

DATED 29 November 2024

UNILATERAL UNDERTAKING GIVEN BY DEED

BY:

(1) THE GREATER LONDON AUTHORITY

IN FAVOUR OF:

(2) THE OWNER OF THE DEVELOPER'S LAND

(3) LONDON LEGACY DEVELOPMENT CORPORATION (AS LOCAL PLANNING AUTHORITY)

UNILATERAL UNDERTAKING GIVEN BY DEED

pursuant to Sections 30 and 34 of the Greater London Authority Act 1999 and all other enabling powers relating to (i) land known as Stratford Waterfront within the Queen Elizabeth Olympic Park bounded by the Waterworks River to the south west, London Aquatics Centre and F10 Bridge to the south east, and Carpenters Road to the north and east; (ii) land known as Pudding Mill Lane; and (iii) land known as Rick Roberts Way

TO BE READ ALONGSIDE THE UNILATERAL UNDERTAKING GIVEN BY LONDON LEGACY DEVELOPMENT CORPORATION (AS OWNER ON THE DATE OF THIS DEED) PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND THE UNILATERAL UNDERTAKING GIVEN BY LONDON LEGACY DEVELOPMENT CORPORATION (AS LOCAL PLANNING AUTHORITY) PURSUANT TO SECTION 201 OF THE LOCALISM ACT 2011 AND ALL ENABLING POWERS RELATING TO THE SAME DEVELOPMENT AND ENTERED INTO ON THE DATE HEREOF

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THIS UNILATERAL UNDERTAKING is made on 29 November 2024

BY:-

- (1) the **GREATER LONDON AUTHORITY** of City Hall, Kamal Churchie Way, London E16 1ZE (the "GLA");

IN FAVOUR OF:-

- (2) the **OWNER(S) OF THE DEVELOPER'S LAND** from time to time; and
- (3) the **LOCAL PLANNING AUTHORITY** for the area within which the Developer's Land is located from time to time.

INTRODUCTION:-

GLA

- (A) The GLA is a body established by the Greater London Authority Act 1999 and exercises strategic planning powers on behalf of the Mayor of London.

LLDC (acting as landowner)

- (B) LLDC is a Mayoral Development Corporation ("**MDC**") established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for an area which straddles the boundaries of the four Host Boroughs.
- (C) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC is the owner of land transferred to it under various statutory transfer schemes and can exercise a range of powers over that land, including management, development and disposal to third parties. This land includes the Developer's Land, the details of which are set out in Schedule 1 to this Deed. LLDC, in its capacity as landowner, shall be herein referred to as the "**Landowner**".

LLDC (acting as LPA)

- (D) Pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012, at the date of this Deed, London Legacy Development Corporation ("**LLDC**") is the local planning authority for the area within which the Developer's Land is located for the purposes of Part 3 of the 1990 Act. It exercises this power in place of the Host Boroughs.
- (E) LLDC's Board has delegated the exercise of LLDC's planning functions to the department known as the Planning Policy and Decisions Team ("**PPDT**"). Although it acts independently, PPDT remains part of the legal entity that is LLDC.
- (F) It is acknowledged that LLDC will be a time limited organisation and its planning powers will eventually revert to the Host Boroughs. LLDC, in its capacity as local planning authority, shall be herein referred to as the "**LPA**".

The SWFT S106 Agreement

- (G) The LLDC is unable to enter into a bi-lateral deed with itself so as to secure planning obligations given by the Landowner to the LPA (and vice versa) and therefore in order to secure the planning obligations given in the 2019 SWFT S106 Agreement it entered into the 2019 SWFT Landowner UU and the 2019 SWFT LPA UU.
- (H) In 2022 changes were required to be made to the 2019 SWFT S106 Agreement due to a land swap between the London Borough of Newham and LLDC that related to certain titles in land then known as the RRW Site. On the basis that the Landowner and the LPA could not enter into a bi-lateral deed of variation it was agreed that the 2019 SWFT Landowner UU and the 2019 SWFT LPA UU would each be withdrawn and, respectively, replaced by new unilateral undertakings that would secure the planning obligations contained in the 2022 SWFT S106 Agreement. These two unilateral

undertakings are the 2022 SWFT Landowner UU and the 2022 SWFT LPA UU respectively (together the "2022 SWFT UUs").

- (I) Under the terms of the 2019 SWFT Landowner UU and the 2019 SWFT LPA UU, the GLA is the recipient of covenants relating to the provision of affordable housing contained in Schedule 1 of the 2019 SWFT S106 Agreement. As part of the process for putting in place the 2022 SWFT Landowner UU and the 2022 SWFT LPA UU, the GLA agreed to the withdrawal of each of the 2019 SWFT Landowner UU and the 2019 SWFT LPA UU; to give effect to this the GLA entered into the 2022 GLA SWFT UU.

The BWT Permission and PML Permission

- (J) The BWT Permission was granted on 13 April 2023 and relates to part of what is referred to in the 2023 SWFT S106 Agreement as the Pudding Mill Site. The PML Permission was granted on 13 September 2023 and relates to the remainder of the Pudding Mill Site that is not covered by the BWT Permission.
- (K) The 2023 SWFT Landowner UU and the 2023 SWFT LPA UU, which secured the 2023 SWFT S106 Agreement, were entered into on 13 April 2023 in connection with the BWT Permission. The LPA recognised that the BWT Permission and BWT S106 Agreement required certain changes to be made to the 2022 SWFT S106 Agreement which had been secured via the 2022 SWFT UUs. Accordingly, the 2023 SWFT Landowner UU and the 2023 SWFT LPA UU provided for the 2022 SWFT LPA UU and the 2022 SWFT Landowner UU to be withdrawn and the 2023 SWFT Landowner UU and 2023 SWFT LPA UU to replace the same.
- (L) The changes made by the 2023 SWFT S106 Agreement related to Schedule 1 of that agreement and were necessary to ensure that the Portfolio Requirement in respect of the Pudding Mill Site is consistent with the affordable housing obligations secured under the BWT S106 Agreement. When the PML Permission was subsequently granted (and the planning obligations under the PML S106 Agreement secured), these too were consistent with Schedule 1 to the 2023 SWFT S106 Agreement.
- (M) The SWFT RMA was submitted on 5 March 2024. On 25 June 2024 the LPA's planning decisions committee resolved to approve the SWFT RMA subject to the 2023 SWFT S106 Agreement being amended to secure planning obligations related to design retention and financial contributions.
- (N) The Landowner, the LPA and the GLA have also agreed to make further changes to the affordable housing and viability review provisions in Schedule 1 to the 2023 SWFT S106 Agreement, which are considered appropriate to address delivery and viability challenges in relation to the Portfolio Requirement.
- (O) A copy of the 2023 SWFT S106 Agreement, with the changes that will be made when the 2024 SWFT S106 Agreement takes effect and which are shown in track changes, is appended at Appendix 2 for information purposes only.
- (P) This Deed is to be read alongside each of the 2024 SWFT Landowner UU, the 2024 LPA SWFT UU and the 2024 SWFT S106 Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Deed, the following words and expressions have the meanings assigned:-

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"2019 SWFT Landowner UU"	means the unilateral undertaking dated 25 July 2019 given by the Landowner in which it covenanted to the LPA and the GLA to comply with the obligations on the part of the

	Developer (as therein defined) in the 2019 SWFT S106 Agreement
"2019 SWFT LPA UU"	means the unilateral undertaking dated 25 July 2019 given by the LPA in which it covenanted to the Landowner and the GLA to comply with obligations on the part of the local planning authority in the 2019 SWFT S106 Agreement
"2019 SWFT S106 Agreement"	means the agreed form deed attached at Appendix 1 to the 2019 SWFT Landowner UU and the 2019 SWFT LPA UU
"2022 GLA SWFT UU"	means the unilateral undertaking dated 13 September 2022 given by the GLA and under which the GLA agreed to the withdrawal of the 2019 SWFT Landowner UU and the 2019 SWFT LPA UU
"2022 SWFT Landowner UU"	means the unilateral undertaking dated 13 September 2022 given by the Landowner in which it covenanted to the LPA and the GLA to comply with the obligations on the part of the Developer (as therein defined) in the 2022 SWFT S106 Agreement
"2022 SWFT LPA UU"	means the unilateral undertaking dated 13 September 2022 given by the LPA in which it covenanted to the Landowner and the GLA to comply with obligations on the part of the local planning authority in the 2022 SWFT S106 Agreement
"2022 SWFT S106 Agreement"	means agreed form deed attached at Appendix 1 to the 2022 SWFT Landowner UU and the 2022 SWFT LPA UU
"2023 LPA SWFT UU"	means the unilateral undertaking entered into by LPA on the same date as this Deed and under which the LPA covenants to perform the obligations on the part of the LPA contained in the 2023 SWFT S106 Agreement
"2023 SWFT Landowner UU"	means the unilateral undertaking entered into on the same date as this Deed under which the Landowner covenants to perform the obligations contained in the 2023 SWFT S106 Agreement
"2023 SWFT S106 Agreement"	means agreed form deed attached at Appendix 1 to this Deed and to the 2023 SWFT Landowner UU
"2024 SWFT LPA UU"	means the unilateral undertaking entered into on the same date as this Deed given by the LPA in which it covenants to the Landowner and the GLA to comply with obligations on the part of the local planning authority in the 2024 SWFT S106 Agreement
"2024 SWFT Landowner UU"	the unilateral undertaking entered into on the same date as this Deed given by the Landowner in which it covenants to the LPA and the GLA to comply with the obligations on the part of the Developer (as therein defined) in the 2024 SWFT S106 Agreement
"2024 SWFT S106 Agreement"	means the agreed form deed attached at Appendix 1 to this Deed and to the 2024 SWFT Landowner UU
"BWT Application"	means the application for outline planning permission submitted to the LPA and given reference number 21/00403/OUT for the development at Bridgewater Triangle

within Queen Elizabeth Olympic Park with all matters reserved for future determination, comprising residential use (Use Class C3) including private amenity spaces; commercial, business and service uses (Use Class E); learning and non-residential institutions (Use Class F1); and local community use (Use Class F2); means of access; additional areas to provide associated plant, storage, circulation, servicing, car parking and cycle parking; landscaping including laying out of open space with provision for natural habitats and play space; demolition of existing and construction of new vehicular and pedestrian bridge across Waterworks River and all other supporting infrastructure works and facilities

"BWT Development"	means the development permitted by the BWT Permission (including any amendments thereto as may be made from time to time under section 96A of the 1990 Act)
"BWT Landowner UU"	means the unilateral undertaking entered into on 13 April 2023 under which the Landowner covenanted to perform the obligations on the part of the Landowner contained in the BWT S106 Agreement
"BWT LPA UU"	means the unilateral undertaking entered into on 13 April 2023 under which the LPA covenanted to perform the obligations on the part of the LPA contained in the BWT S106 Agreement
"BWT Permission"	means the planning permission granted on 13 April 2023 pursuant to the BWT Application
"BWT S106 Agreement"	means the agreed form deed a copy which is attached at Appendix 1 to the BWT Landowner UU and BWT LPA UU and which relates to the BWT Development
"Developer's Land"	<p>means the land shown:</p> <ul style="list-style-type: none">(a) edged red on the plan attached at Appendix 3;(b) edged red on the plan attached at Appendix 4 BUT EXCLUDING the land shown edged red on the plan attached at Appendix 6; and(c) edged green on the plan attached at Appendix 5 <p>and the Land Registry title numbers that comprise the land referred to in (a) to (c) above are set out in Schedule 1 to this Deed</p>
"Host Boroughs"	means the London Boroughs of Hackney, Newham, Tower Hamlets and Waltham Forest and their respective successors in function

"PML Application"	means the application for outline planning permission submitted to the LPA and given reference number 21/00574/OUT for the development at Pudding Mill Lane within Queen Elizabeth Olympic Park with all matters reserved for future determination comprising residential use (Use Class C3) including private amenity spaces; commercial, business and service uses (Use Class E); and local community use (Use Class F2); means of access; additional areas to provide associated plant, storage, circulation, servicing, car parking and cycle parking; landscaping including laying out of open space with provision for natural habitats and play space and all other supporting infrastructure works, structures and facilities
"PML Development"	means the development permitted by the PML Permission (including any amendments thereto as may be made from time to time under section 96A of the 1990 Act)
"PML Landowner UU"	means the unilateral undertaking entered into on 18 September 2023 under which the Landowner covenanted to perform the obligations on the part of the Landowner contained in the PML S106 Agreement
"PML LPA UU"	means the unilateral undertaking entered into on 18 September 2023 under which the LPA covenanted to perform the obligations on the part of the LPA contained in the PML S106 Agreement
"PML Permission"	means the planning permission granted on 18 September 2023 pursuant to the PML Application
"PML S106 Agreement"	means the agreed form deed a copy which is attached at Appendix 1 to the PML Landowner UU and PML LPA UU and which relates to the PML Development

1.2 Save where expressly stated otherwise in this Deed, words and expressions used in this Deed have the meaning ascribed to them in the 2024 SWFT S106 Agreement.

2. OPERATION OF THIS UNILATERAL UNDERTAKING

2.1 This unilateral undertaking is given by Deed entered into pursuant to sections 30 and 34 of the Greater London Authority Act 1999 and all other enabling powers.

2.2 The GLA intends that this undertaking shall be binding on the GLA and any successors in function and shall be enforceable by the Landowner and their successors in title and the LPA and its successors in function.

3. CONDITIONALITY

3.1 This Deed is conditional upon the completion of the 2024 SWFT Landowner UU and the 2024 SWFT LPA UU.

4. GLA'S COVENANTS IN FAVOUR OF THE LANDOWNER

4.1 The GLA agrees to the withdrawal of the 2022 SWFT Landowner UU and the 2023 SWFT Landowner UU and for the avoidance of doubt not to in any circumstances seek to enforce the terms of the same against the Landowner.

5. **GLA'S COVENANTS IN FAVOUR OF THE LPA**

5.1 The GLA agrees to the withdrawal of the 2022 SWFT LPA UU and the 2023 SWFT LPA UU and for the avoidance of doubt not to in any circumstances seek to enforce the terms of the same against the LPA.

6. **LEGAL BASIS**

This Deed is made under sections 30 and 34 of the Greater London Authority Act 1999 and all other enabling powers.

7. **RIGHTS OF THIRD PARTIES**

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed or expressed to be a beneficiary of this Deed.

8. **LOCAL LAND CHARGE**

This Deed is a local land charge and is intended to be registered as such.

IN WITNESS whereof this agreement has been executed and delivered as a deed on the date first above written.

SCHEDULE 1

THE LANDOWNER'S INTERESTS IN THE DEVELOPER'S LAND (TITLE NUMBERS)

	TITLE NUMBER	PROPERTY DESCRIPTION
SWFT Site shown edged red on the Plan in Appendix 3	EGL266376	111 Carpenters Road, Stratford (E15 2DU)
	EGL533909	Land lying to the east of East Cross Route
	EGL533913	Land lying to the north west of High Street
	EGL557358	Land to the north of Carpenters Road
	EGL558925	Land lying to the south east of Carpenters Road
	LN155361	Land on the North side of Carpenters Road
Pudding Mill Site shown edged red on the Plan in Appendix 4	EGL533914	The land at Pudding Mill Lane and Marshgate Lane to the south west of City Mill River and north west of Bow Back River
	EGL560513	The land comprising that section of Marshgate Lane immediately to the south of the underpass beneath the railway
	EGL533915	The land at Bridgewater Road to the south west of the Waterworks River and north of The Greenway
	EGL428163	Land at Warton Road (partly within arch under railway)
RRW Site shown edged green on the Plan in Appendix 5	EGL533916	Land On The South East Of High Street, London
	EGL571226	Land At Rick Roberts Way And High Street, London
	TGL592204	Land on the south side of Rick Roberts Way, London

APPENDIX 1
2024 SWFT S106 AGREEMENT

DATED _____ **2024**

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) LONDON LEGACY DEVELOPMENT CORPORATION

PLANNING OBLIGATION BY AGREEMENT
relating to: (i) land known as Stratford
Waterfront within the Queen Elizabeth Olympic
Park bounded by the Waterworks River to the
south-west, London Aquatics Centre and
F10 Bridge to the south-east, and Carpenters
Road to the north and east; (ii) land known as
Pudding Mill Lane; and (iii) land known as Rick
Roberts Way



Pinsent Masons

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BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "**LPA**"); and
- (2) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "**Developer**").

RECITALS

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the SWFT Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer is the registered proprietor of interests that comprise the Developer's Land the details of which are set out in Schedule 11. As regards the RRW Site (which is shown edged green on the plan attached at Appendix 3), the Developer's interest in that land forms part of a wider development site known as land at Rick Roberts Way, the full extent of which comprises the RRW Site together with the area shown edged blue on the plan attached at Appendix 3. The RRW Site is one of the Portfolio Sites (as defined in Schedule 1) for which the Developer commits in this Agreement to provide at least 50 per cent affordable housing across the portfolio. The rest of the wider Rick Roberts Way land, which is shown edged blue on the plan at Appendix 3, is not a Portfolio Site, is not bound by this Agreement and may be subject to separate planning obligations if a planning permission is granted to develop it (whether with the RRW Site or otherwise).
- (C) The Developer's agent submitted the Planning Application to the LPA on 26 November 2018.
- (D) On 30 April 2019 the LPA resolved to grant the Planning Permission subject to the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"1990 Act"	Town and Country Planning Act 1990
"2011 Act"	Localism Act 2011
"Agreement"	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Application"	means any application seeking an injunction or other equitable remedy (including any application under Part 25 of the Civil Procedure Rules) and/or any claim for damages

"Approve"	means written approval from the Party to whom the Submitted Document has been submitted and "Approval" and "Approved" cognate expressions shall be construed accordingly
"BBC Building"	means the Building shown edged blue and labelled 'BBC CS' on the plan attached at Appendix 4
"Building"	means any building as shown on the Plan at Appendix 4A in respect of the Detailed Element and any building forming part of the Outline Element and references to "Building A1" , "Building A2" , "Building B1" and "Building B2" shall be to the relevant building shown on the Plan at Appendix 4B
"Building Cost Index"	the All In Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"BWT Site"	means the land at Bridgewater Road and Warton Road shown edged red on the plan attached at Appendix 2B
"Commencement"	beginning of the Development (or where Commencement or Commence is used in the context of part of the Development commencement shall mean beginning of that part) as defined in section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include:- <ul style="list-style-type: none"> (a) site clearance and preparation; (b) archaeological investigation; (c) investigations for the purposes of assessing contamination; (d) other ground and site surveying; (e) construction of temporary access and temporary internal roads for construction purposes only; (f) remediation works associated with contamination; (g) erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security; (h) provision of temporary accommodation reasonably required for construction purposes only; and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"	the date upon which the Development is Commenced

"Completion"	completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and "Completed" shall be construed accordingly
"Comply"	means: <ul style="list-style-type: none"> (a) in relation to Schedule 1 to carry out the Relevant Development in accordance with the timescales set out within the Delivery Programme or in each case within six months of any date specified within the Delivery Programme; and (b) in all other cases to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly
"DE Building"	means any Building forming part of the Detailed Element
"DE Building Occupier"	means a successor in title to the Developer in respect of a DE Building
"Defence"	means any Defence or Reply filed under Part 15 of the Civil Procedure Rules and/or any submissions made to the court in which an Application is issued (or any appeal court) and/or any affidavit, witness statement or any other document relied upon or filed by a third party or by any other party on behalf of the third party in or in relation to any Application
"Detailed Element"	means the part of the Development to be constructed on the part of the SWFT site shown coloured grey on the plan attached at Appendix 1
"Developer's Land"	means the SWFT Site, the Pudding Mill Site and the RRW Site
"Development"	the development of the SWFT Site and all other operations and/or works authorised by the Planning Permission and any Subsequent Planning Permission
"Dispute"	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute
"Index"	means:- <ul style="list-style-type: none"> (a) the RPI in respect of the Station Staff Contribution, the Bus Stops Maintenance

	Contribution, the Taxi Infrastructure Maintenance Contribution and the Bus Services Contribution; and
	(b) the Building Cost Index in respect of all other financial contributions
"Indexed"	in relation to any sum or value that it is to be increased in accordance with Clauses 6.2 and 6.3
"LLDC"	means the London Legacy Development Corporation and its successors in functions but shall not include its successors in title
"LLDC Authority's Monitoring Report"	means the LPA's annual monitoring report
"London Plan"	means the London Plan (2016) or such updated version as is adopted from time to time
"LPA Response Date"	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where:- (a) the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document or (b) the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document
"Occupy" and "Occupation"	beneficial occupation for any purpose for which Planning Permission and any Subsequent Planning Permission has been granted (or any planning permission has been granted in respect of the PML Site or the BWT Site or the RRW Site) in respect of the relevant building, structure or part of the Developer's Land but not including occupation for the purposes of construction, security, fit out or marketing
"Outline Element"	means the part of the Development to be constructed on the land shown edged blue and labelled 'Residential Area' on the plan attached at Appendix 4
"Owner"	means the freehold owner of the SWFT Site and any successor in title
"Parties"	the parties to this Agreement and the word "Party" shall mean any one of them
"Phase"	phase of the Development, the PML Development, the BWT Development or the RRW Development as the context so requires

"Planning Application"

the application for hybrid planning permission submitted to the LPA and given reference number 18/00470/OUT by the LPA seeking consent:-

(a) with all matters reserved for future determination, for up to 65,000 sqm of development, comprising: up to 62,800 sqm of residential development (Class C3) including private amenity spaces and ancillary uses; up to 2,200 sqm of retail/food & drink (Classes A1-A5) uses; means of access; areas to provide circulation, servicing, car parking and cycle parking; landscaping including laying out of open space with provision for natural habitats and play space; and other supporting infrastructure works and facilities.

(b) for 72,899 sqm of development comprising:

- 41,965 sqm of educational development (Class D1) including ancillary uses;
- 8,144 sqm of cultural development (Class D1) including ancillary uses;
- 20,770 sqm of performance space with studios for rehearsal, recording, performances and broadcasting (sui generis) including ancillary uses;
- 1,934 sqm of retail/food & drink development (Classes A1-A5);
- 86 sqm of office space (Class B1);

as well as additional areas to provide associated plant, storage, servicing, circulation, car parking, cycle parking and associated public realm comprising hard and soft landscaping, lighting, street furniture, steps, graded routes and mechanical lifts and a pedestrian/cycle bridge across Carpenters Road/Network Rail and DLR

"Planning Permission"

the planning permission granted pursuant to the Planning Application, a draft of which is contained in Appendix 13, as varied from time to time pursuant to section 96A of the 1990 Act

"PML Site"

the land at Pudding Mill Lane shown edged red on the plan attached at Appendix 2A BUT EXCLUDING the land shown edged red on the plan attached at Appendix 2C

"Project Proposals Group"

means the group of senior officers from the London Legacy Development Corporation which is chaired by the Director of Planning Policy and Decisions and which has delegated authority from the London Legacy Development Corporation Board to make decisions as to the expenditure of monies received pursuant to section 106 agreements

"Pudding Mill Site"	the land at Pudding Mill Lane and Bridgewater Road/Warton Road shown edged red on the plan attached at Appendix 2
"Qualifying Retail Unit Occupier"	a successor in title to the Developer in respect of a Qualifying Retail Unit (as defined in Schedule 3)
"Reasonable Endeavours"	<p>that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected:-</p> <p>(a) in the case of the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions duties and purposes and</p> <p>(b) in the case of the Developer, of a competent commercial developer in the context of the Development (or part of the Development)</p>
"Refusal Notice"	a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve, the reasons why it is refusing to Approve such Submitted Document and the Report Amendments
"Report Amendments"	those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document
"Reserved Matters"	has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015
"Requisite Consents"	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders or other Consents under the Highways Act 1980 and the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Reserved Matters Approval"	means approval of Reserved Matters in respect of the Outline Element
"Residential Units"	means units of residential accommodation constructed as part of the Development
"Restrictive Planning Obligation"	means any covenant on the part of the Developer contained within this Agreement which restricts the undertaking of operations and/or works to construct the Development on the land comprising the Acquired Interest or part thereof or which restricts the Occupation

	of any part of the Development which is located on the land that comprises the Acquired Interest
"Retail Units"	means the units within the area shown edged blue and labelled 'RETAIL' on plan attached at Appendix 4
"RPI"	the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted for it or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"RRW Site"	the land shown edged green on the plan which is attached at Appendix 3
"Section 73 Application"	an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
"Section 73 Permission"	planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require
"Submitted Document"	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement
"Subsequent Planning Permission"	any Section 73 Permission (as varied from time to time pursuant to section 96A of the 1990 Act) and " Subsequent Planning Permissions " shall mean such two or more of them as the context shall require
"SWFT Site"	the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan attached at Appendix 1
"TfL"	means Transport for London of 55 Broadway, London SW1H 0BD
"TfL Contributions"	means Bus Service Enhancements Contribution, the Bus Stops Contribution, the Stratford Station Signage Contribution, the Stratford Station Staffing Contribution, the Stratford Station SW Entrance Contribution and the Taxi Infrastructure Contribution
"TfL Contributions Deed"	means a deed in the form attached at Appendix 14 and which shall not be varied without the prior consent of the Developer
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Developer's Land 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 Developer's Land

"Working Day"

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) Part is to a part of a Schedule to this Agreement;
- (e) table is to a table of a Schedule to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) plan, is to a plan annexed to this Agreement as an Appendix;

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

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

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

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

1.2.5 references to the SWFT Site include any part of it;

1.2.6 references to the Developer's Land include any part of it;

1.2.7 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;

1.2.8 subject to Clauses 2.7, 2.8 and 2.9 references to the Developer include:-

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

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 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 any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s).

1.3 The Interpretation Act 1978 shall apply to this Agreement.

1.4 The "**Agreement**" includes the Schedules and Recitals to this Agreement.

1.5 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate Approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate Approval agreement or other consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.

1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or agreement or other consent for the purposes of this Agreement.

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

2. **EFFECT OF THIS AGREEMENT**

2.1 This Agreement is made pursuant to:-

2.1.1 section 106 of the 1990 Act; and

2.1.2 (in so far as this Agreement does not contain planning obligations entered into pursuant to section 106 of the 1990 Act) sections 201, 205 and 206 of the 2011 Act, section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.

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

2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as, subject to Clause 2.4 and Clause 2.5, to bind the Developer's Land and, subject to Clauses 2.7, 2.8, 2.9, and 2.15 the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also

against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Developer's Land (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Developer's Land in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201, 205 and 206 of the 2011 Act.

2.4 The provisions of the Schedules to this Agreement will bind the whole of the SWFT Site unless otherwise specified in a Schedule to this Agreement.

2.5 The RRW Site and the Pudding Mill Site shall only be bound by the Clauses in this Agreement and the obligations, covenants and undertakings contained within Schedule 1 to this Agreement, and not by the provisions of Schedule 2 to Schedule 12 to this Agreement.

2.6 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.

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

2.8 This Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of

2.8.1 individual Residential Units, except in respect of the obligations in paragraph 2 of Part 2 of Schedule 1;

2.8.2 individual Retail Units except in respect of the obligations in:-

(a) Schedule 3 insofar as they apply to Qualifying Retail Units (as defined in that Schedule); and

(b) Paragraphs 3.6 and/or 5.7 of Schedule 5 to the extent that DE Additional Short Stay Cycle Parking Spaces or OE Short Stay Cycle Parking Spaces are being provided in place of a Retail Unit.

2.9 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the SWFT 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 SWFT Site or part thereof to which such obligation relates.

2.10 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham and its respective statutory successors in function.

2.11 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:-

2.11.1 subject to Clause 2.11.2, if following the conclusion of such proceedings or challenge any of the Planning Permission is quashed then without prejudice to any liability which may have arisen pursuant to this Agreement prior to it being quashed, the provisions of this Agreement will cease to have any further effect as from the date upon which the Planning Permission is quashed save to the extent (if at all) that this Agreement remains relevant to any of the Planning Permission which has not been quashed;

2.11.2 if Development is Commenced or (as applicable) continued under that part of the Planning Permission which has been quashed, the provisions of this Agreement relevant to such Development will remain in full force and effect; and

2.11.3 the LPA shall as soon as reasonably practicable notify the Developer of the bringing of such proceedings or challenge.

2.12 Wherever in this Agreement reference is made to a date on which "proceedings or challenge in relation to the Planning Permission are concluded" (or cognate or similar expressions are used), the following provisions have application:-

2.12.1 proceedings by way of judicial review are concluded:-

(a) when permission to apply for judicial review has been refused and no further application may be made; or

(b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(c) when any appeal is finally determined.

2.12.2 proceedings under section 288 of the 1990 Act or in respect of any other legal challenge are concluded:-

(a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(b) when any appeal is finally determined.

2.13 Save where a Subsequent Planning Permission has been granted which remains extant, this Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Developer) modified.

2.14 Other than the Planning Permission and any Subsequent Planning Permission, nothing in this Agreement shall prohibit or limit the right to develop any part of the SWFT Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

2.15 Subject to Clause 2.8 the obligations in this Agreement which require works and/or actions to be carried out and/or undertaken on the Developer's Land and/or which otherwise relate to the Developer's Land shall not be enforced against a third party who acquires a leasehold interest(s) in the Developer's Land ("**Acquired Interest**") to the extent that such works and/or actions are required to be undertaken on land which is wholly outside the Acquired Interest and/or the obligations otherwise concern and/or relate to land wholly outside the Acquired Interest PROVIDED THAT:-

2.15.1 nothing in this Clause 2.15 shall exempt the relevant third party from liability in respect of any Restrictive Planning Obligation; and

2.15.2 in the event that there is a breach of a Restrictive Planning Obligation and the LPA issues an Application to restrain such breach the relevant third party shall not be entitled to rely on Clause 2.15 in its Defence to such an Application and shall make no reference to Clause 2.15 in its Defence to such an Application.

2.16 Where any Developer (other than LLDC) considers that it should not be liable in whole or part in respect of an obligation contained in this Agreement which does not directly relate to that part of the Developer's Land in which such Developer has an interest, such Developer may apply to the

LPA for written binding confirmation that the specified obligations cannot and will not be enforced against the Developer.

2.17 Without prejudice to the liability of the Developer to perform the obligations, covenants and undertakings in this Agreement each DE Building Occupier and Qualifying Retail Unit Occupier shall have no liability in respect of breaches of any of paragraphs 2,4 and 5 of Schedule 3, paragraph 5.5 of Schedule 4 or paragraphs 1.4 and 1.5 of Schedule 9 by any other DE Building Occupier or Qualifying Retail Unit Occupier to the extent that the relevant breach relates to the use and/or occupation of the DE Building or Qualifying Retail Unit occupied by the other DE Building Occupier or Qualifying Retail Unit Occupier

3. CONDITIONALITY

This Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

4. THE DEVELOPER'S COVENANTS WITH THE LPA

4.1 The Developer on behalf of itself and its successors in title to the Developer's Land covenants with the LPA that it shall:-

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer and each and every of the obligations, covenants and undertakings relating to the construction, use and Occupation of the Development which are contained in this Agreement;

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

4.1.3 notify the LPA of the date upon which each event listed in the column entitled 'Trigger' in the table Schedule 12 occurs.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

5.2 Subject to Clause 5.3 the LPA covenants following its receipt of the same to pay the TfL Contributions to TfL.

5.3 The requirement on the LPA to pay the TfL Contributions to TfL is conditional upon the LPA and TfL having entered into the TfL Contributions Deed.

5.4 The LPA shall use all reasonable endeavours to enter into the TfL Contributions Deed as soon as reasonably practicable after the date of this Agreement and once the TfL Contributions Deed has been completed the LPA shall provide a copy of it to the Developer.

5.5 The LPA shall not vary the terms of the TfL Contributions Deed other than with the consent of the Developer (not to be unreasonably withheld or delayed).

6. FINANCIAL CONTRIBUTIONS AND INDEXATION

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

6.2 Unless otherwise stated all payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid.

6.3 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 of this Agreement until the date the sum or value falls to be considered or applied.

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

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

6.5.1 save in respect of the TfL Contributions apply such payments or financial contributions only for the purposes specified in this Agreement PROVIDED THAT for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer (as applicable);

6.5.2 from time to time upon reasonable written request by the Developer (but not more frequently than once in every six months) to procure that TfL provides the Developer with a breakdown of expenditure of the TfL Contributions; and

6.5.3 from time to time upon reasonable written request by the Developer (but not more frequently than once in every six months) to provide the Developer with a breakdown of expenditure from all financial contributions excluding the TfL Contributions PROVIDED THAT this obligation shall not apply where the Project Proposals Group operates and reporting on section 106 financial contribution allocations is provided in the LLDC Authority's Monitoring Report.

6.6 Save where expressly stated to the contrary and subject to Clause 6.7, the LPA shall return to the person who paid to the LPA the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the 5 (fifth) anniversary of payment by the Developer PROVIDED ALWAYS that the Parties may agree a longer period for repayment in respect of any such contribution, up to a maximum of ten years from the date of payment by the Developer.

6.7 Where a TfL Contribution or part thereof has been paid to the LPA under Schedule 5 (Transport) and the LPA has thereafter paid that money to TfL, then the LPA's obligation to repay any such sums pursuant to Clause 6.6 shall be conditional upon the repayment of any such sums by TfL to the LPA and the LPA shall not be obliged to repay such sums until such time as the sums have been repaid by TfL PROVIDED ALWAYS THAT the LPA shall use Reasonable Endeavours to secure the repayment of any such sums by TfL as soon as reasonably practicable after they fall due to be repaid.

7. NOTICES

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

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

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

7.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than 5 (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

Developer:- Executive Director of Development
London Legacy Development Corporation – Development
Directorate
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

TfL Director of Spatial Planning
Transport for London
Endeavour Square Building
Floor 9 B5
5 Endeavour Square
London E20 1JN

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

8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

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

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

9. VERIFICATION AND ENFORCEMENT

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

10. REFUSAL NOTICE

10.1 Not more than 5 (five) Working Days from receipt of the Refusal Notice the Developer shall confirm to the LPA whether it accepts the Report Amendments.

10.2 In the event the Developer confirms that it does accept the Report Amendments the following provisions shall apply:-

10.2.1 within 10 (ten) Working Days of the LPA's receipt of such confirmation the Developer shall submit the revised Submitted Document incorporating the Report Amendments to the LPA for Approval;

10.2.2 the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document; and

10.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 11.

10.3 In the event the Developer confirms that it does not accept the Report Amendments the following provisions apply:-

10.3.1 not more than 5 (five) Working Days after such confirmation the Developer and the LPA shall meet to discuss the Report Amendments and the Submitted Document;

10.3.2 in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 11 shall apply; and

10.3.3 in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.

10.4 In the event the LPA does not Approve the Submitted Document within the time period for Approving Submitted Documents set out in the Schedule to which the Submitted Document relates the following provisions shall apply:-

10.4.1 not more than 5 (five) Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;

10.4.2 in the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 11 shall apply; and

10.4.3 in the event the Developer and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:-

(a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply; or

(b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.

10.5 The LPA and the Developer may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 10.1 to 10.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

11. **DISPUTE RESOLUTION**

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

11.2 The Notice must specify:-

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

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

11.2.3 the proposed Expert.

11.3 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 11.7 provides otherwise) to nominate the Expert at their joint expense.

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

11.5 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.

11.6 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.

11.7 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:-

11.7.1 where the Dispute relates to:-

(a) Schedule 5 (Transport), the President of the Chartered Institute of Highways and Transportation;

(b) Where the dispute relates to Part 3 of Schedule 1 (Viability Review), the President of the Royal Institution of Chartered Surveyors;

(c) In all other cases (unless specified otherwise in this Agreement), the President of the Law Society to nominate the Expert.

12. 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.

13. 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.

14. 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.

15. JURISDICTION AND LEGAL EFFECT

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

15.2 The provisions of this Agreement (other than this Clause 15.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

16. EXECUTION

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

SCHEDULE 1

AFFORDABLE HOUSING

DEFINITIONS

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

- "Additional Affordable Housing"** means the residential units in the Relevant Development to be converted from London Shared Ownership Housing to London Affordable Rented Housing
- "Additional Affordable Housing Scheme"** means a scheme to be prepared by the Developer and submitted to the LPA in accordance with paragraph 2 of Part 3 and which shall:-
- (a) in the case of the Development, confirm the provision of additional London Affordable Rented Housing by conversion of London Shared Ownership Housing as part of the Pudding Mill Development and/or RRW Development, in addition to that which would otherwise be required to be provided as part of the Pudding Mill Development or the RRW Development (including any Additional Affordable Housing required to be provided pursuant to a Viability Review in respect of the Pudding Mill Development or the RRW Development) and
 - (b) in all cases:-
 - (i) confirm how many London Shared Ownership Housing Units in the Relevant Development are to be converted into Additional Affordable Housing
 - (ii) so far as possible, to the extent that detailed planning permission has been granted for the any part of the Relevant Development contain 1:50 plans showing the location, size and internal layout of each residential unit to be provided as Additional Affordable Housing and
 - (iii) provides an indicative timetable for construction and delivery of the Additional Affordable Housing
- "Affordable Habitable Rooms"** means Habitable Rooms forming part of an Affordable Housing Unit
- "Affordable Housing"** means housing including Low Cost Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should:-
- (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and
 - (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963)
- "Affordable Housing Deficit"** means the sum of "LHR" and "IHR" to be calculated as follows, being respectively the number of additional Affordable Habitable Rooms in Low Cost Rented Housing required to be provided to satisfy the requirements of paragraph 1 of Part 1 of this Schedule and the number of additional Affordable

Habitable Rooms in Intermediate Housing required to be provided to satisfy the requirements of paragraph 1 of Part 1 of this Schedule:-

$$\text{LHR} = \left(\frac{\text{THR}}{2} \times \frac{30}{100} \right) - A$$

(to reflect that 50% of the total Habitable Rooms provided should be Affordable Habitable Rooms, and at least 30% of those should be Low Cost Rented Housing, and deduct the Low Cost Rented Housing which has already been secured)

$$\text{IHR} = \frac{\text{THR}}{2} - B - \text{LHR}$$

(to reflect that 50% of the total Habitable Rooms provided should be Affordable Habitable Rooms, and the required amount of Intermediate Housing is this figure, less the Affordable Habitable Rooms already secured, less the requirement to satisfy the Low Cost Rented Housing element of the deficit)

where:-

THR = the sum of the number of Habitable Rooms that have been provided in the Development, the Pudding Mill Development and the RRW Development and the number of Habitable Rooms that are intended to be provided (at the time of the calculation of the Affordable Housing Deficit) in the Development, the Pudding Mill Development and the RRW Development

A = the sum of the number of Affordable Habitable Rooms in Low Cost Rented Housing that have been provided under Part 2 of this Schedule, the PML S106, the BWT S106 and the RRW S106 and the number of Affordable Habitable Rooms in Low Cost Rented Housing that have not yet been provided but are required to be provided (at the time of the calculation of the Affordable Housing Deficit) under Part 2 of this Schedule, the PML S106, the BWT S106 and the RRW S106 (ie the total Affordable Habitable Rooms which have been secured to be provided as Low Cost Rented Housing at the relevant date)

B = the sum of the number of Affordable Habitable Rooms that have been provided under Part 2 of this Schedule, the PML S106, the BWT S106 and the RRW S106 and the number of Affordable Habitable Rooms that have not yet been provided but are required to be provided (at the time of the calculation of the Affordable Housing Deficit) under Part 2 of this Schedule, the PML S106, the BWT S106 and the RRW S106 (ie the total Affordable Habitable Rooms which have been secured at the relevant date)

PROVIDED THAT

(a) if either LHR or IHR (or both) is less than zero, it shall be deemed to be zero and

(b) if planning permission has not been secured for the RRW Development at any time that an Affordable Housing Deficit is being calculated then it shall be assumed that the RRW Development will not provide any residential units¹

¹ NOTES:

"Affordable Housing Provider"

means:-

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision)
- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding or
- (c) any other body specialising in the provision of Affordable Housing

in each case either nominated or approved by the LPA (such approval not to be unreasonably withheld or delayed)

"Affordable Housing Tenure Split"

means:-

- (a) 60 per cent (by Habitable Room) of the relevant Affordable Housing Units to be provided as Social Rented Housing or London Affordable Rented Housing; and
- (b) the remaining relevant Affordable Housing Units to be provided as London Living Rent Housing or London Shared Ownership Housing

"Affordable Housing Units"

means residential dwellings to be provided as Affordable Housing including any Additional Affordable Housing and "Affordable Housing Unit" shall be construed accordingly

"AH Confirmation"

means a report which has been submitted to and Approved by the GLA and the LPA demonstrating how the Portfolio Requirement will be satisfied on the Portfolio Sites including confirmation of the number and tenure of the Affordable Housing Units to be provided on each of the Portfolio Sites

"Alternative AH Strategy"

means a strategy setting out how any Affordable Housing Deficit will be provided taking into account the order of priority for the options for delivery of the Affordable Housing Deficit as set out in paragraph 4.2 of Part 1 of this Schedule and which must, where relevant, include a full justification as to why it is not considered possible to deliver the Affordable Housing Deficit in accordance with any options higher in the order of priority and in respect of any such justification:

- (a) the viability of the RRW Development shall not be a factor in determining whether the required number of Affordable Housing Units can be provided within the RRW Development so as to satisfy the Portfolio Requirement; and
- (b) there shall be no requirement to provide the Affordable Housing Deficit as part of the Pudding Mill Development where:
 - (i) any contract has been entered into for the delivery of the Pudding Mill Development (or part thereof) and a planning application has been submitted in respect of

LHR is calculated first by calculating half of THR, being the Affordable Housing requirement in paragraph 1 of Part 1 of this Schedule, then by calculating 30% of the result, being the Low Cost Rented Housing requirement in paragraph 1 of Part 1 of this Schedule, and finally by deducting A, the number of Low Cost Rented Housing Affordable Habitable Rooms that have already been provided or are required to be provided, resulting in the deficit of Low Cost Rented Housing Affordable Habitable Rooms; and

IHR is calculated first by calculating half of THR, being the Affordable Housing requirement in paragraph 1 of Part 1 of this Schedule, then by deducting B, the number of Affordable Habitable Rooms that have already been provided or are required to be provided, resulting in the deficit of Affordable Habitable Rooms, and finally by deducting LHR, the deficit of Low Cost Rented Housing Affordable Habitable Rooms, resulting in the deficit of Intermediate Housing Habitable Rooms.

a Pudding Mill Consent, and where procurement relating to the delivery of the Pudding Mill Development has commenced and the Developer can demonstrate that it has explored the potential to achieve the Affordable Housing Deficit on the Pudding Mill Development; or

- (ii) the Developer can demonstrate that provision of the Affordable Housing Deficit would be prejudicial to the Delivery Programme and viability of the Pudding Mill Development,

and in the event that the proposal is not to seek to provide the Affordable Housing Deficit on the RRW Site there shall be a requirement to demonstrate to the reasonable satisfaction of the GLA and LPA that reasonable steps have been taken to accommodate the Affordable Housing Deficit on the Pudding Mill Site

"Average London Affordable Rented Housing Value"

means the average value of London Affordable Rented Housing floorspace per square metre on the Relevant Site at the Relevant Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the LPA and the Developer

"Average Shared Ownership Housing Value"

means the average value of London Shared Ownership Housing floorspace per square metre on the Relevant Site at the Relevant Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the LPA and the Developer

"Build Costs"

means the build costs comprising construction of the Relevant Development attributable to the Open Market Housing Units and, in respect of the Development only, the Commercial Floorspace (excluding any indexation or adjustment for inflation) supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:-

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Developer's quantity surveyor, costs consultant or agent;
- (d) preliminary costs;
- (e) demolition, site clearance and site preparation costs;
- (f) abnormal costs;
- (g) provision of on-site infrastructure and utilities;
- (h) provision of off-site infrastructure;
- (i) contractors' overheads and profit;
- (j) design fees;
- (k) finance, legal and marketing costs (but only to the extent that evidence is provided to the LPA which demonstrates to the LPA's reasonable satisfaction that such costs are directly related to the

abovementioned construction works and are not historic holding costs); and

(l) contingencies;

but for the avoidance of doubt: (i) build costs exclude all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses; and (ii) no item of expenditure counted under one head of costs shall be counted under another head (so as to avoid any double counting)

"BWT Consent"	means either a detailed planning permission for the BWT Development or outline planning permission in respect of which all reserved matters have been secured for Phase 1
"BWT Development"	means the residential development to be carried out on the BWT Site which must contain at least 150 residential units in its first phase
"BWT Phase 1"	means Phase 1 of the BWT Development which shall contain at least 150 residential units
"BWT S106"	means a deed of planning obligations to be entered into in connection with the BWT Consent
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the SWFT Affordable Housing (or any number of them) in favour of the Chargee
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the SWFT Affordable Housing (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
"Commercial Floorspace"	means all floorspace forming part of the Relevant Development which is not occupied by residential units
"CPI"	means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the LPA may determine, acting reasonably
"Cultural Building"	means any of the buildings marked as: 'Sadler's Wells'; 'BBC CS'; 'London College of Fashion'; and 'V&A East' on the plan attached at Appendix 4
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under paragraph 3.2.1 of Part 2 of this Schedule 1:- (a) in the case of service by delivery by hand of the Default Notice to the LPA's offices at the address specified in clause 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time) during the LPA's office hours of 9am to 5pm on a Working Day, the date on which the Default Notice is so delivered; or (b) in the case of service by using first class registered post to the LPA's offices at the address specified in clause 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time), the second Working Day after the date on which

the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the LPA (by Royal Mail proof of delivery or otherwise)

- "Default Notice"** means a notice in writing served on the LPA by the Chargee under paragraph 3.2.1 of Part 2 of this Schedule 1 of the Chargee's intention to enforce its security over the relevant SWFT Affordable Housing
- "Delivery Programme"** means a programme for the delivery of the Development, the PML Development, the BWT Development and the RRW Development (including each iteration of such programme) that must include the details listed in paragraph 1.3 of Part 4 to the extent that there is reasonable certainty in respect of such details at the date of each submission of the programme
- "Development Viability Information"** means the information required by Formula 1a and Formula 2 being:-
- (a) Estimated GDV
 - (b) Estimated Build Costs
 - (c) Average London Affordable Rented Housing Value and
 - (d) Average Shared Ownership Housing Value
- and including in each case supporting evidence to the LPA's reasonable satisfaction
- "Eligible Purchaser"** means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000
- "Eligible Renter"** means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report
- "Estimated Build Costs"** means the sum of:-
- (a) the estimated Build Costs remaining to be incurred at the Relevant Review Date and
 - (b) the actual Build Costs incurred at the Relevant Review Date
- "Estimated GDV"** means the price at which a sale of the Open Market Housing Units and, in respect of the Development only, the Commercial Floorspace would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part 3 of this Schedule 1 (excluding any indexation or adjustment for inflation) based on detailed comparable market evidence to be assessed by the LPA and assuming:-
- (a) a willing seller and a willing buyer
 - (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the

interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale

- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion

"External Consultant" means the external consultant(s) appointed by the LPA to assess the information submitted pursuant to paragraph 2 of Part 3 of this Schedule 1

"Formula 1a" means the formula identified as **"Formula 1a"** within the annex to this Schedule 1

"Formula 2" means the formula identified as **"Formula 2"** within the annex to this Schedule 1

"GLA" means the Greater London Authority in its capacity as strategic planning authority for Greater London or any successor in statutory function

"Habitable Room" means any room within a residential unit the primary use of which is for living, sleeping and/or dining and which expressly includes any room which is used as a kitchen with a floor area of 13 square metres or more, a living room, a dining room or a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 square metres, a bathroom, a toilet, a corridor or a hall

"Household" means:-

- (a) in relation to an Eligible Purchaser a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons
- (b) in relation to an Eligible Renter a person "A", A and all other persons who would, after purchasing a London Living Rent Housing Unit share that London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons

"Household Income" means:-

- (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household and
- (b) relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households

"Initial Marketing Period" means, in relation to each London Shared Ownership Housing Unit, the first three months of marketing that unit for sale

"Intention Notice" means a notice in writing served on the Chargee by the LPA under paragraph 3.3 of Part 2 of this Schedule that the LPA is minded to purchase the relevant SWFT Affordable Housing

"Intermediate Housing"	means London Shared Ownership Housing and London Living Rent Housing or such other form of intermediate Affordable Housing (for those Londoners who cannot afford market housing but are ineligible for Low Cost Rented Housing) as may be published in the London Plan or supplementary planning guidance issued by the Mayor from time to time or as may otherwise be agreed between the Developer, the GLA and the LPA from time to time
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:- <ul style="list-style-type: none"> (a) including Service Charges, up to 80 per cent of local market rents and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance
"London Affordable Rented Housing Units"	means the Affordable Housing Units to be made available for London Affordable Rented Housing in accordance with this Agreement
"London Living Rent Housing"	means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:- <ul style="list-style-type: none"> (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice (c) at rents not exceeding the relevant maximum rents published by the GLA annually and (d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above
"London Living Rent Housing Units"	means the Affordable Housing Units to be made available for London Living Rent Housing in accordance with this Agreement
"London Plan"	means the London Plan published in March 2016 as revised from time to time
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
"London Shared Ownership Housing"	means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service

Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):-

- (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the latest London Plan Annual Monitoring Report and
- (b) in respect of each London Shared Ownership Housing Unit, must not exceed 28 per cent of the relevant annual gross income upper limit below (or such other limit as is agreed with the LPA and the GLA from time to time) (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the Initial Marketing Period of the London Shared Ownership Housing Unit:-
 - (i) studio: £66,000 plus X
 - (ii) one-bedroom: £66,000 plus X and
 - (iii) two-bedroom: £90,000 plus X,

where "X" is the percentage equal to the percentage increase from £90,000 to the maximum household income in the latest Annual London Plan Monitoring Report on the date on which the relevant annual housing costs are calculated

and "London Shared Ownership Lease" and "London Shared Ownership Lessee" shall be construed accordingly

"London Shared Ownership Housing Units"

means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with this Agreement

"Low Cost Rented Housing"

means London Affordable Rented Housing and Social Rented Housing

"Mayor's Funding Guidance"

means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance

"Milestones"

means the events listed in the Delivery Programme

"Moratorium Period"

means, in each instance where a Chargee has served a Default Notice under paragraph 3.2.1 of Part 2 of this Schedule, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)

"Open Market Housing Units"

means the residential units which are to be sold or let on the open market and which are not Affordable Housing Units

"Option"

means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 3.4 of Part 2 of this Schedule for the purchase of the SWFT Affordable Housing Units

"PML Consent"	means either a detailed planning permission for the PML Development or outline planning permission in respect of which all reserved matters have been secured for at least one Phase
"PML Development"	means the residential development to be carried out on the PML Site
"PML Phase 1"	means the first Phase of the PML Development to contain residential units
"PML S106"	means a deed of planning obligations to be entered into in connection with the PML Consent
"Portfolio Affordable Housing"	means the residential units that must be provided as Affordable Housing pursuant to paragraph 1.1 of Part 1 of this Schedule
"Portfolio Contribution"	means a financial contribution payable by the Developer to satisfy all or part of the Affordable Housing Deficit to be approved by both the GLA and the LPA calculated on the basis of the cost of delivering the requisite additional Affordable Housing as follows:-

$$\text{Portfolio Contribution} = A - B$$

where:-

A = the build costs of providing the Affordable Habitable Rooms required to make up the Affordable Housing Deficit based on up-to-date appropriate comparable evidence of build costs of Affordable Housing on the Portfolio Contribution Comparable Sites which in either case shall include:-

- (i) construction and delivery costs, including preliminary costs, demolition, site clearance and site preparation costs, abnormal costs, provision of on-site infrastructure, contractor's overheads and profits and contingencies
- (ii) finance costs (6.5% of construction and delivery costs)
- (iii) professional fees (10% of construction and delivery costs)
- (iv) marketing costs (3% of construction and delivery costs)
- (v) land costs (calculated on the basis of existing use value of the Portfolio Contribution Comparable Sites)
- (vi) developer profit (6% of Estimated GDV)

B = the value of the Affordable Habitable Rooms required to make up the Affordable Housing Deficit being the sum of:-

- (i) the average value per square metre of Low Cost Rented Housing on the Portfolio Contribution Comparable Sites multiplied by the floor space (in square metres) required to provide the Affordable Habitable Rooms in Low Cost Rented Housing required to make up the Affordable Housing Deficit; and
- (ii) the average value per square metre of Intermediate Housing on the Portfolio Contribution Comparable Sites multiplied by the floor space (in square metres) required to provide the Affordable Habitable Rooms in Intermediate

Housing required to make up the Affordable Housing Deficit

- "Portfolio Contribution Comparable Sites"** means a typical site in the administrative area of the London Borough of Newham on which the Portfolio Contribution could be used to provide the Affordable Habitable Rooms required to make up the Affordable Housing Deficit
- "Portfolio Development Period"** means the period of time from the date falling nine months following the approval of the Delivery Programme to Completion of the RRW Development
- "Portfolio Requirement"** means the requirements at paragraphs 1.1 and 1.2 of Part 1 of this Schedule
- "Portfolio Sites"** means the SWFT Site, the Pudding Mill Site and the RRW Site
- "Priority Band 1"** means in respect of each London Shared Ownership Housing Unit size listed in column 1 of the table below the Eligible Purchaser shall have a Household Income that does not exceed the amount specified in the corresponding row of column 2 or such other figure as is agreed with the LPA and GLA from time to time:-

Column 1: London Shared Ownership Unit Size	Column 2: Maximum Household Income
Studio	£66,000 plus X
1 bed	£66,000 plus X
2 bed	£90,000 plus X

where "X" is the percentage equal to the percentage increase from £90,000 to the maximum household income in the latest Annual London Plan Monitoring Report on the date on which the relevant Household Income is calculated

- "Priority Band 2"** means that the Eligible Purchaser shall have a Household Income that does not exceed the annual gross income upper limit for London Shared Ownership Housing as specified in the most recent London Plan Annual Monitoring Report from time to time such amount being £90,000 as at the date of this Agreement
- "Public Subsidy"** means funding from the LPA and/or the GLA together with any additional public subsidy secured by the Developer to support the delivery of the Development
- "Pudding Mill Development"** means the BWT Development and the PML Development
- "Pudding Mill Consent"** means whichever is the earlier to be granted of the BWT Consent and the PML Consent
- "Pudding Mill Residential Building"** means any building comprising part of the Pudding Mill Development and which once completed in accordance with the BWT Consent or the PML Consent (as applicable) will comprise at least 150 residential units
- "Pudding Mill Substantial Implementation"** means the occurrence of all of the following in respect of the Pudding Mill Development:

	(a) completion of all ground preparation works of any Pudding Mill Residential Building
	(b) construction of the ground floor slab of any Pudding Mill Residential Building and
	(c) letting of a contract for the construction of any Pudding Mill Residential Building
"Purchased LLR Unit"	means any London Living Rent Housing Unit which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraph 4 of Part 2 of this Schedule
"Regulator of Social Housing"	means the Regulator of Social Housing established under Part 2 of the Housing and Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation
"Relevant Development"	means the Pudding Mill Development, the RRW Development, or the Development as the context so requires
"Relevant Review Date"	means the date of the submission of the Development Viability Information in respect of either the Development, the Pudding Mill Development, or the RRW Development as appropriate
"Relevant Site"	means the Pudding Mill Site, the RRW Site, or the SWFT Site as the context so requires
"Relevant Substantial Implementation"	means RRW Substantial Implementation or SWFT Substantial Implementation or Pudding Mill Substantial Implementation as the context so requires
"Rent Guidance"	means the Guidance on Rents for Social Rented Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation
"RRW Consent"	means either a detailed planning permission for the RRW Development or an outline planning permission together with the reserved matters approvals for at least one Phase
"RRW Development"	means the residential development to be carried out on the RRW Site
"RRW Phase 1"	means the first phase of the RRW Development to contain residential units
"RRW Release Request"	means a request by the Developer under paragraph 6.1 of Part 1
"RRW S106"	means a deed of planning obligations to be entered into in connection with the RRW Consent

"RRW Substantial Implementation"	means the occurrence of all of the following in respect of the RRW Development:- <ul style="list-style-type: none"> (a) completion of all ground preparation works of any building that includes residential units forming part of the RRW Development (b) construction of the ground floor slab of any building that includes residential units forming part of the RRW Development and (c) letting of a contract for the construction of any building that includes residential units forming part of the RRW Development
"RTA Purchaser"	means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit
"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents
"Staircasing"	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and "Staircased" shall be construed accordingly
"Substantial Implementation Target Date"	means:- <ul style="list-style-type: none"> (a) in respect of the Development the date 24 months from but excluding the date of grant of the Planning Permission; and (b) in respect of the RRW Development the date 36 months from but excluding the date of grant of the RRW Consent; and (c) in respect of the Pudding Mill Development the date 36 months from but excluding the date of grant of the Pudding Mill Consent
"Sums Due"	means all sums due to a Chargee of the SWFT Affordable Housing pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"SWFT Affordable Housing"	means 35% by Habitable Room of the residential units forming part of the Development to be provided as Intermediate Housing, subject to Part 3 and "SWFT Affordable Housing Units" shall be construed accordingly
"SWFT Substantial Implementation"	means the occurrence of all of the following in respect of the Development:- <ul style="list-style-type: none"> (a) completion of all ground preparation works of any Cultural Building (b) construction of the ground floor slab of any Cultural Building and (c) letting of a contract for the construction of any Cultural Building

"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time
"Viability Review"	means a review of the viability of the Relevant Development and the proposed provision of Affordable Housing in accordance with Part 3 of this schedule
"Works of Development"	means "development" as that term is defined in section 55(1) of the 1990 Act but excluding works of or relating to site investigations, site security or maintenance, or repairs associated with any works from time to time or any other "development" which is expressly excluded from this definition with the agreement of the LPA

PART 1

PORTFOLIO SITE REQUIREMENTS

1. PROVISION OF AFFORDABLE HOUSING WITHIN THE PORTFOLIO SITES

1.1 Not less than 50% of the residential dwellings to be provided as part of the Development, the Pudding Mill Development and the RRW Development (in aggregate) shall be provided as Affordable Housing and such percentage shall be calculated on a Habitable Rooms basis.

1.2 At least 30% of the Portfolio Affordable Housing shall be provided as Low Cost Rented Housing and, subject to Part 3, the remainder shall be provided as Intermediate Housing.

2. PUDDING MILL LANE

2.1 The Developer covenants that no Works of Development shall take place on the PML Site unless such Works of Development are pursuant to a planning permission which is subject to a deed of planning obligations made pursuant to section 106 of the 1990 Act which binds the freehold interest(s) that comprise the PML Site and which contains at least the following provisions:-

2.1.1 that at least 40% of the residential units, calculated on a Habitable Rooms basis, within the PML Development are to be provided as Affordable Housing;

2.1.2 that at least 30% of the Affordable Housing Units in the PML Development shall be provided as Low Cost Rented Housing and, subject to Part 3, the remainder shall be provided as Intermediate Housing;

2.1.3 that the Developer shall use Reasonable Endeavours to ensure that the Affordable Housing Units provided within the PML Development are dispersed both within each phase of the PML Development and throughout the PML Development as a whole;

2.1.4 that no more than 75% of the Open Market Housing Units in the PML Development shall be occupied until either the AH Confirmation or the Alternative AH Strategy is Approved;

2.1.5 that no more than 50% of the Open Market Housing Units in the PML Development shall be occupied until 60% of the Affordable Housing Units in the PML Development have been provided and made ready for occupation;

2.1.6 that no more than 70% of the Open Market Housing Units in the PML Development shall be occupied until 80% of the Affordable Housing Units in the PML Development have been provided and made ready for occupation; and

2.1.7 that no more than 85% of the Open Market Housing Units in the PML Development shall be occupied until 100% of the Affordable Housing Units in the PML Development have been provided and made ready for occupation.

2.2 The Developer covenants that no Works of Development shall take place on the BWT Site unless such Works of Development are pursuant to a planning permission which is subject to a deed of planning obligations made pursuant to section 106 of the 1990 Act which binds the freehold interest(s) that comprise the BWT Site and which contains at least the following provisions:-

2.2.1 that at least 50% of the residential units, calculated on a Habitable Rooms basis, within the BWT Development are to be provided as Affordable Housing;

2.2.2 that at least 30% of the Affordable Housing Units in the PML Development shall be provided as Low Cost Rented Housing and, subject to Part 3, the remainder shall be provided as Intermediate Housing;

2.2.3 notwithstanding the requirements of paragraph 2.2.1 and 2.2.2 above, that within BWT Phase 1 50% of the residential units shall be provided as Affordable Housing Units and of those at least 60% shall be Low Cost Rented Housing with the remainder being Intermediate Housing (subject to Part 3);

2.2.4 that the Developer shall use Reasonable Endeavours to ensure that the Affordable Housing Units provided within the BWT Development are dispersed both within each phase of the BWT Development and throughout the BWT Development as a whole;

2.2.5 that no more than 56% of the Open Market Housing Units in the BWT Development shall be occupied until 52% of the Affordable Housing Units in the BWT Development have been provided and made ready for occupation;

2.2.6 that no more than 78% of the Open Market Housing Units in the BWT Development shall be occupied until 69% of the Affordable Housing Units in the BWT Development have been provided and made ready for occupation; and

2.2.7 that no more than 87% of the Open Market Housing Units in the BWT Development shall be occupied until 100% of the Affordable Housing Units in the BWT Development have been provided and made ready for occupation.

3. RICK ROBERTS WAY

3.1 Subject to paragraph 4, the Developer covenants that no Works of Development shall take place on the RRW Site unless such Works of Development are pursuant to a planning permission which is subject to a deed of planning obligations made pursuant to section 106 of the 1990 Act which binds the freehold interest(s) which comprise the RRW Site and which contains at least the following provisions:-

3.1.1 a requirement to provide a sufficient number of Affordable Housing Units within the RRW Development in order to achieve the Portfolio Requirement;

3.1.2 that the Developer shall use Reasonable Endeavours to ensure that the Affordable Housing Units provided within the RRW Development are dispersed both within each phase of the RRW Development and throughout the RRW Development as a whole;

3.1.3 that no more than 20% of the Open Market Housing Units in the RRW Development shall be occupied until 50% of the Affordable Housing Units in the RRW Development have been provided and made ready for occupation;

3.1.4 that no more than 35% of the Open Market Housing Units in the RRW Development shall be occupied until 75% of the Affordable Housing Units in the RRW Development have been provided and made ready for occupation; and

3.1.5 that no more than 50% of the Open Market Housing Units in the RRW Development shall be occupied until 100% of the Affordable Housing Units in the RRW Development have been provided and made ready for occupation.

