



HERBERT
SMITH
FREEHILLS

DATED 27 November 2024

LONDON LEGACY DEVELOPMENT CORPORATION

and

STRATFORD CITY DEVELOPMENTS LIMITED

**AGREEMENT PURSUANT TO
SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990**

relating to land at

Plot M2, Car Park C, Westfield Shopping Centre,
Stratford and land at Hitchcock Lane, International
Station Square, Celebration Avenue and
Roundhouse Lane, London E20

Planning Application 24/00113/FUL

Herbert Smith Freehills LLP

THIS DEED is made on the 27 day of November 2024

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN (the "LPA"); and
- (2) **STRATFORD CITY DEVELOPMENTS LIMITED** (Co. Reg. No. 04261851) of 4th Floor, 1 Ariel Way, London, W12 7SL (the "Developer")

WHEREAS:

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to the London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer is the freehold proprietor of the Site registered at HM Land Registry under Title Number AGL240683.
- (C) The Planning Application was validated by the LPA on 2 April 2024.
- (D) 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.
- (E) 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 enabling powers.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

"1990 Act" means the Town and Country Planning Act 1990 (as amended);

"Academic Year" means the academic year of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution;

"Additional Affordable Student Accommodation" means any Additional Affordable Student Accommodation Units and/or any Partial Unit Contribution all of which shall be subject to the Affordable Student Accommodation Cap;

"Additional Affordable Student Accommodation Scheme" means a scheme prepared in accordance with the provisions of paragraph 3 of Schedule 9 if an Early Stage Review concludes that Additional Affordable Student Accommodation is capable of being provided within the Development and which identifies how surplus return identified in the Early Stage Review could be applied towards the provision of Additional Affordable Student Accommodation Units, to include:

- (a) details of which previously intended Private Student Accommodation Units would be converted into Additional Affordable Student Accommodation Units;
- (b) the number of previously intended Private Student Accommodation Units to be converted to Affordable Student Accommodation;

- (c) plans showing the location, size and internal layout of each Additional Affordable Student Accommodation Unit with reference to plans and drawings approved as part of the Planning Application;
- (d) an indicative timetable for construction and delivery of the Additional Affordable Student Accommodation Units; and
- (e) details of any Partial Unit Contribution;

"Additional Affordable Student Accommodation Units" means the previously intended Private Student Accommodation Units to be converted to Affordable Student Accommodation pursuant to an Additional Affordable Student Accommodation Scheme agreed under paragraph 2.1.3 of Schedule 9;

"Additional Wheelchair Accessible Units" means Initial Wheelchair Adaptable Units which are adapted to Wheelchair Accessible Units;

"Affordable Student Accommodation" means Student Accommodation that is provided pursuant to Schedule 1 at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent;

"Affordable Student Accommodation Cap" means that the Developer shall not in any circumstances be required by any obligation(s) in this Agreement to:

- (a) provide more than 260 Student Accommodation Units in the Development as Affordable Student Accommodation; nor
- (b) provide more than the equivalent of 260 Student Accommodation Units in the Development as Affordable Student Accommodation by the provision of the Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units and/or any Partial Unit Contribution pursuant to this Agreement;

"Affordable Student Accommodation Units" means not less than 182 Student Accommodation Units which comprise the Affordable Student Accommodation to be provided pursuant to paragraph 1 of Schedule 1 and **"Affordable Student Accommodation Unit"** shall be construed accordingly;

"Agreement" means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;

"Alternative Landscape Scheme" means an Off Site landscaping scheme of equivalent value to the Off-Site Public Realm Works and which shall include the installation of a vitreous enamel wall treatment as a free-standing structure as shown on the Landscaping Plan;

"Anticipated Commencement Date" means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced;

"Anticipated Substantial Implementation Date" means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented;

"Approved Drawings" means the drawings approved by the Planning Permission or a S73 Permission as each may be varied by any S96A Amendment;

"Architect" means Allford Hall Monaghan Morris;

"Artwork" means a mural or artwork to the soffit of the Building and along Hitchcock Lane;

"Artwork Design Competition Strategy" means the strategy setting out the process for holding a competition for local artists within the Growth Boroughs to design the Artwork, including details of the brief to be provided to local artists, such competition to be judged according to the following weighting:

- (a) 70% in respect of the quality of the design;
- (b) 20% in respect of financials; and
- (c) 10% in respect of equality, diversity and inclusion;

"Average Affordable Student Accommodation Value" means the average value of Affordable Student Accommodation floorspace per square metre within the Development at the Revised Substantial Implementation Date based on the relevant information provided to establish the Estimated GDV;

"Average Habitable Room Size" means the average habitable room size at the Development;

"Average Private Student Accommodation Value" means the average value of Private Student Accommodation floorspace per square metre within the Development at the Revised Substantial Implementation Date based on the relevant information provided to establish the Estimated GDV;

"Blue Badge Car Parking Space" means one car parking space in the location shown on drawing number PL102 Rev P01 attached at Appendix 5 of this Agreement to be made available by the Developer for use by Occupiers of the Student Accommodation who hold a disabled parking permit under the Disabled Persons (Badges for Mother Vehicles) (England) Regulations 2000;

"Blue Badge Car Parking Strategy" means a strategy providing for the Developer to:

- (a) monitor the demand for blue badge car parking spaces by Occupiers of the Student Accommodation; and
- (b) where such monitoring demonstrates that it is necessary, provide an additional blue badge car parking space(s) in the location shown on the drawing attached at Appendix 6 of this Agreement for use by Occupiers of the Student Accommodation who hold a disabled parking permit under the Disabled Persons (Badges for Mother Vehicles) (England) Regulations 2000;

"Building" means the part of the Development comprising the construction of an extension to the existing shopping centre building above rooftop car park level to provide the Student Accommodation;

"Carbon Emissions Report" means (where applicable) a report in respect of the Development setting out:

- (a) an assessment of the estimated regulated CO2 emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020);
- (b) whether an On Site reduction of regulated CO2 emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised;
- (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved; and

- (d) if the net zero carbon target is not met On Site: (i) the carbon gap; and (ii) the calculation of the Carbon Offset Payment payable based on that carbon gap;

"Carbon Offsetting" means the process of compensating for carbon dioxide emissions arising from the Development, by participating in schemes to make reductions of carbon dioxide;

"Carbon Offset Payment" means the amount to be agreed in writing with the LPA following submission of the Carbon Emissions Report, having been calculated in accordance with the LPA's adopted Getting to Net Zero SPD (October 2022) and where the cost of carbon is £95 per tonne (Indexed);

"Cascade Mechanism" means the cascade mechanism to be submitted to and approved by the LPA pursuant to paragraph 2.2 of Schedule 2;

"Change in Build Costs" means the percentage change in the Index from the date of grant of the Planning Permission to the Revised Substantial Implementation Date;

"Change in GDV" means the percentage change in the CPIH from date of grant of the Planning Permission to the Revised Substantial Implementation Date;

"Commencement" means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) Preparatory Works and **"Commence"** and **"Commenced"** shall be construed accordingly;

"Commencement Date" means the date upon which the Development is Commenced;

"Common Areas" means:

- (a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the Highway Authority pursuant to its powers under the 1980 Act; and
- (b) all areas within the Development which are used in common by Occupiers and users of the Development,

which are shown on Landscape Ground Level GA Plan (L-X-PLN-001) and the Proposed Mezzanine Floor Plan (PL101) and the Proposed Ground Floor Plan (PL100);

"Community Engagement Statement" means a statement which demonstrates the community engagement undertaken by the Developer (including with women and girls) in relation to the design of the Alternative Landscape Scheme;

"Completed" means completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and **"Complete"** and **"Completion"** shall be construed accordingly;

"Comply" means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and **"Compliance"** and **"Complying"** shall be construed accordingly;

"Condition" means a condition of the Planning Permission;

"Consent" means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed and **"Consents"** shall be construed accordingly;

"Council" means the London Borough of Newham and its successors in function;

"**Council's Area**" means the administrative area of the Council;

"**CPIH**" means the Consumer Prices Index including owner occupiers' housing costs as published by the Office for National Statistics or any official publication substituted for it;

"**Decarbonisation Measures**" means On Site measures to achieve carbon reductions (beyond those already secured as part of the Planning Permission) equivalent to the carbon savings that would have been achieved if the Development was connected to the District Energy Network;

"**Defects Liability Period**" means such period of time following Completion of the Student Accommodation in which a contractor may remedy defects as may be included in the building contract for the Student Accommodation;

"**Design Application**" means one of the following:

- (a) an application pursuant to conditions of the Planning Permission pertaining to design;
- (b) an application for a S96A Amendment; and
- (c) an application for a S73 Permission;

"**Design Monitoring Contribution**" means the sum of £80,000 (eighty thousand pounds) (Indexed) towards the LPA's reasonable costs incurred in monitoring the design quality of the Development and to ensure that all such works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA;

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

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

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

"**Developer**" shall have the meaning ascribed to it in clause 1.2.7;

"**Development**" means the development of the Site and all other operations and/or works authorised by the Planning Permission;

"**Development Viability Information**" means the following information:

- (a) Estimated Build Costs;
- (b) Estimated GDV;
- (c) Change in Build Costs;
- (d) Change in GDV;
- (e) Average Affordable Student Accommodation Value;
- (f) Average Private Student Accommodation Value;
- (g) Average Habitable Room Size;

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

"**Dispute**" means any dispute, issue, difference or claim as between the relevant Parties in respect of any matter contained in or arising from or relating to this Agreement or the

relevant Parties' obligations and rights pursuant to it (other than in respect of any matter of law);

"District Energy Network" means the Queen Elizabeth Olympic Park district heating network;

"Early Stage Review" means the upwards only review of the financial viability of the Development to be carried out at the Revised Substantial Implementation Date applying Formula 1a and Formula 2 in accordance with the provisions of Schedule 9 to determine whether Additional Affordable Student Accommodation can be provided as part of the Development subject always to the Affordable Student Accommodation Cap;

"Early Stage Review Submission" means the following information to be submitted by the Developer to the LPA on an open book basis:

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

"Employment Monitoring Report" means a report prepared by the Developer following written request from the LPA and detailing how the Developer is meeting the requirements set out in Schedule 5, including providing detail on the current make-up of the workforce related to the Development at that time;

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

"Energy Performance Monitoring" means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators:

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

"Energy Performance Monitoring Period" means a period of not less than five years commencing on the date of First Occupation of the Student Accommodation;

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

"Estate Management Strategy" means a strategy setting out detailed proposals for:

- (a) the management and maintenance (including repair, renewal, cleaning and keeping tidy of:
 - (i) the Common Areas;

- (ii) the On-Site Public Realm Works; and
 - (iii) the Off-Site Public Realm Works or the Alternative Landscape Scheme, and including in respect of (i) and (ii) above all associated street furniture, lighting, security equipment and drainage;
- (b) management and co-ordination of waste collection and recycling; and
- (c) liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission;

"Estimated Build Costs" means the estimated build costs of the Development determined as at the Revised Substantial Implementation Date;

"Estimated GDV" means the estimated gross development value of the Development determined as at the Revised Substantial Implementation Date;

"Expert" means an independent expert appointed in accordance with the provisions of clause 9 to determine a Dispute;

"External Level 7 Façade Works" means any installation works to the external façade of level 7 of the residential floors of the Building including (but not limited to) installation of cladding but not including any Superstructure Works;

"First Occupation" means first Occupation of the Building or the relevant part thereof as provided for in this Agreement and **"First Occupy"** shall be construed accordingly;

"Fit Out Works" means works comprised in the delivery of the Building beyond Shell and Core;

"Formula 1a" means the following formula to be applied at any Early Stage Review for determining surplus return available for Additional Affordable Student Accommodation:

X = Surplus return available for Additional Affordable Student Accommodation

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

A = Estimated GDV (£)

B = $A \div (C + 1)$ (£)

C = Change in GDV (%)

D = Estimated Build Costs (£)

E = $D \div (F + 1)$ (£)

F = Change in Build Costs (%)

P = $(A - B) * Y$ (£)

Y = Target Return (%)

"Formula 2" means the following formula for determining the number of Additional Affordable Student Accommodation Units to be provided where the application of Formula 1a at the Early Stage Review identifies surplus return:

X = Additional Affordable Student Accommodation requirement (habitable rooms)

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

A = Average Private Student Accommodation Value (£)

B = Average Affordable Student Accommodation Value (£)

D = Average Habitable Room Size (square metres)

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

"Future Proofing Measures" means future proofing measures within the Development to enable future connection of the Development to the District Energy Network or any Local Solution;

"Gender Inclusive Design Strategy" means a written strategy to be submitted to the LPA for written approval which details how the Developer shall engage with women and girls on the detailed design of the On-Site Public Realm Works and the Off-Site Public Realm Works in accordance with the best practice within the LPA's Handbook *Creating Places That Work for Women and Girls* (July 2024) including details of how the On-Site Public Realm Works and Off-Site Public Realm Works will be managed and maintained to promote the safety of women and girls;

"GLA" means the Greater London Authority;

"Growth Boroughs" means the London Boroughs of Newham, Waltham Forest, Tower Hamlets and Hackney;

"Higher Education Institution" means an education institution recognised by the Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education or such other education institution as shall be agreed between the LPA and the Developer from time to time;

"Highway Authority" means the Council and/or TfL (as the case may be) or their successors in function;

"Inclusive Economy Contribution" means the sum of £100,000 (one hundred thousand pounds) (Indexed) which shall be used by the LPA towards economy education, employment and skills programmes in the Growth Boroughs;

"Index" means the All-in Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative index agreed by the LPA and the Developer;

"Indexed" means in relation to a sum that it is to be increased in accordance with clauses 14.2 and 14.3;

"Initial Wheelchair Accessible Units" means the 5% of Student Accommodation Units which are to be constructed as Wheelchair Accessible Units pursuant to Condition 62 of the Planning Permission;

"Initial Wheelchair Adaptable Units" means the 5% of Student Accommodation Units (in addition to the Initial Wheelchair Accessible Units) which are to be capable of being fully fitted out for a wheelchair user pursuant to Condition 62 of the Planning Permission;

"Interest" means interest at 4% above the base lending rate of Barclays Bank Plc from time to time;

"Interested Higher Education Institution" means University College London or such other Higher Education Institution with whom the Developer has entered into a Nominations Agreement from time to time;

"Landscaping Plan" means drawing number 261-SM2-L-X-PLN-001 Rev B attached at Appendix 4 of this Agreement;

"Local Labour and Business Schemes" means established careers development programmes run or supported by the LPA, Growth Boroughs or partner organisations;

"Local Solution" means a local heat network operating as part of a decentralised energy system supplying market competitive low to zero carbon energy located within the vicinity of the Development;

"London Living Wage" means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA;

"London Student Accommodation Affordable Rent" means the maximum annual rent cost (inclusive of service charges, utilities and estate charges) for affordable purpose-built student accommodation published annually by the GLA in the Mayor's Annual Monitoring Report;

"Minimum Term" means a minimum term of 125 years from the date of First Occupation of an Affordable Student Accommodation Unit or the lifetime of the Development if shorter;

"Modal Split Targets" means the modal split targets identified in the approved Travel Plan;

"Monitoring Contribution" means the sum of £5,000 to be paid by the Developer to the LPA as a contribution towards the LPA's costs of monitoring compliance with this Agreement

"Monitoring Period" means in relation to the Student Accommodation six months after First Occupation of the Student Accommodation until five years following such First Occupation;

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

"Necessary Consents" means any planning permission(s) and any other consents, rights and/or licences that the Developer will require in order to undertake and complete the works;

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

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

and in either case in a form that incorporates the cascade provisions in paragraph 2 of Schedule 2 and in a form that is to the LPA's reasonable satisfaction;

"Nominations Units" means the Student Accommodation Units which are subject to a Nominations Agreement, which subject to the provisions of paragraph 1 of Schedule 2 shall be:

- (a) all of the Affordable Student Accommodation Units; and
- (b) not less than 84 of the Private Student Accommodation Units;

"Occupation" means beneficial occupation of the Building for any purpose for which the Planning Permission has been granted but not including occupation for the purposes of construction, Fit Out Works or marketing and **"Occupy"**, **"Occupier"** and **"Occupied"** shall be construed accordingly;

"Off Site" means on land outside the Site;

"Off-Site Public Realm Works" means the Off Site public realm improvements shown on the Landscaping Plan;

"On Site" means on land within the Site;

"On-Site Public Realm Works" means the On Site public realm improvements to Hitchcock Square, Roundhouse Lane, Station Square and the Rooftop Public Amenity Space and public route shown on drawing number SK004 attached at Appendix 3 of this Agreement and shall include:

- (a) the provision of spaces for quiet enjoyment;
- (b) the provision of flexible space for outdoor sport and pop-up events;
- (c) the provision of new paving and seating;
- (d) landscape works; and
- (e) the provision of 41 bicycle spaces (of which 14 shall be new bicycle spaces and 27 shall be existing bicycle spaces to be re-provided on the Site);

"Opening Hours" means the hours during which the Rooftop Public Amenity Space forming part of the On-Site Public Realm Works is to be opened to the public, being:

- (a) a minimum of nine hours each day during British Summer Time; and
- (b) a minimum of seven hours each day at all other times,

but excluding Easter Sunday, Christmas Day and New Year's Day;

"Partial Unit Contribution" means a financial contribution towards offsite Affordable Student Accommodation in the LPA's administrative area payable where an Early Stage Review identifies surplus return but such surplus is insufficient to provide any Additional Affordable Student Accommodation Units or cannot deliver a complete number of Additional Affordable Student Accommodation Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2);

"Parties" means the parties to this Agreement and the word **"Party"** shall mean either one of them;

"Permitted Closures" means temporary closure of any area of the Public Realm Works (or part thereof) in the following circumstances:

- (a) closure of the Rooftop Public Amenity Space forming part of the On-Site Public Realm Works outside the Opening Hours;
- (b) closure of the Rooftop Public Amenity Space forming part of the On-Site Public Realm Works for the holding of private and/or commercial events or activities on up to 15 days per year;
- (c) in the case of an emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (d) 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 Works in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity;
- (e) where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing, or

developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding);

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

and save in the case of closures falling within sub-paragraphs (a) and (c), 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;

"Planning Application" means the application for planning permission submitted to the LPA and bearing reference 24/00113/FUL for the construction of an extension to the existing shopping centre building at rooftop level of 14 storeys above rooftop car park level (51.52m AOD from rooftop level, 85.2m AOD from Hitchcock Lane ground level) with associated access cores to ground level in Hitchcock Lane comprising a 520 bedroom purpose-built student accommodation development (Sui Generis); internal and external alterations to the existing shopping centre building to provide a main entrance, lobbies, refuse storage, cycle parking and accessible car parking; ground level hard and soft landscaping works to International Station Square, Roundhouse Lane, Celebration Avenue and Hitchcock Lane; hard and soft landscaping works to the rooftop car park area, including removal of car parking spaces, provision of resident student amenity space and the creation of a new publicly accessible route and flexible community, sports and leisure use area (Use Class F1 / F2); and other associated works;

