

DATED 26 April 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

and

(2) STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED AND STRATFORD VILLAGE PROPERTY HOLDINGS 2 LIMITED

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**PLANNING OBLIGATION BY AGREEMENT**

relating to made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling relating to Plot N16, Zone 3 Stratford City, 50 Celebration Avenue, Stratford E20 1DB

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Pinsent Masons

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THIS AGREEMENT is made on

26 April

2024

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, London, E20 1JN (the "LPA");
- (2) **STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED** (Company Number 06582069) and **STRATFORD VILLAGE PROPERTY HOLDINGS 2 LIMITED** (Company Number 06583356) of 1 East Park Walk, London E20 1JL (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 Applicant has a freehold interest in the Site registered at the Land Registry with Title Number EGL573474 and EGL557879.
- (C) The Planning Application was validated by the LPA on 27 February 2023.
- (D) On 25 July 2023 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

1. **INTERPRETATION**

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

"1990 Act"	means Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Academic Year"	means the academic year of a Higher Education Institution commencing in September or October each year and ending in July each year or such other time as specified by the relevant Higher Education Institution
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Anticipated Substantial Implementation Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented
"Commencement"	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, demolition, 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 "**Commence**" and "**Commenced**" shall be construed accordingly

"Commencement Date"	means the date upon which the Development is Commenced
"Completed"	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
"Comply"	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
"Condition"	means a condition of the Planning Permission, and where (as applicable) express condition numbering is referred to in line with the draft at Appendix 2, this shall also include any alternative numbering allocated to that same condition
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Newham and its successor in function
"Council's Area"	means the administrative area of the Council
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof and " <b>First Occupy</b> " shall be construed accordingly
"Growth Boroughs"	means the London Boroughs Newham, Waltham Forest, Tower Hamlets or Hackney
"Highway Authority"	means the Council and/or TfL (as applicable) or their successors in function
"Index"	means the All-in Tender Price Index or if the same shall cease to be published, a different index to be agreed by the Developer and the LPA

<b>"Indexed"</b>	means in relation to a sum that it is to be increased in accordance with Clauses 16.2 and 16.3
<b>"Interest"</b>	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
<b>"Monitoring Fee"</b>	means the sum of £5,000 (five thousand pounds) as a contribution towards the LPA's costs for monitoring the Developer's compliance with their obligations under this Agreement
<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 <b>"Party"</b> shall mean either one of them
<b>"Plan 1"</b>	means the plan attached at Appendix 1 of this Agreement showing the Site and marked "Plan 1"
<b>"Plan 2"</b>	means the plan attached at Appendix 1 of this Agreement showing the Belvedere Zone and marked "Plan 2"
<b>"Plan 3"</b>	means the plan attached at Appendix 1 of this Agreement showing the Highway Works and marked "Plan 3"
<b>"Plan 4"</b>	means the plan attached at Appendix 1 of this Agreement showing the Common Areas and marked "Plan 4"
<b>"Plan 5"</b>	means the plan attached Appendix 1 of this Agreement showing the Publicly Accessible Open Space and marked "Plan 5"
<b>"Planning Application"</b>	means the application for full planning permission submitted to the LPA and given reference number 23/00101/FUL by the LPA for the construction of a part 10-storey, part 8-storey building providing a 504 bedroom purpose – built student accommodation (18,682 m <sup>2</sup> ) (GIA) (Use Class Sui Generis), with commercial, business and service floorspace (313m <sup>2</sup> ) (GIA) (Use Class E) at ground floor, and landscaping, parking and other associated works
<b>"Planning Permission"</b>	means the 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 of this Agreement
<b>"Preparatory Works"</b>	means the following enabling works: <ul style="list-style-type: none"> <li>(a) archaeological investigations;</li> </ul>

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

**"Private Student Accommodation Units"** means Student Accommodation Units which are not Affordable Student Accommodation Units (as defined in Schedule 1) provided pursuant to Schedule 1

**"Reasonable Endeavours"** means that it is agreed by the Parties that the Developer under such an obligation 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 commercial developer in the context of the Development (or part of the Development)

**"Requisite Consents"** means such grant of planning permission under the 1990 Act, 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

**"Site"** means the land shown edged red on Plan 1

**"Student Accommodation"** means the Student Accommodation Units to be provided as part of the Development

**"Student Accommodation Unit"** means any single studio or single bedroom unit forming part of the Student Accommodation

**"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 laying of the lower ground floor slab) have been completed

and **"Substantially Implement"** and **"Substantially Implemented"** shall be construed accordingly

<b>"Superstructure Works"</b>	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; external walls: construction of all the external enclosing walls
	(e) windows, doors and openings in external walls
<b>"TfL"</b>	means Transport for London or its successor in function
<b>"Utility Undertaker"</b>	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
<b>"Working Day"</b>	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

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 not 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;
  - (b) persons deriving title from the Applicant; and
  - (c) the Applicant's successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 **"including"** means **"including without limitation"**;
- 1.2.10 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;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 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;
- 1.2.13 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 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the 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 volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 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, section 16 of the Greater London Councils (General Powers) Act 1974 and all other powers so enabling.

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

2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act 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 obligations contained within this Agreement shall not be binding upon nor enforceable against:-

2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;

2.4.2 individual occupiers of the Student Accommodation Units (save for the obligations in paragraph 5.1.3 of Schedule 3 which are intended to be enforceable against such occupiers); or

2.4.3 individual occupiers or lessees of individual or commercial units who are in physical Occupation of such units.

2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.

2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time 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.

2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.

- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Owner) modified.
- 2.10 Subject to Clause 2.11 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any Condition 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 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

save for the provisions of this Clause 3 and Clauses 2, 4.1.3, 4.1.4, 4.2, 6, 9, 11, 14, 18, 19 which shall come into effect immediately upon completion of this Agreement.

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

4.1 The Developer covenants with the LPA that it shall:-

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

4.1.2 subject to Clause 2.10, not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;

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

4.1.4 notify the LPA of the 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 The Developer covenants with the LPA that no Development shall Commence unless all commercial Leasehold interests in the Site, including but not limited to TGL441343, TGL440358 and TGL419684, have been:

4.2.1 terminated and evidence of the same has been provide to and approved by the LPA; or

4.2.2 bound by the terms of this Agreement in a form approved by the LPA and evidence of the same has been provided to the LPA.

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

- 5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clause 5.6, 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 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 ten (10) years of the date of receipt by the LPA of such payment together with Interest.
- 5.5 The LPA shall provide written confirmation of receipt of any sums paid by the Developer under this agreement within 10 Working Days of receiving the relevant sum.
- 5.6 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 5.6 shall cease to apply in respect of those monies.
- 5.7 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.6 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

6. **NOTICES**

- 6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-
- 6.1.1 if delivered by hand, the next Working Day after the day of delivery; 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 9  
5 Endeavour Square  
London  
E20 1JN

For the attention of: Anthony Hollingsworth

**Applicant:**

Address: Get Living PLC, 1 East Park Walk, London, England, E20  
1JL

For the attention of: Rick de Blaby, CEO

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.

**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 5 (five) 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 all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.

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 (ten) 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 (twenty) 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 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 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 expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

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. **CHANGE IN OWNERSHIP**

- 13.1 The Developer agrees with the LPA to give the LPA written notice as soon as reasonably practicable of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

14. **THE LPA'S COSTS**

14.1 The Developer agrees that it will on completion of the Agreement pay the Monitoring Fee and the LPA's *reasonable* legal costs reasonably incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers and other consultants appointed by the LPA in relation to the negotiation and completion of this Agreement).

15. **VAT**

15.1 If VAT becomes payable on payments made under this Agreement that VAT will be additional to the sums required provided that the payor will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Agreement.

16. **FINANCIAL CONTRIBUTIONS AND INDEXATION**

16.1 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.

16.2 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 the payment or financial contribution was agreed until the date such sums are paid (unless otherwise stated in this Agreement).

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

17. **INTEREST**

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

18. **JURISDICTION AND LEGAL EFFECT**

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

18.2 The provisions of this Agreement (other than this Clause 18 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

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.

## SCHEDULE 1

### AFFORDABLE STUDENT ACCOMMODATION

#### 1. DEFINITIONS

<b>"Affordable Accommodation"</b>	<b>Student</b>	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 or Schedule 2
<b>"Affordable Accommodation Unit"</b>	<b>Student</b>	means any single studio or single bedroom unit forming part of the Affordable Student Accommodation
<b>"Baseline Student Units"</b>	<b>Affordable Accommodation</b>	means the 180 Student Accommodation Units to be provided as Affordable Student Accommodation pursuant to paragraph 2.1 of this Schedule (unless otherwise agreed in writing with the LPA)
<b>"Fit Out Works"</b>		means works comprised in the Development beyond Shell and Core
<b>"London Accommodation Rent"</b>	<b>Student Affordable</b>	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
<b>"Perpetuity"</b>		means a minimum term of one hundred and twenty five years from the date of First Occupation of an Affordable Student Accommodation Unit or the lifetime of the Development if shorter
<b>"RPI"</b>		means the Retail Price Index published by the Office for National Statistics or any official publication substituted for it
<b>"Shell and Core"</b>		means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry and shall include fair faced block work, party walls, utility supplies, drainage connections, allowance for conduits for internet/TV/telecommunication connections, Disability and Equality Act 2010 compliance, toilet facilities provided in accordance with Building Regulations and including any final wall, floor and ceiling finishes and services installations, fixtures and fittings

#### 2. MINIMUM AFFORDABLE STUDENT ACCOMMODATION UNITS

Not less than 180 Student Accommodation Units shall be provided as Affordable Student Accommodation Units unless otherwise agreed in writing with the LPA.

#### 3. DELIVERY OF AFFORDABLE STUDENT ACCOMMODATION UNITS

3.1 The Developer shall not carry out any Fit Out Works until details of the locations of the Baseline 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 Baseline Affordable Student Accommodation Units shall be provided in Perpetuity in the approved locations unless alternative locations are agreed from time to time by the LPA in writing.

3.2 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.



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

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

3.3.2 the Developer has complied with paragraph 2.1 of Schedule 3.

#### 4. **AFFORDABLE RENTS**

4.1 Subject to paragraph 4.3 the rent charges (inclusive of service charge, utilities and estate charges) for the letting of any Affordable Student Accommodation Units shall not exceed the London Student Accommodation Affordable Rent applicable at the date of the relevant letting and thereafter any annual increases in such rent charges shall be capped at the increase in the RPI.

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

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

4.2.2 whether the current rent charges (together with any annual increases pursuant to paragraph 4.1) require recalibration to reflect the most recently published London Student Accommodation Affordable Rent

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 4.2.

4.3 In the event that the London Student Accommodation Affordable Rent ceases to be published annually, the Developer shall submit to the LPA for approval a report annually detailing:-

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

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

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

## SCHEDULE 2

### VIABILITY REVIEW

#### 1. DEFINITIONS

- "Additional Affordable Student Accommodation"** means Affordable Student Accommodation to be provided as part of the Development in addition to the Baseline Affordable Student Accommodation Units pursuant to the terms of this Schedule
- "Additional Affordable Student Accommodation Scheme"** means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review concludes that Additional Affordable Student Accommodation is capable of being provided within the Development and which:-
- (a) confirms which previously intended Private Student Accommodation Units are to be converted into Additional Affordable Student Accommodation Units
  - (b) shows the location, size and internal layout of each Additional Affordable Student Accommodation Unit with reference to plans and drawings approved as part of the Planning Application
  - (c) ensures that at least 10% of the Additional Affordable Student Accommodation Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes
  - (d) provides an indicative timetable for construction and delivery of the Additional Affordable Student Accommodation Units
  - (e) identifies any Partial Unit Contribution
- "Additional Affordable Student Accommodation Unit"** means a single studio or single bedroom unit forming part of the Additional Affordable Student Accommodation
- "Average Private Student Accommodation Values"** means the average value of Private Student Accommodation Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the GDV to be assessed by the LPA **PROVIDED THAT** where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at open market value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value
- "Build Costs"** means the costs of demolition, construction, external works and assumed contingency allowance in respect of the whole

Development supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:-

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

and building costs excludes all internal costs of the Developer including but not limited to:-

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

to be assessed by the LPA

**"Development Information"**

**Viability**

means the following information:

- (a) estimated GDV of the Private Student Accommodation Units;
- (b) Average Private Student Accommodation Values;
- (c) estimated Build Costs

AND including in each case supporting evidence to the LPA's reasonable satisfaction

**"Early Stage Review"**

means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Student Accommodation can be provided as part of the Development

**"Early Stage Submission"**

**Review**

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

- (a) the applicable Development Viability Information and
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Student Accommodation can be provided and
- (c) where such written statement confirms that Additional Affordable Student Accommodation can be provided, an Additional Affordable Student Accommodation Scheme

**"Formula 1"**

means the following formula to be applied at any Early Stage Review for determining surplus profit available for Additional Affordable Student Accommodation:-

X = Surplus profit available for Additional Affordable Student Accommodation

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

A = estimated GDV for the Private Student Accommodation Units at the Review Date as determined at the time of the Viability Review (£)

B = estimated application stage GDV for the Private Student Accommodation Units at the date of the Planning Permission (£)

D = estimated Build Costs at the Review Date as determined at the time of the Viability Review (£)

E = assumed application stage Build Costs at the date of the Planning Permission (£) to be calculated using the following formula:  $D \div (F + 1)$

F = percentage change in Build Costs from the date of the Planning Permission to the Review Date with reference to the BCIS All-in Tender Price Index (%)

P = developer profit on change in GDV of the Private Student Accommodation Units (£) to be calculated using the following formula:  $(A - B) * Y$ ;

Y = 15% (developer profit on gross development value of the Private Student Accommodation Units as determined as part of the Viability Review)

**"Formula 2"**

means the following formula for determining the amount of Additional Affordable Student Accommodation where the application of Formula 1 identifies a surplus profit:

X = Additional Affordable Student Accommodation Unit requirement

$$X = E \div (A - B)$$

A = Average value of Private Student Accommodation Unit (£)

B = Average value of Affordable Student Accommodation Unit (£)

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

**"GDV"**

means the capitalised open market rental value of the Private Student Accommodation Units based on detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

**"Memorandum"**

means a memorandum made in accordance with paragraph 5 of this Schedule

**"Non-Open Market Value"**

means a value below the open market value, for example due to a disposal or other related transaction:

- (a) to a purchaser who is connected in any way to the vendor grantor transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988
- (b) which is not an arm's length true value purchase on the usual terms as between a willing vendor grantor transferor or lessor and a willing purchaser and/or
- (c) where a transaction artificially reduces the value of a Student Accommodation Unit or Affordable Student Accommodation Unit which may include the following types of transaction:-
  - (i) transactions between the Developer and subsidiary companies of the Developer
  - (ii) transactions between the Developer and its employees
  - (iii) transactions involving loans from the Developer
  - (iv) transactions involving other forms of deferred consideration
  - (v) transactions involving finance deals
  - (vi) transactions involving other property not comprised in the Development
  - (vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Private Student Accommodation Units or Affordable Student Accommodation Units
  - (viii) transactions involving renting or granting of a licence to occupy a Private Student Accommodation Unit (including for example as private rented sector dwellings or other models)

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

<b>"Partial Unit Contribution"</b>	means a financial contribution towards Affordable Student Accommodation in the LPA's administrative area payable where an Early Stage Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Student Accommodation Units or cannot deliver a complete number of Additional Affordable Student Accommodation Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2)
<b>"Public Subsidy"</b>	means any funding from the LPA and the Greater London Authority together with any additional public subsidy secured by the Developer to support the delivery of the Development
<b>"Review Date"</b>	means any and all of the Revised Substantial Implementation Date and the Planned Resumption Date
<b>"Revised Substantial Implementation Date"</b>	means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date
<b>"RICS Valuation Standards"</b>	means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published
<b>"Substantial Implementation Long Stop Date"</b>	means the date 24 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
<b>"Viability Specialist"</b>	means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with Clause 9 of this Agreement

2. **ESTABLISHING SUBSTANTIAL IMPLEMENTATION**

- 2.1 The Developer shall notify the LPA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 2.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation PROVIDED ALWAYS THAT:-
- 2.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
- 2.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
- 2.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 2.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 2.1 and thereafter provide written

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

2.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 9 of this Agreement.

### 3. EARLY STAGE REVIEW

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

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

3.1.2 submit the Early Stage Review Submission to the LPA within 20 Working Days of Revised Substantial Implementation Date (or within such other timescale as may be agreed between the Developer and the LPA in writing); and

3.1.3 not Occupy the Development or any part thereof until the Early Stage Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule.

3.2 The Developer shall give the LPA not less than 10 Working Days' advance written notice of the date on which any Early Stage Review Submission is intended to be submitted, and no Early Stage Review Submission shall be submitted until 10 Working Days following the giving of such advance written notice.

3.3 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Early Stage Review Submission and undertake the Early Stage Review and the LPA shall be entitled to recover from the Developer:-

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

3.3.2 its reasonable and properly incurred external surveying and legal costs

incurred in reviewing and assessing the Early Stage Review Submission and undertaking the Early Stage Review and the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.

3.4 Upon receipt of an Early Stage Review:-

3.4.1 In the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA (as applicable) has all the information it reasonably requires;

3.4.2 The LPA shall confirm in writing to the Developer when it has received a valid and complete Early Stage Review ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Early Stage Review nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 3.4 PROVIDED THAT seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested;

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

- 3.4.4 Within 40 Working Days of the Validation Date, the LPA shall confirm in writing that either:-
- (a) it rejects (with reasons) the conclusions of the Early Stage Review ("**Non-Acceptance Notice**"); or
  - (b) it accepts the conclusions of the Early Stage Review and confirms that there is no surplus to apply towards the provision of Additional Affordable Student Accommodation; or
  - (c) it accepts the conclusions of the Early Stage Review ("**Acceptance Notice**") and the Additional Affordable Student Accommodation Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 5 below.
- 3.5 In the event that pursuant to paragraph 3.4 above, the Developer and the LPA have not agreed the Early Stage Review either Party shall be entitled to refer the matter to the Viability Specialist for determination and each shall use its Reasonable Endeavours to do so within 20 Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".
- 3.6 Unless otherwise agreed between the LPA and the Developer or required by the Viability Specialist each shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Early Stage Review.
- 3.7 In addition to the matters specified in paragraph 3.6, in making his determination the Viability Specialist shall have regard to:-
- 3.7.1 all relevant material submitted to him or her by the LPA and the Developer;
  - 3.7.2 such relevant financial, legal, planning or other matters he or she considers relevant using reasonable care and skill and his professional expertise;
  - 3.7.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Student Accommodation.
- 3.8 Unless otherwise agreed by the LPA and the Developer or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that, if the Viability Specialist determines that there is surplus profit to apply towards the provision of Additional Affordable Student Accommodation, his or her decision shall include an Additional Affordable Student Accommodation Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 5 below.
4. **DELIVERY OF ANY ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION**
- 4.1 Where it is agreed or determined pursuant to an Early Stage Review that Additional Affordable Student Accommodation is required to be provided and/or a Partial Unit Contribution is payable, the Developer shall prior to Occupation of any Private Student Accommodation Unit:-
- 4.1.1 make any amendments to the Development required to accommodate such Additional Affordable Student Accommodation and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;
  - 4.1.2 provide such Additional Affordable Student Accommodation in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Viability Specialist and make it available for Occupation; and
  - 4.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Viability Specialist.
- 4.2 The Developer shall not Occupy any Private Student Accommodation Units unless and until:-



- 4.2.1 the requirements of paragraph 4.1 have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and
- 4.2.2 any Partial Unit Contribution identified in the Additional Affordable Student Accommodation Scheme has been fully paid to the LPA in cleared funds.

