

DATED 21 November 2024

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) BELLWAY HOMES LIMITED

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**PLANNING OBLIGATION BY AGREEMENT**

**relating to land known as Legacy Wharf Phase 3,  
Barbers Road, London**

**Planning application reference 21/00460/FUL**

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## CONTENTS

	<b>Page</b>
1 INTERPRETATION	2
2 EFFECT OF THIS AGREEMENT	8
3 CONDITIONALITY	9
4 THE DEVELOPER'S COVENANTS WITH THE LPA	9
5 THE LPA'S COVENANTS WITH THE DEVELOPER	10
6 FINANCIAL CONTRIBUTIONS AND INDEXATION	10
7 NOTICES	11
8 SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	12
9 VERIFICATION AND ENFORCEMENT	12
10 DISPUTE RESOLUTION	12
11 NO WAIVER	13
12 DUTY TO ACT REASONABLY AND IN GOOD FAITH	13
13 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	13
14 LPA'S MONITORING COSTS	13
15 INTEREST	14
16 JURISDICTION AND LEGAL EFFECT	14
17 EXECUTION	14
SCHEDULE 1 - AFFORDABLE HOUSING	15
SCHEDULE 2 – VIABILITY REVIEW	25
SCHEDULE 3 – SUSTAINABLE TRANSPORT	37
SCHEDULE 4 - LOCAL EMPLOYMENT AND WORKSPACE	40
SCHEDULE 5 - ESTATE MANAGEMENT AND PUBLIC REALM	45
SCHEDULE 6 - TRAVEL PLAN	47
SCHEDULE 7 - DESIGN	51
SCHEDULE 8 - ENERGY AND SUSTAINABILITY	65
SCHEDULE 9 – CONSTRUCTION	70
APPENDIX 1 - PLANS	74
APPENDIX 2 - DRAFT PLANNING PERMISSION	80

THIS AGREEMENT is made on

21 November

2024

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN (the "**LPA**"); and
- (2) **BELLWAY HOMES LIMITED** (Company Registration No 00670176) of Woosington House, International Drive, Woosington, Newcastle Upon Tyne NE13 8BF (the "**Developer**")

**WHEREAS:**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to the London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer is the registered proprietor of the freehold interest that comprises the Site registered at the Land Registry with Title Number NGL47587.
- (C) The Developer's agent submitted the Planning Application to the LPA on 2 November 2021.
- (D) On 4 June 2024 the LPA resolved to grant the Planning Permission subject to the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

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

- |                             |   |
|-----------------------------|---|
| <b>"1990 Act"</b>           | means the Town and Country Planning Act 1990  |
| <b>"2011 Act"</b>           | means the Localism Act 2011   |
| <b>"Above Ground Works"</b> | means the carrying out of the Development pursuant to the Planning Permission above ground level but shall not include: <ol style="list-style-type: none"><li>(a) demolition works</li><li>(b) site clearance and preparation</li><li>(c) archaeological investigation</li><li>(d) investigations for the purposes of assessing contamination</li><li>(e) other ground and site surveying</li></ol> |

	(f) remediation works associated with contamination
<b>"Agreement"</b>	means this deed of agreement made pursuant to section 106 of the 1990 Act and other enabling powers
<b>"Anticipated Commencement Date"</b>	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
<b>"Building"</b>	means any building forming part of the Development
<b>"Building Cost Index"</b>	means the All-in Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
<b>"Commencement"</b>	<p>means beginning of the Development pursuant to the Planning Permission (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:</p> <p>(g) demolition works</p> <p>(h) site clearance and preparation</p> <p>(i) archaeological investigation</p> <p>(j) investigations for the purposes of assessing contamination</p> <p>(k) other ground and site surveying</p> <p>(l) construction of temporary access and temporary internal roads for construction purposes only</p> <p>(m) remediation works associated with contamination</p> <p>(n) erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security</p> <p>(o) provision of temporary accommodation reasonably required for construction purposes only</p> <p>and <b>"Commence"</b> and <b>"Commenced"</b> shall be construed accordingly</p>
<b>"Commencement Date"</b>	means the date upon which the Development is Commenced
<b>"Completion"</b>	means completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and <b>"Completed"</b> shall be construed accordingly
<b>"Comply"</b>	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and <b>"Compliance"</b> shall be construed accordingly
<b>"Council"</b>	means the London Borough of Newham

<b>"Detailed Phase"</b>	means the phase of the Development subject to the detailed element of the Planning Permission as shown shaded grey on the Phasing Plan
<b>"Development"</b>	means the development of the Site and all other operations and/or works authorised by the Planning Permission
<b>"Dispute"</b>	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
<b>"Expert"</b>	means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute
<b>"First Occupation"</b>	means first Occupation of the Development or any specified part thereof and <b>"First Occupied"</b> shall be construed accordingly
<b>"Highway Authority"</b>	means the London Borough of Newham in its capacity as highway authority for the area within which the Site is located and includes its successors to the functions of the highway authority
<b>"Index"</b>	means: <ul style="list-style-type: none"> <li>(a) the RPI in respect of the Monitoring Contribution; and</li> <li>(b) the Building Cost Index in respect of all other financial contributions</li> </ul>
<b>"Indexed"</b>	means in relation to any sum or value that it is to be increased in accordance with Clause 6.2
<b>"Interest"</b>	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
<b>"LLDC"</b>	means the London Legacy Development Corporation and its successors in functions but shall not include its successors in title
<b>"London Plan"</b>	means the London Plan (2021) or such updated version as is adopted from time to time
<b>"Monitoring Contribution"</b>	means the sum of £10,000 (ten thousand pounds sterling), which shall be used by the LPA towards the costs of monitoring compliance with this Agreement
<b>"Occupation"</b>	means beneficial occupation for any purpose for which Planning Permission has been granted in respect of the relevant Building, structure or part of the Site but not including occupation for the purposes of construction, security, fit out or marketing and <b>"Occupy"</b> and <b>"Occupier"</b> shall be construed accordingly
<b>"Outline Phase"</b>	means the phase of the Development subject to the outline element of the Planning Permission as shown shaded red on the Phasing Plan
<b>"Parties"</b>	means the parties to this Agreement and the word <b>"Party"</b> shall mean any one of them
<b>"Phase"</b>	means the Outline Phase and/or the Detailed Phase as applicable;

<b>"Phasing Plan"</b>	means the plan annexed to this Deed at Appendix 1 identified as the "Phasing Plan" with reference 16169_07_002 Rev P2 or such other plan as agreed between the parties in writing
<b>"Planning Application"</b>	<p>means the application for hybrid planning permission submitted to the LPA and given reference number 21/00460/FUL comprising:</p> <ul style="list-style-type: none"> <li>• Application for outline permission (all matters reserved) for the erection of 6-buildings ranging between six (6) to fourteen (14) storeys in height to provide: 238 residential homes, including affordable housing (Use Class C3), and flexible commercial floorspace (Use Class E), together with associated blue badge car and cycle parking, public open spaces, landscaping and infrastructure works; and</li> <li>• Detailed application for full planning permission for the demolition of the existing buildings and the erection of one building, extending to eight (8) and nine (9) storeys in height, to provide 105 residential homes (Use Class C3) and flexible commercial floorspace (Use Class E), together with associated car and cycle parking, public open space, landscaping, public realm improvements and infrastructure works</li> </ul>
<b>"Planning Permission"</b>	means the planning permission subject to conditions that may be granted by the LPA for the proposals within the Planning Application, a draft of which is contained in Appendix 2
<b>"Reasonable Endeavours"</b>	<p>means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected:</p> <ul style="list-style-type: none"> <li>(a) in the case of the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions, duties and purposes; and</li> <li>(b) in the case of the Developer, of a competent commercial developer in the context of the Development (or part of the Development)</li> </ul>
<b>"Reserved Matters"</b>	has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015
<b>"Reserved Matters Approval"</b>	means approval of Reserved Matters in respect of the Development
<b>"Residential Units"</b>	means units of residential accommodation constructed as part of the Development
<b>"RPI"</b>	means the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted for it or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer

<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
<b>"Section 73 Permission"</b>	planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application
<b>"Site"</b>	means the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan identified as the "Site Plan" attached at Appendix 1
<b>"Substantial Implementation"</b>	means: <ul style="list-style-type: none"> <li>(a) Commencement of Development has occurred;</li> <li>(b) the foundations of the Detailed Phase of the Development have been completed; and</li> <li>(c) construction of the Detailed Phase of the Development has been completed to first floor slab level</li> </ul>
<b>"Superstructure Works"</b>	means the construction of any one or more of the following parts of any Building in the relevant Phase, after its construction to first floor slab: <ul style="list-style-type: none"> <li>a) frame: load bearing framework</li> <li>b) upper floors: suspended floors, balconies, walkways and top landings</li> <li>c) roof: roof structure, roof coverings and roof drainage</li> <li>d) stairs and ramps: construction of ramps and stairs connecting floors at different levels</li> <li>e) external walls: construction of all the external enclosing walls, and windows, doors and openings in such external walls</li> </ul>
<b>"Utility Undertaker"</b>	means any provider of gas, electricity, energy water, sewage, heating, cooling, telecommunications services or another utility occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
<b>"Working Day"</b>	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive
<b>"Workspace"</b>	means the 1,752 sqm (GIA) of floorspace within the Development to be used as commercial floorspace as authorised by the 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 England as enacted at the date of this Agreement;
  - (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
  - (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to Clauses 2.6 and 2.7 references to the Developer include:
- (a) persons deriving title from the Developer; and
  - (b) the Developer's successors, assigns, transferees;
- 1.2.8 "**including**" means "**including without limitation**";
- 1.2.9 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.11 any obligation, covenant, undertaking or agreement by the Developer not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing; and
- 1.2.12 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the



Parties at reasonable intervals (not to exceed more than once every three months), within 10 Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s).

- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 The "**Agreement**" includes the Schedules and Recitals to this Agreement.
- 1.5 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate approval agreement or other consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 10 the findings of the Expert shall (save in relation to manifest error or fraud) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or agreement or other consent for the purposes of this Agreement.
- 1.8 Where in this Agreement reference is made to "meeting the needs of the Development" (or cognate or similar expressions are used), the expression shall be interpreted pursuant to the three tests set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

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

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the 2011 Act and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.6 and 2.7, the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act they are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the 2011 Act.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
  - 2.4.1 any Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
  - 2.4.2 individual tenants and occupiers of the Affordable Housing Units (as defined in Schedule 1) and their successors in title and mortgagees and chargees;
  - 2.4.3 individual owners and occupiers of the Open Market Housing Units (as defined in Schedule 1) and their successors in title and their individual mortgagees and chargees;

- 2.4.4 individual owners, occupiers or lessees of individual units of Workspace and their mortgagees and chargees;
- 2.4.5 any Affordable Housing Provider (as defined in Schedule 1) whose interest in the Site is limited to Affordable Housing Units save for the obligations as to use in paragraph 2 of the Schedule 1 which shall bind the Affordable Housing Provider and its successors subject to paragraph 5 of Schedule 1
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time which shall have the benefit of a charge or mortgage of or on any part or parts of the Site or against any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to Clause 2.11, other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to a Section 73 Application the covenants or provisions of this Agreement shall be deemed to bind the Section 73 Permission and to apply in equal terms to the Section 73 Permission save where the LPA in their determination of such a Section 73 Application indicate that consequential amendments are required to this Agreement to reflect the impact of the Section 73 Application and, in such circumstances, a separate deed pursuant to section 106 and/or section 106A of the 1990 Act will be required to secure relevant planning obligations relating to the new Section 73 Permission, and save where any such planning permission pursuant to section 73 of the 1990 Act is granted on appeal.

### **3. CONDITIONALITY**

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

save for the provisions of this Clause 3, Clauses 1, 2, 4.1.2, 4.1.3, 6, 9, and 11 to 17 which shall come into effect immediately upon completion of this Agreement.

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

- 4.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it shall:
- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each

and every of the obligations, covenants and undertakings on the part of the Developer and each and every of the obligations, covenants and undertakings relating to the construction, use and Occupation of the Development which are contained in this Agreement;

- 4.1.2 subject to clause 2.10, not encumber or otherwise deal with its interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
- 4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case; and
- 4.1.4 notify the LPA of the date upon which each of the following events occurs:
  - (a) the Commencement Date;
  - (b) First Occupation of each Phase of the Development;
  - (c) First Occupation of the Workspace; and
  - (d) Completion of the Development.

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

- 5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clause 5.5 the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.
- 5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) or its nominee such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 years of the date of receipt by the LPA of such payment together with interest.
- 5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 to 5.4 shall cease to apply in respect of those monies.
- 5.6 Prior to payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

## 6. FINANCIAL CONTRIBUTIONS AND INDEXATION

- 6.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.
- 6.2 Unless otherwise stated where any sum is referred to in this Agreement as being "Indexed" it will be

increased by reference to the amount of the quarterly increase in the Index from the date of the Planning Permission until the date such sums are paid or fall due (whichever is earlier).

## **7. NOTICES**

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

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

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

7.1.3 if sent by email, at the time of sending of the email.

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

### **LPA:**

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

For the attention of: Anthony Hollingsworth

Email address: [AnthonyHollingsworth@londonlegacy.co.uk](mailto:AnthonyHollingsworth@londonlegacy.co.uk)

### **Developer:**

Address: Bellway House  
Anchor Boulevard  
Crossways Business Park

Dartford

Kent

DA2 6QH

For the attention of: Harrison Thomas

Email address: Harrison.Thomas@Bellway.co.uk

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

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

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

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

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

## **9. VERIFICATION AND ENFORCEMENT**

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

## **10. DISPUTE RESOLUTION**

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

10.2 The Notice must specify:

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

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

10.2.3 the proposed Expert.

- 10.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 10.7 provides otherwise) to nominate the Expert at their joint expense.
- 10.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error or fraud) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 10.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (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.
- 10.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- 10.7.1 where the Dispute relates to Schedule 3 (Sustainable Transport), the President of the Chartered Institute of Highways and Transportation;
- 10.7.2 where the Dispute relates to Schedule 2 (Viability Review), the President of the Royal Institute of Chartered Surveyors; and
- 10.7.3 where the Dispute relates to any other matter (unless specified otherwise in this Agreement), the President of the Law Society.

## **11. NO WAIVER**

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

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

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

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

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

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

- 14.1 The Developer agrees that it will on completion of this Agreement pay the LPA's reasonable and proper external legal costs incurred in the negotiation and completion of this Agreement.
- 14.2 The Developer agrees that it will pay 50% (fifty percent) of the Monitoring Contribution to the LPA prior to Commencement of Development, and the other 50% (fifty percent) of the Monitoring Contribution prior to Substantial Implementation.

**15. INTEREST**

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

**16. JURISDICTION AND LEGAL EFFECT**

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

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

**17. EXECUTION**

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

## SCHEDULE 1

### AFFORDABLE HOUSING

#### DEFINITIONS

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

<b>"Affordable Housing"</b>	means affordable housing including Affordable Rented Housing and Intermediate Housing as defined in the Annex to the National Planning Policy Framework as in force at the date of this Agreement (together with any additional affordable housing tenures as may be contained in any updated or replacement policy from time to time)
<b>"Affordable Housing Contract"</b>	means a contract between the Developer and the Affordable Housing Provider for the construction and transfer of a freehold or long leasehold interest in those Affordable Housing Units to the Affordable Housing Provider
<b>"Affordable Housing Management Scheme"</b>	means a scheme specifying details of the management, maintenance and servicing arrangements for the Affordable Housing Units
<b>"Affordable Housing Provider"</b>	means a provider of Affordable Housing to be either nominated or approved by the LPA (such approval not to be unreasonably withheld or delayed)
<b>"Affordable Housing Tenure Split"</b>	means:  (a) a minimum of 59.32% (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing; and  (b) no more than 40.68% (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing
<b>"Affordable Housing Units"</b>	means the Baseline Affordable Housing and any Additional Affordable Housing (as defined in Schedule 3 of this Agreement)
<b>"Affordable Rented Housing"</b>	means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80% (eighty per cent) of local market rents and which includes London Affordable Rented Housing;
<b>"Baseline Affordable Housing"</b>	means a minimum of 23% by Habitable Room of the Residential Units, to be provided as Affordable Housing and <b>"Baseline Affordable Housing Units"</b> shall be construed accordingly
<b>"Charge"</b>	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee
<b>"Chargee"</b>	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
<b>"Date of Deemed"</b>	means, in each instance where a Chargee has served a Default Notice



<b>Service"</b>	<p>under paragraph 5.2.1 of this Schedule 1:</p> <p>(a) in the case of service by delivery by hand of the Default Notice to the LPA's offices at the address specified in Clause 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time), the date on which the Default Notice is so delivered; or</p> <p>(b) in the case of service by using first class registered post to the LPA's offices at the address specified in Clause 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time), the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the LPA (by Royal Mail proof of delivery or otherwise)</p>
<b>"Default Notice"</b>	means a notice in writing served on the LPA by the Chargee under paragraph 5.2.1 of this Schedule 1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Unit(s)
<b>"Detailed Phase Affordable Housing Plan"</b>	means the plan identified as the "Detailed Phase Affordable Housing Plan" at Appendix 1 showing the location of the Affordable Housing Units in the Detailed Phase as the same may be amended from time to time with the prior written approval of the LPA
<b>"Eligibility Criteria"</b>	means the household has a maximum income of £90,000.00 (ninety thousand pound) or such other maximum income as may be specified in the London Plan (as updated in the Annual Monitoring Report) (or where paragraphs 4.2 and 4.3 of this Schedule apply, a maximum annual income as set out in those paragraphs)
<b>"Fit Out Works"</b>	means works comprised in the Development beyond Shell and Core
<b>"GLA"</b>	means the Greater London Authority in its capacity as strategic planning authority for Greater London or any successor in statutory function
<b>"Habitable Room"</b>	means any room used or intended to be used for sleeping, cooking, living or eating purposes and excluding bathrooms, toilets, corridors, service areas, laundries, hallways and utility areas
<b>"Intention Notice"</b>	means a notice in writing served on the Chargee by the LPA under paragraph 5.3 of this Schedule that the LPA is minded to purchase the relevant Affordable Housing Unit(s)
<b>"Intermediate Housing"</b>	means sub-market housing which is above guideline target rents as determined through the National Rent Regime but below open market levels and which housing includes London Shared Ownership Housing provided always that such schemes meet the affordability criteria referred to in the London Plan
<b>"London Affordable Rented Housing"</b>	<p>means rented housing provided by an Affordable Housing Provider that is required to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:</p> <p>(a) including Service Charges, up to 80% of local market rents and</p> <p>(b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's</p>

