

DATED 27th March 2015

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) CROWNTOP LIMITED

(3) WICK DEVELOPMENTS LIMITED

**PLANNING OBLIGATION BY DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990**

**Relating to the redevelopment of land at 61 – 63 Wallis Road,
Hackney Wick, E9 5LH to provide a four storey building
comprising twelve residential units and ground floor commercial
space**



Pinsent Masons

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THIS AGREEMENT is made on 27th March 2015

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **CROWNTOP LIMITED** of 61 Wallis Road, Hackney, London E9 5LH (company registration number 3018920) (the "**Owner**"); and
- (3) **WICK DEVELOPMENTS LIMITED** incorporated and registered in England and Wales with company number 09104516 whose registered office is at Cambridge House, 27 Cambridge Park, Wanstead, London E11 2PU (the "**Developer**").

RECITALS

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner is the freehold owner of the Site as registered at the Land Registry under title numbers 254951, EGL281254, EGL281255, EGL281256 and EGL281257 further details of which are set out at Schedule 1 to this Deed.
- (C) The Developer has agreed with the Owner to carry out the development of the Site pursuant to the Planning Permission.
- (D) The LPA has resolved to grant the Planning Permission subject to conditions and the prior completion of this deed.
- (E) The Developer and the Owner are satisfied 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).

OPERATIVE PROVISIONS

1. DEFINITIONS

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

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

"2011 Act" means the Localism Act 2011

"Affordable Housing" means housing (including social rented, shared ownership and intermediate housing) which is provided to eligible households whose needs are not met by the market, which is available at a cost low enough for them to afford determined with regard to local incomes and local house prices and which includes provisions for the home to remain at an affordable price for future eligible households, or if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision as required to be provided pursuant to the terms of this Agreement

"Affordable Housing Provider" means a person, company, partnership, organisation or manager from time to time permitted by law to provide Affordable Housing

"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date of Commencement of Development as notified to the LPA pursuant to Clause 5.1.2 of this Agreement
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and "Commence" and "Commenced" shall be construed accordingly
"Commercial Space Strategy"	means a detailed strategy designed to facilitate the Occupation of the commercial space comprised within the Development and setting out how the Owner and/or Developer (as appropriate) will work with and through the London Borough of Hackney's 'Invest in Hackney' service (and with any officer of the London Borough of Hackney or organisation promoted by the London Borough of Hackney who/which replaces the London Borough of Hackney's 'Invest in Hackney' service and serves substantially the same purpose) and including appropriate arrangements for the regular monitoring and reporting to the London Borough of Hackney on the delivering the approved strategy
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"District Heating Network"	means the Olympic Park district heating network
"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:- <ul style="list-style-type: none"> (a) in respect of the contributions required to be paid by the Developer under Schedule 2 and Schedule 3 the Building Costs Index as published by the Department for Business Innovations and Skills; and (b) in all other cases the Consumer Prices Index published by the Office for National Statistics <p>and in each case includes any provisional index published in respect of the above indices if that is the latest information available at the date any payment becomes due and "Index" shall also include any indices published by the above organisations (or any successors to their respective functions) which replace the above indices</p>
"Interest"	means interest at three (3) per cent above the base lending rate from time to time of a clearing bank nominated by the LPA
"Local Labour Strategy"	means a detailed strategy designed to secure at least the ambitions set out in paragraph 2 of Schedule 3 for the construction phase and operational phases of the Development, demonstrating how the Owner and/or Developer (as appropriate) will work with and through the London Borough of Hackney's job brokerage scheme known as 'Ways into Work' (and with any subsequent scheme or arrangement promoted by the London Borough of

Hackney which substantially serves the same purposes as Ways into Work') and including appropriate arrangements for the regular monitoring and reporting to the London Borough of Hackney on the progress in achieving such ambitions