4. ALTERNATIVE PORTFOLIO SITES AFFORDABLE HOUSING PROVISION

4.1 If either:-

4.1.1 the Developer can demonstrate to the reasonable satisfaction of both the LPA and the GLA that it cannot reasonably provide the required number of Affordable Housing Units within the RRW Development so as to satisfy the Portfolio Requirement (PROVIDED THAT the viability of the RRW Development shall not be a factor in determining whether the required number of Affordable Housing Units can be provided within the RRW Development so as to satisfy the Portfolio Requirement); or

4.1.2 a RRW Release Request has been approved by the LPA and the GLA,
the Developer shall submit to the LPA and the GLA for approval the Alternative AH Strategy

4.2 The Alternative AH Strategy will provide for the provision of Affordable Housing Units in order to make up the Affordable Housing Deficit in the following order of priority:-

4.2.1 firstly by the provision of Affordable Housing Units on the Pudding Mill Site in addition to the Affordable Housing Units already required under this Agreement, the PML S106, the BWT S106 and any Viability Review;

4.2.2 secondly by the provision of Affordable Housing Units on other sites owned by LLDC PROVIDED ALWAYS that any such provision must be in addition to the provision of Affordable Housing required by planning policy for the redevelopment of those sites;

4.2.3 thirdly by the provision of Affordable Housing Units on sites within the administrative area of the LLDC PROVIDED ALWAYS that any such provision must be in addition to the provision of Affordable Housing required by planning policy for the redevelopment of those sites;

4.2.4 fourthly by the provision of Affordable Housing Units on sites within the administrative area of the London Borough of Newham PROVIDED ALWAYS that any such provision must be in addition to the provision of Affordable Housing required by planning policy for the redevelopment of those sites; and

4.2.5 fifthly the payment of the Portfolio Contribution PROVIDED THAT payment of the Portfolio Contribution will only be acceptable if the Developer can demonstrate to the reasonable satisfaction of both the LPA and the GLA no earlier than the occupation of more than 60% of the Open Market Housing Units in the Pudding Mill Development (or such other date as is agreed with the LPA and the GLA) that the Affordable Housing Deficit cannot be provided using the four measures in 4.2.1 to 4.2.4 (inclusive).

4.3 Following Approval of the Alternative AH Strategy the Developer shall enter into a deed of planning obligations pursuant to section 106 of the 1990 Act in order to secure the provision of the Affordable Housing Deficit as per the Approved Alternative AH Strategy including any modifications to this Agreement (including but not limited to any modifications required in relation to paragraph 3 above) and no Works of Development shall take place on the RRW Site until such deed of planning obligations has been entered into.

4.4 In the event that any Portfolio Contribution is paid to the LPA then any such contribution shall only be spent on the provision of Affordable Housing within the administrative area of the LLDC and the London Borough of Newham.

5. **MARKETING OF LONDON SHARED OWNERSHIP UNITS**

5.1 The Developer covenants in respect of each Relevant Development as follows:-

5.1.1 that for each Phase during the Initial Marketing Period each London Shared Ownership Housing Unit within that Phase shall be marketed for sale exclusively to Eligible Purchasers who are within Priority Band 1; and

5.1.2 following the expiry of the period referred to in sub-paragraph 5.1.1 each London Shared Ownership Housing Unit that has not been sold shall be marketed for sale only to Eligible Purchasers who are within Priority Band 2.

5.2 The Developer covenants that the London Shared Ownership Housing Units in each Relevant Development shall not be Occupied unless the requirements of paragraph 5.1 has been complied with.

6. RRW RELEASE REQUEST

6.1 If the Developer is of the view that there is no reasonable prospect of commencing the RRW Development before the occupation of 60% of the Open Market Housing Units in the Pudding Mill Development, it may submit an RRW Release Request to the LPA and the GLA for approval in accordance with the following provisions of this Paragraph 6.

6.2 The RRW Release Request must set out a full justification of the Developer's view that there is no reasonable prospect of commencing the RRW Development before the occupation of 60% of the Open Market Housing Units in the Pudding Mill Development.

6.3 The RRW Release Request must not include as a justification and the LPA and the GLA shall not take into consideration when determining whether to approve an RRW Release Request the viability of the RRW Development.

6.4 Not later than 10 Working Days of receipt of an RRW Release Request, the GLA and/or the LPA may notify the Developer that the GLA and/or the LPA requires further evidence or information from the Developer in order to consider the RRW Release Request.

6.5 The GLA and the LPA may make further requests for evidence or information from the Developer until, in their reasonable opinion, they have all of the necessary evidence and information to consider the RRW Release Request.

6.6 Not later than (a) 30 Working Days after receipt of an RRW Release Request or (b) if the GLA and/or the LPA has made a request for information or evidence under paragraph 6.4 or paragraph 6.5, 30 Working Days after receipt of the last piece of information or evidence requested, each of the LPA and the GLA shall, each acting reasonably, determine (and notify the Developer in writing of) whether that RRW Release Request is approved.

PART 2

DELIVERY OF AFFORDABLE HOUSING WITHIN THE DEVELOPMENT

1. SWFT AFFORDABLE HOUSING

1.1 The Developer shall not Occupy more than 65% of the Open Market Housing Units within the Development until 60% of the SWFT Affordable Housing has been completed and is ready for Occupation.

1.2 The Developer shall not Occupy more than 70% of the Open Market Housing Units within the Development until 80% of the SWFT Affordable Housing has been completed and is ready for Occupation.

1.3 The Developer shall not Occupy more than 90% of the Open Market Housing Units within the Development until 100% of the SWFT Affordable Housing has been completed and is ready for Occupation.

1.4 The Developer shall not Occupy more than 85% of the Open Market Housing Units within the Development until:-

1.4.1 the Pudding Mill Consent has been granted; and

1.4.2 the earliest date on which any building that includes residential units within BWT Phase 1 or PML Phase 1 or RRW Phase 1 has been constructed to ground floor slab.

1.5 The Developer shall use reasonable endeavours to ensure that the SWFT Affordable Housing is dispersed throughout the Outline Element and each Phase within which SWFT Affordable Housing is provided.

2. USE AS AFFORDABLE HOUSING

The Developer covenants that it shall not Occupy the SWFT Affordable Housing Units for any purpose other than as Intermediate Housing or Low Cost Rented Housing.

3. EXCLUSION OF LIABILITY

3.1 The obligations and restrictions contained in this schedule shall not bind:-

3.1.1 any RTA Purchaser;

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

3.1.3 any London Shared Ownership Housing Unit where the London Shared Ownership Lessee has acquired 100% of the equity in such unit through Staircasing; or

3.1.4 any Chargee.

3.2 In order to benefit from the protection granted by paragraph 3.1.4, a Chargee must:-

3.2.1 serve a Default Notice on the LPA pursuant to the requirements of Clause 7 addressed to the Director of Planning Policy and Decisions of the LPA prior to seeking to dispose of the relevant SWFT Affordable Housing Units;

3.2.2 when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant SWFT Affordable Housing Units; and

3.2.3 subject to paragraph 3.6 below, not exercise its power of sale over or otherwise dispose of the relevant SWFT Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 3.4 below.

3.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the LPA may serve an Intention Notice on the Chargee.

3.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will grant the LPA (and/or the LPA's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant SWFT Affordable Housing Units which shall contain the following terms:-

3.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

3.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 3.5.2 below or determined in accordance with paragraph 3.6 below;

3.4.3 provided that the purchase price has been agreed in accordance with paragraph 3.5.2 below or determined in accordance with paragraph 3.6 below, but subject to paragraph 3.4.4 below, the LPA (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant SWFT Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

3.4.4 the Option will expire upon the earlier of (i) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and

3.4.5 any other terms agreed between the parties to the Option (acting reasonably).

3.5 Following the service of the Intention Notice:-

3.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the LPA (or its nominated substitute Affordable Housing Provider) in relation to the relevant SWFT Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

3.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant SWFT Affordable Housing Units, which shall be the higher of:-

(a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant SWFT Affordable Housing Units contained in this schedule 1; and

(b) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

3.6 On the date falling 10 Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 3.5.2(a) above:-

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

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

3.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.5.2(a) above, due regard being had to all the restrictions imposed upon the relevant SWFT Affordable Housing Units by this Agreement;

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

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

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

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

3.7 The Chargee may dispose of the relevant SWFT Affordable Housing Units free from the obligations and restrictions contained in paragraphs 1 to 3 of Part 2 of this Schedule which shall determine absolutely in respect of those SWFT Affordable Housing Units (but subject to any existing tenancies) if:-

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

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

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

3.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 3.2 to 3.7 above (inclusive).

4. LONDON LIVING RENT HOUSING UNITS

4.1 At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.

4.2 If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 4.1 above, the Developer shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.

4.3 On the 10 anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that given time of that unit has not elected to acquire that unit, the Developer may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT the sale shall only complete after the termination of the current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).

4.4 On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 4.2 or 4.3 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.

4.5 The Developer shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant Shared Ownership Lessee has Staircased to 100 per cent equity.

PART 3

VIABILITY REVIEWS

1. VIABILITY REVIEW TRIGGER

1.1 In respect of each Relevant Development, the Developer shall notify the LPA in writing of the date on which it considers that the Relevant Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether the Relevant Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.2 No later than five Working Days after receiving a written request from the LPA, the Developer shall provide to the LPA any additional documentary evidence reasonably requested by the LPA to enable it to determine whether the Relevant Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

1.3 Following the Developer's notification pursuant to paragraph 1.1 of this Part 3, the Developer shall afford the LPA access to the Relevant Site to inspect and assess whether or not the works which have been undertaken achieve the Relevant Substantial Implementation PROVIDED ALWAYS THAT the LPA shall:-

1.3.1 provide the Developer with reasonable written notice of its intention to carry out such an inspection;

1.3.2 comply with relevant health and safety legislation; and

1.3.3 at all times be accompanied by the Developer or its agent.

1.4 No later than 20 Working Days after the LPA receives

1.4.1 notice pursuant to paragraph 1.1 of this Part 3; or

1.4.2 if the LPA makes a request under paragraph 1.2 of this Part 3, the additional documentary evidence,

the LPA shall inspect the Relevant Site and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether or not the LPA considers that the Relevant Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5 If the LPA notifies the Developer that the LPA considers that the Relevant Substantial Implementation has not been achieved then this Part 3 shall continue to apply mutatis mutandis until the LPA has notified the Developer pursuant to paragraph 1.4 of this Part 3 that the Relevant Substantial Implementation has been achieved.

1.6 The Developer shall not Occupy each Relevant Development or any part thereof until:-

1.6.1 the LPA has notified the Developer pursuant to paragraph 1.4 of this Part 3 that the Relevant Substantial Implementation has been achieved on or before Substantial Implementation Target Date;

1.6.2 the LPA has notified the Developer pursuant to paragraph 3.4 of this Part 3 that no Additional Affordable Housing in the Relevant Development is required; or

1.6.3 if the LPA notifies the Developer pursuant to paragraph 3.4 of this Part 3 that Additional Affordable Housing in the Relevant Development is required, an Additional Affordable Housing Scheme for the Relevant Development has been approved pursuant to paragraph 3.5 of this Part 3.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 In respect of each Relevant Development, where the Relevant Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the LPA under paragraph 1.4 of this Part 3 or pursuant to dispute resolution in accordance with Clause 11):-

2.1.1 the Developer shall submit the following information to the LPA by no later than 20 Working Days after the date on which the Developer is notified pursuant to paragraph 1.4, on the basis that the LPA may make such information publicly available:-

- (a) the Development Viability Information;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and
- (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme; and

2.1.2 paragraphs 3 and 4 of this Part 3 shall apply.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 In respect of each Relevant Development, the LPA shall assess the information submitted pursuant to paragraph 2 of this Part 3 and assess whether in its view Additional Affordable Housing is required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the LPA will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Developer.

3.2 The LPA may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part 3.

3.3 In the event that the LPA and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Developer shall provide any reasonably required information to the LPA or any External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA and/or any External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing is required to be delivered in accordance with Formula 1a and Formula 2.

3.4 When the LPA or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of this Part 3, the LPA shall notify the Developer in writing of the LPA's decision as to whether any Additional Affordable Housing is required and whether the submitted Additional Affordable Housing Scheme is approved.

3.5 Where the LPA concludes that Additional Affordable Housing is required but the Developer's initial submission concluded otherwise, the Developer shall provide an Additional Affordable Housing Scheme to the LPA for approval (such approval not to be unreasonably withheld or delayed) within 20 Working Days of the date on which it receives the LPA's notice pursuant to paragraph 3.4 of this Part 3.

3.6 If an Additional Affordable Housing Scheme is submitted to the LPA pursuant to paragraph 3.5 above, the LPA shall notify the Developer in writing of its decision as to whether the submitted Additional Affordable Housing Scheme is approved.

3.7 If the LPA's assessment pursuant to paragraph 3.4 of this Part 3 concludes that:-

3.7.1 a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing pursuant to Formula 2; or

3.7.2 a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of units of Additional Affordable Housing pursuant to Formula 2;

then in either scenario the Developer shall pay any such surplus profit allocable to any incomplete units of Additional Affordable Housing to the LPA as a financial contribution towards offsite Affordable Housing.

3.8 If the LPA's assessment pursuant to paragraph 3.4 of this Part 3 concludes that in relation to the RRW Development a surplus profit arises following the application of Formula 1a, but it is not considered possible to deliver part or all of the Additional Affordable Housing pursuant to Formula 2 as

3.8.1 the tenure split of the Affordable Housing in the RRW Development delivers 80% of the Affordable Housing Units as Low Cost Rented Housing (PROVIDED THAT the Portfolio Requirement has already been satisfied); and

3.8.2 a contract has been entered into for the delivery of the Pudding Mill Development (or part thereof) and a planning application has been submitted in respect of a Pudding Mill Consent, and where procurement relating to the Pudding Mill Development has commenced and the Developer can demonstrate through submission of evidence to the Local Planning Authority that it has explored all the potential options and that there is no reasonable prospect to provide any Additional Affordable Housing on the Pudding Mill Development and this is approved by the Local Planning Authority acting reasonably; and

3.8.3 the Developer can demonstrate through submission of evidence to the Local Planning Authority that provision of Additional Affordable Housing would be prejudicial to the Delivery Programme and viability of the Pudding Mill Development, and this is approved by the Local Planning Authority acting reasonably,

then the Developer shall pay any such surplus profit to the LPA as a financial contribution towards offsite Affordable Housing.

3.9 Notwithstanding the conclusion of any Viability Review the Developer shall not be required to provide:-

3.9.1 more than 35% of the residential units in the Development as Affordable Housing (calculated by Habitable Room) PROVIDED THAT (subject to paragraph 3.7 and sub-paragraphs 3.9.2 and 3.9.3 below) if there is remaining surplus profit after this cap is achieved, this remaining surplus profit will be used to provide Additional Affordable Housing in the Pudding Mill Development and/or the RRW Development in addition to any Additional Affordable Housing required following a Viability Review in relation to the Pudding Mill Development and/or the RRW Development;

3.9.2 more than 40% of the residential units in the Pudding Mill Development as Affordable Housing (calculated by Habitable Room) PROVIDED THAT the tenure split of the Affordable Housing in the Pudding Mill Development accords with the Affordable Housing Tenure Split and FURTHER PROVIDED THAT (subject to paragraph 3.7) if there is remaining surplus profit after this cap is achieved, this remaining surplus profit will be used either: (i) to provide Additional Affordable Housing in the RRW Development in addition to any Additional Affordable Housing required following a Viability Review in relation to the RRW Development; or (ii) to provide further Additional Affordable Housing

in the Pudding Mill Development over and above the said cap (BUT SUBJECT ALWAYS to the overall cap specified in paragraph 3.9.3 below); nor

3.9.3 more than 50% of the residential units in the Development, the Pudding Mill Development and the RRW Development (in aggregate) as Affordable Housing (calculated by Habitable Room) PROVIDED THAT the tenure split of the Affordable Housing in the Development, the Pudding Mill Development and the RRW Development (in aggregate) accords with the Affordable Housing Tenure Split.

3.10 The Developer shall pay the LPA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Part 3 including those of the External Consultant within 20 Working Days of receipt of a written request for payment, provided that any such request is made no later than six months after the notification given pursuant to paragraph 3.4 or, if applicable, paragraph 3.7.

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

4.1 In respect of each Relevant Development, where it is determined pursuant to paragraph 3.4 of this Part 3 that Additional Affordable Housing is required to be provided, the requirements of this Schedule shall apply to the Additional Affordable Housing in the same way that it applies to the remainder of the Affordable Housing to be provided in the Relevant Development and in any event the Developer shall not Occupy more than 80% of the Open Market Housing Units within the Relevant Site to which the relevant Viability Review relates unless and until it has paid any remaining surplus profit pursuant to paragraph 3.7 of this Part 3.

4.2 The Parties agree that the terms of Part 2 of this Schedule 1 shall apply mutatis mutandis to the provision and use of any Additional Affordable Housing.

5. PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Developer following the application of Formula 2.

6. MONITORING

6.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the LPA shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

6.2 The Parties acknowledge and agree that the LPA shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of each Additional Affordable Housing Scheme pursuant to paragraph 3.4 or 3.6 of this Part 3 or, if an Additional Affordable Housing Scheme is not required by the LPA, the conclusion of each assessment under paragraph 3.4 of this Part 3:-

6.2.1 the number and tenure of the Additional Affordable Housing by unit numbers and Habitable Room (if any);

6.2.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and

6.2.3 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.7 of this Part 3.

PART 4

DELIVERY PROGRAMME

1. DELIVERY PROGRAMME

1.1 The Developer shall submit a Delivery Programme to the LPA and the GLA for approval as soon as reasonably practicable following the date of this Agreement and in any event by not later than 31 December 2019.

1.2 The Developer shall not Commence the Outline Element until a Delivery Programme has been approved by both the LPA and the GLA.

1.3 The following details are required in a Delivery Programme:-

1.3.1 a strategy, phasing plans and a programme in order to ensure the timely delivery of the Portfolio Requirement;

1.3.2 timescales for applications to be made for the PML Consent, the BWT Consent, the RRW Consent and all reserved matters approvals required under the Planning Permission, the PML Consent, the BWT Consent and the RRW Consent;

1.3.3 timescales for commencement of each Relevant Development and for provision of the residential units on each Portfolio Site; and

1.3.4 milestones for delivery of the Portfolio Affordable Housing.

1.4 Where the Delivery Programme first approved by the LPA and the GLA does not contain all the details in paragraph 1.3 above, the Developer shall when providing each update under paragraph 2.1 below submit to the LPA and the GLA for approval a further iteration of the Delivery Programme until all of the details required in paragraph 1.3 above have been provided and approved

1.5 Subject to paragraph 1.5 of this Part 4 the Developer shall Comply with the latest Delivery Programme approved by the LPA and the GLA during the development of the Portfolio Sites.

1.6 Where the Developer anticipates that it may not be able to Comply with the latest Delivery Programme approved it shall submit a revised Delivery Programme to the LPA and the GLA for Approval by the LPA and the GLA.

1.7 Where a revised Delivery Programme is Approved by both the LPA and the GLA pursuant to paragraph 1.6 of this Part 4 the Developer shall thereafter Comply with the revised Delivery Programme and paragraph 1.5 shall apply mutatis mutandis.

1.8 The LPA, the Developer and the GLA shall act reasonably in relation to the submission and approval of the Delivery Programme (including any revised Delivery Programme). The Developer shall act reasonably in relation to Compliance with the Delivery Programme and the LPA shall act reasonably in relation to enforcement of Compliance with the Delivery Programme.

1.9 Any dispute between the LPA, the Developer and the GLA in relation to the Delivery Programme, including its approval and Compliance with it, may be referred to the Mayor of London's Chief of Staff by any of those parties for resolution and Clause 11 of this Agreement shall not apply to any such dispute.

1.10 The decision of the Mayor of London's Chief of Staff in relation to any dispute referred to him under paragraph 1.9 above shall be final and binding on the LPA, the Developer and the GLA.

2. DELIVERY PROGRAMME MONITORING

2.1 Throughout the Portfolio Development Period the Developer shall update the LPA and GLA no less than once every 12 months unless otherwise agreed in writing with the LPA and the GLA,

and the GLA in the LLDC Policy Liaison meeting every 6 months or more frequently if required by the Mayor of London, in a format to be agreed between the Parties, such update to include:-

- 2.1.1 confirmation of which Milestones have been achieved to date;
- 2.1.2 which Milestones it is anticipated will be achieved before the next update;
- 2.1.3 whether it is anticipated that any Milestones will not be achieved in accordance with the latest Delivery Programme approved and, if so, what the likely delay is anticipated to be;
- 2.1.4 any other details reasonably requested by the LPA and the GLA.

ANNEX TO SCHEDULE 1

FORMULA 1a (Surplus profit available for additional on-site affordable housing)

$$\text{"Surplus profit"} = ((A - B) - (D - E)) - P$$

Where:-

A = Estimated GDV (£)

B = $A + (C + 1)$

C = Percentage change in the Land Registry House Price Index for new build properties for the LPA's administrative area from the date of grant of the Planning Permission, the Pudding Mill Consent or the RRW Consent (as appropriate) to the Relevant Review Date (using the latest index figures publicly available) (%)

D = Estimated Build Costs (£)

E = $D + (F + 1)$

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from the date of the grant of the Planning Permission, the Pudding Mill Consent or the RRW Consent (as appropriate) to the Relevant Review Date (using the latest index figures publicly available) (%)

P = $(A - B) * Y$

Y = 17.5%, being developer profit as a percentage of GDV (%)

Notes:

(A – B) represents the change in GDV of the private residential component (and the Commercial Floorspace for the Development only) of the Relevant Development from the date of grant of the planning permission for the Relevant Development (which date, for the avoidance of doubt, in the case of the Pudding Mill Development is the date of grant of the Pudding Mill Consent) to the date of review.

(D – E) represents the change in build costs of the private residential component (and the Commercial Floorspace for the Development only) of the Relevant Development from the date of grant of the planning permission for the Relevant Development (which date, for the avoidance of doubt, in the case of the Pudding Mill Development is the date of grant of the Pudding Mill Consent) to the date of review.

FORMULA 2 (Additional affordable housing)

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

X = $(E \div (C - B)) + D$

Where:-

B = Average London Affordable Rented Housing Value for the Relevant Development (£ per m2)

C = Average Shared Ownership Housing Value for the Relevant Development (£ per m2)

D = Average Habitable Room size for the Relevant Development as established in the relevant reserved matters approval

E = Surplus profit available for Additional Affordable Housing in the Relevant Development as determined in Formula 1a (£)

Notes:

(C – B) represents the difference in average value of London Shared Ownership Housing in the Relevant Development per m² and average value of London Affordable Rented Housing in the Relevant Development per m² (£)

$E \div (C - B)$ represents the additional London Affordable Rented Housing requirement (m²)

SCHEDULE 2

REMEDIATION FORUM AND CONSTRUCTION TRANSPORT MANAGEMENT GROUP

DEFINITIONS

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

"Alternative Construction Management Group"	means a construction management group established for the Development by the Developer and operating on substantially the same basis as the Construction Transport Management Group
"Alternative Remediation Forum"	means a remediation forum established for the Development by the Developer and operating on substantially the same basis as the Remediation Forum
"Construction Transport Management Group"	means the existing group established under the LCS to discuss coordination of operational construction management and logistics interfaces between contractors and development zones
"LCS"	means the Legacy Communities Scheme which is planning permission for legacy development (LPA ref. 11/90621/OUTODA as varied by ref: 14/00036/VAR and 17/00236/VAR and 18/00471/VAR)
"Remediation Forum"	means the existing forum established under LCS for the reporting and discussion of contamination and remediation issues to ensure the procedure set out in the code of construction practice and the global remediation strategy is followed in line with the remediation protocol

1. REMEDIATION FORUM AND THE CONSTRUCTION TRANSPORT MANAGEMENT GROUP - DETAILED ELEMENT

1.1 This Paragraph 1 applies to the Detailed Element only.

1.2 Prior to Commencement of the Detailed Element the Developer covenants that it shall become a member at its own cost of the Remediation Forum.

1.3 Subject to Paragraph 1.6 below, the Developer covenants that it shall remain a member of the Remediation Forum until Completion of the Development of the Detailed Element

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

1.5 Subject to Paragraph 1.6 below, the Developer covenants that it shall remain a member of the Construction Transport Management Group until Completion of the Detailed Element.

1.6 In the event that both or either of the Remediation Forum and/or the Construction Transport Management Group cease to exist, the Developer shall be required to establish and operate for the remainder of the construction of the Detailed Element the Alternative Remediation Forum and/or the Alternative Construction Management Group (as applicable) as soon as reasonable practicable.

2. REMEDIATION FORUM AND THE CONSTRUCTION TRANSPORT MANAGEMENT GROUP - OUTLINE ELEMENT

2.1 This Paragraph 2 applies to the Outline Element only.

2.2 Prior to Commencement of the Outline Element the Developer covenants that it shall become a member at its own cost of the Remediation Forum.

2.3 Subject to Paragraph 2.6 below, the Developer covenants that it shall remain a member of the Remediation Forum until Completion of the Outline Element.

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

2.5 Subject to Paragraph 2.6 below, the Developer covenants that it shall remain a member of the Construction Transport Management Group until Completion of the Outline Element.

2.6 In the event that both or either of the Remediation Forum and/or the Construction Transport Management Group cease to exist, the Developer shall be required to establish and operate for the remainder of the construction of the Outline Element the Alternative Remediation Forum and/or the Alternative Construction Management Group (as applicable) as soon as reasonable practicable.

SCHEDULE 3

LOCAL EMPLOYMENT

DEFINITIONS

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

"Agreed Targets"	means the targets detailed in paragraph 1.1 and paragraph 2.2 (as applicable)
"Alternative Employment and Training Programme"	means an employment and training programme established for the Development by the Developer and operating on substantially the same basis as the East Works Programme
"Construction Contract"	means both Tier 1 Contracts and Tier 2 Contracts
"East Works Programme"	means LLDC's programme East Works for delivering a range of employment and skills initiatives aimed at local residents, in partnership with the DE Building Occupiers
"Employment Strategy"	means a strategy setting out fair employment policies (which include employment targets) prepared having regard to relevant planning policies
"Local Resident"	means a resident of one of the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest
"London Living Wage"	means the minimum amount (currently £10.55 (ten pounds and fifty five pence)) of pay per hour that all workers in London should receive, as published from time to time by the Living Wage Foundation
"Qualifying Retail Units"	means Retail Units of 350 square metres net sales area or greater
"Specialist Jobs"	means:- <ul style="list-style-type: none">(a) BBC Symphony orchestra singers, chorus, musicians and technicians(b) V&A curators(c) University of the Arts London and London College of Fashion academics, technicians and international posts
"Tier 1 Contracts"	means those direct construction contracts between the Developer and a third party construction contractor who directly covenants with the Developer for the construction of the Development
"Tier 2 Contracts"	means those construction contracts entered into between the Tier 1 Contract contractors and its immediate supply chain contractors for the purposes of constructing the Development

1. CONSTRUCTION JOBS TARGET

1.1 The Developer shall use Reasonable Endeavours to meet the following targets in respect of construction jobs at the Development during construction:

Construction jobs	At least 30% of the construction workforce to be a Local Resident
Construction apprenticeships	At least 5% of the construction workforce to be apprentices working towards an NVQ or equivalent and of these at least 50% shall be a Local Resident
Construction jobs	At least 50% of the construction workforce to be from a black, Asian or minority ethnic background
Construction jobs	At least 5% of the construction workforce to be women
Construction jobs	At least 5% of the construction workforce to be disabled

and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to seeking to obtain an obligation in any Construction Contract requiring the contractor of the Tier 1 Contract and the contractor of the Tier 2 Contract to use Reasonable Endeavours to meet the job targets specified in this paragraph and to pay at least the London Living Wage as required by paragraph 4.

2. END-USE JOBS TARGET

2.1 The obligations contained in paragraph 2.2 are subject to the following:-

2.1.1 they apply to the Detailed Element and Qualifying Retail Units only; and

2.1.2 each DE Building Occupier and Qualifying Retail Unit Occupier shall only be liable to perform and Comply with the obligations in paragraph 2.2 in respect of the DE Building or Qualifying Retail Unit (as applicable) over which that respective DE Building Occupier or Qualifying Retail Unit Occupier has a legal interest in land.

2.2 Subject to paragraph 2.3 and save in respect of Specialist Jobs the Developer shall use Reasonable Endeavours to meet the following targets in respect end-use jobs in each DE Building:-

2.2.1 a total of between 25% and 85% of the employees to be a Local Resident;

2.2.2 at least 5% of the employees in end-use jobs to be apprentices working towards an NVQ or equivalent and of these at least 50% shall be a Local Resident;

2.2.3 at least 50% of the workforce to be from a black, Asian or minority ethnic background;

2.2.4 at least 50% to be women; and

2.2.5 at least 5% to be disabled.

2.3 In respect of the BBC Building only the obligation in paragraph 2.2 shall cease to apply on the date which is 20 (twenty) years after first Occupation of the BBC Building.

3. MONITORING AND REVIEW

3.1 The Developer will submit monitoring and review reports in respect of the Outline Element and the Detailed Element to the LPA every 12 (twelve) months until completion of each of the Outline Element and the Detailed Element respectfully, the first such report to be submitted to the LPA no later than 6 months following Commencement of the Development, and each report shall set out the progress made by the Developer to achieve the Agreed Targets in paragraph 1.1, including (to the extent the Developer is not prevented from doing so by any rule of law whether domestic or international and to the extent the Developer is provided with such data (having used Reasonable

Endeavours to obtain such data from any relevant third parties)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status.

3.2 The LPA agrees and acknowledges that in respect of paragraph 3.1 separate monitoring and review reports may be submitted for the Detailed Element and the Outline Element.

3.3 In respect of the Qualifying Retail Units and each DE Building other than the BBC Building the Developer will submit monitoring and review reports to the LPA every 12 (twelve) months until 10 (ten) years after Commencement of the Development, the first such report to be submitted to the LPA no later than 6 (six) months following first Occupation of the relevant Qualifying Retail Unit or DE Building, and each report shall set out the progress made by the Developer to achieve the Agreed Targets in paragraph 2, including (to the extent the Developer is not prevented from doing so by any rule of law whether domestic or international and to the extent the Developer is provided with such data (having used Reasonable Endeavours to obtain such data from any relevant third parties)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status.

3.4 In respect of the BBC Building only the Developer shall comply with the obligations in paragraph 3.3 mutatis mutandis for a period beginning on the date upon which development of the BBC Building is first Occupied and ending on the date which is 20 (twenty) years after first Occupation of the BBC Building.

4. LONDON LIVING WAGE

4.1 Subject to paragraph 4.2 the Developer shall use Reasonable Endeavours to ensure that all employees of the Development in both construction and end-use jobs shall be paid at least the London Living Wage.

4.2 In respect of the BBC Building only the obligation in paragraph 4.1 shall cease to apply on the date 20 (twenty) years after first Occupation of the BBC Building.

5. EAST WORKS PROGRAMME

5.1 The Developer shall procure that each DE Building Occupier shall be a member of the East Works Programme from the date of its first Occupation of the relevant DE Building until 30 September 2035 and no DE Building shall be Occupied unless the relevant DE Building Occupier is a member of the East Works Programme or an Approved Alternative Employment and Training Programme pursuant to Paragraph 5.2.

5.2 In the event the East Works Programme ceases to exist within 10 years from the date of this Agreement then not less than 12 weeks prior to the date on which it is anticipated that the East Works Programme will end the Developer shall notify the LPA and each DE Building Occupier and each DE Building Occupier shall by not later than the date which is six weeks prior to the anticipated end date of the East Works Programme submit to the LPA for its Approval an Alternative Employment and Training Programme and shall from the later of the date of Approval or the date that the East Works Programme ceases to exist comply with the Approved Alternative Employment and Training Programme or such other Alternative Employment and Training Programme as may be Approved by the LPA.

6. EMPLOYMENT STRATEGY

6.1 Prior to the date 20 (twenty) years from first Occupation of the BBC Building the DE Occupier of the BBC Building shall submit the Employment Strategy to the LPA for Approval and notwithstanding the terms of paragraphs 2.3, 3.3 and 4.2 of this Schedule, the obligations referred to therein shall continue to bind the BBC Building until the Employment Strategy is Approved.

6.2 The DE Occupier of the BBC Building shall use Reasonable Endeavours to comply with the Employment Strategy (including any revisions thereto which have been agreed with the LPA) at all times following its Approval.

SCHEDULE 4

ESTATE MANAGEMENT AND PUBLIC REALM

DEFINITIONS

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

"Building Estate Management Strategy"	means an estate management strategy setting out how the principles in the Approved Outline Estate Management Strategy will be applied in respect of the relevant Building and associated Public Realm
"Building Public Access Route"	means an access route that is located inside a Building
"Building Public Access Route Maintenance and Management Plan"	means a plan which sets out how the relevant Building Public Access Route will be provided and maintained throughout the life of the Building so as to provide continuous public access on foot over the relevant Building Public Access Route as well as details of the times during which the Building Public Access Route will be closed to the public and the basis and conditions for such closure
"Carpenters Land Bridge"	means the bridge shown edged green on the plan attached at Appendix 12
"Carpenters Land Bridge Maintenance Plan"	means a plan setting out how the Carpenters Land Bridge will be maintained throughout the life of the Development
"CLB Requisite Consents"	means all Requisite Consents for the construction of the Carpenters Land Bridge and its use in accordance with paragraph 7.5 which shall include the Developer obtaining a legal interest in the land comprising the Carpenters Land Bridge or the airspace through which the Carpenters Land Bridge passes so as to allow it to discharge its obligation contained at clause 7 of the Landowner UU
"Detailed Estate Management Strategy"	means an estate management strategy for the Detailed Element which shall contain at least the following details:- (a) management arrangements to be undertaken when Events are being held at the London Stadium and in the QEOP; (b) management and maintenance (including repair, renewal, cleaning and keeping tidy) of the Public Realm; (c) principles for how (a) and (b) above will be coordinated with LLDC in respect of its existing management of the areas adjoining the SWFT Site; (d) principles for how (a) and (b) above will be coordinated with the Developer of the Outline Element in respect of its management of the Outline Element; and (e) a commitment from the Developer that it will not seek to recover from the LPA or the operator of the London Stadium any costs incurred in respect of

security arrangements or managing access through the SWFT Site on days when Events are being held at the London Stadium save in respect of any reasonable costs that the operator of the London Stadium may agree to cover

"Event"			means an event at the London Stadium or within the QEOP with a capacity of greater than 25,000 people or less than 25,000 where SAG have advised that other events should not be held at the same time
"Event Closures"			means the temporary closure of an area of Public Realm for the purposes of hosting events on behalf a DE Building Occupier in accordance with the Approved Event Strategy
"Event Strategy"			means a strategy setting out the parameters for Event Closures, including frequency and anticipated duration of Event Closures, both in terms of days and times, and how public access in and through the Public Realm will be managed during these times and in drawing up this strategy the Developer shall have regard to the requirements of paragraph 5 of this Schedule which ensures continuous public access throughout the Public Realm at all times and where areas of the Public Realm will be unavailable for a temporary period due to Event Closures the strategy shall set out how the Developer will make available alternative routes for public access which are no less commodious than would have been available had the relevant Event Closure not been in effect
"IQL Land"			means the land to the northeast of the SWFT Site on the other side of Carpenters Road and the railway which falls outside the Developer's ownership and upon which the development currently known as International Quarter London is being carried out
"Landowner UU"			means the unilateral undertaking given by deed from the (1) LLDC in favour of: (2) the local planning authority for the area within which the Developer's Land is located from time to time and (3) The Greater London Authority dated 2024
"Outline Strategy"	Estate	Management	means an estate management strategy for the Outline Element which shall contain at least the following details:- (a) management arrangements to be undertaken when Events are being held at the London Stadium and in the QEOP; (b) management and maintenance (including repair, renewal, cleaning and keeping tidy) of the Public Realm; (c) principles for how (a) and (b) above will be coordinated with the Owner in respect of its existing management of the areas adjoining the SWFT Site; (d) principles for how (a) and (b) above will be coordinated with the Developer of the Detailed

Element in respect of its management of the Detailed Element;

- (e) details to demonstrate the strategy is compliant with the principles contained in the Approved Detailed Element Estate Management Strategy; and
- (f) a commitment from the Developer that it will not seek to recover from the LPA or the operator of the London Stadium any costs incurred in respect of security arrangements or managing access through the SWFT Site on days when Events are being held at the London Stadium save in respect of any reasonable costs that the operator of the London Stadium may agree to cover

"Permitted Closures"

means temporary closure of any part of the Public Realm in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (a) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the Public Realm in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the Access Route;
- (b) 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 SWFT Site or any part thereof (including the erection of scaffolding);
- (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law; and
- (d) 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

"Public Arts and Cultural Events Strategy" means the public art and cultural events strategy which shall contain at least the following details in respect of public art and cultural events within the Detailed Element:-

In respect of any public art which may be provided at least the following details:-

- (a) the nature/form of the public art, sculpture, lighting installation, landscape or other physical piece of art or design;
- (b) the approximate size and scale of the art;
- (c) the process for procuring the artist, and management and maintenance principles for the piece of art;
- (d) broad locations for the public art; and
- (e) how it will be accessible and visible

and at least the following details in respect of cultural events:-

- (i) the number and frequency of cultural events per each calendar year; and
- (ii) cultural events to be proposed that will be inclusive, foster community relations and celebrate the cultural diversity and history of the local area

"Public Art Co-Ordinator" means person(s) with responsibility for preparing, submitting, and implementing the Public Arts and Cultural Events Strategy

"Public Realm" means the provision of at least 1.23ha hectares of public realm (including but not limited to the approach to the Carpenters Land Bridge within the SWFT Site) which shall be freely accessible to the general public subject to Permitted Closures in accordance with the Approved Event Strategy and the Approved Outline Estate Management Strategy or the Approved Detailed Estate Management Strategy (as applicable)

"Public Realm Plan" means a plan for the provision of the Public Realm which shall contain details as to the delivery and layout of the Public Realm

"QEOP" means the Queen Elizabeth Olympic Park the boundary of which is shown edged red on the plan attached at Appendix 5

"SAG" means the Stadium Advisory Group which is operated in accordance with terms of reference adopted on 29 July 2015 to manage spectator/crowd safety for events in the QEOP

"SW Events" means events held within the Development with a capacity of more than 5,000 people

"Wind Events"	means wind over 15 m/s for the frail/elderly and cyclists or 20 m/s for pedestrians
"Wind Routes"	means any part of the Public Realm which is identified in a strategy approved pursuant to condition S.25 of the Planning Permission as being required to be kept open during a Wind Event

1. PROVISION OF PUBLIC REALM

1.1 Prior to Commencement of each of the Detailed Element and the Outline Element the Developer shall submit and obtain the LPA's Approval to the Public Realm Plan for the relevant part of the Development.

1.2 Each of the Detailed Element and the Outline Element shall be laid out in accordance with relevant the Approved Public Realm Plan and thereafter retained in accordance with it.

1.3 No Building shall be Occupied until the Public Realm associated with that Building in the Approved Public Realm Plan has been delivered.

2. DETAILED ELEMENT - ESTATE MANAGEMENT STRATEGY

2.1 This paragraph 2 applies to the Detailed Element only.

2.2 Prior to first Occupation of the Detailed Element the Developer shall submit and obtain the LPA's Approval to the Detailed Estate Management Strategy.

2.3 The Detailed Element shall be carried out and Occupied and maintained in accordance with the Approved Detailed Estate Management Strategy.

3. OUTLINE ESTATE MANAGEMENT STRATEGY

3.1 This paragraph 3 applies to the Outline Element only.

3.2 Prior to first Occupation of the Outline Element the Developer shall submit and obtain the LPA's Approval to the Outline Estate Management Strategy.

3.3 The Outline Element shall be carried out and Occupied and maintained in accordance with the Approved Outline Estate Management Strategy.

3.4 Prior to first Occupation of each Building within the Outline Element the Developer shall submit and obtain the LPA's Approval to a Building Estate Management Strategy for the relevant Building SAVE THAT where all Buildings within the Outline Element are developed by the same Developer, this paragraph 3.4 shall not apply.

3.5 Each Building Estate Management Strategy submitted in accordance with paragraph 3.4 above must comply with the details set out in the Approved Outline Estate Management Strategy.

4. EVENTS AND STADIUM ADVISORY GROUP

4.1 This paragraph 4 applies to the Detailed Element only.

4.2 The Detailed Element shall not be Occupied unless and until the Developer has become a member of SAG and the Developer shall remain a member of SAG throughout the life of the Development.

4.3 The Developer shall use Reasonable Endeavours to avoid hosting SW Events on days when Events are being held in the London Stadium or in the QEOP.

4.4 The Developer shall not seek to recover from the LPA or LLDC any stewarding or management costs associated with events held within the Public Realm.

5. PUBLIC REALM ACCESS

Public Realm Access

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

5.1.1 Permitted Closures;

5.1.2 Event Closures;

5.1.3 any lawful requirements of the police or any other competent authority;

5.1.4 public rights being in common with the Developer and the Developer's tenants and occupiers of any part of the Development;

5.2 The closures permitted by paragraph 5.1 are subject to the following conditions:-

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

(a) the Developer shall submit to the LPA for approval the details required pursuant to this paragraph 5.2.1 not less than 10 Working Days before the date of the intended Permitted Closure;

(b) the personnel and/or signage required pursuant to paragraph 5.2.1 shall be provided in accordance with the details approved by the LPA and at the Developer's cost; and

(c) the Developer shall minimise the duration of any Permitted Closure.

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

Building Public Access Routes

5.4 Prior to the Occupation of each Building within the Detailed Element (save for the BBC Building) the Developer shall submit to the LPA for Approval a Building Public Access Route Maintenance and Management Plan and the relevant Building shall not be Occupied until the Building Public Access Route Maintenance and Management Plan which relates to it has been Approved by the LPA.

5.5 Each relevant Building (which for the avoidance of doubt shall not include the BBC Building) shall be Occupied and operated in accordance with the Approved Building Public Access Route Maintenance and Management Plan that relates to it.

Wind Routes

5.6 Following Completion of each of the Detailed Element and the Outline Element the Developer shall subject to any Permitted Closures permit the general public to have continuous access on foot over the Wind Routes during each and every Wind Event.

Event Strategy and Event Closures

5.7 Prior to the Occupation of the Detailed Element the Developer shall submit to the LPA for Approval an Event Strategy and the Detailed Element shall not be Occupied until the Event Strategy has been Approved by the LPA.

5.8 Event Closures shall only be permitted where carried out in accordance with the Approved Event Strategy.

6. PUBLIC ARTS AND CULTURAL EVENTS

6.1 This paragraph 6 applies to the Detailed Element only.

6.2 Prior to first Occupation of the Detailed Element, the Developer shall submit and obtain the LPA's Approval to the Public Arts and Cultural Events Strategy.

6.3 The Detailed Element shall be carried out and Occupied in accordance with the Public Arts and Cultural Events Strategy.

6.4 Prior to first Occupation the Developer shall nominate a Public Art Co-Ordinator and shall thereafter ensure that there is a Public Art Co-Ordinator nominated at all times until at least the date which is the tenth anniversary of the date on which the Development is first Occupied.

7. CARPENTERS LAND BRIDGE

7.1 Prior to first Occupation of the Development the Developer shall submit and have obtained the LPA's Approval of the Carpenters Land Bridge Maintenance Plan.

7.2 The Developer shall use Reasonable Endeavours to secure all CLB Requisite Consents (including for the approach to the Carpenters Land Bridge within the IQL Land) as soon as reasonably practicable following the date of this Agreement and in any event prior to first Occupation of the Development.

7.3 In the event that the Developer has not been able to secure all CLB Requisite Consents prior to first Occupation of the Development it shall throughout the period of time during which the Detailed Element is in Occupation continue to use its Reasonable Endeavours to obtain all CLB Requisite Consents.

7.4 The Developer shall upon reasonable request by the LPA provide details as to the progress made towards securing all CLB Requisite Consents.

7.5 Following its completion and subject to securing all CLB Requisite Consents the Carpenters Land Bridge shall be available to the general public to have continuous access over it on foot and by bicycle at all times free of charge **SUBJECT TO:-**

7.5.1 Permitted Closures; and

7.5.2 any lawful requirements of the police or any other competent authority;

7.6 The closures permitted by paragraph 7.5 are subject to the following conditions:-

7.6.1 save in an emergency, where there is a Permitted Closure, the Developer will ensure that there is adequate personnel and/or signage in place at the Carpenters Land Bridge in accordance with details that have been previously approved by LPA PROVIDED THAT the Developer shall submit to the LPA for approval the details required pursuant to

this paragraph 7.6.1 not less than 10 Working Days before the date of the intended Permitted Closure;

7.6.2 the personnel and/or signage required pursuant to paragraph 7.6.1 shall be provided in accordance with the details approved by the LPA and at the Developer's cost; and

7.6.3 the Developer shall minimise the duration of any Permitted Closure.

7.7 Subject to paragraph 7.5 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 Carpenters Land Bridge.

7.8 Subject to securing all CLB Requisite Consents the Developer shall use Reasonable Endeavours to maintain access to the Carpenters Land Bridge from the IQL Land on substantially the same terms as set out in paragraphs 7.5 to 7.7 (inclusive) above and in the event that such access is not possible or becomes restricted the Developer and the LPA shall use Reasonable Endeavours to agree alternative access arrangements.

SCHEDULE 5

TRANSPORT

DEFINITIONS

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

"Blue Badge"		means parking provision for any persons qualifying for disable parking permits under the Disabled Persons (Badges for Mother Vehicles) (England) Regulations 2000 (as amended) or any superseding legislation
"Bus Enhancements Contribution"	Service	£2,300,000 as a contribution towards the following:- (a) capacity enhancements to and/or re-routing of and/or extensions to bus services in order to service the Development and satisfy customer demand generated by the Development including (but not limited to) the re-routing of bus services and/or the extension of bus services adjacent to the SWFT Site along the corridor (or others agreed between the LPA and TfL in consultation with the Developer) shown edged and hatched green on the Bus Service Enhancement Plan; and (b) any other relevant bus service enhancement considered by TfL to be suitable for servicing or supporting the Development
"Bus Enhancements Plan"	Service	means the plan attached at Appendix 6
"Bus Stops Contribution"		£28,600 as a financial contribution towards the provision of two new bus stops on Carpenters Road located as close as reasonably possible to the SWFT Site in accordance with TfL Bus Stop Accessibility Guidance of which £5,000 relates to maintenance (the "Bus Stops Maintenance Contribution")
"Contribution Details"		means confirmation of proposed expenditure for the part of the relevant TfL Contribution or the Stratford Station Contribution as well as an estimated timetable for the delivery of the infrastructure to which the relevant TfL Contribution or the Stratford Station Contribution relates
"Cycle Hire Safeguarding Land"		means the land shown in green on the plan attached at Appendix 7 which shall be safeguarded for the provision of cycle hire infrastructure
"Cycle Lease"		means a lease at a peppercorn rent substantially in accordance with heads of terms set out in the document "Developer Guidance for Santander Cycles" http://content.tfl.gov.uk/developer-guidance-for-santander-cycles.pdf of the Cycle Hire Safeguarding Land
"DE Additional Short Stay Cycle Parking Spaces"		means up to 49 additional short stay cycle parking spaces within the Detailed Element

"DE Additional Short Stay Cycle Parking Spaces Delivery Plan"	means a plan setting out the following details:-
	(a) the number of DE Additional Short Stay Cycle Parking Spaces to be provided;
	(b) timetable for the provision of the DE Additional Short Stay Cycle Parking Spaces; and
	(c) the proposed location of the DE Additional Short Stay Cycle Parking Spaces including details of the various locations that have been considered for the provision of the DE Additional Short Stay Cycle Parking Spaces taking into account the requirements of paragraph 3.5 and full reasoning where a location is determined by the Developer as not being suitable for the provision of the DE Additional Short Stay Cycle Parking Spaces
"DE Cycle Parking Monitoring"	means monitoring the usage of the DE Short Stay Cycle Parking Spaces by staff, students and visitors of the LCF Building
"DE Cycle Parking Monitoring Report"	means a report setting out the data and information gathered during the relevant DE Monitoring Period and setting out details of usage of the DE Short Stay Cycle Parking Spaces
"DE Monitoring Period"	means the period from first Occupation of the Detailed Element until 5 (five) years from Occupation of the LCF Building
"Deemed Discharge Notice"	means a notice served by the Developer on TfL specifying the deadline for completion of the Cycle Lease pursuant to paragraph 1 or Part 2 of Schedule 5 which must be served no more than five months and no less than three months prior to the date upon which the 12 month period referred to in paragraph 1.3.1 of Part 2 of this Schedule ends
"DE Short Stay Cycle Parking Spaces"	means the short stay parking spaces to be provided as part of the Detailed Element as shown on the plan attached at Appendix 8
"F10 Bridge Area"	means the area show in blue on the plan attached at Appendix 7
"LCF Building"	means the Building edged blue and labelled 'LONDON COLLEGE OF FASHION' on plan attached at Appendix 4
"Local Connectivity Enhancements Contribution"	£140,000 towards works to carriageways, cycle lanes, footways and crossings including regrading, resurfacing and wayfinding along the following:-
	(a) Stratford Walk (F10 Bridge)
	(b) Approaches from Pool Street, Montfichet Road, Loop Road and Carpenters Road and
	(c) Copper Street cycle lane (Quietway 6),
	to improve connectivity for pedestrians and cyclists using the Development
"OE Additional Short Stay Cycle Parking Spaces"	means additional short stay cycle parking spaces within the relevant part of the Outline Element up to the minimum number required by

	planning policy at the date of the relevant Reserved Matters application
"OE Additional Short Stay Cycle Parking Spaces Delivery Plan"	<p>means a plan setting out the following details:-</p> <ul style="list-style-type: none"> (a) the number of OE Additional Short Stay Cycle Parking Spaces to be provided; (b) timetable for the provision of the OE Additional Short Stay Cycle Parking Spaces; and (c) the proposed location of the OE Additional Short Stay Cycle Parking Spaces including details of the various locations that have been considered for the provision of the OE Additional Short Stay Cycle Parking Spaces taking into account the requirements of paragraph 5.6 of Part 2 and full reasoning where a location is determined by the Developer as not being suitable for the provision of the OE Additional Short Stay Cycle Parking Spaces
"OE Cycle Parking Monitoring Period"	means each period of five years from first Occupation of the part of the Outline Element to which the relevant Reserved Matters Approval relates
"OE Cycle Parking Monitoring Report"	means a report setting out the data and information gathered during the relevant OE Cycle Parking Monitoring Period and setting out details of usage of the short stay cycle parking spaces
"Proposed Short Stay Cycle Parking Details"	means the number and location of the short stay cycle parking spaces that are proposed to be provided within a Phase of the Outline Element as required by the Reserved Matters Specification
"Reserved Matters Specification"	Means the reserved matters specification at Annex 3 of the Planning Permission
"Stratford Station Contribution"	<p>£1,000,000 as a financial contribution towards a project as identified and agreed by the Stratford Station Leadership Board or successor governance arrangement for Stratford station which may include:-</p> <ul style="list-style-type: none"> (d) South Eastern (Angel Lane) entrance; and/or (e) station internal capacity interventions in accordance with TfL Station Planning Standards and Guidelines and Network Rail Station Capacity Planning Guidance for items identified in the LLDC Infrastructure Delivery Plan
"Stratford Station Leadership Board"	means the decision making body providing leadership, collaboration and strategic direction for Stratford station
"Stratford Station Signage Contribution"	£50,000 as a financial contribution to be used for directional signage within Stratford Station and Stratford Station entrances to direct visitors to the Development
"Stratford Station Staffing Contribution"	£700,000 as a financial contribution towards the provision of station management measures at Stratford Station
"Stratford Station SW Entrance Contribution"	£1,800,000 as a contribution towards the delivery of works for a new entrance from Gibbins Road to Stratford Regional Station, and

relocation of passenger lift between western subway and Jubilee line concourse

"Taxi Infrastructure Contribution"	£14,300 towards one taxi shelter and stop flag on Carpenters Road of which £2,500 relates to maintenance (the "Taxi Infrastructure Maintenance Contribution")
"Threshold Amount of Short Stay Cycle Parking Spaces"	means the minimum number of short stay cycle parking spaces required by the London Plan at the date of the relevant Reserved Matters application
"Wayfinding Enhancements Contribution"	"£25,000 as a financial contribution towards Legible London wayfinding update in the vicinity of the site
"Westfield Avenue Improvements Contribution"	£1,000,000 towards improvements including but limited to highway works, pedestrian crossings, traffic signals, pavements and measures to improve walking and cycling and improvements to the public realm in the vicinity of the SWFT Development

PART 1

FINANCIAL CONTRIBUTIONS

1. FINANCIAL CONTRIBUTIONS

1.1 Subject to paragraphs 1.2, 1.3, and 1.4 below, in each case the Developer covenants to pay the financial contributions detailed in paragraphs 2 to 11 below to the LPA by paying each instalment listed in column 1 of each table to the LPA by no later than the corresponding trigger for payment set out in column 2 and the Developer also covenants to Comply with each restriction set out in column 2 of each table until relevant instalment has been paid.

1.2 The obligation to make any TfL Contribution pursuant to this Part 1 of this Schedule 5 is conditional upon the TfL Contributions Deed having completed and in the event that the TfL Contributions Deed has not been completed at the date of any specified trigger for payment:-

1.2.1 the corresponding restriction will cease to apply;

1.2.2 the obligation to make the payment will be suspended; and

1.2.3 any relevant payment will fall due 10 Working Days after the Developer is notified that the TfL Contributions Deed has completed.

1.3 The LPA shall not pay any part of each of the TfL Contributions to TfL until it has received the Contribution Details for the relevant TfL Contribution from TfL.

1.4 In the event that prior to the trigger specified in the table at paragraph 8 below the Developer and the LPA agree in writing:

1.4.1 that the Developer shall provide at least one taxi shelter and stop flag; and

1.4.2 the design specification for any such taxi shelter and stop flag,

then the Developer shall no longer be required to pay the Taxi Infrastructure Payment and shall instead provide the Approved taxi shelter and stop flag on or before the trigger specified in the table at paragraph 8 below.

1.5 The LPA may not spend any part of the Stratford Station Contribution until it has provided the Developer with the Contribution Details in respect of the same PROVIDED THAT this obligation shall not apply where the Project Proposals Group operates and reporting on section 106 financial contribution allocations is provided in the LLDC Authority's Monitoring Report.

1.6 In the event that the Developer provides the Approved taxi shelter and stop flag in accordance with paragraph 1.4 above, the Developer shall be responsible for maintaining such taxi shelter and stop flag at its own cost for the life of the Development unless otherwise agreed in writing between the LPA and TfL.

2. STRATFORD STATION SW ENTRANCE CONTRIBUTION

Stratford Station SW Entrance Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£1,000,000	Six months following Commencement and not to continue to undertake works of Commencement until such payment has been made
£800,000	The first anniversary of the date upon which Commencement occurs and not to continue to undertake works of Commencement until such payment has been made

3. STRATFORD STATION STAFFING CONTRIBUTION

Stratford Station Staffing Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£70,000	Prior to the first Building being in Occupation and not to Occupy the first Building nor any other Building until such payment has been made
£70,000	The first anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The second anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The third anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The fourth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made

Stratford Station Staffing Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£70,000	The fifth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The sixth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The seventh anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The eighth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The ninth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made

4. **WESTFIELD AVENUE IMPROVEMENTS CONTRIBUTION**

Westfield Avenue Improvements Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£1,000,000	The second anniversary of the date upon which Commencement occurs and not to continue works of Commencement until such payment has been made

5. **LOCAL CONNECTIVITY ENHANCEMENTS CONTRIBUTION**

Local Connectivity Enhancements Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£140,000	Not less than 6 months prior to the first Building being in Occupation and not to Occupy the first

	Building nor any other Building until such payment has been made
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6. BUS SERVICE ENHANCEMENTS CONTRIBUTION

Bus Service Enhancements Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£460,000	The first anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£460,000	The second anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£460,000	The third anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£460,000	The fourth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£460,000	The fifth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made

7. BUS STOPS CONTRIBUTION

Bus Stops Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£28,600	The first anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made

8. TAXI INFRASTRUCTURE CONTRIBUTION

Taxi Infrastructure Contribution

Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£14,300	Prior to the first Building being in Occupation and not to Occupy the first Building nor any other Building until such payment has been made

9. **WAYFINDING ENHANCEMENTS CONTRIBUTION**

Wayfinding Enhancements Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£25,000	Not less than 6 months prior to the first Building being in Occupation and not to Occupy the first Building nor any other Building until such payment has been made

10. **STRATFORD STATION SIGNAGE CONTRIBUTION**

Stratford Station Signage Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£50,000	Not less than 6 months prior to the first Building being in Occupation and not to Occupy the first Building nor any other Building until such payment has been made

11. **STRATFORD STATION CONTRIBUTION**

Stratford Station Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£1,000,000	Prior to the last DE Building being in Occupation and not to Occupy the last DE Building nor any Building on the Outline Element until such payment has been made

PART 2

TRANSPORT INFRASTRUCTURE

1. CYCLE HIRE

1.1 The Developer covenants that subject to Paragraph 1.3 below it will not carry out works within the Cycle Hire Safeguarding Land save for works of management, maintenance, repair, resurfacing, or temporary works associated with temporary uses until the earlier of:

1.1.1 completion of the Cycle Lease; or

1.1.2 the date on which TfL confirms that it does not wish to take the Cycle Lease.

1.2 The Developer must offer the Cycle Lease to TfL:

1.2.1 no earlier than the date which is 24 months prior to first Occupation of the Development; and

1.2.2 no later than the date which is 12 months prior to first Occupation of the Development.

1.3 In the event that the Cycle Lease has not completed on the date which is the later of:

1.3.1 the date which is 12 months after the date on which the Cycle Lease was first offered to TfL; and

1.3.2 the date of first Occupation of the Development

and PROVIDED THAT the Developer has served the Deemed Discharge Notice on TfL the obligation in Paragraph 1.1 shall on that date cease to apply.

1.4 In the event that before the expiration of the time period referred to in Paragraph 1.1 above TfL confirms to the LPA and the Developer that it no longer requires the Cycle Hire Safeguarding Land to be safeguarded the obligation in Paragraph 1.1 shall cease to apply.

1.5 The Developer must use Reasonable Endeavours to complete the Cycle Lease, at its own cost, provided that TfL is also using Reasonable Endeavours to complete the Cycle Lease, at its own cost.

2. SUSTAINABLE TRANSPORT PROVISION – DETAILED ELEMENT

2.1 This paragraph 2 applies to the Detailed Element only.

2.2 The Developer covenants that it will not Occupy the Detailed Element until the DE Short Stay Cycle Parking Spaces have been provided and made available for use.

2.3 The DE Short Stay Cycle Parking Spaces shall be retained at all times throughout the life of the Development.

3. SUSTAINABLE TRANSPORT MONITORING – DETAILED ELEMENT

3.1 This paragraph 3 applies to the Detailed Element only.

3.2 In order to monitor the usage of the short stay cycle parking spaces the Developer shall during the DE Monitoring Period carry out the DE Cycle Parking Monitoring.

3.3 By no later than the date which is 12 (twelve) months following commencement of the DE Monitoring Period and every 6 (six) months thereafter the Developer shall prepare and submit to the LPA a DE Cycle Parking Monitoring Report.

3.4 If any DE Cycle Parking Monitoring Report shows that the usage of the DE Short Stay Cycle Parking Spaces is more than 80% of capacity, the Developer shall submit to the LPA for approval at the same time as submitting the relevant DE Cycle Parking Monitoring Report the DE Additional Short Stay Cycle Parking Spaces Delivery Plan.

3.5 When considering locations for any DE Additional Short Stay Cycle Parking Spaces the Developer shall assess the suitability of locations in the following order of priority:-

3.5.1 firstly within the part of the SWFT Site that comprises the Detailed Element;

3.5.2 secondly in the F10 Bridge Area;

3.5.3 Thirdly in place of Retail Units within the Detailed Element; and

3.5.4 fourthly at a location within the SWFT Site.

3.6 The DE Additional Short Stay Cycle Parking Spaces shall be provided in accordance with the Approved DE Additional Short Stay Cycle Parking Spaces Delivery Plan and thereafter retained throughout the life of the Development.

4. **SUSTAINABLE TRANSPORT PROVISION – OUTLINE ELEMENT**

4.1 This paragraph 4 applies to the Outline Element only.

4.2 The Developer shall provide cycle parking in accordance with the Approved Proposed Short Stay Cycle Parking Details prior to the Occupation of each Phase of the Outline Element.

4.3 The cycle parking provided pursuant to paragraph 4.2 shall be retained at all times throughout the life of the Development.

5. **SUSTAINABLE TRANSPORT MONITORING – OUTLINE ELEMENT**

5.1 This paragraph 5 applies:-

5.1.1 to the Outline Element only; and

5.1.2 separately in respect of each Phase of the Outline Element.

5.2 Each Reserved Matters application in respect of the Outline Element must include the Proposed Short Stay Cycle Parking Details for the relevant Phase.

5.3 If the Proposed Short Stay Cycle Parking Details show that less than the Threshold Amount of Short Stay Cycle Parking Spaces are being provided then the remaining provisions of this paragraph 5 shall apply.

5.4 By no later than the date which is 12 (twelve) months following commencement of the OE Cycle Parking Monitoring Period and every 6 (six) thereafter throughout the OE Cycle Parking Monitoring Period the Developer shall prepare and submit to the LPA a OE Cycle Parking Monitoring Report.

5.5 If any OE Cycle Parking Monitoring Report shows that the usage of the short stay cycle parking spaces within the part of the Outline Element to which it relates is more than 80% of capacity, the Developer shall submit to the LPA for approval at the same time as submitting the relevant OE Cycle Parking Monitoring Report the OE Additional Short Stay Cycle Parking Spaces Delivery Plan.

5.6 When considering locations for any OE Additional Short Stay Cycle Parking Spaces the Developer shall assess the suitability of locations in the following order of priority:-

- 5.6.1 firstly within the part of the SWFT Site that comprises the Outline Element;
- 5.6.2 secondly in place of Retail Units within the Outline Element;
- 5.6.3 thirdly at a location within the SWFT Site; and
- 5.6.4 fourthly in the F10 Bridge Area.

5.7 The OE Additional Short Stay Cycle Parking Spaces shall be provided in accordance with the Approved OE Additional Short Stay Cycle Parking Plan and thereafter retained throughout the life of the Development.

6. **CAR CLUB**

6.1 This Paragraph 6 shall apply to the Outline Element only.

6.2 The Developer covenants that the Residential Units shall not be Occupied unless and until the requirements of this paragraph 6 have been complied with.

6.3 Prior to first Occupation of the Residential Units the Developer shall procure at its own cost two car club parking spaces on a road in the area marked indicatively in purple on the plan attached at Appendix 9 the exact location of which is to be agreed with the LPA and to provide the car club parking spaces and demarcate them as "car club parking only".

6.4 The Developer shall: -

6.4.1 procure a car club operator to operate car club vehicles in the parking spaces provided in accordance with paragraph 6.3 from first Occupation of the Residential Units and to operate those car club vehicles for the life of the Residential Units commencing on first Occupation of the Residential Units; and

6.4.2 provide the first household to Occupy each Residential Unit with free membership for a period of 24 months for the use of the car club referred to in sub-Paragraph 6.4.1 PROVIDED THAT this obligation shall not apply in respect of any Residential Unit where the occupier of that Residential Unit holds a Blue Badge.