Funding Guidance or, where these benchmark rents are no longer published, updated in line with the social housing rent-setting guidance published by the Regulator of Social Housing

<b>"London Affordable Rented Housing Units"</b>	means the Affordable Housing Units to be made available for London Affordable Rented Housing in accordance with this Agreement
<b>"London Plan Annual Monitoring Report"</b>	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
<b>"London Shared Ownership Housing"</b>	means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease
<b>"London Shared Ownership Housing Units"</b>	means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with this Agreement
<b>"London Shared Ownership Lease"</b>	means the lease of a London Shared Ownership Housing Unit and <b>"London Shared Ownership Lessee"</b> shall be construed accordingly
<b>"Lower Income Cap Units"</b>	means the London Shared Ownership Units to be targeted to households with annual incomes as set out in paragraph 6.2.1 of this Schedule or less
<b>"Mayor's Funding Guidance"</b>	means "Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance" published by the Mayor of London in November 2020 or any update or replacement guidance
<b>"Model Form of Lease"</b>	means the model forms of lease for shared ownership housing set out in the GLA's Capital Funding Guide from time to time
<b>"Moratorium Period"</b>	means, in each instance where a Chargee has served a Default Notice under paragraph 5.2.1 of this Schedule 1, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)
<b>"National Rent Regime"</b>	means the regime under which the social rents of tenants of social housing are set, with particular reference to the MHCLG Rent Standard 2020 (as the same may be amended or superseded)
<b>"Open Market Housing Units"</b>	means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units
<b>"Option"</b>	means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 5.4 of this Schedule for the purchase of the Affordable Housing Unit(s)
<b>"Perpetuity"</b>	means a minimum term of one hundred and twenty five (125) years from the date of First Occupation of an Affordable Housing Unit or the lifetime of the Development if shorter
<b>"Regulator of Social Housing"</b>	means the executive non-departmental public body which undertakes economic regulation of registered providers of social housing or such

successor body to whom such function is transferred from time to time

<b>"Rents and Nominations Agreement"</b>	means the Council's standard rents and nominations agreement
<b>"RTA Purchaser"</b>	means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes
<b>"Service Charges"</b>	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit (as applicable)
<b>"Shell and Core"</b>	means constructed to shell and core finish (as that expression is understood in the commercial development industry) and not fitted out, decorated or furnished
<b>"Social Rented Housing"</b>	means the Affordable Housing for which guideline target rents are determined through the National Rent Regime
<b>"Staircasing"</b>	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% equity
<b>"Sums Due"</b>	means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
<b>"Wheelchair Units"</b>	means Residential Units which are to be constructed and fitted out in compliance with requirement M4(3) under Part M (Category 3) of Schedule 1 to the Building Regulations 2010 (as detailed in Approved Document M) and British Standard:8300 pursuant to the Planning Permission
<b>"Wheelchair Affordable Units"</b>	means 11 London Affordable Rented Housing Units and 1 London Shared Ownership Housing Unit which are to be provided as Wheelchair Units;

## **1. BASELINE AFFORDABLE HOUSING**

- 1.1 The Development shall provide no less than the Baseline Affordable Housing in accordance with the Affordable Housing Tenure Split.
- 1.2 The Developer shall not Occupy more than 50% of the Open Market Housing Units within the Detailed Phase until 75% of the Affordable Housing Units have been completed and are ready for Occupation.
- 1.3 The Developer shall not Occupy more than 75% of the Open Market Housing Units within the Detailed Phase until 100% of the Affordable Housing Units have been completed and are ready for Occupation.

## **2. USE AS AFFORDABLE HOUSING**

Save for the specified exclusions within paragraph 5 of this Schedule, the Developer covenants not to Occupy the Affordable Housing Units for any purpose other than as Affordable Housing in Perpetuity.

### 3. AFFORDABLE HOUSING PROVIDER

3.1 Prior to the Commencement of the Detailed Phase, the Developer shall submit to the LPA and obtain its approval (such approval not to be unreasonably withheld or delayed) of the proposed Affordable Housing Providers.

3.2 The Developer will:-

3.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract with the approved Affordable Housing Provider in respect of the Affordable Housing Units to be provided in the Detailed Phase; and

3.2.2 notify the LPA within 10 (ten) Working Days of entering into an Affordable Housing Contract.

### 4. DETAILED PHASE AFFORDABLE HOUSING

4.1 The Affordable Housing Units in the Detailed Phase shall comprise the following unit size mix:-

	Studio	1 bed	2 bed	3 bed	Total	Proportion of total (based on Habitable Rooms)
London Affordable Rented Housing Units	0	21	14	14	49	59.68%
London Shared Ownership Housing Units	0	15	14	6	35	40.32%
Total	0	36	28	20	84	100%

4.2 The Affordable Housing Units in the Detailed Phase shall be provided in the agreed locations shown on the Detailed Phase Affordable Housing Plan.

### 5. EXCLUSION OF LIABILITY

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

5.1.1 any RTA Purchaser or their mortgagees or successors;

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

5.1.3 any London Shared Ownership Housing Unit where the London Shared Ownership Lessee

- has acquired 100% of the equity in such unit through Staircasing, or their successors; or
- 5.1.4 any Chargee (subject to the provisions of paragraph 5.2).
- 5.2 In order to benefit from the protection granted by paragraph 5.1.4, a Chargee must:
- 5.2.1 serve a Default Notice on the LPA pursuant to the requirements of Clause 7 addressed to the Director of Planning Policy and Decisions of the LPA prior to seeking to dispose of the relevant Affordable Housing Units;
- 5.2.2 when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant Affordable Housing Units; and
- 5.2.3 subject to paragraph 5.7, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 5.4.
- 5.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the LPA may serve an Intention Notice on the Chargee.
- 5.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will grant the LPA (and/or the LPA's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
- 5.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- 5.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 5.5.2 or determined in accordance with paragraph 5.6;
- 5.4.3 provided that the purchase price has been agreed in accordance with paragraph 5.5.2 or determined in accordance with paragraph 5.6, but subject to paragraph 5.4.4, the LPA (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- 5.4.4 the Option will expire upon the earlier of (i) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- 5.4.5 any other terms agreed between the parties to the Option (acting reasonably).
- 5.5 Following the service of the Intention Notice:
- 5.5.1 the Chargee shall use Reasonable Endeavours to reply to enquiries raised by the LPA (or its nominated substitute Affordable Housing Provider) in relation to the relevant Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- 5.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use Reasonable Endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 1; and
- (b) (unless otherwise agreed in writing between the LPA (or its nominated substitute

Affordable Housing Provider) and the Chargee) the Sums Due.

5.6 On the date falling 10 Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 5.5.2(a) above:

5.6.1 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use Reasonable Endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

5.6.2 if, on the date falling 15 Working Days after service of the Intention Notice, the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

5.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 5.5.2(a), due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;

5.6.4 the independent surveyor shall act as an expert and not as an arbitrator;

5.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;

5.6.6 the independent surveyor shall make his/her decision and notify the LPA, the LPA's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and

5.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

5.7 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule 1 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

5.7.1 the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

5.7.2 the LPA (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or

5.7.3 the LPA (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

5.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 5.2 to 5.7 (inclusive).

## **6. LONDON SHARED OWNERSHIP UNITS**

6.1 Subject to paragraphs 6.2 and 6.3 below, the cost of rent and/or mortgage payments and Service Charges and estate charges in relation to the London Shared Ownership Housing Units shall not exceed the general affordability criteria for London Shared Ownership Housing published by the GLA from time to time in the London Plan (and updated in the London Plan Annual Monitoring Report) and it is acknowledged that at the date of this Agreement the applicable income threshold is £90,000.00 (ninety thousand pounds) per annum.

6.2 Prior to the disposal or First Occupation of any Lower Income Cap Unit, the Developer shall submit and obtain the approval of the LPA to a scheme containing the following information relating to the Lower Income Cap Units:-

6.2.1 details of rent and/or mortgage payments and service and estate charges in relation to:-

- (a) 25 (twenty-five)% of the London Shared Ownership Units will be affordable to households with annual incomes of £55,000.00 (fifty thousand pounds) or less;
- (b) 25 (twenty-five)% of the London Shared Ownership Units will be affordable to households with annual incomes of £60,000.00 (sixty thousand pounds) or less;
- (c) 50 (fifty)% of the London Shared Ownership Units will be affordable to households with annual incomes of up to £75,000.00 (seventy five thousand pounds); and

6.2.2 details of how the Lower Income Cap Units will be marketed to households with annual incomes as set out at paragraph 6.2.1.

6.3 For a period commencing no later than the Completion of each Lower Income Cap Unit until the end of the period of 3 (three) months from the date of Completion of the relevant Lower Income Cap Unit, the Developer shall:

6.3.1 market the Lower Income Cap units in accordance with the details approved pursuant to paragraph 6.2.2 above; and

6.3.2 use Reasonable Endeavours to dispose of the Lower Income Cap Unit to a household with annual incomes as set out in paragraph 6.2.1 above in accordance with the scheme approved pursuant to paragraph 6.2 above

PROVIDED THAT if at the end of such period the relevant Lower Income Cap Unit is not the subject of an accepted offer to purchase by a household with annual incomes as set out at paragraph 6.2.1 above:-

6.3.3 the Developer shall submit a written report to the LPA detailing the steps it has taken to fulfil its Reasonable Endeavours obligation under paragraph 6.3.2 above; and

6.3.4 the Lower Income Cap Unit may thereafter be disposed of pursuant to paragraph 6.1 above.

## **7. WHEELCHAIR UNITS**

7.1 The Developer shall provide not less than 17 Wheelchair Units in the Detailed Phase, and not less than 10% of Residential Units in the Development as Wheelchair Units.

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

7.3 The Wheelchair Affordable Units shall be provided in the locations approved pursuant to paragraph 7.2 above.

7.4 The Developer shall: -

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

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

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

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

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

- 7.5.1 actively market the unit as a Wheelchair Affordable Unit;
- 7.5.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Unit to a household which includes a wheelchair user and which meets the Eligibility Criteria, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 7.5.3 below; and
- 7.5.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user which meets the Eligibility Criteria, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraphs 7.5.1 and 7.5.2 above) and shall, at the LPA's request, meet with the LPA and/or the Council to discuss a strategy for the future marketing of the Wheelchair Affordable Units but for the avoidance of doubt if the LPA does not request a meeting within 20 (twenty) Working Days of receipt of a report, it shall be deemed that no meeting is required.

## 8. GENERAL

8.1 The Developer shall ensure that:-

- 8.1.1 the design, construction and layout of the Affordable Housing Units meets the London Mayor's Housing Standards LPG (June 2023) (or any subsequent document superseding the same);
- 8.1.2 the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to:-
  - (a) deliver a duly executed Rents and Nominations Agreement to the Council within 6 (six) months of date of the Affordable Housing Contract; and
  - (b) advertise and allocate the London Shared Ownership Housing Units via the GLA's London-wide First Steps platform.

8.2 No Affordable Housing Unit shall be Occupied until an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and thereafter:-

- 8.2.1 the Affordable Housing Management Scheme shall be implemented; and
- 8.2.2 the Affordable Housing Units shall not be Occupied or managed (including the levying of Service Charges and any estate or other charges) other than in accordance with the approved Affordable Housing Management Scheme.

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

8.4 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be



observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

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

## SCHEDULE 2

### VIABILITY REVIEW

#### DEFINITIONS

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

- "Actual Build Costs"** means the actual build costs comprising demolition, construction and external works of the Development incurred at the relevant Review Date supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:-
- (a) details of payments made or agreed to be paid in the relevant building contract;
  - (b) receipted invoices;
  - (c) costs certified by the Developer's quantity surveyor, costs consultant or agent
- and build costs (except where the Developer is also the contractor) exclude all internal costs of the Developer including but not limited to:
- (a) project management costs;
  - (b) overheads and administration expenses;
  - (c) professional, finance, legal and marketing costs
- to be assessed by the LPA
- "Additional Affordable Housing"** means Affordable Housing to be provided as part of the Development in addition to the Baseline Affordable Housing Units pursuant to the terms of this Schedule and which shall be subject to the Affordable Housing Cap
- "Additional Affordable Housing Scheme"** means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review concludes that Additional Affordable Housing is capable of being provided within the Development and which:-
- (a) confirms which previously intended Open Market Housing Units are to be converted into Additional Affordable Housing Units;
  - (b) shows the location, size and internal layout of each of the Additional Affordable Housing Units with reference to plans and drawings approved as part of the Planning Permission;
  - (c) provides an indicative timetable for construction and delivery of any Additional Affordable Housing Units; and
  - (d) identifies any Partial Unit Contribution
- "Additional Affordable Housing"** means the previously intended Open Market Housing Units

<b>Housing Units"</b>	to be converted to Social Rented Housing or Intermediate Housing pursuant to any Additional Affordable Housing Scheme approved under this Schedule;
<b>"Affordable Housing Cap"</b>	means the Developer shall not in any circumstances be required to provide more than 50% (fifty per cent) of the Residential Units provided as Affordable Housing Units in a 60% (sixty per cent) London Affordable Rented Housing / 40% (forty per cent) London Shared Ownership Housing tenure split or the equivalent thereof including any Partial Unit Contribution and/or Late Stage Review Contribution (as applicable)
<b>"Application Stage Build Costs"</b>	means the costs of demolition, construction, external works and assumed contingency agreed at the time of the Planning Application being £97,290,985 (ninety-seven million, two hundred and ninety thousand, nine hundred and eighty five pounds)
<b>"Application Stage GDV"</b>	means the estimated gross development value agreed at the time of the Planning Application being £152,504,009 (one hundred and fifty two million, five hundred and four thousand and nine pounds)
<b>"Average Affordable Housing Unit Value"</b>	means the average value of Affordable Housing Unit floorspace per square metre within the Development at the Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV to be assessed by the LPA <b>PROVIDED THAT</b> where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant transaction had been at Open Market Value
<b>"Average Open Market Housing Unit Value"</b>	means the average value of Open Market Housing Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and Estimated GDV to be assessed by the LPA <b>PROVIDED THAT</b> where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor
<b>"Baseline Affordable Housing Units"</b>	means as defined in Schedule 1;
<b>"Challenge Free Date"</b>	means the date upon which the judicial review or statutory challenge period in respect of the Planning Permission expired without a challenge being made or, in the event that a challenge is made, the final determination of the relevant court proceedings resulting in the validity of the Planning

		Permission
<b>"Component(s) Development"</b>	<b>of</b>	means a part of the Development including but not limited to:- <ul style="list-style-type: none"> <li>(a) Open Market Housing Units;</li> <li>(b) Affordable Housing Units;</li> <li>(c) Workspace;</li> <li>(d) any other floorspace;</li> <li>(e) property;</li> <li>(f) land;</li> <li>(g) any other component at the Development</li> </ul>
<b>"Development Information"</b>	<b>Viability</b>	means the following information:- <ul style="list-style-type: none"> <li>(a) Review Stage GDV;</li> <li>(b) Estimated GDV;</li> <li>(c) Average Open Market Housing Unit Value;</li> <li>(d) Average Affordable Housing Unit Value;</li> <li>(e) Actual Build Costs;</li> <li>(f) Estimated Build Costs;</li> </ul> <p>and including in each case supporting evidence to the LPA's reasonable satisfaction</p>
<b>"Early Stage Review"</b>		means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 3 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development
<b>"Early Stage Submission"</b>	<b>Review</b>	means the following information to be submitted by the Developer to the LPA on an open book basis:- <ul style="list-style-type: none"> <li>(a) the applicable Development Viability Information;</li> <li>(b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 3 thereby confirming whether, in the Developer's view, any Additional Affordable Housing can be provided; and</li> <li>(c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme</li> </ul>

**"Estimated Build Costs"** means the estimated build costs of Development remaining to be incurred at the relevant Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant including construction and external works and which take into account the Actual Build Costs to be assessed by the LPA

**"Estimated GDV"** means the estimated Open Market Value of all the remaining Components of Development not disposed of at the relevant Review Date based on the relevant information used to assess the Review Stage GDV together with detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

**"Formula 1"** means the following formula to be applied at the Early Stage Review for determining surplus profit available for Additional Affordable Housing:-

X = Surplus profit available for Additional Affordable Housing

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

A = Updated GDV (£)

B = Application Stage GDV (£)

C = Updated Build Costs (£)

D = Application Stage Build Costs (£)

P = (A - B) \* Y; Developer profit on change in GDV (£)

Y = Target Return

**"Formula 2"** means the following formula for determining surplus profit available for Additional Affordable Housing to be applied at the Late Stage Review:-

X = Surplus profit available for Additional Affordable Housing

$$X = ((A - B) - (C - D) - P) \times 0.6$$

A = Updated GDV (£)

B = Application Stage GDV (£)

C = Updated Build Costs (£)

D = Application Stage Build Costs (£)

P = (A - B) \* Y; Developer profit on change in GDV (£)

Y = Target Return

**"Formula 3"**

means the following formula for determining the amount of Additional Affordable Housing Units where the application of Formula 1 identifies a surplus profit:-

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

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

Y = Additional Affordable Housing requirement (Intermediate Housing) (Habitable Rooms)

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

A = Average value of Open Market Housing Units per m<sup>2</sup> (£)

B = Average value of Affordable Rented Housing per m<sup>2</sup> (£)

C = Average value of Intermediate Housing per m<sup>2</sup> (£)

D = Average Habitable Room size for Development (m<sup>2</sup>)

E = Surplus profit available for Additional Affordable Housing Units (as determined applying Formula 1) (£)

F = 60%

G = 40%

**"Habitable Room"**

means as defined in Schedule 1

**"Late Stage Review"**

means the upwards only review of the financial viability of the Development at the Late Stage Review Date applying Formula 2 and Formula 3 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development and/or a Late Stage Review Contribution is payable and which shall be subject to the Affordable Housing Cap

**"Late Stage Review Contribution"**

means a financial contribution for the provision of off-site Affordable Housing in the LPA's administrative area the precise value of which shall be calculated in accordance with Formula 2 and which shall be subject to the Affordable Housing Cap

**"Late Stage Review Date"**

means the date at which 75% (seventy five per cent) of the Open Market Housing Units in the Development are sold

**"Late Stage Review Submission"**

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

- (a) the Development Viability Information;
- (b) a written statement that applies the applicable Development Viability Information to Formula 2 thereby confirming whether in the Developer's view

any Late Stage Review Contribution can be provided

**"Memorandum"**

means a memorandum made in accordance with paragraph 6 of this Schedule

**"Non-Open Market Value"**

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

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

**PROVIDED ALWAYS** that where bulk sales of more than one units are concluded in the ordinary course of business it shall be taken into account that such units are comprised in a bulk sale and that discounts are commonly agreed in bulk sale transactions and they shall not be treated as Non-Open Market Value simply by virtue of the individual unit price being lower than if a comparable unit had been sold individually outside of a bulk sale transaction