5. **MEMORANDUM**

5.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Viability Specialist determining an Additional Affordable Student Accommodation Scheme), the Developer and the LPA shall record the Additional Affordable Student Accommodation Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

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

*"The Parties have agreed the details of the Additional Affordable Student Accommodation Scheme by way of a signed Memorandum between the LPA and the Developer dated [                      ]*

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

5.3.1 the number of Additional Affordable Student Accommodation Units shall be included within the definition of Affordable Student Accommodation Units;

5.3.2 the number of Private Student Accommodation Units shall be reduced by the corresponding number of Additional Affordable Student Accommodation Units; and

5.3.3 the obligations in Schedule 1 shall apply to the Additional Affordable Student Accommodation to be provided within the Development and shall be construed such that any reference to "Affordable Student Accommodation Units" shall include the corresponding number of "Additional Affordable Student Accommodation" Units to be provided within the Development.

## SCHEDULE 3

### STUDENT ACCOMMODATION

#### 1. DEFINITIONS

- "Belvedere Zone"** means Belvedere Zone to be delivered in accordance with planning permission 23/000/91/FUL as shown on Plan 2
- "End User"** means any educational establishments or institutions to be attended by Students
- "Higher Education Institution"** 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
- "Higher Education Institution Students"** means students enrolled in a full-time higher education course at a Higher Education Institution
- "Majority"** means 51.6%
- "Nominations Agreement"** means a completed and binding agreement 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
- "Nominations Units"** means the Majority of the Student Accommodation Units which are subject to a Nominations Agreement, which must comprise all of the Affordable Student Accommodation Units and 80 Private Student Accommodation Units of the Student Accommodation Units
- "Students"** means any student enrolled on a recognised educational course or placement

#### 2. NOMINATIONS AGREEMENT

- 2.1 In accordance with paragraph 2.2, prior to Occupation of the Student Accommodation Units the Developer shall submit the Nominations Agreement to the LPA and the Student Accommodation Units shall not be Occupied until the LPA has approved the Nominations Agreement and the Developer has provided evidence that it has entered into the Nominations Agreement to the LPA.
- 2.2 The Developer shall enter into the Nominations Agreement with a Higher Education Institution and use reasonable endeavours to do so in accordance with the following order of priority:
- 2.2.1 a Higher Education Institution based in the administrative area of the London Legacy Development Corporation;
  - 2.2.2 a Higher Education Institution based in the administrative area of the London Borough of Newham;

2.2.3 a Higher Education Institution based in the Growth Boroughs; and

2.2.4 any other Higher Education Institution

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

2.3.1 the expiry or termination of a Nominations Agreement; and

2.3.2 the completion of any new Nominations Agreement, such notice to include a copy of the completed Nominations Agreement.

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

3.1 The Developer covenants that during the Academic Year the Student Accommodation shall only be offered for Occupation to the following Students and in the following order of priority (from highest to lowest):-

3.1.1 to Students enrolled at Higher Education Institutions based in the administrative area of the London Borough of Newham;

3.1.2 to Students enrolled at Higher Education Institutions based in the Growth Boroughs;

3.1.3 to Higher Education Institution Students; and

3.1.4 subject to paragraph 3.2 any other Students.

3.2 In the event that the Developer has used Reasonable Endeavours to Occupy the Student Accommodation to Students detailed at paragraph 3.1.1, 3.1.2 and 3.1.3 but the Student Accommodation is not fully utilised then the Developer shall provide evidence of the same to the LPA for approval and following approval by the LPA the Student Accommodation may be offered for Occupation by Students detailed at paragraph 3.1.4.

3.3 Subject to paragraph 4 of this Schedule 3, the Nominations Units shall not be Occupied other than in accordance with the approved Nominations Agreement.

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

4.1 Subject to paragraph 5 of this Schedule 3 the Developer shall be permitted to market the Student Accommodation

4.2 outside the Academic Year:-

4.2.1 to any Student;

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

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

4.2.4 any delegates of an End User,

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

### **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 3 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 3;
- 5.1.2 to ensure that each Student Accommodation Unit is used at all times as a single planning unit;
- 5.1.3 to ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as student accommodation;
- 5.1.4 that no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling unit not forming part of the single planning unit; and
- 5.1.5 that no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions in this Schedule 3.

## 6. WHEELCHAIR STUDENT ACCOMMODATION UNITS

### 6.1 The Developer shall:-

- 6.1.1 provide not less than 10% of the Student Accommodation Units as accessible or easily adaptable Student Accommodation Units for wheelchair users across all unit sizes and tenures, comprising not less than 5% accessible Student Accommodation Units to be provided on First Occupation and not less than 5% easily adaptable Student Accommodation Units to be converted if demand requires (the "**Wheelchair Student Accommodation Units**");
- 6.1.2 not carry out any works comprised in the Development beyond Substantial Implementation until details of the location of the Wheelchair Student Accommodation Units (including 1:50 floor plans of the proposed units) have been submitted to and approved by the LPA; and
- 6.1.3 notify the LPA at least 6 months prior to Completion of each Wheelchair Student Accommodation Unit and thereafter from the date of such notification until the date of Completion of such unit market the Wheelchair Student Accommodation Unit as such.

### 6.2 For each and every subsequent letting of a Wheelchair Student Accommodation Unit, the Developer shall:-

- 6.2.1 actively market the unit as a Wheelchair Student Accommodation Unit;
- 6.2.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Student Accommodation Unit to a student who is a wheelchair user, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 6.2.3; and
- 6.2.3 in the event that, following marketing, a tenancy is not granted to a student who is a wheelchair user, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraphs 6.2.1 and 6.2.2) and shall, at the LPA's request, meet with the LPA and/or Council to discuss a strategy for the future marketing of the Wheelchair Student Accommodation Units.

7. **OCCUPATION OF STUDENT ACCOMMODATION UNITS**

7.1 No Student Accommodation Unit shall be Occupied until the Belvedere Zone has been delivered and is open for public use unless otherwise agreed in writing by the LPA.

## SCHEDULE 4

### TRANSPORT

#### 1. DEFINITIONS

- "Westfield Avenue Connectivity Contribution"** means the sum of £500,000 (five hundred thousand pounds) (Indexed) to be paid to the LPA towards the connectivity project at Westfield Avenue indicated on Plans 6 and 7 or if the total sum is not required then it may be used for the projects at Celebration Avenue described below or such other projects within East Village only to be agreed between the Developer and the LPA
- "Wider Connectivity Contribution"** means the sum of £500,000 (five hundred thousand pounds) (Indexed) to be paid to the LPA towards the connectivity projects at Celebration Avenue, Liberty Bridge Road, Penny Brookes Street and Anthems Way or if the total sum is not required then it may be used for other projects within East Village only to be agreed between the Developer and the LPA
- "Highway Agreement"** means an agreement with the relevant Highway Authority under s.278 and/or s.38 of the Highways Act 1980
- "Highway Works"** means the:-
- (a) enhanced crossings across Celebration Avenue and Liberty Bridge Road;
  - (b) the relocation of the vehicle crossover and planting and street trees;
  - (c) amendments to on-street blue badge parking and loading bays and EV Charging; and
  - (d) conversion of existing parking bays to blue badge spaces (if demand requires in accordance with Schedule 3 paragraph 6.1.1)
- as shown indicatively on Plan 3 together with:-
- (e) where agreed with the Highway Authority pursuant to paragraph 3.1 of this Schedule the delivery of a blue badge parking space on the highway
- "LLDC Construction 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 LLDC area and controlling the demolition and construction noise and vibration and dust impacts
- "LLDC Construction Management Administration Contribution"** means the sum of £20,000 (twenty thousand pounds) (Indexed) to be paid to the LPA towards the administration of the LLDC Construction Management Group

#### 2. HIGHWAY AGREEMENT

- 2.1 Prior to Commencement of Development the Developer shall agree with the LPA (in consultation with the Highway Authority) the Highway Works.

2.2 Prior to carrying out Superstructure Works, the Developer shall enter into a Highway Agreement with the Highway Authority for the provision of the Highway Works.

2.3 The Highway Works shall thereafter be delivered in accordance with the Highway Agreement.

2.4 The Highway Works shall be delivered prior to First Occupation of the Development and there shall be no Occupation of the Development unless and until the Highway Works have been delivered in accordance with the Highway Agreement.

### 3. **BLUE BADGE PARKING SPACE**

3.1 The Developer shall use Reasonable Endeavours to agree as part of the Highways Agreement required to be entered into pursuant to paragraph 2.2 of this Schedule the provision at its own cost of 1 (one) blue badge parking space on the public highway Liberty Bridge Road close to the Development the location of which is to be agreed in writing with the LPA (in consultation with the Highway Authority).

### 4. **RESTRICTION ON ON-STREET PARKING PERMITS**

4.1 The Developer shall procure that:-

4.1.1 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 Council; and

4.1.2 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.

4.2 The Developer covenants with the LPA that:-

4.2.1 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 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;

4.2.2 no Student Accommodation Unit shall be Occupied unless the covenant set out in paragraph 4.2.1 above is contained in the transfer or lease for that unit;

4.2.3 it shall not dispose of to any person or Occupy or allow any person to Occupy unless a notice has been served on such person that the covenant set out in paragraph 4.2.1 is contained in the lease and therefore 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 permit to park a vehicle in any marked highway bay or other place on the public highway; and

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

5. **LLDC CONSTRUCTION MANAGEMENT GROUP**

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

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

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

5.1.3 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.

5.2 The obligation in paragraph 5.1 shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

5.3 The Developer shall pay the LLDC Construction Management Group Administration Contribution to the LPA prior to the Commencement of Development.

5.4 The Development shall not be Commenced until the LLDC Construction Management Group Administration Contribution has been paid to the LPA.

6. **CONNECTIVITY CONTRIBUTION**

6.1 The Developer shall pay the Westfield Avenue Connectivity Contribution to the LPA prior to the Commencement of Development.

6.2 The Development shall not be Commenced until the Westfield Avenue Connectivity Contribution has been paid to the LPA.

6.3 The Developer shall pay 50% of the Wider Connectivity Contribution prior to Substantial Implementation.

6.4 The Development shall not be Substantially Implemented until 50% of the Wider Connectivity Contribution has been paid to the LPA.

6.5 The Developer shall pay the remaining 50% of the Wider Connectivity Contribution prior to Occupation of more than 50% of the Student Accommodation Units.

6.6 No more than 50% of the Student Accommodation Units shall be occupied until the Developer has paid the remaining 50% of the Wider Connectivity Contribution.



## SCHEDULE 5

### TRAVEL PLAN

#### 1. DEFINITIONS

<b>"First Agreement"</b>	<b>Modification</b>	means the deed of variation pursuant to section 106 and section 106A of the 1990 Act dated 25 March 2014 entered into between (1) the LPA; (2) the Mayor and Burgesses of the London Borough of Newham; (3) the Secretary of State for Transport; (4) the Applicant; (5) Stratford Village Development (GP) Limited (acting as general partner of Stratford Village Development Partnership; (6) Transport for London; (7) Triathlon Homes LLP; (8) Get Living London EV N09 Limited; (9) QDD EV N09 Limited; (10) Get Living London EV N13 Limited; (11) QDD EV N13 Limited
<b>"Modal Split Targets"</b>		means the modal split targets identified in the approved Travel Plan
<b>"Monitoring Period"</b>		means six months after First Occupation until five years after First Occupation
<b>"SCOPP S106 Agreement"</b>		the SV Agreement as modified by the First Modification Agreement and subject to any further amendments or variations relating to development pursuant to SCOPP
<b>"SV Agreement"</b>		means the section 106 agreement dated 30 March 2012 entered into between (1) the Olympic Delivery Authority (as local planning authority); (2) the Mayor and Burgesses of the London Borough of Newham; (3) the Secretary of State for Transport; (4) the Applicant; (5) Stratford Village Development (GP) Limited (acting as general partner of Stratford Village Development Partnership; (6) Transport for London
<b>"Stratford City Travel Plan"</b>		means an umbrella plan for the whole of the Stratford City Development pursuant to the SCOPP S106 Agreement
<b>"Stratford Travel Plan Group" or "STPG"</b>		means the Stratford Travel Plan Group established and operating pursuant to the SCOPP S106 Agreement in respect of the Stratford City Travel Plan
<b>"Sustainable Measures"</b>	<b>Transport</b>	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) <b>PROVIDED THAT</b> such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
<b>"Travel Plan"</b>		means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
<b>"Travel Plan Monitoring"</b>		means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:-  (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 £10,000 (ten thousand pounds) (Indexed) which shall be used by the LPA towards the monitoring of the Travel Plan

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

**"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 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 initially the period of 6 months commencing on First Occupation of a Student Accommodation Unit and thereafter every 6 months on a rolling basis for duration of the Monitoring Period

## 2. TRAVEL PLAN

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

- 2.1.1 submit and obtain the LPA's approval to a Travel Plan;
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

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

- 2.2.1 submitted and obtained the LPA's approval to a Travel Plan; and

- 2.2.2 appointed a Travel Plan Monitoring Officer and notified the LPA of the name and contact details of such officer.
- 2.3 The Travel Plan shall contain measures, commitments, targets and plans.
- 2.4 The Travel Plan to be submitted pursuant to paragraph 2.1 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;
- 2.4.4 contain measures aimed at:-
- (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development;
- 2.4.5 include a parking review plan which sets out a strategy for periodic review of the parking spaces; and
- 2.4.6 include a car parking management plan which sets out:-
- (a) principles for allocating car parking spaces for residents or staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network; and
- 2.4.7 include a plan for monitoring use of the electric vehicle charging points.
- 2.5 The Developer shall implement the approved Travel Plan during the lifetime of the Development shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.
- 2.6 No Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.
3. **TRAVEL PLAN MONITORING**
- 3.1 Prior to the Occupation of the Development the Developer shall pay to the LPA the Travel Plan Monitoring Contribution.
- 3.2 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.

- 3.3 During the Monitoring Period the Developer shall prepare and submit to the LPA (and share with the STPG) 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 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 reasonably 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 or the Monitoring Period has expired whichever date shall occur first.

#### 5. **STRATFORD TRAVEL PLAN GROUP**

- 5.1 The Owner will become a member of the Stratford Travel Plan Group as soon as reasonably practicable following the date of this Agreement and will remain a member until first Occupation of the Development or until the Stratford Travel Plan Group ceases to meet or is dissolved, whichever is the sooner.
- 5.2 Following confirmation of its membership of the Stratford Travel Plan Group, the Owner will procure that a representative of the Owner attends each meeting of the Stratford Travel Plan Group, subject to receiving at least one week's notice of each such meeting and subject to there not being more than four such meetings in any year.

## SCHEDULE 6

### EMPLOYMENT AND TRAINING

#### 1. DEFINITIONS

<b>"Inclusive Contribution"</b>	<b>Economy</b>	means £100,000 (one hundred thousand pounds) (Indexed) to be paid to the LPA towards inclusive economy, education, employment and skills programmes the vicinity of the Development including Build East, Good Growth Hub and East Education which facilitate local apprenticeships, work placement schemes and measures towards encouraging local employment
<b>"Legacy Scheme Careers Programme Group"</b>	<b>Communities</b>	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London
<b>"Local Labour and Business Schemes"</b>		means the following schemes:-  (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and  (b) in the Council's Area – the scheme known as Skillsmatch
<b>"London Living Wage"</b>		means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA

#### 2. LOCAL LABOUR AND LOCAL BUSINESS

- 2.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to ensure that:-
- 2.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
  - 2.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
  - 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the Development;
  - 2.1.4 the recruitment of persons living in the Growth Boroughs accounts for at least 25% of the end-use jobs at the Development;
  - 2.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
  - 2.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
  - 2.1.7 work-based learning opportunities are provided at the Development, including not less than 4 apprenticeship opportunities during construction

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

3. **INCLUSIVE ECONOMY CONTRIBUTION**

3.1 The Developer shall pay the Inclusive Economy Contribution to the LPA prior to the Commencement of Development.

3.2 The Development shall not Commence unless and until the Inclusive Economy Contribution has been paid to the LPA.

## SCHEDULE 7

### SUSTAINABILITY

#### 1. DEFINITIONS

- "Carbon Emissions Report"** means a report in respect of the Development setting out:-
- (a) an assessment of the estimated regulated CO2 emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020);
  - (b) whether an On Site reduction of regulated CO2 emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised;
  - (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved;
  - (d) 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 Offset Payment"** means £251,876 (two hundred and fifty one thousand and eight hundred and seventy six pounds) (Indexed) or such other amount as agreed by the LPA following submission of the Carbon Emissions Report, having been calculated in accordance with the LPA's adopted Carbon Offset SPD (August 2016) as follows:
- (a) Carbon gap (Tonnes of CO2) x Price of Carbon (£95) x 30 (years) = offset payment (Indexed)
  - (b) to be applied by the LPA in accordance with Part 5 of that SPD
- "Energy Monitoring"** **Performance** 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;
  - (d) building energy storage equipment data

**"Energy Performance Monitoring Period"** means a period of not less than 1 year commencing on the date of First Occupation and ending no later than 5 years following First Occupation

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

## 2. **CARBON OFFSET PAYMENT**

2.1 Prior to Commencement of the Superstructure Works, the Developer shall submit and obtain the LPA's approval to the Carbon Emissions Report.

2.2 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.

2.3 If the approved Carbon Emissions Report identifies that a Carbon Offset Payment is payable:-

2.3.1 the Developer shall pay the Carbon Offset Payment to the LPA prior to commencement of the Superstructure Works; and

2.3.2 no works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Offset Payment has been paid to the LPA.

## 3. **ENERGY PERFORMANCE MONITORING**

3.1 In order to monitor the Development's energy performance, the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.

3.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than 2 weeks after each anniversary of First Occupation during the Energy Performance Monitoring Period.

## 4. **REDUCTION OF ENERGY DEMAND**

4.1 The Developer shall use Reasonable Endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:-

4.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

4.1.2 the promotion of the use of energy efficient appliances; and

4.1.3 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).

## 5. **BREEAM**

5.1 Without prejudice to the requirement in Condition 47 to achieve a BREEAM "Excellent" rating for the Development, the Developer shall:-

5.1.1 use Reasonable Endeavours to achieve a BREEAM "Outstanding" rating for the Development;

5.1.2 provide a written report to the LPA within six months of First Occupation outlining the steps the Developer has taken and intends to take to satisfy the obligation in paragraph 5.1.1 above; and



5.1.3 within six months of Occupation notify the LPA in writing whether an "outstanding" rating has been achieved (such notice to be accompanied by an independently verified BREEAM report detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance).

