

dated

2nd April

2015

**London Legacy Development Corporation**

and

**London and Continental Railways Limited**

and

**East Thames Partnership Limited**

**Deed of Agreement to modify and replace planning obligation  
under Section 106 and Section 106A of the Town and Country  
Planning Act 1990**

in relation to the development of land known as Chobham Farm, off Leyton Road,  
Newham



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## Agreement

dated 2nd April 2015

### Parties

- (1) **London Legacy Development Corporation** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **LPA**);
- (2) **London and Continental Railways Limited** (Company No: 02966054) of 4<sup>th</sup> Floor, One Kemble Street, London, WC2B 4AN (**LCRL**);
- (3) **East Thames Partnership Limited** (Company No: 04701731) of 29-35 West Ham Lane London E15 4PH (**ETPL**)

### Introduction

- (A) By virtue of The London Legacy Development (Planning Functions) Order 2012 the London Legacy Development Corporation is the local planning authority for the purposes of Part III of the 1990 Act for the area within which the Site is situated and is the statutory body by which the obligations contained in this Agreement are enforceable.
- (B) The Owner's interests in the Site are described in Schedule 1.
- (C) The LPA granted Planning Permission for the Development on 27 February 2014 and the 2014 Agreement secured planning obligations in respect of the Development. Since the date of the 2014 Agreement East Homes Limited transferred its interest in the Site to ETPL.
- (D) LCRL has submitted the Applications in order to bring forward the delivery of Zone 4 and to redefine the boundaries of Zones 2 and 3 under the Planning Permission.
- (E) The LPA has under delegated powers decided to grant the Approvals subject to the completion of this Agreement which contains modified planning obligations and replaces the 2014 Agreement.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended).

### Agreed terms

#### 1 Definitions

1.1 For the purposes of this Deed the following words and expressions have the following meanings:

**1980 Act** means the Highways Act 1980;

**1990 Act** means the Town and Country Planning Act 1990;

**2014 Agreement** means the agreement made pursuant to section 106 of the 1990 Act and other enabling powers between the LPA (1) LCRL (2) and East Homes Limited (3) dated 27 February 2014;

**Affordable Housing** means housing which is available to persons who have housing need or are on a low income insufficient to meet their housing need in the open market either to rent or purchase as required to be provided pursuant to the terms of this Agreement;

**Affordable Housing Management Scheme** means a scheme specifying:

- a) the Affordable Housing Provider for the relevant Zone which may include East Thames Group;
- b) details of the service charges for the units of Affordable Housing within that Zone;
- c) the method or mechanism for ensuring that Affordable Housing initially sold at a consideration discounted from the open market value is only subsequently sold at such discount; and
- d) the method for ensuring that the Affordable Housing will be maintained as Affordable Housing for 125 (one hundred and twenty five) years subject to the provisions of Paragraph 12 of Schedule 3;

**Affordable Housing Provider** means a person, company, partnership, organisation or manager (which may include East Thames Group) from time to time permitted by law to provide Affordable Housing;

**Affordable Housing Reappraisal** means a reappraisal of the ability of a Zone to deliver a level of Affordable Housing above the Baseline Affordable Housing Level up to 35% and shall be carried out in accordance with and contain the information specified in Schedule 4 Part 1;

**Affordable Housing Scheme** means a scheme for each Zone specifying:

- a) the percentage and number of Affordable Housing Units which can be viably delivered within the relevant Zone;
- b) the location, distribution, sizes and tenures of the Affordable Housing within that Zone together with an explanation of how the relevant Zone (together with the other Zones) will contribute to meeting the tenure type objectives for the whole Development as required in Paragraph 9 of Schedule 3 and complies with the London Housing Design Guide;
- c) the percentage and location of units of Affordable Housing within the Zone which will be wheel chair accessible;
- d) details of how the proposed design of the Affordable Housing ensures that the Affordable Housing is materially indistinguishable (in terms of outward design and appearance) from the Market Housing of similar size within the Development;

**Affordable Housing Tenancy** means a tenancy entered into in respect of each Social Rented Unit and Affordable Rented Unit between the tenant and the Affordable Housing Provider;

**Affordable Housing Unit** means a Residential Unit within the Development provided as Affordable Housing

**Affordable Rented Units** means Affordable Housing required to be provided pursuant to the terms of this Agreement to be made available by an Affordable Housing Provider at rents no more than the percentage of Market Rent to be calculated in accordance with paragraph 10.2 of Schedule 3;

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

**Anticipated Commencement Date** means the date on which the Owner reasonably considers in all the circumstances that development within a Zone will be commenced;

**Applications** means the applications for non-material amendments to the Planning Permission pursuant to section 96A of the 1990 Act given reference numbers 14/00439/NMA and 14/00440/NMA by the LPA and the application for the approval of details pursuant to condition AZ83 of the Planning Permission given reference number 14/00441/AOD by the LPA;

**Approvals** means the decisions to approve the Applications;

**Baseline Affordable Housing Level** means as defined in Schedule 4 Part 1;

**Commencement** means beginning the Development (or where Commencement or Commence is used in the context of a Zone within the Development commencement shall mean beginning of that Zone) as defined in section 56(4) of the 1990 Act but for the purposes of this Deed only shall not include site clearance and preparation, archaeological investigation, investigations for the purpose of assessing contamination, other ground and site surveying, construction of temporary access for construction purposes only, remediation works associated with decontamination, erection of a temporary means of enclosure including fences and hoardings for the purposes of site security, provision of temporary accommodation reasonable required for construction purposes only and preliminary landscaping works including tree protection and "Commence" and "Commenced" shall be construed accordingly;

**Commercial Units** means any unit of the Development which is to be Occupied for uses falling within Use Class A1, A2, A3, A4, A5, B1 or B2 of the Use Classes Order 1987;

**Common Areas** means:

- a) all private roads, shared surfaces and pedestrian and/or cycle routes within the Development which have not been adopted by the local highways authority pursuant to its powers under the 1980 Act at the date that the Site Wide Estate Management Strategy is submitted;
- b) all areas within any building comprised within the Development which are used in common by Occupiers and users of such buildings;

**Completion** means completed in all material respects so that the relevant works can be used for the purpose and operate in the manner for which they were designed and so that they are available for Occupation and “**Complete**” and “**Completed**” shall be construed accordingly;

**Cycle Hire Docking Station Safeguarded Area** means an area within Zones 2 or 4 to be agreed between the LPA (in consultation with TfL) and the Owner and which is to be safeguarded against development in accordance with paragraph 1.10 of Schedule 10 for the provision of the Docking Station;

**Cycle Hire Scheme** means the network of self-service public bicycles for hire and cycle hire docking stations to release and secure such bicycles operated by the Mayor of London or TfL or any equivalent future replacement scheme;

**Development** means the development to be carried out pursuant to the Planning Permission and comprising

- in Zone 1 a mixed use development comprising six buildings between three and ten storeys providing 173 residential units (Use Class C3) and 1,161 sq m of commercial floorspace (Use Class A1-A3, B1, D1 and D2) plus car and cycle parking and temporary vehicle access and including all related ancillary facilities (storage, management facilities and plant), access, open space and landscaping, infrastructure and engineering works
- in Zones 2 – 5 a mixed use development providing up to 863 residential units (equating to up to 112,800 sq m of residential floorspace) (Use Class C3) and up to 6900 sq m of commercial floorspace (Use Class A1-A3, B1, D1, D2) with open space and landscaping, ancillary facilities, related infrastructure and engineering works and vehicle access from Alma Street, Leyton Road and Henrietta Street.

**Docking Station** means a cycle hire docking station to release and secure bicycles within the Cycle Hire Scheme with capacity for a maximum of 25 docking points in compliance with TfL’s requirements;

**Education Contribution** means a sum of one million eight hundred and thirty six thousand and eight hundred and twenty-eight pounds (£1,836,828)(Indexed) to be paid to the LPA as a contribution towards the provision of off-site primary school places;

**Family Housing** means Residential Units with three or more bedrooms;

**Family Housing Percentage** means 42.56%, being the percentage of the total number of Residential Units within the Development which are to be provided as Family Housing;

**Gas Governor Site** means the site shaded blue on Plan 3

**Grant Funding** means any capital funding provided by the Homes and Communities Agency, Greater London Authority or any other public body for the delivery of Affordable Housing;

**Host Boroughs** means together the London Borough of Hackney, London Borough of Newham, London Borough of Tower Hamlets and London Borough of Waltham Forest and their respective successors in function;



**Households on Intermediate Incomes** means households whose annual income does not exceed the upper limit for intermediate income as defined by the London Plan and as updated on an annual basis by the annual monitoring report in respect of affordability criteria;

**Index** means:

- (a) in respect of contributions to be spent on the construction of nursery, healthcare, school, infrastructure and other facilities to be constructed, the Building Costs Index as published by the Department for Business Innovations and Skills;
- (b) in respect of Households on Intermediate Incomes, the Earnings Index as published by the Office for National Statistics;
- (c) in respect of the Trigger Value, the Base Trigger Level and the 35% Trigger Level, the BCIS General Building Cost Index
- (d) in all other cases the Consumer Prices Index published by the Office for National Statistics unless otherwise expressly provided for in this Agreement;

If any of the above indices is no longer published or otherwise discontinued 'Index' includes any replacement index performing substantially the same function published from time to time by any of the above organisations (or any successors to their respective functions);

**Indexed** means that the relevant sum shall be adjusted to reflect any net increase in the relevant Index in accordance with Clause 7.2

**Interest** means interest on any specified sum at two per cent (2%) above the base lending rate of a clearing bank to be approved by the LPA;

**Intermediate Units** means homes for sale and rent to be provided as Affordable Housing pursuant to this Agreement at a cost above social rented housing but below market levels to be provided as Shared Ownership Units or such other form of intermediate housing as may be agreed by the Owner and the LPA;

**iTrace** means a comprehensive database designed for Borough travel plan co-ordinators to record, monitor and report on the performance of Zonal Travel Plans;

**LBN** means the Mayor and Burgesses of the London Borough of Newham of 1,000 Dockside Road, London, E16 2QU.

**Local Labour and Business Schemes** means each and every of the following schemes:

- a) in the LLDC's administrative area - the Legacy Communities Scheme Careers Programme Group;
- b) in the London Borough of Hackney – the scheme known as "On-Site";
- c) in the London Borough of Newham – the scheme known as "Workplace";
- d) in the London Borough of Tower Hamlets – the scheme known as "Skillsmatch";

e) in the London Borough of Waltham Forest – the scheme known as "Worknet"

**London Living Wage** means the minimum hourly wage as published from time to time by the Greater London Authority;

**Managed Workspace** means managed units within Use Class B1 as identified in the approved Managed Workspace Strategy. Such units shall be designed to assist small companies and/or organisations and start-up companies and/or organisations;

**Managed Workspace Marketing Period** means a period of not less than 6 (six) months and in relation to each Zone within which Managed Workspace is located such period shall not end more than 6 (six) months before the anticipated date of the submission of the first application for Reserved Matters approvals for such Zone;

**Managed Workspace Marketing Report** means a report prepared by the Owner setting out:

- a) the lease terms on which the Managed Workspace has been offered together with:
  - i evidence as to how such lease terms compare against market lease terms for Managed Workspace elsewhere within the Host Boroughs using relevant benchmark data; and
  - ii a reasoned explanation and justification as to how such lease terms are, in the opinion of the Owner, reasonable lease terms on which the Managed Workspace is to be offered;
- b) the steps (together with evidence) taken to comply with the Owner's obligation in paragraph 3.1.2 of Schedule 8 to use Reasonable Endeavours to enter into an agreement for lease or grant a lease of the Managed Workspace during the Managed Workspace Marketing Period; and
- c) a reasoned explanation and justification as to why it was not possible to enter into an agreement for lease or grant a lease of the Managed Workspace on the lease terms set out in the report;

**Managed Workspace Strategy** means a written strategy identifying:

- the intended location and quantum of the Managed Workspace within the Development and a minimum of 200 square metres shall be provided within Zone 4 and a minimum of 100 square metres shall be provided within each of Zone 2 and Zone 3 unless otherwise agreed in writing with the LPA; and
- explaining how such workspace is designed to meet the needs of small companies or organisations;

**Mandatory Code Level 5 Costs** means any costs of complying with a mandatory statutory requirement in force at the time a Residential Unit is constructed which requires the unit to be constructed in accordance with the full Code for Sustainable Homes Level 5 requirements;

**Market Housing Units** means the Residential Units which are not Affordable Housing and "Market Housing" shall be construed accordingly;

**Market Rent** means the rent as assessed by a member or fellow of the Royal Institute of Chartered Surveyors being a chartered valuation surveyor appointed by the Owner owing a duty of care to the LPA and acting in an independent capacity in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation – Professional Standards (the Red Book) March 2012 as may be updated from time to time;

**Nominations Agreements** means LBN's standard nominations agreement.

**Nursery Facility** means a day care nursery facility or facilities within the Development for children aged 0-4 years together with appropriate adjacent outdoor recreational space. Such facility to be provided in accordance with the guidance in 'Building for Sure Start: A Design Guide' (or such other successor guidance applicable at the time the nursery facility is being constructed);

**Occupation** means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupier** and **Occupied** shall be construed accordingly;

**Owner** means together LCRL and ETPL or either one of them as appropriate in relation to their respective interests in the Site;

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

**Plan 1** means the plan attached to this Agreement at Appendix 2 marked Plan 1

**Plan 2** means the plan attached to this Agreement as Appendix 2 marked Plan 2;

**Plan 3** means the plan attached to this Agreement at Appendix 2 marked Plan 3;

**Planning Permission** means the planning permission granted on 27 February 2014 with reference number 12/00146/FUM (as amended by the Approvals from the date hereof);

**PRS Site** means the area edged red on Plan 3 within the Gas Governor Site;

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

**Reserved Matters** has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2010;

**Residential Unit** means any unit of residential accommodation (whether house or flat or otherwise) including any unit of either Market Housing or Affordable Housing consented under the Planning Permission;

**Revised Framework Travel Plan** means the Revised Framework Travel Plan prepared by the Transport Planning Practice on behalf of East Thames Group which was submitted in support of the Planning Application in May 2013;

**Safeguarding Period** means a period of ten (10) years following Commencement of the Development or such shorter period as is agreed in writing with TfL;

**Service Level Agreement** means a service level agreement with a HomeBuy Agent containing arrangements in relation to the operation of the Homebuy Agent's list in a form which complies with the Homes and Communities Agency practice guidance issued from time to time;

**Shared Ownership Units** means units of Affordable Housing to be made available by an Affordable Housing Provider where a proportion of equity is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% of the equity through Staircasing;

**Shell and Core Standard** means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry and shall include:

- a) where the facility is co-located in another building, space in that building with upper floor and ground bearing slabs, fair faced block work party walls, roof construction where the facility is on the top floor of the building and waterproofing, utility supplies, drainage connections, allowed for conduits for internet/TV/ telecommunication connections, Disability and Equality Act 2010 compliant, toilet facilities provided in accordance with Building Regulations and, where located over two or more floors, shared access via in-situ staircase and/or lifts, but not including any final wall, floor or ceiling finishes or services installations or fixtures or fittings; or
- b) where the facility is provided as a standalone building, a building constructed with upper floor and ground bearing slabs, fair faced block work party walls, roof construction and waterproofing, utility supplies, drainage connections, allowed for conduits for internet/TV/ telecommunication connections, Disability and Equality Act 2010 compliant, toilet facilities provided in accordance with Building Regulations and, where located over two or more floors, shared access via in-situ staircase and/or lifts, but not including any final wall, floor or ceiling finishes or services installations or fixtures or fittings;

**Site** means the whole of the land to which the Planning Permission relates and against which the planning obligations in this Agreement may be enforced as the same is shown partially with a bold red edge and partially hatched red on Plan 1 contained in Appendix 2;

**Site Wide Estate Management Strategy** means the site wide estate management strategy secured by Condition AZ81 of the Planning Permission;

**Social Rented Unit** means Affordable Housing which is managed by an Affordable Housing Provider and where rent is no higher than Target Rents determined through the national rent regime and as published from time to time by the Greater London Authority (or such other body as may replace the Greater London Authority having the responsibility for setting target rents for social housing);

**Staircasing** means the purchase by the owner of additional equity in a Shared Ownership Unit;

**Substantial Commencement** means carrying out the Development up to but not exceeding the provision of the foundations and ground floor slabs of any building comprised within the Development;

**Supplemental Section 106 Agreement** means an agreement substantially in the form of the draft attached at Appendix 3;

**Target Rent** means target rents as published from time to time by the Greater London Authority (or such other body as may replace the Greater London Authority having responsibility for setting target rents for social housing);

**TfL** means Transport for London, the statutory body created by The Greater London Authority Act 1999 of Windsor House, 42-50 Victoria Street, London SW1H 0TL or such other statutory successor in title responsible for the planning, delivery and day to day operation of London's public transport system;

**Transfer** means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the LPA and **Transferred** shall be construed accordingly;

**Transport and Public Realm Contribution** means the sum of six hundred and thirty thousand pounds (£630,000)(Indexed) which is to be expended as follows:

- (a) The commissioning and carrying out of a study to identify enhancements to the public realm or public open space alongside Leyton Road adjoining the Site (the **Leyton Road Study**) for which the sum of up to twenty thousand pounds (£20,000) is envisaged;
- (b) The delivery of enhancements and projects identified in the Leyton Road Study (the **Leyton Road Public Realm Works**) for which the sum of up to one hundred thousand pounds (£100,000) is envisaged;
- (c) The highway improvement works required to optimise the use of the Leyton Road corridor alongside the Site for pedestrians, cyclists, buses or car users (the **Leyton Road Highway Works**) for which the sum of up to three hundred thousand pounds (£300,000) is envisaged.
- (d) The study to be commissioned by the LPA to examine how east-west pedestrian and cycle links across the Site could best be improved (the **Connectivity Study**) for which the sum of up to thirty thousand pounds (£30,000) is envisaged.

- (e) Provision of three legible London signs within the Development which shall be payable to TfL (**TfL Legible London Contribution**) for which the sum of twenty nine thousand five hundred and ninety pounds (£29,590) is payable.
- (f) Improvement to bus stops G, H, J, K, L, M and N on Leyton Road (**TfL Bus Stop Contribution**) for which the sum of thirty one thousand five hundred pounds (£31,500) is payable at the direction of the LPA.
- (g) Other works related to sustainable transport and public realm improvements within the vicinity of the Development and which are related to the Development (Sustainable Transport Improvements) for which the sum of one hundred and eighteen thousand nine hundred and ten pounds (£118, 910) is payable,

**provided that** if any part of a sum envisaged to be spent in delivering any item identified in (a) – (g) above remains unspent after delivery of that item, the LPA may apply such sum to the delivery of any other works listed in (a) – (f) above as long as the unspent sums are not applied towards carrying out feasibility or other studies to determine the deliverability of any such works;

**Travel Plan Monitoring Officer** means a person appointed by the Owner to monitor and promote the success in meeting the targets set out in each Zonal Travel Plan;

**Travel Plan Monitoring Report** means a report prepared in accordance with the monitoring review arrangements specified in the relevant Zonal Travel Plan. It shall include:

- a) details of trip generation rates;
- b) details of mode share and change in mode share over time; and
- c) details of how effectively the Zonal Travel Plan has operated within the preceding period; and
- d) (where the objectives and/or targets specified in the relevant Zonal Travel Plan have not been met), details of enhanced and/or additional measures to the Zonal Travel Plan to bridge any shortfall in achieving the objectives and targets of the relevant Zonal Travel Plan together with a timetable for implementing such measures;

**TRAVL** means the multi-modal trip generation database specifically to help implement and monitor travel plans in London;

**Working Day** means any day on which clearing banks in the City of London are (or would be but for a strike lock-out or other stoppage affecting such banks generally) open during banking hours;

**Zonal Family Housing Report** means a detailed plan for the delivery and layout of Family Housing within a Zone and containing at least the details required by Paragraph 1.5 of Schedule 5;

**Zonal Masterplan** means a masterplan for the relevant Zone submitted pursuant to Condition OZ2 of the Planning Permission;

**Zonal Travel Plan** means a travel plan for a Zone which complies with TfL "Travel Planning for New Development in London" (or other such best practice guidance as shall apply at the date of submission of the Zonal Travel Plan). Each Zonal Travel Plan shall include measures to realise the following objectives:

- (a) to positively influence the travel behaviour of users by promoting alternative travel modes to the car;
- (b) to encourage travel by cycle, on foot and by public transport by (amongst other measures) highlighting their accessibility and availability;
- (c) to promote healthy lifestyles and a sustainable, vibrant place in which to live and work;
- (d) to minimise the number of single-occupancy car trips generated by the proposed development including by encouraging car sharing and car clubs;
- (e) to reduce CO2 emissions; and
- (f) to secure environmentally friendly and sustainable delivery and servicing movements to any commercial uses within the Development.

The Zonal Travel Plan shall also include:

- (g) the measures set out in section 8 of the Revised Framework Travel Plan;
- (h) targets for the matters listed at (a) – (f) above; and
- (i) detailed arrangements for ongoing monitoring and reviewing of the effectiveness of the plan which shall include the measures specified in paragraphs 9.1 and 9.5 of Revised Framework Travel Plan.

**Zone** means a zone of the Development as identified on the plan marked Plan 2 contained in Appendix 2 and the term Zonal shall be interpreted accordingly;

**Zone 2 Nursery Contribution** means the sum of one hundred thousand pounds (£100,000)(Indexed) for use by the LPA for the provision and improvement of nursery facilities in the vicinity of the Site;

**Zone 3 Nursery Contribution** means the sum of four hundred and thirty eight thousand eight hundred and eighty pounds (£438,880)(Indexed) for use by the LPA for the provision and improvement of nursery facilities in the vicinity of the Site.

## 2 **Construction of this Agreement**

### 2.1 In this Agreement:

- 2.1.1 unless otherwise indicated reference to any:

- (a) clause, schedule or appendix is to a clause of, schedule to or appendix to this Agreement;
  - (b) paragraph is to a paragraph of a schedule to this Agreement;
  - (c) reference within a schedule to a paragraph is to a paragraph of that Schedule;
  - (d) part is to a part of a schedule to this Agreement;
  - (e) table is to a table of a schedule to this Agreement;
  - (f) recital is to a recital to this Agreement; and
  - (g) plan, is to a plan annexed to this Agreement;
- 2.1.2 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;
- 2.1.3 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;
- 2.1.4 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;
- 2.1.5 references to the Site include any part of it;
- 2.1.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include successors to such function;
- 2.1.7 references to any other party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party.
- 2.1.8 "including" means "including without limitation";
- 2.1.9 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;



- 2.1.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 2.1.11 any obligation, covenant, undertaking or agreement by any Owner 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;
- 2.1.12 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party.

2.2 The Interpretation Act 1978 shall apply to this Agreement.

2.3 This Agreement includes the schedules, recitals and appendices to this Agreement.

### **3 Legal basis**

3.1 This Agreement is executed by the parties hereto as a Deed and is made pursuant to section 106 and 106A of the 1990 Act with the intention that it shall bind the Owner's interests in the Site as provided by that section.

3.2 The covenants, restrictions and requirements imposed on the Owner in this Agreement create planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are enforceable against the Owner by the LPA as local planning authority in accordance with the terms of this Deed and in accordance with clause 3.3.

3.3 The covenants restrictions and requirements within this Agreement shall be enforceable against each Owner in respect only of its interests in the Site.

3.4 The obligations in Clause 6 are entered into by the LPA under section 201 of the Localism Act 2011 and all other powers so enabling.

### **4 Conditionality and 2014 Agreement**

4.1 This Agreement is conditional upon and shall not take effect until the Approvals have been granted and issued whereupon the 2014 Agreement shall cease to have effect and the planning obligations therein shall be discharged save that all and any obligations discharged pursuant to the 2014 Agreement shall be deemed to have been discharged for the purposes of this Agreement.

### **5 The Owner's Covenants with the LPA**

5.1 The Owner covenants with the LPA:

5.1.1 as set out in Schedules 2 to 10 and in relation only to their respective interests in the Site;

5.1.2 not to encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants

and undertakings imposed by this Agreement are rendered impossible to carry out;

- 5.1.3 if any Owner acquires a freehold interest or is granted or acquires a leasehold interest in the Site which is not at the date of this Agreement part of the Owner's interests as set out in Schedule 1 then unless otherwise agreed with the LPA such Owner shall within twenty eight working days of acquiring or being granted such interest (or within such other period as is agreed in writing with the LPA):
- (a) notify the LPA of such transaction; and
  - (b) enter into a Supplemental Section 106 Agreement for the purposes of ensuring that the relevant obligations, covenants and undertakings in this Agreement shall be binding on any such part of the Site and deliver the completed Supplemental Section 106 Agreement to the LPA;
- 5.1.4 save in respect of Zone 1, to notify the LPA of the Anticipated Commencement Date for any Zone of the Development not less than three months before the date of actual Commencement of Development within such Zone;
- 5.1.5 not to Commence Development within a Zone before it has served notice on the LPA of the Anticipated Commencement Date of such Development;
- 5.1.6 to notify the LPA within five Working Days of the occurrence of the following dates:
- (a) actual Commencement of Development in each Zone; and
  - (b) Occupation of the first unit of Market Housing within each Zone.
- 5.1.7 Where this Agreement imposes an obligation, that obligation shall be enforceable against any Owner that takes any steps or allows any steps to be taken which triggers such obligation in respect of their land.

5.2 LCRL covenants with the LPA with the intention of binding its interests in Zone 3 only (as such interests are set out in Schedule 1) to use Reasonable Endeavours to:

- 5.2.1 negotiate with all third parties having a property interest in Zone 3 at the date of this Agreement with a view to securing the delivery of the Development in Zone 3; and
- 5.2.2 provide the LPA with written updates at its request as to the progress of such negotiations.

## 6 **The LPA's covenants with the Owner**

The LPA covenants with the Owner that it shall perform and comply with and procure performance of and compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

## 7 Financial Contributions, Indexation and Interest

- 7.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.
- 7.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the relevant Index from the date of the 2014 Agreement until the date such sums are paid EXCEPT THAT the Zone 2 Nursery Contribution and the Zone 3 Nursery Contribution which will be increased by reference to the amount of the quarterly increase in the relevant Index from the date of this Agreement until the date such sums are paid.
- 7.3 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment.
- 7.4 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Agreement, the LPA covenants and undertakes to:
- 7.4.1 apply such payments or financial contributions only for the purposes specified in this Agreement; and
  - 7.4.2 provide annual reports to the Owner setting out the expenditure from such payments or financial contributions in the previous twelve month period.
- 7.5 To the extent notified and agreed by the Parties prior to the date of payment, the LPA may apply all or any part of payments made under this Agreement to costs already incurred at the date of payment in pursuit of the relevant purposes specified against such payments in this Agreement.
- 7.6 Save as set out in clause 7.7, the LPA shall return to the person who paid to the LPA the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the fifth anniversary of payment.
- 7.7 In the case of the Second Tranche of the Transport and Public Realm Contribution and the Transport and Public Realm Contribution payable in respect of Zones 2, 3 and 4 the LPA shall return to the person who paid to the LPA the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the later of:
- 7.7.1 the tenth anniversary of payment; and
  - 7.7.2 the fifth anniversary of approval of the final Reserved Matters in Zone 3.
- 7.8 Where sums have been paid to the LPA and the LPA has thereafter paid those sums to a third party then the LPA's obligation to repay any such sums pursuant to Clauses 7.6 and 7.7 shall be conditional upon the repayment of any such sums by such third party to the

LPA and the LPA shall not be obliged to repay such sums until such time as the sums have been repaid by such third party.

## **8 Notices**

8.1 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:

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

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

8.2 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:**

Director of Planning Policy and Decisions

London Legacy Development Corporation – Planning Policy and Decisions Team

Level 10

1 Stratford Place

Montfichet Road

London E20 1EJ

with a copy to:

Head of Development Management

London Legacy Development Corporation – Planning Policy and Decisions Team

Level 10

1 Stratford Place

Montfichet Road

London E20 1EJ

### **LCRL**

The address as set out under the heading 'Parties' at the start of this Agreement.

### **ETPL**

The address as set out under the heading 'Parties' at the start of this Agreement.

- 8.3 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 by a duly authorised signatory.

## 9 **Satisfaction of any of the provisions of this Agreement**

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

- 9.2 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 any Owner for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) such Owner shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

- 9.3 Where all of the obligations, covenants, undertakings and other provisions contained in this Agreement have been satisfied wholly the LPA shall request that the London Borough of Newham removes the entry relating to this Agreement from its Local Land Charges Register.

## 10 **Verification and Enforcement**

Subject to the LPA complying with the Owner's reasonable rules in respect of health and safety on the Site, the Owner 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 for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **provided that** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

## 11 **Dispute Resolution**

- 11.1 One party may by serving notice on all the other parties (the **Notice**) require a dispute to be referred to an expert for determination.

- 11.2 The Notice must specify:

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

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

- 11.2.3 the proposed expert.
- 11.3 The expert may be agreed upon by the Parties and in the absence of such agreement within one (1) month of the date that the notice is issued pursuant to Clause 11.1 either Party may request that the following nominate the expert at their joint expense:
- 11.3.1 if such dispute relates to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the expert;
- 11.3.2 if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the expert;
- 11.3.3 if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the expert;
- 11.3.4 if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the expert;
- 11.3.5 if such dispute relates to Affordable Housing the expert shall be nominated by the President of the Royal Town Planning Institute; and
- 11.3.6 in all other cases, the President of the Law Society to nominate the expert **provided that** if a dispute relates to a matter falling within two or more of sub-clause 11.3.1 to 11.3.5 the President of the Law Society may nominate such person or persons falling within the description of sub-clauses 11.3.1 to 11.3.5 as he thinks appropriate including joint experts.
- 11.4 If an expert nominated or appointed pursuant to Clause 11 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of Clause 11.3.
- 11.5 The expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of the notice of his appointment which is served on the parties pursuant to Clause 11.6.
- 11.6 Notice in writing of the appointment of an expert pursuant to this Clause 11 shall be given by the expert to the Parties and he shall invite each of the Parties to submit to him within ten Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 11.7 The expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in Clause 11 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.

- 11.8 The expert shall give notice of his decision in writing and his decision will (in the absence of manifest error) be final and binding on the Parties hereto.
- 11.9 If for any reason the expert fails to make a decision and give notice thereof in accordance with this Clause 11 the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 11.10 The expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 11.11 Nothing in this Clause 11 shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Agreement.

## 12 **No Waiver**

No waiver (whether expressed or implied) by the LPA of any breach or default by the Owner 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 Owner.

## 13 **Change in Ownership**

- 13.1 The Owner agrees with the LPA to give the LPA written notice as soon as reasonably practical of any change in ownership of any of its interests in the Site occurring before those obligations which relate to the Owner's interest in the Site under this Deed have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan **provided that** disposals of individual Residential Units or Commercial Units to individual Occupiers of such units do not need to be notified.

## 14 **The LPA'S Legal and Other Costs**

- 14.1 LCRL agrees that it will pay the LPA's reasonable costs incurred in negotiating and completing this Agreement (inclusive of any such reasonable costs incurred by external consultants appointed by the LPA in relation to the negotiation and completion of this Agreement) on completion of this Agreement.

## 15 **VAT**

- 15.1 All payments given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

## 16 **Duty to Act Reasonably and in Good Faith**

The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Agreement.

17 **Miscellaneous**

- 17.1 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.
- 17.2 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate approval agreement or other consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 17.3 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.
- 17.4 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 17.5 No person shall be liable for any breach of any of the obligations covenants and undertakings or other provisions of this Agreement in respect of any part of the Site in which they have no legal interest.
- 17.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 17.7 The obligations in this Agreement shall not be binding upon any individual owner occupiers or tenant occupiers of the Residential Units and Commercial Units within the Development or their chargees, mortgagees or receivers or against those deriving title from them nor on any statutory utility or railway undertakers including Network Rail Infrastructure Limited, High Speed 1 Limited and Docklands Light Railway Limited in respect of any area required in order to provide public utilities or in respect of their operational land.
- 17.8 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham or any statutory successor to its function.
- 17.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or if it is modified without the consent of the Owner other than any modification made pursuant to section 106A of the 1990 Act.
- 17.10 Other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.



18 **Exclusion of Contracts (Rights of Third Parties) Act 1999**

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

19 **Jurisdiction and Legal Effect**

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

19.2 The provisions of this Agreement (other than this Clause 19.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

20 **Execution**

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

20.2 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts and each counterpart shall constitute an original of this Agreement but together the counterparts shall constitute one document.

**Schedule 1: Owner's Interests in the Site**

| <b>Owner</b>                            | <b>Nature of Interest</b> | <b>Registered Title at the Land Registry</b> |
|---|---------------------------|--|
| East Thames Partnership Limited         | Freehold                  | TGL406454                                    |
| London and Continental Railways Limited | Freehold                  | EGL557874                                    |
| London and Continental Railways Limited | Freehold                  | TGL382158                                    |
| London and Continental Railways Limited | Freehold                  | TGL386656                                    |

## Schedule 2

### Contributions and obligations

#### 1 Monitoring Costs

- 1.1 Prior to Commencement of Development the Owner of land within Zone 1 shall pay to the LPA the sum of £8,239.00 representing their contribution towards to the LPA's costs to be incurred in monitoring compliance with this Deed.
- 1.2 Prior to Commencement of Zones 2, 3 or 4 the Owner of land within Zones 2, 3, 4, and 5 shall pay to the LPA the sum of £41,097 representing the remaining part of the contribution towards the LPA's cost to be incurred in monitoring compliance with this Deed.

#### 2 Transport and Public Realm Contribution

- 2.1 The Owner of land within Zone 1 covenants to pay to the LPA the following tranches of the Transport and Public Realm Contribution:
- 2.1.1 Fifty Thousand Pounds (£50,000)(Indexed)(the **First Tranche**) prior to Commencement of the Development; and
- 2.1.2 Fifty Seven Thousand One Hundred Pounds (£57,100)(Indexed)(the **Second Tranche**) prior to Occupation of the one hundred and first (101st) Residential Unit comprised in Zone 1.
- 2.2 The Owner of land within Zone 2 covenants to pay to the LPA One Hundred and Sixteen Thousand and Nine Hundred and Forty One Pounds (£116,941)(Indexed) of the Transport and Public Realm Contribution (the **Zone 2 Transport and Public Realm Contribution**) prior to Occupation of any Market Housing Unit in Zone 2.
- 2.3 The Owner of land within Zone 3 covenants to pay to the LPA One Hundred and Sixteen Thousand and Nine Hundred and Forty One Pounds (£116,941)(Indexed) of the Transport and Public Realm Contribution (the **Zone 3 Transport and Public Realm Contribution**) prior to Occupation of any Market Housing Unit in Zone 3.
- 2.4 The Owner of land within Zone 4 covenants to pay to the LPA Two Hundred and Eighty Nine Thousand and Eighteen Pounds (£289,018)(Indexed) of the Transport and Public Realm Contribution (the **Zone 4 Transport and Public Realm Contribution**) prior to Occupation of any Market Housing Unit in Zone 4.
- 2.5 No Development shall Commence before the First Tranche of the Transport and Public Realm Contribution has been paid to the LPA.
- 2.6 No more than one hundred (100) Residential Units within Zone 1 shall be Occupied before the Second Tranche of the Transport and Public Realm Contribution has been paid.

