

DATED 25 August 2016



- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) LONDON AND QUADRANT HOUSING TRUST

PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990

and all other powers enabling

relating to land at Bream Street at the junction of Stour Road and Dace Road,

Fish Island, London

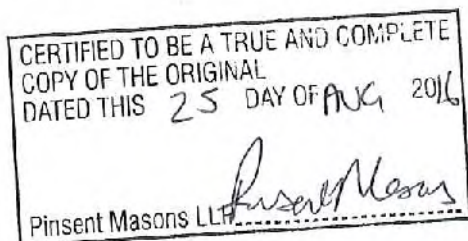


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THIS AGREEMENT is made on **25 August** 2016.

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA"); and
- (2) **LONDON AND QUADRANT HOUSING TRUST** (Registered Society Number 030441R) of One Kings Hall Mews, Lewisham, London SE13 5JQ (the "Owner").

RECITALS

WHEREAS:

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry with Title Number AGL315505.
- (C) The Planning Application was validated by the LPA on 23 June 2015.
- (D) On 23 February 2016 the LPA resolved to grant the Planning Permission subject to the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

OPERATIVE PROVISIONS:

1. INTERPRETATION

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

"1990 Act"	Town and Country Planning Act 1990;
"Agreement"	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;
"Anticipated Commencement Date"	the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced;
"Building"	means a building comprised in the Development;
"Commencement"	means the carrying out upon the Site pursuant to the Planning Permission of a material operation as defined in section 56(4) of the 1990 Act and "Commence"

	and " Commenced " shall be construed accordingly;
"Commencement Date"	means the date upon which the Development is Commenced;
"Commercial Units"	means retail (Use Classes A1 (shops) and A3 (restaurants and cafes)), employment (Use Classes B1 (business), B2 (general industrial) and B8 (storage and distribution)) and exhibition/leisure (Use Class D1 (non-residential institutions)/D2 (assembly and leisure)) units provided as part of the Development;
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for such works and " Complete " and " Completion " shall be construed accordingly;
"Comply"	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and " Compliance " shall be construed accordingly;
"Condition"	means a condition of the Planning Permission;
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;
"Council"	means the London Borough of Tower Hamlets and its successor in function;
"CPI"	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it;
"Developer"	shall have the meaning ascribed to it in clause 1.2.7;
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission;
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other

	than in respect of any matter of law);
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute;
"First Occupation"	means first Occupation of the Development or any part thereof;
"General Building Cost Index"	means the <i>General Building Costs Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer;
"Index"	means: <ol style="list-style-type: none"> 1. the General Building Cost Index in respect of the Sustainable Transport Contribution and all contributions paid pursuant to this Agreement where it is known at the date of payment such contributions are to be spent on the construction of facilities and/or infrastructure; 2. in all other cases the CPI;
"Indexed"	means in relation to any sum that it is to be increased in accordance with clauses 14.2 and 14.3;
"Occupy" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing;
"Off Site"	on land outside the Site;
"On Site"	on land within the Site;
"Parties"	the parties to this Agreement and the word "Party" shall mean either one of them;
"Plan 1"	means the plan annexed to this Agreement at Appendix 1 (Site Plan);
"Plan 2"	means the plan annexed to this Agreement at Appendix 2 (Car Club/Commercial Van Sharing Space);
"Plan 3"	means plan annexed to this Agreement at Appendix 3 (Common Areas);

"Plan 4"	means the plan annexed to this Agreement at Appendix 4 (East-West Route);
"Plan 5"	means the plan annexed to this Agreement at Appendix 5 (Play Areas);
"Plan 6"	means the plan annexed to this Agreement at Appendix 6 (Off Site Play Space);
"Plan 7"	means the plan annexed to this Agreement at Appendix 7 (PAOS);
"Plan 8"	means the plan annexed to this Agreement at Appendix 8 (Waterway);
"Plan 9"	means the plan annexed to this Agreement at Appendix 9 (Block E and G Commercial Units);
"Plan 10"	means the plan annexed to this Agreement at Appendix 10 (Wayfinding);
"Plan 11"	means the plan annexed to this Agreement at Appendix 11 (Docking Station);
"Planning Application"	the application for planning permission submitted to the LPA and given reference number 15/00278/FUL by the LPA for the redevelopment of the Site to comprise the demolition of existing building, existing structures, removal of existing trees and associated site clearance to enable a mixed use development of 7 buildings between 2 and 7 storeys (between 7.1m and 23.1m) and basement to provide up to 24,465m ² of floorspace (GIA) comprising, 202 residential units (use class C3) as well as employment (use Classes B1-B8), retail (Use Classes A1 and A3) and exhibition/leisure uses (Use Class D1/D2), servicing and basement parking spaces, hard and soft landscaping, public realm, creation of new vehicular access and other associated works;
"Planning Permission"	the planning permission which may be granted subject to conditions for the proposals within the Planning Application and a draft of which is attached at Appendix 12;
"Private Residential Units"	means Residential Units which are neither Affordable Rented Housing Units or Shared Ownership Units provided pursuant to paragraph 2 of Schedule 1;
"Reasonable Endeavours"	that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public

inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected: in the case of the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably in the context of its statutory functions duties and purposes; and in the case of the Owner of a competent commercial developer in the context of the Development (or part of the Development);

"Requisite Consents"

such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;

"Residential Unit"

means a residential unit provided as part of the Development;

"Site"

the land shown edged red on Plan 1;

"Super Structure"

means any part of the Development built above the foundation;

"Utility Undertaker"

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

"Working Day"

a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive.

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;

- (d) Part is to a part of an Appendix to this Agreement;
 - (e) table is to a table of an Appendix to this Agreement;
 - (f) Recital is to a Recital to this Agreement; and
 - (g) Plan, is to a plan annexed to this Agreement as an Appendix;
- 1.2.2 references to any statute or statutory provision include references to:
- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
 - (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall unreasonably withhold or delay the giving or making of the same;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to Clauses 2.5 and 2.6 references to the Developer in this Agreement include:
- (a) the Owner;
 - (b) persons deriving title from the Owner; and
 - (c) the Owner's successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 **"including" means "including without limitation";**
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;

- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s).
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 The "Agreement" includes the Schedules and Recitals to this Agreement.
- 1.5 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate Approval agreement or other Consent to be given or made by the LPA such expression of satisfaction certificate Approval agreement or other Consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.8 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of either Party is subject to the obtaining or securing of Requisite Consents the Party obliged to fulfil that obligation, covenant or undertaking shall:-
- 1.8.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site or on land within the ownership or control of the person obliged to attempt to secure such Requisite Consents; and
- 1.8.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site or on land that is not within its ownership or control

PROVIDED THAT in each case if the Developer or the LPA in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.8 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred

to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.

- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and, subject to Clauses 2.5, 2.6, 2.7 and 2.8 the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.6 This Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of individual Residential Units or individual Commercial Units or any successors in title to or any persons who may come to derive title from any such owners, occupiers or lessees.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any person deriving title through such chargee, mortgagee.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, quashed, withdrawn or (without the consent of the Developer) modified and the Council shall if requested in writing to do so remove any entry relating to this Agreement from the Local Land Charges Register if it is reasonable and proper to do so.
- 2.10 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.
- 2.11 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission

indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. **CONDITIONALITY**

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

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

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

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

4.1.2 not encumber or otherwise deal with their interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out provided that nothing in this clause shall prevent the Owner from creating a charge or mortgage over any part of the Site or prevent or interfere with a chargee's, mortgagee's or Receiver's power to dispose of any part of the Site; and

4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

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

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

5.2 Subject to Clause 5.3 the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("Other Statutory Authority") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies.

5.4 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.3 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

5.5 The LPA shall return to the Developer any part of any payment or financial contribution that remains contractually uncommitted or unspent as at the tenth anniversary of payment by the Developer.

6. **NOTICES**

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

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

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

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions,
London Legacy Development Corporation – Planning
Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

For the attention of: Anthony Hollingsworth

Owner:

Address: London and Quadrant Housing Trust
One Kings Hall Mews
Lewisham
London
SE13 5JQ

For the attention of: Legal Department

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

7. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

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

that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the LPA shall as soon as reasonably practicable issue a notification to such effect.

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

7.3 At the Owner's request and expense, the LPA shall request that the Council removes the entry in its Local Land Charges Register relating to obligations, covenants, undertakings and other provisions contained in this Agreement which have been satisfied wholly.

8. VERIFICATION AND ENFORCEMENT

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

9. DISPUTE RESOLUTION

9.1 One Party may by serving notice on all the other Parties (the "Notice") refer a Dispute to an Expert for determination.

9.2 The Notice must specify:

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

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

9.2.3 the proposed Expert.

9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

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

9.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.

9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make

counter submissions within a further 5 (five) Working Days in respect of any such submission and material.

9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:

9.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;

9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

9.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;

9.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and

9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

10. **NO WAIVER**

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

11. **DUTY TO ACT REASONABLY AND IN GOOD FAITH**

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

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

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

13. **THE LPA'S COSTS**

13.1 The Developer agrees that it will on completion of the Agreement pay:

13.1.1 the LPA's reasonable and proper legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable and proper costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement).

13.1.2 the LPA's costs incurred in the review of development appraisals and viability assessments in connection with the Development (inclusive of any such costs incurred by external surveyors appointed by the LPA).

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

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

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

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

15. JURISDICTION AND LEGAL EFFECT

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

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

16. EXECUTION

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

SCHEDULE 1

AFFORDABLE HOUSING

DEFINITIONS

"Affordable Housing"	means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted otherwise than in accordance with the terms of this Agreement, for any grant subsidy to be recycled for alternative affordable housing provision in accordance with the HCA Capital Funding Guide;
"Affordable Housing Contracts"	means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider;
"Affordable Housing Provider"	means a provider of Affordable Housing approved in respect of the Development pursuant to paragraph 1.1 of this Schedule;
"Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing pursuant to this Schedule;
"Affordable Housing Management Scheme"	means a scheme specifying:- (a) management and servicing arrangements for the Affordable Housing Units; and (b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charge.
"Affordable Rented Housing"	means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents;
"Affordable Rented Housing Units"	means Affordable Housing Units to be made available for Affordable Rented Housing

pursuant to paragraph 1 of this Schedule;

"Affordable Rents"

means the rents (inclusive of service charge) not exceeding those set out in the table below:

Size of Affordable Housing Unit	Maximum rent
1 bedroom	65% of local market rent
2 bedroom	55% of local market rent
3 bedroom	50% of local market rent

SUBJECT TO an annual percentage rent increase by reference to the amount of the annual increase in the CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA in "the Regulatory Framework for Social Housing in England from 1 April 2015 (Rent Standard Guidance", or any successor guidance;

"Approved Affordable Housing Providers"

means the Affordable Housing Providers set out in the list annexed at Appendix 13;

"Grant Funding"

means any capital funding provided by the HCA, GLA or any other public body for the delivery of additional Affordable Housing in the Development;

"Homes and Communities Agency" or "HCA"

means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the Homes and Communities Agency;

"HomeBuy Agent"

means a body appointed or approved by the HCA to act as agents for the allocation of the Shared Ownership Units;

"Intermediate Housing"

means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Share Ownership Housing or shared equity housing, intermediate rent and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2015 (consolidated with amendments from 2011) as updated annually

reasonably;

"Shared Ownership Housing"

means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease;

"Shared Ownership Units"

means Affordable Housing Units to be made available for Shared Ownership Housing pursuant to paragraph 1 of this Schedule;

"Social Rented Housing"

means rented housing for which guideline target rents are determined through the National Rent Regime;

"Staircasing"

means the purchase by the owners of additional equity in a Shared Ownership Unit or shared equity unit;

"Target Rents"

means rents for Social Housing calculated in accordance with the National Rent Regime.

1. AFFORDABLE HOUSING PROVIDER

1.1 If the Affordable Housing Provider is not the Owner then the Developer will:

1.1.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Rented Housing Units and the Shared Ownership Units to be provided pursuant to paragraph 1 of this Schedule with one of the Approved Affordable Housing Providers; and

1.1.2 notify the LPA within 10 Working Days of entering into an Affordable Housing Contract

1.2 If the Affordable Housing Provider is the Owner confirm to the LPA that the Affordable Housing Provider will be the Owner.

2. MINIMUM AFFORDABLE HOUSING PROVISION

2.1 Not less than 18 Residential Units shall be provided as Shared Ownership Units.

2.2 Not less than 32 Residential Units shall be provided as Affordable Rented Housing Units.

2.3 The Affordable Housing to be provided pursuant to paragraphs 2.1 and 2.2 above shall comprise the following unit size mix:

	1 bed/2 person units	2 bed/4 person units	3 bed/5 person units	Total number of units
Shared Ownership Units	7	11	0	18

Affordable Rented Housing Units	4	8	20	32
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2.4 Not more than fifty eight per cent (58%) of the Private Residential Units shall be Occupied until:

2.4.1 thirty eight per cent (38%) of the Affordable Housing Units are:

- (a) Completed and made ready for occupation; and
- (b) in the event the Affordable Housing Provider is not the Owner, have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

2.5 Not more than eighty per cent (80%) of the Private Residential Units shall be Occupied until:

2.5.1 one hundred per cent (100%) of the Affordable Housing Units are:

- (a) Completed and made ready for occupation; and
- (b) in the event the Affordable Housing Provider is not the Owner, have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

3. AFFORDABLE RENTS AND AFFORDABILITY CRITERIA

3.1 The rent (inclusive of service charge) charged for the first letting of any Affordable Rented Housing Unit shall not exceed the applicable Affordable Rent **PROVIDED THAT:**

3.1.1 the Owner shall obtain the written agreement of the LPA as to the amounts of the weekly rents and the LPA shall act reasonably when agreeing any proposed revisions to these weekly rents; and

3.1.2 the Affordable Rent shall not exceed the relevant Rental Cap.

