

DATED 9 August **2019**

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) TCHW PROPERTIES LIMITED

(3) PL CLUB 10 LIMITED

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990
and all other powers enabling
relating to 34-38 Wallis Road, London E9 5LH



Pinsent Masons

CONTENTS

Clause		Page
1	INTERPRETATION	1
2	EFFECT OF THIS AGREEMENT	6
3	CONDITIONALITY	7
4	THE DEVELOPER'S COVENANTS WITH THE LPA	8
5	THE LPA'S COVENANTS WITH THE DEVELOPER	8
6	NOTICES	9
7	SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	9
8	VERIFICATION AND ENFORCEMENT	10
9	DISPUTE RESOLUTION	10
10	NO WAIVER	11
11	DUTY TO ACT REASONABLY AND IN GOOD FAITH	11
12	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	11
13	THE LPA'S COSTS	11
14	FINANCIAL CONTRIBUTIONS AND INDEXATION	11
16	INTEREST	11
17	JURISDICTION AND LEGAL EFFECT	12
	SCHEDULE 1 - SUSTAINABLE TRANSPORT	13
	SCHEDULE 2 - TRAVEL PLAN	15
	SCHEDULE 3 - EMPLOYMENT AND TRAINING	18
	SCHEDULE 4 - SUSTAINABILITY	21
	SCHEDULE 5 - DESIGN MONITORING	23
	SCHEDULE 6 - ESTATE MANAGEMENT	25
	SCHEDULE 6 - PUBLIC OPEN SPACE	25
	SCHEDULE 7 - OPERATIONAL MANAGEMENT	27
	SCHEDULE 8 - HERITAGE ASSET CONTRIBUTION	28
	APPENDIX 1 - PLAN 1 – SITE PLAN	30
	APPENDIX 2 - PLAN 2 – BLUE BADGE SPACES	31
	APPENDIX 3 - PLAN 3 – HIGHWAY WORKS	32

APPENDIX 4 - PLAN 4 – LOADING BAY	33
APPENDIX 5 - PLAN 5 - PAOS	34
APPENDIX 6 - DRAFT PLANNING PERMISSION	35

THIS AGREEMENT is made on

9 August

2019

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **TCHW PROPERTIES LIMITED** (Registered in Jersey Company Number 127224) whose registered office is Fifth Floor, 37 Esplanade Street, St Helier, Jersey JE1 2TR (the "**Owner**"); and
- (3) **PL CLUB 10 LIMITED** (Company number 12028260) whose registered office is at 6th Floor, 9 Argyll Street, London, England, W1F 7TG (the "**Mortgagee**")

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 Owner has a freehold interest in the Site which is to be registered at the Land Registry with Title Number 425652 relating to the Site.
- (C) The Mortgagee entered into a charge dated 12 June 2019 in respect of the Site which is to be registered on Title Number 425652 and has agreed to enter into this deed to give its consent to the terms of the Agreement.
- (D) The Planning Application was validated by the LPA on 4 January 2019.
- (E) On 26 March 2019 the LPA resolved that it was minded to grant the Planning Permission subject to (*inter alia*) the completion of this Agreement.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other 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
"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
"Building"	means a building comprised in the Development

"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) the Preparatory Works and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"Completed"	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 "Complete" and "Completion" shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"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 Tower Hamlets and its successor in function
"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
"Highway Authority"	means the Council and/or TfL or their successors in function
"Index"	means the All-in Tender Price Index or a different index that the LPA deems to be more appropriate
"Indexed"	means in relation to an sum that it is to be increased in accordance with Clauses 14.2 and 14.3
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Occupy", "Occupied" and "Occupation"	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
"Off Site"	means on land outside the Site

"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them
"Plan 1"	means the plan attached at Appendix 1 of this Agreement showing the Site
"Plan 2"	means the plan attached at Appendix 2 of this Agreement showing the Blue Badge Spaces
"Plan 3"	means the plan attached at Appendix 3 of this Agreement showing the Highway Works
"Plan 4"	means the plan attached at Appendix 4 of this Agreement showing the Loading Bay
"Plan 5"	means the plan attached at Appendix 5 of this Agreement showing the PAOS
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 19/00004/FUL by the LPA for the demolition of the existing boundary wall and redevelopment of the Site for a mixed use development comprising a 240 bedroom hotel (Class C1), light industrial workspace (Class B1(c)), co working space (Class B1(a)), restaurant (Class A3) and flexible space for retail, food and drink uses (Class A1/A3/A4) including landscaping, plant and associated works
"Planning Permission"	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 6
"Preparatory Works"	means the following enabling works: <ul style="list-style-type: none"> (a) archaeological investigations; (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions; (c) site clearance; (d) 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

"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"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
"Substantial Implementation"	means Commencement of Development has occurred in addition to the following: <ul style="list-style-type: none"> (a) the Preparatory Works have been completed; (b) all ground works have been completed; and (c) construction up to the 1st floor of the Building(s) have been completed and "Substantially Implement" and "Substantially Implemented" shall be construed accordingly
"TfL"	means Transport for London or its successor in function
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

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 Owner
 - (b) persons deriving title from the Owner; and
 - (c) the Owner'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 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 or lessees of individual units of Workspace (as defined in Schedule 3) who are in physical Occupation of such units; and
- 2.4.3 individual occupiers of the rooms in the Hotel (as defined in Schedule 7) who are in physical Occupation of such rooms.
- 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 Developer) modified.
- 2.10 Subject to Clause 2.11 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. **CONDITIONALITY**

- 3.1 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, Clauses 2, 6, 9, 11, 13 and 17 which shall come into effect immediately upon completion of this Deed.

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

4.1 The Developer on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:-

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

4.1.2 not encumber or otherwise deal with 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 14 Working 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 14 Working Days of the notice and the notice shall confirm and provide evidence that this is the case.

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 The LPA covenants to deal with matters submitted for approval pursuant to this Agreement as soon as reasonably possible and not unreasonably withhold or delay approval pursuant to this Agreement.

5.3 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.

5.4 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.

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

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 5.3 to 5.5 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 10
1 Stratford Place
Montfichet Road
London E20 1EJ

For the attention of: Anthony Hollingsworth

Owner:

Address: Fifth Floor, 37 Esplanade Street, St Helier, Jersey
JE1 2TR

For the attention of: James Amos

Mortgagee:

Address: 6th Floor, 9 Argyll Street, London, England, W1F 7TG

For the attention of: James Gallagher

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 seven 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. **THE LPA'S COSTS**

The Developer agrees that it will on completion of the Agreement pay the LPA's reasonable legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement) up to a maximum of £5,000 plus VAT.

14. **FINANCIAL CONTRIBUTIONS AND INDEXATION**

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

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

14.3 Where any sum or value is referred to in this Agreement (but is not the subject of 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.

15. **MORTGAGEE**

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Site shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

16. **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.

17. **JURISDICTION AND LEGAL EFFECT**

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

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

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

SCHEDULE 1

SUSTAINABLE TRANSPORT

1. DEFINITIONS

"Blue Badge Space"	means a maximum of one blue badge space to be provided at the Site as shown on Plan 2 in accordance with this Schedule
"Bus Service Contribution"	means the sum of £36,500 (Indexed) which shall be used by the LPA towards the provision of enhanced bus services on Wallis Road
"Car Parking Delivery and Management Strategy"	means a strategy for the delivery and management of the Blue Badge Space and Loading Bay to include (but not limited to):- (a) the layout and location of the Blue Badge Space and Loading Bay (b) the timescale for the delivery of the Blue Badge Space and Loading Bay (c) the process for the review of the effectiveness of the strategy and the inclusion of any required amendments
"Highway Agreement"	means an agreement under s.278 and/or s.35 of the Highways Act 1980
"Highway Contribution"	means the sum of £41,500 (Indexed) which shall be used by the LPA towards local public realm, connectivity and wayfinding in the area immediately surrounding the Site
"Highway Safety Contribution"	means the sum of £50,000 (Indexed) which shall be used by the LPA towards the monitoring of highway safety and construction works, including the funding of temporary safety measures and crossing patrol officers
"Highway Works"	means the highway works including public footway improvement works along White Post Lane, Wallis Road and Hepscott Road as shown on Plan 3
"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
"Loading Bay"	means the loading bay to be provided at the Site as shown on Plan 4 in accordance with this Schedule

2. CAR PARK DELIVERY AND MANAGEMENT STRATEGY

- 2.1 Prior to the Commencement of Development the Developer shall submit the Car Parking Delivery and Management Scheme (prepared in consultation with the Highway Authority) and obtain approval of the LPA.
- 2.2 The scheme approved in accordance with paragraph 2.1 shall thereafter be delivered for the lifetime of the Development.