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

"Preparatory Works" means the following enabling works (in each case so far as is necessary and relevant to the Development):

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

"Private Student Accommodation Units" means Student Accommodation Units which are not Affordable Student Accommodation Units (as defined in Schedule 1);

"Public Realm Delivery Plan" means a detailed plan for the design, delivery and layout of the On-Site Public Realm Works which shall contain at least the following information:

- (a) the location of the relevant On-Site Public Realm Works;

- (b) details of the design of the relevant On-Site Public Realm Works; and
- (c) the specification of the relevant On-Site Public Realm Works;

"Public Realm Works" means the On-Site Public Realm Works and either the Off-Site Public Realm Works or the Alternative Landscape Scheme (as the case may be);

"Reasonable Endeavours" means that it is agreed by the Parties that the relevant Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to the other terms of this Agreement, the relevant Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and/or the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or the relevant part of the Development);

"Requisite Consents" means such Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;

"Revised Substantial Implementation Date" means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date;

"Rooftop Public Amenity Space" means the designated area on the rooftop of the Building that is intended for public use and enjoyment as shown on drawing number SK005 attached at Appendix 8 of this Agreement;

"S73 Permission" means a planning permission granted pursuant to an application for an 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;

"Shell and Core" means constructed to shell and core finish as that expression is understood in the commercial development industry;

"Site" means the land shown edged red on the drawing number PL001 Rev P01 attached at Appendix 1 of this Agreement;

"Stratford Station Contribution" means a sum of £250,000 (two hundred and fifty thousand pounds) (Indexed) to be used by the LPA towards improvements to Stratford station;

"Student Accommodation" means the 520 Student Accommodation Units to be provided as part of the Development;

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

"Student Housing Accommodation Provider" means a recognised and registered provider of student housing accommodation in England which could manage and operate the Student Accommodation as shall be agreed between the LPA and the Developer from time to time;

"Students" means students enrolled in a full-time higher education course at a Higher Education Institution and any student linked to the Higher Education Institution and **"Student"** shall be construed accordingly;

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

- (a) the Preparatory Works have been completed; and
- (b) all ground works (including lift foundation) have been completed;

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

"Substantial Implementation Long Stop Date" means the date 36 months from the date of the Planning Permission but excluding the date of the Planning Permission itself;

"Superstructure Works" means the construction of any one or more of the following parts of the Building:

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

"Sustainable Transport Measures" means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling subject always to the Developer being able to obtain any necessary planning permission and/or third party agreement in relation to delivery of any such infrastructure) **PROVIDED THAT** such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;

"Target Return" means the developer profit on Estimated GDV of 20.0%;

"TfL" means Transport for London or its successor in function;

"Travel Plan" means the travel plan to be submitted to the LPA for approval pursuant to paragraphs 1.1 of Schedule 4;

"Travel Plan Monitoring" means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:

- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;
- (b) monitoring of the usage of the car parking which is available for use in the Development; and
- (c) monitoring of the usage of cycle parking facilities by residents of, visitors to, and employees of, the Development;

"Travel Plan Monitoring Contribution" means the sum of £5,000 (Indexed) to be paid by the Developer to the LPA as a contribution towards the LPA's costs of monitoring the Travel Plan;

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

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

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

"Travel Plan Review Period" means in relation to the Student Accommodation initially the period of six months commencing on the First Occupation of a Student Accommodation Unit and thereafter every six months on a rolling basis for a period of five years;

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

"Viable" means that connection to the District Energy Network or Off Site district energy network will not result in Occupiers of the Development paying higher heating costs or accepting lower service rents or poorer reliability of service or that connection to the District Energy Network will result in greater CO2 emissions than an alternative system;

"Wayfinding Strategy" means a strategy setting out measures for the improvement of signage in the vicinity of the Site (and which may include the use of digital assets) for people trying to navigate through and away from the Site and the wider Westfield estate;

"Wayfinding Working Group" means a group of local stakeholders including as a minimum one representative from each of the LPA, the Developer, East Bank Stratford and Lendlease;

"Westfield Avenue Contribution" means the sum of £400,000 (four hundred thousand pounds) (Indexed) to be used by the LPA towards the Westfield Avenue Enhancement Works;

"Westfield Avenue Enhancement Works" means those elements of the enhancement works to reduce the carriageway width of Westfield Avenue from four lanes to two lanes and to use the former vehicle lanes for additional public realm and improved walking and cycling facilities shown on drawing number 7275_001 attached at Appendix 7 of this Agreement;

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

"Wheelchair Marketing Strategy" means a strategy that has been approved in writing by the LPA and which sets out the details of how the Wheelchair Accessible Units will be marketed to Students with accessibility needs;

"Wheelchair Unit Monitoring" means the monitoring of demand for and occupation of the Wheelchair Accessible Units (including but not limited to the Initial Wheelchair Accessible Units) by Students with accessibility needs which shall as a minimum include the following:

- (a) questions about accessibility needs on enquiry and booking forms for Student Accommodation Units;
- (b) recording enquiries from Students with accessibility needs made for Student Accommodation Units and logging the outcome of each inquiry including whether a Wheelchair Accessible Unit was available and/or offered;
- (c) recording the occupation of Wheelchair Accessible Units; and
- (d) keeping a waiting list of Students with accessibility needs who have expressed an interest in Wheelchair Accessible Units.

"Wheelchair Unit Monitoring Period" means the date commencing six months prior to First Occupation of the Student Accommodation and lasting for the lifetime of the Development;

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

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

"Wheelchair Unit Report Period" means:

- (a) initially the period of six months commencing on the date which is six months prior to First Occupation of the Student Accommodation and ending on the date of First Occupation of the Student Accommodation; and thereafter
- (b) each period of 12 months on a rolling basis until the end of the Wheelchair Unit Monitoring Period; and

"Working Day" means a day other than a Saturday or Sunday or public holiday in England and 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; and
 - (D) Recital is to a Recital to this Agreement;
- 1.2.2 references to any statute or statutory provision include references to:
- (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
 - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall unreasonably withhold or delay the giving or making of the same;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to clauses 2.4, 2.6 and 2.7, references to the Developer include:
- (A) persons deriving title from the Developer; and
 - (B) the Developer's successors, assigns and transferees;
- 1.2.8 "including" and "includes" means "including without limitation" and "includes without limitation" respectively;
- 1.2.9 unless otherwise indicated, references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.10 unless otherwise indicated, words importing persons include firms, companies, other corporate bodies or legal entities and vice versa; and
- 1.2.11 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under clause 9, the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or other Consent for the purposes of this Agreement.

1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents, the Developer shall:

1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and

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

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

2. EFFECT OF THIS AGREEMENT

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

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

2.3 Subject to clauses 2.4, 2.6 and 2.7, the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.

2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:

2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker; nor

2.4.2 individual Occupiers of the Student Accommodation Units who are in physical Occupation of such units SAVE FOR the obligations in paragraph 4 of Schedule 2 which are intended to be enforceable against such individual Occupiers.

- 2.5 Save to the extent that the same would be lawful, nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers, functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or that person's interest in the part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation, covenant or undertaking in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site nor any receiver appointed by such chargee or mortgagee nor any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or the part thereof to which such obligation, covenant or undertaking relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall terminate and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to clause 2.11, nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act, the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in its determination of such an application for the new planning permission indicates that consequential amendments are required to this Agreement as a result of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. CONDITIONALITY

- 3.1 The provisions of this Agreement (apart from this clause 3, clauses 1, 2, 4.1.1 (to the extent the obligations, covenants and undertakings are pre-Commencement of Development), 4.1.2 to 4.1.4, 6, 9, 11, 13 to 17, which shall have effect from the date of this Agreement) shall not take effect until all the following conditions have been satisfied:
- 3.1.1 the Planning Permission shall have been granted and issued; and
- 3.1.2 the Development shall have been Commenced.

4. DEVELOPER'S COVENANTS WITH THE LPA

- 4.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it shall:
- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every one of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;

- 4.1.2 not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
- 4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of the Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case; and
- 4.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of the Development being Substantially Implemented within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

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

6. NOTICES

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

- 6.1.1 if delivered by hand, the next Working Day after the day of delivery; and
- 6.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.
- 6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:

LPA:

LLDC (as LPA prior to midnight on 30 November 2024):

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

For the attention of: Anthony Hollingsworth

Newham Council (LPA after midnight on 30 November 2024):

Address:

Planning & Development Service
London Borough of Newham
Newham Dockside
1000 Dockside Road
London E16 2QU

For the attention of: Jane Custance, Director of Planning & Development

Developer:

Address: Stratford City Developments Limited
4th Floor
1 Ariel Way
London
W12 7SL

For the attention of: James Buckingham

With a copy to: Company Secretary

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

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

- 7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer shall be entitled to apply to the LPA for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has

been satisfied (wholly or in part), the LPA shall as soon as reasonably practicable issue a notification to such effect.

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

8. VERIFICATION AND ENFORCEMENT

The Developer shall permit the LPA and its authorised employees, agents, surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least 10 Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA and its authorised employees, agents, surveyors and other representatives shall Comply fully with the Developer's site rules and regulations applicable at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice and make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. DISPUTE RESOLUTION

- 9.1 One party may by serving notice on the other relevant party or parties to the Dispute (the "Notice") refer a Dispute to an Expert for determination and references to the "Parties" in this clause means the relevant parties to the Dispute.
- 9.2 The Notice must specify:
- 9.2.1 the nature, basis and brief description of the Dispute;
 - 9.2.2 the clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
 - 9.2.3 the proposed Expert.
- 9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either Party may request the President of the Law Society (except where clause 9.7 provides otherwise) to nominate the Expert at their joint expense.
- 9.4 The Expert shall act as an expert and not as an arbitrator and the Expert's decision (the "Decision") will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at the Expert's discretion or in the event that the Expert makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 9.5 The Expert will be appointed subject to an express requirement that the Expert reaches a decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 Working Days from the date of the Expert's appointment to act.
- 9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to the Expert within 10 Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter

submissions within a further five Working Days in respect of any such submission and material.

- 9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- 9.7.1 the Chairman of the Bar Council if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement;
 - 9.7.2 the President of the Royal Institute of Chartered Surveyors if such dispute shall relate to matters requiring a specialist chartered surveyor;
 - 9.7.3 the President of the Institution of Civil Engineers if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser;
 - 9.7.4 the President of the Institute of Chartered Accountants in England and Wales if such dispute shall relate to matters requiring a specialist chartered accountant; and
 - 9.7.5 in all other cases, the President of the Law Society.

- 9.8 This clause 9 does not apply to Disputes in relation to matters of law or the construction or interpretation of this Agreement, which will be subject to the jurisdiction of the courts.

10. NO WAIVER

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

11. DUTY TO ACT REASONABLY AND IN GOOD FAITH

The Parties agree with each other to act reasonably and in good faith in the fulfilment of their respective obligations, covenants and undertakings in this Agreement.

12. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

13. **THE LPA'S COSTS** The Developer agrees that it will on completion of this Agreement (to the extent that it has not already done so) pay the LPA's reasonable and proper external legal costs incurred in the negotiation and completion of this Agreement and the Monitoring Contribution.

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

- 14.1 Where a payment or financial contribution is to be made pursuant to this Agreement, such payment or financial contribution shall be paid in accordance with all relevant provisions of this Agreement.
- 14.2 Unless otherwise indicated in this Agreement, 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.

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

15. **INTEREST**

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

16. **APPROVALS AND CONSENTS**

- 16.1 Where any agreement, approval, consent, certificate or expression of satisfaction is required from the LPA under the terms of this Agreement, such agreement, approval, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, approval, consent, certificate or expression of satisfaction shall be given in writing.
- 16.2 Without limiting the generality of clause 16.1, following any submission by the Developer seeking the LPA's agreement, approval, consent, certificate or expression of satisfaction, the LPA shall consider the same and respond in writing within four weeks of such submission either approving, refusing or requesting further information and in the event of a refusal or request for further information shall respond within a further four weeks to any subsequent submission; and if the LPA has not responded by the end of any such period then the relevant submission shall be deemed to be approved.

17. **JURISDICTION AND LEGAL EFFECT**

- 17.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.
- 17.2 The provisions of this Agreement (other than this clause 17.2, which shall be effective in any event) shall be of no effect until this Agreement has been dated.

18. **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.

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

SCHEDULE 1

AFFORDABLE STUDENT ACCOMMODATION

1. MINIMUM AFFORDABLE STUDENT ACCOMMODATION UNITS

- 1.1 Not less than 35% of Student Accommodation Units shall be provided as Affordable Student Accommodation Units.
- 1.2 The Developer shall not carry out any Fit Out Works to the Student Accommodation until details of the locations and unit types of the Affordable Student Accommodation Units (including 1:50 floor plans of the proposed units demonstrating that the Affordable Student Accommodation Units are to be pepper-potted amongst the Private Student Accommodation Units which are subject to a Nominations Agreement pursuant to paragraph 1 of Schedule 2) have been submitted to and approved in writing by the LPA and thereafter the Affordable Student Accommodation Units shall be provided for the Minimum Term in accordance with the approved details unless otherwise agreed from time to time by the LPA in writing.
- 1.3 The Developer shall ensure that the design, construction and layout of the Affordable Student Accommodation Units shall be tenure-blind in comparison with the Private Student Accommodation Units.
- 1.4 None of the Private Student Accommodation Units shall be Occupied until:
 - 1.4.1 the Affordable Student Accommodation Units are Completed and made ready for Occupation; and
 - 1.4.2 the Developer has complied with paragraph 1.2 of Schedule 2.

2. AFFORDABLE RENTS

- 2.1 Subject to paragraph 2.3, the rent charges (inclusive of service charges, utilities and estate charges) for the letting of any Affordable Student Accommodation Units may be increased annually **PROVIDED THAT** such rent charges shall not exceed the London Student Accommodation Affordable Rent applicable at the time.
- 2.2 For so long as the London Student Accommodation Affordable Rent is published annually, the Developer shall once every three years from the date of the First Occupation of the Student Accommodation submit to the LPA for their approval a report detailing:
 - 2.2.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and
 - 2.2.2 any recalibration during the relevant period to reflect the most recently published London Student Accommodation Affordable Rent.
- 2.3 If the London Student Accommodation Affordable Rent ceases to be published annually, the Developer shall submit to the LPA for approval a report annually detailing:
 - 2.3.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and
 - 2.3.2 the proposed rent charges (inclusive of service charges, utilities and estate charges) for the letting of the Affordable Student Accommodation Units for the following Academic Year, which shall not exceed 55% of the maximum income that a new full-time student staying in London and living away from home could

receive from the Government's maintenance loan for living costs for that Academic Year,

and thereafter the proposed rent charges set out in the approved report shall be effective from the beginning of the next Academic Year until the submission of the next report pursuant to this paragraph 2.3.

SCHEDULE 2

STUDENT ACCOMMODATION

1. NOMINATIONS AGREEMENT

- 1.1 Subject to paragraph 1.5, the Developer covenants with the LPA to enter into a Nominations Agreement prior to First Occupation of the Student Accommodation.
- 1.2 Subject to paragraph 1.5, the Developer covenants with the LPA not to First Occupy the Student Accommodation unless and until the Developer has entered into a Nominations Agreement and provided evidence of the same to the LPA's satisfaction.
- 1.3 Subject to paragraph 1.5, the Developer covenants with the LPA to use Reasonable Endeavours to maintain a Nominations Agreement for the lifetime of the Development.
- 1.4 The Developer covenants with the LPA to notify the LPA in writing upon:
 - 1.4.1 the expiry or termination of a Nominations Agreement; and
 - 1.4.2 the completion of any new Nominations Agreement, such notice to include a copy of the completed Nominations Agreement.
- 1.5 In circumstances where all of the Student Accommodation has been Completed and is ready for Occupation part way through an Academic Year and the Developer has not entered into an Nominations Agreement at that point, the Developer may Occupy the Student Accommodation for the remainder of that Academic Year **PROVIDED THAT** not less than 35% of the Student Accommodation Units are let on the open market to Students at a rental cost for the remainder of that Academic Year equal to or below the London Student Accommodation Affordable Rent and for the avoidance of doubt the obligations in paragraphs 1.1 to 1.4 shall apply from the start of the next Academic Year onwards (and only from that point) and the Nominations Units cannot be Occupied unless in compliance with those paragraphs.

2. OCCUPATION OF STUDENT ACCOMMODATION DURING ACADEMIC YEAR

- 2.1 The Developer covenants that during the Academic Year the Student Accommodation shall:
 - 2.1.1 only be offered for Occupation to the following Students and in the following order of priority (from highest to lowest):
 - (A) to Students enrolled at the Interested Higher Education Institution;
 - (B) to Students enrolled at Higher Education Institutions with facilities located in the LPA's administrative area;
 - (C) to Students enrolled at Higher Education Institutions with facilities located in the Growth Boroughs; and
 - (D) to any other Students enrolled at Higher Education Institutions; and
 - 2.1.2 be offered in accordance with the approved Cascade Mechanism.
- 2.2 No External Level 7 Façade Works to the Student Accommodation shall be carried out until the Developer has submitted and obtained the LPA's approval to a cascade mechanism which shall set out the following details:
 - 2.2.1 the Reasonable Endeavours that must be used to secure Occupation of the Student Accommodation by Students enrolled at the Interested Higher Education

- Institution, including the duration of the offer period (the "**First Offer Period**"), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students;
- 2.2.2 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in the LPA's administrative area, including the duration of the offer period (the "**Second Offer Period**") (which must be sequential to the First Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students; and
- 2.2.3 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in the Growth Boroughs, including the duration of the offer period (the "**Third Offer Period**") (which must be sequential to the Second Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students.
- 2.3 The Developer shall implement the approved Cascade Mechanism during the lifetime of the Development.
- 3. OCCUPATION OF STUDENT ACCOMMODATION OUTSIDE ACADEMIC YEAR**
- 3.1 Subject to paragraph 4, the Developer shall actively market the Student Accommodation (and use Reasonable Endeavours to secure its Occupation) outside the Academic Year:
- 3.1.1 to any Student enrolled on a recognised educational course or placement;
- 3.1.2 as temporary accommodation for uses related to an End User educational and conference operations including the housing of temporary "summer school" students;
- 3.1.3 as temporary accommodation for users related with a Higher Education Institution including academics, postgraduates or lecturers;
- 3.1.4 to any delegates of an End User;
- 3.1.5 for temporary uses expressly identified in paragraph 4.15.13 of the supporting text to policy H15 of the London Plan 2021 (or any replacement text in a replacement London Plan); or
- 3.1.6 to such other class of user as agreed with the LPA in writing, at an equivalent daily rate to that charged to Students of Private Student Accommodation Units and Affordable Student Accommodation Units (as appropriate).
- 3.2 It is agreed and acknowledged by the LPA and the Developer that as of the date of this Agreement the Occupation of the Student Accommodation outside the Academic Year in accordance with this paragraph 3 will not (for the purposes of section 55 of the 1990 Act) constitute any material change of use of the Student Accommodation from the use authorised by the Planning Permission.

