

DATED 1 APRIL 2014

UNILATERAL UNDERTAKING GIVEN BY DEED

BY

THE LONDON LEGACY DEVELOPMENT CORPORATION  
as freehold owner of the Site

pursuant to section 106 of the Town and Country Planning Act 1990 and  
all other powers enabling

relating to the redevelopment of the former Main Press Centre,  
International Broadcasting Centre and Main Media Reception Centre at  
the Queen Elizabeth Olympic Park, Stratford, London

THIS UNILATERAL UNDERTAKING is given on 1 APRIL 2014

BY the LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ ("the Owner")

**IN FAVOUR OF**

- (1) the LOCAL PLANNING AUTHORITY from time to time; and
- (2) INNOVATION CITY (Company number 07640912) whose registered office is at 57 Berkeley Square, London W1J 6ER

**RECITALS**

*Background*

- (A) The London Legacy Development Corporation (LLDC) is a Mayoral Development Corporation established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for an area which straddles the boundaries of the four Host Boroughs.
- (B) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC holds land transferred to it from the Olympic Park Legacy Company under a transfer scheme made under sections 200 and 218 of the Localism Act 2011. That land was previously transferred to the Olympic Park Legacy Company by the London Development Agency pursuant to a Legacy Transfer Agreement dated 30 September 2010.
- (C) Within its area and pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012, LLDC is also the local planning authority for the purposes of Part 3 of the 1990 Act. It exercises this power in place of the Host Boroughs.
- (D) LLDC's board has delegated the exercise of LLDC's planning functions to a department within LLDC known as PPDT. Although it acts independently, PPDT remains part of the same legal entity as LLDC.
- (E) LLDC (acting through PPDT) is therefore the Local Planning Authority for the area within which the Site is located.
- (F) At the time this Deed is entered into, it is expected that LLDC has a lifetime of no more than ten years after which its planning powers will revert to the Host Boroughs. It is also possible that LLDC's planning powers will revert to the Host Boroughs within the suggested ten year period.

*The Application*

- (G) Innovation City submitted the Application to LLDC in its role as LPA and intends to carry out the Development under a long lease granted out of LLDC's freehold interest in the Site.
- (H) In its role as LPA, LLDC considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in the Principal Agreement.
- (I) Innovation City has also requested that LLDC's freehold interest is bound with the Developer's obligations as set out in the Principal Agreement to cover the situation where either no lease is granted to Innovation City, or the Lease terminates for any reason whatsoever.

- (J) In its role as land owner, LLDC is satisfied that the planning obligations contained in the Principal Agreement meet the three tests set out in Regulation 122 (2) (a) – (c) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (K) LLDC recognises that as a matter of law, as both landowner and local planning authority LLDC it is unable to secure the obligations set out in the Principal Agreement by way of a bilateral agreement concluded with itself.
- (L) To overcome this obstacle, LLDC unilaterally undertakes herein to perform the Developer's obligations set out in the Principal Agreement the final draft of which is attached hereto at Annex 1 thereby binding itself and with the intention of binding its freehold interest in the Site.
- (M) To the extent that obligations incorporated into this Deed fall within the scope of Section 106 (1) of the 1990 Act, LLDC as Owner intends that they create planning obligations for the purpose of Section 106 of the 1990 Act binding itself and its interests in the Site. LLDC intends that such obligations will be enforceable against any Owner of the Site or any part of it under Section 106 (3) of the 1990 Act and in accordance with the provisions of this Deed.
- (N) To the extent that such obligations fall outside of the scope of Section 106 (1) of the 1990 Act, LLDC as Owner intends that they will be enforceable against the LLDC in accordance with the normal principles of contract law.
- (O) LLDC also recognises that while it is both Landowner and LPA, it cannot enforce the obligations secured by this deed against itself. If a breach of the terms of this deed occurs while LLDC is both Landowner and LPA, LLDC and PPDT will seek to resolve that breach in accordance with the terms of the Enforcement Protocol.
- (P) Once land within the Site is transferred to a third party, or once LLDC's planning functions pass to a successor local planning authority, then LLDC intends that the obligations in this Deed will be enforceable under section 106 of the 1990 Act in accordance with the terms of this Deed.
- (Q) As LPA, the London Legacy Development Corporation has approved the Application subject to conditions and the requirements of the Principal Agreement as secured by this Deed and issued the Planning Permission on the same date as this Deed.

#### **OPERATIVE PROVISIONS:-**

##### **1. INTERPRETATION**

- 1.1 Save where provided otherwise, words and expressions used in this Deed have the meaning assigned to them in the Principal Agreement.
- 1.2 For the purposes of this Deed, the following words and expressions have the meanings assigned:

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

**Applications** means the four applications made to the LPA for the Planning Permission and given reference number 13/00534/FUM, 13/00535/AOD, 13/00536/COU and 13/00537/FUL further details of which are set out in the Principal Agreement under the definitions of Application 1, Application 2, Application 3 and Application 4.

**Developer** means the developer as defined in the Principal Agreement.

**Development** means the development of the Site or any part thereof and all other operations, works or material changes of use authorised on the Site pursuant to the Planning Permissions;

**Enforcement Protocol** means the protocol for enforcing the terms of this Deed contained at Annex 2.

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

**Innovation City** means Innovation City (London) Limited (Company number 07640912) whose registered office is at 57 Berkeley Square, London W1J 6ER

**Lease** means the long lease of the Leasehold Site to be granted by the Owner to Innovation City pursuant to an Agreement for Lease dated 15 May 2013.

**Leasehold Site** means the land edged red on Plan 2 being the land that will be demised pursuant to the Lease.

**LLDC** means the legal entity known as the London Legacy Development Corporation established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012

**LPA** means at the date of this Deed, LLDC in its function as local planning authority for the area within which the Site is located, and includes any successors in that function.

**PPDT** means the department within LLDC to which LLDC's planning functions have been delegated by a Board resolution made on 27 September 2012.

**Plan 1** means the plan marked Plan 1 identifying the Site and attached to this Deed.

**Plan 2** means the plan marked Plan 2 identifying the Leasehold Site and attached to this Deed.

**Planning Permissions** means the planning permissions for the Development granted pursuant to the Applications.

**Principal Agreement** means the Deed made under section 106 of the 1990 Act and all other enabling powers between (1) LLDC and (2) Innovation City of even date with this Deed the final draft of which is attached hereto at Annex 1.

**Site** means the freehold land edged red on Plan 1 which is comprised within the freehold land registered at the Land Registry as part of title number EGL533902 and part of title number EGL533901 and owned by the Owner.

**Supplemental Agreement** means an agreement in the form of the draft agreement attached at Appendix 3 of the Principal Agreement.

## 2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.



Copyright Hawkins Brown Architects LLP  
 No related license exists. This drawing should  
 not be used for any other project without the  
 written consent of Hawkins Brown Architects LLP.  
 The drawings and any information contained hereon  
 are the property of Hawkins Brown Architects LLP  
 and shall remain confidential and proprietary  
 information. All drawings and buildings and  
 construction shall be completed to the architect's  
 satisfaction.

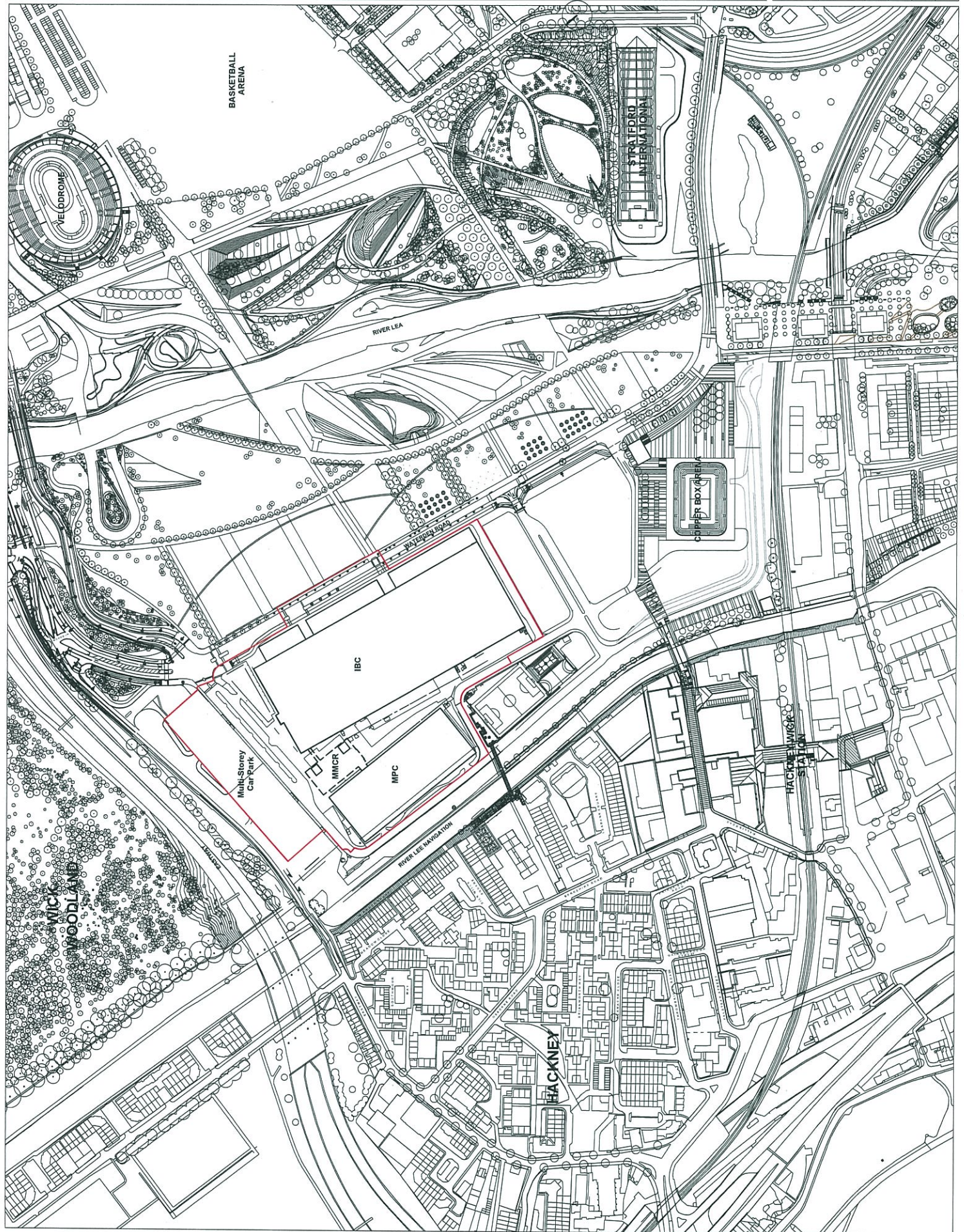
PLANNING

Key  
 Application A Site Boundary



**HawkinsBrown**  
 60 Balfour Street  
 Glasgow G2 3JF  
 Tel: 0141 222 8800  
 Fax: 0141 222 8801  
 www.hawkinsbrown.com  
 hawkinsbrown.com