3. **HIGHWAY AGREEMENT**

- 3.1 Prior to the Completion of the Development the Developer shall enter into a Highway Agreement with the Council for the provision of the Highway Works.
- 3.2 The Highway Works shall be completed in accordance with the Highway Agreement and completed no later than the Occupation of the Development.
- 3.3 The Highway Works shall thereafter be delivered in accordance with the Highway Agreement.

4. **CONTRIBUTIONS**

- 4.1 To pay the Highway Contribution to the LPA prior to the Occupation of Development.
- 4.2 To pay the Bus Service Contribution to the LPA prior to the Occupation of Development.
- 4.3 To pay the Highway Safety Contribution to the LPA prior to the Commencement of Development.

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.

SCHEDULE 2

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the approved Travel Plan
"Monitoring Period"	means the period of time starting from six months after First Occupation until five years after First Occupation of the final Building to be Completed
"Sustainable Transport Measures"	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"Travel Plan"	means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
"Travel Plan Monitoring"	means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked (b) monitoring of the usage of the car parking which is available for use in the Development and (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
"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) 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 following First Occupation of the Development and thereafter annually on a rolling basis

2. TRAVEL PLAN

2.1 Prior to the Commencement of Development the Developer shall:-

2.1.1 submit and obtain the LPA'S approval to a Travel Plan; and

2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

2.2 The Travel Plan to be submitted pursuant to paragraph 2.1 shall:-

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

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

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

2.2.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTe';

2.2.5 contain measures aimed at:-

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

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

(c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

2.2.6 include a parking review plan which sets out:-

(a) a strategy for periodic review of the parking spaces; and

(b) a strategy for periodic review of blue badge parking spaces to ensure that 1 parking space is provided for each resident or employee who is a disabled motorist in line with London Plan policy.

2.2.7 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.

2.3 The Developer shall implement the approved Travel Plan during the life of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.

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

3. TRAVEL PLAN MONITORING

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

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

3.3 Prior to the submission of a report referred to in paragraph 3.2 the Developer shall agree the structure of that report with the LPA.

3.4 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 the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

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

4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

SCHEDULE 3

EMPLOYMENT AND TRAINING

1. DEFINITIONS

"Affordable Workspace"	means:- <ul style="list-style-type: none">(a) all B1(c) floorspace provided at ground level which shall be offered to future end-user occupiers at a rate of £8 per square foot (excluding service charge utility bills and rates) and a reasonable service charge as approved by the LPA(b) all B1(a) floorspace provided at mezzanine level which will be offered to future end-user occupiers at 75% of the current market rate (excluding service charge utility bills and rates) and a reasonable service charge as approved by the LPA(c) for a period of five years
"Affordable Workspace Plan"	means a plan showing the location of the Affordable Workspace within the Development
"Council's Area"	means the administrative area of the Council
"Legacy Communities Scheme Careers Programme Group"	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
"Local Labour and Business Schemes"	means the following schemes:- <ul style="list-style-type: none">(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
"London Living Wage"	means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA
"Outline Workplace Strategy"	means an outline draft written strategy setting out an indicative approach to how the Workspace will be designed and marketed to meet the needs of small local companies and businesses
"Shell and Core"	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry
"Workspace"	means the 648 metres square of B1(c) floorspace and 728 meters square of B1(a) floorspace within the Development to be used as commercial floorspace as authorised by the Planning Permission
"Detailed Workspace"	means a detailed written strategy based on the approach

Strategy"

approved in the Outline Workspace Strategy and identifying how:-

- (a) the Workspace has been and will be designed and marketed to meet the needs of small local companies and businesses; and
- (b) how a maximum level of B1(a) and B1(c) floorspace will be secured;
- (c) how the Affordable Workspace will be allocated to local companies and businesses and thereafter managed in accordance with the Council's approval workspace providers list; and
- (d) how the inter relation between the Workspace and the other uses on the Site will be managed including the appointment of an estate manager

2. DELIVERY OF WORKSPACE

2.1 Prior to Commencement of Development the Developer shall submit and obtain the LPA's approval to the Affordable Workspace Plan and thereafter construct the Affordable Workspace in accordance with the approved Affordable Workspace Plan.

2.2 The Hotel shall not be Occupied until all of the Workspace has been completed to Shell and Core.

3. WORKSPACE STRATEGY

3.1 Prior to the Commencement of the Development the Developer shall submit the Outline Workspace Strategy to the LPA and obtain their approval.

3.2 Prior to the Completion of the Development the Developer shall submit the Detailed Workspace Strategy to the LPA and obtain their approval.

3.3 The Developer shall not less than once a year from the date of the First Occupation of the first part of the Workspace until the date on which all Workspace is Occupied:-

3.3.1 review the effectiveness of the Detailed Workspace Strategy; and

3.3.2 submit to the LPA for approval a report detailing the effectiveness of the Detailed Workspace Strategy and any proposed amendments thereto.

3.4 The Developer shall implement the approved Detailed Workspace Strategy (as may be amended in accordance with paragraph 3.3 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

4. LOCAL LABOUR AND LOCAL BUSINESS

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

4.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;

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

- 4.1.3 the recruitment of persons living in the Council's Area accounts for 25% of the construction jobs arising from the Development;
- 4.1.4 the recruitment of persons living in the Council's Area accounts for a total of between 25% and 85% of the end-use jobs at the Development;
- 4.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage; and
- 4.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
- 4.1.7 work-based learning opportunities are provided at the Development, including not less than 1 apprenticeship opportunities during construction and 1 apprenticeship opportunity during the operation of the Development,

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

4.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:-

- 4.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;
- 4.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area; and
- 4.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

SCHEDULE 4
SUSTAINABILITY

1. DEFINITIONS

- "District Energy Network"** means the Queen Elizabeth Olympic Park district energy network
- "Future Proofing Measures"** means future proofing measures within the Development including but not limited to heating system tap-offs and identified distribution routes to enable:-
- (a) future expansion of the On Site CHP Plant, if provided, to any future nearby and existing developments; and
 - (b) future connection of the Development to the District Energy Network or any alternative Off Site district energy network
- "On Site CHP Plant"** means the On Site energy centre located at the Site including a communal boiler system

2. CONNECTION TO ENERGY NETWORK

- 2.1 The Developer covenants to use Reasonable Endeavours to procure that the Development is designed to as to allow:
- 2.1.1 the extension of the District Energy Network to the Site; and
 - 2.1.2 (as an alternative in the event that the extension of the District Energy Network to the Site is not enabled) the extension of an Off Site district energy network including but not limited to negotiations with the other landowners where the Off Site district energy network is located.
- 2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted:
- 2.2.1 a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above; and
 - 2.2.2 a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.2 above.
- 2.3 If the report submitted to the LPA pursuant to paragraph 2.2.1 demonstrates that it will be possible to extend or procure the extension of the District Energy Network to the Site, no Building shall be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a connection to an Off Site district energy network shall have no further effect.
- 2.4 If the report submitted pursuant to paragraph 2.2.1 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible to connect all Buildings to an Off Site district energy network, no Building shall be Occupied unless and until it has been connected to the Off Site district energy network.
- 2.5 If the report submitted pursuant to paragraph 2.2.1 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network and the report submitted pursuant to paragraph 2.2.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to an Off Site

district energy network then the Developer shall provide the On Site CHP Plant and no Building shall be Occupied unless and until it has been connected to the On Site CHP Plant.

2.6 Save where the District Energy Network is extended to the Site:-

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

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

2.6.3 no part of the Development shall be Occupied unless and until the Developer has submitted a report to the LPA demonstrating that the approved Future Proofing Measures have been incorporated within the relevant part of the Development.

3. **REDUCTION OF ENERGY DEMAND**

3.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):-

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

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

3.1.3 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).

4. **BREEAM**

The Developer shall use Reasonable Endeavours to achieve a BREEAM Excellent rating for the Development.

SCHEDULE 5

DESIGN MONITORING

1. DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
- "Architect"** means Hawkin Brown
- "Design Monitoring Costs"** means the monies paid in accordance with 3.1.2 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 construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
- "Development"** 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
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of these details (the **"Design Team Statement"**):-
- 2.1.1 an application pursuant to Conditions 8 (Material Samples), 14(b) (Cycle Storage and Facilities), 21 (Biodiversity Enhancements), 22 (Biodiverse Roof) and 26 (Designing Out Crime);
- 2.1.2 an application for a S96A Amendment; and
- 2.1.3 an application for a S73 Permission.
- 2.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and shall inform the LPA if the design team shall change during the construction of the Development until its Completion.