2.7 No unit of Market Housing within Zone 2 shall be Occupied until the Zone 2 Transport and Public Realm Contribution has been paid.

2.8 No unit of Market Housing within Zone 3 shall be Occupied until the Zone 3 Transport and Public Realm Contribution has been paid.

2.9 No unit of Market Housing within Zone 4 shall be Occupied until the Zone 4 Transport and Public Realm Contribution has been paid.

### 3 **Transport and public realm obligations**

3.1 The LPA covenants with the Owner to consult with the Owner in respect of any study brief that is commissioned by the LPA for the Leyton Road Study and to provide the Owner with the opportunity to contribute to that study being carried out and to give full consideration to the Owner's comments.

3.2 To the extent that the LPA is consulted by LBN on the scope of the Leyton Road Highway Works, the LPA covenants with the Owner to consult the Owner on the proposed scope of the Leyton Road Highways Works prior to the specification of those works being finalised and to provide the Owner with ongoing written updates in respect of the scope of the proposed works and further covenants to give full consideration to any proposals and comments received by the Owner.

3.3 The LPA covenants with the Owner to consult the Owner in respect of any study brief that is commissioned by the LPA for the Connectivity Study and to provide the Owner with the opportunity to contribute to that study being carried out and to give full consideration to the comments received by the Owner.

3.4 To the extent that the LPA is consulted by LBN on the scope of the Leyton Road Public Realm Works, the LPA covenants with the Owner to consult the Owner on the proposed scope of the Leyton Road Public Realm Works prior to the specification of those works being finalised and to provide the Owner with ongoing written updates in respect of the scope of the proposed works and the LPA further covenants to give full consideration to any proposals and comments received by the Owner.

3.5 The LPA covenant with the Owner to confirm in writing to the Owner when it has made payment to TfL of the TfL Legible London Contribution.

3.6 To the extent that the LPA is consulted by LBN on the location of the signage required in respect of the TfL Legible London Contribution, the LPA covenants with the Owner to consult with the Owner on the location of the signage prior to making payment to TfL of the TfL Legible London Contribution

3.7 The LPA covenants with the Owner to confirm in writing to the Owner when it has made payment to TfL of the TfL Bus Stop Contribution.

### 4 **Education Contribution**

4.1 The Owner of land within Zone 1 covenants to pay to the LPA Three Hundred and Twelve Thousand Two Hundred and Eighty One Pounds (£312,281)(Indexed) of the Education Contribution before Occupation of the one hundred and first (101st) unit of Market Housing in Zone 1 (the **Zone 1 Education Contribution**).

- 4.2 The Owner of land within Zone 2 covenants to pay to the LPA Three Hundred and Twenty Eight Thousand Eight Hundred and Thirty Four Pounds (£328,834)(Indexed) of the Education Contribution before Occupation of seventy (70) Residential Units in Zone 2 (the **Zone 2 Education Contribution**).
- 4.3 The Owner of land within Zone 3 covenants to pay to the LPA Three Hundred and Fifty Three Thousand and Sixty One Pounds (£353,061)(Indexed) of the Education Contribution before Commencement of any Development in Zone 3 (the **Zone 3 Education Contribution**).
- 4.4 The Owner of land within Zone 4 covenants to pay to the LPA Eight Hundred and Forty Two Thousand Six Hundred and Fifty Two Pounds (£842,652)(Indexed) of the Education Contribution before Occupation of the one hundred and first (101st) unit of Market Housing in Zone 4 (the **Zone 4 Education Contribution**).
- 4.5 No more than one hundred (100) units of Market Housing shall be Occupied in Zone 1 before the Zone 1 Education Contribution has been paid.
- 4.6 No more than seventy (70) Residential Units shall be Occupied in Zone 2 before the Zone 2 Education Contribution has been paid.
- 4.7 No Development within Zone 3 shall Commence until the Zone 3 Education Contribution has been paid.
- 4.8 No more than one hundred (100) units of Market Housing shall be Occupied in Zone 4 before the Zone 4 Education Contribution has been paid.

## 5 **Environmental Improvement Works**

- 5.1 The Owner of land within Zone 4 covenants with the LPA as follows:
- 5.1.1 subject to paragraph 5.1.2 to use Reasonable Endeavours from the date of this Agreement until Occupation of more than 110 Residential Units in the building block which adjoins the Gas Governor Site to seek all necessary rights, consents and permissions to implement improvements to the physical appearance of the Gas Governor Site;
- 5.1.2 the Owner shall not be obliged to acquire property rights over the Gas Governor Site pursuant to paragraph 5.1.1 for a sum or sums in excess of £20,000 and it is acknowledged that this cap shall not include any costs associated with the design, planning and implementation of the improvements;
- 5.1.3 not to Commence the Development in Zone 4 until they have submitted to the LPA for approval a specification for landscape treatment to the Gas Governor Site and secured the LPA's approval to the same. Any variations to the specification shall be approved in writing by the LPA; and
- 5.1.4 if the Owner acquires the necessary property rights to carry out improvements to the physical appearance the Gas Governor Site, it shall:
- (a) within 6 months of such acquisition, submit to the LPA for approval a detailed scheme of environmental improvement works to the Gas

Governor Site which shall be in accordance with the specification for landscape treatment approved pursuant to 5.1.3; and

- (b) not Occupy more than 90% of Residential Units in Zone 4 until it has implemented the scheme of environmental improvement works to the Gas Governor Site approved by the LPA pursuant to (a) above.

5.2 The Owner shall provide the LPA with written updates at the LPA's request as to its compliance with paragraph 5.1 above.

5.3 For the avoidance of doubt, nothing in paragraph 5.1 above shall require LCRL to do anything which would put it in conflict with its obligations to act as agent for the Secretary of State in transferring the PRS Site from the Secretary of State to National Grid Gas.

### Schedule 3

#### Affordable Housing

##### 1 General

- 1.1 Ten per cent (10%) of the Affordable Housing provided within the Development shall be wheelchair accessible.
- 1.2 Where in this Agreement or in an Affordable Housing Reappraisal there is reference to an amount of Affordable Housing or a tenure type or mix as a percentage the actual number of Affordable Housing Units to be delivered shall be the highest nearest whole number of units.
- 1.3 Subject to Paragraph 12 of this Schedule the Affordable Housing provided in accordance with this Schedule shall not be used for any purpose other than for Affordable Housing in accordance with the terms of this Deed.
- 1.4 If more than 35% Affordable Housing is provided within Zone 1 in accordance with the terms of this Agreement then the Owner of Zone 1 shall not be required to carry out a Sales Report PROVIDED THAT any Affordable Housing Reappraisal or Sales Report for Zones 2-4 may include any Affordable Housing provided in Zone 1 above 35%.
- 1.5 If more than 35% Affordable Housing is provided for in Zone 1 then the mix and tenure of any additional Affordable Housing provided in that Zone shall be determined by the Owner of that Zone at its sole discretion.
- 1.6 If more than 35% Affordable Housing is provided within Zones 2, 3 and 4 then the mix and tenure of any additional Affordable Housing provided in those Zones shall be determined by the Owner at its sole discretion.
- 1.7 Example calculations for the Affordable Housing Reappraisal and Surplus review mechanisms have been provided at Appendix 4 as an illustration of how any additional Affordable Housing and amount of Surplus should be calculated. The LPA shall take into consideration these examples in reviewing the Affordable Housing Reappraisal and any Sales Report.

##### 2 Grant Funding

- 2.1 The Owner shall use reasonable endeavours to secure Grant Funding for the Affordable Housing in each Zone and shall notify the LPA of the outcome of any application for Grant Funding in respect of the Development.
- 2.2 The LPA shall provide such non-financial support as may be reasonably requested by the Owner and/or the Affordable Housing Provider in respect of any applications for Grant Funding pursuant to Paragraph 2.1 above.
- 2.3 If Grant Funding is offered or secured in respect of the Affordable Housing (or any of them) subject to conditions that would prevent the Owner from complying with any of the obligations in this Schedule, the Owner and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver the relevant

Affordable Housing with such Grant Funding **provided that** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.

2.4 If Grant Funding is made available for the delivery of Affordable Housing in a Zone, the Owner shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or Commencement of Development within the Zone to which the Grant Funding relates notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a Grant Funded Unit).

2.5 Staircasing receipts will be subject to the Greater London Authority's Capital Funding Guide.

2.6 Subject to the terms of any grant agreement with anybody providing Grant Funding, any payment made to any Owner in respect of the Staircasing of a Grant Funded Unit shall be applied by the Owner towards the provision of additional affordable housing, the maintenance of affordable housing or towards the improvement of the affordability of affordable housing within the administrative area of the London Borough of Newham.

### **3 Affordable Housing: Zone 1**

3.1 Before the Development Commences the Owner shall confirm to the LPA whether Grant Funding is and remains available for that part of the Development within Zone 1.

3.2 If at the date of Commencement of Development Grant Funding is available for the Development within Zone 1 then not less than 22% (twenty-two per cent) of the Residential Units comprised within such Zone shall be provided as Affordable Housing and such Affordable Housing shall be provided in accordance with the Planning Application.

3.3 Subject to Paragraph 3.4, if at the date of Commencement of Development within Zone 1 Grant Funding is not available for Development within Zone 1 then the level of Affordable Housing within Zone 1 shall be not less than ten per cent (10%) of the Residential Units comprised within such Zone.

3.4 If Development within Zone 1 has not Commenced within twelve (12) months of the date of this Agreement, then Development in Zone 1 shall not Commence before an Affordable Housing Reappraisal and Affordable Housing Scheme has been submitted to and approved in writing by the LPA in relation to such Zone. Thereafter, the Affordable housing within Zone 1 shall be provided in accordance with such approved Affordable Housing Reappraisal and Affordable Housing Scheme.

3.5 No Residential Unit within Zone 1 shall be Occupied before an Affordable Housing Management Scheme for the Affordable Housing within Zone 1 has been submitted to and approved in writing by the LPA and the Affordable Housing within Zone 1 shall thereafter be Occupied in accordance with the approved Affordable Housing Management Scheme unless otherwise agreed in writing by the LPA.

### **4 Affordable Housing: Zones 2, 3 and 4**

4.1 The percentage of Residential Units provided as Affordable Housing in each of Zones 2, 3 and 4 will be at least the higher of:



- 4.1.1 15.8% (fifteen point eight per cent) of the Residential Units comprised within such Zone; or
- 4.1.2 the figure specified in any approved Affordable Housing Reappraisal which relates to such Zone,

**provided that** the total percentage of Affordable Housing provided as part of the Development (including the provision as part of paragraph 4.2 of this Schedule 3) is not required for the purposes of this Agreement to exceed 35% (thirty five percent) of the Residential Units comprised within the Development as a whole.

- 4.2 If the business units within Zone 5 have not been completed to Shell and Core Standard by the date that Reserved Matters are submitted to the LPA for the earlier of Zone 3 or Zone 4 or by such later date as may be agreed by the LPA, then an additional 15 Affordable Housing Units shall be provided within Zone 2, Zone 3 and/or Zone 4 in accordance with paragraph 9 of Schedule 3.
- 4.3 The additional 15 units of Affordable Housing to be provided pursuant to Paragraph 4.2 of this Schedule shall be provided in addition to any increase in the percentage of Affordable Housing to be provided in Zones 3 and 4 pursuant to any relevant approved Affordable Housing Reappraisal.

## **5 Affordable Housing Reappraisal**

- 5.1 No Development in each of Zone 2, Zone 3 or Zone 4 shall Commence before the following have been submitted to and approved in writing by the LPA in relation to such Zone:
  - 5.1.1 the Affordable Housing Scheme; and
  - 5.1.2 the Affordable Housing Management Scheme.
- 5.2 The Parties agree that any company or organisation which appears on an approved list of Affordable Housing providers of the London Borough of Newham current at the time of submission of the relevant Affordable Housing Scheme shall be deemed to be approved as an Affordable Housing Provider for the relevant Zone.
- 5.3 Subject to Paragraph 5.4, in respect of Zones 2, 3 and 4, the relevant Affordable Housing Reappraisal shall be submitted with the final Reserved Matters application for the relevant Zone and no Development in each of Zone 2, Zone 3 or Zone 4 shall Commence before the relevant Affordable Housing Reappraisal is approved in writing by the LPA in relation to such Zone.
- 5.4 An Affordable Housing Reappraisal shall not be required to be submitted to the LPA in respect of a Zone if the total percentage of Affordable Housing to be provided in that Zone pursuant to the approved Affordable Housing Scheme exceeds 35% (thirty five percent) of the Residential Units to be provided in that Zone.
- 5.5 The Development shall be carried out and Occupied strictly in accordance with the relevant approved Affordable Housing Scheme, Affordable Housing Management Scheme and, where applicable, Affordable Housing Reappraisal.

**6 Affordable Housing Triggers**

6.1 No more than seventy five per cent (75%) of the Market Housing Units within any individual Zone shall be Occupied before the Affordable Housing secured in accordance with the Baseline Affordable Housing Level or in accordance with the relevant agreed Affordable Housing Reappraisal within that Zone has been completed and where it is not already owned by an Affordable Housing Provider transferred to an Affordable Housing Provider and satisfactory evidence of such complete Transfer has been provided to the LPA.

**7 Sales Report and Surplus**

7.1 The Owner and the LPA shall comply with the terms of Schedule 4, Part 2 having regard to the example calculations included at Appendix 4.

**8 LPA Consultant Costs**

8.1 The Owner of land within Zone 1 shall pay the LPA's reasonable and pre-agreed costs (including the costs of any consultants appointed by the LPA) incurred in reviewing, commenting and approving any information submitted pursuant to Paragraph 5 and/or Paragraph 7 of this Schedule and pursuant to Schedule 4 in relation to Zone 1 of the Development only.

8.2 The Owner of land within Zones 2, 3, 4 and 5 shall pay the LPA's reasonable and pre-agreed costs (including the costs of any consultants appointed by the LPA) incurred in reviewing, commenting on and approving any of the information submitted pursuant to Paragraph 5 and/or Paragraph 7 of this Schedule and pursuant to Schedule 4 in relation to Zones 2, 3, 4 and 5 of the Development.

**9 Tenure and Unit Size and Mix**

9.1 Subject to any alternative agreed Affordable Housing Scheme, the Owner shall provide the tenures of Affordable Housing Units in Zone 1 in accordance with the following proportions:

| <b>Tenure</b>           | <b>Percentage of Affordable Housing</b> |
|-------------------------|---|
| Affordable Rented Units | 60%                                     |
| Intermediate Units      | 40%                                     |

9.2 Subject to any alternative agreed Affordable Housing Scheme, the Owner shall provide the Affordable Housing Units within Zone 1 in accordance with the following unit size proportions:

| <b>Housing Tenure Type</b>                      | <b>1 Bed</b> | <b>2 Beds</b> | <b>Family Housing</b> |
|---|--------------|---------------|-----------------------|
| Affordable Rented Units and Social Rented Units | 3            | 8             | 9                     |

|                    |   |   |   |
|--------------------|---|---|---|
| Intermediate Units | 2 | 9 | 1 |
|--------------------|---|---|---|

9.3 Subject to any alternative agreed Affordable Housing Scheme, the Owner shall provide the tenures of Affordable Housing Units in Zones 2, 3 and 4 in accordance with the following proportions:

| Tenure  | Percentage of Affordable Housing |
|---|----------------------------------|
| Affordable Rented Units and Social Rented Units | 60%                              |
| Intermediate Units                              | 40%                              |

9.4 Subject to any alternative agreed Affordable Housing Scheme, the Owner shall provide the Affordable Housing Units within Zones 2, 3 and 4 in accordance with the following unit size proportions:

| Housing Tenure Type                             | 1 Bed | 2 Beds | Family Housing |
|---|-------|--------|----------------|
| Affordable Rented Units and Social Rented Units | 17.5% | 36.5%  | 46%            |
| Intermediate Units                              | 23.5% | 45%    | 31.5%          |

## 10 Rent Levels and Affordability

10.1 The rent payable by the occupant of any Social Rented Unit shall not exceed the Target Rent such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall not be increased annually by any more than the annual change in the Consumer Prices Index (CPI) plus 1.0%.

10.2 The rent payable by the occupant of any Affordable Rented Unit (the **Affordable Rent**) shall not exceed the percentages of Market Rent set out in the table below. Such Affordable Rent shall be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the CPI plus 1.0%. For the avoidance of doubt, on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent charged does not exceed the below percentages

| Unit Size   | Maximum Percentage of Market Rent |
|-------------|-----------------------------------|
| 1 bed units | 80%                               |
| 2 bed units | 80%                               |
| 3 bed units | 50%                               |

|                     |     |
|---------------------|-----|
| 4 or more bed units | 50% |
|---------------------|-----|

10.3 The cost of rent and/or mortgage payments and service and estate charges in relation to the Intermediate Units shall not exceed 40% of the net income of Households on Intermediate Incomes.

10.4 The Owner shall, subject to compliance with all relevant laws, use Reasonable Endeavours to procure that each Affordable Housing Provider provides one return to the LPA in relation to each Zone on Occupation of all the Affordable Housing Units in that Zone with details of:

10.4.1 The household income of such initial purchaser or tenant;

10.4.2 For Intermediate Units, the initial purchase price of the unit and the initial percentage equity share bought;

10.4.3 The total monthly housing costs for each Affordable Housing Unit including service and estate charges but showing such charges as separate figures; and

10.4.4 The locality of the purchaser or tenant's previous accommodation by local authority area; and the purchaser or tenant's present occupation where available.

10.5 It is acknowledged and agreed by the LPA and the Owner that:

10.5.1 estate and/or service charges will be payable by occupiers of the Affordable Housing in addition to being payable by occupiers of the Market Housing Units;

10.5.2 service charges for the Affordable Housing Units will be calculated separately from the Market Housing Units ;

10.5.3 owners and occupiers of Market Housing Units and commercial premises at the Development will not be expected to subsidise the charges payable by owners and occupiers of Affordable Housing Units; and

10.5.4 the aggregate service charges to be payable by the occupiers of each unit of Affordable Housing will be affordable (as determined by the Owner and the Affordable Housing Provider).

## 11 **Nominations Rights**

11.1 The terms of any Transfer of Affordable Housing Units other than Intermediate Units to an Affordable Housing Provider shall impose a requirement on the Affordable Housing Provider to enter into Nominations Agreements in respect of the Affordable Housing Units that are the subject of that Transfer to give effect to the following agreed split of nomination rights:

11.1.1 10% in relation to Zone 1 and 20% in relation to Zones 2 – 4 for the GLA;

11.1.2 40% in relation to Zone 1 and 50% in relation to Zones 2 – 4 for the London Borough of Newham;

11.1.3 30% for the East London Housing Partnership;

11.1.4 20% for the East Thames Group in relation to Zone 1.

unless otherwise agreed in writing between the LPA and the Owner

11.2 The terms of each Transfer of Intermediate Units to an Affordable Housing Provider shall impose a requirement on the Affordable Housing Provider to enter into a Service Level Agreement in respect of the Shared Ownership Units that are the subject of that Transfer.

## 12 Affordable Housing Mortgagee Protection

12.1 In respect only of the Affordable Housing provided pursuant to this Agreement nothing contained within this Agreement shall bind any mortgagee or chargee of the Affordable Housing Provider or any administrator, fixed charge receiver (including an administrative receiver appointed pursuant to the Law of Property Act 1925) administrative receiver or any other person appointed under any security documentation to enable such mortgagee to realise its security or their successors in title or persons deriving title therefrom exercising a power of sale in respect of the Affordable Housing Units **provided that**:

- (a) it has given the LPA at least three months written notice of its intention to exercise such power of sale;
- (b) the said mortgagee or receiver has used its reasonable endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such reasonable endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and
- (c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with clause 12.1 (a) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the Affordable Housing Units.

12.2 The provisions of this Agreement shall:

- (a) cease to apply to any part or parts of the Site which are transferred or leased by any party referred to in paragraph 12.1 above.
- (b) cease to apply to any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable

- (c) cease to apply to any completed Affordable Housing Units where a Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof
- (d) not bind any leaseholder of any Shared Ownership Units nor any other purchaser, tenant or occupier of completed Affordable Housing Units nor any successor in title to such person.
- (e) not bind any mortgagee of any such leaseholder or any purchaser, tenant or occupier referred to in 12.2 (d) above nor any administrator, administrative receiver, receiver appointed under the Law of Property Act 1925 or any other person appointed under any security documentation by such mortgagee or any person deriving title through such persons.
- (f) cease to apply to any completed Affordable Housing Units referred to in 12.2 (d) and 12.2 (e) above in respect of which a lease of a Shared Ownership Units has been granted and where a Affordable Housing Provider shall have disposed of 100% of the equity in such units under the terms of such lease.

## Schedule 4

### Part 1: Affordable Housing Reappraisal

#### 1 Interpretation

1.1 For the purposes of this Schedule, the following words and terms have the meanings or are calculated as set out below:

**Baseline Affordable Housing Level** means:

- (a) 15.8% of the Residential Units within Zones 2-4; and
- (b) 10% of the Residential Units within Zone 1 if no Grant Funding is available; and
- (c) 22% of the Residential Units within Zone 1 if Grant Funding is available.

**Incentives** means incentives which are used to secure sales of Market Housing Units and which are reasonable in the light of the market circumstances prevailing at the time of the sale.

**Projected Sales Values** means as at the date an Affordable Housing Reappraisal is prepared for any Zone, the aggregate values which the Market Housing Units and any associated car parking spaces situated within such Zone would reasonably be expected to achieve (less any Mandatory Code Level 5 Costs and reasonable Incentives) on a disposal of each one on the open market in an arm's length transaction divided by the total Saleable Area of such Market Housing Units within such Zone.

**Saleable Area** means the net saleable area (excluding all Common Areas) of each unit of Market Housing measured in square feet.

**Trigger Value** means £450/ft<sup>2</sup> (Indexed).

#### 2 The Affordable Housing Reappraisal

2.1 Each Affordable Housing Reappraisal shall specify:

- 2.1.1 the Zone to which it relates;
- 2.1.2 the level of Affordable Housing which the Owner proposes to provide in such Zone;
- 2.1.3 the amount of any Grant Funding available for Development within the relevant Zone;
- 2.1.4 Calculations to arrive at the Projected Sales Value per square foot and any evidence used to establish the Projected Sales Value.
- 2.1.5 The amount of, evidence for and calculations establishing any underperformance which the Owner seeks to carry forward pursuant to paragraph 2.3.2 of this Schedule.

2.2 Subject to paragraph 2.3, the level of Affordable Housing specified in each Affordable Housing Reappraisal shall be derived as follows:

2.2.1 in respect of Zones 2-4 for every £3.54/ft<sup>2</sup> (Indexed using the BCI General Building Costs Index) by which at the date the Affordable Housing Reappraisal is submitted the Projected Sales Value per sq foot for the Zone to which the Affordable Housing Reappraisal relates exceeds the Trigger Value up to the 35% Trigger Level, the amount of Affordable Housing to be provided within such Zone shall be increased by 0.5% above the Baseline Affordable Housing Level; and

2.2.2 in respect of Zone 1 for every £2.72/ft<sup>2</sup> (Indexed using the BCI General Building Costs Index) by which at the date the Affordable Housing Reappraisal is submitted the Projected Sales Value per sq foot for the Zone to which the Affordable Housing Reappraisal relates exceeds the Trigger Value up to the 35% Trigger Level, the amount of Affordable Housing to be provided within such Zone shall be increased by 0.5% above the Baseline Affordable Housing Level,

**provided that** the Owner is not required to provide more than 35% Affordable Housing within any Zone of the Development.

2.3 In calculating the Affordable Housing levels for a Zone:

2.3.1 the Owner may offset any units of Affordable Housing which it has completed in an earlier Zone and which it is not required to provide under this Agreement. Any such off-set shall be identified in the relevant Affordable Housing Reappraisal and for the avoidance of doubt, each such unit may only be offset once.

2.3.2 If on completion of the Sale of 85% of the Market Housing Units in a Zone, the Achieved Sales Values for Market Housing Units within that Zone indicate that sales values within such zone will underperform the Projected Sales Values as set out in the Affordable Housing Reappraisal for that Zone, the Owner may carry forward such underperformance to the Affordable Housing Reappraisal prepared for a subsequent Zone and offset it against the Projected Sales Value for that subsequent Zone when calculating the level of Affordable Housing the Owner proposes to deliver in such Zone.

2.4 The information provided in the Affordable Housing Reappraisal and Sales Report shall be kept confidential by the LPA and shall not be disclosed to any third party save with the consent of the other parties to this Agreement or where the LPA is required to disclose the information as a matter of law. If the LPA is required by law to disclose such information to the public or some other third party and that information is not already in the public domain, then to the extent that it is legally entitled to do so, it will ensure that all figures sums and calculations set out are redacted on the basis that they represent commercially sensitive information.



2.5 If a dispute in relation to an Affordable Housing Reappraisal is not resolved within 3 months of the date of submission of the reappraisal, then such dispute shall be referred to an expert pursuant to clause 11 of this Agreement.

## Schedule 4 - Part 2: Surplus and Sales Report

1. For the purposes of this Schedule 4, the following words and terms have the meanings or are calculated as set out below:

**Base Trigger Level** is the sales value at which the Zone to which a Sales Report relates can afford to deliver the level of Affordable Housing actually provided therein, and shall be the Trigger Value or (if higher) the Indexed Projected Sales Value per square foot which is assumed as part of the approved Affordable Housing Reappraisal for that Zone

**35% Trigger Level** is the sales value at which the Development as a whole can afford to deliver 35% of the Residential Units to be provided at the Development as Affordable Housing in accordance with paragraph 9 of Schedule 3 and shall be calculated as follows:

£586 per sq.ft. (Indexed from the date of this Agreement to the date of the relevant Sales Report) x the total Saleable Area of the Sold Market Housing Units referred to in the relevant Sales Report

**Achieved Sales Value** shall be calculated as the aggregate actual sales value achieved in the sale to an independent third party of each Sold Market Housing Unit and any accompanying car parking space (less any Mandatory Code Level 5 Costs and reasonable Incentives incurred in the construction and sale of such units) as identified in a Sales Report.

**Additional Affordable Housing** means Affordable Housing Units funded through the Surplus in accordance with paragraph 2 of this part 2 of Schedule 4 and **Additionality** shall be construed accordingly.

**Long Stop Date** means the date as specified in an approved Sales Report by which the Owner intends to deliver Additional Affordable Housing either within the Site or in an alternative area of the London Borough of Newham or such date as may be agreed with the written consent of the LPA (such consent not to be unreasonably withheld or delayed).

**Sale** means any of the following disposals of an individual Market Housing Unit and of any car parking space to an independent third party Occupier:

- (a) the first disposal of the freehold interest;
- (b) the first disposal of a leasehold interest of more than twenty-one (21) years;
- (c) where the Market Housing Unit is already subject to a lease of twenty-one (21) or more years, the creation within the first twenty years of such lease of an equitable right to acquire the freehold interest in such Market Housing Unit;

and "**Sold**" shall be construed accordingly.

**Sales Report** means a report containing the information required by paragraph 2.2 of this Part 2 to Schedule 4.

**Shortfall** means a shortfall in Achieved Sales Values below the Base Trigger Level identified in the Sales Report.

**Surplus** means fifty per cent of the amount by which the Achieved Sales Value exceeds (in the cases of Zones 2, 3 and 4) the Base Trigger Level up to the 35% Trigger Level.

## 2. Sales Report and Surplus

2.1 Subject to Paragraph 2.6 and only in the event that a Zone has not provided 35% or more Affordable Housing, no later than 28 days following the end of each calendar year in which a Sale has taken place in a Zone, the Owner of that Zone shall submit a Sales Report in respect of such Zone to the LPA for its written approval together with any fee agreed in accordance with Paragraph 8 of Schedule 3 to cover the LPA's costs of reviewing such Sales Report.

2.2 In respect of a Zone each Sales Report shall:

- (a) specify the Base Trigger Level identified for the Zone to which the Sales Report relates;
- (b) specify the total Achieved Sales Value of any Market Housing Unit Sold within such Zone in the preceding calendar year;
- (c) the total Saleable Area of each Sold unit of Market Housing;
- (d) the Indexed 35% Trigger Level and Base Trigger Level as at the date of the Sales Report;
- (e) the amount of any Surplus or Shortfall and the calculations used to arrive at the Surplus or Shortfall;
- (f) the amount of any Grant Funding for Affordable Housing within such Zone.

2.3 Except in respect of Zone 1 where any Surplus must be paid to the LPA in accordance with paragraph 4.2 of this Part 2 of Schedule 4, each Sales Report must also specify how the Owner intends to apply any Surplus identified by that Sales Report which shall be in one or more of the following ways:

- 2.3.1 applied towards the costs of any additional Affordable Housing which an Owner has voluntarily provided within the Development above the levels required by this agreement **provided that** such additional Affordable Housing has not itself been funded by Surplus or Grant Funding;
- 2.3.2 applied towards any Additional Affordable Housing which an Owner proposes to provide within the Development;
- 2.3.3 applied towards any Shortfall reported in any earlier approved Sales Report
- 2.3.4 carried forward and applied towards a Shortfall reported in any subsequent Sales Report approved within five years of the date of the Sales Report which identified the Surplus or such other period as is agreed by the LPA;
- 2.3.5 applied towards Additional Affordable Housing on another site or sites within the London Borough of Newham which is additional to the requirements of the planning permission or section 106 agreement for that site or sites;

- 2.3.6 paid to the LPA.
- 2.4 If the Owner intends to apply any or all of any Surplus in accordance with paragraph 2.3.3, the Sales Report shall specify the amount of such Shortfall, and include a copy of the earlier Sales Report in which such shortfall was approved.
- 2.5 If the Owner intends to apply any Surplus towards Additional Affordable Housing within the Site or in an alternative area of the London Borough of Newham it shall explain in the Sales Report:
- 2.5.1 the proposed location of such Additional Affordable Housing;
- 2.5.2 the Additionality of such Affordable Housing; and
- 2.5.3 set out a reasonable Long Stop Date
- 2.6 Notwithstanding paragraph 2.1 of this Part 2 of Schedule 4, the first Sales Report on any Market Housing Unit completed within Zone 1 does not need to be submitted until 28 days following the end of the second calendar year following the Sale of the first unit within that Zone and such Sales Report shall set out details of all Sales within Zone 1 which take place up to the date of submission of such report.
- 3 Approval of the Sales Report**
- 3.1 Subject to prior payment by the Owner of the LPA's costs in reviewing the Sales Report as agreed in accordance with Paragraph 8 of Schedule 3, the LPA shall approve the Sales Report within 28 days of receipt.
- 3.2 If for whatever reason the LPA is unable to approve any matter included in a Sales Report (other than a proposal to extend the five year term stipulated by paragraph 2.3.4 of this Schedule) within 28 days of receipt of such report, then either party may refer the Sales Report to an expert for determination in accordance with Clause 11 of this Agreement (Dispute Resolution) and:
- 3.2.1 the expert's decision shall be binding on all parties; and
- 3.2.2 the expert shall have the power to approve the Sales Report.
- 4 Application of the Surplus**
- 4.1 Any Surplus specified in an approved Sales Report shall be applied in accordance with the terms of that report.
- 4.2 If the Owner proposes to carry any Surplus forward in accordance with paragraph 2.3.4, it must:
- 4.2.1 hold such Surplus in an interest bearing bank account;
- 4.2.2 record the amount of any such Surplus (together with any interest accrued thereon) in each subsequent Sales Report until the Surplus has been applied; and

- 4.2.3 within 28 days of applying the Surplus in accordance with the terms of Paragraph 2.3.2, confirm the same in writing to the LPA.
- 4.3 At any time while the Owner is carrying forward any Surplus in accordance with paragraph 2.3.2, it may agree in writing with the LPA to apply such Surplus and any interest accrued thereon against any other purpose described in paragraph 2.3.
- 4.4 Unless otherwise agreed in writing by the LPA, if any Surplus which is carried forward pursuant to Paragraph 2.3.2 remains unspent after the earlier of five years from the date of the Sales Report which first identifies such Surplus or the date of the final Sales Report for the Development, the Owner shall within 28 days of such date pay such Surplus to the LPA.
- 4.5 Where the approved Sales Report states that any Surplus will be paid to the LPA, such payment shall be made within 28 days of the date of receipt by the Owner of written approval of the Sales Report by the LPA.
- 4.6 Unless otherwise agreed in writing with the LPA, if any Additional Affordable Housing specified in an approved Sales Report is not Completed before the Long Stop Date the Owner shall within 28 days of the expiry of the Long Stop Date pay to the LPA the relevant Surplus together with any Interest thereon accrued from the date of the relevant approved Sales Report to the date of payment and the Additional Affordable Housing may be sold on the open market.
- 4.7 Subject to paragraph 1.6 of Schedule 3, the Owner shall aim to provide any Additional Affordable Housing specified in an approved Sales Report in accordance with proportions, unit sizes and tenure mix as set out in Paragraph 9 of Schedule 3 to this Agreement unless otherwise agreed in writing with the LPA.
- 4.8 Any Surplus paid to the LPA under this Part 2 of Schedule 4 shall be applied by the LPA towards increasing or otherwise improving the provision of and quality of Affordable Housing within the London Borough of Newham.

## Schedule 5

### 1 **Family housing**

- 1.1 Not less than 42.56% of Residential Units constructed at the Development shall be provided as Family Housing of which not less than 34% of the Residential Units within Zone 1 shall be provided as such Family Housing.
- 1.2 Not less than 44.3% of the aggregate Residential Units within Zones, 2, 3 and 4 shall be provided as Family Housing.
- 1.3 The Owner shall submit the Zonal Family Housing Report together with the application for Reserved Matters consent for the Zone to which such report relates.
- 1.4 Save for Zone 1 no Development shall Commence in each Zone before the Owner has secured the LPA's written approval of a Zonal Family Housing Report for such Zone.
- 1.5 For each Zone the relevant "Zonal Family Housing Report" for shall specify:
  - 1.5.1 what proportion of the Family Housing Percentage is to be provided within the relevant Zone and identify the which Residential Units within that Zone will be provided as Family Housing;
  - 1.5.2 what proportion (if any) of the Family Housing Percentage has already been secured in an earlier Zone and what progress has been made in delivering such Family Housing;
  - 1.5.3 what proportion (if any) of the Family Housing Percentage remains to be secured in subsequent Zones.

## Schedule 6

### 1 Nursery Provision

1.1 No development shall Commence in Zone 4 before the Owner has confirmed to and obtained the written approval of the LPA to an appropriate site for a Nursery Facility within Zone 4 to be not less than 320 square metres.