"Market Housing Unit"	means a dwelling at the Development for sale on the open market and which is not Affordable Housing
"Nominations Agreement"	means the London Borough of Hackney's standard nominations agreement to be entered into between such borough and an Affordable Housing Provider and relating to the Affordable Housing provided pursuant to this Agreement
"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
"Plan"	means the plan attached to this Agreement at Appendix 1
"Parties"	means the parties to this Agreement and the word "Party" shall mean any one of them
"Planning Application"	means the full application for planning permission to redevelop the Site to provide a four storey building comprising twelve residential units and ground floor commercial space submitted to the LPA and given reference number 13/00449/FUL
"Planning Permission"	means the planning permission subject to conditions for the proposals within the Planning Application, substantially in the form of the draft which is contained at Appendix 2 and 'Planning Permission' shall be construed so as to include an amendments to or variations of the planning permission granted pursuant to the Planning Application
"Reasonable Endeavours"	means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"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
"Shared Ownership Units"	means that part of the Development comprising two (2) units of Affordable Housing to be made available by an Affordable Housing Provider where a proportion of equity in each unit 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 and "Shared Ownership Unit" shall refer to either such unit as the context requires

- "Site"** means the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan contained in Appendix 1 address and title details of which are set out in Schedule 1
- "Transport and Amenity Contribution"** means a contribution of ninety-six thousand pounds (£96,000) to be spent on education and library facilities, open space, children's play, health, transport improvements and employment and training within the LPA's area.

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 as an Appendix;

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 a Party 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 made under section 106 of the 1990 Act with the intention that it should bind the Owner's and Developer's interests in the Site as provided by that Section.

3.2 The covenant, restrictions and requirements imposed on the Owner and the Developer in this Agreement create planning obligations pursuant to and for the purposes of section 106 of the 1990 Act so as to bind the Site and are enforceable by the LPA as local planning authority against the Owner and the Developer.

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

4. **CONDITIONALITY**

Save where expressly provided for in this Agreement, this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

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

5.1 The Owner and Developer covenant with the LPA:

5.1.1 as set out in Schedule 1, Schedule 2 and Schedule 3;

5.1.2 to notify the LPA of the Anticipated Commencement Date of the Development not less than 3 (three) months before the date of actual Commencement of Development;

5.1.3 not to Commence Development before notice of the Anticipated Commencement Date of such Development has been served on the LPA;

5.1.4 to notify the LPA of within 5 (five) working days of the occurrence of the following dates:

- (a) actual Commencement of Development;
- (b) Occupation of the first residential unit within the Development.

5.2 The Owner and Developer further covenant with the LPA:

5.2.1 not to encumber or otherwise deal with their respective 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;

5.2.2 to give the LPA immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED that disposals of individual Residential Units or Commercial Units to individual occupiers of such units do not need to be notified.

6. THE LPA'S COVENANTS WITH THE OWNER AND DEVELOPER

6.1 The LPA covenants with the Owner and Developer that it shall perform and comply with, or 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.

6.2 On reasonable request from the Owner and/or Developer and subject to payment of it's reasonable and proper professional costs and charges the LPA will certify compliance or partial compliance (as and if appropriate) with the provisions of this Agreement.

7. REGISTRATION

7.1 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Hackney or any statutory successor to its function.

7.2 Where all of the obligations, covenants, undertakings and other provisions contained in this Agreement have been satisfied wholly the LPA shall at the request of the Owner or Developer request that the London Borough of Hackney (and where relevant any statutory successor to such borough's functions) remove the entry relating to this Agreement from its Local Land Charges Register.

8. FINANCIAL CONTRIBUTIONS AND INDEXATION

8.1 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.

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

8.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the

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

8.4 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with Interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment.

8.5 Following receipt of any payments or financial contributions from the Owner or the Developer pursuant to any obligations contained in this Agreement, the LPA covenants and undertakes to apply such payments or financial contributions only for the purposes specified in this Agreement **PROVIDED THAT** for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner or Developer (as appropriate); and

8.6 Save where expressly stated to the contrary, the LPA shall return to the person who paid to the LPA a 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.