**"Open Market Value"**

means the best price at which the disposal (being sale or lease or other form of disposal as the case may be and all leasehold interests in the Development shall be for a term of not less than 125 (one hundred and twenty five) years (unless a shorter term of years has been agreed beforehand

in writing with the LPA)) and such relevant interest (which may comprise one or more units) would have been completed unconditionally for cash consideration at the valuation date at the time of the disposal assuming:-

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

and excluding Non-Open Market Value

**"Partial Unit Contribution"** means a financial contribution towards Affordable Housing in the LPA's administrative area payable where a Viability Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing Units or cannot deliver a complete number of Additional Affordable Housing Units pursuant to Formula 3 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 3)

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

**"Review Date"** means any of the Revised Substantial Implementation Date and the Late Stage Review Date (as applicable)

**"Review Stage GDV"** means the:-

- (a) value of all monies received from any disposal (whether freehold or long leasehold) of a Component of Development prior to the relevant Review Date; and
- (b) Open Market Value of any Component of Development that is the subject of an assured shorthold tenancy agreement or any short term let

and which takes account of Public Subsidy and any Development related income from any other sources to be assessed by the LPA

**"Revised Substantial Implementation Date"** means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date PROVIDED THAT such period may be extended in



accordance with paragraph 7 of Schedule 2;

<b>"RICS Valuation Standards"</b>	means the Royal Institution of Chartered Surveyors Valuation Standards (January 2022) or any successor documents that may be subsequently published
<b>"Substantial Implementation Long Stop Date"</b>	means the date 24 (twenty four) months from the Challenge Free Date
<b>"Target Return"</b>	means the developer profit on Application Stage GDV of 16.46% (sixteen point forty six per cent) comprising a blended rate based on 17.5% (seventeen point five per cent) on Open Market Housing Units and 15% (fifteen per cent) on Workspace and 6% (six per cent) on Affordable Housing Units to be assessed on the relevant Review Date
<b>"Updated Build Costs"</b>	means the sum of:-  (a) Actual Build Costs; and  (b) Estimated Build Costs;
<b>"Updated GDV"</b>	means the sum of:-  (a) Estimated GDV; and  (b) Review Stage GDV
<b>"Viability Reviews"</b>	means any and all of the Early Stage Review and the Late Stage Review
<b>"Viability Review Submissions"</b>	means any and all of the Early Stage Review Submission and the Late Stage Review Submission

## **1 ESTABLISHING SUBSTANTIAL IMPLEMENTATION**

- 1.1 The Developer shall notify the LPA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 1.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation **PROVIDED ALWAYS THAT:-**
- 1.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
- 1.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
- 1.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 1.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 (twenty) Working Days of receiving notice pursuant to paragraph 1.1 above and thereafter provide

written confirmation to the Developer within 20 (twenty) Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.

- 1.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 10.

## **2 EARLY STAGE REVIEW**

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

2.1.1 not undertake any further works beyond Substantial Implementation until the Early Stage Review has been undertaken and agreed between the Developer and the LPA as or determined by the Expert in accordance with the relevant provisions of this Schedule and Clause 10;

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

2.1.3 submit the Early Stage Review Submission to the LPA prior to but not more than 40 (forty) Working Days before the Revised Substantial Implementation Date.

## **3 LATE STAGE REVIEW**

- 3.1 The Developer shall notify the LPA in writing within 5 (five) Working Days of the occurrence of the Late Stage Review Date.

- 3.2 Not more than 75% (seventy five per cent) of the Open Market Housing Units shall be Occupied unless and until the Late Stage Review has been undertaken and agreed between the Developer and the LPA or determined by the Expert in accordance with the relevant provisions of this Schedule and Clause 10 but where in the case of any conflict, this Schedule shall prevail.

- 3.3 The Developer shall submit the Late Stage Review Submission to the LPA within 20 (twenty) Working Days of the Late Stage Review Date.

## **4 VIABILITY REVIEWS**

- 4.1 The Developer shall give the LPA not less than 10 (ten) Working Days' advance written notice of the date on which any Viability Review Submission is intended to be submitted and no Viability Review Submission shall be submitted until 10 (ten) Working Days following the giving of such advance written notice.

- 4.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Developer:-

4.2.1 its reasonable and properly incurred internal costs (including officer time); and

4.2.2 its reasonable and properly incurred external surveying and legal costs

incurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Developer will pay such costs within 20 (twenty) Working Days of receipt of a written request for payment.

- 4.3 Upon receipt of a Viability Review Submission:-

4.3.1 in the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the

LPA (as applicable) has all the information it reasonably requires, provided that any such request from the LPA is within 10 (ten) Working Days of receipt of a Viability Review Submission;

4.3.2 within 10 (ten) Working Days of receipt the LPA shall confirm in writing to the Developer when it has received a valid and complete Viability Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 4.3 **PROVIDED THAT** seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for not completing any other process required by this paragraph if it can be completed without the information requested;

4.3.3 for a period not exceeding 30 (thirty) Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA, both acting reasonably and in good faith, may review and seek to reach an agreed position on the matters set out in the Viability Review Submission and, where agreed between them, this may result in revisions to the Viability Review Submission;

4.3.4 Within 40 (forty) Working Days of the Validation Date, the LPA shall confirm in writing that:-

- (a) it rejects (with reasons) the conclusions of the Viability Review Submission ("**Non-Acceptance Notice**"); or
- (b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Housing; or
- (c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and (if applicable) the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 6 below.

4.4 In the event that pursuant to paragraph 4.3 above, the Developer and the LPA have not agreed the Viability Review Submission either of them shall be entitled to refer the matter to the Expert for determination and each shall use its reasonable endeavours to do so within 20 (twenty) Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

4.5 Unless otherwise agreed between the LPA and the Developer or required by the Expert, each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence representations to the Expert in respect of the Viability Review Submission, and for the avoidance of doubt the LPA and the Developer shall have the right to submit counter-representations.

4.6 In addition to the matters specified in paragraph 4.5 above, in making his determination the Expert shall have regard to:-

4.6.1 all relevant material submitted to him by the LPA and the Developer;

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

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

4.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Expert, the Expert shall be appointed on the basis that, if he determines that there is surplus profit to apply towards the provision of Additional Affordable Housing following an Early Stage Review, his decision shall include an Additional Affordable Housing Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 6 below.

**5 DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING FOLLOWING AN EARLY STAGE REVIEW AND PAYMENT OF LATE STAGE REVIEW CONTRIBUTION FOLLOWING A LATE STAGE REVIEW**

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

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

5.1.2 provide such Additional Affordable Housing in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Expert and make it available for Occupation; and

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

5.2 The Developer shall not Occupy more than 75% (seventy five per cent) of the Open Market Housing Units (or such later date as may be agreed with the LPA pursuant to paragraph 5.1) unless and until:-

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

5.2.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been fully paid to the LPA in cleared funds.

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

5.3.1 the Developer shall pay the Late Stage Review Contribution to the LPA within 10 (ten) Working Days of such agreement or determination; and

5.3.2 the Developer shall not Occupy more than 75% (seventy five per cent) (or such later date as may be agreed with the LPA) of the Open Market Housing Units until the Late Stage Review Contribution has been paid in full to the LPA.

**6 MEMORANDUM**

6.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Expert determining an Additional Affordable Housing Scheme) in relation to an Early Stage Review, the Developer and the LPA shall record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

6.2 The LPA and the Developer agree that upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:-

*"The Parties have agreed the details of the Additional Affordable Housing Scheme by way of a signed Memorandum between the LPA and the Developer dated 20".*

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

6.3.1 the number of Additional Affordable Housing Units shall be included within the definition of Affordable Housing Units;

6.3.2 the number of Open Market Housing Units shall be reduced by the corresponding number of Additional Affordable Housing Units; and

6.3.3 the obligations in Schedule 1 (save for paragraph 1) shall apply to the Additional Affordable Housing to be provided within the Development and shall be construed such that any reference to "**Affordable Housing Units**" shall include the corresponding number of "Additional Affordable Housing" units to be provided within the Development.

## SCHEDULE 3

### SUSTAINABLE TRANSPORT

#### DEFINITIONS

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

<b>"Blue Badge"</b>	means parking provision for any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 (as amended) or any superseding legislation
<b>"Car Club"</b>	means a car club which residents of the Development may join and which will make cars available for hire to members in accordance with the provisions of this Schedule 3
<b>"Car Club Space"</b>	means 1 (one) car club/van share parking space within or in the vicinity of the Development in a location to be agreed with the LPA
<b>"Construction Transport Management Group"</b>	means the existing group established under the legacy communities scheme to discuss coordination of operational construction management and logistics interfaces between contractors and development zones and including any successor group established in the event that the group existing on the date of this Agreement ceases to meet or is dissolved
<b>"Cycle Hire Docking Station Contribution"</b>	means the sum of £120,000 (one hundred and twenty thousand pounds) (Indexed) to be paid to the LPA towards the delivery of a new cycle hire docking station at Pudding Mill Lane DLR station
<b>"Highway Agreement"</b>	means an agreement under section 278 and/or section 38 of the Highways Act 1980
<b>"Highway Works"</b>	means (unless otherwise agreed with the LPA and the Highway Authority) works comprising: <ul style="list-style-type: none"><li>(a) provision of vehicular access onto Barbers Road as shown hatched red on the Highway Works Plan;</li><li>(b) provision of loading bays as shown hatched pink on the Highway Works Plan;</li><li>(c) removal of footway and provision of carriageway as shown hatched light blue on the Highway Works Plan;</li><li>(d) footway improvements as shown shaded blue on the Highway Works Plan;</li><li>(e) provision of 12 Blue Badge parking spaces shown hatched amber on the Highway Works Plan; and</li><li>(f) such other highway improvement works considered necessary by the Highway Authority to improve safety along Cook's Road and Barbers Road as a result of the Development</li></ul>

<b>"Highway Works Plan"</b>	means the plan attached hereto at Appendix 1 identified as the "Highway Works Plan"
<b>"Marshgate Lane Bridge Contribution"</b>	means the sum of £40,000 (forty thousand pounds) (Indexed) to be used by the LPA towards the delivery of the Marshgate Lane bridge including feasibility works
<b>"Parking Restriction Contribution"</b>	means £2,000 (two thousand pounds) (Indexed) to be paid to the LPA towards administration of its records of parking permit restrictions
<b>"Pudding Mill Masterplan Landowner"</b>	means the London Legacy Development Corporation and shall include any successor corporation
<b>"Pudding Mill Lane Masterplan Site"</b>	means the site subject to planning permission reference 21/00574/OUT
<b>"Starter Pack"</b>	means a code or voucher to the value of £50 for use by residents of the Development towards Car Club hire costs
<b>"Wayfinding Contribution"</b>	means £15,000 (fifteen thousand pounds) (Indexed) to be used by the LPA towards the Legible London wayfinding scheme operated by Transport for London

## 1. CAR CLUB

- 1.1 The Developer shall use Reasonable Endeavours to procure at its own cost and provide the Car Club Space and demarcate it as "Car club/van share parking only" prior to First Occupation of any Residential Units.
- 1.2 The Developer shall:
- 1.2.1 use Reasonable Endeavours to procure a Car Club operator to operate a Car Club vehicle in the Car Club Space as soon as reasonably practicable following First Occupation of any Residential Units;
  - 1.2.2 provide the first households to Occupy each Residential Unit with free membership for a period of 36 months for the use of the Car Club referred to in paragraph 1.2.1 and/or another Car Club in the vicinity of the Development; and
  - 1.2.3 subject to agreement with the Car Club operator, provide the first household to Occupy each Residential Unit with a Starter Pack upon completion of their registration as member of the Car Club

PROVIDED THAT the obligations in paragraphs 1.2.2 and 1.2.3 above shall not apply in respect of any Residential Unit where the occupier of that Residential Unit holds a Blue Badge.

- 1.3 In the event that the use of Reasonable Endeavours to enter into a contract with a Car Club operator in accordance with paragraph 1.2.1 does not result in completion of a contract with a Car Club operator as at the Occupation of 50% of the Residential Units, the Developer shall submit a detailed written statement to the LPA for approval explaining why a contract with the Car Club operator has not been entered into (the "**Car Club Statement**") and the obligation in paragraph 1.2.1 shall fall away upon the LPA's approval of the Car Club Statement.

## 2. RESTRICTION ON ON-STREET PARKING PERMITS

- 2.1 The Developer covenants with the LPA that:-
- 2.1.1 it shall include in each transfer of a Residential Unit and in each lease for a unit of

Workspace, a covenant on the transferee or tenant (as relevant) that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways in the vicinity of the Development at any time during the life of the Development by virtue of their Occupation of the Development unless otherwise agreed by the LPA or unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970;

- 2.1.2 each Residential Unit or unit of Workspace shall not be Occupied unless the covenant set out in paragraph 2.1.1 above is contained in the transfer or lease for that unit;
- 2.1.3 it shall not dispose of to any person or Occupy or allow any person and/or company to Occupy any unit of Workspace unless a notice has been served on such person and/or company that the covenant set out at paragraph 2.1.1 above is contained in the transfer or lease and, therefore, that such person shall not be entitled by virtue of their Occupation of the Development (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place on the public highway; and
- 2.1.4 prior to the Occupation of the Development to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this paragraph 2 and, thereafter, to notify the LPA in writing that such notification has been made.

2.2 The Developer covenants that prior to First Occupation it shall pay the Parking Restriction Contribution to the LPA.

### **3. CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

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

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

### **4. MARSHGATE LANE BRIDGE CONTRIBUTION**

The Developer covenants to pay the Marshgate Lane Bridge Contribution to the LPA prior to undertaking Above Ground Works in the Development, and no Above Ground Works in the Development shall be undertaken until the Marshgate Lane Bridge Contribution has been paid to the LPA.

### **5. CYCLE HIRE DOCKING STATION CONTRIBUTION**

The Developer shall pay the Cycle Hire Docking Station Contribution to the LPA prior to undertaking Above Ground Works in the Development, and no Above Ground Works in the Development shall be undertaken until the Cycle Hire Docking Station Contribution has been paid to the LPA.

### **6. WAYFINDING CONTRIBUTION**

The Developer shall pay the Wayfinding Contribution to the LPA prior to undertaking Above Ground Works in the Development, and no Above Ground Works in the Development shall be undertaken until the Wayfinding Contribution has been paid to the LPA.

### **7. HIGHWAY AGREEMENT**

7.1 Prior to undertaking Above Ground Works, the Developer shall agree the specification of the Highway Works with the LPA and the Highway Authority in writing.

7.2 Prior to the Occupation of the Development, the Developer shall enter into a Highway Agreement for the Highway Works agreed in accordance with paragraph 7.1 above.



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

**8. BOW BACK ACCESS**

8.1 The Developer shall provide to the LPA evidence prior to Commencement that it has used Reasonable Endeavours to enter into an agreement with the Pudding Mill Masterplan Landowner that it will permit access (to be specified in the relevant agreement) across the Development from the Pudding Mill Lane Masterplan Site to Bow Back Street.

## SCHEDULE 4

### LOCAL EMPLOYMENT AND WORKSPACE

#### DEFINITIONS

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

- "Affordable Workspace"** means not less than 175 (one hundred and seventy five) sqm (GIA) of Workspace (which equates to 10% (ten percent) of the Workspace) to be made available at an Affordable Workspace Rent
- "Affordable Workspace Plan"** means a plan showing the location of the Affordable Workspace
- "Affordable Workspace Rent"** means:
- (a) for a period of 5 (five) years from First Occupation of the Affordable Workspace, rent equivalent to not more than 50% (fifty per cent) of market rent (exclusive of rates, service charge and utilities); and
  - (b) thereafter for a period of 30 (thirty) years rent equivalent to not more than 75% (seventy five per cent) of market rent (exclusive of rates, service charge and utilities)
- "Base Specification"** means fitted out beyond Shell and Core to a specification standard that will allow for immediate Occupation including the following:
- (a) secure entrance(s), heating, lighting, kitchenette(s) and WC facilities;
  - (b) a fully enclosed space or spaces with perimeter walls and consented windows, doors and shop fronts installed;
  - (c) floors power floated with minimum of 5kN/m<sup>2</sup> loading capacity;
  - (d) floor areas finished to appropriate standard;
  - (e) all exposed soffits and structural columns to be fair-faced concrete or plastered;
  - (f) all internal walls finished in an appropriate state for occupation;
  - (g) exposed concrete walls, columns and soffits to have snots removed;
  - (h) all statutory services supplied to the accommodation, capped, tested and separately metered;
  - (i) all drainage installed and connected;
  - (j) conduits installed for suitable incoming data

cablings and required wayleaves completed;

compliant with all relevant accessibility regulations

<b>"Growth Boroughs"</b>		one of the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest
<b>"Inclusive Contribution"</b>	<b>Economy</b>	means the sum of £100,000 (one hundred thousand pounds) (Indexed) to be paid to the LPA towards the Growth Boroughs' and LLDC's collaborative inclusive economy programme, including education, employment and skills programmes, in the vicinity of the Development including Build East, Good Growth Hub and East Education which facilitate local apprenticeships, work placements schemes and measures towards encouraging local employment
<b>"Local Labour and Business Schemes"</b>		means established careers development programmes run or supported by the LPA, Growth Boroughs or partner organisations
<b>"London Living Wage"</b>		means the minimum amount (currently £13.15 (thirteen pounds and five pence)) of pay per hour that all workers in London should receive, as published from time to time by the Living Wage Foundation
<b>"Workspace Strategy"</b>		means a written strategy setting out details of the fit-out of the Workspace including confirmation that all units of Workspace have been constructed to be accessible, including with wheelchair accessible WCs and <b>"Workspace Strategies"</b> shall be construed accordingly;

## 1. LOCAL EMPLOYMENT AND LOCAL BUSINESS

- 1.1 The Developer shall use Reasonable Endeavours to procure that its contractors (in respect of construction vacancies and jobs arising from the construction of the Development) use Reasonable Endeavours to ensure that:
- 1.1.1 at least 50% (fifty per cent) of the workforce are from a black, Asian or minority ethnic background;
  - 1.1.2 at least 5% (five per cent) of the construction workforce are women;
  - 1.1.3 at least 5% (five per cent) of the construction workforce are disabled;
  - 1.1.4 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
  - 1.1.5 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
  - 1.1.6 the recruitment of persons living in the Growth Boroughs accounts for 25% (twenty-five per cent) of the construction jobs arising from the Development;
  - 1.1.7 the recruitment of persons living in the Growth Boroughs accounts for a minimum of 25% (twenty-five per cent) of the end-use jobs in the Development;
  - 1.1.8 the London Living Wage is paid for all construction jobs at the Development;

- 1.1.9 the London Living Wage is promoted for all end-use jobs at the Development; and
- 1.1.10 work-based learning opportunities are provided at the Development including not fewer than 4 (four) construction jobs at the Development shall be apprenticeships which shall be prioritised for persons living in the Growth Boroughs;

(the “**Agreed Targets**”)

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

## **2. MONITORING AND REVIEW**

- 2.1 The Developer will submit monitoring and review reports in respect of the Development to the LPA every 12 months until completion of the Development, the first such report to be submitted to the LPA no later than 6 months following Commencement of the Development, and each report shall set out the progress made by the Developer to achieve the Agreed Targets in paragraph 1.1 including (to the extent the Developer is not prevented from doing so by any rule of law whether domestic or international and to the extent the Developer is provided with such data (having used Reasonable Endeavours to obtain such data from any relevant third parties)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status.
- 2.2 The LPA agrees and acknowledges that in respect of paragraph 2.1 separate monitoring and review reports may be submitted for different elements of the Development.