SCHEDULE 6

TV RECEPTION

DEFINITIONS

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

"Second TV Reception Survey"	means a further survey to reassess the standard of digital terrestrial and satellite television reception to Surrounding Properties and setting out any proposed TV Reception Mitigation Measures if required
"Surrounding Properties"	means properties within areas of potential shadow resulting from the Development on the Detailed Element or the Outline Element (as applicable) from satellite and terrestrial television transmitters as shown cross hatched in purple on the plan entitled 'Fig 2-6: Anticipated and Baseline Terrestrial TV Shadow' which is attached at Appendix 10
"TV Reception Mitigation Measures"	means such measures as the consultant considers reasonably necessary and possible to restore the quality of terrestrial and/or satellite television reception to the affected Surrounding Properties
"TV Reception Mitigation Payment"	means a sum equivalent to the estimated cost of carrying out the TV Reception Mitigation Measures required for the relevant Surrounding Properties
"TV Reception Survey"	means a survey to assess the standard of digital terrestrial and satellite television reception to Surrounding Properties

1. TV RECEPTION

1.1 Prior to Commencement of each of the Detailed Element and the Outline Element the Developer shall appoint a television reception consultant to carry out the TV Reception Survey.

1.2 No above ground works shall be carried out within either of the Detailed Element or the Outline Element until the TV Reception Survey for the relevant part of the Development has been submitted to and Approved by the LPA.

1.3 For each of the Detailed Element and the Outline Element in the event that at any time during the period expiring on the date which is one year from the Completion of each respectively:-

1.3.1 more than 10 complaints are received by the Developer or the LPA in relation to the Buildings within the Detailed Element or the Outline Element (as applicable) from occupiers of the Surrounding Properties regarding a deterioration in terrestrial and/or satellite television reception; and

1.3.2 the consultant considers it reasonable in his opinion to carry out a Second TV Reception Survey as a result of the receipt of those complaints

the Developer shall commission the consultant to carry out a Second TV Reception Survey and shall submit that Second TV Reception Survey to the LPA for Approval.

1.4 In the event that:-

1.4.1 any Second TV Reception Survey identifies a material deterioration in terrestrial and/or satellite television reception to any Surrounding Properties since the date of the TV Reception Survey; and

1.4.2 such deterioration is in the reasonable opinion of the consultant attributable to the Detailed Element or the Outline Element (as applicable)

the Developer will either:-

1.4.3 deliver the TV Reception Mitigation Measures; or

1.4.4 pay the TV Reception Mitigation Payment to the owner(s) or occupier(s) of the affected Surrounding Properties.

SCHEDULE 7

DESIGN

DEFINITIONS

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

"Approved Drawings"	means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions
"Alternative Architect"	means a suitably qualified architect which has been Approved by the LPA.
"Architect"	means:- <ol style="list-style-type: none">i. O'Donnell & Toumey in respect of Building A1; andii. Howells Architects in respect of Building A2, Building B1 and Building B2
"Design Application"	means one of the following: <ol style="list-style-type: none">(a) an application to the LPA for the approval of details pursuant to one or more Design Conditions;(b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings;(c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
"Design Application Report"	means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following: <ol style="list-style-type: none">(a) report on the compliance of the Design Application with the Approved Drawings;(b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process; and(c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons
"Design Conditions"	means Conditions 2 (detailed drawing), 3 (materials) and 4 (landscape design) of the Reserved Matters Approval requiring the submission and approval of design details, materials and samples and "Design Condition" means any one of them

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

(a) report on the compliance of the completed Development with the Approved Drawings; and

(b) conclusion stating clearly whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings, giving reasons

"Design Monitoring Contribution" means the sum of £20,000 (twenty thousand pounds) (Indexed) in the event of a Trigger Event falling within part (a) and (b) of the definition of Trigger Event (PROVIDED THAT the combined total sum payable in aggregate shall not exceed £80,000 (eighty thousand pounds) (Indexed)),

to be paid in accordance with 3.1 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

"Design Monitoring Plan" means a written document identifying the following:

(a) the Original Design Principles;

(b) the Design Conditions (including target dates for submission and discharge);

(c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team;

(d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages);

(e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA;

(f) key dates and milestones for information release and package reviews;

(g) technical requirements in respect of the information to be submitted to the Monitoring Team for review;

(g) the construction phasing plan;

- (h) elements requiring development and resolution;
- (g) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors); and
- (i) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

"Design Monitoring Report"

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

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

"Design Team"

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

"Design Team Statement"

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

- (a) the members of the design team retained by the Developer in connection with the Development and their contact details;
- (b) the scope of appointment of each member of the design team;

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

(d) details of any Alternative Architect appointed

"Development"	means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
"Initial Design Workshop"	Monitoring means the workshop to be held pursuant to paragraph 5.2
"Landscape Architect"	means LDA Design
"Monitoring Team"	means a team to be appointed pursuant to paragraph 5.5 comprising: (a) the Architect, Alternative Architect, Landscape Architect and any other consultant(s) from the Planning Team that the LPA considers is integral to monitoring the design quality of the Development and overseeing adherence to the Original Design Principles; or (b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles
"Original Design Principles"	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule
"Planning Team"	means the design team responsible for preparation of Reserved Matters Applications comprising the Architect and the Landscape Architect only
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
"Terminated"	means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and "Termination" shall be construed accordingly
"Trigger Event"	means the occurrence of one of the following events:

(a) a Design Team Statement submitted pursuant to paragraph 1.1 confirms one or more members of the Planning Team are no longer retained;

(b) the LPA confirms that a proposed Alternative Architect is not Approved

This Schedule 7 relates to the Outline Element only.

1. DESIGN TEAM STATEMENT

1.1 A Design Team Statement shall be submitted to the LPA prior to the Commencement of the Development confirming whether the Planning Team are retained to oversee the delivery of Development or if one or more members has not been retained to prepare the design and if an Alternative Architect is appointed.

1.2 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.

2. DESIGN MONITORING CONTRIBUTION

2.1 The Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 Working Days of a Trigger Event.

2.2 It is hereby acknowledged and agreed that:

2.2.1 there may be more than one Trigger Event; and

2.2.2 the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event.

3. RESTRICTION ON DEVELOPMENT

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

3.1.1 provided evidence to the LPA's reasonable satisfaction that (or of the extent to which) the Planning Team are retained and/or that any Alternative Architect(s) has or have been appointed to oversee the delivery of Development in accordance with the Approved Drawings; or

3.1.2 paid the relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 2 above.

3.2 No Development shall be carried out except in strict accordance with the Approved Drawings.

4. DESIGN MONITORING PROCESS

4.1 The Parties hereby agree that:

4.1.1 this paragraph 4 shall apply (and shall only apply) following a Trigger Event;

4.1.2 the obligations on the LPA in this paragraph 4 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event.

4.2 Not more than 20 Working Days following the Trigger Event the Developer and the LPA shall hold an initial workshop to:

- 4.2.1 discuss and agree how the Original Design Principles will be safeguarded prior to their approval in the relevant Design Application;
 - 4.2.2 discuss the appointment of the Monitoring Team;
 - 4.2.3 discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and
 - 4.2.4 review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 4.4.
- 4.3 The following parties shall be invited to attend the Initial Design Monitoring Workshop:
- 4.3.1 the Design Team;
 - 4.3.2 the Planning Team;
 - 4.3.3 (if already appointed and different to the Planning Team) the Monitoring Team.
- 4.4 The Developer shall prepare and submit a draft Design Monitoring Plan to the LPA not less than 10 Working Days in advance of the Initial Design Monitoring Workshop.
- 4.5 Not later than 10 Working Days following the Initial Design Monitoring Workshop the LPA shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:
- 4.5.1 to monitor the design of the Development;
 - 4.5.2 to oversee compliance with the Original Design Principles;
 - 4.5.3 to oversee compliance with the quality of the Approved Drawings;
 - 4.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;
 - 4.5.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;
 - 4.5.6 to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 4.4 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 Working Days following the Initial Design Monitoring Workshop;
 - 4.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);
 - 4.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
 - 4.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;
 - 4.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
 - 4.5.11 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);

- 4.5.12 to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and
- 4.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions

and the appointment of the Monitoring Team will incorporate the table set out in Part 3 of this Schedule.

4.6 The Developer shall:

- 4.6.1 comply with the requirements of the Developer identified in final Design Monitoring Plan; and
- 4.6.2 procure the compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan

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

PART 2

ORIGINAL DESIGN PRINCIPLES

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

	<ul style="list-style-type: none"> Any other materials not listed but bespoke to building requirements
Sustainability/ M&E (Building Services Engineer)	<ul style="list-style-type: none"> Sustainability strategy (thermal performance, airtightness, renewables, zero carbon, material use) Heated/ unheated space & airtightness strategy Overheating prevention strategy MEP principles and strategies RCP plans where these affects external appearance such as walkways Elements affecting façade such as vents or lighting

PART 3

MONITORING TEAM - ACTIONS AND DELIVERABLES

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

	<ul style="list-style-type: none"> • Plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates & milestones • Identify relevant planning conditions, and target dates for discharge • Frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages) • Information release schedule and construction phase plan 		
RIBA Stage 3 – 5 During the above RIBA Work Stages	<p>Design Monitoring Reports:</p> <p>Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4.</p> <p>Monitoring Team to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows;</p> <ul style="list-style-type: none"> • Executive summary • Report on progress against the Design Monitoring Plan • Report on workshops held, with overview of conclusions • Report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub-contractor/ supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period • Provide commentary and recommendations regarding submission of Design Applications by Design Team • Report on any deviations from the Approved Drawings • Report on progress on site, and conformity with design / approved planning documents (during stage 5) • Commentary on S73 or 96A applications in the period if applicable • Status of previous comments and recommendations • Actions and decisions required in the next period • Conclusions 	Submit Design Monitoring Reports to LPA as supporting information to discharge of each relevant design condition	Submission: DDMMYY Approval: DDMMYY
RIBA Stage 3 – 5 During the above RIBA Work Stages	<p>Design Application Report</p> <p>For each design related condition discharge a supporting report should be provided including:</p> <ul style="list-style-type: none"> • Executive summary 	Submit Design Application Report(s) to the LPA	Submission: DDMMYY Approval: DDMMYY

	<ul style="list-style-type: none"> • Report on compliance with the Approved Drawings • For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process • Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition 		
RIBA Stage 5 During the above RIBA Work Stage	Design Monitoring Sample Reviews & Site Visits: Sample reviews: Carry out reviews of samples, mock-ups & benchmarks areas of external envelope and landscaped areas (identified in planning condition & Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the Works. Reviews to be combined with site visits where possible. Site Visits: Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up and benchmark areas. Site inspections prior to relevant condition sign off by the LPA of building elements such as façade brickwork or landscaping.	Monitoring Team to attend site visits with the LPA as requested	Submission: DDMMYY Approval: DDMMYY
RIBA Stage 6 During the above RIBA Work Stage	Design Monitoring Completion Letter: For each design related condition a supporting letter at completion should be provided including: <ul style="list-style-type: none"> • Executive summary • Report on compliance with the Approved Drawings • Commentary on compliance with the information submitted for discharge of conditions • Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings 	Submit Design Monitoring Completion Letter to the LPA	Submission: DDMMYY Approval: DDMMYY

NOTE

CALCULATION OF DESIGN MONITORING COSTS

Table 1 – Schedule of Fees and Scope Overview for Design Monitoring		
Scale of Development	Indicative fee	Monitoring Team Indicative Scope <i>Consultant time shown indicatively in italics, includes associated workshops/ reviews & activities as shown in table 3.</i>
10-24 dwellings/ up to 15000sqm GIA non-residential	£18,000 plus VAT	Design Monitoring Plan (Including workshop) <i>2 days</i> Design Monitoring Reports: 8no. (including 2 reports by landscape architect, approx 4 workshops) <i>9 days</i> Sample reviews/ site visits: 8no. <i>3 days</i> Design Monitoring Letter <i>1 day</i>
25-49 dwellings/ Up to 2999 sq m GIA non-residential	£24,000 plus Vat	Design Monitoring Plan (Including workshop) <i>2 days</i> Design Monitoring Reports: 10 no. (Including reports 2 by landscape architect, approx 5 workshops/ package reviews) <i>10 days</i> Sample reviews/ site visits; 4no. <i>4 days</i> Design Monitoring Letter <i>1 day</i>
50-99 dwellings/ 3000-4999sqm GIA non-residential	£40,000 plus Vat	Design Monitoring Plan (Including workshop) <i>2 days</i> Design Monitoring Reports: 15 no. (Including reports 3 by landscape architect, approx 8 workshops/ package reviews) <i>16 days</i> Sample reviews/ site visits; 6no. <i>5 days</i> Design Monitoring Letter <i>1 day</i>
100-149 homes/ 5000-9999sqm GIA non-residential	£60,000 plus Vat	Design Monitoring Plan (Including workshop) <i>3 days</i> Design Monitoring Reports: 18 no. (Including reports 3 by landscape architect, approx 10 workshops/ package reviews) <i>20 days</i> Sample reviews/ site visits; 8no. <i>8 days</i> Design Monitoring Letter <i>1 day</i>

<p>150-300 dwellings / 10000-14999sqm GIA non-residential</p>	<p>£70.000 plus Vat</p>	<p>Design Monitoring Plan (Including workshop) 3 days Design Monitoring Reports: 20 no. (Including reports 5 by landscape architect, approx 12 workshops/ package reviews) 23 days Sample reviews/ site visits; 10no. 8 days Design Monitoring Letter 1 day</p>
<p>300+ dwellings/ 1500sqm + GIA non-residential</p>	<p>£80,000 plus VAT</p>	<p>Design Monitoring Plan (Including workshop) 3 days Design Monitoring Reports: 25 no. (Including reports 5 by landscape architect, approx 14 workshops/ package reviews) 28 days Sample reviews/ site visits; 10no. 9 days Design Monitoring Letter 1 day</p>

SCHEDULE 8

ENERGY AND SUSTAINABILITY

DEFINITIONS

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

"Carbon Offset Payment"	means the higher of:- (a) £60 (Indexed from the date of the SPD) per carbon tonne or such other amount as is specified in any future adopted document that replaces the SPD; and (b) the amount as is set from time to time by the adopted London Plan relating to carbon offset solutions
"Carbon Reduction Requirement"	means the carbon emission reduction requirements specified in conditions S.20 and O.21 of the Planning Permission
"District Energy Network"	means the Olympic Park district heating network
"SPD"	means the LPA's Carbon Offset Local Plan Supplementary Planning Document (August 2016)

1. DISTRICT ENERGY NETWORK – DETAILED ELEMENT

1.1 This paragraph 1 applies to the Detailed Element only.

1.2 The Developer shall connect or procure a connection of the District Energy Network to each Building in the Detailed Element to the District Energy Network and no Building within the Detailed Element shall be Occupied unless it has been connected to the District Energy Network.

1.3 Prior to first Occupation of the Detailed Element the Developer shall submit to the LPA for its Approval details to show the Carbon Reduction Requirement is met or to confirm the Carbon Reduction Requirement cannot be met.

1.4 If the details submitted and Approved by the LPA pursuant to paragraph 1.3 above show the Carbon Reduction Requirement is not met the Developer shall prior to Occupation of the Detailed Element pay to the LPA the Carbon Offset Payment for the difference between what has been achieved and the Carbon Reduction Requirement.

2. DISTRICT ENERGY NETWORK – OUTLINE ELEMENT

2.1 This paragraph 2 applies to the Outline Element only.

2.2 The Developer shall connect or procure a connection of the District Energy Network to the part of the SWFT Site which comprises the Outline Element which will enable the connection of each Building in the Outline Element to the District Energy Network and no Building within the Outline Element shall be Occupied unless it has been connected to the District Energy Network.

2.3 Prior to first Occupation of each Phase of the Outline Element the Developer shall submit to the LPA for its Approval details to show the Carbon Reduction Requirement is met or to confirm the Carbon Reduction Requirement cannot be met.

2.4 If the details submitted and Approved by the LPA pursuant to paragraph 2.3 above show the Carbon Reduction Requirement is not met the Developer shall prior to Occupation of the relevant

Phase of the Outline Element pay to the LPA the Carbon Offset Payment for the difference between what has been achieved and the Carbon Reduction Requirement.

SCHEDULE 9

COMMUNITY OUTREACH

DEFINITIONS

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

"Alternative Education Outreach Programme"	means a programme setting out either:- <ul style="list-style-type: none">(a) details of an alternative outreach programme the relevant Occupier will deliver; or(b) details of an alternative outreach programme the relevant Occupier is already a member of or proposes to join
"East Bank Partners"	means Sadler's Wells, the BBC, London College of Fashion and the V&A
"East Education Programme"	means LLDC's programme for delivering a range of outreach and education activities in partnership with East Bank Partners, with the aim of delivering the following outcomes:- <ul style="list-style-type: none">(a) raise aspirations through providing access to a diverse education programme;(b) develop inspiring career pathways, making it easy for young people to navigate;(c) broaden participation and widen reach into university and cultural institutions; and(d) contribute towards supporting raising educational attainment amongst children and young people in east London

1. EAST EDUCATION PROGRAMME

1.1 This paragraph 1 applies to the Detailed Element only.

1.2 The Developer shall use Reasonable Endeavours to procure that each proposed DE Building Occupier becomes a member of the East Education Programme from the date of this Agreement until its first Occupation of the relevant Building.

1.3 From the date of this Agreement until Occupation of the final DE Building to be Occupied the Developer shall every six months (or such longer period as is agreed from time to time between the Parties) submit to the LPA a report detailing the community outreach activities carried out by each of the DE Building Occupiers since the previous report.

1.4 The Developer shall procure that each DE Building Occupier shall be a member of the East Education Programme from the date of the relevant DE Building Occupier's first Occupation of the relevant Building and no DE Building shall be Occupied unless the relevant DE Building Occupier is a member of the East Education Programme or an Approved Alternative East Education Programme pursuant to paragraph 1.6.

1.5 Subject to paragraph 1.7 for a period of five years commencing on the date a DE Building is first Occupied the Developer shall every six months (or such longer period as is agreed from time to time between the Parties) submit to the LPA a report detailing the activities undertaken by the

relevant DE Occupier pursuant to the East Education Programme or an Approved Alternative East Education Programme pursuant to Paragraph 1.6

1.6 In the event the East Education Programme ceases to exist then not less than 12 weeks prior to the date on which it is anticipated that the East Education Programme will end the Developer shall notify the LPA and each DE Building Occupier and each DE Building Occupier shall by not later than the date which is six weeks prior to the anticipated end date of the East Education Programme submit to the LPA for its Approval an Alternative Education Outreach Programme and shall from the later of Approval or the date on which the East Education Programme ceases to exist comply with the Approved Alternative Education Outreach Programme or such other Alternative Education Outreach Programme as may be Approved by the LPA.

1.7 The obligation in paragraph 1.5 shall apply to the BBC Building only for 20 (twenty) years after first Occupation of the BBC Building (or until such earlier date as is agreed between the Developer and the LPA pursuant to paragraph 1.8).

1.8 The obligations in this paragraph 1 shall cease to apply to the BBC Building only on the date 20 (twenty) years after first Occupation of the BBC Building, or such earlier date as may be agreed between the Developer and the LPA PROVIDED THAT the Developer may not request that the obligations shall cease earlier than the date which is 10 (ten) years following first Occupation of the BBC Building.

SCHEDULE 10

HEALTHCARE CONTRIBUTION

DEFINITIONS

In this Schedule 10 the following words and expressions shall have the following meanings:

"Healthcare Contribution"	means the sum of £237,685 to be used by the LPA as a contribution towards the provision of additional general medical practitioner services within the LCS Area excluding the PDZ4 Health Centre
"LCS Area"	means the area shown edged red on the plan attached at Appendix 11
"PDZ4 Health Centre"	means PDZ4 health care facility permitted under the LCS (as defined in Schedule 2)

1. HEALTHCARE CONTRIBUTION

1.1 This Schedule applies to the Outline Element only.

1.2 Subject to paragraph 1.3 if at the date of first Occupation of the Residential Units the PDZ4 Health Centre is not open for public use the Developer shall not Occupy any Residential Units until it has paid to the LPA the Healthcare Contribution.

1.3 If at the date of first Occupation of the Residential Units construction of the PDZ4 Health Centre has commenced but it is not yet open for public use the obligation in paragraph 1.2 shall be suspended for a period of six months commencing on the date of first Occupation of the Residential Units and if at the end of that six month period:-

1.3.1 the PDZ4 Health Centre is open to public use the obligation in paragraph 1.2 shall cease to apply; or

1.3.2 the PDZ4 Health Centre is not open for public use the Developer shall within 10 Working Days pay to the LPA the Healthcare Contribution.

1.4 If at the date the Healthcare Contribution falls due pursuant to either paragraph 1.2 or 1.3 the Developer considers that it has adequate evidence that the healthcare needs of the Development are adequately provided for without provision of the PDZ4 Health Centre, and such evidence shall as a minimum include confirmation of the same from the relevant Clinical Commissioning Group, then the Developer may submit the same to the LPA for Approval and if the LPA Approves the submission made to it the obligation in paragraph 1.2 or paragraph 1.3.2 (as applicable) shall cease to apply from the date of the LPA's Approval.

1.5 In the event that the Healthcare Contribution is paid to the LPA, any part of the Healthcare Contribution which remains unspent or is not committed to be spent at the date the PDZ4 Health Centre is first opened for public use shall be repaid to the Developer within 20 Working Days of that date or of the date on which the Developer notifies the LPA that the PDZ4 Health Centre is open to the public, whichever is the later.

SCHEDULE 11

EPPING FOREST SAC IMPACT CONTRIBUTION

DEFINITIONS

In this Schedule 11 the following words and expressions shall have the following meanings:

"Epping Forest SAC Impact Contribution" means the sum of £5,036 to be passed by the LPA to Natural England as a contribution towards the provision of mitigation measures to protect the Epping Forest Special Area of Conservation

1. **EPPING FOREST SAC IMPACT CONTRIBUTION**
- 1.1 The Developer shall pay to the LPA the Epping Forest SAC Impact Contribution prior to first Occupation of any Building forming part of the Outline Element.
- 1.2 No Building forming part of the Outline Element shall be Occupied until the Developer has paid the Epping Forest SAC Impact Contribution to the LPA.

SCHEDULE 12

DEVELOPER'S LAND – TITLE NUMBERS

DEVELOPER'S LAND	TITLE NUMBER	PROPERTY DESCRIPTION
SWFT Site	EGL266376	111 Carpenters Road, Stratford (E15 2DU)
	EGL533909	Land lying to the east of East Cross Route
	EGL533913	Land lying to the north west of High Street
	EGL557358	Land to the north of Carpenters Road
	EGL558925	Land lying to the south east of Carpenters Road
	LN155361	Land on the North side of Carpenters Road
PML Site	EGL533914	The land at Pudding Mill Lane and Marshgate Lane to the south west of City Mill River and north west of Bow Back River
	EGL560513	The land comprising that section of Marshgate Lane immediately to the south of the underpass beneath the railway
BWT Site	EGL533915	The land at Bridgewater Road to the south west of the Waterworks River and north of The Greenway
	EGL428163	Land at Warton Road (partly within arch under railway)
RRW Site	EGL533916	Land On The South East Of High Street, London
	EGL571226	Land at Rick Roberts Way, London
	TGL592204	Land on the south side of Rick Roberts Way, London

SCHEDULE 13

NOTIFICATIONS AND SUBMISSIONS TO THE LPA

Provision	Detail	Trigger
Schedule 3 Paragraph 3	Monitoring and review report	No later than 6 months following the Commencement of Development then every 12 months for 10 years
Schedule 4 Paragraph 1.1	Public Realm Plan	Prior to Commencement of the each of the Detailed Element and the Outline Element
Schedule 4 Paragraph 2.2	Detailed Estate Management Strategy	Prior to first Occupation of the Detailed Element
Schedule 4 Paragraph 3.2	Outline Estate Management Strategy	Prior to first Occupation of the Outline Element
Schedule 4 Paragraph 3.4	Building Estate Management Strategy	Prior to first Occupation of each Building within the Outline Element
Schedule 4 Paragraph 5.2.1(a)	Permitted Closure details	Not less than 10 Working Days before the date of the intended Permitted Closure
Schedule 4 Paragraph 5.4	Building Public Access Route Maintenance and Management Plan	Prior to the Occupation of each Building within the Detailed Element (save for the BBC Building)
Schedule 4 Paragraph 5.7	Event Strategy	Prior to the Occupation of the Detailed Element
Schedule 4 Paragraph 6.2	Public Arts and Cultural Events Strategy	Prior to first Occupation of the Detailed Element
Schedule 5 Paragraph 3.3	DE Cycle Parking Monitoring Report	No later than the date which is 12 (twelve) months following commencement of the DE Monitoring Period and every 6 (six) months thereafter
Schedule 5, Part 2 Paragraph 3.4	DE Cycle Parking Monitoring Report and DE Additional Short Stay Cycle Parking Spaces Delivery Plan	If any DE Cycle Parking Monitoring Report shows that the usage of the DE Short Stay Cycle Parking Spaces is more than 80% of capacity
Schedule 5 Part 2 Paragraph 5.4	OE Cycle Parking Monitoring Report	By no later than the date which is 12 (twelve) months following commencement of the OE Monitoring Period and every 6 (six) months thereafter

Provision	Detail	Trigger
Schedule 5 Part 2 Paragraph 5.5	OE Cycle Parking Monitoring Report and the OE Additional Short Stay Cycle Parking Spaces Delivery Plan	If any OE Cycle Parking Monitoring Report shows that the usage of the short stay cycle parking spaces within the Outline Element is more than 80% of capacity
Schedule 6 Paragraph 1.2	TV Reception Survey	No above ground works shall be carried out within either of the Detailed Element nor the Outline Element until submission and Approval
Schedule 6 Paragraph 1.3	Second TV Reception Survey	10 complaints received and the consultant considers it reasonable within one year of Completion
Schedule 7 Paragraph 1.2.1	If the Developer is LLDC - Appointment of Detailed Design Manager	prior to the Commencement of the Detailed Element
Schedule 7 Paragraph 1.4.1	If the Developer is not LLDC – Design Strategy	prior to the Commencement of the Detailed Element
Schedule 7 Paragraph 1.5	Report on compliance Paragraph 1.4	Once per quarter commencing on the Commencement Date – Conditional on Paragraph 1.4
Schedule 7 Paragraph 2.2.1	If the Developer is LLDC - Evidence of Appointment of Outline Design Manager	prior to the Commencement of the Outline Element
Schedule 7 Paragraph 2.3.1	If the Developer is not LLDC – Design Selection Strategy	Prior to the Commencement of the Outline Element
Schedule 7 Paragraph 2.3.3	If the Developer is not LLDC – Design Management Strategy	Prior to the Commencement of the Outline Element
Schedule 8 Paragraph 1.3	Details to show Carbon Reduction Requirement is met or cannot be met.	Prior to Occupation of the Detailed Element
Schedule 8 Paragraph 2.3	Details to show Carbon Reduction Requirement is met or cannot be met	Prior to Occupation of each Phase of the Outline Element
Schedule 9 Paragraph 1.3	Report detailing community outreach activities	Every six months From date of Agreement until Occupation of the final DE Building to be Occupied
Schedule 9 Paragraph 1.5	Alternative Education Outreach Programme	Not less than 12 weeks prior to the anticipated date that the East Education Programme will cease

Provision	Detail	Trigger
Schedule 10 Paragraph 1.4	Evidence that the healthcare needs of the Development are adequately provided for without provision of the PDZ4 Health Centre	The date the Healthcare Contribution falls due

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

)
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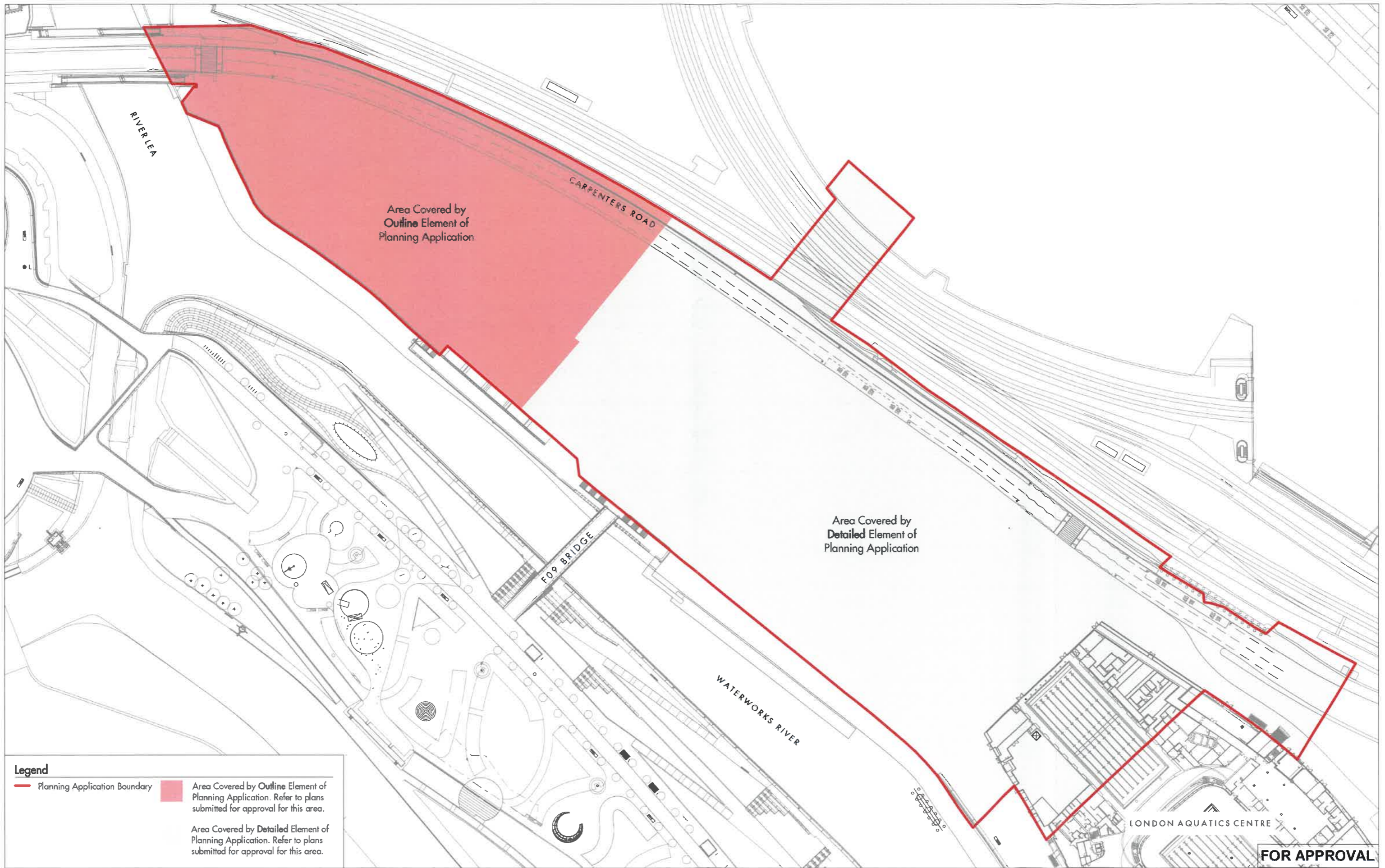
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Authorised Signatory

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

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Authorised Signatory

APPENDIX 1
PLAN OF THE SWFT SITE



Legend

- Planning Application Boundary
- Area Covered by Outline Element of Planning Application. Refer to plans submitted for approval for this area.
- Area Covered by Detailed Element of Planning Application. Refer to plans submitted for approval for this area.

FOR APPROVAL

REV	DATE	DESCRIPTION	CND
PL01	18.10.18	Planning Issue	KL

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Arquitectura
 Pare Claret, 22 3r
 17001 Girona
 +34 972 081 719

Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 +44 20 7921 0100

BUROHAPPOLD ENGINEERING
 17 Newman Street
 London W1T 1PD
 +44 20 7927 9700

O'DONNELL + TUOMEY ARCHITECTS
 20A Camden Row
 Dublin 8 Ireland
 +35 3 1 475 2500

LD&DESIGN
 8-10 New Fetter Lane
 London EC4A 1AZ
 +44 20 7467 1470

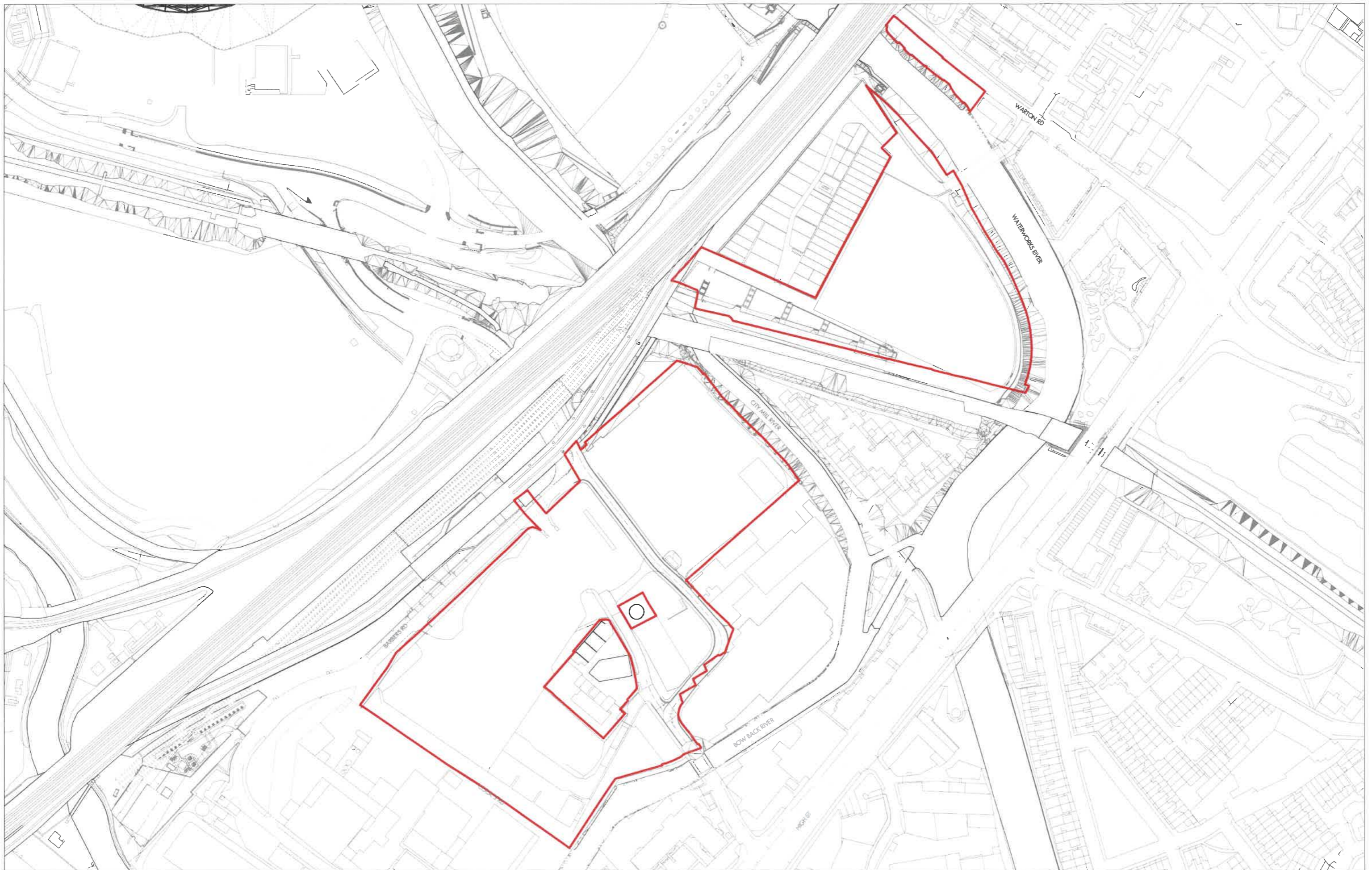
Drawing Author
Allies and Morrison

Prepared on behalf of the LLDC

Stratford Waterfront
PARAMETER PLAN
 Outline Element & Detailed Element of
 Planning Application
MP101-SW02-01-XX-A-DPL-XXXX-0100-0002
 SCALE: 1:625 @A1 1:1250 @A3 JOB NO: 17097_01 OFFICIAL: PROTECTED

Suitability
D5
 Revision
PL01

APPENDIX 2
PLAN OF PUDDING MILL SITE



Do not use for any other purpose. Use figures dimensions only. Pinned dimensions are in millimetres. All work on a site. All dimensions and levels shall be verified on site before proceeding with work. Detailed site survey to be carried out to verify positions and level relationships with the features and surfaces shown. The architect must be notified of any discrepancy. Where building components are described in the specification or Contract Specification - (Contractor Design) elements shown on this drawing pending to those components are to be used as 'Tender for Design' only. Allen & Morrison is not responsible for any errors caused by the transmission, reproduction, software or computer systems. Allen & Morrison is not responsible for, nor shall be liable for, the consequences of any use made of the drawings or models, other than that for which they were produced by Allen & Morrison for the Client.

NO	DATE	REVISION	BY
	10/08/2014	Draw for EIA	AS
	11/02/2016	Revisions & EIA Issues	AS
	07/05/2016	Revised for submission	AS
	20/07/2016	Revisions 2 and 4 revision	AS

PUDDING MILL SITE RED LINE

Allen & Morrison
 65 Southmark Street
 London SE1 0XK
 Telephone 020 7921 0100
 Facsimile 020 7921 0101
 Email info@allenandmorrison.co.uk

STRATFORD WATERFRONT S106

PUDDING MILL RED LINE PLAN

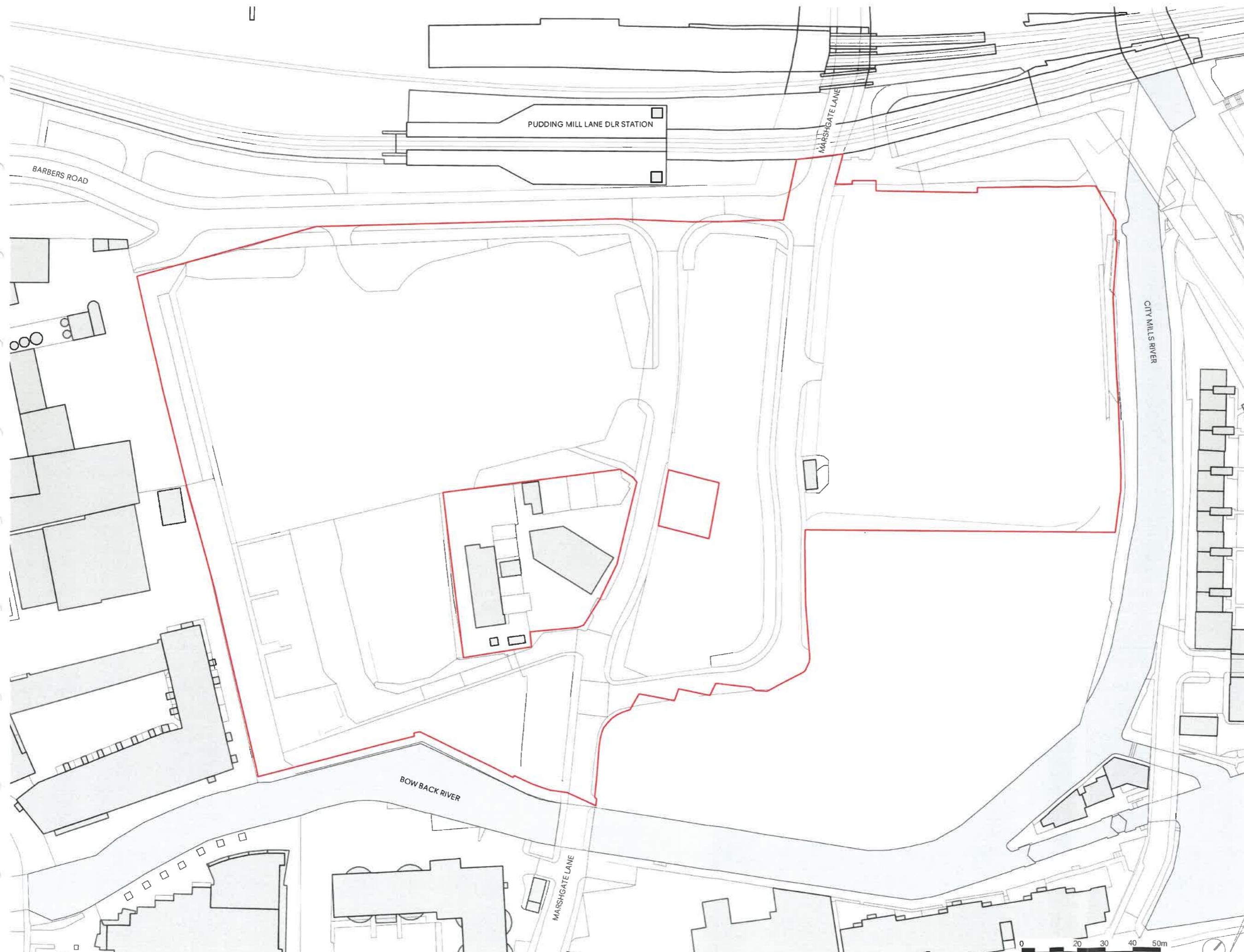
SCALE 1 : 1250 @A1

ARM JOB NO: 1090

SCALE 1 : 2500 @A3

APPENDIX 2A
PLAN OF PML SITE

Rev	Date	Description
00	07.12.21	For Approval



Notes

KEY

—	Application Boundary
------------------------------------	----------------------

NB. A full description of this Parameter Plan can be found in the Development Specification and Framework.

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Key Plan

Architect
GORT SCOTT
55 Leroy Street
London SE1 4SN
+44 20 7254 0294
info@gortscott.com
www.gortscott.com

Client
LLDC

Project
Pudding Mill Lane

Drawing Title
Parameter Plan -
Planning Application Boundary

Status
Planning

Scale	Drawn	Checked	Date of 1st Issue
1:1250 @ A3	JC	AW	

Project Source	Zone	Level	Type	Role	Dwg. N°	Rev.
150 GSA	XX	XX	DR	A	2800	00



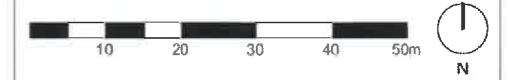
APPENDIX 2B
PLAN OF BWT SITE

Rev.	Date	Description
PA01	03/08/2021	FOR APPROVAL

NOTES:

KEY


	Application Boundary
---	----------------------



A full description of this Parameter Plan can be found in Section 5.4 of the Development Specification Framework

MIKHAIL RICHES
 Studio 2, The Printworks
 Union Row
 Margate, CT9 1PP
 mikhailriches.com

HEALTH, SAFETY AND ENVIRONMENTAL INFORMATION BOX

 Notes: This drawing is to be read in conjunction with the risk register produced for inclusion in the health and safety plan. The hazard notes are in addition to normal hazards and risks faced by a competent contractor when dealing with the type of works detailed on the drawing.

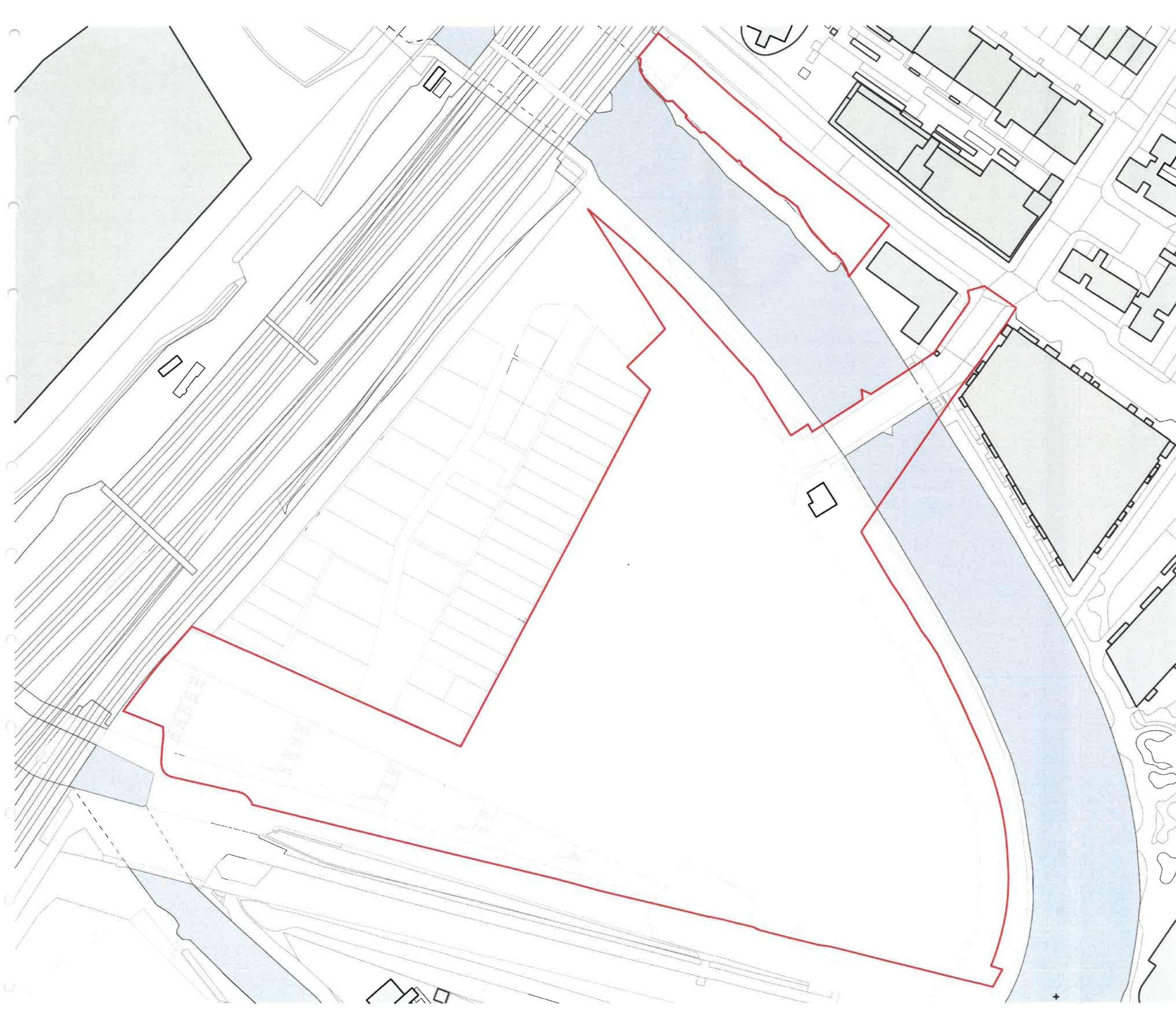
DRAWING TITLE:

Application Boundary

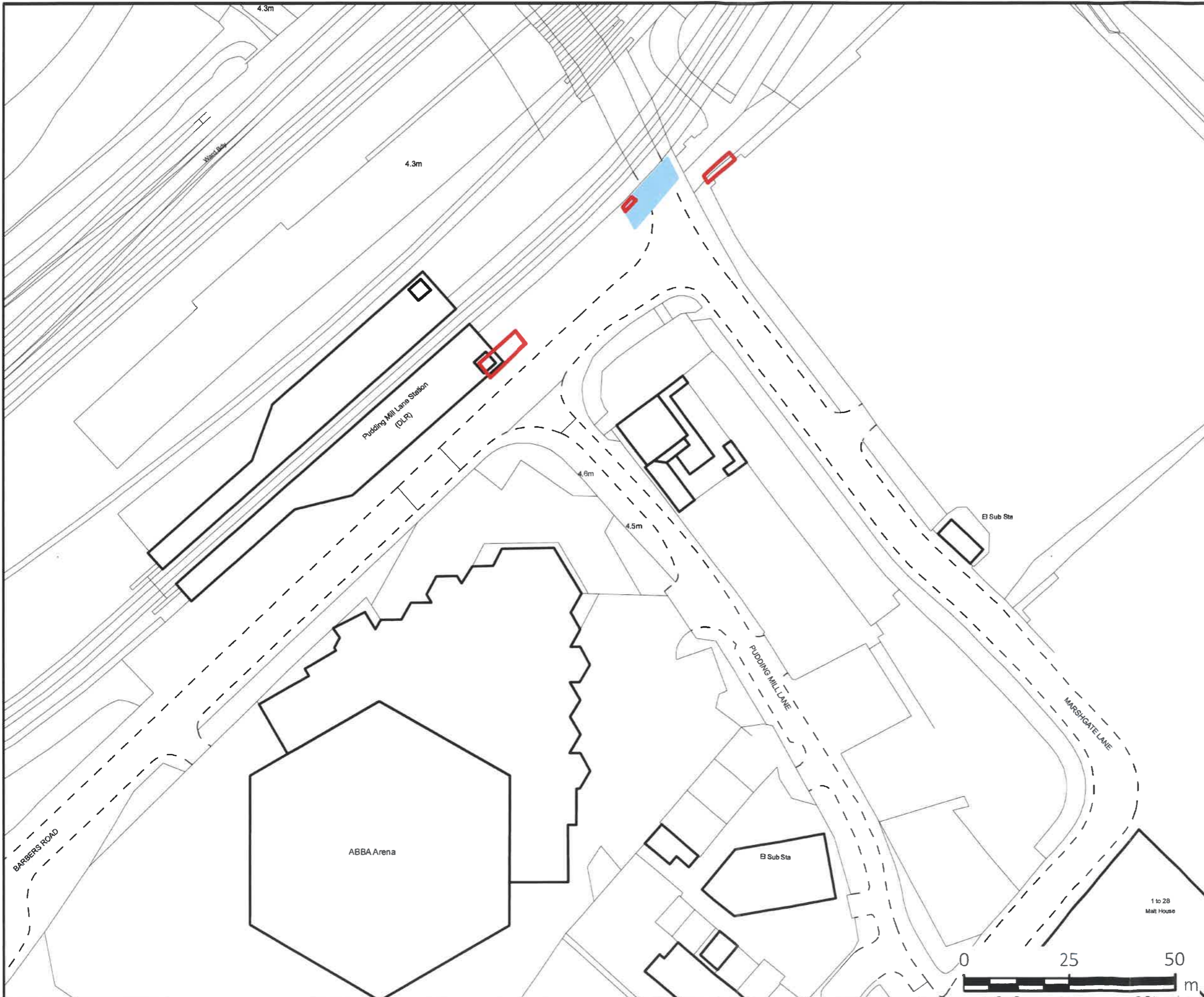
PROJECT:	BRIDGEWATER TRIANGLE
CLIENT:	LONDON LEGACY DEVELOPMENT CORPORATION
DATE:	03/08/2021
DRAWING STATUS:	PLANNING - FOR APPROVAL
SCALE:	1:1000 @ A3

Project:	Drawing No.	Revision:
----------	-------------	-----------

284 (PP) 100 PA01



APPENDIX 2C
PLAN OF TFL TRANSFER LAND



TfL Property Services
 Palestra,
 197 Blackfriars Road,
 London,
 SE1 8NJ

MAYOR OF LONDON

Land from LLDC to TfL
 (1 of 2)
 Barber's Road
 E15 2RU

- Demise
- DLR Protection Zone

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Date	31/10/2024
Initials	TRK
Drg. No.	CRL_BR2_v2
Rev	0
Scale	1:1,250 at A4



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APPENDIX 3
PLAN OF RRW SITE



Notes:-
Do not scale from this drawing.

- LLDC Land
- LBN Land

LONDON LEGACY DEVELOPMENT CORPORATION

Level 10, 1 Stratford Place
Montfichet Road, London
E20 1EJ
+44 (0) 20 3288 1800
info@londonlegacy.co.uk

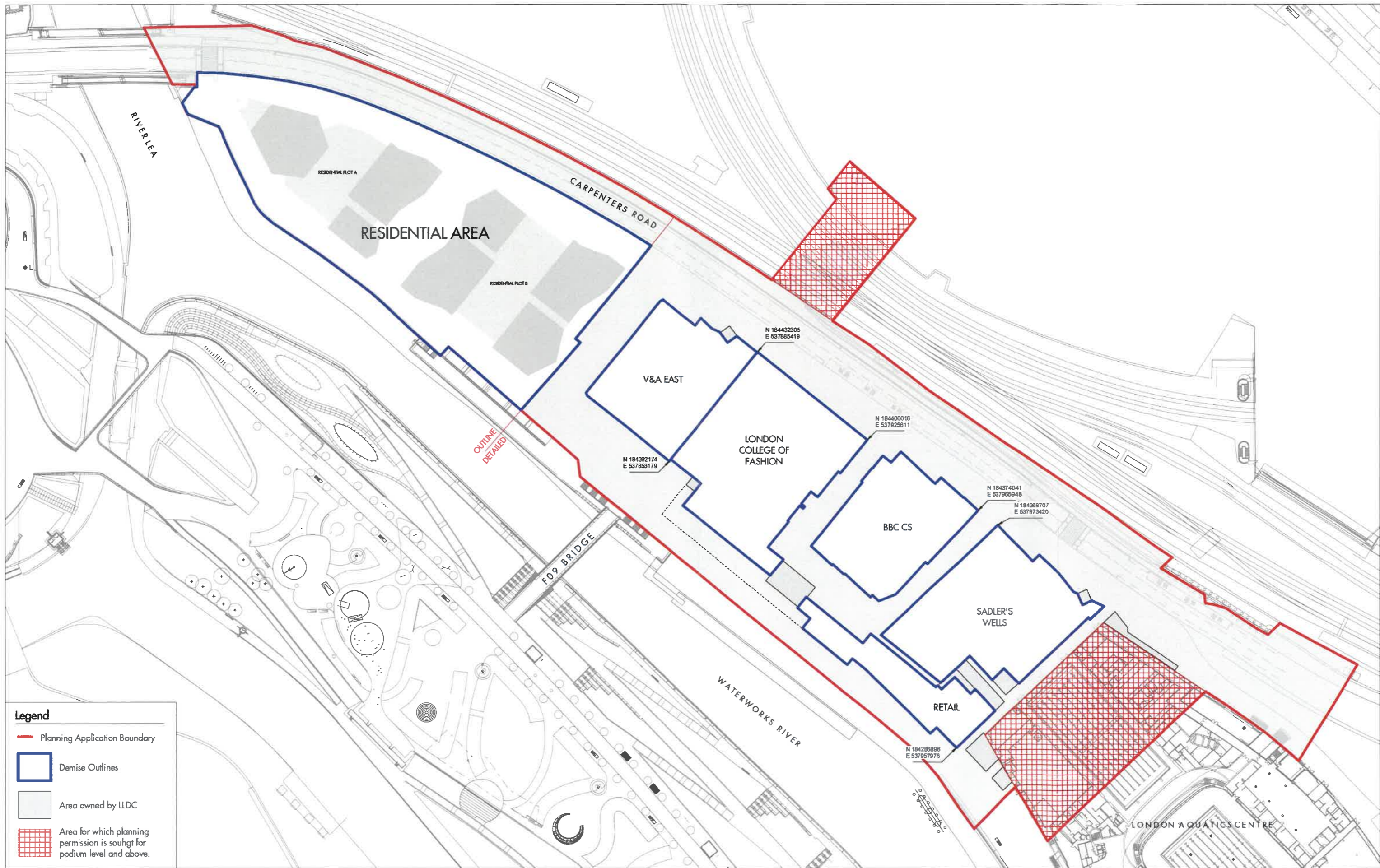
Project:
Rick Roberts Way

Location:
Rick Roberts Way

Drawing Title:
220307 RRW Proposed Land
Boundaries

Drawing Reference:
Status: For Information
Issue: 001
Date: 07.03.2022
Scale: 1:2000
Drawn by: LS
Checked by: OR

APPENDIX 4A
PLAN OF THE BUILDINGS



Legend

- Planning Application Boundary
- Demise Outlines
- Area owned by LLDC
- ▨ Area for which planning permission is sought for podium level and above.

REV	DATE	DESCRIPTION	CKD
P01	28.01.18	First Issue	AW
P02	01.02.18	Second Issue Incorporating LLDC Comments	AW
P03	02.02.18	Third Issue Incorporating LLDC Comments	AW
P04	20.02.18	Issue to Construct	AW
PL01	08.02.19	Planning Issue	AW

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Arquitectura
 Pare Claret, 22 3r
 17001 Girona
 +34 972 081 719

BURHAPPOLO ENGINEERING
 17 Newman Street
 London W1T 1PD
 +44 20 7927 9700

Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 +44 20 7821 0100

O'DONNELL + TUOMEY ARCHITECTS
 20A Camden Row
 Dublin 8 Ireland
 +35 3 1 475 2500

LDĀDESIGN
 8-10 New Fetter Lane
 London EC4A 1AZ
 +44 20 7467 1470

Drawing Author
Allies and Morrison

Prepared on behalf of the LLDC
LONDON LEGACY DEVELOPMENT CORPORATION

Stratford Waterfront
 DEMISE PLAN
 Waterfront Level Demise Plan
 MP101-SW02-01-00-A-DMC-XXXX-0100-0001
 SCALE: 1:625 @A1 1:1250 @A3 JOB NO: 17097_01 OFFICIAL: PROTECTED

Suitability
D5
 Revision
PL01

APPENDIX 4B
PLAN OF BUILDINGS A1, A2, B1 AND B2

Notes
 RESPONSIBILITY IS NOT ACCEPTED FOR ERRORS MADE BY OTHERS IN SCALING FROM THIS DRAWING. THIS DRAWING IS COPYRIGHT OF GLENN HOWELLS ARCHITECTS.

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THE SITE BACKGROUND DRAWING IS REFERENCED FROM: OS MAP: PROMAP-62664-1027614-720-0.DWG

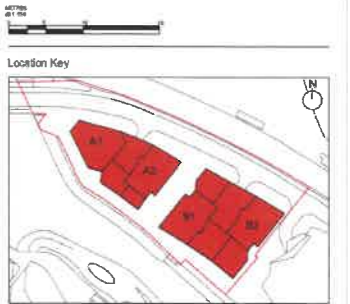
CULTURAL QUARTER DRAWING: MP101-SW02-01-RF-A-DPL-XXXX-0100-0102
 THE GRAPHIC HAS BEEN MODIFIED TO SUIT THE PURPOSE OF THE DRAWING.

THE REDLINE BOUNDARY SHOWN IS BASED UPON OS INFORMATION, PROVIDED BY OTHERS, AND IS THEREFORE INDICATIVE. ITS PRECISE LOCATION AND RELATIONSHIP TO LAND REGISTRY, LAND TITLE AND OR LAND OWNERSHIP INFORMATION IS SUBJECT TO CONFIRMATION FROM THE CLIENT, AND/OR LANDOWNER. GLENN HOWELLS ARCHITECTS TAKE NO RESPONSIBILITY FOR THE PRECISE LOCATION OF LEGAL BOUNDARIES INDICATED ON THIS DRAWING AND ADVISE THAT A SEPARATE SURVEY IS CREATED BY A SPECIALIST SURVEY IN ORDER TO ESTABLISH SUCH OWNERSHIP AND OR LEGAL BOUNDARIES.