4. STUDENT ACCOMMODATION (GENERAL PROVISIONS)

4.1 The Developer covenants with the LPA to ensure that:

4.1.1 the temporary Occupation of Student Accommodation outside the Academic Year pursuant to paragraph 3.1 of this Schedule shall not:

(A) result in a material change of use of the Student Accommodation for the purposes of section 55 of the 1990 Act; nor

(B) disrupt the Occupation of the Student Accommodation during the Academic Year pursuant to paragraph 2;

4.1.2 each Student Accommodation Unit is used at all times as a single planning unit;

4.1.3 the Student Accommodation is used and occupied for no purpose other than its authorised purpose as student accommodation;

4.1.4 no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling unit not forming part of the single planning unit; and

4.1.5 no part of the Student Accommodation shall be sold, leased, licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions in this Schedule.

SCHEDULE 3

WHEELCHAIR STUDENT ACCOMMODATION

1. LOCATION OF WHEELCHAIR ACCESSIBLE UNITS AND WHEELCHAIR ADAPTABLE UNITS

- 1.1 The Developer shall not carry out any Fit Out Works to the Student Accommodation until details of the locations of the Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units (including 1:50 floor plans of the proposed units and plans identifying the locations of those Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units to be provided as Affordable Student Accommodation Units) have been submitted to and approved in writing by the LPA.
- 1.2 The Developer shall provide the Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units in the locations approved by the LPA pursuant to paragraph 1.1.

2. MARKETING OF WHEELCHAIR ACCESSIBLE UNITS

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

- 2.1.1 actively market the Wheelchair Accessible Unit to Students with accessibility needs in accordance with the Wheelchair Marketing Strategy for a period of not less than nine months prior to commencement of the first Academic Year during which all the Student Accommodation will be Completed and ready for Occupation, and thereafter on a rolling basis when the Wheelchair Accessible Unit becomes vacant; and
- 2.1.2 use Reasonable Endeavours for a period of not less than three months from commencement of the first Academic Year to grant a tenancy for the Wheelchair Accessible Unit to a Student with accessibility needs,

PROVIDED THAT in the event that despite active marketing and using Reasonable Endeavours a tenancy has not been granted to a Student with accessibility needs by the end of such three month period from commencement of the first Academic Year, the Developer shall be entitled to market and let the relevant Wheelchair Accessible Unit to any Student.

- 2.2 If, following active marketing, a tenancy of a Wheelchair Accessible Unit is not granted to a Student with accessibility needs, the Developer shall:
- 2.2.1 report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraphs 2.1.1 and 2.1.2); and
- 2.2.2 if the LPA requests, meet with the LPA to discuss a strategy for the future marketing of the Wheelchair Accessible Units and thereafter the Developer's obligation to use of Reasonable Endeavours pursuant to paragraph 2.1.2 shall be construed to include implementing any additional measures agreed in writing between the Developer and the LPA at meetings held pursuant to this paragraph 2.2.2.

3. MONITORING OF DEMAND FOR AND OCCUPATION OF WHEELCHAIR ACCESSIBLE UNITS

- 3.1 The Developer shall carry out the Wheelchair Unit Monitoring during the Wheelchair Unit Monitoring Period.
- 3.2 Without prejudice to paragraph 3.4, if during the Wheelchair Unit Monitoring Period there is a waiting list for Wheelchair Accessible Units then the Developer shall use Reasonable Endeavours to convert an appropriate quantum of unlet Initial Wheelchair Adaptable Units to Additional Wheelchair Accessible Units to meet that demand.
- 3.3 During the Wheelchair Unit Monitoring Period the Developer shall prepare and submit to the LPA for approval a Wheelchair Unit Monitoring Report by no later than five Working Days after the end of each Wheelchair Unit Report Period.
- 3.4 If any approved Wheelchair Unit Monitoring Report concludes that there is unmet demand for Wheelchair Accessible Units, the Developer shall within two weeks of the LPA's approval of the relevant Wheelchair Unit Monitoring Report:
 - 3.4.1 convert the quantum of Initial Wheelchair Adaptable Units identified in the report to Additional Wheelchair Accessible Units to meet that demand; and
 - 3.4.2 provide evidence to the LPA's satisfaction of the provision of Additional Wheelchair Accessible Units.

SCHEDULE 4

TRAVEL PLAN

- 1. TRAVEL PLAN**
- 1.1 Prior to First Occupation of the Student Accommodation the Developer shall:
 - 1.1.1 submit and obtain the LPA's approval to a Travel Plan related to the Student Accommodation; and
 - 1.1.2 appoint a Travel Plan Monitoring Officer in respect of the Travel Plan related to the Student Accommodation and notify the LPA of the name and contact details of such officer.
- 1.2 No part of the Student Accommodation shall be Occupied until the Developer has:
 - 1.2.1 submitted and obtained the LPA's approval to a Travel Plan related to the Student Accommodation; and
 - 1.2.2 appointed a Travel Plan Monitoring Officer in respect of the Travel Plan related to the Student Accommodation and notified the LPA of the name and contact details of such officer.
- 1.3 The Travel Plan to be submitted pursuant to paragraph 1.1 shall:
 - 1.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
 - 1.3.2 contain clear commitments to measures, including investigation of potential additional measures;
 - 1.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA; and
 - 1.3.4 contain measures aimed at:
 - (A) positively influencing the travel behaviour of Occupiers, employees and other users of the relevant part of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car;
 - (B) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise or reducing the number of cycle parking spaces if demand reduces; and
 - (C) setting out how monitoring travel surveys will be undertaken which cover all employees within the relevant part of the Development.
- 1.4 The Developer shall implement the approved Travel Plan and any amendments thereto during the lifetime of the Development.
- 1.5 No relevant part of the Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.

2. TRAVEL PLAN MONITORING

- 2.1 The Travel Plan Monitoring Contribution shall be paid to the LPA prior to First Occupation of the Student Accommodation.
- 2.2 To monitor the effectiveness of the Travel Plan, the Developer shall during the Travel Plan Review Period carry out the Travel Plan Monitoring.
- 2.3 During the Travel Plan Review Period the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by not later than 42 days after the end of each six months during the Travel Plan Review Period.
- 2.4 Prior to the submission of the first Travel Plan Monitoring Report, the Developer shall agree the structure of that report with the LPA.
- 2.5 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA, the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

3. MODAL SPLIT TARGETS

- 3.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved or are unlikely to be achieved, the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.
- 3.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as approved by the LPA.
- 3.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved or are unlikely to be achieved the Developer shall repeat the process set out in paragraphs 3.1 and 3.2 for that year and each subsequent year until the Modal Split Targets are achieved.

4. RESTRICTION OF ON-STREET PARKING PERMITS

- 4.1 The Developer shall procure that:
 - 4.1.1 no Occupier of any Student Accommodation Unit shall apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the lifetime of the Development unless otherwise agreed by the Highway Authority or unless such person is or becomes entitled to be a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970; and
 - 4.1.2 no Student Accommodation Unit shall be Occupied by any person unless a notice has been served on such person that such person shall not be entitled (unless otherwise agreed by the LPA or unless such person is or becomes entitled to be a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's Area.
- 4.2 The Developer covenants with the LPA that:

- 4.2.1 it shall include in each tenancy of a Student Accommodation Unit a covenant on the Occupier that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways in the vicinity of the Development at any time during the lifetime of the Development unless otherwise agreed by the LPA or unless such Occupier is or becomes entitled to be a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;
- 4.2.2 no Student Accommodation Unit shall be Occupied unless the covenant set out in paragraph 4.2.1 is contained in the tenancy for that unit; and
- 4.2.3 prior to First Occupation of the Student Accommodation, to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this paragraph 4 and thereafter notify the LPA in writing that such notification has been made.

SCHEDULE 5

EMPLOYMENT AND TRAINING

- 1. INCLUSIVE ECONOMY CONTRIBUTION**
- 1.1 The Developer covenants to pay the Inclusive Economy Contribution to the LPA prior to Commencement of the Development.
- 1.2 The Developer covenants not to Commence the Development until the Inclusive Economy Contribution has been paid to the LPA.
- 2. LOCAL LABOUR AND LOCAL BUSINESS**
- 2.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) use reasonable endeavours to ensure that:
 - 2.1.1 at least 25% of the construction workforce for the Development are local residents of the Growth Boroughs;
 - 2.1.2 the 25% of local residents are made up of the following target groups:
 - (A) 30% being Black, Asian and Minority Ethnic residents;
 - (B) 10% being female residents; and
 - (C) 5% being people with a recognised disability; and
 - 2.1.3 all employees employed at the Development in construction jobs are paid the London Living Wage.
- 2.2 The Developer shall use Reasonable Endeavours to, and shall procure that its tenant(s) and any sub-tenants (in respect of end use vacancies and jobs) use reasonable endeavours to ensure that:
 - 2.2.1 at least 25% of the operational workforce for the Development are local residents of the Growth Boroughs;
 - 2.2.2 the 25% of local residents are made up of the following target groups:
 - (A) 30% being Black, Asian and Minority Ethnic residents;
 - (B) 10% being female residents; and
 - (C) 5% being people with a recognised disability; and
 - 2.2.3 the London Living Wage is promoted for all end-use jobs at the Development.
- 2.3 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors and its tenant(s) and any sub-tenants, use Reasonable Endeavours to ensure that:
 - 2.3.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - 2.3.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development; and
 - 2.3.3 work-based learning opportunities are provided at the Development, including not less than four apprenticeships for not less than six months during construction of the Development.

- 2.4 The Developer will provide the LPA with an Employment Monitoring Report showing performance at regular intervals within a reasonable time to be agreed in writing with the LPA.

SCHEDULE 6

SUSTAINABILITY

1. CONNECTION TO ENERGY NETWORK

- 1.1 The Developer covenants to use Reasonable Endeavours from the Commencement Date until the date of Substantial Implementation to secure the connection of the Site to the District Energy Network.
- 1.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted to the LPA in writing for its written approval full and complete details of:
 - 1.2.1 the steps it has taken to satisfy the obligation in paragraph 1.1; and
 - 1.2.2 confirm in writing to the LPA whether or not it intends to connect the Development to the District Energy Network, and in that regard in the event the Developer confirms that it does not intend to connect the Development to the District Energy Network, it shall provide (for the LPA's written approval) detailed reasons and (to the extent available) satisfactory written evidence demonstrating:
 - (A) why it is not technically feasible or Viable to connect the Development to the District Energy Network; and
 - (B) that as an alternative it is able to secure the extension of a Local Solution and including evidence of negotiations with the other landowners (as applicable) where any Local Solution is located.
- 1.3 Where the confirmation given by the Developer under paragraph 1.2.2 confirms that it intends to connect the Development to the District Energy Network the Developer shall connect the Development to the District Energy Network and (unless otherwise agreed in writing by the LPA) the Development shall not be Occupied unless and until it has been connected to the District Energy Network.
- 1.4 Where the confirmation given by the Developer under paragraph 1.2.2 confirms that it is not possible to connect the Development to the District Energy Network but that it will be possible and Viable to connect to a Local Solution then (subject to the written approval of the LPA pursuant to paragraph 1.2.2) then the Development shall not be Occupied unless and until it has been connected to the Local Solution.
- 1.5 Save where the District Energy Network or a Local Solution is extended to the Site:
 - 1.5.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures and the Decarbonisation Measures;
 - 1.5.2 the Developer shall incorporate the approved Future Proofing Measures and the approved Decarbonisation Measures within the Development; and
 - 1.5.3 no part of the Development shall be Occupied unless and until the Developer has submitted and obtained the LPA's approval to a report demonstrating that the approved Future Proofing Measures and the approved Decarbonisation Measures have been incorporated within the relevant part(s) of the Development.

2. CARBON OFFSET PAYMENT

- 2.1 Following Completion of the Building, the Developer shall submit the Carbon Emissions Report to the LPA for approval.
- 2.2 Prior to First Occupation of the Student Accommodation, the Developer shall pay the Carbon Offset Payment to the LPA.
- 2.3 The Developer covenants with the LPA not to First Occupy the Student Accommodation until the Carbon Emissions Report has been approved and the Carbon Offset Payment has been paid.

3. ENERGY PERFORMANCE MONITORING

- 3.1 Prior to First Occupation of the Student Accommodation, the Developer shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for the Student Accommodation as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform on the GLA's website or any method of submission that may replace this. The Developer should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 3.2 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) of the Student Accommodation and at least for the following four years after that date, the Developer is required to provide accurate and verified annual in-use energy performance data for all relevant indicators for the Student Accommodation as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform on the GLA's website or any method of submission that may replace this. This obligation will be satisfied after the Developer has reported on all relevant indicators for the Student Accommodation included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.
- 3.3 In the event that the 'In-use stage' evidence submitted under paragraph 3.2 shows that the 'As-built stage' performance estimates derived from paragraph 3.1 have not been or are not being met, the Developer should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform or any method of submission that may replace this. An action plan comprising measures identified in paragraph 3.2 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Developer as soon as reasonably practicable.

4. REDUCTION OF ENERGY DEMAND

- 4.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage, which shall include:
 - 4.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

- 4.1.2 the promotion of the use of energy efficient appliances; and
- 4.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

SCHEDULE 7

PUBLIC REALM WORKS

1. STRATFORD STATION CONTRIBUTION

- 1.1 Prior to Commencement of Development the Developer shall pay the Stratford Station Contribution to the LPA.
- 1.2 The Developer shall not Commence the Development until the Stratford Station Contribution has been paid to the LPA.

2. WAYFINDING

- 2.1 The Developer shall use Reasonable Endeavours to establish a Wayfinding Working Group within three months of the date of the grant of Planning Permission.
- 2.2 Within eight weeks of establishment of the Wayfinding Working Group, the Developer shall prepare a draft Wayfinding Strategy.
- 2.3 The draft Wayfinding Strategy shall be reviewed and agreed by the Wayfinding Working Group (acting reasonably) within four weeks of receipt.
- 2.4 Within eight weeks following agreement of the Wayfinding Strategy by the Wayfinding Working Group, the Developer shall engage a design team to implement the improvements set out in the agreed Wayfinding Strategy.
- 2.5 The Developer shall implement the improvements set out in the agreed Wayfinding Strategy prior to First Occupation of the Student Accommodation.
- 2.6 The Developer's maximum aggregate liability pursuant to this paragraph 2 is £350,000 (Indexed).

3. WESTFIELD AVENUE CONTRIBUTION

- 3.1 The Developer shall pay the Westfield Avenue Contribution to the LPA, upon either:
 - 3.1.1 Commencement of Development; or
 - 3.1.2 the third anniversary of the date of the grant of Planning Permission,whichever date is earlier.
- 3.2 The Developer shall not Commence Development until the Westfield Avenue Contribution has been paid to the LPA.

4. ON-SITE PUBLIC REALM WORKS

- 4.1 Prior to Commencement of the Superstructure Works, the Developer shall confirm to the LPA in writing that it has obtained the Necessary Consents to undertake the On-Site Public Realm Works.
- 4.2 Prior to the start of Fit Out Works to the Student Accommodation, the Developer shall submit and obtain the LPA's written approval (in consultation with the relevant land owners) of the details of the On-Site Public Realm Works and the Public Realm Delivery Plan.
- 4.3 Prior to First Occupation of the Student Accommodation, the Developer shall ensure that the On-Site Public Realm Works are laid out in accordance with the approved details and the Public Realm Delivery Plan.

5. OFF-SITE PUBLIC REALM WORKS

- 5.1 Subject to paragraph 5.2, the Developer shall:
- 5.1.1 prior to Commencement of the Superstructure Works, confirm to the LPA in writing that it has obtained the Necessary Consents to undertake the Off-Site Public Realm Works (including the consent of HS1 Limited);
 - 5.1.2 prior to the start of Fit Out Works to the Student Accommodation, submit and obtain the LPA's written approval (in consultation with the relevant land owners) of the details of the Off-Site Public Realm Works; and
 - 5.1.3 prior to First Occupation of the Student Accommodation, ensure that the Off-Site Public Realm Works are laid out in accordance with the approved details.
- 5.2 In the event that the Developer has not obtained the consent of HS1 Limited to the Off-Site Public Realm Works prior to Commencement of the Superstructure Works, the Developer shall:
- 5.2.1 prior to the start of Fit Out Works to the Student Accommodation, submit and obtain the LPA's written approval (in consultation with the relevant land owners) of the details of an Alternative Landscape Scheme, such details to include a Community Engagement Statement; and
 - 5.2.2 prior to First Occupation of the Student Accommodation, ensure that the Alternative Landscape Scheme is laid out in accordance with the approved details;

6. PUBLIC ACCESS TO PUBLIC REALM WORKS

- 6.1 From the date of Completion of the Public Realm Works (and each part thereof), the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the areas where the Public Realm Works have been completed at all times free of charge subject to:
- 6.1.1 Permitted Closures; and
 - 6.1.2 any lawful requirements of the police or other competent authority.
- 6.2 Subject to paragraph 6.1, the Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the areas where the Public Realm Works have been completed.

7. ESTATE MANAGEMENT

- 7.1 Prior to First Occupation of the Student Accommodation, the Developer shall submit the Estate Management Strategy to the LPA for approval.
- 7.2 Following approval of the Estate Management Strategy, the Developer shall ensure that the Development is carried out and occupied in accordance with the approved Estate Management Strategy for the lifetime of the Development.

8. BLUE BADGE CAR PARKING SPACES

- 8.1 Prior to Commencement the Developer shall submit a Blue Badge Car Parking Strategy to the LPA for approval and shall not Commence the Superstructure Works unless the Blue Badge Car Parking Strategy has been approved.

8.2 The Developer shall comply with the approved Blue Badge Car Parking Strategy from First Occupation of the Student Accommodation for the lifetime of the Development.

8.3 The Developer shall:

8.3.1 prior to First Occupation of the Student Accommodation provide the Blue Badge Car Parking Space; and

8.3.2 not permit First Occupation of the Student Accommodation until the Blue Badge Car Parking Space has been provided,

and the Blue Badge Car Parking Space shall thereafter be retained for the lifetime of the Development.