8.7 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 Clause 8.6 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.

9. **THE LPA'S LEGAL COSTS**

The Owner and Developer shall pay the LPA's reasonable costs incurred in negotiating and completing this Agreement (inclusive of any such reasonable costs incurred by external lawyers and other consultants appointed by the LPA in relation to the negotiation and completion of this Agreement) on completion of this Agreement.

10. **VAT**

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

11. **VERIFICATION AND ENFORCEMENT**

The Owner and Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice 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.

12. **NOTICES**

12.1 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:

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

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

12.2 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

Owner:

31 Wallis Road
Hackney
London E9 5LH

Developer:

16 Purley Close
Clayhall
Essex IG5 0TP
For the attention of Allen Mahoney

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

13. MORTGAGEE PROTECTION

No obligation in this Agreement shall be enforceable against any mortgagee or chargee 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 or 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.

14. AFFORDABLE HOUSING PROVIDER MORTGAGEE PROTECTION

14.1 In respect only of the Shared Ownership Units 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 Shared Ownership Units provided that:

- 14.1.1 it has given the LPA at least 3 (three) months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Shared Ownership Units in question to ensure that they continue to be used for the purpose of Affordable Housing;
- 14.1.2 the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the units of Affordable Housing 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 Shared Ownership Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage plus interest and reasonable costs; and
- 14.1.3 if the said mortgagee chargee or receiver shall not have disposed of the said Shared Ownership Units or any part thereof in accordance with Clause 14.2.1 or 14.2.2 or 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 Shared Ownership 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 units of Affordable Housing.

14.2 In respect of the Shared Ownership Units, the provisions of this Agreement shall:

- 14.2.1 cease to apply to any completed Shared Ownership Unit which is transferred or leased by any party referred to in Clause 14.1 above.
- 14.2.2 cease to apply to any completed Shared Ownership Unit 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
- 14.2.3 cease to apply to any completed Shared Ownership Unit where an Affordable Housing Provider sells one hundred percent of the equity in such unit to a tenant.

15. **NO WAIVER**

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

16. **MISCELLANEOUS**

- 16.1 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.
- 16.2 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.

16.3 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.

16.4 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.

16.5 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Owner) modified.

16.6 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.

17. **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.

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**

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

SCHEDULE 1

SITE DETAILS

ADDRESS	LAND REGISTRY TITLE NUMBER
61-63 Wallis Road and 3 – 5 Prince Edward Road	254951
1A Prince Edward Road	EGL281254
65 Wallis Road	EGL281255
67 Wallis Road	EGL281256
69 Wallis Road	EGL281257

SCHEDULE 2

GENERAL OBLIGATIONS

Contributions

1. Before the Development is Occupied the Owner shall pay the Indexed Transport and Amenity Contribution to the LPA

Local Employment and Investment

2. 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 commercial tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to:

- (a) advertise all job vacancies arising from the Development in job centres in the London Borough of Hackney;
- (b) notify the London Borough of Hackney's job brokerage known as 'Ways into Work' of all job vacancies arising from the Development;
- (c) ensure the recruitment of persons living in the London Borough of Hackney accounts for 25% of the construction and landscaping jobs arising from the Development;
- (d) ensure the recruitment of persons living in the London Borough of Hackney accounts for a total of 50% of the jobs at the Development during its operational phase;

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

3. Unless otherwise agreed in writing with the LPA:
 - (a) The Development shall not Commence before the Owner has submitted the Local Labour Strategy to the London Borough of Hackney, secured its written approval thereof and provided copies of the approved Local Labour Strategy and of the London Borough of Hackney's written approval thereof to the LPA.
 - (b) The Development shall not be Commenced, carried out nor Occupied other than in accordance with the Local Labour Strategy and any amendments thereto in both cases as approved by the London Borough of Hackney.
 - (c) The Development shall not Commence before the Owner has submitted the Commercial Space Strategy to the London Borough of Hackney, secured its written approval thereof and provided copies of the approved Local Labour Strategy and of the London Borough of Hackney's written approval thereof to the LPA.
 - (d) The Development shall not be Commenced, carried out nor Occupied other than in accordance with the Commercial Space Strategy and any amendments thereto in both cases as approved by the London Borough of Hackney.