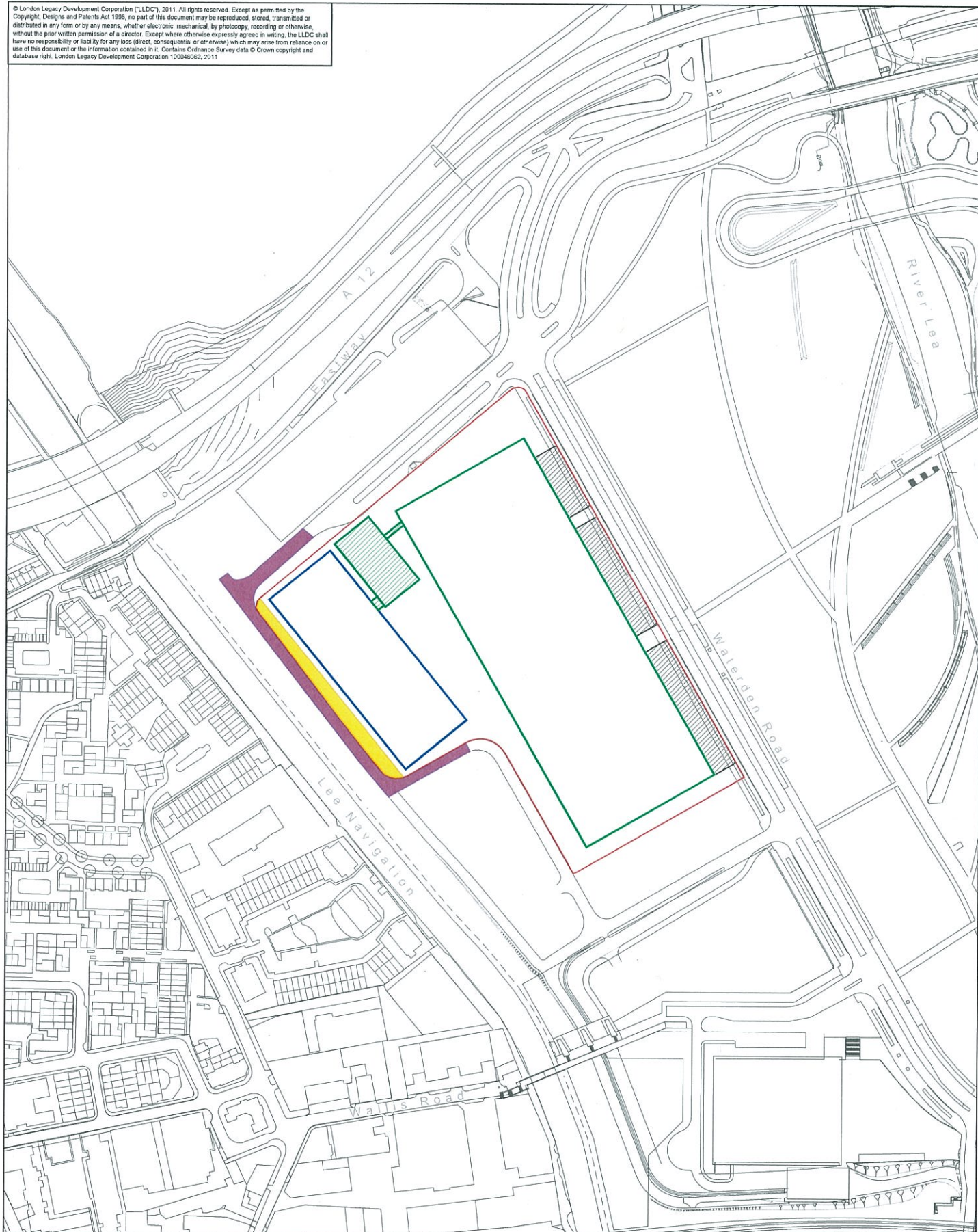
Project	CITY
Drawn	Site Plan
Date	Sept 2013
Scale	1:1250 @ A0
Checked by	AC
Drawn by	NG
Job Number	HB1456
Sheet	Planning
Drawn by	1:456.DWG_PL_001 PL5







© London Legacy Development Corporation (LLDC), 2011. All rights reserved. Except as permitted by the Copyright, Designs and Patents Act 1988, no part of this document may be reproduced, stored, transmitted or distributed in any form or by any means, whether electronic, mechanical, by photocopy, recording or otherwise, without the prior written permission of a director. Except where otherwise expressly agreed in writing, the LLDC shall have no responsibility or liability for any loss (direct, consequential or otherwise) which may arise from reliance on or use of this document or the information contained in it. Contains Ordnance Survey data © Crown copyright and database right. London Legacy Development Corporation 100046062\_2011





**NOTES**

01				Jan 2012
02		ES	CS	20.04.2012
03	Land Registry compliant	ES	CS	31.08.2012
04	Eastern alignment	ES	CS	04.12.2012
05	For comments	ES	CS	14.12.2012
06	For comments	ES	CS	17.12.2012
07	Final issue	ES	CS	04.01.2013
Rev	Description	Drm	Chk	Date

**KEY**

- Broadcast Centre building footprint
- Press Centre building footprint
- Media Press Conference Room building footprint
- Extent of the Broadcast Centre and Press Centre demise
- Broadcast Centre gantry
- Canal Land
- Loop road

<p>Client</p> 		<p>Drawing Title</p> <p><b>Broadcast Centre and Press Centre Boundary Plan</b></p>	
<p>Organisation</p> <p>Allies and Morrison Architects</p>		<p>Scale(A3)</p> <p>1:2500</p>	<p>Date</p> <p>04.01.2013</p>
<p>Project Title</p> <p><b>Broadcast and Press Centres</b></p>		<p>Status</p> <p>Illustrative</p>	
		<p>Dwg. No.</p> <p>LCS-DWG-ILL-RED-CON-IBC/MPC-002</p>	<p>Rev.</p> <p>007</p>





- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party.
- 2.7 The headings in this Deed are for reference only and shall not affect construction.

### **3. LEGAL BASIS**

- 3.1 This unilateral undertaking is given by Deed and made pursuant to section 106 of the 1990 Act and section 201 of the Localism Act 2011.

### **4. OPERATION OF THIS UNILATERAL UNDERTAKING**

- 4.1 The obligations, covenants, undertakings, restrictions and agreements undertaken by the Owner under Clause 6 of this Deed constitute planning obligations for the purposes of section 106 of the 1990 Act. The Owner intends that such obligations shall bind the Owner's interest in the Site and be enforceable under Section 106 (3) not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site in accordance with the following provisions:
- 4.1.1 while LLDC remains the LPA for the Site, this Deed shall be enforceable by the LPA against any successors in title to or assigns of the Owner and/or any person claiming an interest or estate in the Site through or under the Owner provided that such successor or person is not part of the same legal entity as LLDC;
- 4.1.2 after LLDC's function as the local planning authority for the Site has been transferred to a successor planning authority, this Deed shall be enforceable by such successor LPA.
- 4.2 While LLDC is both the Owner and the LPA, LLDC will comply with the terms of the Enforcement Protocol.
- 4.3 To the extent that any of the obligations, covenants, undertakings, restrictions and agreements undertaken by the Owner under Clause 6 of this Deed are found not to constitute planning obligations for the purposes of section 106 of the Act, the Owner intends that they shall be enforceable in contract by any successor LPA to the LLDC's planning functions.
- 4.4 Subject to Clause 7.2, if either Innovation City does not acquire any interest in the Leasehold Site from LLDC or if the Lease terminates for whatever reason, then LLDC intends that the terms of this Deed will be enforceable by Innovation City against LLDC as the freehold owner in respect of the Leasehold Site only.

### **5. CONDITIONALITY**

- 5.1 This Unilateral Undertaking is conditional on the grant of the Planning Permission.

**6. OWNERS COVENANT IN FAVOUR OF THE LPA**

6.1 The Owner undertakes in favour of the LPA that for as long as Innovation City has not acquired any interest in the Leasehold Site or if the Lease terminates for whatever reason, then the Owner:

6.1.1 Shall, subject to clause 7.2 of this Deed, observe and perform the obligations, covenants, undertakings, restrictions and agreements imposed on the Developer by the Principal Agreement to the extent that these have not already been performed or discharged;

6.1.2 within seven working days of the Owner disposing of a freehold or leasehold interest in all or any part of the Site it shall notify the LPA of such transaction; and

6.1.3 shall not transfer any interest in the Site save to Innovation City without first imposing a legally enforceable requirement on the transferee to complete the Supplemental Agreement in accordance with the requirements of the Principal Agreement within twenty-one days of the date of such transfer. The Owner shall use reasonable endeavours to ensure that such obligation to complete the Supplemental Agreement is enforceable by the LPA under the Contracts (Rights of Third Parties) Act 1999 (as amended);

**7. MISCELLANEOUS**

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

7.2 The Owner shall not be liable for any breach of any of the undertakings given in this Deed 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.

7.3 This Deed and the undertakings which it contains shall lapse and be extinguished automatically in respect of land to which any of the Planning Permissions relates if (and from the date that) such Planning Permission(s) lapse without the Development envisaged by such Planning Permission(s) being commenced or if such Planning Permission(s) are otherwise revoked, withdrawn or (without the consent of the Owner) modified.

7.4 Other than the Planning Permissions nothing in this Deed 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 Deed.

7.5 The undertakings contained in this Deed shall be enforceable against any Owner that takes any steps or allows any steps to be taken which triggers such undertaking in respect of their land.