## **3. AFFORDABLE WORKSPACE PLAN**

- 3.1 Prior to commencing the Superstructure Works in each Phase comprising Workspace the Developer shall submit the Affordable Workspace Plan for that Phase to the LPA for approval and no works comprised in the relevant Phase beyond the Superstructure Works shall be carried out until the Affordable Workspace Plan for that Phase has been approved in writing by the LPA.

## **4. WORKSPACE STRATEGY**

- 4.1 Prior to commencing the Superstructure Works in each Phase comprising Workspace, the Developer shall submit a Workspace Strategy for that Phase to the LPA for approval and no works comprised in that Phase beyond the Superstructure Works shall be carried out until the Workspace Strategy for that Phase has been approved in writing by the LPA.
- 4.2 The Developer shall not less than once a year from the date of the First Occupation of the first part of the Workspace until the date on which all Workspace is Occupied:-
  - 4.2.1 review the effectiveness of the Workspace Strategies; and
  - 4.2.2 submit to the LPA for approval a report detailing the effectiveness of the Workspace Strategy for each Phase (as applicable) and any proposed amendments thereto.

- 4.3 The Developer shall implement each approved Workspace Strategy (as may be amended) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

- 4.4 The rent charged for the letting of Affordable Workspace shall not exceed the Affordable Workspace Rent.

## **5. DELIVERY OF WORKSPACE**

- 5.1 The Developer shall construct and fit out the Affordable Workspace in accordance with the approved Affordable Workspace Plan(s) and the Base Specification (save where it is evidenced to the LPA's reasonable satisfaction that an Occupier of Affordable Workspace has requested a different specification in which case the Affordable Workspace shall be fitted out in accordance with such

alternative specification).

5.2 No Residential Units in a Phase shall be Occupied until the Workspace in that Phase (if applicable) has been completed to Shell and Core (as defined in Schedule 1 to this Agreement).

**6. INCLUSIVE ECONOMY CONTRIBUTION**

6.1 The Developer shall pay the Inclusive Economy Contribution to the LPA prior to undertaking Above Ground Works in the Development.

6.2 No Above Ground Works in the Development shall not be undertaken unless and until the Inclusive Economy Contribution has been paid to the LPA.

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

## SCHEDULE 5

### ESTATE MANAGEMENT AND PUBLIC REALM

#### DEFINITIONS

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

- "Common Areas"** means:
- (a) all areas within the Development which are used in common by Occupiers and users of such Buildings; and
  - (b) all other shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the Highway Authority pursuant to its powers under the Highways Act 1980,
- to be identified for the Outline Phase on a plan submitted alongside the Reserved Matters Approval application for the Outline Phase
- "Estate Management Strategy"** means an estate management strategy for the Development or part of the Development which shall contain as a minimum details of the management and maintenance (including repair, renewal, cleaning and keeping tidy, waste collection and recycling) of the Common Areas, Public Realm and any SUDS Infrastructure
- "Permitted Closures"** means temporary closure of any part of the Public Realm in the following circumstances:
- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
  - (a) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area and/or component(s) of the Public Realm in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area;
  - (b) where such temporary closure is required for the purposes of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any Buildings now or hereafter on the Site or any part thereof or adjacent to it (including the erection of scaffolding);
  - (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
  - (d) for carrying out works of construction (including development or redevelopment) within the

Development; and

- (e) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained;

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

**"Public Realm"**

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

**"Public Realm Plan"**

means a plan for the provision of the Public Realm in each Phase which shall contain details as to the delivery and layout of the Public Realm for that Phase including any temporary Public Realm and which in respect of the Detailed Phase shall be the plan attached hereto at Appendix 1 identified as the "Public Realm Plan" or such other plan agreed in writing with the LPA

**"SUDS Infrastructure"**

means any sustainable urban drainage system comprised within the Development

**1. PROVISION OF PUBLIC REALM**

- 1.1 Prior to Commencement of the Outline Phase the Developer shall submit and obtain the LPA's approval to the Public Realm Plan for the Outline Phase.
- 1.2 Each part of the Development shall be laid out in accordance with the relevant approved Public Realm Plan and thereafter be retained in accordance with it.
- 1.3 No Building shall be Occupied until the Public Realm associated with that Building as shown in the relevant approved Public Realm Plan has been delivered.

**2. ESTATE MANAGEMENT STRATEGY**

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

**3. PUBLIC REALM ACCESS**

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

3.1.1 Permitted Closures;

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

3.1.3 public rights being in common with the Developer and the Developer's tenants and

occupiers of any part of the Development.

3.2 The closures permitted by paragraph 3.1 are subject to the following conditions:

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

- (a) the Developer shall submit to the LPA for approval the details required pursuant to this paragraph 3.2.1 not less than 10 Working Days before the date of the intended Permitted Closure;
- (b) the personnel and/or signage required pursuant to paragraph 3.2.1 shall be provided in accordance with the details approved by the LPA and at the Developer's cost; and
- (c) the Developer shall minimise the duration of any Permitted Closure.

3.3 The Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or materially restrict, or would have the effect of preventing or materially restricting, pedestrian access over the Public Realm except in the event of a Permitted Closure.



## SCHEDULE 6

### TRAVEL PLAN

#### DEFINITIONS

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

<b>"iTRACE"</b>	means an online tool that helps users develop and monitor travel plans in London consisting of two key elements: a range of tools which organisations may use to develop their travel plan; a travel plan project management application for use by local Councils' travel plan officers
<b>"Modal Split Targets"</b>	means the modal split targets identified in the approved Travel Plan
<b>"Monitoring Period"</b>	means 6 (six) months after First Occupation of the Development until the date falling 5 (five) years after First Occupation of the final Building to be Completed
<b>"Sustainable Transport Measures"</b>	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure, in order to encourage greater travel by walking and cycling) <b>PROVIDED THAT</b> such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
<b>"Travel Plan"</b>	means the travel plan to be submitted to the LPA for approval pursuant to paragraph 1 of this Schedule
<b>"Travel Plan Monitoring"</b>	means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:-  (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;  (b) monitoring of the usage of the car parking which is available for use in the Development; and  (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
<b>"Travel Plan Monitoring Fee"</b>	means the sum of £20,000 (twenty thousand pounds) (Indexed) to be paid to the LPA towards monitoring of the Travel Plan
<b>"Travel Plan Monitoring Officer"</b>	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
<b>"Travel Plan Monitoring Report"</b>	means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:-  (a) details of trip generation rates;  (b) details of mode share and change in mode share over time;

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

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

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

**"TRICS"** means the national standard system of trip generation analysis in the UK which is marketed and managed by the TRICS Consortium Limited

## 1. TRAVEL PLAN

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

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

the Development shall not be Occupied unless and until the Travel Plan has been approved by the LPA pursuant to paragraph 1.1.1 above and the provisions of paragraph 1.1.2 have been complied with.

1.2 The Travel Plan to be submitted pursuant to paragraph 1.1 shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

1.3 The Travel Plan to be submitted pursuant to paragraph 1.1 shall:-

- 1.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 1.3.2 contain clear commitments to measures, including investigation of potential additional measures;
- 1.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;

1.3.4 be compliant with TRICS and iTRACE (or such method(s) approved by TfL as is in existence at the time the Travel Plan is submitted); and

1.3.5 contain measures aimed at:-

(a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking on Site;

(b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and setting out measures for providing additional cycle parking spaces should further demand arise; and

(c) setting out how Travel Plan Monitoring will be undertaken which cover all employees within the Development.

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

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

1.4 The Developer shall implement the approved Travel Plan from First Occupation of any part of the Development and shall include provisions in any lease or licence of any unit of Workspace requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.

1.5 No part of the Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.

## **2. TRAVEL PLAN MONITORING**

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

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

2.3 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

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

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

## **3. MODAL SPLIT TARGETS**

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

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

- 3.3 If the Travel Plan Monitoring Report for the year immediately following the First Travel Plan Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved or are unlikely to be achieved the Developer shall repeat the process set out in paragraphs 3.1 and 3.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

# SCHEDULE 7

## DESIGN

### DEFINITIONS

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

- "Approved Drawings"** means the drawings relating to the Original Design Principles approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions (as amended, varied or replaced from time to time pursuant to a S73 Permission or a S96A Amendment)
- "Architect"** means Allies and Morrison Architects or such other architect as might be agreed between the Developer and the LPA from time to time
- "Design Application"** means one of the following:
- (a) an application to the LPA for the approval of details pursuant to one or more Design Conditions;
  - (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings;
  - (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
- "Design Application Report"** means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:
- (a) report on the compliance of the Design Application with the Approved Drawings;
  - (b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process; and
  - (c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons
- "Design Conditions"** means conditions 33, 34, 35, 36, 37 of the Planning Permission and "Design Condition" means any one of them
- "Design Monitoring Completion Letter"** means a letter (incorporating an executive summary) from the Monitoring Team to include the following:
- (a) report on the compliance of the Completed Development with the Approved Drawings; and
  - (b) conclusion stating clearly whether the Monitoring Team consider that the Development

has been constructed in accordance with the Approved Drawings, giving reasons

**"Design Monitoring Contribution"**

means the sum of:

- (a) £60,000 (sixty thousand pounds) (Indexed) where the Trigger Event falls within parts (a), (b) (c) or (d) or the definition of Trigger Event; and
- (b) £20,000 (twenty thousand pounds) (Indexed) where the Trigger Event falls within part (e) of the definition of Trigger Event,

to be paid in accordance with paragraph 2.1 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

**"Design Monitoring Plan"**

means the written document identifying the following:

- (a) the Original Design Principles;
- (b) target dates for submission and discharge of the Design Conditions;
- (c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team;
- (d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages);
- (e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA;
- (f) key dates and milestones for information release and package reviews;
- (g) technical requirements in respect of the information to be submitted to the Monitoring Team for review;
- (h) the construction phasing plan;
- (i) elements requiring development and resolution;
- (j) any risk elements (such as those matters requiring resolution with suppliers and/or

subcontractors); and

- (k) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

**"Design Monitoring Report"**

means a desktop report (incorporating an executive summary) by the Monitoring Team on progress against the Design Monitoring Plan during the period covered by the report which shall include as a minimum the following information (to the extent applicable):

- (l) report on workshops held with overview of conclusions;
- (m) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials; samples; details; design information; sub-contractor/ supplier information;
- (n) comments and recommendations on Design Applications;
- (o) any deviations from the Approved Drawings;
- (p) progress of construction of the Development and conformity with Approved Drawings;
- (q) status of previous comments and recommendations;
- (r) actions and decisions required in the next period;
- (s) conclusions; and
- (t) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan

**"Design Team"**

means the design team retained by the Developer as set out in the relevant Design Team Statement

**"Design Team Statement"**

means the written document by the Developer setting out the following information which shall be factually correct at the date the statement is given:

- (a) the members of the design team retained by the Developer in connection with the Development and their contact details; and
- (b) the scope of appointment of each member of the design team; and
- (c) if applicable identifying any members of the Planning Team no longer retained and the member(s) of the design team taking over their

role

<b>"Development"</b>	means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
<b>"Initial Design Monitoring Workshop"</b>	means the workshop to be held pursuant to paragraph 4.2
<b>"Landscape Architect"</b>	means Camlins Landscape Architects or such other landscape architect as might be agreed between the Developer and the LPA from time to time
<b>"Monitoring Team"</b>	means a team to be appointed pursuant to paragraph 4.5 comprising:  (a) the Architect and Landscape Architect; or  (b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles <sub>(1)</sub>
<b>"Original Design Principles"</b>	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 1 of this Schedule
<b>"Planning Team"</b>	means the Architect and the Landscape Architect
<b>"RIBA Stage 3 Technical Design"</b>	means RIBA Stage 3 technical design work
<b>"RIBA Stage 4 Technical Design"</b>	means RIBA Stage 4 technical design work
<b>"S73 Permission"</b>	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 or section 73B of the 1990 Act
<b>"S96A Amendment"</b>	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
<b>"Terminated"</b>	means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and " <b>Termination</b> " shall be construed accordingly
<b>"Trigger Event"</b>	means the occurrence of one of the following events:  (a) a Design Team Statement submitted pursuant to paragraph 1.2 confirms one or more members of the Planning Team are no longer retained;  (b) a Design Team Statement submitted pursuant to paragraph 1.2.1 confirms RIBA Stage 3 Technical Design is being commenced at a time



when one or more members of the Planning Team are no longer retained;

- (c) a Design Team Statement submitted pursuant to paragraph 1.2.2 confirms RIBA Stage 4 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained;
- (d) a Design Team Statement submitted pursuant to paragraph 1.2.3 confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 Technical Design in respect of the entire Development;
- (e) a Design Team Statement submitted pursuant to paragraph 1.2.4 confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings,

## **1. DESIGN TEAM STATEMENT**

- 1.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- 1.2 Without prejudice to paragraph 1.1 the Developer shall submit a Design Team Statement to the LPA:
  - 1.2.1 immediately following the commencement of the preparation of the RIBA Stage 3 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained for the RIBA Stage 3 Technical Design;
  - 1.2.2 immediately following the commencement of the preparation of the RIBA Stage 4 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained for the RIBA Stage 4 Technical Design;
  - 1.2.3 save where RIBA Stage 4 Technical Design has been completed in respect of the entire Development, within 10 (ten) Working Days of Termination of the appointment of one or more members of the Planning Team; and
  - 1.2.4 prior to Commencement of the Development and thereafter every 6 (six) months during the construction of the Development until its Completion.

## **2. DESIGN MONITORING CONTRIBUTION**

- 2.1 Subject to paragraph 2.3, the Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 (ten) Working Days of a Trigger Event.
- 2.2 Subject to paragraph 2.3, it is hereby acknowledged and agreed that:
  - 2.2.1 there may be more than one Trigger Event;
  - 2.2.2 the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event; and
  - 2.2.3 an event shall not be deemed to be a Trigger Event where a suitable alternative has been proposed by the Developer and agreed in writing by the LPA.

- 2.3 It is hereby agreed and acknowledged by the Parties that:
- 2.3.1 the sum of all Design Monitoring Contributions payable pursuant to paragraph 2.1 shall not exceed £80,000 (eighty thousand pounds) (Indexed); and
  - 2.3.2 where the sum of the Design Monitoring Contributions paid pursuant to paragraph 2.1 would exceed £80,000 (eighty thousand pounds) (Indexed) there shall be no requirement to pay any further Design Monitoring Contribution to the extent that it exceeds £80,000 (eighty thousand pounds) (Indexed).

### **3. RESTRICTION ON DEVELOPMENT**

- 3.1 No Development shall be Commenced until either:-
- 3.1.1 the Developer has provided evidence to the LPA's reasonable satisfaction that the Planning Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or
  - 3.1.2 subject to paragraph 2.3 above, the Developer has paid any relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 2 above.
- 3.2 No Development shall be carried out except in strict accordance with the Approved Drawings.

### **4. DESIGN MONITORING PROCESS**

- 4.1 The Parties hereby agree that:
- 4.1.1 this paragraph 4 shall apply (and shall only apply) following a Trigger Event;
  - 4.1.2 the obligations on the LPA in this paragraph 4 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event.
- 4.2 Not more than 20 (twenty) Working Days following the Trigger Event the Developer and the LPA shall hold an Initial Design Monitoring Workshop to:
- 4.2.1 discuss and agree how the Original Design Principles will be safeguarded;
  - 4.2.2 discuss the appointment of the Monitoring Team;
  - 4.2.3 discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and
  - 4.2.4 review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 4.4.
- 4.3 The following parties shall be invited to attend the Initial Design Monitoring Workshop:
- 4.3.1 the Design Team;
  - 4.3.2 the Planning Team;
  - 4.3.3 (if already appointed and different to the Planning Team) the Monitoring Team.
- 4.4 The Developer shall prepare and submit a draft Design Monitoring Plan to the LPA not less than 10 (ten) Working Days in advance of the Initial Design Monitoring Workshop.
- 4.5 Not later than 10 (ten) Working Days following the Initial Design Monitoring Workshop the LPA shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:

- 4.5.1 to monitor the design of the Development in accordance with Part 2 of this Schedule;
- 4.5.2 to oversee compliance with the Original Design Principles;
- 4.5.3 to oversee compliance with the quality of the Approved Drawings;
- 4.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;
- 4.5.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;
- 4.5.6 to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 4.4 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 (twenty) Working Days following the Initial Design Monitoring Workshop;
- 4.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);
- 4.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
- 4.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;
- 4.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
- 4.5.11 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
- 4.5.12 to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and
- 4.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions,

and the appointment of the Monitoring Team will incorporate the table set out in Part 2 of this Schedule.

4.6 The Developer shall:

- 4.6.1 comply with the requirements of the Developer identified in the final Design Monitoring Plan; and
- 4.6.2 procure the compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan including but not limited to attendance at workshops with the Monitoring Team, submission of information to the Monitoring Team for review and facilitating site visits and inspections.