1.2 No more than one hundred and fifty (150) units of Market Housing shall be Occupied within Zone 4 before:

1.2.1 the Nursery Facility in Zone 4 approved by the LPA pursuant to paragraph 1.1 has been provided to Shell and Core Standard;

1.2.2 the Nursery Facility has been marketed to potential operators in accordance with the requirements of Paragraph 1.6 of this Schedule; and

1.2.3 subject to paragraphs 1.6 to 1.8 of this Schedule, a lease for the Nursery Facility with a nursery facility operator has been completed.

1.3 No Residential Units shall be Occupied within Zone 2 before the Zone 2 Nursery Contribution has been paid to the LPA

1.4 No development shall Commence in Zone 3 before the Owner has either:

1.4.1 confirmed to and obtained the written approval of the LPA to an appropriate site for a Nursery Facility within Zone 3 to be not less than 253 square metres; or

1.4.2 paid the Zone 3 Nursery Contribution to the LPA in-lieu of providing the Nursery Facility in Zone 3.

1.5 Where paragraph 1.4.1 applies, no more than one hundred (100) units of Market Housing shall be Occupied within Zone 3 before:

1.5.1 the Nursery Facility in Zone 3 approved by the LPA pursuant to paragraph 1.4.1 has been provided to Shell and Core Standard;

1.5.2 the Nursery Facility has been marketed to potential operators in accordance with the requirements of Paragraph 1.6 of this Schedule; and

1.5.3 subject to paragraphs 1.6 to 1.8 of this Schedule, a lease for the Nursery Facility with a nursery facility operator has been completed.

1.6 The Owner of Zone 3 or Zone 4 (as appropriate) shall:

1.6.1 use Reasonable Endeavours to secure an operator of the Nursery Facility in Zone 4 and, if paragraph 1.4.1 applies, the Nursery Facility in Zone 3 and such obligation shall extend to marketing the relevant Nursery Facility for a period of

at least 6 months commencing at least 6 months prior to the anticipated date of completion of the relevant Nursery Facility to Shell and Core Standard; and

- 1.6.2 enter into a lease of the relevant Nursery Facility with a nursery facility operator on terms that shall not exceed the Market Rent for the facility and subject to an upward only rent review and in accordance with the lease applying for the premises in which the nursery is situated.
- 1.7 If following the marketing activities required under Paragraph 1.5 of this Schedule no lease of the relevant Nursery Facility has been completed then the Owner of Zone 3 or Zone 4 (as appropriate) shall market the facility for a further 3 months and/or complete a lease of the facility at no more than the Market Rent.
- 1.8 If no lease for the relevant Nursery Facility has been completed at the end of the further 3 month period under Paragraph 1.6 of this Schedule then the Owner of Zone 3 or Zone 4 (as appropriate) shall no longer be required to provide that Nursery Facility and the restriction on Occupation in Paragraph 1.2 or Paragraph 1.5 (as appropriate) of this Schedule shall no longer apply.



## Schedule 7

### Sustainability

#### 1 Reduction of energy demand

##### 1.1 The Owner will:

- 1.1.1 provide all Residential Units with electricity meters, low-water-use fittings, and space to dry clothes naturally;
- 1.1.2 install in all Common Areas low-energy lighting which is automatically controlled to avoid unnecessary use;
- 1.1.3 install in all Affordable Housing Units A+ or A rated white goods; and
- 1.1.4 use Reasonable Endeavours to encourage all Occupiers of the Development to reduce their energy usage which shall include (without limitation):
  - (a) dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
  - (b) the promotion of the use of energy efficient appliances;
  - (c) the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

## Schedule 8

### Commercial Space and Managed Workspace

#### *Commercial Space*

- 1 If Commercial Units are approved as part of the Reserved Matters in accordance with the approved Zonal Masterplan in respect of any Zone then:
  - 1.1.1 no more than 75% (seventy five per cent) of the Market Housing Units within such Zone will be Occupied until 50% (fifty per cent) of the Commercial Units within such Zone have been completed to Shell and Core Standard; and
  - 1.1.2 no more than 90% (ninety percent) of the Market Housing Units within such Zone will be Occupied until all the Commercial Units within such Zone have been completed to Shell and Core Standard.

#### *Managed Workspace*

- 2 Development in Zone 1 shall not progress beyond Substantial Commencement and Development in each of Zones 2, 3 and 4 shall not Commence before the Owner has submitted to and secured the LPA's written approval of the Managed Workspace Strategy.
- 3 The Owner shall not Occupy more than 50% of the Market Housing Units located within a Zone in which Managed Workspace is located unless and until:
  - 3.1.1 such Managed Workspace has been let on market lease terms; or
  - 3.1.2 where all or part of such Managed Workspace has not been let, the Owner has used Reasonable Endeavours to enter into an agreement for lease or to grant a lease in respect of such Managed Workspace within the Managed Workspace Marketing Period and the Owner has submitted the Managed Workspace Marketing Report to the LPA for approval.
- 4 Where an agreement for lease or a lease for the Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period the Owner shall continue to offer such agreement for lease or lease for the Managed Workspace on the lease terms set out in the approved Managed Workspace Marketing Report and the Owner shall use Reasonable Endeavours to enter into such agreement for lease or grant such lease within 3 (three) months of the date of the LPA's written approval of the relevant Managed Workspace Marketing Report (the **Second Offer Period**).
- 5 Where an agreement for lease or a lease for the Managed Workspace is not completed or granted (as applicable) within the Second Offer Period and the Owner has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to complete or grant such agreement for lease or lease (as applicable), the Owner shall not be required to provide the Managed Workspace as part of the Development in the relevant Zone.

## Schedule 9

### 1 Local Labour

1.1 The Owner shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to:

- 1.1.1 advertise all job vacancies arising from the Development in Local Labour and Business Schemes and job centres in each of the Host Boroughs;
- 1.1.2 notify Local Labour and Business Schemes in the Host Boroughs of all job vacancies arising from the Development;
- 1.1.3 ensure the recruitment of persons living in the Host Boroughs account for 25% of the construction jobs arising from the Development;
- 1.1.4 ensure the recruitment of persons living in the Host Boroughs account for a total of between 25% and 85% of the end-use jobs at the Development;
- 1.1.5 pay all employees employed at the Development in construction jobs the London Living Wage;
- 1.1.6 inform and promote the adoption of the London Living Wage for end use jobs at the Development; and provide work-based learning opportunities, including apprenticeship opportunities, at the Development

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

### 2 Local supplies and contractors

To the extent that it is reasonably practicable to do so and the Owner is not prevented from doing so by any rule of law whether domestic or international, the Owner shall use Reasonable Endeavours to ensure that businesses based in the Host Boroughs benefit directly from the commercial opportunities arising from the Development.

## Schedule 10

### 1 Zonal Travel Plans

- 1.1 Development in Zone 1 shall not progress beyond Substantial Commencement and Development in each of Zones 2, 3 and 4 shall not Commence before:
- 1.1.1 a Zonal Travel Plan for such Zone has been submitted to and approved in writing by the LPA; and
  - 1.1.2 the Owner has appointed a Travel Plan Monitoring Officer for such Zone and notified the LPA of the name and contact details of such officer.
- 1.2 The Owner shall use Reasonable Endeavours to implement:
- 1.2.1 each Zonal Travel Plan as approved pursuant to paragraphs 1.1.1 of this Schedule; and
  - 1.2.2 any enhanced or additional measures proposed in a Travel Plan Monitoring Report which is approved pursuant to Paragraphs 1.7 or 1.8 of this Schedule;
- and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with such approved Zonal Travel Plans and any amendments thereto approved pursuant to Paragraphs 1.7 or 1.8 of this Schedule.
- 1.3 No Zone shall be Occupied other than in accordance with the relevant approved Zonal Travel Plan and in accordance with any amendments to such plan which are proposed in a Travel Plan Monitoring Report and approved pursuant to Paragraphs 1.7 or 1.8 of this Schedule.
- 1.4 Six months after first Occupation of seventy-five per cent (75%) of the Market Housing Units within a Zone the Owner shall prepare and submit to the LPA for its written approval a Travel Plan Monitoring Report in respect of that Zone.
- 1.5 Further Travel Plan Monitoring Reports in respect of a Zone shall be prepared and submitted to the LPA for its written approval every 12th month thereafter **provided that** this requirement shall cease in respect of a Zone on the later of:
- 1.5.1 Written approval by the LPA of two consecutive Travel Plan Monitoring Reports for that Zone both of which confirm that the objectives and targets set out in the relevant Zonal Travel Plan (if relevant as amended in accordance with paragraph 1.2 of this Schedule) have been met;
  - 1.5.2 36 months after first Occupation of the final building within the relevant Zone.
- 1.6 The results of the monitoring carried out pursuant to each Zonal Travel Plan shall be iTrace and TRAVL compliant or compliant with such other subsequent or replacement best practice guidance as shall apply at the date that the monitoring and review is carried out.

- 1.7 The LPA shall confirm in writing whether or not it approves a Travel Plan Monitoring Report within 20 Working Days of its submission and if not approved, its reasons for not approving the Travel Plan Monitoring Report.
- 1.8 Save where the Owner refers the matter to an Expert in accordance with clause 11, the Owner shall amend and resubmit the Travel Plan Monitoring Report for the LPA's written approval within 20 Working Days of the date of a refusal by the LPA to approve a Travel Plan Monitoring Report and in amending the Travel Plan Monitoring Report, the Owner shall explain how the resubmitted report takes account of the LPA's reasons for refusal.
- 1.9 The Owner covenants not to submit a Zonal Masterplan for Zone 2 or Zone 4 until it has agreed the location of the Cycle Hire Docking Station Safeguarded Area with the LPA in writing (in consultation with TfL).
- 1.10 The Owner covenants not to construct any buildings or structures on the Cycle Hire Docking Station Safeguarded Area or to carry out any works which would prevent the location of a Docking Station on the Cycle Hire Docking Station Safeguarded Area for the Safeguarding Period and:
- 1.10.1. to grant TfL a lease or licence over the Cycle Hire Docking Station Safeguarded Area on such terms as are agreed between the Owner and TfL at such time as is required in order for the Docking Station to be provided by TfL and to grant any other approvals or consents required in order for the Docking Station to be provided and used by the general public;
- 1.10.2 to allow TfL access to the Docking Station at no cost to install and carry out maintenance and management of the Cycle Hire Scheme 24 (twenty four) hours a day at such times and for such periods as are reasonably necessary to manage and maintain the Docking Station **provided that** the Owner shall not be responsible for the cost of installing, managing or maintaining the Docking Station; and
- 1.10.3 to provide the LPA with certified true copies of such lease or licence and approvals and consents as are referred to in paragraph 1.9.1 above,
- provided further that** until the Docking Station is provided, the Owner may landscape the Cycle Hire Docking Station Area and such area may be included as part of the publically accessible open space required under condition AZ56 and provided as part of the Development.
- 1.11. In the event that the Owner is notified by TfL or the LPA that the Docking Station will not be provided on the Cycle Hire Docking Station Safeguarded Area, the covenant in paragraph 1.10 shall cease to have effect.

**Appendix 1: Draft Planning Permission as amended by the Approvals**

Draft

**FULL HYBRID MAJOR PLANNING PERMISSION**

**Town and Country Planning Act 1990**  
**Town and Country Planning (Development Management Procedure) (England) Order 2010**

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Please see notes at the end of this notice

|                            |  |
|----------------------------|--|
| Applicant                  | Agent  |
| East Homes Ltd And LCR Ltd | Nathaniel Lichfield And Partners<br>14 Regent's Wharf<br>All Saints Street<br>London<br>N1 9RL |

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**Part I - Particulars of Application**

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|                                      |   |
|--------------------------------------|---|
| Date of <u>Original</u> Application: | Application No:   |
| 12 September 2012                    | 12/00146/FUM <u>as amended by 14/00439/NMA and 14/00440/NMA</u> |

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Proposal: Zone 1 (first detailed phase) land bounded by Leyton Road and Henrietta Street and including Wheelers Public House.

Application for full planning permission for mixed use development: six buildings between three and ten storeys providing 173 residential units (Use Class C3) and 1,161 sq m of commercial floorspace (Use Class A1-A3, B1, D1 and D2) plus car and cycle parking and temporary vehicle access and including all related ancillary facilities (storage, management facilities and plant), access, open space and landscaping, infrastructure and engineering works.

Zones 2-5:

Application for outline permission (all matters reserved) for mixed use development providing up to 863 residential units (equating to up to 112,800 sq m of residential floorspace) (Use Class C3) and up to 6900 sq m of commercial floorspace (Use Class A1-A3, B1, D1, D2) with open space and landscaping, ancillary facilities, related infrastructure and engineering works and vehicle access from Alma Street, Leyton Road and Henrietta Street.

**Location:**

Site Known As Chobham Farm Comprising Land Bounded To The East By Leyton Road, To The West By Lea Valley Railway Line, To The South By Channel Tunnel Rail Link Box And To The North By Temple Mills Lane.



## Part II - Particulars of Decision

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

### Conditions/Reasons/Informatives:

Annex 1– Zonal Masterplan specification

Annex 2– Reserved Matters specification

Annex 3– Environmental Statement: mitigation table

### Definitions:

"BAP Habitat" means the type and quality of space and features to support the priority habitats and species outlined in the Olympic Park Biodiversity Action Plan 2008 (as shall be amended and/or replaced pursuant to the requirements of the Section 106 Agreement)

"Blue Badge Car Parking" means parking provision for any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) (Amendment no.2) Regulations 2007 (or any superseding legislation)

"Car Club" means a club or clubs which residents and employees of the Development may join and which will provide cars available for hire to members

"CHP" means combined heat and power

"Commencement" means commencing the Development as defined in Section 56(4) of the Act, and "Commenced" and "Commence" shall be construed accordingly

"Common Areas" means the common areas within the Site which shall include public and communal realm, highways, footpaths and cycleways (adopted and unadopted) and infrastructure provided as part of the Development and any Zones awaiting development pursuant to this permission. The term includes all areas within any building comprised within the Development which are used in common by occupiers and users of such buildings.

"Development" means the development authorised by this permission as amended by 14/00439/NMA and 14/00440/NMA and set out in Part 1 of this permission

"Enabling Works" means (i) surveying; (ii) environmental and hazardous substance testing and sampling (including the making of trial boreholes, window sampling and test pits in connection with such testing and sampling); (iii) soil tests; (iv) pegging out; (v) tree protection; (vi) archaeological investigation; (vii) demolition and removal of buildings and other structures on the Site (viii) Remediation Works

"Family Housing Units" means residential units with 3 or more bedrooms

"Home Zones" means: residential streets or thoroughfares with surfaces shared by pedestrians, cyclists and vehicles and designed to favour pedestrian and non vehicular access with traffic flow infrequent and slow moving-

"Human Health Protection Layer" means a final layer of clean material placed after remediation

"Illustrative Reconciliation Masterplan" means a two dimensional illustrative masterplan to be submitted with each application for approval of a ~~Zonal Masterplan and a Sub-Zonal Masterplan~~ and (unless otherwise agreed by the Local Planning Authority) Reserved Matters Application which shall illustrate the proposal in the context of any Zonal Masterplans, ~~Sub-Zonal Masterplans~~ and Reserved Matters approved or submitted for approval at the date of the relevant application, together with emerging design proposals for other ~~PDZs, SPDZs and Development Parcels~~Zones

"Local Planning Authority" means the London Legacy Development Corporation or any successor body in either case acting as a planning authority for the area within which the Site is located

"Locally Adopted Offset Solutions" means any offsetting arrangement formally adopted by the Local Planning Authority under London Plan Policy 5.2 or any replacement London Plan policy

"Masterplan" means the detailed and outline permissions hereby granted covering Zones 1, 2, 3, 4 and 5-

"National Allowable Solutions" means any offsetting arrangement contained in policy that may be brought forward by the Government on Zero Carbon to enable Zero Carbon objectives to be met

"Non-residential uses" means floorspace within the following use classes: A1-3 (retail), B1 (employment), D1 (community uses) and D2 (leisure)-

"Occupation" means use for the purposes permitted by the planning permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations-

"Off Site Hierarchy" means a hierarchy where On Plot carbon reduction measures are preferred, followed by ~~On-on~~-Site carbon reduction measures (where near On Plot measures are preferable to measures which are further from the On Plot) and then ~~Off-off~~-Site carbon reduction measures (where near Site measures are preferable to measures which are further from the Site)

"Offset Solutions" means, prior to Locally Adopted Offset Solutions or National Allowable Solutions being adopted, a scheme or schemes for carbon reduction prepared in accordance with the Off Site Hierarchy and agreed with the Local Planning Authority in consultation with the Host Boroughs and having regard to relevant GLA policy or, if no such policy, having regard to the contents of the Zero Carbon Hub report entitled "Allowable Solutions for Tomorrow's New Homes: Towards a Workable Framework Dated July 2011"

"On Plot" means within the site of the relevant Reserved Matters application

"Open Space Management Plan" means a detailed plan for the delivery and layout of the Publicly Accessible Open Space within a Zone and containing the maintenance and management arrangements for such Open Space;

"Publicly Accessible Open Space" means areas of coherent open space which are accessible to members of the public (and which may include cycle parking and areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space. Publically Accessible Open Space may include home zone areas where approved hard and soft landscaping, public realm and traffic and parking management details demonstrate that the area can effectively be used as shared space where pedestrians have priority.

"Site" means the whole of the site enclosed within the 'red line' shown on the plans with reference PP005Rev F and P01Rev B

"Site Wide Phasing" means the anticipated Phasing of the Development set out at ~~1.9~~ paragraph 2.3 of the Planning Statement Addendum dated ~~May 2013~~ October 2014

"Substantial Commencement" means carrying out the Development up to but not exceeding the provision of the foundations and ground floor slabs of any building comprised within the Development.

"Sustainability Planning Policies" means national, London-wide, local and neighbourhood planning policies relating to sustainability, including without limitation policies relating to energy demand and supply, carbon emissions, waste and materials, water supply and demand and climate resilience;

"Wheelchair Adaptable Housing" means housing which meets the basic design considerations and checklist of key features set out in the Mayor of London's "Best Practice Guidance for Wheelchair Accessible Housing – Designing homes that can be easily adapted for residents who are wheelchair users" published in September 2007 as may be updated or replaced from time to time

"Zero Carbon" means zero Regulated Emissions

"Zonal Masterplan" or "ZMP" means a masterplan in relation to each Zone setting out the matters described in the Zonal Masterplan Specification

"Zone" means a zone of the development as shown on plan reference PP001 Rev ~~EE~~

### **Note on Interpretation**

Conditions numbered AZ.1 to AZ.106 apply to **All Zones** that is the Development as a whole. Where it is expressly stated, Conditions may be discharged by submission for an individual Zone or sub zone. See also Informative 1 in respect of site wide documents.

Conditions numbered OZ.1 to ~~OZ.19~~ OZ.20 apply to the **Outline Zones** only that is **Zones 2, 3, 4 and 5**. Where it is expressly stated, Conditions may be discharged by submission for an individual Zone or sub zone.

Conditions numbered DZ.1 to DZ.6 apply to the **Detailed Zone** only that is **Zone 1**. Submissions may be made on a sub zone basis unless otherwise stated.

Where a Condition is being discharged on a Zone or sub zone basis, any pre-Commencement requirement shall apply separately to each Zone or sub zone, depending on the discharge arrangement selected.

Any agreement or approval by the Local Planning Authority shall be given in writing.

**The following conditions are applicable to All Zones (may be discharged on a zonal basis where stated):**

#### **Approvals in writing**

**AZ.1** Any application or submission for any other approval pursuant to these Conditions shall be made in writing to the Local Planning Authority.

Reason: To ensure that a proper record is kept.

#### **Notice of Commencement**

**AZ.2** No Development shall be ~~commenced~~ Commenced in any Zone until written notice of intention to Commence the Development in that Zone has been given to the Local Planning Authority. The notice required by this Condition shall only be given in circumstances where there is a genuine prospect of Development in that Zone being ~~commenced~~ Commenced within 28 days of the notice, and the notice shall confirm and provide evidence that this is the case.

Reason: To ensure satisfactory compliance with this permission.

#### **Development in accordance with Environmental Statement**

**AZ.3** The Development (including all Reserved Matters and other matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in Annex 3 unless otherwise provided for in any of these Conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

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

### **CONSTRUCTION**

#### **Code of Construction Practice**

**AZ.4** The Development shall not be Commenced until a Site Wide Code of Construction Practice has been submitted to and approved by the Local Planning Authority. An updated version of the Site Wide Code of Construction Practice to reflect any changes in policy or best practice guidance shall be submitted to the Local Planning Authority for approval no less frequently than once every three years. The Site Wide Code of Construction Practice and the updates there to shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The Site Wide Code of Construction Practice and the updates thereto shall include proposals for the following:

- Safeguarding of buried services
- Location and height of any proposed spoil stockpiles

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

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts and because construction and demolition activities could

pose a risk to the safety, security and operation of High Speed 1 and in accordance with London Plan policies 5.18, 7.14, 7.15; London Borough of Newham Core Strategy policy INF3; London Borough of Newham saved UDP policy EQ45;

### **Construction Transport Management Plan**

**AZ.5** The Development shall not be Commenced until a Site Wide Construction Transport Management Plan (CTMP) has been prepared in consultation with the Local Planning Authority, local highway authorities, High Speed 1, Network Rail, Transport for London and the emergency services and such CTMP has been submitted to and approved by the Local Planning Authority. An updated version of the CTMP reflecting any changes and details of the development known at the time and any updated policy or best practice guidance shall be submitted to the Local Planning Authority for approval in consultation with the agencies referred to above no less frequently than once every three years. The objectives of the CTMP shall be to:

1. minimise the level of road based construction traffic through the promotion of sustainable transport options, where feasible
2. minimise the impact of road based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation;
3. identify highway works required to accommodate construction traffic;
4. minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking; and
5. assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity.

The Site Wide CTMP shall include as a minimum the following information:

1. the arrangements for liaison with the relevant highway authorities, emergency services and rail infrastructure providers;
2. the method for applying for approvals for ~~Off~~ off-Site highway works;
3. road closures implementation and management
4. the provision of rail facilities for the movement of construction materials where feasible, taking into account material loads suitable for movement by rail and logistical and other requirements (such as statutory consultee requirements) to facilitate the movement of materials by rail;
5. direction signing to worksites;
6. emergency access protocols and internal road naming conventions;
7. workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce;
8. rail station capacities and rail line blockades which may require alternative workforce travel arrangements;
9. designated routes for large goods vehicles and dealing with abnormal loads;
10. highway enabling schemes for access to and from the construction sites;
11. position and operation of cranes / Mobile Elevating Work Platforms
12. off-Site parking issues;
13. Control of and limits on parking spaces Site Wide for construction workers' motor cars and vans used to travel to the Site, but to which access is not otherwise required when the vehicle is on the Site;
14. provision for walking and cycling;

15. lorry holding areas;
16. driver standards and enforcement within the construction sites and on the highway;
17. monitoring;
18. dealing with complaints and community liaison; and
19. guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module.

Prior to the start of works in any zone, details of temporary errant vehicle protection measures during the construction phase shall be submitted in writing for approval by the Local Planning Authority in consultation with High Speed 1.

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

Reason: To ensure that the construction of the Development minimises its environmental impacts; because no vehicle containment barriers exist alongside the track at the location of the development and construction vehicles could breach the railway boundary fence with potential serious risk to the safety of High Speed 1 infrastructure and operations; to avoid obstruction of emergency access routes to and from High Speed 1 and minimise inconvenience arising through inconsiderate parking and in accordance with London Plan policies 6.14, 7.26 and London Borough of Newham saved UDP policy EQ45;

#### **Construction Waste Management Plan**

**AZ.6** The Development shall not be Commenced until a Site Wide Construction Waste Management Plan (CWMP) has been submitted to and approved by the Local Planning Authority. The objectives of the CWMP shall be to ensure all waste arising from the construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The CWMP shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of construction. The CWMP shall include as a minimum the following information:

1. classification of all waste including hazardous waste according to current legislative provisions;
2. performance measurement and target setting against estimated waste forecasts;
3. reporting of project performance on quantities and options utilised;
4. measures to minimise waste generation;
5. opportunities for re-use or recycling;
6. provision for the segregation of waste streams on the Site that are clearly labelled;
7. licensing requirements for disposal sites;
8. an appropriate audit trail encompassing waste disposal activities and waste consignment notes;
9. measures to avoid fly tipping by others on lands being used for construction. Returns policies for unwanted materials;
10. measures to provide adequate training and awareness through toolbox talks; and
11. returns policies for unwanted materials.

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

Reason: To ensure that the construction of the Development minimises its environmental impacts in accordance with London Plan policy 5.18 and London Borough of Newham Core Strategy policy INF3

### Hours of work

- AZ.7** There shall be no demolition or construction work outside the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 on Saturdays nor at any time on Sundays or on Bank or Public Holidays without the prior written approval of the Local Planning Authority. Construction work audible at the façade of any noise sensitive premises may only take place outside these permitted hours of work where these works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To protect the amenities and environment of residents and other sensitive receptors in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policy EQ45

### Approval of ~~On~~-Site Construction Facilities

- AZ.8** Before any of the following construction facilities is installed, or brought into use on the Site, details of the siting and dimensions of that construction facility shall be submitted to and approved by the Local Planning Authority:

1. prefabricated buildings greater than two storeys or a footprint of 200sqm within 100m of the boundary of the Site;
2. concrete batching plant;
3. waste sorting and despatch facilities; and
4. parking areas for more than ten contractors' plant or vehicles within 100m of the Site boundary.

Reason: To protect the amenities and environment of residents and other sensitive receptors in accordance with London Plan policies 7.14 and 7.15 and London Borough of Newham saved UDP policy EQ45;

### Relocation of site construction facilities

- AZ.9** If, following approval, any of the facilities approved under AZ.8 needs to be moved, the Local Planning Authority shall be given 14 days notice of any intended move. Unless the Local Planning Authority gives notice to the contrary within that period, the move can take place.

Reason: To protect the amenities of local residents and others in accordance with London Plan policies 7.14 and 7.15 and London Borough of Newham saved UDP policy EQ45.

### Inspection of construction work

- AZ.10** Development in each Zone shall not be Commenced until a scheme for the inspection and monitoring of the quality of construction work for that Zone has been submitted to and approved by the Local Planning Authority. All construction work shall be monitored and inspected in accordance with the approved scheme. This condition may be discharged on a ~~zonal~~-Zonal basis.

Reason: To ensure that a high quality of construction and detailing is achieved to secure a high quality built environment in accordance with London Plan policy 7.5 and London Borough of Newham Core Strategy policy SP3

### Fencing

- AZ.11** Development in each Zone or subzone shall not be Commenced until details of any perimeter security fencing or construction fencing or hoardings to be erected for that Zone or subzone, including their location, height, form of construction and the intended length of time it will remain in place, have been submitted to and approved by the Local Planning Authority. This Condition may be discharged on a Zonal or sub zonal ~~or subzonal~~-basis provided any ~~subzonal~~-sub zonal boundary is agreed in writing by the Local Planning Authority.

Reason: To ensure that the environmental or other impacts of the security fencing are minimised in accordance with London Plan policy 7.5 and London Borough of Newham Core Strategy SP3

### **Temporary highway access**

**AZ.12** Before any new temporary vehicular access to a highway is brought into use, details of that access shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure highway safety and the amenity of local residents in accordance with; London Borough of Newham Core Strategy INF2; London Borough of Newham saved UDP policy T14.

### **Construction delivery arrangements**

**AZ.13** All deliveries to the Site or removal of materials from the Site shall take place during the hours and in the manner specified in the Site Wide Construction Transport Management Plan.

Reason: To protect the amenities and environment of local residents and others in accordance with London Plan policies 7.14 and 7.15 and London Borough of Newham saved UDP policy EQ45;

### **Construction dust**

**AZ.14** Development in each ~~zone~~ Zone shall not be Commenced until a scheme for dust monitoring, assessment and mitigation for all construction activities in that Zone has been submitted to and approved 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 November 2006 (as may be updated from time to time) and shall include:

1. 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;
2. The frequency and other arrangements for dust monitoring; and
3. The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

This Condition may be discharged on a Zonal basis.

The scheme shall be implemented in accordance with the approved details

Reason: To protect the amenities of local residents and occupiers of other buildings in accordance with London Plan policy 7.14 and London Borough of Newham saved UDP policy EQ45

### **Construction noise and vibration**

**AZ.15** Development in each Zone shall not be Commenced until a scheme for noise monitoring, assessment and mitigation for all construction plant and processes for that Zone has been submitted to and approved by the Local Planning Authority. The scheme shall include:

1. The identification of noise sensitive premises to be used as the location for noise monitoring, including any arrangements proposed for amending the selected locations if new noise sensitive premises are introduced during the construction period;
2. The noise parameters to be measured and the circumstances when continuous monitoring will be undertaken;
3. The arrangements for reporting the results of noise monitoring to the Local Planning Authority;
4. The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and



- 5.** The arrangements for implementing mitigation measures for sensitive premises during construction.

This Condition may be discharged on a Zonal basis.

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

Reason: To protect the amenities of local residents and other sensitive receptors in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policy EQ45 and to ensure that vibration does not prejudice safety, operation and structural integrity of High Speed 1.

#### **Noise residential**

- AZ.16** Noise levels at any occupied residential property due to construction or demolition shall not exceed 75dB LAeq (10 hour) measured at 1m from the façade of the nearest occupied property, during the hours from 08:00 to 18.00 Monday-Friday, 75dB LAeq (5 hour) during the hours from 08:00 to 13:00 on Saturday except with the prior approval of the Local Authority, under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policy EQ45

#### **Noise educational**

- AZ.17** Noise from construction work shall give rise to noise levels no higher than 65dB LAeq (1 hour) and 70dB LAeq (1 minute) at any educational premises measured at 1m from the façade of the building during school hours in term time, except with the prior written approval of the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policy EQ45

#### **Impact piling**

- AZ.18** No impact piling shall take place unless it has the prior written approval of the Local Planning Authority and takes place in accordance with the terms of any such approval, or in accordance with a consent issued under s61 of the Control of Pollution Act, 1974. In addition no impact piling shall take place until a piling method statement (detailing the type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water and High Speed 1 and/or Network Rail as appropriate. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

To avoid, wherever possible, unnecessary noise from piling operations in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policy EQ45 and because the proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility and transport infrastructure.

#### **Vibration**

- AZ.19** Development in each zone shall not be Commenced until a schedule of premises containing people or equipment potentially sensitive to disturbance from vibration or any buildings potentially at risk of damage from vibration (in each case caused by construction operations on the Site) for that Zone has been submitted to and approved by the Local Planning Authority. This shall be

accompanied by proposals for monitoring vibration levels, where necessary, ensuring that, as far as practicable, vibration levels do not exceed the thresholds set out in the approved Code of Construction Practice and that appropriate mitigation or remedial measures are to be employed. The proposal shall be implemented in accordance with the approved details. This Condition may be discharged on a Zonal basis.

Reason: To ensure that best practicable means are used to avoid damage or nuisance from vibration during construction; to ensure that vibration does not prejudice safety, operation and structural integrity of High Speed 1 and Network Rail in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policy EQ45

### **Demolition and Site waste management strategies**

**AZ.20** The Development shall not be Commenced until a Site Wide Demolition and Site Waste Management Strategy has been submitted to and approved by the Local Planning Authority. The Site Wide Demolition and Site Waste Management Strategy shall be in accordance with the Site Wide Code of Construction Practice and prepared in consultation with the Environment Agency and shall be substantially in accordance with site waste management planning policies current at the date of its submission. It shall contain as a minimum the following information:

- 1 waste minimisation and recycling targets;
- 2 waste forecast from the demolition activities and from the proposed buildings and infrastructure works;
- 3 waste management options, waste minimisation opportunities and design for materials resource efficiency;
- 4 a statement of compliance with government regulations for site waste management current at the date of submission and a statement of substantial compliance with planning policies current at the date of submission (including London Plan and the Minerals and Waste Development Framework and Code for Sustainable Homes);
- 5 opportunities to eliminate, reduce, reuse, recycle and recover materials;
- 6 waste minimisation opportunities through design (design out waste), construction and lean operations;
- 7 control processes and mitigation procedures for storing waste and transporting it off the Site;
- 8 details of the provision of facilities for ~~On-on~~ Site treatment of contaminated soils and stockpiling of material for use in later phases of the Development;
- 9 details of facilities for ~~On-on~~ Site storage of construction and demolition wastes pending re-use, recycling or collection for management ~~Off-off~~ Site;
- 10 a statement as to how all demolition work will be carried out substantially in accordance with the ICE Demolition Protocol, and the GLA/London Council's guidance on 'The Control of Dust and Emissions for Construction and Demolition' 2006; and
- 11 a statement as to how assessments of the recycled content (by value) will be undertaken.

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

Reason: To minimise waste generated by the construction of the Development and ensure that high standards of sustainability are achieved in accordance with London Plan policies 5.18 and 5.20 and London Borough of Newham Core Strategy policy INF3

### **Sustainable construction**

**AZ.21** Prior to the Commencement of Development in any Zone a statement shall be submitted for approval to the Local Planning Authority which shall set out how the development in that Zone will seek to achieve the following:

1. ~~4~~-A 95% reduction in total construction, demolition and excavation waste sent to landfill by way of reuse, recycling and recovery and zero construction, demolition and excavation waste to landfill by 2020;
2. ~~2~~-Not less than 90% of waste, by weight, arising from demolition works shall be re-used or recycled;
3. ~~3~~-Not less than 20% of construction materials, by value shall be from a reused, recycled source or certified/accredited sustainable source; and
4. ~~4~~-Not less than 25% of aggregate, by weight, used in the permanent works shall be from a recycled source;

In the event that the statement concludes that the percentage requirements set out above will not be achieved, the statement shall set out the reasons why they cannot be achieved and propose alternative targets for approval.

The Development shall be carried out in accordance with the approved statement.

Reason: To minimise waste generated by the construction of the Development and ensure that high standards of sustainability are achieved in accordance with London Plan policies 5.3, 5.18 and 5.20 and London Borough of Newham Core Strategy policy INF3 and SC1.

### Surface water drainage

**AZ.22** No Development shall be Commenced in any Zone until a surface water drainage and sewer flooding scheme based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the Development in that Zone has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include as a minimum:

1. a detailed surface water drainage scheme, based on the agreed Flood Risk Assessment (FRA) for Chobham Farm, compiled by ENVIRON, dated 10 May 2013, Project Number UK11-17240 (Issue 4 Final). The scheme shall include a restriction in run-off and surface water storage on ~~site~~ Site as outlined in the FRA.
2. details of critical storm events that exceed the capacity of the proposed drainage system, in particular 1 in 100 (1%) plus an allowance for climate change at a 30% sensitivity test level;
3. details of sustainable drainage (SUDS) techniques, including in car parking areas;
4. measures to ensure that any storm water flows are properly attenuated where required before discharge into any public sewer or watercourse;
5. measures to ensure that no untreated foul water discharges into watercourses;
6. provision of trapped gullies and oil interceptors; and
7. details of a maintenance programme.