SCHEDULE 8

DESIGN

1. DESIGN TEAM STATEMENT

- 1.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement.
- 1.2 Without prejudice to paragraph 1.1, the Developer shall also submit a Design Team Statement to the LPA upon Commencement of the Development and shall inform the LPA if the design team changes during the construction of the Development until its Completion.

2. DESIGN MONITORING CONTRIBUTION

- 2.1 In the event that the Architect ceases to be retained to oversee the delivery of the design quality of the Development (including but not limited to making or overseeing the making of Design Applications and overseeing the construction of the Development) then paragraph 2.2 shall apply.
- 2.2 If this paragraph 2.2 applies, the Developer shall:
 - 2.2.1 as soon as reasonably practicable following such cessation of retention of the Architect, inform the LPA of the same; and
 - 2.2.2 within 20 Working Days of a demand from the LPA (which demand the LLDC shall make as soon as reasonably practicable if this paragraph 2.2 applies) pay to the LLDC the relevant Design Monitoring Costs so demanded (to which paragraph 2.3 shall apply).
- 2.3 It is hereby acknowledged and agreed that:
 - 2.3.1 any such Design Monitoring Costs payable pursuant to paragraph 2.2.2 may relate to staff employed directly by the LPA or to third party consultants appointed by it;
 - 2.3.2 the LPA may make more than one demand for Design Monitoring Costs pursuant to paragraph 2.2.2; and
 - 2.3.3 when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid pursuant to a demand made under paragraph 2.2.2 it shall also provide a detailed breakdown setting out how the amount requested has been calculated and how it is to be spent,
- 2.4 The total amount payable (in aggregate) to the LPA in Design Monitoring Costs pursuant to this paragraph 2 shall not exceed £80,000 (Indexed).

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 the Architect is retained to oversee the delivery of the Development in accordance with the Approved Drawings; or
 - 3.1.2 (if paragraph 2 applies prior to Commencement) paid the Design Monitoring Contribution to the LPA in accordance with paragraph 2.

3.2 No Development shall be carried out except in accordance with the Approved Drawings unless otherwise agreed in writing by the LPA (and the LPA may require the Architect to approve any subsequent changes in writing before it gives its written approval under this paragraph 3.2).

4. **GENDER INCLUSIVE DESIGN**

4.1 Prior to Commencement of Development the Developer shall submit a Gender Inclusive Design Strategy to the LPA for approval and shall not Commence Development unless the Gender Inclusive Design Strategy has been approved in writing by the LPA.

4.2 The Developer shall undertake and thereafter manage and maintain the On-Site Public Realm Works and Off-Site Public Realm Works in accordance with the Gender Inclusive Design Strategy.

5. **ARTIST ENGAGEMENT**

5.1 Prior to the External Level 7 Façade Works to the Student Accommodation, the Developer shall submit the Artwork Design Competition Strategy to the LPA for its approval and shall not carry out any Fit Out Works to the Student Accommodation unless the Design Competition Strategy has been approved in writing by the LPA.

5.2 The Developer shall arrange a design competition in accordance with the Artwork Design Competition Strategy and shall confirm to the LPA in writing the local artist appointed in accordance with the Artwork Design Competition Strategy.

5.3 Prior to First Occupation of the Student Accommodation, the Developer shall:

5.3.1 submit the detailed design of the Artwork to the LPA for approval; and

5.3.2 install the Artwork as approved by the LPA.

SCHEDULE 9

EARLY STAGE REVIEW

1. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

- 1.1 The Developer shall notify the LPA in writing of the date on which it considers Substantial Implementation has occurred and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 1.2 Following the Developer's notification pursuant to paragraph 1.1, the Developer shall afford the LPA (and its agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not the works which have been undertaken amount to Substantial Implementation **PROVIDED ALWAYS THAT:**
 - 1.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such an inspection;
 - 1.2.2 the LPA and its agents shall comply fully with the Developer's site rules and regulations applicable at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice and make good any damage caused by the LPA and its agents during the carrying out of such inspection; and
 - 1.2.3 the LPA and its agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 1.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 1.1 and thereafter provide written confirmation to the Developer within 20 Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation and, if so, whether it occurred before the Substantial Implementation Long Stop Date.
- 1.4 Any dispute between the Parties concerning whether or not Substantial Implementation has occurred or whether it occurred before the Substantial Implementation Long Stop Date may be referred to dispute resolution in accordance with the provisions of clause 9.

2. EARLY STAGE REVIEW SUBMISSION

- 2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:
 - 2.1.1 notify the LPA in writing of the Revised Substantial Implementation Date and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date;
 - 2.1.2 submit the Early Stage Review Submission to the LPA prior to but not more than 20 Working Days before the Revised Substantial Implementation Date; and
 - 2.1.3 not Occupy the Development or any part thereof unless and until the Early Stage Review Submission has been agreed by the Developer and the LPA or otherwise determined by the Expert pursuant to paragraph 4.

3. EARLY STAGE REVIEW

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

3.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess any Early Stage Review Submission and undertake any Early Stage Review pursuant to this Schedule 9 and the LPA shall be entitled to recover from the Developer:

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

3.2.2 its reasonable and properly incurred external surveying costs

incurred in reviewing and assessing any Early Stage Review Submission and undertaking any Early Stage Review pursuant to this Schedule 9 and subject to the Developer being given a detailed estimate of such costs in advance of them being incurred by the LPA, the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.

3.3 Upon receipt of an Early Stage Review Submission:

3.3.1 in the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA has all the information it reasonably requires to assess whether any Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1a and Formula 2 provided all repeated requests are made within 20 Working Days of receipt of the information previously requested pursuant to this paragraph 3.3.1;

3.3.2 the LPA shall confirm in writing to the Developer when it has received a valid and complete Early Stage Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Early Stage Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 3.3 **PROVIDED THAT** seeking further relevant information shall not be a reason for delaying the Early Stage Review if it can be progressed or for not completing any other process required by this paragraph 3 if it can be completed without the information requested;

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

3.3.4 within 40 Working Days of the Validation Date, the LPA shall confirm in writing that:

(A) it rejects (with reasons) the conclusions of the Early Stage Review Submission ("**Non-Acceptance Notice**"); or

(B) it accepts the conclusions of the Early Stage Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Student Accommodation; or

- (C) it accepts the conclusions of the Early Stage Review Submission ("**Acceptance Notice**") and the Additional Affordable Student Accommodation Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 5.
- 3.4 In the event that pursuant to paragraph 3.3 the Developer and the LPA have not agreed the Early Stage Review Submission either of them shall be entitled to refer the matter to the Expert for determination and each shall use its Reasonable Endeavours to do so within 20 Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred to the Expert shall be referred hereafter as the "**Referral Date**".
- 3.5 Unless otherwise agreed between the LPA and the Developer or required by the Expert, each shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Expert in respect of the Early Stage Review Submission.
- 3.6 In addition to the matters specified in paragraph 3.5, in making a determination the Expert shall have regard to:
- 3.6.1 all relevant material submitted to the Expert by the LPA and the Developer;
- 3.6.2 such relevant financial, legal, planning or other matters the Expert considers relevant using reasonable care and skill and the Expert's professional expertise; and
- 3.6.3 the provisions of this Agreement and this Schedule 9, in particular but without prejudice to the generality of the provisions relating to Affordable Student Accommodation.
- 3.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Expert, the Expert shall be appointed on the basis that, if the Expert determines that there is surplus return to apply towards the provision of Additional Affordable Student Accommodation, the Expert's decision shall include an Additional Affordable Student Accommodation Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 5.
4. **DELIVERY OF ANY ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION**
- 4.1 Where it is agreed or determined pursuant to an Early Stage Review that Additional Affordable Student Accommodation Units are required to be provided, the Developer shall prior to Occupation of more than 75% of the Private Student Accommodation Units (or such later date as may be agreed with the LPA):
- 4.1.1 make any amendments to the Development required to accommodate such Additional Affordable Student Accommodation Units and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;
- 4.1.2 provide such Additional Affordable Student Accommodation Units in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Expert; and
- 4.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Expert.

- 4.2 Save where such later date has been agreed with the LPA pursuant to paragraph 4.1, the Developer shall not Occupy more than 75% of the Private Student Accommodation Units unless and until:
- 4.2.1 the requirements of paragraph 4.1 have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and
 - 4.2.2 any Partial Unit Contribution identified in the Additional Affordable Student Accommodation Scheme has been paid to the LPA.

5. MEMORANDUM

- 5.1 Within 15 Working Days of the Acceptance Notice (or the Expert determining an Additional Affordable Student Accommodation Scheme), the Developer and the LPA shall record the Additional Affordable Student Accommodation Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).
- 5.2 The LPA and the Developer agree upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:
- "The Parties have agreed the details of the Additional Affordable Student Accommodation Scheme by way of a signed Memorandum between the LPA and the Developer dated 20 "*
- 5.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Student Accommodation Units being provided:
- 5.3.1 the number of Additional Affordable Student Accommodation Units shall be included within the definition of Affordable Student Accommodation Units;
 - 5.3.2 the number of Private Student Accommodation Units shall be reduced by the corresponding number of Additional Affordable Student Accommodation Units; and
 - 5.3.3 the obligations in Schedule 1 shall apply to the Additional Affordable Student Accommodation Units to be provided within the Development and shall be construed such that any reference to "**Affordable Student Accommodation Units**" shall include the corresponding number of Additional Affordable Student Accommodation Units to be provided within the Development.
- 5.4 The Parties agree that the Affordable Student Accommodation Cap shall apply in relation to the obligations in Schedule 1 and this Schedule 9.

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

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

)
)
)
)
)

A Hollingsworth

Authorised Signatory (name)

Anthony Hollingsworth

Authorised Signatory (signature)



EXECUTED as a DEED (but not delivered until the date hereof) by STRATFORD CITY DEVELOPMENTS LIMITED

)
)
)
)
)

Beattie

acting by a director in the presence of:

) Director

Signature of witness

[Handwritten signature of Penny Cameron]

Name of witness (in BLOCK CAPITALS)

PENNY CAMERON

Address of witness

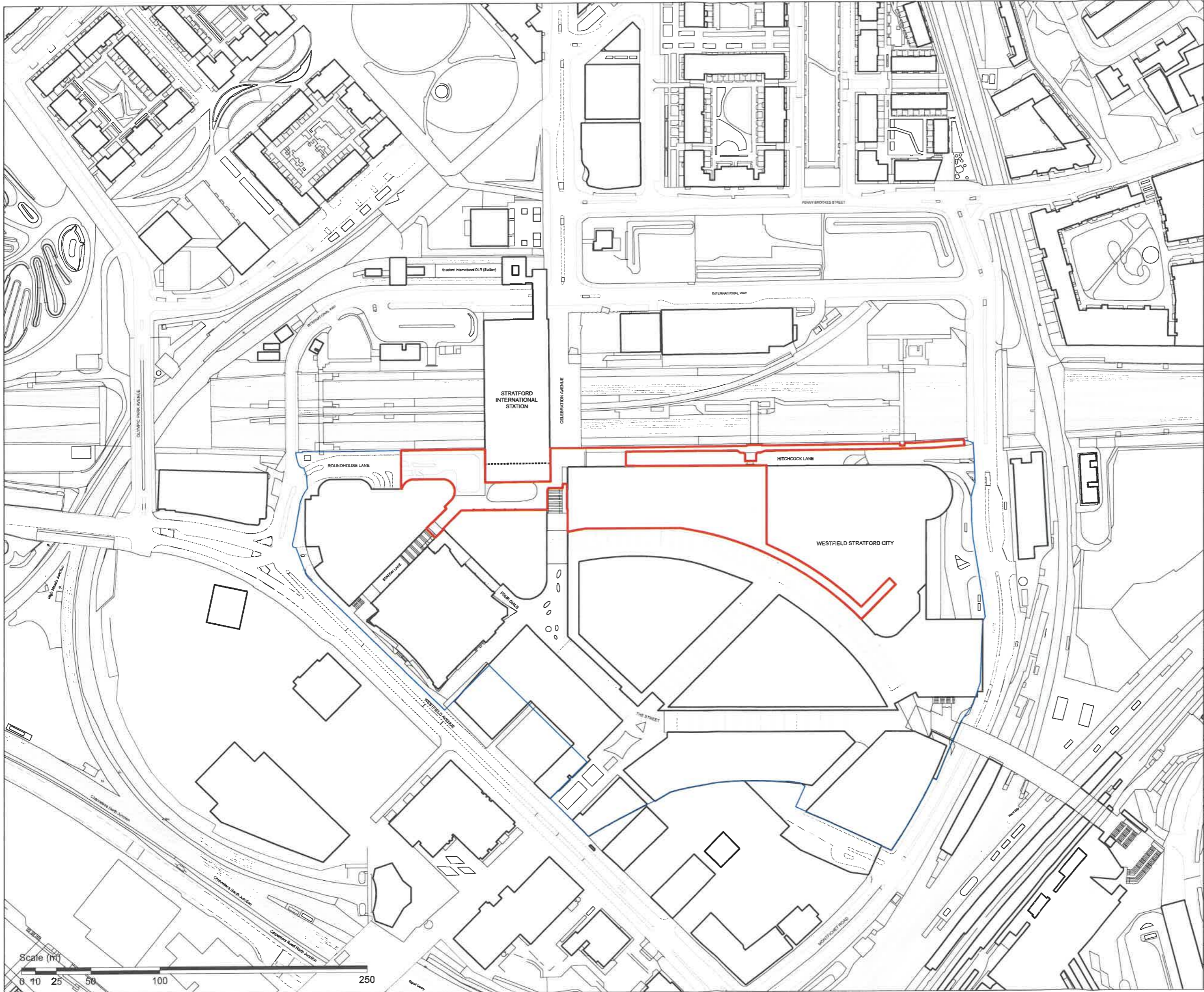
610 4th floor
1 ARCEL WAY
LONDON
W12 7SL

Occupation

CHARITABLE SECRETARY

APPENDIX 1

SITE PLAN



notes

When this drawing is issued in uncontrolled CAD format it will be accompanied by a PDF version and is issued to enable the recipient to prepare their own documents / models / drawings for which they are solely responsible.

The recipient should report all drawing errors, omissions and discrepancies to the architect. All dimensions should be checked on site by the contractor and such dimensions shall be the contractor's responsibility.

Allford Hall Monaghan Morris Limited accepts no responsibility or liability for:

- Any use of this drawing by parties other than the party for whom it was prepared or for purposes other than those for which it was prepared
- Any alterations or additions to or discrepancies arising out of changes to the background information on which the drawings are based that was current at the time of issue, and which occur to that information after it has been issued by AHMM
- Any loss or degradation of the information held in this drawing resulting from the translation from the original file format to any other file format or from the recipient's reading of it in any other programme or any version of the programme other than that which was used to prepare it
- The accuracy of survey information provided by others or for any costs, claims, proceedings and expenses arising out of reliance on such information

Any scaling from this drawing other than by the local planning authority solely for the purposes of the planning application to which it relates

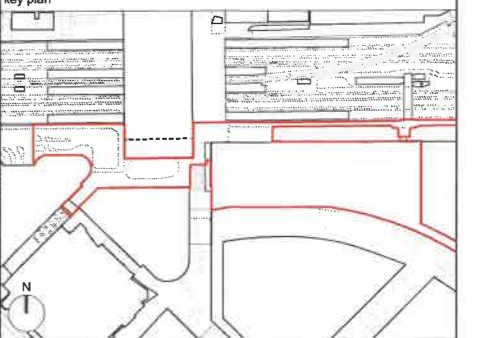
The drawing shows the general arrangement together with the nominal sizes of selected elements and components. The information shown indicates the design intent of the architect and is to be read in conjunction with the performance specification. The Contractor must include for all design development and coordination required to complete the works.

key

- Application boundary
- Ownership boundary

AH
Alfie

Rev	Status	Date	Description
P01	PL	13/03/24	Planning submission



ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS Ltd.
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
WESTFIELD

project name
M2 WESTFIELD STRATFORD CITY

drawing title
LOCATION PLAN

drawn	checked	scale	1:1250@A1	status	revision	
KF	JH		1:2500@A3	PLANNING	P01	
project	originator	volume	level	type	role	drawing no.
23075	AHMM	ZZ	ZZ	DR	A	PL001



APPENDIX 2
PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Unibail-Rodamco-Westfield c/o Agent

Agent

Nick Ray,
DP9 Ltd
100 Pall Mall
London
SW1Y 5NQ

Part I - Particulars of Application

Date of Application: 02-Apr-2024

Application No: 24/00113/FUL

Proposal: Application for full planning permission for the construction of an extension to the existing shopping centre building at rooftop level of 14 storeys above rooftop car park level (51.52m AOD from rooftop level, 85.2m AOD from Hitchcock Lane ground level) with associated access cores to ground level in Hitchcock Lane comprising a 520 bedroom purpose-built student accommodation development (Sui Generis); internal and external alterations to the existing shopping centre building to provide a main entrance, lobbies, refuse storage, cycle parking and accessible car parking; ground level hard and soft landscaping works to International Station Square, Roundhouse Lane, Celebration Avenue and Hitchcock Lane; hard and soft landscaping works to the rooftop car park area, including removal of car parking spaces, provision of resident student amenity space and the creation of a new publicly accessible route and flexible community, sports and leisure use area (Use Class F.1 / F.2); other associated works.

Location: Westfield Stratford City Car Park C (otherwise known as Plot M2), and land at Hitchcock Lane, International Station Square, Celebration Avenue and Roundhouse Lane, London, E20 1EJ

Part II - Particulars of Decision

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

DEFINITIONS

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

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

“Enabling Works” demolition, site clearance, decommissioning, laying and diversion of other services and service media (but not extending to the laying of foundations for the Development), construction of temporary access and/or highway works to enable the carrying out of the development, archaeological investigations and digs, exploratory boreholes, ecological surveys, investigations or assessments, remediation works, site preparation, construction of boundary fencing or hoardings for the purposes of site security including construction of boundary fences, noise attenuation works, decommissioning and/or laying of services and service media for the supply or carriage of electricity, gas, water, sewerage, telecommunications or other utilities, media or services, erection of temporary facilities for security personnel; site and construction staff, and the erection of security cameras and lighting

1. Time Limit

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

Reason: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990 and complex nature of the development with numerous third party approval requirements.

