliver such reductions:

2.1.1 25% improvement on 2010 Building Regulations in the period to 2013

2.1.2 40% improvement on 2010 Building Regulations from 2013

2.1.3 Zero Carbon for all dwellings from 2016

2.1.4 Zero Carbon for non-residential buildings from 2019

2.2 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Offset Solutions to meet the applicable Carbon Reduction Targets as at the date of the relevant Reserved Matters application, no Development shall be Commenced pursuant to the relevant Reserved Matters approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is £46 (forty six pounds) (Indexed)

"B" is the tonnage of Residual CO<sub>2</sub> Emissions to be off set by Offset Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133 or such other projects and/or solutions as may be identified in the approved energy statement.

2.3 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Locally Adopted Offset Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is the carbon price per tonne as set by the Locally Adopted Offset Solutions policy

"B" is the tonnage of Residual CO<sub>2</sub> Emissions to be off set by Locally Adopted Offset Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to the list of projects and/or solutions identified in its Locally Adopted Offset Solutions policy or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.4 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of National Allowable Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is the carbon price per tonne as set by the National Allowable Solutions policy

"B" is the tonnage of Residual CO<sub>2</sub> Emissions to be off set by National Allowable Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133, in any Locally Adopted Offset Solutions policy and/or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.5 Energy statements submitted pursuant to Condition LCS0.131 shall only identify the use of National Allowable Solutions where the National Allowable Solutions policy is introduced after the Locally Adopted Offset Solutions policy and then only to the extent it expressly replaces any Locally Adopted Offset Solutions policy.
- 2.6 The Developer's total liability pursuant to paragraphs 2.2 to 2.4 shall not exceed £1,173,680 (one million, one hundred and seventy three thousand six hundred and eighty pounds) Indexed.
- 2.7 The Developer shall assist the LPA in carrying out any studies to identify potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions and the Developer shall submit representations on any consultation on the identification of potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions.

### 3. **NON-POTABLE WATER SUPPLY**

[NOT USED]

### 4. **CONSTRUCTION MOVEMENTS BY RAIL/WATER**

- 4.1 The Developer shall use Reasonable Endeavours to achieve the following targets:



- 4.1.1 to transport to the Site by rail and/or water not less than 25% of construction materials, by weight, used in the construction of the Development; and
- 4.1.2 to transport from the Site by rail and/or water not less than 50% of construction waste, by weight, arising from the construction of the Development.

## 5. SUSTAINABILITY REVIEW MECHANISM

- 5.1 Without prejudice to the Baseline Conditions and subject to paragraphs 5.2 to **Error! Reference source not found.** inclusive, the Development in PDZ5 shall be substantially in accordance with Sustainability Planning Policies current at the date of submission of the ZMP for PDZ5 .
- 5.2 Where, as at the date of submission of the ZMP, there has been a change in Sustainability Planning Policies since 28th September 2012), the ZMP shall be accompanied by a report, such report to be prepared by LLDC not more than two months in advance of the submission of the ZMP (the "**Sustainability Enhancements Report**") detailing the estimated total cost of providing Sustainability Enhancements, together with a breakdown of those estimated costs for each element of the Sustainability Enhancements, required in order for the proposed development for that ZMP to comply with paragraph 5.1 across PDZ5.
- 5.3 LLDC shall include with the Sustainability Enhancements Report details of the costs incurred in providing the Sustainability Enhancements, with the maximum liability not to exceed the Sustainability Enhancements Cap.
- 5.4 Only those costs certified by the Sustainability Cost Consultant shall be counted towards the Sustainability Enhancements Cap.
- 5.5 Where the estimated total cost of providing the Sustainability Enhancements set out in the Sustainability Enhancements Report would, if implemented result in the Sustainability Enhancements Cap being exceeded then:
  - 5.5.1 LLDC and the LPA shall use Reasonable Endeavours to agree which Sustainability Enhancements, if any, shall be provided.
  - 5.5.2 [not used.]
- 5.6 Where LLDC and the LPA having used Reasonable Endeavours cannot agree pursuant to paragraph 5.5.1 which Sustainability Enhancements shall be included then either party may refer the matter for determination by the Expert pursuant to Clause 13.
- 5.7 [not used.]
- 5.8 LLDC and the LPA shall jointly appoint and retain whenever shall be necessary for the purposes of this paragraph 5 a suitably qualified Sustainability Cost Consultant to determine the estimated cost of providing the Sustainability Enhancements as set out in each Sustainability Enhancements Report for the ZMP, and the costs of such appointment shall be apportioned as follows:
  - 5.8.1 100% of the costs shall be payable by LLDC where the costs relate to a period when LLDC and the LPA are separate statutory bodies;
  - 5.8.2 the costs shall be split 50/50 where the costs relate to a period when LLDC and the LPA are different functions of the same statutory body
- 5.9 Where Compliance with the Baseline Conditions together with any agreed Sustainability Enhancements would not be technically possible (including but not limited to incompatible technologies or incompatible construction requirements) as demonstrated by, if required by the LPA, an engineering report obtained by the Developer from an

independent and suitably qualified engineer, the Developer and the LPA shall agree which of the Baseline Conditions and Sustainability Enhancements shall take precedence for the purposes of the ZMP.

6. **APPROVAL**

**[NOT USED]**

## SCHEDULE 12

### PUBLIC ART AND CULTURAL EVENTS

#### RECITALS

- (A) The Developer is committed to enhancing the provision made for public art during the Games and Legacy Transformation Phase through both the protection of Existing Public Art and the provision New Public Art and also through Cultural Events.

#### DEFINITIONS

"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;
"Arts Co-ordinator"	[not used]
"Arts Fund"	[not used]
"Cultural Event"	means an event held at the Development which shall meet the following criteria: <ol style="list-style-type: none"><li>1. attendance/participation shall be free of charge to members of the public;</li><li>2. any profits from the event (whether from sales, licences, advertising, sponsorship or otherwise) shall be added to the Arts Fund; and</li><li>3. the event shall be designed to be inclusive, to foster community relations and to celebrate the cultural diversity and history of East London;</li></ol>
"Cultural Event Report"	means a report to be submitted to the LPA following a Cultural Event pursuant to paragraph 5 of this Schedule containing the following information: <ol style="list-style-type: none"><li>1. the level of attendance at the Cultural Event;</li><li>2. the expenditure associated with the Cultural Event; and</li><li>3. any profits associated with the Cultural Event;</li></ol>
"Estate Management Entities"	[not used]
"Existing Public Art"	means physical pieces of art installed on the Site as part of the Olympic Development and the development carried out during the Legacy Transformation Phase and identified

for retention and/or relocation within the Site as part of the scheme to be submitted and approved pursuant to Condition LCS0.172;

**"New Public Art"**

means sculpture, lighting installations, landscape works or other physical objects of art or design and associated works as could be procured through the Arts Council to be provided as part of the Development and to be provided in areas where the public have access or otherwise to be visible from such areas;

**"Park Management Group"**

[not used]

**"Public Art Strategies"**

[not used]

**"Site Wide Public Art and Cultural Events Strategy"**

means the strategy for the provision of New Public Art and/or Cultural Events approved under application reference 13/00069/106

**"Zonal Public Art and Cultural Events Strategy"**

means a strategy for the provision of New Public Art and/or Cultural Events to include as a minimum the following information:

1. New Public Art
  - 1.1 approximate location, type and scale;
  - 1.2 how the proposed New Public Art would be publicly accessible or otherwise visible from publicly accessible areas;
  - 1.3 estimated cost of the proposed New Public Art; and
  - 1.4 management and maintenance strategy for the design life of the New Public Art
2. Cultural Events
  - 2.1 location, type and duration;
  - 2.2 timing of the event;
  - 2.3 how the proposed event would be inclusive, foster community relations and celebrate the cultural diversity and history of the local area; and

2.4 estimated cost of holding the Cultural Event.

## **OPERATIVE PROVISIONS**

### **1. ARTS CO-ORDINATOR**

**[NOT USED]**

### **2. SITE WIDE PUBLIC ART AND CULTURAL EVENTS STRATEGY**

**[NOT USED]**

### **3. ZONAL PUBLIC ART AND CULTURAL EVENT STRATEGIES**

3.1 Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in PDZ5, the Zonal Masterplan for PDZ5 shall be accompanied by a Zonal Public Art and Cultural Events Strategy for Approval and no Development shall be Commenced in PDZ5 until the Zonal Public Art and Cultural Events Strategy has been Approved.

3.2 The Zonal Public Art and Cultural Events Strategy shall be in conformity with the Approved Site Wide Public Art and Cultural Events Strategy.

3.3 Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in PDZ5, the Developer shall not submit the Zonal Masterplan for PDZ5 unless it is accompanied by the Zonal Public Art and Cultural Events Strategy required pursuant to paragraph 3.1 and the Developer shall not Commence Development in PDZ5 until the Zonal Public Art and Cultural Events Strategy has been Approved.