**8. Rights of Third Parties**

8.1 Other than as set out in Clause 4, no term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

**9. LOCAL LAND CHARGE**

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

**IN WITNESS** whereof the parties have executed and delivered this unilateral undertaking as a Deed  
the day and year first above written

**THE COMMON SEAL of THE LONDON** )

**LEGACY DEVELOPMENT CORPORATION** )

was hereunto affixed in the presence of: )



Authorised signatory





## **Annex 1: Principal Agreement**









DATED

2014

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) INNOVATION CITY (LONDON) LIMITED

Planning Obligation by Deed of Agreement under Section 106  
of the Town and Country Planning Act 1990

Relating to the redevelopment of the former Main Press Centre,  
International Broadcasting Centre and Main Media Reception  
Centre at the Queen Elizabeth Olympic Park, Stratford, London



## CONTENTS

Clause	Page
1 Definitions	2
2 Construction of this Deed	14
3 Legal Basis	15
4 Conditionality	15
5 The Developer's covenants with the LPA	16
6 Developer's Covenant on acquisition of a legal interest in the Site	16
7 Undertaking not to enforce certain terms of the Original S106 Agreement	16
8 Financial Contributions and Indexation	16
9 Notices	17
10 Satisfaction of any of the provisions of this Deed	18
11 Verification and Enforcement	18
12 No Waiver	19
13 Duty to act Reasonably and in Good Faith	19
14 Contracts (Rights of Third Parties) Act 1999	19
15 Changes in Ownership	19
16 The LPA's Legal and Other Costs	19
17 VAT	20
18 Miscellaneous	20
19 Dispute Resolution	20
20 Jurisdiction and Legal Effect	21
21 Execution	21
<b>Schedules</b>	
Schedule 1 – Title	22
Schedule 2 – General Planning Obligations	23
Schedule 3 – Transport	24
Schedule 4 – Public Realm	30
Schedule 5 – Community Uses	31
Schedule 6 – Managed Workspace	32
Schedule 7 – Affordable Workspace	33
Schedule 8 – Employment and Skills	34
Schedule 9 – Sustainability	38
Schedule 10 – Publicly Accessible Space	39
<b>Appendices</b>	
APPENDIX 1 – Plans and Drawings	41
APPENDIX 2 - Draft Planning Permissions	42
APPENDIX 3 – Draft Supplementation Section 106 Agreement	43
APPENDIX 4 – Section 6.4.1 of the Design & Access Statement which accompanied the Applications	48
APPENDIX 5 – Indicative Tenant Drawings	49
APPENDIX 6 – Legacy Careers Project	50
APPENDIX 7 – Strategic Overview	51

**Parties:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **LPA**); and
- (2) **INNOVATION CITY (LONDON) LIMITED** (Company number 07640912) whose registered office is at 57 Berkeley Square, London W1J 6ER (the **Developer**);

**RECITALS**

- (A) Pursuant to the London Legacy Development (Planning Functions) Order 2012 the London Legacy Development Corporation exercises the functions of local planning authority for the purposes of Part 3 of the Town and Country Planning Act 1990 (as amended) for the area in which the Development is situated. As local planning authority for such area, the London Legacy Development Corporation is the authority responsible for enforcing the obligations contained in this Deed.
- (B) The London Legacy Development Corporation is also the freehold owner of the land within which the Site is located. Details of the freehold title to the Site are registered at the Land Registry and specified in Schedule 1 to this Deed.
- (C) The Developer benefits from an agreement for lease of the Site and intends to enter into the Supplementary Section 106 Agreement within seven (7) days of the grant of a lease of any part of the Site.
- (D) The International Broadcasting Centre (IBC), Main Press Centre (MPC), Main Media Reception Centre (MMCR) and the Multi Storey Car Park (MSCP) were constructed under outline permission reference 07/90010/OUMODA (the Original Permission) to accommodate media activities for the London 2012 Olympic and Paralympic Games. The permitted uses of the IBC, MPC and MMCR under the Original Permission post the Olympic and Paralympic Games is as office, industrial and warehouse buildings for uses within Class B1a, B1b, B2 and B8.
- (E) The Developer wishes to extend the permitted use of the IBC, MPC and MMCR to include conference space (Class D2) and retail uses (Class A1, A3, A4 and A5) within the MPC, to increase the currently permitted floorspace and to increase the number of car parking spaces within the MSCP.
- (F) The Developer submitted the Applications to the LPA.
- (G) The LPA considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in this Deed.
- (H) The Developer is satisfied that the planning obligations contained in this Deed meet the three tests set out in Regulation 122 (2) (a) – (c) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (I) The planning obligations contained in this Deed are intended to be enforceable against all parties to this Deed and against the successors in title to all parties to this Deed by the LPA, other than an individual owner or occupier of an individual Commercial Unit or Education Unit within the Development.
- (J) The LPA has resolved to grant the Planning Permissions pursuant to the Applications subject to the conditions set out in the Planning Permissions and subject to the covenants undertakings and restrictions herein contained.

## OPERATIVE PROVISIONS

### 1 Definitions

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

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

**Activity Monitoring Period** means a 12 month period commencing on the first anniversary of Practical Completion of the Development;

**Affordable Workspace** means units within Use Classes A1, A3, A4, A5, D1 or B1 as identified in the approved Affordable Workspace Strategy offered at 75% of Historic Market Rent and in respect of which there shall be no upward rent review for the first five (5) years and such units to be provided in addition to the Managed Workspace required under this Deed;

**Affordable Workspace Marketing Period** means a period of not less than 6 (six) months and such period shall not end less than 6 (six) months from the date that the Development is first Occupied;

**Affordable Workspace Marketing Report** means a report prepared by the Developer setting out:

- a) the lease terms on which the Affordable Workspace has been offered together with:
  - (i) evidence as to how such lease terms compare with market lease terms for equivalent market workspace elsewhere within the London Borough of Hackney using relevant benchmark data; and
  - (ii) a reasoned explanation and justification as to how such lease terms are, in the opinion of the Developer, reasonable lease terms on which the Affordable Workspace is to be offered;
- b) the steps (together with evidence) taken to comply with the Developer's obligation in paragraph 2 of Schedule 7 to use Reasonable Endeavours to enter into an agreement for lease or grant a lease of the Affordable Workspace during the Affordable Workspace Marketing Period; and
- c) where appropriate a reasoned explanation and justification as to why it was not possible to enter into an agreement for lease or grant a lease of the Affordable Workspace on the lease terms set out in the report;

**Affordable Workspace Strategy** means a written strategy:

- a) identifying the intended location of a minimum of one thousand (1,000) square metres. of Affordable Workspace within the Site and the unit sizes;
- b) setting out a timetable for the marketing and occupation of such Affordable Workspace;
- c) explaining how such workspace is designed to meet the needs of commercial undertakings;

- d) indicating the proposed lease terms and the proposed levels of rent to ensure that the Affordable Work Space remains affordable for businesses together with an explanation of how those terms and rent compare with the lease terms and rent for equivalent commercial space elsewhere within the Host Boroughs; and

which is to be approved by the LPA in writing prior to the marketing of the Affordable Work Space and as may be varied from time to time with the written approval of the LPA;

**Application 1** means the application for full planning permission for the modification and changes of use of the IBC (including retention of the Gantry on Waterden Road) to provide flexible business/studio floorspace (Class B1), data centre (Class B8), education space (Class D1); creation of new floorspace in the Gantry for flexible uses (Classes B1/A1, A3, A4, A5); creation of mezzanines (Classes B1 and B8); retention of the Main Media Conference Room (MMCR) to provide a conference space (Class D2); retention of bridge structures; external alterations to the buildings; use of up to 307 spaces in the Multi-Storey Car Park (MSCP) to serve the IBC and MMCR; cycle parking; landscape and public realm; use of central open space, including events; pedestrian and vehicular access; servicing; minor highway works within the application boundary; installation of plant and equipment; and associated works submitted to the LPA and given reference number 13/00534/FUM;

**Application 2** means an application to discharge Condition LTD.8, pursuant to the Facility and Legacy Transformation planning permission (ref. 07/90010/OUMODA) to confirm use of the MPC for business floorspace (Class B1), to enable the building's early occupation submitted to the LPA and given reference number 13/00535/AOD;

**Application 3** means the application for full planning permission for the modification of the MPC comprising: external alterations to the building; introduction of retail canopies; changes of use of parts of the building for use classes B1(a), B1(b), B1(c), B2 or B8 to conference space (Class D2) and of retail uses (Class A1, A3, A4, A5); servicing, pedestrian and vehicular access; and associated works submitted to the LPA and given reference number 13/00536/COU;

**Application 4** means an application to use up to 182 car spaces in the MSCP in connection with business use of the Main Press Centre submitted to the LPA and given reference number 13/00537/FUL;

**Applications** mean together Application 1, Application 2, Application 3 and Application 4 and **Application** shall mean any one of such Applications as the context requires;

**BT** means British Telecommunications PLC (company no. 01800000) and whose registered office is at 81 Newgate Street, London EC1A 7AJ;

**Blue Badge Holder** means a person who holds a badge under the Blue Badge Scheme operated in the United Kingdom which allows those with severe mobility problems to park close to where they need to go;

**CAA 2001** means the Capital Allowances Act 2001;

**Car Club** means a commercially run scheme for sharing private car facilities made available to occupiers of the buildings comprised within the Development and residents and occupiers of the business premises within the vicinity of the Development;

**Car Parking Spaces** means car parking spaces provided in the MSCP pursuant to the Planning Permissions excluding any such car parking spaces reserved exclusively for a Car Club or Blue Badge Holders;



**Commencement** means the carrying out of a material operation or any material change of use as defined in section 56(4) of the Act and "**Commence**" and "**Commenced**" shall be construed accordingly, but for the purposes of this Deed only shall not include works of internal strip out and demolition works, construction of boundary fencing or hoardings or construction compounds, construction of temporary highway accesses, site clearance or site investigations or occupation and use of the IBC by BT;

**Commercial Floorspace** means floorspace comprised within the Development which benefits from permitted use within classes A and B of the Town and Country Planning (use Classes Order) 1987 (as amended);

**Commercial Floorspace Framework Travel Plan** means the travel plan relating to the Occupation of Commercial Floorspace within the Site which is prepared in accordance with the TfL Travel Planning Guidance November 2013 or such replacement or updated guidance promulgated from time to time by TfL or any successor to TfL's statutory functions and is to be approved in writing by the LPA before such Commercial Floorspace Travel Plan is implemented;

**Commercial Units** means the units permitted to be constructed as part of the Development comprising Commercial Floorspace;

**Construction Employment and Skills Strategy** means the strategy which is to be adopted by the Developer where it is the employer and which the Developer is to use Reasonable Endeavours to have its contractors and their sub-contractors adopt aimed at securing at least the Employment and Skills targets set out in Schedule 8 for the construction phase of the Development and which may include:

- a) pathways for residents from the London Borough of Hackney and the other Host Boroughs to secure employment, apprenticeships, work placement and training during the construction phase of the Development;
- b) arrangements to ensure close partnership working between the Developer, its partners and contractors, the Host Borough Local Labour Schemes and the Construction Operations Group (so long as the Construction Operations Group exists);
- c) approaches to raising awareness of opportunities and the proactive recruitment of Local Residents from the area of the London Borough of Hackney and the other Host Boroughs, including advanced notice of upcoming and expected vacancies, details of skills requirements, advertising all vacancies in Local Labour Schemes and job centres in each of the Host Boroughs, ring-fencing of opportunities and guaranteed interviews for Local Residents;
- d) initiatives and measures to provide employment and skills advice and programmes to assist Local Residents to gain employment in jobs related to the Development through partnerships with the Host Borough Local Labour Schemes;
- e) details of arrangements for interview feedback following interviews with any people put forward by Local Labour Schemes so that staff can address any skills/experience shortages that have been identified.