3.2 The rents (inclusive of service charge) on subsequent lettings and tenancy renewals of any Affordable Rented Housing Unit (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the applicable Affordable Rent unless otherwise agreed in writing with the LPA.

3.3 The cost of rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the Greater London Authority from time to time.

4. GRANT FUNDING

4.1 The Developer shall:

4.1.1 use Reasonable Endeavours to secure Grant Funding;

4.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;

- 4.1.3 if Grant Funding is secured, notify the LPA as to the quantum, tenure and proposed location of the additional Affordable Housing to be provided in the Development.
- 4.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to Paragraph 4.1 above.
- 4.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the Development 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.
- 4.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Developer shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or Commencement of Development notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "Grant Funded Unit").
- 4.5 In respect of the disposal of any Grant Funded Unit the purchase price shall not exceed eighty five per cent (85%) of the market value of that unit on the assumption that it is a Private Residential Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.
- 4.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's administrative area.
5. **GENERAL**
- 5.1 The Developer hereby covenants with and undertakes to the LPA that the Developer will in respect of Affordable Housing:-
- 5.1.1 not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity unless the affordable housing restrictions contained in this Schedule are removed;
- 5.1.2 provide that 10% of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible dwellings to the LPA for Approval prior to any development above the Super-Structure and notify the LPA at least seven (7) months prior to their Completion **PROVIDED THAT** in the event that any such units have not been sold to a wheelchair user by the end of the Developer using reasonable endeavours to sell the units within the seven (7) month marketing period and evidence of the same has been provided and approved by the LPA then the Developer may convert such units to non-wheelchair accessible or adaptable dwellings **AND PROVIDED FURTHER THAT** notwithstanding the Approved Drawings any wheelchair allocated parking bays which are not purchased by wheelchair users by the end of the seven (7) month marketing period may be sold to any purchaser of a Residential Unit;

- 5.1.3 provide the Affordable Housing Units in accordance with the London Mayor's Housing Supplementary Planning Guidance Housing (March 2016) and such parts of the London Mayor's Draft Interim Housing Supplementary Planning Guidance Housing (May 2015) which remain in place at the date of this Agreement and the Lifetime Home Standards as the same may be superseded or amended from time to time;
- 5.1.4 ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract;
- 5.2 The provisions of this Schedule will not bind:
- 5.2.1 any mortgagee or chargee of the Affordable Housing Provider or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT:-**
- (a) it has given the LPA at least 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 Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;
 - (b) the said mortgagee, chargee or Receiver has used its Reasonable Endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider nominated by the LPA over the said three month period 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 terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; 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 paragraph 5.2.1(b) above within the said three month period the said mortgagee chargee or the Receiver may (but without imposing any obligation on the said mortgagee chargee 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;
- 5.2.2 any Shared Ownership Unit where one hundred per cent of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;
- 5.2.3 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 voluntary or substitute right applicable;

- 5.2.4 any completed Affordable Housing Units where an 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; or
- 5.2.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 5.2.1 to 5.2.4.
- 5.3 The Developer will procure that the Transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Shared Ownership Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.
- 5.4 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.
- 5.5 No Affordable Rented Housing Unit shall be Occupied before the Affordable Housing Provider has entered into the Rents and Nominations Agreement with the London Borough of Tower Hamlets in respect of the Affordable Rented Housing Units and evidence thereof has been provided to and approved in writing by the LPA.
- 5.6 Unless otherwise agreed in writing by the LPA, no Affordable Housing Unit shall be Occupied before an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and the Affordable Housing Units shall thereafter be Occupied in accordance with the approved Affordable Housing Management Scheme.

6. RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS

- 6.1 Unless otherwise agreed by the LPA and subject to the terms of this Schedule and any Rents and Nominations Agreement:
- 6.1.1 no Affordable Rented Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Housing Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting without landlord's consent save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Housing Unit; and
- 6.1.2 no Shared Ownership Unit provided under the terms of this Schedule shall be Occupied other than as an Shared Ownership Unit pursuant to a Model Form of Lease save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Shared Ownership Unit prior to final Staircasing without the landlord's consent;

SCHEDULE 2

VIABILITY REVIEW

DEFINITIONS

- "Construction Contract"** means a contract for the construction and completion of the Development entered into by the Developer in such form as is custom and practice to use in the industry incorporating the programme for the completion of the Development by a specified completion date documentary evidence of which shall be submitted to the LPA in writing;
- "Deferred Affordable Housing"** means the Deferred Affordable Housing Units or the Deferred Affordable Housing Payment;
- "Deferred Affordable Housing Units"** means Affordable Housing to be provided as part of the Development in addition to the Affordable Housing Units to be provided pursuant to Schedule 1 of this Agreement up to a maximum of 21 Residential Units (in addition to the 50 secured by Schedule 1) in accordance with the Deferred Affordable Housing Scheme;
- "Deferred Affordable Housing Payment"** means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the Development above the figure of 50 Residential Units secured by Schedule 1 of this Agreement up to a cap of fifty per cent (50%) of the Residential Units comprised within the Development in accordance with the requirements of Policy H.2 of the London Legacy Development Corporation Local Plan (adopted on 21st July 2015) to be agreed between the Developer and the LPA or determined by the Specialist;
- "Deferred Affordable Housing Scheme"** means a scheme specifying the quantum, size and location of the Deferred Affordable Housing Units with reference to plans and drawings approved as part of the Planning Application, which:
- (a) is submitted by the Developer with any Viability Review; and
 - (b) is either:
 - (i) agreed by the LPA and the Developer; or
 - (ii) determined by the Specialist;
- "Force Majeure"** fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, strike action, civil commotion or terrorist activity;

"Memorandum"	means a memorandum made in accordance with paragraph 12 of this schedule;
"Relevant Report"	means a report setting out and evidencing the Developer's reasons and justification (financial and otherwise) as to why any Viability Review submitted would not support any Deferred Affordable Housing;
"Specialist"	means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with clause 9.3 of this Agreement;
"Substantial Commencement"	<p>means the occurrence of all of the following events:</p> <ul style="list-style-type: none"> (a) a Construction Contract is let by the Developer and certified documentary evidence of the same is provided to the LPA; and (b) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter); and (c) Commencement of the Development has occurred and works (including but without limitation building or engineering works) pursuant to the Construction Contract have taken place and are ongoing in respect of the Development for at least three (3) calendar months (without interruption to the construction programme under the Construction Contract last more than one (1) week in total in any given month);
"Unconditional Obligation Certificate"	<p>means a certificate provided by solicitors acting for the Developer to the effect that:</p> <ul style="list-style-type: none"> (a) the Developer has completed the Construction Contract in which a construction contractor agrees to construct the whole Development by a specified completion date in accordance with an agreed programme subject to the usual extensions, and (b) all contractual conditions contained in the Construction Contract precedent to the enforcement of the obligation to construct the Development referred to at (a) above have been satisfied;

"Viability Review"

means a review to be provided by the Developer assessing the ability of the Development to viably deliver some or all of the Deferred Affordable Housing based upon a review of relevant income assumptions undertaken in accordance with the supporting statement prepared by Quod Property dated 20 July 2016.

1. EVIDENCE OF COMMENCEMENT

- 1.1 Upon the occurrence of Substantial Commencement within 18 (eighteen) months of the date of grant of the Planning Permission the Developer shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the Site at all reasonable times and accompanied by the Developer for the purposes of inspecting the Site and verifying Substantial Commencement provided that the LPA (and its agents) shall not give any instructions to the Developer's contractors.

2. VIABILITY REVIEW

- 2.1 If the Development has not been Substantially Commenced within 18 (eighteen) months of the date of grant of the Planning Permission the Developer shall prior to Substantial Commencement or as the case may be prior to undertaking any further development work which would constitute Substantial Commencement submit to the LPA a Viability Review which shall be accompanied by:

2.1.1 either:

- (a) the Relevant Report; or
- (b) a Deferred Affordable Housing Scheme

2.1.2 the Construction Contract; and

2.1.3 an Unconditional Obligation Certificate

(together known as the "Contract Documents").

3. INTERRUPTIONS TO THE PROGRAMME

Subject to Force Majeure if at any time following Commencement no constructions works at the Development have taken place for a period exceeding three (3) consecutive calendar months, the Developer shall submit to the LPA a Viability Review prior to re commencement of works on the Development and the provisions of paragraph 2 above and the remainder of this Schedule shall apply to such Viability Review.

4. CONTENT OF VIABILITY REVIEW

- 4.1 If no Deferred Affordable Housing Scheme is submitted with the Viability Review required to be submitted to the LPA pursuant to the provisions of paragraphs 2 or 3 of this Schedule, the Viability Review shall be accompanied by:

4.1.1 the Developer's justification (financial and/or otherwise) as to why no On Site Deferred Affordable Housing Units can be provided as part of the Development; and

- 4.1.2 a Deferred Affordable Housing Payment proposal in the event that the Viability Review demonstrates that a Deferred Affordable Housing Payment can be made.

5. **VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATION**

- 5.1 Within 10 (ten) Working Days of receipt of a Viability Review (unless otherwise agreed between the LPA and the Developer), the LPA shall either:

- 5.1.1 confirm in writing to the Developer that it has received a valid Viability Review and the Contract Documents ("**Validation Date**"); or

- 5.1.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability

and for the avoidance of doubt nothing in this paragraph 5.1 shall amount to agreement of any of the matters contained in the Viability Review nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to paragraph 6 provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 5.1.2 above.

- 5.2 On receipt of any request for further information, the Developer shall as soon as reasonably practicable and in any case within 10 (ten) Working Days (or such longer period as may be agreed between the LPA and the Developer) of such request use reasonable endeavours to provide to the LPA the information requested or provide the LPA with a valid explanation as to why the information cannot be provided whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).

- 5.3 The Developer acknowledges that during the course of negotiations pursuant to paragraph 6 below, the LPA or its surveyor shall be entitled to seek such further information as either deems relevant (acting reasonably) to settling the Viability Review and/or Deferred Affordable Housing Scheme and/or Deferred Affordable Housing Payment with which the Developer shall comply as outlined in paragraph 5.2 above using all reasonable endeavours.

- 5.4 If either paragraph 2 or paragraph 3 of this Schedule applies, the Developer shall not Commence or continue to Commence (as applicable) the Development or otherwise cause or permit Commencement or continued Commencement (as applicable) of the Development until the LPA has received a valid Viability Review and Contract Documents.

6. **REVIEW OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME**

- 6.1 The LPA shall be entitled to:

- 6.1.1 recover from the Developer its reasonable and properly incurred internal costs (including officer time) incurred pursuant to this Schedule 2; and

- 6.1.2 instruct external surveyors to act on its behalf to review and assess the Viability Review and recover from Developer the LPA's reasonable and properly incurred costs of that review and subsequent advice to the LPA

and the Developer shall pay such costs within 10 Working Days of written demand from the LPA.

6.2 For a period not exceeding 2 (two) calendar months commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA (or its surveyor) both acting reasonably and in good faith may review and seek to agree:

6.2.1 the Viability Review, and

6.2.2 if relevant, the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment

and shall give effect to any such agreement in a Memorandum.

6.3 Within 3 (three) calendar months of the Validation Date, the LPA shall confirm in writing that either:

6.3.1 it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or

6.3.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Developer and the LPA and confirms that no Deferred Affordable Housing is triggered; or

6.3.3 it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Developer and the LPA, and the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (if relevant) is agreed by way of a completed Memorandum ("**Acceptance Notice**").

7. REFERRAL TO THE SPECIALIST

7.1 In the event that pursuant to paragraph 6 above, the Developer and the LPA have not agreed the Viability Review and/or the Deferred Affordable Housing or Deferred Affordable Housing Payment (if relevant) either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its reasonable endeavours to do so within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

7.2 Unless otherwise agreed between the LPA and the Developer or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review and the Deferred Affordable Housing or Deferred Affordable Housing Payment (if relevant) which for the avoidance of doubt shall include representations explaining whether Deferred Affordable Housing could be provided On Site as Deferred Affordable Housing Units ("**Representations Period**").

7.3 In addition to the matters specified in paragraph 7.2, in making his determination the Specialist shall have regard to:

7.3.1 all relevant material submitted to him by the LPA and the Developer;

7.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;

7.3.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to On Site Deferred Affordable Housing at paragraph 8.

7.4 Unless otherwise agreed by the LPA and the Developer or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist

determines that the Deferred Affordable Housing requirement is triggered that his or her decision shall include a Deferred Affordable Housing Scheme or calculation of the Deferred Affordable Housing Payment (the "Decision") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 12 below.

8. ON SITE DEFERRED AFFORDABLE HOUSING UNITS

8.1 The Developer covenants to provide any Deferred Affordable Housing Units as may be required and agreed between the Parties (or determined by the Specialist) on the Site as part of the Development in accordance with:

8.1.1 the Deferred Affordable Housing Scheme; and

8.1.2 the programme comprised in the Construction Contract; and

8.1.3 the obligations and covenants on the part of the Developer in relation to Affordable Housing Units in Schedule 1 which shall apply mutatis mutandis to the Deferred Affordable Housing Units and for the avoidance of doubt the tenure mix of any Deferred Affordable Housing to be provided shall be set out in the Deferred Affordable Housing Scheme.

