



**DATED** 15 June **2021**

- (1) THE LONDON LEGACY DEVELOPMENT CORPORATION  
and  
(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM  
and  
(3) IQL S10 TRUSTEE I LIMITED and IQL S10 TRUSTEE II LIMITED each acting as  
trustees on behalf of the IQL S10 TRUST  
and  
(4) STRATFORD CITY BUSINESS DISTRICT LIMITED

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**PLANNING OBLIGATION BY AGREEMENT**

made pursuant to section 106 of the  
Town and Country Planning Act 1990 and all other  
enabling powers relating to Plot S10 of the  
International Quarter, Stratford City Zone 2  
(also known as International Quarter London, South),  
Westfield Avenue, London, Stratford, E20 1GL

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Herbert Smith Freehills LLP

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THIS AGREEMENT IS MADE ON 15 JUNE 2021

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ (the "**LLDC**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London, E16 2QU ("**Newham Council**");
- (3) **IQL S10 TRUSTEE I LIMITED** a company incorporated and registered in Jersey (under company registration number RC130929) and **IQL S10 TRUSTEE II LIMITED** a company incorporated and registered in Jersey (under company registration number RC130931), each of whose registered offices are at 3rd Floor, Liberation House, Castle Street, St Helier, Jersey, Channel Islands JE1 2LH, in their capacity as trustees of the **IQL S10 TRUST** (together, the "**S10 Tenant**"); and
- (4) **STRATFORD CITY BUSINESS DISTRICT LIMITED** a company incorporated in England and Wales (Company Number 07328908) whose registered offices are at 20 Triton Street, Regent's Place, London NW1 3BF (the "**Freeholder**").

**RECITALS**

- (A) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 (effective from 1 October 2012 and made pursuant to powers, inter alia, in the 2011 Act) the LLDC is the local planning authority for the Application Site for the purposes of Part III of the 1990 Act and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Freeholder is the freehold owner of the Application Site registered (together with other land) at the Land Registry with freehold title absolute under title number TGL377871.
- (C) The S10 Tenant has a leasehold interest in the Application Site and has a pending application to the Land Registry to be registered as the proprietor in respect of such land interest.
- (D) Newham Council is the local highway authority for the area in which the Application Site is situated.
- (E) The Planning Application was validated by the LLDC on 28 April 2020.
- (F) On 27 October 2020 the LLDC resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (G) Accordingly, the LLDC, Newham Council, the S10 Tenant and the Freeholder have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

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

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

<b>"1999 Act"</b>	means the Contracts (Rights of Third Parties) Act 1999;
<b>"2011 Act"</b>	means the Localism Act 2011;
<b>"Above Ground Works"</b>	means construction of the Development at or above ground level being a height above the underground basement structure level;
<b>"Agreement"</b>	means this agreement made pursuant to section 106 of the 1990 Act and all other enabling powers;
<b>"Alternative Public Realm Management Plan"</b>	<p>means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Publicly Accessible Open Space, such management plan to include:</p> <ul style="list-style-type: none"> <li>(a) details of and specification for the required management and maintenance arrangements (including tree planting and maintenance);</li> <li>(b) details of the management body responsible for maintenance;</li> <li>(c) details of the frequency of maintenance;</li> <li>(d) repair and renewal arrangements;</li> <li>(e) hours of opening;</li> <li>(f) lighting and provision of litter bins; and</li> <li>(g) drainage, boundary treatment and provision of play equipment;</li> </ul>
<b>"Application Site"</b>	means the land which is the subject of the Planning Application shown edged red on Plan 1;
<b>"Apprentice"</b>	means an apprentice as defined by the National Apprenticeships Service and <b>"Apprentice Opportunities"</b> shall be construed accordingly;
<b>"Approved Drawings"</b>	means the drawings to be approved by the Planning Permission together with any drawings approved by a S73 Permission (as each may be varied by any S96A Amendments);
<b>"Architects"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) in respect of the building comprised in the Development, Makower Architects; and</li> <li>(b) in respect of the external public realm and landscaping comprised in the Development, Gustafson, Porter and Bowman,</li> </ul> <p>and <b>"Architect"</b> means any one of them if the context so permits;</p>
<b>"Carbon Offset Contribution"</b>	means the sum to be calculated in accordance with paragraph 19 of Schedule 1 and which is to be applied towards the Carbon Offset Fund;
<b>"Carbon Offset Fund"</b>	means the scheme established by the LLDC to fund

carbon reduction projects that meet the LLDC's carbon fund investment criteria in accordance with its Carbon Offset Local Plan Supplementary Planning Document dated August 2016;

<b>"Carpenter's Land Bridge"</b>	means the bridge connecting IQL South with the adjoining development known as Stratford Waterfront/East Bank (currently consented under planning permission 2018/00470/OUT) and provided in the location shown for indicative purposes only with a broken green line on Plan 2;
<b>"Carpenter's Land Bridge Sum"</b>	means the sum of <b>£4,500,000</b> (which shall not be Indexed) to be paid to the LLDC under paragraph 12 of Schedule 1 (or such lower amount (if any) payable under paragraph 13 or 14 of Schedule 1 (as the case may be)) and which is to be applied by the LLDC towards the construction and improvement of the Carpenter's Land Bridge;
<b>"Carpenter's Land Bridge Sum Remainder"</b>	<p>means the sum (S) which is calculated in accordance with the following formula:</p> $S = CLBS - (CPAA - O)$ <p>where:</p> <p>CLBS = the Carpenter's Land Bridge Sum;</p> <p>CPAA = the total amount paid by the Developer under clause 6 of the CIL Payment Agreement; and</p> <p>O = any CIL Overpayment claimed by the Developer from the LLDC;</p>
<b>"CIL Overpayment"</b>	means an overpayment of the LLDC CIL and repayable by the LLDC in accordance with Regulation 75 of the CIL Regulations and payable under paragraph 14 of Schedule 1 (as the case may be);
<b>"CIL Payment Agreement"</b>	means the agreement entered into on or about the date of this Agreement between the LLDC and the Developer in relation to the early payment of LLDC CIL in respect of the Development;
<b>"CIL Regulations"</b>	means the Community Infrastructure Levy Regulations 2010;
<b>"Commencement"</b>	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, works required pursuant to pre-commencement planning conditions attached to the Planning Permission, remediation works, noise attenuation works, diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or

services, the erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **"Commence"** and **"Commenced"** shall be construed accordingly;

<b>"Commencement Date"</b>	means the date upon which the Development is first Commenced;
<b>"Community Infrastructure Levy"</b>	means the community infrastructure levy introduced by Part 11 of the Planning Act 2008 and the Community Infrastructure Levy Regulations 2010;
<b>"Completed"</b>	means completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development or relevant part thereof and <b>"Complete"</b> and <b>"Completion"</b> shall be construed accordingly;
<b>"Consent"</b>	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation however expressed;
<b>"Construction Period"</b>	means the period starting on the Commencement Date and ending on the date of Completion of the Development;
<b>"Design Application"</b>	means one of the following: <ul style="list-style-type: none"> <li>(a) an application to the LLDC for the approval of details pursuant condition 4 of the Planning Permission;</li> <li>(b) an application to the LLDC for a S96A Amendment which seeks amendments to the Approved Drawings; or</li> <li>(c) an application to the LLDC for a S73 Permission which seeks amendments to the Approved Drawings;</li> </ul>
<b>"Design Monitoring Costs"</b>	means the monies paid in accordance with paragraph 2.2.2 of Schedule 5 to meet the LLDC's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Application Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings <b>PROVIDED THAT</b> the total amount payable shall not exceed £50,000 (Indexed);
<b>"Design Team Statement"</b>	means a written statement by the Developer specifying the design team involved in the preparation of the Design Application and which shall confirm the role of the Architects in the preparation of that Design Application;
<b>"Developer"</b>	has the meaning given to it in Clause 1.2.9

<b>"Development"</b>	means development of the Application Site and all other operations and works authorised by the Planning Permission;
<b>"Dispute"</b>	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
<b>"District Energy Network"</b>	means the Olympic Park district energy network;
<b>"Employment and Training (Construction) Contribution"</b>	means the sum of <b>£332,115</b> Indexed to be paid to Newham Council pursuant to paragraph 1 of Schedule 3 for the purpose of implementing the construction and training initiatives to reduce worklessness in the Growth Boroughs described in Schedule 3, the details of such initiatives to be agreed by the Developer and Newham Council prior to their implementation;
<b>"Employment and Training (End User) Contribution"</b>	means the sum of <b>£469,706</b> Indexed to be paid to Newham Council pursuant to paragraph 2 of Schedule 3 to be applied towards end-user employment training activities in connection with the Development;
<b>"Energy Strategy"</b>	means the document submitted with the Planning Application entitled "Sustainability and Energy Statement" prepared by Norman Disney & Young and dated August 2020 (and including (if any) the relevant addendum or replacement thereof as may be submitted to the LLDC in connection with the relevant Reserved Matters Application for the Development);
<b>"Expert"</b>	means the expert appointed in accordance with the provisions of Clause 9 to determine a Dispute;
<b>"First Reception Survey"</b>	means a survey to be carried out by the Reception Consultant to assess the standard of digital terrestrial and satellite television reception to the Surrounding Properties;
<b>"Growth Boroughs"</b>	means the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest;
<b>"Highways Agreement"</b>	means an agreement or agreements between the Developer and Newham Council pursuant to section 278 of the Highways Act 1980 providing for the Site Access s278 Works to be carried out and completed by the Developer;
<b>"Index"</b>	means the national All-in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or if such index shall cease to be published such equivalent alternative index as agreed by the LLDC

	and the Developer;
<b>"Indexed"</b>	means in relation to a sum that it is to be increased or decreased in accordance with Clause 14;
<b>"Interest"</b>	means interest at 2% above the base lending rate of Barclays Bank plc from time to time;
<b>"IQL South"</b>	means the land shown edged blue on Plan 1;
<b>"LLDC CIL"</b>	means Community Infrastructure Levy chargeable by the LLDC pursuant to a charging schedule published by the LLDC in its capacity as a Community Infrastructure Levy charging authority pursuant to Part 11 of the Planning Act 2008;
<b>"Mitigation Measures"</b>	means such technological measures as are determined by the Reception Consultant to be reasonably necessary to restore the quality of terrestrial and/or satellite television reception to the affected Surrounding Properties;
<b>"Newham Workplace"</b>	means Newham Council's job brokerage and supply chain programme established to ensure that local people and businesses benefit from jobs and pathways to employment initiatives arising from the regeneration of the London Borough of Newham and whose address is Boardman House, 64 Broadway, Stratford, E15 1NT (or any other body or programme that takes on these functions or such other entity as Newham Council may nominate to perform the same obligations);
<b>"Occupation"</b>	means beneficial occupation for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out; decoration or occupation for marketing or display; or occupation in relation to security operations and <b>"Occupy"</b> , <b>"Occupied"</b> and <b>"Occupier"</b> shall be construed accordingly;
<b>"Parties"</b>	means the parties to this Agreement and the word <b>"Party"</b> shall mean any one of them;
<b>"Plan 1"</b>	means Drawing No. IQL-A-MKA-S10-LXX-DR-06-001 P01 appended to this Agreement at Appendix 1 showing the Application Site and IQL South;
<b>"Plan 2"</b>	means Drawing No. IQL-A-MKA-SW-LXX-DR-06-002 P02 appended to this Agreement at Appendix 1 showing the location of the Carpenter's Land Bridge;
<b>"Plan 3"</b>	means Drawing No. IQL-A-MKA-S10-LXX-DR-06-008 appended to this Agreement at Appendix 1 showing for illustrative purposes only with purple cross-hatching the location of the Site Access s278 Works;