### **4. DELIVERY OF NEW PUBLIC ART**

4.1 Where the Approved Zonal Public Art and Cultural Events Strategy identifies New Public Art to be installed in PDZ5 :

4.1.1 the New Public Art shall be procured by selecting an artist having regard to the "Guidelines for Commissioning and Selecting Artists and Craftspeople" published by Public Art On-Line and by holding either an open or limited competition and which for the avoidance of doubt could include the procurement of an artist into the development design teams for PDZ5;

4.1.2 details of the New Public Art shall be submitted with the relevant Reserved Matters application for that part of the PDZ on which the New Public Art is to be located; and

4.1.3 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the relevant approved Zonal Masterplan shall be Occupied until the New Public Art in that PDZ5 has been installed or, if earlier, the New Public Art shall be installed prior to the area within which it is to be located or from which it is to be visible (as the case may be) becoming publicly accessible.

4.2 Once installed or erected the New Public Art shall be retained and maintained by the Developer in accordance with the details set out in the Approved Zonal Public Art and Cultural Events Strategy.

5. **DELIVERY OF CULTURAL EVENTS**

5.1 Where the Approved Zonal Public Art and Cultural Events Strategy identifies one or more Cultural Events to be held in PDZ5:

5.1.1 LLDC shall consult with the LPA on the detailed planning of each Cultural Event;

5.1.2 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the approved Zonal Masterplan shall be Occupied until the first identified Cultural Event has been held and a Cultural Event Report has been submitted to the LPA for Approval; and

5.1.3 any additional identified Cultural Event(s) shall be held in accordance with the Zonal Public Art and Cultural Events Strategy and a Cultural Event Report shall be submitted to the LPA for Approval.

5.2 [Not used.]

6. **ARTS FUND**

**[NOT USED]**

7. **APPROVAL**

7.1 The LPA shall confirm whether or not it approves each Zonal Public Art and Cultural Events Strategy within:

7.1.1 20 (twenty) Working Days of receipt of such Zonal Public Art and Cultural Events Strategy from LLDC, or

7.1.2 where the LPA decides that it needs to report Zonal Public Art and Cultural Events Strategy to its planning committee, 40 (forty) Working Days of receipt of such Zonal Public Art and Cultural Events Strategy

**PROVIDED THAT** where paragraph 7.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Zonal Public Art and Cultural Events Strategy from LLDC and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Zonal Public Art and Cultural Events Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## SCHEDULE 13

### TELEVISION RECEPTION

#### RECITALS

- (A) The Development may impact upon the quality of terrestrial and/or satellite television reception in properties situated in the vicinity of the Development.
- (B) The Developer has accordingly agreed to the obligations set out in this Schedule 13 to fund measures to mitigate any interference to terrestrial and/or satellite television reception in the vicinity of the Development proven to result from the Development.

#### DEFINITIONS

<b>"Approved"</b>	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and <b>"Approval"</b> and cognate expressions shall be construed accordingly;
<b>"First Reception Survey"</b>	means a survey to assess the standard of terrestrial and satellite television reception to residential properties within the Relevant TV Survey Area;
<b>"Reception Consultant"</b>	means a consultant specialising in matters relating to terrestrial and satellite television reception;
<b>"Relevant TV Survey Area"</b>	means the areas over which the Development within PDZ5 is predicted to cast a shadow from terrestrial transmitter stations and satellite television transmitters, such areas to be Approved pursuant to paragraph 2.2;
<b>"Second Reception Survey"</b>	means a survey to be carried out by the Reception Consultant to assess the impact of works of Development in PDZ5 on terrestrial and satellite television reception to residential properties within the Relevant TV Survey Area(s) and to advise on TV Reception Mitigation Measures;
<b>"TV Reception Mitigation Measures"</b>	means such measures as are agreed by the Developer and the LPA pursuant to paragraph 5.1.1 (having regard to the recommendations of the Reception Consultant made in any Second Reception Survey) as being necessary to restore the quality of terrestrial and/or satellite television reception to an affected property or properties within the Relevant TV Reception Survey Area(s) to the standard assessed in the relevant First Reception Survey(s).

#### OPERATIVE PROVISIONS

1. **APPOINTMENT OF RECEPTION CONSULTANT**

1.1 The Developer will appoint the Reception Consultant by no later than the date of submission of the Developer's first application for the approval of Reserved Matters in relation to any part of the Development.

2. **SURVEY AREAS**

2.1 Within 1 (one) month of the submission of the Developer's first application for the approval of Reserved Matters in relation to any works of Development within PDZ5, the Developer will commission the Reception Consultant to produce a plan showing the Relevant TV Survey Area for PDZ5.

2.2 The Developer will submit the Relevant TV Survey Area produced pursuant to paragraph 2.1 to the LPA for Approval.

3. **FIRST RECEPTION SURVEY**

3.1 The Developer will not Commence the Development in PDZ5 until:

3.1.1 the plan showing the Relevant TV Survey Area has been submitted to the LPA for Approval pursuant to paragraph 2.2 and has been Approved; and

3.1.2 the First Reception Survey has been carried out in relation to PDZ5.

3.2 The Developer will submit a copy of the Reception Consultant's report setting out the results of the First Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.

4. **SECOND RECEPTION SURVEY**

4.1 In the event that more than 10 (ten) complaints are received by the Developer or the LPA from occupiers of properties in any Relevant TV Survey Area Approved pursuant to paragraph 2.2 regarding deterioration in terrestrial and/or satellite television reception, the Developer will commission a Second Reception Survey within 20 (twenty) Working Days of receipt by the Developer or the LPA of the 10th (tenth) complaint.

4.2 Regardless of whether or not any Second Reception Survey has been commissioned by the Developer pursuant to paragraph 4.1, the Developer will commission a Second Reception Survey in relation to PDZ5 not later than 20 (twenty) Working Days following the Completion of PDZ5.

4.3 In the event any complaints are received by the Developer or the LPA within a period of 1 (one) year following the carrying out of the TV Reception Mitigation Measures in accordance with paragraph 5, paragraph 4.1 shall apply to such complaints with the effect that following receipt of 10 (ten) or more complaints the Developer will commission a further Second Reception Survey pursuant to paragraph 4.1.

4.4 Upon commissioning any Second Reception Survey pursuant to paragraphs 4.1 or 4.2, the Developer will require the Reception Consultant to carry out and complete that Second Reception Survey and submit his report to the Developer within 40 (forty) Working Days of the date the Second Reception Survey is commissioned.

4.5 The Developer will submit a copy of the Reception Consultant's report setting out the results of each Second Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.



5. **TV RECEPTION MITIGATION MEASURES**

5.1 In the event that the Reception Consultant's report setting out the results of any Second Reception Survey reveals a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties in the Relevant TV Reception Study Areas since the date of the First Reception Surveys and such deterioration is in the reasonable opinion of the Reception Consultant directly attributable to the Development (including construction equipment and final built form) (but not otherwise), the Developer shall within 3 (three) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey:

5.1.1 agree with the LPA the TV Reception Mitigation Measures that should be implemented;

5.1.2 to the extent that the TV Reception Mitigation Measures involve works to individual properties the Developer shall deliver to each of the properties affected an offer (with reasonable terms and conditions incorporating those below) in a form which would if validly accepted by the occupier of the affected property within 6 (six) months of the date of the Developer's offer constitute a legally binding contract either:

(a) (subject to the occupier granting access to the Developer and the Developer's workmen contractors and other representatives at reasonable times to be arranged) to carry out the TV Reception Mitigation Measures; or

(b) following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval by the Developer of one of those quotations (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation to pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures

**PROVIDED THAT** the Developer shall only be obliged to an occupier under paragraph 5.1.2 if the relevant occupier in his or her acceptance of the Developer's offer to carry out the TV Reception Mitigation Measures or to pay the cost of the TV Reception Mitigation Measures as per the Developer's offer:-

(c) undertakes with the Developer in legally enforceable form reasonably satisfactory to the Developer (acting reasonably) that sums paid and works carried out by the Developer (acting reasonably) will be in full and final settlement of any claim in respect of that property for TV Reception Mitigation Measures of any kind arising out of the construction operation or use of the Development; and

(d) produces evidence that is reasonably satisfactory to the Developer that there is no other person entitled to claim for TV Reception Mitigation Measures to be carried out in respect of that property or (if there is) procures that each such person is bound in legally enforceable form by the undertaking referred to above and (if relevant) agrees to the relevant TV Reception Mitigation Measures being carried out.