Application Boundary Line
 Stratford Waterfront Hybrid Planning Permission Boundary

Revisions

Date	Rev	By	Description
16/02/2024	P01	AD	Planning Issue



For Planning

Project: Stratford Waterfront
 GHA No: 2319

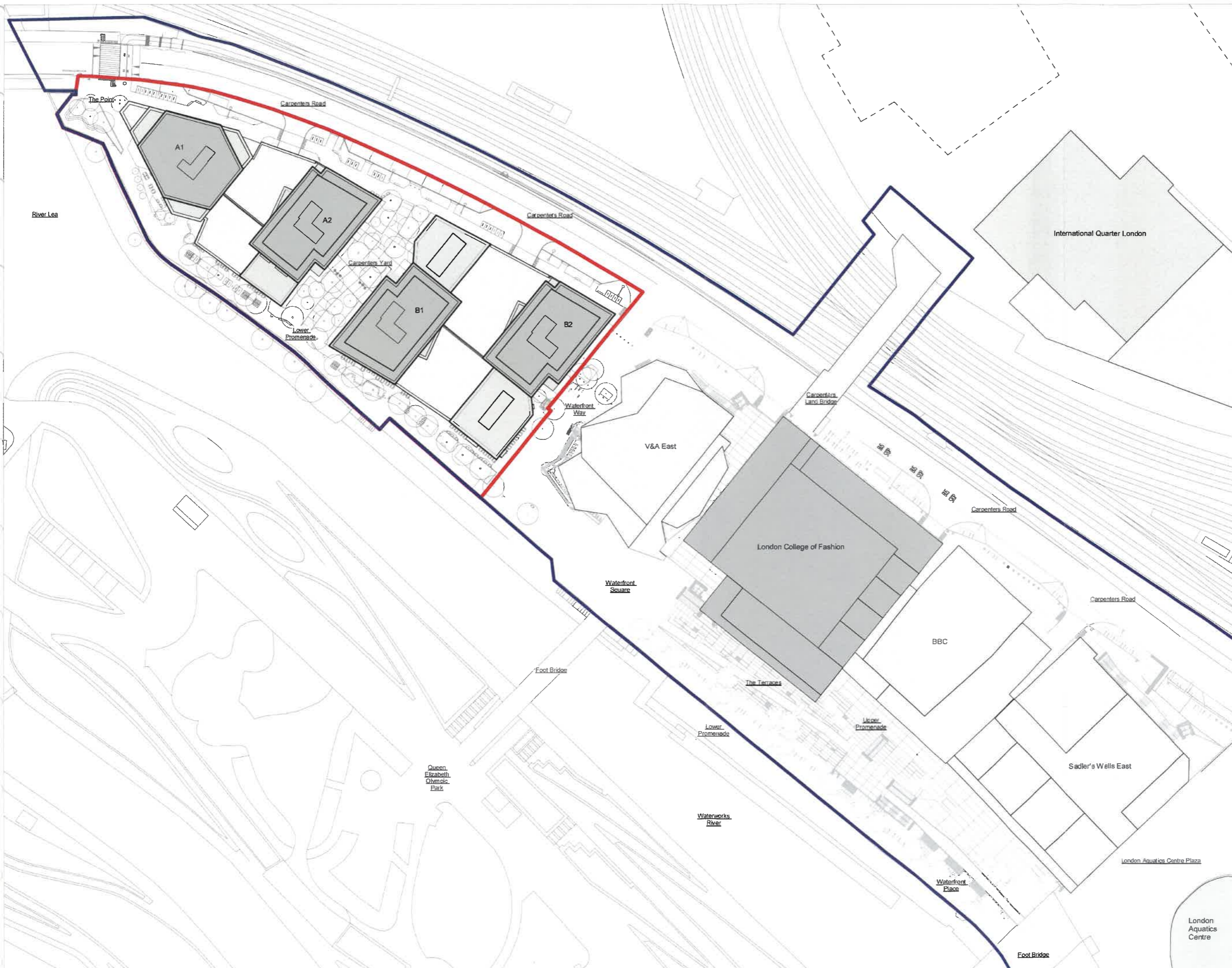
Client: Stratford East London Partners LLP and LLDC

Drawing Title: Sitewide - Proposed Site plan

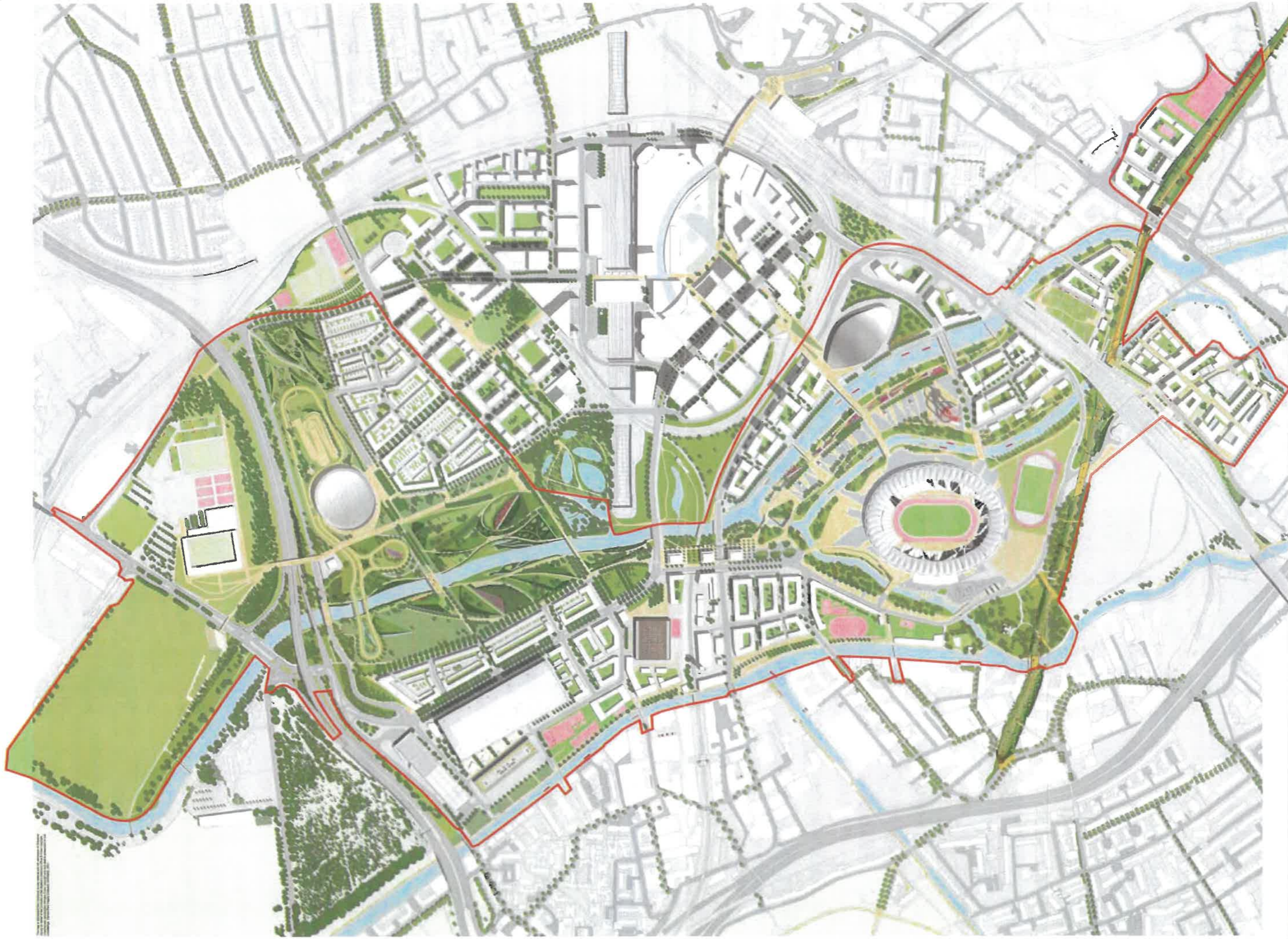
Drawing No: SWF-GLE-SW-ZZ-DR-A-10281
 Revision: P01

Scale: 1:500@A1
 Date: 16/02/2024
 Checked: AS



Glenn Howells Architects
 London Birmingham glennhowells.co.uk



APPENDIX 5
PLAN OF THE QEOP



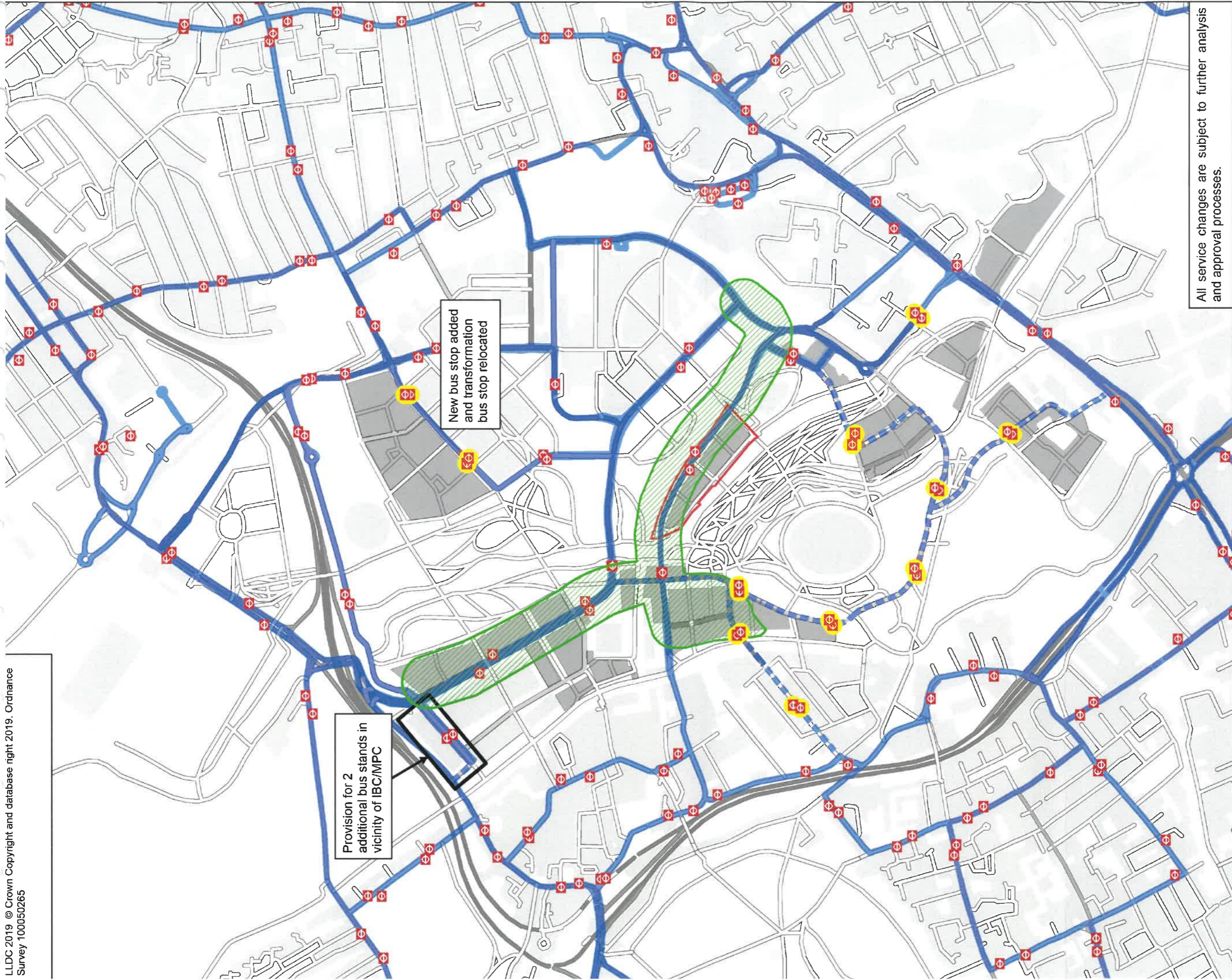
KEY  Olympic Park Boundary

 **ALCOM**
Legacy Communities Scheme

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

APPENDIX 6
BUS SERVICE ENHANCEMENTS PLAN



Provision for 2 additional bus stands in vicinity of IBC/MPC

New bus stop added and transformation bus stop relocated

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

NOTES

Rev	Description	Dr/Ch	Date
00	First Draft	CB	07.09.2012
00	Issue	DM	17.09.2012

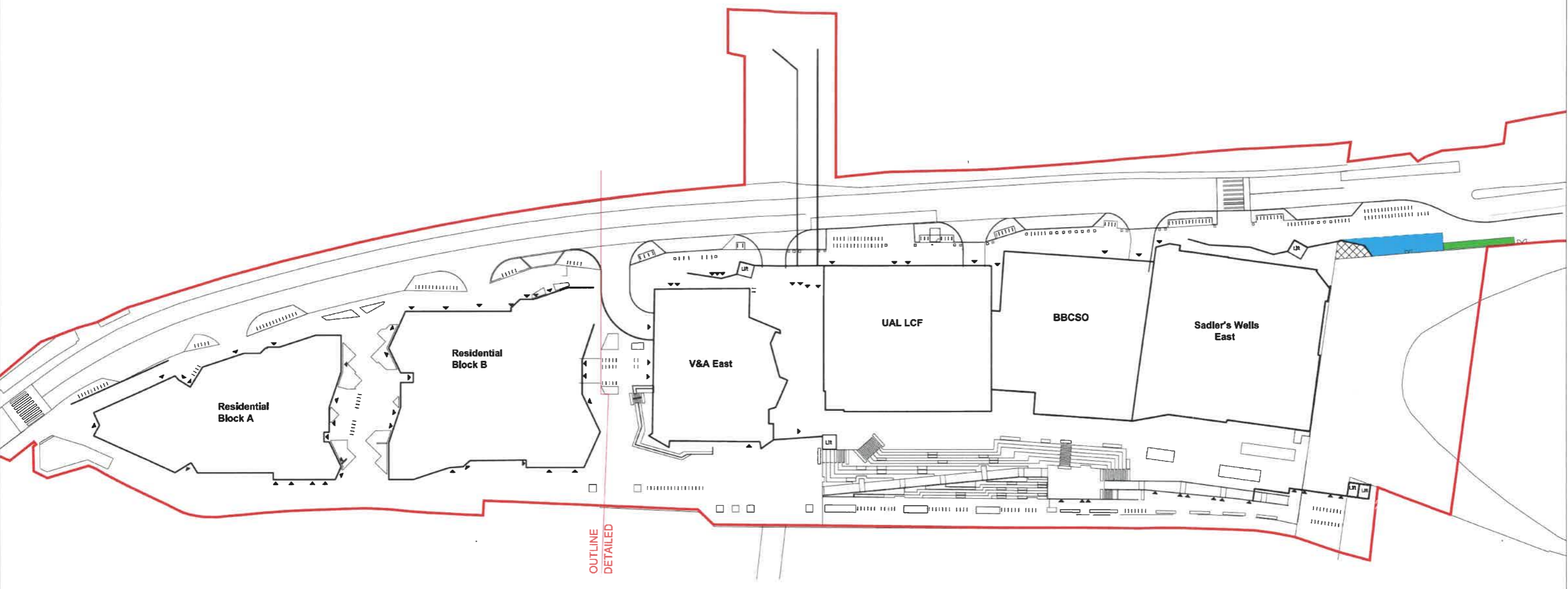
- Key
- Indicative new stops in Legacy (+/- 50m)
 - Carpenters Road Enhancement Corridor
 - Stratford Waterfront Boundary
 - Roads used by buses in transformation
 - Roads that could be used by buses
 - Development Plots
 - ⊕ Existing or Transformation Bus Stops

<p>Client</p> <p>OLYMPIC PARK LEGACY COMPANY</p>	<p>Drawing Title</p> <p>Stratford Waterfront S106 Bus Route Enhancement Plan</p>	<p>Scale (A3)</p> <p>1:10,000</p>	<p>Date</p> <p>May 2019</p>
<p>Organisation</p> <p>AECOM</p>	<p>Project Title</p> <p>Stratford Waterfront</p>	<p>Status</p> <p>ISSUE</p>	<p>Rev. No.</p> <p>LCS-GLB-ACC-TA-001A-F5.11</p>
			<p>↑</p>
			<p>Rev. 01</p>

APPENDIX 7

CYCLE HIRE SAFEGUARDING LAND AND THE F10 BRIDGE AREA

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OUTLINE DETAILED

Key:
■ Indicative location for cycle parking under F10 Bridge
■ Cycle Hire Safeguarding Land

NO.	DATE	REVISION

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 Paris, France, 22-37
 17001 05000
 +34 972 081 713

ALLAN & MORTON
 65 Southbank Street
 London SE1 0XK
 +44 20 7521 0100

ODONNELL + TUOMEY ARCHITECTS
 25A Carden Row
 Dublin 6 Ireland
 +35 3 1 475 2500

LD A DESIGN
 6-10 New Fetter Lane
 London EC4A 1AZ
 +44 20 7487 1470

Drawing Author
LD A DESIGN

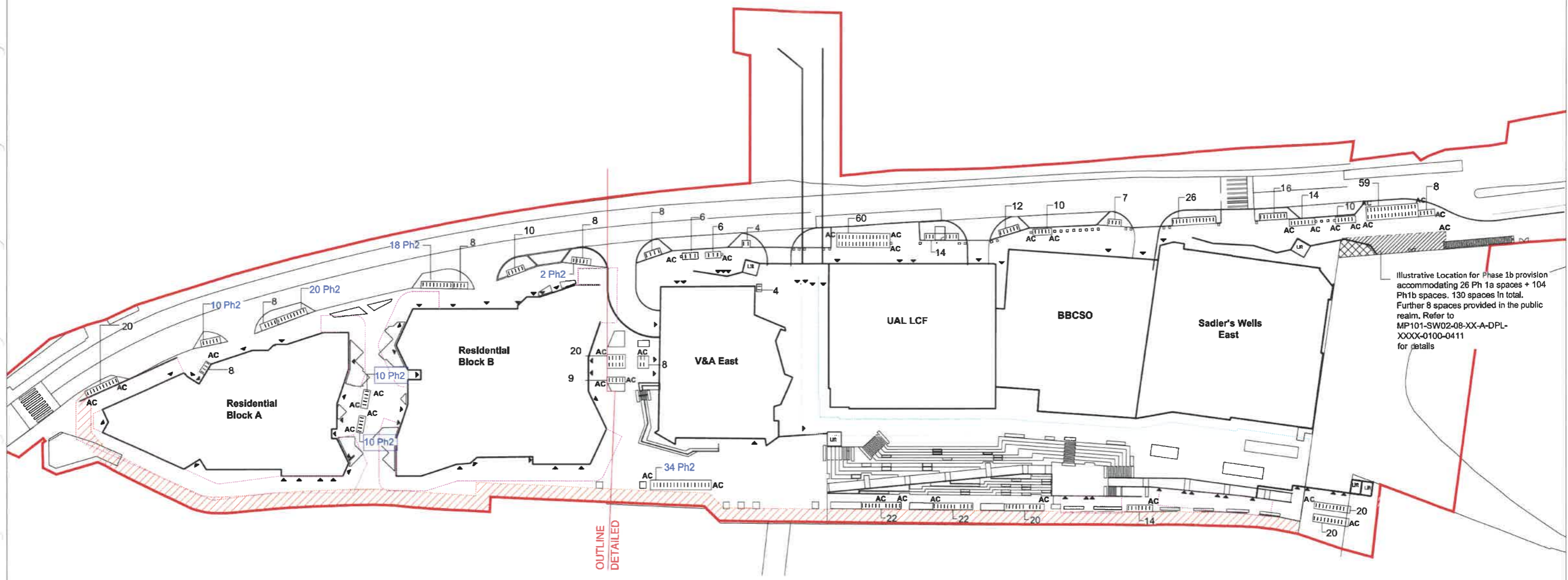
Prepared on behalf of the LLDC
LEGACY DEVELOPMENT CORPORATION

STRATFORD WATERFRONT
 CYCLE PARKING AND CYCLE HIRE
 SECTION 106 PLAN
 MP101-SW02-08-XX-L-DPL-0940-8100-0161
 SCALE: 1:400 @A0 1:800 @A2 JOB NO: 5983 OFFICIAL: PROTECTED

Subsidiary
D5
 Revision
PL01

APPENDIX 8
SHORT STAY CYCLE PARKING SPACES

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Illustrative Location for Phase 1b provision accommodating 26 Ph 1a spaces + 104 Ph 1b spaces. 130 spaces in total. Further 8 spaces provided in the public realm. Refer to MP101-SW02-08-XX-A-DPL-XXXX-0100-0411 for details

OUTLINE DETAILED

- Key:**
- 1 no. cycle stand* (No. 507 spaces (inc. accessible spaces))
 - AC** 1 no. accessible cycle space (No. 36 spaces)
 - Secure cycle store
 - Illustrative Location for Phase 1b provision accommodating 26 Ph 1a spaces + 104 Ph 1b spaces. 130 spaces in total. Refer to MP101-SW02-08-XX-A-DPL-XXXX-0100-0411 for details.
 - 4m emergency vehicle route
 - 5m retail offset
 - 3m spill out to buildings
 - 5m movement zone
 - Phase 2 Short stay cycle parking (104, no.)
 - Phase 2 Short stay cycle situated on the cross-route between the residential Blocks is subject to the final location of the cross-route itself
- *Note: 1 stand = 2 spaces

NO.	REV.	DESCRIPTION	DATE

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Parr Clarke, 22 St
17001 Gilcom
+34 972 061 719

BURKHAPOLD ENGINEERING
17 Newman Street
London W1T 1PD
+44 20 7502 3700

Allies and Morrison
85 Southwark Street
London SE1 0XK
+44 20 7821 0100

ODONNELL + TUOMEY ARCHITECTS
20A Camden Row
Dublin 9 Ireland
+35 3 1 475 2500

LD&DESIGN
8-10 New Fetter Lane
London EC4A 1AZ
+44 20 7487 1470

Drawing Author
LD&DESIGN

Prepared on behalf of the LLDC
LEGACY DEVELOPMENT CORPORATION

STRATFORD WATERFRONT
SHORT STAY CYCLE PARKING
SECTION 106 PLAN

MP101-SW02-08-XX-L-DPL-0940-8100-0162
SCALE: 1:400 @A0 1:800 @A2 JOB NO: 5989 OFFICIAL: PROTECTED

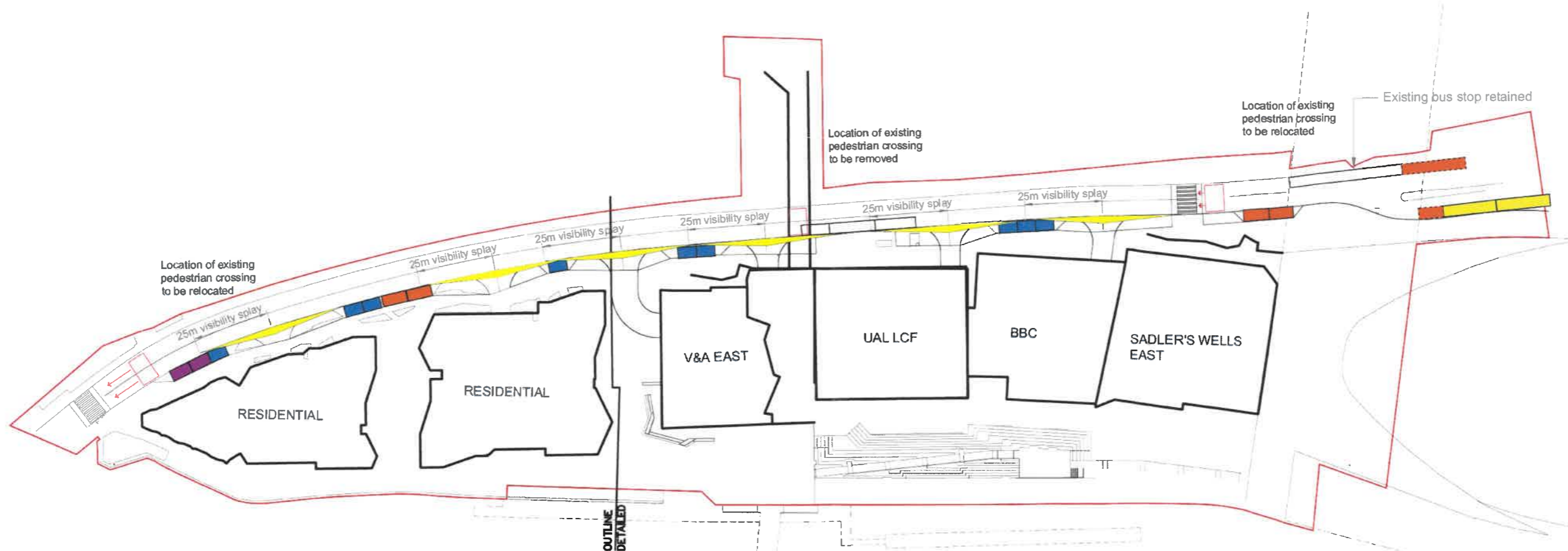
Subsidiary
D5








Revision
PL01

APPENDIX 9

PLAN SHOWING THE LOCATION OF THE CAR CLUB SPACES

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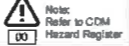
-  1 no. 37m TFL on-street bus stop (relocated)
-  9 no. blue badge spaces
-  4 no. drop-off / taxi spaces
-  2 no. car club spaces
-  2 no. coach drop off space under F10 bridge
-  Vehicle visibility splays
-  Taxi waiting area for peak periods

FOR APPROVAL

REV	DATE	DESCRIPTION	CKD
PL01	05.11.2018	Planning Issue	SCB

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 Pare Claret, 22 3r
 17001 Girona
 +34 972 081 719

BURHAPPOLD ENGINEERING
 17 Newman Street
 London W1T 1PD
 +44 20 7927 9700

Alias and Morrison
 65 Southwark Street
 London SE1 0HX
 +44 20 7921 0100

O'DONNELL + TUOMEY ARCHITECTS
 20A Camden Row
 Dublin 8 Ireland
 +35 3 1 475 2500

LDADesign
 8-10 New Fetter Lane
 London EC4A 1AZ
 +44 20 7467 1470

Drawing Author
LDADesign

Prepared on behalf of the LLDC



STRATFORD WATERFRONT

VEHICLE ACCESS & PARKING

MP101-SW02-08-XX-L-DPL-0940-8100-0157

SCALE: 1 : 750 A1 1:1500 A3 JOB NO: 5989

Suitability
D5

Revision
PL01





APPENDIX 10
PLAN SHOWING THE SURROUNDING PROPERTIES

Project Management Initials: JM Designer: AD Checked: TP Approved: JM



PROJECT
Stratford Waterfront

CLIENT
London Legacy Development Corporation (LLDC)

- KEY:
-  Red Line Boundary
 -  Proposed Development Massing
 -  Proposed Development Terrestrial TV Shadow
 -  Baseline Terrestrial TV Shadow

Overview Map



PROJECT NUMBER
6056504

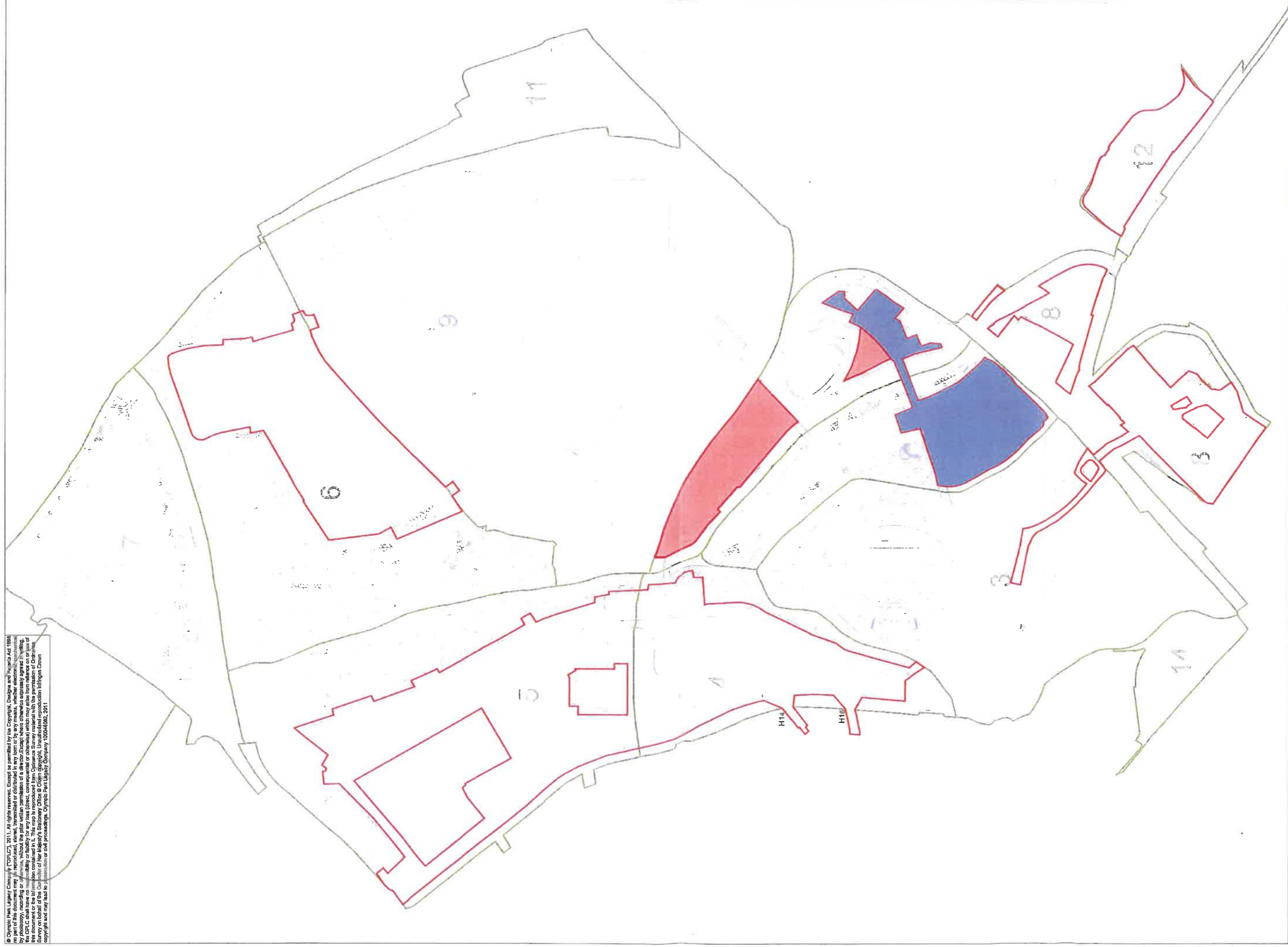
SHEET TITLE
Fig 2-6: Anticipated and Baseline Terrestrial TV Shadow

SHEET NUMBER
1 of 1

Scale: 1:15,000 @ A3

APPENDIX 11
PLAN OF THE LCS AREA

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NOTES

KEY

- LCS Planning Application
- Boundary
- Planning Delivery Zone
- Area 'slotted out' pursuant to 17/00236/VAR
- Area 'slotted out' pursuant to 19/00471/VAR

Client: OLYMPIC PARK LEGACY COMPANY

Contract No.: AECOM

Project Title: Legacy Communities Scheme

Drawing Title: Plan of the Site and Planning Delivery Zones

Sheet: S108 Appendix 1

Scale: 1:2500

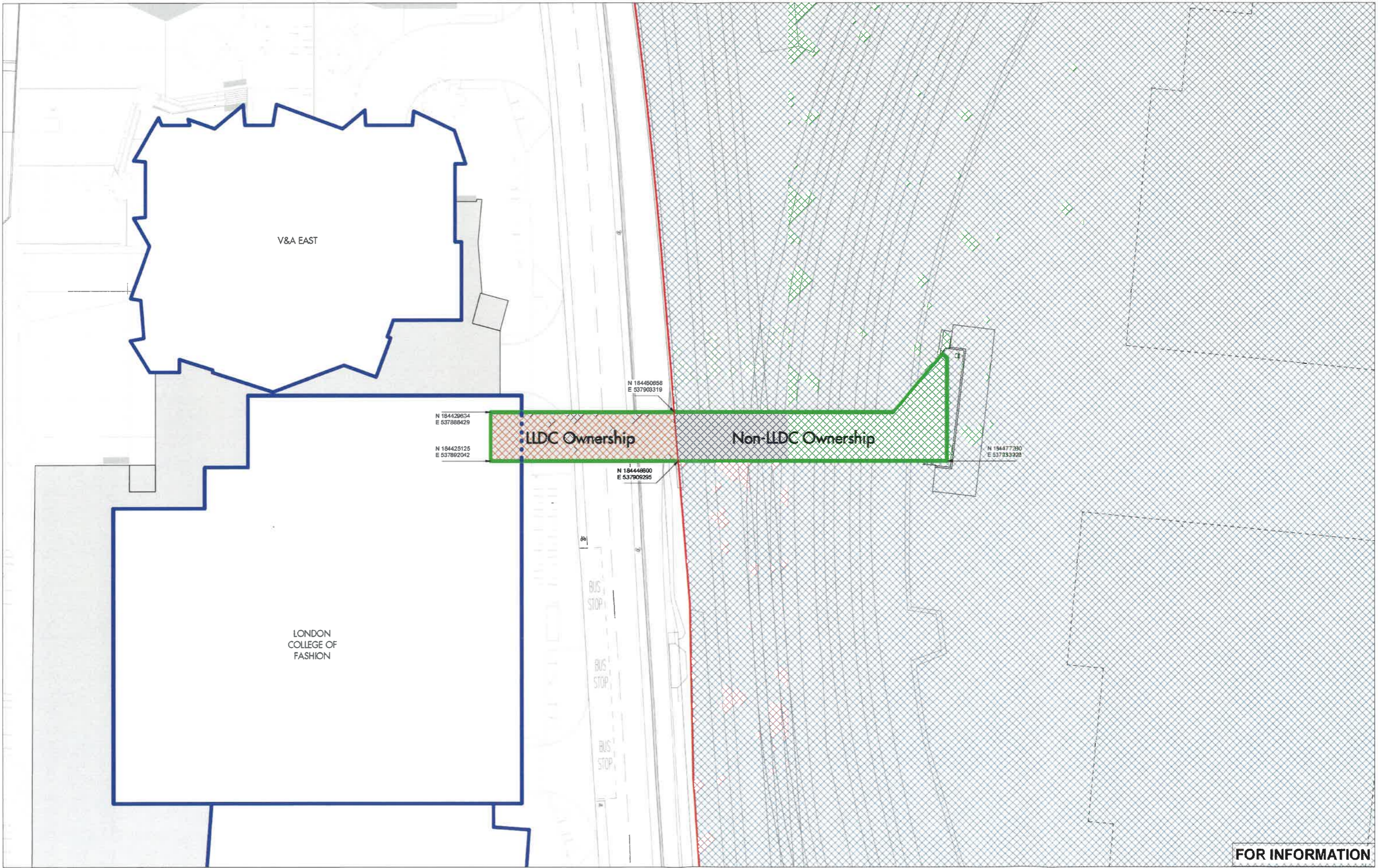
Revision: 1

Date: March 2019

Author: LCS-DWG-APP-RED-FRSE-GLB-001

Page: P04


APPENDIX 12
PLAN OF CARPENTERS LAND BRIDGE



REV	DATE	DESCRIPTION	CKD
PL01	06.08.19	Planning Issue	KL

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Arquitectura
Pare Claret, 22 3r
17001 Girona
+34 972 081 719

BURHAPPOLD ENGINEERING
17 Newman Street
London W1T 1PD
+44 20 7927 9700

Allies and Morrison
85 Southwark Street
London SE1 0HX
+44 20 7821 0100

O'DONNELL + TUOMEY ARCHITECTS
20A Camden Row
Dublin 6 Ireland
+35 3 1 475 2500

LDĀDESIGN
8-10 New Fetter Lane
London EC4A 1AZ
+44 20 7467 1470

Drawing Author
Allies and Morrison

Prepared on behalf of the LLDC
LONDON LEGACY DEVELOPMENT CORPORATION

Stratford Waterfront
OWNERSHIP PLAN
Carpenters Land Bridge - Land Ownership
MP101-SW02-01-01-A-DMC-XXXX-0100-0021
SCALE: 1 : 250 @A1 1:500 @A3 JOB NO: 17097_01 OFFICIAL: PROTECTED

Suitability
D5
Revision
PL01

APPENDIX 13
DRAFT PLANNING PERMISSION

OUTLINE APPLICATION APPROVAL

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

Please see notes at the end of this notice

Applicant

LLDC- Development
Level 10
1 Stratford Place
Montfichet Road
London
E20 1EJ

Agent

Aecom Limited
Aldgate Tower
2 Lemn Street
London
E1 8FA

Part I - Particulars of Application

Date of Application: 26-Nov-2018

Application No: 18/00470/OUT

Proposal: Comprehensive, phased, mixed use development at Stratford Waterfront within Queen Elizabeth Olympic Park for the following:

(a) with all matters reserved for future determination, for up to 65,000 sqm of development, comprising: up to 62,800 sqm of residential development (Class C3) including private amenity spaces and ancillary uses; up to 2,200 sqm of retail/food & drink (Classes A1-A5) uses; means of access; areas to provide circulation, servicing, car parking and cycle parking; landscaping including laying out of open space with provision for natural habitats and play space; and other supporting infrastructure works and facilities.

(b) for 72,899 sqm of development comprising:

- 41,965 sqm of educational development (Class D1) including ancillary uses;
- 8,144 sqm of cultural development (Class D1) including ancillary uses;
- 20,770 sqm of performance space with studios for rehearsal, recording, performances and broadcasting (sui generis) including ancillary uses;
- 1,934 sqm of retail/food & drink development (Classes A1-A5);
- 86 sqm of office space (Class B1);

as well as additional areas to provide associated plant, storage, servicing, circulation, car parking, cycle parking and associated public realm comprising hard and soft landscaping,

lighting, street furniture, steps, graded routes and mechanical lifts and a pedestrian/cycle bridge across Carpenters Road/Network Rail and DLR.

Location: Site known as Stratford Waterfront (also known as East Bank), bound by the Waterworks River to the south-west, London Aquatics Centre and F10 Bridge to the south-east, and Carpenters Road to the north and east.

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 **the OUTLINE APPLICATION HAS BEEN APPROVED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

DEFINITIONS

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

- “Commenced”** means the carrying out of a material operation as defined in section 56(4) of the Town and Country Planning Act (1990) other than Preparatory Works and shall mean the same as “Commence”.
- “Completion”** means completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry construction contracts for such works and “Completed” shall be construed accordingly.
- “Detailed Element”** means the phase of this planning permission for which no matters are reserved as set out in (b) of Part I.
- “Development”** means the entire scheme consented by this planning permission including the Detailed Element for which no matters are reserved AND the Outline Element for which all matters are reserved. Has the same meaning as “Site-Wide”.
- “Development Plot”** means the relevant part of the site for either the Detailed Element or the Outline Element of the Development.
- “Enabling Works”** means the planning permission granted under application ref: 18/00215/FUL (as varied by application ref: 18/00419/VAR) for the enabling works to facilitate the future development of plot PDZ.1.1 as identified within the Legacy Communities Scheme (ref: 11/90621/OUTODA).
- “Environmental Statement”** means the Environmental Statement submitted in support of this application ref: SW02-DOC-CON-ENV-001_PL01.
- “Manco”** means the site-wide management company and their associated office unit(s).
- “Occupied”** 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.

“Outline Element” means the phase (or phases) of this hybrid planning permission for which all matters are reserved as set out in (a) of Part I including any subsequent phasing for the Outline Element as approved in writing by the Local Planning Authority pursuant to Condition O.4.

“Preparatory Works” means the following enabling works:

- a) Site clearance;
- b) Demolition of existing buildings/structures;
- c) The erection of hoardings or other means of enclosure;
- d) The erection of temporary buildings, structures and/or temporary facilities associated with the Development; and
- e) The creation of temporary access to the Site.

“Reserved Matters” has the same meaning as in the Town and Country Planning (Development Management Procedure) Order 2010.

“S106 Agreement” means the section 106 legal agreement entered into on the date of this permission in connection with the Development.

“Site” means the whole of the land to which planning permission relates as the same as that shown edged in red on plan ref: MP101-SW-02-01-XX-A-DPL-XXXX-0100-0001 Revision PL01.

“Works Packages” means the subset of the construction works associated with the construction programme of the Detailed Element and Outline Element.

SITE WIDE CONDITIONS

COMPLIANCE WITH APPROVED DETAILS

Development in accordance with Environmental Statement

- S.1 The Development (including the Detailed Element, Reserved Matters and other matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in the table contained within Annex 1.

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

Non-Road Mobile Machinery

- S.2 No non-mobile road machinery (NRMM) shall be used on Site unless it is compliant with the NRMM Low and Ultra Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air-quality is not adversely affected by the development in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Hours of Work

- S.3 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, in accordance with Policy 7.15 of the London Plan and Policy BN.1 of the Local Plan 2015.

Removal of Construction Buildings and Construction Equipment on Completion

- S.4 At the completion of the relevant phase of the Development hereby approved within the Site, all construction plant, temporary construction buildings, construction bridges, construction fencing and all other construction equipment shall be removed from the Site.

Reason: To avoid unnecessary visual or other environmental impacts in accordance with Policy 7.4 of the London Plan (2016) and Policy BN.1 of the Local Plan (2015).

Fencing

- S.5 No new boundary fencing/hoardings shall be erected on the Site, or any existing boundary fencing/hoardings altered unless full details of location, dimensions and finish materials have been submitted to and approved in writing by the Local Planning Authority; and the Development shall only be carried out in accordance with the approved details.

Reason: To ensure that the environmental or other impacts of the fencing are minimised in accordance with Policy 7.5 of the London Plan (2016) and Policy BN.1 of the Local Plan (2015).

Highway Temporary Access

- S.6 Before any temporary vehicular access to a highway is brought into use, details of that access shall be submitted to and approved by the Local Planning Authority in writing; and the Development shall only be carried out in accordance with the approved details.

Reason: To ensure highway safety and the amenity of local residents in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Noise from Construction

- S.7 Noise levels at any occupied residential or non-residential property due to construction and demolition activities pursuant to the Development shall not exceed 75dB LAeq (10 hour) measured at 1m from the façade of the nearest occupied property, during the hours from 08:00 to 18.00 Monday-Friday, 75dB LAeq (5 hour) during the hours from 08:00 to 13:00 on Saturday except with the prior approval of the Local Authority, under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction, in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Impact Piling

- S.8 No impact piling shall take place unless it has the prior written approval of the Local Planning Authority and takes place in accordance with the terms of any such approval, or in accordance with a consent issued under s61 of the Control of Pollution Act (1974).

Reason: To avoid, wherever possible, unnecessary noise from piling operations in accordance with Policy 7.16 of the London Plan and Policy BN.11 of the Local Plan 2015.

Cranes and Scaffolding (London City Airport Flight-Path) – Detailed Element

- S.9 (i) No cranes or scaffolding to be used in the construction of the Detailed Element of the Development shall be erected on the Site above 85.5m AOD unless and until construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes/scaffolding during the Development has been submitted to and approved in writing by the Local Planning Authority, in consultation with London City Airport.

Reason: To ensure that operations at London City Airport are safeguarded in accordance with London Plan Policies 6.2 and 6.6.

Cranes and Scaffolding (London City Airport Flight-Path) – Outline Element

- S.9 (ii) No cranes or scaffolding to be used in the construction of the Outline Element of the Development shall be erected on the Site above 100m AOD unless and until construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes/scaffolding during the Development has been submitted to and approved in writing by the Local Planning Authority, in consultation with London City Airport.

Reason: To ensure that operations at London City Airport are safeguarded in accordance with London Plan Policies 6.2 and 6.6.

SURFACE WATER

Borehole Management

- S.10 Prior to the sinking of any borehole within the Site for the investigation of soils, groundwater or geotechnical purposes, a scheme for the management of the borehole shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained, post-development, for monitoring purposes will be secured, protected and inspected. The scheme shall be implemented as approved and any redundant or retained boreholes shall be decommissioned or secured and protected (as applicable) prior to the occupation of any part of the Development that contains such a redundant or retained borehole.

Reason: To ensure that redundant and retained boreholes are safe and secure, and do not cause groundwater pollution or loss of water supplies in line with paragraph 109 of the National Planning Policy Framework and The Environment Agency's approach to groundwater protection March 2017 Version 1.0 <https://www.gov.uk/government/publications/groundwater-protection-position-statements> and in accordance with Policy 5.15 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

ARCHAEOLOGY

- S.11 An archaeological monitoring (watching brief) shall take place within areas of excavation works (excluding piling) not previously monitored as part of the Enabling works (LPA ref: 18/00215/FUL as varied by 18/00419/VAR) or where excavations go below the depths of what has been previously excavated as part of the enabling works or other historic Olympic permissions (refs: 07/90011/FUMODA & 07/90010/OUMODA). The works shall be detailed in a written scheme of investigation to be submitted to and approved by the Local Planning Authority in writing.

The Development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body approved in writing by the Local Planning Authority prior to the Commencement of Development.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development is in accordance with Policy 7.8 of the London Plan (2016) and Policy BN.12 of the Local Plan (2015).

Pre-commencement justification: The details may impact on the preservation of archaeological remains during construction works.

CONTAMINATED LAND AND REMEDIATION

Quality of Imported Fill

- S.12 No soils or infill materials (including silt dredged from watercourses and crushed concrete or other aggregates), shall be imported onto the Site until it has been satisfactorily demonstrated that they present no risk to human health, planting and the environment. Documentary evidence to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results, shall be submitted to and approved in writing by the Local Planning Authority prior to that

import. The import onto the Site of material classified as 'waste' is only acceptable with the prior written approval of the Local Planning Authority.

Reason: To ensure that no contaminated material is brought onto the Site to safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors, in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

Unexpected Contamination

- S.13 If any unexpected contamination is encountered during any works pursuant to the construction of the Development then no further works shall be carried out until an addendum to the remediation protection method statement, site specific remediation statement and remediation method statement has been submitted to and approved in writing by the Local Planning Authority. The works shall thereafter be carried out in accordance with the approved document.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development is carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

Infiltration Drainage

- S.14 No infiltration drainage into the ground within any part of the Site is permitted other than with the prior written consent of the Local Planning Authority. If infiltration drainage is proposed then a written plan to demonstrate that there is no unacceptable risk to controlled waters from contamination shall be submitted to and approved in writing by the Local Planning Authority.

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

Reason: To safeguard controlled waters in accordance with Policy 5.13 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

SUSTAINABILITY, ENERGY AND CLIMATE CHANGE

Sustainability/BREEAM

- S.15 Prior to occupation of any building (or part of building) to be provided as part of the Development for non-residential use, written evidence shall be submitted to the Local Planning Authority demonstrating that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been produced indicating that the building (or part of building) can achieve at least the final BREEAM ratings set out in the Energy Statement, 2018.

This shall also demonstrate that all core credits in the Water Use category have been achieved with a reduction in calculated internal water demand of at least 55% from the BREEAM baseline through the provision of water efficiency measures. Where this reduction cannot be achieved through efficiency measures alone, greywater and/or rainwater harvesting systems shall be used.

Reason: To ensure a high standard of sustainable design and construction, in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan (2016) and Policies S2 and S4 of the Local Plan (2015).

Sustainability/BREEAM

S.16 Within 6 months of occupation of any building (or part of building) to be provided as part of the Development for non-residential use, a BREEAM Certificate issued by the BRE shall be submitted to the Local Planning Authority demonstrating that the relevant building (or part of building) has achieved at least the final BREEAM ratings set out in the Energy Statement, 2018:

This shall also demonstrate that all core credits in the Water Use category have been achieved with a reduction in calculated internal water demand of at least 55% from the BREEAM baseline through the provision of water efficiency measures. Where this reduction cannot be achieved through efficiency measures alone, greywater and/or rainwater harvesting systems should be used.

Reason: To ensure a high standard of sustainable design and construction, in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan (2016) and Policies S.2 and S.4 of the Local Plan (2015).

Standard Assessment Procedure/National Calculation Method

S.17 In the event that the Part L 2013 calculation methods, Standard Assessment Procedure (SAP) or National Calculation Method (NCM) that underpin Part L are updated by Government, Conditions S.15 and S.16, will continue to apply unless the applicant is able to provide reasonable evidence (in the Local Planning Authority's reasonable opinion) that the updates to the calculation procedure make the required BREEAM rating unattainable for the proposed development.

Reason: To ensure a high standard of sustainable design and construction, in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan (2016) and Policies S.2 and S.4 of the Local Plan (2015).

Water Meters

S.18 All buildings within the Development shall be fitted with water meters at the time of construction and shall meet as a minimum BREEAM UK (2014) Credit Wat 2 requirements.

Reason: To ensure a high standard of sustainable design and construction in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan (2016) and Policy S.5 of the Local Plan (2015).

Smart metering and reduction of energy demand

S.19 No Building constructed as part of the Development shall be Occupied until smart meters have been installed in that Building (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas/heat and water consumption which shall as a minimum be designed to inform the occupants and owners of that Building of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

Reason: To optimise the standards of sustainable design and construction in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan (2016) and Policy S2 of the Local Plan (2015).

On-Site Carbon Emission Reduction

- S.20 The non-residential buildings shall together be designed to achieve a 35% reduction in regulated carbon emissions against the Part L of Building Regulations and associated calculation methodologies and fuel emission factors. This shall be achieved on site through efficiency improvements, connection to the Queen Elizabeth Olympic Park district heat network (if appropriate) and Photovoltaic (PV) panels.

Reason: To optimise the standards of sustainable design and construction in accordance with Policies 5.6 and 5.7 of the London Plan (2016) and Policies S.2 and S.4 of the Local Plan (2015).

Replacement of Trees

- S.21 Any tree or shrub planted as part of any landscaping provided within the Development that, within a period of five years from when it is first planted, is removed, dies or becomes seriously damaged or diseased, shall be replaced in the next planting season with a specimen of an appropriate size and the same species as originally present.

Reason: To ensure that trees and landscaping are properly maintained, in accordance with Policies 7.1, 7.4 and 7.5 of the London Plan (2016) and Policies SP.3, BN.1 and BN.3 of the Local Plan (2015).

Biodiversity Action Plan

- S.22 All BAP Habitat within the Site shall be implemented, monitored, managed and maintained in accordance with the approved Legacy Communities Scheme Biodiversity Action Plan (ref 13/00391/106) or any approved update to the Legacy Communities Scheme Biodiversity Action Plan where it is relevant to the Development.

Reason: To help achieve biodiversity objectives and protect habitats and species, in accordance with Policy 7.19 of the London Plan and Policy BN3 of the Local Plan 2015.

WIND

Wind Mitigation Details

- S.23 Prior to the installation of cladding on any building, details, including size, location, orientation, porosity and appearance of all on-site wind mitigation measures hereby approved, including screens, structures and sculptures, shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall thereafter be implemented on site prior to first occupation of any building within the Development and retained and maintained thereafter.

Reason: to ensure that safe and comfortable wind conditions for public access are achieved within and around the site in accordance with Policies SP.3 and BN.10 of the Local Plan (2015).

Additional Wind Mitigation Modelling and Mitigation

S.24 Prior to the installation of cladding on any building, details of additional wind mitigation measures required to ensure appropriate comfort levels within the areas of high wind speeds (as identified on Figure 15-33 in SW02-DOC-CON-CLA-001) at the International Quarter London (IQL) and Waterworks River Towpath, and which is not required by conditions D.26A, D.256C and D.26D shall be submitted to and approved in writing by the Local Planning Authority. The details shall include:

- Mitigation measures at the IQL site to be prepared in consultation with Stratford City Business District Limited (SCBD);
- Mitigation measures at the Waterworks River Towpath site to be prepared in consultation with the Canal and River Trust (CRT);
- Evidence that the mitigation measures proposed for the IQL development have been assessed using appropriate modelling of the IQL site only, to ensure consistency with the SCBD assessments (February 2019).
- Confirmation of a programme for installation of any mitigation measures identified in the points above if such mitigation measures are required to be implemented prior to first occupation.

The wind mitigation measures shall thereafter be installed prior to first occupation of any building in accordance with the approved details and maintained thereafter.

Reason: to ensure that safe and comfortable wind conditions for public access are achieved within and around the site in accordance with Policies SP.3 and BN.10 of the Local Plan (2015).

Wind Access Management Strategy and Details

S.25 Prior to the installation of cladding on any building, a wind access management strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include the following details:

- The requirements to trigger a temporary closure for public access immediately prior to or during high wind events and reopening thereafter;
- The locations where access will be prohibited and where any barriers or cordons will be installed;
- Further details of closure management, including but not limited to, signage to alternative pedestrian routes, responsible personnel and a strategy for continued review and improvement of the scheme; and
- Details of alternative pedestrian route(s) which will be put in place should wind conditions become unsafe for public access.

The strategy shall be implemented as approved, with alternative pedestrian routes in place should wind conditions prevent public access.

Reason: to ensure that appropriate procedures are in place to close public access routes should wind conditions become unsafe and uncomfortable. Policies SP.3 and BN.10 of the Local Plan (2015).

Monitoring Effectiveness of Wind Mitigation Strategy

- S.26 Following first Occupation, the developer shall monitor the effectiveness of the wind mitigation measures on an annual basis during phasing and for a minimum of ten years after the completion and occupancy of the Detailed Element of the Development, to include reporting of complaints received and the additional mitigation for the International Quarter London and Waterworks Towpath sites as required under Condition S.24.

To ensure the effectiveness of the wind access management strategies, where closures exceeding 6 hours are required more often than 12 times a year (in any 12-month period), then a review of the effectiveness of the mitigation scheme, as well as the current built development against the cumulative schemes shall be undertaken and alternative measures proposed if it is demonstrated the impacts are attributable to the Stratford Waterfront Scheme in order to minimise the number of closures.

Reason: to ensure that the wind mitigation strategy is effective and that safe and comfortable wind conditions are being achieved throughout the site. Policies SP.3 and BN.10 of the Local Plan (2015).

Photovoltaics

- S.27 Prior to the installation of cladding on the relevant building, full details of photovoltaic (PV) panels and a strategy for their installation shall have been 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: To ensure that the Development meets a high standard of sustainable design and construction and incorporates renewable technologies, in accordance with Policies S.2 and S.4 of the Local Plan (2015).

TRANSPORT

Access routes

- S.28 No building constructed as part of the Development shall be Occupied until vehicular, pedestrian and emergency vehicle route(s) needed to access that building have been completed and are open to the public.

Reason: To ensure the highway infrastructure is provided in a timely manner prior to the Occupation of the Development in accordance with Policies 6.7 and 7.13 of the London Plan (2016) and Policies T4 and T6 of the Local Plan (2015).

CPZs and Car Parking Management Strategy for Carpenters Road

- S.29 The Development shall not be Occupied until a parking scheme for the management and control of parking on any part of Carpenters Road between Waterden Road and Pool Street that are not to be dedicated as highway maintainable at the public expense has been submitted to and approved in writing by the Local Planning Authority. An updated version of the parking scheme shall be submitted to the Local Planning Authority for written approval prior to occupation of the Outline Element of the Development. The parking scheme shall be established and operated in accordance with the details approved pursuant to this condition or other scheme which may subsequently be approved by the Local Planning Authority.

Reason: In the interest of highway safety, to ensure on-street parking is only available to users, occupiers and visitors of the Development, and to limit on-street parking in order to encourage sustainable modes of transport in accordance with Policies 6.3 and 6.13 of the London Plan (2016) and Policy T.4 of the Local Plan (2018).

Carpenters Road Design

- S.30 Notwithstanding the details submitted for approval, prior to the construction of any part of Carpenters Road, revised details of the Carpenters Road highway design within the redline (as set out below) shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Highway Authority and TfL. The Carpenters Road highway shall only be implemented in accordance with the details so approved and not those which form part of the planning application submission.

The carriageway design details shall include 1:50 drawings of the following:

- Road markings;
- Kerb line alignment;
- Carriageway running lane widths including a CCTV survey of drainage infrastructure; and
- Cycle lane widths and configuration

Reason: In the interests of highway and pedestrian safety in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Carpenters Road – Safety Audit

- S.31 A safety audit of Carpenters Road, the scope of which shall be agreed in advance in writing with the Local Planning Authority shall be submitted to the Local Planning Authority for its written approval within twelve months of the works to the highway being completed. Thereafter, a safety audit of Carpenters Road shall be submitted to the Local Planning Authority for its written approval on an annual basis for a period of five years. The safety audit shall demonstrate how Carpenters Road is functioning in terms of safety for vehicular traffic, pedestrians and cyclists. In the event that the audit identifies the need for improvements to Carpenters Road to remedy an unsafe situation, those works shall be implemented in accordance with a timetable to be agreed in writing with the Local Planning Authority.

Reason: In the interests of highway and pedestrian safety, in accordance with Policy 6.3 of The London Plan (2016) and Policy T.4 of the Local Plan (2015).

RESIDENTIAL AMENITY

Operational Noise and Extract Systems

- S.32 Before any heating, air conditioning or other plant generating external noise is installed in any building, details of that plant, including any noise mitigation and predicted noise levels at any sensitive receptor, shall be submitted to and approved in writing by the Local Planning Authority. An assessment shall be submitted following the calculation methodology under BS4142. The plant/machinery shall thereafter be installed and used in accordance with the approved details. There shall be no Occupation of that building until the details are submitted and approved in writing by the Local Planning Authority.

Reason: To protect the amenities of local residents and users in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Plant Noise

- S.33 The rating level of the proposed plant shall not exceed a level over 10dB below the typical background sound level (LA90) (with reference to BS4142:2014) at any time when measured at the nearest noise sensitive façade.

Reason: To protect the amenities of local residents and users in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Flues – Odour and Noise Control

- S.34 Before any air conditioning, extraction system(s) and any other plant generating external noise is installed within those parts of the Development falling within Use Classes A3-A5, full details shall be submitted to and approved in writing by the Local Planning Authority. The details shall be in accordance with the Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (Department for Environment, Food and Rural Affairs, 2005) criteria, or equivalent. There shall be no Occupation of the relevant A3-A5 use until the details are submitted and approved in writing by the Local Planning Authority.

There shall be no Occupation of the relevant A3-A5 use, until the details are installed and implemented in accordance with the approved details. The air conditioning/extraction system shall be maintained to meet the manufacturer guidance for the lifetime of the Development.

Reason: To protect the amenities of local residents and users in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Grease Trap

- S.35 Prior to the installation of each commercial kitchen within the Development, full details of the grease trap or grease digester system to be installed shall be submitted to and approved in writing by the Local Planning Authority. Details shall include plan and sectional drawings with measured drain sizes and invert levels, full manufacturers specifications etc. The approved scheme is to be completed prior to Occupation of the relevant commercial kitchen within the Development, and shall be permanently maintained thereafter. There shall be no use of the commercial kitchen until the approved details are installed in accordance with the approved details. The grease trap or grease digester system shall be maintained to meet the manufacturer guidance for the lifetime of the Development.

Reasons: To protect the amenity of future occupants and/or neighbours in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

OTHER CONDITIONS

Electronic Communications

- S.36 None of the rights contained in Part 16 (Communications) of Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015, or any subsequent amendment thereof, shall be exercised.

Reason: To provide control over electronic communications development given the particular character and appearance of the area and to ensure the maintenance of design quality, in accordance with Policy IN.1 of the Local Plan 2015.

Permitted Development

- S.37 None of the rights contained in Part 2 (Minor Operations) Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015, or any subsequent amendment thereof, shall be exercised.

Reason: To provide control over minor operations given the particular character and appearance of the Queen Elizabeth Olympic Park area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality in accordance with Policies 7.4, 7.5 and 7.6 of the London Plan (2016) and Policy BN.1 and BN.2 of the Local Plan (2015).

Retail Units

- S.38 No individual retail unit shall exceed 350 sqm net sales area and there shall be no amalgamation of individual retail units, with the exception of one unit which may exceed 350sqm with a maximum net sales area of 1,000sqm.

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with Policy 4.7 of the London Plan (2016) and Policy B.2 of the Local Plan (2015).

Fire Strategy

- S.39 Prior to commencement of above ground works, a Fire Strategy prepared by a third party suitably qualified assessor shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall detail how the proposed development would function in terms of:
- the building's construction: methods, products and materials used
 - access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these
 - how provision will be made within the site to enable fire appliances to gain access to the building.

The strategy shall be implemented in accordance with the approved details and permanently retained thereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with London Plan Policy D11.

DETAILED ELEMENT CONDITIONS

Approved plans for Detailed Element

D.1. The Detailed Element of the Development shall be carried out and retained in accordance with the following details and plan numbers:

- Plan Numbers listed in Annex 2
- Development Specification and Framework (ref: SW02-DOC-APP-DES- 001_PL02) and
- Statement of Superseded Development (ref: SW02-DOC-APP-SUP-001_PL01)

and any other plans, drawings, documents, details, schemes or strategies which are approved by the Local Planning Authority after the date of this permission pursuant to these conditions.

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

Time Limit – Detailed Element

D.2 The Detailed Element of the Development to which this permission relates must be begun not later than 3 years from the date of this decision notice.

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

COMPLIANCE WITH APPROVED DETAILS

Development thresholds and delivery of floorspace types - Detailed Element

D.3 The total quantum of built floorspace for the Detailed Element of the Development shall not exceed the Gross External Area (GEA) for individual land uses comprising:

Sadler's Wells

- 10,348 sqm of performance venue (sui generis) including ancillary uses;

BBC

- 10,422 sqm of performance space with studios for rehearsal, recording, performances and broadcasting (sui generis) including ancillary uses;

University of the Arts London, London College of Fashion

- 41,965 sqm of educational development (Class D1) including ancillary uses;

V&A East

- 8,144 sqm of cultural development (Class D1);

Retail/ food & drink

- 1,934 sqm of retail/food & drink development (Classes A1-A5); and

Manco

- 86 sqm of office space (Class B1).

Reason: To ensure the Development is carried out in accordance with the approval plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the Development.

CONSTRUCTION

Environmental Manager - Detailed Element

- D.4 The Detailed Element shall not be Commenced until an Environmental Manager has been appointed or nominated in respect of the Detailed Element and evidence of the same provided to and approved by the Local Planning Authority in writing. An Environmental Manager shall be retained or nominated at all times throughout the construction of the Detailed Element.

Reason: To ensure environmental mitigation measures are appropriately implemented in accordance with Policy 5.14 of the London Plan (2016) and Policy BN11 of the Local Plan (2015).

Pre-commencement condition justification: The impacts from construction have the potential to affect the amenity of residents and the local area and a nominated Environmental Manager is required to manage the impacts from construction.

Code of Construction Practice and subsidiary documents – Detailed Element

- D.5 The Development shall not be carried out otherwise than in accordance with the approved Code of Construction Practice (Environmental Statement, Regulation 25 Further Information, February 2019, SW02-DOC-CON-CLA-001).

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with Policies 5.18, 6.11, 6.13, 7.13, 7.14, 7.15, of the London Plan (2016) and Policies T4, BN11 of the Local Plan (2015).

Construction Environmental Management Plan (CEMP) - Detailed Element

- D.6 No works pursuant to the Detailed Element shall commence until a Construction Environmental Management Plan (CEMP) for the Detailed Element has been submitted to and approved in writing by the Local Planning Authority. The Development shall thereafter be carried out in accordance with the approved CEMP.

The CEMP shall be submitted with a statement setting out how the management plan measures comply with the Code of Construction Practice (Environmental Statement, Regulation 25, Further Information, February 2019, SW02-DOC-CON-CLA-001).

The CEMP shall include details of:

The proposed surface water arrangements (either via drains or surface water run off) during the demolition/construction works, and during site occupation. Details shall confirm the following:

- 1) That no surface water (either via drains or surface water run-off) or extracted perched water or groundwater shall be discharged into the Waterworks River during the demolition/construction works, unless otherwise agreed by the Local Planning Authority;
- 2) That any surface water drains connecting the site with the waterway are capped off at both ends for the duration of the construction works – i.e. at the point of surface water ingress and at any outfall to the river, unless otherwise agreed by the Local Planning Authority; and

3) Alternative means of access to the waterfront, if required.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with Policies 5.18, 6.11, 6.13, 7.13, 7.14, 7.15, of the London Plan (2016) and Policies T4, BN11 of the Local Plan (2015). This condition seeks to prevent harm to the canal during the demolition and construction phases and is therefore required prior to commencement.

Pre-commencement condition justification: The impacts from construction have the potential to adversely affect the amenity of residents and the area and construction work should be carried out following measures to minimise the impacts.

Construction Transport Management Plan - Detailed Element

- D.7 No works pursuant to the Detailed Element of the Development shall commence, until a Construction Transport Management Plan (CTMP) for the Detailed Element has been prepared in consultation with the Local Planning Authority, local highway authorities, Transport for London and the emergency services. The CTMP shall be submitted and approved in writing by the Local Planning Authority prior to the commencement of works pursuant to the Detailed Element. Thereafter, an updated version of the CTMP for the Detailed Element shall be submitted to the Local Planning Authority for approval within two years of commencement, prior to the commencement of the Outline Element of the Development and no less frequently than once every four years throughout the construction of the Detailed Element. The Development shall thereafter be carried out in accordance with the approved updated CTMP.

The objectives of the CTMP shall be to:

- minimise the impact of road based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation;
- identify highway works required to accommodate construction traffic;
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking; and
- assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity.
- mitigate the impact on existing walking and cycling routes within QEOP.

The CTMP for the Detailed Element of the Development shall include as a minimum the following information:

- the arrangements for liaison with the relevant highway authorities and emergency services;
- the hours of deliveries to the Site and measures for managing deliveries to or removal of materials from the Site;
- the method for applying for approvals for Off Site highway works;
- road closures implementation and management;
- waterway closures implementation and management;
- measures to ensure access is maintained to the London Stadium, ArcelorMittal Orbit, Stratford Walk (Bridge F10) and London Aquatics Centre;
- measures to ensure disruption to the local permissive path network and the access routes are minimised;
- direction signing to worksites including deliveries;

- emergency access protocols and internal road naming conventions;
- workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce and to encourage sustainable modes of transport;
- designated routes for large goods vehicles and dealing with abnormal loads;
- highway enabling schemes for access to and from the construction sites;
- Off Site parking issues including restrictions on parking in the area;
- parking provision and control for no more than 15 parking spaces for construction workers' motor cars and vans, 5 of which shall be reserved for Blue Badge holders;
- provision for walking and cycling to and at the site;
- lorry holding areas;
- driver standards and enforcement within the construction sites and on the highway;
- monitoring;
- dealing with complaints and community liaison;
- requirements on membership of the Fleet Operator Recognition Scheme (FORS) and Construction Logistics and Community Safety Scheme (CLOCS) and implementation of vehicle safety measures and driver training including cycle awareness and an on- road cycle module; and
- Making good repairs to the public realm and streetscape.

Reason: To ensure that the construction of the Development minimises its environmental impacts in accordance with Policies 6.9, 6.11, 6.13 7.13 7.14 of the London Plan (2016) and Policies T.4 and BN.11 of the Local Plan (2015).

Pre-commencement condition justification: The impacts from construction have the potential to adversely affect the amenity of residents and the area and construction work should be carried out following measures to minimise the impacts.