**SCHEDULE 8**

**ESTATE MANAGEMENT**

**1. DEFINITIONS**

**"Common Areas"** means:-

- (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 local highways authority pursuant to its powers under the 1980 Act and
- (b) all areas within the Development which are used in common by occupiers and users the Development

which are shown on Plan 4

**"Estate Management Strategy"** means the estate management strategy for the Site submitted and approved pursuant to paragraphs 2.1 and 2.2 below

**"Publicly Accessible Open Space" or "PAOS"** has the meaning ascribed to it in Schedule 9

**"SUDS Infrastructure"** means any sustainable urban drainage system comprised within the Development

**2. ESTATE MANAGEMENT STRATEGY**

2.1 The Development shall not be Occupied until an Estate Management Strategy has been submitted to the LPA for approval. The Estate Management Strategy shall set out detailed proposals for the following:-

2.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:-

- (a) the Common Areas;
- (b) the PAOS; and
- (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority),

including in respect of (a) and (b) above all associated street furniture, lighting, security equipment and drainage;

2.1.2 management and co-ordination of waste collection and recycling for the Site;

2.1.3 management and co-ordination of the impact of Student move in/move out dates; and

2.1.4 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.

2.2 No part of the Development shall be Occupied before the Estate Management Strategy has been approved by the LPA.

2.3 The approved Estate Management Strategy shall be implemented from First Occupation and thereafter for the lifetime of the Development.

**SCHEDULE 9**

**PUBLIC OPEN SPACE**

1. **DEFINITIONS**

**"Delivery Plan"**

means a detailed plan for the delivery and layout of the PAOS which shall contain at least the following information:

- (a) The specification of the PAOS;
- (b) Proposals for design initiatives that would enhance provisions for pedestrians and cyclists within and around the Development;
- (c) The timing of the construction of the Student Accommodation Units and the delivery of the PAOS

**"Permitted Closures"**

means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
- (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 PAOS 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 PAOS
- (c) where such temporary closure is required for the purposes of carrying of 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)
- (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
- (e) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

PROVIDED THAT save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than 3 days prior to the date such Permitted Closure is to commence

**"Publicly Accessible Open Space" or "PAOS"**

means areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission as shown on Plan 5 which shall be maintained and shall be freely accessible to the general public at all times

2. **DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE**

- 2.1 Prior to Substantial Implementation of Development the Developer shall submit and obtain the LPA's approval to the Delivery Plan.

2.2 The Development shall be carried out and Occupied in accordance with the approved Delivery Plan.

3. **PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE**

3.1 From the date of Completion of the Publicly Accessible Open Space (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 Publicly Accessible Open Space at all times free of charge **SUBJECT TO:-**

3.1.1 Permitted Closures; and

3.1.2 any lawful requirements of the police or any other competent authority.

3.2 Subject to paragraph 3.1 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 Completed Publicly Accessible Open Space except in accordance with the Delivery Plan.

4. **MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE**

The Developer shall manage and maintain the Publicly Accessible Open Space for the life of the Development in accordance with the Estate Management Strategy approved pursuant to paragraph 2.1 of Schedule 8.

## SCHEDULE 10

### DESIGN MONITORING

#### 1. DEFINITIONS

**"Approved Drawings"**

means the drawings relating to the Original Design Principles approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions (as amended, varied or replaced from time to time pursuant to a S73 Permission or a S96A Amendment)

**"Architect"**

means Howells Architects or such other architect as might be agreed between the Developer and the LPA from time to time in accordance with paragraph 3.2.3 of this Schedule

**"Design Application"**

means one of the following:-

- (a) an application to the LPA for the approval of details pursuant to one or more Design Conditions
- (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings
- (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings

**"Design Application Report"**

means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:-

- (a) report on the compliance of the Design Application with the Approved Drawings
- (b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process and
- (c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons

**"Design Conditions"**

means Conditions: 19 (Detailed design); 20 (material samples); 21 (mock ups); 24 (landscape design) of the Planning Permission and "Design Condition" means any one of them

**"Design Letter"**      **Monitoring**      **Completion** means a letter (incorporating an executive summary) from the Monitoring Team to include the following:-

- (a) report on the compliance of the completed Development with the Approved Drawings and
- (b) conclusion stating clearly whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings, giving reasons

**"Design Monitoring Contribution"** means the sum of:-

- (a) £60,000 (sixty thousand pounds) (Indexed) where the Trigger Event involves the Architect and
- (b) £20,000 (twenty thousand pounds) (Indexed) where the Trigger Event involves the Landscape Architect

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 as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

**"Design Monitoring Plan"** means the written document identifying the following:-

- (a) the Original Design Principles
- (b) the Design Conditions (including target dates for submission and discharge)
- (c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team
- (d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages)
- (e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA
- (f) key dates and milestones for information release and package review

- (g) technical requirements in respect of the information to be submitted to the Monitoring Team for review
- (h) the construction phasing plan
- (i) elements requiring development and resolution
- (j) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors) and
- (k) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

**"Design Monitoring Report"**

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

- (a) report on workshops held with overview of conclusions
- (b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials; samples; details; design information; sub-contractor/ supplier information
- (c) comments and recommendations on Design Applications
- (d) any deviations from the Approved Drawings
- (e) progress of construction of the Development and conformity with Approved Drawings
- (f) status of previous comments and recommendations
- (g) actions and decisions required in the next period
- (h) conclusions and
- (i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan

**"Design Team"**

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

**"Design Team Statement"**

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

- (a) the members of the design team (being those professionals for whom control of design of the

Development or a material part thereof is a significant part of their appointment and not including those whose design recommendations for minor aspects are subject to approval by an existing member of the Design Team) retained by the Developer in connection with the Development and their contact details and

- (b) the scope of appointment of each member of the design team and
- (c) if applicable identifying any members of the Planning Team no longer retained and the member(s) of the design team taking over their role

**"Development"**

means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission

**"Initial Design Monitoring Workshop"**

means the workshop to be held pursuant to paragraph 5.2

**"Landscape Architect"**

means Grants Associates or such other landscape architect as might be agreed between the Developer and the LPA from time to time in accordance with paragraph 3.2.3 of this Schedule

**"Monitoring Team"**

means a team to be appointed pursuant to paragraph 5.5 comprising:-

- (a) the Architect and Landscape Architect or
- (b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles

**"Original Design Principles"**

means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule

**"Planning Team"**

means the Architect and the Landscape Architect

**"RIBA Stage 3 Technical Design"**

means RIBA Stage 3 technical design work

**"RIBA Stage 4 Technical Design"**

means RIBA Stage 4 technical design work

**"S73 Permission"**

means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act



**"S96A Amendment"**

means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

**"Terminated"**

means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and **"Termination"** shall be construed accordingly

**"Trigger Event"**

means the occurrence of one of the following events:

- (a) a Design Team Statement submitted pursuant to paragraph 2.1 confirms one or more members of the Planning Team are no longer retained;
- (b) a Design Team Statement submitted pursuant to paragraph 2.2.1 confirms RIBA Stage 3 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained
- (c) a Design Team Statement submitted pursuant to paragraph 2.2.2 confirms RIBA Stage 4 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained
- (d) a Design Team Statement submitted pursuant to paragraph 2.2.3 confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 Technical Design in respect of the entire Development
- (e) a Design Team Statement submitted pursuant to paragraph 2.2.4 confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings

**2. DESIGN TEAM STATEMENT**

- 2.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- 2.2 Without prejudice to paragraph 2.1 the Developer shall submit a Design Team Statement to the LPA:-
  - 2.2.1 immediately following the commencement of the preparation of the RIBA Stage 3 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained for the RIBA Stage 3 Technical Design;
  - 2.2.2 immediately following the commencement of the preparation of the RIBA Stage 4 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained for the RIBA Stage 4 Technical Design;

- 2.2.3 save where RIBA Stage 4 Technical Design has been completed in respect of the entire Development, within 10 (ten) Working Days of Termination of the appointment of one or more members of the Planning Team; and
- 2.2.4 as soon as reasonably practicable following the change of the Architect, Landscape Architect or any member of the Design Team confirmed in the previous Design Team Statement.

### 3. **DESIGN MONITORING CONTRIBUTION**

- 3.1 Subject to paragraph 3.3, the Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 (ten) Working Days of a Trigger Event.
- 3.2 Subject to paragraph 3.3, it is hereby acknowledged and agreed that:-
  - 3.2.1 there may be more than one Trigger Event;
  - 3.2.2 the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event; and
  - 3.2.3 an event shall not be deemed to be a Trigger Event where a suitable alternative has been proposed by the Developer and agreed in writing by the LPA.
- 3.3 It is hereby agreed and acknowledged by the Parties that:-
  - 3.3.1 the sum of all Design Monitoring Contributions payable pursuant to paragraph 3.1 shall not exceed £80,000 (eighty thousand pounds); and
  - 3.3.2 where the sum of the Design Monitoring Contributions paid pursuant to paragraph 3.1 would exceed £80,000 (eighty thousand pounds) there shall be no requirement to pay any further Design Monitoring Contribution to the extent that it exceeds £80,000 (eighty thousand pounds).

### 4. **RESTRICTION ON DEVELOPMENT**

- 4.1 No Development shall be Commenced until either:-
    - 4.1.1 the Developer has provided evidence to the LPA's reasonable satisfaction that the Planning Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or
    - 4.1.2 the LPA has approved in writing any alternative members of the Planning Team; or
- subject to paragraph 3.3 above, the Developer has paid any relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 3 above.

### 5. **DESIGN MONITORING PROCESS**

- 5.1 The Parties hereby agree that:-
  - 5.1.1 this paragraph 5 shall apply (and shall only apply) following a Trigger Event;
  - 5.1.2 the obligations on the LPA in this paragraph 5 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event.
- 5.2 Not more than 20 (twenty) Working Days following the Trigger Event the Developer and the LPA shall hold an Initial Design Monitoring Workshop to:-
  - 5.2.1 discuss and agree how the Original Design Principles will be safeguarded;

**SCHEDULE 10**

**DESIGN MONITORING**

1. **DEFINITIONS**

**"Approved Drawings"**

means the drawings relating to the Original Design Principles approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions (as amended, varied or replaced from time to time pursuant to a S73 Permission or a S96A Amendment)

**"Architect"**

means Howells Architects or such other architect as might be agreed between the Developer and the LPA from time to time in accordance with paragraph 3.2.3 of this Schedule

**"Design Application"**

means one of the following:-

- (a) an application to the LPA for the approval of details pursuant to one or more Design Conditions
- (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings
- (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings

**"Design Application Report"**

means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:-

- (a) report on the compliance of the Design Application with the Approved Drawings
- (b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process and
- (c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons

**"Design Conditions"**

means Conditions: 19 (Detailed design); 20 (material samples); 21 (mock ups); 24 (landscape design) of the Planning Permission and "Design Condition" means any one of them

**"Design Letter"**      **Monitoring**      **Completion** means a letter (incorporating an executive summary) from the Monitoring Team to include the following:-

- (a) report on the compliance of the completed Development with the Approved Drawings and
- (b) conclusion stating clearly whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings, giving reasons

**"Design Monitoring Contribution"** means the sum of:-

- (a) £60,000 (sixty thousand pounds) (Indexed) where the Trigger Event involves the Architect and
- (b) £20,000 (twenty thousand pounds) (Indexed) where the Trigger Event involves the Landscape Architect

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 as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

**"Design Monitoring Plan"** means the written document identifying the following:-

- (a) the Original Design Principles
- (b) the Design Conditions (including target dates for submission and discharge)
- (c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team
- (d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages)
- (e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA
- (f) key dates and milestones for information release and package review

- (g) technical requirements in respect of the information to be submitted to the Monitoring Team for review
- (h) the construction phasing plan
- (i) elements requiring development and resolution
- (j) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors) and
- (k) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

**"Design Monitoring Report"**

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

- (a) report on workshops held with overview of conclusions
- (b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials; samples; details; design information; sub-contractor/ supplier information
- (c) comments and recommendations on Design Applications
- (d) any deviations from the Approved Drawings
- (e) progress of construction of the Development and conformity with Approved Drawings
- (f) status of previous comments and recommendations
- (g) actions and decisions required in the next period
- (h) conclusions and
- (i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan

**"Design Team"**

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

**"Design Team Statement"**

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

- (a) the members of the design team (being those professionals for whom control of design of the

Development or a material part thereof is a significant part of their appointment and not including those whose design recommendations for minor aspects are subject to approval by an existing member of the Design Team) retained by the Developer in connection with the Development and their contact details and

(b) the scope of appointment of each member of the design team and

(c) if applicable identifying any members of the Planning Team no longer retained and the member(s) of the design team taking over their role

**"Development"**

means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission

**"Initial Design Monitoring Workshop"** means the workshop to be held pursuant to paragraph 5.2

**"Landscape Architect"**

means Grants Associates or such other landscape architect as might be agreed between the Developer and the LPA from time to time in accordance with paragraph 3.2.3 of this Schedule

**"Monitoring Team"**

means a team to be appointed pursuant to paragraph 5.5 comprising:-

(a) the Architect and Landscape Architect or

(b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles

**"Original Design Principles"**

means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule

**"Planning Team"**

means the Architect and the Landscape Architect

**"RIBA Stage 3 Technical Design"**

means RIBA Stage 3 technical design work

**"RIBA Stage 4 Technical Design"**

means RIBA Stage 4 technical design work

**"S73 Permission"**

means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act

**"S96A Amendment"**

means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

**"Terminated"**

means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and "**Termination**" shall be construed accordingly

**"Trigger Event"**

means the occurrence of one of the following events:

- (a) a Design Team Statement submitted pursuant to paragraph 2.1 confirms one or more members of the Planning Team are no longer retained;
- (b) a Design Team Statement submitted pursuant to paragraph 2.2.1 confirms RIBA Stage 3 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained
- (c) a Design Team Statement submitted pursuant to paragraph 2.2.2 confirms RIBA Stage 4 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained
- (d) a Design Team Statement submitted pursuant to paragraph 2.2.3 confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 Technical Design in respect of the entire Development
- (e) a Design Team Statement submitted pursuant to paragraph 2.2.4 confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings

**2. DESIGN TEAM STATEMENT**

- 2.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- 2.2 Without prejudice to paragraph 2.1 the Developer shall submit a Design Team Statement to the LPA:-
  - 2.2.1 immediately following the commencement of the preparation of the RIBA Stage 3 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained for the RIBA Stage 3 Technical Design;
  - 2.2.2 immediately following the commencement of the preparation of the RIBA Stage 4 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained for the RIBA Stage 4 Technical Design;

2.2.3 save where RIBA Stage 4 Technical Design has been completed in respect of the entire Development, within 10 (ten) Working Days of Termination of the appointment of one or more members of the Planning Team; and

2.2.4 as soon as reasonably practicable following the change of the Architect, Landscape Architect or any member of the Design Team confirmed in the previous Design Team Statement.

### 3. DESIGN MONITORING CONTRIBUTION

3.1 Subject to paragraph 3.3, the Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 (ten) Working Days of a Trigger Event.

3.2 Subject to paragraph 3.3, it is hereby acknowledged and agreed that:-

3.2.1 there may be more than one Trigger Event;

3.2.2 the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event; and

3.2.3 an event shall not be deemed to be a Trigger Event where a suitable alternative has been proposed by the Developer and agreed in writing by the LPA.

3.3 It is hereby agreed and acknowledged by the Parties that:-

3.3.1 the sum of all Design Monitoring Contributions payable pursuant to paragraph 3.1 shall not exceed £80,000 (eighty thousand pounds); and

3.3.2 where the sum of the Design Monitoring Contributions paid pursuant to paragraph 3.1 would exceed £80,000 (eighty thousand pounds) there shall be no requirement to pay any further Design Monitoring Contribution to the extent that it exceeds £80,000 (eighty thousand pounds).

### 4. RESTRICTION ON DEVELOPMENT

4.1 No Development shall be Commenced until either:-

4.1.1 the Developer has provided evidence to the LPA's reasonable satisfaction that the Planning Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or

4.1.2 the LPA has approved in writing any alternative members of the Planning Team; or

subject to paragraph 3.3 above, the Developer has paid any relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 3 above.

### 5. DESIGN MONITORING PROCESS

5.1 The Parties hereby agree that:-

5.1.1 this paragraph 5 shall apply (and shall only apply) following a Trigger Event;

5.1.2 the obligations on the LPA in this paragraph 5 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event.

5.2 Not more than 20 (twenty) Working Days following the Trigger Event the Developer and the LPA shall hold an Initial Design Monitoring Workshop to:-

5.2.1 discuss and agree how the Original Design Principles will be safeguarded;



- 5.2.2 discuss the appointment of the Monitoring Team;
  - 5.2.3 discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and
  - 5.2.4 review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4.
- 5.3 The following parties shall be invited to attend the Initial Design Monitoring Workshop:-
- 5.3.1 the Design Team;
  - 5.3.2 the Planning Team;
  - 5.3.3 (if already appointed and different to the Planning Team) the Monitoring Team.
- 5.4 The Developer shall prepare and submit a draft Design Monitoring Plan to the LPA not less than 10 (ten) Working Days in advance of the Initial Design Monitoring Workshop.
- 5.5 Not later than 10 (ten) Working Days following the Initial Design Monitoring Workshop the LPA shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:-
- 5.5.1 to monitor the design of the Development;
  - 5.5.2 to oversee compliance with the Original Design Principles;
  - 5.5.3 to oversee compliance with the quality of the Approved Drawings;
  - 5.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;
  - 5.5.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;
  - 5.5.6 to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 (twenty) Working Days following the Initial Design Monitoring Workshop;
  - 5.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);
  - 5.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
  - 5.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;
  - 5.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
  - 5.5.11 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
  - 5.5.12 to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and

5.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions,

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

5.6 The Developer shall:-

5.6.1 comply with the requirements of the Developer identified in the final Design Monitoring Plan; and

procure the compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan including but not limited to attendance at workshops with the Monitoring Team, submission of information to the Monitoring Team for review and facilitating site visits and inspections.

