

DATED 28 AUGUST 2024

**DEED OF PLANNING OBLIGATION**

**Between**

- (1) LONDON LEGACY DEVELOPMENT CORPORATION**  
**and**  
**(2) WESTFIELD UK PROPERTY DEVELOPMENT LIMITED**  
**and**  
**(3) NETWORK RAIL INFRASTRUCTURE LIMITED**  
**and**  
**(4) LDC (PORTFOLIO) LIMITED**

**AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY  
PLANNING ACT 1990 AND SECTION 111 OF THE LOCAL GOVERNMENT ACT 1972  
AND SECTION 1 OF THE LOCALISM ACT 2011**

relating to

Land Adjacent to Meridian Steps, Angel Lane, Stratford City, Zone 1, E15 1BB

Re Planning Application 22/00178/FUL

THIS DEED is made on

28

day of

AUGUST

2024

**BETWEEN**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ (hereinafter called "the LPA"); and
- (2) **WESTFIELD UK PROPERTY DEVELOPMENT LIMITED** (Company number 03463891) of 4<sup>th</sup> Floor, 1 Ariel Way, London W12 7SL (hereinafter called the "First Owner"); and
- (3) **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company number 02904587) of Waterloo General Office, London, SE1 8SW (hereinafter called the "Second Owner"); and
- (4) **LDC (PORTFOLIO) LIMITED** (Company number 08419375) of South Quay Temple Back Bristol BS1 6FL (hereinafter called the "Applicant")

**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 First Owner is the registered freehold proprietor of part of the Site registered at HM Land Registry under Title Numbers TGL401107, TGL485704, and TGL536758 with title absolute and registered at HM Land Registry under Title Number EGL574657 with possessory title.
- (C) Pursuant to a transfer dated 4 October 2021, the First Owner is the freehold proprietor in respect of the remainder of the Site previously registered within title numbers EGL557876 and NGL90824 and is entitled to be registered as the registered proprietor of that part of the Site (the First Owner's interest at the date hereof is in the process of being registered at HM Land Registry via an application submitted to HM Land Registry with application reference NB8BFAA).
- (D) The Second Owner has a registered leasehold interest over part of the Site registered at HM Land Registry under Title Numbers TGL536790 and TGL536789.
- (E) The Applicant has an interest in the whole of the First Owner's freehold ownership of the Site as described in recitals (B) and (C) above Site pursuant to an Agreement for Lease ("AFL")

dated 26 July 2021 (as varied) which was entered into between The First Owner, Westfield Europe Limited, the Applicant and LDC (Holdings) Limited.

- (F) Due to the outstanding applications with the Land Registry described above in recitals in (C) and (E) the First Owner and the Applicant further covenant with the LPA as set out in Clause 2.4.
- (G) The Planning Application was validated by the LPA on 26 April 2022.
- (H) 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.
- (I) 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.

**NOW THIS DEED WITNESSES** as follows:

## **1 DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement (which shall include the Recitals, Schedules and Appendices hereto) the following words and expressions shall where the context so requires or admits have the following meanings:-

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended).
<b>"Above Ground Works"</b>	means works of construction of the Development at or above ground level being a height above the underground basement structure level.
<b>"Academic Year"</b>	means the academic year of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution.
<b>"Agreement"</b>	means this 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>"Anticipated Substantial Implementation Date"</b>	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented.
<b>"Building"</b>	means a building comprised in the Development.
<b>"Commencement"</b>	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and <b>"Commence"</b> and <b>"Commenced"</b> shall be construed accordingly.
<b>"Commencement Date"</b>	means the date upon which the Development is Commenced.
<b>"Completed"</b>	means completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and <b>"Complete"</b> and <b>"Completion"</b> shall be construed accordingly.
<b>"Comply"</b>	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and <b>"Compliance"</b> and <b>"Complying"</b> shall be construed accordingly.
<b>"Condition"</b>	means a condition of the Planning Permission.
<b>"Consent"</b>	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of

authorisation howsoever expressed and "Consents" shall be construed accordingly.

<b>"Council"</b>	means the London Borough of Newham and its successors in function.
<b>"Council's Area"</b>	means the administrative area of the Council.
<b>"Developer"</b>	Shall have the meaning ascribed to it in Clause 1.2.7.
<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 relevant Parties in respect of any matter contained in or arising from or relating to this Agreement or the relevant 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 9 to determine a Dispute.
<b>"First Occupation"</b>	means first Occupation of the Development or the relevant part thereof as provided for in this Agreement and "First Occupy" shall be construed accordingly.
<b>"Fit Out Works"</b>	means works comprised in the Development beyond Shell and Core.
<b>"GLA"</b>	means the Greater London Authority.
<b>"Higher Education Institution"</b>	means an education institution recognised by The Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education or such other education institution as shall be agreed between the LPA and the Developer from time to time.

<b>"Highway Authority"</b>	means the Council and/or TfL or their successors in function.
<b>"Index"</b>	means the All-in Tender Price Index or if the same shall cease to be published or if the LPA in its discretion considers more appropriate, such alternative index agreed by the LPA and the Developer.
<b>"Indexed"</b>	means in relation to a sum that is to be increased in accordance with Clauses 14.2 and 14.3.
<b>"Initial Wheelchair Accessible Units"</b>	means the 5% of Student Accommodation Units which are constructed as Wheelchair Accessible Units.
<b>"Initial Wheelchair Adaptable Units"</b>	means the 5% of Student Accommodation Units (in addition to the Initial Wheelchair Accessible Units) which are capable of being fully fitted out for a wheelchair user by removing the internal partition wall between two Student Accommodation Units to form Wheelchair Accessible Units as soon as reasonably practicable taking into account the Academic Year.
<b>"Interest"</b>	means interest at 4% above the base lending rate of Barclays Bank Plc from time to time.
<b>"Occupy" "Occupied" and "Occupation"</b>	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing.
<b>"Off Site"</b>	means on land outside the Site.
<b>"On Site"</b>	means on land within the Site.
<b>"Parties"</b>	means the parties to this Agreement and the word "Party" shall mean any one of them.
<b>"Planning Application"</b>	means the application for planning permission submitted to the LPA and bearing reference 22/00178/FUL for the

erection of 41 story building, to provide student accommodation (Use Class sui generis), flexible commercial floorspace including affordable workspace (Use Class E), community space (Use Class F.2), and new entrance to London Underground Limited (LUL), at basement and lower ground floor (Use Class sui generis), public realm and associated hard and soft landscaping, servicing, car parking, cycle store, boundary treatments, new substation and reinstatement of substation in existing location under Meridian Steps and other associated works.

**"Planning Permission"**

means a planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 2.

**"Preparatory Works"**

means the following enabling works:-

- (a) archaeological investigations
- (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions
- (c) site clearance
- (d) the erection of hoardings or other means of enclosure for site security operations
- (e) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development
- (f) (so far as is necessary) the creation of temporary access to the Site and
- (g) (so far as is necessary) the diversion of services.

<b>"Private Student Accommodation Units"</b>	means Student Accommodation Units which are not Affordable Student Accommodation Units (as defined in Schedule 1).
<b>"Reasonable Endeavours"</b>	means that it is agreed by the Parties that the relevant 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 the relevant 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 of a competent commercial developer in the context of the Development (or part of the Development).
<b>"Requisite Consents"</b>	means such Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose.
<b>"Shell and Core"</b>	means constructed to shell and core finish as that expression is understood in the commercial development industry.
<b>"Site"</b>	means the land shown edged red on Plan 1 at Appendix 1 of this Agreement.
<b>"SPD"</b>	means the LPA's supplementary planning document Planning Obligations dated 7 October 2022.
<b>"Student Accommodation"</b>	means the 952 Student Accommodation Units to be provided as part of the Development.



**"Student Accommodation Unit"** means any one studio or single bedroom unit forming part of the Student Accommodation and "Student Accommodation Units" shall be construed accordingly.

**"Substantial Implementation"** means Commencement of Development has occurred in addition to the following:-

- (a) the Preparatory Works have been completed and
- (b) all ground works (including completion of the basement slab and secant pile walling) have been completed

and "Substantially Implemented" shall be construed accordingly.

**"Superstructure Works"** means the construction of any one or more of the following parts of any Building, after construction of its foundations:-

- (a) frame: load bearing framework
- (b) upper floors: suspended floors, balconies, walkways and top landings
- (c) roof: roof structure, roof coverings and roof drainage
- (d) stairs and ramps: construction of ramps and stairs connecting floors at different levels
- (e) external walls: construction of all the external enclosing walls
- (f) windows, doors and openings in external walls.

**"TfL"** means Transport for London or its successor in function.

**"Title Consents"** means, in respect of Clause 18, all necessary consents which are required pursuant to title including consents under the following documents:

- (a) the contract dated 15 October 2019 and made between (1) Network Rail Infrastructure Limited and (2) Westfield UK Property Development Limited;
- (b) the transfer dated 15 October 2019 and made between (1) Network Rail Infrastructure Limited and (2) Westfield UK Property Development Limited; and
- (c) the lease of sub-surface tunnels dated 15 October 2019 and made between (1) Westfield UK Property Development Limited, and (2) Network Rail Infrastructure Limited and registered with title number TGL536790.

and for the avoidance of doubt does not include statutory consents.

**"Utility Undertaker"**

means any provider of gas, electricity, energy, water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site.

**"Working Day"**

means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive.

**"Wheelchair Accessible Units"**

means Student Accommodation Units which are constructed and fitted out to comply with the requirements and recommendations of BS8300-2:2018.

**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) Recital is to a Recital to this Agreement; and
- (e) Plan, is to a plan annexed to this Agreement as an Appendix;

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

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

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

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall unreasonably withhold or delay the giving or making of the same;

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 2.4, 2.6 and 2.7 references to the Developer in this Agreement include:

- (a) the Applicant and the First Owner;

- (b) persons deriving title from the Applicant and the First Owner; and
  - (c) the Applicant's and the First Owner'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 or LPA 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 the LPA 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 LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
  - 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and

1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site,

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own violation and independently of the terms of this Agreement pays or has paid a material financial consideration in order to Secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

1.7 The Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.

## **2 EFFECT OF THIS AGREEMENT**

2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.

2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.

2.3 Subject to Clauses 2.6, 2.8 and 2.9, 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 First Owner's freehold interest in the Site (provided that for the avoidance of doubt the obligations set out in paragraph 2.3 of Schedule 13 are given to the LPA by the Applicant alone and shall not bind the First Owner's freehold interest in the Site) and the Applicant's 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 are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.

2.4 The First Owner and the Applicant further covenant that:-

2.4.1 subject to the applications pending with the Land Registry described in recitals (C) and (E), their respective further freehold and leasehold interests in the Site shall also be bound mutatis mutandis in accordance with Clause 2.3; and

2.4.2 upon completion of the respective applications being registered with the Land Registry, provide written confirmation to the LPA (including updated official copies) as soon as reasonably practicable.

- 2.5 Subject to Clause 7.3, the obligations, covenants and undertakings 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 Second Owner's leasehold interest in the Site and the said obligations, covenants and undertakings are entered into with the intent that they shall be enforceable (subject to Clause 7.3 and provided that for the avoidance of doubt the obligations set out in paragraph 2.3 of Schedule 13 are given to the LPA by the Applicant alone and shall not bind the Second Owner's leasehold interest in the Site) not only against the Second Owner but also against any successors in title to or assigns of the and/or any person claiming through or under the Second Owner an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.6 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.6.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker; or
- 2.6.2 individual occupiers of the Student Accommodation Units who are in physical Occupation of such units SAVE FOR the obligations in paragraph 5 of Schedule 2 which are intended to be enforceable against such occupiers;
- 2.6.3 individual occupiers of the or lessees of individual Affordable Workspace or Charity Workspace who are in physical Occupation of the units.
- 2.7 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.
- 2.8 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.

- 2.9 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.10 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.11 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.
- 2.12 Subject to Clause 2.13 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.
- 2.13 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

### **3 CONDITIONALITY**

- 3.1 The provisions of this Agreement shall (apart from this Clause 3, Clause 2, 4.1.1 (to the extent the obligations, covenants and undertakings are pre-Commencement of Development) 4.1.2 to 4.1.4, 6, 9, 11, 13, 16 and 17) which shall have effect from the date of this Agreement) not take effect until all the following conditions have been satisfied:
- 3.1.1 the Planning Permission shall have been granted and issued; and
- 3.1.2 the Development shall have been Commenced.



#### **4 DEVELOPER'S AND APPLICANT'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 one of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;
  - 4.1.2 Not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
  - 4.1.3 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 Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.
- 4.2 Notwithstanding the above the Applicant further covenants with the LPA that it shall perform and Comply with, and procure performance of and Compliance with, each and every one of the obligations, covenants and undertakings on the part of Applicant contained in paragraph 2.3 of Schedule 13 of this Agreement which are given to the LPA by the Applicant alone.

#### **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 one of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

- 5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.
- 5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 years of the date of receipt by the LPA of such payment together with interest if any is accrued.
- 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 the Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

## 6 NOTICES

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

**LPA:-**

Address: Director of Planning Policy and Decisions London Legacy Development Corporation – Planning Policy and Decisions Team, Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ

For the attention of: Anthony Hollingsworth

**First Owner:-**

Address: 1 Ariel Way, London, W12 7SL

For the attention of: James Buckingham

**Second Owner:-**

Address: Waterloo General Office, London SE1 8SW

For the attention of: Lucy Grogan and Natasha Thomas

**Applicant:**

Address: South Quay, Temple Back, Bristol, BS1 6FL, quoting reference "S106 Meridian Steps, Angel Lane"

For the attention of: "Company Secretary"

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

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

- 7.1 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.
- 7.2 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.

7.3 Notwithstanding the Second Owner's covenant to bind its interest in the Site it shall not be liable to perform the Developer's obligations set out in this Deed unless and until it carries out, or procures a third party to carry out, the construction of the Development (and shall only in those circumstances be included within the definition of the "Developer" at Clause 1.2.7) PROVIDED THAT:-

7.3.1 The carrying out or procuring of a third party to carry out Fit Out Works will not constitute the construction of the Development for the purpose of this Clause 7.3; and

7.3.2 This Clause 7.3 shall operate for the benefit of the Second Owner only and no other person SAVE THAT for the purpose of this Clause 7.3 the Second Owner means:-

- (a) Network Rail Infrastructure Limited;
- (b) Any Affiliate of Network Rail Infrastructure Limited; and
- (c) The successors and assignees of any legal person within (a) or (b) above provided that the functions of such successor or assignee includes functions related to the operation of the railway

PROVIDED ALWAYS THAT in order to benefit from this Clause 7.3 the Second Owner and any entity referred to in (a)-(c) must be using its interest in the Site for purposes related to the operation of the railway only and no other purpose.

"Affiliate" means in relation to any company:

- (a) a company which is either a holding company or a subsidiary of such company; or
- (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary;

(and "holding company" and "subsidiary" shall have the respective meanings given to them in section 1159 of the Companies Act 2006).

## **8 VERIFICATION AND ENFORCEMENT**

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least 10 Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with PROVIDED THAT the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

## **9 DISPUTE RESOLUTION**

9.1 One party may by serving notice on the other relevant party or parties to the Dispute (the "Notice") refer a Dispute to an Expert for determination and references to the "Parties" in this Clause means the relevant parties to the Dispute.

9.2 The Notice must specify:

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

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

9.2.3 the proposed Expert.

9.3 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 9.7 provides otherwise) to nominate the Expert at their joint expense.

9.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "Decision") will (in the absence of manifest error) be final and binding on the Parties 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.

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

- 9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 9.7 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:
- 9.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
- 9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 9.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 9.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

## **10 NO WAIVER**

No waiver (whether express 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.

## **11 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.

## **12 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.

- 13 THE LPA'S COSTS** The Applicant agrees that it will on completion of the Agreement pay the LPA's reasonable and proper external legal costs incurred in the negotiation and completion of this Agreement.

**14 FINANCIAL CONTRIBUTIONS AND INDEXATION**

14.1 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.

14.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid (unless otherwise stated in this Agreement).

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

**15 INTEREST**

If any payment due to be paid by the parties under this Agreement is paid late Interest will be payable from the date payment is due to the date of payment.

**16 APPROVALS AND CONSENTS**

Where the agreement, approval, consent or expression of satisfaction is required from the LPA under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given in writing.

**17 JURISDICTION AND LEGAL EFFECT**

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

17.2 The provisions of this Agreement (other than this Clause 17.2 shall be effective in any event) shall be of no effect until this Agreement has been dated.

**18 NO ENCUMBRANCES**

The Substructure Works or Above Ground Works shall not be carried out until the Developer obtains all Title Consents (and provides the LPA with evidence of the same) which would otherwise prevent the Development from being carried out and brought into beneficial use.

**19 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.

**20 COUNTERPARTS**

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

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



## SCHEDULE 1

### AFFORDABLE STUDENT ACCOMMODATION

#### 1 DEFINITIONS

- "Affordable Student Accommodation"** means Student Accommodation that is provided at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent pursuant to this Schedule 1.
- "Affordable Student Accommodation Units"** means not less than 333 Student Accommodation Units (studio or single units) which comprise the Affordable Student Accommodation to be provided pursuant to paragraph 2 of this Schedule and "Affordable Student Accommodation Unit" shall be construed accordingly.
- "CPIH"** means the Consumer Prices Index published by the Office for National Statistics or any official publication substituted for it.
- "London Student Accommodation Affordable Rent"** means the maximum annual rent cost (inclusive of service charges, utilities and estate charges) for affordable purpose-built student accommodation published annually by the Greater London Authority in the Mayor's Annual Monitoring Report.
- "Perpetuity"** means a minimum term of 125 years from the date of First Occupation of an Affordable Student Accommodation Unit or the lifetime of the Development if shorter.

#### 2 MINIMUM AFFORDABLE STUDENT ACCOMMODATION UNITS

- 2.1 Not less than 35% of Student Accommodation Units shall be provided as Affordable Student Accommodation Units.
- 2.2 The Developer shall not carry out any Fit Out Works to the Student Accommodation until details of the locations and unit types of the Affordable Student Accommodation Units (including 1:50 floor plans of the proposed units) have been submitted to and approved in writing by the LPA and thereafter the Affordable Student Accommodation Units shall be provided in Perpetuity with the approved details unless otherwise agreed from time to time by the LPA in writing.

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

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

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

2.4.2 the Developer has complied with paragraph 2.2 of Schedule 2.

### **3 AFFORDABLE RENTS**

3.1 Subject to paragraphs 3.2 and 3.3 of this Schedule, the rent charges (inclusive of service charges, utilities and estate charges) for the letting of any Affordable Student Accommodation Units shall not exceed the London Student Accommodation Affordable Rent applicable at the time.