**Construction Industry Joint Council Working Rule Agreement** means the Working Rule Agreement for the construction industry published by the Construction Industry Joint Council on 1 May 2013 and any update thereto and which includes minimum pay rates for operatives employed in the building and civil engineering industry;

**Construction Operations Group** means the group established by LLDC to bring together strategic partners to steer resources, training and employment provision to meet the labour requirements coming forward from the transformation of Queen Elizabeth Olympic Park with an appropriately skilled local workforce, therefore delivering local socio-economic benefits;

**Cycle Hire Docking Station Contribution** means a capped sum of two hundred thousand pounds (£200,000), one hundred and fifty thousand pounds of which is paid towards the supply and installation of the cycle hire docking equipment, and fifty thousand of which (£50,000) is paid towards any remaining capital costs and the maintenance and management of cycle hire docking equipment and towards the management of the cycle hire scheme promoted by Transport for London in relation to the Cycle Hire Docking Station Site(s) secured under this Deed;

**Cycle Hire Docking Station Site(s)** means the two separate sites each capable of accommodating up to twenty-five Transport for London cycle hire docking stations as shown coloured yellow on drawing number 3538\_116 attached at Appendix 1 and where the context allows either one of them;

**Cycle Parking Strategy** means a strategy identifying:

- a) the proposed location within the Development of the Cycle Hub;
- b) the proposed location within the Site for at least seven hundred and seventy-two (772) cycle parking spaces of which:
  - o at least six-hundred and seventeen (617) spaces will be provided within the first year of Occupation comprising at least:
    - three hundred and sixty eight (368) secure bicycle parking facilities which are not in the public realm of which; and
    - one hundred and eighty five (185) bicycles parking facilities located in the public realm of which at least sixty (60) will be secure parking facilities
  - o the location of safeguarded land within the public realm capable of accommodating bicycle parking facilities for a further one hundred and fifty-five (155) bicycles;
- c) of the cycle parking spaces to be provided within the public realm (including those to be provided within the first year of Occupation), at least one hundred and forty (140) shall be provided as secure spaces;
- d) showering facilities per building;
- e) the timetable for the provision of the secure and public realm bicycle parking identified at (b) above together with the maintenance arrangements for such facilities; and
- f) the monitoring arrangements and appropriate trigger(s) to enable the need for additional bicycle parking to be identified and additional bicycle parking to be delivered. For the avoidance of doubt this may comprise annual reports to the Tenant's Action Group to enable them to call for additional (secure and public) cycle parking;

**Cycle Hub** means serviced commercial floorspace within the Development of at least fifty (50) square meters which is appropriate for use as a cycle repair facility with ancillary retail and which shall provide cycle repair advice and maintenance for occupiers and visitors to the Development. Such unit shall be identified in the Cycle Parking Strategy;

**Deed** means this Deed made pursuant to section 106 of the Act and all other enabling powers;

**Development** means the development of the Site or any part thereof and all other operations, works or material change of use authorised on the Site by the Planning Permissions;

**Education Facilities Travel Plan** means the Travel Plan for Educational Floorspace within the Site prepared in accordance with the TfL Travel Planning Guidance November 2013 or such replacement or updated guidance promulgated from time to time by TfL or any successor to TfL's statutory functions and is to be approved in writing by the LPA before such Education Facilities Travel Plan is implemented;

**Education Floorspace** means floorspace comprised within the Development which benefits from permitted use within class D1 of the Town and Country Planning (use Classes Order) 1987 (as amended);

**Education Unit** means the units permitted to be constructed as part of the Development comprising Education Floorspace;

**Financial Contributions** means the financial contributions specified in Paragraphs 1 and 2 of Schedule 2 to this Deed and "Financial Contribution" shall be construed accordingly;

**Fully Serviced** means in relation to a unit of Managed Workspace at least that the unit is secure, fully decorated, appropriately furnished for commercial tenants, serviced with fast Broadband and telephone connections, provided with appropriate kitchen and toilet facilities, with access to a manned reception, post handling and photocopying facilities and cleaned on a daily basis;

**GLA** means the Greater London Authority and its successors in function;

**Hackney Wick Station Contribution** means a sum of one million pounds £1,000,000 as a contribution towards upgrade works to Hackney Wick Station including access improvements (including lighting lifts signage and ramps and associated ticket hall improvements) and disability and discrimination compliance works;

**Historic Market Rent** means in relation to the Affordable Workspace, the average Market Rent for equivalent commercially run commercial floorspace within the London Borough of Hackney for the twelve month period immediately preceding the date on which the relevant Affordable Workspace Marketing Report is submitted;

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

**Host Borough Community Groups** means community groups which operate in the Host Boroughs or any one of them;

**IBC** means the International Broadcast Centre constructed under outline permission reference 07/90010/OUMODA;

**IBC Car Parking Spaces** means two hundred and twenty seven (227) of the three hundred and seven (307) car parking spaces provide within the MSCP pursuant to Application 1 to serve the IBC and the MMCR;

**Index** means the Building Costs Index as published by the Department for Business Innovations and Skills and includes any indices published by the above organisations (or any successors to their respective functions) which replaces such

index;

**Indicative Activities** means the making, displaying or marketing of products made by occupiers as described at Section 6.4.1 of the Design and Access Statement which accompanied the Applications the relevant extract of which is annexed to this Deed at Appendix 4;

**Indicative Tenant Drawings** means the drawings annexed to this Deed at Appendix 5;

**Initial Modal Split Baseline** means the split of modes of travel to and from the Site by employees at and visitors to the Development predicted in the transport assessment which accompanied the Applications of:

- (a) public transport – 60%;
- (b) Car, taxi, motorcycle – 23%; and
- (c) Walking and cycling – 17%;

**Interest** means interest at 2 (two) per cent above the base lending rate of a clearing bank from time to time to be approved by the LPA;

**iTrace** means the Transport for London travel plan management software which is used to facilitate a strategic approach to the management of sustainable travel by collecting a range of site-specific and personal travel survey data;

**LCSCPG** means the Legacy Communities Scheme Careers Programme Group established by the London Legacy Development Corporation pursuant to obligations under Schedule 9 of the section 106 agreement dated 28 September 2012 between the Olympic Delivery Authority, the London Legacy Development Corporation and Transport for London in connection with the grant of permission reference 11/90621/OUTODA so long as the group remains in existence;

**Legacy Careers Project** means the project aimed at inspiring extraordinary careers at the Queen Elizabeth Olympic Park and the surrounding areas details of which are appended to this Deed at Appendix 6;

**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;

**LLDC** means the London Legacy Development Corporation in its role as developer;

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

1. in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group;
2. in the London Borough of Hackney – the scheme known as "Ways into Work";
3. in the London Borough of Newham – the scheme known as "Workplace";
4. in the London Borough of Tower Hamlets – the scheme known as "Skillsmatch";

5. in the London Borough of Waltham Forest – the scheme known as "Worknet";

**Local Pedestrian and Cycle Route Contribution** means a total sum of one hundred and nineteen thousand pounds (£119,000) to be applied towards improving access and wayfinding to the Site by foot and by bicycle as follows:

1. towards signing, lining, surfacing and general improvements to the Lea Interchange and Ruckholt Road including alternative routes
2. towards signage, lighting and surfacing improvements on the towpath under the A106 Eastway bridge;
3. general wayfinding on the route from Hackney Wick to the Development via the H10 Bridge; and
4. such other measures to improve access or wayfinding to the Site by foot and bicycle as may be agreed between the parties;

**Local Resident** means a person whose primary residence is in a Host Borough;

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

**Managed Workspace** means units within Use Classes A1, A3, A4, A5, D1 or B1 as identified in the approved Managed Workspace Strategy. Such units shall be:

- a) Fully Serviced;
- b) of a size or sizes which are appropriate for small or start-up commercial undertakings; and
- c) let on terms requiring no more than one month's notice of termination of the lease by the tenant but otherwise on standard commercial terms;

**Managed Workspace Marketing Period** means a period of not less than 6 (six) months and such period shall not end less than 6 (six) months following the date which the Development is first Occupied;

**Managed Workspace Marketing Report** means a report prepared by the Developer or (where the Managed Workspace is let to an operator of managed workspace) the operator of the Managed Workspace setting out:

- a) the lease terms on which the Managed Workspace has been offered to a Managed Workspace Operator together with:
  - i) evidence as to how such lease terms compare with market lease terms for Managed Workspace elsewhere within the Host Boroughs using relevant benchmark data; and
  - ii) a reasoned explanation and justification as to how such lease terms are, in the opinion of the Developer, reasonable lease terms on which the Managed Workspace is to be offered;
- b) the steps (together with evidence) taken to comply with the Developer's obligation in Paragraph 2 of Schedule 7 to use Reasonable Endeavours to enter into an agreement for lease or grant a lease of the Managed Workspace during the Managed Workspace Marketing Period; and



- c) where appropriate a reasoned explanation and justification as to why it was not possible to enter into an agreement for lease or grant a lease of the Managed Workspace on the lease terms set out in the report;

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

- a) identifying the intended location of a minimum of one thousand (1,000) square metres of Managed Work Space within the Site together with unit sizes;
- b) setting out a timetable for the marketing and occupation of such Managed Workspace;
- c) explaining how such workspace is designed to meet the needs of start-up technology and other commercial undertakings;
- d) indicating the proposed lease terms and the proposed levels of rent (excluding any service charge payable) of the Managed Workspace together with an explanation of how those terms compare with the lease terms for comparable commercially run Fully Serviced managed workspace elsewhere within the Host Boroughs; and

which is to be approved by the LPA in writing prior to the marketing of the Managed Workspace and as may be varied from time to time with the written approval of the LPA;

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

**MMCR** means the Main Media Conference Room as constructed pursuant to planning permission reference 01/09534/AODODA;

**MMCR Car Parking Spaces** means eighty (80) of the three hundred and seven (307) car parking spaces provide within the MSCP pursuant to Application 1 to serve the IBC and the MMCR;

**MMCR Community Use Strategy** means a strategy for marketing the MMCR facilities to and promoting their use by community groups from the Host Boroughs, such strategy to include:

- a) principles for the promoting the use of the MMCR by Host Borough Community Groups for ten (10) community promoted events each calendar year provided that in calculating the number of community promoted events where an individual event is held on more than one day each day the event is held will count as a separate event;
- b) principles of how and when (including principles for the hours of use) the MMCR Facilities will be made available to Host Borough Community Groups;
- c) a complete schedule of costs to be levied for such uses and an explanation of how such costs shall be kept to the minimum necessary so as to facilitate such community use;
- d) the number of car parking spaces within the MCSP which shall be made available to attendees of and participants in any event promoted by a

Host Borough Community Group at the MMCR together with the number of such spaces to be made available at nil rental cost;

- e) all other terms under which use by Host Borough Community Groups will be governed;

**Monitoring Period** means a period ending ten (10) years following the date on which fifty-five thousand and sixty-nine (55,069) square metres of Commercial Floorspace within the Development is first Occupied;

**Monitoring Report** means a report prepared in accordance with the monitoring and review arrangements set out in the approved Educational Facilities Travel Plan or the Commercial Floorspace Framework Travel Plan (as appropriate) and the measures to be included in each Monitoring Report will include:

- a) the amount (in square meters) of Commercial Floorspace which is Occupied at the date the report is prepared;
- b) measures introduced and actions taken to promote the Travel Plans;
- c) details of the frequency and intensity of use of both the secure cycle parking spaces and those provided within the public realm by employees at and visitors to the Development together with details of any inadequacy of such provision;
- d) details of average annual occupancy rates of the Car Parking Spaces;
- e) details of trip generation rates;
- f) details of mode share and changes in mode share over time; and
- g) details of the extent to which the Travel Plans have achieved their targets and objectives within the preceding twelve months; and
- h) (where the objectives and/or targets specified in either or both travel plan(s) have not been met during the period covered by the Monitoring Report), details of enhanced and/or additional measures to bridge any shortfall in achieving the objectives and targets of the approved Travel Plan(s) together with a timetable for implementing such measures;
- i) If the triggers for installing additional cycle parking within the safeguarded areas identified in the Cycle Parking Strategy have been met, details of how that additional cycle parking has been provided;

and the information contained in the Monitoring Reports must be sufficient for the purposes of establishing when the average trips to and from the Development by car, taxi and motorcycle exceed the Initial Modal Split Baseline for that means of transport in any period of eighteen (18) consecutive months;

**MPC** means the main press centre as constructed pursuant to outline permission reference 07/90010/OUMODA;

**MPC Car Parking Spaces** means the one hundred and eighty-two (182) car parking spaces provided within the MSCP pursuant to Application 4;

**MPC Retail Units** means the units situated on the ground floor of the MPC and which are shown coloured pink on the Indicative Tenant Drawings and which are to be used for uses within Class A1, A3, A4 & A5 of the Town and Country Planning (use Classes Order) 1987 (as amended);

**MSCP** means the multi-storey car park as constructed pursuant to outline permission reference 07/90010/OUMODA;

**National Multiple Retailer** means retailers which operate from multiple retail units under common control and ownership spread widely over England and which have a strong corporate identity;

**Occupation** means Occupation for the purposes permitted by the Planning Permission(s) but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations or occupation of the IBC or use of the MSCP by BT;

**Occupation Phase Employment and Skills Strategy** means a strategy (the detail of which is appropriate to the day on which it is produced) which is to be adopted by the Developer where it is the employer and which the Developer will use Reasonable Endeavours to have Tenants sign up to aimed at securing at least the Employment and Skills targets set out in Schedule 8 for the occupation phase of the Development which may include:

- a) details of initial, future and ongoing skills, needs and expected job vacancies at the Development;
- b) pathways for residents from the London Borough of Hackney and the other Host Boroughs to secure employment, apprenticeships, work placement and training during the Occupation of the Development;
- c) arrangements to ensure close partnership working between the Developer, its partners, tenants and contractors, Hackney Ways into Work and the other Host Borough Local Labour Schemes and the LCSCPG;
- d) approaches to raising awareness of opportunities and the proactive recruitment of Local Residents from the area of the London Borough of Hackney and the other Host Boroughs, including advanced notice of upcoming and expected vacancies, details of skills requirements, advertising all vacancies in Local Labour Schemes and job centres in each of the Host Boroughs, ring-fencing of opportunities and guaranteed interviews for Local Residents;
- e) initiatives and measures to provide employment and skills advice and programmes to assist Local Residents to gain employment in jobs related to the Development through partnerships with the Host Borough Local Labour Schemes;
- f) details of arrangements for interview feedback following interviews with any people put forward by Local Labour Schemes so that staff can address any skills/experience shortages that have been identified;
- g) strategies to encourage Tenants to participate in education partnerships within the Host Boroughs to provide young people in the Host Boroughs through visits to support the national curriculum, work experience placements and access to relevant events at the Development;
- h) regular monitoring and review mechanisms, through the OPSS Monitoring Report to establish progress in achieving and improving on the Employment and Skills targets set out in this Deed;

**Original 106 Agreement** means the agreement made under section 106 of the Act between (1) the Olympic Delivery Authority, (2) London Development Agency dated 28<sup>th</sup> September 2007 and related to outline planning permissions reference

07/90010/OUMODA and 0790011/FUMODA and any supplemental agreements or variations thereto;

**OPESS Monitoring Report** means a report prepared by the Developer and submitted to the LPA in accordance with the monitoring and review arrangements set out in Schedule 8 of this Deed;

**Original Planning Conditions** means any planning conditions in relation to the planning permissions and reserved matters approvals granted in respect of the IBC, MPC or the MMCR prior to the date of this Deed including those granted pursuant to application references 07/90010/OUMODA, 10/09534/AODAA, and 09/90059/REMODA;

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

**Permissive Paths** means those paths which are shown by broken blue lines on drawing number 1458\_DWG\_SK\_152D contained at Appendix 1;

**Permitted Closures** means temporary closure of any Permissive Path and/or area of Publicly Accessible Open Space (or part thereof) in the following circumstances:

- a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety including as a consequence of the holding of events on the open areas of the Development;
- b) temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, alteration or resurfacing works of the area of the Permissive Path and/or Publicly Accessible Open Space in question or any building or land abutting the Permissive Path and/or Publicly Accessible Open Space;
- c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- d) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained;

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

**Planning Permission** means any one of the planning permissions subject to conditions granted pursuant to one of the Applications and Planning Permissions shall mean all such planning permissions;

**PP and PAOS Management Plan** means a scheme identifying the location and specification of the proposed Publicly Accessible Open Space (including all associated street furniture, lighting, security equipment and drainage) and setting out a strategy for the management and maintenance (including where appropriate repair and renewal) of such Publicly Accessible Open Space and the Permissive Paths;

**Publicly Accessible Open Space** means areas of coherent open space on the Site which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space as shown coloured pink on drawing number 3538\_118 annexed at Appendix 1;

**Public Realm Review** means an architectural review of the Public Realm Review

Areas as laid out on Practical Completion of the Development to establish whether the implemented design and surface treatment provides an appropriate setting and function for the activity actually undertaken on the Public Realm Review Areas and where the conclusion of that review is that the design or surface treatment of the public realm in the Yard does not provide an appropriate setting or function the review will make recommendations for changes to the public realm which could be accommodated to provide an appropriate setting and function;

**Public Realm Review Areas** means those areas of the public realm that are covered with concrete hard standing shown coloured pink on drawing number 3538\_117 annexed at Appendix 1;

**Practical Completion** means the issue of a certificate of practical completion by a suitably qualified architect or engineer as the case may be and the expressions "Complete" "Completion" and "Completed" shall be construed accordingly;

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

**Release Date** means the tenth (10<sup>th</sup>) anniversary of the date of this Deed;

**Serviced** means in relation to a Cycle Hire Docking Station Site, that substructure at the site and underground ducts to the site have been provided from a location to be approved within the Site by Transport for London to the Cycle Hire Docking Station Site(s) of such specification as is sufficient to accommodate any power supply and communications infrastructure and substructure reasonably necessary to enable the cycle hire docking facilities to be installed and operated. The substructure and ducting shall be to a specification approved by TfL and shall not be covered over until it has been approved by TfL in writing and 'Service' shall be construed accordingly;

**Site** means the whole of the land to which the Planning Permissions relates as the same is shown edged red on the drawing 1458\_DWG\_PL001 PL5 annexed at Appendix 1 and ownership details of which are set out in Schedule 1;

**Strategic Overview** means the document appended to this Deed at Appendix 7 which sets out the Developer's vision for the Development;

**Supplemental Section 106 Agreement** means an agreement substantially in the form set out in Appendix 3 to this Deed;

**Tenants Action Group** means the group established by the Developer pursuant to the obligations in Schedule 8 of this Deed to be known by this or such other appropriate name;

**Tenants** mean tenants and sub-tenants of individual units at the Development occupying one thousand (1,000) square metres of floorspace or more;

**TfL** means Transport for London and includes any successor in function to Transport for London;

**Travel Plan** means as the context allows, either or both the Education Facilities Travel Plan and the Commercial Floorspace Framework Travel Plan and 'Travel Plans' shall be construed accordingly.

**Travel Plan Co-ordinator** means the person appointed by the Developer who shall be responsible for securing implementation of the Travel Plans and the day-to-day management steps identified within the Travel Plans so as to secure the aims and objectives of such Travel Plans;

**Travel Plan Sub-Coordinators** means a person appointed by the Occupier of any facility within the Development employing more than twenty (20) people or with a



floorspace of more than two thousand and five-hundred (2,500) square metres;

**Travel Plan Working Group** means a group chaired by the Travel Plan Co-ordinator and including each Travel Plan Sub-Coordinator. The group shall work to promote implement and monitor the operation and effectiveness of the Travel Plans in securing the objectives and targets set out therein;

**TRAVL** means a multi-modal trip generation database designed specifically for use in London;

**Trip Mitigation Sum** means the sum of five hundred thousand pounds (£500,000) less any sum up to a maximum of £250,000 paid as a contribution or spent on works in either case agreed with the LPA pursuant to Paragraph 22.1 of Schedule 3;

**Vehicle Monitoring System** means a system for monitoring trips by cars, taxis and motorcycles to and from the Site details of which shall be either set out in the approved Education Facilities Travel Plan and the approved Commercial Floorspace Travel Plan or otherwise agreed with the LPA;

**Ways into Work Officer** means a person employed by the London Borough of Hackney whose role is to work with the Developer, its recruitment partners, contractors and tenants to help secure employment, apprenticeships, work placement and training opportunities for Local Residents at the Development;

**Working Day** means Monday to Friday inclusive but excluding days which are public holidays.

## 2 Construction of this Deed

### 2.1 In this Deed:

#### 2.1.1 unless otherwise indicated reference to any:

- (a) clause, schedule or appendix is to a clause of, schedule to or appendix to this Deed;
- (b) paragraph is to a paragraph of a schedule to this Deed;
- (c) reference within a schedule to a paragraph is to a paragraph of that Schedule;
- (d) part is to a part of a schedule to this Deed;
- (e) table is to a table of a schedule to this Deed;
- (f) recital is to a recital to this Deed; and
- (g) plan, is to a plan annexed to this Deed;

#### 2.1.2 references to any statute or statutory provision include references to:

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

- 2.1.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Deed and shall not be deemed to be an indication of the meaning of the parts of the Deed to which they relate;
- 2.1.4 any notice, notification, consent, approval, Deed, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing;
- 2.1.5 references to the Site include any part of it;
- 2.1.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include successors to such function;
- 2.1.7 references to any other party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party;
- 2.1.8 "including" means "including without limitation";
- 2.1.9 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 2.1.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 2.1.11 any obligation, covenant, undertaking or Deed by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or Deed not to permit or allow the doing of that act or thing;
- 2.1.12 save where expressly stated to the contrary, where in this Deed there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party.

2.2 The Interpretation Act 1978 shall apply to this Deed.

2.3 This Deed includes the Schedules, Recitals and Appendices to this Deed.

### 3 **Legal basis**

3.1 This Deed is made under section 106 of the Act and under section 201 of the Localism Act 2011.

3.2 The covenants, restrictions and requirements imposed on the Developer under this Deed create planning obligations pursuant to and for the purposes of section 106 of the Act so as to bind each of their interests as set out in Schedule 1 and are enforceable by the LPA as local planning authority against the Developer.

### 4 **Conditionality**

4.1 Save where expressly provided for in this Deed, this Deed is conditional upon and shall not take effect until the Planning Permissions have been granted.