<b>"Plan 4"</b>	means the plans entitled 'IQL Plot S10 Digital Terrestrial Television Shadow' and 'IQL Plot S10 Digital Terrestrial Satellite Shadow' (respectively) appended to this Agreement at Appendix 1 showing the area within which Surrounding Properties are situated;
<b>"Planning Application"</b>	means the application for outline planning permission submitted to the LLDC and given reference number 20/00146/OUT;
<b>"Planning Permission"</b>	means the planning permission that may be granted subject to conditions for the proposals within the Planning Application, the form of which is attached at Appendix 2;
<b>"Publicly Accessible Open Space"</b>	has the meaning given to it in paragraph 1 of Schedule 2;
<b>"Reasonable Endeavours"</b>	<p>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 the other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other Parties of the fulfilment of the relevant obligation) may be reasonable to expect:</p> <ul style="list-style-type: none"> <li>(a) in the case of the Developer, of a competent commercial developer in the context of the Development;</li> <li>(b) in the case of the LLDC, of a competent local planning authority acting reasonably in the context of its statutory functions; and</li> <li>(c) in the case of Newham Council, of a competent local highway authority acting reasonably in the context of its statutory functions;</li> </ul>
<b>"Reception Consultant"</b>	means a consultant specialising in matters relating to television reception;
<b>"Requisite Consents"</b>	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders or other consents under the Highways Act 1980 and/or the obtaining of consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;
<b>"Reserved Matters Approval"</b>	means any approval of the reserved matters which are required to be submitted for approval pursuant to condition 4 of the Planning Permission;
<b>"Retail Unit"</b>	means any unit within the building constructed pursuant to the Planning Permission and for which

the permitted use under the Planning Permission is within any of use classes A1, A2, A3, A4, A5 and/or D1;

<b>"Second Reception Survey"</b>	means a further survey to be carried out by the Reception Consultant to reassess the impact of the Development on terrestrial and satellite television reception to Surrounding Properties and setting out any proposed Mitigation Measures if required;
<b>"S73 Permission"</b>	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act;
<b>"S96A Amendment"</b>	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act;
<b>"Site Access s278 Works"</b>	means the works to be carried out within the public highway shown for illustrative purposes only on Plan 3 and comprising the new junction between the public highway and the new road which is to be constructed to provide vehicular access to the completed Development;
<b>"Stratford City Estate Management Framework"</b>	means the Stratford City Site Wide Strategy of that name approved pursuant to condition C1 of the planning permission granted by the Olympic Delivery Authority on 30 March 2012 and having reference number 10/90641/EXTODA so far as it applies to IQL South and as amended from time to time;
<b>"Stratford Station Improvements Contribution"</b>	means the sum of <b>£500,000</b> Indexed to be paid by the Developer to the LLDC as a contribution towards Transport for London's scheme of improvements to reduce congestion at Stratford station (or towards such other scheme or works in the vicinity of the Application Site as may be determined by the LLDC in consultation with TfL provided the relevant scheme or works directly benefits the Development);
<b>"Surrounding Properties"</b>	means properties within areas of potential shadow resulting from the Development from satellite and terrestrial television transmitters as shown on Plan 4 which is attached at Appendix 1;
<b>"TV Reception Mitigation Payment"</b>	means a sum equivalent to the estimated cost of carrying out the Mitigation Measures required for the relevant Surrounding Properties;
<b>"Utility Undertaker"</b>	means any provider of gas, electricity, energy, water, sewage, heating, cooling or telecommunications services occupying premises within the Application Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Application Site;
<b>"VAT"</b>	means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature

which may be substituted for or levied in addition to it);

**"Westfield Avenue Contribution"**

means the sum of **£2,000,000** Indexed to be paid by the Developer to the LLDC as a contribution towards the Westfield Avenue Enhancement Works (or as may otherwise be applied by the LLDC in accordance with paragraph 11 of Schedule 1);

**"Westfield Avenue Enhancement Works"**

means enhancement works to reduce the carriageway width of Westfield Avenue (which adjoins the Application Site) from four lanes to two lanes and to use the former vehicle lanes for additional public realm and improved walking and cycling facilities; and

**"Working Day"**

means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December (in one year) and 1 January (in the next year) inclusive.

1.2 In this Agreement:

1.2.1 unless otherwise indicated, reference:

- (a) to any Clause, Schedule or Appendix is to the relevant clause of or schedule or appendix to this Agreement;
- (b) to any paragraph is to the relevant paragraph of a Schedule to this Agreement;
- (c) within a Schedule to a paragraph is to the relevant paragraph of that Schedule; and
- (d) to any Recital is to a recital to this Agreement;

1.2.2 references to any statute or statutory provision include references to:

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

SAVE THAT references in this Agreement to 'use classes' shall be construed as references to such use classes as stated in the Town and Country Planning (Use Classes) Order 1987 in force as at 31 August 2020 and such construction shall not be affected by changes to that Order after that date;

1.2.3 headings, the table of contents and the titles of any plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;

- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made, given or submitted in writing;
- 1.2.5 references to the Application Site and the Publicly Accessible Open Space include any part of the Application Site and the Publicly Accessible Open Space respectively;
- 1.2.6 save where expressly provided in this Agreement, references to the LLDC shall comprise the London Legacy Development Corporation in its capacity as local planning authority and, where the London Legacy Development Corporation ceases to be the local planning authority for the area in which the Application Site is situated, shall include its successors to the functions of the local planning authority;
- 1.2.7 save where expressly provided in this Agreement, references to Newham Council shall comprise Newham Council in its capacity as local highway authority and, where Newham Council ceases to be the local highway authority for the area in which the Application Site is situated, shall include its successors to the functions of the local highway authority;
- 1.2.8 references to the Freeholder and the S10 Tenant include:
- (a) persons deriving title from them;
  - (b) persons claiming through or under them an interest or estate in the Application Site; and
  - (c) their successors, assigns, transferees;
- 1.2.9 references to the Developer include:
- (a) the Freeholder and the S10 Tenant; and
  - (b) persons listed in Clause 1.2.8 (a) – (c);
- 1.2.10 "including" means "including without limitation";
- 1.2.11 unless otherwise indicated, references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.12 unless otherwise indicated, words importing persons include firms, companies, other corporate bodies or legal entities and vice versa; and
- 1.2.13 words denoting an obligation on a Party to do any act, matter or thing include an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of such restriction.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable the legality, validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement there is any reference to an expression of satisfaction, certificate, approval, agreement or other Consent to be given or made by the LLDC or Newham Council then such expression of satisfaction, certificate, approval, agreement or other Consent shall be requested in writing and the LLDC or Newham Council (as

the case may be) shall not unreasonably withhold or delay the giving or making of the same.

- 1.6 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Consent for the purposes of this Agreement.
- 1.7 The Freeholder and the S10 Tenant covenant to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement.
- 2. EFFECT OF THIS AGREEMENT**
- 2.1 This Agreement is made pursuant to:
- 2.1.1 section 106 of the 1990 Act;
  - 2.1.2 section 1 of the 2011 Act;
  - 2.1.3 section 111 of the Local Government Act 1972;
  - 2.1.4 section 16 of the Greater London Council (General Powers) Act 1974; and
  - 2.1.5 all other powers so enabling.
- 2.2 The LLDC is the local planning authority having the power to enforce the planning obligations contained in this Agreement.
- 2.3 Subject to Clauses 2.4, 2.6, 2.7 2.9, 2.10 and 2.11, the obligations, covenants and undertakings on the part of the Developer in Schedules 1 to 5 are planning obligations pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the S10 Tenant's and the Freeholder's respective interests in the Application Site and with the intent that they shall be enforceable by the LLDC not only against the Freeholder and the S10 Tenant but also against any successors in title to or assigns of or transferees of either of them and/or any person claiming through or under the Freeholder and/or the S10 Tenant an interest or estate in the Application Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.
- 2.4 Notwithstanding Clause 1.2.8, the obligations contained within this Agreement shall not be binding upon nor enforceable against:
- 2.4.1 a Utility Undertaker; nor
  - 2.4.2 the individual occupiers or tenants in occupation of commercial premises at the Development.
- 2.5 Save to the extent that the same would be lawful, nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LLDC of any of its statutory powers, functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with his interest in the Application Site or his interest in that part of the Application Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

- 2.7 Notwithstanding Clause 1.2.8, no obligation, covenant or undertaking in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Application Site nor any receiver appointed by such chargee or mortgagee nor any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into actual possession of the Application Site or part thereof to which such obligation, covenant or undertaking relates.
- 2.8 The LLDC shall request registration of this Agreement as a local land charge by Newham Council.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 2.11 In the event that the LLDC agrees pursuant to an application under section 73 of the 1990 Act to any variation or discharge of any condition in the Planning Permission or if any such condition is varied or discharged following an appeal under section 78 of the 1990 Act then the covenants and provisions of this Agreement shall be deemed to bind the varied permission and shall apply in equal terms to the new planning permission save where the LLDC or the Secretary of State (as the case may be) in determining such application or appeal determines that consequential amendments are required to this Agreement and in such circumstances a modification of this Agreement shall be required in accordance with section 106A of the 1990 Act.

### 3. **CONDITIONALITY**

- 3.1 Subject to Clauses 3.2 and 3.3, this Agreement is conditional upon and shall not take effect until:
- 3.1.1 the LLDC has granted the Planning Permission; and
- 3.1.2 the Commencement Date has occurred.
- 3.2 Notwithstanding Clause 3.1, this Clause 3 and Clauses 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17 and 18 shall take effect immediately on the date of this Agreement.
- 3.3 Notwithstanding Clause 3.1, Clause 4 shall take effect immediately upon the grant of Planning Permission, but only insofar as it relates to paragraphs 1, 6, 12, 13, 14 and 17 of Schedule 1 and the whole of Schedule 5.

### 4. **THE DEVELOPER'S COVENANTS**

- 4.1 The Developer covenants with the LLDC that it will:
- 4.1.1 perform and comply with the obligations, covenants and undertakings on the part of the Developer contained in the Clauses of this Agreement and in Schedules 1 to 5; and
- 4.1.2 not encumber nor otherwise deal with its interest in the Application Site nor any part or parts thereof in any manner whereby the obligations, covenants and undertakings on the part of the Developer contained in this Agreement would be impossible to perform.

- 4.2 The Developer covenants with Newham Council that it shall perform and comply with the obligations, covenants and undertakings on the part of the Developer contained in Schedule 3 and paragraphs 1 to 3 of Schedule 1 and the Parties hereby agree that Newham Council shall not be entitled to enforce any other obligations, covenants and undertakings on the part of the Developer contained in this Agreement.
- 4.3 The Developer covenants with the LLDC that it will notify the LLDC of the anticipated date of first Occupation within 7 Working Days of the Commencement Date and will notify the LLDC of any revised anticipated date of first Occupation from time to time.
- 4.4 The Developer covenants with the LLDC and Newham Council that:
- 4.4.1 it shall not apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the life of the Development unless otherwise agreed by Newham Council or unless the Developer becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970;
- 4.4.2 any premises at the Application Site let by the Developer to a tenant shall not be Occupied unless the covenant set out in Clause 4.4.1 is contained in the lease for those premises;
- 4.4.3 it shall use Reasonable Endeavours to enforce the covenant set out in Clause 4.4.1 against the relevant tenant in the event it is breached; and
- 4.4.4 it shall not let to any person or Occupy or allow any person and/or company to Occupy any premises at the Application Site unless a notice has been served on such person and/or company that the covenant set out at Clause 4.4.1 is contained in the relevant lease and therefore such person shall not be entitled (unless otherwise agreed by Newham Council or unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted an on-street parking permit to park a vehicle on the public highway.

## 5. THE LLDC'S COVENANTS WITH THE DEVELOPER

- 5.1 The LLDC covenants with the Developer that it will:
- 5.1.1 perform and comply with the obligations, covenants and undertakings on the part of the LLDC contained in this Agreement;
- 5.1.2 apply all sums received from the Developer under the terms of this Agreement only for the purposes specified in this Agreement for which they are paid;
- 5.1.3 not more than once each calendar year provide such evidence to the Developer as it shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under the terms of this Agreement;
- 5.1.4 pay to the Developer (or to the person who made the relevant payment if not the Developer) such amount of any sum received from the Developer (or other such payor, as relevant) under the terms of this Agreement which has not been expended within ten years of the date of receipt by the LLDC together with Interest; and
- 5.1.5 in the event that the Planning Permission is quashed following successful legal challenge, pay to the Developer (or to the person who made the relevant payment if not the Developer) any sum received from the Developer

(or other such payor, as relevant) under the terms of this Agreement which has not been expended or committed to be expended.

## 6. NEWHAM COUNCIL'S COVENANTS WITH THE DEVELOPER

6.1 Newham Council covenants with the Developer that it shall:

- 6.1.1 perform and comply with the obligations, covenants and undertakings on the part of the Newham Council contained in this Agreement;
- 6.1.2 apply all sums received from the Developer under the terms of this Agreement only for the purposes specified in this Agreement for which they are paid;
- 6.1.3 provide such evidence to the Developer as it shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under the terms of this Agreement;
- 6.1.4 pay to the Developer (or to the person who made the relevant payment if not the Developer) such amount of any sum received from the Developer under the terms of this Agreement which has not been expended within five years of the date of receipt by Newham Council together with interest; and
- 6.1.5 in the event that the Planning Permission is quashed following successful legal challenge, pay to the Developer (or to the person who made the relevant payment if not the Developer) any sum received from the Developer under the terms of this Agreement which has not been expended.