9. DEFERRED AFFORDABLE HOUSING PAYMENT

9.1 If the Specialist determines or the Developer and LPA agree that the Development can viably support Deferred Affordable Housing but the Deferred Affordable Housing cannot be provided within the Development and the Developer has previously submitted to the LPA or the Specialist (as the case may be) a detailed report evidencing the reasons why it would not be practicable to provide the Deferred Affordable Housing Units within the Development:

9.1.1 the Developer shall pay to the LPA the Deferred Affordable Housing Payment prior to First Occupation; and

9.1.2 no part of the Development shall be Occupied until the Deferred Affordable Housing Payment has been paid to the LPA.

10. RESTRICTION ON IMPLEMENTATION

10.1 If either paragraph 2 or 3 of this Schedule applies, the Developer shall not Substantially Commence or re-commence (as applicable) the Development until:

10.1.1 the LPA or the Specialist has confirmed in writing that the Viability Review is accepted and no Deferred Affordable Housing is required; or

10.1.2 the LPA has confirmed its approval of the Deferred Affordable Housing Scheme and the same has been documented by way of Memorandum; or

10.1.3 if the matter has been referred to the Specialist by either Party the Specialist has issued his Decision including the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (as relevant) and the same has been documented by way of Memorandum.

11. EXPIRY OF VIABILITY REVIEW AND DEFERRED AFFORDABLE SCHEME

11.1 Any Viability Review shall expire ("Expiry Date") after a period of 12 (twelve) months

11.1.1 from the date of its preparation; or

11.1.2 if the LPA requested further information resulting in its revision from the Validation Date (whichever is later)

where the Developer has not Substantially Commenced or re-commenced (as applicable) the Development during those 12 (twelve) months.

11.2 If a Viability Review expires without the LPA and the Developer having agreed or the Specialist having determined the issue of the Deferred Affordable Housing, then the Developer shall within 1 (one) calendar month of the Expiry Date submit to the LPA (or the Specialist as the case may be) an up-to-date Viability Review whereupon the provisions and covenants on behalf of the Developer in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing.

11.3 Notwithstanding the agreement of the LPA and Developer (or the Specialist's determination) of the Deferred Affordable Housing Scheme, if following Commencement construction works have not taken place for a period exceeding 12 (twelve) calendar months, then the Developer shall: -

11.3.1 submit to the LPA an updated Viability Review prior to re-commencement of works, and

11.3.2 immediately cease to dispose off-plan of any Residential Units

11.4 and the provisions and covenants on behalf of the Developer in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing such that any further or revised Deferred Affordable Housing Scheme shall be agreed by way of a fresh Memorandum.

12. MEMORANDUM

12.1 Within 15 (fifteen) Working Days of the LPA and the Developer agreeing a Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (or the Specialist determining by issuing his decision), the Developer and the LPA shall record the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

12.2 The LPA and the Developer agree that upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:

"The Parties have agreed the details of the [Deferred Affordable Housing Scheme/Deferred Affordable Housing Payment] by way of a signed Memorandum between the LPA and the Developer dated 20xx".

12.3 Upon completion of a Memorandum, this Deed shall be construed such that:

12.3.1 in the case of Deferred Affordable Housing Units being provided:

- (a) the number of Deferred Affordable Housing Units shall be included within the definition of Affordable Housing Units; and
- (b) the number of Private Residential Units shall be reduced by the corresponding number of Deferred Affordable Housing Units;
- (c) the obligations in Schedule 1 shall apply to the Deferred Affordable Housing to be provided within the Development and shall be construed such that any reference to "Affordable Housing Units" shall include the corresponding number of "Deferred Affordable Housing" Units to be provided within the Development; or

12.3.2 in the case of a Deferred Affordable Housing Payment becoming payable the payment will be due in accordance with the terms of the Memorandum.

SCHEDULE 3

HIGHWAYS AND SUSTAINABLE TRANSPORT

1. CAR CLUB AND COMMERCIAL VAN SHARING

1.1 The Developer shall use Reasonable Endeavours to:

1.1.1 procure at its own cost 1 (one) car club/van share parking space on a road in the area marked red on Plan 2 the exact location of which is to be agreed with the LPA and not to Occupy the Development unless and until either:

- (a) such car club parking spaces have been provided and demarcated as "car club parking only"; or
- (b) the Developer has submitted a report to the LPA outlining the steps the Developer has taken to satisfy the obligation and giving reasons (which shall be to the LPA's reasonable satisfaction) as to why such provision is not possible

1.1.2 if the car club/van share parking spaces are provided pursuant to paragraph 1.1.1 above, procure a car club/van share operator to provide 1 car club/van share vehicle in the car club/van share parking space(s) from first Occupation of the Development and to operate that car club/van share vehicle(s) for the life of the Development commencing on first Occupation of the Development.

2. CAR CLUB MEMBERSHIP

2.1 The Developer shall provide the first household to Occupy each Residential Unit and the first commercial tenant of each Commercial Unit with free membership for a period of 1 year for the use of either:

2.1.1 the car club/van share referred to in paragraph 1.1.2; or

2.1.2 if the parking spaces are not provided pursuant to paragraph 1.1.1 above, a car club/van share operating in the vicinity of the Development.

3. RESTRICTION ON ON-STREET PARKING PERMITS

3.1 The Developer covenants that:

3.1.1 it shall include in each lease for the Residential Units and Commercial Units a covenant on the tenant that they shall not apply for or obtain an on-street parking permit to park a vehicle on the public highways known as Bream Street, Dace Road, Smeed Road or Stour Road at any time during the life of the Development unless otherwise agreed by the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970.

3.1.2 each Residential Unit or Commercial Unit shall not be Occupied unless the covenant set out in paragraph 3.1.1 is contained in the lease for that Residential Unit or Commercial Unit.

3.1.3 it shall enforce the covenant set out in paragraph 3.1.1 against the tenants of the Residential Units and Commercial Units in the event it is breached.

3.1.4 it shall not dispose of to any person or Occupy or allow any person and/or company to Occupy any of the Residential Units and/or Commercial Units

unless a notice has been served on such person and/or company that the covenant set out at paragraph 3.1.1 is contained in the lease and therefore such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place on the public highway known as Bream Street, Dace Road, Smeed Road or Stour Road.

4. **ELECTRIC CHARGING POINT PROVISION**

4.1 The Developer shall ensure that:

4.1.1 not less than 20% of the parking spaces comprised in the Development have electric charging point provision; and

4.1.2 not less than an additional 20% of the parking spaces comprised in the Development have passive provision.

PROVIDED THAT in the event that any of the parking spaces with passive provision have not been disposed of to purchasers with electric cars after the Developer having used reasonable endeavours to dispose of the parking spaces within three (3) months from the date of marketing of the Residential Units and having provided the LPA with satisfactory evidence of the same, then the Developer shall be free to dispose of such parking spaces to any purchaser of a Residential Unit.

SCHEDULE 4

TRAVEL PLAN

DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the approved Travel Plan;
"Monitoring Period"	means six months after first Occupation until five years after first Occupation of the final Building to be Completed;
"Sustainable Transport Measures"	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;
"Travel Plan"	means the travel plan to be submitted to the LPA for Approval pursuant to paragraph 1 of this Schedule;
"Travel Plan Monitoring"	means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: <ol style="list-style-type: none">1. carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;2. monitoring of the usage of the car parking which is available for use in the Development; and3. monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development;
"Travel Plan Monitoring Officer"	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan;
"Travel Plan Monitoring Report"	a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include: <ol style="list-style-type: none">1. details of trip generation rates;2. details of mode share and change in

mode share over time;

3. details of how effectively the Travel Plan has operated within the previous period;
4. any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved; and
5. (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures;

"Travel Plan Review Period"

means initially the period of 6 months commencing on first Occupation of a Residential Unit and thereafter annually on a rolling basis.

1. TRAVEL PLAN

1.1 The Developer shall not Occupy the Development until:

1.1.1 a Travel Plan has been submitted to and approved by the LPA;

1.1.2 the Developer has appointed a Travel Plan Monitoring Officer and notified the LPA of the name and contact details of such officer.

1.2 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

1.3 The Travel Plan to be submitted pursuant to paragraph 1.1 shall:

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

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

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

1.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRIBUTE';

1.3.5 contain measures aimed at:

- (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel

modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;

- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

1.3.6 include a parking review plan which sets out:

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

1.3.7 include a car parking management plan which sets out:

- (a) principles for allocating car parking spaces for staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

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

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

2. TRAVEL PLAN MONITORING

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

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

2.3 Prior to the submission of a report referred to in paragraph 2.2 the Developer shall agree the structure of that report with the LPA.

2.4 If any Travel Plan Monitoring Report includes a revised Travel Plan for Approval by the LPA the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's Approval of the same.

3. MODAL SPLIT TARGETS

3.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

- 3.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as approved by the LPA.
- 3.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 3.1 and 3.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

SCHEDULE 5

ESTATE MANAGEMENT

DEFINITIONS

"Common Areas"	means:
	1. all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the local highways authority pursuant to its powers under the 1980 Act; and
	2. all areas within the Development which are used in common by Occupiers and users of such Buildings including the Play Areas
	which are shown hatched red on Plan 3;
"Estate Management Strategy"	means the site wide estate management strategy submitted and approved pursuant to paragraphs 1.1 and 1.2 below;
"Play Areas"	has the meaning ascribed to it in Schedule 9
"Publicly Accessible Open Space" or "PAOS"	has the meaning ascribed to it in Schedule 9
"SUDS Infrastructure"	means any sustainable urban drainage system comprised within the Development.

1. SITE WIDE ESTATE MANAGEMENT STRATEGY

1.1 The Development shall not be Occupied until an Estate Management Strategy has been submitted to the LPA for Approval. The Estate Management Strategy shall set out detailed proposals for the following:

1.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:

- (a) the Common Areas (including the Play Areas);
- (b) the PAOS; and
- (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority)

including in respect of (a) and (b) above all associated street furniture, lighting, security equipment and drainage;

1.1.2 management and co-ordination of waste collection and recycling on a site wide basis; and

1.1.3 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.

- 1.2 No part of the Development shall be Occupied before the Estate Management Strategy has been approved by the LPA.
- 1.3 The approved Estate Management Strategy shall be implemented from First Occupation and thereafter during the life of the Development.

SCHEDULE 6

EMPLOYMENT AND TRAINING

DEFINITIONS

"Block E Commercial Units"	means the Commercial Units located in the building known as Block E and shown edged red on Plan 9
"Block G Commercial Units"	means the Commercial Units located in the Building known as Block G and shown edged red on Plan 9
"Commercial Unit Delivery Penalty"	means the sum of one million five hundred thousand pounds (£1,500,000) (Indexed) which shall be used by the Local Planning Authority to deliver the Block G Commercial Units
"Commercial Unit Delivery Penalty Notice"	means a notice issued to the Developer by the Local Planning Authority requesting payment of the Commercial Unit Delivery Penalty following failure by the Developer to provide the Block G Commercial Units in accordance with paragraph 1.4 of this Schedule
"Commercial Units Phasing Plan"	means a phasing plan showing the phasing of the delivery of the Commercial Units
"Commercial Unit Strategy"	means a written strategy identifying how the Commercial Units have been and will be designed (including the provision of managed workspaces) to meet the needs of small local companies and businesses and how the Commercial Units will be allocated to local companies and businesses and managed thereafter;
"Council's Area"	means the administrative area of the Council;
"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;
"Local Labour and Business Schemes"	means the following schemes:- <ol style="list-style-type: none">1. in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and

- 1.1 Prior to the Commencement of Development the Developer shall submit the Commercial Units Phasing Plan to the LPA for their approval and thereafter implement the approved Commercial Units Phasing Plan.
- 1.2 No Residential Units shall be Occupied until all of the Block E Commercial Units have been completed to Shell and Core.
- 1.3 No more than 90% of the Residential Units shall be Occupied until 95% of the Commercial Units have been completed to Shell and Core.
- 1.4 The Block G Commercial Units shall be completed within 12 months of the completion of 95% of the Commercial Units (or such other period as agreed with the LPA in writing).
- 1.5 In the event that the covenant in paragraph 1.4 has not been complied with then the Developer covenants with the LPA to pay the Commercial Unit Delivery Penalty to the LPA within fifteen Working Days of receipt of the Commercial Unit Delivery Penalty Notice.

2. COMMERCIAL UNIT STRATEGY

- 2.1 The Developer shall within 6 months of any development above the Super-Structure submit and obtain the LPA's approval to the Commercial Unit Strategy.
- 2.2 The Developer shall not less than once a year from the date of approval of the Commercial Unit Strategy until the date on which 90% of the Commercial Units are Occupied:
 - 2.2.1 review the effectiveness of the Commercial Unit Strategy; and
 - 2.2.2 submit to the LPA for approval a report detailing the effectiveness of the Commercial Unit Strategy and any proposed amendments thereto.
- 2.3 The Developer shall implement the approved Commercial Unit Strategy (as may be amended in accordance with paragraph 2.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Commercial Units at rent levels (including service charge) agreed in the approved Commercial Unit Strategy.

3. LOCAL LABOUR AND LOCAL BUSINESS

- 3.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use reasonable endeavours to ensure that:
 - 3.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
 - 3.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
 - 3.1.3 the recruitment of persons living in the Council's Area accounts for 25% of the construction jobs arising from the Development;
 - 3.1.4 the recruitment of persons living in the Council's Area accounts for a total of between 25% and 85% of the end-use jobs at the Development;
 - 3.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;

3.1.6 the London Living Wage is promoted for all end use jobs at the Development; and

3.1.7 work-based learning opportunities are provided at the Development, including not less than 1 apprenticeship opportunity.

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

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

3.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;

3.2.2 use Reasonable Endeavours to ensure that 20% of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area; and

3.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

3.3 The Development shall not Commence before the Developer has submitted the Local Labour Strategy to the LPA for Approval.