## PART 1 - ORIGINAL DESIGN PRINCIPLES

Area	Principles, strategies, details & materials to be safeguarded
<b>Building</b>	<p>Detailed drawings including drawings of: Principal features on the facades e.g. bay studies</p> <ul style="list-style-type: none"> <li>• Details of each envelope / roof type</li> <li>• Detailed brick elements including mortar joint profile</li> <li>• Details of glazing and curtain walling systems including any manifestation</li> <li>• Key junctions/bonds between materials/finishes</li> <li>• Ground floor frontages including entrances, glazing and signage zones, infill panels on plant rooms/bike stores etc, shopfronts or commercial/workspace frontages</li> <li>• Parapets, roof edges, rooftop plant screening, lift over runs etc</li> <li>• Elevational location of all joints e.g. structural, movement, panels</li> <li>• Elevational location of all openings in envelope e.g. ventilation grilles, bird &amp; bat boxes</li> <li>• Elevational location of all items which are fixed to the façade e.g. fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes</li> <li>• Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to balconies / terraces</li> <li>• Details of key architectural metalwork / screens / gates</li> <li>• Details of balconies and terraces including floor finishes</li> <li>• Balustrade details</li> <li>• Details of soffits and canopies</li> <li>• Details of external stairs</li> <li>• Junctions with neighbouring buildings</li> <li>• External signage details including elevations and sections</li> </ul> <p>Details of materials and products, including finishes, of: Façade and roof cladding materials</p> <ul style="list-style-type: none"> <li>• Brick and mortar type including mortar joint profile</li> <li>• Window / door types (including finishes, glass types and any manifestation)</li> <li>• Curtain wall (including finishes, glass types and any manifestation)</li> </ul>

	<ul style="list-style-type: none"> <li>• Facing metalwork (e.g. balustrades, service doors, screens, gates)</li> <li>• All items which are fixed / integrated to the façade (e.g. fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes)</li> <li>• Soffit and canopy materials</li> <li>• Balcony and terrace floor finishes</li> <li>• Samples of the above materials should be provided.</li> </ul>
<b>Landscape</b>	<p>Detailed drawings including drawings of:</p> <ul style="list-style-type: none"> <li>• Hard + soft landscaping details/paving</li> <li>• Tree planting</li> <li>• Retaining structures</li> <li>• Ecology features</li> <li>• Interface/ conflict with highways</li> <li>• Details of green / brown roof system</li> </ul> <p>Details of materials and products, including finishes, of Hard + soft landscaping details/paving:</p> <ul style="list-style-type: none"> <li>• Any other materials not listed but bespoke to building requirements</li> </ul>
<b>Sustainability/ M&amp;E (Building Services Engineer)</b>	<ul style="list-style-type: none"> <li>• Sustainability strategy (thermal performance, airtightness, renewables, zero carbon, material use)</li> <li>• Heated/ unheated space &amp; airtightness strategy</li> <li>• Overheating prevention strategy</li> <li>• MEP principles and strategies</li> <li>• RCP plans where these affects external appearance such as walkways</li> <li>• Elements affecting façade such as vents or lighting</li> </ul>

**PART 2 - MONITORING TEAM - ACTIONS AND DELIVERABLES**

<b>Workstage</b>	<b>Action</b>	<b>Deliverables</b>	<b>Completion Date</b>
<p><b>Pre RIBA Stage 3/4</b></p> <p>Significantly before any RIBA Stage 3/4 Technical Design begins</p>	<p><b>Initial Design Monitoring Workshop:</b></p> <p>Following submission of the Design Team Statement, a workshop meeting should take place between the Developer &amp; LPA and should include discussion about:</p> <ul style="list-style-type: none"> <li>• Proposed Design Team members / organisations</li> <li>• Proposed Monitoring Team members / organisations</li> <li>• Proposed ways of working between the Monitoring Team and the Design Team</li> </ul> <p>Representatives of the Planning Team should be present for this meeting.</p> <p>A draft Design Monitoring Plan should be available for discussion setting out the principles of how design quality will be safeguarded. It is suggested that key members of the Design Team and the Monitoring Team are present for this discussion.</p>	<p>Draft Design Monitoring Plan (provided by the Developer). For discussion with LLDC LPA</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>
<p><b>At RIBA Stage 3/4 Commencement</b></p> <p>Immediately prior to technical design commencing</p>	<p><b>Design Monitoring Plan:</b></p> <p>Design Monitoring Plan to be produced by Monitoring Team &amp; submitted to the LPA for sign off, identifying:</p> <ul style="list-style-type: none"> <li>• The Original Design Principles</li> <li>• Physical material samples, mock-ups &amp; benchmarks for review &amp; sign off by Monitoring Team/ LPA (including relevant planning conditions)</li> <li>• Elements requiring development and resolution</li> <li>• Risk elements (such as those requiring resolution with suppliers /</li> </ul>	<p>Design Monitoring Plan to be submitted to the LPA prior to start of RIBA Stage 3/4 and/</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>

	<ul style="list-style-type: none"> <li>• Report on progress on site, and conformity with design / approved planning documents (during stage 5)</li> <li>• Commentary on S73 Applications or S96A Applications in the period if applicable</li> <li>• Status of previous comments and recommendations</li> <li>• Actions and decisions required in the next period</li> <li>• Conclusions</li> </ul>		
<p><b>RIBA Stage 3 – 5</b></p> <p>During Design Construction</p>	<p><b>Design Application Report</b></p> <p>For each design related condition discharge &amp; a supporting report should be provided including:</p> <ul style="list-style-type: none"> <li>• Executive summary</li> <li>• Report on compliance with the Approved Drawings</li> <li>• For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process</li> <li>• Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition</li> </ul>	<p>Submit Design Application Report(s) to the LPA</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>
<p><b>RIBA Stage 5</b></p> <p>During construction</p>	<p><b>Design Monitoring Sample Reviews &amp; Site Visits:</b></p> <p><b>Sample reviews:</b> Carry out reviews of samples, mock-ups &amp; benchmarks areas of external envelope and landscaped areas (identified in planning condition &amp; Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure</p>	<p>Monitoring Team to attend site visits with the LPA as requested</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>

	<p>the remainder of the Works. Reviews to be combined with site visits where possible.</p> <p><b>Site Visits:</b> Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up and benchmark areas. Site inspections prior to relevant condition sign off by the LPA of building elements such as façade brickwork or landscaping.</p>		
<p><b>RIBA Stage 6</b></p> <p>Handover</p>	<p><b>Design Monitoring Completion Letter:</b></p> <p>For each design related condition, a supporting letter at completion should be provided including:</p> <ul style="list-style-type: none"> <li>• Executive summary</li> <li>• Report on compliance with the Approved Drawings</li> <li>• Commentary on compliance with the information submitted for discharge of conditions</li> <li>• Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings</li> </ul>	<p>Submit Design Monitoring Completion Letter to the LPA</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>



## SCHEDULE 8

### ENERGY AND SUSTAINABILITY

#### DEFINITIONS

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

<b>"Additional Carbon Offset Contribution"</b>	means a financial contribution to be applied by the LPA in accordance with the Getting to Net Zero SPD (October 2022) and calculated in accordance with such SPD as follows (and Indexed):  (Carbon gap (tonnes of CO <sub>2</sub> ) x price of carbon (£95) x 30 years) – Carbon Offset Contribution
<b>"Detailed Carbon Offset Contribution"</b>	means a financial contribution of £198,360 (one hundred and ninety eight thousand three hundred and sixty pounds) (Indexed) for the residential element of the Detailed Phase and £16,445 (sixteen thousand four hundred and forty five pounds) (Indexed) for the commercial element of the Detailed Phase, and the final amount of which is subject to the Carbon Offset Contribution Calculation
<b>"Carbon Offset Contribution"</b>	means the Detailed Carbon Offset Contribution and/or the Outline Carbon Offset Contribution as applicable
<b>"Carbon Offset Contribution Calculation"</b>	means a calculation or recalculation as applicable of the amount of the Carbon Offset Contribution on the basis of the as-built performance of the Development to be calculated on the same basis as the Additional Carbon Offset Contribution
<b>"Connection Contract"</b>	means a legally binding contract between the Developer and the operator of the District Energy Network to connect the Development to the District Energy Network on a specified Connection Date on terms acceptable to the Developer at its absolute discretion
<b>"Connection Date"</b>	means a fixed date by which the Development shall be connected to the District Energy Network
<b>"Defects Liability Period"</b>	means such period of time following Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building or required by the Developer's architect
<b>"District Energy Network"</b>	means the Olympic Park district energy network
<b>"Energy Performance Monitoring"</b>	means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators:  (a) contextual data relating to the Development's reportable units;

- (b) the energy and fuel imports into each reportable unit including data from national energy grids and (if applicable) district heating connections;
- (c) the renewable energy generation within the Development to identify how much energy is being generated on-site and where this is used; and
- (d) building energy storage equipment data

**"Energy Performance Monitoring Period"** means a period of not less than five years commencing on the date of first Occupation

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

**"Extension"** means the District Energy Network will be extended across the river including any necessary funding and consents having been secured and **"Extend"** shall be construed accordingly

**"Local Solution"** means a local heat network operating as part of a decentralised energy system supplying market competitive low to zero carbon energy located within the Development or adjacent nearby developments

**"Outline Carbon Offset Contribution"** means a financial contribution for the Outline Phase the amount of which shall be calculated in accordance with the Carbon Offset Contribution Calculation

**"Requisite Consents"** means 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

## 1. DISTRICT ENERGY NETWORK

1.1 The Developer shall:

1.1.1 submit a report to the LPA setting out whether it is possible, using Reasonable Endeavours, to Extend or procure the Extension of the District Energy Network to the Site (including the requirement to secure all Requisite Consents and to design in passive provision for future connection) prior to carrying out Above Ground Works; and

1.1.2 not permit the carrying out of Above Ground Works until a written report has been provided to the LPA outlining the steps the Developer can take, using Reasonable Endeavours, to provide the Extension, and the progress made towards securing the Extension.

1.2 If the report submitted pursuant to paragraph 1.1 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site prior to Occupation the Developer must use Reasonable Endeavours to connect the Development to the District Energy Network prior to First Occupation.

1.3 If the report submitted pursuant to paragraph 1.1 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site but that this will not be possible using Reasonable Endeavours (including but not limited to technical and/or

financial factors) until after First Occupation the Developer must use Reasonable Endeavours to enter into a Connection Contract prior to First Occupation and where such a contract is entered into, shall:

1.3.1 agree details of temporary energy provision with the LPA; and

1.3.2 thereafter provide the agreed temporary energy provision from First Occupation until the Connection Date.

1.4 If either the report submitted pursuant to paragraph 1.1 concludes that it will not be possible using Reasonable Endeavours (including but not limited to technical and/or financial factors) to connect the Development to the District Energy Network or the Developer is unable using Reasonable Endeavours to enter into a Connection Contract in respect of the Development prior to First Occupation of the Development pursuant to paragraph 1.3, then the Developer shall:

1.4.1 use Reasonable Endeavours to connect the Development to an existing or additional Local Solution; and

1.4.2 submit a further written report to the LPA prior to First Occupation outlining the steps the Developer has taken to satisfy the obligation in paragraph 1.4.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.

1.5 In the event that a Building is not connected to the District Energy Network at the date of its Occupation the Developer shall:

1.5.1 ensure such Building is designed so as to allow a connection to the District Energy Network in the future;

1.5.2 use Reasonable Endeavours to connect the Building to the District Energy Network if it becomes feasible to do so (taking into account but not limited to technical and/or financial factors); and

submit a written report to the LPA prior to First Occupation and on every anniversary of First Occupation for a period of 5 years outlining the steps the Developer has taken to satisfy the obligations in 1.5.1 and 1.5.2 above.

1.6 No Building shall be Occupied until it is connected to the District Energy Network or the LPA has approved details of its energy provision pursuant to paragraph 1.3 or paragraph 1.4 and paragraph 1.5 above.

## **2. CARBON OFFSET PAYMENT**

2.1 The Developer shall pay 50% of the Detailed Carbon Offset Contribution to the LPA prior the Commencement Date and the Developer shall not Commence the Development until such payment has been made.

2.2 The Developer shall submit a revised Carbon Offset Contribution Calculation for the Detailed Carbon Offset Contribution to the LPA prior to First Occupation and the Developer shall not suffer or permit First Occupation until the revised Carbon Offset Contribution Calculation has been submitted to the LPA.

2.3 The Developer shall pay the balance of the Detailed Carbon Offset Contribution as set out in the approved revised Carbon Offset Contribution Calculation within 20 Working Days after receipt by the Developer of the LPA's written approval of the revised Carbon Offset Contribution Calculation.

2.4 The Developer shall submit the Carbon Offset Contribution Calculation for the Outline Phase to the LPA with the Reserved Matters application for the Outline Phase.

2.5 The Developer shall pay 50% of the Carbon Offset Contribution for the Outline Phase as set out in

the approved Carbon Offset Contribution Calculation for the Outline Phase prior to Occupation of the Outline Phase.

- 2.6 The Developer shall submit a revised Carbon Offset Contribution Calculation for the Outline Phase to the LPA prior to first Occupation of the Outline Phase and the Developer shall not suffer or permit first Occupation of the Outline Phase until the revised Carbon Offset Contribution Calculation has been submitted to the LPA.
- 2.7 The Developer shall pay the balance of the Carbon Offset Contribution for the Outline Phase as set out in the approved revised Carbon Offset Contribution Calculation for the Outline Phase within 20 Working Days after receipt by the Developer of the LPA's written approval of the revised Carbon Offset Contribution Calculation for the Outline Phase.
- 2.8 In the event that a Building is not connected to the District Energy Network in accordance with this Schedule 8 the Developer shall pay the Additional Carbon Offset Contribution attributable to that Building (if any) to the LPA within six months of First Occupation of that Building.
- 2.9 For the avoidance of doubt and without limitation any dispute in respect of the matters referred to in this Schedule may be referred for determination pursuant to Clause 10 of this Agreement.

### **3. ENERGY PERFORMANCE MONITORING**

- 3.1 To monitor the Development's energy performance, the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.
- 3.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than two weeks after each anniversary of first Occupation during the Energy Performance Monitoring Period.

### **4. 'BE SEEN' ENERGY MONITORING**

- 4.1 Prior to each Building being Occupied, the Developer shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for that Building, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). The Developer should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'in-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 4.2 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Developer shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each block of the Development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). This obligation will be satisfied after the Developer has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years
- 4.3 In the event that the 'In-use stage' evidence submitted under paragraph 4.2 of this Schedule shows that the 'as-built stage' performance estimates derived from paragraph 4.1 have not been or are not being met, the Developer should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures identified in paragraph 4.2 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably

practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Developer as soon as reasonably practicable.

## SCHEDULE 9

### CONSTRUCTION

#### DEFINITIONS

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

<b>"Construction Impacts Mitigation Contribution"</b>	means the sum of £50,000 (fifty thousand pounds) (Indexed) to be paid to the LPA towards construction mitigation impacts including the funding of temporary safety measures and crossing patrol officers
<b>"National Considerate Constructors Scheme"</b>	means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavements congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to the respect of people
<b>"Operational Noise Management Strategy"</b>	means a strategy to be prepared by the Developer in respect of the Workspace setting out: <ul style="list-style-type: none"><li>(a) the measures to control noise impacts relating to employee management, delivery, servicing, loading/unloading, vehicle reversing (requiring no reversing alarms), entrance door management (requiring doors to be closed during loading/unloading within specified hours);</li><li>(b) a complaints procedure to handle complaints from residents of the Development and neighbouring properties; and</li><li>(c) a draft Residents Welcome Pack</li></ul>
<b>"Operational Noise Monitoring Report"</b>	means a report setting out: <ul style="list-style-type: none"><li>(a) details of how effectively the Operational Noise Management Strategy has operated within the previous period;</li><li>(b) details of any complaints received from residents of the Development and neighbouring properties and if and how those complaints were resolved; and</li><li>(c) any proposed revisions to the Operational Noise Management Strategy to address complaints received or other issues identified in the report</li></ul>
<b>"Operational Noise Monitoring Period"</b>	means 6 (six) months after First Occupation of the Workspace in the relevant Phase (or part thereof) until the date 5 (five) years after First Occupation of the final unit of Workspace in the relevant Phase
<b>"Operational Noise Review Period"</b>	means: <ul style="list-style-type: none"><li>(a) initially the period of 6 (six) months commencing on First</li></ul>

Occupation of the Workspace (or part thereof) in a Phase;  
and

- (b) thereafter the period of 12 (twelve) months commencing on expiry of the period referred to in (a) and each subsequent 12 (twelve) month period until the date 5 (five) years after First Occupation of the final unit of Workspace in the relevant Phase

**"Residents' Liaison Strategy Group"**

means a group to be established by the Developer which residents of the Development as well as residents from neighbouring developments will be invited to join with the purpose of:

- (a) monitoring complaints associated with noise impacts from the operation of the Workspace; and
- (b) consulting such residents with regard to the effectiveness of the Operational Noise Management Strategy

**"Residents' Welcome Pack"**

means a welcome pack to be prepared by the Developer informing all residents of the Development of:

- (a) the mixed-use nature of the Development including the fact that commercial uses within the Development may be operational 24 (twenty-four) hours a day and 7 (seven) days a week;
- (b) information relating to the noise mitigation measures incorporated in the Development (including the Operational Noise Management Strategy); and
- (c) relevant complaint procedures information about how to join the Residents' Liaison Strategy Group

**1. OPERATIONAL NOISE MANAGEMENT STRATEGY**

- 1.1 Prior to commencing the Superstructure Works in a Phase that includes Workspace the Developer shall submit an Operational Noise Management Strategy to the LPA for that Phase for approval and no works comprised in the relevant Phase beyond the Superstructure Works shall be carried out until the Operational Noise Management Strategy for that Phase has been approved in writing by the LPA.
- 1.2 The approved Operational Noise Management Strategy for a Phase shall be implemented from First Occupation of the Workspace in that Phase and thereafter the Phase shall be Occupied in accordance with the approved Operational Noise Management Strategy (as may be amended from time to time with the prior written approval of the LPA and pursuant to paragraph 1.4) during the lifetime of the Development.
- 1.3 In order to monitor the effectiveness of the Operational Noise Management Strategy(s), during the Operational Noise Monitoring Period the Developer shall prepare and submit to the LPA for approval an Operational Noise Monitoring Report after the end of each Operational Noise Review Period.
- 1.4 If any Operational Noise Monitoring Report includes a revised Operational Noise Management Strategy for approval by the LPA the Developer shall implement the revised Operational Noise Management Strategy as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

**2. RESIDENTS' WELCOME PACK**

2.1 Prior to First Occupation of each Residential Unit the Developer shall provide a Residents' Welcome Pack to the first occupier of that Residential Unit.

2.2 The Developer shall not First Occupy or permit First Occupation of each Residential Unit unless and until it has provided a Residents' Welcome Pack to the first occupier of that Residential Unit.

### **3. RESIDENTS LIAISON STRATEGY GROUP**

3.1 Prior to First Occupation of the Workspace the Developer shall establish a Residents' Liaison Strategy Group.

3.2 The Developer shall not First Occupy or permit First Occupation of the Workspace unless and until it has established a Residents' Liaison Strategy Group.