## PART 1

### ORIGINAL DESIGN PRINCIPLES

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

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

PART 2

MONITORING TEAM - ACTIONS AND DELIVERABLES

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

	<ul style="list-style-type: none"> <li>• Scope of Design Monitoring Reports</li> <li>• Plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates &amp; milestones</li> <li>• Identify relevant planning conditions, and target dates for discharge</li> <li>• Frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages)</li> <li>• Information release schedule and construction phase plan</li> </ul>		
<p><b>RIBA Stage 3 – 5</b></p> <p>During Technical Design &amp; Construction</p>	<p><b>Design Monitoring Reports:</b></p> <p>Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4.</p> <p>Monitoring Architect to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows;</p> <ul style="list-style-type: none"> <li>• Executive summary</li> <li>• Report on progress against the Design Monitoring Plan</li> <li>• Report on workshops held, with overview of conclusions</li> <li>• Report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub-contractor/ supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period</li> <li>• Provide commentary and recommendations regarding submission of Design Applications by Design Team</li> <li>• Report on any deviations from the Approved Drawings</li> <li>• Report on progress on site, and conformity with design / approved</li> </ul>	<p>Submit Design Monitoring Reports to LPA as supporting information to discharge of each relevant design condition</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>

	<p>planning documents (during stage 5)</p> <ul style="list-style-type: none"> <li>• Commentary on S73 or 96A applications in the period if applicable</li> <li>• Status of previous comments and recommendations</li> <li>• Actions and decisions required in the next period</li> <li>• Conclusions</li> </ul>		
<p><b>RIBA Stage 3 – 5</b></p> <p>During Technical Design &amp; Construction</p>	<p><b>Design Application Report</b></p> <p>For each design related condition discharge &amp; a supporting report should be provided including:</p> <ul style="list-style-type: none"> <li>• Executive summary</li> <li>• Report on compliance with the Approved Drawings</li> <li>• For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process</li> <li>• Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition</li> </ul>	<p>Submit Design Application Report(s) to the LPA</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>
<p><b>RIBA Stage 5</b></p> <p>During construction</p>	<p><b>Design Monitoring Sample Reviews &amp; Site Visits:</b></p> <p><b>Sample reviews:</b> Carry out reviews of samples, mock-ups &amp; benchmarks areas of external envelope and landscaped areas (identified in planning condition &amp; Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the Works. Reviews to be combined with site visits where possible.</p> <p><b>Site Visits:</b> Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up and benchmark areas. Site inspections prior</p>	<p>Monitoring Team to attend site visits with the LPA as requested</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>

	to relevant condition sign off by the LPA of building elements such as façade brickwork or landscaping.		
<b>RIBA Stage 6</b> Handover	<p><b>Design Monitoring Completion Letter:</b></p> <p>For each design related condition, a supporting letter at completion should be provided including:</p> <ul style="list-style-type: none"> <li>• Executive summary</li> <li>• Report on compliance with the Approved Drawings</li> <li>• Commentary on compliance with the information submitted for discharge of conditions</li> <li>• Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings</li> </ul>	Submit Design Monitoring Completion Letter to the LPA	Submission: DDMMYY  Approval: DDMMYY



## SCHEDULE 11

### NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

#### 1. DEFINITIONS

**"National Considerate Constructors Scheme"** means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavements congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to the respect of people

#### 2. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

2.1 The Developer covenants to:-

- 2.1.1 Comply (or procure compliance) with the National Considerate Constructors Scheme during demolition and construction of the Development;
- 2.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 2.1.3 provide quarterly written reports to the LPA outlining its compliance with this Schedule 11 for duration of the demolition and construction phase of the Development.

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

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

)  
)  
)

*Authorised Signatory*

Authorised Signatory



Executed as a deed by STRATFORD VILLAGE PROPERTY HOLDINGS 1) LIMITED acting by a director in the presence of )

*[Signature]* ..... Director

Witness signature: *[Signature]*

Name: Ana Fernandes  
Address: 1 Valentine Place  
London  
SE1 8QH

Executed as a deed by STRATFORD VILLAGE PROPERTY HOLDINGS 2) LIMITED acting by a director in the presence of )

*[Signature]* ..... Director

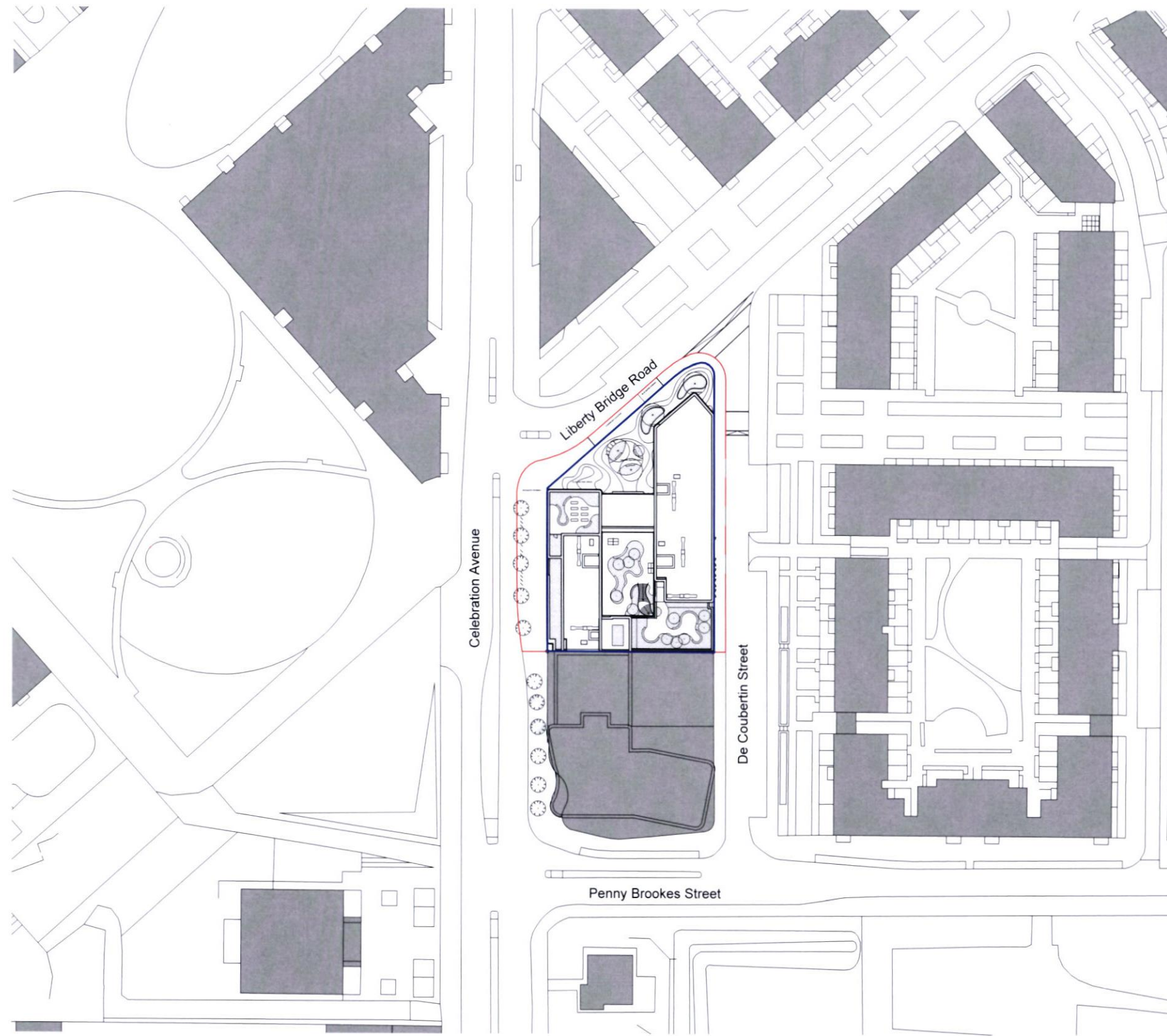
Witness signature: *[Signature]*

Name: Ana Fernandes  
Address: 1 Valentine Place  
London  
SE1 8QH

## APPENDIX 1

### PLANS

"Plan 1"	Site
"Plan 2"	Belvedere Zone
"Plan 3"	Highway Works
"Plan 4"	Common Areas
"Plan 5"	Publicly Accessible Open Space
"Plan 6"	Westfield Avenue Connectivity Projects (RIBA Stage 3)
"Plan 7"	Westfield Avenue Connectivity Projects (Phase Plan)
"Plan 8"	The LLDC's Administrative Area



NOTES

DO NOT SCALE. FIGURED DIMENSIONS ONLY TO BE TAKEN FROM THIS DRAWING. CHECK DIMENSIONS ON SITE AND REPORT DISCREPANCIES TO THE ARCHITECT.

THIS DRAWING IS PROTECTED BY COPYRIGHT.

ALL AREAS HAVE BEEN MEASURED FROM CURRENT DRAWINGS. THEY MAY VARY BECAUSE OF (EG) SURVEY, DESIGN DEVELOPMENT, CONSTRUCTION TOLERANCES, STATUTORY REQUIREMENTS OR RE-DEFINITION OF THE AREAS TO BE MEASURED.

KEY PLAN

Key:

- Planning Application Red Line Boundary
- Site Ownership Boundary

AH

[Signature]

No.	Date	Comments	Drawn	Chkd
11	16/02/2023	ISSUED FOR PLANNING	MH	NR

Information

**tp bennett**  
 architecture  
 interiors  
 planning

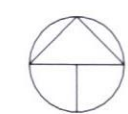
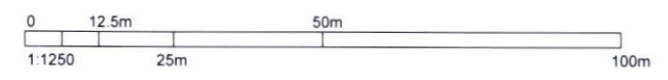
Project  
**N16**  
 East Village  
 London

Drawing Title  
**Location Plan  
 Proposed**

Drawn	Date	Scale @ A3	Alt. Ref.
	16/02/2023	1:1250	

tp bennett Project No.	Series	Zone	Drawing No.	Rev.
A12009	D	0	002	11



Refer to EAV627-GRA-00-DR-L-1103

Refer to EAV627-GRA-00-DR-L-1103



- GENERAL NOTES
- All dimensions and levels to be checked and verified on site before commencing any work or producing shop drawings.
  - This drawing is to be read in conjunction with all other relevant drawings, specifications and schedules.
  - Any discrepancies concerning the drawings should be referred to the originator / CA immediately.
  - All dimensions in millimetres unless noted otherwise.
  - All levels in metres.
  - Existing service alignments to be checked on site by the contractor on site by the contractor prior to construction work commencing.
  - The content of this drawing is to be read in conjunction with the latest project CDM risk register.

- LEGEND
- Application Boundary
  - CS 72No. Sheffield stands for residential visitors and Sheffield stands for commercial visitors. 144 cycle parking spaces
  - Planted area
  - Rain Garden
  - Existing Lawn retained
  - Existing Trees Retained
  - Proposed Trees  
Refer to drawing 5101 to 5104 for details
  - Canopy  
Refer to drawing 3510 for details
  - Trellis  
Refer to drawing 3511 for details
  - Bench  
Refer to drawing 3512 for details
  - Pebble Bench  
Refer to drawing 3512 for details

- Play Equipment
- Play Furniture 01 - Bird Nest Swing
  - Play Furniture 02 - Springers
  - Play Furniture 03 - Spinners
  - Play Furniture 04 - Jungle Dome
  - Play Furniture 05 - See Saw
  - Play Furniture 06 - Supernova
  - Play Furniture 07 - Turbo Challenge
  - Play Furniture 08 - Balance Board
  - Play Furniture 09 - Balance Board
  - Play Furniture 10 - Hexagon Pull Up
  - Play Furniture 11 - Sit-up Bench
  - Play Furniture 12 - Cross Trainer
  - Play Furniture 13 - Step Up
  - Play Furniture 14 - Step Up
  - Play Furniture 15 - BLOQX
  - Play Furniture 16 - Hammock

*AH*

NOTE  
This drawing should be read alongside the suite of planning application documents including the Design and Access Statement (DAS) and other application drawings.  
Final selection of materials, plant species and street furniture subject to detailed landscaping and procurement conditions.  
Further detailed information is expected to be submitted for future approval pursuant to a planning condition relating to the position structure and canopy. Please refer to drawings EAV627-GRA-00-DR-L-0100011 and accompanying DAS for further exploration and detail.

FOR PLANNING

Rev	Date	Description	Drawn	Chkd
00	02/2023	FOR PLANNING	JG	ID

**grant associates**  
Landscape Architecture, Urban Design, Creative Ecology  
22 Milk Street, Bath BA1 1UT  
T: +44 (0) 1225 332664 F: +44 (0) 1225 420803  
E: info@grant-associates.uk.com

CLIENT  
Stratford Village Property Holdings 1 (SVPH1) and Stratford Village Property Holdings 2 (SVPH2)

PROJECT  
EAST VILLAGE

TITLE  
PROPOSED GENERAL ARRANGEMENT PLAN ENLARGEMENT 2 OF 3

Scale	Date	Drawn	Checked	Approved
1:200@ A1	19/08/2022	JG	ID	AG

Status  
FOR PLANNING

Drawing Number  
EAV627-GRA-00-DR-L-1104

Rev  
00

- GENERAL NOTES
- All dimensions and levels to be checked and verified on site before commencing any work or producing shop drawings
  - This drawing is to be read in conjunction with all other relevant drawings, specifications and schedules
  - Any discrepancy concerning the drawings should be referred to the originator / CA immediately
  - All dimensions in millimetres unless noted otherwise
  - All levels in metres
  - Existing service alignments to be checked on site by the contractor on site by the contractor prior to construction work commencing
  - The content of this drawing is to be read in conjunction with the latest project CDM risk register

LEGEND

- Application Boundary
- Hard Surfaces
  - Paving Type 1 - Existing Site Paving
  - Paving Type 2 - Natural Stone Setts
  - Paving Type 3 - Granite Paving
  - Paving Type 4 - Granite Paving
  - Paving Type 5 - Ceramic Tile Paving color-Yellow
  - Paving Type 5 - Ceramic Tile Paving color-Orange
  - Paving Type 5 - Ceramic Tile Paving color-Dark red
  - Paving Type 5 - Ceramic Tile Paving color-Light pink
- CS Sheffield stands
- P Metal Planter
- Timber seating integrated with steel planter (finish TSC)
- Crossing - This is subject to a future S278 agreement

AH



FOR PLANNING

Rev	Date	Description	Drawn	Chkd
00	07/02/2023	For Planning	JG	ID

**grant associates**  
 Landscape Architecture, Urban Design, Creative Ecology  
 22 Milk Street, Bath BA1 1UT  
 T: +44 (0) 1225 332964, F: +44 (0) 1225 420803  
 E: info@grant-associates.uk.com

CLIENT: SVPH1 and SVPH2

PROJECT: East Village, Plot N16

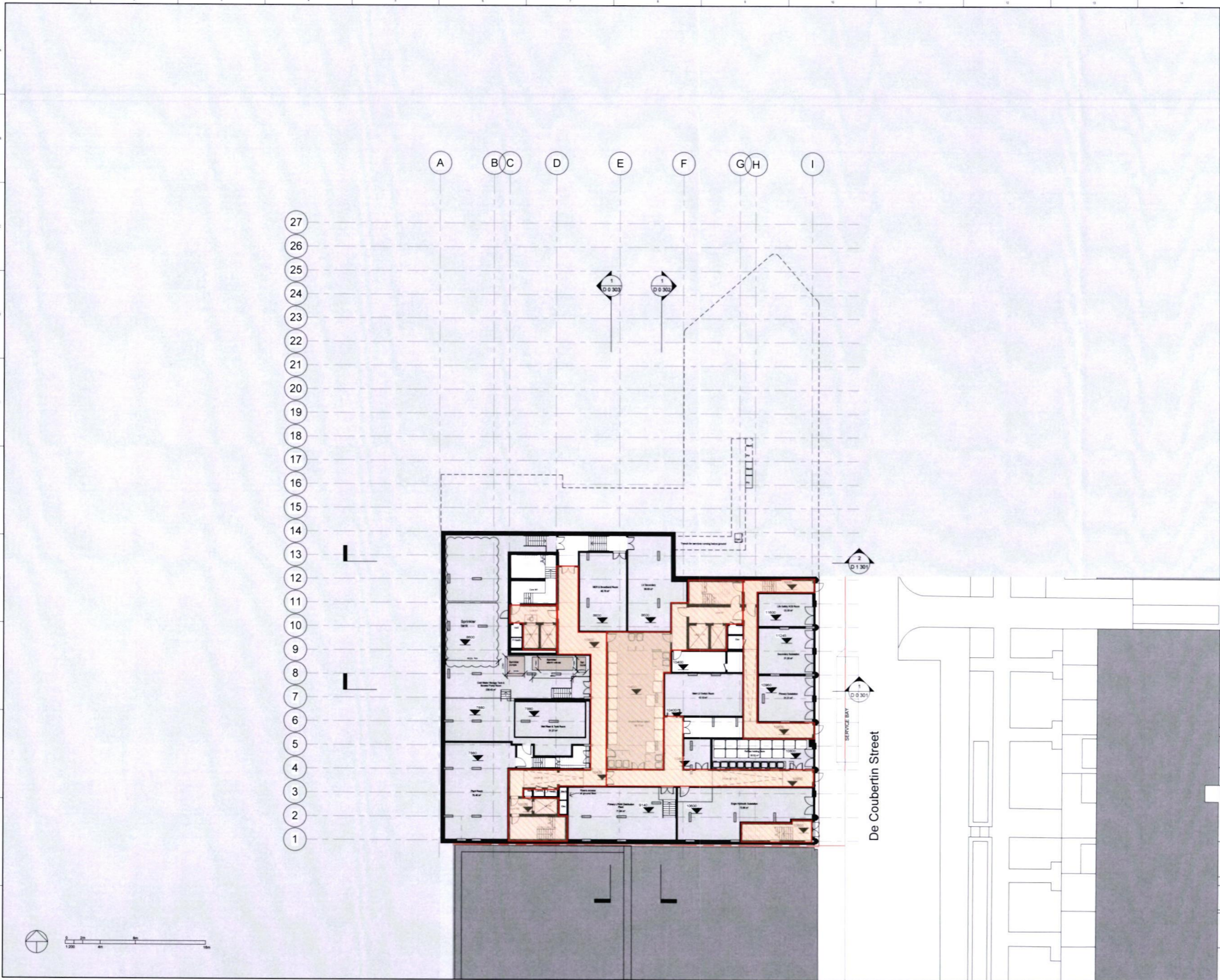
TITLE: Proposed Hardwork Plan Ground Level

Scale	Date	Drawn	Checked	Approved
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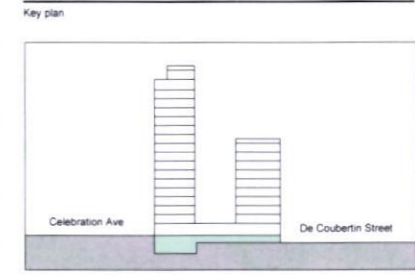
Status: **PLANNING**

Drawing Number: EAV627-GR-A16-00-DR-L-3100-P Rev: 00





Client Name  
 Structural Engineer Name  
 Walsh  
 Services Engineer Name  
 ChapmanBDSP  
 Consultant Name  
**Glenn Howells Architects**



Notes  
 Do not scale. Figured dimensions only to be taken from this drawing. Check dimensions on site & report discrepancies to the architect.  
 This Drawing is protected by copyright. ©  
 All areas have been measured from current drawings. They may vary because of (E/G) survey, design development, construction tolerances, statutory requirements or re-definition of the areas to be measured.