5.2 The Developer shall either:

- 5.2.1 carry out the TV Reception Mitigation Measures in respect of the properties affected on receipt of a valid acceptance of the offer referred to in paragraph 5.1.2 from the relevant occupier subject to its workmen and/or contractors being permitted access at all reasonable times; or
  - 5.2.2 following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval of one of the submitted quotations by the Developer (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures
- 5.3 It is hereby acknowledged by the LPA that the Developer may instead of making an offer under paragraph 5.1.2 or carrying out the works or paying monies under paragraph 5.2 carry out works to boost signals generally in the area of some or all of the affected properties in substitution for works to individual properties if the Reception Consultant (acting reasonably) certifies to the LPA (providing reasonable evidence) that this would be likely to restore the quality of terrestrial and/or satellite television reception to the relevant affected property or properties within the Relevant TV Reception Study Areas to the standard assessed in the First Reception Surveys **PROVIDED THAT** an assessment of the effects of such boosting shows no other significant adverse impacts or if any such adverse impacts are identified that the LPA Approves such boosting.
- 5.4 If the Developer is to carry out the TV Reception Mitigation Measures in relation to any of the properties affected the Developer shall carry out such works as soon as practicable after receipt of the relevant occupier's letter of acceptance.
- 5.5 To the extent that the TV Reception Mitigation Measures are to antennae and equipment not on individual properties the Developer shall use Reasonable Endeavours to, within 6 (six) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey, obtain or procure any Requisite Consents required to implement these TV Reception Mitigation Measures and subject to receipt of those Requisite Consents carry out or procure the carrying out of the TV Reception Mitigation Measures as soon as practicable following receipt of those consents.

## 6. GENERAL

- 6.1 The Developer shall regularly provide information (not less than on an annual basis) to the LPA in respect of all sums paid pursuant to this Schedule, the TV Reception Mitigation Measures undertaken and any works undertaken pursuant to paragraph 5.3 and shall keep the LPA informed (not less than on an annual basis) regarding continuing discussions (if any) being held with the occupiers of the properties affected until such date that is 1 (one) year following the provision of the TV Reception Mitigation Measures.
- 6.2 If the LPA passes to the Developer any complaints about a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties that is claimed to be attributable to the Development the Developer shall:
- 6.2.1 consult the Reception Consultant in respect of such claim;
  - 6.2.2 if in the reasonable opinion of the Reception Consultant the complaint of significant deterioration in terrestrial and/or satellite television reception is directly attributable to the Development (but not otherwise), deal with the complainant as set out in paragraphs 4 and 5; and
  - 6.2.3 provide information (not less than on an annual basis) to the LPA as to how the complaint has been dealt with including details of all sums paid and works undertaken and discussions held with the complainant.

6.3 The maximum total liability of the Developer under this Schedule shall not exceed £29,750.

6.4 The obligations in this Schedule shall cease to have effect after the first anniversary of Completion of the Development .

7. **APPROVAL**

7.1 The LPA shall confirm whether or not it approves any information submitted to it under this Schedule within:

7.1.1 20 (twenty) Working Days of receipt of such information; or

7.1.2 where the LPA decides that it needs to report any such information to its planning committee, 40 (forty) Working Days of receipt of such information

**PROVIDED THAT** where paragraph 7.1.2 applies, the LPA shall notify the Developer of such application within 10 (ten) Working Days of receipt of such information and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve any such information the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

**SCHEDULE 14**

**FORM OF SUPPLEMENTAL SECTION 106 AGREEMENT**

(REQUIRED PURSUANT TO CLAUSES 4.1.3 AND 5.1.3)

DATED

20[ ]

- (1) [LOCAL PLANNING AUTHORITY ]
- (2) TRANSPORT FOR LONDON
- (3) [LONDON LEGACY DEVELOPMENT CORPORATION] OR [ ]

SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to the development of land within the future Queen Elizabeth Olympic Park and entered into pursuant to Clause [4.1.3][5.1.3] and Schedule 14 of the Post-Transition Agreement

**BETWEEN:-**

- (1) [Local Planning Authority] (the "LPA"); and
- (2) TRANSPORT FOR LONDON of 5 Endeavour Square, Stratford, London E20 1JN ("TfL"); and
- (3) [LONDON LEGACY DEVELOPMENT CORPORATION of Level 9, 5 Endeavour Square, Stratford, London E20 1JN] OR [ ] of [ ] ("LLDC"/ the "Owner")]

**RECITALS**

**WHEREAS:-**

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Part is situated.
- (B) [The Post-Transition Agreement binds the Developer's Land by virtue of a unilateral undertaking entered into by the LLDC (as landowner) on [ ] November 2024 in relation to the Planning Permission.] .
- (C) The [LLDC][Owner] has acquired the Interest which has not prior to the date of this Agreement been part of the Developer's Land.
- (D) This Supplemental Agreement is entered into pursuant to the requirements of Clause [4.1.3][5.1.3] of the Post-Transition Agreement and is entered into for the purpose of ensuring that the obligations, covenants and undertakings contained in the Post-Transition Agreement are binding on the Interest for the purposes of the said section 106.

**OPERATIVE PROVISIONS:-**

**1. INTERPRETATION**

- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Post-Transition Agreement.
- 1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:

**"Interest"** means [details to be inserted of interest acquired] in the Part;

**"Part"** means that part of the Site shown edged red on the plan at Annex 1[such Part being registered at the Land Registry under title number [ ]];

**"Post-Transition Agreement"** means the agreed form of section 106 agreement appended as Appendix 1 to the unilateral undertaking entered into under section 106 of the 1990 Act by the London Legacy Development Corporation (as landowner) on [ ] November 2024 in relation to the Planning Permission

## 2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Supplemental Agreement is supplemental to the Post-Transition Agreement and is entered into pursuant to section 106 of the 1990, sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.
- 2.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Part is situated.
- 2.3 The Owner covenants with the LPA that from the date of this Supplemental Agreement it is bound by the obligations, covenants and undertakings on the part of the Developer contained in the Post-Transition Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Interest and, subject to Clauses 2.9, 2.9A, 2.10 and 2.11 of the Post-Transition Agreement, the said obligations, covenants and undertakings on the part of the Developer are entered into by the Owner with the intent that they shall be enforceable not only against the Owner but also against any successors in title to its Interest or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Interest (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Interest in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201, 205 and 206 of the 2011 Act and section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.
- 2.4 The Owner agrees that from the date of this Supplemental Agreement the obligations, covenants and undertakings on the part of the Developer (as defined in the Post-Transition Agreement) in the Post-Transition Agreement given to TfL shall be enforceable by TfL against the Owner in relation to the Interest.
- 2.5 LLDC covenants with the LPA that from the date of this Supplemental Agreement it shall Comply with Clauses 5.1.1 and 5.1.2 of the Post-Transition Agreement in relation to the Interest.
- 2.6 The LPA and TfL covenant with the Owner in respect of the Interest to perform the obligations, covenants and undertakings on their part contained in the Post-Transition Agreement.

## 3. MODIFICATION TO THE POST-TRANSITION AGREEMENT

- 3.1 The parties agree that with effect from the date of this Supplemental Agreement the Post-Transition shall be modified as follows:
- (a) the definition of "Developer's Land" in Clause 1 shall be modified by the insertion of the following:

[3].	<i>[insert details to be inserted of interest acquired]</i> in the Site shown edged [ ] on the plan annexed hereto at [ ] [and being registered at the Land Registry under title number [ ]]
------	--

**4. LOCAL LAND CHARGE**

This Supplemental Agreement is a local land charge and shall be registered as such.

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

**THE COMMON SEAL of THE MAYOR AND )**

**THE BURGESSES OF THE LONDON )**

**BOROUGH OF [ ] was hereunto )**

affixed **BY ORDER:** )

Authorised signatory

**THE COMMON SEAL of TRANSPORT )**

**FOR LONDON was hereunto affixed in )**

the presence of: )

Authorised signatory

**EXECUTED as a DEED by )**

**[ ] in the presence of: )**





**Annex 1**  
**Plan identifying Part**





**SCHEDULE 15**

**VIABILITY**

**[NOT USED]**

**SCHEDULE 16**  
**LLDC COVENANTS**

<b>Provision</b>	<b>Description</b>
Clause 2.6	To enter into such deed as contemplated by Clause 2.5
Clause 4.2	To enter into the Supplemental Section 106 Agreement
Clause 5.1.3	To enter into the Supplemental Section 106 Agreement
Clause 5.3	To observe and continue the aims and objectives of LLDC in promoting the Development
<b>Schedule 2 – Transport</b>	
Paragraph 2.1	Payment of the Bus Infrastructure Contribution to TfL
Paragraph 2.7	Agree any such other locations or in any such other number of locations the Bus Infrastructure
Paragraphs 7.3.1 and 7.3.2	Payment of the Stratford Regional Station Contribution
Paragraph 7.4.1	Payment of the Hackney Wick Station Contribution
Paragraph 7.5.1	Payment of the Offsite Junctions and Connections Contribution
Paragraph 8	Monitoring and review
<b>Schedule 11 – Sustainability</b>	
Paragraphs 5.2 and 5.3	To prepare the Sustainability Enhancements Report
Paragraph 5.5.1	To use Reasonable Endeavours to agree which Sustainability Enhancements, if any, shall be included in which of the Remaining PDZs
Paragraph 5.8	Joint appointment of the Sustainability Cost Consultant
<b>Schedule 12 – Public Art and Cultural Events</b>	
Paragraphs 3.1 and 3.2	Submission of Zonal Public Art and Cultural Events Strategy and conformity with the Approved Site Wide Public Art and Cultural Events Strategy
Paragraph 4.1.1	Procurement of New Public Art
Paragraph 5.1.1	Consult with the LPA on the detailed planning of each Cultural Event