Site Waste Management Plan - Detailed Element

- D.8 No works pursuant to the Detailed Element of the Development shall commence, until a Site Waste Management Plan (SWMP) for the Detailed Element has been submitted to and approved in writing by the Local Planning Authority. The objectives of the SWMP shall be to ensure that all waste arising from the construction works pursuant to the Detailed Element is managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The SWMP shall be in accordance with the Code of Construction Practice (Environmental Statement, Regulation 25, Further Information, February 2019, SW02-DOC-CON-CLA-001) and prepared in consultation with the Local Planning Authority in accordance with site waste management planning policies current at the date of its submission. The SWMP shall include a waste forecast for construction and excavation waste and shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of construction. The SWMP shall include as a minimum the following information for that of the Detailed Element:
- measures to minimise waste generation through appropriate design, procurement, logistics, construction, demolition and excavation activities
 - classification of all waste including hazardous waste according to current legislative provisions;
 - provision for the segregation and storage of waste streams on the Site, in containers that are appropriately sized, colour-coded and labelled;
 - opportunities for re-use or recycling on-site or within Queen Elizabeth Olympic Park in preference to outside Queen Elizabeth Olympic Park;

- performance measurement and target setting against estimated waste forecasts;
- reporting of project performance on quantities and options utilised;
- ensuring an appropriate audit trail encompassing waste disposal activities, non-hazardous waste transfer notes and hazardous waste consignment notes;
- ensuring compliance with the Duty of Care requirements of all waste holders handling and transferring waste to and from the site (e.g. ensuring that waste operation facilities receiving the waste have an appropriate permit or exemption to operate);
- measures to avoid fly tipping by others on lands being used for construction; and
- measures to provide adequate training and awareness through toolbox talks.

The SWMP shall:

- Achieve a minimum of 80% and target of 95% by weight landfill diversion of non-hazardous construction and excavation waste generated on site, by way of reduction, re-use, recycling and recovery;
- Not less than 20% of key building materials, by weight or volume in accordance with BREEAM requirements, used in the development will be certified as responsibly sourced; and
- Not less than 25% of the total high-grade aggregate, by weight, used in the substructure and superstructure for the Detailed Element will be from recycled or secondary aggregate sources.

The works pursuant to the Detailed Element shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development minimises its environmental impacts and ensures high standards of sustainability are achieved in accordance with Policy 5.18 of the London Plan (2016) and Policy S.6 the Local Plan (2015).

Pre-commencement justification: Construction works have the potential to generate waste and there should be measures in place from the commencement of development to handle all potential waste in a sustainable manner.

Construction Waste Monitoring - Detailed Element

- D.9 The site waste outputs from the Detailed Element of the Development shall be monitored against the minimum provision and targets set out in Condition D.8. These shall be reviewed within 6 months of the Commencement of the Detailed Element of the Development and thereafter every 6 months. The results of each review shall be reported to the Local Planning Authority in writing including a statement on progress against the targets set out in Condition D.8. If that review demonstrates that the targets set out in Condition D.8 have not been met, details of why the targets have not been met and, where relevant, details of any proposed changes to the SWMP to meet the targets shall be submitted to the Local Planning Authority for approval in writing and any changes to the revised SWMP shall be implemented thereafter.

Reason: To ensure that the construction of the Development minimises its environmental impacts and ensures high standards of sustainability are achieved in accordance with Policy 5.18 of the London Plan (2016) and Policy S.6 of the Local Plan (2015).

Construction Dust - Detailed Element

- D.10 No works pursuant to the Detailed Element of the Development shall Commence until a scheme for dust monitoring, assessment and mitigation for all construction and demolition activities pursuant to the Detailed Element has been submitted to and approved by the Local Planning Authority in writing. The scheme shall be substantially in accordance with the guidance contained within the Mayor's 'The Control of Dust and Emissions from Construction and Demolition' SPG published by the GLA in July 2014 (as may be updated from time to time) and shall include:
- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
 - A construction dust assessment as required by the aforementioned 'The Control of Dust and Emissions from Construction and Demolition' SPG;
 - The location, type, frequency, targets and other arrangements for dust monitoring; and
 - The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

The Detailed Element of the Development shall thereafter be carried out in accordance with the approved scheme.

Reason: To protect the amenities of local residents and occupiers of other buildings, in accordance with Policy 7.14 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Pre-commencement justification: Measures to minimise the impacts of dust from construction works need to be in place at the commencement of development to protect sensitive users.

Construction Noise and Vibration - Detailed Element

- D.11 The Detailed Element of the Development shall not be Commenced until a scheme for noise and vibration monitoring, assessment and mitigation for all construction plant and processes pursuant to the Detailed Element has been submitted to and approved by the Local Planning Authority in writing. The scheme shall include:
- The arrangements for managing complaints and community liaison;
 - The identification of noise sensitive premises to be used as the location for noise monitoring, including any arrangements proposed for amending the selected locations if new noise sensitive premises are introduced during the construction period;
 - A schedule of premises containing people or equipment potentially sensitive to disturbance from vibration or any buildings potentially at risk of damage from vibration (caused by construction operations on the Site)
 - The noise parameters to be measured and the circumstances when continuous monitoring will be undertaken;
 - The arrangements for reporting the results of noise monitoring to the Local Planning Authority;
 - The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and
 - The arrangements for implementing mitigation measures for sensitive premises during construction.

The Detailed Element of the Development shall thereafter be carried out in accordance with the approved scheme.

Reason: To protect the amenities of local residents and other sensitive receptors in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Pre-commencement justification: Measures to minimise the impacts of noise and vibration from construction works need to be in place at the commencement of development to protect sensitive users.

SURFACE WATER

Surface and Foul Water Drainage Details - Detailed Element

D.12 The Detailed Element of the Development shall not be Commenced until a surface water and foul drainage and sewer flooding scheme for the Detailed Element, based on sustainable drainage principles, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include as a minimum:

- Scheme of Surface Water Drainage, Foul Drainage and Sewer Flooding to be installed as per approved plan (ref: MP101-SW02—08-XX-L-DPL-0940-8200-0103 Revision PL01) and operational prior to occupation.
- A completed 'Newham Surface Water Drainage Pro-forma for new developments'; and
- Details of how the proposed surface water drainage scheme will be maintained; and Detail of ownership, management and maintenance arrangements for the Development.

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

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and to improve habitat and amenity in accordance with Policies 5.12 and 5.13 of the London Plan (2016) and Policy S.8 and BN.13 of the Local Plan (2015).

Pre-commencement justification: To ensure risk of flooding is mitigated and protect water quality across the site.

Surface and Foul Water Drainage Verification Report - Detailed Element

D.13 Prior to the first Occupation of the Detailed Element of the Development, a verification report stating what works were undertaken and demonstrating that the Detailed Element has been completed in accordance with the approved drainage scheme under Condition D.12, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and to improve habitat and amenity in accordance with Policies 5.12 and 5.13 of the London Plan (2016) and Policy S.8 and BN.13 of the Local Plan (2015).

CONTAMINATED LAND AND REMEDIATION

Remediation Statement - Detailed Element

- D.14 The Detailed Element of the Development shall not be Commenced until a Remediation Statement (as defined in the submitted Global Remediation Strategy Ref. SW02-DOC-CON-GLO-001_PL01) has been submitted to and approved in writing by the Local Planning Authority.

A framework for the Detailed Element remediation methodology and verification plan shall be presented within the Remediation Statement, which shall include:

- A review of the previous documentation prepared to discharge Condition 6 of the Enabling Works permission (18/00419/VAR) and identify elements that are applicable to the Development.
- Identify if additional ground investigation and ground gas and groundwater monitoring is required.
- Details of the proposed development and general work methodology and programme.
- Measures and controls to protect the integrity of the existing remediation work.
- General health and safety and environmental controls including details of any required authorisations, permits, licences and consents.
- Discovery strategy to deal with unexpected contamination.
- Verification of materials including site won and imported.
- Outline remediation strategy detailing the level of ground gas and ground gas protection.

Reason: To safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors, in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

Foundation Works Risk Assessment - Detailed Element

- D.15 No foundation works pursuant to the Detailed Element (including piling, deep investigation boreholes, tunnel shafts or other similar penetrative methods) shall commence until a foundation works risk assessment for the Detailed Element, including a piling method statement, has been submitted to and approved in writing by the Local Planning Authority. The Detailed Element of the Development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that the proposed activities safeguard human health and do not harm controlled waters and groundwater resources in line with paragraph 109 of the NPPF and the Environment Agency's approach to groundwater protection March 2017; and in accordance Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

Contamination Assessment, Remediation Strategy and Methodology - Detailed Element

D.16 The Detailed Element of the Development shall not be Commenced until details of remediation for the Detailed Element as defined in the submitted Remediation Statement has been submitted to and approved by the Local Planning Authority in writing. The contamination assessment, remediation strategy and methodology approach shall be detailed in either of the following documents:

- Remediation protection method statement; or
- Site specific remediation strategy and remediation method statement.

Each submission shall contain as a minimum:

- Confirmation that the framework for the development wide remediation methodology and verification plan as detailed in the Remediation Statement apply to the phase of Development.
- Provide details of any variations or additions to the remediation methodology and verification plan framework as presented in the Remediation Statement.
- Assessment of any additional ground investigation information, including ground gas or vapour monitoring, undertaken as part of the Development. Any assessment shall use appropriate assessment criteria.

The remediation method statement shall include details of design, installation and verification of gas and vapour protection measures in accordance with current guidance and British Standards if required by the Local Planning Authority.

The Detailed Element of the Development shall be carried out in accordance with the approved details.

Reason: To Safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN13 of the Local Plan (2015).

Remediation Validation and Protection - Detailed Element

D.17 The Detailed Element of the Development shall not be Occupied until a verification (or validation) report demonstrating completion of works set out in the approved remediation protection method statement, or site-specific remediation strategy, and remediation method statement has been submitted to and approved in writing by the Local Planning Authority.

The verification report shall assess and describe the requirements for long-term monitoring and maintenance (including contingency action) to ensure the effectiveness of the remediation measures implemented. The long-term monitoring and maintenance shall be implemented as approved.

Reason: To safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

SUSTAINABILITY, ENERGY AND CLIMATE CHANGE

Carbon Emission Reporting

- D.18 Prior to commencement of above ground works of any building a GLA Carbon Emission Reporting spreadsheet shall be submitted to and approved in writing by the Local Planning Authority using the Mayor's energy hierarchy and the SAP 2012 carbon emission factors.

Reason: To ensure a high standard of sustainable design and construction, in accordance with Policies 5.2, 5.3 and 5.6 of the London Plan (2016) and Policies S.2 and S.4 of the Local Plan (2015).

Monitoring Post Occupancy - Sadler's Wells Building

- D.19A Following the first Occupation of the Sadler's Wells Building, the monitoring information in relation to the Sadler's Wells Building as set out below, shall be provided to the Local Planning Authority on not less than an annual basis where such data has been made available by the users/electricity suppliers subject to the Developer using reasonable endeavours to obtain such data:

- Electricity, heat, gas and water consumption as a whole from the smart meters installed pursuant to Condition S.19;
- Percentage of energy requirements sourced from On-Site renewable energy generation sources; and
- Water use.

The first such monitoring information shall be submitted on the first anniversary of the first Occupation of the Sadler's Wells Building and on each anniversary thereafter until 5 years from the Completion of the Sadler's Wells Building. The information shall be set out in a report detailing the available data for the previous year.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

Monitoring Post Occupancy - BBC Building

- D.19B Following the first Occupation of the BBC Building, the monitoring information in relation to the BBC Building as set out below, shall be provided to the Local Planning Authority on not less than an annual basis where such data has been made available by the users/electricity suppliers subject to the Developer using reasonable endeavours to obtain such data:

- Electricity, heat, gas and water consumption as a whole from the smart meters installed pursuant to Condition S.19;
- Percentage of energy requirements sourced from On-Site renewable energy generation sources; and
- Water use.

The first such monitoring information shall be submitted on the first anniversary of the first Occupation of the BBC Building and on each anniversary thereafter until 5 years from the Completion of the BBC Building. The information shall be set out in a report detailing the available data for the previous year.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

Monitoring Post Occupancy - University of the Arts London, London College of Fashion Building

D.19C Following the first Occupation of the University of the Arts London, London College of Fashion Building, the monitoring information in relation to the University of the Arts London, London College of Fashion Building as set out below, shall be provided to the Local Planning Authority on not less than an annual basis where such data has been made available by the users/electricity suppliers subject to the Developer using reasonable endeavours to obtain such data:

- Electricity, heat, gas and water consumption as a whole from the smart meters installed pursuant to Condition S.19;
- Percentage of energy requirements sourced from On-Site renewable energy generation sources; and
- Water use.

The first such monitoring information shall be submitted on the first anniversary of the first Occupation of the University of the Arts London, London College of Fashion Building and on each anniversary thereafter until 5 years from the Completion of the University of the Arts London, London College of Fashion Building. The information shall be set out in a report detailing the available data for the previous year.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

Monitoring Post Occupancy - V&A Building

D.19D Following the first Occupation of the V&A Building, the monitoring information in relation to the V&A Building as set out below, shall be provided to the Local Planning Authority on not less than an annual basis where such data has been made available by the users/electricity suppliers subject to the Developer using reasonable endeavours to obtain such data:

- Electricity, heat, gas and water consumption as a whole from the smart meters installed pursuant to Condition S.19;
- Percentage of energy requirements sourced from On-Site renewable energy generation sources; and
- Water use.

The first such monitoring information shall be submitted on the first anniversary of the first Occupation of the V&A Building and on each anniversary thereafter until 5 years from the Completion of the V&A Building. The information shall be set out in a report detailing the available data for the previous year.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

Monitoring Post Occupancy – Retail Units

D.19E In the event that any individual retail unit within the Detailed Element exceeds 350 sqm net sales area (as permitted by Condition S.38), following the first Occupation of the relevant retail unit, the monitoring information as set out below in relation to the relevant retail unit, shall be provided to the Local Planning Authority on not less than an annual basis where such data has been made available by the users/electricity suppliers subject to the Developer using reasonable endeavours to obtain such data:

- Electricity, heat, gas and water consumption as a whole from the smart meters installed pursuant to Condition S.19;
- Percentage of energy requirements sourced from On-Site renewable energy generation sources; and
- Water use.

The first such monitoring information shall be submitted on the first anniversary of the first Occupation of the relevant retail unit and on each anniversary thereafter until 5 years from the Completion of the relevant retail unit. The information shall be set out in a report detailing the available data for the previous year.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

DRAFT

BIODIVERSITY, HABITAT, OPEN SPACE AND LANDSCAPING

Green Infrastructure - Detailed Element

D.20 There shall be no occupation of the Detailed Element of the Development until the following minimum areas and types of green infrastructure are provided within the Detailed Element of the Development:

- A total of 1.16 Ha Public Realm / Publicly Accessible Open Space; and
- 0.37 Ha BAP Habitat including 0.24 ha of Biodiverse Roof Space, and 0.09 ha open space amenity.

The green infrastructure within the Detailed Element shall be provided prior to first occupation of the Detailed Element of the Development and maintained thereafter.

Reason: To ensure that adequate provision is made for Publicly Available Open Space, Play Space and BAP Habitat, in accordance with Policies 7.17 7.18 7.19 of the London Plan (2016) and Policies SP.3, BN.3 and BN.7 of the Local Plan (2015).

Distribution of Green/Brown Roofs - Detailed Element

D.21 No building within the Detailed Element shall be occupied until the provision of green and brown roofs, as set out in the table below, are provided on that building. These shall be retained and maintained thereafter:

	Green Roof	Brown Roof	TOTAL (Brown + Green Roof) m ²
	TOTAL m ²	TOTAL m ²	
LCF	190.2	864	1054.2
V&A	125	113	238
BBC	456	140	596
Sadier's Wells	283	225	508
All buildings	1054.2	1342	2396.2

Reason: To ensure that adequate provision is made for urban greening in accordance with Policies 7.17 7.18 7.19 of the London Plan (2016) and Policies SP.3, BN.3 and BN.7 of the Local Plan (2015).

Soft Landscaping - Detailed Element

D.22 Prior to the commencement of above ground works, written soft landscape specifications, schedules of plants, plant sizes, proposed numbers and densities, height and maturity of any tree and shrubs, sections through tree containers and raised shrub beds on podium construction shall be submitted to and approved in writing by the Local Planning Authority. The landscape specification shall include:

- Details of biodiversity enhancements (bird and bat nesting boxes etc);
- Details including plans, elevations and specifications of any play equipment to be provided;
- Details of the programme for implementing and completing the planting. (not later than the end of the first planting season following completion of the development); and

The approved landscaping works shall be carried out by suitable trained or qualified personnel to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other recognised codes of good practice.

The typical tree planting plans and details, including typical dimension and depth of tree pit, proposed soil and irrigation method shall be implemented in accordance with drawing refs: MP101-SW02-08-XX-L-DPL-0940-8200-0200 Revision PL01, MP101-SW02-08-XX-L-DPL-0940-8200-0201 Revision PL01 and MP101-SW02-08-XX-L-DPL-0940-8200-0202 Revision PL01.

The soft landscaping for the Detailed Element shall be implemented prior to Occupation of the Detailed Element, in accordance with the approved details, and maintained thereafter.

Reason: To ensure adequate landscaping of the site, in accordance with Policies 7.1, 7.4 and 7.5 of the London Plan (2016) and Policies SP.3, BN.1 and BN.3 of the Local Plan (2015).

Hard Landscaping - Detailed Element

D.23 No building within the Detailed Element of the Development shall be Occupied until the hard landscaping works hereby approved and shown on drawing numbers refs: MP101-SW02-08-00-L-DPL-0940-8100-0100 Revision PL01, MP101-SW02-08-00-L-DPL-0940-8100-0102 Revision PL01, MP101-SW02-08-01-L-DPL-0940-8100-0101 Revision PL01, MP101-SW02-08-01-L-DPL-0940-8100-0103 Revision PL01 and MP101-SW02-08-XX-L-DPL-0940-8100-0300 Revision PL01) have been completed. The hard landscaping works shall be maintained thereafter.

Reason: To ensure adequate landscaping of the Site in accordance with Policies 7.1, 7.4 and 7.5 of the London Plan (2016) and Policies SP.3, BN.1 and BN.3 of the Local Plan (2015).

Biodiverse Roof Space - Detailed Element

D.24 Prior to the installation of cladding on any building within the Detailed Element, a minimum specification for Biodiverse Roof Space for that building shall be submitted to and approved in writing by the Local Planning Authority. The specification shall include as a minimum:

- How it contributes to the proposed distribution of at least 0.16ha Biodiverse Roof Space across the Development
- Planting specifications including species, minimum planting densities, growing medium, and drainage
- Details of measures to support wild-life

The Biodiverse Roof Space shall be provided and retained in accordance with the Site Wide minimum specification for Biodiverse Roof Space approved under this condition and as approved in writing by the Local Planning Authority as part of each Development Phase. No building supporting Biodiverse Roof Space shall be Occupied prior to provision of the Biodiverse Roof Space it is supporting.

Reason: To ensure appropriate provision of BAP Habitat within the Development, in accordance with Policy 7.19 of the London Plan (2016) and Policy BN.3 of the Local Plan (2015).

Lifts - Detailed Element

D.25 No part of the Detailed Element of the Development shall be Occupied until the public lifts hereby approved and shown on drawing ref: MP101-SW02-08-XX-A-DPL-XXXX-0100-0030 Revision PL01 are installed and operational. The lifts shall be permanently retained and maintained in working order thereafter.

Reason: To ensure appropriate step-free access around the site, in accordance with Policy BN.5 of the Local Plan (2015).

DESIGN

Material Samples (Sadler's Wells Building)

D.26A Prior to installation of the second-floor slab above Podium level on the Sadler's Wells Building, material samples and sample-panels of the below external materials to be used in the construction of the external surfaces of the building hereby approved, shall be submitted to and approved in writing by the Local Planning Authority. The Development shall be carried out in accordance with the approved details and maintained thereafter.

Sadler's Wells

- a) Brick with Mortar
- b) Precast Concrete Plinth
- c) Clay Tile (roofs to studios)
- d) Clay Louvre (solar shading to studios)
- e) Concrete Canopy
- f) Metal Curtain Walling profile (including sample of finish and glass)
- g) Windows/Doors profile (including sample of finish and glass)
- h) Perforated Metal Windscreen (frame and mesh)
- i) Terrace pavers
- j) Roof plant screening

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Material Samples (BBC Building)

D.26B Prior to the installation of the second-floor slab above Podium level on the BBC Building, material samples and sample-panels of the below external materials to be used in the construction of the external surfaces of the building hereby approved, shall be submitted to and approved in writing by the Local Planning Authority. The Development shall be carried out in accordance with the approved details and maintained thereafter.

- a) Pre-cast concrete
- b) Metal Rainscreen Cladding (to Studio 1 box)
- c) Metal Curtain Walling profile (including sample of finish and glass)
- d) Windows/Doors profile (including sample of finish and glass)
- e) Metal Solar Shading Fin

- f) Metal panel cladding to reception facades
- g) Pre-cast Concrete Brise-Soleil
- h) Metal Canopy (Carpenter's Road)
- i) Terrace pavers
- j) Architectural Metalwork finishes (external handrails and balustrades)
- k) Roof plant screening

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Material Samples (University of the Arts London, London College of Fashion Building)

D.26C Prior to the installation of the seventh-floor slab above Podium level on the University of the Arts London, London College of Fashion Building, material samples and sample-panels of the below external materials to be used in the construction of the external surfaces of the building hereby approved, shall be submitted to and approved in writing by the Local Planning Authority. The Development shall be carried out in accordance with the approved details and maintained thereafter.

- a) Fair-Faced Concrete Cladding
- b) Profiled Concrete Cladding
- c) Metal Curtain Walling profile (including sample of finish and glass)
- d) Windows/Doors profile (including sample of finish and glass)
- e) Perforated Wind Mitigation Screen in the Metal Curtain Walling
- f) Metal Spandrel panel
- g) Glass balustrade
- h) Terrace Pavers
- i) Roof plant screening

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Material Samples (V&A Building)

D.26D Prior to the installation of the second floor slab above Podium level on the V&A Building, material samples and sample-panels of the below external materials to be used in the construction of the external surfaces of the building hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The Development shall be carried out in accordance with the approved details and maintained thereafter.

V&A

- a) Precast concrete
- b) Metal Curtain Walling profile (including sample of finish and glass)
- c) Windows/Doors profile (including sample of finish and glass)
- d) Wind mitigation screen
- e) Metal louvres
- f) Terrace Pavers
- g) Roof plant screening

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Material Samples (Retail and Manco Units)

D.26E Prior to the installation of the seventh-floor slab above Podium level on the retail and Manco units, material samples and sample-panels of the below external materials (including any hard landscaping materials, mortar and bond, fenestration, plant screening materials and louvres) to be used in the construction of the external surfaces of the building hereby approved, shall be submitted to and approved in writing by the Local Planning Authority. The Development shall be carried out in accordance with the approved details and maintained thereafter.

Retail and Manco units

- a) Metal Curtain Walling profile (including sample of finish and glass)
- b) Bi-Folding Door profile (including sample of finish and glass)
- c) Precast Concrete (vertical finish)

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Material Samples (Public Realm)

D.26F Prior to the commencement of any public realm works, material samples and sample-panels of the below external materials to be used in the construction of the public realm hereby approved, shall be submitted to and approved in writing by the Local Planning Authority. The Development shall be carried out in accordance with the approved details and maintained thereafter.

Public realm

- a) Precast Concrete (Podium finish)
 - b) Exposed aggregate Concrete (landscape finish)
 - c) Balustrade Mesh
 - d) Resin Bound Gravel (landscape finish)
 - e) Architectural Metalwork finish (handrails)
 - f) Architectural Metalwork finish (lifts)
 - g) Architectural Metalwork finish (Estate Road gates)
 - h) Timber (for terrace seating)
 - i) Cast Iron (Contrast stair nosing)
 - j) Kerb stone, block paving and tactile blister/corduroy paving*
- *Product data sheet in lieu of physical sample

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Material Samples (Carpenters Land Bridge)

D.26G Prior to the commencement of any works for Carpenters Land Bridge, material samples and sample-panels of the below external materials to be used in the construction of the external surfaces of the bridge hereby approved, shall be submitted to and approved in writing by the Local Planning Authority. The Development shall be carried out in accordance with the approved details and maintained thereafter.

Carpenters Land Bridge

- a) Pigmented Exposed Aggregate Concrete
- b) Corten Steel
- c) Lighting Elements
- d) Balustrades (including balustrade transitions)

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Detailed Drawings – Sadler's Wells Building

D.27A Prior to the commencement of any above ground works on the Sadler's Wells Building, the following detailed drawings shall be submitted to and approved in writing by the Local Planning Authority. Detailed drawings including sections (at the scale listed below or to be agreed with the Local Planning Authority) to be submitted of the following:

- Principal features on the facades e.g. detailed bay studies (1:50 @A1);
- Ground floor frontages including entrances, glazing and signage, infill panels on plant rooms/bike stores etc (1:50 @A1);
- Details of panel typologies e.g. ventilation grilles, metal or concrete panelling (1:25 @A1);
- Details of glazing and curtain walling systems (1:25 @A1);
- Parapets, roof edges, rooftop plant screening etc (1:10 @A3);
- Terraces (scale as appropriate to convey key details);
- Heads, sills and jambs of all openings (1:10 @A3); and
- Typical junction details (1:10 @A3).

The development shall not be carried out otherwise than in accordance with the approved details and permanently retained thereafter.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Detailed Drawings – BBC Building

D.27B Prior to the commencement of any above ground works on the BBC Building, the following detailed drawings shall be submitted to and approved in writing by the Local Planning Authority. Detailed drawings including sections (at the scale listed below or to be agreed with the Local Planning Authority) to be submitted of the following:

- Principal features on the facades e.g. detailed bay studies (1:50 @A1);
- Ground floor frontages including entrances, glazing and signage, infill panels on plant rooms/bike stores etc (1:50 @A1);
- Details of panel typologies e.g. ventilation grilles, metal or concrete panelling (1:25 @A1);
- Details of glazing and curtain walling systems (1:25 @A1);
- Parapets, roof edges, rooftop plant screening etc (1:10 @A3);
- Terraces (scale as appropriate to convey key details);
- Heads, sills and jambs of all openings (1:10 @A3); and
- Typical junction details (1:10 @A3).

The development shall not be carried out otherwise than in accordance with the approved details and permanently retained thereafter.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Detailed Drawings – University of the Arts London, London College of Fashion Building

D.27C Prior to the commencement of any above ground works on the University of the Arts London, London College of Fashion Building, the following detailed drawings shall be submitted to and approved in writing by the Local Planning Authority. Detailed drawings including sections (at the scale listed below or to be agreed with the Local Planning Authority) to be submitted of the following:

- Principal features on the facades e.g. detailed bay studies (1:50 @A1);
- Ground floor frontages including entrances, glazing and signage, infill panels on plant rooms/bike stores etc (1:50 @A1);
- Details of panel typologies e.g. ventilation grilles, metal or concrete panelling (1:25 @A1);
- Details of glazing and curtain walling systems (1:25 @A1);
- Parapets, roof edges, rooftop plant screening etc (1:10 @A3);
- Terraces (scale as appropriate to convey key details);

- Heads, sills and jambs of all openings (1:10 @A3); and
- Typical junction details (1:10 @A3).

The development shall not be carried out otherwise than in accordance with the approved details and permanently retained thereafter.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Detailed Drawings – V&A Building

0.27D Prior to the commencement of any above ground works on the V&A Building, the following detailed drawings shall be submitted to and approved in writing by the Local Planning Authority. Detailed drawings including sections (at the scale listed below or to be agreed with the Local Planning Authority) to be submitted of the following:

- Principal features on the facades e.g. detailed bay studies (1:50 @A1);
- Ground floor frontages including entrances, glazing and signage, infill panels on plant rooms/bike stores etc (1:50 @A1);
- Details of panel typologies e.g. ventilation grilles, metal or concrete panelling (1:25 @A1);
- Details of glazing and curtain walling systems (1:25 @A1);
- Parapets, roof edges, rooftop plant screening etc (1:10 @A3);
- Terraces (scale as appropriate to convey key details);
- Heads, sills and jambs of all openings (1:10 @A3); and
- Typical junction details (1:10 @A3).

The development shall not be carried out otherwise than in accordance with the approved details and permanently retained thereafter.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Detailed Drawings – Retail and Manco units

3.27E Prior to commencement of public realm works within the Detailed Element, the following detailed drawings shall be submitted to and approved in writing by the Local Planning Authority. Detailed drawings including sections (at the scale listed below or to be agreed with the Local Planning Authority) to be submitted of the following:

- Principal features on the facades e.g. detailed bay studies (1:50 @A1);
- Ground floor frontages including entrances, glazing and signage, infill panels on plant rooms/bike stores etc (1:50 @A1);
- Details of panel typologies e.g. ventilation grilles, metal or concrete panelling (1:25 @A1);
- Details of glazing and curtain walling systems (1:25 @A1);
- Parapets, roof edges, rooftop plant screening etc (1:10 @A3);
- Terraces (scale as appropriate to convey key details);
- Heads, sills and jambs of all openings (1:10 @A3); and
- Typical junction details (1:10 @A3).

The development shall not be carried out otherwise than in accordance with the approved details and permanently retained thereafter.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015).

Wayfinding Strategy – Detailed Element

- 0.28 Prior to commencement of public realm works within the Detailed Element, a wayfinding strategy (consistent with Legible London standards or other such scheme approved by the Local Planning Authority, and) shall be submitted to and approved in writing by the Local Planning Authority. The Site Wide wayfinding strategy shall include the principles that are set out in pages 224-233 of the Design and Access Statement (ref: MP101-SW02-XX-XX-A-DAS-XXXX-0100-0001), for landscaping, highways, cycleways and footpaths in the public realm and shall also provide temporary wayfinding during the construction period and how the proposed Site Wide wayfinding strategy relates to the wayfinding provision within the Queen Elizabeth Olympic Park and surrounding areas.

Reason: To ensure a high level of legibility and access throughout the Site in accordance with Policy BN.1 of the Local Plan (2015).

Lighting Strategy – Detailed Element

- 0.29 Prior to the installation of cladding on the first building within the Detailed Element, a lighting strategy shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall be in accordance with the strategy set out in pages 214-217 of the Design and Access Statement (ref: MP101-SW02-XX-XX-A-DAS-XXXX-0100-0001), and shall demonstrate that the lighting scheme has been designed to ensure that it minimises impacts on bats and other species impacted by artificial lighting and minimises any impact upon residential amenity. Lighting design shall follow advice set out in DCLG and BCT guidance. The lighting shall be carried out in accordance with the approved strategy prior to first occupation of the Detailed Element and permanently retained and maintained thereafter

No architectural lighting, security lighting or other external means of illumination of the Site shall be provided, installed or operated in the Development, except in accordance with the approved Lighting Strategy.

Reason: In the interests of residential amenity and to ensure that habitat provisions achieve their stated aim of providing value for biodiversity by ensuring considerate lighting design, in accordance with Policy BN.3 of the Local Plan (2015).

Building Signage - Sadler's Wells Building

- 0.30A Prior to the display of any signage on the Sadler's Wells Building, detailed drawings (at scale 1:10) of the proposed signage shall be submitted to and approved in writing by the Local Planning Authority. These details shall include information on materials, fixings and levels of illuminance. Any digital signage shall be accompanied by a management strategy which shall include the following information:

- The creative strategy that content will be required to comply with;
- The type of image, movement and transition of displays; and
- How the strategy has been developed in accordance with relevant guidance produced by the Institute of Lighting Professionals.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to ensure appropriate content to digital signage. Policies BN.1 and BN.4 of the Local Plan (2015).

Building Signage – BBC Building

.30B Prior to the display of any signage on the BBC Building, detailed drawings (at scale 1:10) of the proposed signage shall be submitted to and approved in writing by the Local Planning Authority. These details shall include information on materials, fixings and levels of illuminance. Any digital signage shall be accompanied by a management strategy which shall include the following information:

- The creative strategy that content will be required to comply with;
- The type of image, movement and transition of displays; and
- How the strategy has been developed in accordance with relevant guidance produced by the Institute of Lighting Professionals.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to ensure appropriate content to digital signage, in accordance with Policies BN.1 and BN.4 of the Local Plan (2015).

Building Signage – University of the Arts London, London College of Fashion Building

.30C Prior to the display of any signage on the University of the Arts London, London College of Fashion Building, detailed drawings (at scale 1:10) of the proposed signage shall be submitted to and approved in writing by the Local Planning Authority. These details shall include information on materials, fixings and levels of illuminance. Any digital signage shall be accompanied by a management strategy which shall include the following information:

- The creative strategy that content will be required to comply with;
- The type of image, movement and transition of displays; and
- How the strategy has been developed in accordance with relevant guidance produced by the Institute of Lighting Professionals.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to ensure appropriate content to digital signage, in accordance with Policies BN.1 and BN.4 of the Local Plan (2015).

Building Signage – V&A Building

.30D Prior to the display of any signage on the V&A Building, detailed drawings (at scale 1:10) of the proposed signage shall be submitted to and approved in writing by the Local Planning Authority. These details shall include information on materials, fixings and levels of illuminance. Any digital signage shall be accompanied by a management strategy which shall include the following information:

- The creative strategy that content will be required to comply with;
- The type of image, movement and transition of displays; and
- How the strategy has been developed in accordance with relevant guidance produced by the Institute of Lighting Professionals.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to ensure appropriate content to digital signage, in accordance with Policies BN.1 and BN.4 of the Local Plan (2015).

Building Signage – Retail and Manco units

0.30E Prior to the display of any signage on the Retail and Manco units, detailed drawings (at scale 1:10) of the proposed signage shall be submitted to and approved in writing by the Local Planning Authority. These details shall include information on materials, fixings and levels of illuminance. Any digital signage shall be accompanied by a management strategy which shall include the following information:

- The creative strategy that content will be required to comply with;
- The type of image, movement and transition of displays; and
- How the strategy has been developed in accordance with relevant guidance produced by the Institute of Lighting Professionals.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to ensure appropriate content to digital signage, in accordance with Policies BN.1 and BN.4 of the Local Plan (2015).

Public Realm Signage

0.30F Other than wayfinding signs, and signs and advertisements for which deemed consent is granted under Schedule 3 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (or any subsequent amendment thereof), no signs or advertisements shall be erected in the public realm within the Site without prior written approval of the Local Planning Authority with respect to the details of size, finish, material and illumination. Such detail shall be submitted to the Local Planning Authority for advertisement consent in accordance with the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (as amended). Thereafter the signage or advertisements shall be implemented in full accordance with the approved details.

Reason: To ensure a high quality of design and detailing is achieved, in the interests of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan (2015)

Secured by Design

0.31 Prior to first occupation of any building within the Detailed Element of the Development, the Detailed Element shall achieve a Certificate of Compliance to the relevant Secured by Design Guide(s) or alternatively achieve Crime Prevention Standards submitted to and approved in writing by the Local Planning Authority in conjunction with the Metropolitan Police. The Detailed Element shall be carried out in accordance with the approved details and thereafter be fully retained and maintained as such for the lifetime of the Development.

Reason: In the interest of creating safer and sustainable communities in accordance with Policy 7.3 of the London Plan (2016).

Retail Strategy

0.32 No retail unit in the Detailed Element shall be occupied until a retail strategy has been submitted to and approved in writing by the Local Planning Authority. The retail strategy shall include details of how the retail units have been designed, marketed and managed, including the principles of lease terms which would support the objective of attracting a range of retail, including food and beverage tenants, which would complement and support the culture and education development in the Detailed Element.

Reason: To help secure a range of context supporting retail uses within the development, in accordance with Strategic Policy SP.1 and Policy BN.1 of the Local Plan (2015).

TRANSPORT

Carpenters Land Bridge

- 3.33 No part of the Detailed Element of the Development shall be Occupied until the Carpenters Land Bridge hereby approved and shown on drawing MP101-SW02-05-01-A-DPL-XXXX-0100-0101 Revision PL01 is installed and is available for public use. The Carpenters Land Bridge shall be permanently retained and maintained in accordance with the Carpenters Land Bridge Maintenance Plan (as defined in Schedule 4 of the S106 Agreement) as approved by the Local Planning Authority.

Reason: To ensure the provision of suitable access by walking and cycling modes to the development in accordance with Policy T4 and T6 in the Local Plan (2015)

Coach Parking and Coach Drop Off/Pick Up Bays

- 3.34 Prior to the Occupation of the Detailed Element, a coach parking framework for the Development shall be submitted to and approved in writing by the Local Planning Authority. The coach parking framework shall include details of the principles that are to be followed by each cultural / educational institution in respect of:

- LCS Coach Parking Framework; and
- Implementation, management and operation of such coach facilities across the Development.

The coach facilities shall be implemented in accordance with the approved coach parking framework and permanently retained thereafter.

Reason: To ensure early consideration of the location of coach parking and drop off/pick up to serve the Development in accordance with Policies 6.3 and 6.8 of the London Plan (2016) and Policy T.4 of the Local Plan (2018).

Electric Charging Point Provision for Delivery and Blue Badge Vehicles

- 3.35 The Detailed Element of the Development shall not be Occupied unless the details for provision of electric charging points for delivery vehicles or blue badge vehicles within the Detailed Element have been submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to first occupation of the Detailed Element and permanently retained thereafter.

Reason: To secure the provision of electronic vehicle charging points in accordance with Policy 6.13 of the London Plan (2016) and Policy T4 of the Local Plan (2015).

Travel Plan – Sadler’s Wells Building

- 3.36A The Sadler’s Wells Building shall not be Occupied unless and until a travel plan has been submitted to and approved in writing by the Local Planning Authority for that building.

Reason: To encourage residents, employees and users to adopt sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plan – BBC Building

- 3.36B The BBC Building shall not be Occupied unless and until a travel plan has been submitted to and approved in writing by the Local Planning Authority for that building.

Reason: To encourage residents, employees and users to adopt sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plan – University of the Arts London, London College of Fashion Building

- 0.36C The University of the Arts London, London College of Fashion Building shall not be Occupied unless and until a travel plan has been submitted to and approved in writing by the Local Planning Authority for that building.

Reason: To encourage residents, employees and users to adopt sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plans – V&A Building

- 0.36D The V&A Building shall not be Occupied unless and until a travel plan has been submitted to and approved in writing by the Local Planning Authority for that building.

Reason: To encourage residents, employees and users to adopt sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plan Co-ordinator - Sadler's Wells Building

- 0.37A The Sadler's Wells Building shall not be Occupied unless and until a travel plan coordinator for that building has been appointed and been in post for a minimum of three months. A travel plan coordinator shall remain appointed until the last travel plan review has taken place and has been approved in writing by the Local Planning Authority.

Reason: To ensure a travel plan Coordinator is appointed to oversee the travel plans on the Development in order to encourage the use of sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plan Co-ordinator - BBC Building

- 0.37B The BBC Building shall not be Occupied unless and until a travel plan coordinator for that building has been appointed and been in post for a minimum of three months. A travel plan coordinator shall remain appointed until the last travel plan review has taken place and has been approved in writing by the Local Planning Authority.

Reason: To ensure a travel plan Coordinator is appointed to oversee the travel plans on the Development in order to encourage the use of sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plan Co-ordinator – University of the Arts London, London College of Fashion Building

- 0.37C The University of the Arts London, London College of Fashion Building shall not be Occupied unless and until a travel plan coordinator for that building has been appointed and been in post for a minimum of three months. A travel plan coordinator shall remain appointed until the last travel plan review has taken place and has been approved in writing by the Local Planning Authority.

Reason: To ensure a travel plan Coordinator is appointed to oversee the travel plans on the Development in order to encourage the use of sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plan Co-ordinator – V&A Building

- 37D The V&A Building shall not be Occupied unless and until a travel plan coordinator for that building has been appointed and been in post for a minimum of three months. A travel plan coordinator shall remain appointed until the last travel plan review has taken place and has been approved in writing by the Local Planning Authority.

Reason: To ensure a travel plan Coordinator is appointed to oversee the travel plans on the Development in order to encourage the use of sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plan and Delivery and Servicing Strategy Monitoring – Sadler's Wells Building

- 38A The travel plan and Delivery and Servicing Strategy shall be monitored and reviewed within 1 year of first Occupation of the Sadler's Wells Building and thereafter at least every two years. Where targets have been achieved the last review required shall take place five years after Occupation of the relevant building. Where targets have not been achieved further two-yearly monitoring shall be undertaken and submitted to the Local Planning Authority for approval in writing until targets have been achieved. The monitoring and review shall include the following:

- 1) trip generation rates;
- 2) mode share and change in mode share over time;
- 3) use of Blue Badge parking;
- 4) the effectiveness of the Site Wide travel plan and, following the review of such effectiveness, the need for revised or enhanced measures to fulfil the aims of the Site Wide travel plan together with the timetable for implementing the revised or enhanced measures; and
- 5) the effectiveness of the Site Wide delivery and servicing strategy and, following the review of such effectiveness, the proposals for revised or enhanced measures to achieve the targets set in the travel plan and fulfil the aims of the Site Wide delivery and servicing strategy and the Development Plot delivery and servicing strategy together with the timetable for implementing the revised or enhanced measures.

The survey results shall be iTrace and TRAVL compliant or compliant with such other subsequent or replacement best practice guidance as shall apply at the date that the monitoring and review is carried out.

The results of each review carried out pursuant to this Condition shall be submitted to the Local Planning Authority and to the Legacy Transport Group.

Such submission shall propose any changes to the relevant travel plan and delivery and servicing strategy for approval by the Local Planning Authority (in consultation with the Legacy Transport Group). Any changes to the reviewed travel plan or delivery and servicing strategy approved pursuant to this Condition shall thereafter be implemented unless further changes to the relevant travel plan or delivery and servicing strategy are approved by the Local Planning Authority pursuant to this Condition.

Reason: To encourage adoption of sustainable travel modes, to ensure adequate monitoring of travel modes and to ensure the travel plans and the delivery and servicing strategies and identified measures are updated as necessary in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

Travel Plan and Delivery and Servicing Strategy Monitoring – BBC Building

38B The travel plan and Delivery and Servicing Strategy shall be monitored and reviewed within 1 year of first Occupation of the BBC Building and thereafter at least every two years. Where targets have been achieved the last review required shall take place five years after Occupation of the relevant building. Where targets have not been achieved further two-yearly monitoring shall be undertaken and submitted to the Local Planning Authority for approval in writing until targets have been achieved. The monitoring and review shall include the following:

- 1) trip generation rates;
- 2) mode share and change in mode share over time;
- 3) use of Blue Badge parking;
- 4) the effectiveness of the Site Wide travel plan and, following the review of such effectiveness, the need for revised or enhanced measures to fulfil the aims of the Site Wide travel plan together with the timetable for implementing the revised or enhanced measures; and
- 5) the effectiveness of the Site Wide delivery and servicing strategy and, following the review of such effectiveness, the proposals for revised or enhanced measures to achieve the targets set in the travel plan and fulfil the aims of the Site Wide delivery and servicing strategy and the Development Plot delivery and servicing strategy together with the timetable for implementing the revised or enhanced measures.

The survey results shall be Trace and TRAVL compliant or compliant with such other subsequent or replacement best practice guidance as shall apply at the date that the monitoring and review is carried out.

The results of each review carried out pursuant to this Condition shall be submitted to the Local Planning Authority and to the Legacy Transport Group.

Such submission shall propose any changes to the relevant travel plan and delivery and servicing strategy for approval by the Local Planning Authority (in consultation with the Legacy Transport Group). Any changes to the reviewed travel plan or delivery and servicing strategy approved pursuant to this Condition shall thereafter be implemented unless further changes to the relevant travel plan or delivery and servicing strategy are approved by the Local Planning Authority pursuant to this Condition.

Reason: To encourage adoption of sustainable travel modes, to ensure adequate monitoring of travel modes and to ensure the travel plans and the delivery and servicing strategies and identified measures are updated as necessary in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

Travel Plan and Delivery and Servicing Strategy Monitoring – University of the Arts London, London College of Fashion Building

38C The travel plan and Delivery and Servicing Strategy shall be monitored and reviewed within 1 year of first Occupation of the University of the Arts London, London College of Fashion Building and thereafter at least every two years. Where targets have been achieved the last review required shall take place five years after Occupation of the relevant building. Where targets have not been achieved further two-yearly monitoring shall be undertaken and submitted to the Local Planning Authority for approval in writing until targets have been achieved. The monitoring and review shall include the following:

- 1) trip generation rates;
- 2) mode share and change in mode share over time;
- 3) use of Blue Badge parking;

- 4) the effectiveness of the Site Wide travel plan and, following the review of such effectiveness, the need for revised or enhanced measures to fulfil the aims of the Site Wide travel plan together with the timetable for implementing the revised or enhanced measures; and
- 5) the effectiveness of the Site Wide delivery and servicing strategy and, following the review of such effectiveness, the proposals for revised or enhanced measures to achieve the targets set in the travel plan and fulfil the aims of the Site Wide delivery and servicing strategy and the Development Plot delivery and servicing strategy together with the timetable for implementing the revised or enhanced measures.

The survey results shall be iTrace and TRAVL compliant or compliant with such other subsequent or replacement best practice guidance as shall apply at the date that the monitoring and review is carried out.

The results of each review carried out pursuant to this Condition shall be submitted to the Local Planning Authority and to the Legacy Transport Group.

Such submission shall propose any changes to the relevant travel plan and delivery and servicing strategy for approval by the Local Planning Authority (in consultation with the Legacy Transport Group). Any changes to the reviewed travel plan or delivery and servicing strategy approved pursuant to this Condition shall thereafter be implemented unless further changes to the relevant travel plan or delivery and servicing strategy are approved by the Local Planning Authority pursuant to this Condition.

Reason: To encourage adoption of sustainable travel modes, to ensure adequate monitoring of travel modes and to ensure the travel plans and the delivery and servicing strategies and identified measures are updated as necessary in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

Travel Plan and Delivery and Servicing Strategy Monitoring – V&A Building

38D The travel plan and Delivery and Servicing Strategy shall be monitored and reviewed within 1 year of first Occupation of the V&A Building and thereafter at least every two years. Where targets have been achieved the last review required shall take place five years after Occupation of the relevant building. Where targets have not been achieved further two-yearly monitoring shall be undertaken and submitted to the Local Planning Authority for approval in writing until targets have been achieved. The monitoring and review shall include the following:

- 1) trip generation rates;
- 2) mode share and change in mode share over time;
- 3) use of Blue Badge parking;
- 4) the effectiveness of the Site Wide travel plan and, following the review of such effectiveness, the need for revised or enhanced measures to fulfil the aims of the Site Wide travel plan together with the timetable for implementing the revised or enhanced measures; and
- 5) the effectiveness of the Site Wide delivery and servicing strategy and, following the review of such effectiveness, the proposals for revised or enhanced measures to achieve the targets set in the travel plan and fulfil the aims of the Site Wide delivery and servicing strategy and the Development Plot delivery and servicing strategy together with the timetable for implementing the revised or enhanced measures.

The survey results shall be iTrace and TRAVL compliant or compliant with such other subsequent or replacement best practice guidance as shall apply at the date that the monitoring and review is carried out.

The results of each review carried out pursuant to this Condition shall be submitted to the Local Planning Authority and to the Legacy Transport Group.

Such submission shall propose any changes to the relevant travel plan and delivery and servicing strategy for approval by the Local Planning Authority (in consultation with the Legacy Transport Group). Any changes to the reviewed travel plan or delivery and servicing strategy approved pursuant to this Condition shall thereafter be implemented unless further changes to the relevant travel plan or delivery and servicing strategy are approved by the Local Planning Authority pursuant to this Condition.

Reason: To encourage adoption of sustainable travel modes, to ensure adequate monitoring of travel modes and to ensure the travel plans and the delivery and servicing strategies and identified measures are updated as necessary in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

Delivery and Servicing Strategy – Detailed Element

- 39 The Detailed Element of the Development shall not be Occupied unless and until a delivery and servicing strategy for the Detailed Element has been submitted to and approved in writing by the Local Planning Authority.

The Detailed Element shall be operated in accordance with the approved delivery and servicing strategy.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with Policy 6.11 of the London Plan (2016) and Policy T4 of the Local Plan (2015).

Long-Stay Cycle Parking Provision – Detailed Element

- 40 No building within the Detailed Element of the Development shall be Occupied unless and until the long stay cycle parking facilities, including showering facilities, for that building have been installed and made available for use in accordance with the details approved within drawing ref: MP101-SW02-08-XX-L-DPL-0940-8100-0156 Revision PL01. The cycle parking facilities shall be permanently retained thereafter.

Reason: To ensure the timely provision of cycle parking facilities in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

RESIDENTIAL AMENITY

Privacy – V&A Terrace

- 0.41 The V&A terrace as shown on drawing ref. MP101-SW02-07-04-A-DPL-XXXX-0100-0104 Revision PL02 shall only be used between 08:00 and 23:30 Monday to Saturday, and 09:00 and 22:00 on Sundays and Bank Holidays.

Reason: To protect neighbouring residential amenity, in accordance with Policy BN.1 of the Local Plan (2015).

Hours of Operation – Detailed Element

- 0.42 The commercial uses within the Detailed Element hereby permitted under Use Classes A3-A5, shall not be carried on outside the hours of 07:00 to 01:00 Monday to Sunday (including Bank Holidays).

Reason: To prevent noise and disturbance in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

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OUTLINE ELEMENT CONDITIONS

Approved plans for Outline Element

O.1 The Outline Element of the Development shall be carried out in accordance with the following details and plan numbers:

- Parameter Plan Numbers listed in Annex 3
- Development Specification and Framework (ref: SW02-DOC-CON-DSF-001_PL02)
- Design Codes Document (ref: SW02-DOC-APP-DES- 001_PL01) and
- Statement of Superseded Development (ref: SW02-DOC-APP-SUP-001_PL01).

and any other plans, drawings, documents, details, schemes or strategies which are approved by the Local Planning Authority after the date of this permission pursuant to these conditions.

Reason: To ensure that all works are properly implemented.

Time Limit – Outline Element

O.2 Applications for the approval of Reserved Matters relating to the Outline Element of the Development shall be made not later than the expiration of 5 years from the date of this permission.

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

Commencement Limit – Outline Element

O.3 The Outline Element of the Development shall be Commenced either before the expiration of 5 years from the date of this permission, or before the expiration of 2 years from the date of the approval of the Reserved Matters to be approved, whichever is the later.

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

Phasing – Outline Element

O.4 No applications for Reserved Matters approval shall be submitted pursuant to the Outline Element of the Development until details, of any phasing within the Outline Element and the number of Reserved Matters applications, have been submitted to and approved in writing by the Local Planning Authority. The Outline Element of the Development shall thereafter be constructed in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To avoid piecemeal development and to facilitate the orderly approach to the construction of the Development in accordance with Chapter 11 of the National Planning Policy Framework (2019).

Reserved Matters Specification – Outline Element

- O.5 Approval of the details of the access, appearance, landscaping, layout and scale of the Outline Element, shall be obtained from the Local Planning Authority in writing prior to the Commencement of any Development in respect of the Outline Element. Each application for the approval of Reserved Matters shall contain the information and other details as specified in the Reserved Matters Specification at Annex 4 of this planning permission unless otherwise agreed in writing with the Local Planning Authority.

The Development shall be carried out and retained thereafter in accordance with the Reserved Matters approvals

Reason and justification for the condition being a pre-commencement condition: As required by Section 92 of the Town and Country Planning Act as amended.

COMPLIANCE WITH APPROVED DETAILS

Development thresholds and delivery of floorspace types – Outline Element

- O.6 The total quantum of built floorspace for the Outline Element of the Development shall not exceed the Gross External Area (GEA) for individual land uses comprising:
- Use Class C3 shall not exceed 62,800 sqm; and
 - Use Class A1-A5 shall not exceed 2,200 sqm.

Reason: To ensure the Development is carried out in accordance with the approval plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the Development.

CONSTRUCTION

Environmental Manager - Outline Element

- O.7 The Outline Element shall not be Commenced until an Environmental Manager has been appointed or nominated in respect of the Outline Element and evidence of the same provided to and approved by the Local Planning Authority in writing. An Environmental Manager shall be retained or nominated at all times throughout the construction of the Outline Element.

Reason: To ensure environmental mitigation measures are appropriately implemented in accordance with Policy 5.14 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Pre-commencement condition justification: The impacts from construction have the potential to affect the amenity of residents and the local area and a nominated Environmental Manager is required to manage the impacts from construction.

Code of Construction Practice and subsidiary documents – Outline Element

- O.8 The Development shall not be carried out otherwise than in accordance with the approved Code of Construction Practice (Environmental Statement, Regulation 25 Further Information, February 2019, SW02-DOC-CON-CLA-001).

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with Policies 5.18, 6.11, 6.13, 7.13, 7.14, 7.15, of the London Plan (2016) and Policies T4, BN11 of the Local Plan (2015).

Construction Environmental Management Plan (CEMP) – Outline Element

- O.9 No works pursuant to the Outline Element of the Development shall commence until a Construction Environmental Management Plan (CEMP) for that package of construction works for the Outline Element has been submitted to and approved in writing by the Local Planning Authority. The Outline Element shall thereafter be carried out in accordance with the approved details.

The CEMP shall be submitted with a statement setting out how the management plan measures comply with the Code of Construction Practice (Environmental Statement, Regulation 25, Further Information, February 2019, SW02-DOC-CON-CLA-001).

The CEMP shall include details of the proposed surface water arrangements (either via drains or surface water run off) during the demolition/construction works, and during site occupation. Details shall confirm the following:

- 1) That no surface water (either via drains or surface water run-off) or extracted perched water or groundwater shall be discharged into the Waterworks River during the demolition/construction works, unless otherwise agreed by the Local Planning Authority;
- 2) That any surface water drains connecting the site with the waterway are capped off at both ends for the duration of the construction works – i.e. at the point of surface water ingress and at any outfall to the river, unless otherwise agreed by the Local Planning Authority; and
- 3) Alternative means of access to the waterfront, if required.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with Policies 5.18, 6.11, 6.13, 7.13, 7.14, 7.15, of the London Plan (2016) and Policies T4, BN11 of the Local Plan (2015).

Pre-commencement condition justification: The impacts from construction have the potential to adversely affect the amenity of residents and the area and construction work should be carried out following measures to minimise the impacts.

Construction Transport Management Plan – Outline Element

- O.10 No works pursuant to the Outline Element of the Development shall commence, until a Construction Transport Management Plan (CTMP) for the Outline Element has been prepared in consultation with the Local Planning Authority, local highway authorities, Transport for London and the emergency services. The CTMP shall be submitted and approved in writing by the Local Planning Authority prior to the commencement of works pursuant to the Outline Element. Thereafter, an updated version of the CTMP for the Outline Element shall be submitted to the Local Planning Authority for approval within two years of commencement, and no less frequently than once every three years throughout the construction of the Outline Element. The Development shall thereafter be carried out in accordance with the approved updated CTMP. The objectives of the CTMP shall be to:

- minimise the impact of road based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation;
- identify highway works required to accommodate construction traffic;

- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking;
- assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity; and
- mitigate the impact on existing walking and cycling routes within QEOP.

The CTMP for the Outline Element of the Development shall include as a minimum the following information:

- the arrangements for liaison with the relevant highway authorities and emergency services;
- the hours of deliveries to the Site and measures for managing deliveries to or removal of materials from the Site;
- the method for applying for approvals for Off Site highway works;
- road closures implementation and management;
- waterway closures implementation and management;
- measures to ensure access is maintained to the London Stadium, ArcelorMittal Orbit, Stratford Walk (Bridge F10) and London Aquatics Centre;
- measures to ensure disruption to the local permissive path network and the access routes are minimised;
- direction signing to worksites including deliveries;
- emergency access protocols and internal road naming conventions;
- workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce and to encourage sustainable modes of transport;
- designated routes for large goods vehicles and dealing with abnormal loads;
- highway enabling schemes for access to and from the construction sites;
- Off Site parking issues including restrictions on parking in the area;
- parking provision and control for no more than 15 parking spaces for construction workers' motor cars and vans, 5 of which shall be reserved for Blue Badge holders;
- provision for walking and cycling to and at the site;
- lorry holding areas;
- driver standards and enforcement within the construction sites and on the highway;
- monitoring;
- dealing with complaints and community liaison;
- requirements on membership of the Fleet Operator Recognition Scheme (FORS) and Construction Logistics and Community Safety Scheme (CLOCS) and implementation of vehicle safety measures and driver training including cycle awareness and an on- road cycle module; and
- Making good repairs to the public realm and streetscape.

Reason: To ensure that the construction of the Development minimises its environmental impacts in accordance with Policies 6.9, 6.11, 6.13 7.13 7.14 of the London Plan (2016) and Policies T.4 and BN.11 of the Local Plan (2015).

Pre-commencement condition justification: The impacts from construction have the potential to adversely affect the amenity of residents and the area and construction work should be carried out following measures to minimise the impacts.

Site Waste Management Plan – Outline Element

O.11 No works pursuant to the Outline Element of the Development shall commence, until a Site Waste Management Plan (SWMP) for the Outline Element has been submitted to and approved in writing by the Local Planning Authority. The objectives of the SWMP shall be to ensure that all waste arising from the construction works pursuant to the Outline Element is managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The SWMP shall be in accordance with the Code of Construction Practice (Environmental Statement, Regulation 25, Further Information, February 2019, SW02–DOC–CON–CLA–001) and prepared in consultation with the Local Planning Authority in accordance with site waste management planning policies current at the date of its submission. The SWMP shall include a waste forecast for construction and excavation waste and shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of construction. The SWMP shall include as a minimum the following information for that Outline Element:

- measures to minimise waste generation through appropriate design, procurement, logistics, construction, demolition and excavation activities
- classification of all waste including hazardous waste according to current legislative provisions;
- provision for the segregation and storage of waste streams on the Site, in containers that are appropriately sized, colour-coded and labelled;
- opportunities for re-use or recycling on-site or within Queen Elizabeth Olympic Park in preference to outside Queen Elizabeth Olympic Park;
- performance measurement and target setting against estimated waste forecasts;
- reporting of project performance on quantities and options utilised;
- ensuring an appropriate audit trail encompassing waste disposal activities, non-hazardous waste transfer notes and hazardous waste consignment notes;
- ensuring compliance with the Duty of Care requirements of all waste holders handling and transferring waste to and from the site (e.g. ensuring that waste operation facilities receiving the waste have an appropriate permit or exemption to operate);
- measures to avoid fly tipping by others on lands being used for construction; and
- measures to provide adequate training and awareness through toolbox talks.

The SWMP shall:

- Achieve a minimum of 80% and target of 95% by weight landfill diversion of non-hazardous construction and excavation waste generated on site, by way of reduction, re-use, recycling and recovery;
- Not less than 20% of key building materials, by weight or volume in accordance with BREEAM requirements, used in the development will be certified as responsibly sourced; and
- Not less than 25% of the total high-grade aggregate, by weight, used in the substructure and superstructure for the Detailed Element will be from recycled or secondary aggregate sources.

The works pursuant to the Outline Element shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development minimises its environmental impacts and ensures high standards of sustainability are achieved in accordance with Policy 5.18 of the London Plan (2016) and Policy S.6 the Local Plan (2015).

Pre-commencement justification: Construction works have the potential to generate waste and there should be measures in place from the commencement of development to handle all potential waste in a sustainable manner.

Construction Waste Monitoring – Outline Element

- O.12 The site waste outputs from the Outline Element of the Development shall be monitored against the minimum provision and targets set out in Condition O.11. These shall be reviewed within 6 months of the commencement of the Outline Element of the Development and thereafter every 6 months. The results of each review shall be reported to the Local Planning Authority in writing including a statement on progress against the targets set out in Condition O.11. If that review demonstrates that the targets set out in Condition O.11 have not been met, then details of why the targets have not been met and, where relevant, details of any proposed changes to the SWMP to meet the targets shall be submitted to the Local Planning Authority for approval in writing and any changes to the revised SWMP shall be implemented thereafter.

Reason: To ensure that the construction of the Development minimises its environmental impacts and ensures high standards of sustainability are achieved in accordance with Policy 5.18 of the London Plan (2016) and Policy S.6 of the Local Plan (2015).

Construction Dust – Outline Element

- O.13 No works pursuant to the Outline Element of the Development shall Commence until a scheme for dust monitoring; assessment and mitigation for all construction and demolition activities pursuant to the Outline Element has been submitted to and approved by the Local Planning Authority in writing. The scheme shall be substantially in accordance with the guidance contained within the Mayor's 'The Control of Dust and Emissions from Construction and Demolition' SPG published by the GLA in July 2014 (as may be updated from time to time) and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- A construction dust assessment as required by the aforementioned 'The Control of Dust and Emissions from Construction and Demolition' SPG;
- The location, type, frequency, targets and other arrangements for dust monitoring; and
- The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

The Outline Element of the Development shall thereafter be carried out in accordance with the approved scheme.

Reason: To protect the amenities of local residents and occupiers of other buildings, in accordance with Policy 7.14 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Pre-commencement justification: Measures to minimise the impacts of dust from construction works need to be in place at the commencement of development to protect sensitive users.

Construction Noise and Vibration – Outline Element

O.14 The Outline Element of the Development shall not be commenced until a scheme for noise and vibration monitoring, assessment and mitigation for all construction plant and processes pursuant to the Outline Element has been submitted to and approved by the Local Planning Authority in writing. The scheme shall include:

- The arrangements for managing complaints and community liaison;
- the identification of noise sensitive premises to be used as the location for noise monitoring, including any arrangements proposed for amending the selected locations if new noise sensitive premises are introduced during the construction period;
- a schedule of premises containing people or equipment potentially sensitive to disturbance from vibration or any buildings potentially at risk of damage from vibration (caused by construction operations on the Site)
- The noise parameters to be measured and the circumstances when continuous monitoring will be undertaken;
- The arrangements for reporting the results of noise monitoring to the Local Planning Authority;
- The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and
- The arrangements for implementing mitigation measures for sensitive premises during construction.

The Outline Element of the Development shall thereafter be carried out in accordance with the approved scheme.

Reason: To protect the amenities of local residents and other sensitive receptors in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Pre-commencement justification: Measures to minimise the impacts of noise and vibration from construction works need to be in place at the commencement of development to protect sensitive users.

SURFACE WATER

Surface and Foul Water Drainage Details – Outline Element

O.15 The Outline Element of the Development shall not be Commenced until a surface water and foul drainage and sewer flooding scheme for the Outline Element, based on sustainable drainage principles, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include as a minimum:

- details of critical storm events up to and including the 1 in 100-year return period event (1% AEP) plus an allowance for climate change at a 40% sensitivity test level or current level as identified in national planning guidance at the time in line of submission;
- measures to ensure that no untreated foul water discharges into watercourses;
- A completed 'Newham Surface Water Drainage Pro-forma for new developments'; and
- Details of how the proposed surface water drainage scheme will be maintained; and Detail of ownership, management and maintenance arrangements for the Development.

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

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and to improve habitat and amenity in accordance with Policies 5.12 and 5.13 of the London Plan (2016) and Policy S.8 and BN.13 of the Local Plan (2015).

Pre-commencement justification: To ensure risk of flooding is mitigated and protect water quality across the site.