The surface and foul water drainage relevant to each Zone shall subsequently be implemented in accordance with the approved scheme before the completion of Development in each Zone and thereafter maintained.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and to improve habitat and amenity in accordance with policies 5.12 and 5.13 of the London Plan, policies SC1 and SC3 of the London Borough of Newham Core Strategy and policy CS18 of the London Borough of Newham UDP.

### Surface water infiltration

**AZ.23** No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The ~~development~~ Development shall be carried out in accordance with the approval details.

Reason: Soakaways or other surface water infiltration systems can provide pathways for contamination to reach vulnerable groundwater and should not therefore be located in contaminated areas of the site. This is to prevent pollution of the sensitive groundwater aquifers in this location given the historical industrial and commercial activities on site and confirmed contamination of the soil and groundwater and is supported by Policy SC1 Climate Change of Newham's Core Strategy.

## CONTAMINATION AND REMEDIATION

### **Intrusive Investigation Method Statement**

- AZ.24** Remediation or development ground works shall not be commenced until an Intrusive Investigation Method Statement (IIMS) which relates to the proposed intrusive ground investigations including the locations of such investigations to be undertaken to inform Remediation Strategy development, has been submitted to and approved by the Local Planning Authority. This condition may be discharged on Zonal basis. The investigations shall be undertaken and completed in accordance with the approved details.

Reason: To ensure that all Remediation Works are properly carried out and because such information is required in order to ensure that the borehole or trial pit is at an acceptable vertical and horizontal distance from High Speed 1 Temple Mills Chord so that it does not compromise the integrity, safety or operation of High Speed 1 and in accordance with London Plan policy 5.21 and LB Newham saved UDP policy EQ49.

### **Site Specific Remediation Strategy**

- AZ.25** Remediation works in a Zone shall not be commenced until a detailed Site Specific Remediation Strategy (SSRS) covering the relevant Zone and the proposed development and which covers the strategy for the remediation of that Zone, has been submitted to and approved by the Local Planning Authority. Within 12 weeks of remediation commencing, any additional site investigations undertaken, not detailed in the IIMS or its addendum, are to be reported in the relevant SSRS or Remediation Method Statement (RMS) with a full review and update of the outline conceptual site model. This condition may be discharged on a Zonal basis. The Development shall be carried out in accordance with the approved details.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21 and LB Newham saved UDP policy EQ49.

### **Remediation Method Statements**

- AZ.26** Remediation works shall not be commenced in any Zone until the Remediation Method Statement (RMS) for that Zone and which covers the RMS for the new development approved by this permission has been submitted to and approved by the Local Planning Authority. The RMS must detail remediation treatment methods and the proposed verification plan. Monthly progress reports, or at a frequency otherwise agreed, shall be submitted to the Local Planning Authority during the remediation works. The progress reports must detail validation non-compliances and proposed corrective action. This condition may be discharged on a Zonal basis. The Development shall be carried out in accordance with the approved details.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21 and LB Newham saved UDP policy EQ49.

### **Validation of Remediation Works**

- AZ.27** Validation of remediation works must be demonstrated within one month of works completing on the relevant Zone. When all remediation works are complete within the site, a consolidated

Validation Report drawing together the Zonal validations, shall be submitted to the Local Planning Authority. This shall include detailed topographic mapping of the as-built ground levels and cover layer system and all other appropriate lines of evidence required to demonstrate the adequate completion of the remediation works. This condition may be discharged on a Zonal basis. Validation and may also be submitted on a sub zonal basis provided that the sub zonal boundaries are agreed in writing as part of the Zonal Remediation Method Statement. When all remediation works necessary for the protection of human health and controlled waters are completed within any Zone, a consolidated validation report drawing together the sub zonal validations shall be submitted to the Local Planning Authority for approval.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21 and LB Newham saved UDP policy EQ49.

### **Protection and Validation of Remediation**

**AZ.28** Before commencement of the remediation or development ground works in any Zone, adequate evidence demonstrating that any previous Olympic remediation works will be protected during future remediation works, where required, must be presented to the Local Planning Authority for approval. Any protection of the completed remediation works needed during the construction phase must also be presented before commencement of those works. The **development** Development shall be carried out in accordance with any approvals pursuant to this condition.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21 and LB Newham saved UDP policy EQ49.

### **Remediation monitoring**

**AZ.29** Approved post-remediation monitoring and maintenance of the remediated land shall continue, as set out in the validation reports, until such dates or events as are approved by the Local Planning Authority.

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21 and LB Newham saved UDP policy EQ49.

### **Unexpected contamination**

**AZ.30** If at any time during the construction of the **SiteDevelopment**, contamination is encountered in a Zone which was not previously identified or treated or has been brought to the surface by construction activity, construction work in that Zone shall not proceed (except to the extent that it would not further disturb that contamination) until a Remediation Change Note, containing an assessment of that contamination and a scheme and timetable to contain, treat or remove it has been submitted to and approved by the Local Planning Authority and any necessary remediation has been carried out.

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters and to accord with London Plan policy 5.21 and LB Newham saved UDP policy EQ49.

### **Quality of imported fill**

**AZ.31** No soils or infill materials (including silt dredged from watercourses and crushed concrete or other aggregates), shall be imported onto the Site until it has been satisfactorily demonstrated that they present no risk to human health, planting and the environment. Documentary evidence to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results, shall be submitted to and approved by the Local Planning Authority prior to that import. The import onto the Site of material classified as 'waste' is only acceptable with the prior approval of the Local Planning Authority.

Reason: To ensure that no contaminated material is brought onto Site and to accord with London Plan policy 5.21 and LB Newham saved UDP policy EQ49.

### Foundation details

**AZ.32** Before the construction of each building or other structure requiring foundations is commenced, details of the foundations, which shall include as a minimum:

1. a method statement for any piling;
2. the means by which previously installed remediation measures, including in particular and without limitation the Human Health Protection Layer, are to be safeguarded and the integrity maintained;
3. a gas/vapour assessment to identify any measures necessary to prevent ingress of gaseous contaminants into that building or structure or the contamination of controlled waters; and
4. demonstration that there is no resultant unacceptable risk to groundwater or increase in the risk of near-surface pollutants migrating into deeper geological formations and aquifers

shall be submitted to and approved by the Local Planning Authority. The approved details shall thereafter be implemented during the construction of the Development (or relevant part thereof).

Reason: To avoid risk to human health or contamination of controlled waters and to ensure that loads on, and settlement of, High Speed 1 tunnels, structures, track and other infrastructure do not prejudice the safety or operation of High Speed 1 and in accordance with London Plan policy 5.21 and London Borough of Newham saved UDP policy EQ49.

### Piling and groundwater impacts

**AZ.33** Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the ~~site~~ Site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The ~~development~~ Development shall be carried out in accordance with the approved details.

Reason: Piling activities have the ability of causing contaminated soil from upper levels to migrate to lower levels where vulnerable groundwater may exist. A Piling Risk Assessment is required to demonstrate that the piling type and methodology will mitigate against these risks. In addition, the methodology needs to demonstrate that the integrity of any remediation works will be protected. This is to prevent pollution of the sensitive groundwater aquifers in this location given the historical industrial and commercial activities on ~~site~~ Site and confirmed contamination of the soil and groundwater and is supported by Policy SC1 Climate Change of Newham's Core Strategy adopted 2012.

## SUSTAINABILITY

### Residential

#### **Code for Sustainable Homes**

**AZ.34** All dwellings shall achieve at least Level 4 of the Code for Sustainable Homes with a minimum overall credit level score of 75 for each dwelling and the minimum number of credits to be achieved in respect of each category of the Code for Sustainable Homes shall be as set out in the table below:

| No   | CfSH category         | Minimum number of credits to be achieved |
|--|-----------------------|--|
| 1  | Energy                | 22                                       |
| 2  | Water                 | 3  |
| 3  | Materials             | 14                                       |
| 4  | Surface Water Run Off | 1  |
| 5  | Waste                 | 7  |
| 6  | Pollution             | 1  |
| 7  | Health and wellbeing  | 6  |
| 8  | Management            | 9  |
| 9  | Ecology               | 5  |
| Total  |                       | 69                                       |
| Credits to be achieved flexibly across the CfSH categories |                       | 7  |
| <b>Minimum total number of credits required</b>            |                       | <b>75</b>                                |

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2 and 5.3 and London Borough of Newham Core Strategy policy SC1.

#### **Code for Sustainable Homes - certification**

**AZ.35** No residential unit shall be Occupied until a final Code Certificate has been issued for it certifying that at least Code Level 4 (with the minimum credit levels set out in Condition AZ.37) has been achieved. In the event that the Code for Sustainable Homes scheme is abolished or replaced, the following requirements shall apply:

- (a) the aforementioned Code Level 4 certificate shall be required in respect of any residential unit for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement, and such certificate shall be required prior to the Occupation of any such residential unit;
- (b) the aforementioned Code Level 4 certificate shall continue to be required in respect of any residential unit for which Reserved Matters are lodged in the period:
  - (i) commencing with the date of such abolition or replacement; and
  - (ii) ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing and certifying that the sustainability performance of residential units

is at least equivalent to Code Level 4 (with the minimum credit levels set out in Condition AZ.36) (for the purposes of this Condition only, the "Alternative Certification"),

and such Code Level 4 certificate shall be required prior to the Occupation of any such residential unit;

- (c) a certificate in the form identified as part of the Alternative Certification shall be required in respect of any residential unit for which Reserved Matters are lodged following the Approval Date, and such certificate shall be required prior to the Occupation of any such residential unit (and the requirement for a Code Level 4 certificate shall not apply to such residential unit).

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2 and 5.3 and London Borough of Newham Core Strategy policy SC1.

### **Water efficiency**

- A.36** All dwellings shall incorporate water efficient fixtures and fittings to reduce potable water use to 105 litres or less per person per day.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.3 and 5.15 and London Borough of Newham Core Strategy policy SC1.

### **Fabric Energy Efficiency Standards**

- AZ.37** All residential buildings shall be built to meet as a minimum the Fabric Energy Efficiency Standards (FEES) for domestic dwellings set out in the Code for Sustainable Homes Technical Guide November 2010 (specified as mandatory for Levels 5 and 6) as if those standards were adopted into policy at the date of this permission. Following the adoption of those standards into policy residential buildings shall be built to meet as a minimum such standards as shall apply at the time of such construction. In the event that the FEES scheme is abolished or replaced the following requirements shall apply:

- (a) the aforementioned standards shall be required in respect of any residential building for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement;
- (b) the aforementioned standards shall continue to be required in respect of any residential building for which Reserved Matters are lodged in the period:
- (i) commencing with the date of such abolition or replacement; and
  - (ii) ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing that the fabric efficiency performance of residential buildings is at least equivalent to the aforementioned standards (for the purposes of this Condition only, the "Alternative Certification");
- (c) the standards identified as part of the Alternative Certification shall be required in respect of any residential building for which Reserved Matters are lodged following the Approval Date, and FEES shall no longer apply to such residential buildings.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2 and 5.3 and London Borough of Newham Core Strategy policies SC1 and SC2.



## Non residential

### **BREEAM – education etc uses**

**AZ.38** Prior to Commencement of construction of any building (or part of building) to be provided as part of the Development for education, health and/or nursery uses, evidence shall be submitted to the Local Planning Authority that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the building (or part of building) can achieve at least an “excellent” final BREEAM rating.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15 and London Borough of Newham Core Strategy policies SC1 and SC2.

### **BREEAM – education etc uses certification**

**AZ.39** No building (or part of building) provided as part of the Development for education, health and/or nursery uses shall be Occupied until a final certificate has been issued certifying that BREEAM rating “excellent” or better has been achieved for the relevant building (or part of building).

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15 and London Borough of Newham Core Strategy policies SC1 and SC2.

### **BREEAM – D1, D2, B1 uses**

**AZ.40** Prior to Commencement of construction of any building (or part of building) to be provided as part of the Development for community or cultural uses within Use Class D1 (other than those uses specified in Condition ~~AZ.35~~[AZ.38](#)), leisure uses within Use Class D2, business and employment uses within Use Class B1 evidence shall be submitted to the Local Planning Authority that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the building (or part of building) can achieve at least an “excellent” final BREEAM rating.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15 and London Borough of Newham Core Strategy policies SC1 and SC2.

### **BREEAM – D1, D2, B1 uses certification**

**AZ.41** No building (or part of building) provided as part of the Development for community or cultural uses within Use Class D1 (other than those uses specified in Condition ~~AZ.35~~[AZ.39](#)), leisure uses with Use Class D2 and / or business and employment uses within Use Class B1 shall be Occupied until either:

- (a) a final certificate has been issued certifying that BREEAM rating “excellent” or better has been achieved for the relevant building (or part of building); or
- (b)
  - (i) a report has been submitted to and approved by the Local Planning Authority detailing those BREEAM “excellent” credits that have been achieved and a justification as to why it has not been possible to achieve full BREEAM “excellent” certification; and
  - (ii) a final certificate has been issued certifying that BREEAM rating “very good” or better has been achieved for the relevant building

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15; and London Borough of Newham Core Strategy policies SC1 and SC2;

#### **BREEAM – A1-A3 uses**

**AZ.42** Prior to Commencement of construction of any building (or part of building) within Use Class A1-A3 either:

- (a) evidence shall be submitted to the Local Planning Authority that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the building (or part of building) can achieve at least an “excellent” final BREEAM rating; or
- (b) (i) a report shall be submitted to and approved by the Local Planning Authority detailing those BREEAM “excellent” credits that can be achieved and a justification as to why it is not possible to achieve full BREEAM “excellent” rating; and  
(ii) evidence shall be submitted to the Local Planning Authority that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the building (or part of building) can achieve at least an “very good” final BREEAM rating

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15 and London Borough of Newham Core Strategy policies SC1 and SC2.

#### **BREEAM – A1-A3 uses certification**

**AZ.43** No building (or part of building) within Use Class A1-A3 shall be Occupied until either:

- (a) a final certificate has been issued certifying that BREEAM rating “excellent” or better has been achieved for the relevant building (or part of building); or
- (b) (i) a report has been submitted to and approved by the Local Planning Authority detailing those BREEAM “excellent” credits that have been achieved and a justification as to why it has not been possible to achieve full BREEAM “excellent” certification; and  
(ii) a final certificate has been issued certifying that BREEAM rating “very good” or better has been achieved for the relevant building (or part of building)

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15 and London Borough of Newham Core Strategy policies SC1 and SC2.

#### **BREEAM replacement certification**

**AZ.44** In the event that BREEAM rating system is abolished or replaced, the following requirements shall apply:

- (a) the evidence, reports and certificates required pursuant to Conditions ~~AZ 35-39~~ [AZ 38-43](#) shall be required in respect of any building (or part of building) for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement, and such evidence, reports and certificates shall be required prior to the Commencement or Occupation (as applicable) of any such building (or part of building);
- (b) the aforementioned evidence, reports and certificates shall continue to be required in respect of any building (or part of building) for which Reserved Matters are lodged in the period:
  - (i) commencing with the date of such abolition or replacement; and

- (ii) ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing and certifying that the sustainability performance of buildings is at least equivalent to the minimum requirements set out in Conditions ~~AZ-35-39~~ AZ-38-43 (for the purposes of this Condition only, the "Alternative Certification"),

and such evidence, reports and certificates shall be required prior to the ~~commencement~~ Commencement or Occupation (as applicable) of any such building (or part of building);

- (c) evidence, reports and/or certificates in the form identified as part of, and by the triggers outlined in, the Alternative Certification shall be required in respect of any building (or part of building) for which Reserved Matters are lodged following the Approval Date (and the requirement for the evidence, reports and certificates pursuant to Conditions ~~AZ-35-39~~ AZ-38-43 shall not apply to such buildings (or part of buildings)).

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3 and 5.15 and London Borough of Newham Core Strategy policies SC1 and SC2.

### Water meters

- AZ.45** All non-residential units shall be fitted with water meters at the time of construction and shall meet as a minimum BREEAM 2011 Credit Wat 2 requirements.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policy 5.15 and London Borough of Newham Core Strategy policy SC1.

### Renewable energy

- AZ.46** All buildings within the Development shall achieve a 20% reduction in regulated CO2 emissions through the use of ~~On-on~~ Site renewable energy generation sources, such reduction to be calculated across all buildings Site Wide. The reduction can include that attributable to the biomass boiler generation in any off-site ~~Site~~ Combined Heat and Power (CHP) plant that the Development is connected to and which supplies energy to the Development. Proposals for on ~~site~~ Site renewable energy generation shall be submitted on a phased basis and no more than 50% of the units in any ~~phase-Zone~~ shall be Occupied until ~~such the~~ renewable ~~energy~~ generation ~~has sources for that Zone have~~ been provided.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.2 and 5.7 and London Borough of Newham Core Strategy policies SC1 and SC2.

### District heating network

- AZ.47** All buildings constructed in Zones 1, 2, 3, and 4 shall be connected to a District Heating Network either locally or within the ~~site~~ Site (or through such other alternative strategy for the connection of the development to a CHP network agreed with the Local Planning Authority) and no building permitted within these Zones shall be Occupied until it has been so connected.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.5 and 5.6 and London Borough of Newham Core Strategy policies SC1, SC2 and INF4

### Smart metering and reduction of energy demand

- AZ.48** All residential units and non-residential units constructed as part of the Development shall have installed at the time of construction smart meters (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas and water consumption which shall as a minimum be designed to inform the occupants and owners of each

residential unit and non-residential units (as appropriate) of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.3 and 5.15 and London Borough of Newham Core Strategy policies SC1 and SC2.

### Energy demand reduction

**AZ.49** Prior to first Occupation of the Development a scheme setting out measures to encourage reduced energy demand by the occupiers and owners of the Development shall be submitted to and approved in writing by the Local Planning Authority. The scheme to be submitted pursuant to this condition shall consider and include the use of marketing materials, education, distribution of information on energy saving methods, tips and advice, promotion of energy efficient appliances and installation of the same where appliances are to be installed as part of the original construction and fit out of buildings. The scheme shall be implemented during the marketing of the Development.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policy 5.3 and London Borough of Newham Core Strategy policy SC2.

### CO2 emission reductions

**AZ.50** The Development shall achieve CO2 emission reduction targets in accordance with statutory planning policy and Building Regulations applicable at the time of the submission of the first Reserved Matters application in any Zone and as a minimum the following CO2 emission reduction targets shall be achieved:

1. 25% improvement on 2010 Building Regulations in the period to 2013
2. 40% improvement on 2010 Building Regulations from 2013
3. Zero Carbon for all residential units from 2016
4. Zero Carbon for non-residential units from 1 January 2019,

or in each case such later date as is provided in the relevant Building Regulations applicable at the time of the submission<sup>2</sup>.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.1, and 5.2 and London Borough of Newham Core Strategy policy SC2.

### Monitoring during construction

**AZ.51** The following monitoring information in relation to the construction of the Development shall be provided to the Local Planning Authority on not less than an annual basis:

1. Sustainable transport of materials and waste (including percentages transported by road, rail and water)
2. waste generation and materials reuse and recycling
3. air quality from construction activity within the Site
4. noise from construction activity within the Site

The first such monitoring information shall be provided on the first anniversary of Commencement of the Development and on each anniversary thereafter until the ~~Completion~~ completion of the Development.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with

London Plan policies 5.3, 6.14 and 7.14 and London Borough of Newham Core Strategy policy INF3; London Borough of Newham saved UDP policy EQ45;

### Monitoring post occupancy

**AZ.52** Following the first Occupation of the Development the monitoring information in relation to the Development as set out below shall be provided to the Local Planning Authority on not less than an annual basis:

1. Electricity, gas and water consumption as a whole and duly anonymised (to include data from the smart meters installed pursuant to Condition AZ.48 where such data has been made available by the users/electricity suppliers subject to the Developer using reasonable endeavours to obtain such data);
2. percentage of energy requirements sourced from ~~On-on~~ Site renewable energy generation sources; and
3. water use.

The first such monitoring information shall be provided on the first anniversary of first Occupation of the Development and on each anniversary thereafter until 5 years from the ~~Completion~~ completion of Development.

Reason: To optimise the standards of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with London Plan policies 5.3 and 5.15 and London Borough of Newham Core Strategy policies SC1 and SC2.

### GREEN INFRASTRUCTURE / PLAY SPACE

#### Green infrastructure statement

**AZ.53** A Site-wide green infrastructure statement for the Development shall be submitted ~~for written approval to to and approved by~~ the Local Planning Authority. ~~The statement shall be submitted and approved~~ prior to Substantial Commencement of Development in Zone 1. ~~Detailed proposals including any amendments to green infrastructure proposals in Zones 2, 3 and 4 and prior to Commencement of any Development in Zones 2-5. The Site-wide green infrastructure statement shall establish the general principles for the provision of green infrastructure across the Site and shall contain the details set out in paragraphs 1 to 4 below for Zone 1 only. A zonal green infrastructure statement shall be submitted as part of the ZMP for that Zone. The statement each of Zones 3 and 4. The zonal green infrastructure statements to be submitted pursuant to this Condition shall specify for each of Zones 1, 2, 3 and 4 the following:~~

1. the location and quantum of the Publicly Accessible Open Space, the BAP Habitat, Play Spaces and any Bio diverse Roof Space within that Zone;
2. the type of BAP Habitats to be provided in that Zone including whether any bio diverse spaces are to be provided as part of the BAP Habitat in that Zone and if bio diverse roof spaces are to be provided, the details required under Condition AZ.60;
3. the timescale for delivery of the Publicly Accessible Open Space, the BAP Habitat, Play Space and Bio diverse Roof Space in that Zone by reference to the delivery of the Development Parcel within which such Publicly Accessible Open Space, the BAP Habitat, Play Space and Bio diverse Roof Space are located; and
4. how such statement has been prepared in accordance with the details of consultation and co-ordination with other strategies, frameworks, plans and statements submitted pursuant to Condition AZ.81 as part of the Site Wide Estate Management Strategy.

No Occupation of any residential units shall take place in Zone 1 and Development in each of Zones 2, 3 and 4 shall not Commence before an Open Space Management Plan for such Zone has been submitted to and approved by the Local Planning Authority.

The development of each Zone shall be in accordance with the relevant approved green infrastructure statement.

Reason: To ensure that adequate provision is made for Publicly Available Open Space, Play Space and BAP Habitat in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21 and London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15.

### Open Space Provision

**AZ 54** The Development shall provide the following minimum provision of Publically Accessible Open Space and Bio diverse roofs across the Development:

|                                  |              |
|----------------------------------|--------------|
| Publically Accessible Open Space | 1.5 hectares |
| Bio diverse roofs                | 7,223 sq m   |

to be divided between the Zones in accordance with the revised Green Infrastructure Diagram and Green Infrastructure Statement, dated February 2015.

Not more than 129 residential units in Zone 1, 112 residential units in Zone 2 and 314 residential units in Zone 4 shall be Occupied until the Publically Accessible Open Space for that Zone has been provided and made available for public use.

Reason: To ensure that suitable provision is made within the Development for open space in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6.

### Landscape completion

**AZ.55** No building within any Zone shall be Occupied until the hard and soft landscaping works and planting for that building approved as part of the Reserved Matters approval have been completed in accordance with the landscape phasing drawing that forms part of the Reserved Matters Specification. No building within Zones 2 and 3 shall be Occupied until a statement detailing the implementation, delivery and completion of the Publically Accessible Open Space across ~~Zones 2 and 3~~ **Zone 2** in accordance with condition ~~AZ54~~ **AZ.54** has been submitted to and approved by the Local Planning Authority.

Reason: To ensure adequate landscaping of the Site in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15.

### Landscaping

**AZ.56** Landscaping proposals for each Zone shall be submitted for approval before ~~commencement~~ **Commencement** of Development in that Zone and shall be accompanied by a detailed planting scheme and specification for each area of Publicly Accessible Open Space, the BAP Habitat (including any bio diverse roof space to be provided) and Play Spaces provided as part of that Zone. The detailed planting scheme for the BAP Habitat shall be in accordance with the BAP typologies identified in the relevant green infrastructure statement submitted pursuant to Condition AZ.53. The detailed planting scheme for any bio diverse roof space shall be in accordance with the Site Wide minimum specification for bio diverse roof space approved pursuant to Condition AZ.60. The landscaping shall be undertaken, completed and retained in accordance with the approved details.

Reason: To ensure adequate landscaping of the Site in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15.

#### Tree replacement

- AZ.57** Any retained tree or any tree or shrub planted as part of any landscaping provided within the Development that, within a period of five years, is removed, dies or becomes seriously damaged or diseased, shall be replaced in the next planting season with a specimen of an appropriate size and the same species as originally present or planted in the next available planting season, unless otherwise agreed by the Local Planning Authority.

Reason: To ensure that trees and landscaping are properly maintained in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15.

#### BAP Habitat

- AZ.58** Not less than 10,000 sq m of BAP Habitat to be divided between the Zones in accordance with the revised Green Infrastructure Diagram and Green Infrastructure Statement, dated February 2015, shall be provided as part of the Development, and not more than 129 residential units in Zone 1, 112 residential units in Zone 2 and 314 residential units in Zone 4 shall be Occupied until the relevant BAP Habitat for that Zone has been provided.

Reason: As a contribution towards biodiversity in the area and in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15.

#### BAP Habitat detail

- AZ.59** The detailed planting scheme for the BAP Habitat (and bio diverse roof space where forming part of the BAP Habitat) shall be in accordance with the BAP typologies identified in the relevant green infrastructure statement submitted and approved pursuant to Condition AZ.53. The BAP Habitat shall be undertaken, completed and retained in accordance with the approved details.

Reason: As a contribution towards the provision BAP Habitat in the area and in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15.

#### Bio diverse roof space specification

- AZ.60** ~~The Development in each Zone shall not be commenced until a~~ A Site-wide minimum specification for bio diverse roof space for the ~~Site and the relevant Zone has been~~ Development shall be submitted to and approved by the Local Planning Authority ~~in writing. This prior to Substantial Commencement of Development in Zone 1 and prior to Commencement of any Development in Zones 2-5.~~ The Site-wide minimum specification ~~may be submitted on a Zonal basis~~ shall also include detailed proposals for Zone 1 which shall be in accordance with the Site-wide minimum specification. A zonal minimum specification for bio diverse roof space shall be submitted as part of the ZMP for each of Zones 2, 3 and 4 which shall be in accordance with the approved Site-wide specification.

Reason: To ensure appropriate provision of bio diverse roof space within the Development in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15.

#### Bio diverse roof space provision

- AZ.61** The bio diverse roof space shall be provided in accordance with the Site ~~Wide-wide and relevant~~ Zonal minimum specification for bio diverse roof space approved under Condition AZ.60 by the

Local Planning Authority. No building supporting bio diverse roof space shall be Occupied prior to provision of the bio diverse roof space it is supporting.

Reason: To ensure appropriate provision of BAP Habitat within the Development in accordance with London Plan policies 2.18, 5.11, 7.19 and 7.21; London Borough of Newham Core Strategy policies SC4 and INF6; London Borough of Newham saved UDP policies OS8 and EQ15.

### Play space

**AZ.62** Not less than 5300 sq m of Play Space shall be provided as part of the Development in accordance with the Play Strategy set out in the Landscape Design Statement submitted in September 2012 as updated in May 2013 and as follows:

| Zone  | Minimum Play Space         |
|-------|----------------------------|
| 1     | 733 sq m                   |
| 2     | <del>967</del> -1,873 sq m |
| 3     | <del>1160</del> -254 sq m  |
| 4     | 2440 sq m                  |
| Total | 5300 sq m <del>m2</del>    |

Confirmation of the proposed minimum Play Space areas shall be submitted as part of the ZMP for ~~any zone~~each Zone. The ZMP submission shall include any amendments to the above figures and Development shall not ~~commence~~Commence in any Zone until the minimum Play Space to be provided in that Zone has been agreed in writing.

Reason: To ensure that suitable provision is made within the Development for children's play in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6.

### Play space provision

**AZ.63** ~~Prior to Occupation of no~~Not more than 50% of the ~~87~~ residential units ~~within any in Zone 1, 75 residential units in Zone 2, 148 residential units in Zone 3 and 314 residential units in Zone 4 shall be Occupied until~~ the minimum Play Space in the relevant Zone as set out in condition ~~AZ-64 shall be provided within that Zone in accordance with the Play Strategy set out in the Landscape Design Statement submitted in September 2012~~AZ.62 has been provided.

Reason: To ensure that suitable and timely provision is made within the Development for doorstep play facilities in accordance with London Plan policies 2.18, 3.6, 3.19 and 5.11; London Borough of Newham Core Strategy policy INF 6; London Borough of Newham saved UDP policy OS8.

## TRANSPORT

### Cycle parking

**AZ.64** No building shall be Occupied unless and until the cycle parking facilities shown on the approved plans for Zone 1 or provided pursuant to condition OZ.19 for Zones 2-5 for that building have been installed and made available for use.

Reason: To ensure the timely provision of cycle parking facilities in accordance with policies 6.1 and 6.9 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

### Car parking allocation and management scheme



**AZ.65** The maximum provision of car parking spaces for the Site shall be 0.4 spaces per residential unit. Before any residential unit in any Zone is occupied a scheme for that Zone shall be submitted to and approved by the Local Planning Authority which sets out the following:

1. how parking spaces in that Zone are to be allocated and managed including details of how many parking spaces are allocated to each size of unit (based on the number of bedrooms);
2. how Blue Badge parking in that ~~zone~~ Zone is to be allocated and managed;
3. how surface car parking on the internal vehicle accessible roads including any Home Zones is to be allocated, managed and controlled; and
4. details of any provision of spaces allocated to a car club. Where car club space(s) are provided on street access to the car club vehicles shall be permitted to residents of the surrounding areas.

Any parking spaces shall be provided and retained in accordance with the approved scheme.

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

#### **Car parking: commercial units**

**AZ.66** No off street car parking spaces shall be allocated to any non residential units on the Development.

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

#### **Car free development**

**AZ.67** No Development shall take place until arrangements have been made to secure a detailed scheme or agreement which has been approved in writing by the Local Planning Authority which ensures that occupiers of units which have not been allocated an ~~onsite~~ on-Site car parking space in the car parking allocation and management scheme approved under condition AZ.65 cannot apply for or obtain an on-street parking permit to park a vehicle on the public highway, and the scheme as approved shall be implemented prior to the occupation of the ~~development~~ Development hereby permitted, and shall be so maintained unless otherwise agreed by the Local Planning Authority.

Reason: To ensure sustainable transport objectives are met in accordance with policy 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

#### **Electric Charging Point Provision**

**AZ.68** A minimum of 20% of the residential parking spaces shall have electric charging point provision with an additional 20% passive provision. A minimum of 10% of the initial 20% active provision of electric charging points provided in Zones 2, 3 and 4 shall be at street level and publicly available unless insufficient street level space is approved as part of the Zonal ~~Master Plan~~ Masterplan submission. In the event that the approved Zonal ~~Master Plan~~ Masterplan provides insufficient space for the minimum set out above, details shall be submitted for approval to the Local Planning Authority which show the number and location of electric charging points and maximise the number which are at street level and publicly available.

Reason: To secure the provision of electronic vehicle charging points in accordance with policy 6.13 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

#### **Travel Plan**

**AZ 69** Zonal Travel Plans shall be submitted to the Local Planning Authority for approval in writing and a Travel Plan Monitoring Officer appointed to monitor the Zonal Travel Plans in accordance with the obligations set out in Schedule 10 of the Section 106 Agreement.

Reason: To encourage residents, employees and users to adopt sustainable travel modes in accordance with 6.1, 6.3, 6.11 and 6.14 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

### Zone 1 Delivery and Servicing Strategy and Site Wide Delivery and Servicing Strategy

**AZ.70** Prior to the first Occupation of any residential unit in Zone 1 and at the same time or prior to the submission of the first Zonal Master Plans Masterplans for Zones 2, 3, 4 or 5 a Site Wide Delivery and Servicing Strategy site wide delivery and servicing strategy shall be submitted to and approved by the Local Planning Authority. The Site Wide Delivery and Servicing Strategy site wide delivery and servicing strategy shall comply with the Transport for London "Travel planning for new development in London" (or other such best practice guidance as shall apply at the date of submission of the Site Wide Delivery and Servicing Strategy site wide delivery and servicing strategy) and include principles that are to be followed by each ZMP application for each Zone and shall, as a minimum, contain ~~consideration of:~~

1. possible measures which could reduce the number of trips and/or impact upon residents of the Development of servicing, deliveries and collections;
2. the establishment of an informal occupiers forum to encourage safe and efficient and environmentally friendly deliveries and servicing;
3. the feasibility of agreed delivery and collection points to enable efficiency of servicing and deliveries and assist residents and occupiers of the Development; ~~and~~
4. possible measures to reduce the impact of deliveries and servicing on residents of the Development and on the environment including improving the efficiency of the delivery of goods and services; ~~and~~
5. arrangements for monitoring and review of the site wide delivery and servicing strategy

~~The Site Wide Delivery and Servicing Strategy~~ The site wide delivery and servicing strategy shall be prepared in accordance with the details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements approved pursuant to Condition AZ.81 as part of the Site Wide Estate Management Strategy. The ~~Site Wide Delivery and Servicing Strategy site wide delivery and servicing strategy~~ shall be implemented in accordance with the approved details and monitored and reviewed as part of ~~Zonal Delivery and Servicing Strategies~~ the zonal delivery and servicing strategies submitted pursuant to condition AZ.71.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with policies 6.1, 6.3 and 6.14 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy, policy SP08

### **Zonal Delivery and Servicing Strategy**

**AZ.71** Each ZMP application pursuant to Condition OZ.2 shall be accompanied by a ~~Zonal Delivery and Servicing Strategy~~ zonal delivery and servicing strategy, such strategy to comply with the ~~Site Wide Delivery and Servicing Strategy site wide delivery and servicing strategy~~ approved pursuant to Condition AZ.70 and comply with the Transport for London "Travel planning for new development in London" (or other such best practice guidance as shall apply at the date of submission of the zonal delivery and servicing strategy). Each ~~Zonal Delivery and Servicing Strategy zonal delivery and servicing strategy~~ shall include hours of deliveries/collections for non-residential units within the Zone to which the ZMP relates and shall include arrangements for monitoring and review.

Each ~~Zonal Delivery and Servicing Strategy zonal delivery and servicing strategy~~ shall be monitored and reviewed ~~pursuant to Condition AZ.70~~ in accordance with the approved strategy.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with policies 6.1, 6.3 and 6.14 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

#### **Implementation of servicing strategy**

- AZ.72** Following approval each ~~Zonal Delivery and Servicing Strategy~~ zonal delivery and servicing strategy by the Local Planning Authority as part of the ZMP approval, each ~~Zonal Delivery and Servicing Strategy~~ zonal delivery and servicing strategy shall thereafter be implemented prior to the Occupation of any part of that Zone to which the ZMP relates and continue to be implemented for the life of the Development.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with policies 6.1, 6.3 and 6.14 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy

### DESIGN

#### **Site Wide Inclusive Access Strategy**

- AZ.73** Development in Zone 1 shall not be Substantially Commenced and Development in Zones 2, 3, 4 and 5 shall not be ~~commenced~~ Commenced until a Site Wide Inclusive Access Strategy has been submitted to and approved by the Local Planning Authority. The Development shall be carried out in accordance with the approved Access Strategy.