3. DESIGN MONITORING COSTS

- 3.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 above and overseeing the construction of the Development) the Developer shall forthwith:-
- 3.1.1 notify the LPA of such non-retention; and

- 3.1.2 pay to the LPA within 10 Working Days of written demand from the LPA the Design Monitoring Costs and it is agreed that:-
- (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
 - (b) the LPA may make more than one demand for payment of Design Monitoring Costs; and
 - (c) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent,

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (Indexed).

4. **RESTRICTION ON DEVELOPMENT**

4.1 The Development shall not Commence until the Developer has either:-

- 4.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or
- 4.1.2 paid the first instalment of the LPA's Design Monitoring Costs, if demanded in line with paragraph 3.1.2, if the Architect has not been retained to oversee the design quality of the Development.

4.2 No Development shall be Commenced if the LPA's Design Monitoring Costs have not been paid following demand in accordance with paragraph 3.1.2.

SCHEDULE 6

PUBLIC OPEN SPACE

1. DEFINITIONS

"Detailed PAOS Delivery Plan"

means a detailed plan for the delivery and layout of the PAOS which shall be based on the approach detailed in the Outline PAOS Delivery Plan and contain at least the following information:-

- (a) the specification of the PAOS;
- (b) the timing of the delivery of the PAOS ; and
- (c) the proposed management and maintenance of the PAOS (including repair, renewal, cleaning and keeping tidy) for the lifetime of the Development

"Outline PAOS Delivery Plan"

means an outline draft plan setting out an indicative approach to the delivery and layout 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 three 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

"Public Realm Contribution" means the sum of £250,000 (Indexed) which shall be used by the LPA towards the improvement and/or provision of local public realm, connectivity and wayfinding including a pedestrian refuge or pedestrian crossing on Hepscott Road

2. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE

- 2.1 Prior to Commencement of the Development the Developer shall submit and obtain the LPA's approval to the Outline PAOS Delivery Plan.
- 2.2 Prior to Completion of the Development the Developer shall submit and obtain the LPA's approval to the Detailed PAOS Delivery Plan.
- 2.3 The Development shall be carried out and Occupied in accordance with the approved Detailed PAOS 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;

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 Detailed PAOS Delivery Plan.

4. PUBLIC REALM CONTRIBUTION

To pay the Public Realm Contribution to the LPA prior to the Occupation of the Development.

SCHEDULE 7

OPERATIONAL MANAGEMENT

1. DEFINITIONS

- "Hotel"** means the 240-bedroom hotel authorised by the Planning Permission
- "Hotel Management Strategy"** means the operational management strategy for the Hotel submitted and approved pursuant to paragraph 2 below

2. HOTEL MANAGEMENT STRATEGY

- 2.1 The Hotel shall not be Occupied until a Hotel Management Strategy has been submitted to the LPA for approval. The Hotel Management Strategy shall as a minimum set out detailed proposals for the following:-
- 2.1.1 the overall objectives of the Hotel Management Strategy including that the Hotel is required to be used solely in accordance with the Planning Permission
 - 2.1.2 an obligation for the Hotel operator to share booking records with the LPA on an annual basis or at any time upon specific written request by the LPA of any bookings of a guest for 90 or more days in any calendar year
 - 2.1.3 the management approach
 - 2.1.4 the site management procedure
 - 2.1.5 the procedure for the management of communal spaces
 - 2.1.6 the strategy for the upkeep of external public areas
 - 2.1.7 the strategy for proactive maintenance
 - 2.1.8 the strategy for reactive maintenance
 - 2.1.9 the procedure for out of hours emergency management
 - 2.1.10 the strategy for restricted vehicular parking and servicing arrangements
 - 2.1.11 details of access arrangements
 - 2.1.12 the check in / out process
 - 2.1.13 the strategy for waste disposal and recycling
 - 2.1.14 the management of food and beverages
- 2.2 No part of the Hotel shall be Occupied before the Hotel Management Strategy has been approved by the LPA.
- 2.3 The approved Hotel Management Strategy shall be implemented from First Occupation and thereafter for the lifetime of the Development.

SCHEDULE 8

HERITAGE CONTRIBUTION

1. **DEFINITIONS**

"Heritage Contribution" means the sum of £105,000 (Indexed) to be used by the LPA towards local heritage projects

2. **HERITAGE CONTRIBUTION**

To pay the Heritage Contribution to the LPA prior to Commencement of Development.

Executed as a Deed (but not delivered until the date of this Deed) by **LONDON LEGACY DEVELOPMENT CORPORATION** acting by affixing the Common Seal of **LONDON LEGACY DEVELOPMENT CORPORATION** in the presence of:-



Signature of Director
[Handwritten Signature]
(Lyn GARNER)
Signature of Director/Secretary

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

[Handwritten Signature]

For and on behalf of
VG Corporate
Director One Limited

Signature of Director

Full Name (Director)

Full Name (Director/Secretary)

[Handwritten Signature]

Signature of Director/Secretary

For and on behalf of
VG Corporate
Director Two Limited

Executed as a Deed (but not delivered until the date of this Deed) by **PL CLUB 10 LIMITED** acting by

[Handwritten Signature]

Signature of Director

DOUG FRIENDS

Full Name (Director)

CAROL CONWAY

Full Name (Director/Secretary)

Witness

Senior Associate

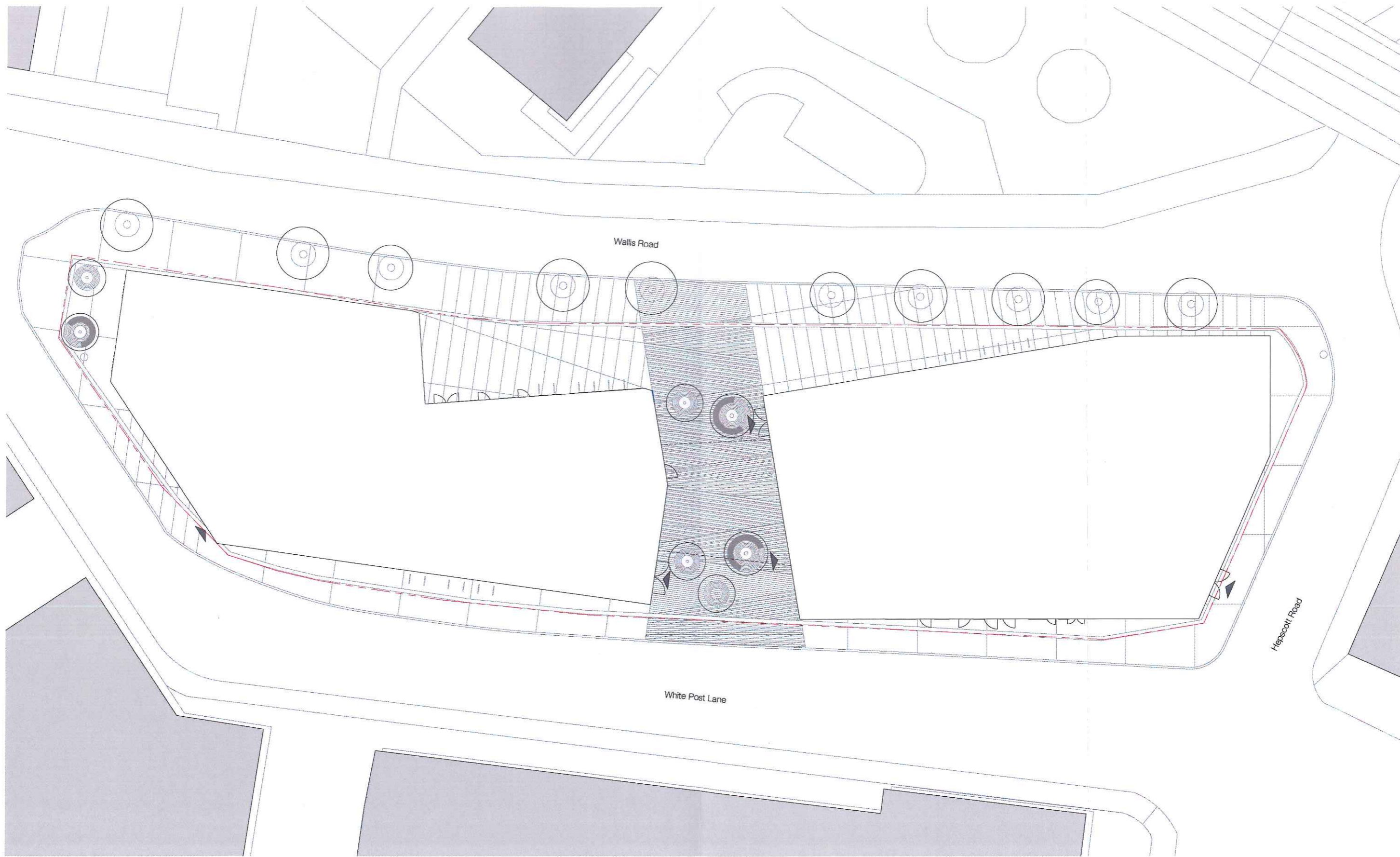
[Handwritten Signature]