Surface and Foul Water Drainage Verification Report – Outline Element

O.16 Prior to the first Occupation of the Outline Element of the Development, a verification report stating what works were undertaken and demonstrating that the Outline Element has been completed in accordance with the approved drainage scheme under Condition O.15, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and to improve habitat and amenity in accordance with Policies 5.12 and 5.13 of the London Plan (2016) and Policy S.8 and BN.13 of the Local Plan (2015).

CONTAMINATED LAND AND REMEDIATION

Remediation Statement - Outline Element

- O.17 The Outline Element of the Development shall not be Commenced until a Remediation Statement (as defined in the submitted Global Remediation Strategy Ref. SW02-DOC-CON-GLO-001_PL01) has been submitted to and approved in writing by the Local Planning Authority.

A framework for the Outline Element remediation methodology and verification plan shall be presented within the Remediation Statement, which shall include:

- A review of the previous documentation prepared to discharge Condition 6 of the Enabling Works permission (18/00419/VAR) and identify elements that are applicable to the Development.
- Identify if additional ground investigation and ground gas and groundwater monitoring is required.
- Details of the proposed development and general work methodology and programme,
- Measures and controls to protect the integrity of the existing remediation work.
- General health and safety and environmental controls including details of any required authorisations, permits, licences and consents.
- Discovery strategy to deal with unexpected contamination.
- Verification of materials including site won and imported.
- Outline remediation strategy detailing the level of ground gas and ground gas protection.

Reason: To safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors, in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

Foundation Works Risk Assessment – Outline Element

- O.18 No foundation works pursuant to the Outline Element (including piling, deep investigation boreholes, tunnel shafts or other similar penetrative methods) shall commence until a foundation works risk assessment for the Outline Element, including a piling method statement, has been submitted to and approved in writing by the Local Planning Authority. The Outline Element of the Development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that the proposed activities safeguard human health and do not harm controlled waters and groundwater resources in line with paragraph 109 of the NPPF and the Environment Agency's approach to groundwater protection March 2017; and in accordance Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

Contamination Assessment, Remediation Strategy and Methodology – Outline Element

O.19 The Outline Element of the Development shall not be Commenced until details of remediation for the Outline Element as defined in the submitted Remediation Statement has been submitted to and approved by the Local Planning Authority in writing. The contamination assessment, remediation strategy and methodology approach shall be detailed in either of the following documents:

- Remediation protection method statement; or
- Site specific remediation strategy and remediation method statement.

Each submission shall contain as a minimum:

- Confirmation that the framework for the development wide remediation methodology and verification plan as detailed in the Remediation Statement apply to the phase of development.
- Details of any variations or additions to the remediation methodology and verification plan framework as presented in the Remediation Statement.
- An assessment of any additional ground investigation information, including ground gas or vapour monitoring, undertaken as part of the Development. Any assessment shall use appropriate assessment criteria.

The remediation method statement shall include details of design, installation and verification of gas and vapour protection measures in accordance with current guidance and British Standards if required by the Local Planning Authority.

The Outline Element of the Development shall be carried out in accordance with the approved details.

Reason: To Safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN13 of the Local Plan (2015).

Remediation Validation and Protection – Outline Element

O.20 The Outline Element of the Development shall not be Occupied until a verification (or validation) report demonstrating completion of works set out in the approved remediation protection method statement, or site-specific remediation strategy, and remediation method statement has been submitted to and approved in writing by the Local Planning Authority.

The verification report shall assess and describe the requirements for long-term monitoring and maintenance (including contingency action) to ensure the effectiveness of the remediation measures implemented. The long-term monitoring and maintenance shall be implemented as approved.

Reason: To safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan (2016) and Policy BN.13 of the Local Plan (2015).

SUSTAINABILITY, ENERGY AND CLIMATE CHANGE

Zero Carbon Homes – Outline Element

- O.21 All residential units within the Outline Element of the Development shall be designed to have zero net regulated carbon emissions and achieve at least a 35% on site reduction in regulated CO₂ emissions against the Part L of Building Regulations 2013 Target Emission Rate and using SAP 2012 calculation methodology and association fuel emission factors. This shall be achieved through efficiency improvements, connection to the Queen Elizabeth Olympic Park district heat network and Photovoltaic (PV) panels.

Any residual on-site regulated carbon emissions from residential buildings shall be offset by contribution to the Local Planning Authority's carbon offset fund, whichever is the higher in the (i) Carbon Offset SPD (August 2016) or other relevant local policy requirement or (ii) the amount as may be specified in London Plan relating to carbon offsets).

Reason: To optimise the standards of sustainable design and construction in accordance with Policies 5.6 and 5.7 of the London Plan (2016) and Policies S.2 and S.4 of the Local Plan (2015).

Monitoring Post Occupancy – Outline Element

- O.22 Following the first Occupation of the Outline Element of the Development, the monitoring information in relation to the Outline Element (as a whole) as set out below, shall be provided to the Local Planning Authority on not less than an annual basis where such data has been made available by the users/electricity suppliers subject to the Developer using reasonable endeavours to obtain such data:
- Electricity, heat and water consumption as a whole from the smart meters installed pursuant to Condition S.19;
 - Percentage of energy requirements sourced from On-Site renewable energy generation sources, and
 - Water use.

The first such monitoring information shall be submitted on the first anniversary of first Occupation of the Outline Element of the Development and on each anniversary thereafter until 5 years from the Completion of the Outline Element of the Development. The information shall be set out in a report detailing the available data for the previous year.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

Fabric Energy Efficiency Standards (FEES) – Outline Element

O.23 Subject to the circumstances outlined below, the Developer shall ensure that all residential units within the Outline Element of the Development shall meet, through onsite measures, the following Fabric Energy Efficiency Standards (FEES) for domestic dwellings calculated using the SAP 2012 methodology and referred to as “Full FEES”.

- Apartment block: 39kWh/m²/yr

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

- Apartment block: 43kWh/m²/yr

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

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

Reason: To ensure a high standard of sustainable design and construction, in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

Code for Sustainable Homes – Equivalent – Outline Element

- O.24 All residential units within the Outline Element of the Development shall be designed and constructed in accordance with the Code for Sustainable Homes Technical Guidance (2010), meeting all of the mandatory requirements for Level 4 and with a minimum overall credit level score of 75 for each dwelling.

Reason: To ensure a high standard of sustainable design and construction, in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

Water Usage – Outline Element

- O.25 Prior to occupation of any residential unit within the Outline Element of the Development, details shall be provided to the Local Planning Authority demonstrating that the dwelling shall achieve the optional requirement set out in Regulation 36 (2b) of Building Regulations Approved Document G (2015 edition with 2016 amendments), which states that consumption of wholesome water shall not exceed 110 litres per person per day including a 5-litre allowance for external water use.

Reason: To optimise the standards of sustainable design and construction, in accordance with Policy 5.2 of the London Plan (2016) and Policies S.2 and S.5 of the Local Plan (2015).

DRAFT

BIODIVERSITY, HABITAT, OPEN SPACE AND LANDSCAPING

Green Infrastructure – Outline Element

- O.26 Prior to the commencement of works pursuant to the Outline Element of the Development, a Green Infrastructure Phasing Plan shall be submitted to and approved in writing by the Local Planning Authority.

The Green Infrastructure Phasing Plan shall demonstrate how the balance of public realm/publicly accessible open space and BAP habitat shall be provided within the Outline Element to ensure that no less than the following is provided across the entire site:

- A total of 0.07 Ha Public Realm Publicly Accessible Open Space; and
- 0.17 Ha BAP Habitat including 0.14 ha of Biodiverse Roof Space, and 0.01 ha open space amenity.

The balance of green infrastructure for each building within the Outline Element shall be provided in a phased manner prior to first occupation of that building and maintained thereafter.

Reason: To ensure that adequate provision is made for Publicly Available Open Space, Play Space and BAP Habitat, in accordance with Policies 7.17 7.18 7.19 of the London Plan (2016) and Policies SP.3, BN.3 and BN.7 of the Local Plan (2015).

Hard and Soft Landscaping – Outline Element

- O.27 No building within the Outline Element, or relevant phase pursuant to Condition O.4, shall be Occupied, until the hard and soft landscaping works for that part of the Development the development, approved as part of the Reserved Matters approval, have been completed in accordance with the landscape drawing that forms part of the Reserved Matters Specification. The landscaping works shall include the details of any biodiverse roofs to be provided within that Outline Element. The landscaping works shall be maintained thereafter in accordance with the approved details.

Reason: To ensure adequate landscaping of the site, in accordance with Policies 7.1, 7.4 and 7.5 of the London Plan (2016) and Policies SP.3, BN.1 and BN.3 of the Local Plan (2015).

Biodiverse Roof Space – Outline Element

- O.28 Prior to the installation of cladding on any building within the Outline Element, a minimum specification for Biodiverse Roof Space for that building shall be submitted to and approved in writing by the Local Planning Authority. The specification shall include as a minimum:

- The proposed distribution of at least 0.16ha Biodiverse Roof Space across the Development
- Planting specifications including species, minimum planting densities, growing medium, and drainage
- Details of measures to support wild-life

The Biodiverse Roof Space shall be provided and retained in accordance with the Site Wide minimum specification for Biodiverse Roof Space approved under this condition and as approved in writing by the Local Planning Authority as part of each Development Phase. No building supporting Biodiverse Roof Space shall be Occupied prior to provision of the Biodiverse Roof Space it is supporting.

Reason: To ensure appropriate provision of BAP Habitat within the Development, in accordance with Policy 7.19 of the London Plan (2016) and Policy BN.3 of the Local Plan (2015).

Wayfinding Strategy – Outline Element

- O.29 Prior to commencement of public realm works within the Outline Element, a wayfinding strategy (consistent with Legible London standards or other such scheme approved by the Local Planning Authority, and) shall be submitted to and approved in writing by the Local Planning Authority. The Site Wide wayfinding strategy shall include the principles that are set out in pages 224-233 of the Design and Access Statement (ref: MP101-SW02-XX-XX-A-DAS-XXXX-0100-0001), for landscaping, highways, cycleways and footpaths in the public realm and shall also provide temporary wayfinding during the construction period and how the proposed Site Wide wayfinding strategy relates to the wayfinding provision within the Queen Elizabeth Olympic Park and surrounding areas. The wayfinding strategy for the Outline Element shall be consistent with that for the Detailed Element

Reason: To ensure a high level of legibility and access throughout the Site in accordance with Policy BN.1 of the Local Plan (2015).

Lighting Strategy – Outline Element

- O.30 Prior to commencement of public realm works within the Outline Element, a lighting strategy shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall be in accordance with the strategy set out in pages 214-217 of the Design and Access Statement (ref: MP101-SW02-XX-XX-A-DAS-XXXX-0100-0001), and shall demonstrate that the lighting scheme has been designed to be in keeping with that for the Detailed Element and to ensure that it minimises impacts on bats and other species impacted by artificial lighting and minimises any impact upon residential amenity. Lighting design shall follow advice set out in DCLG and BCT guidance. The lighting shall be carried out in accordance with the approved strategy prior to first occupation of the relevant phase of the Outline Element, and permanently retained and maintained thereafter

No architectural lighting, security lighting or other external means of illumination of the Site shall be provided, installed or operated in the Development, except in accordance with the approved Lighting Strategy.

Reason: In the interests of residential amenity and to ensure that habitat provisions achieve their stated aim of providing value for biodiversity by ensuring considerate lighting design, in accordance with Policy BN.3 of the Local Plan (2015).

Secured by Design – Outline Element

- O.31 Prior to first Occupation of any building within the Outline Element of the Development, the building shall achieve a Certificate of Compliance to the relevant Secured by Design Guide(s) or alternatively achieve Crime Prevention Standards submitted to and approved in writing by the Local Planning Authority in conjunction with the Metropolitan Police. The Outline Element shall be carried out in accordance with the approved details and thereafter be fully retained and maintained as such for the lifetime of the Development.

Reason: In the interest of creating safer and sustainable communities in accordance with Policy 7.3 of the London Plan (2016).

TRANSPORT

Car Parking Permits – Outline Element

- O.32 No occupiers of the Outline Element of the Development, shall apply to the Local Highway Authority for a parking permit or retain such permit, with the exception of disabled persons who are blue badge holders; and if such permit is issued it shall be surrendered to the local highway authority within seven days of written demand.

There shall be no occupation of the Outline Element, until a scheme is submitted to and approved in writing with the Local Planning Authority (in consultation with the Local Highways Authority) to ensure that, with the exception of disabled persons, no resident or occupier of the Development shall obtain a parking permit within any controlled parking zone which may be in force in the immediate area at any time.

Reason: In order that the prospective occupiers of the academic, student accommodation or commercial units are made aware of the fact that they will not be entitled to an off-street car parking permit, in the interests of the proper management of parking and to ensure that the development does not harm the amenities of the local area in accordance with Policies 6.11 and 6.12 of the London Plan (2016) and Policy T.4 of the Local Plan Policy (2015).

Car Club – Outline Element

- O.33 Prior to first Occupation of the residential units within the Outline Element, the Car Club parking spaces shown on drawing ref: MP101-SW02-08-XX-L-DPL-0940-8100-0157 Revision PL01 (or any other drawing approved pursuant to Condition S.30) shall be provided in accordance with the approved drawing and retained thereafter.

Reason: To make suitable provision for the operation of a Car Club within the Site in the interest of reducing car ownership and use in accordance with Policies 6.11 and 6.12 of the London Plan (2016) and Policy T.4 of the Local Plan Policy (2015).

Electric Charging Point Provision – Outline Element

- O.34 No building within the Outline Element of the Development shall be Occupied unless the details for provision of electric charging points for delivery vehicles or blue badge vehicles within the Outline Element have been submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to first Occupation of the Outline Element and permanently retained thereafter.

Reason: To secure the provision of electronic vehicle charging points in accordance with Policy 6.13 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Electric Charging Standards – Outline Element

- O.35 The electric charging point provision in the Outline Element of the Development shall comply with the prescribed standards below:

Use Class	Percentage of spaces in each PDZ to have electric charging point provision
A1-A2	10% of spaces with an additional 10% passive provision
B1	20% of spaces with an additional 10% passive provision
C3	20% of spaces with an additional 80% passive provision

Reason: To secure the provision of electronic vehicle charging points in accordance with Policy 6.13 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plan – Outline Element

- O.36 No building shall be Occupied unless and until a travel plan has been submitted to and approved in writing by the Local Planning Authority for that building.

Reason: To encourage residents, employees and users to adopt sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Travel Plan Co-ordinator – Outline Element

- O.37 The Outline Element of the Development shall not be Occupied unless and until a travel plan coordinator for that building has been appointed and been in post for a minimum of three months. A travel plan coordinator shall remain appointed until the last travel plan review has taken place and has been approved in writing by the Local Planning Authority.

Reason: To ensure a travel plan Coordinator is appointed to oversee the travel plans on the Development in order to encourage the use of sustainable travel modes in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Delivery and Servicing Strategy – Outline Element

- O.38 The Outline Element of the Development shall not be Occupied unless and until a delivery and servicing strategy for the Outline Element has been submitted to and approved in writing by the Local Planning Authority.

The Outline Element shall be operated in accordance with the approved delivery and servicing strategy.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with Policy 6.11 of the London Plan (2016) and Policy T4 of the Local Plan (2015).

Long-Stay Cycle Parking Provision – Outline Element

- O.39 Notwithstanding the level of cycle parking set out in the Design Code hereby approved, prior to first Occupation of the Outline Element of the Development, the cycle parking facilities within the Outline Development shall be provided in accordance with the then current London Plan cycle parking standards, and permanently retained thereafter.

Reason: To ensure a suitable level of cycle parking is provided as part of the Development in accordance with Policy 6.3 of the London Plan (2016) and Policy T.4 of the Local Plan (2015).

Sound Insulation and Internal Noise Levels– Outline Element

- O.40 Prior to the commencement of above ground works pursuant to the Outline Element of the Development hereby permitted, a scheme of sound insulation shall be designed and installed between residential and non-residential uses such that the sound insulation provided shall meet the following standards.

- International Organization for Standardization Noise Rating curves (NR)
- NR 25 in bedrooms (2300 to 0700)
- NR 30 in all **habitable** rooms (0700 to 2300)
- If there is a distinguishable tone the NR curves should be reduced to NR 20 and NR 25 respectively.
- Noise Rating curves should be measured as a 15-minute linear L_{eq} at the octave band centre frequencies 31.5 Hz to 8 kHz.

Groundborne noise within residential uses from rail traffic movements shall not exceed $35dBL_{ASmax}$ at any time.

Prior to the first Occupation of the Outline Element, evidence verifying that the noise mitigation measures have been installed, shall be submitted to and approved in writing by the Local Planning Authority.

Reasons: To protect the amenity of future occupants, in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

Hours of Operation – Outline Element

- O.41 Prior to first Occupation of the Outline Element, details of the proposed hours of operation for the commercial uses permitted under Use Classes A1-A5, shall be submitted to and approved in writing by the Local Planning Authority. The commercial units within the Outline Element shall thereafter be operated in accordance with the approved details.

Reason: To prevent noise and disturbance in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

HOUSING

Residential Density – Outline Element

- O.42 The density of the residential element shall not exceed a maximum residential density of 1,550 habitable rooms per hectare (HRH).

Reason: To ensure the scheme is of an appropriate density in accordance with Policy 3.4 of the London Plan (2016)

Accessible Housing - Outline Element

- O.43 The residential units of the Development shall be designed and constructed to include 90% of all units as accessible/adaptable housing in accordance with M4(2) Category 2 of Part M of the Building Regulations (2015) and 10% of all units as wheelchair accessible housing in accordance with M4(3) Category 3 of Part M of the Building Regulations (2015).

Reasons: To ensure adequate housing is provided for all users in accordance with inclusive design standards in accordance with Policy BN.5 of the Local Plan 2015.

Play Space Delivery Strategy – Outline Element

- O.44 Prior to first Occupation of any building within the Outline Element of the Development, a play space delivery strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall demonstrate provision of the necessary amount of 'doorstep' play space for 0-5 age group in accordance with the Mayor's 'Play and Informal Recreation' SPG (2012). No more than 90% of units within that building shall be occupied until the full amount of onsite play space is provided. The approved play space shall be permanently retained and maintained thereafter.

Reason: To ensure that suitable provision is made within the Development for children's play in accordance with Policy 3.6 of the London Plan (2016), Policy BN.4 of the Local Plan (2015) and the Mayor's 'Play and Informal Recreation' SPG (2012).

Play Space Design – Outline Element

- O.45 The doorstep play space shall be implemented substantially in accordance with the design guidance and principles set out in the Mayoral Supplementary Planning Guidance 'Providing for Children and Young People's Play and Informal Recreation' (2012) with particular reference to guidance set out at Table 4.6 (Playable Space Typologies) and Table 4.8 (Design Principles). In the event that this Supplementary Planning Guidance is abolished or replaced, no further applications for approval of Reserved Matters of Doorstep Play Space shall be submitted until approval is obtained in writing from the Local Planning Authority to any replacement equivalent requirement under this Condition.

Reason: To ensure that suitable provision is made within the Development for children's play in accordance with Policy 3.6 of the London Plan (2016), Policy BN.4 of the Local Plan (2015) and the Mayor's 'Play and Informal Recreation' SPG (2012).

INFORMATIVES

- 1) You are advised that the provisions of Condition 11 of application ref: 18/00419/VAR remain in force with respect to replacement landscaping should this consent not be implemented by 19th March 2020.
- 2) In relation to Conditions D.30 and O.31, the applicant is advised that they should seek the advice of the Metropolitan Police Service Designing Out Crime Officers (DOCOs) at each phase and notify them of any changes to the planning application or approved scheme relevant to security or design layout. The services of MPS DOCOs are available free of charge and can be contacted via Docomailbox.NE@met.police.uk or during office hours via telephone: 020 8217 3813.
- 3) You are advised that with regard to condition S.39 relating to fire safety a separate application would need to be made to the appropriate regulatory authority, and the necessary approval granted under the Building Regulations, to meet with Approved Document B (2010, and as subsequently amended)
- 4) You are advised to contact London Underground Infrastructure Protection and Network Rail in advance of preparation of final designs and associated method statements, in particular to discuss drainage, excavation, construction methods, tall plant and scaffolding requirements where they are proposed to be on, over, under or immediately adjacent to their assets.

Proactive and Positive Statement

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

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

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

Dated this: **xx June 2019**



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

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

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

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

Purchase Notice

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

APPENDIX 14
TFL CONTRIBUTIONS DEED

DATED _____ **2019**

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) TRANSPORT FOR LONDON

AGREEMENT
RELATING TO THE SITE KNOWN AS
STRATFORD WATERFRONT (ALSO KNOWN
AS EAST BANK), BOUND BY THE
WATERWORKS RIVER TO THE SOUTH-WEST,
LONDON AQUATICS CENTRE AND F10
BRIDGE TO THE SOUTH-EAST AND
CARPENTERS ROAD TO THE NORTH AND
EAST



Pinsent Masons

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THIS AGREEMENT is made on

2019

BETWEEN:-

- (1) **London Legacy Development Corporation** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA"); and
- (2) **Transport for London** of 55 Broadway, London SW1H 0BD ("TfL").

WHEREAS:-

- (A) The London Legacy Development Corporation (acting in its capacity as the owner Developer's Land) (the "**Owner**") has given a unilateral undertaking to the LPA dated _____ pursuant to section 106 of the Town and Country Planning Act 1990 (the "**Owner UU**").
- (B) Pursuant to the Owner UU, the Owner covenants to comply with the terms of a draft deed appended to the Owner UU at Appendix 1 and containing draft planning obligations and other covenants (the "**Section 106 Agreement**").
- (C) Pursuant to the Section 106 Agreement the Owner is required to pay the TfL Contributions to the LPA to mitigate certain impacts of the Development. Pursuant to clause 5.2 of the Section 106 Agreement the LPA agrees, following receipt of the same, to pay the TfL Contributions to TfL. Accordingly the LPA is entering into this Agreement so as to satisfy its obligations under clauses 5.3 and 5.4 of the Section 106 Agreement.
- (C) TfL has agreed to enter into this Agreement so as to regulate the proper spending and administration of the TfL Contributions.

IT IS AGREED as follows:-

1. **INTERPRETATION**

- 1.1 All words and phrases defined in the Section 106 Agreement shall have the same meaning in this Agreement save where the context otherwise dictates.
- 1.2 In this Agreement the following expressions shall, unless the context otherwise states, have the following meanings:

"**LCS S106 Agreement**" means the section 106 agreement dated 28 September 2012 and made between (1) Olympic Delivery Authority; (2) London Legacy Development Corporation; (3) Transport for London

2. **LEGAL BASIS**

- 2.1 The LPA enters into this Agreement pursuant to section 201 of the 2011 Act.
- 2.2 TfL enters into this Agreement pursuant to section 156 of the Greater London Authority Act 1999.

3. **CONDITIONALITY**

Save in respect of clause 5.1 which shall come into effect on the date of this Agreement, this Agreement is conditional upon and shall not take effect until one or more of the TfL Contributions has been received by the LPA

4. **LPA'S COVENANTS**

As soon as reasonably practicable following its receipt of each of the TfL Contributions the LPA covenants to pay the same on to TfL.

5. TFL'S COVENANTS

- 5.1 TfL shall provide to the LPA the Contribution Details as soon as reasonably practicable following a request from the LPA.
- 5.2 Following receipt of the TfL Contributions from the LPA TfL covenants and undertakes with the LPA to:-
- 5.2.1 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 TfL contained in this Agreement;
 - 5.2.2 forthwith upon receipt to pay the TfL Contributions into an interest bearing deposit account, from which the relevant TfL Contribution together with its accrued interest can be identified from periodic statements until such time as such TfL Contributions (or any part thereof) are required for the purposes identified in Schedule 5 (Transport) of the Section 106 Agreement;
 - 5.2.3 use Reasonable Endeavours to apply the TfL Contributions in accordance with the Contribution Details (or such supplementary or updated Contribution Details as TfL may provide from time to time) provided to the LPA pursuant to clause 5.1 and only if this is not practicable then to apply any individual TfL Contribution towards the specific transport measures for which that TfL Contribution was paid as specified in Schedule 5 (Transport) of the Section 106 Agreement and not towards any of the other transport measures set out in that Schedule PROVIDED THAT for the avoidance of doubt TfL will be entitled to treat any accrued interest as if it were part of the relevant principal sum paid by the LPA;
 - 5.2.4 from time to time upon reasonable written request by the LPA (but not more frequently than once every 6 (six) months) to provide the LPA (or its successor in function) with a breakdown of expenditure from the TfL Contributions;
 - 5.2.5 submit a report to the LPA every 12 (twelve) months which shall be included within the Review Report (as defined in the LCS S106 Agreement) submitted pursuant to paragraph 3 of Schedule 2 of the LCS S106 Agreement detailing the proposed and actual expenditure of the TfL Contributions as if all references in the LCS S106 Agreement to the Bus Service Enhancement Contribution included the Bus Service Enhancements Contribution as defined in the Section 106 Agreement and all references to the Bus Infrastructure Contribution included reference to the Bus Stops Contribution; and
 - 5.2.6 return to the LPA any part of each of the TfL Contributions and interest accrued thereon which remains contractually uncommitted or unspent on the fifth anniversary of the date on which each is paid to the LPA unless the LPA and the Owner have agreed a longer period pursuant to clause 6.6 of the Section 106 Agreement.

6. 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.

7. JURISDICTION AND LEGAL EFFECT

- 7.1 This Agreement shall be governed by and interpreted in accordance with the law of England.
- 7.2 The provisions of this Agreement (other than this Clause 7.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

8. **EXECUTION**

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

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

THE COMMON SEAL of THE LONDON)

LEGACY DEVELOPMENT CORPORATION)

was hereunto affixed in the presence of:)

Authorised signatory

Executed as a deed by affixing the common)

seal of **TRANSPORT FOR LONDON**)

in the presence of:)

Authorised signatory

APPENDIX 2

CHANGES TO 2023 SWFT S106 AGREEMENT IN ANNOTATED FORM

[INTENTIONALLY BLANK]

DATED 2023 2024

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
(2) LONDON LEGACY DEVELOPMENT CORPORATION

PLANNING OBLIGATION BY AGREEMENT
relating to: (i) land known as Stratford
Waterfront within the Queen Elizabeth Olympic
Park bounded by the Waterworks River to the
south-west, London Aquatics Centre and
F10 Bridge to the south-east, and Carpenters
Road to the north and east; (ii) land known as
Pudding Mill Lane; and (iii) land known as Rick
Roberts Way



Pinsent Masons

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THIS AGREEMENT is made on

2023/2024

BETWEEN:-

- (1) LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 409, 45 Endeavour Square, Stratford Place, Montfichet Road, London E20 4EJ 1JN (the "LPA"); and
- (2) LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 409, 45 Endeavour Square, Stratford Place, Montfichet Road, London E20 4EJ 1JN (the "Developer").

RECITALS

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the SWFT Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer is the registered proprietor of interests that comprise the Developer's Land the details of which are set out in Schedule 11. As regards the RRW Site (which is shown edged green on the plan attached at Appendix 3), the Developer's interest in that land forms part of a wider development site known as land at Rick Roberts Way, the full extent of which comprises the RRW Site together with the area shown edged blue on the plan attached at Appendix 3. The RRW Site is one of the Portfolio Sites (as defined in Schedule 1) for which the Developer commits in this Agreement to provide at least 50 per cent affordable housing across the portfolio. The rest of the wider Rick Roberts Way land, which is shown edged blue on the plan at Appendix 3, is not a Portfolio Site, is not bound by this Agreement and may be subject to separate planning obligations if a planning permission is granted to develop it (whether with the RRW Site or otherwise).
- (C) The Developer's agent submitted the Planning Application to the LPA on 26 November 2018.
- (D) On 30 April 2019 the LPA resolved to grant the Planning Permission subject to the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"1990 Act"	Town and Country Planning Act 1990
"2011 Act"	Localism Act 2011
"Agreement"	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Application"	means any application seeking an injunction or other equitable remedy (including any application under Part 25 of the Civil Procedure Rules) and/or any claim

	for damages
"Approve"	means written approval from the Party to whom the Submitted Document has been submitted and "Approval" and "Approved" cognate expressions shall be construed accordingly
"BBC Building"	means the Building shown edged blue and labelled 'BBC CS' on the plan attached at Appendix 4
"Building"	means any building as shown on the Plan at Appendix <u>44A</u> in respect of the Detailed Element and any building forming part of the Outline Element <u>and references to "Building A1", "Building A2", "Building B1" and "Building B2" shall be to the relevant building shown on the Plan at Appendix 4B</u>
"Building Cost Index"	the All In Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"BWT Site"	means the land at Bridgewater Road and Warton Road shown edged red on the plan attached at Appendix 2B
"Commencement"	beginning of the Development (or where Commencement or Commence is used in the context of part of the Development commencement shall mean beginning of that part) as defined in section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include:- <ul style="list-style-type: none"> (a) site clearance and preparation; (b) archaeological investigation; (c) investigations for the purposes of assessing contamination; (d) other ground and site surveying; (e) construction of temporary access and temporary internal roads for construction purposes only; (f) remediation works associated with contamination; (g) erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security; (h) provision of temporary accommodation reasonably required for construction purposes only; and "Commence" and "Commenced" shall be construed accordingly

"Commencement Date"	the date upon which the Development is Commenced
"Completion"	completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and "Completed" shall be construed accordingly
"Comply"	means: <ul style="list-style-type: none"> (a) in relation to Schedule 1 to carry out the Relevant Development in accordance with the timescales set out within the Delivery Programme or in each case within six months of any date specified within the Delivery Programme; and (b) in all other cases to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly
"DE Building"	means any Building forming part of the Detailed Element
"DE Building Occupier"	means a successor in title to the Developer in respect of a DE Building
"Defence"	means any Defence or Reply filed under Part 15 of the Civil Procedure Rules and/or any submissions made to the court in which an Application is issued (or any appeal court) and/or any affidavit, witness statement or any other document relied upon or filed by a third party or by any other party on behalf of the third party in or in relation to any Application
"Detailed Element"	means the part of the Development to be constructed on the part of the SWFT site shown coloured grey on the plan attached at Appendix 1
"Developer's Land"	means the SWFT Site, the Pudding Mill Site and the RRW Site
"Development"	the development of the SWFT Site and all other operations and/or works authorised by the Planning Permission and any Subsequent Planning Permission
"Dispute"	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute
"Index"	means:- <ul style="list-style-type: none"> (a) the RPI in respect of the Station Staff

	Contribution, the Bus Stops Maintenance Contribution, the Taxi Infrastructure Maintenance Contribution and the Bus Services Contribution; and
	(b) the Building Cost Index in respect of all other financial contributions
"Indexed"	in relation to any sum or value that it is to be increased in accordance with Clauses 6.2 and 6.3
"LLDC"	means the London Legacy Development Corporation and its successors in functions but shall not include its successors in title
"LLDC Authority's Monitoring Report"	means the LPA's annual monitoring report
"London Plan"	means the London Plan (2016) or such updated version as is adopted from time to time
"LPA Response Date"	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where:- (a) the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document or (b) the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document
"Occupy" and "Occupation"	beneficial occupation for any purpose for which Planning Permission and any Subsequent Planning Permission has been granted (or any planning permission has been granted in respect of the PML Site or the BWT Site or the RRW Site) in respect of the relevant building, structure or part of the Developer's Land but not including occupation for the purposes of construction, security, fit out or marketing
"Outline Element"	means the part of the Development to be constructed on the land shown edged blue and labelled 'Residential Area' on the plan attached at Appendix 4
"Owner"	means the freehold owner of the SWFT Site and any successor in title
"Parties"	the parties to this Agreement and the word "Party" shall mean any one of them
"Phase"	phase of the Development, the PML Development, the BWT Development or the RRW Development as the context so requires

"Planning Application"

the application for hybrid planning permission submitted to the LPA and given reference number 18/00470/OUT by the LPA seeking consent:-

(a) with all matters reserved for future determination, for up to 65,000 sqm of development, comprising: up to 62,800 sqm of residential development (Class C3) including private amenity spaces and ancillary uses; up to 2,200 sqm of retail/food & drink (Classes A1-A5) uses; means of access; areas to provide circulation, servicing, car parking and cycle parking; landscaping including laying out of open space with provision for natural habitats and play space; and other supporting infrastructure works and facilities.

(b) for 72,899 sqm of development comprising:

- 41,965 sqm of educational development (Class D1) including ancillary uses;
- 8,144 sqm of cultural development (Class D1) including ancillary uses;
- 20,770 sqm of performance space with studios for rehearsal, recording, performances and broadcasting (sui generis) including ancillary uses;
- 1,934 sqm of retail/food & drink development (Classes A1-A5);
- 86 sqm of office space (Class B1);

as well as additional areas to provide associated plant, storage, servicing, circulation, car parking, cycle parking and associated public realm comprising hard and soft landscaping, lighting, street furniture, steps, graded routes and mechanical lifts and a pedestrian/cycle bridge across Carpenters Road/Network Rail and DLR

"Planning Permission"

the planning permission ~~subject to conditions that may be granted by the LPA on the determination of the Planning Application for the proposals within~~ pursuant to the Planning Application, a draft of which is contained in Appendix 13, as varied from time to time pursuant to section 96A of the 1990 Act

"PML Site"

the land at Pudding Mill Lane shown edged red on the plan attached at Appendix 2A BUT EXCLUDING the land shown edged red on the plan attached at Appendix 2C

"Project Proposals Group"

means the group of senior officers from the London Legacy Development Corporation which is chaired by the Director of Planning Policy and Decisions and which has delegated authority from the London Legacy Development Corporation Board to make decisions as to the expenditure of monies received pursuant to

	section 106 agreements
"Pudding Mill Site"	the land at Pudding Mill Lane and Bridgewater Road/Warton Road shown edged red on the plan attached at Appendix 2
"Qualifying Retail Unit Occupier"	a successor in title to the Developer in respect of a Qualifying Retail Unit (as defined in Schedule 3)
"Reasonable Endeavours"	<p>that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected:-</p> <p>(a) in the case of the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions duties and purposes and</p> <p>(b) in the case of the Developer, of a competent commercial developer in the context of the Development (or part of the Development)</p>
"Refusal Notice"	a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve, the reasons why it is refusing to Approve such Submitted Document and the Report Amendments
"Report Amendments"	those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document
"Reserved Matters"	has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015
"Requisite Consents"	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders or other Consents under the Highways Act 1980 and the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Reserved Matters Approval"	means approval of Reserved Matters in respect of the Outline Element
"Residential Units"	means units of residential accommodation constructed as part of the Development
"Restrictive Planning Obligation"	means any covenant on the part of the Developer contained within this Agreement which restricts the undertaking of operations and/or works to construct the Development on the land comprising the Acquired

	Interest or part thereof or which restricts the Occupation of any part of the Development which is located on the land that comprises the Acquired Interest
"Retail Units"	means the units within the area shown edged blue and labelled 'RETAIL' on plan attached at Appendix 4
"RPI"	the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted for it or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"RRW Site"	the land shown edged green on the plan which is attached at Appendix 3
"Section 73 Application"	an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
"Section 73 Permission"	planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require
"Submitted Document"	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement
"Subsequent Planning Permission"	any Section 73 Permission <u>(as varied from time to time pursuant to section 96A of the 1990 Act)</u> and "Subsequent Planning Permissions" shall mean such two or more of them as the context shall require
"SWFT Site"	the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan attached at Appendix 1
"TfL"	means Transport for London of 55 Broadway, London SW1H 0BD
"TfL Contributions"	means Bus Service Enhancements Contribution, the Bus Stops Contribution, the Stratford Station Signage Contribution, the Stratford Station Staffing Contribution, the Stratford Station SW Entrance Contribution and the Taxi Infrastructure Contribution
"TfL Contributions Deed"	means a deed in the form attached at Appendix 14 and which shall not be varied without the prior consent of the Developer
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Developer's Land 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 Developer's Land

"Working Day"

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) Part is to a part of a Schedule to this Agreement;
- (e) table is to a table of a Schedule to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) plan, is to a plan annexed to this Agreement as an Appendix;

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

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

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

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

1.2.5 references to the SWFT Site include any part of it;

1.2.6 references to the Developer's Land include any part of it;

1.2.7 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;

1.2.8 subject to Clauses 2.7, 2.8 and 2.9 references to the Developer include:-

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

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 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 any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s).

1.3 The Interpretation Act 1978 shall apply to this Agreement.

1.4 The "Agreement" includes the Schedules and Recitals to this Agreement.

1.5 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate Approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate Approval agreement or other consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.

1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or agreement or other consent for the purposes of this Agreement.

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

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to:-

2.1.1 section 106 of the 1990 Act; and

2.1.2 (in so far as this Agreement does not contain planning obligations entered into pursuant to section 106 of the 1990 Act) sections 201, 205 and 206 of the 2011 Act, section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.

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

2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as, subject to Clause 2.4 and Clause 2.5, to bind the Developer's Land and, subject to

Clauses 2.7, 2.8, 2.9, and 2.15 the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Developer's Land (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Developer's Land in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201, 205 and 206 of the 2011 Act.

2.4 The provisions of the Schedules to this Agreement will bind the whole of the SWFT Site unless otherwise specified in a Schedule to this Agreement.

2.5 The RRW Site and the Pudding Mill Site shall only be bound by the Clauses in this Agreement and the obligations, covenants and undertakings contained within Schedule 1 to this Agreement, and not by the provisions of Schedule 2 to Schedule 12 to this Agreement.

2.6 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.

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

2.8 This Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of

2.8.1 individual Residential Units, except in respect of the obligations in paragraph 2 of Part 2 of Schedule 1;

2.8.2 individual Retail Units except in respect of the obligations in:-

(a) Schedule 3 insofar as they apply to Qualifying Retail Units (as defined in that Schedule); and

(b) Paragraphs 3.6 and/or 5.7 of Schedule 5 to the extent that DE Additional Short Stay Cycle Parking Spaces or OE Short Stay Cycle Parking Spaces are being provided in place of a Retail Unit.

2.9 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the SWFT 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 SWFT Site or part thereof to which such obligation relates.

2.10 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham and its respective statutory successors in function.

2.11 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:-

2.11.1 subject to Clause 2.11.2, if following the conclusion of such proceedings or challenge any of the Planning Permission is quashed then without prejudice to any liability which may have arisen pursuant to this Agreement prior to it being quashed, the provisions of this Agreement will cease to have any further effect as from the date upon

which the Planning Permission is quashed save to the extent (if at all) that this Agreement remains relevant to any of the Planning Permission which has not been quashed;

2.11.2 if Development is Commenced or (as applicable) continued under that part of the Planning Permission which has been quashed, the provisions of this Agreement relevant to such Development will remain in full force and effect; and

2.11.3 the LPA shall as soon as reasonably practicable notify the Developer of the bringing of such proceedings or challenge.

2.12 Wherever in this Agreement reference is made to a date on which "proceedings or challenge in relation to the Planning Permission are concluded" (or cognate or similar expressions are used), the following provisions have application:-

2.12.1 proceedings by way of judicial review are concluded:-

- (a) when permission to apply for judicial review has been refused and no further application may be made; or
- (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (c) when any appeal is finally determined.

2.12.2 proceedings under section 288 of the 1990 Act or in respect of any other legal challenge are concluded:-

- (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (b) when any appeal is finally determined.

2.13 Save where a Subsequent Planning Permission has been granted which remains extant, this Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Developer) modified.

2.14 Other than the Planning Permission and any Subsequent Planning Permission, nothing in this Agreement shall prohibit or limit the right to develop any part of the SWFT Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

2.15 Subject to Clause 2.8 the obligations in this Agreement which require works and/or actions to be carried out and/or undertaken on the Developer's Land and/or which otherwise relate to the Developer's Land shall not be enforced against a third party who acquires a leasehold interest(s) in the Developer's Land ("**Acquired Interest**") to the extent that such works and/or actions are required to be undertaken on land which is wholly outside the Acquired Interest and/or the obligations otherwise concern and/or relate to land wholly outside the Acquired Interest PROVIDED THAT:-

2.15.1 nothing in this Clause 2.15 shall exempt the relevant third party from liability in respect of any Restrictive Planning Obligation; and

2.15.2 in the event that there is a breach of a Restrictive Planning Obligation and the LPA issues an Application to restrain such breach the relevant third party shall not be entitled to rely on Clause 2.15 in its Defence to such an Application and shall make no reference to Clause 2.15 in its Defence to such an Application.

2.16 Where any Developer (other than LLDC) considers that it should not be liable in whole or part in respect of an obligation contained in this Agreement which does not directly relate to that part of the Developer's Land in which such Developer has an interest, such Developer may apply to the LPA for written binding confirmation that the specified obligations cannot and will not be enforced against the Developer.

2.17 Without prejudice to the liability of the Developer to perform the obligations, covenants and undertakings in this Agreement each DE Building Occupier and Qualifying Retail Unit Occupier shall have no liability in respect of breaches of any of paragraphs 2,4 and 5 of Schedule 3, paragraph 5.5 of Schedule 4 or paragraphs 1.4 and 1.5 of Schedule 9 by any other DE Building Occupier or Qualifying Retail Unit Occupier to the extent that the relevant breach relates to the use and/or occupation of the DE Building or Qualifying Retail Unit occupied by the other DE Building Occupier or Qualifying Retail Unit Occupier

3. CONDITIONALITY

This Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

4. THE DEVELOPER'S COVENANTS WITH THE LPA

4.1 The Developer on behalf of itself and its successors in title to the Developer's Land covenants with the LPA that it shall:-

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer and each and every of the obligations, covenants and undertakings relating to the construction, use and Occupation of the Development which are contained in this Agreement;

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

4.1.3 notify the LPA of the date upon which each event listed in the column entitled 'Trigger' in the table Schedule 12 occurs.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

5.2 Subject to Clause 5.3 the LPA covenants following its receipt of the same to pay the TfL Contributions to TfL.

5.3 The requirement on the LPA to pay the TfL Contributions to TfL is conditional upon the LPA and TfL having entered into the TfL Contributions Deed.

5.4 The LPA shall use all reasonable endeavours to enter into the TfL Contributions Deed as soon as reasonably practicable after the date of this Agreement and once the TfL Contributions Deed has been completed the LPA shall provide a copy of it to the Developer.

5.5 The LPA shall not vary the terms of the TfL Contributions Deed other than with the consent of the Developer (not to be unreasonably withheld or delayed).

6. FINANCIAL CONTRIBUTIONS AND INDEXATION

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

6.2 Unless otherwise stated all payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid.

6.3 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 of this Agreement until the date the sum or value falls to be considered or applied.

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

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

6.5.1 save in respect of the TfL Contributions apply such payments or financial contributions only for the purposes specified in this Agreement PROVIDED THAT for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer (as applicable);

6.5.2 from time to time upon reasonable written request by the Developer (but not more frequently than once in every six months) to procure that TfL provides the Developer with a breakdown of expenditure of the TfL Contributions; and

6.5.3 from time to time upon reasonable written request by the Developer (but not more frequently than once in every six months) to provide the Developer with a breakdown of expenditure from all financial contributions excluding the TfL Contributions PROVIDED THAT this obligation shall not apply where the Project Proposals Group operates and reporting on section 106 financial contribution allocations is provided in the LLDC Authority's Monitoring Report.

6.6 Save where expressly stated to the contrary and subject to Clause 6.7, the LPA shall return to the person who paid to the LPA the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the 5 (fifth) anniversary of payment by the Developer PROVIDED ALWAYS that the Parties may agree a longer period for repayment in respect of any such contribution, up to a maximum of ten years from the date of payment by the Developer.

6.7 Where a TfL Contribution or part thereof has been paid to the LPA under Schedule 5 (Transport) and the LPA has thereafter paid that money to TfL, then the LPA's obligation to repay any such sums pursuant to Clause 6.6 shall be conditional upon the repayment of any such sums by TfL to the LPA and the LPA shall not be obliged to repay such sums until such time as the sums have been repaid by TfL PROVIDED ALWAYS THAT the LPA shall use Reasonable Endeavours to secure the repayment of any such sums by TfL as soon as reasonably practicable after they fall due to be repaid.

7. NOTICES

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

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

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

7.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than 5 (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

Developer:- Executive Director of Development
London Legacy Development Corporation – Development
Directorate
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

TfL Director of Spatial Planning
Transport for London
Endeavour Square Building
Floor 9 B5
5 Endeavour Square
London E20 1JN

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

8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

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

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

9. VERIFICATION AND ENFORCEMENT

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

10. REFUSAL NOTICE

10.1 Not more than 5 (five) Working Days from receipt of the Refusal Notice the Developer shall confirm to the LPA whether it accepts the Report Amendments.

10.2 In the event the Developer confirms that it does accept the Report Amendments the following provisions shall apply:-

10.2.1 within 10 (ten) Working Days of the LPA's receipt of such confirmation the Developer shall submit the revised Submitted Document incorporating the Report Amendments to the LPA for Approval;

10.2.2 the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document; and

10.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 11.

10.3 In the event the Developer confirms that it does not accept the Report Amendments the following provisions apply:-

10.3.1 not more than 5 (five) Working Days after such confirmation the Developer and the LPA shall meet to discuss the Report Amendments and the Submitted Document;

10.3.2 in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 11 shall apply; and

10.3.3 in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.

10.4 In the event the LPA does not Approve the Submitted Document within the time period for Approving Submitted Documents set out in the Schedule to which the Submitted Document relates the following provisions shall apply:-

10.4.1 not more than 5 (five) Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;

10.4.2 in the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 11 shall apply; and

10.4.3 in the event the Developer and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:-

(a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply; or

(b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.

10.5 The LPA and the Developer may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 10.1 to 10.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

11. DISPUTE RESOLUTION

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

11.2 The Notice must specify:-

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

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

11.2.3 the proposed Expert.

11.3 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 11.7 provides otherwise) to nominate the Expert at their joint expense.

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

11.5 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.

11.6 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.

11.7 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:-

11.7.1 where the Dispute relates to:-

(a) Schedule 5 (Transport), the President of the Chartered Institute of Highways and Transportation;

(b) Where the dispute relates to Part 3 of Schedule 1 (Viability Review), the President of the Royal Institution of Chartered Surveyors;

(c) In all other cases (unless specified otherwise in this Agreement), the President of the Law Society to nominate the Expert.

12. 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.

13. 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.

14. 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.

15. JURISDICTION AND LEGAL EFFECT

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

15.2 The provisions of this Agreement (other than this Clause 15.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

16. EXECUTION

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

SCHEDULE 1

AFFORDABLE HOUSING

DEFINITIONS

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

"Additional Affordable Housing"	means the residential units in the Relevant Development to be converted from London Shared Ownership Housing to London Affordable Rented Housing
"Additional Affordable Housing Scheme"	means a scheme to be prepared by the Developer and submitted to the LPA in accordance with paragraph 2 of Part 3 and which shall:- (a) in the case of the Development, confirm the provision of additional London Affordable Rented Housing by conversion of London Shared Ownership Housing as part of the Pudding Mill Development and/or RRW Development, in addition to that which would otherwise be required to be provided as part of the Pudding Mill Development or the RRW Development (including any Additional Affordable Housing required to be provided pursuant to a Viability Review in respect of the Pudding Mill Development or the RRW Development) and (b) in all cases:- (i) confirm how many London Shared Ownership Housing Units in the Relevant Development are to be converted into Additional Affordable Housing (ii) so far as possible, to the extent that detailed planning permission has been granted for the any part of the Relevant Development contain 1:50 plans showing the location, size and internal layout of each residential unit to be provided as Additional Affordable Housing and (iii) provides an indicative timetable for construction and delivery of the Additional Affordable Housing
"Affordable Habitable Rooms"	means Habitable Rooms forming part of an Affordable Housing Unit
"Affordable Housing"	means housing including Low Cost Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should:- (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963)
"Affordable Housing Deficit"	means the sum of "LHR" and "IHR" to be calculated as follows, being respectively the number of additional Affordable Habitable Rooms in Low Cost Rented Housing required to be provided to satisfy the requirements of paragraph 1 of Part 1 of this Schedule and the number of additional Affordable

Habitable Rooms in Intermediate Housing required to be provided to satisfy the requirements of paragraph 1 of Part 1 of this Schedule:-

$$\text{LHR} = \left(\frac{\text{THR}}{2} \times \frac{30}{100} \right) - A$$

(to reflect that 50% of the total Habitable Rooms provided should be Affordable Habitable Rooms, and at least 30% of those should be Low Cost Rented Housing, and deduct the Low Cost Rented Housing which has already been secured)

$$\text{IHR} = \frac{\text{THR}}{2} - B - \text{LHR}$$

(to reflect that 50% of the total Habitable Rooms provided should be Affordable Habitable Rooms, and the required amount of Intermediate Housing is this figure, less the Affordable Habitable Rooms already secured, less the requirement to satisfy the Low Cost Rented Housing element of the deficit)

where:-

THR = the sum of the number of Habitable Rooms that have been provided in the Development, the Pudding Mill Development and the RRW Development and the number of Habitable Rooms that are intended to be provided (at the time of the calculation of the Affordable Housing Deficit) in the Development, the Pudding Mill Development and the RRW Development

A = the sum of the number of Affordable Habitable Rooms in Low Cost Rented Housing that have been provided under Part 2 of this Schedule, the PML S106, the BWT S106 and the RRW S106 and the number of Affordable Habitable Rooms in Low Cost Rented Housing that have not yet been provided but are required to be provided (at the time of the calculation of the Affordable Housing Deficit) under Part 2 of this Schedule, the PML S106, the BWT S106 and the RRW S106 (ie the total Affordable Habitable Rooms which have been secured to be provided as Low Cost Rented Housing at the relevant date)

B = the sum of the number of Affordable Habitable Rooms that have been provided under Part 2 of this Schedule, the PML S106, the BWT S106 and the RRW S106 and the number of Affordable Habitable Rooms that have not yet been provided but are required to be provided (at the time of the calculation of the Affordable Housing Deficit) under Part 2 of this Schedule, the PML S106, the BWT S106 and the RRW S106 (ie the total Affordable Habitable Rooms which have been secured at the relevant date)

PROVIDED THAT

- (a) if either LHR or IHR (or both) is less than zero, it shall be deemed to be zero and
- (b) if planning permission has not been secured for the RRW Development at any time that an Affordable Housing Deficit is being calculated then it shall be assumed that the RRW Development will not provide any residential units¹

¹ NOTES:

"Affordable Housing Provider"

means:-

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision)
- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding or
- (c) any other body specialising in the provision of Affordable Housing

in each case either nominated or approved by the LPA (such approval not to be unreasonably withheld or delayed)

"Affordable Housing Tenure Split"

means:-

- (a) 60 per cent (by Habitable Room) of the relevant Affordable Housing Units to be provided as Social Rented Housing or London Affordable Rented Housing; and
- (b) the remaining relevant Affordable Housing Units to be provided as London Living Rent Housing or London Shared Ownership Housing

"Affordable Housing Units"

means residential dwellings to be provided as Affordable Housing including any Additional Affordable Housing and **"Affordable Housing Unit"** shall be construed accordingly

"AH Confirmation"

means a report which has been submitted to and Approved by the GLA and the LPA demonstrating how the Portfolio Requirement will be satisfied on the Portfolio Sites including confirmation of the number and tenure of the Affordable Housing Units to be provided on each of the Portfolio Sites

"Alternative AH Strategy"

means a strategy setting out how any Affordable Housing Deficit will be provided taking into account the order of priority for the options for delivery of the Affordable Housing Deficit as set out in paragraph 4.2 of Part 1 of this Schedule and which must, where relevant, include a full justification as to why it is not considered possible to deliver the Affordable Housing Deficit in accordance with any options higher in the order of priority and in respect of any such justification:

- (a) the viability of the RRW Development shall not be a factor in determining whether the required number of Affordable Housing Units can be provided within the RRW Development so as to satisfy the Portfolio Requirement; and
- (b) there shall be no requirement to provide the Affordable Housing Deficit as part of the Pudding Mill Development where:
 - (i) any contract has been entered into for the delivery of

LHR is calculated first by calculating half of THR, being the Affordable Housing requirement in paragraph 1 of Part 1 of this Schedule, then by calculating 30% of the result, being the Low Cost Rented Housing requirement in paragraph 1 of Part 1 of this Schedule, and finally by deducting A, the number of Low Cost Rented Housing Affordable Habitable Rooms that have already been provided or are required to be provided, resulting in the deficit of Low Cost Rented Housing Affordable Habitable Rooms; and

IHR is calculated first by calculating half of THR, being the Affordable Housing requirement in paragraph 1 of Part 1 of this Schedule, then by deducting B, the number of Affordable Habitable Rooms that have already been provided or are required to be provided, resulting in the deficit of Affordable Habitable Rooms, and finally by deducting LHR, the deficit of Low Cost Rented Housing Affordable Habitable Rooms, resulting in the deficit of Intermediate Housing Habitable Rooms.

the Pudding Mill Development (or part thereof) and a planning application has been submitted in respect of a Pudding Mill Consent, and where procurement relating to the delivery of the Pudding Mill Development has commenced and the Developer can demonstrate that it has explored the potential to achieve the Affordable Housing Deficit on the Pudding Mill Development; or

- (ii) the Developer can demonstrate that provision of the Affordable Housing Deficit would be prejudicial to the Delivery Programme and viability of the Pudding Mill Development,

and in the event that the proposal is not to seek to provide the Affordable Housing Deficit on the RRW Site there shall be a requirement to demonstrate to the reasonable satisfaction of the GLA and LPA that reasonable steps have been taken to accommodate the Affordable Housing Deficit on the Pudding Mill Site

"Average London Affordable Rented Housing Value"

means the average value of London Affordable Rented Housing floorspace per square metre on the Relevant Site at the Relevant Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the LPA and the Developer

"Average Shared Ownership Housing Value"

means the average value of London Shared Ownership Housing floorspace per square metre on the Relevant Site at the Relevant Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the LPA and the Developer

"Build Costs"

means the build costs comprising construction of the Relevant Development attributable to the Open Market Housing Units and, in respect of the Development only, the Commercial Floorspace (excluding any indexation or adjustment for inflation) supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:-

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Developer's quantity surveyor, costs consultant or agent;
- (d) preliminary costs;
- (e) demolition, site clearance and site preparation costs;
- (f) abnormal costs;
- (g) provision of on-site infrastructure and utilities;
- (h) provision of off-site infrastructure;
- (i) contractors' overheads and profit;
- (j) design fees; ~~and~~
- (k) finance, legal and marketing costs (but only to the extent that evidence is provided to the LPA which demonstrates to the LPA's

reasonable satisfaction that such costs are directly related to the abovementioned construction works and are not historic holding costs); and

(l) ~~(k)~~ contingencies;

but for the avoidance of doubt: (i) build costs exclude:-

~~(i) finance, legal and marketing costs; and~~

~~(ii)~~ all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses; and (ii) no item of expenditure counted under one head of costs shall be counted under another head (so as to avoid any double counting).

"BWT Consent"	means either a detailed planning permission for the BWT Development or outline planning permission in respect of which all reserved matters have been secured for Phase 1
"BWT Development"	means the residential development to be carried out on the BWT Site which must contain at least 150 residential units in its first phase
"BWT Phase 1"	means Phase 1 of the BWT Development which shall contain at least 150 residential units
"BWT S106"	means a deed of planning obligations to be entered into in connection with the BWT Consent
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the SWFT Affordable Housing (or any number of them) in favour of the Chargee
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the SWFT Affordable Housing (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
"Commercial Floorspace"	means all floorspace forming part of the Relevant Development which is not occupied by residential units
"CPI"	means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the LPA may determine, acting reasonably
"Cultural Building"	means any of the buildings marked as: 'Sadler's Wells'; 'BBC CS'; 'London College of Fashion'; and 'V&A East' on the plan attached at Appendix 4
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under paragraph 3.2.1 of Part 2 of this Schedule 1:- (a) in the case of service by delivery by hand of the Default Notice to the LPA's offices at the address specified in clause 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time) during the LPA's office hours of 9am to 5pm on a Working Day, the date on which the Default Notice is so delivered; or

	(b)	in the case of service by using first class registered post to the LPA's offices at the address specified in clause 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time), the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the LPA (by Royal Mail proof of delivery or otherwise)
"Default Notice"		means a notice in writing served on the LPA by the Chargee under paragraph 3.2.1 of Part 2 of this Schedule 1 of the Chargee's intention to enforce its security over the relevant SWFT Affordable Housing
"Delivery Programme"		means a programme for the delivery of the Development, the PML Development, the BWT Development and the RRW Development (including each iteration of such programme) that must include the details listed in paragraph 1.3 of Part 4 to the extent that there is reasonable certainty in respect of such details at the date of each submission of the programme
"Development Viability Information"		means the information required by Formula 1a and Formula 2 being:-
	(a)	Estimated GDV
	(b)	Estimated Build Costs
	(c)	Average London Affordable Rented Housing Value and
	(d)	Average Shared Ownership Housing Value
		and including in each case supporting evidence to the LPA's reasonable satisfaction
"Eligible Purchaser"		means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000
"Eligible Renter"		means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report
"Estimated Build Costs"		means the sum of:-
	(a)	the estimated Build Costs remaining to be incurred at the Relevant Review Date and
	(b)	the actual Build Costs incurred at the Relevant Review Date
"Estimated GDV"		means the price at which a sale of the Open Market Housing Units and, in respect of the Development only, the Commercial Floorspace would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part 3 of this Schedule 1 (excluding any indexation or adjustment for inflation) based on detailed comparable market evidence to be assessed by the LPA and assuming:-

	(a)	a willing seller and a willing buyer
	(b)	that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale
	(c)	that no account is taken of any additional bid by a prospective purchaser with a special interest and
	(d)	that both parties to the transaction have acted knowledgeably, prudently and without compulsion
"External Consultant"		means the external consultant(s) appointed by the LPA to assess the information submitted pursuant to paragraph 2 of Part 3 of this Schedule 1
"Formula 1a"		means the formula identified as "Formula 1a" within the annex to this Schedule 1
"Formula 2"		means the formula identified as "Formula 2" within the annex to this Schedule 1
"GLA"		means the Greater London Authority in its capacity as strategic planning authority for Greater London or any successor in statutory function
"Habitable Room"		means any room within a residential unit the primary use of which is for living, sleeping and/or dining and which expressly includes any room which is used as a kitchen with a floor area of 13 square metres or more, a living room, a dining room or a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 square metres, a bathroom, a toilet, a corridor or a hall
"Household"		means:-
	(a)	in relation to an Eligible Purchaser a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons
	(b)	in relation to an Eligible Renter a person "A", A and all other persons who would, after purchasing a London Living Rent Housing Unit share that London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons
"Household Income"		means:-
	(a)	in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household and
	(b)	relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households
"Initial Marketing Period"		means, in relation to each London Shared Ownership Housing Unit, the first three months of marketing that unit for sale

"Intention Notice"	means a notice in writing served on the Chargee by the LPA under paragraph 3.3 of Part 2 of this Schedule that the LPA is minded to purchase the relevant SWFT Affordable Housing
"Intermediate Housing"	means London Shared Ownership Housing and London Living Rent Housing <u>or such other form of intermediate Affordable Housing (for those Londoners who cannot afford market housing but are ineligible for Low Cost Rented Housing) as may be published in the London Plan or supplementary planning guidance issued by the Mayor from time to time or as may otherwise be agreed between the Developer, the GLA and the LPA from time to time</u>
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:- <ul style="list-style-type: none"> (a) including Service Charges, up to 80 per cent of local market rents and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance
"London Affordable Rented Housing Units"	means the Affordable Housing Units to be made available for London Affordable Rented Housing in accordance with this Agreement
"London Living Rent Housing"	means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:- <ul style="list-style-type: none"> (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice (c) at rents not exceeding the relevant maximum rents published by the GLA annually and (d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above
"London Living Rent Housing Units"	means the Affordable Housing Units to be made available for London Living Rent Housing in accordance with this Agreement
"London Plan"	means the London Plan published in March 2016 as revised from time to time
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
"London Shared Ownership Housing"	means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on

the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):-

- (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the latest London Plan Annual Monitoring Report and
- (b) in respect of each London Shared Ownership Housing Unit, must not exceed 28 per cent of the relevant annual gross income upper limit below (or such other limit as is agreed with the LPA and the GLA from time to time) (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the Initial Marketing Period of the London Shared Ownership Housing Unit:-
 - (i) studio: £66,000 plus X
 - (ii) one-bedroom: £66,000 plus X and
 - (iii) two-bedroom: £90,000 plus X,

where "X" is the percentage equal to the percentage increase from £90,000 to the maximum household income in the latest Annual London Plan Monitoring Report on the date on which the relevant annual housing costs are calculated

and "London Shared Ownership Lease" and "London Shared Ownership Lessee" shall be construed accordingly

"London Shared Ownership Housing Units"	means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with this Agreement
"Low Cost Rented Housing"	means London Affordable Rented Housing and Social Rented Housing
"Mayor's Funding Guidance"	means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance
"Milestones"	means the events listed in the Delivery Programme
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 3.2.1 of Part 2 of this Schedule, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)
"Open Market Housing Units"	means the residential units which are to be sold or let on the open market and which are not Affordable Housing Units
"Option"	means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 3.4 of Part 2 of this Schedule for the purchase of the SWFT Affordable Housing Units

"PML Consent" means either a detailed planning permission for the PML Development or outline planning permission in respect of which all reserved matters have been secured for at least one Phase

"PML Development" means the residential development to be carried out on the PML Site

"PML Phase 1" means the first Phase of the PML Development to contain residential units

"PML S106" means a deed of planning obligations to be entered into in connection with the PML Consent

"Portfolio Affordable Housing" means the residential units that must be provided as Affordable Housing pursuant to paragraph 1.1 of Part 1 of this Schedule

"Portfolio Contribution" means a financial contribution payable by the Developer to satisfy all or part of the Affordable Housing Deficit to be approved by both the GLA and the LPA calculated on the basis of the cost of delivering the requisite additional Affordable Housing as follows:-

$$\text{Portfolio Contribution} = A - B$$

where:-

A = the build costs of providing the Affordable Habitable Rooms required to make up the Affordable Housing Deficit based on up-to-date appropriate comparable evidence of build costs of Affordable Housing on the Portfolio Contribution Comparable Sites which in either case shall include:-

- (i) construction and delivery costs, including preliminary costs, demolition, site clearance and site preparation costs, abnormal costs, provision of on-site infrastructure, contractor's overheads and profits and contingencies
- (ii) finance costs (6.5% of construction and delivery costs)
- (iii) professional fees (10% of construction and delivery costs)
- (iv) marketing costs (3% of construction and delivery costs)
- (v) land costs (calculated on the basis of existing use value of the Portfolio Contribution Comparable Sites)
- (vi) developer profit (6% of Estimated GDV)

B = the value of the Affordable Habitable Rooms required to make up the Affordable Housing Deficit being the sum of:-

- (i) the average value per square metre of Low Cost Rented Housing on the Portfolio Contribution Comparable Sites multiplied by the floor space (in square metres) required to provide the Affordable Habitable Rooms in Low Cost Rented Housing required to make up the Affordable Housing Deficit; and
- (ii) the average value per square metre of Intermediate Housing on the Portfolio Contribution Comparable Sites multiplied by the floor space (in square metres) required to provide the Affordable Habitable Rooms in Intermediate

Housing required to make up the Affordable Housing Deficit

- "Portfolio Contribution Comparable Sites"** means a typical site in the administrative area of the London Borough of Newham on which the Portfolio Contribution could be used to provide the Affordable Habitable Rooms required to make up the Affordable Housing Deficit
- "Portfolio Development Period"** means the period of time from the date falling nine months following the approval of the Delivery Programme to Completion of the RRW Development
- "Portfolio Requirement"** means the requirements at paragraphs 1.1 and 1.2 of Part 1 of this Schedule
- "Portfolio Sites"** means the SWFT Site, the Pudding Mill Site and the RRW Site
- "Priority Band 1"** means in respect of each London Shared Ownership Housing Unit size listed in column 1 of the table below the Eligible Purchaser shall have a Household Income that does not exceed the amount specified in the corresponding row of column 2 or such other figure as is agreed with the LPA and GLA from time to time:-

Column 1: London Shared Ownership Unit Size	Column 2: Maximum Household Income
Studio	£66,000 plus X
1 bed	£66,000 plus X
2 bed	£90,000 plus X

where "X" is the percentage equal to the percentage increase from £90,000 to the maximum household income in the latest Annual London Plan Monitoring Report on the date on which the relevant Household Income is calculated

- "Priority Band 2"** means that the Eligible Purchaser shall have a Household Income that does not exceed the annual gross income upper limit for London Shared Ownership Housing as specified in the most recent London Plan Annual Monitoring Report from time to time such amount being £90,000 as at the date of this Agreement

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

- "Pudding Mill Development"** means the BWT Development and the PML Development

- "Pudding Mill Consent"** means whichever is the earlier to be granted of the BWT Consent and the PML Consent

- "Pudding Mill Residential Building"** means any building comprising part of the Pudding Mill Development and which once completed in accordance with the BWT Consent or the PML Consent (as applicable) will comprise at least 150 residential units

- "Pudding Mill Substantial Implementation"** means the occurrence of all of the following in respect of the Pudding Mill Development:

		<u>(a) completion of all ground preparation works of any Pudding Mill Residential Building</u>
		<u>(b) construction of the ground floor slab of any Pudding Mill Residential Building and</u>
		<u>(c) letting of a contract for the construction of any Pudding Mill Residential Building</u>
"Purchased LLR Unit"		means any London Living Rent Housing Unit which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraph 4 of Part 2 of this Schedule
"Regulator of Social Housing"		means the Regulator of Social Housing established under Part 2 of the Housing and Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation
"Relevant Development"		means the Pudding Mill Development, the RRW Development, or the Development as the context so requires
"Relevant Review Date"		means the date of the submission of the Development Viability Information in respect of either the Development, the Pudding Mill Development, or the RRW Development as appropriate
"Relevant Site"		means the Pudding Mill Site, the RRW Site, or the SWFT Site as the context so requires
"Relevant Substantial Implementation"		means RRW Substantial Implementation or SWFT Substantial Implementation <u>or Pudding Mill Substantial Implementation</u> as the context so requires
"Rent Guidance"		means the Guidance on Rents for Social Rented Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation
"Rent Standard"		means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation
"RRW Consent"		means either a detailed planning permission for the RRW Development or an outline planning permission together with the reserved matters approvals for at least one Phase
"RRW Development"		means the residential development to be carried out on the RRW Site
		<u>"RRW Phase 1"</u> means the first phase of the RRW Development to contain residential units
"RRW Release Request"		means a request by the Developer under paragraph 6.1 of Part 1
"RRW S106"		means a deed of planning obligations to be entered into in connection with the RRW Consent

"RRW Substantial Implementation"	means the occurrence of all of the following in respect of the RRW Development:- <ul style="list-style-type: none"> (a) completion of all ground preparation works of any building that includes residential units forming part of the RRW Development (b) construction of the ground floor slab of any building that includes residential units forming part of the RRW Development and (c) letting of a contract for the construction of any building that includes residential units forming part of the RRW Development
"RTA Purchaser"	means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit
"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents
"Staircasing"	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and "Staircased" shall be construed accordingly
"Substantial Implementation Target Date"	means:- <ul style="list-style-type: none"> (a) in respect of the Development the date 24 months from but excluding the date of grant of the Planning Permission; and (b) in respect of the RRW Development the date 36 months from but excluding the date of grant of the RRW Consent; <u>and</u> (c) <u>in respect of the Pudding Mill Development the date 36 months from but excluding the date of grant of the Pudding Mill Consent</u>
"Sums Due"	means all sums due to a Chargee of the SWFT Affordable Housing pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"SWFT Affordable Housing"	means 35% by Habitable Room of the residential units forming part of the Development to be provided as Intermediate Housing, subject to Part 3 and "SWFT Affordable Housing Units" shall be construed accordingly
"SWFT Substantial Implementation"	means the occurrence of all of the following in respect of the Development:- <ul style="list-style-type: none"> (a) completion of all ground preparation works of any Cultural Building (b) construction of the ground floor slab of any Cultural Building and (c) letting of a contract for the construction of any Cultural Building

"Target Rents" means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time

"Viability Review" means a review of the viability of the Relevant Development and the proposed provision of Affordable Housing in accordance with Part 3 of this schedule

"Works of Development" means "development" as that term is defined in section 55(1) of the 1990 Act but excluding works of or relating to site investigations, site security or maintenance, or repairs associated with any works from time to time or any other "development" which is expressly excluded from this definition with the agreement of the LPA

PART 1

PORTFOLIO SITE REQUIREMENTS

1. PROVISION OF AFFORDABLE HOUSING WITHIN THE PORTFOLIO SITES

1.1 Not less than 50% of the residential dwellings to be provided as part of the Development, the Pudding Mill Development and the RRW Development (in aggregate) shall be provided as Affordable Housing and such percentage shall be calculated on a Habitable Rooms basis.