2. Approved Plans

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

Drawing description	Drawing number	Revision
Demolition		
Demolition Plan - Ground Floor Plan +8m AOD	23075_AHMM_ZZ_00_DR_A_PL050	P01
Demolition Plan - Car Park Level Plan +36.90m AOD	23075_AHMM_ZZ_01_DR_A_PL051	P01
Demolition Plan - Car Park Level Plan +40.72m AOD	23075_AHMM_ZZ_01_DR_A_PL052	P01
Demolition Plan - Plant Deck Plan Level +42.5m AOD	23075_AHMM_ZZ_01_DR_A_PL053	P01
Proposed		
Proposed Site Plan	23075_AHMM_1S_ZZ_DR_A_PL080	P01
Proposed Ground Floor Plan +7.50m AOD	23075_AHMM_1S_00_DR_A_PL100	P03
Proposed Mezzanine Floor Plan +10.0m AOD	23075_AHMM_1S_00M_DR_A_PL101	P01
Proposed Car Park Level Plan +36.90m AOD	23075_AHMM_1S_00P_DR_A_PL102	P01
Proposed Podium Level Plan	23075_AHMM_1S_00P_DR_A_PL103	P03
Proposed Plan - Level 01/03/05/07/09/11/13	23075_AHMM_1S_01_DR_A_PL104	P03

Proposed Plan - Level 02/04/06/08/10/12	23075_AHMM_1S_01_DR_A_PL105	P03
Proposed Plan - Level 14	23075_AHMM_1S_14_DR_A_PL106	P01
Proposed Roof Plan	23075_AHMM_1S_15_DR_A_PL107	P01
Proposed Context Elevation - North Elevation	23075_AHMM_1S_ZZ_DR_A_PL200	P01
Proposed North Elevation - Hitchcock Lane	23075_AHMM_1S_ZZ_DR_A_PL201	P01
Proposed East Elevation - Stratford City Bus Station	23075_AHMM_1S_ZZ_DR_A_PL202	P01
Proposed South Elevation - Westfield Arcade	23075_AHMM_1S_ZZ_DR_A_PL203	P01
Proposed West Elevation - Celebration Avenue	23075_AHMM_1S_ZZ_DR_A_PL204	P01
Proposed Section A-A	23075_AHMM_1S_ZZ_DR_A_PL300	P01
Proposed Section B-B	23075_AHMM_1S_ZZ_DR_A_PL301	P01
Proposed Section C-C	23075_AHMM_1S_ZZ_DR_A_PL302	P01
Proposed Bay Study - West Elevation	23075_AHMM_1S_ZZ_DR_A_PL220	P01
Proposed Bay Study - South Elevation - Kitchens	23075_AHMM_1S_ZZ_DR_A_PL221	P01
Proposed Bay Study - Core	23075_AHMM_1S_ZZ_DR_A_PL222	P01
Proposed Bay Study - Ground Floor Entrance	23075_AHMM_1S_ZZ_DR_A_PL223	P01
Proposed Bay Study - Ground Floor Lift Lobby	23075_AHMM_1S_ZZ_DR_A_PL224	P01
Landscape		
Landscape Ground Level GA Plan	EAST_261_SM2_L-X-PLN-001	B
Landscape Roof Level GA Plan	EAST_261_SM2_L-X-PLN-002	A
Roundhouse Lane and Station Forecourt Plan	EAST_261_SM2_L-X-PLN-003	B
Hitchcock Square Plan	EAST_261_SM2_L-X-PLN-004	B
Roof Student Amenity Garden Plan	EAST_261_SM2_L-X-PLN-005	A
Roof Play and Sports Amenity Plan	EAST_261_SM2_L-X-PLN-006	A
Roof Student Amenity Terrace Plan	EAST_261_SM2_L-X-PLN-007	A
Celebration Avenue Plan	EAST_261_SM2_L-XX-PLN-008	-
Landscape GA Sections	EAST_261_SM2_L-X-SEC-001	A

Supporting documents

- Planning Statement, March 2024 (DP9)
- Design & Access Statement, June 2024 (AHMM / East)
- Heritage, Townscape and Visual Impact Assessment, March 2024 (The Townscape Consultancy)
- Noise & Vibration Assessment, June 2024 (Aecom)
- Dust Risk & Air Quality Assessment, June 2024 (Aecom)
- Preliminary Ecological Appraisal, March 2024 (Aecom)
- Biodiversity Net Gain Assessment, March 2024 (Aecom)
- Ecological Appraisal, March 2024 (Aecom)
- Transport Assessment, March 2024 (Pell Frischmann)
- Construction Logistics Plan, February 2024 (Pell Frischmann)
- Draft Travel Plan, March 2024 (Pell Frischmann)
- Delivery & Servicing Plan, March 2024 (Pell Frischmann)
- Operational Waste Management Plan, June 2024 (Pell Frischmann)
- Daylight, Sunlight, Overshadowing & Solar Glare Report, March 2024 (Point2)
- Flood Risk & Drainage Strategy, March 2024 (Pell Frischmann)
- Sustainability Statement, March 2024 (Aecom)

- Energy Statement, March 2024 (Aecom)
- Whole Life-Cycle Carbon Assessment, March 2024 (Aecom)
- Circular Economy Statement, March 2024 (Aecom)
- Outline Site Waste Management Plan, March 2024 (Aecom)
- Construction Environmental Management Plan, March 2024 (TCCL)
- Statement of Community Involvement, March 2024 (LCA)
- Fire Statement, February 2024 (OFR)
- Aviation Assessment, March 2024 (Swanson Aviation)
- Wind Microclimate Assessment, March 2024 (Aecom)
- Electrical Interference & Telecomms Impact Assessment, March 2024 (GTech)
- Foul Sewage & Utilities Assessment, February 2024 (Cudd Bentley)
- Ventilation & Extraction Statement, February 2024 (Cudd Bentley)
- PBSA Demand & Supply Assessment, March 2024 (Knight Frank)
- Student Management Plan, March 2024 (Potter Raper)
- Equalities Impact Assessment, March 2024 (Potter Raper)

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

3. Notice of Commencement

Save for Enabling Works, the development shall not be commenced unless written notice of intention to commence the development within 21 days of the date of the notice has been given to the Local Planning Authority.

Reason: To ensure satisfactory compliance with this planning permission.

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

CONSTRUCTION

4. Non-Road Mobile Machinery

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

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

5. Enabling Works Construction Environmental Management Plan (CEMP)

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

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

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

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the construction process, and to manage the risk that the construction activity presents to the safety, security and operation of HS1, in accordance with Policies BN.11 and T.4 of the Local Plan (2020).

Pre-commencement justification:

To ensure that details of appropriate measures to mitigate construction impacts are agreed in advance of commencement of works.

6. Construction and Environmental Management Plan (CEMP)

Save for Enabling works, the development hereby permitted shall not be Commenced until a Construction Method and Environmental Management Plan (CEMP), has been submitted to and approved in writing by the Local Planning Authority, in consultation with HS1. The Construction and Environmental Management Plan shall include, as a minimum:

- a) Hours of work;
- b) Noise and vibration mitigation and monitoring measures, including monitoring locations, frequency, duration, noise limits and location of noise sensitive receptors;
- c) Safeguarding of buried services;
- d) The notification of neighbours with regard to specific works;
- e) Advance notification of road closures;
- f) Details regarding parking, deliveries, and storage (including hours of deliveries);
- g) Details of measures to prevent the deposit of mud and debris, including windblown debris, dust and materials on the public highway and on HS1 land;
- h) A feasibility survey shall be carried out to consider the potential for moving construction material from the site by waterborne freight.
- i) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- j) Details of collaboration with adjoining development sites to mitigate against detrimental impacts; and
- k) Any other measures to mitigate the impact of construction upon the amenity of the area and the function and safety of the highway network.
- l) Site layout arrangements
- m) storage of combustible/hazardous materials
- n) Position and operation of cranes and other plant

o) Details of any excavations and stockpiles

All construction activities shall be carried out only in accordance with the approved Construction and Environmental Management Plan unless otherwise approved in writing by the Local Planning Authority.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the construction process, and to manage the risk that the construction activity presents to the safety, security and operation of HS1, in accordance with Policies BN.11 and T.4 of the Local Plan (2020).

Pre-commencement justification: To ensure that details of appropriate measures to mitigate construction impacts are agreed in advance of commencement of works.

7. Construction Logistics Plan

Save for Enabling Works, the development shall not be commenced until a Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority. The CLP shall provide details of:

- i. the parking of vehicles of site operatives and visitors; and
- ii. loading and unloading of plant and materials

The CLP shall assess the impacts during the construction phase of the development. The development shall be carried out in accordance with the approved details throughout the construction period.

All construction activities shall be carried out in accordance with the approved details in the CLP unless otherwise approved in writing by the Local Planning Authority.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the construction process, in accordance with Policies BN.11 and T.4 of the Local Plan (2020).

Pre-commencement justification: To ensure that details of appropriate construction logistics measures are agreed in advance of commencement works.

8. Dust Management Plan

Save for Enabling Works the development shall not be commenced until a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in July 2014 (or any subsequent revision) and the 'Guidance on the assessment of dust from demolition and construction', published by the IAQM in January 2024, and shall include:

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

The development shall be carried out in accordance with the approved scheme for dust monitoring, assessment and mitigation for all demolition and construction activities unless otherwise approved in writing by the Local Planning Authority.

Reason: To safeguard residential amenity, in accordance with Policy BN.14 of the Local Plan (2020)

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

HS1 & TfL CONDITIONS

9. Site investigations near to HS1 (either above tunnels or adjacent to railway assets)

Prior to the commencement of site investigations involving a borehole or trial pit deeper than one metre, details of the location and depth of site investigations including a method statement shall be submitted to and approved in writing by the Local Planning Authority in consultation with HS1. This activity shall then be carried out only in compliance with the approved details unless previously agreed in writing by the Local Planning Authority in consultation with HS1.

Reason: To ensure that the borehole or trial pit is at an acceptable vertical and horizontal distance from tunnels, the operational railway or other assets as advised by HS1 so that it does not compromise the integrity, safety or operation of HS1.

10. Demolition (HS1)

No demolition activity shall take place until the proposed methodology has been submitted to and approved in writing by the Local Planning Authority in consultation with HS1. Demolition activity shall then be carried out in accordance with the approved details unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change. Reason: No such information has been provided and demolition activity could pose a risk to the safety, security and operation of HS1.

11. Excavations

Prior to the commencement of any construction activity engineering details of the size, depth and proximity to HS1 of any excavations shall be submitted to and approved in writing by the Local Planning Authority in consultation with HS1. Excavations shall then be carried out in accordance with the approved details unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change.

If the excavation is within the zone of influence of HS1 infrastructure an engineering design will be required from the developer for approval in advance of excavation.

Reason: No such details have been provided. To ensure that the stability of HS1 tunnels, structures, track and other infrastructure is not prejudiced.

12. Imposed Loads

Prior to the commencement of any construction activity, details of the size, loading and proximity to HS1 of additional ground loads such as stockpiles shall be submitted to and approved in writing by the Local Planning Authority in consultation with HS1. Relevant works shall be carried out in conformity with the approved details.

If the stockpile is within the zone of influence of HS1 infrastructure an engineering design will be required from the developer for approval in advance of excavation.

Reason: To ensure that the stability of HS1 tunnels, structures, track and other infrastructure is not prejudiced.

13. Vibration

Prior to the commencement of any construction activity details of the plant and equipment proposed which are likely to give rise to vibration (such as pile driving, demolition and vibro-compaction of the ground) together with predicted vibration levels, shall be submitted to and approved in writing by the

Local Planning Authority in consultation with HS1. Activities likely to cause vibration in the vicinity of HS1 infrastructure such that a peak particle velocity (PPV) of 5mm/s may be exceeded at the railway boundary must be approved by the Local Planning Authority in consultation with HS1 in advance.

Where activities could give rise to PPV of 5mm/s or greater, a vibration and settlement monitoring regime shall be submitted in writing to the Local Planning Authority for approval in consultation with HS1. The monitoring regime shall be put in place prior to the start of construction works. HS1 shall be provided reasonable access to the results of monitoring at regular intervals.

Reason: No details of vibration have been provided. To ensure that vibration does not prejudice the safety, operation and structural integrity of HS1.

14. Railway Infrastructure Protection (TfL)

Save for Enabling Works, the development shall not be Commenced until detailed design and method statements (in consultation with TfL Infrastructure Protection) for each stage of the development have been submitted to and approved in writing by the local planning authority which include:

a) tower crane base design (including certification), Risk Assessment and Method Statement for siting, erection, lifting arrangements, operational procedure (including any radio communications), jacking up, derigging in addition to plans for elevation, loads, radius, slew restrictions and collapse radius. No cranes shall be erected or dismantled until TfL Infrastructure Protection Engineer's approval has been obtained in writing

b) accommodation of ground movement arising from the proposed construction

c) mitigation of the effects of noise and vibration arising from the adjoining railway operations within the structures

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

15. Railway Infrastructure Protection (TfL, HS1)

Save for Enabling Works, the development shall not be Commenced until evidence that Network Rail have approved/accepted the works, including details on tall plant such as a Tower Crane, will not be a risk to HS1 be submitted to and approved in writing by the Local Planning Authority in consultation with LU/DLR Infrastructure Protection.

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

16. Electromagnetic compatibility (EMC)

Save for Enabling Works, the development shall not be Commenced until an assessment of electromagnetic compatibility (EMC) to demonstrate that the design is compatible with EMC regulations has been submitted to and approved in writing by the Local Planning Authority in consultation with HS1. Unless otherwise agreed in writing with the Local Planning Authority in consultation with HS1, the development shall be carried out in compliance with approved scheme.

Reason: No such details have been provided and the nature of the development is such that it gives rise to concerns about EMC emissions. EMC emissions which are not compliant with the regulations could cause disturbance to HS1 equipment. HS1 must be able to confirm that no such risk exists.

17. Dazzle, glare and distraction from lighting and vehicles

The permanent external lighting scheme shall be designed to avoid dazzle and glare which could cause hazard or distraction to operators of HS1. Prior to the commencement of any lighting installation details of the lighting scheme, including any visual screening shall be submitted to and

approved in writing by the Local Planning Authority in consultation with HS1. Unless otherwise agreed in writing with the Local Planning Authority in consultation with HS1, the permanent lighting scheme shall be implemented in accordance with the approved details.

Reason: Lighting can interfere with sighting of signals and compromise the safe operation of HS1. No detail of the lighting has been provided.

18. Dazzle, glare and distraction from solar reflection

The development shall be designed to avoid dazzle and glare from solar reflection which could cause hazard or distraction to operators of HS1. Save for Enabling Works, the development shall not be Commenced until the reflectivity and the orientation of specular (i.e. polished) reflective surfaces such as glazing or non-matt metal has been submitted to and approved in writing by the Local Planning Authority in consultation with HS1. Unless otherwise agreed in writing with the Local Planning Authority in consultation with HS1, the approved scheme shall be implemented.

Reason: Depending upon the orientation of the façade or component and the position of the sun, specular reflection can interfere with sighting of signals and compromise the safe operation of HS1. No detail of the potential for this has been provided.

19. Control of maintenance risk

Save for Enabling Works, the development shall not be Commenced until proposals for those elements of maintenance of the development which could prejudice the safety, operation or maintenance of HS1 have been submitted to and approved in writing by the Local Planning Authority in consultation with HS1. The details shall, as a minimum, include:

- window cleaning on the façade facing HS1;
- routine maintenance of the façade facing HS1; and
- use of plant with a collapse radius within 4m of the HS1 boundary.

The development shall be carried out in accordance with the approved details unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change.

Reason: No such information has been provided and is required to manage the risk to the safety and operation of HS1 arising from maintenance of the development.

20. Risks from transformer

Save for Enabling Works, the development shall not be Commenced until an assessment of the risk that the HS1 isolating transformer may pose to the development and details of any appropriate mitigation to be incorporated into the development have been submitted to and approved in writing by the Local Planning Authority in consultation with HS1.

Reason: In view of the proximity of the HS1 isolating transformer. The isolating transformer is an oil-filled transformer and, in the event of a serious malfunction, presents a possibility of explosive rupture of the oil tanks. No risk assessment has been undertaken and no mitigation has been incorporated in the development to manage the risk.

CONTAMINATION

21. Contamination and Site Characterisation

No development (or stage in development as may be agreed in writing with the Local Planning Authority) shall commence until the following have each been submitted to, and approved in writing, by the Local Planning Authority:

1. A preliminary risk assessment, including a desk study and site reconnaissance;

2. A scheme of ground investigation, describing and justifying the scope of investigation to provide sufficient information for a contamination risk assessment; and
3. A contamination risk assessment and remediation strategy report based on the findings of the ground investigation.

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

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

22. Remediation Implementation and Verification Method Statement

No development (or stage in development as may be agreed in writing with the Local Planning Authority) shall commence until a remediation implementation and verification method statement, based on the contamination risk assessment and remediation strategy report, has been submitted to and approved in writing by the Local Planning Authority.

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

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

23. Unexpected Contamination

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

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

24. Verification Report

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

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

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

25. Foundation Works Risk Assessment

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

Reason: To safeguard human health and controlled waters, in accordance with Policy BN.14 of the Local Plan (2020).

26. Foundation design (HS1)

Prior to the commencement of development, details of the design of the foundations and other works proposed below existing ground level shall be submitted to and approved in writing by the Local Planning Authority in consultation with HS1. The development shall be carried out in accordance with the approved details.

Reason: To ensure that loads on, and settlement of, HS1 tunnels, structures, track and other infrastructure do not prejudice the safety or operation of HS1.

WATER USE

27. Water Network Upgrades

No development shall be occupied until evidence has been submitted to and approved in writing by the Local Planning Authority, that either:

- any water network upgrades required to accommodate the additional demand to serve the development have been completed; or
- a development and infrastructure phasing plan has been agreed with Thames Water to allow development to be occupied. Where a development and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.

The developer can request information to support the discharge of this condition by visiting the Thames Water website at thameswater.co.uk/preplanning.

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

28. Infiltration Drainage

No infiltration drainage into the ground is permitted other than with the prior written consent of the Local Planning Authority. If infiltration drainage is proposed then a written plan shall be submitted to and approved in writing by the Local Planning Authority demonstrating that there is no unacceptable risk to controlled waters from contamination. The development shall be implemented in accordance with the approved details.

Reason: To safeguard controlled waters, in accordance with Policy BN.14 of the Local Plan (2020).

29. Detailed Drainage Strategy

Save for Enabling Works, the development shall not be Commenced until a fully coordinated, detailed drainage strategy and proposed discharge rates have been submitted to the local planning authority for approval in writing. The drainage strategy should include details pertaining to points of connection/outfalls, key pipe runs, sustainable drainage measures and details of any key control devices. Thereafter the approved strategy shall be implemented.

Reason: To ensure there is no risk from flooding on or off site, in accordance with Policy BN.14 of the Local Plan 2020.