5           **The Developer's covenants with the LPA**

5.1          The Developer covenants with the LPA:

5.1.1        as set out in Schedules 2 to 10;

5.1.2        not to encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out Provided That for the avoidance of doubt this clause does not prevent any disposal or dealing by the grant of a sub-lease or otherwise of the Developer's interest in the Site or from developing the Site in accordance with a planning permission (other than the Planning Permissions) obtained; and

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

(a)         actual Commencement of Development;

(b)         Occupation of each of the IBC, MPC and MMCR in accordance with the relevant Planning Permission.

6           **Developer's Covenant on acquisition of a legal interest in the Site**

6.1          Within seven (7) working days of the Developer acquiring a freehold or leasehold interest in all or any part of the Site it shall:

(a)         notify the LPA of such transaction;

(b)         enter into the Supplemental Section 106 Agreement for the purposes of ensuring that the obligations, covenants and undertakings in this Deed shall be binding on any such acquired interest; and

(c)         deliver the completed Supplemental Section 106 Agreement to the LPA.

6.2          The Developer shall not Commence nor Occupy nor allow any other party to Commence or Occupy any part of the Development before it has performed the requirements of Clause 6.1 of this Deed

7           **Undertaking not to enforce certain terms of the Original 106 Agreement**

7.1          From the date of completion and delivery of this Deed, the LPA shall not enforce the terms of the Original 106 Agreement or the Original Planning Conditions in respect of the Site.

8           **Financial Contributions and Indexation**

8.1          Where, pursuant to this Deed, 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 Deed.

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

8.3          Where any sum or value is referred to in this Deed (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 Deed until the date the sum or value falls to be considered or applied.

- 8.4 All payments or Financial Contributions to be paid pursuant to this Deed shall be made on the dates provided in this Deed and if paid late shall be paid with interest accrued calculated from the date such payments or Financial Contributions were due to the date of the actual payment at 2% above the base rate of a clearing bank to be approved in writing by the LPA. Clause 8.6 shall not apply to any interest so accrued.
- 8.5 The Developer acknowledges that the LPA will be entitled to treat any interest accrued on any payment or Financial Contribution made pursuant to this Deed as if it were part of the principal sum.
- 8.6 Following receipt of any payments or Financial Contribution from the Developer pursuant to any obligations contained in this Deed, the LPA covenants and undertakes to apply such payments or Financial Contributions only for the purposes specified in this Deed provided that for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer.
- 8.7 The LPA shall use Reasonable Endeavours to retain such documents as to evidence of expenditure and the items on which the payments or Financial Contributions made under this Deed have been spent and following a written request from the Developer to provide to the Developer such retained documents, information and assistance as may reasonably be required by the Developer to enable the Developer to prepare and substantiate its claim for capital allowances under Part 11 of the CAA2001 in respect of the payments or Financial Contributions made under this Deed.
- 8.8 Save where expressly stated to the contrary, the LPA shall return to the person who paid to the LPA the Financial Contribution pursuant to this Deed any sums from such payment or Financial Contribution that remain contractually uncommitted or unspent as at the fifth anniversary of payment.
- 8.9 If the LPA shall pay any monies paid by the Developer under this Deed to any third party or body (other than any employee of the LPA or supplier or contractor to the LPA) they shall use reasonable endeavours to obtain obligations from such person or body that:
- 8.9.1 the person or body will only use or expend such money for the purposes specified in this Deed or for which such money was paid;
- 8.9.2 the person or body will refund any unspent money to the LPA together with any unspent interest accrued on it if it is not spent within the periods specified in Clause 8.8 of this Deed;
- 8.9.3 to secure the provision of direct covenants in favour of the Developer that the person or body will comply with Clause 8.7.
- 8.10 Where sums have been paid to the LPA and the LPA has thereafter paid those sums to a third party then the LPA's obligation to repay any such sums pursuant to Clause 8.8 shall be conditional upon the repayment of any such sums by such third party to the LPA and the LPA shall not be obliged to repay such sums until such time as the sums have been repaid by such third party.

## 9 Notices

- 9.1 Any notice or other written communication to be served or given under the terms of this Deed 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:

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

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

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

**LPA:**

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

with a copy to:

Head of Development Management  
London Legacy Development Corporation – Planning Policy and Decisions Team  
Level 10  
1 Stratford Place  
Montfichet Road  
London E20 1EJ

**Developer:**

Gavin Poole  
Innovation City (London) Limited  
57 Berkeley Square,  
London W1J 6ER

Or such other person or address as the Developer may notify the LPA in writing.

**10 Satisfaction of any of the provisions of this Deed**

10.1 Where in the opinion of any Party any obligation, covenant, undertaking or other provision on the part of the Parties contained in this Deed has been satisfied wholly or in part, any of the Parties shall be entitled to apply to the LPA for a notification to that effect.

10.2 Where all of the obligations, covenants, undertakings and other provisions contained in this Deed have been satisfied wholly the LPA shall request that the London Borough of Newham, the London Borough of Hackney and the London Borough of Tower Hamlets (and in each case their respective statutory successors in function) to remove the entry in their respective Local Land Charges Register relating to this Deed.

**11 Verification and Enforcement**

11.1 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 at reasonable times and upon reasonable prior notice for the purpose of verifying



whether or not the obligations contained in this Deed are being performed and complied with PROVIDED THAT the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

**12 No Waiver**

12.1 The Parties acknowledge that no waiver (whether expressed or implied) by the LPA of any breach or default by any Party in performing or complying with any of the obligations, covenants or undertakings contained in this Deed 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 any Party.

**13 Duty to act Reasonably and in Good Faith**

13.1 The Parties agree to act reasonably and in good faith in the fulfilment of this Deed and where any approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed; and

13.2 Where the Developer submits under this Deed any strategy, plan, document or other details for approval the LPA shall be deemed to have approved the same unless details of any amendments or further information required is requested within 60 days of receipt of the relevant strategy, plan, document or other details, unless such strategy, plan, document or other details is called-in for consideration by the members of the LPA in which case any approval or details of any amendments required by the LPA shall be provided within 5 days of the relevant members committee meeting.

**14 Contracts (Rights of Third Parties) Act 1999**

14.1 The Parties to this Deed do not intend that any term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed and for the avoidance of doubt the terms of this Deed may be varied by agreement between the Parties without the consent of any third party being required in accordance with the provisions of section 106A of the Act.

**15 Change in Ownership**

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

**16 The LPA'S Legal and Other Costs**

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

**17 VAT**

17.1 If VAT becomes payable on payments made under this Deed that VAT will be

additional to the sums required provided that the payor will be entitled to valid VAT receipts in respect of any vatable supplies properly incurred under this Deed.

**18 Miscellaneous**

- 18.1 If any provision of this Deed is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Deed is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 18.2 Other than where expressly stated within this Deed nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 18.3 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Deed 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.
- 18.4 No obligation in this Deed 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 receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 18.5 This Deed shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of individual Commercial Units or individual Education Units within the Development
- 18.6 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically in respect of land to which a Planning Permission relates if (and from the date that) such Planning Permission lapses without the Development envisaged by such Planning Permission being Commenced or if such Planning Permission is otherwise revoked, withdrawn or (without the consent of the Owner) modified.
- 18.7 Other than the Planning Permissions nothing in this Deed 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 Deed.
- 18.8 Where this Deed imposes an obligation, that obligation shall be enforceable against any Developer that takes any steps or allows any steps to be taken which triggers such obligation in respect of their land.

**19 Dispute Resolution**

- 19.1 One party may by serving notice on all the other parties (the "**Notice**") refer a dispute relating to the Developer's performance of its obligations under Schedules 3 (Transport), 4 (Public Realm Delivering the Vision), 7 (Affordable Workspace Strategy) and 6 (Managed Workspace Strategy) to an expert for determination.
- 19.2 The Notice must specify:
- 19.2.1 The nature, basis and brief description of the dispute;
  - 19.2.2 The Clause or paragraph of the relevant Schedule in relation to which the dispute has arisen; and
  - 19.2.3 The identity of the proposed expert.

- 19.3 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 19.7 provides otherwise) to nominate the expert.
- 19.4 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.
- 19.5 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 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.
- 19.6 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.
- 19.7 Where the Parties are unable to agree whom should be appointed as the expert, either Party may request that:
- (a) in the case of disputes under Schedules 7 (Affordable Workspace) and 6 (Managed Workspace) the President of the Royal Institution of Chartered Surveyors nominate the expert at their joint expense.
  - (b) in the case of disputes under Schedule 3 (Transport) the President of the Chartered Institution of Highways and Transportation nominate the expert at their joint expense.

## 20 **Jurisdiction and Legal Effect**

- 20.1 This Deed shall be governed by and interpreted in accordance with the law of England.
- 20.2 The provisions of this Deed (other than this Clause 18.2 which shall be effective in any event) shall be of no effect until this Deed has been dated.

## 21 **Execution**

- 21.1 The Parties have executed this Deed as a deed and it is delivered on the date set out at the front of this Deed.
- 21.2 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts and each counterpart shall constitute an original of this Agreement but together the counterparts shall constitute one document.

## **SCHEDULE 1– TITLE**

The Freehold of the Site is owned by the London Legacy Development Corporation registered at the Land Registry (with other land) under title numbers EGL533902 and EGL533901.

The Developer has the benefit of an agreement for lease in respect of the Site dated 29 January 2013 and a lease dated 19 February 2013 in relation to part ground floor and part upper floor and mezzanine floor in the IBC.

## SCHEDULE 2 – GENERAL PLANNING OBLIGATIONS

### Transport Contributions

- 1 No Development shall be Occupied before the Developer has paid to the LPA the following contributions:
  - 1.1.1 the Hackney Wick Station Contribution; and
  - 1.1.2 the Local Pedestrian and Cycle Route Contribution.
- 2 Following first Occupation of the Development and within twenty-eight (28) days of
  - 2.1.1 the date of the written notice served by the LPA or TfL under Paragraph 7 of Schedule 3 requiring the transfer of either or both of the Cycle Hire Docking Station Site(s) the Developer shall pay seventy-five percent of the Cycle Hire Docking Station Contribution to the LPA or as directed by the LPA;
  - 2.1.2 the date of written notification of completion of the installation of cycle hire docking facilities on any Cycle Hire Docking Station Site(s) the Developer shall pay the remaining twenty-five percent of the Cycle Hire Docking Station Contribution to the LPA or as directed by the LPA.

### Monitoring

- 3 No Development shall Commence before the Developer has paid a sum of ten thousand pounds (£10,000) to be applied by the LPA towards the LPA's costs incurred in monitoring the Developer's compliance with this undertaking.

## SCHEDULE 3 – TRANSPORT

### Cycling

- 1 No part of the IBC or MPC and MMCR shall be Occupied before the Cycle Parking Strategy has been submitted to and approved in writing by the LPA unless otherwise agreed in writing by the LPA.
- 2 No part of the IBC or MPC and MMCR shall be Occupied before the approved Cycle Parking Strategy as applicable to the relevant building(s) in accordance with the requirements set out in the table below has been implemented. The facilities provided pursuant to the Cycle Parking Strategy shall thereafter be retained in accordance with the approved Cycle Parking Strategy unless otherwise agreed in writing by the LPA.