3.4 The Developer shall implement the approved Local Labour Strategy on the Commencement of Development and continue to operate it for the lifetime of the Development.

SCHEDULE 7
SUSTAINABILITY

DEFINITIONS

"District Energy Network"	means the Olympic Park district energy network;
"Local CHP Plant"	means any gas boilers and combined heat and power plants located within adjacent developments to the Development;
"Price Per Carbon Tonne"	means £60 (Indexed) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions.

1. DISTRICT HEATING NETWORK

1.1 The Developer shall:

1.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site and thereafter connect all Buildings to the District Energy Network; and

1.1.2 provide a written report to the LPA prior to any development above the Super-Structure outlining the steps the Developer has taken to satisfy the obligation in paragraph 1.1.1 above and the progress made towards securing the extension and connection.

1.2 If the report submitted pursuant to paragraph 1.1.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network the Developer shall:

1.2.1 if the LPA procures the extension of the District Energy Network or the Local CHP Plant up to the boundary of the Site, the Developer shall connect the Site CHP to the District Energy Network or the Local CHP Plant **PROVIDED THAT** the Developer will not be required to undertake any physical infrastructure works beyond the Site; and

1.2.2 if it is not possible to connect the Site to the District Energy Network or Local CHP Plant in accordance with paragraph 1.2.1 above then the design and build combined heat and power apparatus within the Development (the "Site CHP") and connect the Residential Units to the same.

1.3 No Building shall be Occupied unless and until:

1.4 that Building has been connected to the District Heating Network; or

1.4.1 where paragraph 1.2.1 applies, it is connected to the District Heating Network or Local CHP Plan; or

1.4.2 where paragraph 1.2.2 applies, it is connected to the Site CHP.

2. REDUCTION OF ENERGY DEMAND

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

- 2.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
- 2.1.2 the promotion of the use of energy efficient appliances; and
- 2.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

SCHEDULE 8

DESIGN MONITORING

DEFINITIONS

- "Approved Drawings" means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment;
- "Architects" means Allford Hall Monaghan Morris;
- "Design Monitoring Costs" means the monies paid in accordance with paragraph 2.1.2 of this Schedule to meet the LPA's reasonable, proper and proportionate (according to the stage of the Development) costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
- "Development" means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission;
- "S96A Amendment" means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act;
- "S73 Permission" means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act.

1. DESIGN TEAM STATEMENT

- 1.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of those details (the "**Design Team Statement**"):
- 1.1.1 an application pursuant to Conditions 29 (Material Samples), 46 (Material Details), 32 Landscaping Plan, 31 (Green Roof), 37 and 41 (External Alterations) and 45 (Lighting) of the Planning Permission;
 - 1.1.2 an application for a S96A Amendment;
 - 1.1.3 an application for a S73 Permission.
- 1.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and shall notify the LPA of any changes to the design team thereafter.

2. **DESIGN MONITORING COSTS**

2.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 1.1 above and overseeing the construction of the Development) the Developer shall within 10 Working Days:-

2.1.1 notify the LPA of such non-retention; and

2.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:-

(a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;

(b) the LPA may make more than one demand for payment of Design Monitoring Costs; and

(c) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed breakdown setting out how the amount has been calculated and how such monies will be spent

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

3. **RESTRICTION ON DEVELOPMENT**

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

3.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

3.1.2 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.

3.2 No Development shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 2.1.2 unless such costs are in dispute.

3.3 No Development shall be carried out in accordance with any material changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent material changes in writing in the event that the Architect does not submit the detailed drawings before the LPA gives its own written approval under this paragraph.

SCHEDULE 9

PUBLIC OPEN SPACE AND PLAY SPACE

DEFINITIONS

"Delivery Plan"	<p>means a detailed plan for the delivery and layout of the PAOS and the Play Areas which shall contain at least the following information:</p> <ul style="list-style-type: none">(a) the specification of the PAOS;(b) the specification of the Play Areas including how they shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the Delivery Plan is approved by the LPA); and(d) the timing of the construction of the Residential Units and the delivery of the PAOS and the Play Space;
"East-West Route"	<p>means the area shown hatched red on Plan 4;</p>
"Off Site Play Space Contribution"	<p>means the sum of £24,073.20 (Indexed) to be used by the LPA for the Off Site Play Space Improvements;</p>
"Off Site Play Space Improvements"	<p>means the provision of playspace facilities at area two on Plan 6;</p>
"Permitted Closures"	<p>means temporary closure of any area of PAOS (or part thereof) in the following circumstances:</p> <ul style="list-style-type: none">(a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;(b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS;(c) where such temporary closure is

required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)

- (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (e) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

PROVIDED THAT save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence;

"Play Areas" means the areas shown hatched red on Plan 5;

"Publicly Accessible Open Space" or "PAOS" means areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission including the East West Route which are shown hatched red on Plan 7 which shall be maintained and shall be freely accessible to the general public at all times;

"Wayfinding Contribution" means the sum of £50,000 (Indexed) to be used by the LPA for the improvement of wayfinding in the locations shown on Plan 10.

1. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

- 1.1 The Developer shall not permit any Development above the Super-Structure until the Delivery Plan has been submitted to and approved by the LPA.
- 1.2 The Development shall be carried out and Occupied in accordance with the approved Delivery Plan.

2. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE

2.1 From the date of Completion of the Publicly Accessible Open Space (and each part thereof) the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Publicly Accessible Open Space at all times free of charge **SUBJECT TO:**

- 2.1.1 Permitted Closures;
- 2.1.2 the closure and locking of the gates at either end of the East-West Route from 12pm to 6am;

- 2.1.3 any lawful requirements of the police or any other competent authority.
- 2.2 Subject to paragraph 2.1 the Developer shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space except in accordance with the Delivery Plan.
- 3. **MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS**
- 3.1 The Developer shall manage and maintain the Publicly Accessible Open Space and the Play Areas for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 5.
- 4. **OFF SITE PLAY SPACE CONTRIBUTION**
- 4.1 The Developer shall pay the Off Site Play Space Contribution to the LPA within 12 (twelve) months from the Commencement of Development.
- 5. **WAYFINDING CONTRIBUTION**
- 5.1 The Developer shall pay the Wayfinding Contribution to the LPA within 12 (twelve) months from the Commencement of Development.

SCHEDULE 10

WATERWAY

DEFINITIONS

"CRT"	means the Canal River Trust;
"Remediation"	means any remediation or mitigation identified in the River Management Survey;
"Waterway"	means the section the Lee Navigation located to the east of the Site as shown hatched red on Plan 8;
"Waterway Management Strategy"	means a strategy for the removal of riverweed from the Waterway adjacent to the Site approved pursuant to this Schedule.
"Waterway Survey"	means an independent survey to ascertain the repair status and condition of the Waterway and identify any necessary remediation or mitigation required to be carried out
"Waterway Survey Report"	means a report identifying the works carried out in accordance with paragraph 1.3 of this Schedule.

1. WATERWAY MANAGEMENT STRATEGY AND SURVEY

- 1.1 No part of the Development shall be Occupied before the Waterway Management Strategy has been approved by the LPA in consultation with CRT.
- 1.2 Thereafter the Developer shall carry out the Waterway Management Strategy as approved pursuant to paragraph 1.1.
- 1.3 Within six months of the Commencement of Development the Waterway Survey shall be submitted to and approved by the LPA.
- 1.4 Following the approval of the Waterway Survey the Developer shall be required to:-
 - 1.4.1 remedy any defect which may affect public safety within the Development as identified in the Waterway Survey prior to the Occupation of the Development;
 - 1.4.2 carry out any remedial or mitigation works identified in the Waterway Survey within the Development or Waterway prior to Occupation of the Development; and
 - 1.4.3 upon completion of any works required pursuant to paragraph 1.3 and prior to Occupation of the Development the Developer and shall submit a Waterway Survey Report to the LPA for its approval.

2. TRANSPORTATION OF CONSTRUCTION AND WASTE MATERIALS

- 2.1 The Developer shall use all Reasonable Endeavours to use the River for the transportation of:-
 - 2.1.1 construction waste away from the Site arising as a result of the Development; and

2.1.2 constructions materials to the Site required for the construction of the Development.

SCHEDULE 11

SAFEGUARDED DOCKING STATION

DEFINITIONS

- "Docking Contribution" means the sum of £25,000 (Indexed) to be used by TfL for the provision of docking stations for TfL's cycle hire scheme within the area shown on Plan 11;
- "TfL" means Transport for London.


1. DOCKING CONTRIBUTION

- 1.1 The Developer shall pay the Docking Contribution to the LPA prior to the Commencement of the Development.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

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

)
)
)
)
.....
Authorized Signatory

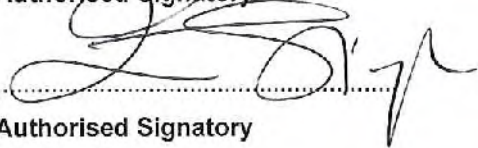


EXECUTED as a deed by affixing the
common seal of LONDON & QUADRANT
HOUSING TRUST hereunto in the
presence of:

)
)
)
)
.....
Authorized Signatory



.....
Authorized Signatory

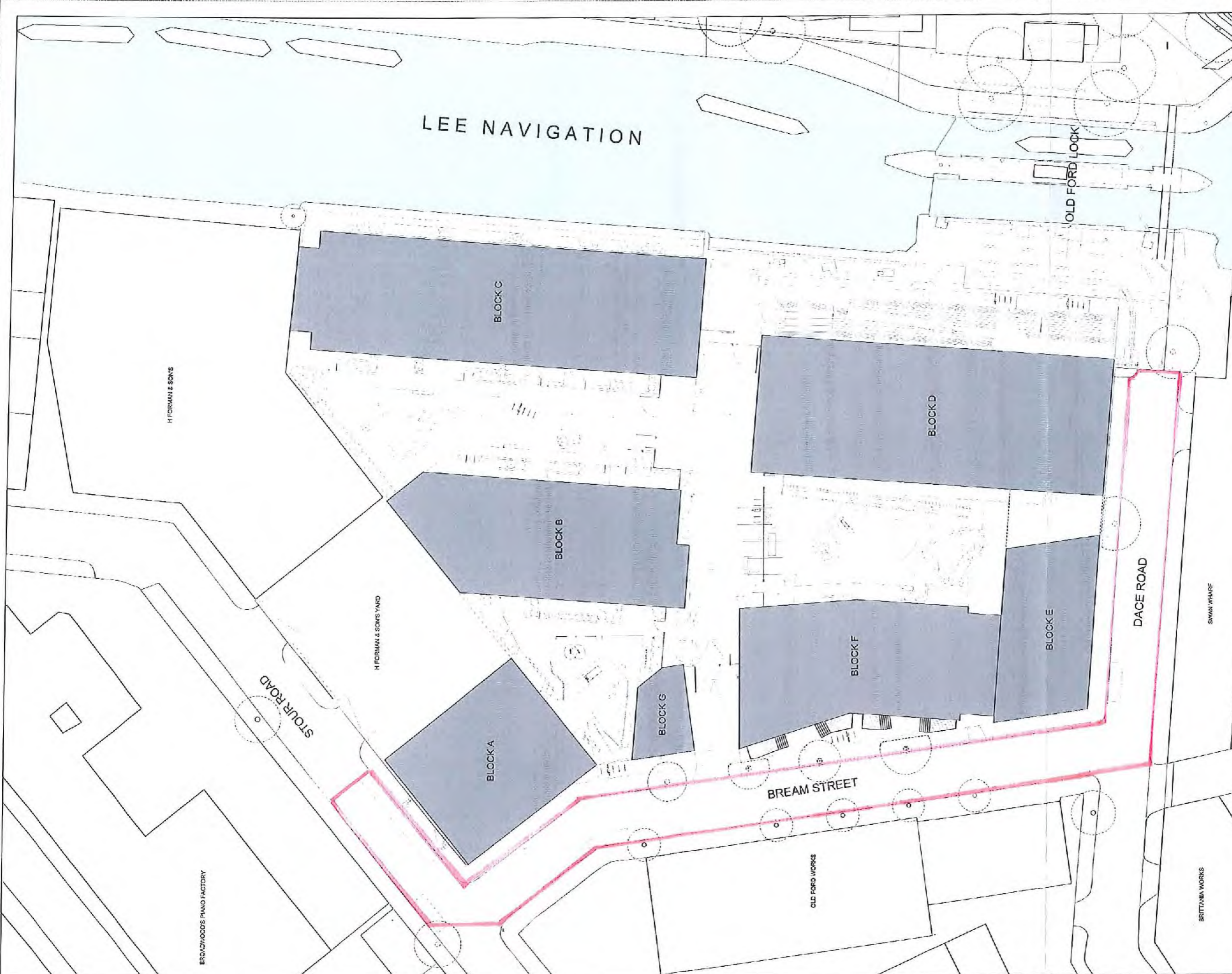


Appendix 1

PLAN 1

Appendix 2

PLAN 2



NOTE

- All dimensions to be checked on site by the contractor and such any discrepancies to the architect are to be reported to the architect immediately.
- Report of drawing area, including any unapproved CAD items, to be checked on site to see if the background and/or additions, in the landscape, are to be removed by the contractor. If such alterations are additional to the background information, the Architect reserves the liability for any changes to background information or making alterations of additional items being made.