## 7. NOTICES

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

- 7.1.1 if delivered by hand, the next Working Day after the day of delivery; and
- 7.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

7.2 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:

### LLDC:

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

For the attention of: Anthony Hollingsworth



**Newham Council:**

Address: Inclusive Economy and Housing  
Planning & Development Service  
London Borough of Newham  
Newham Dockside  
1000 Dockside Road  
London E16 2QU

For the attention of: Director of Planning & Development, c/o Developer  
Contributions Team

**The S10 Tenant:**

Address: 3<sup>rd</sup> Floor, Liberation House  
Castle Street  
St Helier  
Jersey  
Channel Islands  
JE1 2LH

For the attention of: The Trustees of IQL S10 Trustee I Limited and IQL S10  
Trustee II Limited

With a copy to: Herbert Smith Freehills LLP  
Exchange House  
Primrose Street  
London EC2A 2EG

For the attention of: Head of Planning Law

**The Freeholder:**

Address: 20 Triton Street  
Regent's Place  
London  
NW1 3BF

For the attention of: Project Director – The International Quarter

With a copy to: Herbert Smith Freehills LLP  
Exchange House  
Primrose Street  
London EC2A 2EG

For the attention of: Head of Planning Law

7.3 Any notice or other written communication to be given by the LLDC or Newham Council shall be deemed valid and effectual if on its face it is signed on behalf of the LLDC, or Newham Council (as the case may be) by an officer or duly authorised signatory.

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

8.1 The Developer shall monitor and keep a written record of its compliance with the obligations, covenants, undertakings and other provisions contained in this Agreement including all correspondence and notices from LLDC in relation to the same and shall make such records available to LLDC upon request.

- 8.2 Subject to the Developer's compliance with Clause 8.1 and where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part or any condition attached to the Planning Permission has been complied with wholly or in part, the Developer shall be entitled to apply to the LLDC for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied or condition has been complied with (wholly or in part), the LLDC shall as soon as reasonably practicable issue a written notification to such effect.
- 8.3 A notification pursuant to Clause 8.1 may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied or condition has been complied with in relation to part of the Application Site.
- 8.4 Where in the opinion of the LLDC, any obligation, covenant, undertaking or other provision on the part of the LLDC contained in this Agreement has been satisfied wholly or in part, the LLDC shall be entitled to apply to the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part), the Developer shall as soon as reasonably practicable issue a written notification to such effect.
- 8.5 A notification pursuant to Clause 8.4 may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Application Site.
- 8.6 The Developer shall pay the LLDC's reasonable administrative and legal costs in its performance of its obligations under Clauses 8.2 and 8.3.

## 9. DISPUTE RESOLUTION

- 9.1 In the event of any Dispute arising between the Parties, the same may be referred to an Expert for determination by any Party notifying the other Parties of such intention (the "Notice").
- 9.2 The Notice must specify:
- 9.2.1 the nature, basis and brief description of the Dispute;
  - 9.2.2 the Clause of this Agreement or paragraph of a Schedule to this Agreement in respect of which the Dispute has arisen; and
  - 9.2.3 the proposed Expert.
- 9.3 The Expert shall be an independent person of at least 10 years standing in the area of expertise relevant to the Dispute and in the event that the Parties are unable to agree who should be appointed as the Expert within 10 Working Days after the date of the Notice then any Party may request:
- 9.3.1 if such Dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
  - 9.3.2 if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
  - 9.3.3 if such Dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;

- 9.3.4 if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 9.3.5 in all other cases, the President of the Law Society to nominate the Expert.
- 9.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties and whose costs shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 9.5 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 9.6 The Expert shall be required to give notice to each of the parties to the Dispute inviting each of them to submit to him within 20 Working Days or such other period as he may specify from the date of his appointment written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further 10 Working Days in respect of any such submission and material.
- 10. NO WAIVER**
- 10.1 No waiver (whether expressed or implied) by the LLDC of any breach or default by the Developer in performing or complying with any of the Developer's obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LLDC from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.
- 10.2 No waiver (whether expressed or implied) by the Developer of any breach or default by the LLDC or Newham Council in performing or complying with any of their respective obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Developer from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the LLDC or Newham Council.
- 11. DUTY TO ACT REASONABLY AND IN GOOD FAITH**
- 11.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations, covenants and undertakings contained in this Agreement.
- 12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- 12.1 Except for successors in title and successors to statutory functions and save for those persons identified in Clauses 2.4 and 2.7 (insofar as such persons seek to enforce or rely on those Clauses), a person who is not a party to this Agreement shall not have any rights under the 1999 Act to enforce any term of this Agreement.
- 13. LEGAL COSTS**
- 13.1 The Developer agrees that it will on completion of this Agreement pay the LLDC's reasonable legal costs (including VAT on those costs, but only to the extent such VAT is not recoverable, whether by way of set off or otherwise, by the LLDC) properly incurred in the negotiation and completion of this Agreement (inclusive of any such

reasonable costs properly incurred by external lawyers appointed by the LLDC in relation to the negotiation and completion of this Agreement)

- 13.2 The Developer agrees that it will on completion of this Agreement pay Newham Council's reasonable legal costs properly incurred in the negotiation and completion of this Agreement

14. **INDEXATION**

- 14.1 Unless otherwise indicated in this Agreement and save for the Carpenter's Land Bridge Sum, all payments and financial contributions to be paid pursuant to this Agreement will be increased (and not decreased) by reference to the amount of the quarterly increase in the relevant Index from the date of this Agreement until the date payment is due.

- 14.2 Where any sum or value, save for the Carpenter's Land Bridge Sum, is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date the payment or financial contribution was agreed until the date the sum or value falls to be considered or applied.

15. **INTEREST**

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

16. **COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010**

- 16.1 The Parties agree that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the tests in regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

17. **JURISDICTION AND LEGAL EFFECT**

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

18. **LIABILITY OF TRUSTEES**

- 18.1 IQL S10 Trustee I Limited and IQL S10 Trustee II Limited (the "**S10 Trustees**") are each entering into this Agreement as joint managing trustees of the IQL S10 Trust (the "**S10 Unit Trust**") and, as such, any liability on either S10 Trustee's part pursuant to this Agreement or arising as a result of any part of this Agreement shall be, to the fullest extent permitted by law, limited to the net assets held on trust from time to time for the S10 Unit Trust which are in each S10 Trustee's possession or under its control as joint managing trustee of the S10 Unit Trust.
- 18.2 Notwithstanding any other provision of this Agreement, the S10 Trustees shall have no obligation to meet any claim or liability under this Agreement except to the extent that it can properly meet the claim or liability out of the net assets from time to time of the S10 Unit Trust.
- 18.3 The parties hereto acknowledge that the effect of this Clause 18 is that they shall have no recourse to any assets of the S10 Trustees other than those assets from time to time comprising the net trust fund of the S10 Unit Trust.

18.4 Any limitations referred to above shall not apply in the case of fraud on the part of the S10 Trustees.

18.5 The parties acknowledge that reference to the S10 Trustees in this Agreement is reference to IQL S10 Trustee I Limited and IQL S10 Trustee II Limited in their capacity as joint managing trustees of the S10 Unit Trust and reference to actions of the S10 Trustees is reference to actions of the S10 Trustees in their capacity as joint managing trustees of the S10 Unit Trust only and not to any corporate or other capacity.

19. **EXECUTION**

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

**IN WITNESS** whereof the Parties hereto have executed this Agreement as a deed the day and year first above written

## SCHEDULE 1

### TRANSPORT, ENERGY AND INFRASTRUCTURE IMPROVEMENTS

#### Highways Agreement

1. With effect from the earliest date on which all Reserved Matters Approvals in respect of the Development have been issued, the Developer and Newham Council will use Reasonable Endeavours to enter into the Highways Agreement prior to the Commencement Date.
2. Paragraph 1 shall cease to apply in the event that an agreement is entered into under section 278 of the Highways Act 1980 (and under any other relevant enabling powers) by a person other than the S10 Tenant or the Freeholder and which provides for the construction of the Site Access s278 Works (with or without other works) by that other person.
3. Unless otherwise agreed in writing by the LLDC, the Development shall not be Occupied unless and until the Site Access s278 Works have been Completed and are available for use by the public.

#### Stratford Station Improvements

4. The Developer covenants to pay the Stratford Station Improvements Contribution to the LLDC prior to any Above Ground Works in respect of the Development.
5. The Developer will not carry out any Above Ground Works in respect of the Development until the Stratford Station Improvements Contribution has been paid to the LLDC.

#### Westfield Avenue Contribution

6. The Developer covenants to pay the Westfield Avenue Contribution to the LLDC as follows:
  - 6.1 to pay **£500,000** of the Westfield Avenue Contribution by not later than 31 March 2022; and
  - 6.2 to pay the remaining **£1,500,000** of the Westfield Avenue Contribution prior to commencing any Above Ground Works.
7. The Developer will not commence any Above Ground Works until the Westfield Avenue Contribution has been paid to the LLDC.
8. Subject to paragraph 11 below, the LLDC agrees to the following obligations in relation to the evaluation and design of the Westfield Avenue Enhancement Works:
  - 8.1 following receipt by the LLDC of the Westfield Avenue Contribution, the LLDC shall as soon as reasonably practicable undertake the evaluation and design of the Westfield Avenue Enhancement Works and provide a copy of the draft detailed drawings and specifications for the Westfield Avenue Enhancement Works to the Developer;
  - 8.2 the Developer shall, within 10 Working Days of receipt of the draft detailed drawings and specifications, have the opportunity (acting reasonably) to provide comments thereon to the LLDC;
  - 8.3 the LLDC shall have due regard to any such comments (to the extent the same are reasonable);

- 8.4 the LLDC shall not be required to incorporate any comments of the Developer which, in its reasonable opinion, would compromise the exercise of any statutory duty or power to which it is subject or on grounds which the LLDC considers reasonable;
- 8.5 if the Developer provides comments within the timescale set out above and the LLDC agrees the comments, the LLDC will provide the Developer with a further draft as soon as reasonably practicable; and
- 8.6 the process referred to in paragraphs 8.2 to 8.5 shall be repeated until the LLDC in its absolute discretion (acting reasonably) considers that no further design changes are required in respect of the Westfield Avenue Enhancement Works,
9. In undertaking the decision-making processes referred to in paragraphs 8.2 to 8.5 the LLDC shall consult with Newham Council.
10. In the event that the Developer does not provide the LLDC with comments on the initial draft detailed drawings and specifications within the time period set out in paragraph 8.2 above, the draft detailed drawings and specifications will be deemed to be agreed by the Developer on the expiry of that time period.
11. In the event that at any time the LLDC determines not to bring forward the Westfield Avenue Enhancement Works, the LLDC shall serve notice on the Developer to that effect and thereafter may use the Westfield Avenue Contribution to fund projects and schemes to improve connections to the Application Site through Westfield Avenue, and in such circumstances the provisions of paragraphs 8 and 9 above shall apply *mutatis mutandis* to any such alternative proposals.

#### **Carpenter's Land Bridge Payment**

12. Subject to paragraphs 13 and 14, the Developer covenants to pay the Carpenter's Land Bridge Sum on 31 December 2023.
13. The total amount of LLDC CIL in respect of the Development that has been paid on or before the relevant dates for payment specified in the CIL Payment Agreement as at 31 December 2023 shall be treated as a credit against the amount due for payment under paragraph 12 above such that for the avoidance of doubt the sum payable under paragraph 12 shall be the Carpenter's Land Bridge Sum less the amount of LLDC CIL so paid on or before the relevant dates for payment specified in the CIL Payment Agreement PROVIDED THAT any payment of LLDC CIL made after the relevant dates for such payment specified in the CIL Payment Agreement shall not be deducted from the amount of the Carpenter's Land Bridge Sum.
14. For the avoidance of doubt in the event that the amount of LLDC CIL in respect of the Development that is paid on or before the relevant dates for payment specified in the CIL Payment Agreement is equal to or greater than the Carpenter's Land Bridge Sum then no sum shall be payable under paragraph 12 of this Schedule.
15. To the extent that there is a CIL Overpayment claimed by the Developer and reimbursed by the LLDC the CIL Overpayment shall not be capable of being deducted from the Carpenter's Land Bridge Sum. In the event that any CIL Overpayment is claimed by the Developer and reimbursed by the LLDC subsequent to the Carpenter's Land Bridge Sum being paid in full pursuant to paragraph 12 then the Developer shall pay the Carpenter's Land Bridge Sum Remainder as soon as reasonably practicable and no later than three months after any CIL Overpayment is reimbursed by the LLDC.
16. The provisions of paragraphs 8 and 9 above shall apply *mutatis mutandis* to the design and evaluation of the LLDC's Carpenter's Land Bridge proposals as if

references therein to the "Westfield Avenue Contribution" and "Westfield Avenue Enhancement Works" were references to "Carpenter's Land Bridge Sum or the first instalment of any LLDC CIL payable in respect of the Development (whichever is the first to be paid)" and "Carpenter's Land Bridge proposals" respectively.