Connection to the District Heating Network

4. The Owner shall use Reasonable Endeavours to connect the Development to the District Heating Network and shall not Occupy or allow the Development to be

Occupied before it has submitted a written report to the LPA and secured its written approval thereof setting out the steps it has taken to satisfy this obligation.

SCHEDULE 3

AFFORDABLE HOUSING

On-site Affordable Housing

1. The Development shall not Commence before the Developer has agreed in writing the location of the Shared Ownership Units within the Development with the LPA.
2. Unless otherwise agreed in writing with the LPA, no private residential units in the Development shall be Occupied before the Shared Ownership Units have been:
 - (a) constructed in accordance with the Planning Permission;
 - (b) made ready for residential occupation;
 - (c) inspected and approved in writing by the Affordable Housing Provider intending to take the transfer of the Shared Ownership Units required under this Paragraph 2 of this Schedule 3;
 - (d) transferred to an Affordable Housing Provider on terms requiring the Affordable Housing Provider to let/sell the Shared Ownership Units in accordance with the provisions of Paragraph 4 of this Schedule 3; and
 - (e) written evidence of the above has been provided to the LPA and approved by the LPA in writing.
3. Subject to Clauses 13 and 14 of this Agreement, the Shared Ownership Units shall not be Occupied other than as Shared Ownership Units in accordance with the provisions of this Schedule.
4. The transfer of the Shared Ownership Units to an Affordable Housing Provider shall impose the following covenants on the Affordable Housing Provider:
 - (a) the Affordable Housing Provider shall enter into a nominations agreement with the London Borough of Hackney in respect of the Shared Ownership Units granting the London Borough of Hackney one hundred percent (100%) of the nomination rights in respect of such units;
 - (b) the Shared Ownership Units shall not be sold or let by the Affordable Housing Provider other than in accordance with the terms of the nominations agreement entered into with the London Borough of Hackney and in accordance with the provisions of Paragraph 5 (Affordability) of this Schedule;
 - (c) each transfer by the Affordable Housing Provider of an interest in a Shared Ownership Unit to an occupier shall include covenants and provisions requiring that where the transferee has not acquired one hundred percent (100%) of the equity in such Shared Ownership Unit:
 - (i) that the transferee may not assign or otherwise transfer their interest in the Shared Ownership Unit on the open market before it has first offered to assign their interest in the Shared Ownership Unit at open market value either to a nominee specified by the Affordable Housing Provider (if any) or directly to the Affordable Housing Provider;
 - (ii) that before offering to assign its interest to a nominee of the Affordable Housing Provider or to the Affordable Housing Provider

itself the transferee shall agree a market valuation of its interest in the Shared Ownership unit with the Affordable Housing Provider;

- (iii) that the Affordable Housing Provider is given a reasonable period (not more than six weeks) in which to nominate a nominee; and
- (iv) the nominee is given a reasonable period (not more than three (3) months) in which to accept the transferee's offer, exchange contracts and complete the assignment of the transferee's interest in the relevant Shared Ownership Unit;
- (v) that any subsequent transfer of an interest in a Shared Ownership Unit shall include the above provisions;

PROVIDED THAT the above requirements shall be subject to the protections provided to Mortgagees in Clauses 13 and 14 of this Agreement.