30. Drainage design (HS1)

No water or effluent shall be discharged from the development on to HS1 or its associated drainage system. Save for Enabling Works, the development shall not be Commenced until details of the design of the drainage have been submitted to and approved in writing by the Local Planning Authority in consultation with HS1. Construction activity shall be carried out in compliance with the approved details unless previously agreed in writing by the Local Planning Authority in consultation with HS1.

Reason: To enable HS1 to satisfy themselves that there is no increased risk to HS1 arising from the development.

31. Flood Warning and Evacuation Plan (GLA)

Prior to occupation of the development, a Flood Warning and Evacuation Plan (FWEP) should be submitted to and approved in writing by the Local Planning Authority. The FWEP shall be implemented in accordance with the approved.

Reason: To mitigate the risk of flooding, in accordance with London Plan Policy SI12.

DESIGN

32. Detailed Design

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

- i. Principal features on the facades e.g., typical bay study (1:50/1:25) of:
 - a) Typical upper-level window bays to include all types where there is variation between North, East, South and West elevations, including courtyard elevations;
 - b) Typical podium-level bays to include all types where there is a variation between the elevations, including courtyard elevations;
 - c) Ground floor frontages, to show glazing, prefabricated pre-cast concrete panel cladding, metalwork and signage zones. Including:
 - a. Primary student accommodation entrance;
 - b. Expressed cores and lift lobby;
- ii. Key junctions between materials and details of head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to all terraces, including details of prefabricated pre-cast concrete panel cladding, glazed terracotta tiles (or other similar material to be agreed), metal elements, copings, window reveals, glazing system and louvered vents, soffits and canopies, and including details and texture/finish of all concrete elements and window systems.
- iii. Junction details and dimensions of all materials in a typical bay (1:20)
- iv. Parapets/roof level study, including all terraces, to include rooftop plant screening, lift overruns etc (1:20)
 - v. Details of roof terraces including floor finishes, and balustrade details (1:20)
 - vi. Details of soffits and canopies to all entrance areas, including the podium soffit (1:20)
 - vii. Details of key architectural metalwork / screens / gates (1:25)
- viii. External signage details including elevations and sections (1:50)
- ix. Elevational location (1:100) of: all joints e.g. structural, movement, panels; openings in envelope e.g. ventilation grilles, bird & bat boxes; all items which are fixed to the façade e.g. intercom systems, lighting, CCTV and alarms including any provision for cable runs.

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

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

33. Material Samples

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

Samples and details of the following shall be provided:

- i. Façade cladding materials including all types of prefabricated pre-cast concrete panel cladding, glazed terracotta tiles (or other similar material to be agreed), including all other concrete elements and metalwork;
- ii. Window / door types (including finishes, glass types and any manifestation)
- iii. Facing metalwork including baguettes, panels, railings, louvres, balustrades, service doors, screens, gates, etc;
- iv. All items which are fixed / integrated to the façade (e.g., projecting perforated façade screens, louvres and ventilation grilles, rainwater pipes, signage, bird/bat boxes)
- v. Soffit and canopy materials.
- vi. Terrace and rooftop floor finishes and balustrades/parapets.
- vii. External wall details (including finishes, any manifestation)
- viii. All visible sealant within external fabric

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

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

34. Mock-Ups

At least 3 months prior to the use of the respective materials on site, mock-ups of facades shall be provided at a size to be agreed in writing with the Local Planning Authority in advance. Drawings shall be submitted to show the proposals for the mock-ups. This includes as a minimum 3 mock-ups:

1. A typical East or West facing upper window bay, including a full-height section incorporating prefabricated pre-cast concrete panel cladding, glazed ribbed terracotta tiles (or other similar material to be agreed), glazed terracotta tiles, PPC aluminium baguettes, window reveals, and fixed and openable windows.
2. A typical South or North facing upper window bay, including a full-height section incorporating prefabricated pre-cast concrete panel cladding, glazed terracotta tiles (or other similar material to be agreed), PPC aluminium baguettes, window reveals, and fixed and openable windows (including tinted/opaque glazing).
3. A section of the main student accommodation entrance at ground level to show glazed door and window system with metalwork, including canopy and signage.

All mock-ups should be reviewed alongside the existing materials palette, and must be built on the Westfield car park.

The relevant materials shall not be installed on the building in accordance with the mock-ups until written approval has been obtained from the Local Planning Authority.

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

35. Secured by Design

- a) Save for Enabling Works, the development shall not be Commenced until details of the measures to be incorporated into the development demonstrating how the principles and practices of the 'Secured by Design' (SBD) scheme and local crime prevention measures have been included have been submitted to and approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out Crime Officer. The development shall be carried out in accordance with the agreed details.
- b) Within 3 months of first occupation of the development, a letter from the Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the occupied or used section have been met, will be required to be submitted to the local planning authority for its written approval.
- c) On completion of the development including landscaping, external materials and other works incidental to the proposed development the SBD certificate or a letter from the Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the whole site have been met shall be submitted to the local planning authority for its written approval.

Reason: To deter crime and deliver a healthy safe sustainable place to live and work, in accordance with Local Plan Policy S.12.

36. Resilience, Safety and Security measures

Save for Enabling Works, the development shall not be Commenced until details of the following security measures and assessment have been submitted to and approved in writing by the Local Planning Authority in consultation with the Metropolitan Police.

- Blast mitigation Impact Assessment to inform the resilience required for the building;
- An Access Control System that can enable a dynamic lockdown;
- A 'No drone' policy adopted with clear 'No drone zone' signage.

The development must be completed in accordance with the approved details and retained as such thereafter.

Reason: In order to ensure and maintain a safe and secure environment that is resilient against emergencies and threats, in accordance with Policy S.12 of the Local Plan (2020).

LANDSCAPING

37. Landscape Design

No above ground works shall take place until full details of hard and soft landscape works and means of enclosure of all un-built, open areas and public realm have been submitted to and approved in writing by the Local Planning Authority.

Hard landscape details shall include:

- i. Details of any proposed finished levels or contours including any alterations in existing ground levels and excavations within the root protection area of any retained trees on or adjoining the site
- ii. means of enclosure and boundary treatments and any associated access points

- iii. car parking layouts including details of blue badge parking, electric charging points and petrol and oil interceptors and service/loading bays
- iv. details of other vehicle and pedestrian access and circulation areas including cycle storage
- v. details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs
- vi. hard surfacing materials which shall be permeable as appropriate, including dimensions, bonding and pointing
- vii. minor artefacts and structures e.g. street furniture, play equipment, refuse or other storage units, signage, lighting, planters (fixed and moveable), drinking water fountains, bollards and hostile vehicle mitigation
- viii. location of proposed and existing functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout
- ix. retained historic landscape features and proposals for restoration, where relevant
- x. coordination drawing illustrating how the sustainable drainage system works with paving, tree pits, planting design, building and external drainage and local authority drainage or water courses
- xi. materials samples

Soft landscape details shall include:

- i. Urban Greening Factor calculation and plan -UGF should seek further improvements to the Urban Greening Factor score where possible demonstrated by submission of updated calculations and plans
- ii. coordination drawing of all existing trees and hedgerows indicating those to be removed and retained overlaid with development proposals with measures for the protection and ongoing healthy growth of retained trees/vegetation based on tree survey
- iii. planting plans including plant schedules, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate
- iv. written specifications including cultivation and other operations associated with plant and grass establishment
- v. all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment
- vi. coordination drawing showing the locations of green roofs/walls and integration with the building design, maintenance access including detail of substrate and species proposals
- vii. coordination drawing of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey
- viii. implementation programme including time of year for planting

The hard and soft landscaping shall be carried out in accordance with the approved details in the first planting season following occupation of the development.

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

38. Planting and landscaping close to High Speed 1

Prior to the installation of any planting and landscaping details shall be submitted to and approved in writing by the Local Planning Authority in consultation with HS1. Unless otherwise agreed in writing with the Local Planning Authority in consultation with HS1, the planting scheme shall be installed in accordance with the approved scheme and maintained in accordance with this condition.

Reason: To permit access for maintenance purposes to the HS1 fence. To prevent trespass and vandalism risk from trees which could provide a climbing aid for unauthorised persons to scale the fence. To control incidences of reduced traction and braking force as a result of leaves on the line (a

particular risk on the 1 in 40 gradients which are common on HS1, and which are steeper than on other railway main lines).

39. Landscape Management and Maintenance Plan

Prior to occupation of the development, a landscape management plan, including implementation plan, long term design objectives and management responsibilities for all landscape areas (including public realm, communal amenity areas and roof areas) and schedule of landscape maintenance for a minimum period of 5 years shall have been submitted to and approved in writing by the Local Planning Authority. The management plan shall consider biosecurity issues in relation to plant replacement and sustainability in relation to water usage and irrigation. The landscape management shall be carried out in accordance with the approved details.

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

40. Freestanding structures

No above ground works shall take place until details of any freestanding structures, telecommunications equipment, bin and recycling stores, cycle storage and planters to be erected or placed on any part of the public realm associated with the development have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the development does not prejudice highway safety or accessibility and in the interests of residential and visual amenity in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.6 of the Local Plan.

41. Specific boundary treatments

No above ground works shall take place until a plan indicating the positions, design, materials and type of boundary treatment to be erected including Secured by Design considerations and any access points and access control measures has been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until it has been carried out in accordance with the approved details.

Reason: To ensure satisfactory boundary treatments on the interests of visual amenity within the area in accordance with Strategic Policy SP.3 and Policies BN.1 and BN.4 of the Local Plan.

42. Ecological Enhancements

Save for Enabling Works, the development shall not be Commenced until details of the specification and location of bat and bird boxes, 50% of which should be integrated into the facades of the building, have been submitted to and approved in writing by the Local Planning Authority. The bat and bird boxes shall be installed prior to first occupation of the development and in accordance with the details approved by the Local Planning Authority, and permanently retained thereafter.

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

43. Ecology during construction

All site operatives must be made aware of the possible presence of protected species during works. If any protected species or signs of protected species are found, works should stop immediately and an ecologist should be contacted. The applicant may need to apply for a protected species licence from Natural England, evidence of which should be submitted to the Local Planning Authority.

Reason: To ensure the development contributes towards the protection and creation of habitats and valuable areas for biodiversity, ensuring compliance with the Habitats Regulations and the Wildlife &

Countryside Act 1981 (as amended) in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

44. Biodiversity net gain

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

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

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

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

45. Wind Mitigation

Save for Enabling Works, the development shall not be Commenced until updated details of the wind mitigation measures have been submitted to the local planning authority for approval. The details should include the materials used, porosity, height and density of the mitigation, including any planting or landscaping proposed to the south-west of the main building at all levels. The effectiveness of the final detailed design of the wind mitigation should be tested using a robust modelling methodology which includes current detailed design information for the committed schemes in adjacent plots to the north and south of the site, to ensure that the wind conditions remain safe and comfortable for the intended uses across the whole development.

The wind mitigation measures should be installed prior to occupation.

Reason: To ensure safe wind conditions for pedestrians close to the south corner of the development, in accordance with Policy BN.5 of the Local Plan.

46. Lighting Scheme

Save for Enabling Works, the development shall not be Commenced until an external lighting scheme, including floodlighting, security lighting and the illumination of the buildings at night, has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall include:

- i. functions of proposed lighting and the uses it supports e.g. for recreation facilities
- ii. a lux plan showing both proposed and existing retained light sources
- iii. details of time limits on lighting and hours of operation
- iv. details of how the lighting scheme will mitigate any potential biodiversity impacts arising from the installation or operation of the proposed lighting
- v. details of fixtures, any supporting structures and systems of control such as timers and sensors including surface finish and colour

vi. details on colour temperature of the lighting and the associated public realm surfaces including reflectivity and glare

The development shall not be occupied/used until it has been carried out in accordance with the approved details.

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

47. Wayfinding/Signage

Save for Enabling Works, the development shall not be Commenced until details of a signage strategy for the site including wayfinding (including relocation of existing features, and waymarking from points of arrival), street signage and traffic related signage has been submitted to and approved in writing by the Local Planning Authority. The strategy shall include locations and details of fittings and supporting structures. The development shall not be occupied until it has been carried out in accordance with the approved details.

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

48. Sustainable drainage systems

Save for Enabling Works, the development shall not be Commenced until details of a sustainable drainage system (SuDS) have been submitted to and approved in writing by the Local Planning Authority.

These shall include:

- i. coordination drawing illustrating how the systems work with existing SuDS systems, paving, tree pits, planting design, building drainage and local authority drainage or water courses
- ii. details of permeable paving, green/blue roofs, rain gardens, swales, water collection and attenuation storage
- iii. details of the interconnected system of sustainable drainage features, identifying pathway of surface water, attenuation volumes and operation in both normal rainfall and flood conditions
- iv. details of associated planting, substrate and drainage design, including appearance of any visible elements
- v. management and maintenance proposals for the sustainable drainage system

The development shall not be occupied until it has been carried out in accordance with the approved details.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Strategic Policy SP.5 and Policy S.4 of the Local Plan.

49. Trees – during construction

Throughout the implementation of the works, the existing trees to be retained on the site shall be protected in accordance with measures recommended by British Standard 3998 (Tree Work). The erection of fencing for the protection of any retained tree shall be undertaken before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, nor shall any fires be lit, without the written consent of the Local Planning Authority. All tree work shall be carried out in accordance with British Standard 3998 (Tree Work) and undertaken under the supervision of the project arboriculturalist.

Reason: To ensure that the development will not have an adverse effect on existing trees and to maintain the character and visual amenity within the locality in accordance with Strategic Policies SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, S.1 and S.9 of the Local Plan.

TRANSPORT

50. Car Parking Management Plan

Prior to the first occupation of the development, a Car Parking Management Plan (which shall set out how the blue-badge parking is managed, operated and monitored including how students holding a blue-badge will be allocated a parking space) shall be submitted to and approved in writing by the Local Planning Authority. The blue badge parking shall thereafter be operated in accordance with the approved Car Parking Management Plan.

The blue badge parking space(s) for the PBSA shall be equipped with EVCP provision prior to first occupation of the development and retained thereafter.

Reason: To ensure proper management and to secure details of allocation of blue-badge space(s).

51. Cycle Parking

Prior to first occupation of the development, details (including 1:50 scale drawings) of the cycle storage facilities for long stay and short stay cycle parking shall be submitted to and approved in writing by the Local Planning Authority, and such facilities shall be retained throughout the life of the development and the facilities used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building and to promote sustainable modes of transport, in accordance with Policy T4 of the Local Plan 2020.

52. Parking Permit Free

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

Reason: To avoid obstruction of the surrounding streets, in accordance with Policy T4 of the Local Plan 2020.

53. Taxi Rank

Prior to commencement of development, details of the taxi-rank on Roundhouse Lane shall be submitted to and approved in writing by the Local Planning Authority in consultation with TfL. The approved details shall be implemented and retained thereafter.

Reason: To ensure acceptable provision for taxis, in accordance with London Plan Policy T4.

54. Fire

Prior to commencement of superstructure works, evidence shall be submitted to the local planning authority that consultation has been undertaken with the relevant approval authorities (Fire Service and BSR) to agree the fire strategy approach with respect to the:

- risk posed by the connection of the student accommodation stair with non-residential accommodation at Ground Floor and Car Park level.
- performance-based solutions, as listed in the approved Fire Statement.
- preliminary results of the external wall fire spread assessment and whether those determine the need to fire protect the external façade of the building. Where results conclude on the

need for fire protecting the external façade, confirmation of the impact on the proposed design and the fire performance that will be achieved needs to be provided.

- novel construction on roof areas (PV panels and green roof) meeting the required roof covering designation stated in the Fire Statement.
- provision of smoke venting facilities to the firefighting lobbies.

The fire strategy shall be implemented as approved for the development prior to first occupation of the building and permanently retained hereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with Policy D12 of the London Plan

NOISE

55. Internal Noise Levels

The student accommodation hereby permitted shall not be occupied until evidence based on pre-completion testing, has been submitted to and approved in writing by the Local Planning Authority demonstrating compliance with BS 8233:2014 'Guidance on sound insulation and noise reduction for buildings' to attain the below internal noise levels.

Under whole dwelling ventilation conditions, external noise shall be controlled to be 35 dB LAeq,16hour or lower during the day in living rooms and bedrooms and 30 dB LAeq,8hour or lower during the night in bedrooms. External noise shall be controlled such that individual noise events in noise sensitive rooms at night, e.g. bedrooms, should not normally exceed 45dB L_{Amax,F} more than 10 times a night. Noise from rail movements shall be controlled to be no more than 38dB L_{Amax,S} at all times. Evidence of compliance shall be provided based on pre-completion testing and submitted to the local planning authority prior to occupation.

Prior to occupation of any of the student accommodation hereby permitted, an assessment shall also be submitted to the Local Planning Authority for approval in writing to demonstrate that internal noise levels during the overheating condition do not result in significant adverse effects on health and quality of life when assessed using the methodology set out in Acoustics, Ventilation and Overheating - Residential Design Guide (January 2020).

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

56. Building Services Plant Noise

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

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

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

57. Ventilation

Prior to the commencement of the relevant part of the development layouts and elevations showing ducting routes, points of supply and discharge, and proximity of discharge points to nearest receptors

e.g. balconies, openable windows shall be submitted to the local planning authority for approval in writing.

The submitted details shall consider the requirements of Building Regulations Approved Document F (Ventilation) for exhaust outlets to ensure the outlets are located appropriately to minimise re-entry of exhaust air into the building.

Reason: To ensure that the development is appropriately ventilated and to achieve suitable level of internal air quality, in accordance with Policy BN.11 of the Local Plan (2020).

MANAGEMENT

58. Delivery and Servicing Management Plan

The development shall not be occupied until a delivery and servicing management plan (DSMP) detailing how all elements of the development are to be serviced, and including a detailed Move-in/Move-out (MiMo) Strategy has been submitted to and approved in writing by the Local Planning Authority.

The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved details shall be implemented from first occupation of that part of the development and thereafter for the life of the development on the respective area of land.

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

59. Operational Waste

Save for Enabling Works, the development shall not be commenced until a detailed Operational Waste Management Plan has been submitted to and approved in writing by the Local Planning Authority.

The development shall be carried out in accordance with the approved details prior to occupation, and thereafter retained for the life of the development.

Reason: To ensure suitable provision for the occupiers of the development and to encourage the sustainable management of waste.

60. Waste and Recycling Management

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

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

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

61. Student Management Plan

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

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

The development shall be occupied in accordance with the approved details, or such other future details as may be approved pursuant to this condition as appropriate.

Reason: To ensure appropriate operation and management of student accommodation and to limit disturbance to surrounding residential occupiers, in accordance with Policy H.4 of the Local Plan 2020.