3.2 For so long as the London Student Accommodation Affordable Rent is published annually, the Developer shall once every three years from the date of the First Occupation of the Student Accommodation submit to the LPA for their approval a report detailing:-

3.2.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and

3.2.2 whether the current rent charges (together with any annual increases pursuant to paragraph 3.1 of this Schedule) require recalibration to reflect the most recently published London Student Accommodation Affordable Rent,

and thereafter the proposed recalibrated rent charges set out in the approved report shall be effective from the beginning of the next Academic Year until the submission of the next report pursuant to this paragraph 3.2.

3.3 If the London Student Accommodation Affordable Rent ceases to be published annually, the Developer shall submit to the LPA for approval a report annually detailing:-

3.3.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and

3.3.2 the proposed rent charges (inclusive of service charges, utilities and estate charges) for the letting of the Affordable Student Accommodation Units for the following Academic Year, which shall not exceed 55% of the maximum income that a new full-time student staying in London and living away from home could receive from the Government's maintenance loan for living costs for that Academic Year,

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

## SCHEDULE 2

### STUDENT ACCOMODATION

#### 1 DEFINITIONS

**"Affordable Nominations Agreement"** means a Nominations Agreement in respect of all of the Affordable Student Accommodation Units.

**"Cascade Mechanism"** means the cascade mechanism to be submitted to and approved by the LPA pursuant to paragraph 3.2 of this Schedule.

**"End User"** means any educational establishments or institutions to be attended by Students.

**"Growth Boroughs"** means the London Boroughs of Newham, Waltham Forest, Tower Hamlets or Hackney.

**"Interested Higher Education Institution"** means the Higher Education Institution with whom the Developer has entered into a Nominations Agreement from time to time.

**"London Student Accommodation Affordable Rent"** shall have the meaning given to it in paragraph 1 of Schedule 1.

**"Nominations Agreement"** means a completed and binding agreement or agreements with a Higher Education Institution (in the form of a contract or a lease or a freehold transfer of the relevant parts of the Student Accommodation) that either:-

- (a) secures the operation and management of Nominations Units by the Higher Education Institution directly or
- (b) grants rights to the Higher Education Institution to nominate any of its Students to become Occupants of Nominations Units

and in either case in a form that incorporates the cascade provisions in paragraph 3 of this Schedule and in a form that is to the LPA's reasonable satisfaction.

- "Nominations Units"** means the Student Accommodation Units which are subject to a Nominations Agreement which subject to the provisions of paragraph 2 of this Schedule shall be:-
- (a) all of the Affordable Student Accommodation Units; and
  - (b) not less than 153 of the Private Student Accommodation Units.
- "Private Nominations Agreement"** means a Nominations Agreement in respect of not less than 153 of the Private Student Accommodation Units.
- "Students"** means students enrolled in a full-time higher education course at a Higher Education Institution and any student linked to the Higher Education Institution and "Student" shall be construed accordingly.
- "Student Housing Accommodation Provider"** means a recognised and registered provider of student housing accommodation in England which could manage and operate the Student Accommodation as shall be agreed between the LPA and the Developer from time to time.

## 2 NOMINATIONS AGREEMENT

- 2.1 Subject to paragraph 2.6 of this Schedule, the Developer covenants with the LPA to:-
- 2.1.1 enter into an Affordable Nominations Agreement prior to First Occupation of the Student Accommodation; and
  - 2.1.2 use Reasonable Endeavours to:-
    - (a) enter into a Private Nominations Agreement prior to First Occupation of the Student Accommodation; and
    - (b) maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies beyond the minimum 153 Private Student Accommodation Units.
- 2.2 Subject to paragraph 2.6 of this Schedule, the Developer covenants not to First Occupy the Student Accommodation unless and until:-
- 2.2.1 the Developer has entered into an Affordable Nominations Agreement and provided evidence of the same to the LPA's satisfaction; and

2.2.2 the Developer has either:-

- (a) entered into a Private Nominations Agreement and provided evidence of the same to the LPA's satisfaction; or
- (b) used Reasonable Endeavours to enter into a Private Nominations Agreement and maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies and provided the LPA with satisfactory evidence of the use of such Reasonable Endeavours and the reasons for having failed to enter into a Private Nominations Agreement.

2.3 Where paragraph 2.2.2(b) of this Schedule applies and the LPA has confirmed in writing that it is satisfied the Developer has used Reasonable Endeavours to enter into a Private Nominations Agreement, it is hereby agreed that the Developer may Occupy the Private Student Accommodation in the absence of a Private Nominations Agreement for a period of one year and subject to compliance with the following obligations: -

2.3.1 The Developer shall continue to use its Reasonable Endeavours to enter into a Private Nominations Agreement;

2.3.2 For a period of one year from Practical Completion of the Student Accommodation Units the Developer shall let 153 of the Private Student Accommodation Units in the absence of a Private Nominations Agreement on the open market to Students at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent after which the Developer shall not be permitted to let the Private Student Accommodation Units on the open market; and

2.3.3 The Developer shall report to the LPA in writing every three months with such information as the LPA reasonably requests to enable the LPA to determine whether the Developer's obligations in paragraphs 2.3.1 and 2.3.2 of this Schedule above are being Complied with.

2.4 Subject to paragraph 2.6 of this Schedule, the Developer covenants with the LPA to maintain an Affordable Nominations Agreement for the lifetime of the Development and not to permit Occupation of the Student Accommodation without a binding Affordable Nominations Agreement in place.

2.5 The Developer covenants with the LPA to notify the LPA in writing upon:-

- 2.5.1 the expiry or termination of a Nominations Agreement; and
- 2.5.2 the completion of any new Nominations Agreement, such notice to include a copy of the completed Nominations Agreement.

2.6 In circumstances where all of the Student Accommodation has been Completed and is ready for Occupation part way through an Academic Year and the Developer has not entered into an Affordable Nominations Agreement and a Private Nominations Agreement at that point the Developer may Occupy the Student Accommodation for the remainder of that Academic Year PROVIDED THAT not less than 35% (thirty five percent) of the Student Accommodation Units are let on the open market to Students at a rental cost for the remainder of that Academic Year equal to or below the London Student Accommodation Affordable Rent and for the avoidance of doubt the obligations in paragraphs 2.1 to 2.5 of this Schedule apply from the start of the next Academic Year onwards (and only from that point) and the Student Accommodation cannot be Occupied unless in compliance with those paragraphs.

### **3 OCCUPATION OF STUDENT ACCOMMODATION DURING ACADEMIC YEAR**

3.1 The Developer covenants that during the Academic Year the Student Accommodation shall:-

3.1.1 only be offered for Occupation to the following Students and in the following order of priority (from highest to lowest):-

- (a) to Students enrolled at the Interested Higher Education Institution;
- (b) to Students enrolled at Higher Education Institutions based in the LPA's administrative area;
- (c) to Students enrolled at Higher Education Institutions based in the Growth Boroughs; and
- (d) any other Students enrolled at Higher Education Institutions; and

3.1.2 be offered in accordance with the approved Cascade Mechanism.

3.2 No works comprised in the Student Accommodation beyond the Superstructure Works shall be carried out until the Developer has submitted and obtained the LPA's approval to a cascade mechanism which shall set out the following details:-

- 3.2.1 the Reasonable Endeavours that must be used to secure Occupation of the Student Accommodation by Students enrolled at the Interested Higher Education Institution, including the duration of the offer period (the "**First Offer Period**"), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students;
- 3.2.2 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in the LPA's administrative area, including the duration of the offer period (the "**Second Offer Period**") (which must be sequential to the First Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students; and
- 3.2.3 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in the Growth Boroughs, including the duration of the offer period (the "**Third Offer Period**") (which must be sequential to the Second Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students.
- 3.3 The Developer shall implement the approved Cascade Mechanism during the lifetime of the Development.

#### **4 OCCUPATION OF STUDENT ACCOMMODATION OUTSIDE ACADEMIC YEAR**

- 4.1 Subject to paragraph 5 of this Schedule the Developer shall actively market the Student Accommodation (and use Reasonable Endeavours to secure its Occupation) outside the Academic Year:-
- 4.1.1 to any Student enrolled on a recognised educational course or placement;



- 4.1.2 as temporary accommodation for uses related to an End User educational and conference operations including the housing of temporary "summer school" students;
- 4.1.3 as temporary accommodation for users related to a Higher Education Institution including academics, postgraduates or lecturers;
- 4.1.4 to any delegates of an End User;
- 4.1.5 temporary uses expressly identified in paragraph 4.15.13 of the supporting text to policy H15 of the London Plan 2021 (or any replacement text in a replacement London Plan);
- 4.1.6 to such other class of user as agreed with the LPA in writing, at an equivalent daily rate to that charged to Students of Private Student Accommodation Units and Affordable Student Accommodation Units (as appropriate).

## **5 STUDENT ACCOMMODATION (GENERAL PROVISIONS)**

- 5.1 The Developer covenants with the LPA as follows:-
  - 5.1.1 to ensure that the temporary Occupation of Student Accommodation outside the Academic Year pursuant to paragraph 4.1 of this Schedule shall not:-
    - (a) result in a material change of use of the Student Accommodation for the purposes of section 55 of the 1990 Act; or
    - (b) disrupt the Occupation of the Student Accommodation during the Academic Year pursuant to paragraph 3 of this Schedule;
- 5.2 to ensure that each Student Accommodation Unit is used at all times as a single planning unit;
- 5.3 to ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as student accommodation;
- 5.4 that no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling unit not forming part of the single planning unit; and
- 5.5 that no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions in this Schedule.

### SCHEDULE 3

#### WHEELCHAIR STUDENT ACCOMODATION

##### 1 DEFINITIONS

- "Additional Wheelchair Accessible Units"** means Initial Wheelchair Adaptable Units which are adapted to Wheelchair Accessible Units.
- "Wheelchair Marketing Strategy"** means a strategy that has been approved in writing by the LPA and which sets out the details of how the Wheelchair Accessible Units will be marketed to Students with accessibility needs.
- "Wheelchair Unit Monitoring"** means the monitoring of demand for and occupation of the Wheelchair Accessible Units (including but not limited to the Initial Wheelchair Accessible Units) by Students with accessibility needs which shall as a minimum include the following:-
- (a) including questions about accessibility needs on enquiry and booking forms for Student Accommodation Units
  - (b) recording enquiries from Students with accessibility needs made for Student Accommodation Units and logging the outcome of each inquiry including whether a Wheelchair Accessible Unit was available and/or offered
  - (c) recording the occupation of Wheelchair Accessible Units and
  - (d) keeping a waiting list of Students with accessibility needs who have expressed an interest in Wheelchair Accessible Units.

**"Wheelchair Unit  
Monitoring Period"**

means the date commencing six months prior to First Occupation of the Student Accommodation and lasting for the lifetime of the Development.

**"Wheelchair Unit  
Monitoring Report"**

means a report submitted at the end of a Wheelchair Unit Report Period setting out the data and information gathered as part of the Wheelchair Unit Monitoring during that period and such report shall be in a form previously agreed in writing with the LPA and shall include the following:-

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

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

- (a) initially the period of six months commencing on the date which is six months prior to First Occupation of

the Student Accommodation and ending on the date of First Occupation of the Student Accommodation; and thereafter

- (b) each period of 12 months on a rolling basis until the end of the Wheelchair Unit Monitoring Period.

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

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

2.2 The Developer shall provide the Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units in the locations approved by the LPA pursuant to paragraph 2.1 of this Schedule.

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

3.1 For each letting of a Wheelchair Accessible Unit, the Developer shall:-

3.1.1 actively market the Wheelchair Accessible Unit to Students with accessibility needs in accordance with the Wheelchair Marketing Strategy for a period of not less than nine months prior to commencement of the first Academic Year during which all the Student Accommodation will be Completed and ready for Occupation, and thereafter on a rolling basis as the Wheelchair Accessible Unit becomes vacant; and

3.1.2 use Reasonable Endeavours for a period of not less than three months from commencement of the first Academic Year to grant a tenancy for the Wheelchair Accessible Unit to a Student with accessibility needs,

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

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

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

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

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

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

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

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

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

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

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

## SCHEDULE 4

### SUSTAINABLE TRANSPORT

#### 5 DEFINITIONS

**"Construction Impacts Contribution"** means the sum of £50,000 (Indexed) which shall be used by the LPA towards the mitigation of the construction impacts of the Development including the provision of safety measures and safety personnel to assist nearby residents and businesses during the construction period.

**"LLDC Construction Transport Management Group"** means the group responsible for the implementation of the LLDC construction transport management plan which directs the way in which construction transport is managed, governed and delivered within the LPA's area and controlling the demolition and construction noise and vibration and dust impacts.

**"LLDC Construction Transport Management Group Contribution"** means the sum of £20,000.00 (twenty thousand pounds) (Indexed) which shall be used by the LPA towards the monitoring of highway safety and construction works in connection with the Development and administration of the LLDC Construction Transport Management Group.

#### 2 RESTRICTION ON ON-STREET PARKING PERMITS

2.1 The Developer shall procure that:-

2.1.1 no occupier of any Student Accommodation Unit shall apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the lifetime of the Development unless:-

- (a) 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; and/or
- (b) otherwise agreed with the Highway Authority;

2.1.2 no Student Accommodation Unit shall be Occupied by any person unless a notice has been served on such person that such person shall not be entitled (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 resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's Area.

2.2 The Developer covenants with the LPA that:-

2.2.1 it shall include in each tenancy of a Student Accommodation Unit 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 lifetime 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;

2.2.2 no Student Accommodation Unit shall be Occupied unless the covenant set out in paragraph 2.2.1 of this Schedule above is contained in the transfer or lease for that unit; and

2.2.3 prior to the Occupation of the Student Accommodation to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this Schedule and thereafter notify the LPA in writing that such notification has been made.

### **3 LLDC CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

3.1 With effect from the date of this Agreement the Developer shall:-

3.1.1 notify the LLDC Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

3.1.2 if invited to attend meetings of the LLDC Construction Transport Management Group, send one or more representatives to such meetings; and

3.1.3 provide such information to the LLDC Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.

3.2 The obligation in paragraph 3.1 of this Schedule shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

3.3 The Developer shall pay the LLDC Construction Transport Management Group Contribution to the LPA prior to the Commencement of Development, and no Development shall Commence until the LLDC Construction Management Group Contribution has been paid to the LPA.

#### **4 CONSTRUCTION IMPACTS CONTRIBUTION**

4.1 The Developer shall pay the Construction Impacts Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Construction Impacts Contribution has been paid to the LPA.



## SCHEDULE 5

### TRAVEL PLAN

#### 1 DEFINITIONS

- "Modal Split Targets"** means the modal split targets identified in the approved Travel Plans.
- "Monitoring Period"** means in relation to the Student Accommodation six months after First Occupation of the Student Accommodation until five years following such First Occupation.
- "Sustainable Transport Measures"** means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling subject always to the Developer being able to obtain any necessary planning permission and/or third party agreement in relation to delivery of any such infrastructure) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- "Travel Plans"** means the relevant travel plans to be submitted to the LPA for approval pursuant to paragraphs 2.1 and 2.2 of this Schedule and "Travel Plan" shall be construed accordingly.
- "Travel Plan Monitoring"** means monitoring of the approved Travel Plans 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 residents of, visitors to, and employees of, the Development.

**"Travel Plan Monitoring Contribution"** means the sum of £5,000.00 (five thousand pounds) (Indexed) which shall be used by the LPA towards the monitoring of the Travel Plans.

**"Travel Plan Monitoring Officer"** means a person or persons appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plans.

**"Travel Plan Monitoring Report"** means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:-

- (a) details of trip generation rates
- (b) details of mode share and change in mode share over time
- (c) details of how effectively the Travel Plan has operated within the previous period
- (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 or are unlikely to be met) a proposed revision to the Travel Plan for approval by the LPA in writing 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 in relation to the Student Accommodation initially the period of six months commencing on the First Occupation of a Student Accommodation Unit and thereafter every six months on a rolling basis for a period of 10 years.

## **2 TRAVEL PLAN**

2.1 No later than one year prior to First Occupation of the Student Accommodation the Developer shall:-

2.1.1 submit and obtain the LPA's approval to a Travel Plan related to the Student Accommodation; and

2.1.2 appoint a Travel Plan Monitoring Officer in respect of the Travel Plan related to the Student Accommodation and notify the LPA in writing of the name and contact details of such officer.

2.2 No part of the Student Accommodation shall be Occupied until the Developer has:-

2.2.1 submitted and obtained the LPA's approval to a Travel Plan related to the Student Accommodation; and

2.2.2 appointed a Travel Plan Monitoring Officer in respect of the Travel Plan related to the Student Accommodation and notified the LPA of the name and contact details of such officer.

2.3 The Travel Plan submitted pursuant to paragraph 2.1 of this Schedule shall contain measures, commitments, targets and plans.

2.4 The Travel Plan to be submitted pursuant to paragraph 2.1 of this Schedule shall:-

2.4.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;

2.4.2 contain clear commitments to measures, including investigation of potential additional measures;

2.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA; and

2.4.4 contain measures aimed at:-

- (a) positively influencing the travel behaviour of residents, employees and other users of the relevant part of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the relevant part of the Development.

2.5 The Developer shall implement the approved Travel Plan and any amendments thereto during the lifetime of the Development.

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

### **3 TRAVEL PLAN MONITORING**

3.1 The Travel Plan Monitoring Contribution shall be paid to the LPA prior to First Occupation of the Development.

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

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

3.4 Prior to the submission of a report referred to in paragraph 3.3 of this Schedule the Developer shall agree the structure of that report with the LPA.

3.5 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.

#### 4 MODAL SPLIT TARGETS

- 4.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved or are unlikely to be achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.
- 4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as approved by the LPA.
- 4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved or are unlikely to be achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

## SCHEDULE 6

### EMPLOYMENT AND TRAINING

#### 1 DEFINITIONS

- "Construction Phase Employment Contribution"** means the sum of £243,551.00 (two hundred and forty-three thousand five hundred and fifty-one pounds) (Indexed) to be paid to the LPA for the LPA to spend on implementing initiatives to reduce worklessness in the Local Boroughs.
- "Employment Monitoring Report"** means a report prepared by the Developer following written request from the LPA and detailing how the Developer is meeting the requirements set out in this Schedule, including providing detail on the current make-up of the workforce related to the Development at that time.
- "End Use Phase Employment Contribution"** Means the sum of £158,150.00 (one hundred and fifty-eight thousand one hundred and fifty pounds) (Indexed) to be paid to the LPA for the LPA to spend on implementing initiatives to reduce worklessness in the Local Boroughs.
- "Our Newham Work"** means Newham Council's partnership one-stop shop for jobs and enterprise, bringing together Newham Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers, which includes job search support for local residents (employed and unemployed), access to training provision for jobseekers and business support services, as well as supporting local firms' recruitment needs and whose address is Boardman House, 64 Broadway, Stratford, E15 1NT (or any other body or programme that takes on these functions or such other entity as Newham Council may nominate to perform the same obligations).
- "London Living Wage"** means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA.