Reason: To ensure that inclusive access commitments are met in accordance with London Plan policies 2.4, 6.10, 7.1, 7.2 and 7.5 and London Borough of Newham Core Strategy policy SP3.

#### **Details of public realm lighting**

- AZ.74** Development in Zone 1 shall not be Substantially Commenced and Development in Zones 2, 3, 4 and 5 shall not be ~~commenced~~ Commenced until a Site Wide Lighting Strategy has been submitted to and approved by the Local Planning Authority in writing. The Site Wide Lighting Strategy shall set out the design and operational principles for lighting to be installed in the public realm which shall be in accordance with, as appropriate, Institute of Lighting Professionals 'Guidance Notes For Reduction of Obtrusive Light' (GN01:2011), BS 5489-1:2003:A2: 2008 Code of practice for the design of road lighting – Part 1: Lighting of roads and public amenity areas, BS EN 13201-2:2003 Road Lighting – Part 2: Performance requirements, the CIE (International Commission on Illumination) Report: "Guide on the Limitation of the Effects of Obtrusive Light from Outdoor Lighting Installations" and the "Lighting in the Countryside: Towards Good Practice" published by the Countryside Commission/DOE. Lighting shall be designed to optimise energy use, subject to security, aesthetics and wayfinding objectives, through dimmed and timed systems. No external lighting or illumination shall be installed until details of the position, design; light outputs, spread, hours of operation and a statement of compliance with the lighting strategy have been submitted to and approved by the Local Planning Authority for the relevant Reserved Matter.

Reason: To ensure high standards of urban design and protection of habitats, minimise light pollution and safeguard the operations of London City Airport in accordance with London Plan policies 7.1, 7.3, 7.5 and 7.19 and London Borough of Newham Core Strategy policy SP3.

#### **Design to protect against crime**

- AZ.75** The designs of individual buildings and the external areas including car parks, public realm, towpaths and bridges shall take account of Association of Chief Police Officers Secured by Design guides or successor best practice and principles for designing out crime in order to achieve a low crime risk environment.

Reason: To minimise crime risk by appropriate design in accordance with London Plan policy 7.3.

### **Design Strategy**

**AZ.76** The design of the Development in each Zone shall accord with the Site Wide Design and Access Statement (September 2012) as updated by the May 2013 Design Addendum except to the extent those documents are superseded by any Zonal Design Specification approved as part of a Zonal Masterplan or by any Reserved Matters approval or other approval pursuant to any condition of this permission.

Reason: To ensure that high design standards are maintained throughout the Development in accordance with London Plan policy 7.1 and London Borough of Newham Core Strategy policies SP3 and SP4.

### **Lifetime Homes**

**AZ.77** All residential units shall be designed and constructed to the Lifetime Homes Standard current at the date of the relevant Reserved Matters application for the unit.

Reason: To ensure the Residential Units are Lifetimes Homes compliant in accordance with London Plan policy 3.8 and London Borough of Newham Core Strategy policy H1.

### **Wheelchair adaptable housing**

**AZ.78** Not less than 10% of each of the following types of residential units shall be designed and constructed as wheelchair adaptable housing: Market Housing Units, Intermediate Units, Social Rented Units and Affordable Rented Units.

Reason: To ensure adequate wheelchair adaptable housing is provided in accordance with London Plan policy 3.8 and London Borough of Newham Core Strategy policy H1

## MISCELLANEOUS

### **Interim Uses and Boundary Treatment Strategy**

**AZ.79** No part of the Development shall be Occupied until an ~~Interim Uses Strategy~~ interim uses and boundary treatment strategy has been submitted to the Local Planning Authority. The ~~Interim Uses Strategy shall include a strategy, objectives and priorities for interim uses~~ interim uses and boundary treatment strategy shall set out how interim uses could be brought forward and how boundary treatments will be landscaped and managed on a Site-Wide and Zonal basis for parts of the Site where works have not been commenced and shall where appropriate include the following information:

1. identification of the broad locations for the ~~Interim Uses~~ interim uses;
2. identification of the anticipated range of land uses to be comprised in the ~~Interim Uses~~ interim uses;
3. range of anticipated floorspace requirements for the identified land uses to be comprised in the ~~Interim Uses~~ interim uses;
4. indication of the likely anticipated duration of the identified range of land uses to be comprised in the ~~Interim Uses~~ interim uses;
5. phasing of the anticipated ~~Interim Uses~~ interim uses;
6. principles for the management and maintenance of interim uses;
7. interface between the anticipated ~~Interim Uses~~ interim uses and the construction and operation of the Development; **and**
8. interface between developed and undeveloped parts of the Site; and

9. details of interim landscaping (including programme for removal) and boundary ~~treatment treatments~~ in respect of
- a. the temporary access road and landscaping to Zone 1 ~~;~~ and
  - b. the boundary between Zones 2 and 3 where one of these Zones comes forward in advance of the other.

The ~~Interim Uses Strategy~~ interim uses and boundary treatment strategy shall be prepared in accordance with the details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements approved pursuant to Condition AZ.81 as part of the Site Wide Estate Management Strategy. An updated version of the ~~Interim Uses Statement~~ interim uses and boundary treatment strategy approved under this Condition shall be submitted to the Local Planning Authority no less frequently than once every five years following the anniversary of the ~~first updated Interim Uses Statement approval~~ up to Completion of the Development.

Reason: To ensure that the Local Planning Authority is kept up-to-date with any proposed strategy for interim use of the Site.

**Retail unit size limit**

**AZ.80** The maximum amount of A1, A2 and A3 floorspace shall be in accordance with the following table:

| Proposed use         | Floorspace m2 |                    |                    |        |        |
|----------------------|---------------|--------------------|--------------------|--------|--------|
|                      | Zone 1        | Zone 2             | Zone 3             | Zone 4 | Zone 5 |
| Commercial A1 Retail | 500           | <del>400</del> 320 | <del>355</del> 435 | 300    | 0      |
| A2/A3                | 0             | <del>400</del> 320 | <del>300</del> 380 | 236    | 0      |

Within Zones 2-5 the maximum unit size of any A1, 2, 3 unit shall be in accordance with details which shall be submitted for approval pursuant to condition OZ.1 for Zonal Masterplans and in Zone 1 the maximum unit size shall be 420 sq m.

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities in accordance with policies 2.15, 4.7, 4.8 and 4.9 of the London Plan, and policies SP6 and INF5 of the London Borough of Newham Core Strategy.

**Estate management strategy**

**AZ.81** ~~Development in Zone 1 shall not progress beyond Substantial Commencement and Development in Zones 2, 3, and 4 shall not be commenced~~ No development shall be Occupied until a Site Wide Estate Management Strategy has been submitted to and approved by the Local Planning Authority in writing. The Site Wide Estate Management Strategy shall incorporate the key principles for the management and maintenance of the common areas of the Development.

The Site Wide Estate Management Strategy shall, unless non-material changes are otherwise agreed by the Local Planning Authority, include (but not be limited to) the following details:

1. details of how the operational structure options for the future management and maintenance of the Development including details of measures to ensure that future contracts and sub-contractual agreements entered into in relation to the management and maintenance of the Common Areas will be in accordance with the Site Wide Estate Management Strategies;
2. details of the proposed funding options for the future management and maintenance of the Common Areas;
3. management and maintenance principles for the Common Areas;

4. details for the establishment and operation of a Park Management Group to ensure appropriate community engagement, including details of measures to ensure liaison, consultation and co-ordination on matters of estate management between interested parties, including the London Borough of Newham and occupiers and residents of the Development;
5. details of the options for the management and co-ordination of waste collection and recycling on a Site Wide basis; and
6. details of liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this permission including but not limited to the Biodiversity Action Plan, the Green Infrastructure Statement, the framework for management and maintenance of the Publicly Accessible Open Space, Green Roof Space and Play Space, the Delivery and Servicing Strategy, the Interim Uses Statement.

No residential unit within part of the Development shall be Occupied before the Site Wide Estate Management Strategy has been approved by the Local Planning Authority and the approved estate management company (or relevant company for that part of the Development) specified in the approved Estate Management Strategy has been established.

The Development shall be carried out and occupied in accordance with the approved Site Wide Estate Management Strategy (as it may be updated from time to time with the written approval of the Local Planning Authority).

Reason: To ensure the development is adequately managed and maintained in accordance with London Plan policies 7.3 and 7.5; London Borough of Newham Core Strategy policies SP.2, SP.3 and INF3

### Phasing

**AZ.82** The Development shall be carried out in accordance with the phasing proposals set out at ~~4.9 paragraph 2.3~~ of the Planning Statement ~~Addendum~~ dated ~~May 2013~~ October 2014, the Zonal Boundaries on Plan PP001 ~~rev E~~ Rev F and the Infrastructure Phasing Plan ~~February 2013~~ March 2015 or as the same may be varied pursuant to Condition AZ.83.

Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development in accordance with London Plan policy 2.4 and London Borough of Newham Core Strategy policy SP1

### Phasing variation

**AZ.83** Variations to the Site Wide Phasing are subject to prior approval by the Local Planning Authority. No application for approval to a variation shall be made unless either:

1. the application demonstrates that the variation is unlikely to give rise to any new or different significant environmental effects in comparison with the development as approved and as assessed in the Environmental Statement; or
2. the application is accompanied by environmental information assessing the likely significant environmental effects of the Development having regard to the proposed variation; and
3. such application must be accompanied by a report setting out the reasons for the variation and identifying how the variation would impact on any conditions and obligations.

Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development in accordance with London Plan policy 2.4 and London Borough of Newham Core Strategy policy SP1

### Employment relocation strategy (~~Zones 2 and~~ Zone 3 only)

**AZ.84** No applications for Reserved Matters approval in respect of ~~Zones 2 or~~ Zone 3 shall be submitted until an Employment Relocation Strategy has been submitted and approved by the Local Planning

Authority. The Employment Relocation Strategy shall include details of any existing business use of premises in those areas, their property interest and a strategy for managing the relocation of such businesses to suitable alternative premises. Development in ~~Zones 2 and Zone~~ Zone 3 shall not ~~commence~~ Commence until the Employment Relocation Strategy has been approved and implemented.

#### **Hours of operation**

**AZ.85** Details of all hours of operation including time of receiving deliveries and/or servicing of all uses on the Site (excluding residential) shall be submitted to and approved by the Local Planning Authority prior to the Occupation of any such uses within any Zone. The Development shall thereafter be operated only in accordance with the approved hours of operation.

Reason: In the interests of amenity in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policies EQ45 and EQ48.

### **Plant noise**

**AZ.86** Before any heating, air conditioning or other plant generating external noise is installed in any building, details of that plant, including any noise mitigation and predicted noise levels at any sensitive receptor, shall be submitted to and approved by the Local Planning Authority. An assessment shall be submitted following the calculation methodology under BS4142. Where background noise level can be reliably established, noise levels from the installed plant shall not exceed that background noise level at any sensitive receptor. Where background noise level cannot be reliably established, noise levels from the installed plant shall not exceed 40dB LAeq (5 minutes) at any sensitive receptor.

Reason: To protect the amenities of local residents and users in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policies EQ45 and EQ48.

### **Plant maintenance**

**AZ.87** The air conditioning, extraction system(s) and any other plant generating external noise installed within those parts of the Development falling within Use Class A3 shall be maintained to meet and Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (Department for Environment, Food and Rural Affairs, 2005) criteria for the lifetime of the Development unless non material changes are otherwise approved in writing by the Local Planning Authority.

Reason: To protect the amenities of local residents and users in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policies EQ45 and EQ48.

### **Internal noise levels**

**AZ.88** Prior to the Occupation of any residential unit a scheme of measures that will ensure internal noise levels meet the 'good' criteria specified in BS8233 'Sound Insulation and noise reduction for buildings – Code of Practice' shall be submitted to the Local Planning Authority for approval. Such measures as approved by the Local Planning Authority shall be installed prior to the Occupation of any residential unit.

Reason: To protect the amenities of future residents in accordance with London Plan policy 7.15 and London Borough of Newham saved UDP policies EQ45 and EQ48.

### **Building height limit**

**AZ.89** Without the prior approval of the Local Planning Authority, no temporary or permanent building (including any crane, aerial or antenna) which exceeds the height of 96m AOD shall be erected in connection with the Development.

Reason: To ensure that operations at London City Airport are safeguarded.

### **IT Infrastructure**

**AZ.90** The Development shall provide infrastructure within the Site to facilitate the connection of all buildings constructed as part of the Development to a high speed broadband service.

Reason: To ensure adequate IT infrastructure for the development.

### **Permitted development (dwelling houses)**

**AZ.91** None of the rights contained in Part 1 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 shall be exercised unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the thresholds in respect of which such rights shall be exercisable.

Reason: To provide control over alterations to dwelling houses given the particular character and appearance of the area, to protect local amenity and the wellbeing of the area and to ensure the



maintenance of design quality in accordance with London Plan policies 3.5 and 7.4 and London Borough of Newham Core Strategy policies SP3 and SP5.

#### **Permitted development (minor operations)**

**AZ.92** None of the rights contained in Part 2 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 shall be exercised, unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the thresholds in respect of which such rights shall be exercisable.

Reason: To provide control over minor operations given the particular character and appearance of the area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality in accordance with London Plan policies 3.5 and 7.4 and London Borough of Newham Core Strategy policies SP3 and SP5.

#### **Permitted development (telecommunications)**

**AZ.93** None of the rights contained in Part 25 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 shall be exercised in respect of buildings in excess of 15 metres in height unless otherwise agreed with the Local Planning Authority as part of a written framework approved by the Local Planning Authority setting out the thresholds in respect of which such rights shall be exercisable.

Reason: To provide control over the provision and location of microwave antenna given the particular character and appearance of the area, to protect local amenity and the wellbeing of the area and to ensure the maintenance of design quality.

#### **Archaeology**

**AZ.94** Development in each Zone shall not be ~~commenced~~ Commenced until a programme of archaeological investigation and work for that Zone has been submitted to and approved by the Local Planning Authority. The programme of archaeological work shall include:

- 1 a written scheme of investigation for any undisturbed areas of the Site, not previously investigated during the archaeological investigations pursuant to the Olympic Consents, but which are to be disturbed as part of the Development has been submitted to and approved by the Local Planning Authority for approval. An undisturbed area shall include any area where the depth of excavation or foundations is greater than that assumed within the written scheme of investigations previously approved pursuant to the Olympic Consents;
- 2 a watching brief for previously disturbed areas of the Site; and
- 3 measures to be taken if significant archaeological finds are discovered.

The Development shall only take place in accordance with the approved detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body. This condition may be discharged on a Zonal basis.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development is in compliance with London Plan policy 7.8 (Heritage assets and archaeology) and LB Newham saved UDP policy EQ43 (Archaeology).

#### **Further consultation and agreement – rail infrastructure**

**AZ.95** 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 HighSpeed1 or HS1 Property.

Contact: Ray  
HS1 Ltd, 73 Collier Street, London, N1 9BE  
[Ray.Agozzino@Highspeed1.co.uk](mailto:Ray.Agozzino@Highspeed1.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.

#### **Details to be provided – rail infrastructure**

**AZ.96** The details bulleted below shall be submitted in writing for approval by the Local Planning Authority in consultation with High Speed 1 prior to the commencement of the relevant Zone of the Commencement of Development in Zones 2 and 5. The Development shall then be carried out only in compliance with the approval unless previously agreed in writing by the Local Planning Authority in consultation with High Speed 1:

- Access to High Speed 1 infrastructure to CW11 and northern end – Gate underneath Temple Mills Lane Bridge. (Zone 5)
- Access underneath Bridge 2
- General access to Zone 5

Reason: The planning application does not contain the detail needed to identify potential effects upon the integrity, safety, security, operation, maintenance and liabilities of HS1 and HS1 Property.

#### **Permanent errant vehicle protection**

**AZ.97** Prior to commencing works in each Zone, consultation shall be undertaken with HS1 to agree the nature of any permanent errant vehicle protection measures reasonably required for the protection of the operational railway land. The details of these shall be submitted on a phase by phase basis in writing and approved by the Local Planning Authority in consultation with High Speed 1. These errant vehicle protection measures shall be installed prior to the Occupation of the Site and shall be retained in working condition unless otherwise agreed in writing with the Local Planning Authority in consultation with High Speed 1.

Reason: No such barriers exist and none are proposed in the development. Activity associated with the development poses a new risk to the safety, operation and maintenance of High Speed 1 as a result of vehicles breaching the railway boundary fence.

#### **Excavations near rail infrastructure**

**AZ.98** Prior to the start of any construction activity within 40 m of Stratford Box, 20 metres of Temple Mills Chord or 20m of any other High Speed 1 infrastructure in any phase or Zone, engineering details of the size, depth and proximity to HighSpeed1 of any excavations shall be submitted in writing to and approved by the Local Planning Authority in consultation with High Speed 1. Excavations shall then be carried out in accordance with the approved details unless the Local Planning Authority in consultation with High Speed 1 has previously agreed in writing to any change.

Reason: No such details have been provided. To ensure that the stability High Speed 1 tunnels, structures, track and other infrastructure is not prejudiced.

### **Imposed loads**

**AZ.99** Prior to the start of construction of each phase within 40m of Stratford Box or 20m of any other High Speed 1 infrastructure, details of the size, loading and proximity to HighSpeed1 of additional ground loads such as stockpiles shall be submitted in writing and approved by the Local Planning Authority in consultation with High Speed 1. Works shall be carried out in conformity with the approved details unless the Local Planning Authority in consultation with High Speed 1 has previously agreed in writing to any change

Reason: To ensure that the stability of High Speed 1 tunnels, structures, track and other infrastructure is not prejudiced.

### **Storage of hazardous materials**

**AZ100**Details of the materials and arrangements for the storage of combustible gases or hazardous materials associated with the construction or the permanent operation of the Development hereby approved within 200m of High Speed 1 infrastructure shall be submitted in writing and approved by the Local Planning Authority in consultation with High Speed 1. No such materials should be introduced to the Site without the prior approval of the Local Planning Authority in consultation with High Speed 1.

Reason: In the event of fire, combustible gases present an immediate and catastrophic risk to High Speed 1. Exclusion zones which may be required around the gas containers or hazardous materials could prevent the running of trains and incur punitive delay costs.

### **Dazzle, glare and distraction from lighting and vehicles**

**AZ101**The permanent lighting scheme in each ~~phase-Zone~~ of the ~~development-Development~~ hereby approved shall be so designed to avoid dazzle and glare which could cause hazard or distraction to operators of High Speed 1 or other railway infrastructure. Details of the lighting scheme for each ~~phaseZone~~, including any visual screening shall be submitted in writing and approved by the Local Planning Authority in consultation with High Speed 1. Unless otherwise agreed in writing with the Local Planning Authority in consultation with High Speed 1, the approved lighting scheme shall be implemented.

Reason: Lighting can interfere with sighting of signals and compromise the safe operation of HighSpeed1. No detail of the lighting has been provided.

### **Dazzle, glare and distraction from solar reflection**

**AZ.102** The ~~development-Development~~ shall be so designed to avoid dazzle and glare from solar reflection which could cause hazard or distraction to operators of High Speed 1. The reflectivity and the orientation of specular (i.e. polished) reflective surfaces such as glazing or non-matt metal for each ~~phase-Zone~~ of the development hereby approved shall be submitted in writing and approved by the Local Planning Authority in consultation with High Speed 1. Unless otherwise agreed in writing with the Local Planning Authority in consultation with High Speed1 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 High Speed 1. No detail of the potential for this has been provided.

### **Control of maintenance risk**

**AZ.103** Prior to the ~~commencement-Commencement~~ of Development in each relevant ~~phase-Zone~~ of the Development hereby approved, proposals for those elements of maintenance of the Development which could prejudice the safety, operation or maintenance of High Speed 1 shall be submitted in writing and approved by the Local Planning Authority in consultation with High Speed 1. The details shall include:

- 1 window cleaning on the façade facing High Speed 1;

2. routine maintenance of the façade facing High Speed 1;
3. access at height within 10m of High Speed 1; and
4. use of plant with a collapse radius within 4m of the High Speed 1 boundary.

The design shall then be carried out only in accordance with the approved details unless the Local Planning Authority in consultation with High Speed 1 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 HighSpeed1 arising from maintenance of the development.

#### **Temple Mills Chord Tunnel pump station and control well**

**AZ.104** The design and construction must allow for the Temple Mills Chord Tunnel pump station and the nearby control well. This means that maintenance vehicle access must be maintained at all times to the pump station along with appropriate parking. Access requirements to the control well shall be agreed with High Speed 1 and the Local Planning Authority and thereafter implemented in accordance with the approved details.

Reason: To ensure that the maintenance and operation of High Speed 1 is not prejudiced. It is of particular importance here as the rail line drained by the pump station provides the only access for trains to and from the Eurostar depot.

#### **London Underground infrastructure**

**AZ.105** Prior to the commencement Commencement of Development in each phase-Zone of the Development, detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent) in that phaseZone, shall be submitted to and approved in writing by the Local Planning Authority which:

4. provide details of all structures;
5. accommodate the location of the existing London Underground structures and tunnels;
6. accommodate ground movement arising from the construction thereof; and
7. mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels.

The Development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the Development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition-Condition shall be completed, in their entirety, before any part of the Development in the relevant phase-Zone referred to in this condition-Condition is Occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with London Plan policy 6.2.

~~**AZ.106** In respect of any part of the site which is not bound at the date of this permission by the s106 agreement made between (1) the London Legacy Development Corporation, (2) London and Continental Railways and (3) East Homes Limited of even date with this permission and relating to the development hereby permitted, no development shall be carried out on such unbound part of the site before a supplementary deed in the form of the draft attached to such s106 agreement at Annex 3 has been completed and delivered to the Local Planning Authority thereby binding such part of the site with the terms of such s.106 agreement.~~

~~Reason: To ensure that no development is carried out pursuant to this permission on any part of the site before such part of the site has been bound with the measures secured by the planning agreement and which were material to the decision to grant planning permission.~~

### Applicable to the Outline element only (Zones 2, 3, 4 and 5)

#### Approved plans

OZ.1 Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the Development shall be carried out in accordance with the following details and plan numbers:

PP001 Rev ~~EE~~

PP002 Rev F

PP003 Rev H

PP004 Rev H

and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

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

#### Zonal Masterplan

OZ.2 No applications for Reserved Matters approval shall be submitted in respect Zones 2, 3 or 4 (or any parts of those Zones) until a Zonal Masterplan has been prepared in accordance with this permission and has been submitted to and approved by the Local Planning Authority in writing. Any subsequent variations to Zonal Masterplans must also be approved by the Local Planning Authority in writing. The Zonal Masterplans shall be in accordance with or be submitted with the Leyton Road Design Principles Guide required to be submitted pursuant to condition OZ.11

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning in accordance with London Plan policy 2.4 and London Borough of Newham Core Strategy policy SP1.

#### Reserved Matters

OZ.3 Approval of the details of the siting, design and external appearance of the building~~(s)~~(s), the means of access thereto and the landscaping of the Site (hereinafter called "the Reserved Matters") shall be obtained from the Local Planning Authority in writing before any Development in respect of each phase or Zone of the Development is ~~commenced~~Commenced. All applications for the approval of Reserved Matters submitted in respect of each Zone shall contain the information and details specified in the Reserved Matters specification and shall be in accordance with the Zonal Masterplan approved for that Zone pursuant to Condition OZ.2. The development shall be carried out and retained thereafter in accordance with the Reserved Matters approval.

Reason: As required by Section 92 of the Town and Country Planning Act as amended

#### Reserved Matters time limits – ~~Zone 2~~Zones 2 and 4

OZ.4 Applications for the approval of Reserved Matters in ~~Zone 2~~Zones 2 and 4 shall be made not later than the expiration of five years from ~~the date of this permission~~27 February 2014 unless a revised submission date for ~~Zone 2~~Zones 2 and/or 4 Reserved Matters has been agreed as part of a phasing variation submission pursuant to condition AZ.83. Development in Zones 2 and 4 shall be Commenced either before the expiration of seven years from ~~the date of this permission~~27 February 2014, or before the expiration of two years from the date of approval of the last of the Reserved Matters for that Zone, whichever is the earlier.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

#### **Reserved Matters time limits - Zones 3, 4 and 5**

- OZ.5** Applications for the approval of Reserved Matters in Zones 3, 4 and 5 shall be made not later than the expiration of ten years from ~~the date of this permission~~ 27 February 2014 unless a revised submission date for Reserved Matters has been agreed as part of a phasing variation submission pursuant to condition AZ.83. Development in Zones 3, 4 and 5 shall be Commenced either before the expiration of 12 years from ~~the date of this permission~~ 27 February 2014, or before the expiration of two years from the date of approval of the last of the Reserved Matters for that Zone, whichever is the earlier.

Reason: In accordance with Sections 91 and 92 Town and Country Planning Act 1990.

#### **Zonal Masterplan approval**

- OZ.6** No Development shall be ~~commenced~~ Commenced in Zones 2, 3 or 4 until the Zonal Masterplan for that Zone has been approved in writing by the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning in accordance with London Plan policy 2.4 and London Borough of Newham Core Strategy policy SP1.

#### **Zonal Masterplan specification**

- OZ.7** All Zonal Masterplans submitted pursuant to Condition OZ.2 shall contain the information and other details specified in the Zonal Masterplan Specification.

Reason: To ensure that the Local Planning Authority is satisfied that the details and approach adopted is consistent with good master planning in accordance with London Plan policy 2.4 and London Borough of Newham Core Strategy policy SP1.

#### **Housing Design Guide**

- OZ.8** Except where alternative standards are set out in this planning permission, all residential units shall be built in substantial conformity with the London Housing Design Guide or, if adopted, the Housing SPG and, in the event that the London Housing Design Guide or the Housing SPG (as applicable) is replaced at any time, shall be substantially in conformity with any replacement housing design guide that may be issued by the Mayor of London after the date of this permission.

Reason: To ensure that high standards of urban design, residential amenity and landscaping are achieved in accordance with London Plan policies 3.5, 3.8, 7.1 and 7.2 and London Borough of Newham Core Strategy policy H1.

#### **Quality Review Panel**

- OZ.9** No application for the approval of a Zonal Masterplan or Reserved Matters shall be submitted until it has first been submitted in draft to the London Legacy Development Corporation (LLDC) Quality Review Panel for consultation and consultation has been undertaken or sought, save in the case of an application for Reserved Matters approval which the Local Planning Authority has agreed in writing does not need to be submitted in draft to the Quality Review Panel for consultation.

Reason: To assist in ensuring that high standards of urban design are achieved in accordance with London Plan policies 2.4, 3.5, 3.8, 7.1 and 7.2 and London Borough of Newham Core Strategy policy SP3.

#### **Replacement Quality Review Panel**

- OZ.10** Where the LLDC Quality Review Panel is disbanded or suspended:

- terms of reference for a replacement panel to fulfil substantially the same purposes as the LLDC Quality Review Panel in respect of the Site shall be submitted to the Local Planning Authority for approval; and
- the replacement panel is established in accordance with the approved terms of reference.

In the event that no replacement panel is in place three months after the disbanding or suspension of the LLDC Quality Review Panel applications for approvals referred to above may be submitted to the Local Planning Authority.

Reason: To assist in ensuring that high standards of urban design are achieved. in accordance with London Plan policies 2.4, 3.5, 3.8, 7.1 and 7.2 and London Borough of Newham Core Strategy policy SP3.

### Leyton Road Design Principles Guide

**OZ.11** No Zonal Masterplan for Zones ~~2~~, 3 or 4 shall be submitted for approval until a Leyton Road Design Principles Guide has been submitted to ~~and approved by~~ the Local Planning Authority for approval. No Zonal Masterplan for Zones 3 or 4 shall be approved until the Leyton Road Design Principles Guide has been approved in writing. The Leyton Road Design Principles Guide shall require that:

~~In Zone 2 a minimum of 30% of the built frontage to Leyton Road in that Zone shall be one residential storey below the approved maximum building height parameter as shown on PTE drawing PP004 Rev H;~~

~~In addition a further 30% minimum of the built frontage to Leyton Road in Zone 2 shall be two residential storeys below the approved maximum building height parameter as shown on PTE drawing PP004 Rev H;~~

1. In Zone 3 a minimum of 30% of the built frontage to Leyton Road in that Zone shall be one residential storey below the approved maximum building height parameter as shown on PTE drawing PP004 Rev H; and
2. In addition a further 15% minimum of the built frontage to Leyton Road in Zone 3 shall be two residential storeys below the approved maximum building height parameter as shown on PTE drawing PP004 Rev H.

The Leyton Road Design Principles Guide shall in addition include the following details:

- a) design guidance on proposed building typologies including maximum building envelope, modulation, setbacks, heights and vertical division and, in particular, the relationship between the development of Zones ~~2~~, 3 and 4, Leyton Road and the scale of existing development to the east of the Site;
- b) principles for the location of non-residential uses; and
- c) a statement summarising the comments of the Quality Review Panel on the Leyton Road Design Principles Guide, detailing how those comments have been taken into consideration and reflected in the final Leyton Road Design Principles Guide submitted for approval.

The Zonal Masterplans and each subsequent application for Reserved Matters approval shall be accompanied by a statement setting out how the detailed proposals accord with the Leyton Road Design Principles Guide.

Reason: To ensure that high standards of urban design, residential amenity and good master planning are achieved in accordance with London Plan policies 3.5, 7.4, 7.5 and 7.7 and London Borough of Newham Core Strategy policies SP3 and SP4.

## Residential Densities

**OZ.12** The density for residential floorspace at the Development shall not exceed the following maximum densities:

| Zone | Maximum residential density                    |
|------|--|
| 2    | <del>468-399</del> habitable rooms per hectare |
| 3    | <del>599-600</del> habitable rooms per hectare |
| 4    | 711 habitable rooms per hectare                |

Reason: In the interests of providing a good living environment for future residents in accordance with London Plan policies 3.4 and 7.1 and London Borough of Newham Core Strategy Policies SP3 and SP4.

## Minimum Non residential floorspace

**OZ.13** A minimum of 2000 sq m of floorspace shall be provided as non-residential uses within the area of the ~~site~~ Site designated as Zones 2, 3 and 4.

Reason: To ensure an appropriate mix of uses on the site in accordance with the application and assumptions made in the Environmental Statement.

## Sustainability (outline element)

### Sustainability review mechanism

**OZ.14** Each application for the approval of Reserved Matters shall be accompanied by a sustainability policy compliance statement for the approval of the Local Planning Authority, such statement to set out (to the extent relevant to the subject matter of that Reserved Matters application) the extent to which the proposed development is substantially in accordance with Sustainability Planning Policies) current at the date of submission of the relevant Reserved Matters application including without limitation policies relating to energy demand and supply, carbon emissions, waste and materials, water supply and demand and climate resilience.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.2, 5.3, 5.15 and 5.16 and London Borough of Newham Core Strategy policies SC1 and SC2.

### Climate change

**OZ.15** The Development must be designed having regard to adequate adaptive capacity for future climate change using UKCP09 (as updated for time to time) future weather years data based on at least a medium emission scenario, moderate percentile (50%), for the 2030s rather than current weather data (including overheating analysis). Each application for the approval of Reserved Matters shall be accompanied by a statement for the approval of the Local Planning Authority setting out how this condition has been complied with including (but not limited to) how the following measures have been considered as part of the design:

- 1 maximising the design of green and blue spaces to help reduce the effect of the urban heat island and to provide cool, shaded outdoor spaces for public use;
- 2 water sensitive design including rainwater gardens to reduce the risk of surface water flooding;



3. large canopy deciduous trees along streets and in the public realm to provide shade and evaporative transpiration, with occasional use of evergreens to provide improved shelter from winter wind;
4. inclusion of green roofs, to provide additional evaporative transpiration and reduce heat absorption while offering additional biodiversity benefits;
5. the use of green walls and trellises where trees are not suitable;
6. permeable paving and rain gardens, especially on residential streets;
7. where possible promoting narrow plan, double aspect buildings oriented and shaded to minimise overheating;
8. residential units set back from main roads wherever possible, and buffered by street trees to allow windows to be opened;
9. the use of lighter coloured materials with increased albedo (reflection coefficient) to reduce heat absorption and its impact on the urban heat island effect. This applies in particular to exterior building materials (e.g. light coloured brick), as well as materials used for pathways and principal areas of hard landscaping; and
10. building design, including orientation, ventilation, shading, thermal mass, materials and cooling.

Reason: To ensure a high standard of sustainable design and construction in accordance with London Plan policies 5.1, 5.9, 5.10 and 5.11 and London Borough of Newham Core Strategy policy SC1.

### CO2 emission reductions

**OZ.16** Each application for the approval of Reserved Matters shall be accompanied by an energy statement for the approval of the Local Planning Authority and no Development shall be ~~commenced~~ **Commenced** pursuant to the relevant Reserved Matters approval until the relevant energy statement has also been approved. Each energy statement shall be substantially in accordance with the planning and wider policy framework in place at the time of submission and shall to the extent relevant to the subject matter of the Reserved Matters application contain as a minimum the following information:

1. the extent to which and how the Development proposed by the Reserved Matters application complies with London Plan CO2 emission reduction targets current at the date of the application through On Plot carbon reduction measures (including Solar PVs), together with supporting demand data and calculations and based on emission factors and calculation methods in place at the time of the application and up to date information as to carbon content of the heat from the District Heat Network;
2. if the Development does not comply with applicable London Plan CO2 emission reduction target(s) through On Plot carbon reduction measures:
  - a. an explanation of the On Plot carbon reduction measures that have been considered and a detailed assessment of their technical and commercial feasibility; **and**
  - b. details of the proposed use of Offset Solutions, Locally Adopted Offset Solutions or National Allowable Solutions (as may be applicable at the time of the submission) to meet the shortfall between On Plot carbon compliance measures and the applicable target(s), including the tonnage of residual CO2 emissions to be off set through the use of Offset Solutions, Locally Adopted Offset Solutions or National Allowable Solutions; and
3. how the application, including any proposed use of Offset Solutions, Locally Adopted Offset Solutions or National Allowable Solutions, has taken into account the Off Site Hierarchy.

Reason: To optimise the standards of sustainable design and construction in accordance with London Plan policies 5.1, and 5.2 and London Borough of Newham Core Strategy policy SC2.

## Water statement

**OZ.17** Each application for the approval of Reserved Matters shall be accompanied by a water statement for the approval of the Local Planning Authority and no Development shall be ~~commenced~~ Commenced pursuant to the relevant Reserved Matters approval until the relevant water statement has also been approved. Each water statement shall contain as a minimum the following information in respect of the proposed development which is the subject of the Reserved Matters application:

- (a) whether the development will connect into a non potable water network;
- (b) how other measures to reduce potable water use (including but not limited to grey water recycling, rainwater harvesting and local sewage treatment) have been considered in the design of the development including consideration of how early decisions on design of water infrastructure could assist in achieving future water use targets including the Code for Sustainable Homes level 5/6 Wat 1 target; and
- (c) the anticipated potable water demand of the development.