Affordability

- 5. Unless otherwise agreed in writing with the London Borough of Hackney the cost of rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units shall not exceed 45% of the net income of Households on Intermediate Incomes.
- 6. The Developer shall, subject to compliance with all relevant laws, use Reasonable Endeavours to procure that the Affordable Housing Provider provides one notice to the LPA in relation to the Development on Occupation of all the Shared Ownership Units in the Development with details of:
 - (a) the household income of such initial purchaser or tenant;
 - (b) the initial purchase price of the Shared ownership Unit and the initial percentage equity share bought;
 - (c) the total monthly housing costs for each Shared Ownership Unit including service and estate charges but showing such charges as separate figures;
 - (d) the locality of the purchaser or tenant's previous accommodation by local authority area; and
 - (e) the purchaser or tenant's present occupation where available.
- 7. It is acknowledged and agreed by the LPA and the Developer that:
 - (a) estate and/or service charges may be payable by occupiers of the Shared Ownership Units in addition to being payable by occupiers of the Market Housing Units;
 - (b) service charges for the Shared Ownership Units may be calculated separately from the Market Housing Units;
 - (c) 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 the Shared Ownership Units; and
 - (d) the aggregate service charges to be payable by the occupiers of each Shared Ownership Unit will be affordable (as determined by the Developer and the Affordable Housing Provider).

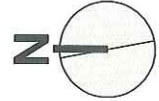
Exclusions

8. The provisions of this Agreement shall cease to apply to any completed Shared Ownership Unit in respect of which a lease has been granted by the Affordable Housing Provider and where the Affordable Housing Provider shall have disposed of 100% of the equity in such Shared Ownership Unit under the terms of such lease.

APPENDIX 1
PLANS



012345678910 M



Design Firm Barker Shorten Architects 23-28 Penn Street London N1 5DL 0207729 1077 studio@barkershorten.com	Project Title New Flats and Commercial Units 61-63 Wallis Road London E9 5LH	Project No. 322	Drawing No. 01 of ___
		Scale 1:500@A4	
Project Manager Drawn By Checked By [CS]		Date 25/10/2013	
Location Plan		CAD File Name	

[Signature]
 SCOTT PALMA
 WICK DEVELOPMENT
 LIMITED

[Signature]
 DIRECTOR,
 CROWNTOP LIMITED

[Signature]

APPENDIX 2
DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Mr Allen Mahoney
ATM Developments Ltd
16, Purley Close
Clayhall
Essex
IG5 0TP

Agent

Jaimie Shorten
Barker Shorten Architects LLP
23-28 Penn Street
London
N1 5DL

Part I - Particulars of Application

Date of Application: 06-Nov-2013

Application No: 13/00449/FUL

Proposal: Redevelopment to provide a four storey building comprising twelve residential units and ground floor commercial space.

Location: 61 Wallis Road, Hackney Wick, London, E9 5LH

Part II - Particulars of Decision

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

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

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

2. The Local Planning Authority shall be notified in writing, at least one week in advance, that development under this permission is to commence.

Reason: To assist in checking that all pre-commencement conditions have been satisfactorily discharged.

3. 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:

01	Location Plan
322_02A	Plans as Proposed dated 17/04/2014
322_04A	Elevations as Proposed dated 17/04/2014
322_05B	Sections as Proposed dated 17/04/2014
322_06B	Perspectives dated 17/04/2014
322_07	Detailed Elevation dated 25/03/2013
322_08B	Daylight Analysis 1 dated 10/02/2014
322_09B	Daylight Analysis 2 dated 10/02/2014
322_10C	Daylight Analysis 3 dated 10/03/2014
322_11B	Daylight Analysis 4 dated 06/02/2014
322_10A	Daylight Analysis 5 dated 10/03/2014

and the description of development contained in the application 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.

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

Reason: To ensure satisfactory compliance with this planning permission.

5. The use hereby permitted under Class A1 of the Town and Country Planning (Use Classes) Order 1987 (as amended), shall not be carried on outside the hours of 08.00 to 23.00 Monday to Sunday (including Bank Holidays).

Reason: To prevent noise and disturbance.

6. Except where standards are set out in this planning permission, all Residential Units shall be built in 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 in conformity with any replacement housing design guide that may be issued by the Mayor of London after the date of this permission and prior to implementation.

Reason: To ensure that high standards of urban design, residential amenity and landscaping are achieved.