## **2 CONSTRUCTION PHASE EMPLOYMENT CONTRIBUTION**

- 2.1 The Developer covenants to pay to the LPA the Construction Phase Employment Contribution prior to the Commencement of the Development.
- 2.2 The Developer covenants not to Commence the Development until it has paid to the LPA the Construction Phase Employment Contribution.

## **3 END USE PHASE EMPLOYMENT CONTRIBUTION**

- 3.1 The Developer covenants to pay to the LPA the End Use Phase Employment Contribution prior to the commencement of the Above Ground Works.
- 3.2 The Developer covenants not to commence Above Ground Works until it has paid to the LPA the End Use Phase Employment Contribution.

## **4 LOCAL LABOUR AND LOCAL BUSINESS**

- 4.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) use reasonable endeavours to ensure that:
- 4.1.1 at least 35% of the construction workforce are local residents of the Local Boroughs, provided that, the Developer shall use Reasonable Endeavours to ensure that priority is given to individuals who reside in the London Borough of Newham.
- 4.1.2 that the 35% of local residents are made up of the following target groups:-
- (a) 30% being Black, Asian and Minority Ethnic residents
  - (b) 10% being female residents; and
  - (c) 5% being people with a recognised disability;
- 4.1.3 that all employees employed at the Development in construction jobs are paid the London Living Wage.
- 4.2 The Developer shall use Reasonable Endeavours to, and shall procure that its tenant(s) and any sub tenants (in respect of end use vacancies and jobs) use reasonable endeavours to ensure that:

- 4.2.1 At least 50% of the operational workforce are local residents of the Local Boroughs and Developer shall use Reasonable Endeavours to ensure that priority is given to individuals who reside in the London Borough of Newham.
- 4.2.2 the 50% of local residents are made up of the following target groups:-
- (a) 30% being Black, Asian and Minority Ethnic residents;
  - (b) 10% being female residents;
  - (c) 5% being people with a recognised disability;
- 4.2.3 at least 5% being work-based learning opportunities through either apprenticeships or paid internships targeted towards young people (aged 16-30 years) for not less than six months to be at the London Living Wage.
- 4.3 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors and its tenant(s) and any sub tenants, use reasonable endeavours to ensure that:-
- 4.3.1 businesses located in the Local Boroughs benefit directly from the commercial opportunities arising from the Development;
  - 4.3.2 20% of the value of goods and services procured during the Development are supplied by businesses located within the Local Boroughs; and
  - 4.3.3 provide local agencies within the Local Boroughs with early information relating to availability of vacant space within the Development.
  - 4.3.4 Work with Our Newham Work to engage with local businesses to improve their ability to take advantage of supply chain opportunities arising from the Development within reasonable commercial and legal terms.
- 4.4 The Developer will provide the LPA with an Employment Monitoring Report showing performance at regular intervals within a reasonable time to be agreed in writing with the LPA.



## SCHEDULE 7

### SUSTAINABILITY

#### 1 DEFINITIONS

- “Carbon Emissions Report”** means (where applicable) a report in respect of the Development setting out:
- (a) an assessment of the estimated regulated CO<sub>2</sub> emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA’s Draft Energy Assessment Guidance (April 2020);
  - (b) whether an On Site reduction of regulated CO<sub>2</sub> emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised;
  - (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved;
- if the net zero carbon target is not met On Site (i) the carbon gap and (ii) the calculation of the Carbon Offset Payment payable based on that carbon gap
- “Carbon Offsetting”** means the process of compensating for carbon dioxide emissions arising from the Development, by participating in schemes to make reductions of carbon dioxide.
- “Carbon Offset Payment”** Means the sum of £274,968.00 (two hundred and seventy-four thousand nine hundred and sixty-eight pounds) or (where applicable) such other amount to be agreed in writing with the LPA following submission of the Carbon Emissions Report, having been calculated in accordance with the LPA’s adopted Getting to Net Zero SPD (October 2022) where cost of carbon

per tonne is £95 (or if applicable such other replacement policy/guidance)

<b>"Decarbonisation Measures"</b>	means On Site measures to achieve carbon reductions (beyond those already secured as part of the Planning Permission) equivalent to the carbon savings that would have been achieved if the Development was connected to the District Energy Network.
<b>"Defects Liability Period"</b>	means such period of time following Completion of the Student Accommodation in which a contractor may remedy defects as may be included in the building contract for the Student Accommodation.
<b>"District Energy Network"</b>	means the Queen Elizabeth 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.
<b>"Energy Performance Monitoring Period"</b>	means a period of not less than five years commencing on the date of First Occupation of the Student Accommodation.

<b>"Energy Performance Monitoring Report"</b>	means a report to be submitted on each anniversary of the date of First Occupation of the Student Accommodation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring.
<b>"Future Proofing Measures"</b>	means future proofing measures within the Development including but not limited to basement plant space provision for a future plate heat exchanger, heating system tap-offs and identified distribution routes and infrastructure to enable future connection of the Development to the District Energy Network or any Local Solution.
<b>"Local Solution"</b>	means a local heat network operating as part of a decentralised energy system supplying market competitive low to zero carbon energy located within the vicinity of the Development.
<b>"Viable"</b>	means that connection to the District Energy Network or Off Site district energy network will not result in occupiers of the Development paying higher heating costs or accepting lower service rents or poorer reliability of service or that connection to the District Energy Network will result in greater CO2 emissions than an alternative system.

**2 CONNECTION TO ENERGY NETWORK**

- 2.1 The Developer covenants to use Reasonable Endeavours from the Commencement Date until the date of Substantial Implementation to secure the connection of the Site to the District Energy Network.
- 2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted to the LPA in writing for its written approval full and complete details of:
  - 2.2.1 the steps it has taken to satisfy the obligation in paragraph 2.1; and

2.2.2 confirm in writing to the LPA whether or not it intends to connect the Development to the District Energy Network, and in that regard in the event the Developer confirms that it does not intend to connect the Development to the District Energy Network, it shall provide (for the LPA's written approval) detailed reasons and (to the extent available) satisfactory written evidence demonstrating:

(a) why it is not technically feasible or Viable to connect the Development to the District Energy Network; and

(b) that as an alternative it is able to secure the extension of a Local Solution and including evidence of negotiations with the other landowners (as applicable) where any Local Solution is located.

2.2.3 Where the confirmation given by the Developer under paragraph 2.2.2 confirms that it intends to connect the Development to the District Energy Network the Developer shall connect the Development to the District Energy Network and (unless otherwise agreed in writing by the LPA) the Development shall not be Occupied unless and until it has been connected to the District Energy Network; and

2.2.4 Where the confirmation given by the Developer under paragraph 2.2.2 confirms that it is not possible to connect the Development to the District Energy Network but that it will be possible and Viable to connect to a Local Solution then (subject to the written approval of the LPA pursuant to paragraph 2.2.2(a) - (b)) then the Development shall not be Occupied unless and until it has been connected to the Local Solution.

2.3 Save where the District Energy Network or a Local Solution is extended to the Site:

2.3.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures and the Decarbonisation Measures;

2.3.2 the Developer shall incorporate the approved Future Proofing Measures and the approved Decarbonisation Measures within the Development; and

2.3.3 no part of the Development shall be Occupied unless and until the Developer has submitted and obtained the LPA's approval to a report demonstrating that the approved Future Proofing Measures and the approved Decarbonisation Measures have been incorporated within the relevant part(s) of the Development.

### **3 CARBON OFFSET PAYMENT**

3.1 In the event the Development is not intending to connect to the District Energy Network in accordance with paragraph 2 then prior to Commencement of the Superstructure Works, the Developer shall submit and obtain the LPA's approval to the Carbon Emissions Report.

3.2 No works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Emissions Report is approved by the LPA.

3.3 Prior to commencement of the Superstructure Works, the Developer shall pay the Carbon Offset Payment to the LPA.

3.4 The Developer shall not commence the Superstructure Works unless and until the Carbon Offset Payment has been paid to the LPA.

### **4 ENERGY PERFORMANCE MONITORING**

4.1 Prior to First Occupation of the Student Accommodation, the Developer shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for the Student Accommodation 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 on the GLA's website or any method of submission that may replace this. 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) of the Student Accommodation and at least for the following four years after that date, the Developer is required to provide accurate and verified annual in-use energy performance data for all relevant indicators for the Student Accommodation 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 on the GLA's website or any method of submission that may replace this. This obligation will be satisfied after the Developer has reported on all relevant indicators for the Student Accommodation 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 2 of this Schedule shows that the 'As-built stage' performance estimates derived from paragraph 4.1 of this Schedule 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 or any method of submission that may replace this. An action plan comprising measures identified in paragraph 4.2 of this Schedule 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.

## **5 REDUCTION OF ENERGY DEMAND**

- 5.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include:-
- 5.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
  - 5.1.2 the promotion of the use of energy efficient appliances; and
  - 5.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

**SCHEDULE 8**

**HIGHWAY WORKS AND PUBLIC REALM WORKS**

**1 DEFINITIONS**

<p><b>"Blue Badge Parking Contribution"</b></p>	<p>means the sum of £25,000.00 (twenty five thousand pounds) (Indexed) to be used by the LPA towards blue badge provisions on street or alternatively in the vicinity of the Site as agreed with the Highway Authority.</p>
<p><b>"Common Areas"</b></p>	<p>means:-</p> <p>(a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the Highway Authority pursuant to its powers under the 1980 Act; and</p> <p>(b) all areas within the Development which are used in common by Occupiers and users of the Development,</p> <p>which are shown on Landscape Plan Level 1 (UMS(90)LP103 P03) attached at Appendix 5 to this Agreement and Lower Ground Floor Plan (UMS-BDP-ZZ-DR-A-ZZ-70-60-0011 P18) attached at Appendix 6 to this Agreement.</p>
<p><b>"Development Agreement"</b></p>	<p>means an agreement entered into between the Applicant and Network Rail which includes details of (but is not limited to): -</p>

	<p>(a) the carrying out of the works to construct the new Stratford station entrance to a specification agreed with the Second Owner;</p> <p>(b) the surrender of the existing lease with Network Rail of the sub-surface tunnels under the Site; and</p> <p>(c) the grant of a new lease to the Second Owner of a single lease demising the new Stratford station entrance and the sub-surface tunnels under the Site.</p>
<p><b>"Development Agreement Works"</b></p>	<p>means the works the Developer is obligated to undertake under the Development Agreement in relation to providing access to the new Stratford Station entrance in accordance with the obligations of the Development Agreement PROVIDED THAT it is agreed for the avoidance of doubt those works shall not include, nor will the Developer be required to undertake, any Tenant Fit Out Works</p>
<p><b>"Estate Management Strategy"</b></p>	<p>means a strategy setting out detailed proposals for the following:-</p> <p>(a) The management and maintenance (including repair, renewal, cleaning and keeping tidy of-</p> <p>(i) The Common Areas;</p> <p>(ii) The Public Realm Works;</p>



	<p>(iii) Any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority),</p> <p>and including in respect of (i) and (ii) above all associated street furniture, lighting, security equipment and drainage;</p> <p>(b) Management and co-ordination of waste collection and recycling;</p> <p>(c) Management and co-ordination of the impact of Student move in/move out dates; and</p> <p>(d) Liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.</p>
<p><b>"Highway Agreement(s)"</b></p>	<p>means an agreement or agreements with the relevant Highway Authority under s278 of the Highways Act 1980 in respect of any necessary highway works including the Highway Works that are demonstrably required pursuant to the Development</p>
<p><b>"Legible London Wayfinding Contribution"</b></p>	<p>means the sum of £35,000.00 (thirty-five thousand pounds) (Indexed) to be used by the LPA for the improvement of wayfinding.</p>

<p><b>"Local Connectivity and Healthy Streets Contribution"</b></p>	<p>means the sum of £30,000 (thirty thousand pounds) (Indexed) which shall be used by the LPA towards the improvement of local connectivity, walking and cycling provision in the vicinity of the Site.</p>
<p><b>"Meridian Steps"</b></p>	<p>means the steps adjacent to the Site as shown on the Lower Ground Level Landscape Plan UMS(90)LP101 P06 attached at Appendix 4 to this Agreement.</p>
<p><b>"On Site Blue Badge Car Parking Space"</b></p>	<p>means the two blue badge car parking space within the Development in the location shown on The Lower Ground Floor Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-0011 P18 attached at Appendix 6 to this Agreement to be made available by the Developer for use by Occupiers of the Development who are blue badge holders</p>
<p><b>"Permitted Closures"</b></p>	<p>means temporary closure of any area of the Public Realm Works (or part thereof) in the following circumstances:-</p> <p>(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</p>

	<p>(b) Temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal or resurfacing works of the area of the public realm in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the Public Realm Works</p> <p>(c) Where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing, or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)</p> <p>(d) Closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law and</p> <p>(e) Any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained</p>
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	Save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence.
<b>"Highway Works"</b>	means the highway works to Great Eastern Road as indicatively shown on Plan 284170-SK-021 Rev U attached at Appendix 3 of this Agreement.
<b>"Necessary Consents"</b>	means any planning permission(s) and any other consents, rights and/or licences that the Developer will require in order to undertake and complete the Public Realm Works
<b>"Public Realm Delivery Plan"</b>	<p>means a detailed plan for the design, delivery and layout of the Public Realm Works which shall contain at least the following information:-</p> <ul style="list-style-type: none"> <li>(a) The location of the relevant Public Realm Works;</li> <li>(b) Detailed of the design of the relevant Public Realm Works; and</li> <li>(c) The specification of the relevant Public Realm Works.</li> </ul>
<b>"Public Realm Phasing Strategy"</b>	means a detailed strategy for the delivery and layout of the Public Realm Works within each delivery phase referred to in the strategy and shall contain at least the following information:-

	<p>(a) The details of each delivery phase and the relevant Public Realm Works; and</p> <p>(b) The timing of the construction and delivery of the relevant Public Realm Works in each delivery phase.</p>
<b>"Public Realm Works"</b>	<p>means the works that shall be carried out in accordance with the Public Realm Delivery Plan and Public Realm Phasing Strategy and shall include (but not limited to): -</p> <p>(a) Landscape works to Meridian Steps;</p> <p>(b) The provision of a new public lift at Meridian Steps; and</p> <p>(c) The provision of new public art at a value not more than £250,000.00 (two hundred and fifty thousand pounds) to be located within the vicinity of the Meridian Steps as shown indicatively on plan UMS(90)LP101 P06 attached at Appendix 4 of this Agreement</p>
<b>"Substructure Works"</b>	<p>means works of construction of the Development below ground level being a height below the underground basement structure level</p>
<b>"SUDS Infrastructure"</b>	<p>means any sustainable urban drainage system comprised within the Development</p>

<p><b>"Tenant Fit Out Works"</b></p>	<p>means the works the Second Owner is obligated to undertake under the Development Agreement in relation to completing the fit out works to the new Stratford station entrance in accordance with the obligations of the Development Agreement</p>
<p><b>"Visual Amenity Strategy"</b></p>	<p>means (if required in accordance with paragraph 3.5) a written detailed strategy to address the appearance of the frontage of the Stratford Station entrance in the event the Tenant Fit Out Works will not be completed prior to Occupation of the Development. The strategy is to detail the status of the Stratford Station entrance in the interim whilst the Tenant Fit Out Works being undertaken (which may be after First Occupation of the Development). Details shall include (but not be limited to) the hoarding graphics or artwork to be installed for the benefit of visual amenity prior to Occupation of the Development</p>

**2 HIGHWAY AGREEMENT**

- 2.1 Prior to Commencement of Above Ground Works, the Developer will enter into any Highway Agreement(s) with the Highway Authority in order to carry out the Highway Works and thereafter carry out the Highway Works in accordance with the Highway Agreement(s) prior to First Occupation of the Development.
- 2.2 First Occupation of the Development shall not occur until the Highway Works have been completed.

### 3 NEW STRATFORD STATION ENTRANCE

- 3.1 Prior to the Commencement of any Substructure Works or Above Ground Works (including any survey or ground clearance works associated with the Above Ground Works) that may affect the Second Owner's interest in the Site, the Developer will enter into a Development Agreement with the Second Owner. The Developer will not Commence any substructure works or Above Ground Works (including any survey or ground clearance works associated with the Above Ground Works) that may affect the Second Owner's interest in the Site until it has entered into a Development Agreement with the Second Owner.
- 3.2 The Developer shall complete the Development Agreement Works no later than 12 months prior to First Occupation of the Development and shall use all Reasonable Endeavours to complete the Development Agreement Works 18 months prior to First Occupation of Development.
- 3.3 The Developer shall notify the LPA in writing when the Development Agreement Works have been completed and the Second Owner has taken occupation of the new Stratford Station entrance in order to undertake the Tenant Fit Out Works.
- 3.4 The Developer shall not permit First Occupation of the Development until either:
- 3.4.1 the Tenant Fit Out Works are completed; or
  - 3.4.2 the Developer has implemented the approved Visual Amenity Strategy in accordance with paragraph 3.5 and paragraph 3.6.
- 3.5 In the event that 12 months prior to First Occupation of the Development it appears to the Second Owner that it will be unable to complete the Tenant Fit Out Works prior to First Occupation of the Development, the Developer shall submit the Visual Amenity Strategy to the LPA (prepared in consultation with the Second Owner) for its written approval.
- 3.6 The Developer shall implement the approved Visual Amenity Strategy and the measures approved under the Visual Amenity Strategy shall be retained until the Tenant Fit Out Works are complete, or subject to the prior written notification to the LPA, where it is necessary to remove the approved measures in order to undertake the Tenant Fit Out Works.

3.7 The Second Owner shall notify the LPA when the Tenant Fit Out Works have been completed.

3.8 The Developer will use Reasonable Endeavours to assist the Second Owner in securing access to a site compound within the vicinity or surrounding areas of the Site, in a location agreed as acceptable by the Second Owner.

#### **4 LEGIBLE LONDON WAYFINDING CONTRIBUION**

4.1 Prior to Commencement of Development the Developer shall pay to the LPA the Legible London Wayfinding Contribution.

4.2 The Developer shall not Commence the Development until it has paid to the LPA the Legible London Wayfinding Contribution.

#### **5 BLUE BADGE PARKING CONTRIBUTION**

5.1 Prior to Commencement of Development the Developer shall pay to the LPA the Blue Badge Parking Contribution prior to Commencement of the Development.

5.2 The Developer shall not Commence the Development until it has paid to the LPA the Blue Badge Parking Contribution.

#### **6 LOCAL CONNECTIVITY AND HEALTHY STREETS CONTRIBUTION**

6.1 Prior to Commencement of Development the Developer shall pay to the LPA the Local Connectivity and Healthy Streets Contribution prior to Commencement of the Development.