ALLFORD HALL MONAGHAN MORRIS	
ARCHITECTS 15 OLD STREET, LONDON, E1W 7YH TEL: 020 7271 5200 FAX: 020 7271 5225 WWW: MMAL.CO.UK	
DATE: BREAM STREET, FISH ISLAND, LONDON	
DRAWING TITLE: PROPOSED BLOCK PLAN	
DATE	SCALE
14/03/99	X - (00) P003/00

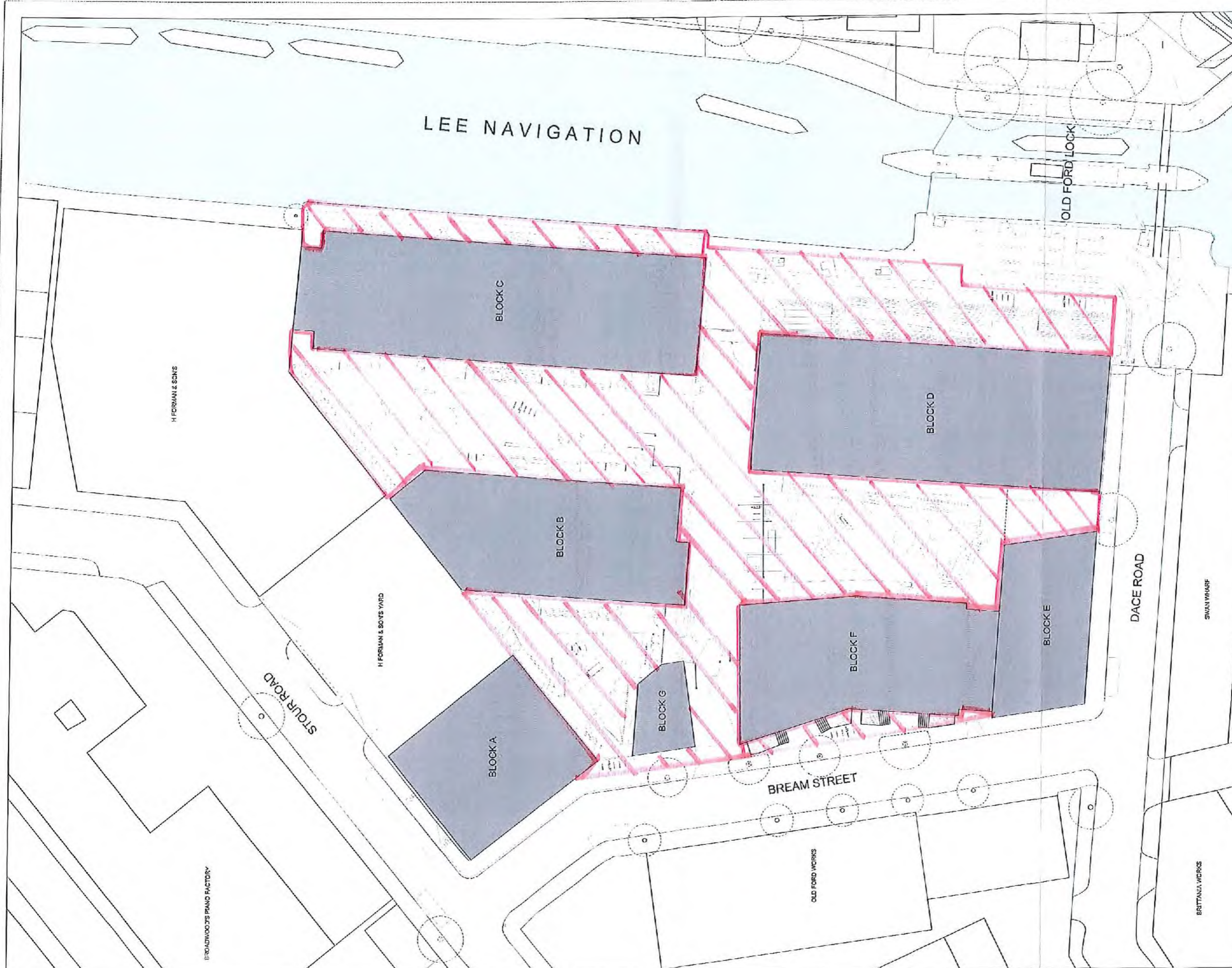
REV DATE

06 10/03/99 Per Planning
Cow Club
PLAN 2



Appendix 3

PLAN 3



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 100, OLD FORD ROAD, LONDON, E11 2JG
 TEL: 020 7253 1234 FAX: 020 7253 1235 WWW: ALLFORDHALLMORRIS.CO.UK

PROJECT: BREAM STREET, FISH ISLAND, LONDON
 DRAWING NO: PROPOSED BLOCK PLAN

DATE	SCALE	STATUS	NO.
SP AG 1:2500@A1:1:5000@A3 FOR APPROVAL		DATE	
14039 X	-	(00)	P003 00



NOTE

- All drawings to be prepared on A3 paper and to be submitted on a CD-ROM to the client.
- This document may be issued for information only and does not constitute an offer of any services.
- All dimensions are to be taken from the centre to centre of walls unless otherwise stated.
- The site will be accompanied by a site plan showing the proposed blocks and adjacent streets.
- Any such amendments or additions to the drawings shall be made in accordance with the instructions of the client and shall be accompanied by a written note of the changes to be approved by the client.

REV DATE 00 10/06/15 For Planning

Plan 3 - Common Areas

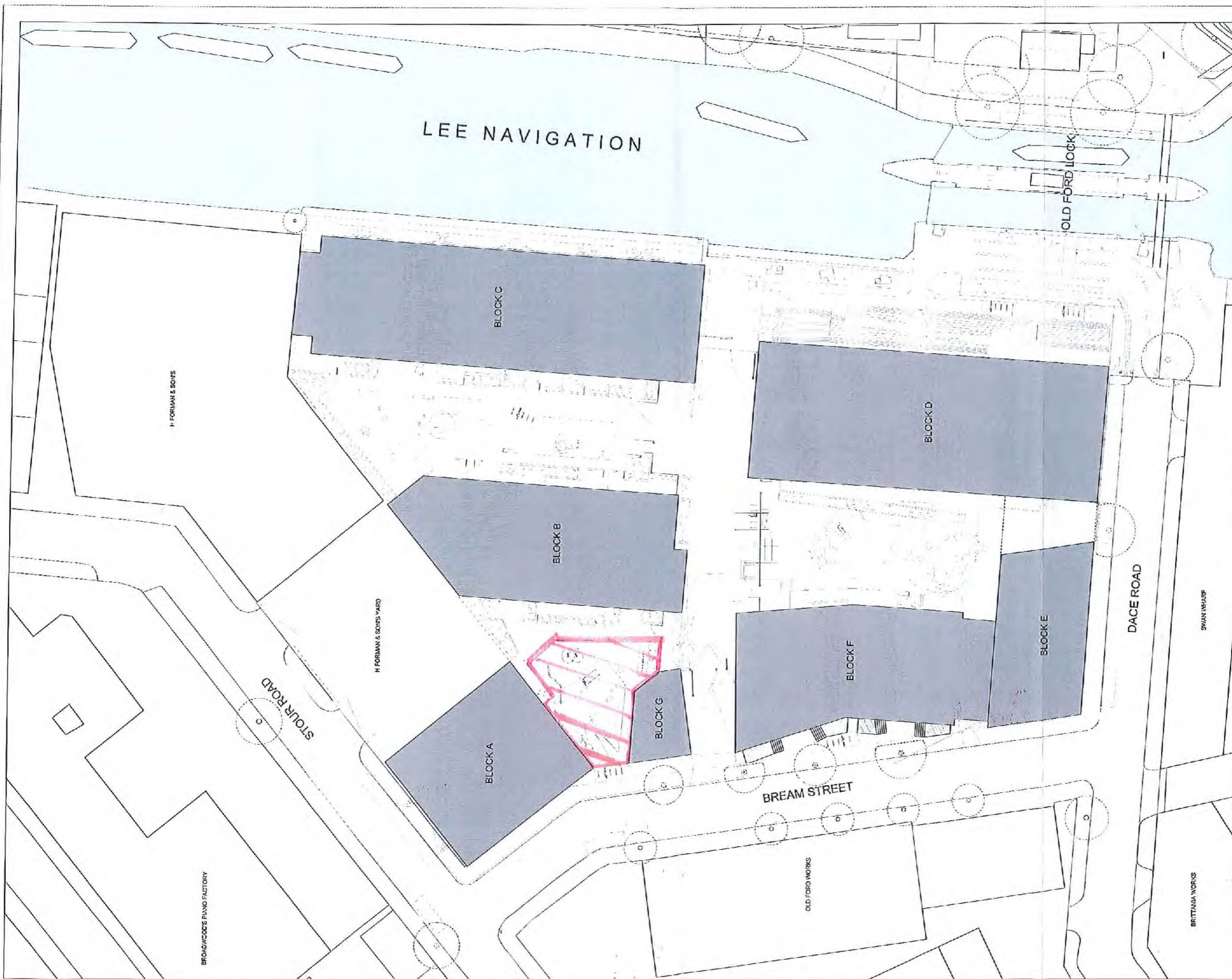
SCALE 0 1 2 4 6 8 10

Appendix 4

PLAN 4

Appendix 5

PLAN 5



ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS LTD
 10 OLD STREET LONDON EC1Y 1PL
 TEL: 020 7553 3030 FAX: 020 7553 3031 WWW: ALLFORDHALL.CO.UK

PROJECT: BREAM STREET, FISH ISLAND, LONDON
 DRAWING NO: PROPOSED BLOCK PLAN

DATE	SCALE	NO.
15/03/2011	1:500 @ A1	15000/A3
DATE	SCALE	NO.
14/03/11	X	(00) P003 00

REV DATE BY

00 15/03/11 P/m/wha

PLAN 5
Play area

NO 1:
 1. All dimensions to be checked on site by the contractor and such as to be the responsibility of the contractor.
 2. All dimensions to be checked on site by the contractor and such as to be the responsibility of the contractor.
 3. All dimensions to be checked on site by the contractor and such as to be the responsibility of the contractor.
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 8. All dimensions to be checked on site by the contractor and such as to be the responsibility of the contractor.
 9. All dimensions to be checked on site by the contractor and such as to be the responsibility of the contractor.
 10. All dimensions to be checked on site by the contractor and such as to be the responsibility of the contractor.

LOCATION

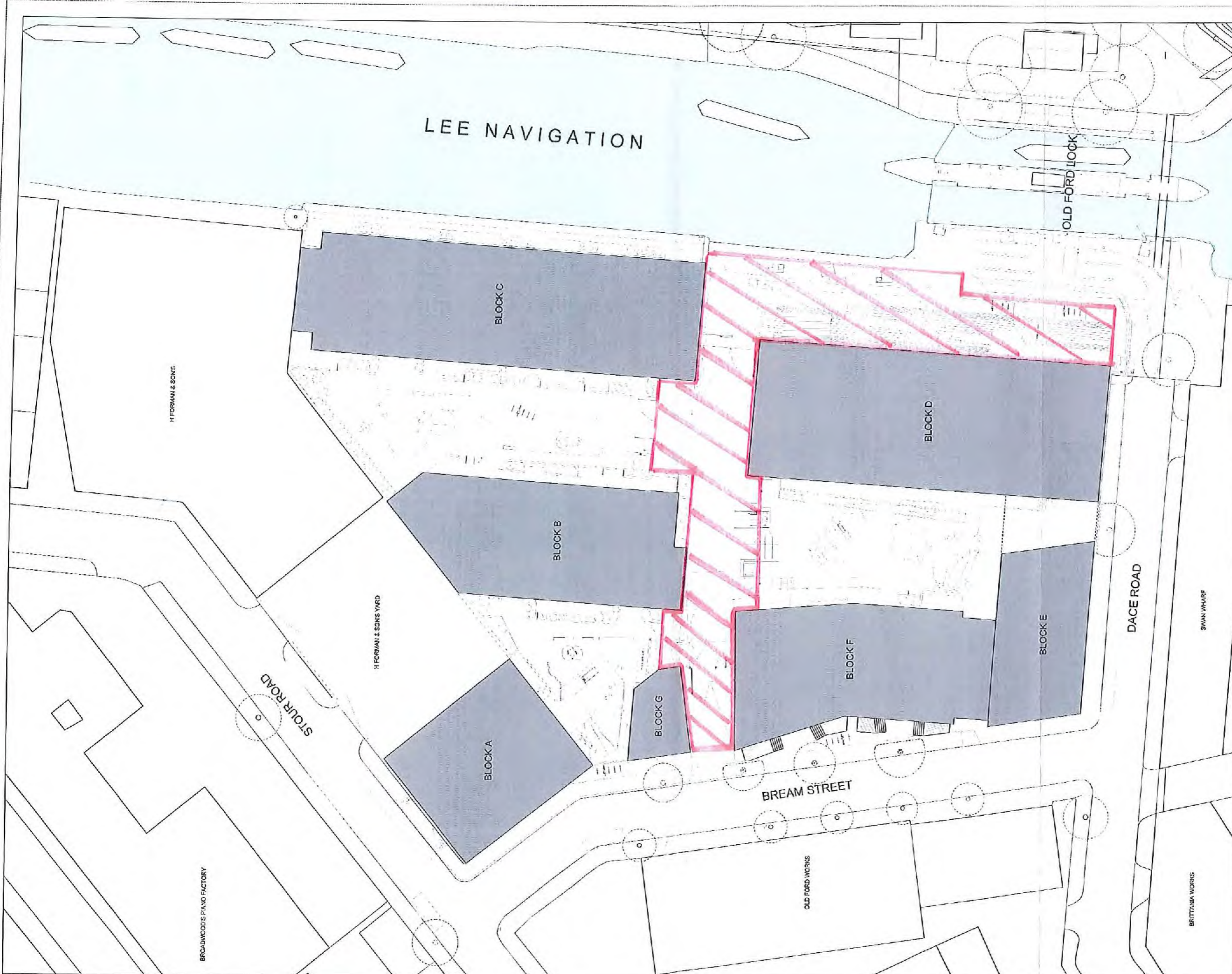
SCALE
 0 2 4 6 8 10

Appendix 6

PLAN 6

Appendix 7

PLAN 7



NOTE:

- All dimensions to be checked on site by the contractor and such dimensions to be his responsibility.
- For all dimensions to be checked on site, discrepancies to the method shown on the drawings shall be the contractor's responsibility.
- When specified CAD to be used on site, the contractor shall ensure that the drawings are used as the basis for construction and that any alterations are made in accordance with the approved drawings.
- The contractor shall be responsible for ensuring that the drawings are used as the basis for construction and that any alterations are made in accordance with the approved drawings.