17. It is hereby acknowledged by the LLDC that sums of money paid under clause 6 of the CIL Payment Agreement on or before the dates specified therein are to be treated as payment of LLDC CIL in respect of the Development for the purposes of paragraphs 12 to 14 above.

#### **District Energy Network**

18. The Developer shall:
- 18.1 use Reasonable Endeavours to obtain all Requisite Consents in order to connect the Development to the District Energy Network and if all such Requisite Consents are obtained it shall connect the Development to the District Energy Network; and
- 18.2 provide a written report to the LLDC within one month of the Completion of the Development detailing whether or not it has satisfied the obligation contained in paragraph 18.1 and outlining the steps the Developer has taken to satisfy this obligation.

#### **Carbon Offset Contribution**

19. The Developer covenants to pay the Carbon Offset Contribution to the LLDC prior to first Occupation of the Development as calculated in accordance with the following formula:

$$\text{Carbon Offset Contribution} = R \times Y \times Z$$

where:

**R** is the Development's annual regulated carbon dioxide emissions (measured to the nearest tonne of carbon dioxide) calculated using the methodology in Part L of the Building Regulations 2013 remaining after the implementation of carbon reduction measures to achieve a Zero Carbon target as determined by reference to the Energy Strategy or (in the event that a subsequent revised assessment of carbon dioxide emissions of the completed Development is provided pursuant to paragraph 20) by reference to that subsequent revised assessment;

**Y** is the number of years for which the contribution is payable, being 30 years; and

**Z** is the cost of carbon per tonne taken from the LLDC's Carbon Offset Local Plan Supplementary Planning Document dated August 2016 (paragraph 3.5), being £60 per tonne of carbon dioxide,

and provided that the Carbon Offset Contribution may be zero (or if negative shall be deemed to be zero).

20. The Developer shall not Occupy or permit first Occupation of the Development until it has confirmed that the measures identified in the Energy Strategy have been implemented or shall undertake and submit to the LLDC an assessment of the Development's annual regulated carbon dioxide emissions (measured to the nearest tonne of carbon dioxide) which it is calculated will be achieved by the implementation of carbon reduction measures to achieve a Zero Carbon target ("R" in the formula in paragraph 19).



## SCHEDULE 2

### PUBLIC ACCESS

1. Prior to commencement of any Above Ground Works the Developer shall submit to the LLDC for approval a plan identifying the land within the Application Site that is approved under the Planning Permission and relevant Reserved Matters Approval to be provided as public realm and to which paragraphs 2 to 9 of this Schedule 2 are to apply (the "**Publicly Accessible Open Space**").
2. The Developer shall not Occupy the Development until the Publicly Accessible Open Space has been provided in accordance with the approved plan referred to in paragraph 1, the Planning Permission and relevant Reserved Matters Approval and has been made available in accordance with paragraph 4.
3. The Developer covenants that following completion and first opening of the Publicly Accessible Open Space it shall be managed and maintained throughout the life of the Development in accordance with the Stratford City Estate Management Framework (or in accordance with such Alternative Public Realm Management Plan as may be proposed by the Developer and approved by the LLDC in writing from time to time).
4. Subject to the permitted closures described in paragraph 5 ("**Permitted Closure**") and unless otherwise agreed by the LLDC (in consultation with Newham Council), upon completion of the Publicly Accessible Open Space the Developer shall permit the general public to have step-free access, free of charge, over the Publicly Accessible Open Space on foot, wheelchair and bicycle 24 hours a day for the lifetime of the Development.
5. The Developer will be entitled to close the Publicly Accessible Open Space (or any part of it) for any of the following reasons:
  - 5.1 with the prior written approval of the LLDC where the LLDC is satisfied that such temporary closure is necessary in the interest of public safety or is required for the purposes of essential maintenance, repair, cleansing, renewal or resurfacing works within the Public Accessible Open Space in question or for any other reasonable and proper purpose;
  - 5.2 with the prior written approval of the LLDC where the LLDC is satisfied that such temporary closure is necessary for the purposes of carrying out works of construction (including development or redevelopment or for the placing or replacing of underground services) on the Site or adjoining land;
  - 5.3 temporary closure in the case of emergency where such closure is reasonably necessary in the interests of public safety or otherwise for reasons of public safety; or
  - 5.4 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,

PROVIDED ALWAYS THAT the Developer shall minimise the duration of any Permitted Closure.
6. The Developer shall not without the LLDC's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Publicly Accessible Open Space.

7. The Parties agree that the Publicly Accessible Open Space will remain privately owned land maintained and managed by the Developer and will not be adopted or otherwise treated as public realm.
8. The Developer will be entitled to remove from the Publicly Accessible Open Space any persons engaging in or suspected of engaging in crime or disorderly behaviour.
9. In the event that the carrying out of development on the Application Site authorised by any necessary planning permission granted after the date of this Agreement requires the closure of part or the whole of the Publicly Accessible Open Space, the obligations set out above relating to the Publicly Accessible Open Space shall cease to apply (or shall be varied or modified to the extent permitted by the relevant permissions or consent) upon the commencement of the development authorised by that planning permission that so requires such closure.

### SCHEDULE 3

#### EMPLOYMENT AND TRAINING

##### Employment and Training Contributions

1. The Developer shall pay the Employment and Training (Construction) Contribution to Newham Council prior to Commencement of the Development.
2. The Developer will pay the Employment and Training (End-User) Contribution to Newham Council in the following instalments:
  - 2.1 **£156,569** on commencement of Above Ground Works;
  - 2.2 **£156,569** on the first anniversary of the date of commencement of Above Ground Works; and
  - 2.3 **£156,568** on the second anniversary of the date of commencement of Above Ground Works.

##### Delivery Plans

3. The Developer will submit a delivery plan to Newham Council setting out the proposed actions and approach to achieving the targets and requirements specified in this Schedule 3 during the Construction Period no later than three months before the anticipated Commencement Date.
4. The Developer and Newham Council will establish a working group to implement, monitor and review the delivery plans referred to in paragraph 3, such working group to meet on a monthly basis with effect from the Commencement Date until the first anniversary of first Occupation.
5. The Developer will identify a named individual (who may be a different person during the construction and operation of the Development respectively) who will attend meetings of the working group established pursuant to paragraph 4.
6. Newham Council will identify a named individual who will attend meetings of the working group established pursuant to paragraph 4.
7. The Developer and Newham Council may invite representatives of such other organisations as they may from time to time agree to attend meetings of the working group established pursuant to paragraph 4.
8. The costs of the working group established pursuant to paragraph 4 shall be funded from the contribution paid by the Developer pursuant to paragraph 1.

##### Employment

9. To the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer will use Reasonable Endeavours to, and will use Reasonable Endeavours to procure that its contractors and sub-contractors (in respect of construction jobs) use Reasonable Endeavours to, ensure that:
  - 9.1 at least 35% of the construction workforce at the Development comprises residents living in the Growth Boroughs and (where possible) such 35% includes a minimum of five paid internship positions per year during the Construction Period to be created for and targeted towards young students (aged 18–30 years) who are under-represented in construction and built

environment careers (currently BAME, women and people with disabilities), such internships to be for not less than three months; and

- 9.2 under-represented groups or groups suffering disproportionately from unemployment (to be agreed with the LLDC and Newham Council) are targeted for appropriate job vacancies arising from the construction of the Development through recruitment and retention efforts focused on these groups and the establishment and maintenance of clear pathways to employment in the construction of the Development for these groups.
10. During the Construction Period the Developer shall work in partnership with Newham Workplace to create Apprentice Opportunities for young people, with the aim of creating one Apprentice per £5,000,000 of contract value in respect of the construction of the Development.

#### **End User Partnership**

11. The Developer shall work in partnership with Newham Workplace to facilitate the identification and promotion of employment opportunities for local residents with the future tenants of the Development and will provide resources to support this partnership for a period of five years from Completion of the Development up to a maximum cost of £12,500 per annum.

#### **Newham Workplace**

12. To the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer will use Reasonable Endeavours to, and will use Reasonable Endeavours to procure that its contractors and sub-contractors (in respect of construction jobs) use Reasonable Endeavours to:
- 12.1 advertise all appropriate job vacancies and apprenticeships arising from the Development with Newham Workplace;
- 12.2 notify Newham Workplace of all appropriate job vacancies arising from the Development with advance notice of quantum as soon as the information is available;
- 12.3 identify a single point of contact in the Developer's team who will work with Newham Workplace to promote local employment opportunities arising from the Development, both during the Construction Period and after the date of first Occupation; and
- 12.4 during the Construction Period, establish or identify a suitable forum to enable Newham Workplace to promote their service to on-site contractors,

**PROVIDED THAT** nothing in this paragraph 12 shall prevent the Developer from advertising job vacancies and apprenticeships arising from the Development itself or with anyone else and **PROVIDED FURTHER THAT** in situations where Newham Workplace is unable to fill job vacancies or apprenticeships, Newham Workplace will share details of those vacancies or apprenticeships with other job brokerages in the Growth Boroughs.

#### **Supply Chain Opportunities**

13. The Developer will work with Newham Workplace to engage with local businesses to improve their ability to take advantage of supply chain opportunities arising from the Development within reasonable commercial and legal terms.

**Education Commitments**

14. During the Construction Period, the Developer will contribute to work programmes with schools around careers information, education and guidance, work-related learning, enterprise education and mentoring in accordance with arrangements to be agreed in advance by the Developer and Newham Council.

**Monitoring**

15. The Developer will provide monitoring reports in writing to Newham Council showing performance against each of the targets and commitments set out in this Schedule 3, each report to include details of the existing workforce and recruitment since the previous report.
16. The frequency of the monitoring reports required by paragraph 15 shall be as follows:
  - 16.1 in relation to the construction of the Development, once every six months during the Construction Period; and
  - 16.2 in relation to the operation of the Development, once every six months from the date of first Occupation until the first anniversary of the date of first Occupation.

## SCHEDULE 4

### MITIGATION FOR LOSS OF TELEVISION RECEPTION

1. Prior to Commencement of the Development the Developer shall appoint the Reception Consultant.
2. No Above Ground Works shall be carried out until the First Reception Survey has been submitted to and approved by the LLDC.
3. In the event that at any time during the period expiring on the date which is one year from the Completion of the Development:
  - 3.1 more than 10 complaints are received by the Developer or the LLDC in relation to the Development from occupiers of the Surrounding Properties regarding a deterioration in terrestrial and/or satellite television reception; and
  - 3.2 the Reception Consultant considers it reasonable in his opinion (to carry out a Second Reception Survey as a result of the receipt of those complaints,

then the Developer will commission the Reception Consultant to carry out a Second Reception Survey within one month of receipt of the Reception Consultant's opinion pursuant to paragraph 3.2, and shall submit that Second Reception Survey to the LLDC for approval.
4. In the event that the results of the Second Reception Survey identify a material deterioration in terrestrial and/or satellite television reception to any Surrounding Properties since the date of the First Reception Survey, and such deterioration is in the reasonable opinion of the Reception Consultant attributable to the Development, the Developer will either:
  - 4.1 deliver the Mitigation Measures; or
  - 4.2 pay the TV Reception Mitigation Payment to the Developer(s) or occupier(s) of the affected properties.

**SCHEDULE 5**  
**DESIGN QUALITY**

**1. DESIGN TEAM STATEMENT**

- 1.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- 1.2 Without prejudice to paragraph 1.1 of this Schedule 5 the Developer shall also submit a Design Team Statement to the LLDC prior to Commencement of the Development and thereafter every 6 (six) months during the Construction Period until the date of Completion of the Development.

**2. DESIGN MONITORING COSTS**

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

PROVIDED THAT the total amount payable (in aggregate) to the LLDC in Design Monitoring Costs pursuant to this paragraph 2 shall not exceed **£50,000** (Indexed).