6.2 The Developer shall not Commence the Development until it has paid to the LPA the Local Connectivity and Healthy Streets Contribution.

#### **7 PUBLIC REALM WORKS**

7.1 Prior to Commencement of Development the Developer shall confirm to the LPA in writing that it has obtained the Necessary Consents to undertake the Public Realm Works.

7.2 Prior to Commencement of the Above Ground Works, the Developer shall submit and obtain the LPA's written approval (in consultation with the relevant land owners) of the details of the Public Realm Works, the Public Realm Delivery Plan and Public Realm Phasing Strategy.



- 7.3 Prior to Occupation of the Development the Developer shall ensure that the Public Realm Works are laid out in accordance with the approved details, the Public Realm Delivery Plan and Public Realm Phasing Strategy.
- 7.4 Prior to Commencement of Above Ground Works, the Developer will enter into any Highway Agreement(s) with the Highway Authority in order to carry out any Public Realm Works within the Highway.
- 7.5 Prior to First Occupation of the Development, the Developer shall ensure that any of the Public Realm Works within the highway are carried out in accordance with the Highway Agreement(s). The Developer will not Occupy the Development until the Public Realm Works within the highway have been carried out in accordance with the Highway Agreement(s).

## **8 PUBLIC ACCESS TO PUBLIC REALM WORKS**

- 8.1 From the date of Completion of the Public Realm Works (and each part thereof), 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 areas where the Public Realm Works have been completed at all times free of charge subject to:-
- 8.1.1 Permitted Closures; and
- 8.1.2 Any lawful requirements of the police or other competent authority.
- 8.2 Subject to paragraph 8.1 of this Schedule 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 restrict, or would have the effect of preventing or restricting, pedestrian access over the areas where the Public Realm Works have been completed.

## **9 MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE PUBLIC REALM WORKS**

- 9.1 Prior to First Occupation of the Development, the Developer will submit and obtain the LPA's written approval for the Estate Management Strategy for the Public Realm Works.

9.2 Following approval of the Estate Management Strategy, the Developer shall ensure that the Development is carried out and occupied in accordance with the approved Estate Management Strategy for the lifetime of the Development.

## **10 ON SITE BLUE BADGE CAR PARKING SPACES**

10.1 The Developer shall:-

10.1.1 prior to First Occupation provide the On Site Blue Badge Car Parking Spaces;  
and

10.1.2 not permit First Occupation unless and until the On Site Blue Badge Car Parking Spaces have been provided,

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

## SCHEDULE 9

### CHARITY WORKSPACE

#### 1. DEFINITIONS

- “Charitable Workspace Organisation”** means “YouPress” or an alternative community organisation, selected by the Developer, and approved by the LPA in accordance with the Charity Workspace Marketing Strategy and paragraph 2.4 of this Schedule.
- “Charity Workspace”** means the workspace within the Development comprising at least 384 square metres of floorspace (gross internal area) to be offered to a Charitable Workspace Organisation on the basis of a Charity Workspace Lease.
- “Charity Workspace Lease”** means a lease to be offered at a peppercorn rent (£1.00) and on such other terms to be agreed between the Developer and the lessee and approved by the LPA.
- “Charity Workspace Monitoring Period”** means the date six months from the First Occupation of a Student Accommodation Unit and thereafter every six months on a rolling basis for the lifetime of the Development.
- “Charity Workspace Monitoring Report”** means a report to be submitted by the Developer to the LPA detailing (but not limited to):
- (a) How the Charity Workspace has been used throughout the previous six month period;
  - (b) How the Charity Workspace has complied with the Charity Workspace Plan; and

- (c) How the Charity Workspace as complied with the Charity Workspace Marketing Strategy.

**"Charity Workspace Plan"**

means a plan setting out a package of measures to be submitted by the Developer and approved by the LPA for the provision and management of the Charity Workspace to ensure that the Charity Workspace remains flexible and affordable so as to be suitable for a Charity Workspace Organisation, including (but not limited to):-

- (a) measures to ensure the Charity Workspace shall be constructed and fitted out in an agreed location and in accordance with the Charity Workspace Specification;
- (b) details of the Charity Workspace Lease that will be offered to a Charity Workspace Organisation i.e peppercorn rent
- (c) Details of the proposed community uses for the Charity Workspace and the basis on which the Charity Workspace will contribute to the locality of the Development
- (d) Details of the duration of the Charity Workspace which is to be for a term of no less than 30 years from First Occupation of the Development.

**"Charity Workspace Specification"** means completion of the Charity Workspace to a CAT A+ fit out, including (but not limited to) where applicable:

- (a) secure entrance(s), heating and AC, lighting, kitchenette(s) and WC facilities;
- (b) a fully enclosed space or spaces with perimeter walls and consented windows, doors and shop fronts installed;
- (c) floors power floated with minimum of 5kN/m<sup>2</sup> loading capacity;
- (d) floor areas finished to appropriate standard;
- (e) all exposed soffits and structural columns to be fair-faced concrete or plastered;
- (f) all internal walls finished in an appropriate state for occupation;
- (g) exposed concrete walls, columns and soffits to have snots removed;
- (h) all statutory services supplied, capped, tested and separately metered;
- (i) all drainage installed and connected
- (j) conduits installed for suitable incoming data cabling and required wayleaves completed;
- (k) compliant with all relevant accessibility regulations;

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

**"Charity Workspace Marketing Strategy"**

means a strategy to be submitted by the Developer and approved in writing by the LPA for marketing the Charity Workspace, which shall include:

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

**2 CHARITY WORKSPACE**

- 2.1 Prior to the Commencement of the Development the Developer shall notify the LPA where the Charity Workspace is to be located within the Development.
- 2.2 Prior to the Commencement of the Development the Developer shall submit the Charity Workspace Plan and the Charity Workspace Marketing Strategy to the LPA for approval.
- 2.3 The Developer shall not Occupy the Development until such time as the LPA has approved the Charity Workspace Plan and the Charity Workspace Marketing Strategy in writing.
- 2.4 The Developer shall not Occupy the Development until such time as the LPA has confirmed in writing that the Charity Workspace has been laid out, constructed and fitted out in accordance with the Charity Workspace Plan and the Charity Organisation has been approved in accordance with the Charity Workspace Marketing Strategy.
- 2.5 The Developer shall thereafter manage the Charity Workspace in accordance with the approved Charity Workspace Plan and Charity Workspace Marketing Strategy.

- 2.6 The Developer shall submit the Charity Workspace Monitoring Report to the LPA throughout the Charity Workspace Monitoring Period.
- 2.7 The Developer shall notify the LPA in writing within seven days if any part of the Charity Workspace becomes vacant for a period of at least three months. Following notification, the Developer shall submit the Charity Workspace Monitoring Report to the LPA on a rolling basis every three months until such time as the Charity Workspace is let in accordance with the Charity Workspace Plan and in such circumstances the Charity Workspace Monitoring Report shall set out proposed amendments to the Charity Workspace Plan and Charity Workspace Marketing Strategy to make the Charity Workspace more attractive to potential Charitable Workspace Organisations.

**SCHEDULE 10**

**AFFORDABLE WORKSPACE**

**1 DEFINITIONS**

**"Affordable Rent"**

means:

- a) in respect of the rent between the Developer and the Affordable Workspace Provider significantly less than 75% of the average open market rent (inclusive of service charges); and
- b) in respect of the rent between either the Affordable Workspace Provider or the Developer and their end tenant to be significant less than 75% of the average open market rent (inclusive of service charges)

**"Affordable Workspace"**

means the subsidised workspace within the Development comprising at least 307 square metres of floorspace (gross internal area) (for the avoidance of doubt, the 307 square metres of floorspace includes a reception area) to be provided to end use occupiers for the Affordable Rent secured through an Affordable Workspace Lease and such workspace will be suitable for small and medium sized enterprises in accordance with the Affordable Workspace Plan and provided for the lifetime of the Development and proactively marketed to them in accordance with the Affordable Workspace Marketing Strategy.

**"Affordable Workspace Confirmation Report"**

means an annual report to be submitted by the Developer to the LPA detailing (but not limited to):

- (a) the use of the Affordable Workspace including all occupiers, together with numbers of employees and details of the sector in which they operate;



- (b) the rent paid by occupiers of the Affordable Workspace in respect of the Affordable Workspace in the previous year;
- (c) the rent and estimated Service Charge to be paid by occupiers of the Affordable Workspace in respect of the Affordable Workspace in the forthcoming year;
- (d) details of the occupancy for the Affordable Workspace for the previous year; and
- (e) details of any workspace and/or community engagement strategy in place at that time in respect of the relevant Affordable Workspace.

**“Affordable Workspace Lease”**

means the lease of the Affordable Workspace between the Developer and the Affordable Workspace Provider at the Affordable Rent.

**"Affordable Workspace Marketing Strategy"**

means a strategy to be submitted by the Developer and approved by the LPA for marketing the Affordable Workspace to ensure that the Affordable Workspace is marketed to small and medium enterprises such strategy to include (but not limited to):-

- (a) the marketing particulars of the Affordable Workspace and the specification of the rents and length of rental term to be offered;
- (b) details of how and where the Affordable Workspace will be marketed;
- (c) measures to ensure that the Affordable Workspace is marketed to small and medium enterprises in the surrounding boroughs and to include a strategy to promote the Affordable Workspace through local business channels and networks; and

- (d) identifying means of ensuring the provision of information to the LPA for monitoring the implementation of the Affordable Workspace Marketing Strategy.

**"Affordable Workspace Monitoring Report"** means a report detailing:-

- (a) all current tenancies within the Affordable Workspace;
- (b) all vacancies within the Affordable Workspace;
- (c) confirming the effectiveness of the Affordable Workspace Plan and Affordable Workspace Marketing Strategy and any proposed amendments thereto.

**"Affordable Workspace Monitoring Period"** means the date six months from the First Occupation of a Student Accommodation Unit and thereafter every six months on a rolling basis for the lifetime of the Development.

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

- (a) details of the categories of person to whom the Affordable Workspace shall be made available including the selection criteria which shall for the avoidance of doubt be first offered to small local companies and businesses such as:
  - (i) those with a social value (i.e. charities or social enterprises);
  - (ii) those with cultural values (i.e. creative and artists workspace, rehearsal and performance space and makerspaces);

- (iii) those in underrepresented groups in any sector;
  - (iv) those able to demonstrate that they cannot afford market rent space;
  - (v) those supporting educational outcomes through connections to schools, colleges or higher education; and
  - (vi) those supporting start up and early stage business or regeneration;
- (b) details of how the Affordable Workspace will be allocated to the categories of businesses specified above;
  - (c) measures to ensure the Affordable Workspace shall be constructed and fitted out in an agreed location and to the Affordable Workspace Specification;
  - (d) details of the Affordable Workspace Provider and the term of the Affordable Workspace Lease;
  - (e) how potential occupiers of the Affordable Workspace will be identified and prioritised, including the setting up of any waiting lists;
  - (f) the terms on which occupiers of the Affordable Workspace will be offered leases including that leases will be offered at no more than the Affordable Rent;
  - (g) how the Affordable Workspace will be managed and maintained including details of how the inter relation between the Affordable Workspace and the Student Accommodation will be managed including the appointment of an estate manager for both commercial and residential occupiers; and

- (h) how alternative occupiers for the space will be identified where original occupiers are unable to continue including the arrangements to ensure that the Affordable Workspace shall remain available for its purpose as Affordable Workspace.

**"Affordable Workspace Provider"**

means such company, organisation or management group with experience of operating shared workspaces (including affordable workspaces) for multiple occupation by micro, small and medium sized enterprises which shall be approved by the LPA in writing and who will enter into the Affordable Workspace Lease, provided that, subject to the prior written approval from the LPA, the Developer may also act as the Affordable Workspace Provider.

**"Affordable Workspace Specification"**

means completion of the Affordable Workspace to a CAT A+ fit out, including where applicable:

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

- (h) all statutory services supplied, capped, tested and separately metered;
- (i) all drainage installed and connected;
- (j) conduits installed for suitable incoming data cabling and required wayleaves completed;
- (k) compliant with all relevant accessibility regulations;

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

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

## **2 AFFORDABLE WORKSPACE**

- 2.1 Prior to the Commencement of the Development the Developer shall notify the LPA where the Affordable Workspace is to be located.
- 2.2 Prior to the Commencement of the Development the Developer shall submit the Affordable Workspace Plan and the Affordable Workspace Marketing Strategy to the LPA for approval.
- 2.3 The Developer shall not Occupy the Development until such time as the LPA has approved the Affordable Workspace Plan and the Affordable Workspace Marketing Strategy in writing.
- 2.4 The Developer shall not Occupy the Development until such time as the LPA has confirmed in writing that the Affordable Workspace has been laid out, constructed and fitted out in accordance with the Affordable Workspace Plan and thereafter the Developer shall manage the Affordable Workspace in accordance with the approved Affordable Workspace Marketing Strategy.
- 2.5 The Developer shall at least every six months from the date of Occupation of the Development submit the Affordable Workspace Monitoring Report to the LPA throughout the Affordable Workspace Monitoring Period.

- 2.6 The Developer shall notify the LPA in writing within seven days if any part of the Affordable Workspace becomes vacant for a period of at least three months. Following notification, the Developer shall submit:
- 2.6.1 the Affordable Workspace Monitoring Report to the LPA on a rolling basis every three months until such time as the Affordable Workspace is let in accordance with the Affordable Workspace Plan and in such circumstances the Affordable Workspace Monitoring Report shall set out proposed amendments to the Affordable Workspace Plan and Affordable Workspace Marketing Strategy to make the Affordable Workspace more attractive to potential tenants.
  - 2.6.2 the Frontage Scheme to the LPA for approval in writing and shall thereafter comply with the approved Frontage Scheme in respect of the vacant Affordable Workspace.
- 2.7 The Developer will submit the Affordable Workspace Confirmation Report to the LPA on an annual basis beginning with the date one year after the First Occupation of the Affordable Workspace.

## SCHEDULE 11

### DESIGN

#### 1 DEFINITIONS

- "Approved Drawings"** means the drawings approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment.
- "Architect"** means BDP Architect.
- "Design Monitoring Contribution"** means the sum of £150,000.00 (one hundred and fifty thousand pounds) where the Trigger Event occurs and to be paid in accordance with paragraph 3.1 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development and to ensure that all such 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.
- "Design Team"** means the design team instructed by the Developer as set out in the relevant Design Team Statement.
- "Design Team Statement"** means a written statement 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
  - (b) The scope of appointment of each member of the Design Team.
- "Trigger Event"** means where the Architect is no longer retained.

## **2 DESIGN TEAM STATEMENT**

2.1 None of the following applications shall be submitted unless accompanied by a Design Team Statement:

2.1.1 an application pursuant to Conditions pertaining to design;

2.1.2 an application for a S96A Amendment; and

2.1.3 an application for a S73 Permission.

The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and shall inform the LPA if the design team shall change during the construction of the Development until its Completion.

## **3 DESIGN MONITORING CONTRIBUTION**

3.1 The Developer shall pay the Design Monitoring Contribution to the LPA within 10 Working Days of the Trigger Event occurring.

## **4 RESTRICTION ON DEVELOPMENT**

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

4.1.1 Provided evidence to the LPA's satisfaction that the Architect is retained to oversee the delivery of the Development in accordance with the Approved Drawings; or

4.1.2 Paid the Design Monitoring Contribution to the LPA in accordance with paragraph 3 of this Schedule.

4.2 No development shall be carried out except in strict accordance with the Approved Drawings.



## SCHEDULE 12

### NHS CONTRIBUTION

#### 1 DEFINITIONS

**"Mental Health Services Contribution"** means the sum of £250,000.00 (two hundred and fifty thousand pounds) (Indexed) to be paid to the LPA and to be used by the LPA towards procuring with the NHS mental health services to support projects identified within the Newham Infrastructure Delivery Plan and East London NHS Foundation Trust estates & environmental strategy which are within a 3km radius of the Site.

**"NHS"** means the National Health Service.

**"Primary Care Services Contribution"** means the sum of £354,286.00 (three hundred and fifty four thousand, two hundred and eighty six pounds) (Indexed) to be paid to the LPA and to be used by the LPA towards procuring with the NHS Primary Care services to support projects identified within the Newham Infrastructure Delivery Plan which are within a 3km radius of the Site.

#### 2 MENTAL HEALTH SERVICES

2.1 The Developer covenants to pay to the LPA the Mental Health Services Contribution prior to First Occupation of the Student Accommodation.

2.2 The Developer covenants not to Occupy the Student Accommodation until it has paid to the LPA the Mental Health Services Contribution.

#### 3 PRIMARY CARE SERVICES

3.1 The Developer covenants to pay to the LPA the Primary Care Services Contribution prior to First Occupation of the Student Accommodation.

3.2 The Developer covenants not to Occupy the Student Accommodation until it has paid to the LPA the Primary Care Services Contribution.

## **SCHEDULE 13**

### **MEDIA SCREEN**

#### **1 DEFINITIONS**

- “Media Screen”** means the advertisement structure adjacent to the Site as shown on Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-0012 P13 attached at Appendix 7 to this Agreement
- “Working Group”** means a working group to facilitate communication and collaboration between the Developer the landowner(s) and the LPA to establish the steps necessary to reach a Satisfactory Resolution
- “Satisfactory Resolution”** means agreement in writing between the Developer, the relevant landowner(s) and LPA on an outcome relating to the Media Screen (which may, among other things, include retention, relocation or removal)

#### **2. MEDIA SCREEN**

- 2.1 The Developer shall use Reasonable Endeavours to establish a Working Group as soon as reasonably practicable following grant of Planning Permission.
- 2.2 The Developer will be a member of the Working Group and remain a member until the earlier of:
- 2.2.1 the date a Satisfactory Resolution is reached; or
  - 2.2.2 12 months from First Occupation of the Development,
- using Reasonable Endeavours to proactively engage with the members of the Working Group in order to reach a Satisfactory Resolution.
- 2.3 The Applicant covenants with the LPA:-
- 2.3.1 Within 4 months of the Planning Permission being granted, to prepare a draft brief to engage a suitable experienced design team to prepare an options appraisal for the relocation, retention or removal of the existing Media Screen.