Signature of Director/Secretary

Witness

DLA PIPER UK LLP
Princes Exchange
Princes Square
Leeds
LS1 4BY

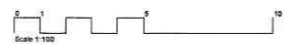
APPENDIX 1
PLAN 1 – SITE PLAN



Rev	Description	Date
01	Issued for information - sketch	12/07/19

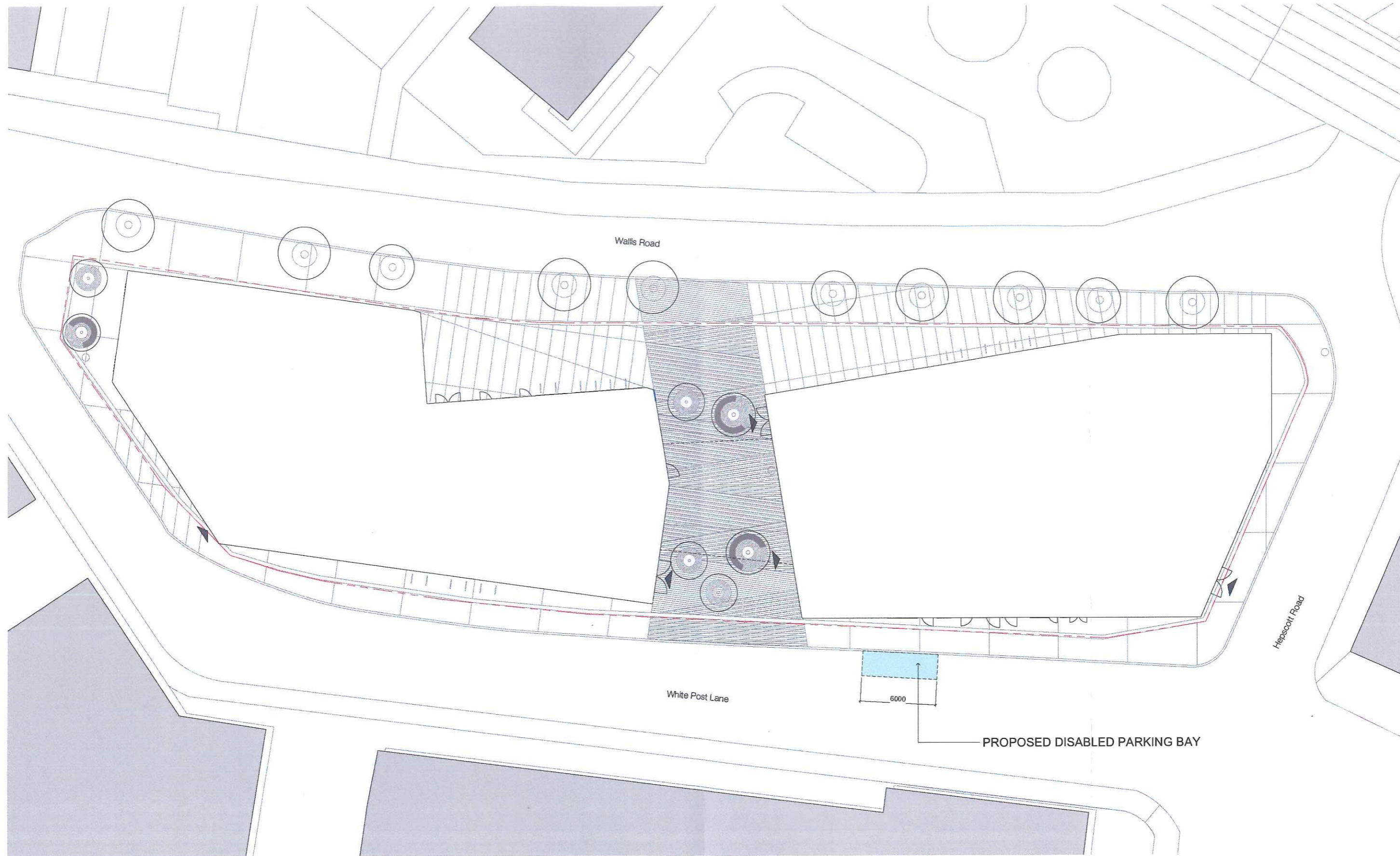
Copyright Hawkins/Brown Architects
 No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on the site by the contractor and such dimensions to be their responsibility. All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect. To be read in conjunction with Architect's specification and other consultant information.

— Site Boundary



Scale @ A0 As indicated	Date 07/12/19	Job Number 18072	Project 34-38 Wallis Road Hackney Wick	159 St John Street London EC1V 4JQ mal@hawkinsbrown.com hawkinsbrown.com
Drawn By MR	Checked By PK	Status S0		Hawkins Brown
Drawing No. HWR-HBA-A1-00-DR-A-SK-0020	Rev P1	Purpose of Issue For Information	Drawing Plan 1 - Proposed Site Plan (Ground Floor)	

APPENDIX 2
PLAN 2 – BLUE BADGE SPACES



PROPOSED DISABLED PARKING BAY

Rev	Description	Date
01	Issued for Information - Sketch	12.07.19

Copyright Hawkins\Brown Architects
 No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on the site by the contractor and such dimensions to be their responsibility. All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect. To be read in conjunction with Architect's specification and other consultant information.