**3. RESTRICTION ON DEVELOPMENT**

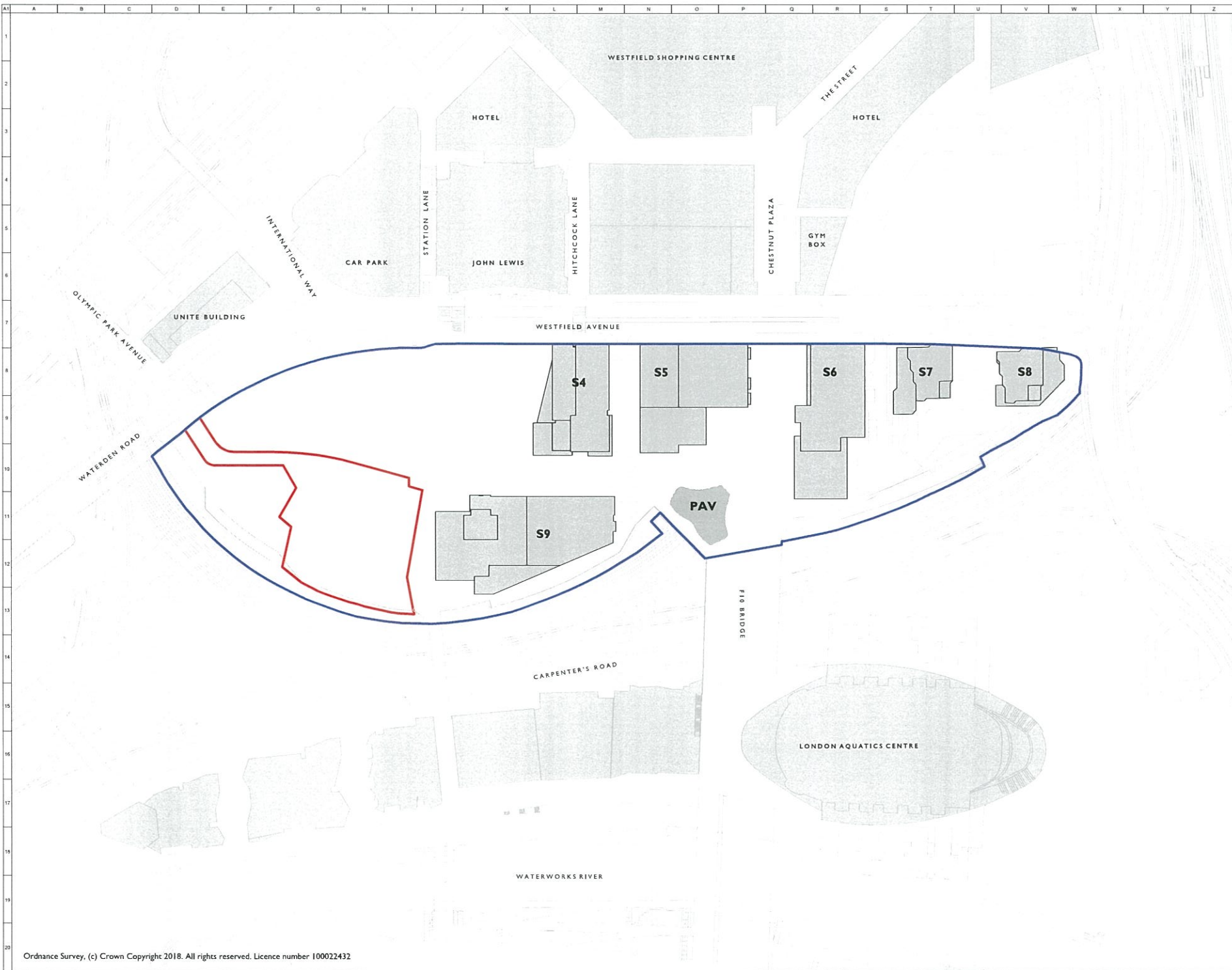
- 3.1 No Development shall be Commenced until the Developer has either:-
- 3.1.1 provided evidence to the LLDC's reasonable satisfaction that the Architects are retained to oversee the delivery of Development in accordance with the Approved Drawings; or
- 3.1.2 (if paragraph 2.2 applies prior to Commencement) paid the first instalment of the Design Monitoring Costs to the LLDC in accordance with paragraph

2.2.2 of this Schedule 5 above PROVIDED THAT a demand for that sum has been made by the LLDC in accordance with paragraph 2.2 prior to Commencement.

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



**APPENDIX 1**  
**Plans**

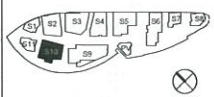


**KEY**

- Land Ownership Boundary
- Plot S10 Site Boundary
- Surrounding context buildings
- Existing IQL Buildings or Buildings with Reserved Matters Approval
- IQL South - building footprints (indicative)

**PLAN 1**

ISSUE FOR INFORMATION	DT	AP	10/04/2020	P01
DESCRIPTION	BY	DATE	REV	



**MAKOWER ARCHITECTS**

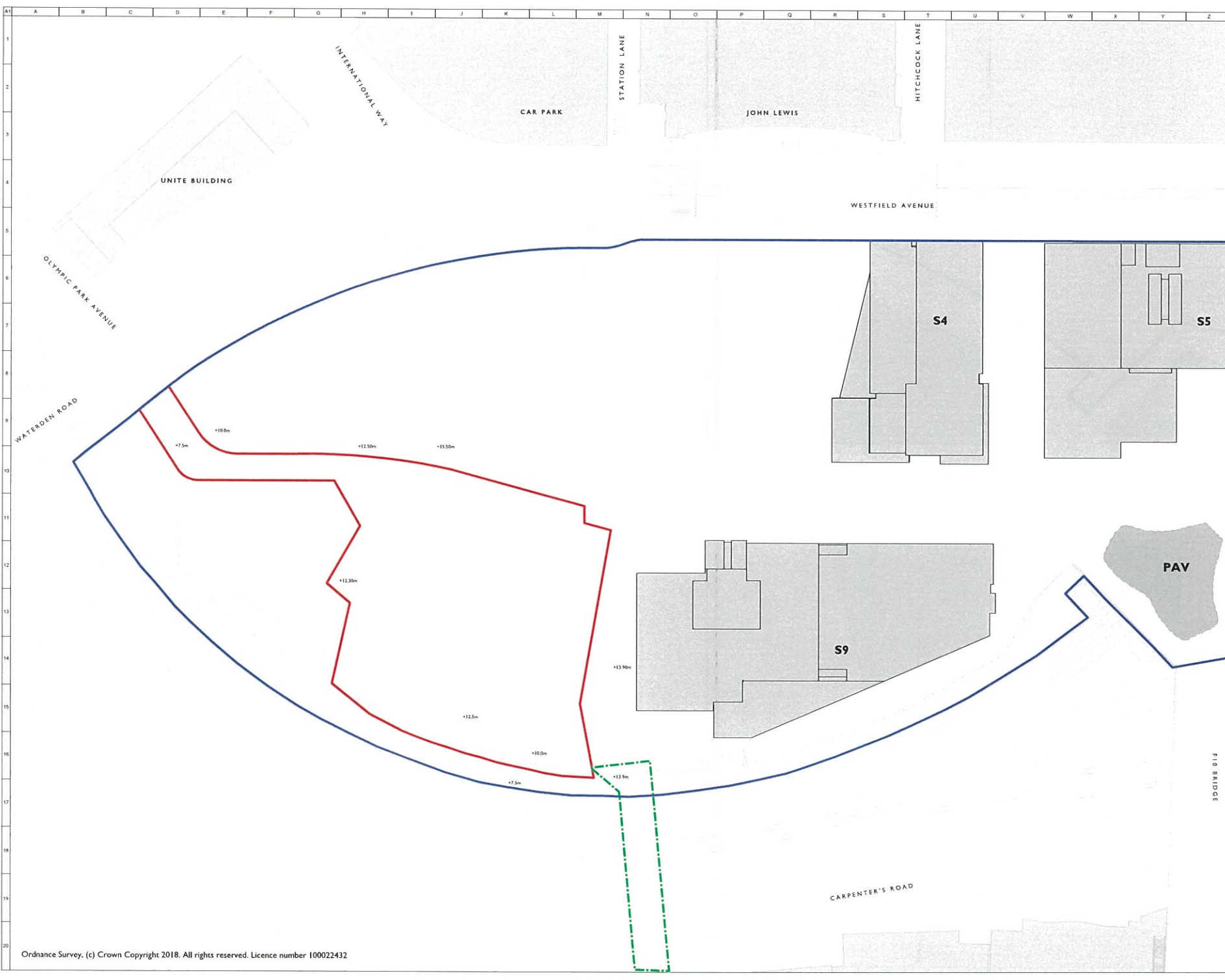
SCBD Ltd

Parameter Plan 1 - Site Location Plan

FOR PLANNING APPROVAL

27/04/20 1:1000 @ A1

IQL-A-MKA-S10-LXX-DR-06-001 P01



- Land Ownership Boundary
- Plot S10 Property Line
- Existing IQL Buildings or Buildings with Reserved Matters Approval
- + Existing site levels
- Existing surrounding context buildings
- Location of Carpenters Land Bridge

## PLAN 2

DESCRIPTION	BY	CHK	DATE	REV



SCBD Ltd

Section 106 Plan: Carpenters Land Bridge Location

FOR PLANNING APPROVAL

17/03/21 1:500 @ A1

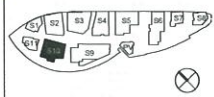
IQL-A-MKA-SW-LXX-DR-05-002 P02



# PLAN 3

- Land Ownership Boundary
- EXISTING AND CONSENTED**
- Existing Buildings or Buildings with Planning Consent
- Existing IQL Buildings or Buildings with Reserved Matters Approval
- AREA BEING DEVELOPED UNDER OUTLINE PLANNING APPLICATION (S10)**
- Site Boundary
- Block S10 - Maximum Footprint
- ▶ Vehicle Access to Block
- ▶ Primary Pedestrian Access to Block - Exact location to be defined at RMA
- Secondary Road - Main Vehicular Route
- Secondary Road - Vehicular Route with Limited Access
- Primary Pedestrian Routes
- Secondary Pedestrian Routes
- Tertiary Pedestrian Routes
- Cycle Route in Shared Surface
- Public Open Space
- Shared surface alignment to be agreed at reserved matters stage
- Vehicle Access on Site Location
- Proposed bollards location
- Taxi drop-off
- Blue badge parking for S10
- Potential parking bay for S11