1.2 At least 30% of the Portfolio Affordable Housing shall be provided as Low Cost Rented Housing and, subject to Part 3, the remainder shall be provided as Intermediate Housing.

2. PUDDING MILL LANE

2.1 The Developer covenants that no Works of Development shall take place on the PML Site unless such Works of Development are pursuant to a planning permission which is subject to a deed of planning obligations made pursuant to section 106 of the 1990 Act which binds the freehold interest(s) that comprise the PML Site and which contains at least the following provisions:-

2.1.1 that at least 40% of the residential units, calculated on a Habitable Rooms basis, within the PML Development are to be provided as Affordable Housing;

2.1.2 that at least 30% of the Affordable Housing Units in the PML Development shall be provided as Low Cost Rented Housing and, subject to Part 3, the remainder shall be provided as Intermediate Housing;

2.1.3 that the Developer shall use Reasonable Endeavours to ensure that the Affordable Housing Units provided within the PML Development are dispersed both within each phase of the PML Development and throughout the PML Development as a whole;

2.1.4 that no more than 75% of the Open Market Housing Units in the PML Development shall be occupied until either the AH Confirmation or the Alternative AH Strategy is Approved;

2.1.5 that no more than 50% of the Open Market Housing Units in the PML Development shall be occupied until 60% of the Affordable Housing Units in the PML Development have been provided and made ready for occupation;

2.1.6 that no more than 70% of the Open Market Housing Units in the PML Development shall be occupied until 80% of the Affordable Housing Units in the PML Development have been provided and made ready for occupation; and

2.1.7 that no more than 85% of the Open Market Housing Units in the PML Development shall be occupied until 100% of the Affordable Housing Units in the PML Development have been provided and made ready for occupation.

2.2 The Developer covenants that no Works of Development shall take place on the BWT Site unless such Works of Development are pursuant to a planning permission which is subject to a deed of planning obligations made pursuant to section 106 of the 1990 Act which binds the freehold interest(s) that comprise the BWT Site and which contains at least the following provisions:-

2.2.1 that at least 50% of the residential units, calculated on a Habitable Rooms basis, within the BWT Development are to be provided as Affordable Housing;

2.2.2 that at least 30% of the Affordable Housing Units in the PML Development shall be provided as Low Cost Rented Housing and, subject to Part 3, the remainder shall be provided as Intermediate Housing;

2.2.3 notwithstanding the requirements of paragraph 2.2.1 and 2.2.2 above, that within BWT Phase 1 50% of the residential units shall be provided as Affordable Housing Units and of those at least 60% shall be Low Cost Rented Housing with the remainder being Intermediate Housing (subject to Part 3);

2.2.4 that the Developer shall use Reasonable Endeavours to ensure that the Affordable Housing Units provided within the BWT Development are dispersed both within each phase of the BWT Development and throughout the BWT Development as a whole;

2.2.5 that no more than 56% of the Open Market Housing Units in the BWT Development shall be occupied until 52% of the Affordable Housing Units in the BWT Development have been provided and made ready for occupation;

2.2.6 that no more than 78% of the Open Market Housing Units in the BWT Development shall be occupied until 69% of the Affordable Housing Units in the BWT Development have been provided and made ready for occupation; and

2.2.7 that no more than 87% of the Open Market Housing Units in the BWT Development shall be occupied until 100% of the Affordable Housing Units in the BWT Development have been provided and made ready for occupation.

3. RICK ROBERTS WAY

3.1 Subject to paragraph 4, the Developer covenants that no Works of Development shall take place on the RRW Site unless such Works of Development are pursuant to a planning permission which is subject to a deed of planning obligations made pursuant to section 106 of the 1990 Act which binds the freehold interest(s) which comprise the RRW Site and which contains at least the following provisions:-

3.1.1 a requirement to provide a sufficient number of Affordable Housing Units within the RRW Development in order to achieve the Portfolio Requirement;

3.1.2 that the Developer shall use Reasonable Endeavours to ensure that the Affordable Housing Units provided within the RRW Development are dispersed both within each phase of the RRW Development and throughout the RRW Development as a whole;

3.1.3 that no more than 20% of the Open Market Housing Units in the RRW Development shall be occupied until 50% of the Affordable Housing Units in the RRW Development have been provided and made ready for occupation;

3.1.4 that no more than 35% of the Open Market Housing Units in the RRW Development shall be occupied until 75% of the Affordable Housing Units in the RRW Development have been provided and made ready for occupation; and

3.1.5 that no more than 50% of the Open Market Housing Units in the RRW Development shall be occupied until 100% of the Affordable Housing Units in the RRW Development have been provided and made ready for occupation.

4. ALTERNATIVE PORTFOLIO SITES AFFORDABLE HOUSING PROVISION

4.1 If either:-

4.1.1 the Developer can demonstrate to the reasonable satisfaction of both the LPA and the GLA that it cannot reasonably provide the required number of Affordable Housing Units within the RRW Development so as to satisfy the Portfolio Requirement (PROVIDED THAT the viability of the RRW Development shall not be a factor in

determining whether the required number of Affordable Housing Units can be provided within the RRW Development so as to satisfy the Portfolio Requirement); or

4.1.2 a RRW Release Request has been approved by the LPA and the GLA,

the Developer shall submit to the LPA and the GLA for approval the Alternative AH Strategy

4.2 The Alternative AH Strategy will provide for the provision of Affordable Housing Units in order to make up the Affordable Housing Deficit in the following order of priority:-

4.2.1 firstly by the provision of Affordable Housing Units on the Pudding Mill Site in addition to the Affordable Housing Units already required under this Agreement, the PML S106, the BWT S106 and any Viability Review;

4.2.2 secondly by the provision of Affordable Housing Units on other sites owned by LLDC PROVIDED ALWAYS that any such provision must be in addition to the provision of Affordable Housing required by planning policy for the redevelopment of those sites;

4.2.3 thirdly by the provision of Affordable Housing Units on sites within the administrative area of the LLDC PROVIDED ALWAYS that any such provision must be in addition to the provision of Affordable Housing required by planning policy for the redevelopment of those sites;

4.2.4 fourthly by the provision of Affordable Housing Units on sites within the administrative area of the London Borough of Newham PROVIDED ALWAYS that any such provision must be in addition to the provision of Affordable Housing required by planning policy for the redevelopment of those sites; and

4.2.5 fifthly the payment of the Portfolio Contribution PROVIDED THAT payment of the Portfolio Contribution will only be acceptable if the Developer can demonstrate to the reasonable satisfaction of both the LPA and the GLA no earlier than the occupation of more than 60% of the Open Market Housing Units in the Pudding Mill Development (or such other date as is agreed with the LPA and the GLA) that the Affordable Housing Deficit cannot be provided using the four measures in 4.2.1 to 4.2.4 (inclusive).

4.3 Following Approval of the Alternative AH Strategy the Developer shall enter into a deed of planning obligations pursuant to section 106 of the 1990 Act in order to secure the provision of the Affordable Housing Deficit as per the Approved Alternative AH Strategy including any modifications to this Agreement (including but not limited to any modifications required in relation to paragraph 3 above) and no Works of Development shall take place on the RRW Site until such deed of planning obligations has been entered into.

4.4 In the event that any Portfolio Contribution is paid to the LPA then any such contribution shall only be spent on the provision of Affordable Housing within the administrative area of the LLDC and the London Borough of Newham.

5. MARKETING OF LONDON SHARED OWNERSHIP UNITS

5.1 The Developer covenants in respect of each Relevant Development as follows:-

5.1.1 that for each Phase during the Initial Marketing Period each London Shared Ownership Housing Unit within that Phase shall be marketed for sale exclusively to Eligible Purchasers who are within Priority Band 1; and

5.1.2 following the expiry of the period referred to in sub-paragraph 5.1.1 each London Shared Ownership Housing Unit that has not been sold shall be marketed for sale only to Eligible Purchasers who are within Priority Band 2.

5.2 The Developer covenants that the London Shared Ownership Housing Units in each Relevant Development shall not be Occupied unless the requirements of paragraph 5.1 has been complied with.

6. RRW RELEASE REQUEST

6.1 If the Developer is of the view that there is no reasonable prospect of commencing the RRW Development before the occupation of 60% of the Open Market Housing Units in the Pudding Mill Development, it may submit an RRW Release Request to the LPA and the GLA for approval in accordance with the following provisions of this Paragraph 6.

6.2 The RRW Release Request must set out a full justification of the Developer's view that there is no reasonable prospect of commencing the RRW Development before the occupation of 60% of the Open Market Housing Units in the Pudding Mill Development.

6.3 The RRW Release Request must not include as a justification and the LPA and the GLA shall not take into consideration when determining whether to approve an RRW Release Request the viability of the RRW Development.

6.4 Not later than 10 Working Days of receipt of an RRW Release Request, the GLA and/or the LPA may notify the Developer that the GLA and/or the LPA requires further evidence or information from the Developer in order to consider the RRW Release Request.

6.5 The GLA and the LPA may make further requests for evidence or information from the Developer until, in their reasonable opinion, they have all of the necessary evidence and information to consider the RRW Release Request.

6.6 Not later than (a) 30 Working Days after receipt of an RRW Release Request or (b) if the GLA and/or the LPA has made a request for information or evidence under paragraph 6.4 or paragraph 6.5, 30 Working Days after receipt of the last piece of information or evidence requested, each of the LPA and the GLA shall, each acting reasonably, determine (and notify the Developer in writing of) whether that RRW Release Request is approved.

PART 2

DELIVERY OF AFFORDABLE HOUSING WITHIN THE DEVELOPMENT

1. SWFT AFFORDABLE HOUSING

1.1 The Developer shall not Occupy more than ~~50~~⁶⁵% of the Open Market Housing Units within the Development until 60% of the SWFT Affordable Housing has been completed and is ready for Occupation.

1.2 The Developer shall not Occupy more than 70% of the Open Market Housing Units within the Development until 80% of the SWFT Affordable Housing has been completed and is ready for Occupation.

1.3 The Developer shall not Occupy more than 90% of the Open Market Housing Units within the Development until 100% of the SWFT Affordable Housing has been completed and is ready for Occupation.

1.4 The Developer shall not Occupy more than ~~70~~⁸⁵% of the Open Market Housing Units within the Development until:-

1.4.1 the Pudding Mill Consent has been granted; and

1.4.2 the earliest date on which any building that includes residential units within BWT Phase 1 or PML Phase 1 or RRW Phase 1 has been constructed to ground floor slab.

1.5 The Developer shall use reasonable endeavours to ensure that the SWFT Affordable Housing is dispersed throughout the Outline Element and each Phase within which SWFT Affordable Housing is provided.

2. USE AS AFFORDABLE HOUSING

The Developer covenants that it shall not Occupy the SWFT Affordable Housing Units for any purpose other than as Intermediate Housing or Low Cost Rented Housing.

3. EXCLUSION OF LIABILITY

3.1 The obligations and restrictions contained in this schedule shall not bind:-

3.1.1 any RTA Purchaser;

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

3.1.3 any London Shared Ownership Housing Unit where the London Shared Ownership Lessee has acquired 100% of the equity in such unit through Staircasing; or

3.1.4 any Chargee.

3.2 In order to benefit from the protection granted by paragraph 3.1.4, a Chargee must:-

3.2.1 serve a Default Notice on the LPA pursuant to the requirements of Clause 7 addressed to the Director of Planning Policy and Decisions of the LPA prior to seeking to dispose of the relevant SWFT Affordable Housing Units;

3.2.2 when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant SWFT Affordable Housing Units; and

3.2.3 subject to paragraph 3.6 below, not exercise its power of sale over or otherwise dispose of the relevant SWFT Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 3.4 below.

3.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the LPA may serve an Intention Notice on the Chargee.

3.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will grant the LPA (and/or the LPA's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant SWFT Affordable Housing Units which shall contain the following terms:-

3.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

3.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 3.5.2 below or determined in accordance with paragraph 3.6 below;

3.4.3 provided that the purchase price has been agreed in accordance with paragraph 3.5.2 below or determined in accordance with paragraph 3.6 below, but subject to paragraph 3.4.4 below, the LPA (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant SWFT Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

3.4.4 the Option will expire upon the earlier of (i) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and

3.4.5 any other terms agreed between the parties to the Option (acting reasonably).

3.5 Following the service of the Intention Notice:-

3.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the LPA (or its nominated substitute Affordable Housing Provider) in relation to the relevant SWFT Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

3.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant SWFT Affordable Housing Units, which shall be the higher of:-

(a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant SWFT Affordable Housing Units contained in this schedule 1; and

(b) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

3.6 On the date falling 10 Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 3.5.2(a) above:-

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

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

3.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.5.2(a) above, due regard being had to all the restrictions imposed upon the relevant SWFT Affordable Housing Units by this Agreement;

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

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

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

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

3.7 The Chargee may dispose of the relevant SWFT Affordable Housing Units free from the obligations and restrictions contained in paragraphs 1 to 3 of Part 2 of this Schedule which shall determine absolutely in respect of those SWFT Affordable Housing Units (but subject to any existing tenancies) if:-

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

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

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

3.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 3.2 to 3.7 above (inclusive).

4. LONDON LIVING RENT HOUSING UNITS

4.1 At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.

4.2 If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 4.1 above, the Developer shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.

4.3 On the 10 anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that given time of that unit has not elected to acquire that unit, the Developer may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT the sale shall only complete after the termination of the current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).

4.4 On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 4.2 or 4.3 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.

4.5 The Developer shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant Shared Ownership Lessee has Staircased to 100 per cent equity.

PART 3

VIABILITY REVIEWS

1. VIABILITY REVIEW TRIGGER

1.1 In respect of each ~~of the Development and the RRW~~ Relevant Development, the Developer shall notify the LPA in writing of the date on which it considers that the Relevant Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether the Relevant Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.2 No later than five Working Days after receiving a written request from the LPA, the Developer shall provide to the LPA any additional documentary evidence reasonably requested by the LPA to enable it to determine whether the Relevant Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

1.3 Following the Developer's notification pursuant to paragraph 1.1 of this Part 3, the Developer shall afford the LPA access to the Relevant Site to inspect and assess whether or not the works which have been undertaken achieve the Relevant Substantial Implementation PROVIDED ALWAYS THAT the LPA shall:-

1.3.1 provide the Developer with reasonable written notice of its intention to carry out such an inspection;

1.3.2 comply with relevant health and safety legislation; and

1.3.3 at all times be accompanied by the Developer or its agent.

1.4 No later than 20 Working Days after the LPA receives

1.4.1 notice pursuant to paragraph 1.1 of this Part 3; or

1.4.2 if the LPA makes a request under paragraph 1.2 of this Part 3, the additional documentary evidence,

the LPA shall inspect the Relevant Site and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether or not the LPA considers that the Relevant Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5 If the LPA notifies the Developer that the LPA considers that the Relevant Substantial Implementation has not been achieved then this Part 3 shall continue to apply mutatis mutandis until the LPA has notified the Developer pursuant to paragraph 1.4 of this Part 3 that the Relevant Substantial Implementation has been achieved.

1.6 The Developer shall not Occupy each Relevant Development or any part thereof until:-

1.6.1 ~~in respect of each of the Development and the RRW Development,~~ the LPA has notified the Developer pursuant to paragraph 1.4 of this Part 3 that the Relevant Substantial Implementation has been achieved on or before Substantial Implementation Target Date;

1.6.2 the LPA has notified the Developer pursuant to paragraph 3.4 of this Part 3 that no Additional Affordable Housing in the Relevant Development is required; or

1.6.3 if the LPA notifies the Developer pursuant to paragraph 3.4 of this Part 3 that Additional Affordable Housing in the Relevant Development is required, an Additional

Affordable Housing Scheme for the Relevant Development has been approved pursuant to paragraph 3.5 of this Part 3.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 In respect of each ~~of the Development and the RRW~~ Relevant Development, where the Relevant Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the LPA under paragraph 1.4 of this Part 3 or pursuant to dispute resolution in accordance with Clause 11):-

2.1.1 the Developer shall submit the following information to the LPA by no later than 20 Working Days after the date on which the Developer is notified pursuant to paragraph 1.4, on the basis that the LPA may make such information publicly available:-

- (a) the Development Viability Information;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and
- (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme; and

2.1.2 paragraphs 3 and 4 of this Part 3 shall apply.

~~2.2 In respect of the Pudding Mill Development the Developer shall submit the following information to the LPA within 20 Working Days of the second anniversary of the earlier of the grant of the PML Consent and the grant of the BWT Consent (but not earlier than one month before this second anniversary), on the basis that the LPA may make such information publicly available:-~~

~~2.2.1 the Development Viability Information;~~

~~2.2.2 a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and~~

~~2.2.3 where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme;~~

~~and paragraphs 3 and 4 of this Part 3 shall apply.~~

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 In respect of each Relevant Development, the LPA shall assess the information submitted pursuant to paragraph 2 of this Part 3 and assess whether in its view Additional Affordable Housing is required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the LPA will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Developer.

3.2 The LPA may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part 3.

3.3 In the event that the LPA and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Developer shall provide any reasonably required information to the LPA or any External Consultant (as applicable and with copies to the other parties)

within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA and/or any External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing is required to be delivered in accordance with Formula 1a and Formula 2.

3.4 When the LPA or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of this Part 3, the LPA shall notify the Developer in writing of the LPA's decision as to whether any Additional Affordable Housing is required and whether the submitted Additional Affordable Housing Scheme is approved.

3.5 Where the LPA concludes that Additional Affordable Housing is required but the Developer's initial submission concluded otherwise, the Developer shall provide an Additional Affordable Housing Scheme to the LPA for approval (such approval not to be unreasonably withheld or delayed) within 20 Working Days of the date on which it receives the LPA's notice pursuant to paragraph 3.4 of this Part 3.

3.6 If an Additional Affordable Housing Scheme is submitted to the LPA pursuant to paragraph 3.5 above, the LPA shall notify the Developer in writing of its decision as to whether the submitted Additional Affordable Housing Scheme is approved.

3.7 If the LPA's assessment pursuant to paragraph 3.4 of this Part 3 concludes that:-

3.7.1 a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing pursuant to Formula 2; or

3.7.2 a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of units of Additional Affordable Housing pursuant to Formula 2; .

then in either scenario the Developer shall pay any such surplus profit allocable to any incomplete units of Additional Affordable Housing to the LPA as a financial contribution towards offsite Affordable Housing.

3.8 If the LPA's assessment pursuant to paragraph 3.4 of this Part 3 concludes that in relation to the RRW Development a surplus profit arises following the application of Formula 1a, but it is not considered possible to deliver part or all of the Additional Affordable Housing pursuant to Formula 2 as

3.8.1 the tenure split of the Affordable Housing in the RRW Development delivers 80% of the Affordable Housing Units as Low Cost Rented Housing (PROVIDED THAT the Portfolio Requirement has already been satisfied); and

3.8.2 a contract has been entered into for the delivery of the Pudding Mill Development (or part thereof) and a planning application has been submitted in respect of a Pudding Mill Consent, and where procurement relating to the Pudding Mill Development has commenced and the Developer can demonstrate through submission of evidence to the Local Planning Authority that it has explored all the potential options and that there is no reasonable prospect to provide any Additional Affordable Housing on the Pudding Mill Development and this is approved by the Local Planning Authority acting reasonably; and

3.8.3 the Developer can demonstrate through submission of evidence to the Local Planning Authority that provision of Additional Affordable Housing would be prejudicial to the Delivery Programme and viability of the Pudding Mill Development, and this is approved by the Local Planning Authority acting reasonably,

then the Developer shall pay any such surplus profit to the LPA as a financial contribution towards offsite Affordable Housing.

3.9 Notwithstanding the conclusion of any Viability Review the Developer shall not be required to provide:-

3.9.1 more than 35% of the residential units in the Development as Affordable Housing (calculated by Habitable Room) PROVIDED THAT (subject to paragraph 3.7 and sub-paragraphs 3.9.2 and 3.9.3 below) if there is remaining surplus profit after this cap is achieved, this remaining surplus profit will be used to provide Additional Affordable Housing in the Pudding Mill Development and/or the RRW Development in addition to any Additional Affordable Housing required following a Viability Review in relation to the Pudding Mill Development and/or the RRW Development;

3.9.2 more than 40% of the residential units in the Pudding Mill Development as Affordable Housing (calculated by Habitable Room) PROVIDED THAT the tenure split of the Affordable Housing in the Pudding Mill Development accords with the Affordable Housing Tenure Split and FURTHER PROVIDED THAT (subject to paragraph 3.7) if there is remaining surplus profit after this cap is achieved, this remaining surplus profit will be used either: (i) to provide Additional Affordable Housing in the RRW Development in addition to any Additional Affordable Housing required following a Viability Review in relation to the RRW Development; or (ii) to provide further Additional Affordable Housing in the Pudding Mill Development over and above the said cap (BUT SUBJECT ALWAYS to the overall cap specified in paragraph 3.9.3 below); nor

3.9.3 more than 50% of the residential units in the Development, the Pudding Mill Development and the RRW Development (in aggregate) as Affordable Housing (calculated by Habitable Room) PROVIDED THAT the tenure split of the Affordable Housing in the Development, the Pudding Mill Development and the RRW Development (in aggregate) accords with the Affordable Housing Tenure Split.

3.10 The Developer shall pay the LPA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Part 3 including those of the External Consultant within 20 Working Days of receipt of a written request for payment, provided that any such request is made no later than six months after the notification given pursuant to paragraph 3.4 or, if applicable, paragraph 3.7.

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

4.1 In respect of each Relevant Development, where it is determined pursuant to paragraph 3.4 of this Part 3 that Additional Affordable Housing is required to be provided, the requirements of this Schedule shall apply to the Additional Affordable Housing in the same way that it applies to the remainder of the Affordable Housing to be provided in the Relevant Development and in any event the Developer shall not Occupy more than 80% of the Open Market Housing Units within the Relevant Site to which the relevant Viability Review relates unless and until it has paid any remaining surplus profit pursuant to paragraph 3.7 of this Part 3.

4.2 The Parties agree that the terms of Part 2 of this Schedule 1 shall apply mutatis mutandis to the provision and use of any Additional Affordable Housing.

5. PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Developer following the application of Formula 2.

6. MONITORING

6.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the LPA shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

6.2 The Parties acknowledge and agree that the LPA shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of each Additional Affordable Housing Scheme pursuant to paragraph 3.4 or 3.6 of this Part 3 or, if an Additional Affordable Housing Scheme is not required by the LPA, the conclusion of each assessment under paragraph 3.4 of this Part 3:-

6.2.1 the number and tenure of the Additional Affordable Housing by unit numbers and Habitable Room (if any);

6.2.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and

6.2.3 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.7 of this Part 3.

PART 4

DELIVERY PROGRAMME

1. DELIVERY PROGRAMME

1.1 The Developer shall submit a Delivery Programme to the LPA and the GLA for approval as soon as reasonably practicable following the date of this Agreement and in any event by not later than 31 December 2019.

1.2 The Developer shall not Commence the Outline Element until a Delivery Programme has been approved by both the LPA and the GLA.

1.3 The following details are required in a Delivery Programme:-

1.3.1 a strategy, phasing plans and a programme in order to ensure the timely delivery of the Portfolio Requirement;

1.3.2 timescales for applications to be made for the PML Consent, the BWT Consent, the RRW Consent and all reserved matters approvals required under the Planning Permission, the PML Consent, the BWT Consent and the RRW Consent;

1.3.3 timescales for commencement of each Relevant Development and for provision of the residential units on each Portfolio Site; and

1.3.4 milestones for delivery of the Portfolio Affordable Housing.

1.4 Where the Delivery Programme first approved by the LPA and the GLA does not contain all the details in paragraph 1.3 above, the Developer shall when providing each update under paragraph 2.1 below submit to the LPA and the GLA for approval a further iteration of the Delivery Programme until all of the details required in paragraph 1.3 above have been provided and approved

1.5 Subject to paragraph 1.5 of this Part 4 the Developer shall Comply with the latest Delivery Programme approved by the LPA and the GLA during the development of the Portfolio Sites.

1.6 Where the Developer anticipates that it may not be able to Comply with the latest Delivery Programme approved it shall submit a revised Delivery Programme to the LPA and the GLA for Approval by the LPA and the GLA.

1.7 Where a revised Delivery Programme is Approved by both the LPA and the GLA pursuant to paragraph 1.6 of this Part 4 the Developer shall thereafter Comply with the revised Delivery Programme and paragraph 1.5 shall apply mutatis mutandis.

1.8 The LPA, the Developer and the GLA shall act reasonably in relation to the submission and approval of the Delivery Programme (including any revised Delivery Programme). The Developer shall act reasonably in relation to Compliance with the Delivery Programme and the LPA shall act reasonably in relation to enforcement of Compliance with the Delivery Programme.

1.9 Any dispute between the LPA, the Developer and the GLA in relation to the Delivery Programme, including its approval and Compliance with it, may be referred to the Mayor of London's Chief of Staff by any of those parties for resolution and Clause 11 of this Agreement shall not apply to any such dispute.

1.10 The decision of the Mayor of London's Chief of Staff in relation to any dispute referred to him under paragraph 1.9 above shall be final and binding on the LPA, the Developer and the GLA.

2. DELIVERY PROGRAMME MONITORING

2.1 Throughout the Portfolio Development Period the Developer shall update the LPA and GLA no less than once every 12 months unless otherwise agreed in writing with the LPA and the GLA, and the GLA in the

LLDC Policy Liaison meeting every 6 months or more frequently if required by the Mayor of London, in a format to be agreed between the Parties, such update to include:-

- 2.1.1 confirmation of which Milestones have been achieved to date;
- 2.1.2 which Milestones it is anticipated will be achieved before the next update;
- 2.1.3 whether it is anticipated that any Milestones will not be achieved in accordance with the latest Delivery Programme approved and, if so, what the likely delay is anticipated to be;
- 2.1.4 any other details reasonably requested by the LPA and the GLA.

ANNEX TO SCHEDULE 1

FORMULA 1a (Surplus profit available for additional on-site affordable housing)

$$\text{"Surplus profit"} = ((A - B) - (D - E)) - P$$

Where:-

A = Estimated GDV (£)

B = $A \div (C + 1)$

C = Percentage change in the Land Registry House Price Index for new build properties for the LPA's administrative area from the date of grant of the Planning Permission, the Pudding Mill Consent or the RRW Consent (as appropriate) to the Relevant Review Date (using the latest index figures publicly available) (%)

D = Estimated Build Costs (£)

E = $D \div (F + 1)$

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from the date of the grant of the Planning Permission, the Pudding Mill Consent or the RRW Consent (as appropriate) to the Relevant Review Date (using the latest index figures publicly available) (%)

P = $(A - B) * Y$

Y = 17.5%, being developer profit as a percentage of GDV (%)

Notes:

(A – B) represents the change in GDV of the private residential component (and the Commercial Floorspace for the Development only) of the Relevant Development from the date of grant of the planning permission for the Relevant Development (which date, for the avoidance of doubt, in the case of the Pudding Mill Development is the date of grant of the Pudding Mill Consent) to the date of review.

(D – E) represents the change in build costs of the private residential component (and the Commercial Floorspace for the Development only) of the Relevant Development from the date of grant of the planning permission for the Relevant Development (which date, for the avoidance of doubt, in the case of the Pudding Mill Development is the date of grant of the Pudding Mill Consent) to the date of review.

FORMULA 2 (Additional affordable housing)

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

X = $(E \div (C - B)) \div D$

Where:-

B = Average London Affordable Rented Housing Value for the Relevant Development (£ per m²)

C = Average Shared Ownership Housing Value for the Relevant Development (£ per m²)

D = Average Habitable Room size for the Relevant Development as established in the relevant reserved matters approval

E = Surplus profit available for Additional Affordable Housing in the Relevant Development as determined in Formula 1a (£)

Notes:

(C – B) represents the difference in average value of London Shared Ownership Housing in the Relevant Development per m² and average value of London Affordable Rented Housing in the Relevant Development per m² (£)

$E \div (C - B)$ represents the additional London Affordable Rented Housing requirement (m²)

SCHEDULE 2

REMEDIATION FORUM AND CONSTRUCTION TRANSPORT MANAGEMENT GROUP

DEFINITIONS

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

"Alternative Construction Management Group"	means a construction management group established for the Development by the Developer and operating on substantially the same basis as the Construction Transport Management Group
"Alternative Remediation Forum"	means a remediation forum established for the Development by the Developer and operating on substantially the same basis as the Remediation Forum
"Construction Transport Management Group"	means the existing group established under the LCS to discuss coordination of operational construction management and logistics interfaces between contractors and development zones
"LCS"	means the Legacy Communities Scheme which is planning permission for legacy development (LPA ref. 11/90621/OUTODA as varied by ref: 14/00036/VAR and 17/00236/VAR and 18/00471/VAR)
"Remediation Forum"	means the existing forum established under LCS for the reporting and discussion of contamination and remediation issues to ensure the procedure set out in the code of construction practice and the global remediation strategy is followed in line with the remediation protocol

1. REMEDIATION FORUM AND THE CONSTRUCTION TRANSPORT MANAGEMENT GROUP - DETAILED ELEMENT

1.1 This Paragraph 1 applies to the Detailed Element only.

1.2 Prior to Commencement of the Detailed Element the Developer covenants that it shall become a member at its own cost of the Remediation Forum.

1.3 Subject to Paragraph 1.6 below, the Developer covenants that it shall remain a member of the Remediation Forum until Completion of the Development of the Detailed Element

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

1.5 Subject to Paragraph 1.6 below, the Developer covenants that it shall remain a member of the Construction Transport Management Group until Completion of the Detailed Element.

1.6 In the event that both or either of the Remediation Forum and/or the Construction Transport Management Group cease to exist, the Developer shall be required to establish and operate for the remainder of the construction of the Detailed Element the Alternative Remediation Forum and/or the Alternative Construction Management Group (as applicable) as soon as reasonable practicable.

2. REMEDIATION FORUM AND THE CONSTRUCTION TRANSPORT MANAGEMENT GROUP - OUTLINE ELEMENT

2.1 This Paragraph 2 applies to the Outline Element only.

2.2 Prior to Commencement of the Outline Element the Developer covenants that it shall become a member at its own cost of the Remediation Forum.

2.3 Subject to Paragraph 2.6 below, the Developer covenants that it shall remain a member of the Remediation Forum until Completion of the Outline Element.

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

2.5 Subject to Paragraph 2.6 below, the Developer covenants that it shall remain a member of the Construction Transport Management Group until Completion of the Outline Element.

2.6 In the event that both or either of the Remediation Forum and/or the Construction Transport Management Group cease to exist, the Developer shall be required to establish and operate for the remainder of the construction of the Outline Element the Alternative Remediation Forum and/or the Alternative Construction Management Group (as applicable) as soon as reasonable practicable.

SCHEDULE 3

LOCAL EMPLOYMENT

DEFINITIONS

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

"Agreed Targets"	means the targets detailed in paragraph 1.1 and paragraph 2.2 (as applicable)
"Alternative Employment and Training Programme"	means an employment and training programme established for the Development by the Developer and operating on substantially the same basis as the East Works Programme
"Construction Contract"	means both Tier 1 Contracts and Tier 2 Contracts
"East Works Programme"	means LLDC's programme East Works for delivering a range of employment and skills initiatives aimed at local residents, in partnership with the DE Building Occupiers
"Employment Strategy"	means a strategy setting out fair employment policies (which include employment targets) prepared having regard to relevant planning policies
"Local Resident"	means a resident of one of the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest
"London Living Wage"	means the minimum amount (currently £10.55 (ten pounds and fifty five pence)) of pay per hour that all workers in London should receive, as published from time to time by the Living Wage Foundation
"Qualifying Retail Units"	means Retail Units of 350 square metres net sales area or greater
"Specialist Jobs"	means:- (a) BBC Symphony orchestra singers, chorus, musicians and technicians (b) V&A curators (c) University of the Arts London and London College of Fashion academics, technicians and international posts
"Tier 1 Contracts"	means those direct construction contracts between the Developer and a third party construction contractor who directly covenants with the Developer for the construction of the Development
"Tier 2 Contracts"	means those construction contracts entered into between the Tier 1 Contract contractors and its immediate supply chain contractors for the purposes of constructing the

Development

1. CONSTRUCTION JOBS TARGET

1.1 The Developer shall use Reasonable Endeavours to meet the following targets in respect of construction jobs at the Development during construction:

Construction jobs	At least 30% of the construction workforce to be a Local Resident
Construction apprenticeships	At least 5% of the construction workforce to be apprentices working towards an NVQ or equivalent and of these at least 50% shall be a Local Resident
Construction jobs	At least 50% of the construction workforce to be from a black, Asian or minority ethnic background
Construction jobs	At least 50 5% of the construction workforce to be women
Construction jobs	At least 5% of the construction workforce to be disabled

and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to seeking to obtain an obligation in any Construction Contract requiring the contractor of the Tier 1 Contract and the contractor of the Tier 2 Contract to use Reasonable Endeavours to meet the job targets specified in this paragraph and to pay at least the London Living Wage as required by paragraph 4.

2. END-USE JOBS TARGET

2.1 The obligations contained in paragraph 2.2 are subject to the following:-

2.1.1 they apply to the Detailed Element and Qualifying Retail Units only; and

2.1.2 each DE Building Occupier and Qualifying Retail Unit Occupier shall only be liable to perform and Comply with the obligations in paragraph 2.2 in respect of the DE Building or Qualifying Retail Unit (as applicable) over which that respective DE Building Occupier or Qualifying Retail Unit Occupier has a legal interest in land.

2.2 Subject to paragraph 2.3 and save in respect of Specialist Jobs the Developer shall use Reasonable Endeavours to meet the following targets in respect end-use jobs in each DE Building:-

2.2.1 a total of between 25% and 85% of the employees to be a Local Resident;

2.2.2 at least 5% of the employees in end-use jobs to be apprentices working towards an NVQ or equivalent and of these at least 50% shall be a Local Resident;

2.2.3 at least 50% of the workforce to be from a black, Asian or minority ethnic background;

2.2.4 at least 50% to be women; and

2.2.5 at least 5% to be disabled.

2.3 In respect of the BBC Building only the obligation in paragraph 2.2 shall cease to apply on the date which is 20 (twenty) years after first Occupation of the BBC Building.

3. MONITORING AND REVIEW

3.1 The Developer will submit monitoring and review reports in respect of the Outline Element and the Detailed Element to the LPA every 12 (twelve) months until completion of each of the Outline Element and

the Detailed Element respectfully, the first such report to be submitted to the LPA no later than 6 months following Commencement of the Development, and each report shall set out the progress made by the Developer to achieve the Agreed Targets in paragraph 1.1, including (to the extent the Developer is not prevented from doing so by any rule of law whether domestic or international and to the extent the Developer is provided with such data (having used Reasonable Endeavours to obtain such data from any relevant third parties)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status.

3.2 The LPA agrees and acknowledges that in respect of paragraph 3.1 separate monitoring and review reports may be submitted for the Detailed Element and the Outline Element.

3.3 In respect of the Qualifying Retail Units and each DE Building other than the BBC Building the Developer will submit monitoring and review reports to the LPA every 12 (twelve) months until 10 (ten) years after Commencement of the Development, the first such report to be submitted to the LPA no later than 6 (six) months following first Occupation of the relevant Qualifying Retail Unit or DE Building, and each report shall set out the progress made by the Developer to achieve the Agreed Targets in paragraph 2, including (to the extent the Developer is not prevented from doing so by any rule of law whether domestic or international and to the extent the Developer is provided with such data (having used Reasonable Endeavours to obtain such data from any relevant third parties)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status.

3.4 In respect of the BBC Building only the Developer shall comply with the obligations in paragraph 3.3 mutatis mutandis for a period beginning on the date upon which development of the BBC Building is first Occupied and ending on the date which is 20 (twenty) years after first Occupation of the BBC Building.

4. LONDON LIVING WAGE

4.1 Subject to paragraph 4.2 the Developer shall use Reasonable Endeavours to ensure that all employees of the Development in both construction and end-use jobs shall be paid at least the London Living Wage.

4.2 In respect of the BBC Building only the obligation in paragraph 4.1 shall cease to apply on the date 20 (twenty) years after first Occupation of the BBC Building.

5. EAST WORKS PROGRAMME

5.1 The Developer shall procure that each DE Building Occupier shall be a member of the East Works Programme from the date of its first Occupation of the relevant DE Building until 30 September 2035 and no DE Building shall be Occupied unless the relevant DE Building Occupier is a member of the East Works Programme or an Approved Alternative Employment and Training Programme pursuant to Paragraph 5.2.

5.2 In the event the East Works Programme ceases to exist within 10 years from the date of this Agreement then not less than 12 weeks prior to the date on which it is anticipated that the East Works Programme will end the Developer shall notify the LPA and each DE Building Occupier and each DE Building Occupier shall by not later than the date which is six weeks prior to the anticipated end date of the East Works Programme submit to the LPA for its Approval an Alternative Employment and Training Programme and shall from the later of the date of Approval or the date that the East Works Programme ceases to exist comply with the Approved Alternative Employment and Training Programme or such other Alternative Employment and Training Programme as may be Approved by the LPA.

6. EMPLOYMENT STRATEGY

6.1 Prior to the date 20 (twenty) years from first Occupation of the BBC Building the DE Occupier of the BBC Building shall submit the Employment Strategy to the LPA for Approval and notwithstanding the terms of paragraphs 2.3, 3.3 and 4.2 of this Schedule, the obligations referred to therein shall continue to bind the BBC Building until the Employment Strategy is Approved.

6.2 The DE Occupier of the BBC Building shall use Reasonable Endeavours to comply with the Employment Strategy (including any revisions thereto which have been agreed with the LPA) at all times following its Approval.

SCHEDULE 4

ESTATE MANAGEMENT AND PUBLIC REALM

DEFINITIONS

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

"Building Estate Management Strategy"	means an estate management strategy setting out how the principles in the Approved Outline Estate Management Strategy will be applied in respect of the relevant Building and associated Public Realm
"Building Public Access Route"	means an access route that is located inside a Building
"Building Public Access Route Maintenance and Management Plan"	means a plan which sets out how the relevant Building Public Access Route will be provided and maintained throughout the life of the Building so as to provide continuous public access on foot over the relevant Building Public Access Route as well as details of the times during which the Building Public Access Route will be closed to the public and the basis and conditions for such closure
"Carpenters Land Bridge"	means the bridge shown edged green on the plan attached at Appendix 12
"Carpenters Land Bridge Maintenance Plan"	means a plan setting out how the Carpenters Land Bridge will be maintained throughout the life of the Development
"CLB Requisite Consents"	means all Requisite Consents for the construction of the Carpenters Land Bridge and its use in accordance with paragraph 7.5 which shall include the Developer obtaining a legal interest in the land comprising the Carpenters Land Bridge or the airspace through which the Carpenters Land Bridge passes so as to allow it to discharge its obligation contained at clause 57 of the Landowner UU
"Detailed Estate Management Strategy"	means an estate management strategy for the Detailed Element which shall contain at least the following details:- <ul style="list-style-type: none">(a) management arrangements to be undertaken when Events are being held at the London Stadium and in the QEOP;(b) management and maintenance (including repair, renewal, cleaning and keeping tidy) of the Public Realm;(c) principles for how (a) and (b) above will be coordinated with LLDC in respect of its existing management of the areas adjoining the SWFT Site;(d) principles for how (a) and (b) above will be coordinated with the Developer of the Outline Element in respect of its management of the Outline Element; and(e) a commitment from the Developer that it will not

seek to recover from the LPA or the operator of the London Stadium any costs incurred in respect of security arrangements or managing access through the SWFT Site on days when Events are being held at the London Stadium save in respect of any reasonable costs that the operator of the London Stadium may agree to cover

"Event"			means an event at the London Stadium or within the QEOP with a capacity of greater than 25,000 people or less than 25,000 where SAG have advised that other events should not be held at the same time
"Event Closures"			means the temporary closure of an area of Public Realm for the purposes of hosting events on behalf a DE Building Occupier in accordance with the Approved Event Strategy
"Event Strategy"			means a strategy setting out the parameters for Event Closures, including frequency and anticipated duration of Event Closures, both in terms of days and times, and how public access in and through the Public Realm will be managed during these times and in drawing up this strategy the Developer shall have regard to the requirements of paragraph 5 of this Schedule which ensures continuous public access throughout the Public Realm at all times and where areas of the Public Realm will be unavailable for a temporary period due to Event Closures the strategy shall set out how the Developer will make available alternative routes for public access which are no less commodious than would have been available had the relevant Event Closure not been in effect
"IQL Land"			means the land to the northeast of the SWFT Site on the other side of Carpenters Road and the railway which falls outside the Developer's ownership and upon which the development currently known as International Quarter London is being carried out
"Landowner UU"			means the unilateral undertaking given by deed from the (1) LLDC in favour of: (2) the local planning authority for the area within which the Developer's Land is located from time to time and (3) The Greater London Authority dated 2023 2024
"Outline Strategy"	Estate	Management	means an estate management strategy for the Outline Element which shall contain at least the following details:- (a) management arrangements to be undertaken when Events are being held at the London Stadium and in the QEOP; (b) management and maintenance (including repair, renewal, cleaning and keeping tidy) of the Public Realm; (c) principles for how (a) and (b) above will be coordinated with the Owner in respect of its existing management of the areas adjoining the SWFT Site;

- (d) principles for how (a) and (b) above will be coordinated with the Developer of the Detailed Element in respect of its management of the Detailed Element;
- (e) details to demonstrate the strategy is compliant with the principles contained in the Approved Detailed Element Estate Management Strategy; and
- (f) a commitment from the Developer that it will not seek to recover from the LPA or the operator of the London Stadium any costs incurred in respect of security arrangements or managing access through the SWFT Site on days when Events are being held at the London Stadium save in respect of any reasonable costs that the operator of the London Stadium may agree to cover

"Permitted Closures"

means temporary closure of any part of the Public Realm in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (a) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the Public Realm in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the Access Route;
- (b) 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 SWFT Site or any part thereof (including the erection of scaffolding);
- (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law; and
- (d) 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

"Public Arts and Cultural Events Strategy"

means the public art and cultural events strategy which shall contain at least the following details in respect of public art and cultural events within the Detailed Element:-

In respect of any public art which may be provided

at least the following details:-

- (a) the nature/form of the public art, sculpture, lighting installation, landscape or other physical piece of art or design;
- (b) the approximate size and scale of the art;
- (c) the process for procuring the artist, and management and maintenance principles for the piece of art;
- (d) broad locations for the public art; and
- (e) how it will be accessible and visible

and at least the following details in respect of cultural events:-

- (i) the number and frequency of cultural events per each calendar year; and
- (ii) cultural events to be proposed that will be inclusive, foster community relations and celebrate the cultural diversity and history of the local area

"Public Art Co-Ordinator"

means person(s) with responsibility for preparing, submitting, and implementing the Public Arts and Cultural Events Strategy

"Public Realm"

means the provision of at least 1.23ha hectares of public realm (including but not limited to the approach to the Carpenters Land Bridge within the SWFT Site) which shall be freely accessible to the general public subject to Permitted Closures in accordance with the Approved Event Strategy and the Approved Outline Estate Management Strategy or the Approved Detailed Estate Management Strategy (as applicable)

"Public Realm Plan"

means a plan for the provision of the Public Realm which shall contain details as to the delivery and layout of the Public Realm

"QEOP"

means the Queen Elizabeth Olympic Park the boundary of which is shown edged red on the plan attached at Appendix 5

"SAG"

means the Stadium Advisory Group which is operated in accordance with terms of reference adopted on 29 July 2015 to manage spectator/crowd safety for events in the QEOP

"SW Events"

means events held within the Development with a capacity of more than 5,000 people

"Wind Events"

means wind over 15 m/s for the frail/elderly and cyclists or 20 m/s for pedestrians

"Wind Routes"

means any part of the Public Realm which is identified in a strategy approved pursuant to condition S.25 of the Planning Permission as being required to be kept open during a Wind

Event

1. PROVISION OF PUBLIC REALM

1.1 Prior to Commencement of each of the Detailed Element and the Outline Element the Developer shall submit and obtain the LPA's Approval to the Public Realm Plan for the relevant part of the Development.

1.2 Each of the Detailed Element and the Outline Element shall be laid out in accordance with relevant the Approved Public Realm Plan and thereafter retained in accordance with it.

1.3 No Building shall be Occupied until the Public Realm associated with that Building in the Approved Public Realm Plan has been delivered.

2. DETAILED ELEMENT - ESTATE MANAGEMENT STRATEGY

2.1 This paragraph 2 applies to the Detailed Element only.

2.2 Prior to first Occupation of the Detailed Element the Developer shall submit and obtain the LPA's Approval to the Detailed Estate Management Strategy.

2.3 The Detailed Element shall be carried out and Occupied and maintained in accordance with the Approved Detailed Estate Management Strategy.

3. OUTLINE ESTATE MANAGEMENT STRATEGY

3.1 This paragraph 3 applies to the Outline Element only.

3.2 Prior to first Occupation of the Outline Element the Developer shall submit and obtain the LPA's Approval to the Outline Estate Management Strategy.

3.3 The Outline Element shall be carried out and Occupied and maintained in accordance with the Approved Outline Estate Management Strategy.

3.4 Prior to first Occupation of each Building within the Outline Element the Developer shall submit and obtain the LPA's Approval to a Building Estate Management Strategy for the relevant Building SAVE THAT where all Buildings within the Outline Element are developed by the same Developer, this paragraph 3.4 shall not apply.

3.5 Each Building Estate Management Strategy submitted in accordance with paragraph 3.4 above must comply with the details set out in the Approved Outline Estate Management Strategy.

4. EVENTS AND STADIUM ADVISORY GROUP

4.1 This paragraph 4 applies to the Detailed Element only.

4.2 The Detailed Element shall not be Occupied unless and until the Developer has become a member of SAG and the Developer shall remain a member of SAG throughout the life of the Development.

4.3 The Developer shall use Reasonable Endeavours to avoid hosting SW Events on days when Events are being held in the London Stadium or in the QEOP.

4.4 The Developer shall not seek to recover from the LPA or LLDC any stewarding or management costs associated with events held within the Public Realm.

5. PUBLIC REALM ACCESS

Public Realm Access

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

5.1.1 Permitted Closures;

5.1.2 Event Closures;

5.1.3 any lawful requirements of the police or any other competent authority;

5.1.4 public rights being in common with the Developer and the Developer's tenants and occupiers of any part of the Development;

5.2 The closures permitted by paragraph 5.1 are subject to the following conditions:-

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

(a) the Developer shall submit to the LPA for approval the details required pursuant to this paragraph 5.2.1 not less than 10 Working Days before the date of the intended Permitted Closure;

(b) the personnel and/or signage required pursuant to paragraph 5.2.1 shall be provided in accordance with the details approved by the LPA and at the Developer's cost; and

(c) the Developer shall minimise the duration of any Permitted Closure.

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

Building Public Access Routes

5.4 Prior to the Occupation of each Building within the Detailed Element (save for the BBC Building) the Developer shall submit to the LPA for Approval a Building Public Access Route Maintenance and Management Plan and the relevant Building shall not be Occupied until the Building Public Access Route Maintenance and Management Plan which relates to it has been Approved by the LPA.

5.5 Each relevant Building (which for the avoidance of doubt shall not include the BBC Building) shall be Occupied and operated in accordance with the Approved Building Public Access Route Maintenance and Management Plan that relates to it.

Wind Routes

5.6 Following Completion of each of the Detailed Element and the Outline Element the Developer shall subject to any Permitted Closures permit the general public to have continuous access on foot over the Wind Routes during each and every Wind Event.

Event Strategy and Event Closures

5.7 Prior to the Occupation of the Detailed Element the Developer shall submit to the LPA for Approval an Event Strategy and the Detailed Element shall not be Occupied until the Event Strategy has been Approved by the LPA.

5.8 Event Closures shall only be permitted where carried out in accordance with the Approved Event Strategy.

6. PUBLIC ARTS AND CULTURAL EVENTS

6.1 This paragraph 6 applies to the Detailed Element only.

6.2 Prior to first Occupation of the Detailed Element, the Developer shall submit and obtain the LPA's Approval to the Public Arts and Cultural Events Strategy.

6.3 The Detailed Element shall be carried out and Occupied in accordance with the Public Arts and Cultural Events Strategy.

6.4 Prior to first Occupation the Developer shall nominate a Public Art Co-Ordinator and shall thereafter ensure that there is a Public Art Co-Ordinator nominated at all times until at least the date which is the tenth anniversary of the date on which the Development is first Occupied.

7. CARPENTERS LAND BRIDGE

7.1 Prior to first Occupation of the Development the Developer shall submit and have obtained the LPA's Approval of the Carpenters Land Bridge Maintenance Plan.

7.2 The Developer shall use Reasonable Endeavours to secure all CLB Requisite Consents (including for the approach to the Carpenters Land Bridge within the IQL Land) as soon as reasonably practicable following the date of this Agreement and in any event prior to first Occupation of the Development.

7.3 In the event that the Developer has not been able to secure all CLB Requisite Consents prior to first Occupation of the Development it shall throughout the period of time during which the Detailed Element is in Occupation continue to use its Reasonable Endeavours to obtain all CLB Requisite Consents.

7.4 The Developer shall upon reasonable request by the LPA provide details as to the progress made towards securing all CLB Requisite Consents.

7.5 Following its completion and subject to securing all CLB Requisite Consents the Carpenters Land Bridge shall be available to the general public to have continuous access over it on foot and by bicycle at all times free of charge **SUBJECT TO:-**

7.5.1 Permitted Closures; and

7.5.2 any lawful requirements of the police or any other competent authority;

7.6 The closures permitted by paragraph 7.5 are subject to the following conditions:-

7.6.1 save in an emergency, where there is a Permitted Closure, the Developer will ensure that there is adequate personnel and/or signage in place at the Carpenters Land Bridge in accordance with details that have been previously approved by LPA PROVIDED THAT the Developer shall submit to the LPA for approval the details required pursuant to this paragraph 7.6.1 not less than 10 Working Days before the date of the intended Permitted Closure;

7.6.2 the personnel and/or signage required pursuant to paragraph 7.6.1 shall be provided in accordance with the details approved by the LPA and at the Developer's cost; and

7.6.3 the Developer shall minimise the duration of any Permitted Closure.

7.7 Subject to paragraph 7.5 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 Carpenters Land Bridge.

7.8 Subject to securing all CLB Requisite Consents the Developer shall use Reasonable Endeavours to maintain access to the Carpenters Land Bridge from the IQL Land on substantially the same terms as set out in paragraphs 7.5 to 7.7 (inclusive) above and in the event that such access is not possible or becomes restricted the Developer and the LPA shall use Reasonable Endeavours to agree alternative access arrangements.

SCHEDULE 5

TRANSPORT

DEFINITIONS

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

"Blue Badge"	means parking provision for any persons qualifying for disable parking permits under the Disabled Persons (Badges for Mother Vehicles) (England) Regulations 2000 (as amended) or any superseding legislation
"Bus Service Enhancements Contribution"	£2,300,000 as a contribution towards the following:- (a) capacity enhancements to and/or re-routing of and/or extensions to bus services in order to service the Development and satisfy customer demand generated by the Development including (but not limited to) the re-routing of bus services and/or the extension of bus services adjacent to the SWFT Site along the corridor (or others agreed between the LPA and TfL in consultation with the Developer) shown edged and hatched green on the Bus Service Enhancement Plan; and (b) any other relevant bus service enhancement considered by TfL to be suitable for servicing or supporting the Development
"Bus Service Enhancements Plan"	means the plan attached at Appendix 6
"Bus Stops Contribution"	£28,600 as a financial contribution towards the provision of two new bus stops on Carpenters Road located as close as reasonably possible to the SWFT Site in accordance with TfL Bus Stop Accessibility Guidance of which £5,000 relates to maintenance (the "Bus Stops Maintenance Contribution")
"Contribution Details"	means confirmation of proposed expenditure for the part of the relevant TfL Contribution or the Stratford Station Contribution as well as an estimated timetable for the delivery of the infrastructure to which the relevant TfL Contribution or the Stratford Station Contribution relates
"Cycle Hire Safeguarding Land"	means the land shown in green on the plan attached at Appendix 7 which shall be safeguarded for the provision of cycle hire infrastructure
"Cycle Lease"	means a lease at a peppercorn rent substantially in accordance with heads of terms set out in the document "Developer Guidance for Santander Cycles" http://content.tfl.gov.uk/developer-guidance-for-santander-cycles.pdf of the Cycle Hire Safeguarding Land
"DE Additional Short Stay Cycle Parking Spaces"	means up to 49 additional short stay cycle parking spaces within the Detailed Element
"DE Additional Short Stay Cycle Parking Spaces"	means a plan setting out the following details:-

Delivery Plan"	<ul style="list-style-type: none"> (a) the number of DE Additional Short Stay Cycle Parking Spaces to be provided; (b) timetable for the provision of the DE Additional Short Stay Cycle Parking Spaces; and (c) the proposed location of the DE Additional Short Stay Cycle Parking Spaces including details of the various locations that have been considered for the provision of the DE Additional Short Stay Cycle Parking Spaces taking into account the requirements of paragraph 3.5 and full reasoning where a location is determined by the Developer as not being suitable for the provision of the DE Additional Short Stay Cycle Parking Spaces
"DE Cycle Parking Monitoring"	means monitoring the usage of the DE Short Stay Cycle Parking Spaces by staff, students and visitors of the LCF Building
"DE Cycle Parking Monitoring Report"	means a report setting out the data and information gathered during the relevant DE Monitoring Period and setting out details of usage of the DE Short Stay Cycle Parking Spaces
"DE Monitoring Period"	means the period from first Occupation of the Detailed Element until 5 (five) years from Occupation of the LCF Building
"Deemed Discharge Notice"	means a notice served by the Developer on TfL specifying the deadline for completion of the Cycle Lease pursuant to paragraph 1 or Part 2 of Schedule 5 which must be served no more than five months and no less than three months prior to the date upon which the 12 month period referred to in paragraph 1.3.1 of Part 2 of this Schedule ends
"DE Short Stay Cycle Parking Spaces"	means the short stay parking spaces to be provided as part of the Detailed Element as shown on the plan attached at Appendix 8
"F10 Bridge Area"	means the area show in blue on the plan attached at Appendix 7
"LCF Building"	means the Building edged blue and labelled 'LONDON COLLEGE OF FASHION' on plan attached at Appendix 4
"Local Connectivity Enhancements Contribution"	<p>£140,000 towards works to carriageways, cycle lanes, footways and crossings including regrading, resurfacing and wayfinding along the following:-</p> <ul style="list-style-type: none"> (a) Stratford Walk (F10 Bridge) (b) Approaches from Pool Street, Montfichet Road, Loop Road and Carpenters Road and (c) Copper Street cycle lane (Quietway 6), <p>to improve connectivity for pedestrians and cyclists using the Development</p>
"OE Additional Short Stay Cycle Parking Spaces"	means additional short stay cycle parking spaces within the relevant part of the Outline Element up to the minimum number required by planning policy at the date of the relevant Reserved Matters application
"OE Additional Short Stay	

Cycle Parking Spaces Delivery Plan"	means a plan setting out the following details:-
	<ul style="list-style-type: none"> (a) the number of OE Additional Short Stay Cycle Parking Spaces to be provided; (b) timetable for the provision of the OE Additional Short Stay Cycle Parking Spaces; and (c) the proposed location of the OE Additional Short Stay Cycle Parking Spaces including details of the various locations that have been considered for the provision of the OE Additional Short Stay Cycle Parking Spaces taking into account the requirements of paragraph 5.6 of Part 2 and full reasoning where a location is determined by the Developer as not being suitable for the provision of the OE Additional Short Stay Cycle Parking Spaces
"OE Cycle Parking Monitoring Period"	means each period of five years from first Occupation of the part of the Outline Element to which the relevant Reserved Matters Approval relates
"OE Cycle Parking Monitoring Report"	means a report setting out the data and information gathered during the relevant OE Cycle Parking Monitoring Period and setting out details of usage of the short stay cycle parking spaces
"Proposed Short Stay Cycle Parking Details"	means the number and location of the short stay cycle parking spaces that are proposed to be provided within a Phase of the Outline Element as required by the Reserved Matters Specification
"Reserved Matters Specification"	Means the reserved matters specification at Annex 3 of the Planning Permission
"Stratford Station Contribution"	£1,000,000 as a financial contribution towards a project as identified and agreed by the Stratford Station Leadership Board or successor governance arrangement for Stratford station which may include:- <ul style="list-style-type: none"> (d) South Eastern (Angel Lane) entrance; and/or (e) station internal capacity interventions in accordance with TfL Station Planning Standards and Guidelines and Network Rail Station Capacity Planning Guidance for items identified in the LLDC Infrastructure Delivery Plan
"Stratford Station Leadership Board"	means the decision making body providing leadership, collaboration and strategic direction for Stratford station
"Stratford Station Signage Contribution"	£50,000 as a financial contribution to be used for directional signage within Stratford Station and Stratford Station entrances to direct visitors to the Development
"Stratford Station Staffing Contribution"	£700,000 as a financial contribution towards the provision of station management measures at Stratford Station
"Stratford Station SW Entrance Contribution"	£1,800,000 as a contribution towards the delivery of works for a new entrance from Gibbins Road to Stratford Regional Station, and relocation of passenger lift between western subway and Jubilee line concourse
"Taxi Infrastructure"	£14,300 towards one taxi shelter and stop flag on Carpenters Road of which £2,500 relates to maintenance (the "Taxi Infrastructure

Contribution"	Maintenance Contribution")
"Threshold Amount of Short Stay Cycle Parking Spaces"	means the minimum number of short stay cycle parking spaces required by the London Plan at the date of the relevant Reserved Matters application
"Wayfinding Enhancements Contribution"	"£25,000 as a financial contribution towards Legible London wayfinding update in the vicinity of the site
"Westfield Avenue Improvements Contribution"	£1,000,000 towards improvements including but limited to highway works, pedestrian crossings, traffic signals, pavements and measures to improve walking and cycling and improvements to the public realm in the vicinity of the SWFT Development

PART 1

FINANCIAL CONTRIBUTIONS

1. FINANCIAL CONTRIBUTIONS

1.1 Subject to paragraphs 1.2, 1.3, and 1.4 below, in each case the Developer covenants to pay the financial contributions detailed in paragraphs 2 to 11 below to the LPA by paying each instalment listed in column 1 of each table to the LPA by no later than the corresponding trigger for payment set out in column 2 and the Developer also covenants to Comply with each restriction set out in column 2 of each table until relevant instalment has been paid.