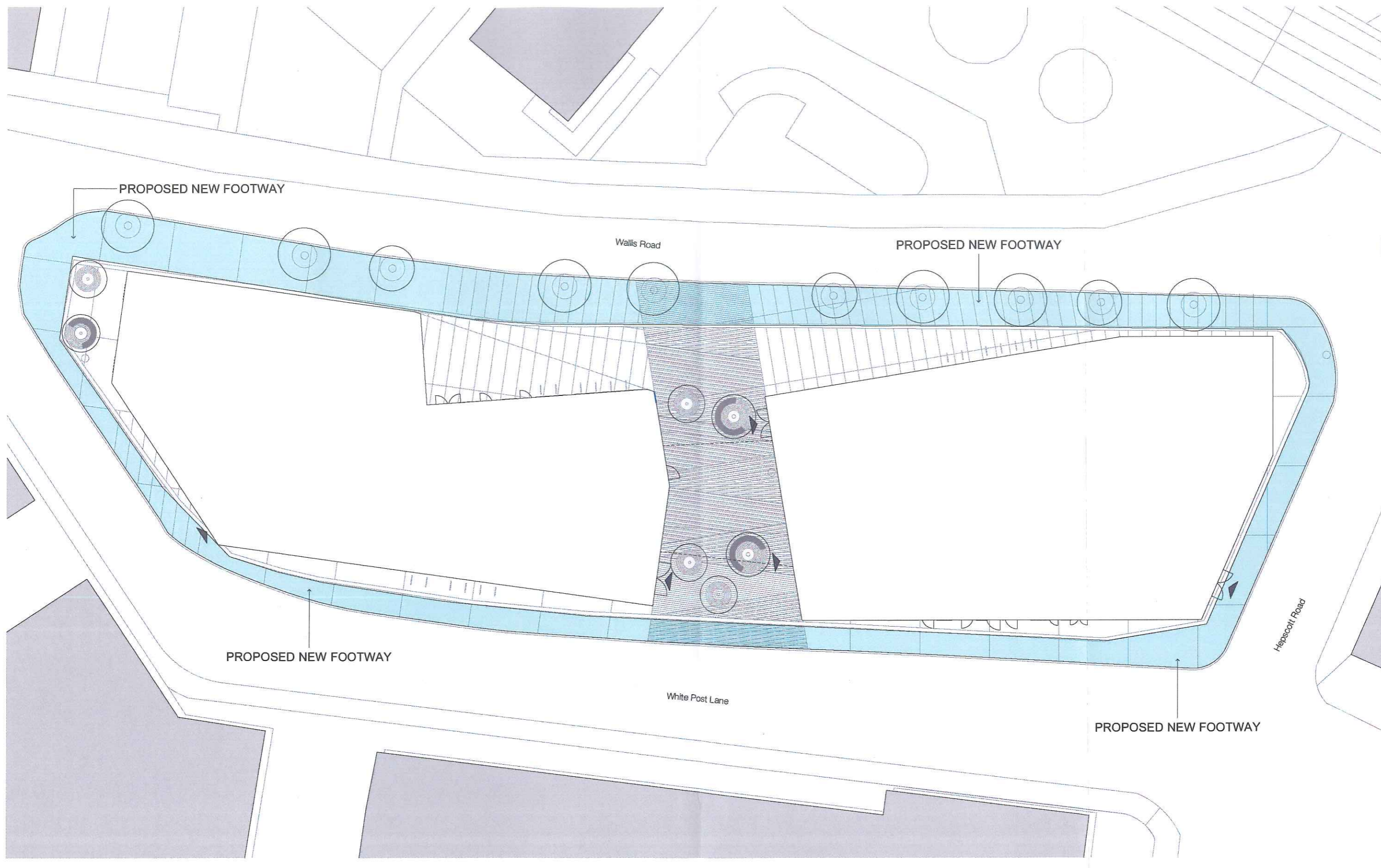
— Site Boundary



Scale @ A0 As indicated	Date 07/12/19	Job Number 18072	Project 34-38 Wallis Road Hackney Wick	159 St John Street London EC1V 4JQ mhb@hawkinsbrown.com hawkinsbrown.com
Drawn By MR	Checked By PK	Status S0		Hawkins\Brown
Drawing No. HWR-HBA-A1-00-DR-A-SK-0021	Rev P1	Purpose of Issue For Information	Drawing Plan 2 - Proposed Blue Badge Space	

APPENDIX 3

PLAN 3 – HIGHWAY WORKS



PROPOSED NEW FOOTWAY

Wallis Road

PROPOSED NEW FOOTWAY

PROPOSED NEW FOOTWAY

White Post Lane

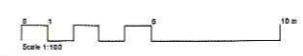
PROPOSED NEW FOOTWAY

Hepscoot Road

Rev	Description	Date
PT	Issue for Information - Sketch	12/07/19

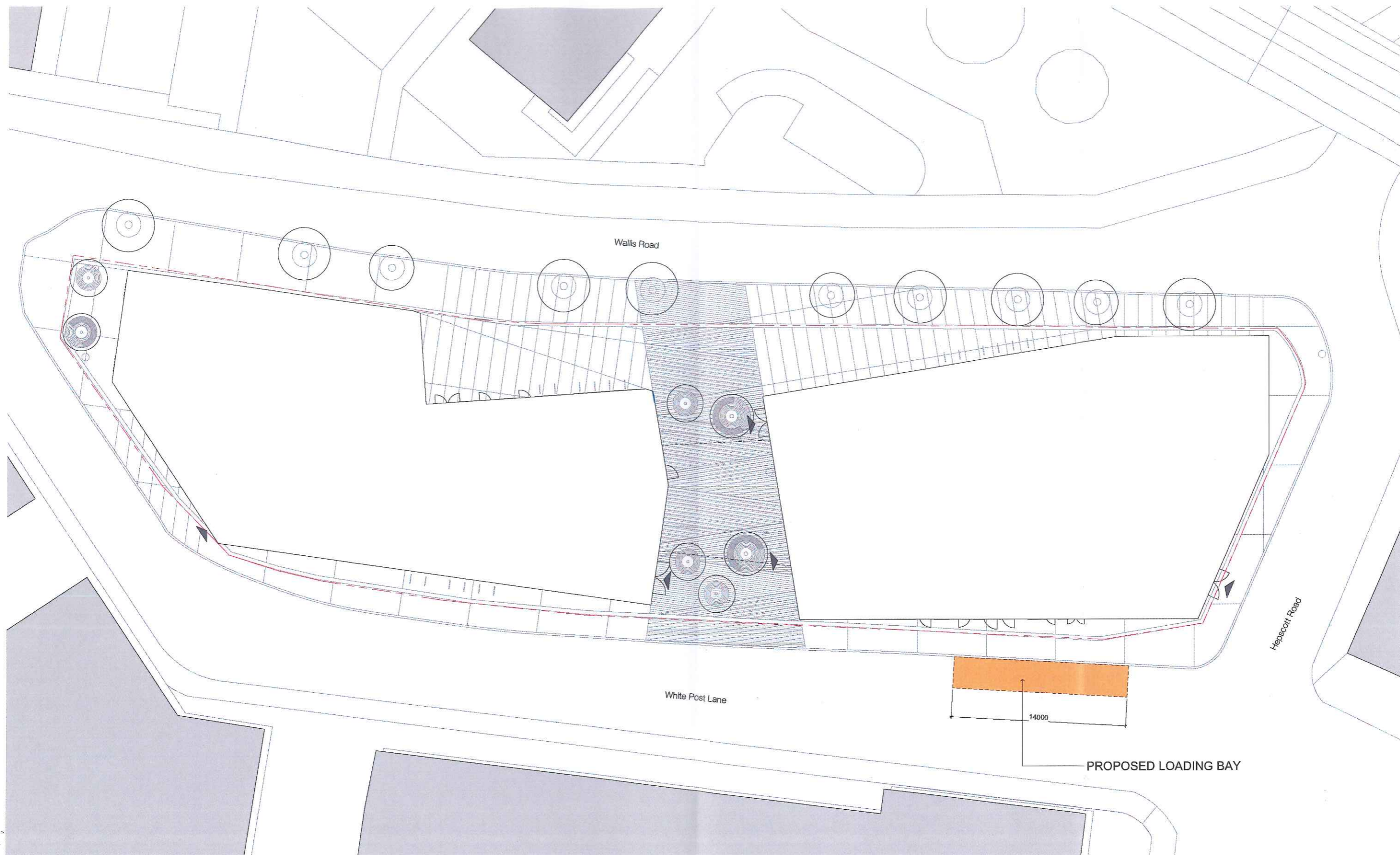
Copyright HawkinsBrown Architects
 No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on the site by the contractor and such dimensions to be their responsibility. All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect. To be read in conjunction with Architect's specification and other consultant information.

— Site Boundary



Scale @ A0 As indicated	Date 07/12/19	Job Number 18072	Project 34-38 Wallis Road Hackney Wick	199 St John Street London EC1V 4QJ m@hwbrown.com hwbrown.com
Drawn By MR	Checked By PK	Status S0		
Drawing No. HWR-HBA-A1-00-DR-A-SK-0022	Rev P1	Purpose of Issue For Information	Drawing Plan 3 - Proposed Highway Works	

APPENDIX 4
PLAN 4 – LOADING BAY



Rev	Description	Date
P1	Revised for information - Sketch	12/07/19

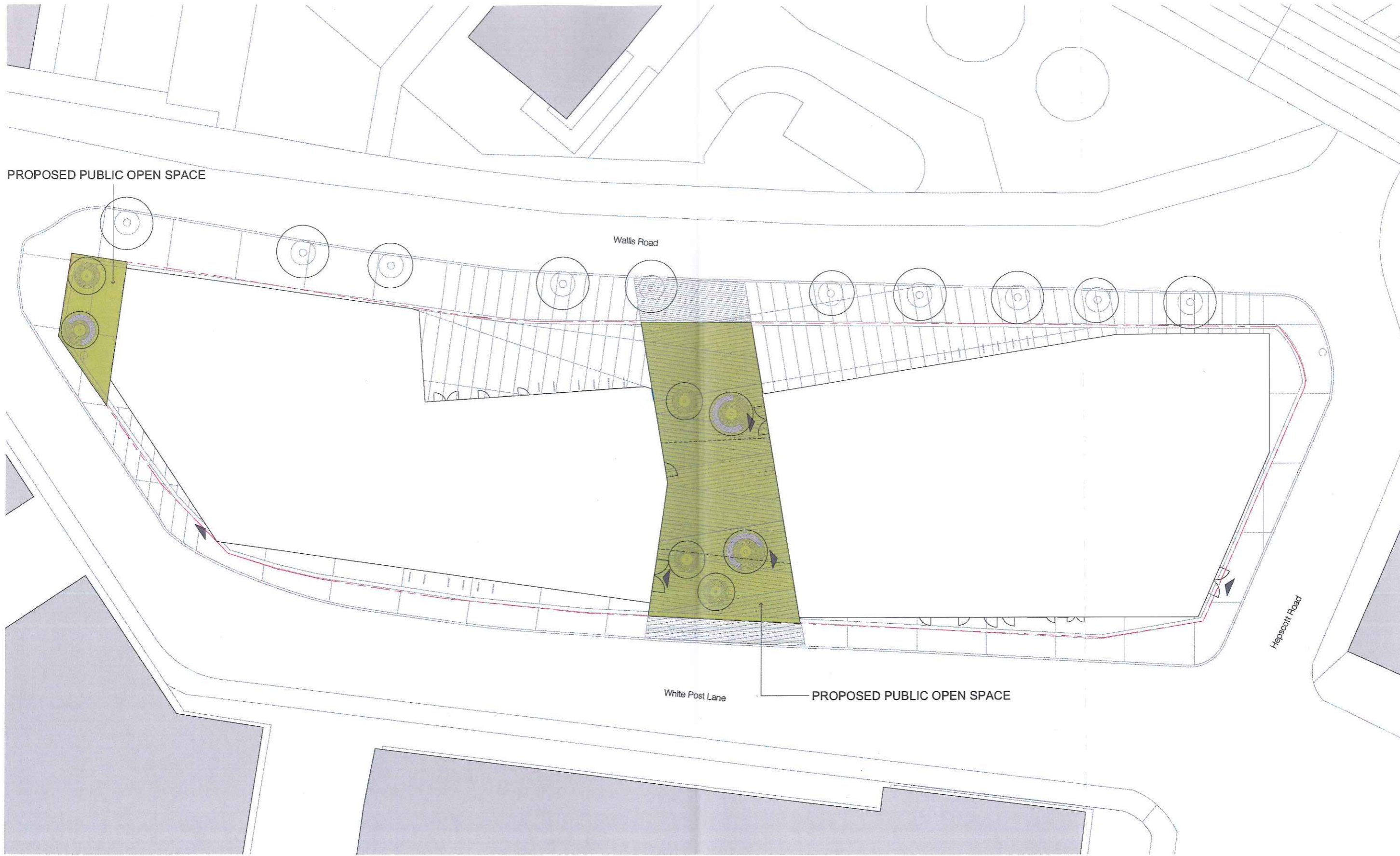
Copyright Hawkins/Brown Architects
 No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on the site by the contractor and such dimensions to be their responsibility. All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect. To be read in conjunction with Architect's specification and other consultant information.