1:500 (0/1) 1:500 (0/1) 1:500 (0/1) 1:500 (0/1)

14039 X - (00) P003 00

1000015 For Planning

Plan 7

SCALE 0 2 4 8 10

KEY

LOCATION

ALLFORD HALL MONAGHAN MORRIS ARCHITECTS LTD
 3-5 OLD STREET LONDON EC1Y 4LE
 TEL: 020 7381 7400 FAX: 020 7381 0125 WWW.AHM.CO.UK

BREAM STREET, FISH ISLAND, LONDON

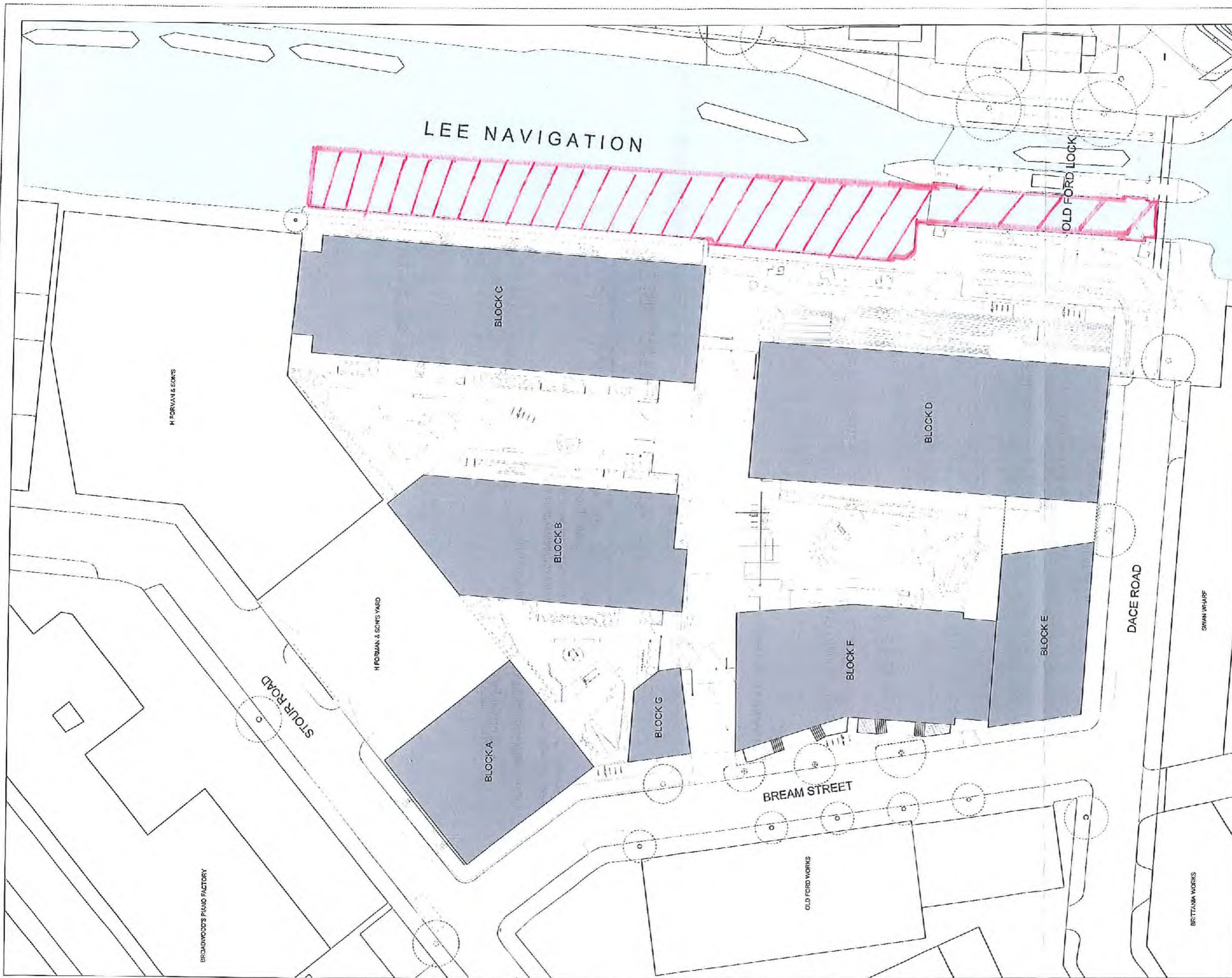
PROPOSED BLOCK PLAN

checked by: SP AG
 drawn by: AG
 scale: 1:500 (0/1)

DATE: 15/03/15
 DRAWING NO: P003 00

Appendix 8

PLAN 8



ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS LTD
 100 OLD STREET LONDON EC1Y 1PE
 TEL: 020 7527 3801 FAX: 020 7527 3132 WWW.MMM.CO.UK

PROJECT: BREAM STREET, FISH ISLAND, LONDON
 DRAWING NO: PROPOSED BLOCK PLAN

DATE: 12/05/04
 DRAWN BY: SP
 CHECKED BY: AG
 SCALE: 1:250 @ A1
 FOR APPROVAL: SP

NO. OF SHEETS: 14039 X - (00) P003 00

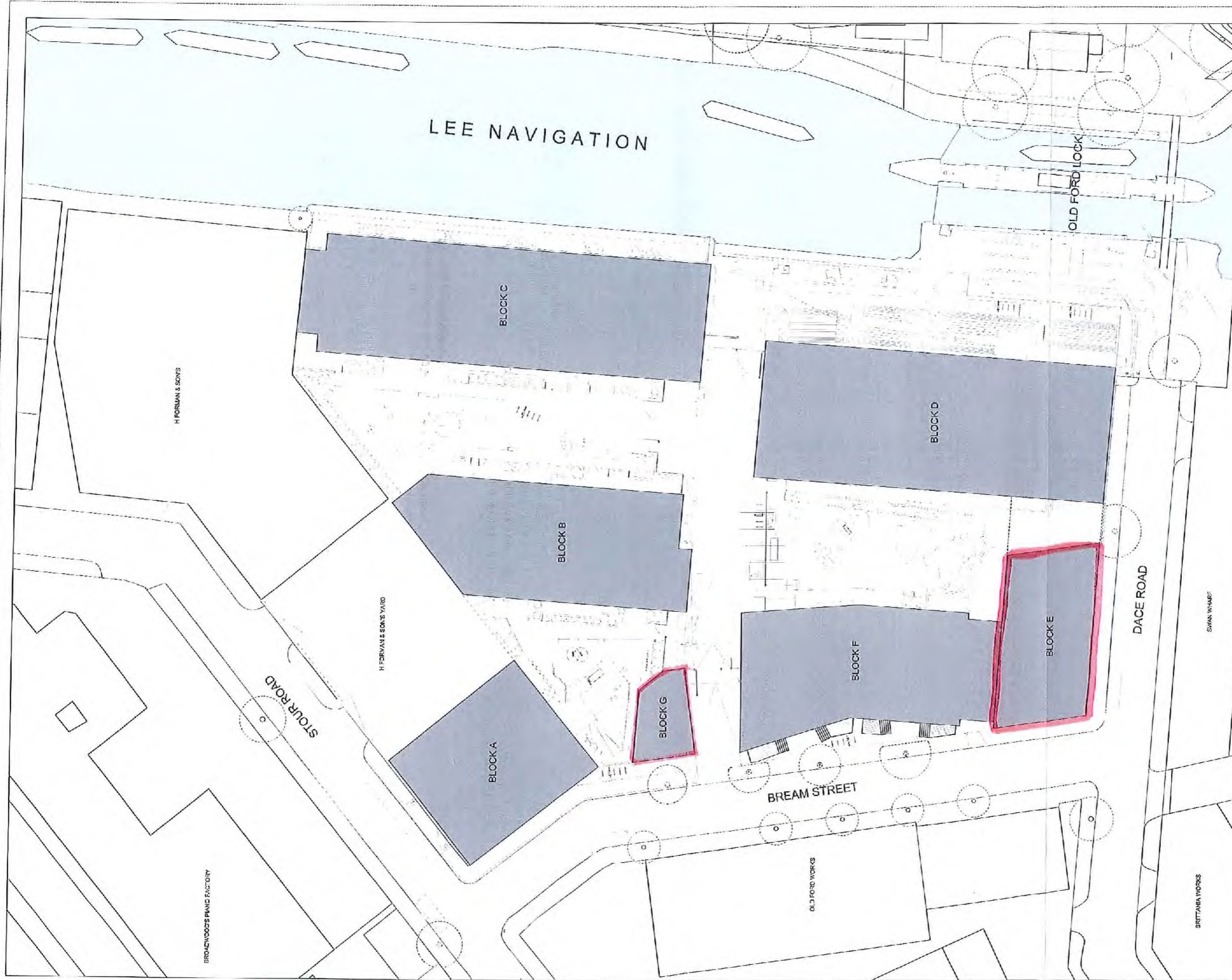
REV. DATE: 10 18/03/05 Rev/Planing
*Minor way
 appendice 8*

NOTE:
 1. All drawings to be checked or signed by the architect and such drawings shall be the responsibility of the architect.
 2. Revised drawings shall be marked and dated and the architect's name and address shall be printed on the drawing.
 3. Unchecked CAD data to be printed on the drawing shall be the responsibility of the architect.
 4. The architect shall be responsible for ensuring that any information on drawings is up to date and correct.
 5. ANIMALS shall accept no liability for any such alterations or additions to drawings or drawings or drawings out of date or to be checked or signed by the architect.

SCALE: 0 2 4 6 8 10

Appendix 9

PLAN 9



ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS LTD
 100 BROADWOODS, 200 OLD STREET, LONDON EC1Y 9WJ
 TEL: 020 7521 2521 FAX: 020 7521 5223 WEB: WWW.AHM.CO.UK

PROJECT: BREAM STREET, FISH ISLAND, LONDON
 DRAWING: PROPOSED BLOCK PLAN

DATE: 11/11/10
 SCALE: 1:500 @ A1 | 1:500 @ A3 | FOR APPROVAL

NO. 14039 X - (00) P003 00

REV. DATE: 00 10/03/10 T.P./P.M.

PLAN 10

SCALE: 0 2 4 6 8 10

KEY

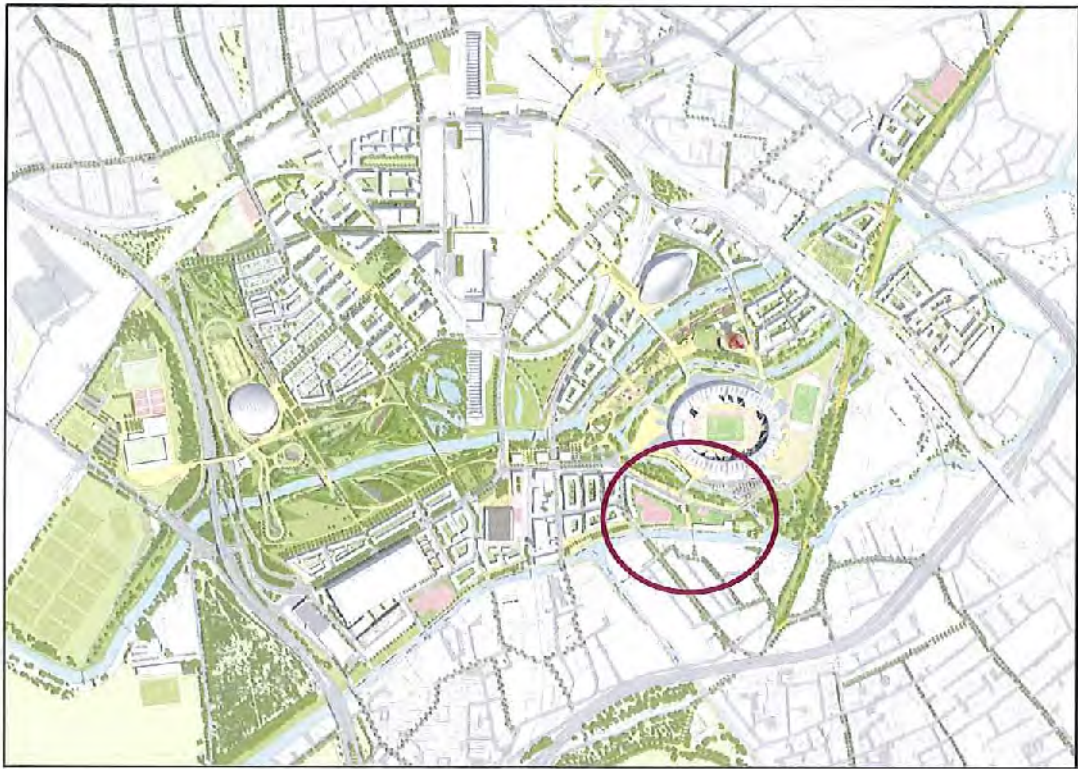
NOTE:
 1. All dimensions to be checked on site by the contractor. High accuracy is required for this responsibility.
 2. Check all dimensions for accuracy and discrepancies before construction.
 3. All dimensions are to be taken from the unexcavated ground level unless otherwise stated.
 4. All dimensions are to be taken from the unexcavated ground level unless otherwise stated.
 5. All dimensions are to be taken from the unexcavated ground level unless otherwise stated.
 6. All dimensions are to be taken from the unexcavated ground level unless otherwise stated.
 7. All dimensions are to be taken from the unexcavated ground level unless otherwise stated.
 8. All dimensions are to be taken from the unexcavated ground level unless otherwise stated.
 9. All dimensions are to be taken from the unexcavated ground level unless otherwise stated.
 10. All dimensions are to be taken from the unexcavated ground level unless otherwise stated.