1.2 The obligation to make any TfL Contribution pursuant to this Part 1 of this Schedule 5 is conditional upon the TfL Contributions Deed having completed and in the event that the TfL Contributions Deed has not been completed at the date of any specified trigger for payment:-

1.2.1 the corresponding restriction will cease to apply;

1.2.2 the obligation to make the payment will be suspended; and

1.2.3 any relevant payment will fall due 10 Working Days after the Developer is notified that the TfL Contributions Deed has completed.

1.3 The LPA shall not pay any part of each of the TfL Contributions to TfL until it has received the Contribution Details for the relevant TfL Contribution from TfL.

1.4 In the event that prior to the trigger specified in the table at paragraph 8 below the Developer and the LPA agree in writing:

1.4.1 that the Developer shall provide at least one taxi shelter and stop flag; and

1.4.2 the design specification for any such taxi shelter and stop flag,

then the Developer shall no longer be required to pay the Taxi Infrastructure Payment and shall instead provide the Approved taxi shelter and stop flag on or before the trigger specified in the table at paragraph 8 below.

1.5 The LPA may not spend any part of the Stratford Station Contribution until it has provided the Developer with the Contribution Details in respect of the same PROVIDED THAT this obligation shall not apply where the Project Proposals Group operates and reporting on section 106 financial contribution allocations is provided in the LLDC Authority's Monitoring Report.

1.6 In the event that the Developer provides the Approved taxi shelter and stop flag in accordance with paragraph 1.4 above, the Developer shall be responsible for maintaining such taxi shelter and stop flag at its own cost for the life of the Development unless otherwise agreed in writing between the LPA and TfL.

2. **STRATFORD STATION SW ENTRANCE CONTRIBUTION**

Stratford Station SW Entrance Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£1,000,000	Six months following Commencement and not to continue to undertake works of Commencement until such payment has been made
£800,000	The first anniversary of the date upon which Commencement occurs and not to continue to undertake works of Commencement until such payment has been made

3. **STRATFORD STATION STAFFING CONTRIBUTION**

Stratford Station Staffing Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£70,000	Prior to the first Building being in Occupation and not to Occupy the first Building nor any other Building until such payment has been made
£70,000	The first anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The second anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The third anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The fourth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The fifth anniversary of the date upon which the first Building was Occupied and not to continue

Stratford Station Staffing Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
	to Occupy the first Building nor any other Building until such payment has been made
£70,000	The sixth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The seventh anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The eighth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£70,000	The ninth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made

4. **WESTFIELD AVENUE IMPROVEMENTS CONTRIBUTION**

Westfield Avenue Improvements Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£1,000,000	The second anniversary of the date upon which Commencement occurs and not to continue works of Commencement until such payment has been made

5. **LOCAL CONNECTIVITY ENHANCEMENTS CONTRIBUTION**

Local Connectivity Enhancements Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£140,000	Not less than 6 months prior to the first Building being in Occupation and not to Occupy the first Building nor any other Building until such payment has been made

6. **BUS SERVICE ENHANCEMENTS CONTRIBUTION**

Bus Service Enhancements Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£460,000	The first anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£460,000	The second anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£460,000	The third anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£460,000	The fourth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made
£460,000	The fifth anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made

7. **BUS STOPS CONTRIBUTION**

Bus Stops Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£28,600	The first anniversary of the date upon which the first Building was Occupied and not to continue to Occupy the first Building nor any other Building until such payment has been made

8. **TAXI INFRASTRUCTURE CONTRIBUTION**

Taxi Infrastructure Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£14,300	Prior to the first Building being in Occupation and not to Occupy the first Building nor any

	other Building until such payment has been made
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9. **WAYFINDING ENHANCEMENTS CONTRIBUTION**

Wayfinding Enhancements Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£25,000	Not less than 6 months prior to the first Building being in Occupation and not to Occupy the first Building nor any other Building until such payment has been made

10. **STRATFORD STATION SIGNAGE CONTRIBUTION**

Stratford Station Signage Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£50,000	Not less than 6 months prior to the first Building being in Occupation and not to Occupy the first Building nor any other Building until such payment has been made

11. **STRATFORD STATION CONTRIBUTION**

Stratford Station Contribution	
Column 1: Instalment	Column 2: Trigger for Payment and Restriction
£1,000,000	Prior to the last DE Building being in Occupation and not to Occupy the last DE Building nor any Building on the Outline Element until such payment has been made

12.

PART 2

TRANSPORT INFRASTRUCTURE

1. CYCLE HIRE

1.1 The Developer covenants that subject to Paragraph 1.3 below it will not carry out works within the Cycle Hire Safeguarding Land save for works of management, maintenance, repair, resurfacing, or temporary works associated with temporary uses until the earlier of:

1.1.1 completion of the Cycle Lease; or

1.1.2 the date on which TfL confirms that it does not wish to take the Cycle Lease.

1.2 The Developer must offer the Cycle Lease to TfL:

1.2.1 no earlier than the date which is 24 months prior to first Occupation of the Development; and

1.2.2 no later than the date which is 12 months prior to first Occupation of the Development.

1.3 In the event that the Cycle Lease has not completed on the date which is the later of:

1.3.1 the date which is 12 months after the date on which the Cycle Lease was first offered to TfL; and

1.3.2 the date of first Occupation of the Development

and PROVIDED THAT the Developer has served the Deemed Discharge Notice on TfL the obligation in Paragraph 1.1 shall on that date cease to apply.

1.4 In the event that before the expiration of the time period referred to in Paragraph 1.1 above TfL confirms to the LPA and the Developer that it no longer requires the Cycle Hire Safeguarding Land to be safeguarded the obligation in Paragraph 1.1 shall cease to apply.

1.5 The Developer must use Reasonable Endeavours to complete the Cycle Lease, at its own cost, provided that TfL is also using Reasonable Endeavours to complete the Cycle Lease, at its own cost.

2. SUSTAINABLE TRANSPORT PROVISION – DETAILED ELEMENT

2.1 This paragraph 2 applies to the Detailed Element only.

2.2 The Developer covenants that it will not Occupy the Detailed Element until the DE Short Stay Cycle Parking Spaces have been provided and made available for use.

2.3 The DE Short Stay Cycle Parking Spaces shall be retained at all times throughout the life of the Development.

3. SUSTAINABLE TRANSPORT MONITORING – DETAILED ELEMENT

3.1 This paragraph 3 applies to the Detailed Element only.

3.2 In order to monitor the usage of the short stay cycle parking spaces the Developer shall during the DE Monitoring Period carry out the DE Cycle Parking Monitoring.

3.3 By no later than the date which is 12 (twelve) months following commencement of the DE Monitoring Period and every 6 (six) months thereafter the Developer shall prepare and submit to the LPA a DE Cycle Parking Monitoring Report.

3.4 If any DE Cycle Parking Monitoring Report shows that the usage of the DE Short Stay Cycle Parking Spaces is more than 80% of capacity, the Developer shall submit to the LPA for approval at the same time as submitting the relevant DE Cycle Parking Monitoring Report the DE Additional Short Stay Cycle Parking Spaces Delivery Plan.

3.5 When considering locations for any DE Additional Short Stay Cycle Parking Spaces the Developer shall assess the suitability of locations in the following order of priority:-

3.5.1 firstly within the part of the SWFT Site that comprises the Detailed Element;

3.5.2 secondly in the F10 Bridge Area;

3.5.3 Thirdly in place of Retail Units within the Detailed Element; and

3.5.4 fourthly at a location within the SWFT Site.

3.6 The DE Additional Short Stay Cycle Parking Spaces shall be provided in accordance with the Approved DE Additional Short Stay Cycle Parking Spaces Delivery Plan and thereafter retained throughout the life of the Development.

4. SUSTAINABLE TRANSPORT PROVISION – OUTLINE ELEMENT

4.1 This paragraph 4 applies to the Outline Element only.

4.2 The Developer shall provide cycle parking in accordance with the Approved Proposed Short Stay Cycle Parking Details prior to the Occupation of each Phase of the Outline Element.

4.3 The cycle parking provided pursuant to paragraph 4.2 shall be retained at all times throughout the life of the Development.

5. SUSTAINABLE TRANSPORT MONITORING – OUTLINE ELEMENT

5.1 This paragraph 5 applies:-

5.1.1 to the Outline Element only; and

5.1.2 separately in respect of each Phase of the Outline Element.

5.2 Each Reserved Matters application in respect of the Outline Element must include the Proposed Short Stay Cycle Parking Details for the relevant Phase.

5.3 If the Proposed Short Stay Cycle Parking Details show that less than the Threshold Amount of Short Stay Cycle Parking Spaces are being provided then the remaining provisions of this paragraph 5 shall apply.

5.4 By no later than the date which is 12 (twelve) months following commencement of the OE Cycle Parking Monitoring Period and every 6 (six) thereafter throughout the OE Cycle Parking Monitoring Period the Developer shall prepare and submit to the LPA a OE Cycle Parking Monitoring Report.

5.5 If any OE Cycle Parking Monitoring Report shows that the usage of the short stay cycle parking spaces within the part of the Outline Element to which it relates is more than 80% of capacity, the Developer shall submit to the LPA for approval at the same time as submitting the relevant OE Cycle Parking Monitoring Report the OE Additional Short Stay Cycle Parking Spaces Delivery Plan.

5.6 When considering locations for any OE Additional Short Stay Cycle Parking Spaces the Developer shall assess the suitability of locations in the following order of priority:-

- 5.6.1 firstly within the part of the SWFT Site that comprises the Outline Element;
- 5.6.2 secondly in place of Retail Units within the Outline Element;
- 5.6.3 thirdly at a location within the SWFT Site; and
- 5.6.4 fourthly in the F10 Bridge Area.

5.7 The OE Additional Short Stay Cycle Parking Spaces shall be provided in accordance with the Approved OE Additional Short Stay Cycle Parking Plan and thereafter retained throughout the life of the Development.

6. CAR CLUB

6.1 This Paragraph 6 shall apply to the Outline Element only.

6.2 The Developer covenants that the Residential Units shall not be Occupied unless and until the requirements of this paragraph 6 have been complied with.

6.3 Prior to first Occupation of the Residential Units the Developer shall procure at its own cost two car club parking spaces on a road in the area marked indicatively in purple on the plan attached at Appendix 9 the exact location of which is to be agreed with the LPA and to provide the car club parking spaces and demarcate them as "car club parking only".

6.4 The Developer shall: -

6.4.1 procure a car club operator to operate car club vehicles in the parking spaces provided in accordance with paragraph 6.3 from first Occupation of the Residential Units and to operate those car club vehicles for the life of the Residential Units commencing on first Occupation of the Residential Units; and

6.4.2 provide the first household to Occupy each Residential Unit with free membership for a period of 24 months for the use of the car club referred to in sub-Paragraph 6.4.1 PROVIDED THAT this obligation shall not apply in respect of any Residential Unit where the occupier of that Residential Unit holds a Blue Badge.

SCHEDULE 6

TV RECEPTION

DEFINITIONS

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

"Second TV Reception Survey"	means a further survey to reassess the standard of digital terrestrial and satellite television reception to Surrounding Properties and setting out any proposed TV Reception Mitigation Measures if required
"Surrounding Properties"	means properties within areas of potential shadow resulting from the Development on the Detailed Element or the Outline Element (as applicable) from satellite and terrestrial television transmitters as shown cross hatched in purple on the plan entitled 'Fig 2-6: Anticipated and Baseline Terrestrial TV Shadow' which is attached at Appendix 10
"TV Reception Mitigation Measures"	means such measures as the consultant considers reasonably necessary and possible to restore the quality of terrestrial and/or satellite television reception to the affected Surrounding Properties
"TV Reception Mitigation Payment"	means a sum equivalent to the estimated cost of carrying out the TV Reception Mitigation Measures required for the relevant Surrounding Properties
"TV Reception Survey"	means a survey to assess the standard of digital terrestrial and satellite television reception to Surrounding Properties

1. TV RECEPTION

1.1 Prior to Commencement of each of the Detailed Element and the Outline Element the Developer shall appoint a television reception consultant to carry out the TV Reception Survey.

1.2 No above ground works shall be carried out within either of the Detailed Element or the Outline Element until the TV Reception Survey for the relevant part of the Development has been submitted to and Approved by the LPA.

1.3 For each of the Detailed Element and the Outline Element in the event that at any time during the period expiring on the date which is one year from the Completion of each respectively:-

1.3.1 more than 10 complaints are received by the Developer or the LPA in relation to the Buildings within the Detailed Element or the Outline Element (as applicable) from occupiers of the Surrounding Properties regarding a deterioration in terrestrial and/or satellite television reception; and

1.3.2 the consultant considers it reasonable in his opinion to carry out a Second TV Reception Survey as a result of the receipt of those complaints

the Developer shall commission the consultant to carry out a Second TV Reception Survey and shall submit that Second TV Reception Survey to the LPA for Approval.

1.4 In the event that:-

1.4.1 any Second TV Reception Survey identifies a material deterioration in terrestrial and/or satellite television reception to any Surrounding Properties since the date of the TV Reception Survey; and

1.4.2 such deterioration is in the reasonable opinion of the consultant attributable to the Detailed Element or the Outline Element (as applicable)

the Developer will either:-

1.4.3 deliver the TV Reception Mitigation Measures; or

1.4.4 pay the TV Reception Mitigation Payment to the owner(s) or occupier(s) of the affected Surrounding Properties.

SCHEDULE 7

DESIGN

DEFINITIONS

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

<u>"Approved Drawings"</u>	<u>means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions</u>
"Alternative Architect"	means a suitably qualified architect which has been Approved by the LPA.
<u>"Architect"</u>	<u>means:-</u> <ol style="list-style-type: none"><u>i. O'Donnell & Toumey in respect of Building A1; and</u><u>ii. Howells Architects in respect of Building A2, Building B1 and Building B2</u>
"Architect <u>Design Application"</u>	<u>means one of the following:</u> <u>(a) an application to the LPA for the approval of details pursuant to one or more Design Conditions;</u> <u>(b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings;</u> means the architect responsible for the design in any application for Reserved Matters for the Outline Element or submission or Design Details in respect of the Detailed Element <u>(c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings</u>
"Detailed <u>Design</u> Manager <u>Application Report"</u>	<u>means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:</u> <u>(a) report on the compliance of the Design Application with the Approved Drawings;</u> <u>(b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process; and</u> means a design manager for the Detailed Element appointed to:- (a) review and ensure compliance of drawings, construction details, specifications and material samples with the masterplan's high quality design requirements on behalf

~~of the Developer;~~

~~(b) conduct site inspections to ensure continuity of design intent; and~~

~~(c) in the event the Architect for the Detailed Element is not retained in respect of the Design Details that are required to be submitted pursuant to the Planning Permission then to ensure the Alternative Architect is appointed and retained in respect of the relevant Design Details~~
(c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons

"Design Conditions"

means Conditions 2 (detailed drawing), 3 (materials) and 4 (landscape design) of the Reserved Matters Approval requiring the submission and approval of design details, materials and samples and "Design Condition" means any one of them

"Design Monitoring Completion Letter"

means a letter (incorporating an executive summary) from the Monitoring Team to include the following:

(a) report on the compliance of the completed Development with the Approved Drawings; and

(b) conclusion stating clearly whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings, giving reasons

"Design Contribution"

Details Monitoring

means the sum of £20,000 (twenty thousand pounds) (Indexed) in the event of a Trigger Event falling within part (a) and (b) of the definition of Trigger Event (PROVIDED THAT the combined total sum payable in aggregate shall not exceed £80,000 (eighty thousand pounds) (Indexed)),

~~means the detailed designs that are required to be submitted pursuant to the Planning Permission or each Reserved Matters Approval as appropriate to be paid in accordance with 3.1 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)~~

"Design Strategy Monitoring Plan"

Management

means a written document identifying the following:

(a) the Original Design Principles;

(b) the Design Conditions (including target dates for

submission and discharge);

(c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team;

(d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages);

(e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA;

(f) key dates and milestones for information release and package reviews;

(g) technical requirements in respect of the information to be submitted to the Monitoring Team for review;

(g) the construction phasing plan;

(h) elements requiring development and resolution;

(g) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors); and

~~means a strategy setting out the process by which the Developer will ensure high quality design during the design and construction of the Outline Element including as appropriate the use of suitably qualified staff to provide design assurance~~(i) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

"Design Strategy **Selection-** **Monitoring Report"**

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

(a) report on workshops held with overview of conclusions;

(b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials; samples; details; design information; sub contractor/ supplier information;

(c) comments and recommendations on Design Applications;

(d) any deviations from the Approved Drawings;

(e) progress of construction of the Development and conformity with Approved Drawings;

(f) status of previous comments and recommendations;

(g) actions and decisions required in the next period;

(h) conclusions; and

~~means a strategy setting out a process for holding a competition inviting bids from architects for the design of the Reserved Matters pursuant to the Outline Element to ensure high quality design~~(i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan

"Design Team"

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

"Design ~~Strategy~~ Team Statement"

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

(a) the members of the design team retained by the Developer in connection with the Development and their contact details;

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

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

~~means a strategy setting out the process by which high quality design will be ensured during the construction of the Detailed Element, including as appropriate the use of suitably qualified staff to provide design quality assurance~~(d) details of any Alternative Architect appointed

"Development"

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

"Initial Design Monitoring Workshop"

means the workshop to be held pursuant to paragraph 5.2

"Landscape Architect"

means LDA Design

"~~Outline~~ Design Manager Monitoring Team"

~~means a design manager for the Outline Element~~team to be appointed to pursuant to paragraph 5.5 comprising:-

(a) the Architect, Alternative Architect, Landscape Architect and any other consultant(s) from the

Planning Team that the LPA considers is integral to monitoring the design quality of the Development and overseeing adherence to the Original Design Principles; or

~~(a) lead on the competitive design team selection process;~~

~~(b) ensure compliance of the detailed designs for the Outline Element with the masterplan's high quality design requirements on behalf of the Developer;~~

~~(c) ensure high quality design during the construction of the Outline Element by reviewing and ensuring compliance of drawings, construction details, specifications and materials samples with the masterplan's high quality design requirements; and conducting site inspections to ensure continuity of design intent; on behalf of the Developer; and~~

~~(d) in the event the Architect for each Reserved Matters application is not retained in respect of the Design Details that are required to be made pursuant to that Reserved Matters Approval then to ensure the Alternative Architect is appointed and retained in respect of the relevant Design Details~~(b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles

"Original Design Principles"

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

"Planning Team"

means the design team responsible for preparation of Reserved Matters Applications comprising the Architect and the Landscape Architect only

"S73 Permission"

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

"S96A Amendment"

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

"Terminated"

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

"Trigger Event"

means the occurrence of one of the following events:

(a) a Design Team Statement submitted pursuant to paragraph 1.1 confirms one or more members of the Planning Team are no longer retained;

(b) the LPA confirms that a proposed Alternative Architect is not Approved

1. DESIGN PROCESS — DETAILED ELEMENT

~~1.1 This paragraph 1 applies to the Detailed Element only.~~

~~1.2 In the event the Developer is LLDC then:-~~

~~1.2.1 prior to the Commencement of the Detailed Element, the Developer shall appoint or nominate a suitably qualified Detailed Design Manager and submit evidence of such appointment to the LPA for its Approval; and~~

~~1.2.2 the Detailed Element shall not be Commenced nor continued to be Commenced (as applicable) unless the Approved Detailed Design Manager is appointed, retained and undertaking his duties.~~

~~1.3 In the event that the obligations in paragraph 1.2 apply, the Developer shall at least once every three months commencing on the Commencement Date provide the LPA with an update on the measures which have been taken to ensure compliance with the relevant obligation in a format to be agreed with the LPA.~~

~~1.4 In the event the Developer is not LLDC then:-~~

~~1.4.1 prior to the Commencement of the Detailed Element, the Developer shall submit the Design Strategy to the LPA for its Approval; and~~

~~1.4.2 the Detailed Element shall only be constructed in accordance with the Approved Design Strategy.~~

~~1.5 In the event that the obligations at paragraphs 1.4 apply the Developer shall at least once per quarter commencing on the Commencement Date submit to the LPA a report setting out the measures that have been taken to ensure compliance with the relevant obligation.~~

2. DESIGN PROCESS — OUTLINE ELEMENT

~~2.1 This paragraph 2 applies~~ Schedule 7 relates to the Outline Element only.

1. DESIGN TEAM STATEMENT

1.1 A Design Team Statement shall be submitted to the LPA prior to the Commencement of the Development confirming whether the Planning Team are retained to oversee the delivery of Development or if one or more members has not been retained to prepare the design and if an Alternative Architect is appointed.

1.2 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.

2. DESIGN MONITORING CONTRIBUTION

2.1 The Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 Working Days of a Trigger Event.

2.2 It is hereby acknowledged and agreed that:

2.2.1 there may be more than one Trigger Event; and

2.2.2 | the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event.

3. RESTRICTION ON DEVELOPMENT

3.1 | ~~2.2 In the event~~ No Development shall be Commenced until the Developer is LLDC then has either:--

3.1.1 | provided evidence to the LPA's reasonable satisfaction that (or of the extent to which) the Planning Team are retained and/or that any Alternative Architect(s) has or have been appointed to oversee the delivery of Development in accordance with the Approved Drawings; or

3.1.2 | paid the relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 2 above.

~~2.2.1 prior to the Commencement of the Outline Element, the Developer shall appoint or nominate a suitably qualified Outline Design Manager and submit evidence of such appointment to the LPA for its Approval; and~~

~~2.2.2 the Outline Element shall not be Commenced nor continued to be Commenced (as applicable) unless the Approved Outline Design Manger is appointed, retained and undertaking his duties.~~

~~2.3 In the event the Developer is not LLDC the Developer covenants:-~~

~~2.3.1 Prior to the Commencement of the Outline Element the Design Selection Strategy shall be submitted to the LPA for its Approval.~~

~~2.3.2 No part of the Outline Element shall not be Commenced unless the Reserved Matters Approval to which it relates has been prepared in accordance with the Approved Design Selection Strategy.~~

~~2.3.3 Prior to the Commencement of the Outline Element the Design Management Strategy shall be submitted to the LPA for its Approval.~~

3.2 | ~~2.3.4 The Outline Element shall only be constructed in~~ No Development shall be carried out except in strict accordance with the Approved Design Management Strategy Drawings.

4. DESIGN MONITORING PROCESS

4.1 | The Parties hereby agree that:

4.1.1 | this paragraph 4 shall apply (and shall only apply) following a Trigger Event;

4.1.2 | the obligations on the LPA in this paragraph 4 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event.

4.2 | Not more than 20 Working Days following the Trigger Event the Developer and the LPA shall hold an initial workshop to:

4.2.1 | discuss and agree how the Original Design Principles will be safeguarded prior to their approval in the relevant Design Application;

4.2.2 | discuss the appointment of the Monitoring Team;

4.2.3 | discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and

4.2.4 | review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 4.4.

4.3 | The following parties shall be invited to attend the Initial Design Monitoring Workshop:

- 4.3.1 | the Design Team;
- 4.3.2 | the Planning Team;
- 4.3.3 | (if already appointed and different to the Planning Team) the Monitoring Team.
- 4.4 | The Developer shall prepare and submit a draft Design Monitoring Plan to the LPA not less than 10 Working Days in advance of the Initial Design Monitoring Workshop.
- 4.5 | Not later than 10 Working Days following the Initial Design Monitoring Workshop the LPA shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:
- 4.5.1 | to monitor the design of the Development;
- 4.5.2 | to oversee compliance with the Original Design Principles;
- 4.5.3 | to oversee compliance with the quality of the Approved Drawings;
- 4.5.4 | to ensure technical issues do not give rise to conflicts with the Original Design Principles;
- 4.5.5 | to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;
- 4.5.6 | to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 4.4 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 Working Days following the Initial Design Monitoring Workshop;
- 4.5.7 | to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);
- 4.5.8 | to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
- 4.5.9 | to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;
- 4.5.10 | to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
- 4.5.11 | to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
- 4.5.12 | to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and
- 4.5.13 | to undertake site inspections prior to the LPA determining applications to discharge Design Conditions
and the appointment of the Monitoring Team will incorporate the table set out in Part 3 of this Schedule.
- 4.6 | The Developer shall:
- 4.6.1 | comply with the requirements of the Developer identified in final Design Monitoring Plan; and
- 4.6.2 | procure the compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan

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

~~2.3.5 Subject to paragraph 2.3.6 the Design Details shall be prepared in accordance with the Approved Design Management Strategy and no part of the Outline Element shall be Commenced unless the relevant Design Details have been prepared in accordance with the Approved Design Management Strategy.~~

~~2.3.6 In the event that any Design Details are not prepared in accordance with the Approved Design Management Strategy then the Developer shall pay on demand from the LPA the LPA's reasonable costs incurred in instructing a suitably qualified architect to review the relevant Design Details.~~

PART 2

ORIGINAL DESIGN PRINCIPLES

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

	<ul style="list-style-type: none"> • <u>Hard + soft landscaping details/paving</u> • <u>Any other materials not listed but bespoke to building requirements</u>
<u>Sustainability/ M&E (Building Services Engineer)</u>	<ul style="list-style-type: none"> • <u>Sustainability strategy (thermal performance, airtightness, renewables, zero carbon, material use)</u> • <u>Heated/ unheated space & airtightness strategy</u> • <u>Overheating prevention strategy</u> • <u>MEP principles and strategies</u> • <u>RCP plans where these affects external appearance such as walkways</u> • <u>Elements affecting façade such as vents or lighting</u>

PART 3

MONITORING TEAM - ACTIONS AND DELIVERABLES

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

	<ul style="list-style-type: none"> • <u>subcontractors)</u> • <u>Scope of Design Monitoring Reports</u> • <u>Plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates & milestones</u> • <u>Identify relevant planning conditions, and target dates for discharge</u> • <u>Frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages)</u> • <u>Information release schedule and construction phase plan</u> 		
<u>RIBA Stage 3 – 5</u> <u>During the above</u> <u>RIBA Work Stages</u>	<p><u>Design Monitoring Reports:</u></p> <p><u>Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4.</u></p> <p><u>Monitoring Team to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows;</u></p> <ul style="list-style-type: none"> • <u>Executive summary</u> • <u>Report on progress against the Design Monitoring Plan</u> • <u>Report on workshops held, with overview of conclusions</u> • <u>Report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub-contractor/ supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period</u> • <u>Provide commentary and recommendations regarding submission of Design Applications by Design Team</u> • <u>Report on any deviations from the Approved Drawings</u> • <u>Report on progress on site, and conformity with design / approved planning documents (during stage 5)</u> • <u>Commentary on S73 or 96A applications in the period if applicable</u> • <u>Status of previous comments and recommendations</u> • <u>Actions and decisions required in the next period</u> • <u>Conclusions</u> 	<u>Submit Design Monitoring Reports to LPA as supporting information to discharge of each relevant design condition</u>	<u>Submission: DDMMYY</u> <u>Approval: DDMMYY</u>
<u>RIBA Stage 3 – 5</u> <u>During the above</u>	<p><u>Design Application Report</u></p> <p><u>For each design related condition</u></p>	<u>Submit Design Application Report(s)</u>	<u>Submission: DDMMYY</u>

<u>RIBA Work Stages</u>	<u>discharge a supporting report should be provided including:</u> <ul style="list-style-type: none"> • <u>Executive summary</u> • <u>Report on compliance with the Approved Drawings</u> • <u>For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process</u> • <u>Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition</u> 	<u>to the LPA</u>	<u>Approval:</u> <u>DDMMYY</u>
<u>RIBA Stage 5</u> <u>During the above RIBA Work Stage</u>	<u>Design Monitoring Sample Reviews & Site Visits:</u> <u>Sample reviews:</u> Carry out reviews of samples, mock-ups & benchmarks areas of external envelope and landscaped areas (identified in planning condition & Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the Works. Reviews to be combined with site visits where possible. <u>Site Visits:</u> Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up and benchmark areas. Site inspections prior to relevant condition sign off by the LPA of building elements such as façade brickwork or landscaping.	<u>Monitoring Team to attend site visits with the LPA as requested</u>	<u>Submission:</u> <u>DDMMYY</u> <u>Approval:</u> <u>DDMMYY</u>
<u>RIBA Stage 6</u> <u>During the above RIBA Work Stage</u>	<u>Design Monitoring Completion Letter:</u> <u>For each design related condition a supporting letter at completion should be provided including:</u> <ul style="list-style-type: none"> • <u>Executive summary</u> • <u>Report on compliance with the Approved Drawings</u> • <u>Commentary on compliance with the information submitted for discharge of conditions</u> • <u>Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings</u> 	<u>Submit Design Monitoring Completion Letter to the LPA</u>	<u>Submission:</u> <u>DDMMYY</u> <u>Approval:</u> <u>DDMMYY</u>

NOTE

CALCULATION OF DESIGN MONITORING COSTS

Table 1 – Schedule of Fees and Scope Overview for Design Monitoring		
<u>Scale of Development</u>	<u>Indicative fee</u>	<u>Monitoring Team Indicative Scope</u> <i>Consultant time shown indicatively in italics, includes associated workshops/ reviews & activities as shown in table 3.</i>
<u>10-24 dwellings/ up to 15000sqm GIA non-residential</u>	<u>£18,000 plus VAT</u>	<u>Design Monitoring Plan (Including workshop)</u> <i>2 days</i> <u>Design Monitoring Reports: 8no. (including 2 reports by landscape architect, approx 4 workshops)</u> <i>9 days</i> <u>Sample reviews/ site visits: 8no.</u> <i>3 days</i> <u>Design Monitoring Letter</u> <i>1 day</i>
<u>25-49 dwellings/ Up to 2999 sq m GIA non-residential</u>	<u>£24,000 plus Vat</u>	<u>Design Monitoring Plan (Including workshop)</u> <i>2 days</i> <u>Design Monitoring Reports: 10 no. (Including reports 2 by landscape architect, approx 5 workshops/ package reviews)</u> <i>10 days</i> <u>Sample reviews/ site visits; 4no.</u> <i>4 days</i> <u>Design Monitoring Letter</u> <i>1 day</i>
<u>50-99 dwellings/ 3000-4999sqm GIA non-residential</u>	<u>£40,000 plus Vat</u>	<u>Design Monitoring Plan (Including workshop)</u> <i>2 days</i> <u>Design Monitoring Reports: 15 no. (Including reports 3 by landscape architect, approx 8 workshops/ package reviews)</u> <i>16 days</i> <u>Sample reviews/ site visits; 6no.</u> <i>5 days</i> <u>Design Monitoring Letter</u> <i>1 day</i>
<u>100-149 homes/ 5000-9999sqm GIA non-residential</u>	<u>£60,000 plus Vat</u>	<u>Design Monitoring Plan (Including workshop)</u> <i>3 days</i> <u>Design Monitoring Reports: 18 no. (Including reports 3 by landscape architect, approx 10 workshops/ package reviews)</u> <i>20 days</i>

		<u>Sample reviews/ site visits; 8no.</u> <u>8 days</u> <u>Design Monitoring Letter</u> <u>1 day</u>
<u>150-300 dwellings /</u> <u>10000-14999sqm GIA</u> <u>non-residential</u>	<u>£70.000 plus Vat</u>	<u>Design Monitoring Plan (Including</u> <u>workshop)</u> <u>3 days</u> <u>Design Monitoring Reports: 20 no.</u> <u>(Including reports 5 by landscape</u> <u>architect, approx 12 workshops/ package</u> <u>reviews)</u> <u>23 days</u> <u>Sample reviews/ site visits; 10no.</u> <u>8 days</u> <u>Design Monitoring Letter</u> <u>1 day</u>
<u>300+ dwellings/ 1500sqm +</u> <u>GIA non-residential</u>	<u>£80,000 plus VAT</u>	<u>Design Monitoring Plan (Including</u> <u>workshop)</u> <u>3 days</u> <u>Design Monitoring Reports: 25 no.</u> <u>(Including reports 5 by landscape</u> <u>architect, approx 14 workshops/ package</u> <u>reviews)</u> <u>28 days</u> <u>Sample reviews/ site visits; 10no.</u> <u>9 days</u> <u>Design Monitoring Letter</u> <u>1 day</u>

SCHEDULE 8
ENERGY AND SUSTAINABILITY

DEFINITIONS

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

"Carbon Offset Payment"	means the higher of:- (a) £60 (Indexed from the date of the SPD) per carbon tonne or such other amount as is specified in any future adopted document that replaces the SPD; and (b) the amount as is set from time to time by the adopted London Plan relating to carbon offset solutions
"Carbon Reduction Requirement"	means the carbon emission reduction requirements specified in conditions S.20 and O.21 of the Planning Permission
"District Energy Network"	means the Olympic Park district heating network
"SPD"	means the LPA's Carbon Offset Local Plan Supplementary Planning Document (August 2016)

1. DISTRICT ENERGY NETWORK – DETAILED ELEMENT

1.1 This paragraph 1 applies to the Detailed Element only.

1.2 The Developer shall connect or procure a connection of the District Energy Network to each Building in the Detailed Element to the District Energy Network and no Building within the Detailed Element shall be Occupied unless it has been connected to the District Energy Network.

1.3 Prior to first Occupation of the Detailed Element the Developer shall submit to the LPA for its Approval details to show the Carbon Reduction Requirement is met or to confirm the Carbon Reduction Requirement cannot be met.

1.4 If the details submitted and Approved by the LPA pursuant to paragraph 1.3 above show the Carbon Reduction Requirement is not met the Developer shall prior to Occupation of the Detailed Element pay to the LPA the Carbon Offset Payment for the difference between what has been achieved and the Carbon Reduction Requirement.

2. DISTRICT ENERGY NETWORK – OUTLINE ELEMENT

2.1 This paragraph 2 applies to the Outline Element only.

2.2 The Developer shall connect or procure a connection of the District Energy Network to the part of the SWFT Site which comprises the Outline Element which will enable the connection of each Building in the Outline Element to the District Energy Network and no Building within the Outline Element shall be Occupied unless it has been connected to the District Energy Network.

2.3 Prior to first Occupation of each Phase of the Outline Element the Developer shall submit to the LPA for its Approval details to show the Carbon Reduction Requirement is met or to confirm the Carbon Reduction Requirement cannot be met.

2.4 If the details submitted and Approved by the LPA pursuant to paragraph 2.3 above show the Carbon Reduction Requirement is not met the Developer shall prior to Occupation of the relevant Phase of the Outline Element pay to the LPA the Carbon Offset Payment for the difference between what has been achieved and the Carbon Reduction Requirement.

SCHEDULE 9

COMMUNITY OUTREACH

DEFINITIONS

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

"Alternative Education Outreach Programme"	means a programme setting out either:- (a) details of an alternative outreach programme the relevant Occupier will deliver; or (b) details of an alternative outreach programme the relevant Occupier is already a member of or proposes to join
"East Bank Partners"	means Sadler's Wells, the BBC, London College of Fashion and the V&A
"East Education Programme"	means LLDC's programme for delivering a range of outreach and education activities in partnership with East Bank Partners, with the aim of delivering the following outcomes:- (a) raise aspirations through providing access to a diverse education programme; (b) develop inspiring career pathways, making it easy for young people to navigate; (c) broaden participation and widen reach into university and cultural institutions; and (d) contribute towards supporting raising educational attainment amongst children and young people in east London

1. EAST EDUCATION PROGRAMME

1.1 This paragraph 1 applies to the Detailed Element only.

1.2 The Developer shall use Reasonable Endeavours to procure that each proposed DE Building Occupier becomes a member of the East Education Programme from the date of this Agreement until its first Occupation of the relevant Building.

1.3 From the date of this Agreement until Occupation of the final DE Building to be Occupied the Developer shall every six months (or such longer period as is agreed from time to time between the Parties) submit to the LPA a report detailing the community outreach activities carried out by each of the DE Building Occupiers since the previous report.

1.4 The Developer shall procure that each DE Building Occupier shall be a member of the East Education Programme from the date of the relevant DE Building Occupier's first Occupation of the relevant Building and no DE Building shall be Occupied unless the relevant DE Building Occupier is a member of the East Education Programme or an Approved Alternative East Education Programme pursuant to paragraph 1.6.

1.5 Subject to paragraph 1.7 for a period of five years commencing on the date a DE Building is first Occupied the Developer shall every six months (or such longer period as is agreed from time to time between the Parties) submit to the LPA a report detailing the activities undertaken by the relevant DE

Occupier pursuant to the East Education Programme or an Approved Alternative East Education Programme pursuant to Paragraph 1.6

1.6 In the event the East Education Programme ceases to exist then not less than 12 weeks prior to the date on which it is anticipated that the East Education Programme will end the Developer shall notify the LPA and each DE Building Occupier and each DE Building Occupier shall by not later than the date which is six weeks prior to the anticipated end date of the East Education Programme submit to the LPA for its Approval an Alternative Education Outreach Programme and shall from the later of Approval or the date on which the East Education Programme ceases to exist comply with the Approved Alternative Education Outreach Programme or such other Alternative Education Outreach Programme as may be Approved by the LPA.

1.7 The obligation in paragraph 1.5 shall apply to the BBC Building only for 20 (twenty) years after first Occupation of the BBC Building (or until such earlier date as is agreed between the Developer and the LPA pursuant to paragraph 1.8).

1.8 The obligations in this paragraph 1 shall cease to apply to the BBC Building only on the date 20 (twenty) years after first Occupation of the BBC Building, or such earlier date as may be agreed between the Developer and the LPA PROVIDED THAT the Developer may not request that the obligations shall cease earlier than the date which is 10 (ten) years following first Occupation of the BBC Building.

SCHEDULE 10

HEALTHCARE CONTRIBUTION

DEFINITIONS

In this Schedule 10 the following words and expressions shall have the following meanings:

"Healthcare Contribution"	means the sum of £237,685 to be used by the LPA as a contribution towards the provision of additional general medical practitioner services within the LCS Area excluding the PDZ4 Health Centre
"LCS Area"	means the area shown edged red on the plan attached at Appendix 11
"PDZ4 Health Centre"	means PDZ4 health care facility permitted under the LCS (as defined in Schedule 2)

1. HEALTHCARE CONTRIBUTION

1.1 This Schedule applies to the Outline Element only.

1.2 Subject to paragraph 1.3 if at the date of first Occupation of the Residential Units the PDZ4 Health Centre is not open for public use the Developer shall not Occupy any Residential Units until it has paid to the LPA the Healthcare Contribution.

1.3 If at the date of first Occupation of the Residential Units construction of the PDZ4 Health Centre has commenced but it is not yet open for public use the obligation in paragraph 1.2 shall be suspended for a period of six months commencing on the date of first Occupation of the Residential Units and if at the end of that six month period:-

1.3.1 the PDZ4 Health Centre is open to public use the obligation in paragraph 1.2 shall cease to apply; or

1.3.2 the PDZ4 Health Centre is not open for public use the Developer shall within 10 Working Days pay to the LPA the Healthcare Contribution.

1.4 If at the date the Healthcare Contribution falls due pursuant to either paragraph 1.2 or 1.3 the Developer considers that it has adequate evidence that the healthcare needs of the Development are adequately provided for without provision of the PDZ4 Health Centre, and such evidence shall as a minimum include confirmation of the same from the relevant Clinical Commissioning Group, then the Developer may submit the same to the LPA for Approval and if the LPA Approves the submission made to it the obligation in paragraph 1.2 or paragraph 1.3.2 (as applicable) shall cease to apply from the date of the LPA's Approval.

1.5 In the event that the Healthcare Contribution is paid to the LPA, any part of the Healthcare Contribution which remains unspent or is not committed to be spent at the date the PDZ4 Health Centre is first opened for public use shall be repaid to the Developer within 20 Working Days of that date or of the date on which the Developer notifies the LPA that the PDZ4 Health Centre is open to the public, whichever is the later.

SCHEDULE 11

EPPING FOREST SAC IMPACT CONTRIBUTION

DEFINITIONS

In this Schedule 11 the following words and expressions shall have the following meanings:

"Epping Forest SAC Impact Contribution" means the sum of £5,036 to be passed by the LPA to Natural England as a contribution towards the provision of mitigation measures to protect the Epping Forest Special Area of Conservation

1. EPPING FOREST SAC IMPACT CONTRIBUTION

- 1.1 The Developer shall pay to the LPA the Epping Forest SAC Impact Contribution prior to first Occupation of any Building forming part of the Outline Element.
- 1.2 No Building forming part of the Outline Element shall be Occupied until the Developer has paid the Epping Forest SAC Impact Contribution to the LPA.

SCHEDULE 12

DEVELOPER'S LAND – TITLE NUMBERS

DEVELOPER'S LAND	TITLE NUMBER	PROPERTY DESCRIPTION
SWFT Site	EGL266376	111 Carpenters Road, Stratford (E15 2DU)
	EGL533909	Land lying to the east of East Cross Route
	EGL533913	Land lying to the north west of High Street
	EGL557358	Land to the north of Carpenters Road
	EGL558925	Land lying to the south east of Carpenters Road
	LN155361	Land on the North side of Carpenters Road
PML Site	EGL533914	The land at Pudding Mill Lane and Marshgate Lane to the south west of City Mill River and north west of Bow Back River
	EGL560513	The land comprising that section of Marshgate Lane immediately to the south of the underpass beneath the railway
BWT Site	EGL533915	The land at Bridgewater Road to the south west of the Waterworks River and north of The Greenway
	EGL428163	Land at Warton Road (partly within arch under railway)
RRW Site	EGL533916	Land On The South East Of High Street, London
	EGL571226	Land at Rick Roberts Way, London
	-Any change or additional title number(s) to be confirmed following the registration of the transfer of the RRW Site: TGL592204	Land on the south side of Rick Roberts Way, London

SCHEDULE 13 ~~Schedule 12~~

NOTIFICATIONS AND SUBMISSIONS TO THE LPA

Provision	Detail	Trigger
Schedule 3 Paragraph 3	Monitoring and review report	No later than 6 months following the Commencement of Development then every 12 months for 10 years
Schedule 4 Paragraph 1.1	Public Realm Plan	Prior to Commencement of the each of the Detailed Element and the Outline Element
Schedule 4 Paragraph 2.2	Detailed Estate Management Strategy	Prior to first Occupation of the Detailed Element
Schedule 4 Paragraph 3.2	Outline Estate Management Strategy	Prior to first Occupation of the Outline Element
Schedule 4 Paragraph 3.4	Building Estate Management Strategy	Prior to first Occupation of each Building within the Outline Element
Schedule 4 Paragraph 5.2.1(a)	Permitted Closure details	Not less than 10 Working Days before the date of the intended Permitted Closure
Schedule 4 Paragraph 5.4	Building Public Access Route Maintenance and Management Plan	Prior to the Occupation of each Building within the Detailed Element (save for the BBC Building)
Schedule 4 Paragraph 5.7	Event Strategy	Prior to the Occupation of the Detailed Element
Schedule 4 Paragraph 6.2	Public Arts and Cultural Events Strategy	Prior to first Occupation of the Detailed Element
Schedule 5 Paragraph 3.3	DE Cycle Parking Monitoring Report	No later than the date which is 12 (twelve) months following commencement of the DE Monitoring Period and every 6 (six) months thereafter
Schedule 5, Part 2 Paragraph 3.4	DE Cycle Parking Monitoring Report and DE Additional Short Stay Cycle Parking Spaces Delivery Plan	If any DE Cycle Parking Monitoring Report shows that the usage of the DE Short Stay Cycle Parking Spaces is more than 80% of capacity
Schedule 5 Part 2	OE Cycle Parking Monitoring Report	By no later than the date which is 12 (twelve) months following commencement of the OE Monitoring

Provision	Detail	Trigger
Paragraph 5.4		Period and every 6 (six) months thereafter
Schedule 5 Part 2 Paragraph 5.5	OE Cycle Parking Monitoring Report and the OE Additional Short Stay Cycle Parking Spaces Delivery Plan	If any OE Cycle Parking Monitoring Report shows that the usage of the short stay cycle parking spaces within the Outline Element is more than 80% of capacity
Schedule 6 Paragraph 1.2	TV Reception Survey	No above ground works shall be carried out within either of the Detailed Element nor the Outline Element until submission and Approval
Schedule 6 Paragraph 1.3	Second TV Reception Survey	10 complaints received and the consultant considers it reasonable within one year of Completion
Schedule 7 Paragraph 1.2.1	If the Developer is LLDC - Appointment of Detailed Design Manager	prior to the Commencement of the Detailed Element
Schedule 7 Paragraph 1.4.1	If the Developer is not LLDC – Design Strategy	prior to the Commencement of the Detailed Element
Schedule 7 Paragraph 1.5	Report on compliance Paragraph 1.4	Once per quarter commencing on the Commencement Date – Conditional on Paragraph 1.4
Schedule 7 Paragraph 2.2.1	If the Developer is LLDC - Evidence of Appointment of Outline Design Manager	prior to the Commencement of the Outline Element
Schedule 7 Paragraph 2.3.1	If the Developer is not LLDC – Design Selection Strategy	Prior to the Commencement of the Outline Element
Schedule 7 Paragraph 2.3.3	If the Developer is not LLDC – Design Management Strategy	Prior to the Commencement of the Outline Element
Schedule 8 Paragraph 1.3	Details to show Carbon Reduction Requirement is met or cannot be met.	Prior to Occupation of the Detailed Element
Schedule 8 Paragraph 2.3	Details to show Carbon Reduction Requirement is met or cannot be met	Prior to Occupation of each Phase of the Outline Element
Schedule 9	Report detailing community outreach	Every six months From date of Agreement until Occupation of the final

Provision	Detail	Trigger
Paragraph 1.3	activities	DE Building to be Occupied
Schedule 9 Paragraph 1.5	Alternative Education Outreach Programme	Not less than 12 weeks prior to the anticipated date that the East Education Programme will cease
Schedule 10 Paragraph 1.4	Evidence that the healthcare needs of the Development are adequately provided for without provision of the PDZ4 Health Centre	The date the Healthcare Contribution falls due

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

.....
Authorised Signatory

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

.....
Authorised Signatory

APPENDIX 1
PLAN OF THE SWFT SITE

APPENDIX 2
PLAN OF PUDDING MILL SITE

APPENDIX 2A
PLAN OF PML SITE

APPENDIX 2B
PLAN OF BWT SITE

APPENDIX 2C

PLAN OF TFL TRANSFER LAND

APPENDIX 3
PLAN OF RRW SITE

APPENDIX 4A
PLAN OF THE BUILDINGS

APPENDIX 4B

PLAN OF BUILDINGS A1, A2, B1 AND B2

APPENDIX 5
PLAN OF THE QEOP

APPENDIX 6
BUS SERVICE ENHANCEMENTS PLAN

APPENDIX 7

CYCLE HIRE SAFEGUARDING LAND AND THE F10 BRIDGE AREA

APPENDIX 8
SHORT STAY CYCLE PARKING SPACES

APPENDIX 9

PLAN SHOWING THE LOCATION OF THE CAR CLUB SPACES

APPENDIX 10
PLAN SHOWING THE SURROUNDING PROPERTIES

APPENDIX 11
PLAN OF THE LCS AREA

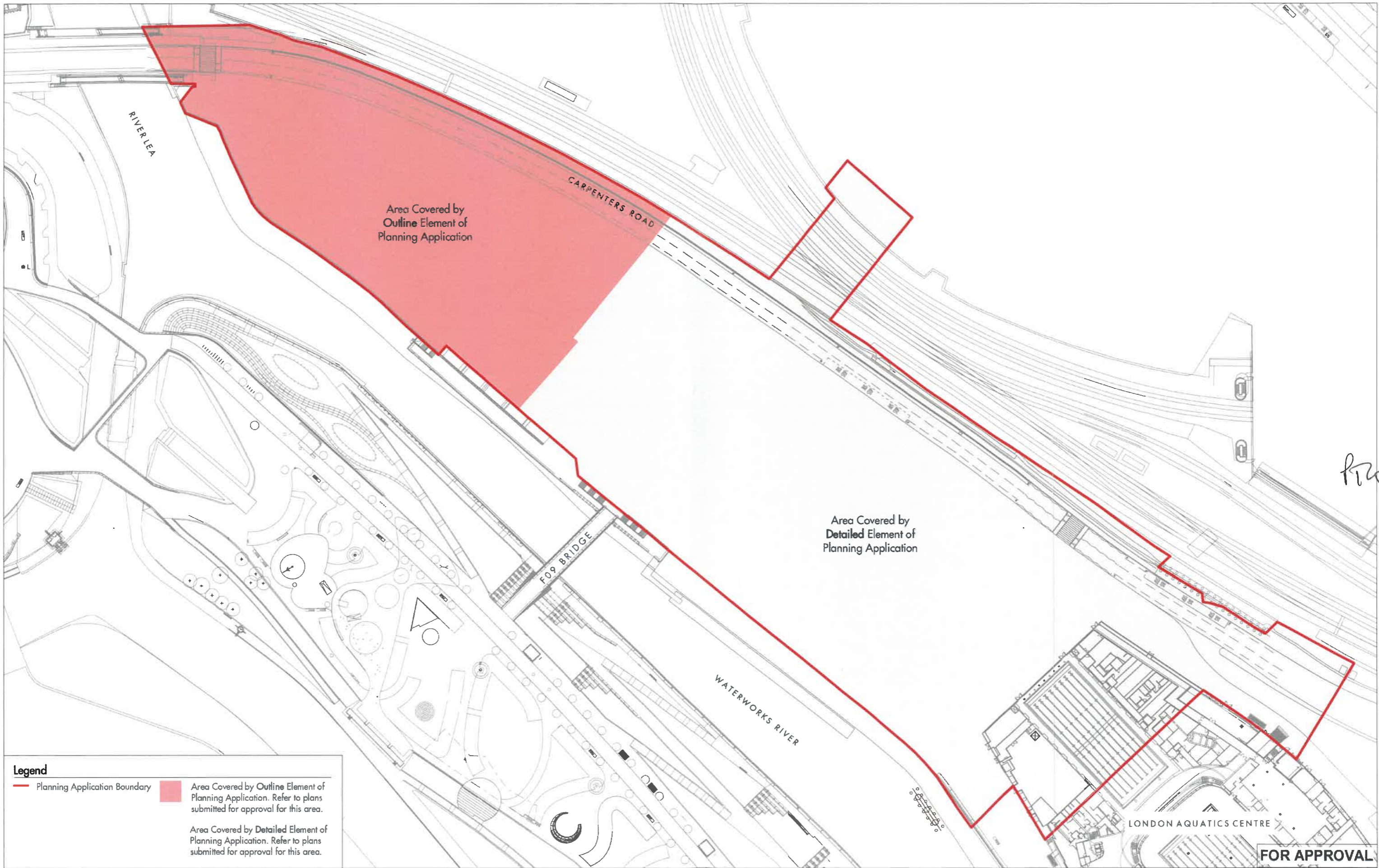
APPENDIX 12
PLAN OF CARPENTERS LAND BRIDGE

APPENDIX 13
DRAFT PLANNING PERMISSION

APPENDIX 14
TFL CONTRIBUTIONS DEED

APPENDIX 3
PLAN OF SWFT SITE

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Legend

- Planning Application Boundary
- Area Covered by Outline Element of Planning Application. Refer to plans submitted for approval for this area.
- Area Covered by Detailed Element of Planning Application. Refer to plans submitted for approval for this area.

REV	DATE	DESCRIPTION	CHKD
PL01	18.10.18	Planning Issue	KL

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Arquitectura
 Pare Clare, 22 3r
 17001 Girona
 +34 972 081 719

Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 +44 20 7921 0100

BURGHAPPOLD ENGINEERING
 17 Newman Street
 London W1T 1PD
 +44 20 7927 8700

O'DONNELL + TUOMEY ARCHITECTS
 20A Camden Row
 Dublin 8 Ireland
 +35 3 1 475 2500

LDÄDESIGN
 8-10 New Fetter Lane
 London EC4A 1AZ
 +44 20 7467 1470

Drawing Author
Allies and Morrison

Prepared on behalf of the LLDC

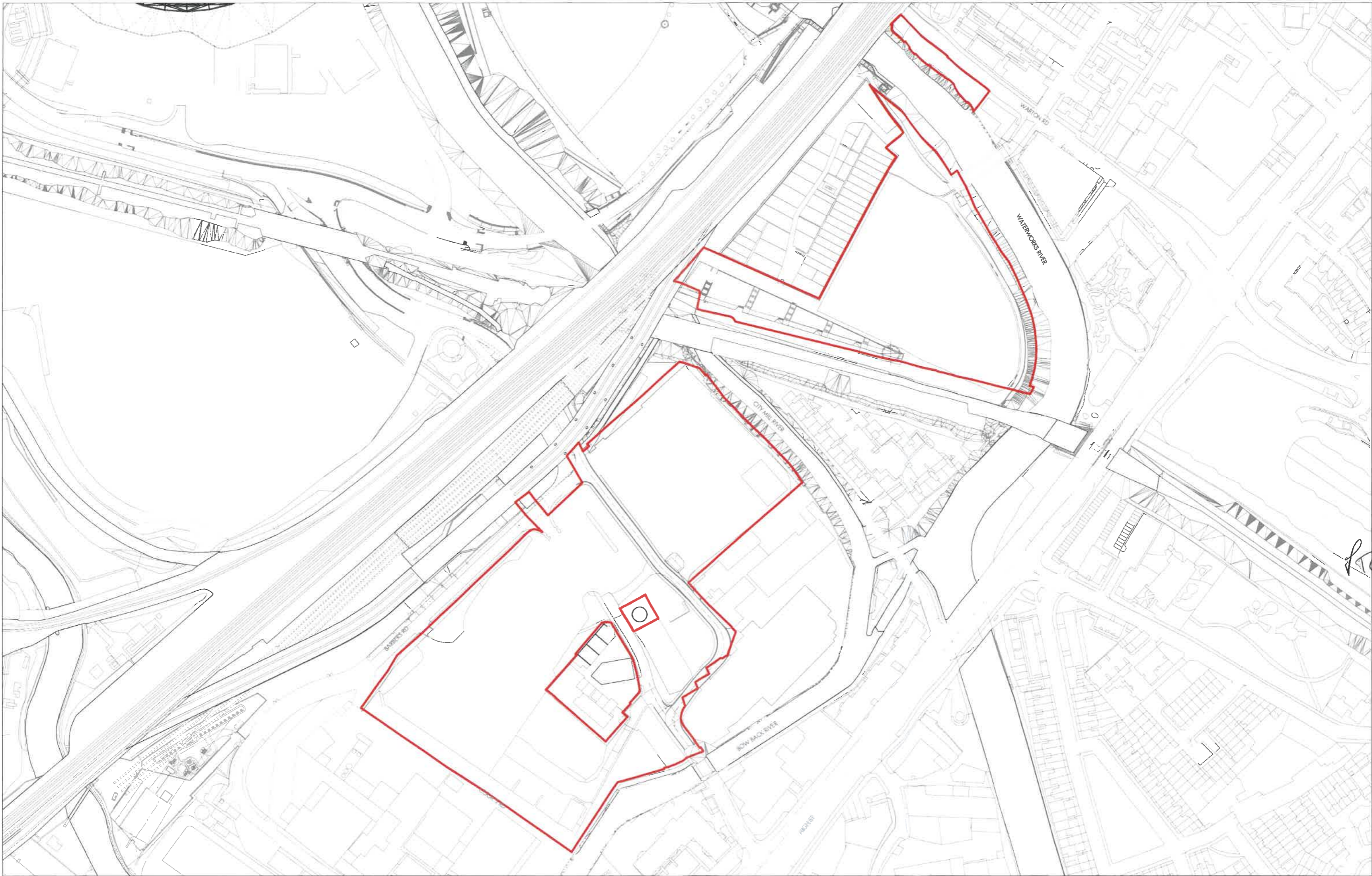
Stratford Waterfront
 PARAMETER PLAN
 Outline Element & Detailed Element of
 Planning Application
MP101-SW02-01-XX-A-DPL-XXXX-0100-0002
 SCALE: 1:625 @A1 1:1250 @A3 JOB NO: 17097_01 OFFICIAL: PROTECTED

Suitability
D5
 Revision
PL01

FOR APPROVAL

APPENDIX 4
PLAN OF PUDDING MILL SITE

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RG

Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with all features and coordinate survey. The Architect must be notified of any discrepancy.
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REV	DATE	DESCRIPTION	BY
	12/05/2016	Issue for EIA	AS
	13/05/2016	Introduce 4 EIA base	AS
	27/06/2016	Issue for Information	AS
	06/07/2016	Introduce 3 and 4 revision	AS

PUDDING MILL SITE RED LINE

Alias and Morrison
 85 Southwark Street
 London SE1 0JX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 info@allisonmorrison.co.uk

AM JOB NO: 1090

STRATFORD WATERFRONT S106
PUDDING MILL RED LINE PLAN
 SCALE 1 : 1250 @A1
 SCALE 1 : 2500 @A3



APPENDIX 5
PLAN OF RRW SITE

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Notes:-

Do not scale from this drawing.

— LLDC Land

— LBN Land

LONDON LEGACY DEVELOPMENT CORPORATION

Level 10, 1 Stratford Place
Montfichet Road, London
E20 1EJ

+44 (0) 20 3288 1800
info@londonlegacy.co.uk

Project:
Rick Roberts Way

Location:
Rick Roberts Way

RTG

Drawing Title:
220307 RRW Proposed Land
Boundaries

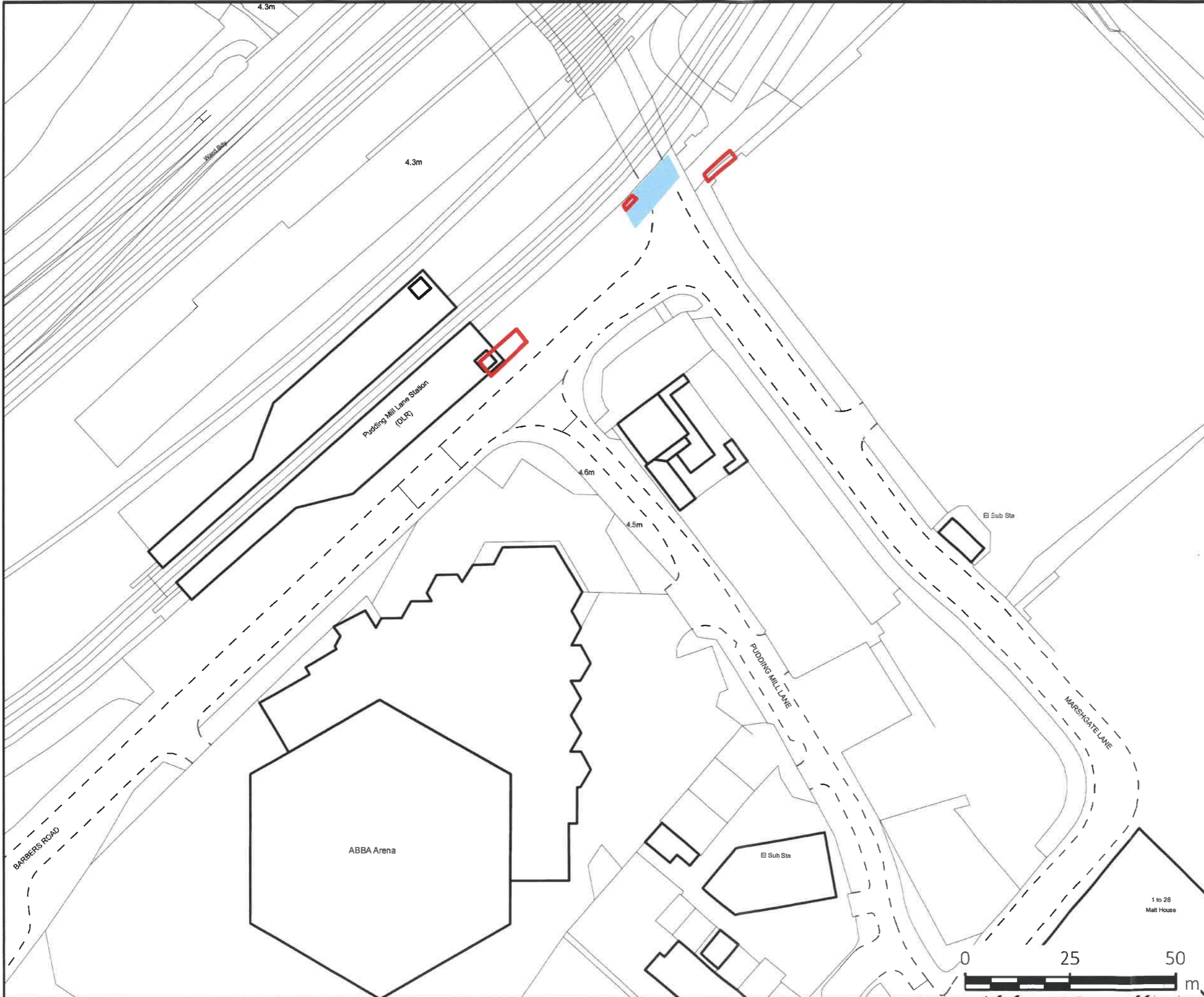
Drawing Reference:

Status:	For Information
Issue:	001
Date:	07.03.2022
Scale:	1:2000
Drawn by:	LS
Checked by:	OR

APPENDIX 6

TFL LAND

[INTENTIONALLY BLANK]



TfL Property Services
 Palestra,
 197 Blackfriars Road,
 London,
 SE1 8NJ

MAYOR OF LONDON

Land from LLDC to TfL
 (1 of 2)

Barber's Road
 E15 2RU

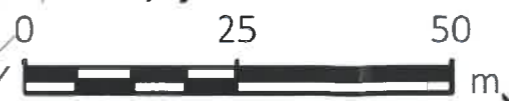
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- DLR Protection Zone

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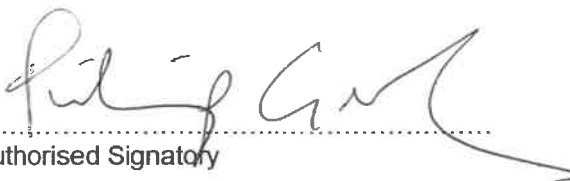
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)
)
)
_____)
Authorized Signatory

A handwritten signature in black ink, appearing to read 'Philip G...'. The signature is written over a horizontal dotted line.