— Site Boundary



Scale @ A0 As indicated	Date 07/12/19	Job Number 18072	Project 34-38 Wallis Road Hackney Wick	160 St John Street London EC1V 4QJ mail@hawkinsbrown.com hawkinsbrown.com
Drawn By MR	Checked By PK	Status S0	Drawing Plan 4- Proposed Loading Bay	
Drawing No. HWR-HBA-A1-00-DR-A-SK-0023	Rev P1	Purpose of Issue For Information		

APPENDIX 5
PLAN 5 – PAOS



PROPOSED PUBLIC OPEN SPACE

Wallis Road

Hepscoot Road

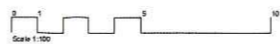
White Post Lane

PROPOSED PUBLIC OPEN SPACE

Rev	Description	Date
PT	Issued for Information - South	12/07/19

Copyright Hawkins/Brown Architects
 No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on the site by the contractor and such dimensions to be their responsibility. All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect. To be read in conjunction with Architect's specification and other consultant information.

— Site Boundary



Scale @ A0 As indicated	Date 07/12/19	Job Number 18072	Project 34-38 Wallis Road Hackney Wick	160 St John Street London EC1V 4DJ mail@hawkinsbrown.com hawkinsbrown.com
Drawn By MR	Checked By PK	Status S0		Hawkins Brown
Drawing No. HWR-HBA-A1-00-DR-A-SK-0024	Rev P1	Purpose of Issue For Information	Drawing Plan 5 - Proposed Public Open Space	

APPENDIX 5
PLAN 5 – PAOS

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

TCHW Properties Limited
C/o Agent

Agent

James Armitage-Hobbs
DP9 Ltd
10 Wall Mall
L
S 7 5NQ

Part I - Particulars of Application

Date of Application 04-Jan-2019

Application No: 19/0004/FUL

Proposal: The demolition of the existing boundary wall and development of the site for mixed use development comprising 240-bedroom hotel (Class C1), light industrial workspace Class B1c), co-working space (Class B1a), restaurant (Class A5) and flexible space for retail, food and drink uses (Class A1/A3/A4) including landscaping, plant and associated works.

Location: 34-38 Wallis Road, London, E9 5LH

Part II - Particulars of Decision

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:

1. Time limit

The development shall be commenced before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990.

2. Works in accordance with the approved plans

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

<TO BE INSERTED>

Reason: To ensure that all works are properly implemented and retained.

3. Demolition of boundary wall

There shall be no demolition of the existing boundary wall, at the time of commencement of the development hereby approved, which may give rise to a valid construction contract (under which one of the parties is obliged to carry out and complete the works of redevelopment of the site) has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the redevelopment of the site is secured prior to the demolition of the heritage wall and to preserve the historic environment in accordance with paragraph 198 of the NPPF.

4. Hotel Use

The Hotel (Use Class C1) hereby approved shall be used as a Hotel under Use Class C1 only and not for any other purposes, including as shared living units. For the avoidance of doubt the Hotel (Use Class C1) hereby approved shall not be used as permanent residential accommodation under Use Class C3, or shared living units and/or a Sui Generis use.

Reason: To ensure that the development is retained for hotel use and is not use for long-term residential purposes and to prevent circumvention of the housing policies of the Local Plan.

5. Noise Management Plan

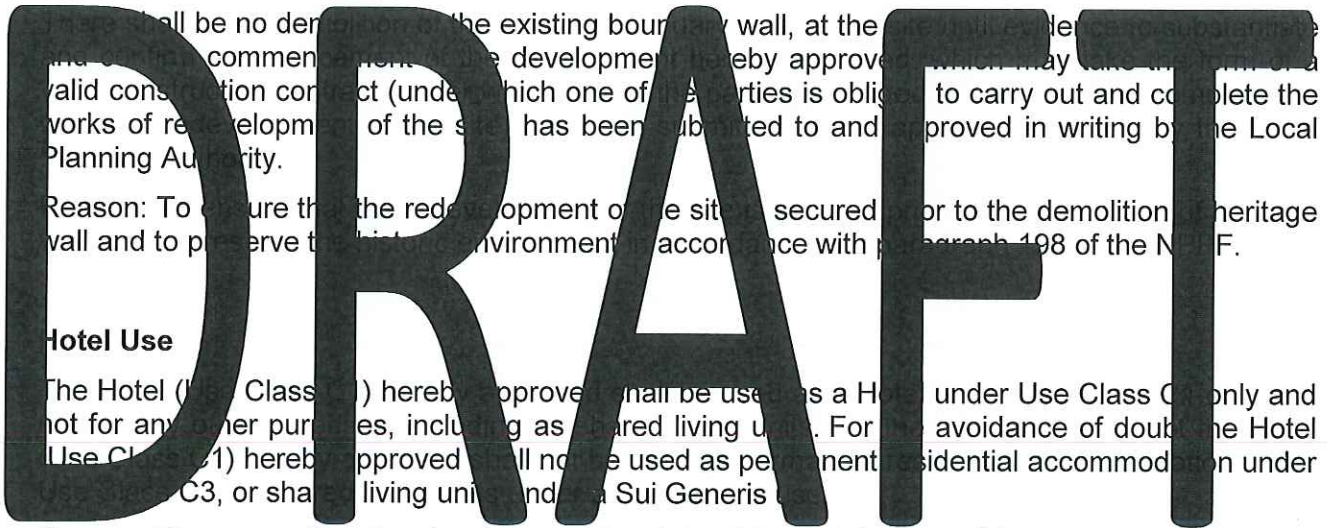
Prior to the first occupation of any Class A3 or Class A4 use within the development, a Noise Management Plan shall be submitted to and approved by the Local Planning Authority. The Noise Management Plan shall demonstrate how neighbouring amenity will be protected from the potential for adverse noise impacts.

Reason: To protect amenity and in accordance with policy BN.11 of the Local Plan.

6. Hours of operation

Details of hours of operation for all uses falling within A3 or A4 of the Use Classes Order 1987 (as amended) (or any subsequent replacement order) shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of any such use. The hours of operation shall remain as first approved and be complied with thereafter.

Reason: In the interests of amenity and in accordance with policy BN.11 of the Local Plan.



7. Accessible Hotel Bedrooms

Notwithstanding the details shown on the approved drawings, not less than 10% of the bedrooms hereby approved shall be provided prior to first use, and permanently retained thereafter, as wheelchair accessible bedrooms.

Prior to the commencement of the above ground works, revised hotel floor plan drawings showing 10% wheelchair accessible bedrooms shall be submitted to, and approved in writing by, the Local Planning Authority.