DESCRIPTION	BY	DATE	REV	
ISSUE FOR INFORMATION	DT	AP	10.04.2020	P01



**MAKOWER ARCHITECTS**  
 ARCHITECTS  
 100 WATERDEN ROAD  
 OLYMPIC PARK  
 LONDON E15 2JF

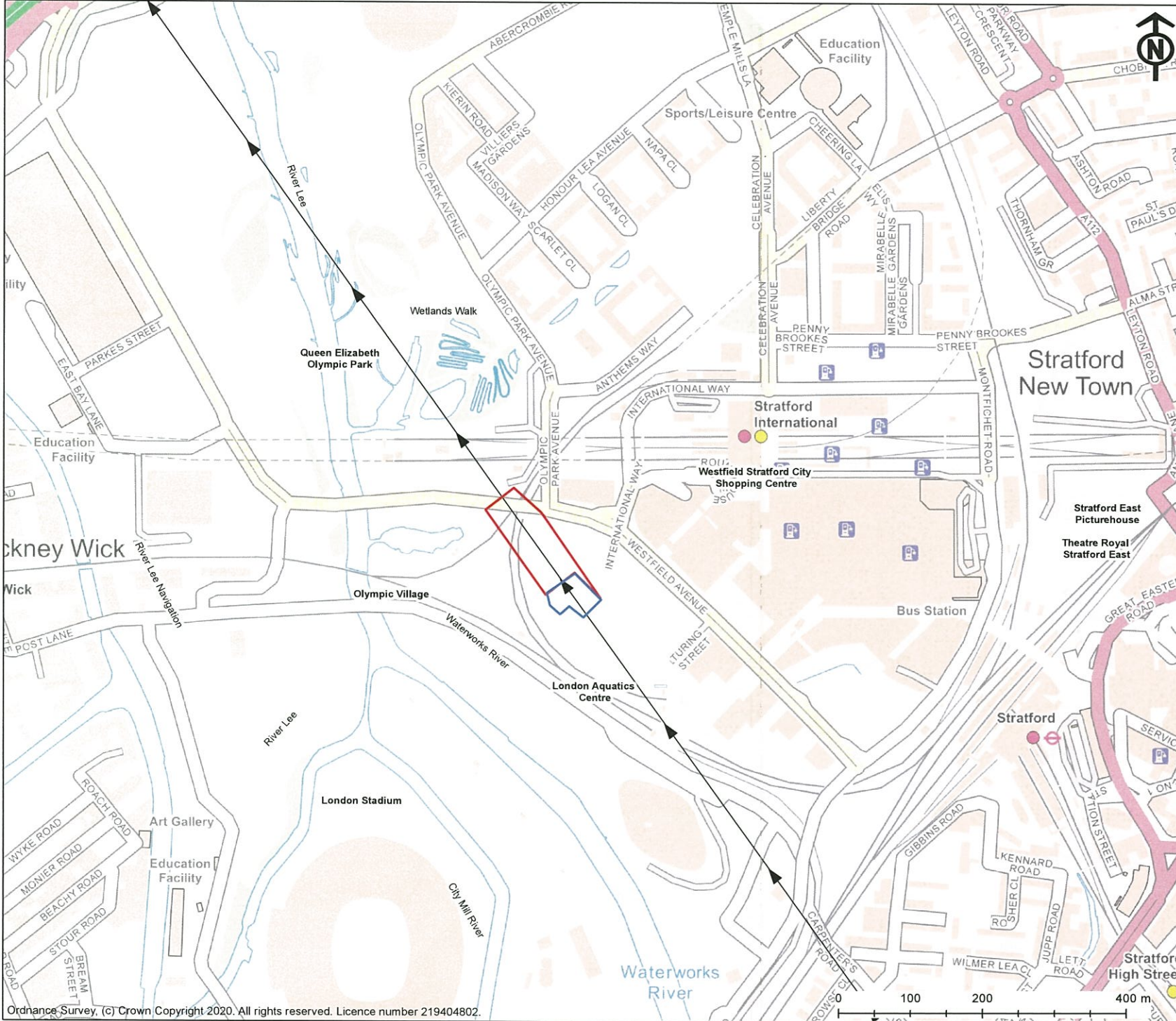
SCBD Ltd

Parameter Plan 6 – Access and Circulation Plan

FOR PLANNING APPROVAL

27/04/20 1 : 500 @ A1

IQL-A-MKA-S10-LXX-DR-06-008 P01



PROJECT  
International Quarter London S10

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CLIENT  
Lendlease

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KEY:

- Maximum Building Footprint
- Theoretical Shadow Zone
- Direction of Incoming Signal from Astra Satellite

## PLAN 4

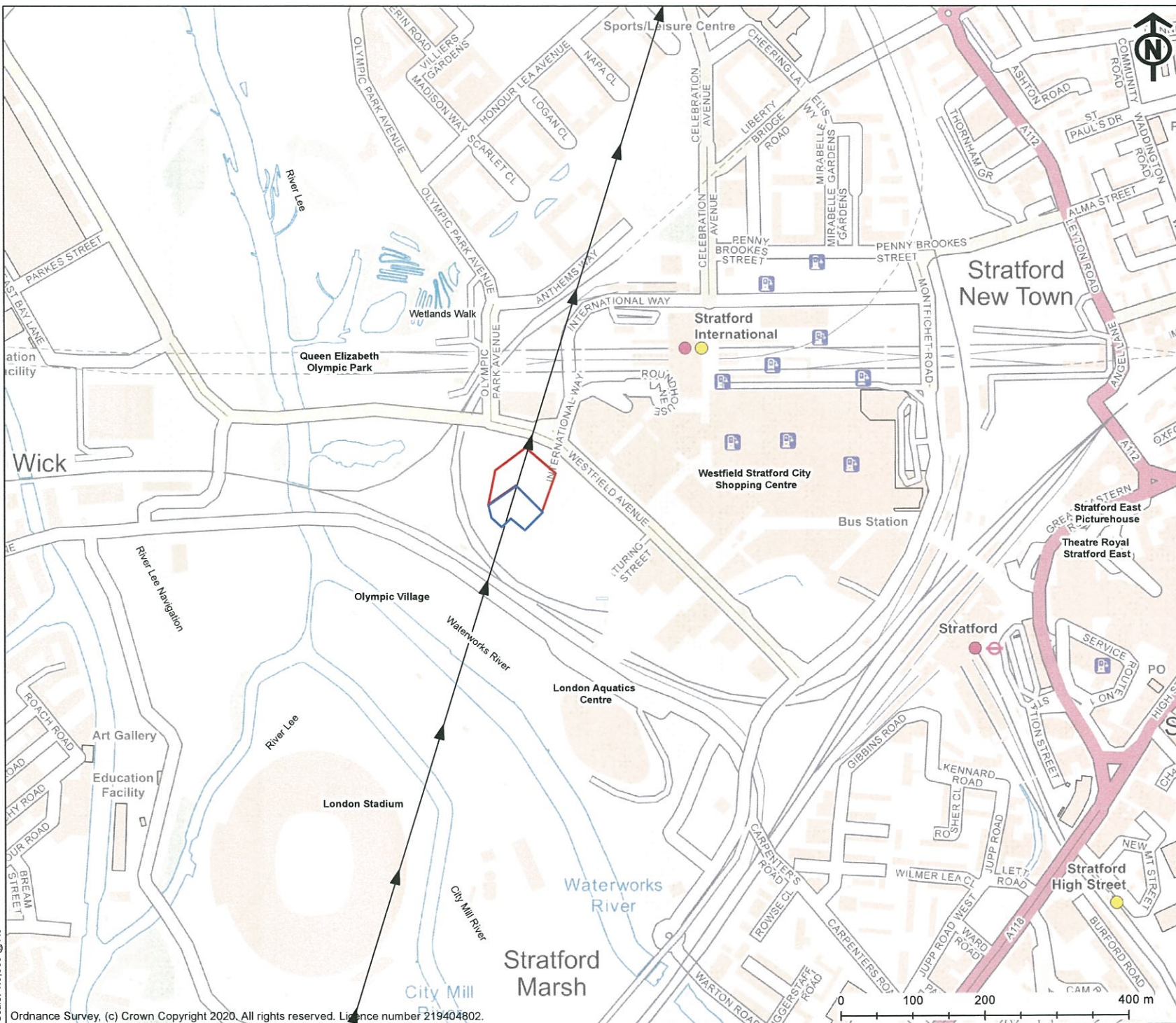
### Overview Map



PROJECT NUMBER  
60564603

TITLE  
IQL Plot S10 Digital Satellite Television Shadow

FIGURE NUMBER  
2



PROJECT

International Quarter London S10

CLIENT

Lendlease

KEY:

Maximum Building Footprint

Theroteclal Impact Zone

Direction of Incoming Signal from Crystal Palace Transmitter

## PLAN 4

### Overview Map



PROJECT NUMBER

60564603

TITLE

IQL Plot S10 Digital Terrestrial Television Shadow

FIGURE NUMBER

1

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**APPENDIX 2**  
**Draft Planning Permission**

**OUTLINE APPLICATION APPROVAL**

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

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Please see notes at the end of this notice

Applicant

Agent

Harry Hon, Stratford City Business District Ltd c/o  
Lend Lease IQL Site Offices, 5 Westfield Avenue,  
London, E20 1HZ

Matthew Eyre, Quod Ingeni Building, 17  
Broadwick Street, London, W1F 0DE

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**Part I - Particulars of Application**

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Date of Application: 28-Apr-2020

Application No: 20/00146/OUT

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Proposal: Outline Planning Permission with matters of layout, scale, appearance, landscaping and access reserved for a building up to 80m AOD high, comprising office floorspace (B1 Use Class) and flexible use floorspace (A1/A2/A3/A4/A5/B1/D1/D2 Use Classes), with related parking, servicing, public realm and associated enabling and other works

Location: Plot S10 of the International Quarter, Plot S10, Stratford City Zone 2 (also known as International Quarter London), Westfield Avenue, London, Stratford, E20 1GL

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**Part II - Particulars of Decision**

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

Covering letter (April 2020), Application and CIL Forms, Design and Access Statement P02, Masterplan Overview, Planning Statement (including Statement of Convergence), Statement of Community Involvement (SCI), Townscape, Heritage and Visual Impact Assessment, Transport Assessment (including Framework Delivery and Servicing Plan and Outline Construction Logistics Plan), Transport Assessment Technical Note (July 2020), Outline Operational Waste Management and Recycling Management Strategy, Framework Workplace Travel Plan, Sustainability and Energy Statement (August 2020), Carbon Emissions Reduction Addendum (2021), Daylight Sunlight & Overshadowing Assessment, Overshadowing Amenity within the Site, Flood Risk Assessment and Drainage Strategy, Flood Risk Assessment and Drainage Strategy Technical Note (July 2020), Wind Microclimate Assessment (July 2020), Phase 1 Land Contamination Report, Outline Construction Resource Management Plan (July 2020), Outline Construction Environmental Management Plan Statement July 2020, Regeneration Statement, Air Quality Assessment, Air Quality Technical Note (July 2020), Noise and Vibration Assessment, Biodiversity Net Gain Report, Urban Greening Factor Calculation for Plot S10 (24 August 2020), Circular Economy Statement (July 2020) Electronic Interference Report, Electronic Interference Technical Note (July 2020)

Conditions:



### **Time Limit**

1. Applications for the approval of Reserved Matters relating to the Development shall be made not later than the expiration of 3 years from the date of this permission.

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

### **Commencement Limit**

2. The Development shall be Commenced either before the expiration of 3 years from the date of this permission before the expiration of 2 years from the date of the final approval of the Reserved Matters, or in the case of approval on different dates, the final approval of the last such Reserved Matter to be approved, whichever is the later.

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

### **Approved Plans**

3. The Development shall be carried out in accordance with the following details and plan numbers:

- Parameter Plan 1 – Site Location Plan (IQL-A-MKA-S10-LXX-DR-06-001 Revision P01),  
Parameter Plan 2 – Existing Site Plan (IQL-A-MKA-SW-LXX-DR-06-002 Revision P01),  
Parameter Plan 3 – Proposed Plot Boundary - Ground Floor Plan (IQL-A-MKA-S10-LXX-DR-06-004 Revision P01)  
Parameter Plan 4 – Proposed Plot Boundary - Basement Floor Plan (IQL-A-MKA-S10-LXX-DR-06-016 Revision P01)  
Parameter Plan 5 – Proposed Maximum Building Heights (IQL-A-MKA-S10-LXX-DR-06-006 Revision P01)  
Parameter Plan 6 – Access and Circulation Plan (IQL-A-MKA-S10-LXX-DR-06-008 Revision P01)  
Parameter Plan 7 – Ground Floor Active Frontage Plan (IQL-A-MKA-S10-L00-DR-06-010 Revision P02)  
Parameter Plan 8 – Land Use - Ground Floor Plan (IQL-A-MKA-S10-LXX-DR-06-012 Revision P01)  
Parameter Plan 9 – Land Use - Upper Floors Plan (IQL-A-MKA-S10-LXX-DR-06-014 Revision P01)

Design Specification (August 2020) Revision V2

Design Codes (Revision P02)

and any other plans, drawings, documents, details, schemes or strategies which are approved by the Local Planning Authority after the date of this permission pursuant to the conditions of this permission.

Reason: To ensure that all works are properly implemented.

### **Reserved Matters Specification**

4. Approval of the details of the access, appearance, landscaping, layout and scale of the Development, shall be obtained from the Local Planning Authority in writing prior to

Commencement. Each application for the approval of Reserved Matters shall contain the information and details as specified in the Reserved Matters Specification at Appendix 1.

The Development shall be carried out and retained thereafter in accordance with the Reserved Matters approvals.

Reason and pre-commencement justification: As required by Section 92 of the Town and Country Planning Act as amended.

### **Development thresholds and delivery of floorspace types**

5. The Development hereby permitted shall not exceed the Gross External Area (GEA) of 41,800m<sup>2</sup> for individual land uses comprising:

- Use Class B1 (GEA) up to 38,000m<sup>2</sup>;
- Flexible Use (Use Classes A1-A5, B1 and D1/D2) up to 2,000m<sup>2</sup>; and
- Ancillary Space up to 1,800m<sup>2</sup> (Including rooftop plant, basement plant, loading docks, service corridors, waste storage and re-cycling facilities).