- 2.3.2 The draft brief shall then be reviewed by the Working Group and the Applicant will use Reasonable Endeavours to obtain approval by the Working Group within a further 4 weeks of the draft brief being submitted to the Working Group. A shortlist of design teams to be approached to tender for the appraisal work shall also be prepared by the Applicant for agreement by the Working Group.
- 2.3.3 Within 8 weeks following approval of the options appraisal brief, the Applicant shall engage a design team at its own cost (from one of the shortlisted teams) to prepare the options appraisal in accordance with a programme to be agreed by the Working Group. The options appraisal should make a recommendation with respect to options for the retention, relocation or removal of the Media Screen and the amenity impacts of each in order to inform discussion by the Working Group on reaching a Satisfactory Resolution.
- 2.3.4 Within 8 weeks of the options appraisal work being submitted by the Applicant to the Working Group, the Applicant shall arrange a meeting of the Working Group and shall use its Reasonable Endeavours to reach a Satisfactory Resolution.
- 2.4 In the event that a Satisfactory Resolution is reached, the Developer (subject to obtaining the Requisite Consents) shall use Reasonable Endeavours to implement the agreed Satisfactory Resolution prior to First Occupation of the Development or as otherwise agreed with the LPA (subject to satisfactory evidence of the use of such Reasonable Endeavours and the reasons for having failed to have complied with paragraph 2.4).

## SCHEDULE 14

### TELEVISION RECEPTION

#### 1 DEFINITIONS

**"Complaints Handling Arrangements"**

means the strategy setting out how Surrounding Properties can issue complaints to the Reception Consultant in respect of a deterioration in terrestrial television reception as a result of the Development, including details of how the Surrounding Properties will be notified at regular intervals of the ability and means to complain

**"First Reception Survey"**

means a survey to be carried out by the Reception Consultant to assess the standard of digital terrestrial television reception to the Surrounding Properties

**"Mitigation Measures"**

means such technological measures as are determined by the Reception Consultant to be reasonably necessary to restore the quality of terrestrial television reception to the affected Surrounding Properties, including (but not limited to) the following measures:-

- (a) Realigning end-user reception aerials in to an alternative transmitter;
- (b) Realigning end-user aerials to ensure maximum reception strength;
- (c) Upgrading end-user equipment (television reception aerials, cables and/or signal boosters/amplifiers);
- (d) Relocating end-user aerials or satellite dishes on building façades or rooftops to maintain a direct line of sight;
- (e) Switching to digital television transmissions (ie. Freeview); and/or

- (f) Switching end users' systems to satellite, subscription cable or ADSL services

<b>"Reception Consultant"</b>	means a consultant specialising in matters relating to television reception
<b>"Second Reception Survey"</b>	means a further survey to be carried out by the Reception Consultant to reassess the impact of the Development on terrestrial television reception to Surrounding Properties and setting out any proposed Mitigation Measures if required
<b>"Surrounding Properties"</b>	means properties that are close to the boundary of the Development or close to the source of the shadow or where a number of shadows overlap from different buildings within the Development and as shown on figure 10 and figure 11 of the Radio and Television Signal Interference Assessment produced by WSP dated March 2022
<b>"TV Reception Mitigation Payment"</b>	means a sum equivalent to the estimated cost of carrying out the Mitigation Measures required for the relevant Surrounding Properties and any associated reasonable administrative costs in carrying out the Mitigation Measures

## 2 TELEVISION RECEPTION

- 2.1 Prior to Commencement of Development the Developer shall submit and obtain the LPA's written approval of the Complaints Handling Arrangements and appoint the Reception Consultant.
- 2.2 No Above Ground Works will be carried out until the First Reception Survey has been submitted to and approved by the LPA.
- 2.3 In the event that at any time during the period expiring on the date which is one year from the Completion of the Development:
- 2.3.1 any complaints are received by the Developer or the LPA in relation to the Development from occupiers of the Surrounding Properties regarding a deterioration in terrestrial television reception; and

2.3.2 the Reception Consultant considers it reasonable in his opinion to carry out a Second Reception Survey as a result of the receipt of those complaints,

then the Developer will commission the Reception Consultant to carry out a Second Reception Survey within one month of receipt of the Reception Consultant's opinion pursuant to paragraph 2.3.2, and will submit that Second Reception Survey to the LPA for approval.

2.4 In the event that the results of the Second Reception Survey identify a material deterioration in terrestrial television reception to any Surrounding Properties since the date of the First Reception Survey, and such deterioration is in the reasonable opinion of the Reception Consultant attributable to the Development, the Developer will either:

2.4.1 deliver the Mitigation Measures; or

2.4.2 pay the TV Reception Mitigation Payment to the owner(s) or occupier(s) of the affected properties as nominees of the LPA.

**EXECUTED AS A DEED** in the manner hereinafter but not delivered until the day and year first written

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

Authorised Signatory (name)

Authorised Signatory (signature)

**EXECUTED** as a **DEED** (but not delivered )  
Until the date hereof) by **WESTFIELD UK** )  
**PROPERTY DEVELOPMENT LIMITED** )  
 )  
Acting by a director in the presence of: )

.....  
Director

Signature of witness: .....

Name of witness (print): .....

Address: .....

.....

.....

Occupation: .....

**EXECUTED AS A DEED** by )  
**NETWORK RAIL INFRASTRUCTURE** ) .....  
**LIMITED** acting by its attorney ) Acting as attorney for **NETWORK RAIL**  
..... ) **INFRASTRUCTURE LIMITED**  
in exercise of a power of attorney dated 13 )  
May 2024 in the presence of )

Signature of Witness: .....


Name: .....

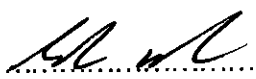
Address: .....

I confirm that I was physically present when ..... signed this deed

.....

**EXECUTED** as a **DEED** (but not delivered )  
Until the date hereof) by **LDC (PORTFOLIO)** )  
**LIMITED** )  
Acting by a director in the presence of )

  
.....  
Director

Signature of witness:  .....

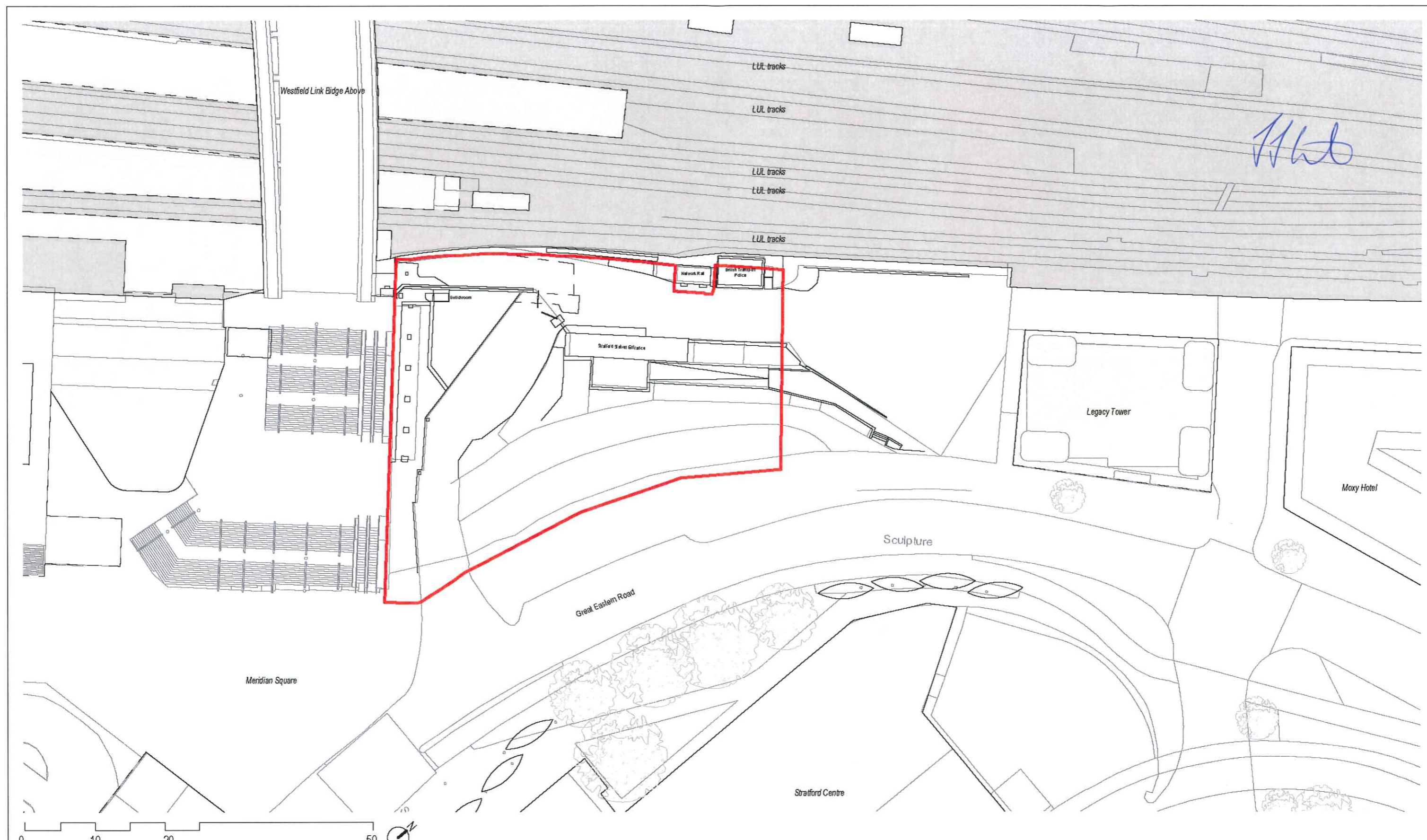
Name of witness (print): **JOSH WRIGHT** .....

Address: **21 CHECHESTER MEWS**  
**LONDON** .....

Occupation: **CHARTERED SURVEYOR** .....



**Appendix 1**  
**Site Plan**



*Handwritten signature/initials*

BUILDING DESIGN PARTNERSHIP SHALL HAVE NO RESPONSIBILITY FOR ANY USE MADE OF THIS DOCUMENT OTHER THAN FOR THAT WHICH IT WAS PREPARED AND ISSUED.  
 ALL DIMENSIONS SHOULD BE CHECKED ON SITE.  
 DO NOT SCALE FROM THIS DRAWING

ANY DRAWING ERRORS OR DIVERGENCIES SHOULD BE BROUGHT TO THE ATTENTION OF BUILDING DESIGN PARTNERSHIP AT THE ADDRESS SHOWN BELOW.

DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE FOLLOWING BEFORE WORK COMMENCES:

- THE CDM DESIGN ISSUES REGISTER
- THE BDP RISK SERIES OF DRAWINGS
- THE PROJECT CDM RISK REGISTER

**NOTES**

P4	Update for Planning	NH	CJ	23/03/22
P3	Update for Planning	NH	CJ	22/03/22
P2	Update for Planning	NH	CJ	16/03/22
P1	Planning Submission	JG	CJ	11/03/22

Application Boundary



**BDP.**

16 Brewhouse Yard  
 Clerkenwell  
 London  
 EC1V 4LJ  
 United Kingdom

T +44 (0)20 7812 8000  
 www.bdp.com

PROJECT <b>Unite Students Meridian Steps</b>	
REFERENCE <b>P3001791</b>	NO. OF SHEETS <b>Commercial In Confidence</b>
DRAWING REF <b>Existing Site Plan</b>	SCALE <b>@ A3 1 : 500</b>
DRAWING NO. <b>-JMS-BDP-ZZ-DR-A-PM_60_10-9001</b>	DATE <b>11/03/22</b>
	REVISION <b>P4</b>

**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

Unite Students c/o Agent

Agent

Mr Jamie Dempster,  
ROK Planning  
16 Upper Woburn Place  
London  
WC1H 0AF

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**Part I - Particulars of Application**

Date of Application: 26-Apr-2022

Application No: 22/00178/FUL

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Proposal: Erection of 41 storey building, to provide student accommodation (Use Class sui generis), flexible commercial floorspace including affordable workspace (Use Class E), community space (Use Class F.2), and new entrance to London Underground Limited (LUL), at basement and lower ground floor (Use Class sui generis), public realm and associated hard and soft landscaping, servicing, car parking, cycle store, boundary treatments, new substation and reinstatement of substation in existing location under Meridian Steps and other associated works. This application is accompanied by an Environmental Statement (ES) submitted pursuant to the Town and Country Planning (Environmental Impact Assessment) Regulations (2017) (as amended)

Location: Land Adjacent to Meridian Steps, Angel Lane, Stratford City, Zone 1, E15 1BB

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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:**

## 1. Time Period

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

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

## 2. Notice of Commencement

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

Reason: To ensure satisfactory compliance with this planning permission.

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

## 3. Approved Plans

The development shall be carried out and retained as approved thereafter in accordance with the drawings and documents listed in Appendix 1:

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

## 4. Construction Management Plan and Method Statement

No development, including demolition, shall be commenced until a Construction Management Plan (CMP) and Method Statement has been prepared in consultation with the Local Planning Authority, Local Highway Authority, Transport for London, TfL Infrastructure Protection and the emergency services and such CMP has been submitted to and approved in writing by the Local Planning Authority.

The CMP shall be in accordance with the TfL guidance and best practice guidance for a detailed Construction Logistics Plan. An updated version of the CMP reflecting any changes and details of the development known at the time and any updated policy or best practice guidance shall be submitted to the Local Planning Authority for its written approval in consultation with the agencies referred to above no less frequently than once every three years from the date of planning permission and prior to any proposed changes in site access arrangements during the construction period.

The objectives of the CMP shall be to:

- minimise the level of road-based construction traffic through the promotion of sustainable transport options, where feasible
- minimise the impact of road-based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation.
- identify highway works required to accommodate construction traffic.
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking; and assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity to promote sustainable transport for construction
- avoid hazard and obstruction be caused to users of the public highway and to safeguard residential amenity and appropriate mitigate construction impacts

The CMP shall include as a minimum the following information:

- a summary of works, hours of operation and demolition/construction traffic arrivals/ departures, scope and size of development, estimated materials and quantities.
- construction programme and methodology
- strategies and planned measures to reduce demolition/construction traffic (including noise and air quality) impacts on pedestrian and cyclists, public transport and other road users
- details of measures to mitigate noise and vibration construction impacts and monitoring measures
- safeguarding of buried servicing
- detailed forecasts of daily demolition/construction vehicles, by vehicle type (size of vehicle), by construction phase and daily profile
- the arrangements for liaison with the relevant highway authorities and emergency services, which shall include attendance at the LLDC Construction Transport Management Group
- how the CTMP will be implemented, monitored and updated including for the number, type and timing of vehicle arrivals on site, breaches and complaints, adherence to safety and environmental standards, including air quality and noise
- details of required Traffic Regulation Orders (TRO) such as proposed road and footway closures, including those for abnormal loads and parking suspension and the notification of these
- highway enabling schemes and the method for applying for approvals for Off Site highway works
- the designated routes for large goods vehicles and process for dealing with abnormal loads
- local access details including any required highway enabling schemes for access to and from the construction site
- details of the proposed use of any lorry holding areas
- railway protection matters including the continued provision of emergency escape /access for the duration of construction and access to London Underground assets
- the position and operation of cranes / Mobile Elevating Work Platforms
- details of control of and limits on parking spaces for construction workers' motor cars and vans used to travel to the Site
- details of the required driver standards within the construction site and on the highway and how these will be enforced
- on-site construction vehicle capacity by vehicle type, by phase if this changes
- parking arrangements of vehicles belonging to site operatives and visitors
- the storage of plant and materials used in constructing the development community liaison, including the notification of neighbours with regard to specific works, dealing with complaints and measures for protecting nearby residential and commercial properties from noise and other environmental effects
- measures to ensure that cyclists using local infrastructure are not unduly affected by construction traffic
- Details of collaboration with nearby development sites to mitigate against detrimental impacts

Measures to address impacts from construction impacts should include (but is not limited to):

- safe provision for walking and cycling, including the erection and maintenance of security hoardings
- measures to control the emission of dust and dirt during construction, including details of measures
- measures to prevent the deposit of mud and debris on the public highway
- a scheme for recycling and disposing of waste resulting from construction work
- membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on-road cycle module.

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

- The following monitoring information in relation to the construction of the Development shall be provided to the Local Planning Authority on not less than an annual basis until the date of Practical Completion of the Development:
  - sustainable transport of materials and waste (including percentages transported by road, rail and water)
  - waste generation and materials reuse and recycling
  - air quality from construction activity within the Site
  - noise from construction activity within the Site

The first such monitoring information shall be provided no later than on the first anniversary of Commencement of the Development and on each anniversary thereafter until the Completion of the Development. The Development shall be carried out in accordance with the approved details.

Reason: To ensure that construction impacts are appropriately mitigated in accordance with Local Plan Policy T.4.

Pre-commencement justification: To ensure that construction impacts are appropriately mitigated in advance of commencement works and in the interest of railway safety.

#### 5. Construction Dust Monitoring and Mitigation

No development shall take place until a scheme for dust monitoring, assessment and mitigation for all construction activities based on an Air Quality and Dust Risk Assessment (AQDRA), has been submitted to and approved in writing by the Local Planning Authority.

The applicant shall have regard to the GLA SPG on the Control of Dust and Emissions or updated guidance.

The scheme shall include a detailed Dust

Management Plan (DMP) which shall include:

- An air quality and dust risk assessment to determine the site's level of dust risk and appropriate level of mitigation that needs to be implemented;
- A detailed Dust Management Plan (DMP) which shall include appropriate dust suppression measures and techniques and monitoring of dust emissions at nearby properties

An air quality management plan (which shall include mitigation measures for site management, minimising on/off-site emissions from vehicle/machinery operation, dust suppression and track-out and details of how these measures will be implemented, in order to avoid effects from dust;

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;

The number and type of dust monitors to be used, monitoring period, frequency of reporting the results to the Local Planning Authority, and any other arrangements for dust monitoring.

The development shall be carried out in accordance with the approved scheme for dust monitoring, assessment, and mitigation for all construction activities as approved by the local planning authority.

Reason: To ensure that the construction of the development minimises its environmental impacts and protect local air quality and comply with Policy SI1 of the London Plan and the GLA SPG Control of Dust and Emissions During Construction

#### 6. Construction – protecting amenity

A scheme for protecting nearby residents and commercial occupiers from noise, dust, vibration and other environmental effects during demolition and construction shall be submitted to and approved in writing by the Local Planning Authority prior to any demolition and construction taking place on the site. The scheme shall be based on the Code of Practice for Construction Sites (or its equivalent successor document) and arrangements for liaison set out therein. A staged scheme of protective works may be submitted in respect of individual stages of the demolition process but no works in any individual stage shall be commenced until the related scheme of protective works has been submitted to and approved in writing by the Local Planning Authority. The demolition and construction works shall not be carried out other than in accordance with the approved scheme

Reason and pre-commencement justification: In the interests of public safety and to ensure a minimal effect on the amenities of neighbours and in the interests of railway safety.

#### 7. Site Waste Management Plan

The development shall not be commenced until a Site Waste Management Plan (SWMP) has been submitted to and approved in writing by the Local Planning Authority. The objectives of the management plan shall be to ensure all waste arising from demolition and construction works is managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials, in line with the waste hierarchy. The SWMP 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 SWMP shall include as a minimum the following information:

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



- Measures to avoid fly tipping by others on lands being used for demolition/construction;
- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials.