62. Estate Management Plan – Public and Amenity Areas

Prior to occupation of the development, an Estate Management Plan shall be submitted and approved in writing by the Local Planning Authority. The Estate Management Plan shall detail how all areas within the developer's ownership shall be managed and maintained. Details shall include information on how all external landscape areas would be maintained and tidied to a good visual standard, and how cross-over of ownership demise with the London Borough of Newham and HS1 would be managed.

Details of the management of the rooftop publicly accessible sports and leisure facilities shall be provided including, opening hours, discounted rates for the local community and access for sports pitch hire.

Thereafter the approved Estate Management Plan shall be complied with for the lifetime of the development, or such other future details as may be approved pursuant to this condition as appropriate.

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

63. Adaptable & Wheelchair Accessible Student Accommodation

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

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

The student accommodation shall thereafter be retained as such, for the lifetime of the development, unless otherwise approved in writing by the Local Planning Authority.

Reason: To secure appropriate access for disabled people and people with mobility constraints and additional needs, in accordance with Local Plan Policy BN.6.

SUSTAINABILITY

64. BREEAM

- a) Within 6 month of superstructure works commencing an independently verified BREEAM interim design stage report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating shall be submitted to and approved in writing by the Local Planning Authority;
- b) Within 6 months of the first occupation of the building hereby permitted, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

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

65. Photovoltaics

Save for Enabling Works, the development shall not be Commenced until full details of photovoltaic (PV) panels and a strategy for their installation on site has been submitted to and approved in writing by the Local Planning Authority. The development shall be built based on the principles to maximise the available area where suitable and feasible and as per agreed details.

The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained retained unless otherwise approved in writing by the Local Planning Authority.

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

66. Energy Strategy

Prior to commencement of development, (save for demolition and enabling works), and prior to any above ground works commencing an updated Energy Strategy shall be submitted and agreed in writing with the local planning authority. This should include a description of all the measures that have been considered and how energy efficiency has been maximised. If further improvements cannot be made then a robust justification should be provided as to why.

The development shall be carried out in accordance with the approved details prior to occupation/use, and thereafter retained for the life of the development unless otherwise approved in writing by the Local Planning Authority.

Reason: In the interests of promoting sustainable development in accordance with policies S2 and S5 of the Local Plan.

67. Circular Economy Statement

Within 3 months of the occupation of the development, a post construction monitoring report should be completed in line with the GLA's Circular Economy Statement Guidance.

The post-construction monitoring report shall be submitted to the GLA, currently via email at: circulareconomystatements@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the development.

Reason: In the interests of sustainable waste management and in order to maximise the reuse of materials, in accordance with Policy SI7 of the London Plan (2021) and Policy S.8 of the LLDC Local Plan (2020).

68. Whole Life Carbon Assessment

Within 3 months of the occupation of the development the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance.

The post-construction assessment should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the development.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings, in accordance with Policy SI2 of the London Plan 2021.

Informatives

1. HS1 Further consultation and agreement

The Developer shall enter into discussions with HS1 and their Engineer, Network Rail (High Speed), as soon as practicable to assist in identifying the likely effect of the development on HS1 or HS1 Property.

Contact: HS1 Ltd, 5th Floor, Kings Place, 90 York Way, London, N1 9AG
safeguarding@HS1.co.uk

Reason: The nature of the proposed development is such that detailed discussion is required concerning the design, construction, future maintenance and demolition of the development to ensure that it does not compromise the integrity, safety, security, operation, maintenance and liabilities of HS1.

2. HS1 Protective Provisions Agreement (PPA)

The developer is expected to enter into a PPA with HS1. This is a legal agreement between HS1 and the developer covering safeguards, processes, responsibilities and cost recovery.

Reason: The nature and scale of the proposed development is such that detailed discussions, agreements and indemnities are required in respect of the design, construction and future maintenance of the development in order to protect HS1.

3. HS1 Rights of access

The applicant is reminded that HS1 has the right to access the 10m wide maintenance strip alongside north service yard.

Reason: HS1 requires access to operate and maintain the HS1 railway, including in emergency. This right is normally contained in the sale/transfer of land agreement.

4. HS1 Maintenance strip

The applicant is reminded that a 5m wide maintenance strip exists alongside the HS1 boundary wall. No development or planting should take place within this strip. Access to this strip is required across the site.

Reason: The maintenance strip has been specifically provided to allow for safe and adequate maintenance of HS1 and is allowed for in the sale/transfer of land agreement.

5. Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) (LBN EHO)

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

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

6. Environment Agency – Water Resources

Increased water efficiency in new developments potentially enables more growth to be realised without an increased availability of water resources. Developers can highlight responsible water use as a positive corporate social responsibility message that will boost the commercial appeal of the development. For the homeowner/tenant, lower water usage also reduces water and energy bills.

We endorse the use of water efficiency measures in all developments, particularly in those that are new. Use of technology that ensures efficient use of natural resources could support the environmental benefits of future proposals and could help attract investment to the area. Therefore, water efficient technology, fixtures and fittings should be all considered as an integral part of new developments and/or refurbishments. The technology used to achieve improved water efficiency (e.g. efficient fittings, greywater recycling, etc) is also an attractive feature for many prospective building owners and tenants.

We recommend that all new non-residential developments of 1000sqm gross floor area or more (i.e. 'major' developments) should achieve the BREEAM 'excellent' standard for water consumption (category 'WAT 01'), or equivalent. This standard may already be a requirement of the local planning authority.

7. London Fire Brigade

If there are any deviations to Brigade access and facilities then this information needs to be provided to Fire Safety Regulation (FSR-AdminSupport@london-fire.gov.uk) to review the proposed provision.

If there are any deviations from the guidance in ADB) vol 1 and 2: B5 Access and facilities for the fire service in relation to water provisions, then this information needs to be provided to the Water Office (water@london-fire.gov.uk) to discuss the proposed provision. The applicant should pay particular attention to paragraph 16, Water Mains and Hydrants, in Guidance note 29 on Fire Brigade Access (which is similar to B5 of the Building Regulations).

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains

how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

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

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

Dated this:



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

DRAFT

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

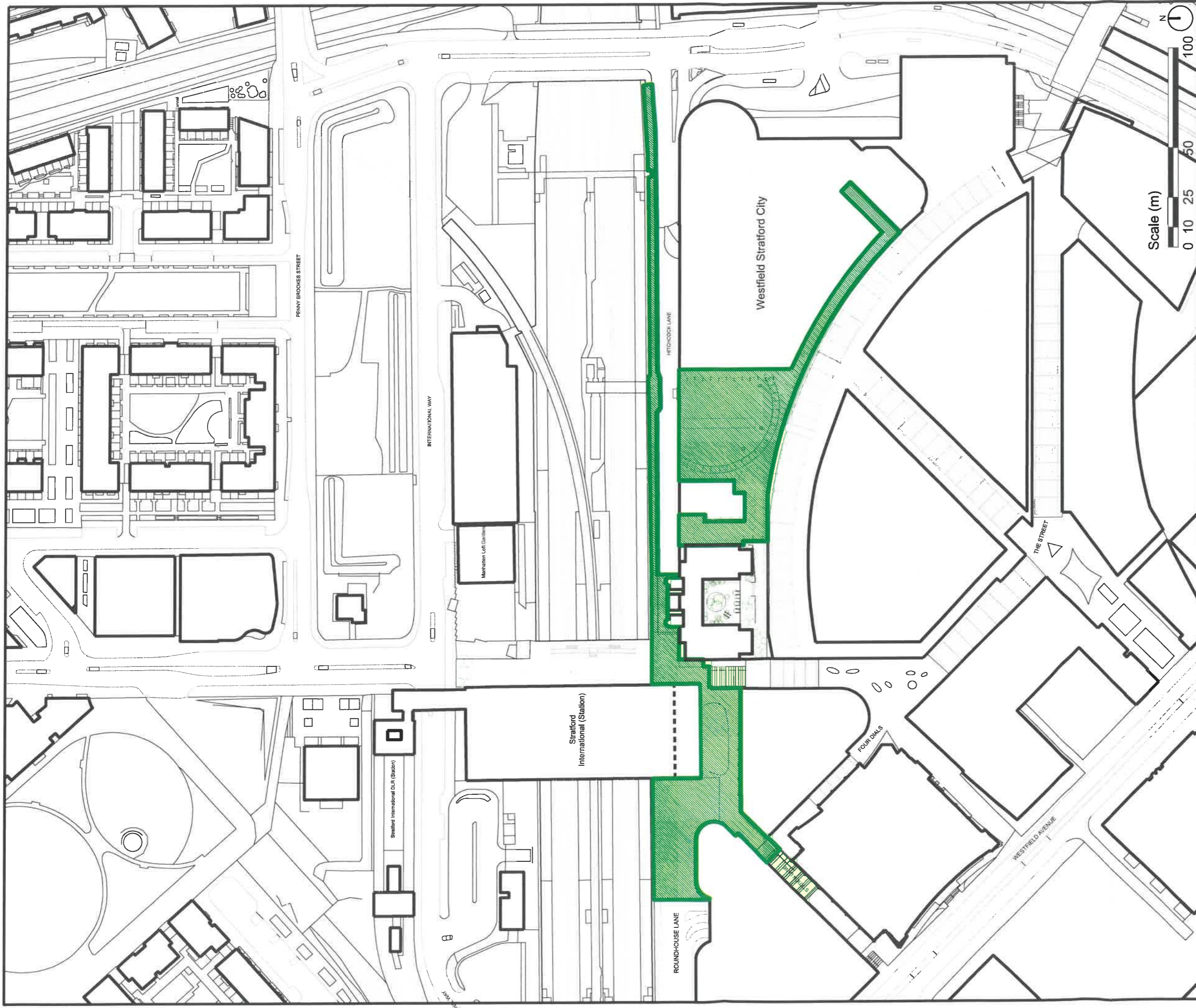
To make an appeal online, please use www.gov.uk/appeal-planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or 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 3
ON-SITE PUBLIC REALM WORKS



ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS Ltd.
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client **WESTFIELD**
 project name **M2 WESTFIELD STRATFORD CITY**
 drawing title **S106 ON SITE PUBLIC REALM WORKS**

drawn	checked	scale	status
JTJ	JH	1:2500@A4	SKETCH
project	original	volume	level
000MOR	AHMM	ZZ	ZZ
		type	role
		DR	A
		drawing no.	SK004

Rev	Status	Date	Description
P00	S1	21/10/24	S106 agreement

Key

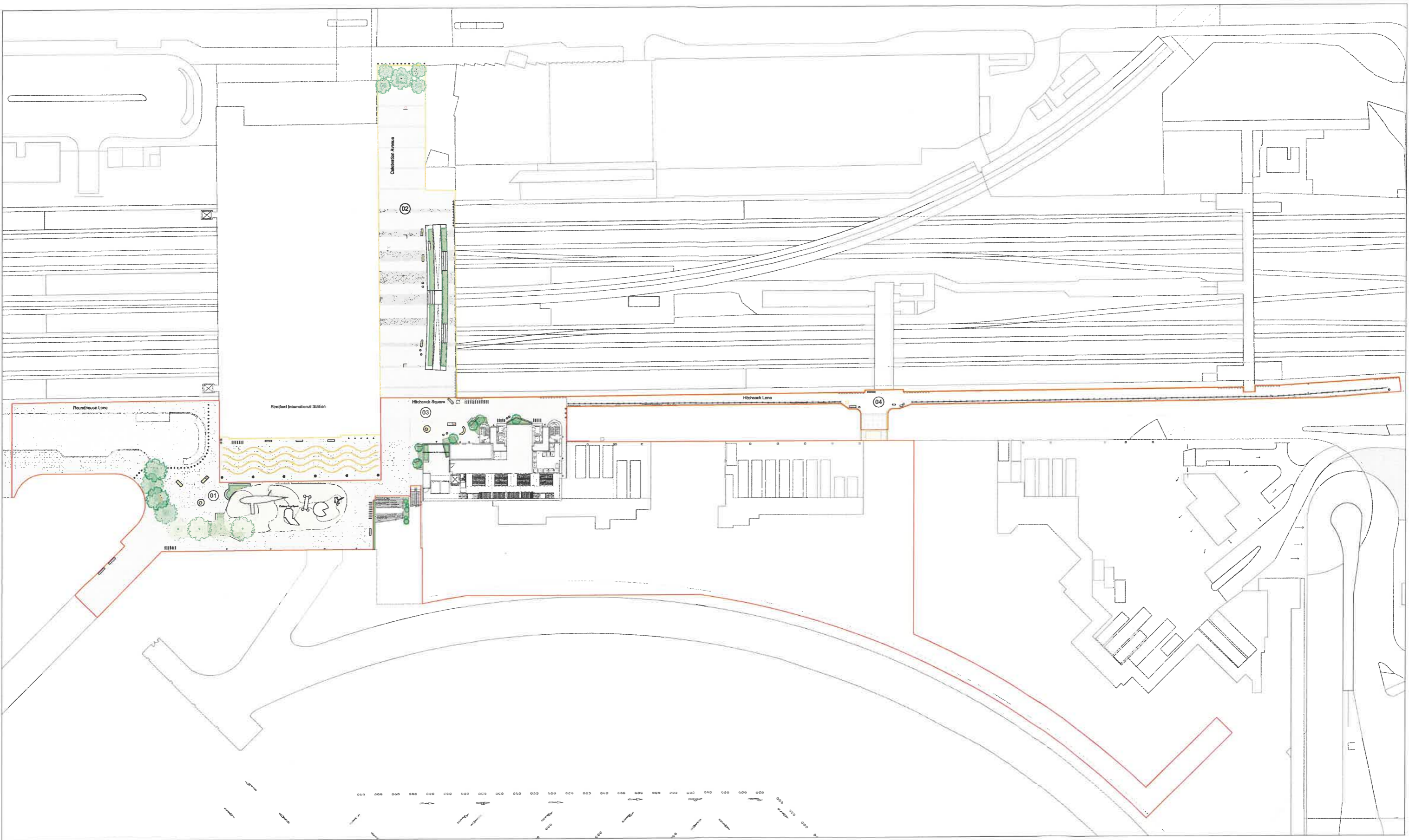
— S106 On-Site Public Realm Works

notes
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The drawing shows the general arrangement together with the nominal sizes of selected elements and components. The information shown indicates the design intent of the architect and is to be read in conjunction with the performance specification. The Contractor must include for all design development and coordination required to complete the works.

APPENDIX 4
OFF-SITE PUBLIC REALM WORKS



General Notes:
 © East Architecture landscape urban design limited.
 Do not scale off drawing.
 Check all dimensions on site and advise any discrepancies before commencing work.
 All dimensions in millimetres unless otherwise noted.

Refer to the landscape and public realm report for materials and details.

- 01. Roundhouse Lane / Station Forecourt.**
 Improved pedestrianisation of area with a redesign of the taxi drop off. A semi-circular array of trees with open tree pits enhance feeling of public space whilst enabling vehicular turning. Line of HVM Bollards rearranged with new sculptural seating, raised planters, benches and feature lighting channels to floor of station forecourt.
 See dwg 261-SM2-L-X-PLN-003
- 02. Celebration Avenue**
 Copse of Trees and seating as public threshold and a sculptural platform that provides choice of movement, elevated views and seating.
 (Outside of red line boundary)
- 03. Hitchcock Square**
 New special paving to square linking lobby to Hitchcock Way, creating an extended welcoming with new lighting, signage and cycle parking. Raised planters with trees alongside different types of sculptural seating.
 See dwg 261-SM2-L-X-PLN-004
- 04. Hitchcock Lane**
 New mural and mirrored wall with low level lighting, improved wayfinding signage and lighting along footway to strengthen route legibility and safety.
 See dwg 261-SM2-L-X-PLN-004

— Red Line Planning Boundary
 — S106 / Aspirational Boundary

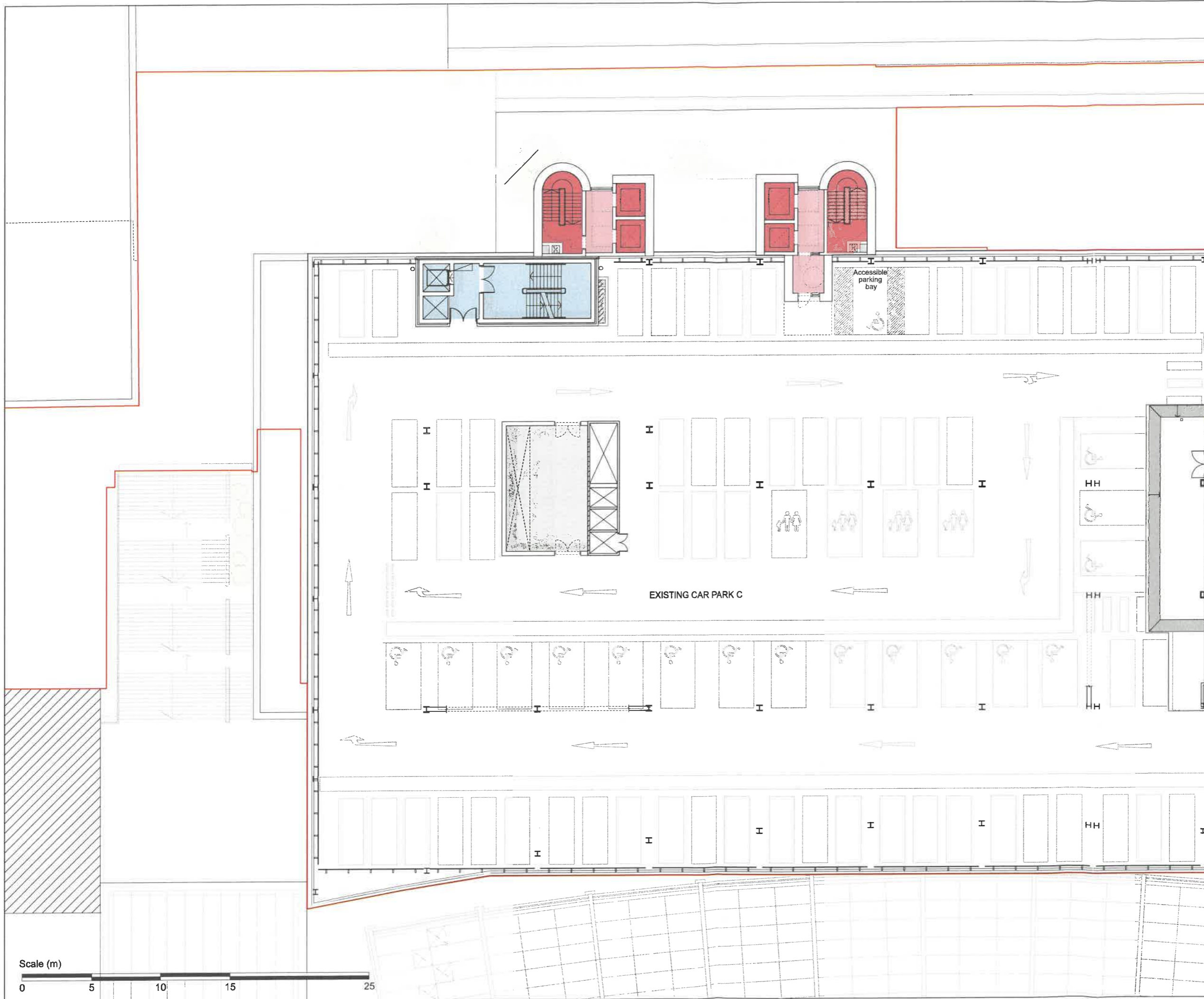
Rev.	Date	Description
B	July 2024	Revised GF Public Realm
A	June 2024	Planning Amendment
-	March 2024	Planning