Paragraph 5.1.3

Any additional Cultural Event to be held in accordance with the Zonal Public Art and Cultural Events Strategy and a Cultural Event Report to be submitted to the LPA

**THE COMMON SEAL of THE MAYOR AND** )  
**THE BURGESSES OF THE LONDON** )  
**BOROUGH OF HACKNEY** was hereunto )  
affixed **BY ORDER:** )

Authorised signatory

**THE COMMON SEAL of THE LONDON** )  
**LEGACY DEVELOPMENT CORPORATION** )  
was hereunto affixed in the presence of: )

Authorised signatory

Executed as a deed by affixing the )  
common seal of )  
**TRANSPORT FOR LONDON** )  
in the presence of: )

Authorised signatory



**APPENDIX 1**  
**PLAN OF THE SITE**

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NOTES

KEY

- London Borough of Hackney LCS
- Planning Application Boundary
- Planning Delivery Zone

N

Client: London Borough of Hackney  
Project Name: LCS Planning Application Boundary Plan  
Scale: 1:2500  
Date: January 2024  
Status: For Approval  
Drawing No: LCS-DWG-APP-RED-PAR-HAC-031



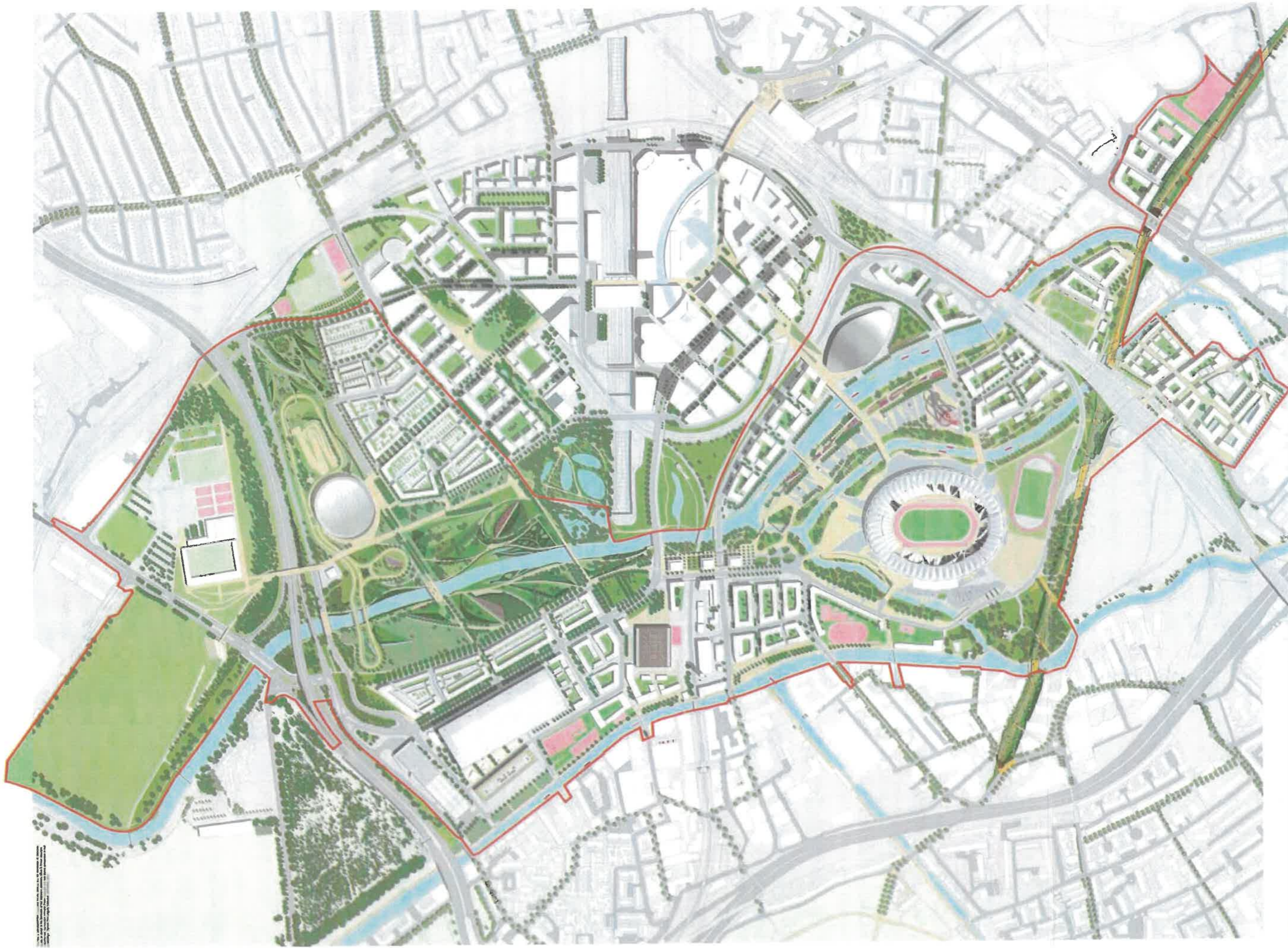
Project Name: Legacy Communities Scheme

Sheet: 031



**APPENDIX 2**  
**PLAN SHOWING THE OLYMPIC PARK**

[INTENTIONALLY BLANK]



KEY  Olympic Park Boundary



N

 **ALCOM**  
Legacy Communities Scheme

Olympic Park Plan  
S106 Appendix 2  
Scale: 1:2500  
September 2012  
LCS-DWG-ILL-PER-CON-GLB-001 001

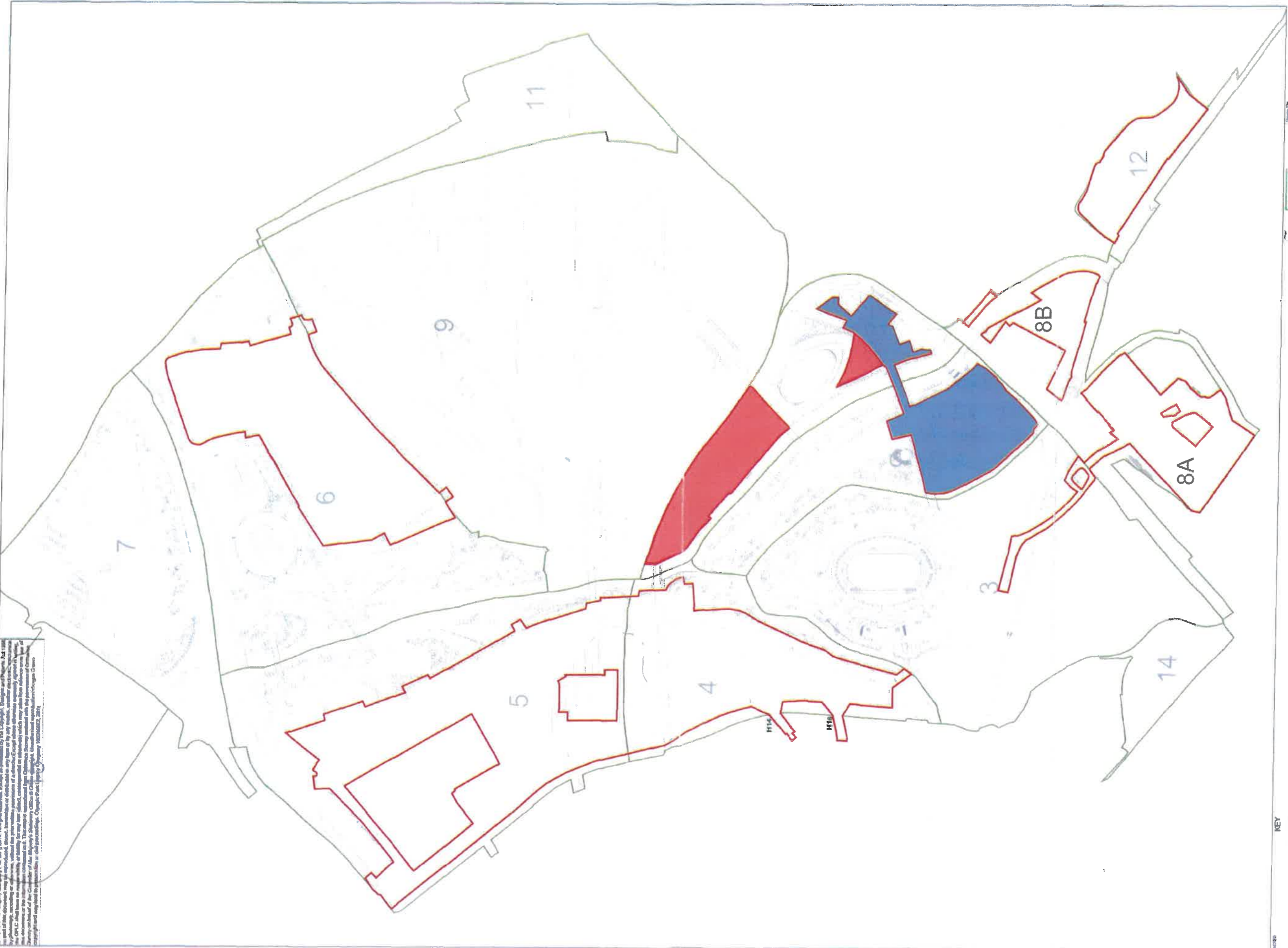




**APPENDIX 3**  
**PLAN SHOWING ALL PDZS**

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- KEY
- LCS Planning Application
  - Boundary
  - Planning Delivery Zone
  - Area 'sited out' pursuant to 1710236/VAR
  - Area 'sited out' pursuant to 1800471/VAR