7. All housing 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.

8. Not less than 10% of each of the following types of housing unit 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.

9. All residential premises shall be designed in accordance with BS8233:1999 'Sound insulation and noise reduction for buildings - Code of Practice' to attain the following internal noise levels:

- Bedrooms- 30dB LAeq,T* and 40dB LAfmax
- Living rooms- 30dB LAeq, D*
- *T- Night-time 8 hours between 23:00-07:00
- *D- Daytime 16 hours between 07:00-23:00.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.

10. Prior to the commencement of works on the development hereby permitted, details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses shall be submitted to and approved by the Local Planning Authority. Details should include airborne and impact sound insulation. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours.

11. The development hereby approved shall not be occupied until the internal layout of the commercial units has been submitted to and approved in writing by the Local Planning Authority. The internal layout shall be implemented and occupied only in accordance with the approved drawings.

Reason: To ensure a satisfactory standard of external appearance and to protect local amenity.

12. Material samples/sample-panels/sample-boards of all external facing materials to be used in the carrying out of this permission shall be submitted to and approved in writing by the Local Planning Authority; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve an satisfactory quality of design and detailing.

13. Prior to commencement of the development the following details shall be submitted to and approved in writing by the Local Planning Authority on drawings prepared at 1:5 and 1:20 scale:

- a) pre-cast concrete cills, string courses and copings;
- b) window reveals and cills;
- c) galvanised steel railings;
- d) shop fronts;
- e) external signage;
- f) internal or external shutters;
- g) sedum roof;
- h) photovoltaic panels

Reason: To ensure a satisfactory standard of external appearance and to protect local amenity.

14. The development hereby approved shall not be occupied until a Code for Sustainable Homes post completion certificate has been submitted to and approved in writing by the Local Planning Authority. The Code for Sustainable Homes post completion certificate shall confirm that the completed development has achieved Level 4.

Reason: To ensure that the development meets the wider objectives of sustainability in new building design and construction.

15. With the exception of roof mounted antennae or satellite dish designed for communal use by the occupiers of the building, no antennae or satellite dishes shall be placed on any elevation unless submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure a satisfactory standard of external appearance and protect local amenity.

16. The development shall not be occupied until a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority, in consultation with Transport for London. The Delivery and Servicing Plan shall set out the proposed management arrangements for servicing the development from Park Lane and Jupp Road West.

Reason: To prevent obstruction of the public highway and avoid accidents.

17. No development shall take place until a Construction Management Plan, including a full breakdown of the timing and detail of construction works, site access and booking arrangements, construction phasing, vehicular routes and the impacts on the public highway has been submitted to and approved in writing by the Local Planning Authority, in consultation with Transport for London.

Reason: To ensure there are no adverse impacts on the highway.

18. 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 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

19. 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, and such CTMP has been submitted to and approved by the Local Planning Authority. The objectives of the CTMP shall be to:

- minimise the level of road based construction traffic through the promotion of sustainable transport options, where feasible
- minimise the impact of road based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation;
- identify highway works required to accommodate construction traffic;
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking; and

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

- the arrangements for liaison with the relevant highway authorities;
- the method for applying for approvals for Off Site highway works;
- road closures implementation and management
- designated routes for large goods vehicles and dealing with abnormal loads;
- highway enabling schemes for access to and from the construction sites;
- position and operation of cranes / Mobile Elevating Work Platforms
- Off Site parking issues;
- 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;
- provision for walking and cycling;
- lorry holding areas;
- driver standards and enforcement within the construction sites and on the highway;
- monitoring;
- dealing with complaints and community liaison; and

- 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.

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.

20. 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.

21. 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.

22. No development shall take place until impact studies of the existing water supply infrastructure have been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water. The studies shall determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure the water supply infrastructure has sufficient capacity to cope with additional demand.

23. No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme for investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

Reason: Important archaeological remains may exist on this site. The Local Planning Authority wishes to secure the provision of an archaeological investigation and the recording of any remains prior to commencement of development.