Reason: To secure the maximum practicable reduction in potable water use and ensure that an adequate supply is available in accordance with London Plan policy 5.15 and London Borough of Newham Core Strategy policy SC1..

## Air Quality Report

**OZ.18** A construction air quality assessment shall be submitted to the Local Planning Authority for approval as part of each Zonal Masterplan submission and to the extent such assessment identifies new or different significant environmental effects during construction in comparison with the construction air quality assessment undertaken as part of the Environmental Statement there shall also be submitted for approval as part of the relevant Zonal Masterplan submission details of any proposed additional mitigation measures. The construction air quality assessments and proposed mitigation measures to be undertaken for each Zone pursuant to this Condition shall be substantially in accordance with policy, guidance and standards prevailing at the time of assessment, having regard to any proposed policy, guidance and standard alterations at the time of assessment. The Development shall be carried out in accordance with any approved additional mitigation measures.

Reason: To safeguard the amenities of existing residents adjoining the Site and the amenities of the residents of the early phases of the Development in accordance with London Plan policy 7.14 and Borough of Newham saved UDP policy EQ45

## Cycle parking Zones 2-5

**OZ.19** Development shall not ~~commence~~ Commence in each of Zones 2, 3, 4 and 5 unless and until details of cycle parking facilities to be provided as part of that Zone have been submitted to and approved by the Local Planning Authority. Such details shall include the location, times of use, type of cycle stands and/or spaces (including secure and covered stands and/or spaces), the number of cycle stands and/or spaces calculated in accordance with London Plan standards. Each Zone shall be constructed in accordance with the approved cycle parking details and the cycle parking facilities retained thereafter.

Reason: To ensure a suitable level of cycle parking and high quality facilities are provided as part of the Development in accordance with policies 6.1 and 6.9 of the London Plan and policy INF2 of the London Borough of Newham Core Strategy.

## Restriction on development of Zone 3

**OZ.20** No Development shall Commence in Zone 3 unless and until:

- (a) all parties with a freehold or leasehold interest which has at least 7 years unexpired in Zone 3 have entered into a supplemental section 106 agreement to bind Zone 3 in its

entirety by the planning obligations contained in the section 106 agreement entered into by the LPA, London and Continental Railways Limited and East Thames Partnership Limited in connection with the Development; and

(b) the LPA has confirmed in writing it is satisfied, having been provided with and investigated title, that all interests in Zone 3 are bound by the said supplemental section 106 agreement.

Reason: The amendment to the boundaries of Zones 2 and 3 results in the majority of the revised Zone 3 being outside the land bound by the s106 agreement. This condition restricts development in Zone 3 until the entirety of Zone 3 is bound by the s106 agreement such that the planning obligations contained in the s106 are enforceable in relation to Zone 3.

### **Applicable to the Detailed element only (Zone 1 / Phase 1)**

#### **Time limits for Phase 1**

**DZ.1** The Development shall be Commenced before the expiration of three years from ~~the date of this permission~~ **27 February 2014.**

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991

#### **Development in accordance with approved plans**

**DZ.2** Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the Development in Zone 1 shall be carried out in accordance with the following details and plan numbers:

076\_L(00)\_099 Rev E

076\_L(00)\_100 Rev F

076\_L(00)\_101 Rev E

076\_L(00)\_102 Rev E

076\_L(00)\_103 Rev D

076\_L(00)\_104 Rev D

076\_L(00)\_105 Rev C

076\_L(00)\_106 Rev D

076\_L(00)\_107 Rev D

076\_L(00)\_108 Rev D

076\_L(00)\_109 Rev D

076\_L(00)\_110 Rev D

076\_PL(00)\_018 Rev D

076\_PL(00)\_019 Rev F

076\_PL(00)\_020 Rev D

076\_PL(00)\_021 Rev E

076\_PL(00)\_022 Rev D

076\_PL(00)\_023 Rev -

and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

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

### **Protecting design quality**

**DZ.3** Prior to submission of details required by condition DZ.4 and DZ.5 details shall be submitted to the Local Planning Authority for approval which set out the process by which the quality of design is maintained from the scheme on the drawings hereby approved through to the preparation and implementation of the details required by conditions DZ.4 and DZ.5. The details as approved pursuant to this condition shall be implemented until all details for the development in Zone 1 have been submitted and approved.

Reason: In recognition of the importance of safeguarding the high quality of the design in accordance with policy 7.5 of the London Plan and policies SP3 and SP4 of the London Borough of Newham Core Strategy.

### **Details / samples of all external material**

**DZ.4** Materials & Details: Hardworks

Prior to the commencement of any works in Zone 1, other than those associated with remediation, substructure or surface water drainage, detailed drawings and sections (annotated with materials and finishes) at a scale to be agreed shall be submitted to and approved in writing by the Local Planning Authority.

The drawings submitted shall include:

- 1 all fenestration and doorway details; parapets and roof edge; heads, sills and jambs of all openings; brickwork features, textures;
- 2 final detailed specification of the external materials of all buildings including all walls, roofs, balconies and winter gardens;
- 3 the size, type and appearance of all paving or other hard surfaces; and
- 4 full details of street furniture proposed.

The Development in Zone 1 shall be implemented in accordance with the approved details unless minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure that the detailed design of these elements is satisfactory in accordance with policy 7.5 of the London Plan and policy SP.3 of the Lb of Newham Core Strategy.

### **Details of landscaping**

**DZ.5** Prior to the commencement of the soft landscaping works in Zone 1 permitted by this permission, the phasing of the planting including:

- 1 the finished ground levels and proposed drainage arrangements;
- 2 the means by which installed remediation measures are to be safeguarded;
- 3 the phasing of the planting
- 4 all fences, gates and other structures to be installed or modified;
- 5 the location and species of all trees and other vegetation to be retained;
- 6 proposed planting, including species, size and provenance, in respect of a soil source compatible to that on the site, of stock and planting densities;
- 7 specifications for planting and cultivation; and
- 8 management arrangements,

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

All planting shall be carried out in accordance with the approved details submitted and shall be maintained for the period during which it forms part of the Development hereby approved. Maintenance shall include replacement of any area of planting, tree or shrub that dies, is removed or becomes damaged or diseased. Replacement shall be with a similar species and size.

Reason: To ensure high standards of design and implementation of landscaping and the public realm in accordance with policies 7.5 and 7.19 of the London Plan.

#### **Southern town houses detail**

**DZ.6** Notwithstanding the details shown on the submitted plans and before any Development in Zone 1 is ~~commenced~~Commenced, further plans in respect of the proposed town houses (Block D) shall be submitted to the Local Planning Authority and approved in writing. The further plans shall show the following details:

1. amendments to the design of the southerly two units in Block D (indicated by the northern most broken line circle on plan MP001 Rev E) to respond to the units' position terminating the vista from Leyton Road and to the fact that the southern elevation will be an end elevation until the development of Zone 2, and
2. further drawings at a scale of 1:50 (or other scale agreed with the Local Planning Authority) showing the detail of the entrance to the basement car parking area in relation to the southernmost residential unit in Block D including boundary treatment, carriageway width and treatment and pedestrian and cycle access arrangements.

Reason: To ensure that the design of the units responds to their position and to ensure satisfactory access details in accordance with London Plan policy 7.1 and London Borough of Newham Core Strategy policies SP3 and SP4.

## **INFORMATIVES**

### **Site Wide strategies**

The applicant is advised that where a condition applying to All Zones (AZ 1 – AZ ~~106~~105) requires the submission of a site wide strategy, Code of Practice or Management Plan, such a condition may be partially discharged by the submission of a site wide framework setting out the principles to be followed across the Development regardless of the phase being implemented; detailed information is expected to be submitted prior to the commencement of each phase of the Development. The condition is only fully discharged for the whole site when detailed information has been submitted and approved for all Zones.

### **Thames Water**

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

There are large water mains adjacent to the proposed development. Thames Water will not allow any building within 5 metres of them and will require 24 hours access for maintenance purposes. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0845 850 2777 for further information. The applicant is also advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

### **London Underground**

The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements to be submitted pursuant to condition AZ.108, in particular with regard to: demolition; excavation; construction methods; security; boundary treatment; safety barriers; landscaping and lighting.

## Network Rail /High Speed 1

The applicant is advised to enter into discussions with HS1 and their Engineer, Network Rail (CTRL) early in the design process to assist in identifying any likely effects of the development on High Speed1 or HS1 Property. Contact: Ray Agozzino at HS1 Ltd, 73 Collier Street, London, N1 9BE  
Ray.Agozzino@Highspeed1.co.uk.

Dated this: 27 February 2014 as amended on [date of approval of NMAs to be inserted]



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

Dated this:

## ANNEX 1

### ZONAL MASTERPLAN SPECIFICATION

All Zonal Masterplans (ZMP) shall conform (to the extent appropriate for the level of detail required for the ZMP) to the following, unless minor variations have been otherwise agreed in writing by the Local Planning Authority:

- The approved Site Wide Parameter Plans;
- The Design and Access Statement as amended by the Design Development Addendum rev 6, May 2013
- In the case of ZMPs for Zones 2, 3 and 4, to the Leyton Road Design Principles Guide as approved by condition OZ.11

**The Zonal Masterplans will include the following: Drawings, Schedules, Visualisations, Models and Images**

- a) Plans on an Ordnance Survey Base at 1:500 indicating the layout of the Development proposed within the relevant Zone which (unless agreed otherwise in writing with the LPA) shall show as appropriate:
  - i) The footprint of Blocks in that Zone including the spatial distribution and mix of the principal land uses of residential (including the proportion and distribution of market, affordable and Family Housing Units of each type and size), retail, employment, leisure, community/uses and open space. Active frontages should also be identified;
  - ii) An area schedule including a range of floor areas by land-use type within a minimum and maximum range and where the land-use type includes employment uses the area schedule shall identify the minimum and maximum range within the employment use that may be managed and/or managed and affordable employment floorspace;
  - iii) Location (within LODs) of any landmark buildings, structures and features;
  - iv) Maximum and minimum Block heights from proposed and existing datums ~~allowing the range of typologies specified in the relevant PDZ Design Codes~~;
  - v) Location (within LODs) of Public Open Space, Play Spaces and key pedestrian and cycle linkages to those spaces;
  - vi) Confirmation the quantum of minimum residential amenity space and internal space standards will comply with condition OZ.8 (compliance with London Housing Design Guide).
  - vii) The principles of car and cycle parking provision, including location and the anticipated maximum number of spaces in accordance with conditions ~~AZ-66, AZ-67, AZ-64 to AZ-68 and AZ-69~~;
  - viii) Street layout outside the Blocks to include traffic calming measures, locations and specifications of home zones where appropriate, including key pedestrian and cycle linkages within the Zone, showing connections beyond the zone boundary;
  - ix) Public transport routes and infrastructure including phasing and bus priority measures based on the most up to date information from TfL;
  - x) Junctions of proposed roads with existing roads;

- xi) Strategic integration with adjoining areas, such plans to show approved proposals, proposals contained in adopted policy documents within adjacent zones and existing development within 50m deviation of the zonal boundary;
- xii) Any proposed topographical changes, relating to existing and proposed contours, continuously across the whole Zone as agreed with the Local Planning Authority; and
- xiii) Other infrastructure, including drainage and district heating network connections.
- xiv) In respect of Zones 2 and 3, an indication of the location of any pedestrian / cycle link proposed following the Connectivity Study undertaken pursuant to Schedule 2 of the s106 Agreement.

xv) Location of a safeguarded area for a cycle hire docking station within either Zone 2 or Zone 4 of the Development

- b) Cross-sections of the maximum LODs in wire frame model format and perspectives of key streets, buildings and open spaces, infrastructure interfaces and boundary conditions at a scale of not less than 1:200 (such cross-sections and scale to be agreed with the Local Planning Authority in advance of submission).
- c) A visual analysis of the ZMP maximum Block heights to include perspectives into the zone and sections, which extend beyond the application site boundary in locations where development is proposed in sensitive locations (as defined in the Environmental Statement).
- d) Working model to 1:500 scale plus models of 1:200 scale (or such other scale as may be agreed with the Local Planning Authority) of key areas to be agreed by the Local Planning Authority.
- e) A building plot phasing plan.
- f) An Illustrative Reconciliation Masterplan which updates the Site Wide Masterplan in the light of the submitted ZMP or any other submitted or approved ZMPs.
- g) A materials palette for buildings, public and private realm from which Reserved Matters submissions may select for development plots, streets, public realm and open space (public and private).

**The Zonal Masterplans will include the following: Statements and Strategies**

- h) Landscape strategy setting out design guidance in respect of:
  - i) soft landscaping design guidance which expands on but is in general accordance with the approved Landscape Design Statement as amended setting out;
    - general arrangements/areas of soft landscaping;
    - suitable planting species and planting strategy in accordance with Landscaping proposals, Biodiversity Action Plan priority habitat and bio diverse roof space specification ( see conditions AZ.53 to [AZ 61](#) [AZ 63](#)).
  - ii) hard landscaping design guidance which expands on but is in general accordance with the approved Landscape Design Statement as amended setting out:
    - pedestrian, cycle way and shared space guidance (including guidance on footway and cycleway widths and surface materials) which co-ordinates with existing pedestrian and cycle connections;
    - typical design details or minimum specifications for play space, play equipment, street furniture (including telecommunications, broadcasting and electrical equipment), seating, lighting, surface materials, access, retaining structures, handrails, parapets and tree pits providing a coordinated palette of materials across the zone;
  - iii) Initial lighting guidance which considers the protection of habitats and minimising light pollution;



- iv) Public art;
  - v) Signage and advertising;
  - vi) Interim treatment of areas within the zone and their boundaries pending their development.
- i) Design statement to include where relevant:
- i) An explanatory statement which provides a supporting narrative on the aspects listed at points a) to g) above including;
    - Principles relating to landmark buildings as it relates to point a) iii) above;
    - Measures for dealing with infrastructure and safeguarding within that zone as it relates to points a) (ix) and a) (xii) above;
    - Phasing of development across the zone as it relates to point e) above, including details of infrastructure phasing where relevant;
    - Areas for public and private use as it relates to a) (i), a) (v), a) (viii) and a) (ix) above;
    - How the key pedestrian and cycle linkages identified at point a) (viii) above provide access to the bus network, as far as it is known at ZMP submission stage, and stations;
  - ii) An initial assessment of the impact of the uses and locations identified at point a) (i), open space locations identified at point a) (v) and maximum block heights identified at point a) (iv) on future amenity within the Zone and on neighbouring properties including;
    - Impact on privacy;
    - Sunlight/daylight;
    - Potential night-time light pollution from commercial, retail and leisure uses onto adjacent residential property;
- j) An inclusive access statement for each Zonal Masterplan will be prepared in accordance with the approved Site Wide inclusive access strategy, and shall demonstrate compliance with the requirements for Lifetime Homes and wheelchair housing provision.
- k) A statement summarising the comments of the Quality Review Panel on the relevant draft Zonal Masterplan application detailing how those comments have been taken into consideration and reflected in the final Zonal Masterplan application. The statement shall incorporate comments provided by a suitably qualified Quality Review Panel Member(s) which specifically comments on the inclusive design and accessibility aspects of the Zonal Masterplan ~~and the Sub-Zonal Masterplan.~~
- l) A statement which explains the way in which relevant aspects of Association of Chief Police Officers Secured by Design (including Secured Car Parks) have been applied within the Zonal Masterplan to the extent appropriate for the level of detail required for the ZMP.
- m) A green infrastructure statement as required by condition AZ.53
- n) A construction transport management plan (CTMP) which provides details as set out in condition ~~AZ.2~~ AZ.5 and which is specific to the Zone which is the subject of the ZMP.
- o) A construction air quality assessment as required by condition OZ.18
- p) Key principles for the location of the Affordable Housing Units and Family Housing
- ~~q) A statement of consultation with the community facilities working group and evidence of the community facilities working group's recommendations for the provision of community facilities within the Planning Delivery Zone~~

**The Zonal Masterplans and will include the following: Compliance Statement**

- g)** A compliance statement which demonstrates compliance with the Sustainability, Energy, Climate Change and BAP Habitat specifications, obligations and conditions contained within this permission and the Section 106 Agreement that affect the Zonal Masterplan.

## ANNEX 2

### RESERVED MATTERS SPECIFICATION

The following shall be included as part of each application for the approval of Reserved Matters, unless otherwise agreed in writing by the Local Planning Authority:

- (i.) a statement and such other material as may reasonably be necessary to demonstrate that the Reserved Matters application accords with the Zonal Masterplan approved in respect of the relevant Zone.
- (ii.) where the Reserved Matters application has been considered by the Quality Review Panel a statement summarising the comments received from the Quality Review Panel and detailing how those comments have been taken into consideration and reflected in the final Reserved Matters application.
- (iii.) details of layout, scale, appearance, means of access and materials to be used
- (iv.) a statement of participation with neighbouring and other affected residential and business owners and occupiers
- (v.) an equalities statement
- (vi.) an inclusive access and design statement (which shall demonstrate compliance with the requirements for Lifetime Homes and wheelchair housing provision where applicable and the Site Wide inclusive access strategy)
- (vii.) a planning statement which shall set out how the reserved matters application is in accordance with relevant planning policy current at the time of submission
- (viii.) an Illustrative Reconciliation Masterplan
- (ix.) a series of development context drawings (comprising plans, elevation and section drawings of 1:200, 1:500 or some other scale agreed with the Local Planning Authority which shows Development approved pursuant to Reserved Matters approvals and existing adjoining development
- (x.) a 1:1250 scale drawing on an OS base showing details of any Reserved Matters already approved in respect of the relevant Zone.
- (xi.) a Reserved Matters application which includes the erection of a building(s) shall include the following:
  - a micro-climate report,
  - a sunlight daylight assessment
  - a sustainability statement in accordance with Condition [OZ-13](#)[OZ-14](#)
  - a climate change statement in accordance with Condition [OZ-14](#)[OZ-15](#)
  - an energy statement in accordance with Condition [OZ-15](#)[OZ-16](#)
  - a water statement in accordance with Condition [OZ-16](#)[OZ-17](#)
  - details of sustainable construction measures
  - details of waste and recycling facilities
  - details of plant
  - noise and vibration mitigation measures incorporated into the design of the building
  - drawings of an appropriate scale(to be agreed in advance with the Local Planning Authority) showing the finished floor levels for each building.
- (xii.) a Reserved Matters application which includes hard and/or soft landscaping shall include the following:
  - the finished ground levels and proposed drainage arrangements;
  - the means by which installed remediation measures are to be safeguarded;
  - the size, type and appearance of all paving or other hard surfaces, including a sample of the materials to be used;
  - all fences, gates and other structures to be installed;
  - the location and species of all trees and other vegetation to be retained;

- proposed planting (including provision for at least one fruit tree or shrub per dwelling), including species, size and provenance, in respect of a soil source compatible to that on the site, of stock, planting densities and Green Roof Space;
  - specifications for planting and cultivation; and
  - management arrangements, particularly for retained and/or created ecological habitats;
  - a Reserved Matters landscape delivery plan showing the phased delivery of the landscape in the area of the Reserved Matters submission and identifying the landscaping to be completed before each building in the submission can be Occupied.
- (xiii.) details of external lighting (including a statement of how such lighting is in accordance with the approved Site Wide lighting strategy) and any CCTV installations.
- (xiv.) where the Reserved Matters application involves structures such as retaining walls or other engineering works (such as roads, service areas, parking, footpaths or other hard surfaced areas) details of the layout, finished levels, materials to be used on external surfaces, ancillary buildings and street furniture (including lighting)
- (xv.) where the Reserved Matters application includes Play Space, a statement of compliance with the Play Strategy set out in the approved Landscape Design Statement
- (xvi.) where the Reserved Matters application includes car parking provision the allocation of residential spaces between market and affordable housing, taking account of views of affordable housing providers and the details required by condition AZ.65
- (xvii.) where a Reserved Matters Application includes employment floorspace, it shall include the amount of floorspace within such employment floorspace that is to be managed employment floorspace and/or managed and affordable employment floorspace.

### ANNEX 3

#### Chobham Farm EIA mitigation February 2014, based on updated EIA.

| No | EIA topic                          | Impact                               | Construction/Operation | ES mitigation  | Hyder Comments                             |
|----|------------------------------------|--------------------------------------|------------------------|--|--|
| 1  | <b>Townscape and Visual Impact</b> | Adverse townscape and visual effects | Construction           | Incorporation of measures in a Construction Environmental Management Plan ('CEMP') to minimise the adverse effects during the construction period.   | CEMP to be secured by a planning condition |
| 2  | <b>Townscape and Visual Impact</b> | Adverse townscape and visual effects | Construction           | Inclusion of a construction lighting strategy as part of the CEMP to ensure lighting effects are minimised. As most construction operations will take place during daylight hours, the use of lighting is unlikely to impact significantly during the construction period. | Incorporate as part of CEMP                |
| 3  | <b>Townscape and Visual Impact</b> | Adverse townscape and visual effects | Construction           | Careful design and use of hoardings will be used where necessary and appropriate to screen certain elements of the construction process to minimise the adverse visual effect of construction.   | Incorporate as part of CEMP                |
| 4  | <b>Townscape and Visual Impact</b> | Adverse townscape and visual effects | Construction           | The site will operate to ensure minimum storage of materials on site and on the construction platform and to incorporate where possible 'just in time' delivery.   | Incorporate as part of CEMP                |
| 5  | <b>Townscape and Visual Impact</b> | Adverse townscape and visual effects | Operation              | For Zones 2-5 of the Masterplan the following measures should be integrated into the design of the proposed development at the reserved  | None                                       |

| No | EIA topic                    | Impact   | Construction/Operation | ES mitigation  | Hyder Comments |
|----|------------------------------|--|------------------------|--|----------------|
|    |                              |  |                        | <p>matters stage:</p> <ul style="list-style-type: none"> <li>• Incorporate design features and detailed articulation of facades which add interest, articulation and texture to the appearance of the buildings, particularly in views from public open spaces. This should include use of a range of materials to define individual elements of the development and aid legibility;</li> <li>• use of design features to provide emphasis to pedestrian entrances to buildings and create active frontages to streets;</li> <li>• comprehensive landscaping plan which integrates with the landscaping within the Zone 1 development; and</li> <li>• detailed design of roof lines which will be clearly viewed from the higher ground level within the Athlete's Village.</li> </ul> |                |
| 6  | <b>Daylight and Sunlight</b> | Impacts on daylight and sunlight levels of neighbouring properties | Operation              | In the case of Zone 1, the design development process has included alterations to window sizes, balcony positions and room layouts to ensure natural light levels within the development are maximised.  | None           |
| 7  | <b>Daylight and Sunlight</b> | Impacts on daylight and sunlight levels of                         | Operation              | Inputs to the iterative design process for subsequent zones of the development will be provided as their detailed design is taken  | None           |

| No | EIA topic                    | Impact                                    | Construction/Operation | ES mitigation   | Hyder Comments     |
|----|------------------------------|---|------------------------|---|--------------------|
|    |                              | neighbouring properties                   |                        | forward at the reserved matters stages.   |                    |
| 8  | <b>Daylight and Sunlight</b> | Overshadowing of courtyards               | Operation              | In relation to overshadowing, no mitigation is considered necessary for the Zone 1 detailed proposal. The assessment for the outline proposals for Zones 2-5 identified several courtyards which under the parameters received significant areas of overshadowing. Subject to appropriate landscaping and planting, these spaces will provide good quality useable amenity space for residents. These courtyard spaces and the buildings which enclose them will be designed in detail during the reserved matters phases of the development and will be the subject of further analysis at this stage. | None               |
| 9  | <b>Daylight and Sunlight</b> | Overshadowing of courtyards               | Operation              | Mitigation through detailed design could include opening out of courtyards, breaking up building mass into separate volumes and placing low rise elements on the west side of courtyards.   | None               |
| 10 | <b>Wind</b>                  | Wind microclimate is windier than desired | Operation              | Planting and other landscape enhancements would increase shelter, particularly during the late spring and summer seasons, when deciduous varieties are in full leaf.  | Planning condition |
| 11 | <b>Wind</b>                  | Wind microclimate is windier than desired | Operation              | Entrances:<br><br>Entrance locations are not identified in the parameter plans. As detailed design progresses, the assessment in Figure F3 should   | None               |

| No | EIA topic   | Impact                                    | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-------------|---|------------------------|---|----------------|
|    |             |   |                        | <p>be reviewed to either avoid positioning entrances in windy zones where the wind microclimate is classified as (suitable for leisure walking) or to ensure that additional shelter is provided to the entrance.</p> <p>Localised shelter adjacent to the entrance can be achieved by recessing or incorporating vertical screening to create a sheltered zone immediately outside the entrance.</p> |                |
| 12 | Wind        | Wind microclimate is windier than desired | Operation              | <p>Amenity Spaces:</p> <p>In amenity spaces, sitting conditions are desired during the summer months. The majority of the site is expected to be suitable for sitting in the summer. However, seating areas in zones classified as suitable for standing would benefit from additional shelter which could be provided by suitable combination of hard or soft landscaping or screening.</p>          | None           |
| 13 | Air Quality | Fugitive dust emissions                   | Construction           | <p>Implement mitigation measures for high risk sites, based on the emerging guidance from the Greater London Council, as part of their revision of the 'The control of dust and emissions from construction and demolition: Best Practice Guidance' (2006), as summarised below:</p> <p>Communications:</p> <ul style="list-style-type: none"> <li>Develop a stakeholder communication</li> </ul>     | None           |



| No | EIA topic | Impact | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-----------|--------|------------------------|---|----------------|
|    |           |        |                        | <p>plan;</p> <ul style="list-style-type: none"> <li>• Display name and contact details of responsible person for dust issues on Site boundary; and</li> <li>• Display office contact information.</li> <li>• Dust Management:</li> <li>• Implement a dust management plan to be approved by the local authority;</li> <li>• Record all complaints and incidents; and</li> <li>• Liaise with other construction sites within 500 m of Site boundary.</li> </ul> <p>Monitoring:</p> <ul style="list-style-type: none"> <li>• Undertake daily on and off site visual inspections; and</li> <li>• Agree monitoring requirements with local authority.</li> <li>• Preparing and Maintaining the Site:</li> <li>• Use site layout to locate activities away from sensitive receptors;</li> <li>• Erect solid screens and barriers around the Site;</li> </ul> |                |

| No | EIA topic | Impact | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-----------|--------|------------------------|---|----------------|
|    |           |        |                        | <ul style="list-style-type: none"> <li>• Avoid site runoff of water and mud;</li> <li>• Reduce storage of dusty materials to a minimum; and</li> <li>• Minimise emissions from stockpiles by covering, seeding, fencing or damping down.</li> </ul> <p>Operating Vehicle/Machinery and Sustainable Travel:</p> <p>Ensure vehicles switch of engines when stationary;</p> <ul style="list-style-type: none"> <li>• Avoid use of generators where possible;</li> <li>• Enforce an on-site speed limit of 15 mph on surfaced roads and 10 mph on unsurfaced areas; and</li> <li>• Implement a sustainable travel plan for site workers.</li> </ul> <p>Operations:</p> <ul style="list-style-type: none"> <li>• Cutting, grinding or sawing equipment only to be used with suitable dust suppression equipment or techniques;</li> <li>• Ensure adequate water supply for effective dust and particulate matter suppression;</li> <li>• Use enclosed chutes, conveyors and</li> </ul> |                |

| No | EIA topic | Impact | Construction/Operation | ES mitigation  | Hyder Comments |
|----|-----------|--------|------------------------|--|----------------|
|    |           |        |                        | <p>covered skips;</p> <ul style="list-style-type: none"> <li>• Minimise drop heights of materials; and</li> <li>• Ensure suitable cleaning material is available at all times to clean up spills.</li> <li>• Waste Management:</li> <li>• Avoid bonfires.</li> </ul> <p>Measures Specific to Demolition:</p> <ul style="list-style-type: none"> <li>• Where possible soft strip internal areas before external demolition;</li> <li>• Ensure effective water suppression; and</li> <li>• Avoid explosive blasting.</li> <li>• Measures Specific to Earthworks:</li> <li>• Re-vegetate or cover earthworks and exposed areas as soon as practicable.</li> </ul> <p>Measures Specific to Construction</p> <ul style="list-style-type: none"> <li>• Avoid scabbling where possible;</li> <li>• Ensure aggregates are stored in bunded areas and are not allowed to dry out; and</li> <li>• Ensure bulk cement and other fine materials are delivered in enclosed</li> </ul> |                |

| No | EIA topic   | Impact            | Construction/Operation | ES mitigation  | Hyder Comments  |
|----|-------------|-------------------|------------------------|--|---|
|    |             |                   |                        | <p>containers and stored in silos.</p> <p>Measures Specific to Trackout</p> <ul style="list-style-type: none"> <li>• Use water-assisted dust sweepers to clean access and local roads;</li> <li>• Avoid dry sweeping of large areas;</li> <li>• Ensure vehicles entering and leaving the Site are appropriately covered;</li> <li>• Install hard surfaced haul routes; and</li> <li>• Implement a wheel washing system.</li> </ul> |   |
| 14 | Air Quality | Vehicle emissions | Construction           | None   | <p>Whilst air quality effects of construction vehicle emissions are predicted to be insignificant, it may be prudent to implement a travel plan for the construction phase, which would ensure the most economical use of construction vehicles, thus keeping the number of construction vehicles to a minimum.</p> |
| 15 | Air Quality | Vehicle emissions | Operation              | Implement a green travel plan to promote sustainable means of travel and to reduce   | None  |

| No | EIA topic   | Impact                  | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-------------|-------------------------|------------------------|---|----------------|
|    |             |                         |                        | <p>residents' and visitors' reliance on private cars.</p> <p>Ensure all living rooms and bedrooms with a single aspect fronting onto Leyton Road on the third floor and below are provided with a vented fresh air supply, which would duct air in from either the rear of the development or from vents located above third floor level.</p> <p>Although detailed plans have not been provided for the later, outline elements of the Proposed Development, it is proposed that a similar approach is followed to that described above to ensure residential exposure to poor air quality is minimised.</p>  |                |
| 16 | Air Quality | Energy centre emissions | Operation              | <p>If the Energy Centre was to become the preferred option, a more detailed assessment should be undertaken as part of the detailed design specification to ensure that the plant chosen and the stack design would ensure adequate dispersion of pollutants to further reduce the significance of the effects identified in the assessment. This assessment should consider impacts both within LBN and within adjacent boroughs such as the London Borough of Waltham Forest. The use of appropriate plant technology to reduce emissions combined with an appropriate stack design, including a possible increase in stack height should result in a reduction in ground level concentrations of pollutants compared with that modelled.</p> | None           |

| No | EIA topic                    | Impact  | Construction/Operation      | ES mitigation  | Hyder Comments                      |
|----|------------------------------|---|-----------------------------|--|-------------------------------------|
| 17 | <b>Traffic and Transport</b> | Increase in road traffic for the removal of materials from the site during demolltion and excavation and deliveries of materials to and from the site | Demolition construction and | Access routes between TfL Strategic Road Network and the site would be agreed with TfL and LBN.  | planning condition                  |
| 18 | <b>Traffic and Transport</b> | Increase in road traffic for the removal of materials from the site during demolition and excavation and deliveries of materials to and from the site |                             | A construction management plan will be prepared and implemented for the site to ensure that the impact of the proposed development during construction is minimised.   | Planning condition                  |
| 19 | <b>Traffic and Transport</b> | Increased traffic on local highway network and public transport services  | Operation                   | Prepare a Travel Plan to encourage sustainable patterns of travel  | Planning condition                  |
| 20 | <b>Socio Economics</b>       | Employment opportunities  | Construction                | The applicant is committed to making appropriate provision for skills training and local labour procurement on this development, as indicated in Section 8 (S106 Heads of Terms) within the Planning Statement for this application.   | Planning condition                  |
| 21 | <b>Socio Economics</b>       | Impact on education provision   | Operation                   | The only potentially adverse impact of the scheme would be on education provision. This could be fully mitigated by appropriate financial contributions from the developer via a S106 Agreement following discussion with the Local Planning Authority and Newham Council and taking account of any surplus provision in the | Secure through a planning condition |

| No | EIA topic              | Impact                           | Construction/Operation | ES mitigation   | Hyder Comments                      |
|----|------------------------|----------------------------------|------------------------|---|-------------------------------------|
|    |                        |                                  |                        | area at the time of each detailed phase approval.   |                                     |
| 22 | <b>Socio Economics</b> | Impact on pre-school provision   | Operation              | In terms of pre-school (nursery) provision, the applicant is agreeable in principle to providing a nursery within the development if it can be accommodated. Otherwise, an appropriate developer contribution would be made via a S106 Agreement taking account of any existing provision in the area.  | Secure through a planning condition |
| 23 | <b>Socio Economics</b> | Impact on community facilities   | Operation              | The proposals include 600 m <sup>2</sup> of community floorspace which could encompass a range of facilities.   | None                                |
| 24 | <b>Socio Economics</b> | Health and Open Space Facilities | Operation              | To be reviewed at the reserved matters stage if necessary.  | None                                |
| 25 | <b>Socio Economics</b> | Employment Opportunities         | Operation              | <p>The 403 net additional jobs generated directly by the proposals within Newham will, in themselves, comprise a positive impact that does not require mitigation. However, it should be possible to maximise the economic benefits of the scheme locally through measures such as encouraging local recruitment for the new job opportunities offered, particularly at the construction phase but also in the longer term operation of the development.</p> <p>Other initiatives to be considered in relation to employment and training opportunities for the</p> | None                                |

| No | EIA topic | Impact  | Construction/Operation      | ES mitigation  | Hyder Comments                                      |
|----|-----------|---|-----------------------------|--|---|
|    |           |   |                             | <p>local population would include:</p> <ul style="list-style-type: none"> <li>• providing the opportunity for local labour resources to be used where possible, including encouraging recruitment through local press and job centres;</li> <li>• encouraging, where practicable, products and services to be procured locally;</li> <li>• if feasible, establishing a recruitment centre for construction workers on the site;</li> <li>• if feasible, or in conjunction with other schemes in the local area, provision of skills training facilities on site in conjunction with local skills partners.</li> </ul> <p>These measures would be subject to discussion with Newham Borough Council in the context of other employment initiatives. The applicant is agreeable in principle to the establishment of pre-employment routes as part of economic enhancement measures to address long-term unemployment in the area, working with existing initiatives where possible.</p> |   |
| 26 | Noise     | Noise and vibration impacts on on-site receptors and surrounding area | Demolition construction and | Contractors would be required to ensure that works are carried out in accordance with Best Practice Means as stipulated in the Control of Pollution Act 1974. A full explanation of  | CEMP to be secured by means of a planning condition |