N

**OLYMPIC Legacy Community**  
**AECOM**  
Legacy Communities Scheme

Plan of the Site and Planning Delivery Zones  
S106 Appendix 1

1:2500

March 2019

For Approval

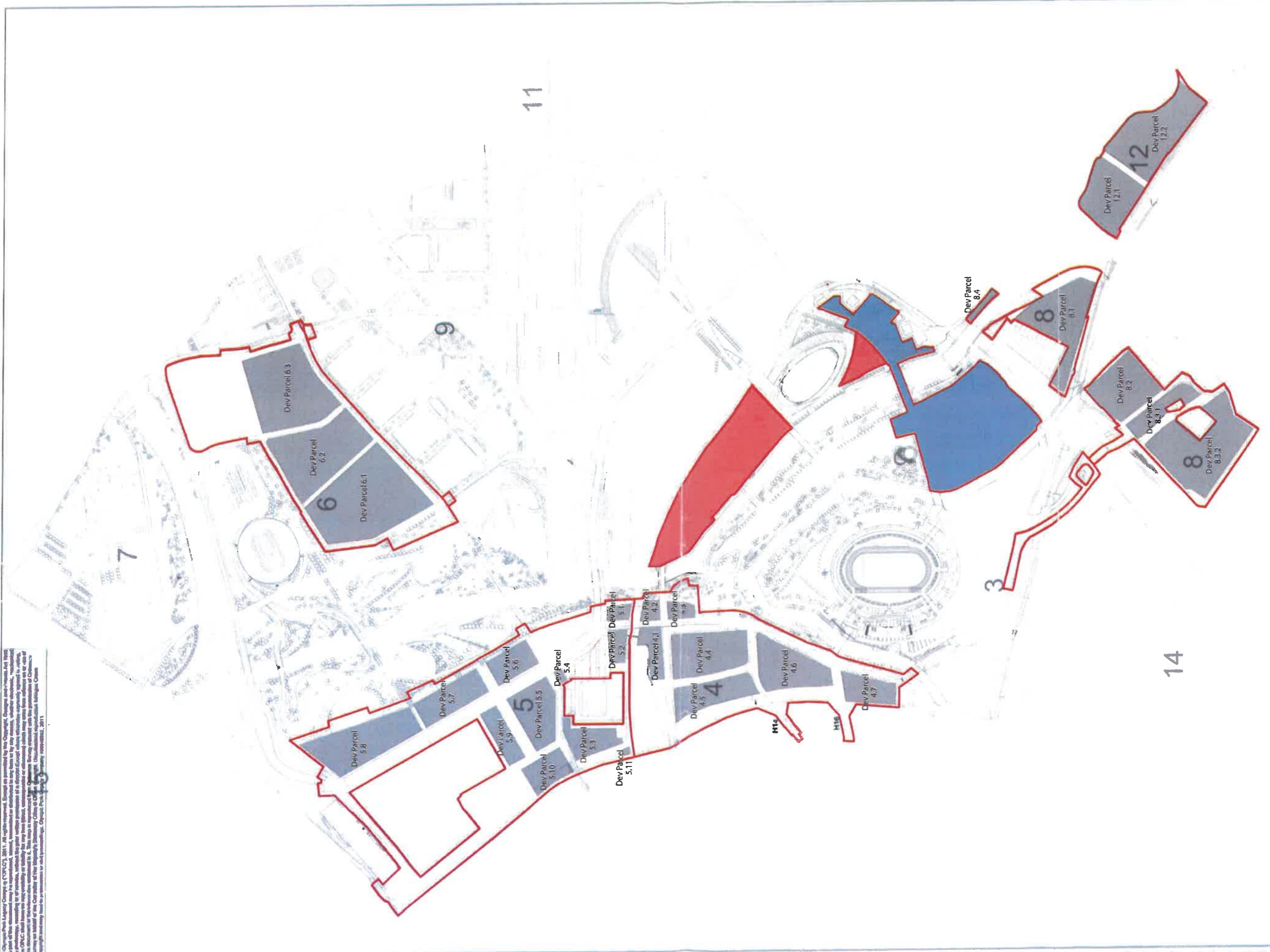
LCS-016-APP-023-PR-03-01 PC4



**APPENDIX 4**  
**[NOT USED]**

**APPENDIX 5**  
**DEVELOPMENT PARCEL PLAN**

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- KEY**
- LCS Planning Application Boundary
  - LCS Development Parcels
  - Area 'slotted out' pursuant to 1700296VAR
  - Area 'slotted out' pursuant to 1800471VAR

**N**

**AECOM**  
Legacy Communities Solutions

LCS Development Parcel Plan  
S108 Appendix 5

March 2019

File: P103



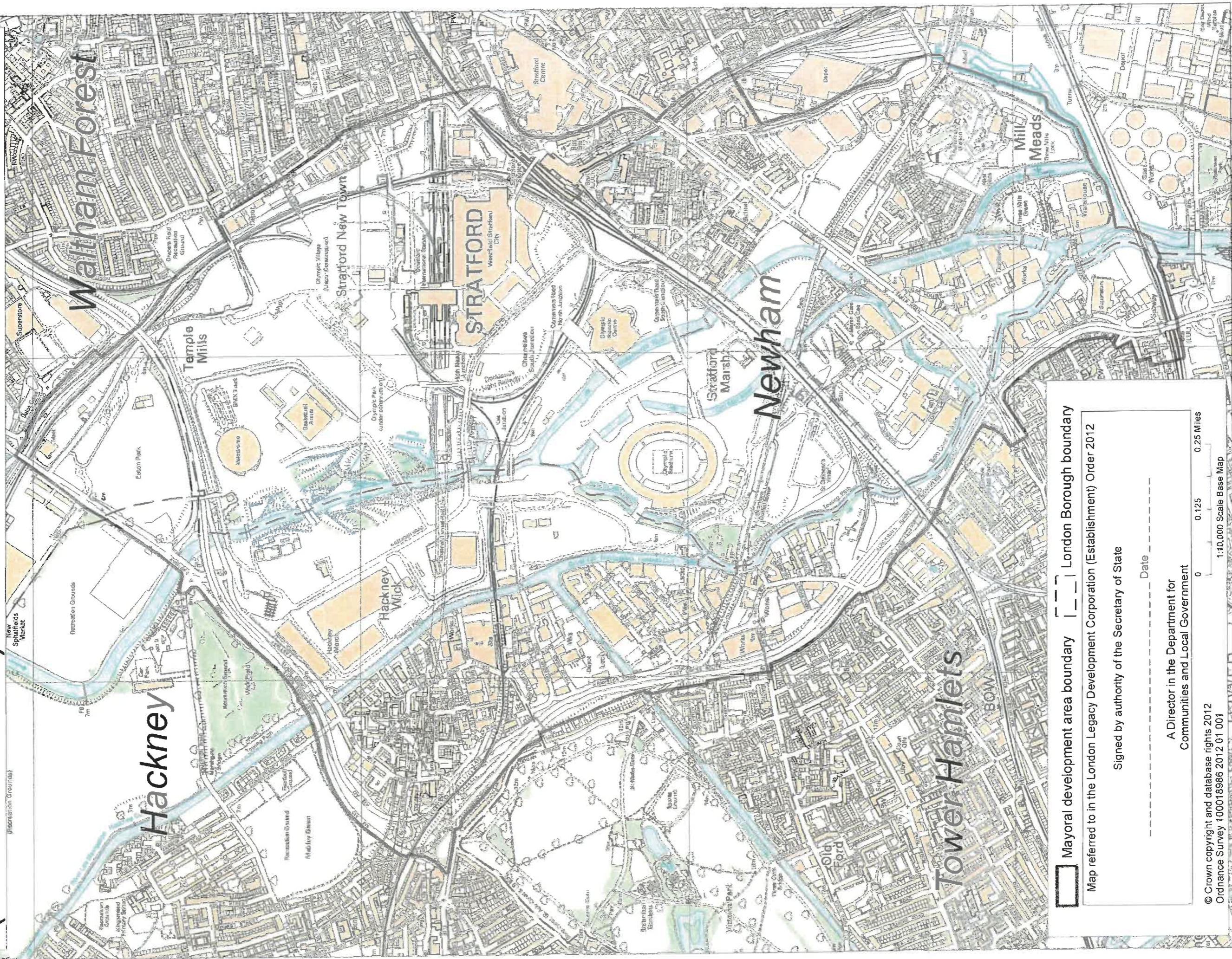


**APPENDIX 6**

**MDC AREA**

[INTENTIONALLY BLANK]