LOCATION

Appendix 10

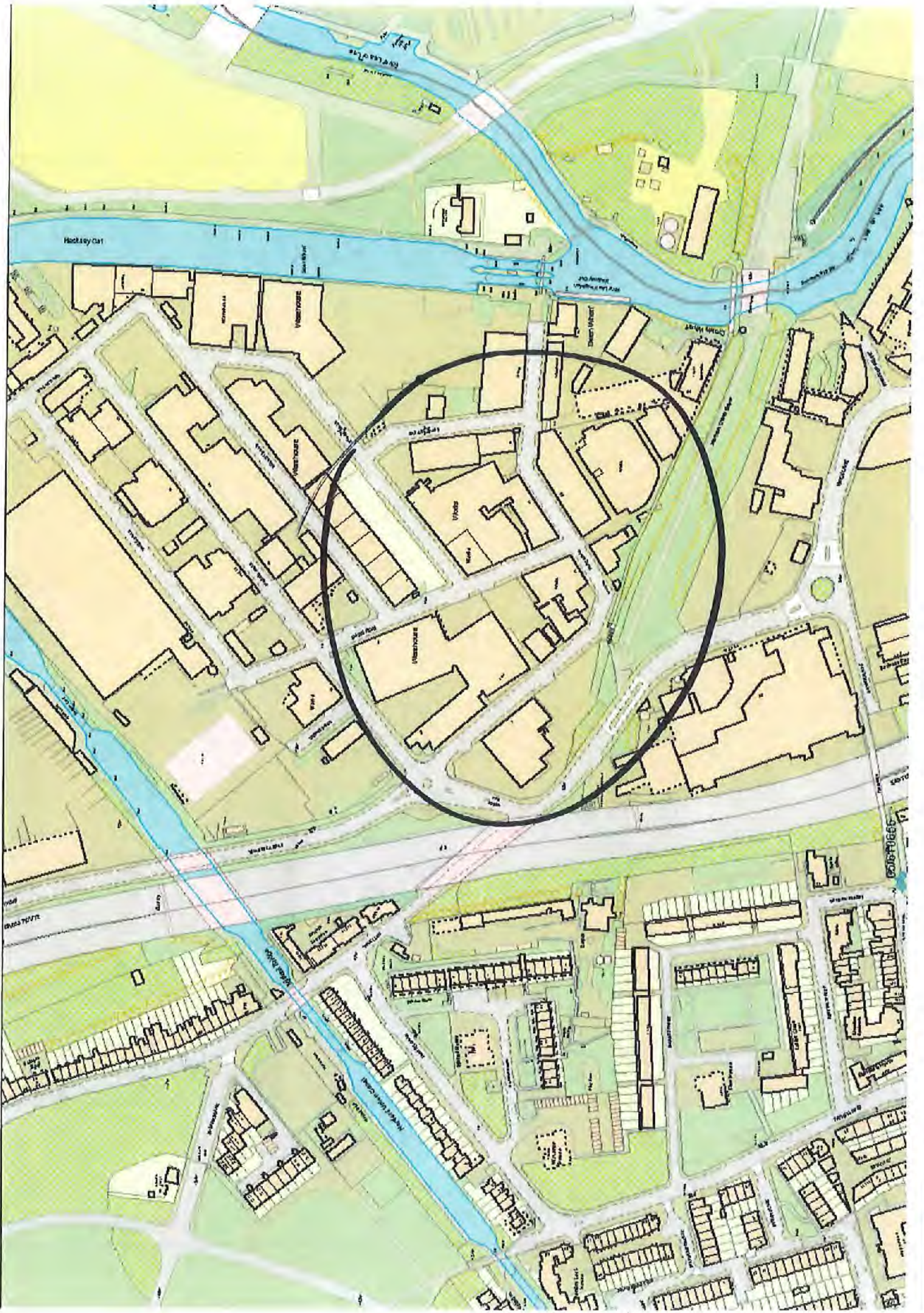
PLAN 10

Wayfinding Plan



Appendix 11

PLAN 11



Appendix 12
PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

London & Quadrant Housing Trust, c/o Agent

Agent

Matthew Sherwood
Quod Limited
Ingeni Building
17, Broadwick Street
London
W1F 0AX

Part I - Particulars of Application

Date of Application: 23-Jun-2015

Application No: 15/00278/FUL

Proposal: Demolition of existing building, existing structures, removal of existing trees and associated site clearance to enable a mixed use development of 7 buildings and basement to provide up to 24,465m² of floorspace (GIA) comprising employment (Use Classes B1-B8), residential (Use Class C3) (up to 202 units), retail (Use Classes A1 and A3) and exhibition/leisure uses (Use Class D1/D2), parking and servicing space, hard and soft landscaping, public realm, creation of new vehicular access and other associated works.

Location: Land at Bream Street at the junction of Stour Road & Dace Road, Fish Island, London

Part II - Particulars of Decision

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

1. Time limit

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

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

2. Works in accordance with approved details

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:

14039_X_(00)_P001; 14039_X_(01)_P002; 14039_X_(00)_P002; 14039_X_(00)_P003; 14039_X_(01)_P100;
14039_X_(01)_P101; 14039_X_(01)_P102; 14039_X_(01)_P103; 14039_X_(01)_P110; 14039_X_(01)_P111;
14039_X_(01)_P200; 14039_X_(01)_P300; 14039_X_(12)_P110; 14039_X_(12)_P111; 14039_X_(12)_P200;
14039_X_(00)_P099; 14039_X_(00)_P100; 14039_X_(00)_P101; 14039_X_(00)_P102; 14039_X_(00)_P103;
14039_X_(00)_P104; 14039_X_(00)_P105; 14039_X_(00)_P106; 14039_X_(00)_P107; 14039_A_(00)_P100;
14039_A_(00)_P101; 14039_A_(00)_P102; 14039_B_(00)_P100; 14039_B_(00)_P101; 14039_B_(00)_P102;
14039_C_(00)_P100; 14039_C_(00)_P101; 14039_C_(00)_P102; 14039_C_(00)_P103; 14039_C_(00)_P104;
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14039_E_(00)_P100; 14039_E_(00)_P101; 14039_F_(00)_P100; 14039_F_(00)_P101; 14039_F_(00)_P102;
14039_F_(00)_P103; 14039_F_(00)_P104; 14039_G_(00)_P100; 14039_X_(00)_P150; 14039_X_(00)_P151;
14039_X_(00)_P152; 14039_X_(00)_P153; 14039_X_(00)_P200; 14039_X_(00)_P201; 14039_A_(00)_P200;
14039_B_(00)_P200; 14039_C_(00)_P200; 14039_C_(00)_P201; 14039_D_(00)_P200; 14039_D_(00)_P201;
14039_D_(00)_P202; 14039_E_(00)_P200; 14039_F_(00)_P200; 14039_G_(00)_P200; 14039_A_(00)_P210;
14039_B_(00)_P210; 14039_C_(00)_P210; 14039_D_(00)_P210; 14039_E_(00)_P210; 14039_F_(00)_P210;
14039_X_(00)_P300; 14039_X_(00)_P301; 14039_X_(00)_P302; 14039_A_(00)_P300; 14039_B_(00)_P300;
14039_C_(00)_P300; 14039_D_(00)_P300; 14039_D_(00)_P301; 14039_E_(00)_P300; 14039_F_(00)_P300;
14039_G_(00)_P300

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.

3. Notice of Commencement

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.

4. Code of Construction Practice

The Development shall not be commenced until a Code of Construction Practice has been submitted to and approved by the Local Planning Authority. The Code of Construction Practice 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 Code of Construction Practice shall include proposals for the following:

- Safeguarding of buried services
- Location and height of any proposed stock
- Construction dust assessment in accordance with "The Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance" (2014).

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 impact

Pre commencement justification: Submission required prior to commencement to enable that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

5. Construction Management Plan

The development shall not be commenced until a construction management plan (CMP), has been submitted to and approved by the Local Planning Authority. The Construction Management Plan and the updates thereto 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 CMP shall include as a minimum the following information:

- The arrangements for liaison with the relevant highway authorities;
- The parking of vehicles of site operatives and visitors;
- The loading and unloading of plant and materials including a construction logistics plan;
- The storage of plant and materials use in constructing the development;
- The erection and maintenance of security hoardings;
- Measures to control the emission of dust and dirt during construction;
- A scheme for recycling and disposing of waste resulting from demolition and construction work;
- Dealing with complaints and community liaison;
- Attendance as necessary at the LLDC Construction Transport Management Group (CTMG) and or Construction Coordination Group;
- Details of routes and access for construction traffic. Including lorry holding areas; 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 uses best practicable means to minimise adverse environmental impacts.

Pre commencement justification: To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through construction that would require appropriate mitigation.

6. Construction Waste Management Plan

The Development shall not be Commenced until a 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:

- Classification of all waste including hazardous waste according to current legislative provisions;
- Performance measurement and target setting against estimated waste forecasts;
- Reporting of project performance on quantities and options utilised;
- Measures to minimise waste generation;
- Opportunities for re-use of recycling;
- Provision for the segregation of waste streams on the Site that are clearly labelled;
- Licensing requirements for disposal sites;
- An appropriate audit trail encompassing waste disposal activities and waste consignment notes;
- Measures to avoid fly tipping by others on lands being used for construction;
- Return policies for unwanted materials;
- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials.

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

7. Piling method statement

No piling including impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for impact on ground water, damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

8. Piling

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.

9. Contamination

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 be commenced until a scheme that includes the following components to deal with the risks associated with contamination of the site has been submitted to and approved in writing by the Local Planning Authority:

- 1) A preliminary risk assessment which has identified: all previous uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors, potentially unacceptable risks arising from contamination at the site.
- 2) A site investigation scheme, based on 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.
- 4) A validation plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented in full as approved.

Reason: To protect the water environment, including groundwater. The desk study indicates the potential presence of contamination from the previous uses.

Pre-commencement Justification: Remediation methods should be agreed and completed prior to the use commencing on occupation of the site to ensure a safe environment for employees and residents/ occupants.

10. Validation Report

No occupation of any part of the permitted development shall take place until a validation 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 validation plan to demonstrate that the site remediation criteria have been met. It shall also include a long-term monitoring and maintenance plan for longer-term monitoring of pollutant linkages, a maintenance timetable and arrangements for contingency action arising from the maintenance plan shall be implemented in full as approved.

11. Unexpected contamination

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

12. Drainage

Prior to the installation a drainage strategy, detailing any on and/or off site drainage works, shall be submitted to and approved by the Local Planning Authority in consultation with the sewerage undertaker. The drainage works referred to in the approved strategy shall be implemented in full and no discharge of foul or surface water from the site shall be accepted into the public system until the said drainage works have been completed.

Reason - The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community.

13. Surface water drainage

No infiltration of surface water drainage into the ground at this site 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 water environment, including groundwater.

14. Water Supply

Development shall not be commenced other than demolition 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 should determine the magnitude of any additional capacity required in the system and a suitable connection point.

15. Archaeological Investigation

- A) No development other than demolition to existing ground level shall take place until (i) a programme of archaeological evaluation has been submitted to and approved by the Local Planning Authority in writing (ii) the approved archaeological evaluation programme has been implemented and (iii) a report on that evaluation has been submitted to the Local Planning Authority.
- B) If heritage assets of archaeological interest are identified by the evaluation under Part A, then before development, other than demolition to existing ground level, commences (i) a Written Scheme of Investigation shall be submitted to and approved by the Local Planning Authority in writing.
- C) No development or demolition other than demolition to existing ground level shall take place other than in accordance with the Written Scheme of Investigation approved under Part (B) and archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.
- D) The development shall not be occupied until a site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (B), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

16. Residential standard – internal noise levels

All residential premises shall be designed and constructed in accordance with WHO 1999 and BS8233: 2014 '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.

17. Sound insulation and noise mitigation details - Residential

Prior to the installation of acoustic insulation measures for the development hereby approved details shall have been submitted to and approved in writing by the Local Planning Authority for a scheme of acoustic insulation and any other necessary means of ventilation provided. The scheme shall include a glazing specification for all windows to ensure a good standard of internal noise can be achieved during day time and night time in accordance with the guideline levels of BS8233 2014: "Sound insulation and noise reduction for buildings – code of practice" or an equivalent standard. The residential units hereby permitted shall not be occupied until the noise attenuation scheme, including glazing specification, has been implemented in accordance with the approved scheme and thereafter permanently retained.

Reason: To ensure an adequate standard of residential amenity.

18. Sound insulation and noise mitigation details – Residential and Non Residential

The Development shall not be occupied until details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses have been submitted to and approved in writing by the Local Planning Authority. Details should include airborne and impact sound insulation. The Development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved scheme is to be completed prior to occupation of the Development and thereafter permanently retained.