The demolition and construction shall thereafter be carried out in accordance with the approved SWMP.

Reason: To ensure that the demolition and construction of the development minimises its environmental impacts, in terms of waste generation and waste management, in accordance with London Plan 2021 Policy SI 7 and Local Plan 2020 Policy S.8.

Pre-commencement justification: To ensure that the Local Planning Authority is satisfied that the impact of the demolition and construction would be appropriately mitigated and in the interests of railway safety.

#### 8. Foundation works risk assessment

No foundations works (including piling, excavations, sheet piling groundworks, or other similar penetrative methods) shall commence until a foundation works risk assessment, including a piling method statement, has been submitted to and approved in writing by the Local Planning Authority in consultation with Network Rail and TfL Infrastructure Protection. The development shall be implemented in accordance with the approved details.

Reason: To ensure appropriate piling methodology in the interests of safeguarding human health amenity, underground water utility infrastructure and ground water resources and avoid groundwater contamination Policies BN.13 and S.5 of the Local Plan (2020).

#### 9. Water Infrastructure

No development hereby permitted shall be occupied/used until written confirmation (together with supporting evidence) has been provided to the Local Planning Authority and the Local Planning Authority has confirmed in writing- it is satisfied that either:

- all water network upgrades required to accommodate the additional demand to serve the development have been completed; or
- a development and infrastructure phasing plan has been agreed with Thames Water to allow development to be occupied.

Where a development and infrastructure phasing plan is agreed no occupation/use of the development shall take place other than in accordance with the agreed development and infrastructure phasing plan.

Reason: The development may lead to no/low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development in accordance with Policy S.5 of the Local Plan (2020).

#### 10. Contamination

A) No development hereby approved by this planning permission (or demolition or construction phase of development as may be agreed in writing with the Local Planning Authority) shall commence until the following components of a scheme to manage the risks associated with contamination have been submitted to and approved in writing by the Local Planning Authority:

- i) A scheme of ground investigation, based on the submitted desk-based assessment to providing a detailed assessment of the risk to all receptors that may be affected, including those off-site;

- ii) The site investigation results, and the detailed risk assessment resulting from (i) and based on these, an options appraisal and remediation strategy report giving full details of the remediation measures required and how they are to be undertaken.
- iii) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (ii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The development shall thereafter be implemented in accordance with the details and measures approved.

- B) Prior to first occupation/use of the development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan ('long-term monitoring and maintenance plan') for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action if required following the conclusions of the verification report, as identified in the verification plan, and for the reporting of this to the Local Planning Authority.
- C) A scheme for managing any borehole installed for the investigation of soils, groundwater or geotechnical purposes shall be submitted to and approved in writing by the local planning authority. The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained, post-development, for monitoring purposes will be secured, protected, and inspected. The scheme as approved shall be implemented prior to the occupation of the development.
- D) If, during development, contamination not previously identified is found to be present at the site or is found elsewhere and considered by the Local Planning Authority to be attributed to this site, then no further development shall be carried out until the developer has submitted and obtained written approval from the Local Planning Authority for such amendments to the remediation strategy as are necessary to address this unexpected contamination.

Reason and pre-commencement justification. To protect the health of future users or occupiers of this site and the wider environment in accordance with Policy BN.14 of the Local Plan (2020).

#### 11. Drainage

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

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

Reason: To safeguard controlled waters.

#### 12. Cranes

No cranes or scaffolding shall be erected on the site unless and until a construction methodology plan and diagrams identifying the location, maximum operating height, radius and start/finish dates for the use of cranes during the construction of the Development have been submitted to and approved in writing by the Local Planning Authority in consultation with London City Airport; Network Rail and TfL Infrastructure Protection.

No over-sailing of any construction plant or cranes over the operational Railway under any circumstances. If unavoidable, over-sailing licence for lifting during non-operational hours shall be agreed with the relevant Railway Infrastructure Operating Manager.

The construction phases shall thereafter be carried out in accordance with the approved construction methodology plan.

Reason: To ensure that operations at London City Airport and the adjacent railways are safeguarded in accordance with London Plan Policies T3 and T8.

### 13. Detailed drawings

Prior to the commencement of the relevant part of the development, detailed section drawings (at scales of 1:5, 1:10 or 1:20 or at another scale as may be agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority in consultation with TfL Infrastructure Protection. The following details are required:

1. Typical bay to crown of tower (levels 37-40);
  2. Typical tower façade window bay of all types including for the upper and lower tower and at chamfered corners to upper and lower tower;
  3. Typical bay to tower amenity terrace at level 11-12;
  4. Typical window bays to east and west link building elevations;
  5. Typical lower ground level bay including glazing and signage zones;
  6. Typical level 01 podium level bay including glazing, soffits and paving to terraces, balustrading and signage zones;
  7. Other lower level areas including green walls to podium level west elevation, station access, LG office and meeting room façade and charity and workplace entrance.
- Key junctions between materials and details of head, jamb and sills for all openings including details of glazing system. To include junction details and dimensions of all materials in a typical bay including all types of brick cladding, with mortar joint profiles, metalwork package including spandrels, ventilation panels and solar shading devices, precast concrete crown and GRC cladding; (1:20 @ A1)
  - Key junctions between materials and details of head, jamb and threshold for all lower and upper ground floor entrances, and terrace soffits and balustrades, and including details and texture/finish of all brick slip and GRC cladding elements, textured glazed tile rainscreen panels and curtain walling.
  - Details of glazing systems including any manifestation to include all variations at ground floor level (1:20 @ A1)
  - Details of inset amenity terraces including floor finishes, soffits and balustrades and showing key junctions between materials and details of head, jamb and threshold details for typical openings. To include junction details and dimensions of all materials in a typical bay (1:20 @ A1)
  - Roof terraces including floor finishes, parapets and balustrades. (1:20 @ A1)
  - External signage details including elevations and sections
  - Elevational location of all joints (structural, movement, panels) and all items which are fixed to the façade.

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 ensure that the Local Planning Authority is satisfied that the final details will achieve a high-quality design and detailing that responds to the local context in accordance with Policies BN.1, BN.4 and BN.5 of the Local Plan and to ensure that risks to the transport systems assets and operations are as low as reasonably practical.

#### 14. Details of materials and products

Prior to the commencement of the relevant part of the development a schedule of samples to be used in the external elevations shall be submitted to and approved in writing by the Local Authority in consultation with TfL Infrastructure Protection. This shall include details of all materials and products, including finishes, of:

- Façade cladding materials including all types of red brick slip cladding and feature glazed brick slip cladding, with mortar joint colour and profiles;
- Precast concrete crown;
- GRC cladding with matching grouting;
- Metalwork package including spandrels, vertical louvres, openable ventilation panels and solar shading fins and balustrading;
- Window / door system and types;
- Glass and glazed brick balustrades to terraces;
- Materials for balustrades to balconies
- Terrace soffit and floor finishes;
- Any facing metalwork and fixings not explicitly mentioned above including railings, louvres, service doors, screens, gates;
- All items which are fixed / integrated to the façade (e.g. fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes);

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

Reason: To ensure that the Local Planning Authority is satisfied that the final details will achieve a high-quality design and detailing that responds to the local context in accordance with Policies BN.1, BN.4 and BN.5 of the Local Plan

#### 15. Mock-ups

Prior to the commencement of the relevant part of the development detailed agreed mock-up (s) including junctions with adjoining facades shall be provided at a scale to be agreed with the Local Planning Authority. A list of façade types and junctions shall be agreed and presented to the Local Planning Authority in advance and shall include as a minimum the following details:

1. A typical double height upper tower façade window bay incorporating primary, secondary and tertiary brick slip cladding, fixed curtain wall glazed panel with metal spandrel and sill, openable vent panel with vertical metal louvres, insulated back painted/fritted glass panels and metal solar shading fins
2. A typical lower tower façade window bay incorporating primary, secondary and tertiary brick slip cladding, fixed curtain wall glazed panel with textured metal spandrel cladding and sill, openable vent panel with vertical metal louvres and metal solar shading fins
3. A typical chamfered corner tower façade window bay incorporating brick slip cladding to columns, concealed window frame, back painted/fritted insulated glass panels, fin capping

to mullions providing solar shading and horizontal aluminium fin shading, openable vent panel with vertical metal louvres and window sill

4. A typical podium bay incorporating GRC cladding with matching grouted joints, textured glazed tile rainscreen panels, glazed curtain wall with bronze finish capping to frame, balustrading in glazed green brick cladding and bronze finish metal frame
5. A typical link building window bay incorporating primary, secondary and tertiary brick slip cladding, fixed curtain wall glazed panel with textured metal spandrel cladding and sill, openable vent panel with vertical metal louvres
6. Lift housing details and canopy

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

Reason: To ensure that the Local Planning Authority is satisfied that the appearance of the building and detailing achieves a high-quality design in accordance with Policies BN.1, BN.4 and BN.5 of the Local Plan.

#### 16. Landscape design

Prior to commencement of any above ground works (excluding the lift and stair core), full details of hard and soft landscape works and public realm shall be submitted to and approved in writing by the Local Planning Authority in consultation with TfL Infrastructure Protection and Network Rail.

Hard landscape details shall include:

- i. Hard surfacing materials and floor finishes (including samples) including dimensions, bonding and pointing any associated edge constraint
- ii. Minor artefacts and structures e.g. street furniture, refuse or other storage units, planters (fixed and moveable), bollards and hostile vehicle mitigation
- iii. Location of proposed and existing functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, manholes, and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout
- iv. Any independent physical wind mitigation measures (including their size, location, orientation, porosity and appearance) not forming part of the building fabric (e.g. Wind Baffles)
- v. Details of Public art
- vi. Refuse or other storage units, lighting, planters (fixed and moveable), drinking water fountains, bollards and any hostile vehicle mitigation
- vii. Coordination drawing(s) illustrating how the sustainable drainage system works with paving, tree pits, planting design, building and external surface water drainage infrastructure
- viii. fencing, access gates and boundary materials to TfL and Network Rail assets
- ix. details to prevent any vehicle incursion to railway assets
- viii materials samples.

Soft landscape details shall include:

- i. Tree and planting plans
- ii. Schedules of plants & trees, noting species, plant sizes, minimum tree heights including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate
- iii. Written specifications (including cultivation and other operations associated with planting & tree establishment)

- iv. All planting systems including green roofs, green walls, tree pits and planting beds demonstrating volume and specification of growing medium and any measures for protection of planting beds during establishment period
- v. Any wind mitigation measures
- vi. Updated Urban Greening Factor calculation and plan
- vii. all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment
- viii. coordination drawing(s) showing the locations of green roofs/walls and integration with the building design, maintenance access including detail of substrate and species proposals
- ix. coordination drawing(s) of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey
- x. implementation programme including time of year for planting
- xi. A management plan and maintenance strategy

The development shall not be occupied until it has been carried out in accordance with the approved details. The hard and soft landscaping features and public realm comprised within the development shall thereafter be retained as approved.

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

#### 17. Landscape implementation

All hard and soft landscape works shall be carried out in accordance with the approved landscape details by no later than the end of the first planting season following completion of the development or prior to the first occupation/use of the development, whichever is sooner.

Any proposed trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Planting shall comply with BS:4428 Code of practice for general landscaping operations, BS:3936 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.

Upon completion, the green roof/wall shall be inspected by an independent, suitably qualified and experienced person (e.g. chartered landscape architect or chartered ecologist with experience of green roofs), to confirm that that specifications provided in response to the condition are met. A report with photographs, confirming substrate depth, seeding/planting and other relevant details shall be submitted to the Local Planning Authority evidencing the same for its written approval.

The development shall not be occupied/used until the green roofs have been provided in accordance with the approved details and the report(s) submitted following completion of the green roofs has been approved in writing by the Local Planning Authority. The green roofs shall be retained and maintained in accordance with the approved details for the lifetime of the development.

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

## 18. Building Management Unit

Prior to commencement of any above grade works (excluding the lift cores and stair), full details of the Building Management Unit (BMU) shall be submitted to and approved in writing by the Local Planning Authority.

The development shall be completed and operated only in accordance with the approved details.

Reason: To ensure that the design, appearance and operation of the BMU is acceptable in accordance with Policies BN.4 and BN.5 of the LLDC Local Plan (2020).

## 19. Lighting

No occupation/use of the development hereby approved shall take place until a lighting scheme, including security lighting and the illumination of the development at night, has been submitted to and approved in writing by the Local Planning Authority in consultation with Network Rail and TfL Infrastructure Protection.

The scheme shall include:

- I. a lux plan showing both proposed and existing retained light sources
- II. details of time limits on lighting and hours of operation
- III. details of how the lighting scheme has been designed to will mitigate potential biodiversity impacts arising from the installation or operation of the proposed lighting
- IV. details of fixtures, any supporting structures and systems of control such as timers and sensors including surface finish and colour
- V. details on colour temperature of the lighting and the associated public realm surfaces including reflectivity and glare
- VI. details of how the lighting scheme has been designed to mitigate impacts on the railway arising from the installation and operation of proposed lighting infrastructure.

The development shall not be occupied/used until the approved lighting scheme has been implemented in full, and thereafter lighting detailed in the approved scheme shall be retained for the lifetime of the development.

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.

## 20. Signage

No occupation/use of the development hereby approved shall take place until a signage strategy for the site including wayfinding (including waymarking from points of arrival), street signage and traffic related signage has been submitted to and approved in writing by the Local Planning Authority. The strategy shall include locations and details of fittings and supporting structures.

The development shall not be occupied/used until the approved signage strategy has been implemented in full and thereafter the signage detailed in the approved scheme shall be retained for the lifetime of the development.

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

## 21. Cycle Parking Provision

Prior to the occupation/use of the development, details of the long and short stay cycle parking, to be provided in accordance with London Cycle Design Standards for the PBSA, commercial and community use uses, shall be submitted to and approved in writing by the Local Planning Authority.

The cycle parking shall be installed in full, in accordance with the approved details before first occupation/use of the Purpose-Built Student Accommodation. The cycle parking spaces shall thereafter be retained and reserved thereafter solely for their designated use for the lifetime of the development.

Reason: To ensure an appropriate level of cycle parking is available on site, including accessible cycle parking pays in order to promote sustainable and inclusive modes of transport in accordance with Policy T.9 of the Local Plan (2020).

## 22. Waste Management Plan

Prior to the first occupation of the building the operational waste and recycling facilities set out in Waste Management Strategy Rev 03 prepared by WSP dated August 2023 shall be provided and retained for the lifetime of the development.

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

## 23. Service and Delivery Management Plan

Prior to first occupation/use of the development hereby permitted, a Service and Delivery Management Plan detailing how all elements of the development are to be serviced (including any required temporary servicing arrangements for refuse collection) shall be submitted to and approved in writing by the Local Planning Authority. The SDMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans or such replacement best practice guidance as shall apply at the date of submission of the SDMP. The arrangements set out in the approved Service and Delivery Management Plan shall be put in place and available for use prior to first occupation/use 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).

## 24. Internal Noise Levels

The student accommodation hereby permitted shall not be occupied until and unless it has been demonstrated that it has been designed and constructed in accordance with BS 8233:2014 'Guidance on sound insulation and noise reduction for buildings', or an equivalent standard and would achieve the following internal noise levels:

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

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

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



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).

#### 25. Noise Levels – Plant

The noise level of the proposed building services plant shall not exceed a level which is 10dB below the typical background sound level (LA90) (with reference to BS4142: 2014+A1: 2019) at any time when measured at the nearest noise sensitive facade.

Emergency plant (e.g., life safety generators, smoke extract fans) noise shall not exceed a noise level which is 10dB above the typical background sound level at the nearest noise sensitive facade.

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

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

#### 26. Electric Charging Provision

Prior to first occupation/use of the development, details of the active electric vehicle charging provision for the Blue Badge car parking bay and mobility scooters within the development shall be submitted to and approved in writing by the Local Planning Authority and installed as such. 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).

#### 27. Secure by design

Prior to above ground works (excluding the lift cores and stair);

- a) Details of the measures to be incorporated into the development, demonstrating how principles and practices of the current 'Secured by Design' scheme and local crime prevention security measures will be included within the development and its demise, 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, TfL, Network Rail and British Transport Police. The development shall be carried out and maintained in accordance with the agreed details.
- b) Prior to the first use or occupation of the building, 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 shall be submitted to and approved in writing by the Local Planning Authority.
- c) On completion of the full development including landscaping, external materials and other works incidental to the proposed development 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 shall be submitted to the Local Planning Authority.

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

28. Hours of operation

The proposed commercial E Use Class floorspace shall only operate for the benefit of the public during the hours of 06:00 and 23:00 Monday to Sundays.

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

29. Fire Safety

Prior to the commencement of the above ground works (excluding the lift cores and stair), a finalised fire safety strategy, shall be submitted to and approved in writing by the Local Planning Authority in consultation with London Fire Brigade, TfL Infrastructure Protection and Network Rail. The development shall be constructed in accordance with the approved details and retained as such 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)

30. Non-Road Mobile Machinery

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

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

31. Student Management Plan

The Student Management Plan prepared by Unite Students dated May 2023 detailing how all elements of the student accommodation will be managed by the accommodation operator will be in operation prior first occupation and shall be retained for the lifetime of the development.

Reason: To ensure appropriate operation and management of the student accommodation and to limit disturbance to surrounding residential occupiers and associated highway impacts, in accordance with Policies BN.12 and T.4 of the Local Plan (2020).

32. BREEAM

The development shall not be operated until written evidence has been submitted to and approved by the Local Planning Authority which demonstrates that the development (or relevant part of) is registered with a BREEAM certification body on target to achieve a minimum 'Excellent' rating

Within 6 months of first occupation of the building hereby permitted, a BREEAM Certificate issued by BRE shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

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

### 33. Sound insulation

Prior to its installation within the development hereby permitted, a sound insulation, ventilation and overheating scheme, based on the results and recommendations within the submitted Environmental Statement and any subsequent reports approved by the LPA, shall be submitted to and approved in writing by the Local Planning Authority. These measures are to include the approved specifications of the external facades, including all glazing, ventilation and overheating mitigation. The scheme shall include the noise mitigations' manufacturers' acoustic test data showing the required level of mitigation can be achieved.

Noise mitigation measures shall produce internal noise levels specified in BS8233:2014. The mechanical ventilation system shall meet or exceed the specifications set out in clause 6, schedule 1 of the Noise Insulation Regulations 1975 with regard to acoustic performance and airflow rates. Alternative schemes that meet the above noise and ventilation standards can be considered.

The approved scheme is to be completed prior to the occupation/use of the development and shall be permanently maintained thereafter. Prior to use/occupation, the developer shall certify in writing, to the local planning authority, that the noise mitigation measures agreed have been installed. The development shall thereafter be retained as such for the lifetime of the development.