# The London Legacy Development Corporation (Establishment) Order 2012



Mayoral development area boundary [—] London Borough boundary [---]

Map referred to in the London Legacy Development Corporation (Establishment) Order 2012

Signed by authority of the Secretary of State

----- Date -----

A Director in the Department for  
Communities and Local Government

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Ordnance Survey 100018986 2012 01 001  
1:10,000 Scale Base Map

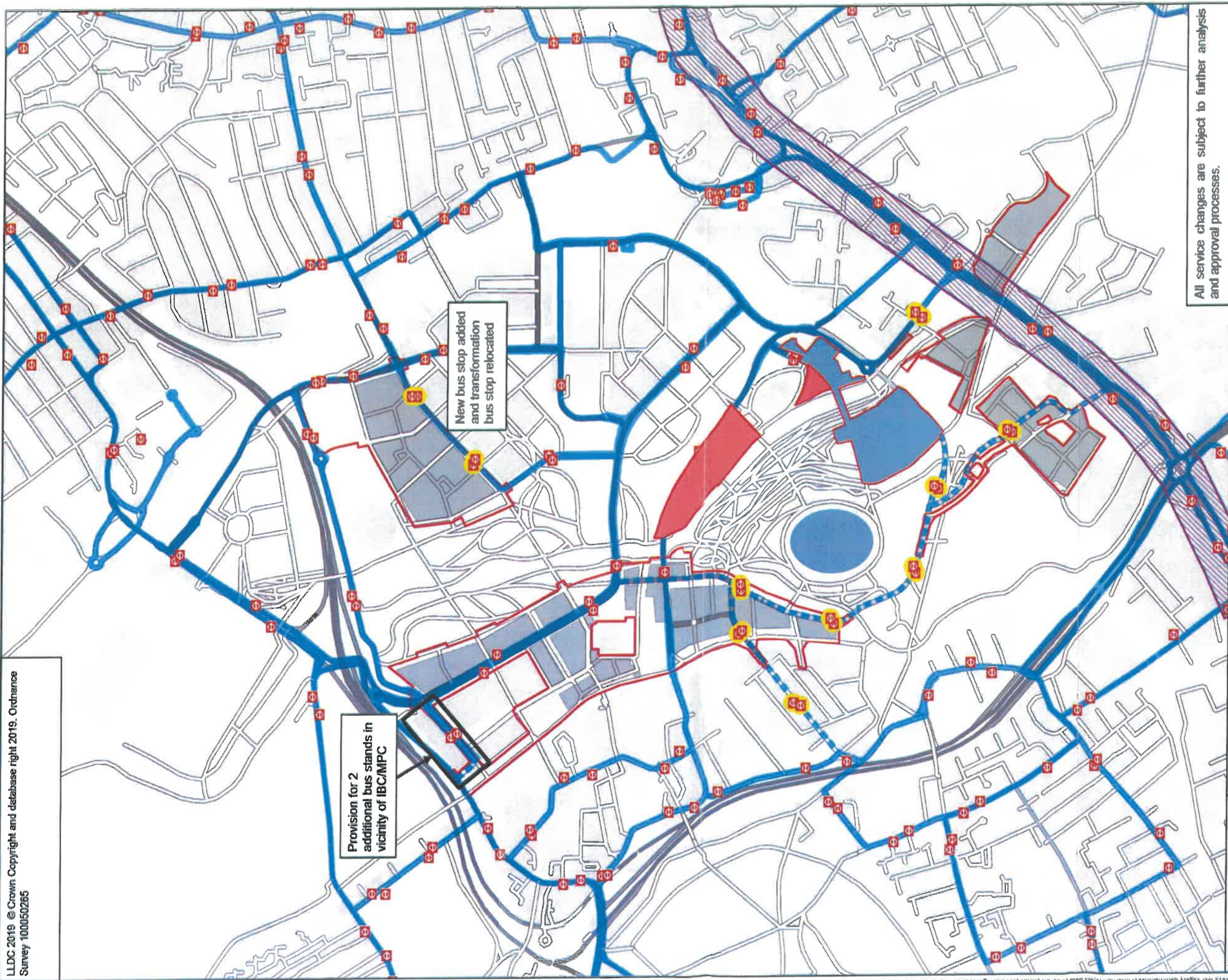


**APPENDIX 7**

**[NOT USED]**

**APPENDIX 8**

**BUS INFRASTRUCTURE AND BUS SERVICE ENHANCEMENT PLAN**



Provision for 2 additional bus stands in vicinity of IBCMPC

New bus stop added and transformation bus stop relocated

**NOTES**

Rev	Description	Drn/Chl	Date
00	Issue		17/09/2012
01	Final Draft		07/09/2012

- Key**
- Yellow circle: Indicative new stops in Legacy (+/- 50m)
  - Blue hatched area: Stratford High Street East / West Corridor
  - Blue area: Area 'slopped out' pursuant to 17/00236/VAR
  - Red area: Area 'slopped out' pursuant to 18/00471/VAR
  - Blue line: Roads used by buses in transformation
  - Red line: Roads that could be used by buses
  - Red outline: LCS Planning Application Boundary
  - Grey outline: Development Plots
  - Red square with bus icon: Existing or Transformation Bus Stops

- Blue line: Roads used by buses in transformation
- Red line: Roads that could be used by buses
- Red outline: LCS Planning Application Boundary
- Grey outline: Development Plots
- Red square with bus icon: Existing or Transformation Bus Stops

**Client**

**OLYMPIC PARK LEGACY COMPANY**

**AECOM**

Organisation: Legacy Communities Scheme

**Drawing Title**  
Bus Enhancement Plan S106 Appendix 8

**Scale (A3)** 1:10,000

**Status** ISSUE

**Date** May 2019

**Rev.** 03

**Drg. No.** LCS-GLB-ACC-1A-000A-F5-11

All service changes are subject to further analysis and approval processes.





**APPENDIX 9**

**[NOT USED]**

**APPENDIX 10**  
**[NOT USED]**

**APPENDIX 11**

**[NOT USED]**

**APPENDIX 12**

**[NOT USED]**

**Annex 2 - Draft Confirmatory Deed**

[INTENTIONALLY BLANK]

**DATED** \_\_\_\_\_ **20[ ]**

**(1) [LOCAL PLANNING AUTHORITY]**

**(2) TRANSPORT FOR LONDON**

**(3) [NAME OF LANDOWNER]**

---

**PLANNING OBLIGATION  
RELATING TO [ ]**

---

THIS DEED is made on

20[ ]

**BETWEEN:**

- (1) **[NAME OF LOCAL PLANNING AUTHORITY]** of [address of local planning authority] (the "LPA"); and
- (2) **TRANSPORT FOR LONDON** of 5 Endeavour Square, Stratford, London E20 1JN ("TfL")
- (3) **[NAME OF LANDOWNER]** [contact details of Landowner] ("**Landowner**")

**WHEREAS:-**

- (A) This Deed is supplemental to the Landowner Unilateral Undertaking.
- (B) The LPA is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (C) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Developer's Land.
- (D) At the time of completion of the Landowner Unilateral Undertaking the London Legacy Development Corporation was both the local planning authority for the Developer's Land and the proprietor of the freehold interests that comprise the Developer's Land (and in the latter capacity is referred to as "**LLDC**" in this Deed).
- (E) As one of the conditions to secure the grant of the Planning Permission the LLDC in its capacity as freehold owner of the Developer's Land entered into the Landowner Unilateral Undertaking.
- (F) The Landowner has acquired a [freehold/leasehold] interest in the Developer's Land and accordingly is entering into this Deed so as to comply with clause 3.4 of the Landowner Unilateral Undertaking.
- (G) The Landowner Unilateral Undertaking was given to the TfL (in addition to the LPA) to enable TfL to enforce in contract the relevant obligations given to TfL the Draft Post Transition 106 Agreement. TfL is a party to this Deed to ensure that it will be able to enforce in contract those obligations against the Landowner.