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

19. Secured by Design

No residential units on the development shall be occupied until Secured by Design accreditation to a minimum of Part 2 has been achieved and written evidence of the accreditation has been submitted to the Local Planning Authority.

Reason: In the interests of the safety and security of residents of the development.

20. Accessible housing

90% of the residential units hereby permitted shall be designed and constructed in accordance with Optional Requirement M4 (2) Category 2 of Part M of the Building Regulations.
10% of the residential units hereby permitted shall be designed and constructed as wheelchair accessible, or easily adaptable in accordance with the Wheelchair Housing Design Guide 2006 (2nd Edition) as set out in the Design and Access Statement.

The actual number of units to be provided in accordance with this condition will be the number of whole units that is as near as arithmetically possible to the specified percentage and 0.5 or above shall be rounded up to the nearest whole.

Reason: To ensure adequate accessible housing is provided

21. Refuse storage

Before the first occupation of the Development hereby permitted, the refuse and recycling storage arrangements shown on the approved drawing/s shall be provided and made available for use by the occupiers of the Development and the facilities provided shall thereafter be retained for the life of the Development and neither they nor the space they occupy shall be used for any other purpose unless it can be demonstrated that these facilities are no longer required or can be reduced in size without affecting recycling rates, to be agreed in writing by the Local Planning Authority.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

Pre commencement justification: To ensure there are refuse storage arrangements in place in advance of the use commencing to avoid highway and safety issues.

22. Approval of road works necessary

Before construction above ground level of any building details of the following works to the highway shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. Works to the highway shall only be carried out by the Highway Authority:

- The provision of an on street loading bay
- The provision of 1 car club space
- The installation of new crossovers and reinstatement of footways where existing crossovers are being blocked up

The building hereby permitted shall not be occupied until these works have been consented in accordance with the approved details.

23. Deliveries and servicing management plan

Prior to occupation of the development hereby approved a delivery and servicing management plan (DSMP) detailing how all elements of the site are to be serviced shall be submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved DSMP shall be implemented from first occupation and thereafter for the life of the development.

24. Cycle Storage and Facilities – details to be submitted

The development shall not be occupied until details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles (for both residential and commercial elements) and on site changing facilities and showers (for the commercial element) have been submitted to and approved in writing by the Local Planning Authority. The relevant part of the development shall be carried out in accordance with the approved details and the facilities provided shall be retained for the life of the development and the space used for no other purpose.

25. Renewable energy

The development shall be constructed and operated in accordance with the submitted MLM Energy Statement dated June 2015 (or any variations agreed in writing with the Local Planning Authority) and achieve reductions in regulated CO2 emissions through the use of on-site renewable energy generation sources approved as part of this development.

Reason: To ensure a high standard of sustainable design and construction.

26. BREEAM

Before any fit out works to the commercial premises hereby authorised begins, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM Design Stage certificate of building performance) which demonstrates unless otherwise agreed in writing with the Local Planning Authority that a minimum 'Excellent' rating has been achieved shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given. Within three months of occupation of any commercial premises hereby permitted, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority confirming that the agreed standards above have been met.

27. Smart metering and reduction of energy demand

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.

28. Air Quality Condition

No Combined Heat and Power unit (CHP) shall be installed until full details of the design and specification of the equipment has been submitted to and approved in writing by the Local Planning Authority. The submitted details shall set out the CHP impacts following the IAQM guidance "Combined Heat and Power and Air Quality Guidance for Local Authorities" (2012) and shall include the location, design and specification of all ventilation intakes and outlets. The CHP shall be installed and retained thereafter in accordance with the approved details.

Reason: In order to determine impacts and where to locate ventilation intakes in the interest of air quality.

29. Development Energy demand reduction

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.

30. Material samples

Before construction above ground level of any each building which forms part of the development hereby approved, a scheme detailing brick bonding(s) where appropriate and samples of materials and finishes to be used on the external surfaces of the development shall be submitted to and approved in writing by the Local Planning Authority. The approved materials shall be used in the implementation of the development. A sample panel(s) of brickwork of not less than 1m x 1m showing mortar mix, bonding and pointing type shall be constructed for the Local Planning Authority to inspect and approve and shall be retained on site until completion of the works, and the brickwork shall be constructed in accordance with the approved panel(s).

Reason: To ensure the satisfactory appearance of the development

31. Detailed Drawings

Prior to commencement of the above ground works of the relevant part of the development the following detailed drawings including sections 1:50 and 1:10 (or any other scale agreed in writing with the Local Planning Authority)) shall be submitted to and approved in writing by the Local Planning Authority:

- Commercial façade details (ground level shopfronts and entrances): Elevations and sections through shopfronts, including details of doors, windows and signage and junctions with new pedestrian space;
- Residential façade details (including elevations facing the internal courtyard): Elevations and

sections annotated with materials and finishes of all windows (including reveals and sills), entrances, external bin stores, balconies, and balustrades, pipework and parapets; and all openings adjacent to the highways.

The development shall not be carried out otherwise than in accordance with the approved drawings.

Reason: In order to ensure a high quality of design and detailing is achieved.

Pre-commencement justification: To ensure that the Local Planning Authority is satisfied with the quality of the detail proposed, prior to the construction of the development and to ensure that the development will not have an adverse impact on the character of the surrounding area in terms of the appropriateness and quality of finish.

32. Green roof

Prior to the construction of the relevant part of the development, details of the biodiverse roofs (including a specification and maintenance plan) and living walls / vertical gardens to be used in the carrying out of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity.

33. Landscaping Plan

Prior to the construction of the relevant part of the development the following information shall be submitted to and approved in writing by the Local Planning Authority:

- i. Detailed drawings 1:50 and 1:10 (or any other scale agreed in writing with the Local Planning Authority) of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings and roof terrace areas (including boundary treatments, surface materials of any parking, access, or pathway layouts, materials and edge details and material samples of hard landscaping);
- ii. Full details of the treatment of site boundaries (including bollards)
- iii. Details of all existing trees on and adjacent to the land, and details of any to be retained, together with measures for their protection, during the course of development;
- iv. Waterside landscaping;
- v. Planting schedules;
- vi. Sections through street tree pits;
- vii. Species mix;
- viii. Details of biodiversity enhancements (bird and bat nesting boxes etc);
- x. Details including plans, elevations and specifications of any play equipment to be provided; and
- xi. Details of parapet/balustrade and planting buffer around the roof terrace.

The planting, seeding and/or turfing shall be carried out as approved in the first planting season following completion of building works comprised in the development and any tree or shrub that is found to be dead, dying, severely damaged or diseased within two years of completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply to BS:4428 'Code of Practice for general landscaping operations', BS:3996 'Nursery stock specification', BS:5827 'Trees in relation to construction' and BS:7370 'Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance organisations and for design considerations related to maintenance'. All other works including hard surface materials and play equipment shall be carried out prior to the occupation of the relevant part of the development.

34. Overheating

Before the construction of the façades of the development, an assessment of the internal temperature in summer of the development shall be submitted to the Local Planning Authority, so as to demonstrate compliance with the requirements of the Building regulations 2010 (Schedule 1, Part L) such assessment must use the method of calculation set out in the SAP 2012 (Appendix P) (or any subsequent edition of the SAP as may amend or replace the 2012 edition, as published by BRE). The assessment shall include details of any mitigation measures that are proposed to be used to reduce overheating, which shall include without limitation and where appropriate design of the façades; provision of ventilation; and internal layout. The mitigation measures shall be approved in writing by the Local Planning Authority. Following approval of the mitigation measures the building shall be constructed in accordance with the approved details and maintained in this condition thereafter, unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a comfortable level of amenity for residents of the development and in the interests of visual amenity.

35. Photovoltaics

Prior to commencement of the relevant part of the development full details of photovoltaic (PV) panels and a strategy for their installation on site shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

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

36. Land Use

Notwithstanding the provisions of Part 3 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking and/or re-enacting that Order) the commercial premises hereby approved shall only be used for the purposes specified in the application (being use class B1 to B8 as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission)

Reason: To ensure a suitable quantum of workspace on the site.

In granting this permission the Local Planning Authority has had regard to the special circumstances of this case and wishes to have the opportunity of exercising control over any subsequent alternative use.

37. Hours of Use

The A1 – A3 and D1 / D2 use class commercial use at Building D shall not operate outside the hours of 0800 to 2300 hours on any day.

Reason: In the interests of residential amenity

38. A3 Use External Alterations

No external flue, ventilation equipment or any other external alteration shall be installed in relation to the A3 use without the written approval of the Local Planning Authority.

Reason: In the interest of visual and resident amenity.

39. Extract Ventilation

Before the A3 use commences suitable equipment to remove and/or disperse odours and odorous material should be fitted to the extract ventilation system in accordance with a scheme to be approved in writing by the Local Planning Authority. Thereafter, the equipment shall be properly maintained and operated during normal working hours.

Reason: To protect the amenity of occupiers of nearby premises.

40. Noise Transmission

Before the A3 use commences a scheme to control the transmission of noise and vibration from any mechanical ventilation system installed shall be submitted to and approved in writing by the Local Planning Authority and implemented prior to the permitted use commencing. Thereafter, the equipment shall be properly maintained and operated during normal working hours.

Reason: To protect the amenity of occupiers of nearby premises

41. Business Use Size Limit

The floorspace of the B1 – B8 use class hereby approved on this site shall be 2,040m².

Reason: To reprovide employment floorspace in accordance with Local Plan policy B1 to ensure no net loss of employment space

42. Retail Unit Size Limit

The A1-A3 use class hereby approved shall not be provided in a single unit larger than 175m², and the maximum amount of A1, A2, and A3 floorspace shall be in accordance with the following table:

Proposed Use	Maximum floorspace (m ²)
Commercial A1	124
A2/A3	663

Reason: To ensure the vitality and viability of the neighbourhood and local centres, small-scale shops and facilities.

43. Demolition

The works of demolition hereby authorised shall not be carried out before a contract for the carrying out of the works of development of the site including site preparation and construction works has been made and confirmation of such, has been made to the Local Planning Authority together with a programme for construction.

Reason: To prevent premature demolition in the interests of the character and appearance of the Conservation Area

44. Fencing

Before the development hereby approved is commenced, details of the form and position of fencing, which shall comply in full with BS587:2012. Trees in relation to design, demolition and construction – Recommendations, for the protection of those trees, shrubs and natural features not scheduled for removal shall be submitted and be to the written approval of the Local Planning Authority, and such fencing shall be erected in the positions approved before the development is commenced and thereafter retained until such completion of the development, to the approval of the Local Planning Authority

Reason: To preserve trees and hedges on the site in the interests of visual amenity and the character of the area.

Pre commencement justification:

To ensure that existing trees are protected and not damaged.

45. Lighting

No architectural lighting, security lighting or other external means of illumination of the site shall be provided, installed or operated in the development, except in accordance with a detailed scheme which shall provide for lighting that is low level, hooded and directional, and has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details and retained thereafter.

Reason: In the interests of ecology and local amenity. shall be implemented in accordance with the approved details and retained thereafter.

46. Material details

Prior to the construction of the relevant part of the development, details of all new materials at a scale of 1:10 or any other scale agreed in writing with the Local Planning Authority, including

- i. Windows
- ii. roof lights
- iii. doors
- iv. balconies and balustrades
- v. railings
- vi. barge boards
- vii. porches
- viii. canopy brackets and
- ix. posts

Shall be submitted to and approved in writing by the Local Planning Authority, including elevations and sections through eills, frames and opening lights, including glazing bars and mullions, showing the relationship to the structure and only those approved details shall be employed within the development and retained thereafter.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

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

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

Dated this: XX-May-2020

A Hollingsworth

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

DRAFT

Appendix 13
AFFORDABLE HOUSING PROVIDERS

Appendix 13

List of Affordable Housing Providers

- A2Dominion
- AmicusHorizon Ltd
- Ability Housing Association
- Access Homes Housing Association Limited
- Anchor Trust
- Arhag Housing Association Limited
- ASRA Greater London Housing Association Limited
- Belgrave Street Housing Co-operative Limited
- Carr-Gomm
- Circle Thirty Three Housing Trust Limited
- Community Housing Association Limited
- Co-operative Development Society Limited
- East Thames Housing Group
- Eastend Homes
- Family Mosaic Home Ownership Limited
- Family Mosaic Housing
- Gallions Housing Association Limited
- Gateway Housing Association
- Glenkerry Co-operative Housing Association
- Grand Union Housing Co-operative Limited
- Guinness South
- Habinteg Housing Association Limited
- Home Group Limited
- Lien Viet Housing Association Limited
- London & Quadrant Housing Trust
- Look Ahead Housing and Care Limited
- Metropolitan Housing Trust Limited
- Metropolitan Support Trust
- Network Stadium
- Newlon Housing Trust
- Notting Hill Home Ownership Limited
- Notting Hill Housing Trust
- Old Ford Housing Association
- One Housing Group
- Orbit Group Limited
- Origin Housing
- Peabody Trust
- Places for People Homes Limited
- Poplar HARCA Limited
- Providence Row Housing Association

- Salvation Army Housing Association
- Sanctuary Housing Association
- Seymour Housing Co-operative Limited
- Shaftesbury Housing Association
- Southern Home Ownership Limited
- Southern Housing Group Limited
- Southwark and London Diocesan Housing Assoc Ltd
- Spitalfields Housing Association Limited
- St Margaret's House
- Swan Housing Association Limited
- The Industrial Dwellings Society (1885) Ltd
- The Mile End Housing Co-operative Limited
- The Riverside Group Housing Limited
- Tower Hamlets Community Housing Limited
- Veterans Aid
- Wilfrid East London Housing Co-operative Limited