Reason: To protect the internal amenity of future occupants of the development in accordance with Policy BN.11 of the Local Plan 2020.

### 34. Overheating

Prior to commencement of any above ground works (excluding lift cores and stair) an updated assessment (Property Sustainability Services Energy Assessment, Stage 2, 14833-WBS-ZZ-ZZ-RP-SU-10001 P05 August 2023, prepared by Waterman) of the internal temperature of the development in summer shall be submitted to and approved in writing by the local planning authority. Such assessment shall use the method of calculation set out in the 'PART L Criterion 3 Limiting Solar Gain' and have regard to CIBSE 2050 weather data. The assessment shall include details of any mitigation measures that are proposed to be used to reduce overheating which shall include, without limitation and where appropriate, design of the facades and internal layout. The development shall not be occupied until it has been constructed in accordance with the approved details; and it shall thereafter be retained as such for the lifetime of the development.

Reason: To ensure the requisite standard of amenity for residents of the development and in the interest of visual amenity, in accordance with policies S.4 and BN.4 of the Local Plan 2020.

### 35. Energy Strategy

Prior to commencement of above ground superstructure works, an updated Energy Statement 14833-WBS-ZZ-ZZ-RP-SU-10001 P05 dated August 2023 prepared by Waterman shall be submitted and approved in writing with the Local Planning Authority. Such statement shall provide further detail on how the development hereby permitted will aim to achieve the GLA Energy targets. This shall include a description of all the measures that have been considered and how energy efficiency has been maximised. If further improvements cannot be made then a robust justification shall be provided explaining why those improvements cannot be made.

The development shall not be used/occupied until it has been constructed in accordance with the approved details; and it shall thereafter be retained as such for the lifetime of the development.

Reason: In the interests of promoting sustainable development.

### 36. TfL Risk Assessment and Method Statement

The development hereby permitted shall not be commenced until site specific Risk Assessments and Method Statements for any stage of development which may be a risk to TfL infrastructure at each stage of the development have been submitted to and approved in writing by the Local Planning Authority, in consultation with TfL Infrastructure Protection unless otherwise agreed with TfL Infrastructure Protection which demonstrate that there will at no time be any potential security risk to railway, property or structures.

The development shall thereafter be carried out in accordance with the approved Risk Assessment and Method Statements, and all works shall be completed in accordance with the approved details, in their entirety, before any part of the buildings is occupied

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

### 37. TfL Movement Monitoring

The development hereby permitted shall not be commenced until a Monitoring Action Plan of TfL impacted railway assets for baseline, construction and post-completion stages has been submitted to and approved in writing by the Local Planning Authority, in consultation with TfL Infrastructure Protection. The Monitoring Action Plan shall set out the frequency of monitoring reports and submission to TfL Infrastructure Protection and must depend on the nature and scale of the risk being monitored.

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

#### Appendix 1

• Site Location Plan	UMS-BDP-ZZ-DR-A-PM-60-10-0000 Rev P5
• Site Plan Proposed	UMS-BDP-ZZ-DR-A-PM-60-10-0001 Rev P6
• Site Plan Existing	UMS-BDP-ZZ-DR-A-PM-60-10-9001 Rev P5
• Site Block Plan Proposed	UMS-BDP-ZZ-DR-A-PM-60-10-0002 Rev P6
• Site Block Plan Existing	UMS-BDP-ZZ-DR-A-PM-60-10-9002 Rev P5
• Site Basement Plan Existing	UMS-BDP-ZZ-DR-A-PM-60-10-9003 Rev P5
• Basement Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0010 Rev P9
• Lower Ground Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0011 Rev P18
• Upper Ground Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0012 Rev P13
• Level 1 Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0110 Rev P10
• Level 2 Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0210 Rev P9
• Level 3 Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0310 Rev P9
• Level 4 Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0410 Rev P9
• Level 5 Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0510 Rev P9
• Level 6 Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0610 Rev P9
• Level 7 (Amenity) Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0710 Rev P9
• Level 8 (Amenity) Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0810 Rev P10
• Level 9 (Amenity) Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-0910 Rev P9
• Levels 10, 13, 14, 17	UMS-BDP-ZZ-DR-A-ZZ-70-60-1010 Rev P9
• Level 11 (Amenity) Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-1110 Rev P9
• Level 12 (Amenity) Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-1210 Rev P9
• Level 15, 16, 18, 21-24, 28-30,	
• 34-36 Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-2410 Rev P9
• Level 19 (Amenity) Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-1910 Rev P9
• Level 20 Floor Plan	UMS-BDP-ZZ-DR-A-ZZ-70-60-2010 Rev P9

- Level 25 (Amenity) Floor Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-2510 Rev P9
  - Level 26 & 27 Floor Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-2610 Rev P9
  - Level 31 (Amenity) Floor Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-3210 Rev P10
  - Level 32 & 33 Floor Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-3310 Rev P9
  - Level 37 & 38 Floor Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-3710 Rev P9
  - Level 39 (Amenity) Floor Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-3910 Rev P10
  - Level 40 (Plant) Floor Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-4010 Rev P9
  - Level 42 Roof Plan UMS-BDP-ZZ-DR-A-ZZ-70-60-4210 Rev P9
  - Proposed East Elevation UMS-BDP-ZZ-00-DR-A-ZZ-70-30-0001 Rev P9
  - Proposed South Elevation UMS-BDP-ZZ-00-DR-A-ZZ-70-30-0002 Rev P5
  - Proposed West Elevation UMS-BDP-ZZ-00-DR-A-ZZ-70-30-0003 Rev P5
  - Proposed North Elevation UMS-BDP-ZZ-00-DR-A-ZZ-70-30-0004 Rev P4
  - Proposed Building Sections UMS-BDP-ZZ-DR-A-ZZ-70-80-0001 Rev P4
  - Facade Detail 01 –
  - Podium - Typical Bay 01 UMS-BDP-ZZ-00-DR-A-ZZ-70-21-0001 Rev P1
  - Facade Detail 02 –
  - Podium - Typical Bay 02 UMS-BDP-ZZ-00-DR-A-ZZ-70-21-0002 Rev P1
  - Facade Detail 03 –
  - Lower Facade - Typical Bay UMS-BDP-ZZ-00-DR-A-ZZ-70-21-0003 Rev P1
  - Facade Detail 04 - Amenity Terrace
  - - Typical Bay UMS-BDP-ZZ-00-DR-A-ZZ-70-21-0004 Rev P1
  - Facade Detail 05 - Upper Facade –
  - Typical Bay UMS-BDP-ZZ-00-DR-A-ZZ-70-21-0005 Rev P1
  - Facade Detail 06 –
  - Chamfered Corner - Typical Bay UMS-BDP-ZZ-00-DR-A-ZZ-70-21-0006 Rev P1
  - Facade Detail 07 - Crown –
  - Typical Bay UMS-BDP-ZZ-00-DR-A-ZZ-70-21-0007 Rev P1
  - Landscape Lower Ground Level Plan UMS-90-LP101 Rev P06
  - Upper Ground Landscape Plan UMS-90-LP102 Rev P03
  - Landscape Level 1 UMS-90-LP103 Rev P03
  - Landscape Plan Level 9 UMS-90-LP104 Rev P04
  - Landscape Plan Levels 11 UMS-90-LP105 Rev P03
  - Landscape Plan Level 19 UMS-90-LP106 Rev P03
  - Landscape Plan Level 25 UMS-90-LP107 Rev P03
  - Landscape Plan Level 31 UMS-90-LP108 Rev P03
  - Landscape Plan Level 39 UMS-90-LP109 Rev P03
  - Ground and Podium Levels Masterplan 20231221 Ground and Podium Levels Masterplan dated 5 February 2024
  - Meridian Steps Extent of S278 284170-SK-021 Rev U
- Documents:
- Archaeological Desk Based Assessment prepared by RPS dated March 2022.
  - Noise Assessment Report prepared by Cahill Design Consultants Rev 1.5 dated 2 August 2023.
  - Environmental Statement dated March 2022 and Environmental Statement Addendum dated August
  - 2023 and Addendum Report dated 7 February 2024 prepared by Temple.
  - Construction Management Plan Rev 002 prepared by Arup dated 3 August 2023.
  - Waste Management Strategy Rev 03 prepared by WSP dated August 2023
  - Marketing Report prepared by Torridon dated 14<sup>th</sup> September 2023.
  - Flood Risk Assessment and Drainage Strategy Rev P08 prepared by Meinhardt dated 18 December 2023.
  - Design and Access Statement Rev P9 prepared by BDP dated August 2023.
  - Circular Economy Statement and GLA Template prepared by Greengage dated August 2023

- Whole Life Carbon Assessment dated October 2023 and GLA template dated August 2023 prepared by
- Greengage.
- Sustainability Report prepared by Greengage dated August 2023.
- Transport Assessment dated 7 April 2022 and Addendum dated 4 August 2023 prepared by Arup.
- Planning Statement dated 21 April 2022 and Addendum dated 4 August 2023 prepared by ROK Planning.
- Internal Daylight and Sunlight Report dated 8 June 2023 and Internal Daylight and Sunlight Clarifications
- Letter dated 4 August 2023 prepared by Delva Patman Redler.
- Energy Assessment Rev P05 prepared by Waterman Building Services Limited dated August 2023.
- GLA Carbon Emissions Report Spreadsheet Rev P02 prepared by Waterman Building Services Limited.
- GLA Be Green Brukl ASHP, Be Green Brukl DHN and Be Lean Brukl dated May 2023 Waterman Building Services Limited.
- Utilities Statement prepared by The Utility Buyers dated 14 December 2023.
- Student Demand Study dated 30 March 2022 and Addendum dated 10 May 2023 prepared by Knight Frank.
- Fire Statement GLA Form 1 Rev 1.2 prepared by Cahill Design Consultants.
- Fire Evacuation Lift GLA Form 3 Rev 1.2 prepared by Cahill Design Consultants.
- Fire Statement Rev 3.7 prepared by Cahill Design Consultants.
- Ecological Assessment Rev 06 prepared by BDP dated 6 May 2023.
- Student Management Plan prepared by Unite Students dated May 2023.
- EQIA dated 8 April 2022 and Statement of Conformity dated 19 June 2023 prepared by ROK Planning.
- Statement of Convergence dated 8 April 2022 and Statement of Conformity dated 19 June 2023 prepared
- by ROK Planning.
- iDAS dated 31 March 2022 and Addendum dated 18<sup>th</sup> August 2023 prepared by Proudlock Associates.
- Health Impact Assessment dated April 2022 and Statement of Conformity dated May 2023 prepared by Quod
- Secured by Design Statement dated 30 March 2022 and Statement of Conformity dated 15 June 2023
- prepared by Arup
- Statement of Community Engagement dated March 2022 and Addendum dated 2023 prepared by Local
- Dialogue.

## Informatives

### 1. The control of emissions from Non-Road Going Mobile Machinery (NRMM) at major residential, commercial or industrial sites.

Where development involves the use of any non-road going mobile machinery with a net rated power of 37kW and up to 560kW, that is used during site preparation, construction, demolition, and/ or operation, at that site, we strongly recommend that the machinery used shall meet or exceed the latest emissions standards set out in Regulation (EU) 2016/1628 (as amended). This shall apply to the point that the machinery arrives on site, regardless of it being hired or purchased, unless agreed in writing with the Local Planning Authority.

This is particularly important for major residential, commercial, or industrial development located in or within 2km of an Air Quality Management Area for oxides of Nitrogen (NOx), and or particulate matter that has an aerodynamic diameter of 10 or 2.5 microns (PM10 and PM2.5).

Use of low emission technology will improve or maintain air quality and support LPAs and developers in improving and maintaining local air quality standards and support their net zero objectives.

We also advise, the item(s) of machinery must also be registered (where a register is available) for inspection by the appropriate Competent Authority (CA), which is usually the local authority.

The requirement to include this may already be required by a policy in the local plan or strategic spatial strategy document. The Environment Agency can also require this same standard to be applied to sites which it regulates. To avoid dual regulation this informative should only be applied to the site preparation, construction, and demolition phases at sites that may require an environmental permit.

Non-Road Mobile Machinery includes items of plant such as bucket loaders, forklift trucks, excavators, 360 grab, mobile cranes, machine lifts, generators, static pumps, piling rigs etc. The Applicant should be able to state or confirm the use of such machinery in their application to which this then can be applied.

### **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:

**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.

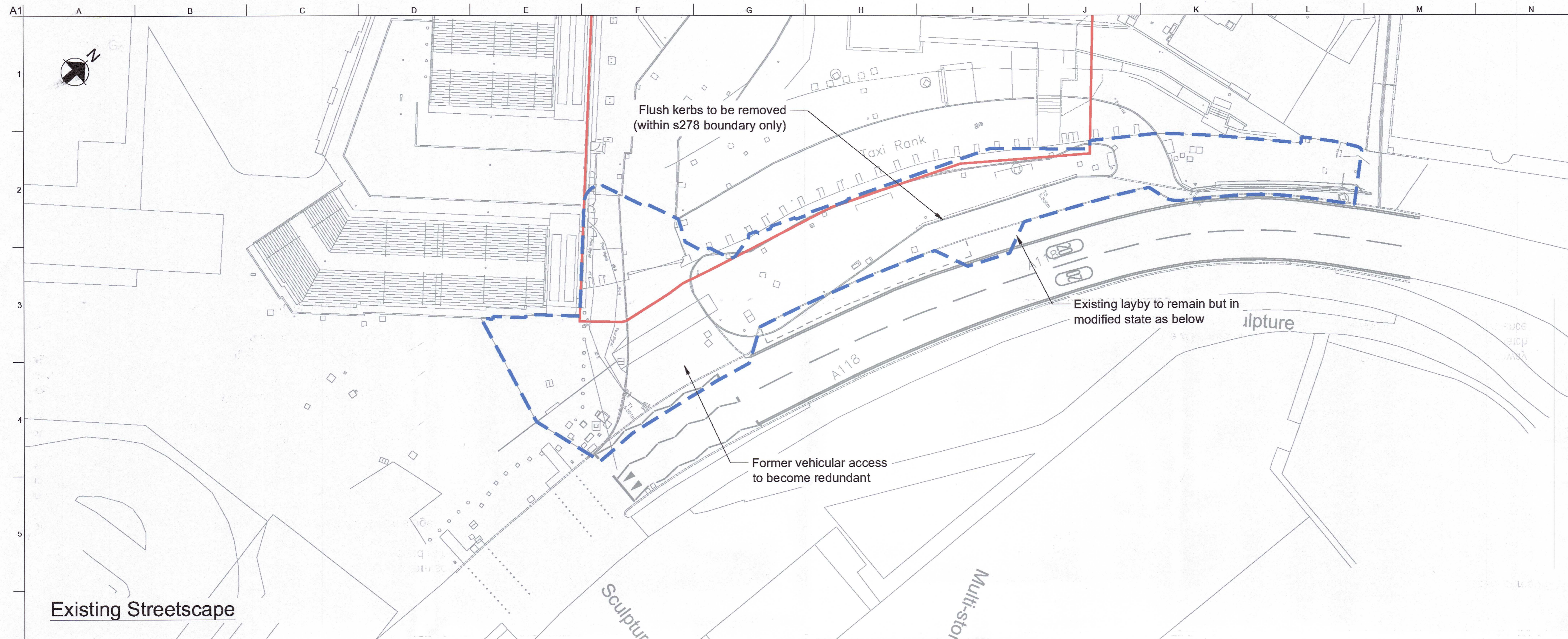
- \* The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- \* The Secretary of State need not consider an appeal if it seems to 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

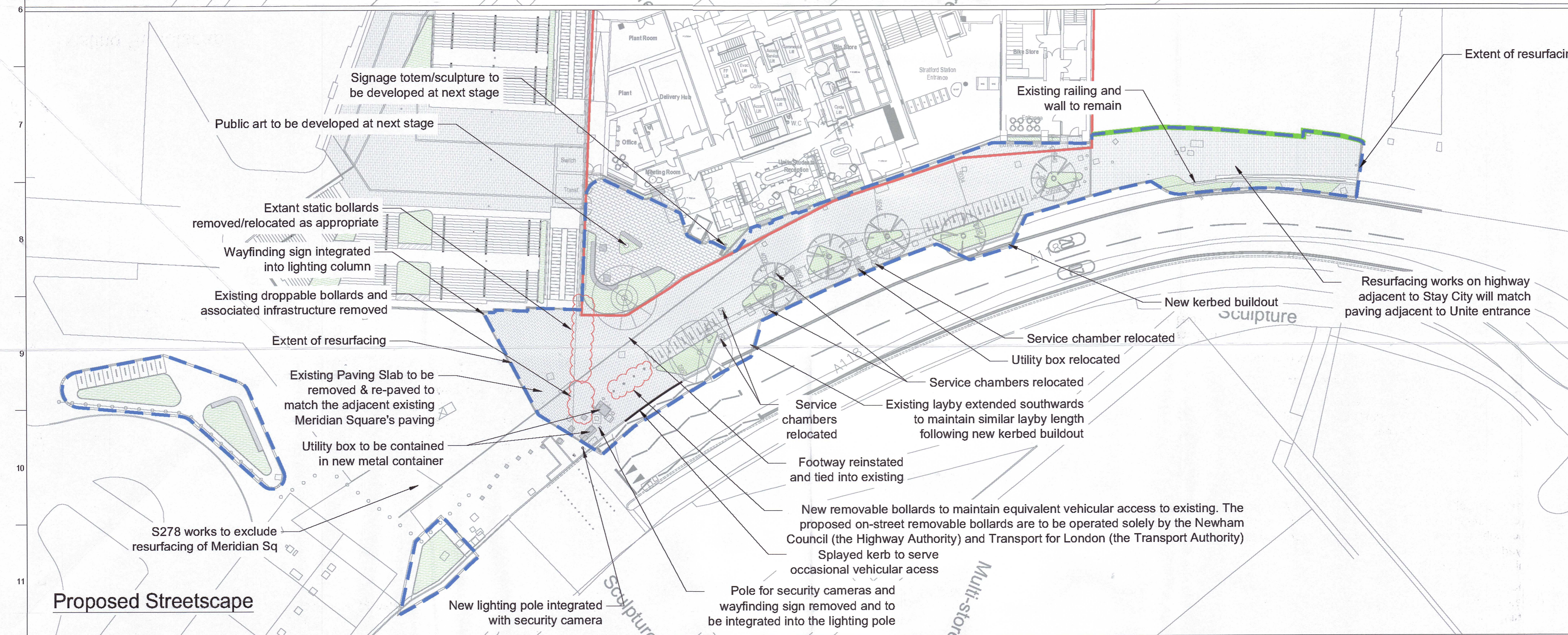
- \* If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial 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.