| No | EIA topic | Impact | Construction/Operation | ES mitigation  | Hyder Comments |
|----|-----------|--------|------------------------|--|----------------|
|    |           |        |                        | <p>measures to control construction noise would be incorporated within a Construction Environmental Management Plan (CEMP) and detailed in all demolition and construction method statements.</p> <p>The proposals in regards to general noise mitigation would be in accordance with BPM as specified in BS 5228 and would comprise the following, where possible :</p> <ul style="list-style-type: none"> <li>• using acoustic Site hoarding, 2.4 metres high;</li> <li>• using continuous flight auger piling, at locations where noise-sensitive receptors are within 20 m;</li> <li>• using 'silenced' plant and equipment;</li> <li>• switching off engines where vehicles are standing for a significant period of time;</li> <li>• fitting of acoustic enclosures to suppress noisy equipment;</li> <li>• operating plant at low speeds and incorporating of automatic low speed idling;</li> <li>• selecting electrically driven equipment in preference to internal combustion powered, hydraulic power in preference to pneumatic and wheeled in lieu of</li> </ul> |                |

| No | EIA topic | Impact | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-----------|--------|------------------------|---|----------------|
|    |           |        |                        | <p>tracked plant;</p> <ul style="list-style-type: none"> <li>• properly maintaining all plant (greased, blown silencers replaced, saws kept sharpened, teeth set and blades flat, worn bearings replaced, etc);</li> <li>• considering the use of temporary screening or enclosures for static noisy plant to reduce noise emissions;</li> <li>• certifying plant to meet any relevant EC Directive standards; and</li> <li>• undertaking awareness training of all contractors in regards to BS5228 (Parts 1 and 2) which would form a prerequisite of their appointment.</li> </ul> <p>Should any non-routine activities be identified that would make it impracticable to work to the target criterion, provisions would be set out in advance and with the agreement of LBN, to reduce the effect.</p> <p>Noise monitoring would be carried out during particularly noisy phases of work close to the Site boundary so that such situations can be actively managed in accordance with the CEMP.</p> <p>For any proposed construction works to be undertaken outside of the permitted working day, particularly at night, prior consent would be sought from LBN. Dispensation procedures for</p> |                |

| No | EIA topic | Impact                                     | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-----------|--|------------------------|---|----------------|
|    |           |  |                        | <p>works would be agreed in advance and included within Construction Method Statements and the CEMP or Section 61 Agreement where adopted. Section 61 of the Control of Pollution Act, 1974, allows a contractor to apply to the local planning authority for prior consent for construction works.</p> <p>Deliveries and removal of material off-site, would be subject to the following controls:</p> <ul style="list-style-type: none"> <li>• Planning all mass concreting operations for weekends whenever possible;</li> <li>• Ensuring that construction traffic is parked off the public highway;</li> <li>• Controlling the discharge of trucks from Site to avoid congestion; and</li> <li>• Implementing traffic management systems at the entrance to the Site at all times to control the traffic into the Site.</li> </ul> |                |
| 27 | Noise     | Increase in road traffic noise in the area | Operation              | Standard thermal double glazing would be installed along all facades, with the exception of those identified in this assessment as requiring a higher acoustic performance to provide appropriate internal noise levels, namely those that are outward facing, towards the northern and southern extremities of the Site.   | None           |

| No | EIA topic | Impact  | Construction/Operation | ES mitigation  | Hyder Comments  |
|----|-----------|---|------------------------|--|---|
| 28 | Noise     | Noise impacts   | Operation              | <p>The ventilation strategy for the detailed application area (Phase 1) has to incorporate whole-house systems, with heat exchangers, capable of providing Part F compliant levels of background ventilation.</p> <p>This approach aims to achieve internal noise standards higher than those required by LBN in the majority of habitable rooms.</p>  | None  |
| 29 | Noise     | Noise in outdoor spaces   | Operation              | <p>Consideration has been given throughout the design process to minimising noise exposure in external areas, in order to improve amenity and engender an atmosphere of neighbourhood. The development has several areas of community amenity space which are screened from the major transportation links by the development buildings.</p>   | None  |
| 30 | Noise     | Stacking, Noise Transfer and Interactions between Internal Spaces | Operation              | <p>Prior to their construction a detailed design specification would be submitted to LBN for approval, with post completion sound insulation testing carried out prior to the occupation of any dwellings on-site.</p> <p>Further to this, specific care would be taken where party walls or floors are proposed between commercial and residential spaces and appropriate design measures taken to ensure no conflict between these spaces and appropriate amenity provided for future inhabitants of the</p> | <p>Planning condition:<br/>Detailed design specification to be submitted prior to construction.</p> |

| No | EIA topic   | Impact   | Construction/Operation | ES mitigation   | Hyder Comments  |
|----|-------------|--|------------------------|---|---|
|    |             |  |                        | residential units.  |   |
| 31 | Noise       | Noise Impacts from Proposed Commercial Activities        | Operation              | <p>Noise impacts arising from the operation of static plant associated with the proposed retail and commercial elements of the Proposed Development proposals will be mitigated to within planning conditioned limits, via enclosures, carefully selected location and acoustically considerate plant selection.</p> <p>Further to this, noise arising from the operation of the proposed commercial and retail elements would be minimised via the use of a Servicing and Deliveries Management Plan containing restricted delivery hours and specified locations for such activity.</p> | Planning condition: Preparation of a Servicing and Deliveries Management Plan           |
| 32 | Archaeology | Potential impact on archaeological and paleo-environment | Demolition             | <p>Targeted trenching.</p> <p>Evaluation trenching focussed in areas of impact from the proposed scheme will be undertaken following demolition of buildings within each development zone.</p> <p>Trial-trenches should be targeted in those areas which have the greatest potential for archaeological survival and in which the development will have below ground impacts. Sampling of the palaeo-environmental deposits may be required at this stage.</p> <p>Any finalised programmes of work should be agreed with the Archaeological Adviser of</p>                                | To be secured by planning condition: evaluation trenching and further work if necessary |

| No | EIA topic   | Impact   | Construction/Operation             | ES mitigation   | Hyder Comments  |
|----|---|--|------------------------------------|---|---|
|    |   |  |                                    | <p>London Borough of Newham during the detailed design process for Zone 1 and the reserved matters applications for Zones 2-5, when the extent of impact can be ascertained. The results of trial trenching work may lead to a requirement for further mitigation works such as excavation. This will depend upon the nature of archaeological remains identified and the impact upon them from the proposed scheme.</p>  |   |
| 33 | <p><b>Ground Conditions and Contamination</b></p> | <p>Potential impact from contaminated land</p> <p>Potential impact on groundwater through excavation and earthworks.</p> | <p>Demolition and construction</p> | <p>Undertake a detailed geotechnical and environmental intrusive investigation of the Site.</p> <p>The site investigation would target specific potential areas of contaminative concern, as well as providing a wider site coverage to provide a general characterisation at the Site.</p> <p>The site investigation would be carried out in general accordance with Contaminated Land Report 11: Model Procedures for the Management of Land Contamination.</p> <p>The site investigation strategy would comprise the following:</p> <ul style="list-style-type: none"> <li>• borehole installation</li> <li>• Shallow Soil Investigation</li> <li>• groundwater monitoring</li> <li>• analytical strategy</li> </ul> | <p>The site investigation works should be secured by means of a planning condition.</p> <p>Gas and groundwater monitoring to be secured by means of a planning condition.</p> |

| No | EIA topic                                  | Impact                                    | Construction/Operation | ES mitigation  | Hyder Comments   |
|----|--|---|------------------------|--|--|
|    |  |   |                        | <ul style="list-style-type: none"> <li>land gas monitoring</li> </ul> <p>Gas and groundwater monitoring would be carried out to adequately assess the gas regime and groundwater status of the Site. Gas monitoring would inform the requirement and design for ground gas protection measures in buildings (e.g. in the form of a passive gas venting system), if required.</p>                                       |  |
| 35 | <b>Ground Conditions and Contamination</b> | Potential impact from unexploded ordnance | Construction           | <p>Given that LBN has identified there to be a medium to high potential for unexploded ordnance at the Site, prior to any intrusive works, a desk study would be undertaken to further assess this risk. Should the desk study identify a high risk of unexploded ordnance at the Site, an on-site unexploded ordnance survey may be necessary before undertaking any intrusive or construction works at the Site.</p> | The desk study to identify risk from unexploded ordnance should be secured by means of a planning condition. |
| 36 | <b>Ground Conditions and Contamination</b> | Potential impact from contaminated land   |                        | <p>A Qualitative Risk Assessment (QRA) will be undertaken where concentrations of contaminants at the Site are present above the generic assessment criteria. The QRA would also include a remediation statement outlining measures required to mitigate contamination (if any) and also assess the effects of the future development, proposed cut and fill operations and foundation/building design.</p>            | A QRA should be secured by a planning condition.   |
| 37 | <b>Ground Conditions and</b>               | Potential for site                        | Demolition and         | A Site Remediation Strategy (if required) would  | A Site Remediation   |

| No | EIA topic                                  | Impact   | Construction/Operation | ES mitigation  | Hyder Comments   |
|----|--|--|------------------------|--|--|
|    | <b>Contamination</b>                       | construction workers to come into contact with potentially contaminated materials  | construction           | <p>be developed in accordance with appropriate guidance and agreed with the LLDC and LBN.</p> <p>Following remediation, a Remediation Verification report would be produced to verify the works and confirm that the remediation was carried out in accordance with the approved Remediation Strategy. This would be submitted to the LLDC and LBN for formal approval and sign off.</p> | Strategy and Remediation Verification Report should be secured by a planning condition |
| 38 | <b>Ground Conditions and Contamination</b> | Deep foundations for the proposed buildings and structures will create potential pathways between contaminated made ground and groundwater | Construction           | A piling risk assessment would be undertaken during the detailed design stage as the proposed piling strategy is developed by the structural engineers to determine the most appropriate method of piling. This would mitigate the risk of potential contamination to groundwater from piling during the construction stage and would be agreed by the EA.                               | None   |
| 39 | <b>Ground Conditions and Contamination</b> | Potential for contamination of water supply  | Construction           | Detailed design of services and associated standard, good practice mitigation measures for water supply pipes and other utilities would be provided during the detailed design stage.  | Detailed design of services to be secured by planning condition.                       |
| 40 | <b>Ground Conditions and Contamination</b> | Potential impact on future occupants from contaminated material  | Operation              | Areas of soft landscaping would be supplied with a minimum of a 300 mm layer of imported clean topsoil and subsoil to protect end users and provide a suitable medium for plants. The topsoil and subsoil would also be underlain by a geotextile membrane.  | None   |



| No | EIA topic                                  | Impact   | Construction/Operation      | ES mitigation   | Hyder Comments   |
|----|--|--|-----------------------------|---|--|
| 41 | <b>Ground Conditions and Contamination</b> | Potential impact from vehicle storage and refuelling to cause water pollution                              | Construction                | During the detailed design, and as required by standard good practice, oil interceptors would be designed into the surface drainage systems to ensure that there is no potential contamination from cars and service vehicles.  | To be incorporated into CEMP   |
| 42 | <b>Ground Conditions and Contamination</b> | Potential impact on construction workers coming into contact with contaminated soils                       | Demolition and Construction | <p>A Construction Environmental Management Plan (CEMP) will be produced to ensure these risks are minimised as far as possible. The CEMP will include:</p> <ul style="list-style-type: none"> <li>• use of appropriate, safe working practices;</li> <li>• provision of health and safety training;</li> <li>• installation of guidance notes and signs at the Site;</li> <li>• preparation of a contingency plan in case of accidents as required under the Guide for Site Investigations and Remediation; and</li> <li>• provision of personal protective equipment (PPE).</li> </ul> | The CEMP should be developed and implemented as required by an appropriately worded planning condition and approved by relevant departments within LBN and the LLDC. |
| 43 | <b>Ground Conditions and Contamination</b> | The risk of inhalation of contaminated dust and hazardous gas emissions by off-site residential/commercial | Construction                | Use of safe working practices, such as dust monitoring, the requirements and frequency of which would be agreed with LBN. Demolition and construction contractors would employ dust suppression techniques, where necessary, to   | To be incorporated into CEMP   |

| No | EIA topic                                  | Impact  | Construction/Operation      | ES mitigation  | Hyder Comments                                  |
|----|--|---|-----------------------------|--|---|
|    |  | users, members of the public and demolition/construction workers during the redevelopment works |                             | reduce the potential generation of contaminated dust particles and their off-site migration.   |   |
| 44 | <b>Ground Conditions and Contamination</b> | Potential impacts from leaching of contaminants   | Demolition and Construction | The potential for leaching of contaminants at the Site during demolition and construction (including the removal of hardstanding) would be identified following the results of the Phase 2 Site investigation. Following this, an appropriate risk assessment would be carried out to minimise the risk of leaching from contaminants.   | Secure through a planning condition             |
| 45 | <b>Ground Conditions and Contamination</b> | Potential impact from contaminative liquids and chemicals on site to groundwater                | Demolition and Construction | <p>Specific measures that would be expected to be included in the CEMP are as follow:</p> <ul style="list-style-type: none"> <li>• All liquids and solids of a potentially hazardous nature would be stored on surfaced areas, with bunding, in accordance with the EA's Pollution and Prevention Guidance Notice 2 (PPG2) preventing pollution from above ground storage tanks<sup>32</sup>;</li> <li>• The Principal Contractor would be required to ensure that any hazardous substances used on-site, including oil drums or containers on-site, are used and stored in accordance with Control of Substances Hazardous to Health (COSHH)<sup>33</sup> Regulations and Control of</li> </ul> | CEMP to be secured through a planning condition |

| No | EIA topic                                  | Impact  | Construction/Operation | ES mitigation  | Hyder Comments                                  |
|----|--|---|------------------------|--|---|
|    |  |   |                        | <p>Pollution (Oil Storage) (England) Regulations 200134. All oils and chemicals would be stored in bunded areas in order to contain any spillages, should these occur.</p> <p>All site works would be undertaken in accordance with the EA's Pollution Prevention Guidance Note 6 (PPG6) 'Working at Construction and Demolition Sites<sup>35</sup>'. Demolition and Construction vehicles would be properly maintained to reduce the risk of hydrocarbon contamination and would only be active when required. Construction materials would be stored, handled and managed with due regard to underlying soil and thus the risk of accidental spillage or release would be minimised. The measures in the EA's Pollution Prevention Guidelines for Above Ground Oil Storage Tanks (PPG2)<sup>36</sup> and the Use and Design of Oil Separators (PPG3)<sup>37</sup> would also be adopted on-site.</p> |   |
| 46 | <b>Ground Conditions and Contamination</b> | Potential release of residual fuel oils in any above ground fuel storage tanks could create a new contamination source. | Demolition             | <p>Residual hazardous substances will be removed from the tanks and disposed of appropriately (as hazardous waste) prior to removal of the tanks. This work would be carefully controlled and monitored under the CEMP.</p> <p>Existing drains would be inspected, damaged sections fixed or replaced and redundant sections removed. Redundant surface water interceptors and fuel lines or tanks, should they</p>  | CEMP to be secured through a planning condition |

| No | EIA topic                                  | Impact                                   | Construction/Operation | ES mitigation   | Hyder Comments   |
|----|--|--|------------------------|---|--|
|    |  |  |                        | <p>be present, would be drained (where possible) and removed with caution to ensure that any remaining effluent/hydrocarbons is directly disposed of off-site and that there is no accidental release of potentially contaminative liquids on-site.</p>   |  |
| 47 | <b>Ground Conditions and Contamination</b> | Potential impact from asbestos           | Demolition             | <p>Owing to the potential presence of ACM at the Site, an Asbestos Management Survey (and Asbestos Refurbishment and Demolition Survey, if considered necessary) would be undertaken by the Applicant prior to demolition of on-site buildings. Any asbestos identified in existing buildings would be appropriately managed and disposed of by licensed contractors in accordance with the relevant Control of Asbestos Regulations<sup>38</sup>, the Construction (Design and Management) Regulations 2007<sup>39</sup> and under a licence from the Health and Safety Executive (HSE). It is noted that the HSE plans to review the CDM Regulations 2007 with new regulations expected by 2014.</p> <p>Any other hazardous materials present on-site would be removed following the necessary surveys and in accordance with any industry guidance and/or relevant regulations, as detailed in the CEMP.</p> | Asbestos Management Survey to be secured by planning condition                           |
| 48 | <b>Ground Conditions and Contamination</b> | Potential impact from excavated material | Construction           | Where materials are excavated (through piling and/or remediation), the results of soil and leachate testing would be used in a Detailed   | Detailed Quantitative Risk Assessment and Remediation Strategy to be secured by planning |

| No | EIA topic | Impact | Construction/Operation | ES mitigation  | Hyder Comments |
|----|-----------|--------|------------------------|--|----------------|
|    |           |        |                        | <p>Quantitative Risk Assessment (DQRA) to derive site-specific clean up criteria and to determine the appropriate re-use of soil or method of disposal. The criteria would be set out in the Remediation Strategy and agreed with LBN and the EA. The criteria would be derived to ensure protection of human health, controlled waters and any other sensitive environmental receptors identified.</p> <p>Associated cutting/excavation of the material would remove Made Ground (if present) in these areas and the likely source of contamination (if present). Where materials are taken off-site for disposal, this would be subject to Waste Acceptance Criteria testing.</p> <p>Recycling of materials generated at the Site, would be maximised on-site wherever practical and feasible. Where materials are proposed for re-use/land raising purposes, their suitability for re-use would also be assessed prior to their re-use on-site. Information from the ground investigation, and site-specific clean up criteria ascertained through a DQRA would determine the appropriate re-use of soil on-site. Waste acceptance criteria testing of soil samples would be used to determine the classification of such waste materials and consequently their appropriate disposal route.</p> <p>In the event that contamination is encountered and that service runs coincide with these locations, appropriate mitigation measures would</p> | condition      |

| No | EIA topic                             | Impact   | Construction/Operation | ES mitigation   | Hyder Comments |
|----|---------------------------------------|--|------------------------|---|----------------|
|    |                                       |  |                        | be taken to ensure that the service trenches and pipelines are protected from such contaminants.  |                |
| 49 | <b>Water Resources and Flood Risk</b> | Contamination from construction drainage   | Construction           | <p>All construction activities would be carried out in accordance with the EA's pollution prevention guidelines.</p> <p>The construction drainage system would be designed and managed to comply with BS6031:2009 the British Standard Code of Practice for Earthworks.</p> <p>Mitigation measures would be implemented through a Construction Environmental Management Plan.</p> | None           |
| 50 | <b>Water Resources and Flood Risk</b> | <p>Potential groundwater impacts during construction. This includes:</p> <ul style="list-style-type: none"> <li>• Site runoff during earthmoving and general construction works,</li> <li>• Contamination of surface and groundwater by releases of polluting substances from spillages at the construction site,</li> <li>• Potential foundations and de-watering of excavations leading to impacts on</li> </ul> | Construction           | <p>An appropriate foundation methodology would be used in order to mitigate the potential for the creation of pollutant migration pathways from building foundations.</p> <p>Mitigation measures will be implemented through a Construction Environmental Management Plan to be secured by an appropriately worded planning condition.</p>  | None           |

| No | EIA topic                             | Impact  | Construction/Operation | ES mitigation   | Hyder Comments |
|----|---------------------------------------|---|------------------------|---|----------------|
|    |                                       | groundwater regime and quality  |                        |   |                |
| 51 | <b>Water Resources and Flood Risk</b> | <p>Increase flood risk during operation this includes:</p> <ul style="list-style-type: none"> <li>• Increase flood risk to site occupants by building within areas at high risk of flooding;</li> <li>• Uptake of floodplain storage leading to increased flood levels elsewhere in the catchment.</li> </ul> | Operation              | <p>More vulnerable uses of the Site would be located outside Flood Zones 2 and 3.</p> <p>There would be no change to ground elevations within Flood Zone 3 to ensure no uptake of floodplain storage.</p> <p>Floor levels would be set at an appropriate freeboard above the climate change corrected 100 year flood level.</p> <p>Mitigation by design of the development.</p> | None           |
| 52 | <b>Water Resources and Flood Risk</b> | Flood risk impacts related to surface water runoff volumes, if unattenuated.  | Operation              | The implementation of the Drainage Strategy set out in the FRA would achieve a significant reduction in existing peak runoff through the use of SUDS. The exact nature of these mitigation measures will be defined at the detailed drainage design stage in consultation with the EA and the Local Authority.  | None           |
| 53 | <b>Water Resources and Flood Risk</b> | Contamination from routine site drainage  | Operation              | Runoff from access roads and parking areas would be routed through oil interceptors prior to discharge to mitigate the potential impact of contaminated surface runoff entering the drainage system where appropriate.  | None           |
| 54 | <b>Water Resources and Flood Risk</b> | Increase in water demand from the Site to supply the new site occupants of the Proposed Development.  | Operation              | <p>Water efficient appliances would be included in the development.</p> <p>Rainwater would be collected to provide a source of water for landscaped areas</p>   |                |

| No | EIA topic                             | Impact   | Construction/Operation | ES mitigation  | Hyder Comments   |
|----|---------------------------------------|--|------------------------|--|--|
| 55 | <b>Water Resources and Flood Risk</b> | Increased foul drainage due to impacts related to the increase in discharge volumes of effluent to foul sewer.                   | Operation              | The foul drainage system would be appropriately treated by Thames Water to ensure no detrimental impact.<br>Implementation of a foul drainage strategy to be secured through an appropriately worded planning condition.   | None   |
| 56 | <b>Ecology</b>                        | General Impacts  | Construction           | A Construction Environmental Management Plan (CEMP) would be developed to provide a framework for the management of environmental impacts including those on ecological receptors. It is assumed that the implementation of the CEMP would be secured by means of a suitably worded planning condition. The CEMP would include measures to reduce noise, dust and run-off impacts caused during the construction period.   | None   |
| 57 | <b>Ecology</b>                        | Avoidance of spreading Japanese Knotweed thereby avoiding a contravention of the Wildlife and Countryside Act 1981 (as amended). | Construction           | A management plan to eradicate any remaining Japanese Knotweed would be implemented. This would include a detailed survey of the Site and identification of a treatment and/or removal programme outlined by a specialist contractor, such as in-situ herbicide treatment, removal and disposal or removal and treatment of the contaminated material. This will also include a method statement and validation procedure. Prior to any groundworks, identifiable stands of knotweed will be cordoned off to prevent disturbance by on-site vehicles/machinery and personnel. Vehicles with caterpillar tracks will be prohibited from the contaminated areas. Only wheeled vehicles will be used in these areas so as to minimise the contamination of vehicles with knotweed material. To further minimise the | These recommendations are in line with the EA Knotweed Code of Practice. Reference should be made to the code of practice. |



| No | EIA topic      | Impact   | Construction/Operation | ES mitigation  | Hyder Comments  |
|----|----------------|--|------------------------|--|---|
|    |                |  |                        | possible spread of knotweed contaminated material across the Site, vehicles will be washed down before leaving the contaminated areas and a wheel wash facility will be utilised for all vehicles leaving the Site that have come into contact with the plants or contaminated soil during the works. Measures to ensure appropriate disposal of any contaminated soil will be included in the Waste Management Plan, as required.   |   |
| 58 | <b>Ecology</b> | Avoidance of causing disturbance to nesting black redstart (adults at the nest or the nest and young), thereby avoiding a contravention of the Wildlife and Countryside Act 1981 (as amended). | Construction           | A pre-construction survey for black redstart would be undertaken prior to any works taking place on the Site to ascertain whether any individuals are present on-site. The active construction site would also be monitored on a monthly basis throughout the breeding season for signs of breeding black redstart. Temporary nesting structures would be provided during the construction period, these would be placed away from active construction areas. These measures would be implemented through the CEMP.  | What will be the procedure if nesting black redstarts are discovered on the site? |
| 59 | <b>Ecology</b> | Avoidance of causing disturbance to nesting birds, thereby avoiding a contravention of the Wildlife and Countryside Act 1981 (as amended).   | Construction           | All vegetation clearance would take place between September and February (inclusive) which is outside the main bird breeding season. If this is not possible, a preconstruction check for nesting birds would be undertaken no more than two days prior to removal of such habitats by a suitably experienced ecologist. However, if the latter approach is adopted it may result in delays to habitat clearance works. Should nesting birds be encountered, an exclusion zone up to a suitable distance (at least 10m) around any active nests would be installed until the young | None  |

| No | EIA topic | Impact  | Construction/Operation | ES mitigation  | Hyder Comments   |
|----|-----------|---|------------------------|--|--|
|    |           |   |                        | birds had fledged and the nest become inactive.  |  |
| 60 | Ecology   | Avoidance of impacts on roosting bats/bat roosts, thereby avoiding a contravention of the the Conservation of Habitats and Species Regulations 2010 and the Wildlife and Countryside Act 1981 (as amended). | Construction           | Although the Wheeler's Bar building is considered to have a low potential for a bat roost, a pre-demolition bat survey would be completed for Wheeler's Bar. This would be in the form of a dusk and dawn (emergence and re-entry) survey. This survey would follow the recommendations of the bat survey guidelines (BCT, 2012).  | During which months would this approach be suitable?   |
| 61 | Ecology   | Avoidance of impacts on roosting bats/bat roosts, thereby avoiding a contravention of the the Conservation of Habitats and Species Regulations 2010 and the Wildlife and Countryside Act 1981 (as amended). | Construction           | If in the unlikely event bats are found to be roosting in Wheeler's Bar, a European Protected Species Licence would be required to enable the demolition to proceed. The licence would include a detailed method statement to ensure bats are not harmed during demolition. This would be achieved through the combination of standard exclusion techniques, soft demolition of high risk-features and supervision by a suitably experienced ecologist. The mitigation measures detailed below which includes additional habitat provision and installation of a large number of bat boxes would be sufficient to ensure the favourable conservation status of the bats on-site. | None   |
| 62 | Ecology   | Enhancement of created habitats for biodiversity.   | Operation              | A minimum of 25,076 m2 of new vegetated area would be delivered by the Proposed Development, within the private and communal gardens, public realm, parkland and semi-private courts. The soft landscaping would include a tree planting strategy of various densities. All of the plant species used in the soft landscaping would either be native or of known benefit for   | Planting and habitat creation measures should target species highlighted by the Olympics BAP and London BAP. |

| No | EIA topic | Impact                                     | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-----------|--|------------------------|---|----------------|
|    |           |  |                        | wildlife.   |                |
| 63 | Ecology   | Habitat creation measures for enhancement. | Operation              | <p>A minimum of 7,460 m<sup>2</sup> of green and brown roofs would be provided by the Proposed Development. A range of substrate types would be used, such as crushed concrete, crushed brick, sand and gravel, to create a range of conditions across the brown roofs on different buildings. The plant composition of the roofs would be maximised with the use of sown seed mixtures and the planting of plugs. The biodiversity value of the brown roofs would be enhanced through the use of additional features including:</p> <ul style="list-style-type: none"> <li>• dead trees/tree limbs - laid on the roof to provide perches for birds;</li> <li>• logs - trees sawn into logs of approximately 600mm in length, laid on top of each other to provide habitat for invertebrate and perches for birds;</li> <li>• clean/cleaned bricks - full and half bricks dumped in a pile to provide habitat for spiders and insects;</li> <li>• stones - re-use whatever the local stone cobbles or rocks to create mounds for insects to live in and birds to peck through; and</li> <li>• sand - ordinary sharp sand or builders ballast would be used to create either sand beds or sand mounds of approximately 2 m in diameter. These provide for species of insect and especially bees which nest in sand.</li> </ul> | None           |

| No | EIA topic | Impact   | Construction/Operation | ES mitigation   | Hyder Comments   |
|----|-----------|--|------------------------|---|--|
| 64 | Ecology   | Habitat creation measures for enhancement.       | Operation              | The detailed design of the green and brown roofs would be produced in association with a suitably qualified ecologist to be submitted to LBN/ODA for approval.  | Good measure to take.  |
| 65 | Ecology   | Habitat creation measures for enhancement.       | Operation              | Green walls would be created in appropriate areas of the Proposed Development. These would be established with native plant species such as ivy <i>Hedera helix</i> and honeysuckle <i>Lonicera periclymenum</i> . These would provide additional habitat for both invertebrates and breeding birds.  | Planting and habitat creation measures should target species highlighted by the Olympics BAP and London BAP. |
| 66 | Ecology   | Specific measures for protected/notable species. | Operation              | A minimum of 50 bat boxes and 50 bird boxes would be installed on the buildings within the Proposed Development. This would include boxes specifically designed for black redstarts (e.g. Schwegler 2HW open fronted bird boxes). These nest boxes would be placed on top of the brown roofs, under structures such as overhangs, balconies, escape routes and plant buildings. Potentially nesting boxes can also be located beneath any solar panels located on the buildings.    | Good measure. Recommend maintenance is included as a recommendation.   |
| 67 | Ecology   | Specific measures for protected/notable species. | Operation              | In addition to bird boxes specifically targeting black redstart, a range of bird and bat boxes would be located around the Site to provide a range of nesting and roosting possibilities. Bird boxes would include those suitable for swift <i>Apus apus</i> and house sparrow. Schwegler No 17 Single Cavity Swift Boxes would be installed in suitable locations such as under the eaves of roofs, or within walls at least 5 m from the ground, with unobstructed flight access. | Good measure. Recommend maintenance is included as a recommendation.   |

| No | EIA topic | Impact   | Construction/Operation | ES mitigation  | Hyder Comments  |
|----|-----------|--|------------------------|--|---|
|    |           |  |                        | Schwegler 1SP Sparrow Terraces would be installed 2 metres or more above ground level either surface mounted on walls or built into the fabric of buildings. The nest boxes for sparrows would be sited in close proximity to areas of suitable foraging habitat such as shrubs and trees.   |   |
| 68 | Ecology   | Specific measures for protected/notable species.   | Operation              | Bat boxes would include both summer and winter hibernation boxes, such as Schwegler 1FQ bat roost boxes and Schwegler 1WQ winter bat roost boxes. These would be located close to potential commuting corridors, such as the railway line and areas of densely planted vegetation, to allow bats access to suitable foraging habitat.  | Good measure. Recommend maintenance is included as a recommendation.  |
| 69 | Ecology   | Specific measures for protected/notable species.   | Operation              | The precise number, type and location of features for invertebrates, bird boxes and bat boxes would be designed in conjunction with a suitably qualified ecologist and submitted to LBN/ODA for approval.  | An appropriate measure to ensure measures focus on biodiversity.  |
| 70 | Ecology   | Continued management of the site for biodiversity. | Operation              | A ten-year Habitat Management Plan (HMP) would be devised and implemented to manage the newly created habitats including the soft-landscaping and brown roofs to maximise their benefit to breeding birds and invertebrates. The management plan would make reference to London and Olympic Biodiversity Action Plans' targets with the aim to deliver significant biodiversity benefits. It is assumed that the development and implementation of the plan would be secured by means of a suitably worded planning condition. | Good measure. Although I understand there are legislative issues with cleaning and repairing bird and bat boxes, I recommend the maintenance of such features is included within the plan otherwise they have a short, if any benefit. A clause should be |

| No | EIA topic    | Impact                                  | Construction/Operation | ES mitigation   | Hyder Comments   |
|----|--------------|---|------------------------|---|--|
|    |              |   |                        |   | included to ensure that after the 10 year period the plan is reviewed and reapplied on a rolling basis.  |
| 71 | <b>Waste</b> | Generation of demolition waste          | Construction           | Nothing detailed.   | ODA Sustainable Development Strategy (2007) sets out the objective to reuse or recycle at least 90% of material from demolition. Include target as a planning condition. |
| 72 | <b>Waste</b> | Generation of demolition waste          | Demolition             | 4,320 m3 (90%) of concrete generated during demolition to be crushed, graded and re-used on-site as piling mat. | To be clearly identified as a commitment within the ES. Currently stated as an intention.  |
| 73 | <b>Waste</b> | Generation of excavated materials       | Construction           | Explore opportunities to reuse soils on site (including contaminated soils)                                     | Applicant to clearly demonstrate why/not excavated materials will be reused on site as part of remediation strategy development.   |
| 74 | <b>Waste</b> | Generation of asbestos containing waste | Construction           | Undertake a Type III Asbestos Survey to identify any potential asbestos containing waste.                       | Type III Asbestos Survey to be included as a planning condition as asbestos containing waste not currently quantified in ES chapter.                                     |
| 75 | <b>Waste</b> | Generation of construction waste        | Construction           | None  | Target for the diversion of  |

| No | EIA topic    | Impact  | Construction/Operation | ES mitigation  | Hyder Comments  |
|----|--------------|---|------------------------|--|---|
|    |              |   |                        |  | non-hazardous construction waste from landfill not identified. Add planning condition to identify 85% volume target to divert non-demolition waste (BREEAM exemplary level).  |
| 76 | <b>Waste</b> | Generation of non-hazardous construction waste  | Construction           | Commitment to recycle non-hazardous construction wastes for commercial units.  | % recycling target rate not detailed. Suggested set to contribute to diversion from landfill target (see 75).   |
| 77 | <b>Waste</b> | Generation of demolition waste                  | Construction           | Recycle 90% of metal waste generated during demolition.  | None  |
| 78 | <b>Waste</b> | Generation of construction and demolition waste | Construction           | <p>Main contractor to implement a SWMP in accordance with the Site Waste Management Plan Regulations (England) 2008. SWMP to include:</p> <ul style="list-style-type: none"> <li>• Identification of the likely types and quantities of waste generated (including waste acceptance criteria testing to assist in confirming appropriate waste disposal options for any contaminated materials);</li> <li>• Identification of waste management options in consideration of the waste hierarchy, on-site and off-site options, and the arrangements for identifying and managing any hazardous wastes produced;</li> <li>• A plan for efficient materials and waste handling in consideration of constraints imposed by the Site and its location;</li> </ul> | Production and submission of SWMP to the LPA prior to works starting to be included as a planning condition. NOTE: The SWMP regulations may be revoked in October 2013. SWMP to include management of excavated wastes including after remediation. |

| No | EIA topic    | Impact  | Construction/Operation | ES mitigation   | Hyder Comments   |
|----|--------------|---|------------------------|---|--|
|    |              |   |                        | <ul style="list-style-type: none"> <li>• Identification of waste management sites and contractors for all wastes, ensuring that the contracts are in place and emphasising compliance with legal responsibilities; and</li> <li>• A commitment to undertaking waste audits to monitor the amount and type of waste generated and to determine if the targets set out in the SWMP have been achieved. Targets would be reviewed and where necessary, amended. All results would be communicated to the staff.</li> </ul> |  |
| 79 | <b>Waste</b> | Generation of construction and demolition waste | Operation              | Diversion of construction waste from landfill, through the concept of 'waste neutrality'. This involves sourcing construction materials that are derived from recycled and/or reused content. The Proposed Development would aim to comply with the standard practice recycled content percentages for key building materials.  | To be included as part of diversion from landfill target (see 75). |
| 80 | <b>Waste</b> | Generation of construction and demolition waste | Construction           | Commitment to source materials responsibly.   | None   |
| 81 | <b>Waste</b> | Generation of operational waste                 | Operation              | Produce a Waste Management Strategy for the proposed development.   | Set as a planning condition.                                       |
| 82 | <b>Waste</b> | Generation of operational waste                 | Operation              | Provision of an adequate external waste storage area. The storage area would provide inclusive access and usability, and the containers stored would not be stacked.  | None   |