24. No development shall take place until full energy modelling calculations to demonstrate that 25% reduction in CO² emissions above 2010 building regulations has been submitted to and approved in writing by shall be submitted to and approved by the Local Planning.

Reason: To ensure that the development meets the wider objectives of energy efficiency in new building design and construction.

25. The development permitted by this planning permission shall be carried out in accordance with the approved flood risk assessment (FRA) and the email from George Kelly dated 1 April 2014 and Further Response to EA FRA requirements letter: NE/2013/117295/01-L01 (April 2013) and up to date EA Product 4 (September 2013) and the compensatory flood storage measures including the Flood Louvre/Collapsible Panel (Appendix D) detailed within the FRA. The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Reason: To prevent flooding on site and elsewhere by ensuring that compensatory storage of flood water is provided.

26. No development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), shall take place until a scheme that includes the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:

1. A preliminary risk assessment which has identified:
 - a. all previous uses
 - b. potential contaminants associated with those uses
 - c. a conceptual model of the site indicating sources, pathways and receptors
 - d. potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
3. The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

Any changes to these components require the express written consent of the local planning authority. The scheme shall be implemented as approved.

Reason: To protect the quality of the water environment.

27. The development hereby permitted shall not be occupied until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

28. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.

Reason: To protect the quality of the water environment.

29. No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.

Reason: To protect the quality of the water environment by ensuring remedial work required as a result for the previous two conditions is undertaken and demonstrated successful.

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

Reason: To protect the quality of the water environment.

31. 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 where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To protect the quality of the water environment.

Environment Agency Informatives

1. Follow the risk management framework provided in CLR11, Model Procedures for the Management of Land Contamination, when dealing with land affected by contamination.
2. Refer to the Environment Agency Guiding Principles for Land Contamination for the type of information that we require in order to assess risks to controlled waters from the site. The Local Authority can advise on risk to other receptors, such as human health.
3. Refer to our website at www.gov.uk for more information and, in particular, the EA Planning and Land Contamination resource pages: <https://www.gov.uk/contaminated-land> and the Environmental Quality Standards featured in the Chemical Standards Database.
4. Refer to Groundwater Protection Principles and Practice (GP3). This can be viewed via our webpage <https://www.gov.uk/government/publications/groundwater-protection-principles-and-practice-gp3>.
5. Follow the relevant British Standards when investigating potentially contaminated sites and groundwater, and references with these documents: BS 5930: 1999 A2:2010 Code of practice for site investigations; BS 10175:2011 Code of practice for investigation of potentially contaminated sites; BS ISO 5667-22:2010 Water quality. Sampling. Guidance on the design and installation of groundwater monitoring points; BS ISO 5667-11:2009 Water quality. Sampling. Guidance on sampling of groundwaters.
6. From 1st March 2005, accreditation to the Environment Agency's Monitoring Certification Scheme (MCERTS) is required where laboratory soil testing results are submitted to the Environment Agency for regulatory purposes, e.g. under Part IIA of the Environmental Protection Act 1990, the Pollution and Prevention Control (England and Wales) Regulations 2000 and the Waste Management Licensing Regulations 1994. Individual local authorities may have adopted similar requirements. The Environment Agency strongly recommends that MCERTS accredited methods are used for soil testing in site investigations, verification of remediation and long-term site monitoring when these activities are undertaken in accordance with planning requirements or as part of a voluntary remediation scheme. Further information on the MCERTS performance standard for chemical testing of soil is available on the Environment Agency's website at <https://www.gov.uk/government/publications/mcerts-competency-standard-for-inspectors>
7. Follow the risk management framework provided in the 'Piling into Contaminated Sites' guidance which can be viewed at <https://www.gov.uk/government/publications>
8. Refer to Pollution Prevention Advice and Guidance on Site drainage, dealing with sewage and trade effluents [https://www.gov.uk/search?q=Pollution Prevention Advice and Guidance on Site](https://www.gov.uk/search?q=Pollution+Prevention+Advice+and+Guidance+on+Site)

drainage&tab=government-results. You may also find helpful the CIRIA documents on Sustainable Drainage Systems.