Key  
  
 BOH/Plant  
 Planning Application Boundary

*AA*  
  
 Common Areas

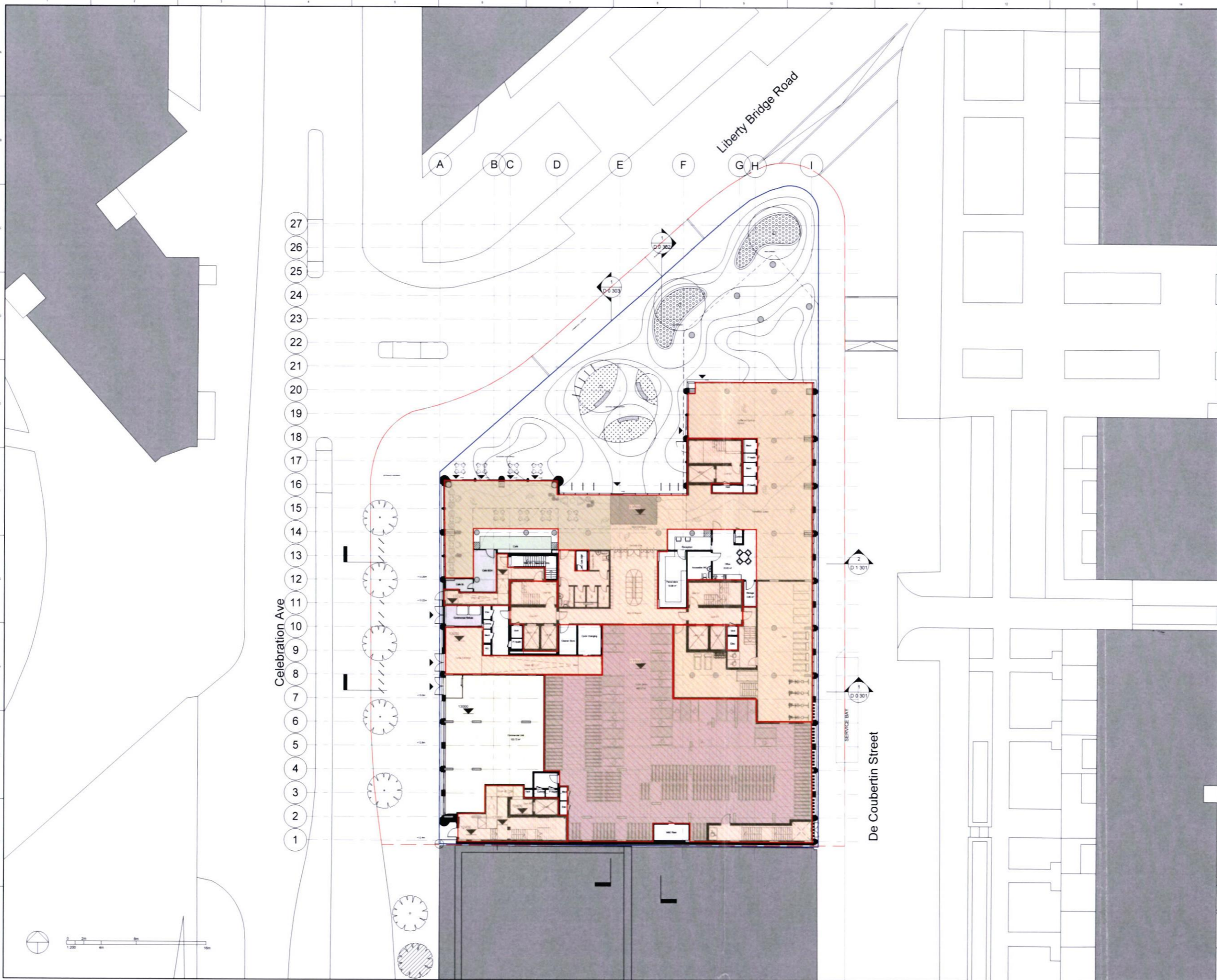
No.	Date	Comment	Drawn	Checked
Revs				

Issue Purpose  
**Information**  
**tp bennett**  
 One America Street | London SE1 ONE UK +44 (0) 20 7208 2000  
 www.tpennett.com

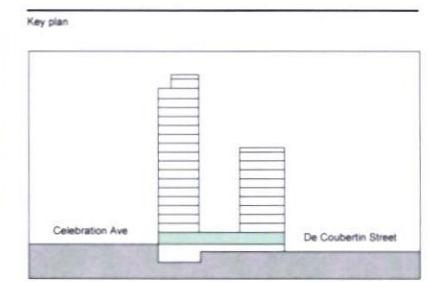
Project  
**N16**  
**East Village**  
**London**

Drawing Title  
**Proposed Basement Level**

Drawn	Date	Scale @ A1
Author		1:200
tp bennett Project No.	Drawing Number	Rev
A12009	D 0 099	11



Client Name  
 Structural Engineer Name  
 Wash  
 Services Engineer Name  
 ChapmanBDSP  
 Consultant Name  
**Glenn Howells Architects**



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- Key
- BOH/Plant
  - Cafe
  - Commercial
  - Communal Amenity
  - Cycle Parking
  - Site Ownership Boundary
  - Planning Application Boundary
  - Common Areas

*Handwritten signature and initials*

No.	Date	Comment	Drawn	Checked

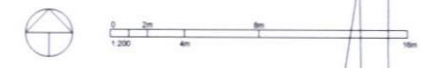
Issue Purpose  
**Information**  
**tp bennett**  
 One America Street | London SE1 0NE UK +44 (0) 20 7208 2000  
 www.tpennett.com

Project  
**N16**  
**East Village**  
**London**

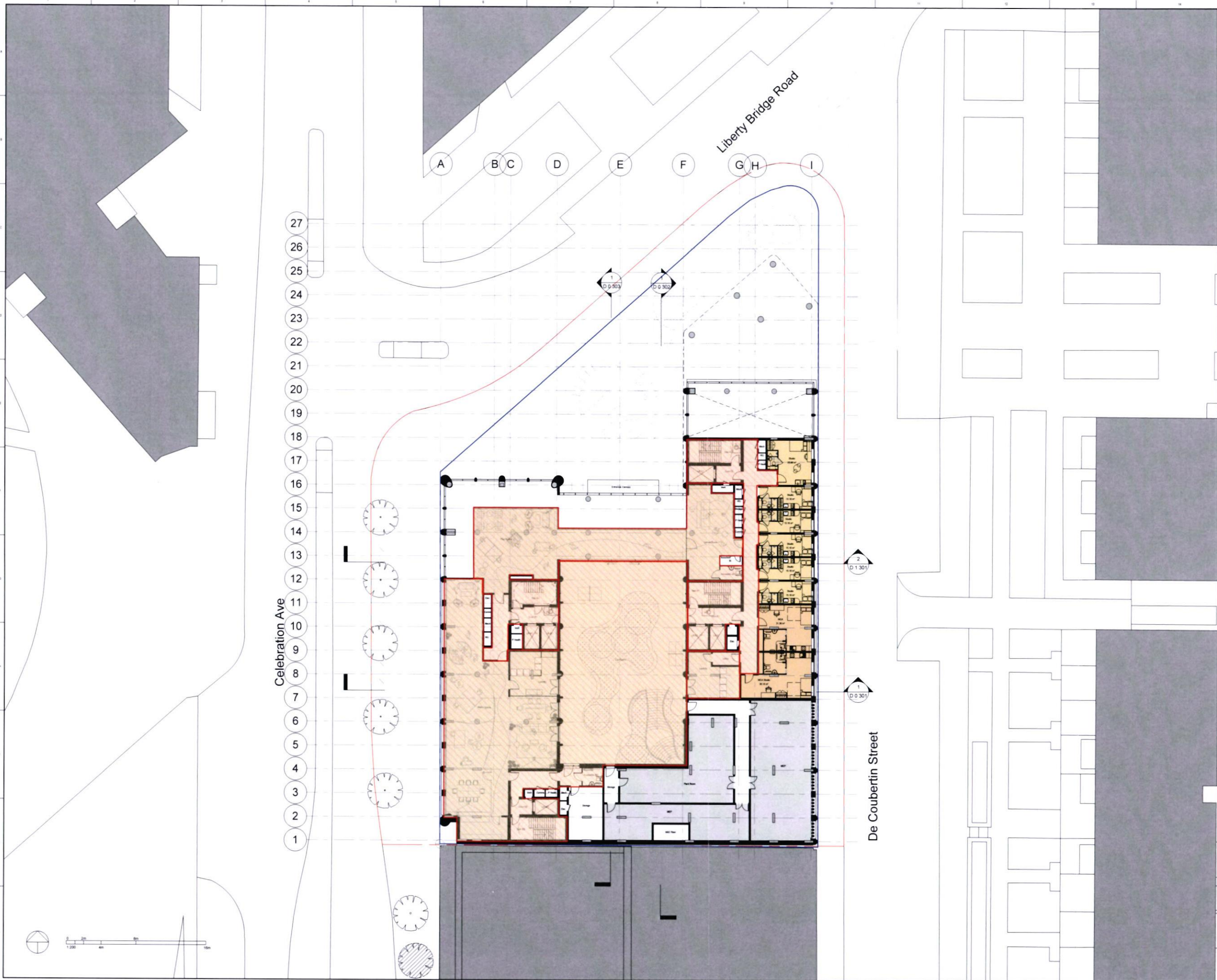
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**Proposed Ground Level**

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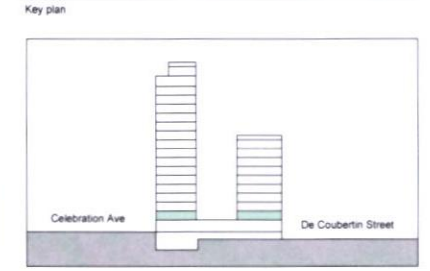
tp bennett Project No.	Drawing Number	Rev
A12009	D 0 100	11







Client Name  
 Structural Engineer Name  
 Walsh  
 Services Engineer Name  
 Chapman&BSP  
 Consultant Name  
**Glenn Howells Architects**



Notes  
 Do not scale. Figured dimensions only to be taken from this drawing. Check dimensions on site & report discrepancies to the architect.  
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 All areas have been measured from current drawings. They may vary because of (EG) survey, design development, construction tolerances, statutory requirements or re-definition of the areas to be measured.

- Key
- BOH/Plant
  - Communal Amenity
  - Studio
  - Wheelchair Accessible Room
  - Site Ownership Boundary
  - Planning Application Boundary
- Common Areas

*AA*

No.	Date	Comment	Drawn	Checked
11	14/02/2023	ISSUED FOR PLANNING	MH	MP

Issue Purpose  
**Information**  
**tp bennett**  
 One America Street | London SE1 0NE UK +44 (0) 20 7208 2000  
 www.tp-bennett.com

Project  
**N16**  
**East Village**  
**London**

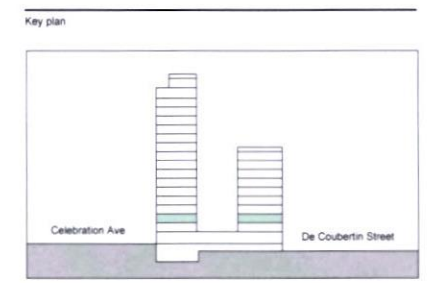
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**Proposed 1st Level**

Drawn	Date	Scale @ A1
Author		1:200

tp bennett Project No.	Drawing Number	Rev
A12009	D 0 101	11



Client Name  
 Structural Engineer Name  
 Wash  
 Services Engineer Name  
 Chapman&DSP  
 Consultant Name  
**Glenn Howells Architects**



Notes  
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- Key
- E/S
  - KDL
  - Studio
  - Wheelchair Accessible Room
  - Site Ownership Boundary
  - Planning Application Boundary
  - Common Areas

Handwritten initials: AH

Handwritten signature

No.	Date	Comment	Drawn	Checked
1	14/05/2023	ISSUED FOR PLANNING	MB	NR

Issue Purpose  
**Information**  
**tp bennett**  
 One America Street | London SE1 ONE UK +44 (0) 20 7208 2000  
 www.tpennett.com

Project  
**N16**  
**East Village**  
**London**

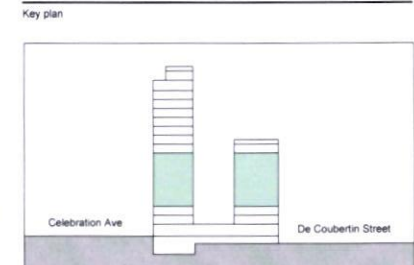
Drawing Title  
**Proposed 2nd Level**

Drawn	Date	Scale @ A1
Author		1:200

tp bennett Project No.	Drawing Number	Rev
A12009	D 0 102	11



Client Name  
 Structural Engineer Name  
 Walsh  
 Services Engineer Name  
 ChapmanBDSP  
 Consultant Name  
**Glenn Howells Architects**



Notes  
 Do not scale. Figured dimensions only to be taken from this drawing. Check dimensions on site & report discrepancies to the architect.  
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- Key
- E/S
  - KDL
  - Studio
  - Wheelchair Accessible Room
  - Site Ownership Boundary
  - Planning Application Boundary
  - Common Areas

*[Handwritten signature]*  
**AA**

No.	Date	Comment	Drawn	Checked

Issue Purpose  
**Information**  
**tp bennett**  
 One America Street | London SE1 0NE UK +44 (0) 20 7208 2000  
 www.tpbenett.com

Project  
**N16**  
**East Village**  
**London**

Drawing Title  
**Proposed 3rd Level**

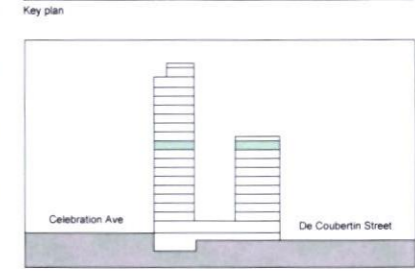
Drawn	Date	Scale @ A1
Author		1:200

tp bennett Project No.	Drawing Number	Rev
A12009	D 0 103	11



Client Name  
 Structural Engineer Name  
 Walsh  
 Services Engineer Name  
 ChapmanBDSP  
 Consultant Name  
**Glenn Howells Architects**



Notes  
 Do not scale. Figured dimensions only to be taken from this drawing. Check dimensions on site & report discrepancies to the architect.  
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- Key
- E/S
  - KDL
  - Studio
  - Wheelchair Accessible Room
  - Site Ownership Boundary
  - Planning Application Boundary
  - Common Areas

AH

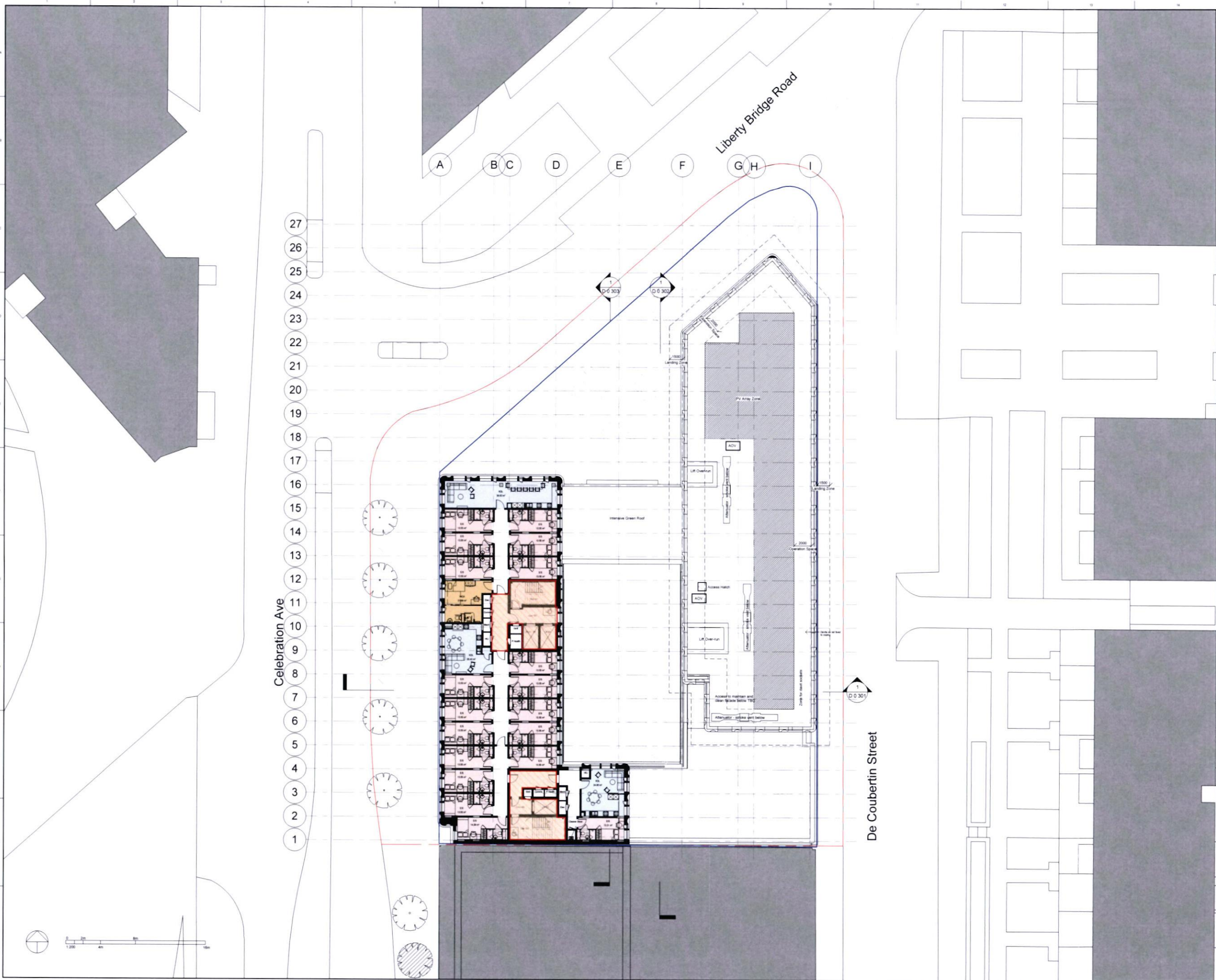
No.	Date	Comment	Drawn	Checked
11	14/02/2023	ISSUED FOR PLANNING	MB	MB

Issue Purpose  
**Information**  
**tp bennett**  
 One America Street | London SE1 0NE UK +44 (0) 20 7208 2000  
 www.tpennett.com

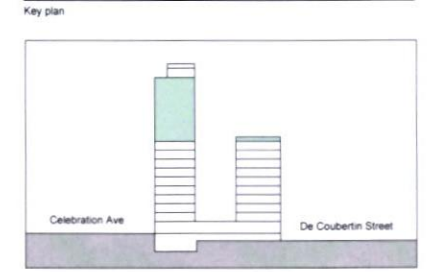
Project  
**N16**  
**East Village**  
**London**

Drawing Title  
**Proposed 9th Level**

Drawn	Date	Scale @ A1
Author		1:200
tp bennett Project No.	Drawing Number	Rev
A12009	D 0 109	11



Client Name  
 Structural Engineer Name  
 Wash  
 Services Engineer Name  
 ChapmanBDSP  
 Consultant Name  
**Glenn Howells Architects**



Notes  
 Do not scale. Figured dimensions only to be taken from this drawing. Check dimensions on site & report discrepancies to the architect.  
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 All areas have been measured from current drawings. They may vary because of (E/G) survey, design development, construction tolerances, statutory requirements or re-definition of the areas to be measured.