| No | EIA topic | Impact   | Construction/Operation | ES mitigation   | Hyder Comments   |
|----|-----------|--|------------------------|---|--|
| 83 | Waste     | Generation of operational waste  | Operation              | <p>The Applicant has also committed to achieving BREEAM 'Excellent' rating and as such has committed to the following objectives:</p> <ul style="list-style-type: none"> <li>• a dedicated space to cater for the segregation and storage of operational recyclable waste volumes; and</li> <li>• the provision of a waste compactor or baler, vessels for composting suitable organic waste and a water outlet adjacent to these, as part of the Proposed Development's Waste Management Strategy.</li> </ul>  | Achieving credit Wst 03 operational waste, BREEAM New Construction to be included as part of planning condition for operational waste. |
| 84 | Waste     | Generation of operational waste  | Operation              | Provide on-site recycling facilities for more than 35% of household waste.  | Secure through a planning condition  |
| 85 | Heritage  | Potential impact on the two locally listed buildings closest to the site (The Eagle and the Railway Tavern Public Houses). | Construction           | <p>Incorporation of measures in CEMP to minimise the adverse effects during the construction period:</p> <ul style="list-style-type: none"> <li>• Inclusion of a construction lighting strategy as part of the CEMP to ensure lighting effects are minimised. As most construction operations will take place during daylight hours, the use of lighting is unlikely to impact significantly during the construction period;</li> <li>• Careful design and use of hoardings will be used where necessary and appropriate to minimise the adverse visual effect of construction</li> <li>• The site will operate to ensure minimum storage of materials on site and on the construction platform and to incorporate</li> </ul> | CEMP to be secured by means of a planning condition  |

| No | EIA topic         | Impact  | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-------------------|---|------------------------|---|----------------|
|    |                   |   |                        | where possible 'just in time' delivery.   |                |
| 86 | Heritage          | Potential impact on the setting of heritage buildings |                        | <p>No mitigation of effects is required after completion of the detailed development comprising Zone 1.</p> <p>At the reserved matters stage Zone 2-5 of the Masterplan should incorporate design features and detailed articulation of facades which add interest, articulation and texture to the appearance of the buildings, particularly where buildings form part of the setting of heritage assets. A similar high quality design to that of the Zone 1 development will be required.</p>  | None           |
| 87 | Natural Resources | Potential increase in energy use                      | Operation              | <p>In order to reduce unregulated energy consumption within the proposed development the following measures are proposed:</p> <ul style="list-style-type: none"> <li>Facilities will be provided within the bathrooms of all homes to allow clothes to dry naturally. This will help to reduce the reliance on electrically powered tumble dryers.</li> <li>All affordable rental and shared ownership units will be provided with A+ or A rated white goods where appropriate while all private for-sale dwellings will be provided with information on the EU energy rating system to encourage purchasers to make an informed choice when selecting their white goods.</li> <li>Smart meters will be installed in all homes to inform residents of usage.</li> </ul> | None           |

| No | EIA topic         | Impact                                 | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-------------------|--|------------------------|---|----------------|
| 88 | Natural Resources | Potential increase in carbon emissions | Operation              | <p>It is proposed to implement additional strategies in order to reduce the operational carbon dioxide emissions associated with the development including:</p> <ul style="list-style-type: none"> <li>• The provision of extensive secure cycle storage facilities that will encourage residents to purchase their own bicycles and reduce reliance on forms of transport powered by fossil fuels.</li> <li>• The provision of good naturally lit spaces within all homes that would allow people to work from home, thereby reducing the need for people to travel to work.</li> <li>• The external lighting scheme will incorporate low energy lamps throughout the development and will be automatically controlled so that they do not operate during daylight hours.</li> </ul> | None           |
| 89 | Natural Resources | Potential impact on climate change     | Operation              | <p>A climate change adaptation strategy will be developed as the design moves forward, with options for providing fixtures and fittings that allow the future installation of additional shutters and shading devices being considered. In addition, where possible windows will be openable to provide summertime ventilation.</p>   | None           |
| 90 | Natural Resources | Potential impact on climate change     | Operation              | <p>A variety of outdoor spaces will be provided within the proposed development and the proposed trees and planting will help to provide shading and cool external spaces. It is considered that any potential increase in "Urban Heat" as a result of the proposed development</p>   | None           |

| No | EIA topic         | Impact  | Construction/Operation | ES mitigation   | Hyder Comments |
|----|-------------------|---|------------------------|---|----------------|
|    |                   |   |                        | will be mitigated by the addition of new trees and the use of green roofs and photovoltaics.  |                |
| 91 | Natural Resources | Increase in water consumption                               | Operation              | The scheme will meet the mandatory requirements for Code level 4 through the installation of low flow fittings such as wash basin taps 5 litres / minute and showers at 8 litres / minute. Where possible, rainwater will be harvested on site and used for irrigation in order to save water resources.  | None           |
| 92 | Natural Resources | Use of materials  | Construction           | <p>Preference will be given to environmentally low impact materials; and the insulation used will not contain substances known to contribute to stratospheric ozone depletion or have the potential to contribute to global warming.</p> <p>The use of recognised standards and certification schemes such as the Building Research Establishment (BRE) Green Guide to Specification and the Forest Stewardship Council (FSC) scheme for timber will be used to help select the most appropriate materials. Sourcing material from the local area or from recycled sources would be encouraged.</p> | None           |
| 93 | Natural Resources | Potential surface water run-off to contribute to flood risk | Operation              | <p>In order to minimise any risks associated with flooding at the Site, the development layout has been designed to avoid areas which could be potentially liable to flood.</p> <p>The introduction of a significant increase in the area of landscaping on the site would result in approximately 30% of the total Site area being permeable, which will significantly reduce post-</p>  | None           |

| No | EIA topic         | Impact  | Construction/Operation      | ES mitigation  | Hyder Comments |
|----|-------------------|---|-----------------------------|--|----------------|
|    |                   |   |                             | development runoff rates in a sustainable way. In addition, Sustainable Urban Drainage Systems (SUDs) will be introduced, along with green and brown roofs, attenuation ponds and swales.  |                |
| 94 | Natural Resources | Increase in waste production                        | Operation                   | The proposed waste strategy for the site has been developed in consultation with the London Borough of Newham and taking account of the Waste Hierarchy. Mandatory measures will be implemented as part of the proposed development in order to achieve Code Level 4, including the provision of an adequate external waste storage area, which will provide inclusive access and usability. Recycling would be encouraged through the provision of internal and external storage facilities for segregated waste. | None           |
| 95 | Natural Resources | Waste production during demolition and construction | Demolition and Construction | A draft Site Waste Management Plan has been drawn up. It is considered that implementation of the SWMP and good sites and specification practices would facilitate the maximum re-use and recycling of waste and avoid unnecessary landfilling during the demolition and construction.   | None           |
| 96 | Natural Resources | Dust production                                     | Demolition and Construction | Measures for dust control would be incorporated in a Dust Management Plan to be agreed with the London Borough of Newham (LBN) and would follow the Institute of Air Quality Management's mitigation guidance. Particular attention would be paid to operations which must unavoidably take place close to the eastern site boundary.  | None           |
| 97 | Natural Resources | Potential noise impacts                             | Operation                   | Use of robust glazing and whole-house ventilation systems would be incorporated to ensure appropriate internal noise levels.   | None           |

| No  | EIA topic                 | Impact   | Construction/Operation         | ES mitigation   | Hyder Comments                      |
|-----|---------------------------|--|--------------------------------|---|-------------------------------------|
| 98  | <b>Natural Resources</b>  | Impacts on biodiversity and habitats                                       | Construction                   | A ten year Habitat Management Plan would be devised and implemented for the site, taking account of the London and Olympic Biodiversity Action Plan targets.  | None                                |
| 99  | <b>Natural Resources</b>  | Impacts on energy and water use  | Operation                      | Mitigation measures have been incorporated into the design to encourage the safeguarding of natural resources, for example, the use of sustainable materials, water saving measures, sustainable urban drainage and green roofs.<br><br>Dwellings to be designed to meet Code for Sustainable Homes Level 4.  | None                                |
| 100 | <b>Cumulative Impact</b>  | Cumulative impacts of emerging schemes                                     | Operation                      | Each emerging scheme will be required to comply with national, regional and local policy and the Code for Sustainable Homes. Emerging schemes will seek to minimise carbon dioxide emissions; ensure efficient use of natural resources (including water), and make the most of natural systems both within and around buildings; minimise the generation of waste and maximise reuse or recycling; secure sustainable procurement of materials, using local supplies where feasible; and promote and protect biodiversity and green infrastructure. It is therefore anticipated that there will be a positive cumulative impact. | None                                |
| 101 | <b>Cumulative Impacts</b> | Intra-project cumulative impacts – combined noise, dust and visual impacts | Demolition<br>Construction and | A Construction Phase Health and Safety Plan (CPHSP) will be submitted for review and approval by the LLDC and LB Newham prior to commencement of works on site. The CPHSP will provide the necessary level of management and control of demolition and construction practices, and contractors will be required to  | Secure through a planning condition |

| No  | EIA topic                 | Impact  | Construction/Operation      | ES mitigation   | Hyder Comments                           |
|-----|---------------------------|---|-----------------------------|---|--|
|     |                           |   |                             | <p>demonstrate how they will work within these provisions. The CPHSP will address such issues as the control of noise and dust, hours of working, control of water run off, vehicle routing and waste disposal. A monitoring programme will be put in place to ensure compliance, and information will be submitted to the LLDC/ LB Newham.</p> <p>In addition a Construction Environmental Management Plan would be agreed with the LLDC and LB Newham in advance of works starting on site.</p> <p>Solid hoarding around the entire perimeter of the site will help to screen noise, dust and visual impact to the most sensitive receptors. Work compounds will be laid out to ensure that accesses, loading areas and machinery are located away from sensitive receptors where practicable. Demolition and construction deliveries will be carefully planned to regulate traffic and control bottlenecks. Strict working hours will be implemented to minimise any potential impacts on residential amenity.</p> |  |
| 102 | <b>Cumulative Impacts</b> | Inter-project cumulative impacts – increase in waste production, dust and noise during construction | Demolition and Construction | All of the proposed cumulative schemes would be developed in line with the same (or very similar) policy requirements as the Proposed Development including the requirements for maximising re-use and recycling of demolition, excavation and construction waste through a SWMP and the meeting of targets for recycling and composting waste.   | CEMP to be secured by planning condition |

| No | EIA topic | Impact | Construction/Operation | ES mitigation  | Hyder Comments |
|----|-----------|--------|------------------------|--|----------------|
|    |           |        |                        | CEMPs to reduce impacts during construction of schemes |                |



**TOWN AND COUNTRY PLANNING ACT 1990**

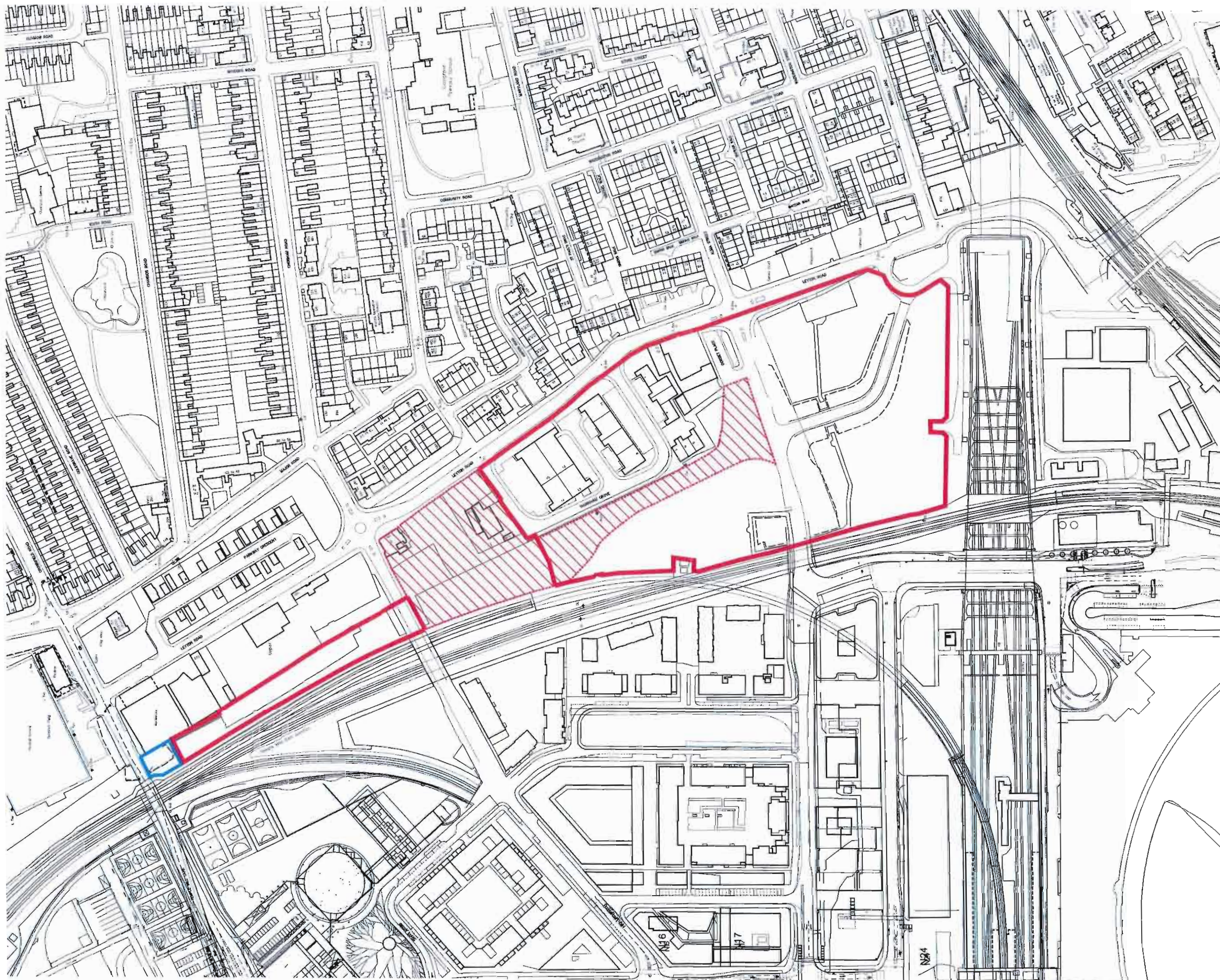
**Appeals to the Secretary of State**

- \* 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 the Environment under Section 78 of the Town and Country Planning Act 1990.
- \* If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: [enquiries@pins.gsi.gov.uk](mailto:enquiries@pins.gsi.gov.uk)) or (Tel: 0117 372 8000). To make an appeal online, please use [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs). 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 Office of the Deputy Prime Minister 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 2: Plans



PLAN 1

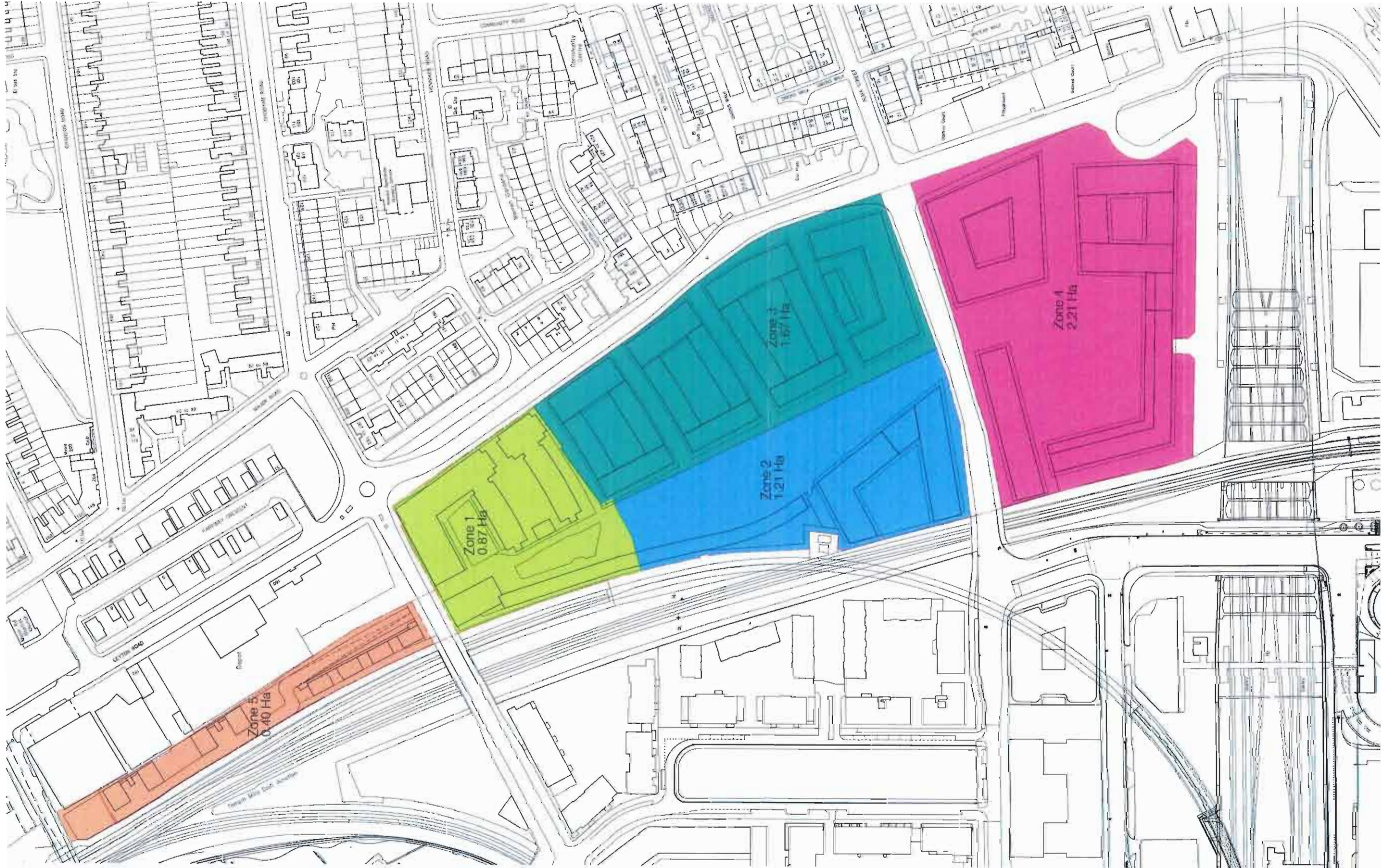


**PTE**  
 PTE CONSULTANTS  
 11, 446 PPG05

DATE: 11/13/2013  
 TIME: 11:23:03 AM  
 PROJECT: CUCUMBER FARM MASTERS PLAN  
 DRAWING: SITE LOCATION PLAN

| NO. | DESCRIPTION                  | DATE       |
|-----|------------------------------|------------|
| 1   | ISSUED FOR PLANNING APPROVAL | 11/13/2013 |
| 2   | REVISIONS                    |            |
| 3   |                              |            |
| 4   |                              |            |
| 5   |                              |            |
| 6   |                              |            |
| 7   |                              |            |
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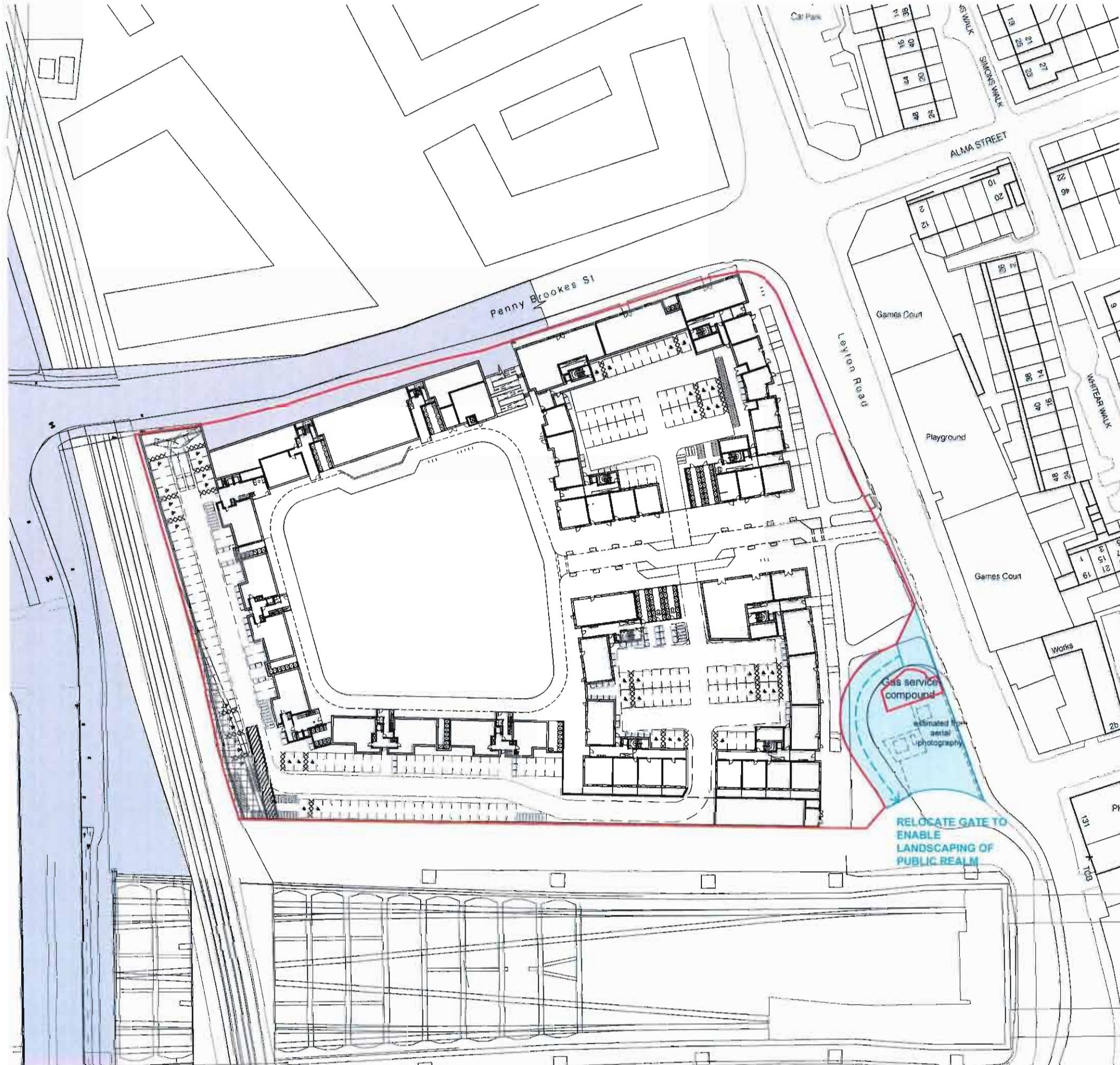
**PTE**  
 PTE a  
 ROLAND THOMAS EDWARDS  
 111 446 PP001

|   |        |                  |        |
|---|--------|------------------|--------|
| F | 100000 | Zone 1 (0.87 Ha) | 1:1000 |
| G | 100000 | Zone 2 (1.21 Ha) | 1:1000 |
| H | 100000 | Zone 3 (1.67 Ha) | 1:1000 |
| I | 100000 | Zone 4 (2.21 Ha) | 1:1000 |
| J | 100000 | Zone 5 (0.40 Ha) | 1:1000 |

**Legend**

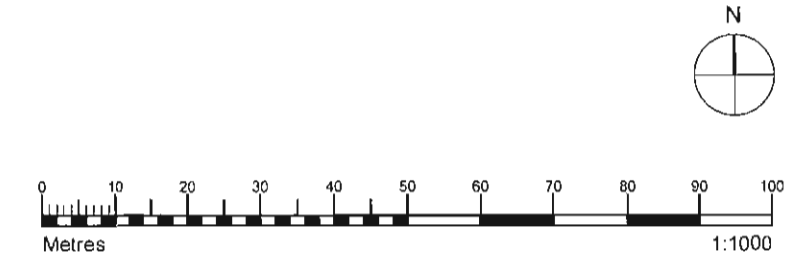
- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5

DRAFT



GENERAL NOTES

- This drawing is © 2014 PTE architects
- Use figured dimensions only. DO NOT SCALE.
- All dimensions are in millimetres unless noted otherwise
- All levels are in metres above ordnance datum unless noted otherwise
- This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants
- If in doubt, ask



| rev                | date | description | drawn | audited |
|--------------------|------|-------------|-------|---------|
| <b>INFORMATION</b> |      |             |       |         |

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**Pollard  
 Thomas  
 Edwards**

| project                                 | job no            | client | status | scale     | date     |
|---|-------------------|--------|--------|-----------|----------|
| Chobham Farm<br>Zone Z4                 | 14-076            | TP     | RC     | 1:1000@A3 | Feb'15   |
| <b>Site Plan</b><br><b>Gas Governor</b> | <b>076_SK_134</b> |        |        |           | <b>E</b> |

B:\14-076\CHOBHAM FARM\ZONE Z4\14-076-STAGE 1\REVISED\14-076-SK\_134\_GASGOVERNOR.dwg

**Appendix 3: Draft Supplemental Section 106 Agreement**



FORM OF SUPPLEMENTAL SECTION 106 AGREEMENT

DATED [ 2015]

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) [ ]

SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990  
and all other powers enabling

relating to the development of land at Chobham Farm, Stratford



**THIS SUPPLEMENTAL AGREEMENT** is made on  
20[ ]

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the ["LPA"]); and
- (2) [ ] of [ ] (the "Owner")]
- (3) [ ] of [ ] (the "Mortgagee")]

**RECITALS**

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Additional Land is situated.
- (B) On [ ] the LPA, London and Continental Railways Limited ("LCRL") and East Thames Partnership Limited ("ETPL") entered into the Principal Agreement. As at this date the Additional Land lay outside the ownership of both LCRL and ETPL and therefore was not bound by the terms of the Principal Agreement.
- (C) On [ ] the Owner acquired the [freehold/leasehold] interest in the Additional Land.
- (D) This Supplemental Agreement is entered into pursuant to the requirements of Clause 5.1.3 of the Principal Agreement for the purpose of confirming that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the Additional Land for the purposes of the said section 106.

**OPERATIVE PROVISIONS:-**

**1 INTERPRETATION**

- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.
- 1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:

**Additional Land** means the [freehold/leasehold] land within the Site registered at the Land Registry under title number [ ] and shown edged red on the Plan annexed hereto;

**Development** means the development to be carried out pursuant to the Planning Permission and comprising

- in Zone 1 a mixed use development comprising six buildings between three and ten storeys providing 173 residential units (Use Class C3) and 1,161 sq m of commercial floorspace (Use Class A1-A3, B1, D1 and D2) plus car and cycle parking and temporary vehicle access and including all related ancillary facilities

(storage, management facilities and plant), access, open space and landscaping, infrastructure and engineering works

- in Zones 2 – 5 a mixed use development providing up to 863 residential units (equating to up to 112,800 sq m of residential floorspace) (Use Class C3) and up to 6900 sq m of commercial floorspace (Use Class A1-A3, B1, D1, D2) with open space and landscaping, ancillary facilities, related infrastructure and engineering works and vehicle access from Alma Street, Leyton Road and Henrietta Street.

**Planning Permission** means the planning permission for the Development given reference number 12/00146/FUM

**Principal Agreement** means an agreement dated [ ] made in relation to the Development between (1) the LPA (2) LCRL and (3) ETPL pursuant to section 106 of the 1990 Act and other relevant powers.

## 2 OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990 Act.
- 2.2 The obligations, covenants, undertakings and agreements contained herein constitute planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Additional Land is situated.
- 2.3 The Owner [and Mortgagee] covenant[s] with the LPA that from the date of this Supplemental Agreement it shall perform the obligations, covenants and undertakings on the part of the [Owner] contained in the Principal Agreement in relation to the Additional Land with the intention that such obligations, covenants and undertakings on the part of the [Owner] contained in the Principal Agreement shall bind the Additional Land and be enforceable not only against the Owner of the Additional Land but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Additional Land.
- 2.4 The LPA covenants with the Owner in respect of the Additional Land to perform the obligations, covenants and undertakings on its part contained in the Principal Agreement.

## 3 LOCAL LAND CHARGE

This Supplemental Agreement is a local land charge and shall be registered as such.

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

**THE COMMON SEAL of THE LONDON** )

**LEGACY DEVELOPMENT CORPORATION** )

was hereunto affixed in the presence of: )

Authorised signatory

**[EXECUTED as a DEED by** )

**[** ) in the presence of:

## Appendix 4: Examples of the Reappraisal and Surplus Review Mechanisms

### Proposed by GL Hearn

#### The Basis of the review process:

A base residual development appraisal has been agreed between the applicant's surveyor and the surveyor acting for the LLDC. This shows that as at the date of agreement and including the baseline affordable housing levels, at £450psf private residential receipts (inclusive of parking receipts) across the scheme, the overall scheme will deliver a 20% return based upon an agreed base land value for viability purposes equating to £2m per acre. The 20% return is agreed between the parties as the point at which it would be reasonable for the owner to make further planning contributions.

It is also agreed that if 35% affordable is included within the scheme the private residential values needs to increase to £518psf (inclusive of parking receipts) to deliver the 20% return. This assumes that all of the additional value goes towards the delivery of further planning benefits.

However it is further agreed that only 50% of any upside over the 20% return should go towards planning benefits with the remainder coming to the owner thereby incentivising him to seek to improve receipts.

In order to deliver 35% affordable housing on the assumption of a 50:50 split in the upside above a 20% return the uplift from £450psf to £518psf needs to double – the calculation is as follows

$$(\text{£}518 - \text{£}450) \times 2 = \text{£}136 \quad \text{plus} \quad \text{£}450 = \text{£}586\text{psf.}$$

The basic principle of this review is to consider the residential receipts and compare with the established trigger levels on a pro rata basis to arrive at the level of affordable housing to be delivered. Essentially we are considering the receipts from the scheme to calculate the rate psf achieved and then if this is over £450psf using a pro rata basis between the £450 and £586 psf to establish how much affordable the scheme can deliver.

The review is split into two parts:

#### The Affordable Housing Reappraisal

The affordable housing reappraisal – this takes place at the outset of each zone and considers the expected rate psf achievable from the forthcoming zone – if it exceeds £450psf additional affordable housing will be delivered over the baseline level. This will be pro rata to the expected receipts so if the expected receipts line half way between £450psf and £586 psf the amount of affordable will be half way between the baseline level and 35%.

The calculation for Zones 2-4 is as follows:

Level of affordable in base appraisal = 15.8% overall

Policy = 35%

Difference 19.2%

Difference between trigger levels = £136psf

If 19.2% = £136psf

Then 0.5% = £3.54psf

**So for every £3.54psf (BCIS indexed) by which the GDV exceeds the base trigger of £450psf (reflecting parking) the owner would provide an additional 0.5% affordable housing in the next phase subject to a maximum of 35% delivered if the scheme achieves £586psf or more.**

The calculation for Zone 1 on the basis that it doesn't come forward within the grace period during which no review is required is as follows. This assumes that if it hasn't come forward within this period the RCGF will be lost and we are delivering only 10% as a base level.

Level of affordable in base appraisal = 10%  
Policy = 35%  
Difference 25%

Difference between trigger levels = £136psf

If 25% = £136psf

Then 0.5% = £2.72psf

**So for every £2.72psf (BCIS indexed) by which the GDV exceeds the base trigger of £450psf (reflecting parking) the owner would provide an additional 0.5% affordable housing in the next phase subject to a maximum of 35% delivered if the scheme achieves £586psf or more.**

### **The Surplus and Sales Report**

This takes place through the scheme build out and considers what levels of values have actually been received. If these exceed the predicted levels a surplus is created which will be used to deliver further affordable housing in forthcoming units built out. If values fall below predicted levels a loss will be made which can be offset against future surplus.

In addition, if affordable housing above the levels which the surplus in a previous sales report would have justified have been delivered within the area of housing to which the sales report applies, this may be offset against a future surplus.

**The following Examples consider a number of scenarios to assist in an understanding of the mechanism:**

#### **Zone Affordable Housing Reappraisal.**

The value of the private market units and car parking will be estimated based upon previous sales and other evidence considered appropriate.

Assuming a value of £475psf at the start of Zone 2 the baseline level of affordable would need to increase as the trigger has been breached.

The Trigger is £450psf – in practice this is indexed in line with build costs so that the owner's profit is maintained at 20%. For ease of this example indexing is excluded.

Increase over trigger is £475 - £450 psf = £25 psf

Divide by £3.54 and multiply by 0.5% = 3.53% additional affordable housing

So the base level provided within Zone 2 would be  $15.8\% + 3.37\% = 19.33\%$ .

### **Sales Report**

At the end of the first year of sales in Zone 2 a Sales report would be undertaken and the resulting £'psf level achieved is compared to the higher of the Trigger level of £450psf or the estimated achievable level for the Zone agreed under the affordable housing reappraisal at the outset of the Zone. (In this case the comparator would be £475psf). There are a number of possible results.

First - Assume the sales achieved equate to £475 psf.

In this case the sales are in line with the higher estimated achievable level agreed under the Affordable Housing Reappraisal. The base level of affordable housing will have been increased to reflect £475psf and therefore the additional surplus created will have been offset by the additional units already delivered in the Zone.

Second - - Assume the sales achieved equate to £500 psf.

Increase over comparator is  $£500 - £475 \text{ psf} = £25 \text{ psf}$

Divide by £3.54 and multiply by 0.5% = 3.53% additional affordable housing

So the surplus would suggest that the level provided within Zone 2 should have been  $19.33\% + 3.53\% = 22.86\%$ . (ie the increased baseline suggested by the Affordable Housing Reappraisal plus surplus)

This can be equated to a number of units based on the numbers actually delivered as set out within the sales report so for example:

If the report included 100 private units the base level of affordable would have been 24 units as 24 is 19.33% of 124 units (to the nearest unit).

The additional units which the receipts would suggest are an extra 4 units ( $4/124 = 3.53\%$  to the nearest unit).

In this case the additional 4 units could be included in the next phase as an addition over any base level or could be offset against a previous loss – for example where a previous sales report had delivered sales below £450psf.

Third assume the sales achieved equate to £425psf.

This is below the comparator level for further affordable and indicates that the owner has made a loss which can be carried forward. This loss would be recorded and the total amount deducted from the next sales report total before working out the £'s psf. achieved.



1596.

*[Handwritten signature]*

Authorised Signatory

( EXECUTED as a deed by affixing the  
( Common Seal of LONDON LEGACY  
( DEVELOPMENT CORPORATION  
( in the presence of : -  
(

*[Handwritten signature]*

Director

*[Handwritten signature]*

Director/Secretary

( EXECUTED as a deed by EAST  
( THAMES PARTNERSHIP LIMITED  
( acting by  
(

*[Handwritten signature]*

Director

*[Handwritten signature]*

Director

( EXECUTED as a deed by LONDON AND  
( CONTINENTAL RAILWAYS LIMITED  
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