**Appendix 3**  
**284170-SK-021 U**



Existing Streetscape



Proposed Streetscape

**Key**

- Extent of S278 works
- Proposed cycle parking (Sheffield stands)
- Planning application boundary
- Existing hoarding line

- Notes**
1. Drawing to be read in conjunction with the Lower Ground Level Landscape Plan 'UMS(90)LP101 rev P05' from BDP.
  2. Utility box furniture and CCTV poles will be upgraded and coordinated to minimise their impact on the public realm in their existing location, subject to highways and statutory undertaker approval as part of the S278 works.
  3. Public artwork to be developed at next stage.
  4. Signage totem/sculpture to be developed at next stage.
  5. Level proposal to be further developed in the next Stage.
  6. Cycle parking - the detailed location of the short stay cycle parking stands to be confirmed as part of detailed design, and will be secured through the Section 278 agreement or other planning mechanism.

U	09/05/24	RJM	SY	AF
T	07/02/24	RJM	SY	AF
S	22/12/23	RJM	SY	AF
R	08/11/23	RJM	SY	AF
Q	31/10/23	RJM	SY	AF
P	20/10/23	RJM	SY	AF
O	05/10/23	RJM	SY	AF
N	18/09/23	RJM	SY	AF
M	30/08/23	RJM	SY	AF
L	02/08/23	RJM	SY	AF
K	05/06/23	RJM	SY	AF
J	02/06/23	RJM	SY	AF
I	30/05/23	RJM	SY	AF
H	17/05/23	RJM	SY	AF
G	19/04/23	RJM	SY	AF
F	18/04/23	RJM	SY	AF
E	26/09/22	RJM	SY	AF
D	02/09/22	RJM	SY	AF
C	26/08/22	RJM	SY	AF
B	18/08/22	OW	SY	AF
A	02/08/22	RJM	SY	AF

Rev	Date	By	Chkd	Appd
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 www.arup.com

Client  
 Unite

Project Title  
 Meridian Steps

Drawing Title  
 Indicative Extent of S278 Works

Scale at A1 1:250

Role

Suitability

Arup Job No  
 284170-00

Name  
 284170-SK-021

**Appendix 4**  
**UMS(90)LP101 P06**

**Notes:**  
 Utility box furniture and CCTV poles will be upgraded and coordinated to minimise their impact on the public realm in their existing location, subject to highways and statutory undertaker approval as part of the S278 works.

Public artwork to be developed at next stage.

Signage totem/sculpture to be developed at next stage.

Level proposal to be further developed in the next Stage.

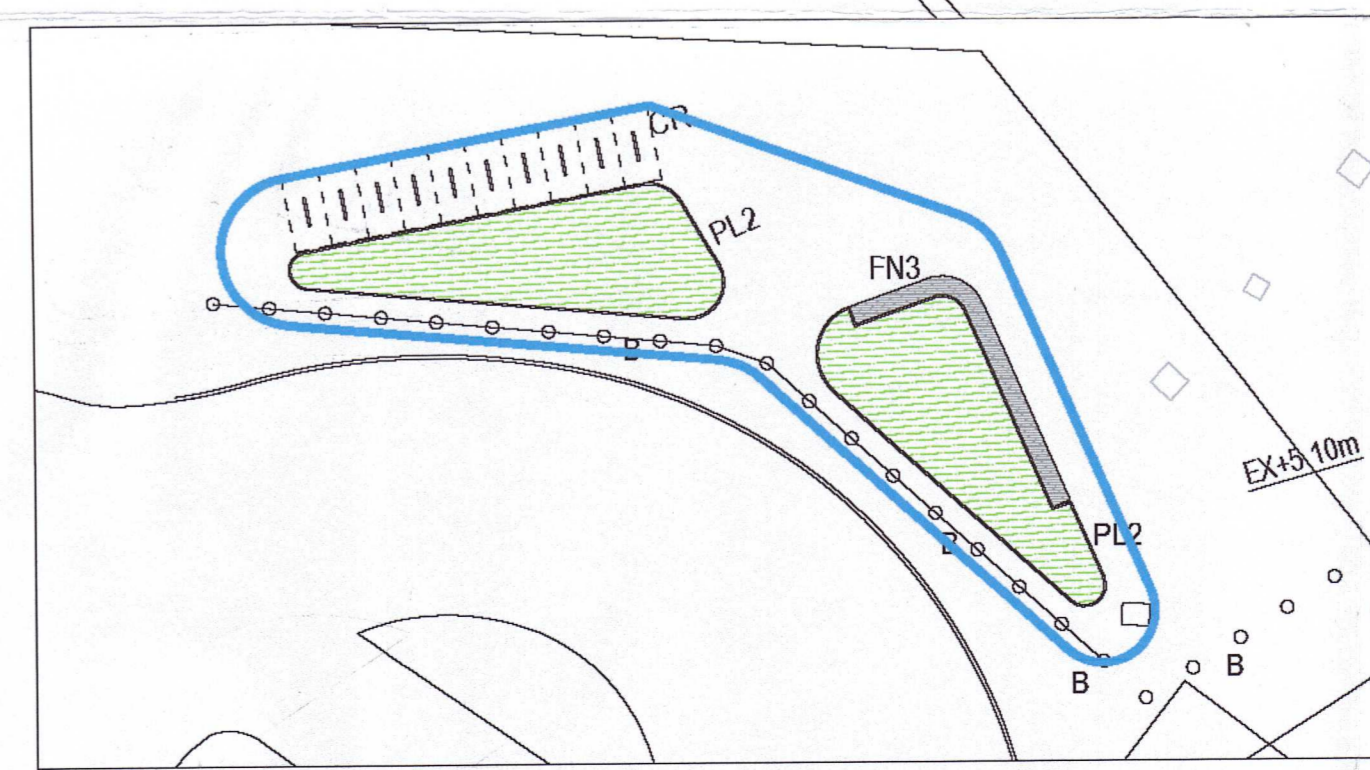
BUILDING DESIGN PARTNERSHIP SHALL HAVE NO RESPONSIBILITY FOR ANY USE MADE OF THIS DOCUMENT OTHER THAN FOR THAT WHICH IT WAS PREPARED AND ISSUED.  
 ALL DIMENSIONS SHOULD BE CHECKED ON SITE.  
 DO NOT SCALE FROM THIS DRAWING.  
 ANY DRAWING ERRORS OR DIVERGENCES SHOULD BE BROUGHT TO THE ATTENTION OF BUILDING DESIGN PARTNERSHIP AT THE ADDRESS SHOWN BELOW.

**NOTES**

	Proposed paving with ground level		Existing railings and wall to remain
	Proposed paving with level 5.86m		Existing adjacent site hearing line
	Proposed paving with level 5.96m		Proposed F&S cabinet details
	Proposed paving with level 6.02m		Proposed F&S cabinet details
	Proposed paving with level 6.08m		Proposed F&S cabinet details
	Proposed paving with level 6.14m		Proposed F&S cabinet details
	Proposed paving with level 6.20m		Proposed F&S cabinet details
	Proposed paving with level 6.26m		Proposed F&S cabinet details
	Proposed paving with level 6.32m		Proposed F&S cabinet details
	Proposed paving with level 6.38m		Proposed F&S cabinet details
	Proposed paving with level 6.44m		Proposed F&S cabinet details
	Proposed paving with level 6.50m		Proposed F&S cabinet details
	Proposed paving with level 6.56m		Proposed F&S cabinet details
	Proposed paving with level 6.62m		Proposed F&S cabinet details
	Proposed paving with level 6.68m		Proposed F&S cabinet details
	Proposed paving with level 6.74m		Proposed F&S cabinet details
	Proposed paving with level 6.80m		Proposed F&S cabinet details
	Proposed paving with level 6.86m		Proposed F&S cabinet details
	Proposed paving with level 6.92m		Proposed F&S cabinet details
	Proposed paving with level 6.98m		Proposed F&S cabinet details
	Proposed paving with level 7.04m		Proposed F&S cabinet details
	Proposed paving with level 7.10m		Proposed F&S cabinet details
	Proposed paving with level 7.16m		Proposed F&S cabinet details
	Proposed paving with level 7.22m		Proposed F&S cabinet details
	Proposed paving with level 7.28m		Proposed F&S cabinet details
	Proposed paving with level 7.34m		Proposed F&S cabinet details
	Proposed paving with level 7.40m		Proposed F&S cabinet details
	Proposed paving with level 7.46m		Proposed F&S cabinet details
	Proposed paving with level 7.52m		Proposed F&S cabinet details
	Proposed paving with level 7.58m		Proposed F&S cabinet details
	Proposed paving with level 7.64m		Proposed F&S cabinet details
	Proposed paving with level 7.70m		Proposed F&S cabinet details
	Proposed paving with level 7.76m		Proposed F&S cabinet details
	Proposed paving with level 7.82m		Proposed F&S cabinet details
	Proposed paving with level 7.88m		Proposed F&S cabinet details
	Proposed paving with level 7.94m		Proposed F&S cabinet details
	Proposed paving with level 8.00m		Proposed F&S cabinet details
	Proposed paving with level 8.06m		Proposed F&S cabinet details
	Proposed paving with level 8.12m		Proposed F&S cabinet details
	Proposed paving with level 8.18m		Proposed F&S cabinet details
	Proposed paving with level 8.24m		Proposed F&S cabinet details
	Proposed paving with level 8.30m		Proposed F&S cabinet details
	Proposed paving with level 8.36m		Proposed F&S cabinet details
	Proposed paving with level 8.42m		Proposed F&S cabinet details
	Proposed paving with level 8.48m		Proposed F&S cabinet details
	Proposed paving with level 8.54m		Proposed F&S cabinet details
	Proposed paving with level 8.60m		Proposed F&S cabinet details
	Proposed paving with level 8.66m		Proposed F&S cabinet details
	Proposed paving with level 8.72m		Proposed F&S cabinet details
	Proposed paving with level 8.78m		Proposed F&S cabinet details
	Proposed paving with level 8.84m		Proposed F&S cabinet details
	Proposed paving with level 8.90m		Proposed F&S cabinet details
	Proposed paving with level 8.96m		Proposed F&S cabinet details
	Proposed paving with level 9.02m		Proposed F&S cabinet details
	Proposed paving with level 9.08m		Proposed F&S cabinet details
	Proposed paving with level 9.14m		Proposed F&S cabinet details
	Proposed paving with level 9.20m		Proposed F&S cabinet details
	Proposed paving with level 9.26m		Proposed F&S cabinet details
	Proposed paving with level 9.32m		Proposed F&S cabinet details
	Proposed paving with level 9.38m		Proposed F&S cabinet details
	Proposed paving with level 9.44m		Proposed F&S cabinet details
	Proposed paving with level 9.50m		Proposed F&S cabinet details
	Proposed paving with level 9.56m		Proposed F&S cabinet details
	Proposed paving with level 9.62m		Proposed F&S cabinet details
	Proposed paving with level 9.68m		Proposed F&S cabinet details
	Proposed paving with level 9.74m		Proposed F&S cabinet details
	Proposed paving with level 9.80m		Proposed F&S cabinet details
	Proposed paving with level 9.86m		Proposed F&S cabinet details
	Proposed paving with level 9.92m		Proposed F&S cabinet details
	Proposed paving with level 9.98m		Proposed F&S cabinet details
	Proposed paving with level 10.04m		Proposed F&S cabinet details
	Proposed paving with level 10.10m		Proposed F&S cabinet details
	Proposed paving with level 10.16m		Proposed F&S cabinet details
	Proposed paving with level 10.22m		Proposed F&S cabinet details
	Proposed paving with level 10.28m		Proposed F&S cabinet details
	Proposed paving with level 10.34m		Proposed F&S cabinet details
	Proposed paving with level 10.40m		Proposed F&S cabinet details
	Proposed paving with level 10.46m		Proposed F&S cabinet details
	Proposed paving with level 10.52m		Proposed F&S cabinet details
	Proposed paving with level 10.58m		Proposed F&S cabinet details
	Proposed paving with level 10.64m		Proposed F&S cabinet details
	Proposed paving with level 10.70m		Proposed F&S cabinet details
	Proposed paving with level 10.76m		Proposed F&S cabinet details
	Proposed paving with level 10.82m		Proposed F&S cabinet details
	Proposed paving with level 10.88m		Proposed F&S cabinet details
	Proposed paving with level 10.94m		Proposed F&S cabinet details
	Proposed paving with level 11.00m		Proposed F&S cabinet details

Updated Parking Layout	DT	RJ	07/05/24
Planning Resubmission	DT	RJ	12/02/24
Planning Resubmission	DT	RJ	21/12/23
Planning Resubmission	DT	RJ	07/11/23
Update to landscape and services	DT	RJ	07/11/23
Update to Services Cabinets + Chamber	DT	RJ	11/10/23
Update to PBSA entrance door location	DT	RJ	03/10/23
FIRST ISSUE	DT	GB	16/02/22

Indicative interim/temporary landscape, subject to replacement by future development works (later to Plan Detail 2 for indicative future design intent)



Plan Detail 1 - 1:200

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PROJECT TITLE  
**UNITE MERIDIAN STEPS**

PROJECT NUMBER  
**P3001791**

SCALE  
**1:200**

DATE  
**20/01/22**

REVISION  
**P06**

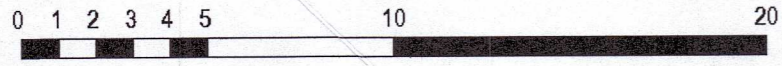
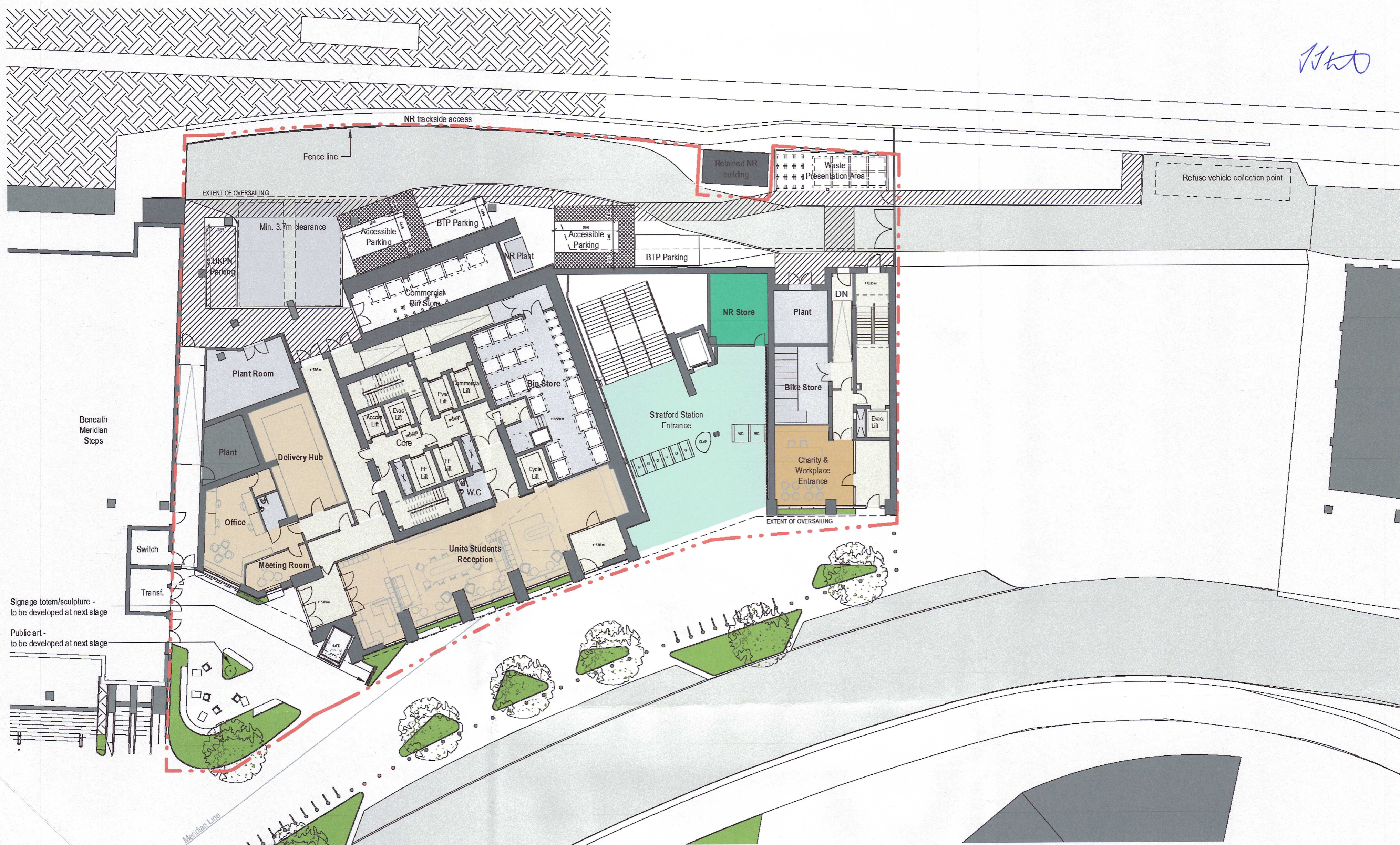
**APPENDIX 5**  
**UMS(90)LP103 P03**



**APPENDIX 6**

**UMS-BDP-ZZ-DR-A-ZZ-70-60-0011 P18**

JH20



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- THE PROJECT CDM RISK REGISTER

NOTES

REV	NO	DATE	BY	CHKD	DESCRIPTION
P18			JT	KP	07/05/24
P17			CJ	KP	17/04/24
P16			CJ	KP	02/02/24
P15			ED	CJ	22/12/23
P14			JT	CJ	07/11/23

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*Westfield*

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PROJECT: Unite Students Meridian Steps	
REF: P3001791	STATUS: Commercial In Confidence
DRAWING: Lower Ground Floor Plan	
SCALE: 1:200	DATE: 11/03/22
PROJECT NO: UMS-BDP-ZZ-DR-A-ZZ-70-60-0011	REVISION: P18



**APPENDIX 7**

**UMS-BDP-ZZ-DR-A-ZZ-70-60-0012 P13**

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- THE PROJECT CDM RISK REGISTER

NO.	DATE	BY	CHKD BY	DESCRIPTION

P13	Update to wind mitigation requirements	CJ	KP	02/02/24
P12	Update to consultation comments	ED	CJ	22/12/23
P11	Updates for Planning	JT	CJ	07/11/23
P10	Updates for Planning Submission	JT	CJ	30/10/23

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Unite Students Meridian Steps

PROJECT NUMBER	P3001791	PROJECT DESCRIPTION	Commercial In Confidence
DRAWING NO.	Upper Ground Floor Plan	SCALE	@ A2 1:200
DATE	11/03/22	REVISION	P13
DRAWING TITLE	UMS-BDP-ZZ-DR-A-ZZ-70-60-0012		