- Key
- E/S
  - KDL
  - Wheelchair Accessible Room
  - Site Ownership Boundary
  - Planning Application Boundary

Common Areas

*[Handwritten signature]*

**AH**

No.	Date	Comment	Drawn	Checked
Rev				

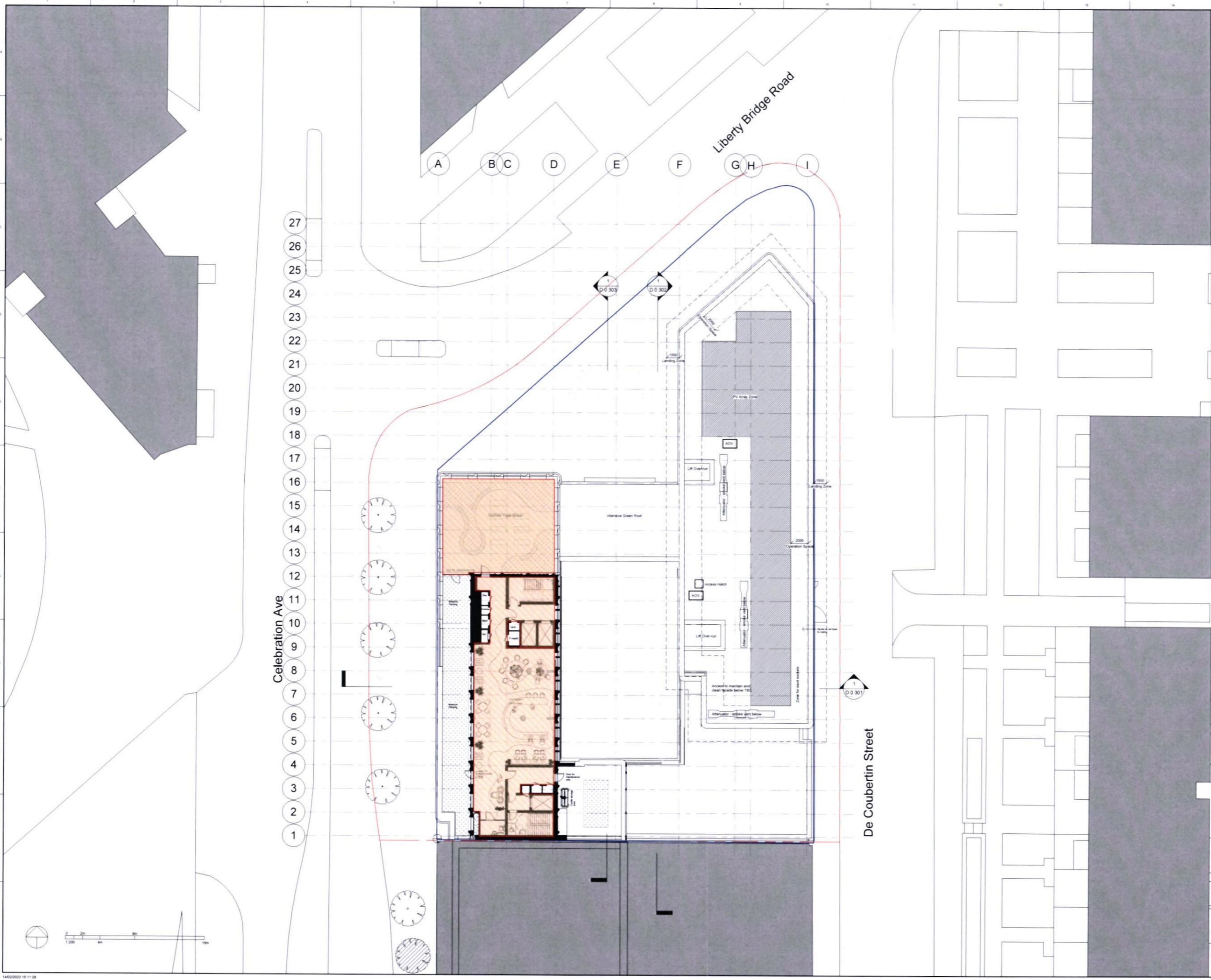
Issue Purpose  
**Information**  
**tp bennett**  
 One America Street | London SE1 ONE UK +44 (0) 20 7208 2000  
 www.tpennett.com

Project  
**N16**  
**East Village**  
**London**

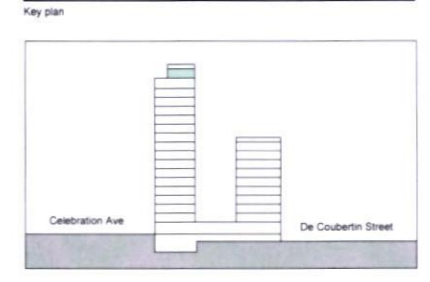
Drawing Title  
**Proposed 10th Level**

Drawn	Date	Scale @ A1
Author		1:200

tp bennett Project No.	Drawing Number	Rev
A12009	D 0 110	11



Client Name  
 Structural Engineer Name  
 Wash  
 Services Engineer Name  
 ChapmanBDSP  
 Consultant Name  
**Glenn Howells Architects**



Notes  
 Do not scale. Figured dimensions only to be taken from this drawing. Check dimensions on site & report discrepancies to the architect.  
 This Drawing is protected by copyright. ©  
 All areas have been measured from current drawings. They may vary because of (E.C.) survey, design development, construction tolerances, statutory requirements or re-definition of the areas to be measured.

Key  
 Communal Amenity

Site Ownership Boundary  
 Planning Application Boundary  
 Common Areas

*AA*

No.	Date	Comment	Drawn	Checked
1				

Issue Purpose  
**Information**  
**tp bennett**  
 One America Street | London SE1 ONE UK +44 (0) 20 7208 2000  
 www.tpbenett.com

Project  
**N16**  
**East Village**  
**London**

Drawing Title  
**Proposed 17th Level**

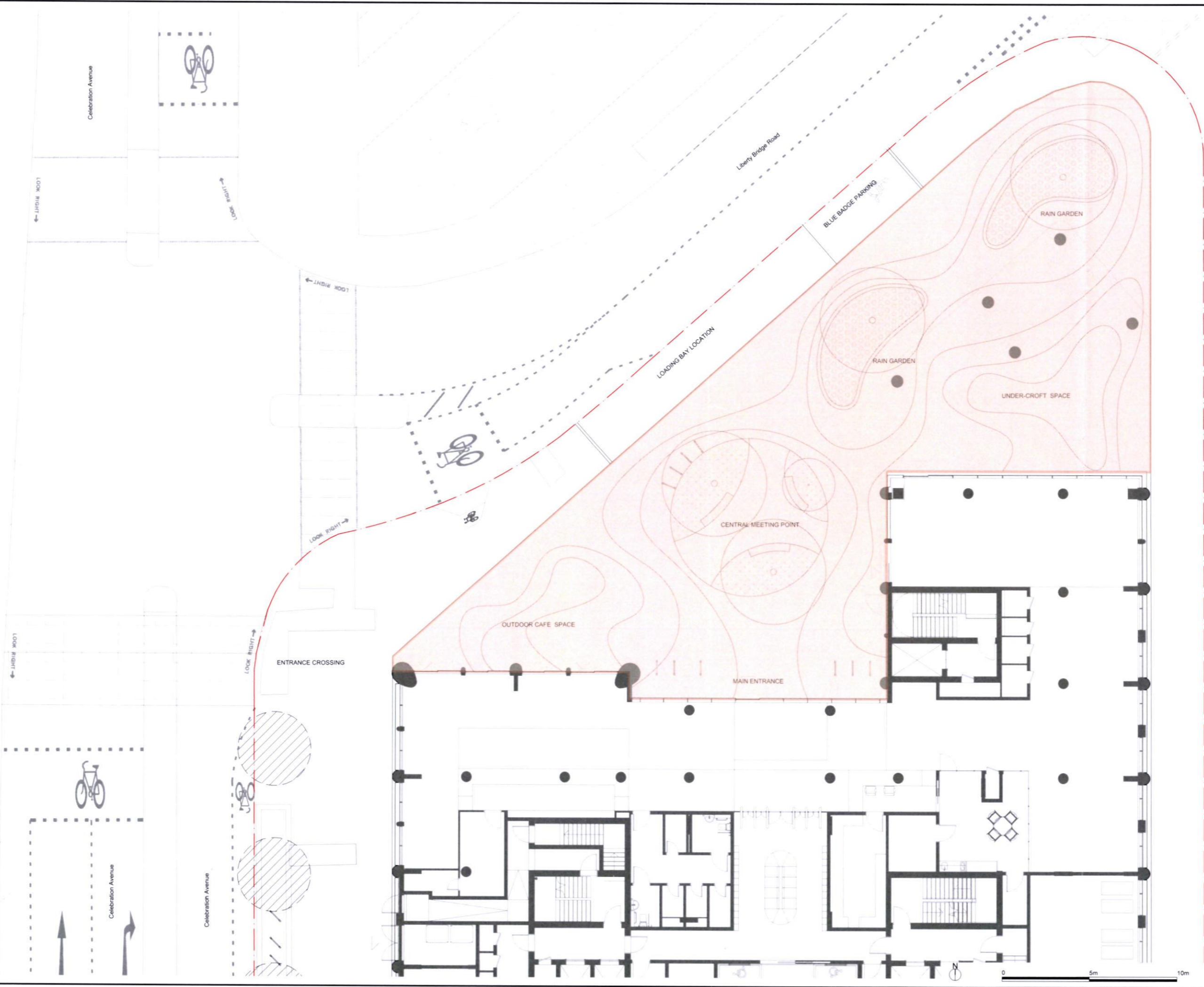
Drawn	Date	Scale @ A1
Author		1:200

tp bennett Project No.	Drawing Number	Rev
A12009	D 0 117	11

- GENERAL NOTES
- All dimensions and levels to be checked and verified on site before commencing any work or producing shop drawings.
  - This drawing is to be read in conjunction with all other relevant drawings, specifications and schedules.
  - Any discrepancy concerning the drawings should be referred to the originator / CA immediately.
  - All dimensions in millimetres unless noted otherwise.
  - All levels in metres.
  - Existing service alignments to be checked on site by the contractor on site by the contractor prior to construction work commencing.
  - The content of this drawing is to be read in conjunction with the latest project CDM risk register.

- LEGEND
- Application Boundary
  - CS 11 Sheffield stands for residential visitors and 15 Sheffield stands for commercial visitors
  - Planted area
  - Rain Garden
  - Existing trees retained
  - Proposed trees and shrubs
  - Bench
  - Crossing - This is subject to a future S278 agreement
  - Publicly Accessible Open Space



Handwritten initials 'AH' and a signature in blue ink.

FOR PLANNING

Rev	Date	Description	Y2	ID	Drawn/Chk'd
00	07/02/2023	For Planning	YZ	ID	

**Grant associates**  
 Landscape Architecture, Urban Design, Creative Ecology  
 22 Milk Street, Bath BA1 1UT  
 T: +44 (0) 1225 332664 F: +44 (0) 1225 420803  
 E: info@grant-associates.uk.com

CLIENT  
 SVPH1 and SVPH2

PROJECT  
 East Village, Plot N16

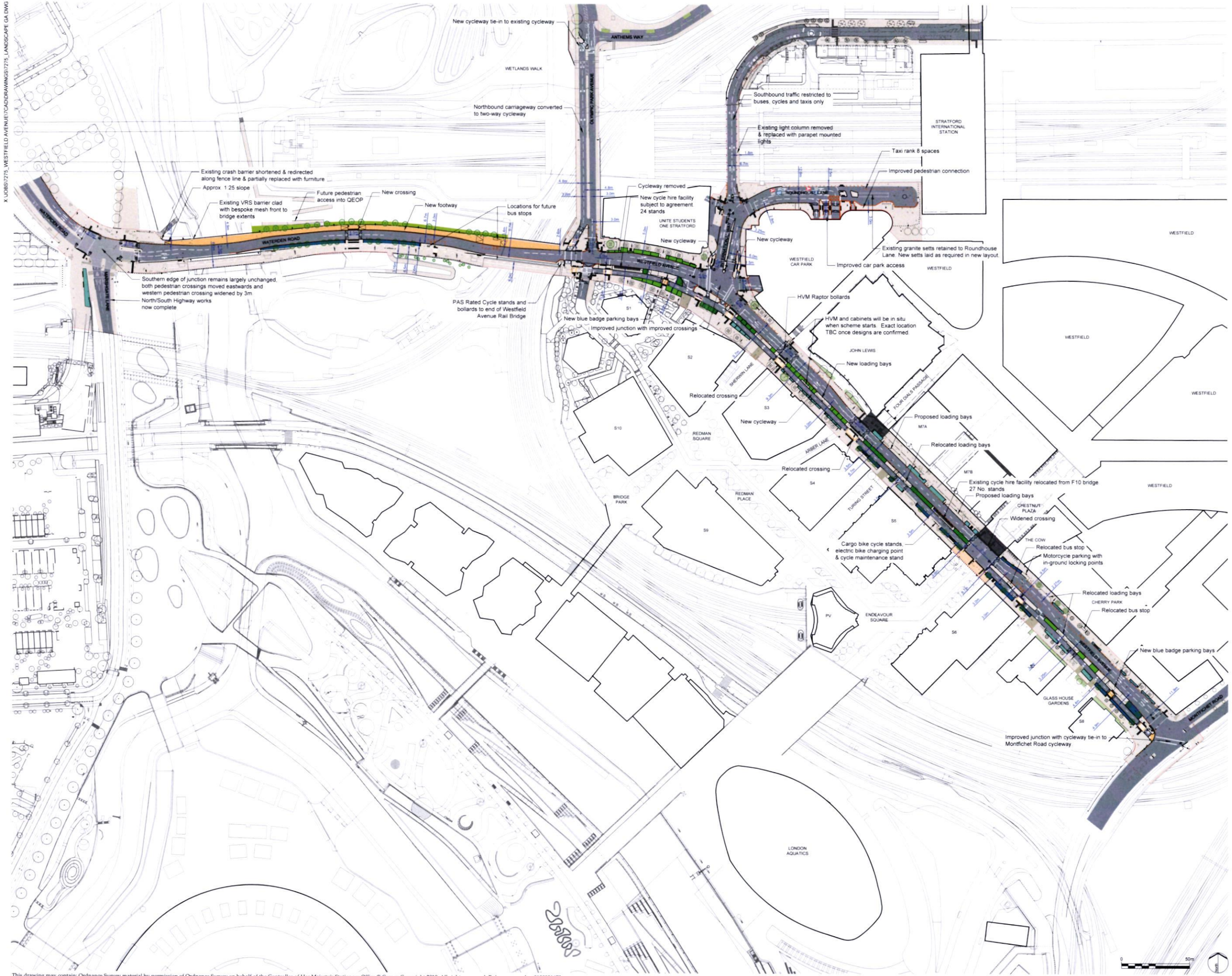
TITLE  
 Proposed General Arrangement Plan  
 Ground Level

Scale	Date	Drawn	Checked	Approved
1:100@ A1	20/01/2023	YZ	ID	AG

Status  
**PLANNING**

Drawing Number: EAV627-GRA-N16-00-DR-L-1100-P Rev: 00

- LEGEND
- Existing (retained)
- Tree
  - Bollards
  - Existing VRS / balustrade retained
- Proposed
- Study area boundary
  - Asphalt (to carriageway & cycleways)
  - Buff anti-skid surface (to Park Rise northern footway & cycleway thresholds)
  - Buff concrete pavers to footway
  - Buff concrete sets to vehicle over-runs of footway
  - Sandstone pavers to match Endeavour Square pavers (to footway)
  - Grey Granite pavers to match Chestnut Plaza pavers (to footway)
  - Planting (herbaceous - does not receive run-off) Light - 600mm depth / Dark - 1200mm depth
  - Planting (herbaceous - receives run-off) Light 600mm depth / Dark - 1200mm depth
  - Planting (wildflower seed mix to verge)
  - Tree
  - Estate fence
  - New VRS / balustrade
  - Lighting columns
  - Picnic table
  - Long picnic table
  - Seating
  - Cycle stand



A4

*[Handwritten signature]*

B	Updates following comments	KB	22/04/22
A	Stage 3	MB	07/01/22
REV	DESCRIPTION	APP	DATE

**LD A DESIGN**

PROJECT TITLE  
Westfield Avenue

DRAWING TITLE  
Masterplan

ISSUED BY	Exeter	T: 01392 260 430
DATE	November 2021	DRAWN MB
SCALE/A1	1:1,250	CHECKED FW
STATUS	Final	APPROVED RAs

DWG. NO 7275\_001

No dimensions are to be scaled from this drawing.  
All dimensions are to be checked on site.  
Area measurements for indicative purposes only.