### **4. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME**

4.1 The Developer covenants to:

4.1.1 comply with the National Considerate Constructors Scheme during the construction of the Development;

4.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and

4.1.3 provide bi-annual written reports to the LPA outlining its compliance with paragraphs 4.1.1 and 4.1.2 above for duration of the construction phase of the Development.

### **5. CONSTRUCTION IMPACTS MITIGATION CONTRIBUTION**

5.1 Prior to Commencement of the Development the Developer shall pay to the LPA the Construction Impacts Mitigation Contribution and the Development shall not be Commenced until the Construction Impacts Mitigation Contribution has been paid to the LPA.



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

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

the Common Seal of

**LONDON LEGACY DEVELOPMENT  
CORPORATION**

in the presence of:



*A Horngate*

**Authorised Signatory**

Executed as a deed by

**BELLWAY HOMES LIMITED**

Acting by its attorney

~~NIGEL CLASBY/DUNCAN FISHER~~

Signed: \_\_\_\_\_

BELLWAY HOMES LIMITED by its attorney named above

In the presence of:

.....  
SIGNATURE OF WITNESS

.....  
NAME OF WITNESS

.....  
ADDRESS OF WITNESS

Nigel Clasby  
Group Head of Legal  
Bellway Homes Limited  
Woolsington House  
Woolsington  
Newcastle upon Tyne  
NE13 8BF

**APPENDIX 1**  
**PLANS**

## Phasing Plan

Handwritten initials: AH

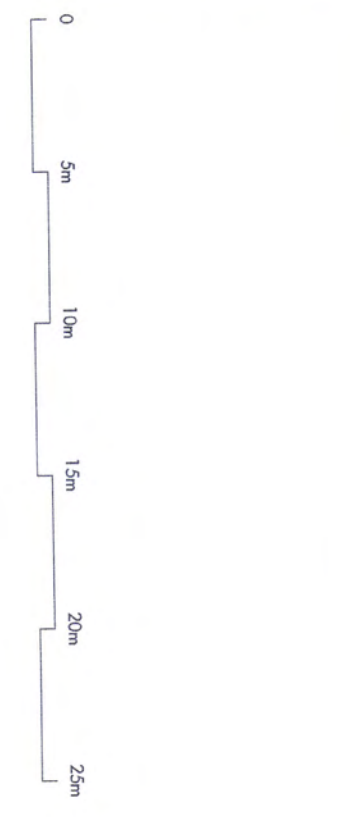
Handwritten signature: [Signature]



**Legend**

- Planning application boundary
- Area covered by outline element of planning application. Refer to plans submitted for approval for this area.
- Area covered by detail element of planning application. Refer to plans submitted for approval for this area.
- Phase 2 boundary

REV	DATE	DESCRIPTION	CD
P1	14.08.23	PARAMETER SUBMISSION	AH



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 85 Southwark Street  
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 facsimile 020 7921 0101  
 info@allensandmorrison.com  
 A&M JOB NO.: 16169

BARBERS ROAD PHASE 03  
 PARAMETER PLAN  
 OUTLINE & DETAIL APPLICATION BOUNDARIES  
 16169\_07\_002  
 SCALE 1:250 @A1 1:500@A3  
 P2

Do not scale from this drawing. Use figure dimensions only. Figure dimensions are in millimetres. All dimensions are in metres. All dimensions shall be verified on site before proceeding with works. All features and dimensions shown on this drawing must be verified on site. Where building components are described in the specifications on this drawing, dimensions shall be taken from the centre of the building. All dimensions shall be taken from the centre of the building unless otherwise stated. All dimensions shall be taken from the centre of the building unless otherwise stated. All dimensions shall be taken from the centre of the building unless otherwise stated.

## Site Plan



*[Handwritten Signature]*  
 Attorney



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with site features and ordnance survey. The architect must be notified of any discrepancy. Where building components are described in the specification as contractor designed, "contractor" information relating to those components on this drawing represents design intent only.  
 Allies & Morrison is not responsible for any errors covered by the transmission, translation, software or computer systems. Allies & Morrison is not responsible for use made of the drawings or models other than that for which they were produced by Allies & Morrison for the Client.

REV	DATE	DESCRIPTION	CD
P1	16.09.21	PLANNING SUBMISSION	JCB



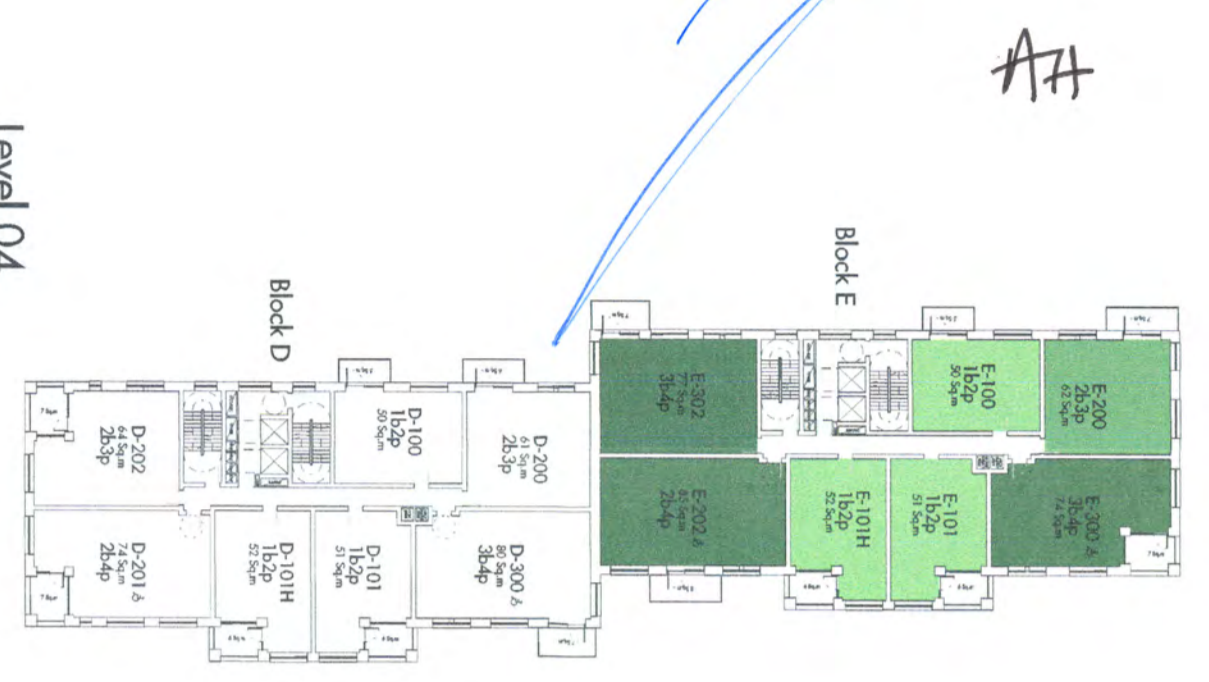
- Phase 03 application boundary line
- Phase 02 application boundary line

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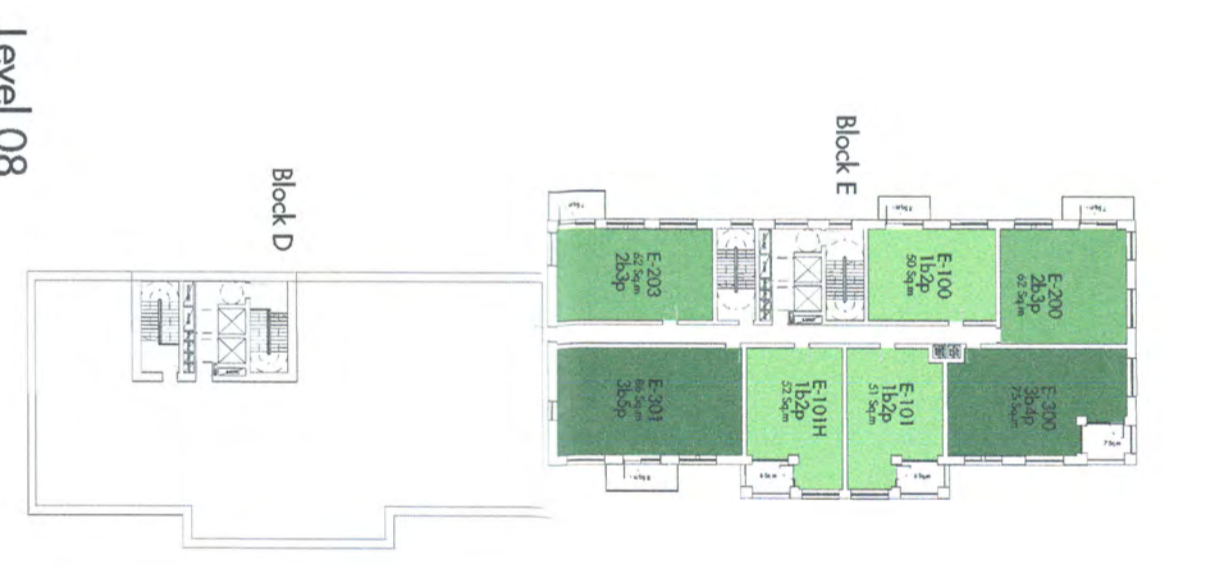
BARBERS ROAD PHASE 3 HYBRID APPLICATION  
 SITE LOCATION PLAN : EXISTING SITE  
 PLANNING  
 16169\_07\_015  
 SCALE 1:1250 @A1 1:2500@A3

P1  
 Revision

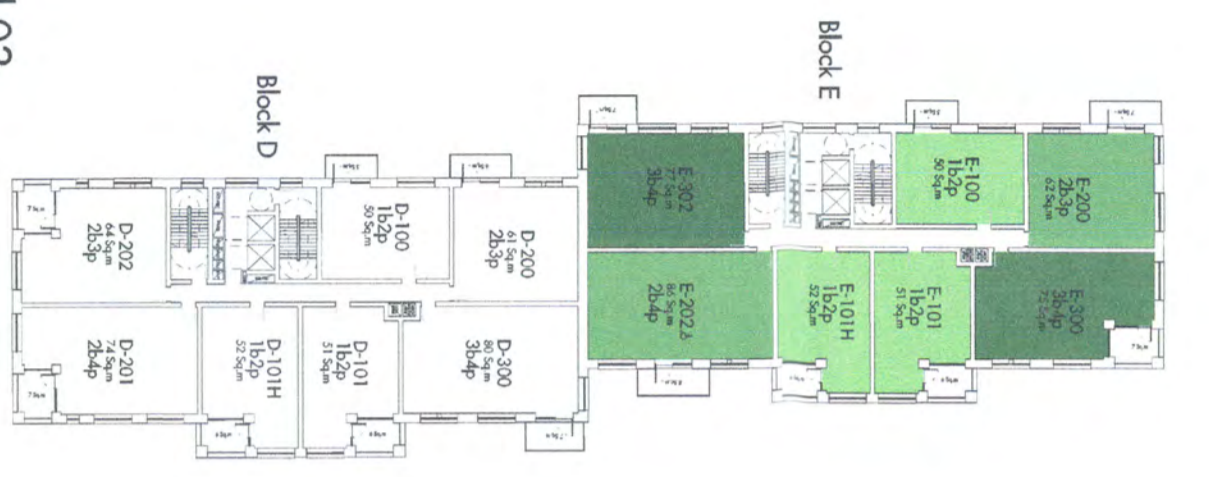
## Detailed Phase Affordable Housing Plan



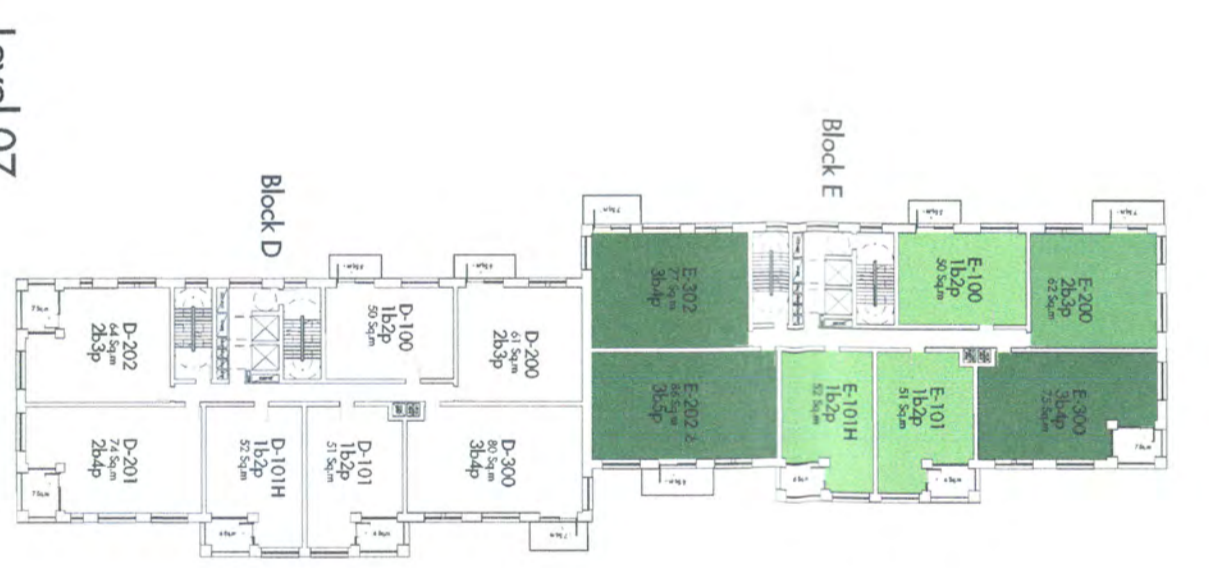
Level 04



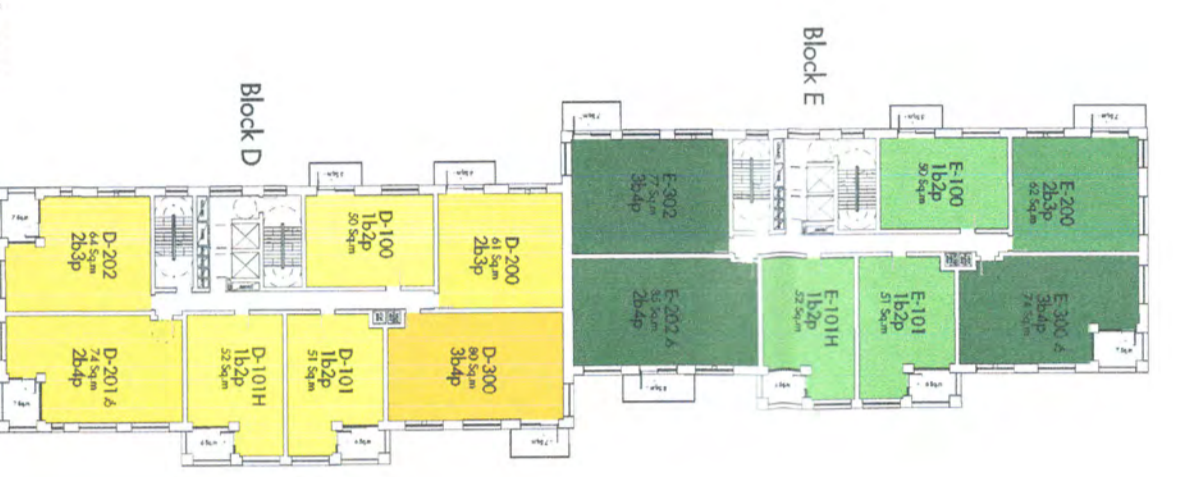
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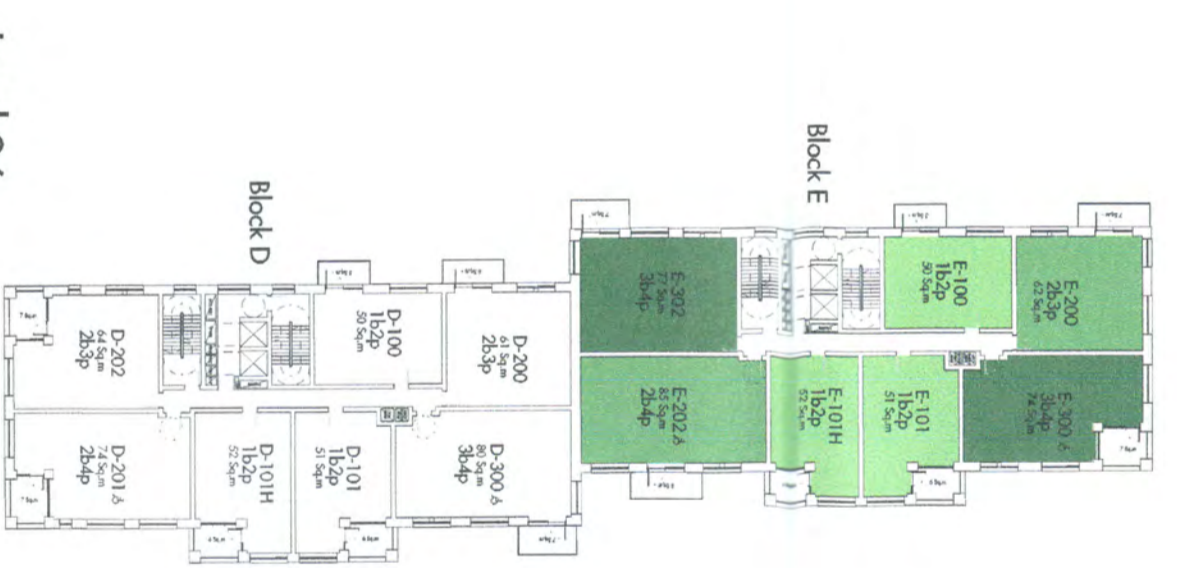
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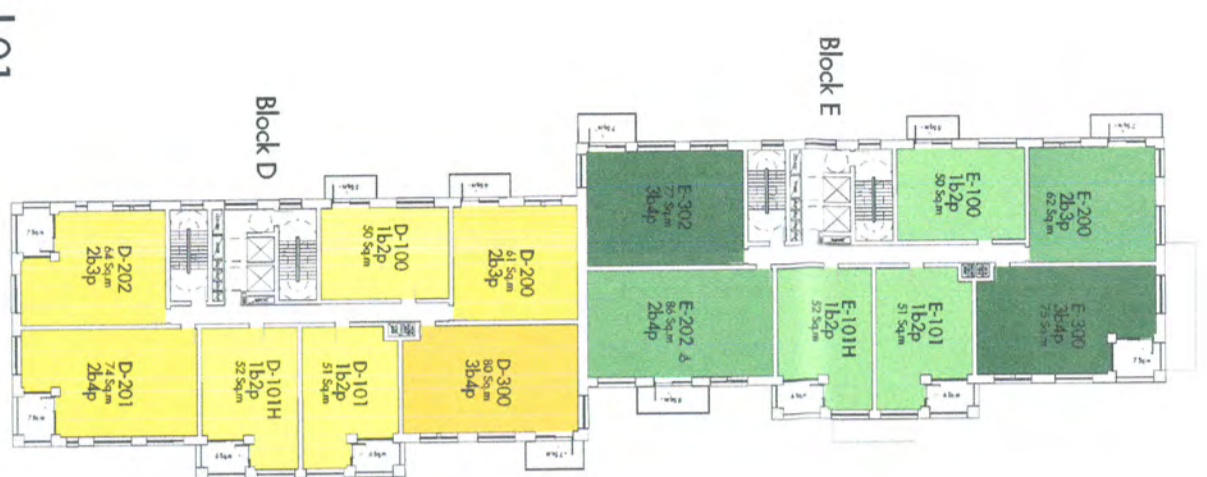
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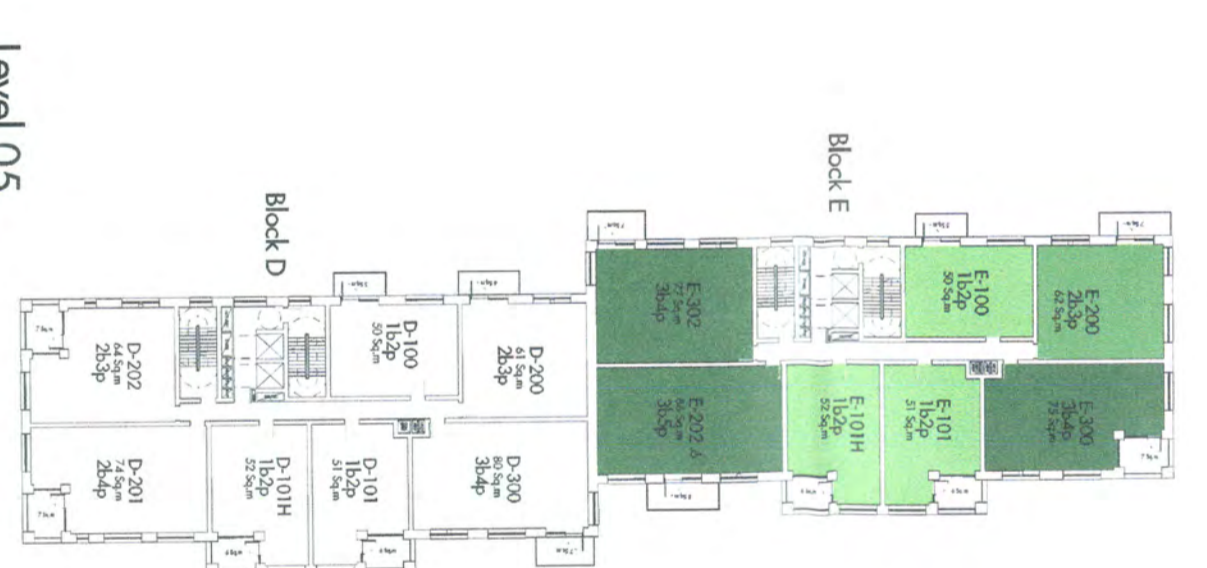
Level 02