Advice to applicant

The CL:AIRE Definition of Waste: Development Industry Code of Practice (version 2) provides operators with a framework for determining whether or not excavated material arising from site during remediation and/or land development works are waste or have ceased to be waste. Under the Code of Practice:

- Excavated materials that are recovered via a treatment operation can be re-used on-site providing they are treated to a standard such that they are fit for Purpose and unlikely to cause pollution
- Treated materials can be transferred between sites as part of a hub and cluster project
- Some naturally occurring clean material can be transferred directly between sites.

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically, and that the permitting status of any proposed on site operations are clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays.

The Environment Agency recommends that developers should refer to our:

- Position statement on the Definition of Waste: Development Industry Code of Practice and;
- Website at www.gov.uk for further guidance.

Contaminated soil that is, or must be disposed of, is waste. Therefore, its handling, transport, treatment and disposal is subject to waste management legislation, which includes:

- Duty of Care Regulations 1991
- Hazardous Waste (England and Wales) Regulations 2005
- Environmental Permitting (England and Wales) Regulations 2010
- The Waste (England and Wales) Regulations 2011

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically in line with British Standards BS EN 14899:2005 'Characterisation of Waste - Sampling of Waste Materials - Framework for the Preparation and Application of a Sampling Plan' and that the permitting status of any proposed treatment or disposal activity is clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays. If the total quantity of waste material to be produced at or taken off site is hazardous waste and is 500kg or greater in any 12 month period the developer will need to register with us as a hazardous waste producer. Refer to our website at www.gov.uk for more information.

Approved Document Part H of the Building Regulations 2000 establishes a hierarchy for surface water disposal, which encourages a SUDS approach. Under Approved Document Part H the first option for surface water disposal should be the use of SUDS, which encourages infiltration such as soakaways or infiltration trenches. In all cases, it should be established that these options are feasible, can be adopted and properly maintained and would not lead to any other environmental problems. For example, using soakaways or other infiltration methods on contaminated land carries groundwater pollution risks and may not work in areas with a high water table. Where the intention is to dispose to soakaway, these should be shown to work through an appropriate assessment carried out under Building Research Establishment (BRE) Digest 365.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 31 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 (as amended), the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive

and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

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

Dated this:



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

DRAFT

London Legacy Development Corporation
TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990.
- * 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 the London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online.
- * The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000). To make an appeal online, please use www.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 Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- * In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

EXECUTED as a deed by affixing the
Common Seal of **LONDON LEGACY
DEVELOPMENT CORPORATION**
in the presence of : -

)
)
)
)
)



[Handwritten Signature]

.....
Authorised Signatory

1585

EXECUTED as a deed by **CROWNTOP
LIMITED** acting by a Director in the presence
of:

)
)
)
)
)

[Handwritten Signature]

.....
Director

Witness Signature:

Witness Name:

Address:

.....
Occupation:

[Handwritten Signature]
ILYAS AHMETOGLU
BSc (Hons) - Pg Dip (Laws)
Solicitor & Commissioner for Oaths
SRA NO: 483360

OZKUTAN & CO
SOLICITORS
17 DOWNHAM ROAD
LONDON N1 5AA
TEL: 0207 923 7792

EXECUTED as a deed by **WICK
DEVELOPMENTS LIMITED** acting by a
Director in the presence of:

)
)
)
)
)

[Handwritten Signature]

.....
Director

Witness Signature:

Witness Name:

Address:

.....
Occupation:

HUGGINS & LEWIS FOSKETT
5-6 THE SHRUBBERIES
GEORGE LANE, SOUTH WOODFORD
LONDON E18 1BG
PHONE: 020-8989 3000

[Handwritten Signature]



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