© LDA Design Consulting Ltd. Quality Assured to BS EN ISO 9001:2015  
Sources: Ordnance Survey





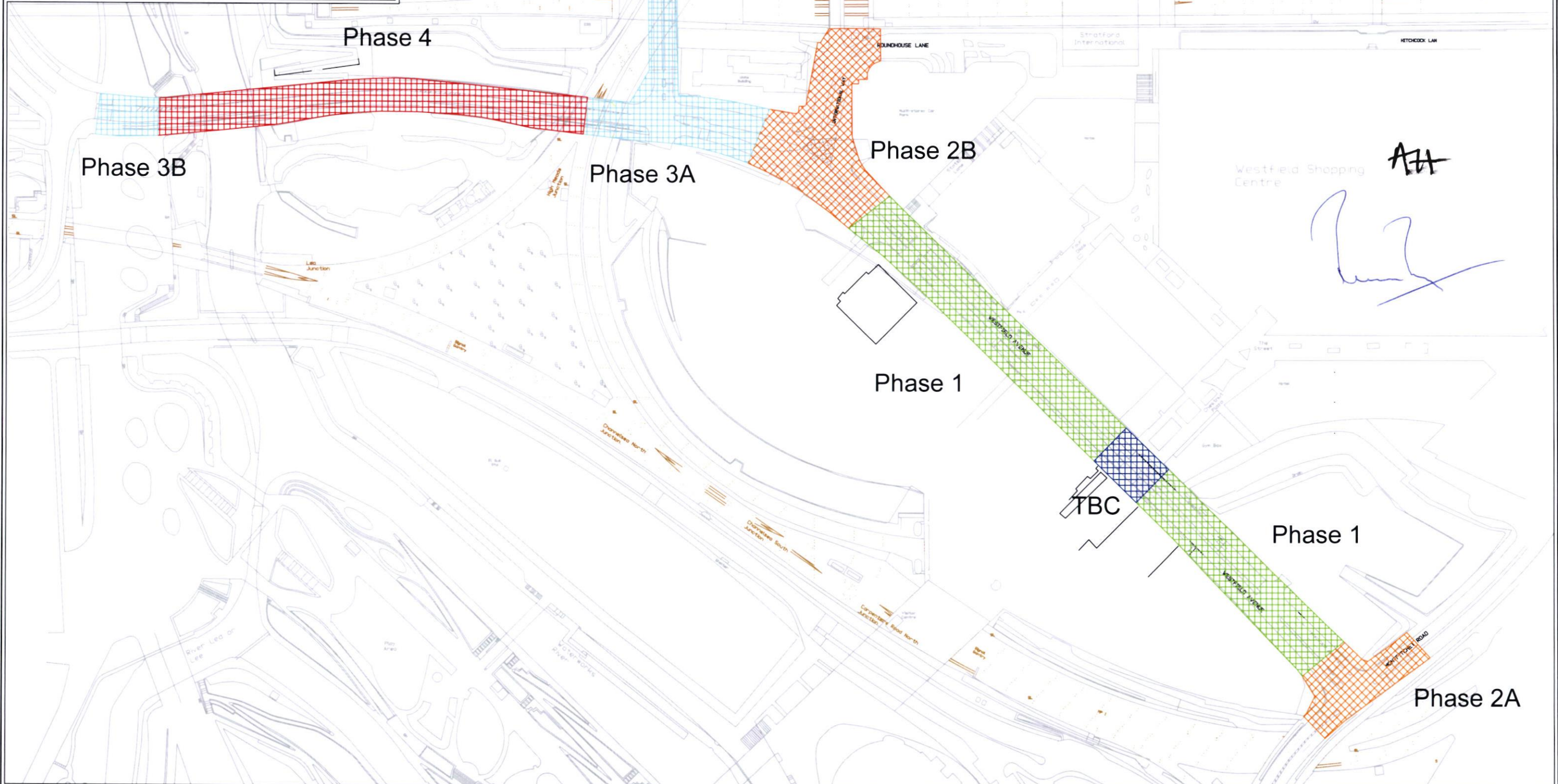
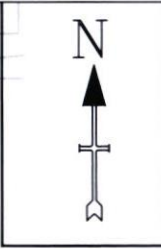
DETAILS OF THE ROAD

Westfield Phase Plan



Drawn By	MM	Traffic Management	Phase Plan
Checked By	SJ	Road Name	Westfield Avenue
Approved By	TBC	Borough/Council	Newham Council
Date Drawn	02/10/2023	Postcode	E20 1HZ
Drawing No	MM102301		

Phase	2024				2025				2026				
1	Q1	Q2	Q3	Q4									
2					Q1	Q2							
3							Q3	Q4					
4								Q4	Q1	Q2			



Key

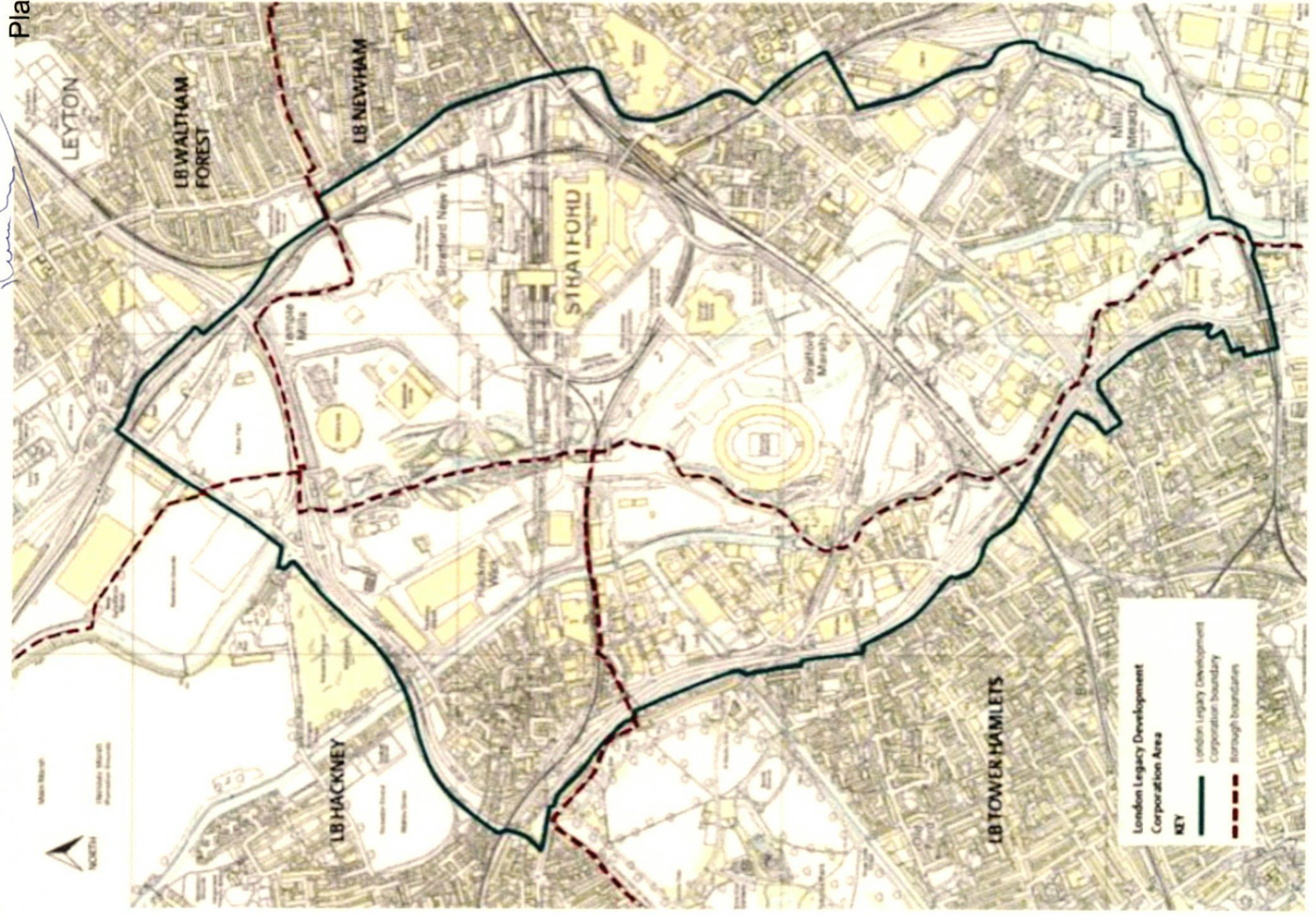
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Plan 8



**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

Stratford Village Property Holdings 1 Ltd  
and Stratford Village Property Holdings 2 Ltd

Agent

Matthew Eyre,  
Quod  
21 Soho Square  
London  
W1D 3QP

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**Part I - Particulars of Application**

Date of Application: 27-Feb-2023

Application No: 23/00101/FUL

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Proposal: Application for Full Planning Permission for the construction of a part 10-storey, part 18-storey building providing purpose-built student accommodation with up to 504 bedrooms (Use Class Sui Generis), with commercial, business and service floorspace (332m<sup>2</sup>) (GEA) (Use Class E) at ground floor, and landscaping, parking and other associated works.

Location: Plot N16, Zone 3 Stratford City, 50 Celebration Avenue, Stratford, E20 1DB

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**Part II - Particulars of Decision**

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

**DEFINITIONS**

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

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

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

## 1. Time Limit

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

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

## 2. Approved Plans

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

DRAWING REFERENCE	DRAWING TITLE	REVISION
<b>SITE CONTEXT</b>		
A12009 D0002	Site plan - proposed	I1
<b>GENERAL ARRANGEMENT</b>		
A12009 D0099	Proposed Basement Level	I1
A12009 D0100	Proposed Ground Level	I1
A12009 D0101	Proposed 1st Level	I1
A12009 D0102	Proposed 2nd Level	I1
A12009 D0103	Proposed 3rd Level	I1
A12009 D0109	Proposed 9th Level	I1
A12009 D0110	Proposed 10th Level	I1
A12009 D0117	Proposed 17th Level	I1
A12009 D0118	Proposed Roof Level	I1
<b>ELEVATION</b>		
A12009 D0200	Proposed West Elevation	I1
A12009 D0201	Proposed North Elevation	I1
A12009 D0202	Proposed East Elevation	I1
<b>BAY STUDIES AND DETAILS - EXTERNAL WALLS</b>		
A12009 D1300	Bay Study Typical Windows	I1
A12009 D1301	Bay Study Lower Levels - Celebration Avenue	I1
A12009 D1302	Bay Studies Lower Levels - De Coubertin Street	I1
A12009 D1303	Bay Studies Lower Levels - Main Entrance	I1
<b>TYOLOGY PLANS</b>		
A12009 D0400	Proposed Room Layout - En Suite Typologies	I1
A12009 D0401	Proposed Room Layout - Studio Typologies	I1
A12009 D0402	Proposed Kitchen Layout - Kitchen Typologies	I1
<b>LANDSCAPE DRAWINGS</b>		
<b>PROPOSED ELEVATION</b>		

EAV627-GRA-N16-DR-L-1003-P	Proposed Key Plan - Master Plan	01
EAV627-GRA-N16-DR-L-1004-P	Annotation Sheet	00
EAV627-GRA-N16-DR-L-1005-P	Proposed Plan - Illustrative Plan	01
EAV627-GRA-N16-00-DR-L-1100-P	Proposed General Arrangement Plan - Ground Level	02
EAV627-GRA-N16-01-DR-L-1101-P	Proposed General Arrangement Plan - L1	00
EAV627-GRA-N16-02-DR-L-1102-P	Proposed General Arrangement Plan - L2	00
EAV627-GRA-N16-17-DR-L-1103-P	Proposed General Arrangement Plan - L17	00
EAV627-GRA-N16-00-DR-L-2100-P	Proposed Levels Plan - Ground Level	02
EAV627-GRA-N16-01-DR-L-2101-P	Proposed Levels Plan - L1	01
EAV627-GRA-N16-02-DR-L-2102-P	Proposed Levels Plan - L2	01
EAV627-GRA-N16-17-DR-L-2103-P	Proposed Levels Plan - L17	00
<b>HARDWORK PLANS</b>		
EAV627-GRA-N16-00-DR-L-3100-P	Proposed Hardwork Plan - Ground Level	02
EAV627-GRA-N16-01-DR-L-3101-P	Proposed Hardwork Plan - L1	00
EAV627-GRA-N16-02-DR-L-3102-P	Proposed Hardwork Plan - L2	00
EAV627-GRA-N16-17-DR-L-3103-P	Proposed Hardwork Plan - L17	00
<b>SOFTWORK PLANS</b>		
EAV627-GRA-N16-00-DR-L-5100-P	Proposed Softwork Plan - Ground Level	00
EAV627-GRA-N16-01-DR-L-5101-P	Proposed Softwork Plan - L1	00
EAV627-GRA-N16-02-DR-L-5102-P	Proposed Softwork Plan - L2	00
EAV627-GRA-N16-17-DR-L-5103-P	Proposed Softwork Plan - L17	00
EAV627-GRA-N16-18-DR-L-5104-P	Proposed Softwork Plan - GREEN ROOF	00
<b>EXISTING AND PROPOSED SECTIONS</b>		
EAV627-GRA-N16-00-DR-L-1301-P	Proposed Sections - 01/02 - Ground Level	01
EAV627-GRA-N16-00-DR-L-1302-P	Proposed Sections - 03 - Ground Level	00
EAV627-GRA-N16-01-DR-L-1303-P	Proposed Sections - 04/05 - L1	00
EAV627-GRA-N16-02-DR-L-1304-P	Proposed Sections - 06/07 - L2	00
EAV627-GRA-N16-17-DR-L-1305-P	Proposed Sections - 08/09 - L17	00
<b>DETAILS</b>		
EAV627-GRA-N16-00-DR-L-3500-P	Proposed Planter and Bench Detail	00

### Document

- Circular Economy Statement & Whole Life Carbon Statement (Rev 02) prepared by Chapmanbdsp dated February 2023;
- Construction Waste Management Plan Prepared by Transport Planning Practice dated February 2023;
- Design and Access Statement prepared by TP Bennett in collaboration with Glenn Howells Architects – document reference: A12009RE0001I3 Revision I3 dated 05.07.23;
- Drainage Impact Assessment prepared by Walsh dated February 2023;
- Ecological Appraisal and Biodiversity Statement (Rev 6) prepared by Biodiversity by Design dated 4<sup>th</sup> July 2023;
- Energy Statement (ref. 60653-CBD-ZZ-ZZ-RP-Y-80001rev 03) prepared by Chapmanbdsp dated February 2023;
- Fire Statement (ref. GL8188/R1 Rev 5) prepared by Jensen Hughes dated February 2023;
- Sustainability Statement prepared by Chapmanbdsp dated February 2023;
- Wind Microclimate Assessment prepared by FD Global dated February 2023 and Addendum dated June 2023.

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

### **3. Notice of Commencement**

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

Reason: To ensure satisfactory compliance with this planning permission.

Pre-commencement justification: To enable the LPA to monitor development.

## **CONSTRUCTION**

### **4. Enabling Works Construction Environmental Management Plan (CEMP)**

Prior to the commencement of the Enabling Works, an Enabling Works Construction Environmental Management Plan (CEMP) should be submitted to the local planning authority for approval which includes details of the following where relevant:

- a. Noise and vibration mitigation and monitoring measures;
- b. Safeguarding of buried services;
- c. Community liaison plan; the notification of neighbours with regard to specific works; and details to deal with complaints;
- d. The process for advanced notification of road closures;
- e. Details of any required footpath closures and associated pedestrian management plan;
- f. Details of parking bay suspensions and temporary access;
- g. Details regarding construction parking, deliveries (including booking systems and measures to minimise vehicles stopping on the highway), and storage (including hours of deliveries);

- h. Details of measures to prevent the deposit of mud and debris on the public highway;
- i. Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- j. Details to demonstrate coordination with adjoining development sites to mitigate against detrimental impacts;
- k. Any other measures (including lighting) to mitigate the impact of the Enabling Works (where required) upon the amenity of the area and the function and safety of the highway network;
- l. Construction Logistics Plan (CLP) including measures such as restricting timing of construction vehicle movements (and access/egress to the site) to avoid peak congested hours on the local road network;
- m. Details of routes and access for construction traffic, including lorry holding areas;
- n. A requirement that no surface water (either via drains or surface water run-off) or extracted perched water or groundwater shall be allowed to be discharged during the enabling works. Such waters should be discharged to the foul sewer or be tankered off-sites;
- o. A survey of the existing conditions of adjacent public highways and measures taken to protect highway infrastructure;
- p. Details of the site layout and compounds to ensure vehicle movements and stopping arrangements are acceptable;
- q. Details of materials storage; and
- r. Details of tower cranes including, construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes during the Development (in consultation with London City Airport).

All Enabling Works activities shall be carried out in accordance with the approved details in the CEMP.

Reason: To avoid hazard and obstruction being caused to users of the public highway, source protection zone, and to safeguard residential amenity throughout all phases of the development process in accordance with Policies BN.11 and T.4 of the Local Plan (2020). Pre-commencement justification: To ensure that impacts during the Enabling Works are appropriately mitigated in advance of commencement of works.

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

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

Reason: To ensure that air quality is not adversely affected by the development

## **6. Construction and Environmental Management Plan (CEMP)**

Save for Enabling Works, no development hereby permitted shall commence until full details of the proposed construction methodology, in the form of a CEMP, have been submitted to and approved in writing by the Local Planning Authority. The CEMP shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission.

The CEMP shall include details regarding:

- a. Noise and vibration mitigation and monitoring measures;
- b. Safeguarding of buried services;
- c. Community liaison plan; the notification of neighbours with regard to specific works; and details to deal with complaints;



- d. The process for advance notification of road closures;
- e. Details of any required footpath closures and associated pedestrian management plan;
- f. Details of parking bay suspensions and temporary access;
- g. Details regarding construction parking, deliveries (including booking systems and measures to consolidate loads to reduce trips), and storage (including hours of deliveries) and measures to minimise vehicles stopping on the highway;
- h. Details of measures to prevent the deposit of mud and debris on the public highway;
- i. A feasibility survey shall be carried out to consider the potential for moving demolition and construction material from the site by waterborne freight;
- j. Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- k. Details to demonstrate coordination with adjoining development sites to mitigate against detrimental impacts;
- l. Any other measures (including lighting) to mitigate the impact of construction upon the function and safety of the highway network;
- m. Construction Logistics Plan (CLP) including measures such as restricting timing of construction vehicle movements (and access/egress to the site) to avoid peak congested hours on the local road network;
- n. Details of routes and access for construction traffic, including lorry holding areas;
- o. Full details of the proposed surface water drainage arrangements for the construction element of the development;
- p. A requirement that no surface water (either via drains or surface water run-off) or extracted perched water or groundwater shall be allowed to be discharged during the demolition/construction/enabling works. Such waters should be discharged to the foul sewer or be tankered off-site;
- q. A survey of the existing conditions of adjacent public highways and measures taken to protect highway infrastructure;
- r. Details of site compound arrangements;
- s. Details of site layout;
- t. Details of materials storage; and
- u. Details of tower cranes including, construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes during the Development (in consultation with London City Airport).

All construction activities shall be carried out in accordance with the approved details in the CEMP.

Reason: To avoid hazard and obstruction being caused to users of the public highway, source protection zone, and to safeguard residential amenity throughout all phases of the development process in accordance with Policies BN.11 and T.4 of the Local Plan (2020).

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

## 7. Construction Dust Monitoring and Mitigation

Prior to the commencement of any development, including Enabling Works, a scheme for dust monitoring, assessment and mitigation for construction works shall be submitted to and approved in writing by the Local Planning Authority. Such details to have regard to the GLA SPG on the Control of Dust and Emissions During Construction (or any subsequent revision) and the scheme shall include:

- An air quality and dust risk assessment;
- An air quality management plan (which shall include measures for site management, on/off-site vehicle/machinery operation, dust suppression and track-out in order to avoid effects from dust;
- Site monitoring;

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

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

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

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

## **8. Piling Method Statement**

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

Reason: To ensure that piling methodology is appropriate prior to first commencement. The proposed works would be in close proximity to underground water utility infrastructure and some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution.

## **CONTAMINATION**

### **9. Contamination and Site Characterisation Part 1 (Ground Investigations)**

No development (including Enabling Works) shall commence until a scheme of ground investigation, describing and justifying the scope of investigation to provide sufficient information for a contamination risk assessment has been submitted to, and approved in writing, by the Local Planning Authority.

The scheme of ground investigation shall be implemented as approved, with any changes requiring the written consent of the Local Planning Authority.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

### **10. Contamination and Site Characterisation Part 2 (Contamination Risk Assessment)**

Save for ground investigations, no development approved by this planning permission shall commence until a contamination risk assessment and remediation strategy report based on the findings of the ground investigation has been submitted to, and approved in writing, by the Local Planning Authority.

The remediation strategy shall be implemented as approved, with any changes requiring the written consent of the Local Planning Authority.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

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

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

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

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

#### **12. Unexpected Contamination**

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

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development is carried out safely without unacceptable risks to workers, neighbours and other offsite receptors

#### **13. Verification Report**

Prior to the occupation of the development, a verification report demonstrating completion of works set out in the remediation implementation and verification method statement, shall be submitted to and approved in writing by the Local Planning Authority.

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

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

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

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

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

### **WATER USE**

#### **15. Surface Water Drainage Strategy**

Save for Enabling Works, and prior to the commencement of the development full details of the proposed surface water drainage operation phase of the development, shall be submitted to and approved in writing by the Local Planning Authority, and thereafter implemented in accordance with the approved details.