Level 06



Level 01



Level 05



Figures and information are to indicate the intended use of the site. All information and drawings are subject to change without notice. The information and drawings are to be used for reference only and are not to be used for any other purpose. The information and drawings are to be used for reference only and are not to be used for any other purpose. The information and drawings are to be used for reference only and are not to be used for any other purpose.

REV	DATE	DESCRIPTION	BY
1	26/03/24	STRUCTURE NUMBER, DRAWING	

Shared Ownership  
Affordable Rent

Allies and Morrison  
85 Southwark Street  
London SE1 0HX  
020 7921 0100  
020 7921 0101  
info@alliesandmorrison.com

A&M JOB NO: 16169

BARBERS ROAD PHASE 3 HYBRID APPLICATION  
Blocks D & E Affordable Unit Location Plan  
DETAILED ELEMENT  
16169\_A\_07\_600

SCALE 1:500 @A1 1:1000@A3



## Public Realm Plan

A74

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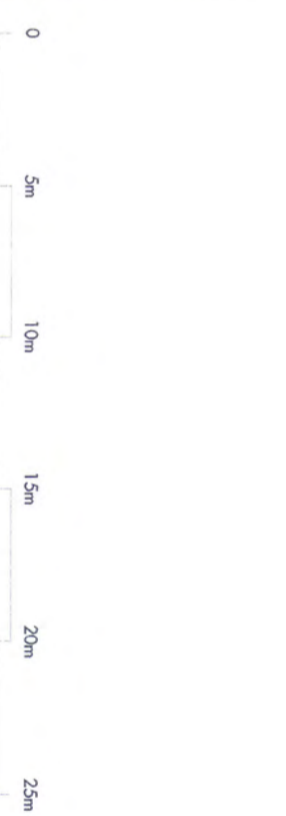


**Legend**

- Planning application boundary
- Area covered by detail element planning application
- Min. landscape / open space
- Pedestrian route to link landscape planning application
- Phase 2 boundary
- Min. & max. width +/- 5m in both directions
- Approximate location of substation if external

Do not scale from this drawing. Use figured dimensions only. Figured dimensions on this drawing are to be used for construction purposes only. Dimensions shown on this drawing are to be used for construction purposes only. Dimensions shown on this drawing are to be used for construction purposes only. Dimensions shown on this drawing are to be used for construction purposes only.

REV	DATE	DESCRIPTION	CD
1	14.03.23	APPROVED SUBMISSION	AM



Allies and Morrison  
 85 Southwark Street  
 London SE1 0JK  
 Telephone 020 7921 0100  
 Facsimile 020 7921 0101  
 email info@alliesandmorrison.com

BARBERS ROAD PHASE 03  
 PARAMETER PLAN 02  
 PUBLIC REALM  
 16169\_07\_005  
 SCALE 1:250 @A1 1:500@A3

## Highway Works Plan



**KEY**

- SITE BOUNDARY
- LOADING BAY
- BLUE BADGE BAY
- LANDSCAPING
- EXISTING ACCESS TO BE STOPPED UP
- PROPOSED SITE ACCESS
- EXISTING FOOTWAY TO BE REMOVED AND REPLACED WITH CARRIAGEWAY
- EXISTING FOOTWAY TO BE IMPROVED/RESURFACED

**NOTES**

- EXTENTS OF WORKS WITHIN PUBLIC HIGHWAY SHOWN.
- SUBJECT TO REVIEW OF HIGHWAY BOUNDARY INFORMATION.
- SUBJECT TO DETAIL DESIGN.
- EXTENTS OF WORK SHOWN IS INDICATIVE AND SUBJECT TO REVIEW.
- DETAILED HIGHWAY WORKS PLAN TO BE PRODUCED ON TOPOGRAPHICAL SURVEY MAPPING TO DEMONSTRATE IMPACT ON DRAINAGE, STREET FURNITURE, LIGHTING ETC.

FOR INFORMATION ONLY

WORK IN PROGRESS

Rev	Description	Dn	Chk	App	Date
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**ARDENT** CONSULTING ENGINEERS

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Client:  
**BELLWAY HOMES**

Project Title:  
**LEGACY WHARF PHASE 3 - REVISED SCHEME**

Drawing Title:  
**INDICATIVE HIGHWAYS WORKS PLAN**

A2 Scale	Date	Designed by	
1:500	27.09.24	GL	
Drawn by	Checked by	Approved by	
GL	AG	ATB	
Drawing Number	198044-D-006		Rev -

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Attorney

AH

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



## FULL PLANNING PERMISSION APPROVAL

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

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Please see notes at the end of this notice

Applicant  
Bellway Homes (Thames Gateway)

Agent  
Diana Thomson  
Savills Planning  
33 Margaret Street,  
London,  
W1G 0JD

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

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Date of Application: 02-Nov-2021

Application No 21/00460/FUL

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Proposal: The application proposes a "Hybrid planning application for comprehensive redevelopment of the site comprising:

- Application for outline permission (all matters reserved) for the erection of 6-buildings ranging between six (6) to fourteen (14) storeys in height to provide: 238 residential homes, including affordable housing (Use Class C3), and flexible commercial floorspace (Use Class E), together with associated blue badge car and cycle parking, public open spaces, landscaping and infrastructure works; and.
- Detailed application for full planning permission for the demolition of the existing buildings and the erection of one building, extending to eight (8) and nine (9) storeys in height, to provide 105 residential homes (Use Class C3) and flexible commercial floorspace (Use Class E), together with associated car and cycle parking, public open space, landscaping, public realm improvements and infrastructure works.

Location: Legacy Wharf Phase 3, Barbers Road, London, E15 2PH

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Part II - Particulars of Decision

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

## CONDITIONS

**The following conditions are applicable to the part of the development granted full planning permission and which is shown as red and marked 'detail' on plan 16169\_A\_07\_002\_Phase 03\_Site Red Line Boundary\_P1 only:**

1. Time Period

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

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

2. Approved Plans

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

Drawings

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

**The following conditions are applicable to the part of the development granted outline planning permission and which is shown in red and marked as 'outline' on plan 16169\_07\_002\_Outline and Detail Application\_P2 only:**

3. Time Period for outline

Applications for the approval of Reserved Matters relating to the Development shall be made not later than the expiration of 5 years from the date of this permission.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

4. Commencement Limit

The Development shall be Commenced either before the expiration of 5 years from the date of this permission, or before the expiration of 2 years from the date of the approval of the Reserved Matters to be approved, whichever is the later.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

5. Phasing

No applications for Reserved Matters approval shall be submitted until details of the phases of the Development (including the proposed number of Reserved Matters applications) have been submitted to and approved in writing by the Local Planning Authority.

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



#### 9. Environmental Statement Compliance

Development in accordance with Environmental Statement: The Development (including all matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in the submitted Environmental Statement ref: Legacy Wharf (Phase 3), Land at Barbers Road and Cooks Road, dated August 2023, prepared by Savills, unless otherwise provided for in any of these conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

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

#### 10. Archaeology

Prior to Commencement of development, including demolition, a stage 1 written scheme of investigation (WSI) shall be submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

- A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works:
- B. Where appropriate, details of a programme for delivering related positive public benefits.
- C. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development is in accordance with Policy BN.13 of the Local Plan (2020).

Pre-commencement justification: To ensure that any impact on archaeological remains during construction work is appropriately mitigated in advance of commencement of works.

#### 11. Foundation Design

Prior to commencement of each relevant phase of Development, with the exception of demolition, details of the foundation design and construction method to protect archaeological remains have been submitted and approved in writing by the local planning authority in consultation with the Greater London Archeologically Advisory Service (GLAAS). The development shall be carried out in accordance with the approved details.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development is in accordance with Policy BN.13 of the Local Plan (2020).

Pre-commencement justification: To ensure that any impact on archaeological remains during construction work is appropriately mitigated in advance of commencement of works.

#### 12. Demolition & Construction Environmental Management Plan

Prior to Commencement for each Phase, construction methodology, in the form of a Construction Environmental Management Plan shall be submitted to and approved in writing by the Local Planning Authority.

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

- a) Hours of work and noise mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) Location and height of any proposed stock;
- d) Deliveries within site, to ensure vehicles not stopping on the highway;
- e) The notification of neighbours with regard to specific works;
- f) Advance notification of road closures;
- g) Details of cranes and / or scaffolding to be erected during construction and demolition phases
- h) Details regarding parking, deliveries, quantum of deliveries, hours of deliveries and storage (including hours of deliveries);
- i) Commitment that deliveries will be made outside peak hours and school pick-up / drop-off hours as agreed with the Local Planning authority
- j) Details of measures to prevent the deposit of mud and debris on the public highway;
- k) Details of measures to protect trees and root protection areas during construction
- l) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- m) Details of collaboration with adjoining development sites to mitigate against detrimental impacts;
- n) Construction Transport Management Plan (CTMP) including measures such as restricting timing of demolition and construction movements (and access/egress to the site) to avoid peak congested hours on the local road network;
- o) Details of routes and access for construction traffic, including lorry holding areas;
- p) Dealing with complaints and community liaison; and
- q) A scheme for protecting nearby residential and commercial properties from noise and other environmental effects.
- s) No development, including demolition, shall commence until provision has been made to accommodate all site operatives', visitors' and construction vehicles loading, off-loading, parking and turning within the site or otherwise during the construction period in accordance with the approved details. The demolition and construction shall thereafter be carried out in accordance with the details and measures approved in the Demolition Environmental Management Plan and Construction Environmental Management Plan.

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

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

### 13. Construction Dust Monitoring and Mitigation

Prior to Commencement of each Phase, a dust monitoring, assessment and mitigation for all demolition and construction activities shall be submitted to and approved in writing by the Local

Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in November 2006 (or any subsequent revision) and shall include:

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

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

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

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

#### 14. Demolition and Construction Waste Management Plan

Prior to Commencement of each Phase, an updated Demolition and Construction Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The objectives of the management plan shall be to ensure all waste arising from demolition and construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The management plan shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of works including site-preparation and remediation. The management plan shall include as a minimum the following information:

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

The demolition and construction shall thereafter be carried out in accordance with the Demolition and Construction Waste Management Plan unless otherwise approved in writing by the Local Planning Authority.

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

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

#### 15. Wastewater.

Prior to commencement of each relevant Phase of Development, excluding demolition, no works shall Commence until confirmation has been provided that either:-

- a) Combined wastewater Capacity exists off site to serve the development, or
- b) A development and infrastructure phasing plan has been agreed with the Local Authority in consultation with Thames Water. Where a development and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan, or
- c) All combined wastewater network upgrades required to accommodate the additional flows from the development have been identified and completed before residential occupation.

Reason - Network reinforcement works may be required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid sewage flooding and/or potential pollution incidents in accordance with Policies BN.13 and S.5 of the Local Plan (2020).

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

#### 16. Piling

Prior to commencement of each relevant Phase of Development, with the exception of demolition, a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) shall be submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

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

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

#### 17. Contamination.

Prior to commencement of each phase of Development, a strategy for the following shall be submitted to, and approved in writing, by the Local Planning Authority:

1. A preliminary investigation report including a desk study and site reconnaissance;
2. A scheme of ground investigation, based on the preliminary investigation, describing and justifying the scope of investigations to provide sufficient information for a contamination risk assessment; and
3. A contamination risk assessment and remediation strategy report based on the findings of the ground investigation.

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

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

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

#### 18. Remediation

Prior to commencement of each Phase of Development, a remediation implementation and verification method statement, based on the contamination risk assessment and remediation strategy report, shall be submitted to and approved in writing by the Local Planning Authority. The remediation implementation and verification method statement shall be implemented as approved, with any changes agreed in writing with the Local Planning Authority.

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

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

#### 19. Unexpected contamination.

If during development unexpected contamination is encountered within any phase, then the Local Planning Authority shall be notified and no further relevant development (as agreed in writing with the Local Planning Authority) shall be carried out until an addendum to the remediation implementation and verification method statement has been submitted to and approved in writing by the Local Planning Authority (unless otherwise agreed in writing with the Local Planning Authority).

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

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

#### 20. Verification.

Prior to Occupation of each Phase of Development, a verification report demonstrating completion of works set out in the remediation implementation and verification method statement, has been submitted to and approved in writing by the Local Planning Authority.

The Verification report shall demonstrate clean cover in landscaped areas should be to a minimum of 600mm or to the maximum depth of the made ground and should demonstrate that the clean cover has been installed shall be presented to and approved by the local planning authority.

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

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors. Maintenance elements of the verification report shall be implemented as approve in accordance with Policy BN.14 of the Local Plan (2020).

## 21. Noise and Vibration Plan

Prior to Commencement of each Phase of Development, a noise and vibration management plan for the demolition and construction phases shall be submitted to and approved by the Local Planning Authority. The scheme shall include:

1. The identification of noise sensitive premises to be used as the location for noise monitoring, including any arrangements proposed for amending the selected locations if new noise sensitive premises are introduced during the construction period;
2. The noise parameters to be measured and the circumstances when continuous monitoring will be undertaken;
3. The arrangements for reporting the results of noise monitoring to the Local Planning Authority;
4. The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and
5. The arrangements for implementing mitigation measures for sensitive premises during construction.

The scheme shall be implemented in accordance with the approved details.

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

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

## 22. Gas protection.

Prior to the commencement of each Phase of Development, with the exception of demolition, the applicant shall either;

- a) Undertake a further gas survey to confirm whether gas protection is needed or;
- b) Install gas protection to 'Characteristic Situation 2' and provide a verification report compliant with CIRIA report C735 - Good practice on the testing and verification of protection systems

A report shall be provided to and approved by the local planning authority that either gas protection is unnecessary or a verification report showing a gas membrane has been fitted.

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

Pre-commencement justification: To ensure there is an appropriate plan to mitigate any potential detrimental health impacts on future users or occupants of the site arising from contamination in advance of commencement of works in accordance with Policy BN.14 of the Local Plan (2020).

### 23. Drainage Strategy.

Prior to Commencement of Development (excluding demolition), a site wide, fully coordinated drainage strategy must be provided alongside relevant consultation. The drainage strategy must include the following:

1. A drainage design with supporting hydraulic calculations. This should be supported by a plan showing the discharge point connections along with details of storage structures, SuDS, and flow controls (where applicable). The drainage strategy should be submitted and approved in writing by the local planning authority;
2. Maintenance requirements of the different components proposed within the strategy are to be provided in line with the guidance outlined in CIRIA C753.
3. A comprehensive viability assessment of sustainable drainage techniques in accordance with CIRIA C753 guidance including justification as to why certain options have been discounted.

Reason: ensure that SuDS is being fully considered, integrated and maintained during the development to reduce flood risk, protect the environment and respond to climate change in accordance with Policy S.5 of the Local Plan (2020).

### 24. Fire Safety

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

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

### 25. Lighting Strategy

Prior to any above ground works for each Phase of Development, a detailed lighting strategy shall be submitted and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that the lighting scheme has been designed to ensure that it minimises impacts by artificial lighting upon residential amenity in accordance with the recommended maximum limits for Environmental Zone 4, set out in the most recent version of the Institute of Lighting Professionals Guidance Note 01/21 for the reduction of obtrusive light.

Prior to occupation, evidence shall be submitted and approved by the Local Planning Authority which demonstrates the lighting has been implemented in accordance with the approved strategy.