Reason: To ensure the Development is carried out in accordance with the approval plans and other submitted details.

### **CONSTRUCTION**

#### **Construction Environmental Manager**

6. The Development shall not be Commenced until a Construction Environmental Manager has been appointed or nominated in respect of the Development and evidence of the same provided to and approved by the Local Planning Authority in writing. A Construction Environmental Manager shall be retained or nominated at all times throughout the construction of the Development.

Reason: To ensure environmental mitigation measures are appropriately implemented in accordance with Policy T7. of the London Plan (2021) and Policy BN.12 of the LLDC Local Plan (2020).

*Pre-commencement justification: The impacts from construction have the potential to affect the amenity of residents and the local area and a nominated Construction Environmental Manager is required to manage the impacts from construction.*

#### **Construction Environmental Management Plan (CEMP)**

7. No works pursuant to the Development shall Commence until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. The CEMP should follow the principles set out in the approved Outline CEMP. The Development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with Policies SI 1, SI 5, SI 7, SI 12, S13, T2, T4, D13 of the London Plan (2021) and Policies T4 and BN12 of the LLDC Local Plan (2020).

*Pre-commencement condition justification: The impacts from construction have the potential to adversely affect the amenity of residents and the area and construction work should be carried out*

*following measures to minimise the impacts.*

### **Construction Transport Management Plan**

8. No works pursuant to the Development shall Commence, until a Construction Transport Management Plan (CTMP) has been prepared in consultation with the Local Planning Authority, local highway authorities, Transport for London and the Emergency Services. The CTMP shall be submitted to and approved in writing by the Local Planning Authority prior to the Commencement of works pursuant to the Development. The Development shall thereafter be carried out in accordance with the approved CTMP.

The objectives of the CTMP shall include, but not be limited to

- Minimising the impact of road based construction traffic;
- Minimising the number of private car trips to and from the arrangements for liaison with the relevant highway authorities and emergency services;
- The hours of deliveries to the Site and measures for managing deliveries to or removal of materials from the Site;
- Arrangements for making good repairs to the public realm and streetscape.
- Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration

Reason: To ensure that the construction of the Development minimises its environmental impacts in accordance with Policies SI 1, SI 5, SI 12, S13, T2, T4 and D13 of the London Plan (2021) and Policies T.4 and BN.12 of the LLDC Local Plan (2020).

*Pre-commencement justification: The impacts from construction have the potential to adversely affect the amenity of residents and the area and construction work should be carried out following measures to minimise the impacts.*

### **Construction Resource Management Plan**

9. Construction of the Development shall be carried out in accordance with the Construction Resource Management Plan (CRMP) approved pursuant to this permission.

Reason: To ensure that the construction of the Development minimises its environmental impacts and ensures that high standards of sustainability are achieved in accordance with Policy SI 7 of the London Plan (2021) and Policy S.5 the LLDC Local Plan (2020).

*Pre-commencement justification: Construction works have the potential to generate waste and there should be measures in place from the commencement of development to handle all potential waste in a sustainable manner.*

### **Construction Dust**

10. No works pursuant to the Development shall Commence until a scheme for dust monitoring, assessment and mitigation for all construction has been submitted to and approved by the Local Planning Authority in writing. The scheme shall be in accordance with the guidance contained within the Mayor's 'The Control of Dust and Emissions from Construction and Demolition' SPG published by the GLA in July 2014 (as may be updated from time to time) and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- A construction dust assessment as required by the 'Control of Dust and Emissions from Construction and Demolition' SPG;
- The location, type, frequency, targets and other arrangements for dust monitoring; and
- The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority

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

Reason: To protect the amenities of local residents and occupiers of other buildings, in accordance with Policy SI 1 of the London Plan (2021) and Policy BN.12 of the LLDC Local Plan (2020).

*Pre-commencement justification: Measures to minimise the impacts of dust from construction works need to be in place at the commencement of development to protect sensitive users.*

### **Construction Noise and Vibration**

11. The Development shall not be Commenced until a scheme for noise and vibration monitoring, assessment and mitigation for all construction plant and processes has been submitted to and approved by the Local Planning Authority in writing. The scheme shall include:

- The arrangements for managing complaints and community liaison;
- The identification of noise sensitive premises to be used as the location for noise monitoring, including any arrangements proposed for amending the selected locations if new noise sensitive premises are introduced during the construction period;
- A schedule of premises containing people or equipment potentially sensitive to disturbance from vibration or any buildings potentially at risk of damage from vibration (caused by construction operations on the Site)
- The noise parameters to be measured and the circumstances when continuous monitoring will be undertaken;
- The arrangements for reporting the results of noise monitoring to the Local Planning Authority;
- The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and
- The arrangements for implementing mitigation measures for sensitive premises during construction. The Development shall thereafter be carried out in accordance with the approved scheme.

Reason: To protect the amenities of local residents and other sensitive receptors in accordance with Policy D13 and D14 of the London Plan (2021) and Policy BN.12 of the LLDC Local Plan (2020).

*Pre-commencement justification: Measures to minimise the impacts of noise and vibration from construction works need to be in place at the commencement of development to protect sensitive users.*

### **Non-Road Mobile Machinery**

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

Reason: To ensure that air quality is not adversely affected by the development in accordance with Policy SI 1 of the London Plan (2021) and Policy BN.12 of the LLDC Local Plan (2020).

### **Hours of Work**

13. There shall be no demolition or construction work outside the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 on Saturdays nor at any time on Sundays or on Bank or Public Holidays. Construction work audible at the façade of any noise sensitive premises may only take place outside these permitted hours of work where these works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To protect the amenities and environment of residents and other sensitive receptors, in accordance with Policy D13 and D14 of the London Plan (2021) and Policy BN.1 of the LLDC Local Plan (2020).

### **Removal of Construction Buildings and Construction Equipment on Completion**

14. At the completion of the Development hereby approved, all construction plant, temporary construction buildings, construction fencing and all other construction equipment shall be removed from the Site.

Reason: To avoid unnecessary visual clutter, obstructions to public realm or other environmental impacts in accordance with Policy BN.1 of the LLDC Local Plan (2020)

### **Noise from Construction**

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

Reason: To ensure that best practicable means are used to reduce noise generated by construction, in accordance with Policy D13 and D14 of the London Plan (2021) and Policy BN.12 of the LLDC Local Plan (2020).

### **Impact Piling**

16. No impact piling shall take place unless it has the prior written approval of the Local Planning Authority and takes place in accordance with the terms of any such approval, or in accordance with a consent issued under s61 of the Control of Pollution Act (1974).

Reason: To avoid, wherever possible, unnecessary noise from piling operations in accordance with Policy D14 of the London Plan (2021) and Policy BN.12 of the LLDC Local Plan (2020).

### **Cranes and Scaffolding – London City Airport Flight-Path**

17. No cranes or scaffolding shall be erected on the Site unless and until construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes during the Development has been submitted to and approved in writing by the Local Planning Authority, in consultation with London City Airport.

Reason: To ensure that operations at London City Airport are safeguarded in accordance with Policy T8 of the London Plan (2021)

### **Ground Contamination – Risk Assessment, Site Investigation and Remediation Strategy**

18. No Development hereby permitted shall Commence until a remediation strategy to deal with the risks associated with contamination of the site in respect of the development hereby permitted, has been submitted to, and approved in writing by, the Local Planning Authority. This strategy will include the following components:
1. A preliminary risk assessment which has identified:
    - all previous uses
    - potential contaminants associated with those uses
    - a conceptual model of the site indicating sources, pathways and receptors
    - potentially unacceptable risks arising from contamination at the site
  2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site.
  3. The results of the site investigation and the detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
  4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the prior written consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: To ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution in line with the LLDC Local Plan (2020) Policy BN.14.

### **Ground Contamination – Verification Report**

19. Prior to any part of the Development hereby permitted being occupied/used, a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to, and approved in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.

Reason: To ensure that the site does not pose any further risk to human health or the water environment by demonstrating that the requirements of the approved verification plan have been met and that remediation of the site is complete, in line with Policy BN.14 of the LLDC Local Plan (2020).

20. The development hereby permitted shall not Commence until a monitoring and maintenance plan in respect of contamination, including a timetable of monitoring and submission of reports to the Local Planning Authority, has been submitted to, and approved in writing by, the Local Planning Authority. Reports as specified in the approved plan, including details of any necessary contingency action arising from the monitoring, shall be submitted to, and approved in writing by, the Local Planning Authority.

Reason: To ensure that the site does not pose any further risk to human health or the water environment by managing any ongoing contamination issues and completing all necessary long-term remediation measures, in line with Policy BN.14 of the LLDC Local Plan (2020).

### **Unexpected Contamination**

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

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with Policies SD1, SI 7 and G6 of the London Plan (2021) and Policy BN14 of the Local Plan (July 2020).

### **BREEAM pre-assessment**

22. Prior to occupation of the building (or part of the building) hereby permitted, written evidence shall be submitted to the Local Planning Authority demonstrating that the relevant building (or part of building) is registered with a BREEAM certification body and a pre-assessment report (or design stage certificate with interim rating if available) has been produced indicating that the building (or part of building) can achieve at least a BREEAM rating of Excellent.

Reason: To ensure a high standard of sustainable design and construction, in accordance with Policies SI 1, SI 5, SI 7 and SI 13 of the London Plan (2021) and Policies S2 and S4 of the LLDC Local Plan (2020).

### **BREEAM – post occupancy assessment**

23. Within 6 months of occupation of any building (or part of the building) hereby permitted a BREEAM Certificate issued by the BRE shall be submitted to the Local Planning Authority demonstrating that the relevant building (or part of building) has achieved at least a BREEAM rating of Excellent.

Reason: To ensure a high standard of sustainable design and construction, in accordance with Policies SI 1, SI 5, SI 7 and SI 13 of the London Plan (2021) and Policies S.2 and S.4 of the LLDC Local Plan (2020).

### **Carbon Emission Reductions**

24. The building hereby permitted shall be designed to meet the net zero carbon target set by Policy SI2 of the London Plan (2021), following the Mayor's energy hierarchy, in accordance with the

GLA's Energy Assessment Guidance (May 2020). This shall be achieved on site through optimising energy efficiency improvements, connection to the Queen Elizabeth Olympic Park and Stratford City district energy network (if appropriate) and through provision of renewable energy technologies, including maximising PV (photovoltaic) panels and provision of energy performance indicators to the GLA.

Reason: To optimise the standards of sustainable design and construction in accordance with Policies SI 2, SI 3, and SI 4 of the London Plan (2021) and Policies S.2 and S.4 of the LLDC Local Plan (2020).

### **Green infrastructure**

25. Prior to the Commencement of above ground works hereby permitted, a Green Infrastructure Plan shall be submitted to and approved in writing by the Local Planning Authority.

The Green Infrastructure Plan shall demonstrate how an Urban Greening Factor of at least 0.2 will be achieved and how at least 0.3 will be targeted.

The green infrastructure shall be provided and maintained thereafter in accordance with the approved details.

Reason: To ensure that adequate open space is provided in accordance with Policy G5 of the London Plan (2021) and Policies SP.3, BN.3 and BN.8 of the LLDC Local Plan (2020).

### **Hard and soft landscaping**

26. The Development hereby permitted shall not be Occupied/used until the hard and soft landscaping works, approved as part of the Reserved Matters approval, have been completed in accordance with the landscape drawings that forms part of the Reserved Matters Specification. The landscaping works shall be maintained thereafter in accordance with the approved details.

Any trees, shrubs or hedges included in the landscaping scheme for the development hereby permitted that die, are removed, become seriously damaged or diseased, within five years of planting, shall be replaced like-for-like within the first planting season following death, removal, damage or disease.

The final landscaping proposals are to be assessed and if necessary amended to improve sightlines within the area especially at the junction with Railway Walk, S11 and Drewry Place; and to accommodate full CCTV coverage of the external area of Plot S10.

Reason: To ensure adequate landscaping of the site and a safe environment, in accordance with Policies D8 of the London Plan (2016) and Policies SP.3, BN.1 and BN.3 of the LLDC Local Plan (2020).

### **Lighting Strategy**

27. Prior to first Occupation/use of the Development hereby permitted all public realm lighting as required by the Reserved Matters Specification and approved under the reserved matters application(s) shall be provided. The lighting shall thereafter be retained for the lifetime of the Development.



Reason: In the interests of residential amenity and to ensure that habitat provisions achieve their stated aim of providing value for biodiversity by ensuring considerate lighting design, in accordance with Policy D1 and D11 of the London Plan (2021) and Policy BN.3 of the LLDC Local Plan (2020).