Reason: To determine the potential for pollution of the waterway and likely volume of water. Potential contamination of the waterway and ground water from wind blow, seepage or spillage at the site, and high volumes of water should be avoided to safeguard the waterway environment and integrity of the waterway infrastructure.

#### **16. Surface Water Drainage Verification**

Prior to first occupation of the development, a verification report stating what works were undertaken and demonstrating that the development was completed in accordance with the approved drainage strategy shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels water pollution caused by mobilised contaminants in accordance with Policy S.5 of the Local Plan (2020).

#### **17. Infiltration Drainage**

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

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

#### **18. Water Supply Infrastructure**

Prior to occupation of any student accommodation unit within the development, details shall be submitted to, and approved in writing by, the Local Planning Authority demonstrating that the units shall achieve the optional requirement set out in Regulation 36 (2b) of Building Regulations Approved Document G (2015 edition with 2016 amendments), which states that consumption of wholesome

water shall not exceed 110 litres per person per day including a 5-litre allowance for external water use. The development shall thereafter be occupied in accordance with the approved details.

Reason: To ensure a high standard of sustainable design and construction and to maximise water efficiency opportunities, in accordance with Policies S.4 and S.5 of the Local Plan (2020).

## DESIGN

### 19. Detailed Design

Prior to the commencement of any above ground works, detailed architectural drawings (at the appropriate scale listed below or as may otherwise be agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority for the relevant building. Such details shall include the following:

- (i) Principal features on the facades e.g. bay studies to include the following (1:50 @ A1):
  - (a) Typical Window bay to include all types where varies between elevation;
  - (b) Lower level areas facing onto Celebration Avenue;
  - (c) Lower level areas facing onto De Coubertin Street to include details of the cycle hub screen;
  - (d) Lower level main entrance to include all elements of curtain walling including the glazing to the main entrance and undercroft area.
- (ii) Details of each envelope / soffit type to include ground floor conditions at the base to undercroft, main entrance, De Coubertin Street, Celebration Avenue and details of profiled undercroft that continues from external area to entrance lobby(1:25 @ A3);
- (iii) Details of glazing and curtain walling systems including any manifestation to include all variations at ground floor level and variable of typical façade module as glazing strategy changes relative to aspect across the façade. (1:25 @ A3);
- (iv) Key junctions/bonds between materials/finishes to include details and dimensions of the fluted / ribbed precast concrete elements including details of the texture and finish effect. To include junction details and dimensions of all materials in a typical bay (1:25 @ A3);
- (v) Ground floor frontages including entrances, glazing and signage zones, infill panels on plant rooms/bike stores etc, shopfronts or commercial/workspace frontages. To include details of the cycle hub screening facing onto De Coubertin Street. (1:50 @ appropriate paper size);
- (vi) Parapets, roof edges, rooftop plant screening, lift over runs etc. To include details and dimensions of top level string course, balustrade / guardian details to all rooftop external amenity and plant spaces and glazing details / finished to relevant high level balustrades. (1:25 @ A3)
- (vii) Elevational location of all joints e.g. structural, movement, panels (1:100 @ appropriate paper size);
- (viii) Elevational location, colour, finish and dimensions of all openings in envelope e.g. ventilation grilles, bird & bat boxes (1:100 @ appropriate paper size);
- (ix) Elevational location, colour, finish and dimensions of all items which are fixed to the façade e.g. fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes (1:100 @ appropriate paper size);
- (x) Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to balconies / terraces (1:25 @ A3);
- (xi) Details of key architectural metalwork / screens / gates (1:25 @ A3);
- (xii) Details of terraces including all external amenity spaces and floor finishes (1:25 @ A3);
- (xiii) Balustrade details (1:25 @ A3);
- (xiv) Details of soffits and canopies (1:25 @ A3);

- (xv) Details of external stairs if relevant to include access to any external plant and roofs over lift / stair overruns (1:50 @ A3);
- (xvi) Junctions with neighbouring buildings (1:25 @A3).

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.10 of the Local Plan.

## 20. Material Samples

At least 6 months prior to installation, details and a schedule of materials of all external facing materials to be used in the construction of the building hereby approved, along with material sample boards and/or full size mock-ups shall be submitted to and approved in writing by the Local Planning Authority. Samples and details of the following shall be provided:

- (i) Façade and roof cladding materials;
- (ii) All precast cladding types including joint profile;
- (iii) Window / door types (including finishes, glass types and any manifestation);
- (iv) Curtain wall (including finishes, glass types and any manifestation);
- (v) Facing metalwork (e.g. balustrades, service doors, screens, gates);
- (vi) All items which are fixed / integrated to the façade (e.g. fins/louvres, vent grilles, rainwater pipes, signage,);
- (vii) Soffit to include details of profiled undercroft that continues from external area to entrance lobby and canopy materials;
- (viii) Terrace floor finishes;
- (ix) Hard landscape materials.

## 21. Mock-Ups

At least 3 months prior to the use of the respective materials on site, mock-ups of facades shall be provided at a size to be agreed with the Local Planning Authority. Drawings should be submitted to show the proposals for the mock-ups.

1. A typical bay to include a section incorporating a top and bottom horizontal string course, a window bay to include both the fixed window light, precast panel and cill below, vent panel and fixed panel below, vertical precast elements between window elements and a full height fluted curved feature panel;
2. The ground floor condition to show the corner detail of Celebration Avenue and Liberty Bridge Road that captures part of the large semi-circular corner column, the curtain wall glazing, the secondary curved vertical precast element, the main horizontal string course and the recessed horizontal precast element between the curtain walling and the string course;
3. A typical part of a corner of the uppermost level of the building to show the horizontal string course, the overall depth and thickness of the elements.

The relevant materials shall not be installed on the building until written approval has been obtained from the Local Planning Authority.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.10 of the Local Plan.

## 22. Secure by Design

Prior to the commencement of any above ground work, details of the measures to be incorporated into the development, demonstrating how principles and practices of the current 'Secured by Design' Residential and Commercial schemes and local crime prevention security measures will be included within the development, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out Crime Officers and Transport for London.

Once approved in writing by the Local Planning Authority, the development shall be carried out in accordance with the approved details prior to first occupation/use, and retained in accordance with the agreed details.

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

### **23. Secured by Design Certification**

Prior to the first use of the buildings, the applicant shall use reasonable endeavours to obtain a letter or SBD certification from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures have been incorporated into the design.

Within three months of occupation, the SBD letter/certification shall be submitted to and approved in writing by the Local Planning Authority prior to first use of the buildings.

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

## **LANDSCAPING**

### **24. Landscape Design**

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

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

The submitted details shall demonstrate the following:

#### Hard Landscape

- (x) Details of proposed finished levels and contours including alterations to existing ground levels;
- (xi) Means of enclosure and boundary treatments and any associated access points;
- (xii) Hard landscape details including surface materials including specification, colour, product, dimensions, bonding and pointing;
- (xiii) Material samples of all external surfacing materials;
- (xiv) Details of street furniture including raised planters; benches; bins; cycle storage; planters (fixed and moveable); bollards, hostile vehicle mitigation (HVM); any features of artwork;
- (xv) Details of inclusive design and accessibility standards including external steps, ramps and thresholds (including gradients); tactile warning or wayfinding paving, mobility features and dropped kerbs.

#### Soft Landscape

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

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

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

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

Reason: In order to ensure long term retention of the landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity.

## **25. Green/Brown Roof**

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

The submitted details shall include:

- (a) a detailed scheme of maintenance including irrigation system;



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

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

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

## **26. Wind Mitigation**

1. Prior to the installation of any façade/cladding, details, including size, location, orientation, porosity and appearance of all temporary and/or permanent wind mitigation measures to be installed, including screens, structures and sculptures, shall be submitted to and approved in writing by the Local Planning Authority.
2. Prior to the commencement of soft landscaping works, details, including size, location orientation, porosity and appearance of all wind mitigation measures to be installed within the public realm hereby approved, including screens, structures and sculptures, shall be submitted to and approved in writing by the Local Planning Authority.'

The mitigation should be verified using the same rigorous methods as those used in the approved Wind Microclimate Study (dated February 2023) (i.e. detailed CFD and/or wind tunnel testing), the details of which shall be submitted with (1) and (2) above. The approved details shall thereafter be implemented on site prior to first occupation of the development and/or the opening of the public realm areas to the general public and retained and maintained thereafter as long as necessary to control the wind conditions.

Reason: To ensure sufficient wind mitigation in accordance with Policy BN.5 of the Local Plan.

## **27. Ecological Management Plan**

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

Reason: In the interests of maximising the ecological potential of the site and ensuring its long-term success.

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

Prior to occupation., a landscape management and maintenance plan shall be submitted to and approved in writing by the Local Planning Authority.

Save where management and maintenance of the landscaping in question is governed by the planning obligation entered into in connection with this permission, the landscaping shall be managed and maintained in accordance with the approved landscape management and maintenance plan.

Reason: In the interests of ensuring good landscaping practice.

## 29. Bat and Bird Boxes

Prior to the construction of the relevant façade, details of the specification and location of any required bat and bird boxes, 50% of which should be integrated into the facades of the building, shall be submitted to, and approved in writing by the Local Planning Authority.

The bat and bird boxes shall be installed prior to first occupation of the development and in accordance with the details approved by the Local Planning Authority, and permanently retained thereafter.

Reason: To mitigate the biodiversity impact of the development and to ensure a high standard of design and appearance with London Plan 2021 Policy G6 and Local Plan Strategic Policies SP.3 and SP.5 and Policy BN.3 of the Local Plan 2020.

## 30. Lighting Scheme

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

The scheme shall include the following details:

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

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

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

## 31. Tree protection- general

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

protected area, any excavation must be dug by hand and any roots found to be greater than 25mm in diameter must be retained and worked around.

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

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

Reason: To ensure the protection of the existing trees and in the interests of amenity.

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

## **TRANSPORT**

### **32. Cycle Parking**

Prior to first occupation of the development hereby approved the cycle storage facilities as shown on the approved drawings shall be provided and thereafter such facilities shall be retained throughout the life of the development and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building and to promote sustainable modes of transport.

### **33. Cycle Storage- details to be submitted**

The development shall not be occupied until details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles (for both residential and commercial elements) for the respective area of land have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and the facilities provided shall be retained for the life of the development and the space used for no other purpose.

Reason: In order to ensure that satisfactory secure cycle parking and facilities for cyclists are provided and retained and in accordance with Policy T4 of the Local Plan 2020.

#### **34. Parking Permit Free**

No occupiers of the student accommodation hereby permitted, with the exception of blue badge holders, shall apply to London Borough of Newham for a parking permit or retain such permit, and if such permit is issued it shall be surrendered to the Council within seven days of written demand.

Reason: To avoid obstruction of the surrounding streets.

#### **35. London Underground/DLR Infrastructure Protection**

Save for Enabling Works, and prior to the commencement of the development the detailed design and method statements (that shall include details of consultation with TfL Infrastructure Protection) for the development have been submitted to and approved in writing by the local planning authority which include:

- (a) tower Crane base design (including certification), Risk Assessment and Method Statement for siting, erection, lifting arrangements, operational procedure (including any radio communications), jacking up, derigging in addition to plans for elevation, loads, radius, slew restrictions and collapse radius. No cranes should be erected or dismantled until TfL Infrastructure Protection Engineer's approval has been obtained in writing;
- (b) accommodate ground movement arising from the proposed construction;
- (c) mitigate the effects of noise and vibration arising from the adjoining railway operations within the structures.

Reason: To ensure safe development and avoid impact on London Underground/DLR Infrastructure.

### **NOISE**

#### **36. Mechanical Equipment and/or Building Services Plant Noise**

The rating level of the proposed plant should not exceed the following:

##### Within the development

- For non-emergency plant: not to exceed 10dB below the typical background level (with reference to BS4142: 2014+A1:2019) at 1.0m from the receptor window;
- For emergency plant: not to exceed the typical daytime background level +10dB at 1m from receptor window;

##### Other Buildings

- For non-emergency plant: not to exceed 10dB below the typical background level at 1.0m from receptor window;
- For emergency plant: not to exceed 45dB at 1.0m from receptor window.

The plant shall be serviced regularly in accordance with the manufacturer's instructions and as necessary to ensure that the requirements of the condition are maintained.

Reason: To ensure that the occupiers and users of the development and surrounding area 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).

### **37. Noise Levels – Internal Noise Levels**

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

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

The composite sound reduction of the building envelope (including openings or vents for background ventilation) should ensure that appropriate internal noise levels can be achieved.

Reason: To ensure that the occupiers and users of the development amenity are not adversely affected by excessive noise from environmental and transportation sources and to be in accordance with Policy BN11 of the Local Plan 2020.

### **38. Noise from construction**

Construction Noise levels at any occupied surrounding property shall not exceed 75dB LAeq (10 hour) measured at 1.0m from the façade of the building, during the hours from 08:00 to 18.00 Monday-Friday, 75dB LAeq (5 hour) during the hours from 08:00 to 13:00 on Saturday except with the prior approval of the Local Authority, under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction in accordance with Policy BN12 of the Local Plan 2020.

### **39. F1 Café/Restaurant/Hot food takeaway/public house/ drinking establishments**

Prior to first operation of the use hereby permitted, a report, identifying:

- the grease trap or grease digester system to be installed within any commercial kitchen, including full manufacturer's specifications;
- any kitchen extraction system or other mechanical plant associated with the commercial operation of any such unit, including full specifications of all filtration, noise, vibration and odour control systems
- sound insulation between residential and non-residential use, demonstrating compliance with International Organization for Standardization Noise Rating curves (NR):
  - NR 25 in bedrooms (2300 to 0700)
  - NR 30 in all habitable rooms (0700 to 2300)
  - If there is a distinguishable tone the NR curves should be reduced to NR 20 and NR 25 respectively.

- Noise Rating curves should be measured as a 15 minute linear Leq at the octave band centre frequencies 31.5 Hz to 8 kHz; and
- that at all times the operational plant on site shall not give rise to a BS4142 rating level greater than 10 dB below the background noise level at the nearest or worst affected property.

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

The approved schemes shall be implemented in accordance with the approved details prior to first occupation of the development hereby permitted and permanently maintained thereafter.

Reason: To preserve nearby amenity.

## **MANAGEMENT**

### **40. Service and Delivery Plan**

The development shall not be occupied until a delivery and servicing management plan (DSMP) detailing how all elements of the development are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved details shall be implemented from first occupation of that part of the development and thereafter for the life of the development on the respective area of land.

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

### **41. Waste and Recycling Management**

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

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

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area.

### **42. Student Management Plan**

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

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

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

Reason: To ensure appropriate operation and management of student accommodation and to limit disturbance to surrounding residential occupiers.

#### **43. Estate Management Plan**

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

Reason: To ensure that the development is completed and operated with good quality public realm spaces, and with appropriate management and maintenance procedures in place.

#### **44. Adaptable & Wheelchair Accessible Student Accommodation**

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

All communal areas and accesses hereby permitted shall be constructed to inclusive and comply with Part M of the Building Regulations.

Reason: To secure appropriate access for disabled people, older people, people with mobility constraints and additional needs.

#### **45. Accessibility Management Plan**

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

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

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

Reason: To ensure an inclusive environment

#### **46. Digital Connectivity Infrastructure**

Prior to commencement of above ground works detailed plans shall be submitted to and approved in writing by the local planning authority demonstrating the provision of sufficient ducting space for full fibre connectivity infrastructure within the development. The development shall be carried out in accordance with these plans and maintained as such in perpetuity.

Reason: To provide high quality digital connectivity infrastructure to contribute to London's global competitiveness.

### **SUSTAINABILITY**

#### **47. BREEAM**

- (a) Prior to any fit out works, a design stage BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given;
- (b) Within 12 months of practical completion, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) 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 accordance with policies S2 and S4 of the Local Plan 2020

#### **48. Photovoltaics**

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

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



Reason: To ensure that the development meets a high standard of sustainable design, and that the construction incorporates renewable technologies

#### **49. Ventilation Strategy**

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

Reason: To ensure that accommodation within the development is appropriately ventilated and achieves a suitable level of internal air quality.

#### **50. Circular Economy Statement**

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

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

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

#### **51. Circular Economy - Post-construction monitoring report**

Within 3 months of first occupation of the development a post-construction monitoring report should be completed in line with the GLA's Circular Economy Statement Guidance (March 2022).

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

Reason: In the interests of sustainable waste management and in order to maximise the re-use of materials.

#### **52. Whole Life Cycle Assessment**

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

The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used.

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

## **PERMITTED DEVELOPMENT**

### **53. Advertisements – Restrictions**

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

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

## **INFORMATIVE**

### **1. IK07 Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)**

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

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

### **2. Thames Water – Piling Method Statement**

Please read guide 'working near our assets' to ensure your workings will be in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes> Should you require further information please contact Thames Water. Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk) Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

As you are redeveloping a site, there may be public sewers crossing or close to your development. If you discover a sewer, it's important that you minimize the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes. <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes>

As required by Building regulations part H paragraph 2.36, Thames Water requests that the Applicant should incorporate within their proposal, protection to the property to prevent sewage flooding, by installing a positive pumped device (or equivalent reflecting technological advances), on the assumption that the sewerage network may surcharge to ground level during storm conditions. If as part of the basement development there is a proposal to discharge ground water to the public network, this would require a Groundwater Risk Management Permit from Thames Water. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures will be undertaken

to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing [trade.effluent@thameswater.co.uk](mailto:trade.effluent@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk](http://www.thameswater.co.uk). Please refer to the Wholesale; Business customers; Groundwater discharges section

### **3. Thames Water – Source Protection Strategy**

More detailed information can be obtained from Thames Waters' Groundwater Resources Team email [GroundwaterResources@Thameswater.co.uk](mailto:GroundwaterResources@Thameswater.co.uk) Tel: 0203 577 3603. Should the Local Planning Authority consider the above recommendation inappropriate or are unable to include it in the decision notice, it is important that the Local Planning Authority liaises with Thames Water Development Planning Department (telephone 0203 577 9998) prior to the planning application approval.

### **4. Water Network Upgrades**

The developer can request information to support the discharge of this condition by visiting the Thames Water website at [thameswater.co.uk/preplanning](http://thameswater.co.uk/preplanning). Should the Local Planning Authority consider the above recommendation inappropriate or are unable to include it in the decision notice, it is important that the Local Planning Authority liaises with Thames Water Development Planning Department (telephone 0203 577 9998) prior to the planning application approval.

### **5. Informative – Thames Water**

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

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

### **6. Informative – Thames Water**

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

### **7. Secure by Design**

The applicant must seek advice of the Metropolitan Police Service - Designing Out Crime Officers (DOCOs) in advance of any support submissions for the release for any relevant security related or SBD conditions. The services of MPS DOCOs are available free of charge and can be contacted via [docomailbox.ne@met.police.uk](mailto:docomailbox.ne@met.police.uk).

### **Proactive and Positive Statement**

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

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

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

Dated this: [XXXX]

*A Hollingsworth*

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

DRAFT

## London Legacy Development Corporation

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

#### Appeals to the Secretary of State

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

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

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

#### Purchase Notice

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