**OPERATIVE PROVISIONS:-**

**1. INTERPRETATION**

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

"1990 Act"	means Town and Country Planning Act 1990
"2011 Act"	means Localism Act 2011
"Commence"	has the same meaning as in the Draft Post Transition 106 Agreement
"Confirmatory Deed"	means a deed in the form attached at Annex 2 to the Landowner Unilateral Undertaking
"Developer's Land"	has the meaning given in the Draft Post Transition 106 Agreement



<b>"Draft Post Transition 106 Agreement"</b>	means the form of agreement attached at Appendix 1 to the Landowner Unilateral Undertaking
<b>"Financial Obligation"</b>	means any obligation under the Draft Post Transition 106 Agreement that requires the payment of a financial contribution to the LPA or TfL
<b>"Landowner Unilateral Undertaking"</b>	means the deed of unilateral undertaking dated [REDACTED] 2024 entered into by the London Legacy Development Corporation in its capacity as freehold owner of the Developer's Land binding the freehold interests in the Developer's Land in respect of the obligations in the Draft Post Transition S106 Agreement
<b>"Landowner's Interest"</b>	means the Landowner's [freehold/leasehold] interest in the Site
<b>"LPA/TfL Unilateral Undertaking"</b>	means the deed of unilateral undertaking dated [REDACTED] 2024 entered into by the London Legacy Development Corporation (in its capacity as local planning authority) and TfL in respect of the obligations in the Draft Post Transition 106 Agreement
<b>"Other Confirmatory Deed"</b>	means any completed Confirmatory Deed other than this Deed
<b>"Planning Application"</b>	has the meaning given in the Draft Post Transition 106 Agreement
<b>"Planning Permission"</b>	means the planning permission granted on [REDACTED] 2024 by the London Legacy Development Corporation (as local planning authority) with reference number 24/00116/VAR pursuant to the Planning Application
<b>"S106 Obligation"</b>	means an obligation to be performed by the Developer (as defined in the Draft Post Transition 106 Agreement) contained in the Draft Post Transition 106 Agreement
<b>"Section 73 Application"</b>	means an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
<b>"Section 73 Permission"</b>	means planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require
<b>"Site"</b>	means the area of the Developer's Land which is shown [edged/coloured] [colour] on the plan attached at the Appendix
<b>"Subsequent Planning Permission"</b>	means any Section 73 Permission and "Subsequent Planning Permissions" shall mean such two or more of them as the context shall require

1.2 In this Deed:-

1.2.1 unless otherwise indicated reference to any:-

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

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

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

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

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

1.2.5 references to the Site include any part of it;

1.2.6 references to the LPA include its successors to the functions of the local planning authority;

1.2.7 subject to Clauses 2.5, 2.6 and 2.9, references to the Landowner include:-

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

1.2.8 "including" means "including without limitation";

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

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

1.2.11 any obligation, covenant, undertaking or agreement by the Landowner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;

- 1.3 The Interpretation Act 1978 shall apply to this Deed.
- 1.4 The "**Deed**" includes the Schedules and Recitals to this Deed.
- 1.5 If any provision of this Deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

## 2. **EFFECT OF THIS DEED**

- 2.1 This Deed is made pursuant to:-
- 2.1.1 section 106 of the 1990 Act;
- 2.1.2 (in so far as this Deed does not contain planning obligations entered into pursuant to section 106 of the 1990 Act) sections 201, 205 and 206 of the 2011 Act and all other powers so enabling; and
- 2.1.3 insofar as it relates to TfL, section 156, schedule 10 and schedule 11 of the Greater London Authority Act 1999.
- 2.2 So far as the obligations, covenants and undertakings in this Deed are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Landowner in this Deed are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Landowner's Interest and, subject to Clauses 2.5, 2.6 and 2.9 the said obligations, covenants and undertakings on the part of the Landowner are entered into with the intent that they shall be enforceable not only against the Landowner but also against any successors in title to or assigns of the Landowner and/or any person claiming through or under the Landowner an interest or estate in the Landowner's Interest PROVIDED THAT any enforcement of the terms of this Deed shall be subject to the restrictions on the enforcement of the Draft Post Transition 106 Agreement as set out in the Draft Post Transition 106 Agreement.
- 2.4 To the extent that the obligations, covenants, undertakings, restrictions and agreements undertaken by the Landowner under Clause 3 of this Deed do not constitute planning obligations for the purposes of section 106 of the 1990 Act, the Landowner intends that they shall be enforceable in contract by the LPA.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Deed after parting with its interest in the part of the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.6 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the Landowner's Interest or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Landowner's Interest or part thereof to which such obligation relates.
- 2.7 This Deed shall be registerable as a local land charge by the London Borough of Hackney and its respective statutory successors in function.
- 2.8 Other than the Planning Permission and any Subsequent Planning Permission, nothing in this Deed shall prohibit or limit the right to develop any part of the Landowner's Interest in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.

2.9 Save where a Subsequent Planning Permission has been granted which remains extant, this Deed 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 revoked, withdrawn or (without the consent of the Landowner) modified.

### 3. **LANDOWNER'S COVENANTS WITH THE LPA**

3.1 Subject to Clauses 2 and 4 the Landowner on behalf of itself and its successors in title to the Landowner's Interest:

3.1.1 acknowledges and agrees that the Landowner's Interest shall from and including the date of this Deed be bound by the obligations covenants undertakings and restrictions on the part of the Owner (as defined in the Landowner Unilateral Undertaking) in the Landowner Unilateral Undertaking;

3.1.2 covenants with TfL to observe and perform the obligations covenants undertakings and restrictions on the part of the Owner (as defined in the Landowner Unilateral Undertaking) in the Landowner Unilateral Undertaking that are given to TfL;

3.1.3 acknowledges and agrees that the obligations covenants undertakings and restrictions on the part of the Owner (as defined in the Landowner Unilateral Undertaking) in the Landowner Unilateral Undertaking given to TfL are enforceable against it in contract by TfL; and

3.1.4 covenants with the LPA and TfL from and including the date of this Deed to observe and perform and cause to be observed and performed all of the S106 Obligations that apply to the Site that either remain outstanding as at the date of this Deed and/or which are of an on-going nature PROVIDED THAT in respect of TfL this Clause 3.1.4 shall apply only in respect of the S106 Obligations given to TfL in the Draft Post Transition 106 Agreement.

### 4. **PERFORMANCE UNDER ANOTHER DEED**

4.1 The LPA, TfL and the Landowner agree that:

4.1.1 to the extent that any of the S106 Obligations (including any Financial Obligations) have been discharged as at the date of this Deed they shall be treated as discharged for the purposes of this Deed;

4.1.2 discharge of a Financial Obligation pursuant to the Draft Post Transition 106 Agreement or any Other Confirmatory Deed shall constitute discharge pursuant to this Deed and vice versa; and

4.1.3 in respect of any S106 Obligation relating to the Site or part thereof:

(a) where the relevant S106 Obligation requires ongoing performance or compliance, then performance or compliance pursuant to the Landowner Unilateral Undertaking or any Other Confirmatory Deed that binds the Site or relevant part thereof shall constitute performance or compliance for the purposes of this Deed and vice versa; and

(b) in all other cases discharge of the relevant S106 Obligation pursuant to the Landowner Unilateral Undertaking or any Other Confirmatory Deed that binds the part of the Developer's Land to which the Landowner's Interest relates or relevant part thereof shall constitute discharge for the purposes of this Deed and vice versa.

4.2 Nothing in this Deed shall impose any liability on the Landowner in respect of any S106 Obligations that do not relate to the Site.

#### 5. **LPA'S AND TFL'S COVENANTS WITH THE LANDOWNER**

5.1 The LPA covenants to the Landowner to observe and perform the obligations, covenants and undertakings on its part contained in the Draft Post Transition 106 Agreement **PROVIDED ALWAYS THAT** such observance and performance by the LPA pursuant to the LPA/TfL Unilateral Undertaking or any Other Confirmatory Deed that binds the Landowner's Interest shall constitute observance and performance pursuant to this Deed and vice versa.

5.2 TfL covenants to the Landowner to observe and perform the obligations, covenants and undertakings on its part contained in the Draft Post Transition 106 Agreement **PROVIDED ALWAYS THAT** such observance and performance by TfL pursuant to the LPA/TfL Unilateral Undertaking or any Other Confirmatory Deed that binds the Landowner's Interest shall constitute observance and performance pursuant to this Deed and vice versa.

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

6.1 It is not intended that any term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

#### 7. **JURISDICTION AND LEGAL EFFECT**

7.1 This Deed shall be governed by and interpreted in accordance with the law of England.

7.2 The provisions of this Deed (other than this Clause 7.2 which shall be effective in any event) shall be of no effect until this Deed has been dated.

#### 8. **EXECUTION**

The LPA, TfL and the Landowner have executed this Deed as a deed and it is delivered on the date set out at the front of this Deed.

**IN WITNESS** whereof the LPA, TfL and the Landowner have executed this Deed the day and year first above written

**THE COMMON SEAL of THE MAYOR AND )**  
**THE BURGESSES OF THE LONDON )**  
**BOROUGH OF HACKNEY was hereunto )**  
affixed **BY ORDER:** )

Authorised signatory

Executed as a deed by affixing the )  
common seal of )  
**TRANSPORT FOR LONDON )**  
in the presence of: )

Authorised signatory

[Insert the Landowner's execution details]

**APPENDIX**  
**THE LANDOWNER'S INTEREST**





## **Annex 3 – Enforcement Protocol**

### **LONDON LEGACY DEVELOPMENT CORPORATION**

#### **s106 ENFORCEMENT PROTOCOL**

#### **1. INTRODUCTION**

- In March 2012 the London Legacy Development Corporation (LLDC) was established as a Mayoral Development Corporation with responsibility for regenerating an area of east London focused on the Queen Elizabeth Olympic Park. Subsequently, various transfer schemes transferred land including the Olympic Park to LLDC.
- On 1 October 2012, LLDC also became the local planning authority for the land within its area. LLDC's planning powers were delegated by a resolution of LLDC's board to the Planning Policies and Decisions Team (PPDT)<sup>1</sup>, a directorate within LLDC which reports to LLDC's Board.
- From a planning perspective, LLDC combines in a single legal entity two distinct roles; firstly as landowner/developer whose land is already bound by several agreements made under S106 of the Town and Country Planning Act 1990 (a S106 Agreement), secondly as the planning authority responsible for enforcing compliance with those agreements.
- As a matter of common law, a single entity can neither contract with itself, nor can it enforce contracts against itself.
- The effect of this is twofold:
  - obligations in existing S106 Agreements cannot be enforced at law by PPDT against LLDC or by LLDC against PPDT. NB: this does not affect PPDT's ability to enforce the same obligations against any third party who acquires title to the bound land from LLDC nor does it affect such third party's ability to enforce the obligations against PPDT. Nor does it affect the ability of any successor organisation of PPDT's planning function to enforce those obligations against both LLDC as landowner/developer as well as against such a third party.
  - if any changes are needed to any existing S106 agreements binding LLDC land, then a legally binding deed of variation to which LLDC is a party cannot be entered into.