	Secure Parking	Cycle	Public Realm Cycle Parking	Safeguarded secure and public realm Cycle Parking Sites
IBC	210		144	155
MPC and MMCR	158		41	
Spaces to be allocated in the Cycle Parking Strategy		64		
<b>Total</b>	<b>772</b>			

- 3 The Developer shall use Reasonable Endeavours to secure on commercial terms an operator of the Cycle Hub (unless otherwise agreed with the LPA in writing) within two years of the date of first Occupation of the Development.
- 4 Where an operator for the Cycle Hub is secured in accordance with Paragraph 3 of this Schedule the Cycle Hub shall not be used other than for the repair and retail of bicycles for a period of 5 years commencing from commencement of the use unless otherwise agreed by the LPA in writing.

### Cycle Hire Docking Station

- 5 Subject to Paragraphs 6 and 8 of this Schedule and up to the Release Date the Developer shall keep the Cycle Hire Docking Station Site(s) free from built development or other structures other than any development to provide or associated with cycle hire docking facilities by TfL or any agent of TfL.
- 6 The Developer shall at its own expense landscape the Cycle Hire Docking Station Site(s) in accordance with the landscaping proposals in the relevant Application and shall maintain such landscaping pending any transfer of a Cycle Hire Docking Station Site to TfL or at the LPA's direction.
- 7 If before the Release Date (but not before first Occupation of The Development) the Developer receives written notice from the LPA or TfL requesting the grant of an interest in the Cycle Hire Docking Station Site(s) the Developer shall offer to grant an



interest at the direction of the LPA or TfL and at a peppercorn such interests in and rights over the Cycle Hire Docking Station Site(s) together with any reasonably necessary rights over the unbuilt parts of the Site which are required for the installation and use by the public of such site as a cycle hire docking station provided that such interest shall provide a right for the Developer to relocate the cycle hire docking station at the Developer's cost and with the written consent of the LPA in the event of future redevelopment of the Site.

8 If before the Release Date, TfL confirm in writing that a Cycle Hire Docking Station Site(s) will not be required, the obligations in Paragraphs 5, 6, 7, and 9 of this Schedule in relation to such site(s) shall be absolutely discharged.

9 The Developer shall Service the Cycle Hire Docking Station Site(s) before the grant of any interest in the Cycle Hire Docking Station Site(s) made pursuant to Paragraph 7 of this Schedule

#### **Transport and Travel Plans**

10 No part of the Development shall be Occupied before:

10.1 the Travel Plan Co-ordinator has been appointed and their name, address, telephone number and email address notified to the LPA; and

10.2 subject to the obtaining of all necessary consents and the co-operation and (where required) the assistance or delivery by the highway authority the approved Vehicle Monitoring System has been implemented and is operating to the satisfaction of the LPA.

11 No part of the Education Floorspace shall be Occupied before the Education Facilities Travel Plan has been submitted to and approved in writing by the LPA and any measures applicable to the relevant Education Floorspace which are stipulated to be implementable prior to Occupation have been implemented.

12 No part of the Commercial Floorspace shall be Occupied before the Commercial Facilities Travel Plan has been submitted to and approved in writing by the LPA and any measures applicable to the relevant Commercial Floorspace which are stipulated to be implementable prior to Occupation have been implemented.

13 From Occupation of the Education Floorspace to use Reasonable Endeavours to procure:

13.1 implementation and/or execution of the Educational Facilities Travel Plan with any amendments thereto adopted in a Monitoring Report approved pursuant to this Schedule:

13.2 the appointment of a Travel Plan sub-coordinator for each separate education institution employing more than twenty people operating from the Development and that their name(s), address(es), telephone number(s) and email address(es) notified to the LPA and the Travel Plan coordinator.

14 From Occupation of the Commercial Floorspace:

14.1 where the Developer is in Occupation of any of the Commercial Floorspace to undertake the implementation and/or execution of the Commercial Floorspace Facilities Travel Plan in relation to such floorspace together with any amendments thereto adopted in a Monitoring Report approved pursuant to this Schedule; and

14.2 in the case of Commercial Floorspace where the Developer is not in occupation to use Reasonable Endeavours to procure that each tenant (including BT) of any commercial unit in the Development with floorspace of two-thousand and five

hundred (2,500) square metres or more executes the Commercial Floorspace Facilities Travel Plan in relation to operation of their unit together with any amendments thereto adopted in a Monitoring Report approved pursuant to this Schedule

- 15 No unit of Commercial Floorspace of or exceeding two thousand five hundred (2,500) square metres shall be Occupied before a Commercial Floorspace Framework Travel Plan sub-coordinator for such unit has been appointed and their name, address, telephone number and email address notified to the LPA and the Travel Plan Co-ordinator;
- 16 The Developer shall use Reasonable Endeavours to include provisions in any lease or licence of any part of the Development requiring any occupier of such part of the Development to comply with the provisions of the Commercial Framework Travel Plan or the Educational Facilities Travel Plan (as relevant) as approved by the LPA and with any amendments thereto proposed in a Monitoring Report approved pursuant to this Schedule.

### **Monitoring Reports**

- 17 The Developer shall submit the Monitoring Reports to the LPA for its written approval as follows:
- a) a full report to be submitted on the date 2 years following the date of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of Commercial Floorspace within the Development and thereafter on the second, fourth, sixth, eighth and tenth anniversary of such date;
  - b) in the case of each twelve (12) month period following the date of first Occupation of the Development until the date of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of Commercial Floorspace within the Development of an interim report; and
  - c) in the case of the first anniversary of the date of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of Commercial Floorspace within the Development, an interim report.

18 The results of the monitoring carried out pursuant to the Educational Facilities Framework Travel Plan or the Commercial Floorspace Framework Travel Plan shall be iTrace and TRAVL compliant or compliant with such other subsequent or replacement best practice guidance as shall apply at the date that the monitoring and review is carried out

19 Within 20 working days of the date of a written refusal (including reasons) by the LPA to approve any Monitoring Report submitted under this Schedule, the Developer shall amend and resubmit the refused Monitoring Report for the LPA's written approval. In amending the Monitoring Report, the Developer shall explain how the resubmitted report takes account of the LPA's reasons for refusal.

### **Travel Plan Measures**

20 Each Travel Plan shall:

20.1 include full details of:

- (a) a system to monitor trips by cars, taxis and motorcycles to and from the Site together with details of any monitoring equipment;
- (b) a system for monitoring the modal share of trips to and from the Development;

- (c) a system to monitor the frequency and intensity of the use of the Car Parking Spaces;
- (d) a system to monitor the frequency and intensity of the use of the Cycle Parking Spaces so as to assess on an annual basis the demand within the Development for secure and public space cycle parking by both employees and visitors to the Development;
- (e) how the system will be maintained;
- (f) details of what level of information will be included in full reports and what level of information will be included in interim reports;
- (g) how the data will be collected for the applicable Monitoring Report;
- (h) how the results will be reported to the LPA; and
- (i) how the use of sustainable means of transport (other than cars, taxis and motor cycles) to and from the Site by staff and visitors will be monitored;

20.2 Include:

- 20.2.1 Details of the Initial Modal Split Baseline;
- 20.2.2 subsequent targets to progressively reduce the number of trips to and from the Site by car, taxi and motorcycle from the Initial Mode Split Baseline figure of 23% to at least 20% during the Monitoring Period;
- 20.2.3 identify appropriate measures to encourage and increase sustainable modes of travel to and from the Development so as to exceed the figures in the Initial Modal Split Baseline for public transport, walking and cycling; and
- 20.2.4 appropriate triggers and a timetable for installing additional cycle parking facilities within the safeguarded land identified in the approved Cycle Parking Strategy so as to meet any demand for secure or public cycle parking spaces (as appropriate) which is not met by those already provided.

21 The measures identified under Paragraph 20.2.3 of this Schedule may include but are not restricted to:

- 21.1 publicity about public transport;
- 21.2 measures to encourage behavioural change;
- 21.3 the provision of physical infrastructure including but not limited to additional secure cycle parking;
- 21.4 the introduction of or increase in any charges for car parking within the MSCP or the introduction of restrictions on parking within the MSCP;
- 21.5 legal or other arrangements entered into between the Developer and any provider of public transport facilities to improve accessibility to the Development by public transport.

## Transport Mitigation Measures

- 22 If the average trips to and from the Development by car, taxi and motorcycle as recorded by the monitoring arrangements set out in the approved Travel Plans exceed the Initial Modal Split Baseline for that means of transport in any period of eighteen (18) consecutive months during the Monitoring Period, the Developer shall:
- 22.1 agree with the LPA measures additional to any measures set out in an approved Travel Plan or Monitoring Report to reduce the number of trips to and from the Development by car and taxi below the Initial Modal Split Baseline. Such measures may include but shall not be limited to:
- (a) the provision of or contributions towards the delivery of physical infrastructure designed to reduce reliance on cars; and/or
  - (b) the introduction of or increase in any charges for car parking within the MSCP or the introduction of further restrictions on parking within the MSCP; and/or
  - (c) legal or other arrangements entered into between the Developer and any provider of public transport facilities to improve accessibility to the Development by public transport;
- provided that the cost of works under (c) above to the Developer or the amount of any contribution made under (a) above shall not exceed two hundred and fifty thousand pounds (£250,000) and where the works or measures are within the Developer's control the Developer shall use Reasonable Endeavours to complete the works or measures within eighteen (18) months of the identified works or measures being agreed by the LPA;
- 22.2 provide a full Monitoring Report for each 12 month period during the Monitoring Period following the agreement of the additional measures proposed pursuant to paragraph 22.1 provided that this obligation shall cease if two consecutive full Monitoring Reports provided pursuant to this paragraph demonstrate that the average trips to and from the Development by car, taxi and motorcycle measured over a period of twelve (12) consecutive months remain below or at the Initial Modal Split Baseline or on payment of the Trip Mitigation Sum whichever is the earlier;
- 22.3 if after implementation of the measures agreed pursuant to paragraph 22.1 (which where physical measures or increased services are to be provided means after completion or the bringing in of those measures) the average trips to and from the Development by car, taxi and motorcycle as recorded by the monitoring arrangements set out in the approved Travel Plans over a consecutive period of twelve (12) months during the Monitoring Period exceed the Initial Modal Split Baseline for that means of transport, then the Developer shall pay the Trip Mitigation Sum as a one-off payment to the LPA within twenty-eight (28) days of a demand notice from the LPA.
- 23 The LPA shall spend any Trip Mitigation Sum paid pursuant to this Schedule on improved sustainable transport measures for the benefit of the Development and the LPA shall use Reasonable Endeavours to agree such spending with the Developer.