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

### 26. Building services and plant.

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

Where mitigation is required to achieve the requisite levels, the details and specification of that mitigation will be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development.

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

27. Noise from commercial uses

Prior to Occupation of each Phase of Development, for noise from non-residential units, a noise management plan for each unit shall be submitted to the local planning authority and approved in writing. The management plan shall include details of the likely types of activity and associated noise level, and proposed noise mitigation measures.

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

28. Internal noise levels

Under whole dwelling ventilation conditions (as defined in Approved Document F), internal noise levels shall not exceed 35 dB LAeq,16hour during the day in living rooms and bedrooms, and 30 dB LAeq,8hour during night in bedrooms. External noise shall be controlled such that individual noise events in noise sensitive rooms at night, e.g. bedrooms, should not normally exceed 45dB L<sub>Amax,F</sub> more than 10 to 15 times a night. These limits apply to cumulative noise from external sources, internal mechanical ventilation systems and commercial uses on the ground floor.

Prior to occupation of each Phase of Development, evidence of compliance shall be provided based on pre-completion testing.

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

29. Scheme of sound insulation

Prior to Occupation of each Phase of Development, a proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses shall be submitted to and approved in writing by Local Planning Authority. Details should include airborne and impact sound insulation. The Development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved scheme is to be completed prior to occupation of the Development and thereafter permanently retained.



Reason: To ensure suitable acoustic conditions for occupants of the proposed development in accordance with Policy BN.12 of the Local Plan (2020).

30. Non-road mobile machinery (NRMM)

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

Reason: To ensure that air quality is not adversely affected by the development in accordance with Policy BN.11 of the Local Plan (2020).

31. Secured by Design Condition:

Prior to Occupation of each Phase of Development;

a) Details of the measures to be incorporated into the development, demonstrating how principles and practices of the current 'Secured by Design' (SBD) Residential and Commercial scheme and local crime prevention security measures will be included within the development, shall be submitted to and approved in writing by the Local Planning Authority. Once approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out Crime Officers, the development shall be carried out and maintained in accordance with the agreed details.

b) Prior to the first use of the buildings, a letter or SBD certification from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the development and areas within the demise have been met will be required.

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

32. Thames Water Infrastructure.

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

Reason: The proposed works will be in close proximity to underground strategic water main, utility infrastructure in accordance with Policies BN.13 and S.5 of the Local Plan (2020).

33. Detailed Drawings

Prior to any above grade works for each phase of Development hereby permitted, detailed architectural drawings (at the appropriate scale listed below) have been submitted to and approved in writing by the Local Planning Authority for the relevant building(s).

The following detailed drawings are required:

- a) All principal features on the facades e.g. bay studies (1:50 @ A3);
- b) Details of each building envelope (including roof) type (1:20 @ A3);
- c) Detailed brick elements including coursing detail and mortar joint profile (1:20 @ A3);
- d) Detailed window reveals (1:20 @ A3);
- e) Detailed precast elements including banding, drip detail, joint profile (1:20 @ A3);
- f) Detailed roof top screen / colonnade elements (1:20 @ A3);

- g) Details of glazing and curtain walling systems including any manifestation (1:20 @ A3);
- h) Key junctions/bonds between materials/finishes (1:20 @ A3);
- i) Ground floor frontages including residential entrances, commercial / workspace frontage, industrial entrance, glazing and signage zones, treatment to all ancillary spaces e.g plant rooms/cycle stores etc (1:50 @ A3);
- j) Parapets / copings, roof edges, rooftop screening, lift over runs etc (1:20 @ A3);
- k) Elevational location of all joints eg structural, movement, panels (1:100 @ A3);
- l) Elevational location of all openings in envelope eg ventilation grilles, flues etc. (1:100 @ A3);
- m) Head, jamb and sill details, including profiles, for all typical openings including to balconies / terraces and all ground floor entrances and doors (1:20 @A3);
- n) Details of balconies and roof top defensible spaces (including their floor finishes) (1:20 @A3);
- o) Balustrade details (1:20 @A3); and
- p) Details of soffits and canopies including to balconies (1:20 @A3).

No less than three months prior to the first occupation of the development detailed architectural drawings (at the appropriate scale listed below) of the following shall be submitted to and approved in writing by the Local Planning Authority for the relevant building(s):

- q) Elevational location of all items which are fixed to the façade eg fins/louvres, rainwater pipes, CCTV, alarms including any provision for cable runs boxes, residential entry systems, lightning conductors etc (1:100 @ A3).

The development shall be constructed in accordance with the approved detailed drawings and shall be retained as such for the lifetime of the development thereafter.

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

#### 34. Materials

Prior to any above grade works for each Phase of Development hereby permitted, a schedule of materials and products of all external facing materials to be used in the construction of the relevant building(s) hereby approved, along with material sample boards and/or full-size mock-ups, shall be submitted to and approved in writing by the Local Planning Authority.

The following details of materials and products, including samples and finishes, are required:

- a) Façade and roof cladding materials;
- b) Brick and mortar type (including mortar joint profile);
- c) Precast concrete (including joint profile and drip details);
- d) Roof top screen elements
- e) Window / door types (including frame profile, frame finish, glass types etc);
- f) Balustrades;
- g) Facing metalwork (including projecting balconies, service doors, louvres, screens, gates);
- h) All items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage etc.);
- i) Soffit and canopy materials (e.g balconies); and
- j) Balcony / private amenity terrace floor finishes

The development shall be constructed in accordance with the approved details and shall be retained as such for the lifetime of the development.

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

### 35. Landscape Design – (Outline).

Prior to the Commencement of Development of any phase of development (excluding superstructure works), full details site wide hard and soft landscape work and means of enclosure of all un-built, open areas and public realm shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall include all aspects of the public realm within the red-line boundary including along Barbers Road, Cook's Road, adjacent to Bow Back Street, City Mill Passage, City Mill Square and residential roof terraces.

Hard landscape details shall include:

- a) details of proposed finished levels or contours including any alterations in existing ground levels;
- b) means of enclosure and boundary treatments and any associated access points;
- c) car parking layouts including details of petrol and oil interceptors and electrical charging points;
- d) details of all vehicle and pedestrian access points and circulation areas;
- e) details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs;
- f) hard surfacing materials, including dimensions, bonding and pointing;
- g) minor artefacts and structures e.g. street furniture, play equipment, refuse or other storage units, planters (fixed and moveable), bollards and hostile vehicle mitigation;
- h) general arrangement plan of functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout;
- i) details of all short-stay cycle parking for residential and commercial uses, including details of Cargo cycling arrangements; and
- j) materials samples of all areas of hard landscaping.
- k) Interim landscape arrangements between phases of the development.

Soft landscape details shall include:

- l) planting plans including plant schedules, noting species (to include appropriate riverine species in locations to waterways), plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate;
- m) written specifications including cultivation and other operations associated with plant and grass establishment;
- n) all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage including proposals to link with SuDs strategy, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment;
- o) implementation programme including time of year for planting.

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

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity, biodiversity and character of the area in accordance with Strategic Policy

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

36. Landscaping (detail element).

Prior to the Commencement the Development of the detailed phase of development (excluding superstructure works), full details hard and soft landscape work and means of enclosure of all un-built, open areas and public realm shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall include all aspects of the public realm within the detailed red-line boundary including along Cook's Road, adjacent to Bow Back Street, City Mill Passage, City Mill Square and residential roof terraces.

Hard landscape details shall include:

- a) Details of proposed finished levels or contours including any alterations in existing ground levels.
- b) Means of enclosure and boundary treatments and any associated access points.
- c) Car parking layouts including details of petrol and oil interceptors and electrical charging points.
- d) Details of all vehicle and pedestrian access points and circulation areas.
- e) Details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs.
- f) Hard surfacing materials, including dimensions, bonding and pointing.
- g) Minor artefacts and structures e.g., street furniture, play equipment, refuse or other storage units, planters (fixed and moveable), bollards and hostile vehicle mitigation.
- h) General arrangement plan of functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout.
- i) Details of all short-stay cycle parking for residential and commercial uses, including details of Cargo cycling arrangements.
- j) Materials samples of all areas of hard landscaping.
- k) Interim landscape arrangements prior to the delivery of the outline phases of development.

Soft landscape details shall include:

- a) Planting plans including plant schedules, noting species (to include appropriate riverine species in locations to waterways), plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate.
- b) Written specifications including cultivation and other operations associated with plant and grass establishment.
- c) All planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage including proposals to link with SuDs strategy, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment.
- d) Implementation programme including time of year for planting.

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

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity, biodiversity and character of the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.2, BN.3, BN.4, BN.5, BN.8, T.4, T.6, T.9, S.1 and S.4 of the Local Plan (2020).

### 37. Living Roofs

Prior to any above ground works for each Phase of Development hereby permitted (excluding superstructure works), full details of biodiverse (green) roofs indicated on the approved drawings shall be submitted to and approved in writing by the Local Planning Authority for the relevant building(s).

The submitted details shall include:

- a) a detailed scheme of maintenance including irrigation system;
- b) details of associated ecological enhancements such as deadwood habitat, log piles, etc;
- c) details of access and safety precautions during maintenance operations;
- d) sections at a scale of 1:20 with manufacturer's details demonstrating the construction and materials used and showing a variation of substrate depth with peaks and troughs;
- e) full details of planting species and density; and
- f) details of interfaces with all rooftop mechanical elements or structures.

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

Reason: To ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan (2020).

### 38. Landscape Management

Prior to the first occupation of the development a landscape management plan (including implementation plan, long term design objectives and management responsibilities for all landscape areas (other than small, privately owned, domestic terraces) and schedule of landscape maintenance) shall have been submitted to and approved in writing by the Local Planning Authority.

The management plan shall consider biosecurity issues in relation to plant replacement and sustainability in relation to water usage and irrigation.

The approved landscape management plan shall be carried out as approved following the first installation of any landscaping and shall thereafter be carried out in accordance with the approved details for the lifetime of the development.

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

### 39. Electric Charging Provision

Prior to the commencement of landscaping works for each phase of development, details of active electric vehicle charging provision for all parking spaces shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall thereafter be carried out and operated in accordance with the approved details.

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

### 40. Car Parking Design and Management Plan

Prior to the first occupation/use of each Phase of Development hereby approved, a Car Parking Design and Management Plan shall have been submitted to and approved in writing by the Local Planning Authority in consultation with Transport for London.

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

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

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

#### 41. Circular Economy

Prior to the commencement of above grade works of each Phase of Development, an updated Circular Economy Statement shall be submitted to and approved in writing by the Local Planning Authority. The updated Circular Economy Statement should include a pre-demolition survey and a review of the construction process to-date against waste, energy and resource efficiency targets and key commitments set out within the approved Circular Economy Statement. The updated Circular Economy Statement should also set targets against which the Circular Economy Statement – Pre-operation condition will be assessed against.

The development shall only be constructed in accordance with the approved updated Circular Economy Statement.

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

#### 42. Whole life carbon

Prior to the occupation of each Phase of the Development, the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance.

The post-construction assessment should be submitted to the GLA at:

ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance.

Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the development.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with policy SI7 of the London Plan 2021.

#### 43. Long-Stay Cycle Parking Provision

Prior to first residential occupation of each phase of the development hereby permitted, details of the provision to be made for cycle parking (minimum site wide capacity: 659 long-stay cycle parking spaces for the residential units and 33 for the commercial units) to be in accordance with London Cycle Design Standards and include storage for a range of bicycle types) for both the residential and commercial uses, shall be submitted to and approved in writing by the Local Planning Authority. Should a stacked cycle parking solution be proposed, then these should be power assisted for ease of use for all users.

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

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

#### 44. Cycle storage – detail element.

Prior to first residential occupation of the detailed development hereby permitted, details of the provision to be made for cycle parking to be in accordance with London Cycle Design Standards and include storage for a range of bicycle types for both the residential and commercial uses (demonstrating a minimum 171 long-stay and 20 short stay spaces), shall be submitted to and approved in writing by the Local Planning Authority. Should a stacked cycle parking solution be proposed, then these should be power assisted for ease of use for all users.

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

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

#### 45. Waste and Recycling Storage

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

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

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

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

#### 46. Service and Delivery Management Plan

Prior to the occupation/use of the development hereby permitted, a site wide Service and Delivery Management Plan (including any required temporary servicing arrangements and details of refuse collection for residential and commercial uses) shall be submitted to and approved in writing by the

Local Planning Authority. The arrangements set out in the approved Service and Delivery Management Plan shall be put in place prior to first occupation of the development hereby permitted and the development shall thereafter be operated in accordance with the approved details for the lifetime of the development.

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

#### 47. Restaurant/Café Extract Flue

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

The equipment shall be installed in accordance with the approved details and specification and no food and drink use shall commence until the approved fume extraction equipment has been installed in the relevant unit and is fully operational.

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

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

#### 48. Smart Meters and Reduction of Energy Demand

All homes and non-residential units constructed as part of all Phases the Development hereby approved shall have smart meters installed prior to their first occupation/use (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas and water consumption which shall as a minimum be designed to inform the occupants and owners of each home or unit (as appropriate) of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

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

#### 49. Public Realm Fronting Doors

No ground floor doors or gates within any Phase of the Development shall open out onto the public realm. All such doors shall be fitted so that they open inwards only unless in an emergency situation.

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

#### 50. Potable Water

The dwellings hereby permitted within all Phases of the Development shall achieve the optional requirement set out in Regulation 36 (2b) of Building Regulations Approved Document G (2015



edition with 2016 amendments), which states that consumption of wholesome water shall not exceed 110 litres per person per day including a 5-litre allowance for external water use.

Reason: To optimise the standards of sustainable design and construction, in accordance with Policy SI.5 of the London Plan (2021) and Policies SP.5 and S.5 of the Local Plan (2020).

#### 51. Hours of Operation

The hours of operation of all of the proposed commercial units within all phases shall be within 06:00 to 23:00 on Monday to Saturday and 07:00 to 22:00 on Sundays and Bank Holidays.

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

#### 52. Wayfinding Strategy

Prior to Commencement of public realm works within any Phase of the Development, a site wide wayfinding strategy (consistent with Legible London standards or other such scheme approved by the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority. The Site Wide wayfinding strategy shall include the principles that are set out in the Design Code.

Reason: To ensure a high level of legibility and access throughout the Site in accordance with Policies T.4 and T.6 of the Local Plan (2020).

#### 53. Commercial Uses

Notwithstanding the provisions of The Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020, a minimum of 1,040sqm of the commercial floorspace as identified on ground floor plans shall only be used for the uses within Use Class E(g): Uses which can be carried out in a residential area without detriment to its amenity:

E(g)(i) Offices to carry out any operational or administrative functions,

E(g)(ii) Research and development of products or processes

E(g)(iii) Industrial processes

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

#### 54. Road Safety Audit

No development of any Phases of Development hereby permitted shall commence until a Stage 1 Road Safety Audit (RSA) of the proposed new vehicular access has been submitted to and approved in writing by the Local Planning Authority (in consultation with the Local Highway Authority). The RSA will be required to assess any changes in layout as a result of the development and the mitigation measures (if any) identified within the approved RSA shall be permanently implemented prior to first occupation and retained onsite. The new access shall be carried out in accordance with the approved RSA and retained thereafter.

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

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

55. Fabric Energy Efficiency Standards (FEES)

Subject to the circumstances outlined below, the Developer shall ensure that, on average, the residential units within each building within the Development shall meet, through onsite measures, the following Fabric Energy Efficiency Standards (FEES) for domestic dwellings calculated using the SAP 2012 methodology and referred to as "Full FEES".

- Apartment block: 39kWh/m<sup>2</sup>/yr

Where the parameters associated with daylighting, view-out, overheating criteria or technical viability cannot be met without compromising the Full FEES, the Developer shall aim to meet, the Full FEES standard for no less than 75% of buildings with the remainder of blocks achieving, through on-site measures alone, no less than the following FEES standards, referred to as "Interim FEES".

- Apartment block: 43kWh/m<sup>2</sup>/yr

Where Full FEES cannot be achieved, the Developer shall submit the following to the Local Planning Authority for approval in writing as part of the Reserved Matters Energy Statement:

1. Calculation of the 'carbon gap' between dwellings that have achieved Full FEES compliance and Interim FEES compliance and abate those residual emissions, assuming an abatement period of 30 years, through alternative onsite measures; and
2. A detailed justification for not achieving the Full FEES and where technical viability is an issue, this will need to be fully documented.
  - i) In the event that the FEES scheme is abolished or replaced the following requirements shall apply:
3. The aforementioned standards shall be required in respect of any Residential Unit for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement;
4. The aforementioned standards shall continue to be required in respect of any Residential Unit for which Reserved Matters are lodged in the period:
5. Commencing with the date of such abolition or replacement; and
6. Ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing that the fabric efficiency performance of Residential Units is at least equivalent to the aforementioned standards (for the purposes of this Condition only, the "Alternative Certification");
7. The standards identified as the Alternative Certification shall be required in respect of any Residential Unit for which Reserved Matters are lodged following the Approval Date, and FEES shall no longer apply to such Residential Units.

*Reason: To ensure a high standard of sustainable design and construction, in accordance with Policies S.2, S.4 and S.5 of the Local Plan (2020).*

56. Accessible Housing

Not less than 10% of the dwellings hereby permitted across all phases shall be designed and constructed as wheelchair accessible housing in accordance with optional requirement M4(3) Category 3 of Part M of the Building Regulations 2010 (Approved Document M,- 2015 edition incorporating 2016 amendments), with the remainder of the dwellings hereby permitted designed and constructed as accessible/adaptable housing in accordance with optional requirement M4(2) Category 2. The accessible housing provision shall be retained thereafter.

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

57. Ecology – BNG

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

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

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

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

## **INFORMATIVES TO BE ADDED**

1. Archaeology:

Written schemes of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London.

2. Designing out crime

In aiming to satisfy the designing out crime condition the applicant should seek the advice of the Police Designing Out Crime Officers (DOCOs). The services of the Police DOCOs are available free of charge and can be contacted via e-mail [docomailbox.ne@met.police.uk](mailto:docomailbox.ne@met.police.uk). It is the policy of the local planning authority to consult with the DOCOs in the discharging of community safety condition(s).

## **Proactive and Positive Statement**

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application to LLDC, the local planning authority continued to work with the applicant in a positive and proactive manner. The planning application complies with planning policy as stated above and was determined in a timely manner.

The applicant has been kept informed of the progress of the application and has been given the opportunity to respond to and address any problems arising.

Dated this:    **xxxx**



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

## London Legacy Development Corporation

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

#### Appeals to the Secretary of State

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

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

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

#### Purchase Notice

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