Reason: To ensure that a suitable quantum of accessible hotel bedrooms are provided and in accordance with policy 4.5 of The London Plan and policy BN.5 of the Local Plan.

8. Material Samples

Full details (including samples) of the materials to be used on all external surfaces (which for the avoidance of doubt shall also include hard landscaping) shall be submitted to and approved by the Local Planning Authority in writing prior to their use on site.

The development shall be carried out and permanently retained thereafter in accordance with the approved details.

To ensure that the Local Planning Authority is satisfied as to the details of the development,

9. Refuse storage

Prior to first occupation of the development, the refuse storage arrangements shown on drawing XXXX shall be provided and made available for use by the occupiers of the building and the facilities provided shall be retained for the life of the development and neither they nor the space they occupy shall be used for any other purpose.

Reason: To ensure that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the public from litter, odour and potential vermin or pest nuisance and in accordance with policy 5.6 of the Local Plan.

10. Construction Management Plan

Prior to the commencement of development, a site wide Construction Management Plan (CMP) shall be submitted to and approved in writing by the local planning authority. The CMP shall include, but not be limited to, the consideration of the following aspects of construction:

- a) The parking of vehicles of site operatives and visitors
- b) Delivery and collection times for construction purposes.
- c) Waste Management Plan, providing a statement of site-specific reuse and recycling objectives with appropriate targets.
- d) Noise and Vibration (including piling) impact / prediction assessment, monitoring, recording protocols and consideration of mitigation measures in accordance with BS 5528, 2009 - Code of Practice for Noise and Vibration Control on Construction and Open Sites Parts 1 - Noise and 2 - Vibration (or as superseded) including the use of best practical means to minimise noise and vibration disturbance from construction works.
- e) Site lighting details.
- f) Erection and maintenance of security hoardings, including decorative displays and facilities for public viewing, where appropriate;
- g) Access and protection arrangements around the site for pedestrians, cyclists and other road users, including specific measures to be implemented during school run hours (i.e. 7:30am to 9:00am, and 3:00pm to 4:30pm, on school days).

- h) Procedures for interference with public highways, (including public rights of way), permanent and temporary realignment, diversions and road closures.
- i) External safety and information signing and notices.
- j) Liaison, consultation and publicity arrangements including dedicated points of contact.
- k) Consideration of ecological and other sensitive receptors.
- l) Membership of the Considerate Contractors Scheme.
- m) Complaints procedures, including complaints response procedures.
- n) Location of Principal Contractors compound and method of moving materials, plant and equipment around the site.

The CMP shall assess the impacts during the construction phases of the development on the surrounding street network, nearby residential amenity and other occupiers together with means of mitigating any identified impacts.

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

Reason: To ensure the environmental impact of the construction of the development is adequately mitigated and in the interests of the amenity of nearby residents/occupiers and in accordance with policy T.4 of the Local Plan.

The development shall be carried out in accordance with the approved details to ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through construction that would require appropriate mitigation.

11. Construction Site Dust Control

Save for temporary development shall be commenced dust and emissions management plan has been submitted to and approved by the Local Planning Authority. The dust management plan shall include the following details:

- i) Demonstrate compliance with the standards in the GLA supplementary planning guidance: The control of dust and emissions during Construction and Demolition
- ii) The dust management strategy must include a risk assessment of dust generation for each phase of the demolition and construction. The assessment and identified controls must include the principles of prevention, suppression and containment and follow the format detailed in the guidance above. The outcome of the assessment must be fully implemented for the duration of the construction and demolition phase of the proposed development and include dust monitoring where appropriate.
- iii) where the outcome of the risk assessment indicates that monitoring is necessary, a monitoring protocol including information on monitoring locations, frequency of data collection and how the data will be reported to the Local Planning Authority;
- iv) details of dust generating operations and the subsequent management and mitigation of dust demonstrating full best practicable means compliance and covering construction activities, materials storage, on and off site haul routes, operational control, demolition, and exhaust emissions; and
- v) where a breach of the dust trigger level may occur a response procedure should be detailed including measures to prevent repeat incidence
- vi) Prior to the commencement of the development details of all plant and machinery to be used at the demolition and construction phases have been submitted to, and approved in writing by, the Local Planning Authority.

Reason: To protect local air quality and comply with Policy 7.14 of the London Plan and the GLA NRMM Low Emission Zone Policy and policy T.4 of the Local Plan.

12. Travel Plan

The approved Travel Plan, reference XXXX, shall be implemented upon first occupation of the development.

At the start of the second year of operation of the approved Travel Plan a detailed survey showing the methods of transport used by all those users of the building to and from the site and how this compares with the proposed measures and any additional measures to be taken to encourage the use of public transport, walking and cycling to the site shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To encourage sustainable means of travel and in accordance with policies 6.3, 6.9, 6.10 and 6.13 of The London Plan and policies T.4, T.7, T.8 and T.9 of the Local Plan.

13. Deliveries and servicing management plan

The approved Deliveries and Servicing Management Plan, reference XXXX, shall be implemented from first occupation of the development.

14. Cycle storage and facilities

A) Prior to the first occupation of the development the cycle storage facilities, as shown on drawing XXX, shall be provided and thereafter such facilities shall be maintained and the space used for no other purpose.

B) Notwithstanding the approved plans, showering, changing and locker facilities shall be provided in association with the long-term storage. Details of the showering, changing and locker facilities shall be submitted to, and approved in writing by the Local Planning Authority prior to the commencement of above ground works.

To ensure that satisfactory safe and secure bicycle parking facilities are provided and maintained for the benefit of the users and occupiers of the building and in accordance with policies 6.3 and 6.9 of The London Plan and policies T.4 and T.9 of the Local Plan.

15. BREEAM

Within six months of first occupation of the development, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) which demonstrates that a minimum of a 'Very Good' rating has been achieved shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be retained otherwise than in accordance with any such approval given.

If the 'Very Good' rating has not been met then details shall be provided of the additional mitigation measures that must be undertaken and a programme for their implementation. Any additional mitigation measures shall be implemented in accordance with the approved programme.

Reason: To ensure that high standards of sustainability are achieved and in accordance with policies 5.2, 5.3, 5.4A, 5.6, 5.7 and 5.9 of The London Plan and policies S.2 and S.3 of the Local Plan.

16. Ground contamination

Prior to the commencement of the development (other than above ground demolition works), the following information shall be submitted to, and approved in writing by, the Local Planning Authority:

1) A preliminary risk assessment which has identified: all previous uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors, potentially unacceptable risks arising from contamination at the site shall.

2) A site investigation scheme, based on the preliminary risk assessment (1) to all receptors that may be affected, including those off site. The preliminary risk assessment and scheme of investigation shall be agreed in advance with the Local Planning Authority before the investigation commences.

3) The results of the site investigation (2) and quantitative risk assessment of the results, and based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

4) A remediation implementation and verification method statement providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented in full as approved.

Reason: To ensure that risks from land contamination to future uses of the land and neighbouring land are minimised, together with those to 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 and in accordance with policy 5.21 of The London Plan and policy BN.13 of the Local Plan.

17. Remediation verification

No occupation of any development hereby permitted shall take place until a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted and approved, in writing by the Local Planning Authority. The report shall include sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation objectives and criteria have been met. It shall also include a long-term monitoring and maintenance plan, as identified in the verification method statement. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure that risks from land contamination to future uses of the land and neighbouring land are minimised, together with those to 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 and in accordance with policy 5.21 of The London Plan and policy BN.13 of the Local Plan.

18. Unexpected contamination

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with. The development may only recommence once the written approval of the Local Planning Authority has been obtained. The remediation strategy shall be implemented as approved.

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters and in accordance with policy 5.21 of The London Plan and policy BN.13 of the Local Plan.

19. Foundation works risk assessment (including piling method statement)

No foundation works (including piling) shall commence until a foundation works risk assessment, including a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, with measures to prevent and minimise the

potential for impact on groundwater, damage to subsurface water infrastructure, and the programme for the works), has been submitted to and approved in writing by the Local Planning Authority. Any foundations shall be undertaken in accordance with the terms of the approved foundation works risk assessment. The assessment shall be undertaken in accordance with the Environment Agency document 'Piling into contaminated sites' (2002).

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters and because the proposed works will be in close proximity to underground sewerage utility infrastructure and in accordance with policy 5.21 of The London Plan and policy BN.13 of the Local Plan.

20. Infiltration drainage

No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with any such approved details.

Reason: To protect the quality of the water environment and in accordance with policy 5.13 of The London Plan and policy BN.13 of the Local Plan.