East Architecture, landscape urban design
 Unit 3.3
 Bayford Street Industrial Centre
 London E8 3SE
 T 020 7490 3190
 E mail@east.uk.com

ATH
Thea

Client Westfield		
Project Name Stratford M2 Westfield		
Drawing Landscape Ground Level GA Plan		
Job No. 261-SM2	Dwg No. L-X-PLN-001	Revision B
Status Planning	Scale 1:500@ A1	Issue Date July 2024

APPENDIX 5
BLUE BADGE CAR PARKING SPACE



notes

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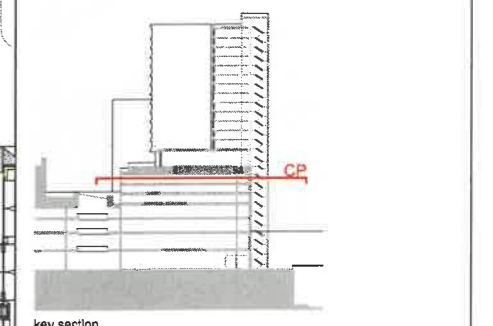
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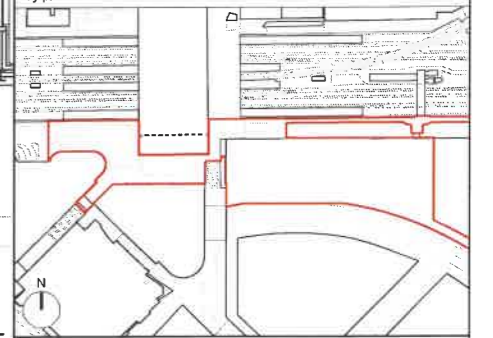
key

	Student Amenity		External soft landscaping
	Back-of-house		Trees/ shrub planting
	Core / Circulation		Application boundary
	Lifts / Stairs		Existing Buildings
	Plant / Riser		
	Existing Core / Circulation		



AH
A. Harte
[Signature]

Rev	Status	Date	Description
P01	PL	13/03/24	Planning submission



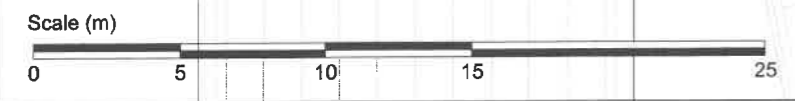
ALLFORD HALL MONAGHAN MORRIS
ARCHITECTS Ltd.
MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
WESTFIELD

project name
M2 WESTFIELD STRATFORD CITY

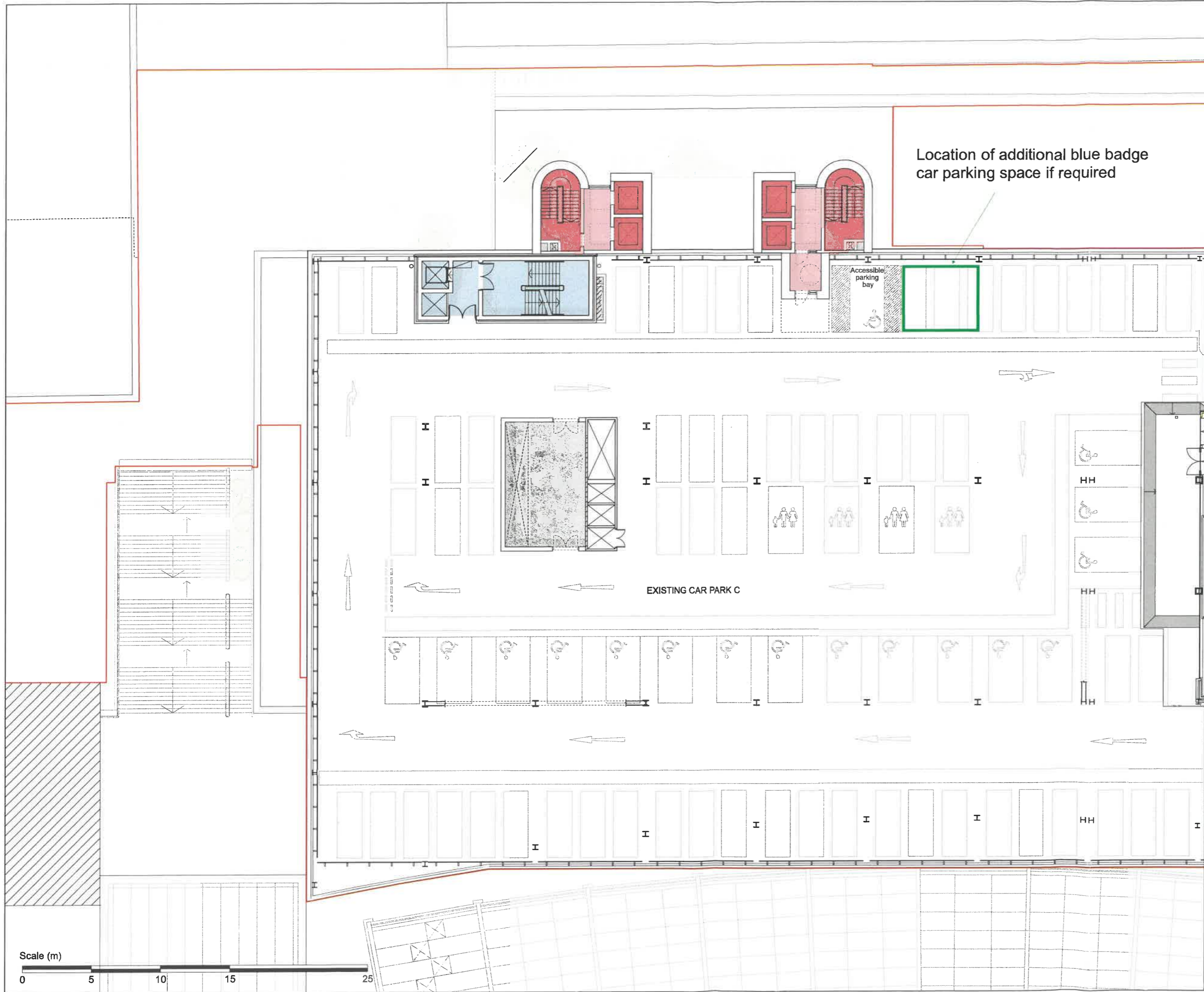
drawing title
**PROPOSED
CAR PARK LEVEL PLAN
+36.90m AOD**

drawn	checked	scale	1:125@A1	status	revision	
JTJ	JH	1:250@A3	PLANNING	P01		
project	originator	volume	level	type	role	drawing no.
23075	AHMM	1S	00P	DR	A	PL102



APPENDIX 6

ADDITIONAL BLUE BADGE CAR PARKING SPACE

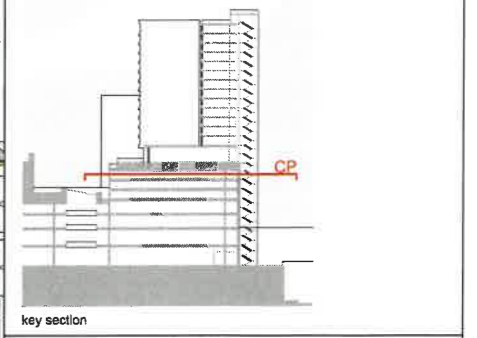


Location of additional blue badge car parking space if required

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key

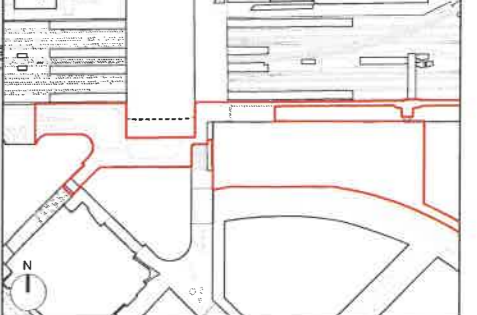
	Student Amenity		External soft landscaping
	Back-of-house		Trees / shrub planting
	Core / Circulation		Application boundary
	Lifts / Stairs		Existing Buildings
	Plant / Riser		
	Existing Core / Circulation		



key section

Athe
AM

Rev	Status	Date	Description
P01	PL	13/03/24	Planning submission



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client
 WESTFIELD

Additional Blue Badge Location
 Rev P01

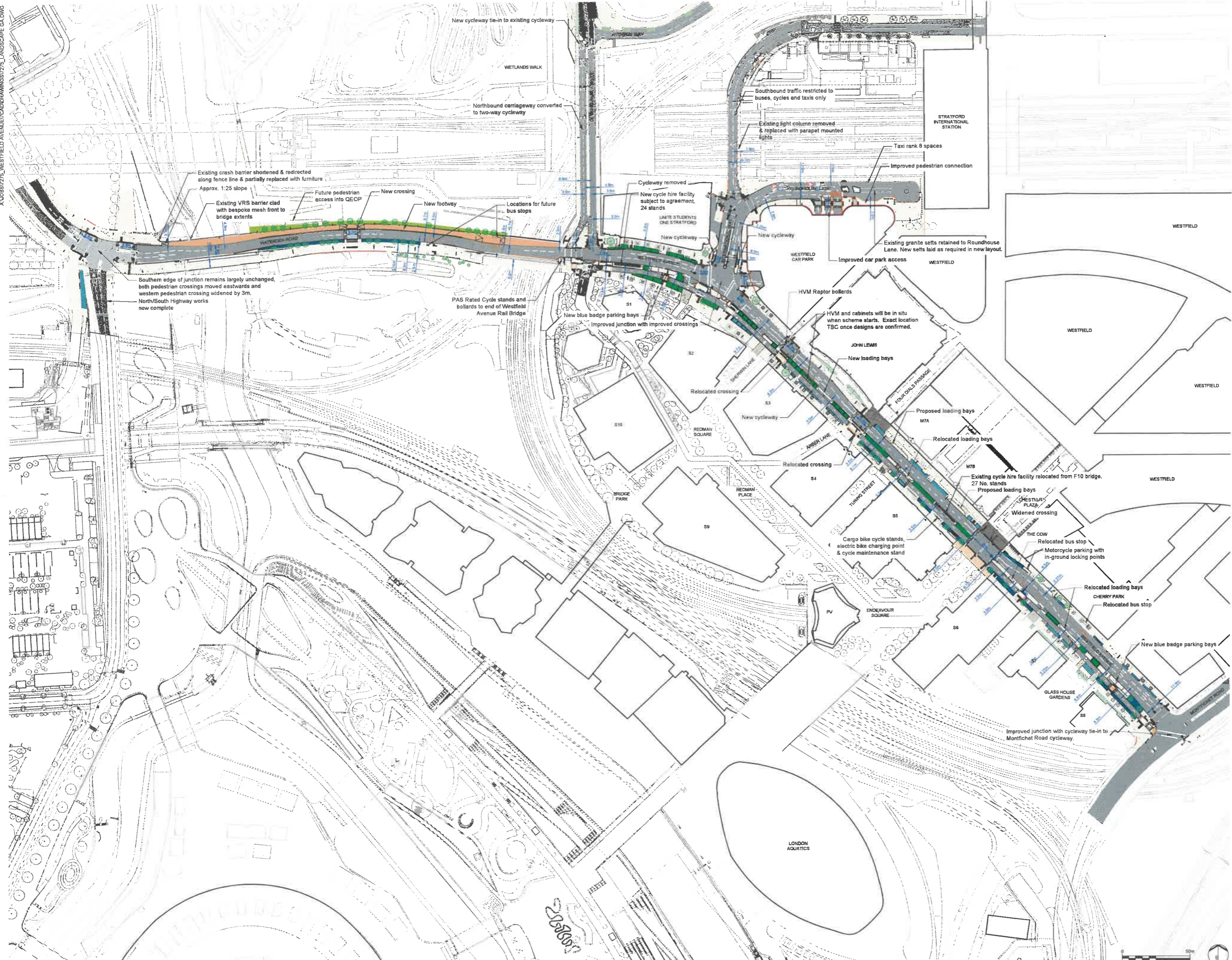


APPENDIX 7
WESTFIELD AVENUE ENHANCEMENT WORKS

X:\0815\7275_WESTFIELD AVENUE\DRAWINGS\7275_LANDSCAPE_GA.DWG

LEGEND

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



Heathcote
 [Signature]
 [Initials]

REV.	DESCRIPTION	DATE
B	Updates following comments	22.04.22
A	Stage 3	07.01.22

LD A DESIGN

PROJECT TITLE
Westfield Avenue

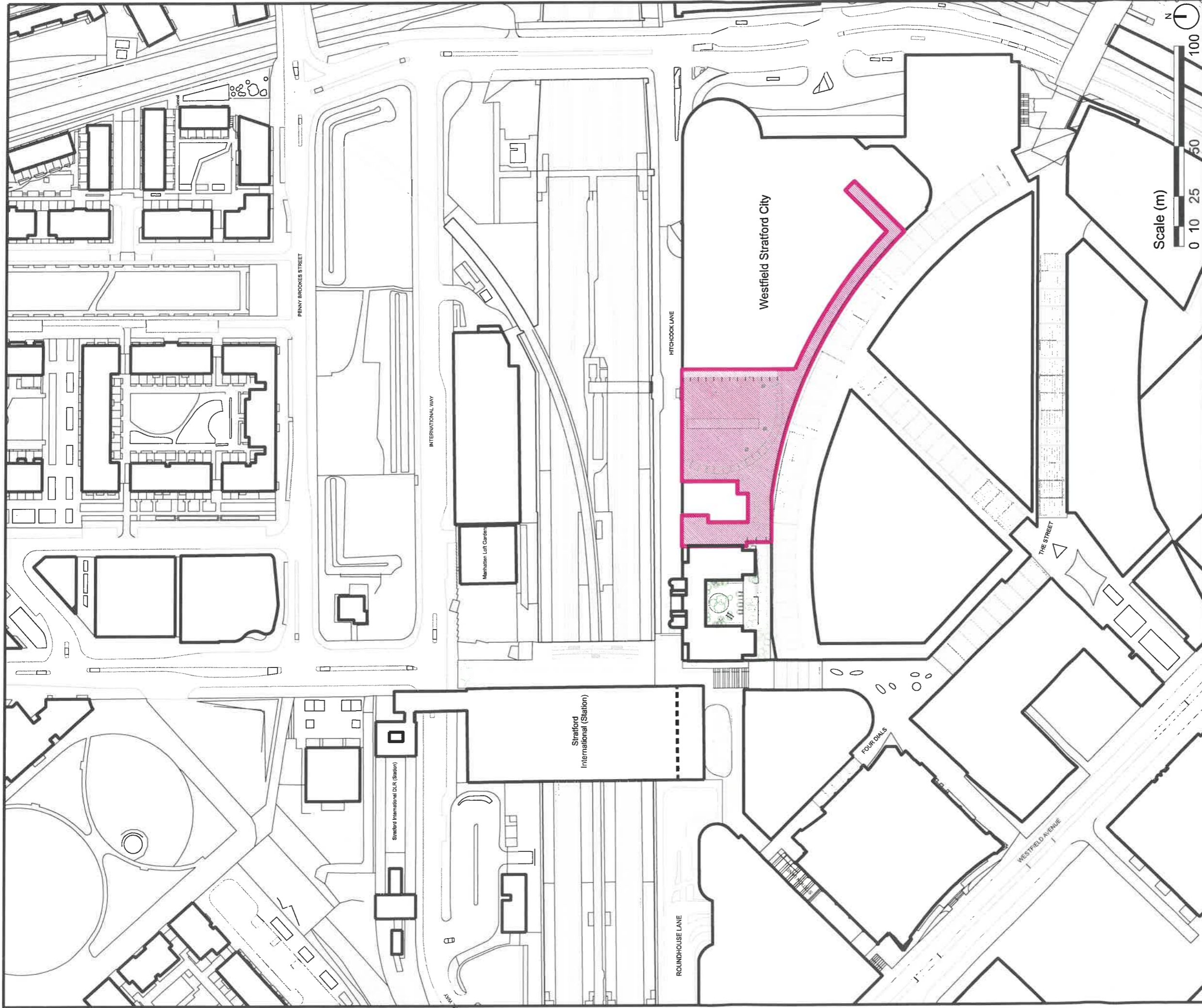
DRAWING TITLE
Masterplan

ISSUED BY	DATE	SCALE	STATUS	EXETER	DATE	SCALE	STATUS
Exeter	November 2021	1:1,250	Final	Exeter	November 2021	1:1,250	Final

DWG. NO 7275_001

No dimensions are to be scaled from this drawing. All dimensions are to be checked on site. Area measurements for indicative purposes only.
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APPENDIX 8
ROOFTOP PUBLIC AMENITY SPACE



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client **WESTFIELD**
 project name **M2 WESTFIELD STRATFORD CITY**
 drawing title **S106 ROOFTOP PUBLIC AMENITY SPACE**

Rev Status Date Description
 P00 S1 21/10/24 S106 agreement

AH

notes
 When this drawing is issued in uncontrolled CAD format it will be accompanied by a PDF version and is issued to enable the recipient to prepare their own documents / models / drawings for which they are solely responsible. The recipient should report all drawing errors, omissions and discrepancies to the architect. All dimensions should be checked on site by the contractor and such dimensions shall be the contractor's responsibility.

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The drawing shows the general arrangement together with the nominal sizes of selected elements and components. The information shown indicates the design intent of the architect and is to be read in conjunction with the performance specification. The Contractor must include for all design development and coordination required to complete the works.

drawn	checked	scale	status
JTJ	JH	1:2500@A4	SKETCH
project	originator	volume	level
000MOR	AHMM	ZZ	ZZ
role	type	role	drawing no.
DR	DR	A	SK005

drawn	checked	scale	status
JTJ	JH	1:2500@A4	SKETCH
project	originator	volume	level
000MOR	AHMM	ZZ	ZZ
role	type	role	drawing no.
DR	DR	A	SK005

Key
 — S106 Rooftop Public Amenity Space