## Car Parking

- 24 Unless otherwise agreed by the LPA the IBC Car Parking Spaces, the MPC Car Parking Spaces and the MMCR Car Parking Spaces shall not be used before:

- 24.1 ten per cent (10%) of each of them have been fitted out with active electric vehicle charging points; and
- 24.2 a further ten per cent (10%) of each of them have been serviced with such electricity connections and other services as are required to install and operate electric vehicle charging points and the technical specification of such electric vehicle charging points has been approved in writing by the LPA.
- 25 For the avoidance of doubt, the requirements of Paragraphs 24.1 and 24.2 of this Schedule shall apply only to the number of IBC Car Parking Spaces, MPC Car Parking Spaces and MMCR Car Parking Spaces as are actually available from time to time for use by occupiers of the Development and each ten per cent (10%) is by reference to the two hundred and sixty-nine (269) additional spaces which are being permitted pursuant to the Permissions and shall be subject to the freeholder owner of the MSCP providing their consent to the installation of the electric vehicle charging points.
- 26 If any Monitoring Report submitted following the fifth anniversary of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of the Commercial Floorspace shows that a proportion of the Car Parking Spaces provided pursuant to the Planning Permissions are used on less than twenty-five per cent (25%) of the working days during the year to which the Monitoring Report relates, such proportion of car parking spaces shall be taken permanently out of use for occupiers of the Development PROVIDED THAT the number of Car Parking Spaces available for occupiers of the Development shall not be required to be less than four hundred and forty (440) (including spaces for Blue Badge Holders) and for the avoidance of doubt, the requirements of this paragraph shall apply only to the number of IBC Car Parking Spaces, MPC Car Parking Spaces and MMCR Car Parking Spaces as are actually available from time to time for use by occupiers of the Development
- 27 On the tenth anniversary of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of the Commercial Floorspace of the Development, forty-nine (49) of the Car Parking Spaces (not including any spaces reserved for Blue Badge Holders or for any Car Club) shall be taken out of service PROVIDED THAT the number of car parking spaces within the Development which are available for occupiers of the Development shall not be required to be less than four hundred and forty (440) (including spaces for Blue Badge Holders).
- 28 On the fifteenth anniversary of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of the Commercial Floorspace within the Development a further sixty-nine (69) Car Parking Spaces (not including any spaces reserved for Blue Badge Holders or for any Car Club) shall be taken out of service PROVIDED THAT the number of car parking spaces within the Development which are available for occupiers of the Development shall not be required to be less than three hundred and seventy-one (371) (including spaces for Blue Badge Holders).

#### SCHEDULE 4 – PUBLIC REALM – DELIVERING THE VISION

- 1 Unless consent has been obtained for a non-concrete treatment of the Public Realm Review Areas (in which case such alternative treatment shall be implemented by the Developer within three calendar months of such approval or such longer period as may be agreed with the LPA) the Developer shall monitor the number of days on which the Public Realm Review Areas are meaningfully used for the Indicative Activities during the Activity Monitoring Period and shall submit the results of the monitoring to the LPA.
- 2 Where the monitoring referred to in Paragraph 1 of this Schedule indicates that the Public Realm Review Areas have not been meaningfully used for the Indicative Activities for at least seventy-five (75) days during the Activity Monitoring Period the Developer shall:
  - 2.1 undertake the Public Realm Review;
  - 2.2 submit the Public Realm Review to the LPA for its written approval within six (6) months of the Public Realm Review being triggered and;
  - 2.3 use Reasonable Endeavours to secure the LPA's written approval of any design or surface treatments of the Public Realm Review Areas proposed in the Public Realm Review.
- 3 Where the Public Realm Review concludes that the design or surface treatment of the Public Realm Review Areas does not provide an appropriate setting or function given the actual activity to which the Public Realm Review Areas are being put to, the Developer shall (subject to obtaining any statutory consents required to implement a revised surface treatment) implement the design or surface treatment of the Public Realm Review Area as approved in writing by the LPA within twelve (12) months of the later of the dates of such written approval by the LPA or any necessary statutory consents being obtained.
- 4 Prior to and during the period of twelve (12) months from Practical Completion of the MPC Retail Units the Developer shall use reasonable endeavours to market the MPC Retail Units and one thousand two hundred and fifty (1,250) square metres of any Class A1 retail units brought forward in the IBC to retailers who are not a National Multiple Retailer in accordance with the Strategic Overview with the aim of achieving the indicative tenant mould for the MPC as shown on the Indicative Tenant Drawings.

## SCHEDULE 5 – COMMUNITY USES

- 1 No part of the Development shall be Occupied before the Developer has submitted the MMCR Community Use Strategy to the LPA and obtained its written approval thereof. Following its approval pursuant to this Schedule, the MMCR shall be Occupied in accordance with the approved MMCR Community Use Strategy unless otherwise agreed in writing with the LPA.
- 2 The Developer shall use its Reasonable Endeavours to ensure that any lease of the MMCR includes an obligation requiring the tenant of the MMCR to comply with the terms of this Schedule.
- 3 In each calendar year from first Occupation of the MMCR until the fifth anniversary of the first Occupation of the MMCR, the Developer shall make the MMCR available and procure that the MMCR is made available in accordance with the approved MMCR Community Use Marketing Strategy for at least ten (10) events promoted by local community groups provided that in calculating the number of events where an event is held on more than one day each day that the event is held shall constitute a separate event. Use of the MMCR for at least three such events shall be offered without any facility venue hire charge.



## SCHEDULE 6 – MANAGED WORKSPACE

- 1 Not later than the date being six (6) months from the date of first Occupation of the Commercial Floorspace to submit the Managed Workspace Strategy for approval in writing by the LPA.
- 2 The Developer shall:
  - (1) only market the Managed Workspace in accordance with the approved Managed Workspace Strategy; and
  - (2) where an agreement for lease or a lease for the Managed Workspace has been completed or granted (as applicable) during the Managed Workspace Marketing Period the Developer shall thereafter use Reasonable Endeavours (including where appropriate repeating the marketing arrangements set out in this Schedule to secure subsequent tenants) to procure that the Managed Workspace shall only be occupied in accordance with the approved Managed Workspace Strategy.
- 3 Where an agreement for lease or a lease for the Managed Workspace (or any part) has not been completed or granted (as applicable) within the Managed Workspace Marketing Period the Developer shall submit the Managed Workspace Marketing Report to the LPA for approval; and:
  - 3.1 If the LPA does not approve in writing the Managed Workspace Marketing Report (acting reasonably) or it is not approved following reference to Dispute Resolution, the Developer shall continue to market the unlet Managed Workspace for a further period of six (6) months and the provisions of Paragraphs 2 and 3 shall re-apply;
  - 3.2 Where the LPA has approved in writing the Managed Workspace Marketing Report (or it has been approved by Dispute Resolution) and at the date of approval no offer substantially in accordance with the terms set out in the approved Managed Workspace Strategy has been received the Developer shall not be required to provide the unlet Managed Workspace as part of the Development.
- 4 Unless otherwise agreed in writing with the LPA, every tenth (10th) year from first Occupation of the Managed Workspace as Managed Workspace the Developer shall submit to and secure the LPA's written approval (not to be unreasonably withheld or delayed) of a review of how effectively the Managed Workspace is used (having regard to the aims of the Managed Workspace Strategy). Such review can recommend continuation of the current letting arrangements or appropriate alternative arrangements aimed at achieving the objectives of the Managed Workspace Strategy as is appropriate for the date at which the review is prepared. Any recommendations in the report will be implemented from the date of their written approval by the LPA.

## SCHEDULE 7 – AFFORDABLE WORKSPACE

- 1 Not later than the date being six (6) months from the date of first Occupation of the Commercial Floorspace to submit the Affordable Workspace Strategy to the LPA for approval.
- 2 The Developer shall:
  - (a) only market the Affordable Workspace in accordance with the approved Affordable Workspace Strategy; and
  - (b) where an agreement for lease or a lease for the Affordable Workspace has been completed or granted (as applicable) during the Affordable Workspace Marketing Period the Developer shall thereafter use Reasonable Endeavours (including where appropriate repeating the marketing arrangement set out in this Schedule to secure subsequent tenants) to procure that the Affordable Workspace shall only be occupied in accordance with the approved Affordable Workspace Strategy;
- 3 Where an agreement for lease or a lease for the Affordable Workspace (or any part) has not been completed or granted (as applicable) within the Affordable Workspace Marketing Period the Developer shall submit the Affordable Workspace Marketing Report to the LPA for approval;
- 4 If the LPA does not approve in writing the Affordable Workspace Marketing Report (acting reasonably) or it is not approved following reference to Dispute Resolution, the Developer shall continue to market the unlet Affordable Workspace for a further period of six (6) months and the provisions of Paragraphs 2 and 3 shall re-apply;
- 5 Where the LPA has approved in writing the Affordable Workspace Marketing Report (or it has been approved by Dispute Resolution) and at the date of approval no offer substantially in accordance with the terms set out in the approved Affordable Workspace Strategy has been received the Developer shall not be required to provide the Affordable Workspace as part of the Development.
- 6 Unless otherwise agreed in writing with the LPA, every tenth (10th) year from first Occupation of the Affordable Workspace as Affordable Workspace the Developer shall submit to and secure the LPA's written approval (not to be unreasonably withheld or delayed) of a review of how effectively the Affordable Workspace is Occupied (having regard to the aims of the Affordable Workspace Strategy). Such review can recommend continuation of the current letting arrangements or appropriate alternative arrangements aimed at achieving the objectives of the Affordable Workspace Strategy as is appropriate for the date at which the review is prepared. Any recommendations in the report will be implemented from the date of their written approval by the LPA.

## **SCHEDULE 8 – EMPLOYMENT AND SKILLS**

### **1 Employment and skills targets**

1.1 The Developer shall use Reasonable Endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) and Tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to:-

1.1.1 ensure the recruitment of Local Residents account for at least twenty-five per cent (25%) of the construction jobs arising from the Development and twenty-five per cent (25%) of end use jobs in all categories of use granted permission pursuant to the Planning Permissions;

1.1.2 promote and encourage the payment of all employees employed at the Development in both construction and end-use jobs at least at the London Living Wage or in relation to construction jobs pay rates set by the Construction Industry Joint Council Working Rule Agreement (if higher);

1.1.3 provide work-based training opportunities, including apprenticeship opportunities, at the Development for five per cent (5%) of the construction workforce over the duration of the construction period, as well as five per cent (5%) of the end-use workforce and of those at least fifty per cent (50%) shall be offered to a Local Resident; and

1.1.4 to participate in and support the Legacy Careers Project so long as such project exists;

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

### **2 Employment and skills strategy: Construction Phase**

2.1 Prior to Commencement the Developer shall submit the Construction Employment and Skills Strategy to the LPA and to the Constructions Operation Group for comment; and

2.2 The Developer shall no later than Commencement carry out the construction phase of the Development in accordance with such approved Construction Employment and Skills Strategy.

### **3 Employment and skill strategy: Occupation Phase**

3.1 The Development shall not be Occupied:

3.1.1 before the Developer has submitted the Occupation Phase Employment and Skills Strategy to the LCSCPG for its written comment together with a copy of the same to the LPA; and

3.1.2 before the LPA has approved the Occupation Phase Employment and Skills Strategy in writing.

3.2 The Developer shall review and if necessary (as agreed by the Tenants Action Group) refresh the Occupation Phase Employment and Skills Strategy for each subsequent twelve (12) month period that the Development is Occupied and where it is refreshed submit it as part of its OPESS Monitoring Report to the LPA for its written approval.