21. Biodiversity enhancements

Prior to the commencement of the development, all details of the biodiversity enhancement measures to be included in the scheme shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: In the interests of sustainable design and construction and to enhance biodiversity within the development and in accordance with policy 7.19 of The London Plan.

Pre-commencement justification: To ensure that the development delivers a net gain to biodiversity.

22. Biodiverse roof

Before any above ground work (except demolition or excavation) commences, details, including a specification and maintenance plan, of the biodiverse roof (as shown on drawing XXXX) to be used in the carrying out of this permission shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity and in accordance with policies 5.10 and 7.19 of The London Plan and policy BN.3 of the Local Plan.

23. Roof not to be used as amenity space

The roof of the development hereby approved shall only be accessed for maintenance purposes only and shall not be accessible to members of the public (including hotel guests), or used as an amenity space, at any time.

Reason: To protect neighbouring amenity and to avoid nuisance and disturbance.

24. Photovoltaic Panels

Within three months of first occupation of the development, evidence that the photovoltaic panels, as shown on drawing XXXX, have been installed and are operational shall be submitted to and approved in writing by the Local Planning Authority. The photovoltaic panels shall thereafter be permanently retained in accordance with the approved details.

Reason: In the interests of sustainability and to ensure that the development secures the renewable energy targets set out in the energy statement and in accordance with policy 5.7 of The London Plan and policy S.2 the Local Plan.

25. Flood risk

The development shall be carried out and retained in accordance with the flood mitigation and resilience measures detailed in the approved Flood Risk Assessment and Drainage Strategy reference (A/HUWALLIS.10).

Reason: To ensure that the proposed development and future occupants are adequately protected from flooding and in accordance with policy 5.12 of The London Plan and policy S.8 of the Local Plan.

26. Designing Out Crime

Development shall not be commenced until details of the 'Secured by Design' measures to be incorporated in respect of the Development have been submitted and approved in writing by the Local Planning Authority (in consultation with the Metropolitan Police). The details shall demonstrate how the development incorporates the principles and practices of Secured by Design. Once approved, the development shall be carried out and retained in accordance with the approved details.

Reason: To ensure that Developments are safe and that the risk of crime, and the fear of crime, is reduced in accordance with the LPPF and policy 7.3

27. Hours of work

There shall be no demolition or construction work outside the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 on Saturdays nor at any time on Sundays or on Bank or Public Holidays without the prior written approval of the Local Planning Authority. Construction work audible at the façade of any noise sensitive premises may only take place outside these permitted hours of work where these works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To protect the amenities and environment of residents and other sensitive receptors and in accordance with policy 7.15 of The London Plan and policy BN.11 of the Local Plan.

28. Plant noise

Prior to the first use or occupation of the development, a competent person shall have ensured that the rating level of noise emitted from the site's plant, equipment and machinery shall not exceed 10dBA above the background levels determined at all boundaries near to noise-sensitive premises. The assessment shall have been made in accordance with the current version of British Standard 4142 and confirmation of the findings of the assessment shall have been submitted to, and agreed in writing by, the Local Planning Authority and shall be adhered to thereafter.

Reason: To ensure that the development hereby permitted is not detrimental to the amenity of the surrounding area by reason of undue noise emission and/or unacceptable disturbance, in accordance with policy 7.15 of The London Plan and policy BN.11 of the Local Plan.

29. Odour, ventilation, heat recovery and extraction

Full details of the methods for odour control, ventilation, heat recovery, and extraction shall be submitted to, and approved in writing, prior to the first use of any Class A3 activities at the site. The development shall be carried out and retained in accordance with any approved details.

Reason: To ensure that the potential for nuisance odours is minimised

30. Thames Water conditions

The development shall not be occupied until confirmation has been provided that either:

- a) all water network upgrades required to accommodate the additional flows from the development have been completed; or
- b) an infrastructure phasing plan has been agreed with Thames Water to allow the development to be occupied.

Where an infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed infrastructure phasing plan.

The development shall lead to no / low water pressure and sufficient capacity to accommodate additional demand anticipated from the new development.

Informatives:

Thames Water Informatives

1. The applicant is advised to read Thames Water's guidance on working near or diverting Thames Water sewers. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>
2. If your development crosses or is close to public sewers, it's important that you minimize the risk of damage. Thames Water will need to check that your development doesn't reduce capacity, limit repair or maintenance activities, or inhibit the services Thames Water provide in any other way.
3. 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. Thames Water will need to check that your development doesn't reduce capacity, limit repair or maintenance activities, or inhibit the services Thames Water provide in any other way.
4. Thames Water expect the developer to demonstrate what measures you will undertake to minimise groundwater discharges into the public sewer. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.
5. A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Thames Water would expect the developer to demonstrate what measures he will undertake 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 wwqriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.

6. A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. Typical Trade Effluent processes include: - Laundrette/Laundry, PCB manufacture, commercial swimming pools, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre-treatment, separate metering, sampling access etc, may be required before the Company can give its consent. Applications should be made at <https://wholesale.thameswater.co.uk/Wholesale-services/Business-customers/Trade-effluent> or alternatively to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London. SE2 9AQ.
7. The developer can request information to support the discharge of condition 26 by visiting the Thames Water website at thameswater.co.uk/preplanning.
8. 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 Thames Water mains (within 3m) Thames Water will 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.

9. Proposed development located within 15m of Thames Water mains. If you are planning works such as building over or construction within 3m of water mains, Thames Water will 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. If you would like the following informative attached to any application granted. The proposed development is located within 15m of Thames Water's underground assets, as such the development could cause the assets to fail if appropriate measures are not taken.

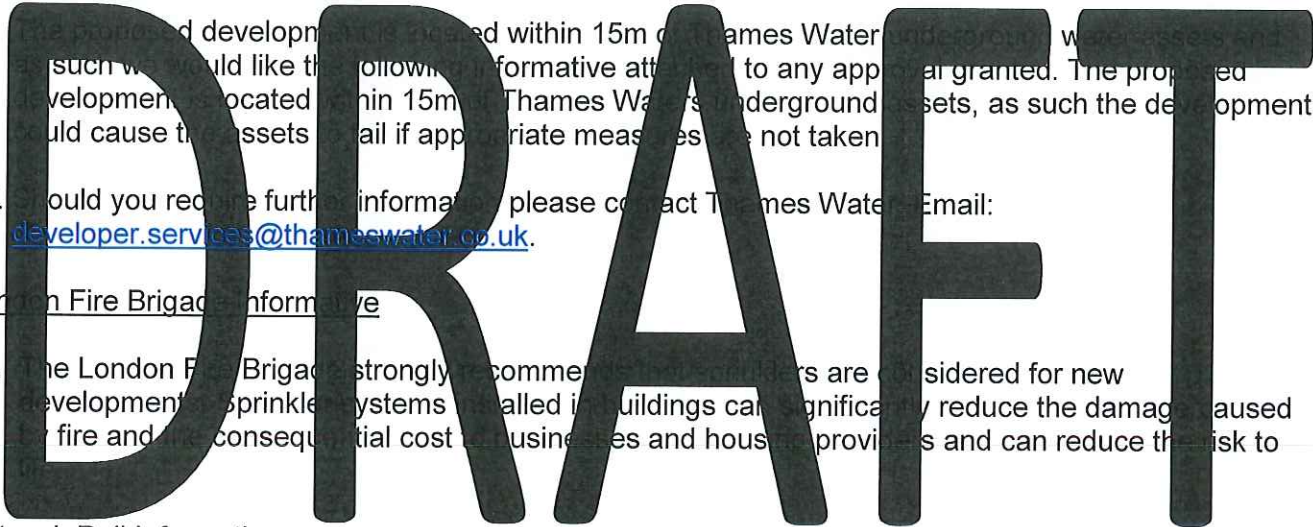
10. If you require further information please contact Thames Water Email: developer.services@thameswater.co.uk.

London Fire Brigade Informative

11. The London Fire Brigade strongly commends fire sprinklers are considered for new developments. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and households and can reduce the risk to

Network Rail Informative

12. Network Rail advise that if there are any cranes to be used on site where the collapse radius is within Network Rail land, Network Rail will need to review and accept the relevant Risk Assessment Method Statements prior to any crane activities commencing. This is to ensure that the safety of the railway is not compromised. The developer is advised to contact Asset Protection through AssetProtectionAnglia@networkrail.co.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 to an extended timeframe that was agreed with the applicant.

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.

Date of this: xx July 2019

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) or (Tel: 0117 372 8000).

DRAFT

When you appeal, you must use www.gov.uk/appeal-planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. This may include copies of documents 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 to 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 other matters is available on the Planning Inspectorate website.

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 cause 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 permission with the conditions 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.