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<sup>1</sup> In this note "LLDC" refers to LLDC in its role as landowner or developer and "PPDT" refers to LLDC in its role as local planning authority.

- This protocol has been prepared in respect of any planning obligations whether secured by a bilateral or unilateral deed made under s.106 of the Town and Country Planning Act 1990 to which LLDC is a party as landowner<sup>2</sup> and which relates to development of land within the area for which PPDT is the local planning authority (a Principal Agreement). It sets out the steps that LLDC and PPDT are committed to taking to manage compliance with such Principal Agreements as well as setting out the approach that LLDC and PPDT are willing to adopt to deal with any variations to such deeds.
- In applying this protocol both LLDC and PPDT commit to act reasonably.

## 2. OPERATION OF S106

- Notwithstanding the deeds made under s.106 by LLDC as landowner cannot now be enforced by PPDT, LLDC and PPDT commit to comply with their terms as if they could be enforced.
- Annual update reports to be submitted by LLDC within 20 working days of the end of each financial year on what S106 obligations have been triggered, whether such obligations have been discharged, whether there have been any "ghost" deeds of variation to the Principal Agreement (see paragraph 3 below), whether there have been any S106 agreements entered into where third parties have taken an interest in the site to which the Principal Agreement relates (see paragraph 3 below), whether there have been any disputes and the outcome of such disputes. Report to be approved by PPDT as a true reflection of the status of the relevant Principal Agreement in the past year and reported to the PPDT Planning Committee for noting. The Annual update reports to be made public so there is transparency.
- In the event of dispute regarding the interpretation of the terms of a Principal Agreement:
  - initially to be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file.
  - if the dispute is not resolved internally, it will be referred to a jointly instructed and external, independent legal expert appointed in accordance with the provisions attached at Annex 1 to this Protocol whose decision is binding.

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<sup>2</sup> This includes deeds made under s106 relating to land which has been transferred to LLDC

- In the event of non-compliance with a term of the relevant deed made under s.106:
  - PPDT to serve a written notice on LLDC identifying any breach and the steps required to remedy it. LLDC to respond within 10 working days either setting out a reasonable timetable and confirming the steps it intends to take to remedy the breach, or (if relevant) disputing the breach. Unless the procedure described below is triggered, LLDC will carry out the steps in accordance with the proposed timetable.
  - If there is a factual dispute as to whether there has been a breach or as to the appropriate steps to be taken to remedy any breach, this will initially be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file. Follow-up meetings will be arranged as necessary.
  - If the above steps do not lead to a mutually acceptable solution, each party will prepare and submit a report on the matter, including a recommended solution, to their respective committees. In the case of LLDC, the relevant committee is the LLDC Investment Committee and in the case of PPDT, the Planning Committee. Both committees shall consider the matter and the recommended solution.
  - If either committee rejects the recommendation made to it, the rejecting committee shall instruct its officers on what further steps to take to try to resolve the dispute.
  - If both committees endorse the recommendations set out in the respective reports (and assuming that the recommendations of the two reports conflict), the matter shall be referred to the Board for consideration. The Board's decision will be binding on both parties.

### 3. **VARIATIONS TO S106 AGREEMENTS / UNILATERAL UNDERTAKINGS**

- In the event that variations to an existing section 106 agreement or unilateral undertaking to which LLDC is a party as landowner (a Principal Agreement) are required, LLDC and PPDT will negotiate a draft deed of variation to reflect the changes notwithstanding it cannot be lawfully entered into as a bilateral agreement (a "Ghost Agreement"). A copy of the Ghost Agreement will be placed on PPDT's public planning file.
- Where appropriate, LLDC will bind itself (and its successors in title) by unilateral S106 undertaking to abide by the terms of the Ghost Agreement. In return for such an undertaking, PPDT will confirm by a reciprocal undertaking that it will only enforce the relevant Principal Agreement in a manner that is consistent with the Ghost Agreement. This reciprocal undertaking is intended to be binding on PPDT's successors in function.
- LLDC to ensure that any transfer to a third party of LLDC land against whom the Ghost Agreement could be enforced will be subject to a condition requiring completion of the Ghost Agreement by the transferee following completion of the land transfer.

### **Annex 1: Dispute Resolution Procedure**

- 1) LLDC or PPDT may by serving notice on all the other (the "Notice") refer a dispute to an Expert for determination.
- 2) The Notice must specify:
  - a) the nature, basis and brief description of the dispute;
  - b) the Clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
  - c) the proposed Expert.
- 3) In the event that the parties are unable to agree who to appoint as the Expert within 10 (ten) Working Days after the date of the Notice then either party may request the President of the Law Society (except where paragraph 7 provides otherwise) to nominate the Expert at their joint expense.
- 4) The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and the Expert's cost shall be awarded 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.
- 5) The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act (or such longer period as is agreed in writing between the parties).
- 6) The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.

**Annex 4 – Plan 1 showing edged red the Developer’s Land in PDZ5**

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KEY

- London Borough of Hackney LCS Planning Application Boundary
- Planning Delivery Zone

NOTES

Client

Drawn by

London Borough of Hackney  
LCS Planning Application  
Boundary Plan  
Scale: 1:2500  
Date: January 2014  
For Approval



Project Title  
Legacy Communities Scheme

Drawn by  
LCS-PN/C4-App-REC-PAR-AC-33\*

N

FA CC





**Annex 5 – Existing Variations to the Original Agreement**

<b>Planning permission reference</b>	<b>Date of unilateral undertakings</b>	<b>Summary of Variations to the Original Agreement</b>	<b>Date of Bilateral Deed of Variation</b>
14/0035/AOD and 14/00036/VAR	11 August 2014	Variations to clause 2.3, 2.9A, 2.12, 4.1.6, and 22, the triggers for the bus contributions, family housing and affordable housing targets for PDZs 4 and 5 and site wide, new confidential appendix and consequential variations to the viability review schedule	At the date hereof not yet entered into
14/00461/NMA	4 September 2015	Variations to Schedule 8 in relation to the First Primary School	At the date hereof not yet entered into
16/00039/REM and 16/00066/NMA	27 May 2016	Variations to Schedule 8 in relation to the Second Primary School	At the date hereof not yet entered into
16/00035/FUL and 16/00197/NMA	27 January 2017	Variation in relation to the Secondary School	At the date hereof not yet entered into
17/00236/VAR and 18/00208/NMA	3 May 2018	Variation to Schedules 2, 3, 4, 6, 7, 11, 12 and 15, namely a reduction in transport contributions, affordable and family housing targets and the triggers for commencement of the provision of healthcare facilities, SNT and Community facilities, education facilities, non-potable water supply and consequential variations to the viability review schedule to reflect the slotting out of PDZ 1.2 and PDZ 2.	At the date hereof not yet entered into
18/00471/VAR and 18/00470/OUT	25 July 2019	Variations to Schedules 2, 3, 4, 6, 7, 12 and 15, namely a reduction in transport contributions, affordable and family housing targets and the triggers for the provision of healthcare facilities, SNT and Community facilities, education facilities and consequential variations to the viability review schedule to reflect the slotting in of the Stratford Waterfront development and the reduction in overall floor space of development as a result of the slotting out of PDZ1.1 and the remainder of PDZ1.2	At the date hereof not yet entered into
20/00197/NMA	11 May 2021	Variations in relation to the increase of floorspace for PDZs 4 and 5	At the date hereof not yet entered into
21/00561/VAR and 22/00146/NMA	13 April 2023	Variations to Schedules 2, 3, 4, 7, 8, 9 and 15 to reflect the slotting out of DP 8.1 and DP 8.4 (SPDZ 8B).	At the date hereof not yet entered into

22/00216/VAR and 22/00424/NMA	18 September 2023	Variations to Schedules 2, 3, 4, 5, 6, 7, 8, 9 and 15 to reflect the slotting out of DP 8.2 and DP 8.3 (SPDZ 8A).	At the date hereof not yet entered into
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