### **Wind Mitigation Details**

28. Prior to the Commencement of above ground works details of any wind mitigation measures required to ensure appropriate comfort levels shall be submitted to and approved in writing by the Local Planning Authority.

The wind mitigation measures shall thereafter be installed prior to first occupation of the Development hereby permitted in accordance with the approved details and maintained as such thereafter.

Reason: to ensure that safe and comfortable wind conditions for public access are achieved within and around the site in accordance with Policies SP.3 and BN.5 of the LLDC Local Plan (2020).

### **Secure By Design**

29. Prior to Occupation/use of the Development hereby permitted, a Secure by Design Certificate demonstrating Compliance to the relevant Secure by Design Guide (s) or alternatively Crime Prevention Standards shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Metropolitan Police. The Development shall be carried out in accordance with the approved details and thereafter be fully retained and maintained as such for the lifetime of the Development.

Reason: In the interest of creating safer and sustainable communities in accordance with Policy D1 and D11 of the London Plan (2021).

## **TRANSPORT**

### **Travel Plan**

30. The Development shall not be Occupied/used unless and until a travel plan has been submitted to and approved in writing by the Local Planning Authority for that building. The travel plan shall be consistent with principles of the approved Framework Travel Plan.

Reason: To encourage residents, employees and users to adopt sustainable travel modes in accordance with Policy T2 of the London Plan (2021) and Policy T.4 of the LLDC Local Plan (2020).

### **Travel plan coordinator**

31. The Development hereby permitted shall not be Occupied/used unless and until a travel plan coordinator for has been appointed and been in post for a minimum of three months. A travel plan coordinator shall remain appointed until the last travel plan review as specified in the Travel Plan approved pursuant to condition 30) has taken place and has been approved in writing by the Local Planning Authority.

Reason: To ensure a travel plan coordinator is appointed to oversee the travel plan(s) for the Development, in order to encourage the use of sustainable travel modes in accordance with Policy T2 of the London Plan (2021) and Policy T.4 of the LLDC Local Plan (2020).

## **Delivery and Servicing Strategy**

32. The Development shall not be Occupied/used unless and until a Delivery and Servicing Management Plan has been submitted and approved in writing by the Local Planning Authority. The Delivery and Servicing Management Plan shall be in line with the principles set out in the Framework Delivery and Servicing Plan provided in Section 7 of the approved Transport Assessment. The Development shall be operated in accordance with the approved Delivery and Servicing Management Plan.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with Policy T3, T4 and T7 of the London Plan (2021) and Policy T4 of the LLDC Local Plan (2020).

## **AMENITY**

### **Plant and Machinery**

33. Before any heating, air conditioning or other plant generating external noise is installed in the Development, details of that plant, including any noise mitigation and predicted noise levels at any sensitive receptor, shall be submitted to and approved in writing by the Local Planning Authority. The assessment shall be submitted following the calculation methodology under BS4142. The plant/machinery shall thereafter be installed and used in accordance with the approved details. There shall be no Occupation of the relevant part of the Development until the details are submitted and approved in writing by the Local Planning Authority.

Reason: To protect the amenities of local residents and users in accordance with Policy D14 of the London Plan (2021) and Policy BN.12 of the LLDC Local Plan (2020).

### **Plant Noise**

34. The rating level of the proposed plant shall not exceed a level over 10dB below the typical background sound level (LA90) (with reference to BS4142:2014) at any time when measured at the nearest noise sensitive façade.

Reason: To protect the amenities of local residents and users in accordance with Policy D14 of the London Plan (2021) and Policy BN.11 of the LLDC Local Plan (2020).

### **Flues – Odour and Noise Control**

35. Before any air conditioning, extraction system(s) and any other plant generating external noise is installed within those parts of the Development falling within Use Classes A3-A5, full details shall be submitted to and approved in writing by the Local Planning Authority. There shall be no Occupation of the relevant A3-A5 use, until the details are installed and implemented in accordance with the approved details. The air conditioning/extraction system shall be maintained to meet the requisite standards approved for the lifetime of the Development.

Reason: To protect the amenities of local residents and users in accordance with Policy D14 of the London Plan (2021) and Policy BN.12 of the LLDC Local Plan (2020).

### **Grease Trap**

36. Prior to the installation of a commercial kitchen within the Development, full details of any grease trap or grease digester system to be installed shall be submitted to and approved in writing by the Local Planning Authority. Details shall include plan and sectional drawings with measured drain sizes and invert levels, full manufacturers specifications etc. The approved scheme is to be completed prior to Occupation of the relevant part of the Development, and shall be permanently maintained thereafter. There shall be no use of the commercial kitchen until the approved details are installed in accordance with the approved details. The grease trap or grease digester system shall be maintained to meet the requisite standards approved for the lifetime of the Development.

Reasons: To protect the amenity of future occupants and/or neighbours in accordance with Policy D14 of the London Plan (2021) and Policy BN.11 of the LLDC Local Plan (2020).

#### **Hours of operation – retail and commercial uses**

37. Prior to first Occupation of the Development (or part of the development) for non-residential uses details of the hours of operation for the proposed retail and leisure uses shall be submitted to and approved in writing by the Local Planning Authority. The retail and leisure units within the development shall thereafter be operated in accordance with the approved details.

Reason: To prevent noise and disturbance in accordance with Policy D14 of the London Plan (2021) and Policy BN.11 of the LLDC Local Plan (2020).

#### **Fire Strategy**

38. Prior to commencement of above ground works, a Fire Strategy prepared by a third party suitably qualified assessor shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall detail how the proposed development would function in terms of:
- the building's construction: methods, products and materials used
  - access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting and fire evacuation lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these
  - how provision will be made within the site to enable fire appliances to gain access to the building.

The strategy shall be implemented in accordance with the approved details and permanently retained thereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with Policy D12 of the London Plan (2021)

#### **Surface Water Drainage**

39. No infiltration of surface water drainage into the ground at/from the development site is permitted other than with the prior written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels water pollution caused by mobilised contaminants in line with paragraph 170 of the National Planning Policy Framework (2019).

## **Borehole Management**

40. A scheme for managing any borehole installed for the investigation of soils, groundwater or geotechnical purposes shall first be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained, post-development, for monitoring purposes will be secured, protected and inspected. The scheme as approved shall be implemented prior to the occupation of any part of the permitted development.

Reason: To ensure that redundant boreholes are safe and secure, and do not cause groundwater pollution or loss of water supplies in line with paragraph 170 of the National Planning Policy Framework (2019) and The Environment Agency's approach to groundwater protection March 2017 Version 1.0.

## **Safety Audit**

41. Prior to the commencement of the Development hereby permitted, a Stage 1 Road Safety Audit (RSA) shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Local Highway Authority). The RSA will be required to assess any changes in layout as a result of the development and the mitigation measures (if any) identified within the RSA shall be permanently implemented and retained onsite. The highway layout required shall be carried out in accordance with the RSA.

Reason: To ensure the safety and operation of the surrounding highway network.

## **Drainage Strategy**

42. Prior to commencement of the Development hereby permitted, a drainage strategy shall be submitted demonstrating how the development will aim to achieve a greenfield run-off rate as far as possible using sustainable drainage systems in accordance with the drainage hierarchy set out in Publication London Plan Policy SI 13.

Reason: To ensure that the development incorporates sustainable drainage systems in line with paragraphs 163 and 165 of the NPPF and Policy SI13 of the London Plan (2021).

## **Circular Economy Post Completion Report**

43. Prior to first occupation of the Development hereby permitted, a circular economy post completion report must be submitted for approval in writing to the local planning authority.

Reason: To ensure the development meets the circular economy commitments set out in the Circular Economy Statement in line with Publication London Plan Policy SI7.

## **RESERVED MATTERS SPECIFICATION (APPENDIX 1 to the Decision Notice)**

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

Applications for Reserved Matters shall:

- i. Demonstrate that the scheme complies with the outline permission, approved parameter plans and Design Codes and describe how any deviations (if any) from the approved documents are accommodated and original intent is maintained.
- ii. Demonstrate that the scheme is not visible within LVMF view 9.1A.
- iii. Demonstrate that the requirements of the approved Design Codes have been met and how advice from the LLDC Quality Review Panel (or subsequent replacement panel) have been incorporated within the final design
- iv. Demonstrate how the detailed design of the building has been designed to mitigate wind impacts on the public realm and neighbouring buildings within Stratford City Zone 2.
- v. Demonstrate how the proposals have applied the LLDC Inclusive Design Standards (May 2019). Include a lighting strategy for the public realm
- vi. State how Secure by Design guidance and Police Designing Out Crime Officer consultation advice has been incorporated within the detailed design
- vii. Include a description of the principles of landscape design which have informed the details submitted
- viii. Include a description of the principles for servicing and vehicle access and parking which have informed the details submitted
- ix. Demonstrate how the development complies with long and short stay cycle parking standards in place at the time of the reserved matters submission(s); including specific details of location and different types of cycle parking to be provided
- x. Demonstrate how the development complies with London Plan standards in place at the time of the reserved matters submission with regard to the provision of electric vehicle charging points for the blue badge parking spaces
- xi. Demonstrate how the scheme has successfully optimised sun and daylight effects to adjoining and nearby buildings and public spaces
- xii. Include Dynamic Simulation to demonstrate compliance with the energy strategy and to demonstrate how the proposed development has reduced the risk of overheating in accordance with the Mayor's cooling hierarchy (as may be updated from time to time)
- xiii. Include a drainage strategy that demonstrates how the development will aim to achieve a greenfield run-off rate as far as possible using sustainable drainage systems in accordance with the Mayor's drainage hierarchy (as may be updated from time to time) Include a detailed Circular Economy Statement

#### **INFORMATIVES:**

1. With regard to condition 18 (Ground Contamination), the submitted Phase 1 report is considered sufficient to address the first part of this condition, however further investigation is required to characterise the site and refine the CSM and, depending on the results undertake additional detailed risk assessment.

Due to the proposed piled foundations, the investigation should be scoped to provide sufficient information to characterise groundwater within the deeper aquifer with investigation locations selected such that they can be retained throughout the development and provide a long-term monitoring network, which will be required as part of a piling risk assessment.

2. With regards to Condition 24, prior to occupation of the Development hereby permitted, updated accurate and verified estimates of the 'be seen' energy performance indicators for each reportable unit of the development, as per the methodology outlined in the GLA 'Be seen' energy monitoring guidance shall be submitted to and approved by the local planning authority. Suitable monitoring devices shall be installed and maintained for the monitoring of the in-use energy performance indicators during the defects liability period (DLP) and for the following four years.

Reason: In order to ensure that actual operational energy performance is minimised and demonstrate compliance with the 'be seen' post-construction monitoring requirement of Publication London Plan Policy SI2.

### **Proactive and Positive Statement**

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

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

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

Dated this:



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

## London Legacy Development Corporation

### Town and Country Planning Act 1990 (as amended)

#### Appeals to the Secretary of State

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

To make an appeal online, please use [www.gov.uk/appeal-planning-inspectorate](http://www.gov.uk/appeal-planning-inspectorate). The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

- \* The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- \* The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- \* In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

#### Purchase Notice

- \* If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- \* In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

**EXECUTED** as a Deed  
(but not delivered until dated)  
by affixing the Common Seal of the  
**LONDON LEGACY DEVELOPMENT  
CORPORATION**  
in the presence of:

)  
)  
)  
)  
)  
)



Authorised Signatory





**THE COMMON SEAL of THE MAYOR AND** )  
**THE BURGESSES OF THE LONDON** )  
**BOROUGH OF NEWHAM** was hereunto )  
affixed **BY ORDER:** )

Authorised Signatory

**EXECUTED as a DEED by STRATFORD** )  
**CITY BUSINESS DISTRICT LIMITED** )  
acting by two of its directors / )  
a director and its secretary: )

Director

Director/Secretary

**EXECUTED** as a **DEED** by **IQL S10 TRUSTEE I LIMITED**, a company incorporated in Jersey acting by \_\_\_\_\_ and \_\_\_\_\_ who, in accordance with the laws of that territory, are acting under the authority of the company and acting in its capacity as a trustee of the **IQL S10 TRUST**

Signature in name of company

**IQL S10 TRUSTEE I LIMITED**  
Signature(s):

.....

.....  
Authorised Signatories

**EXECUTED** as a **DEED** by **IQL S10 TRUSTEE II LIMITED**, a company incorporated in Jersey acting by \_\_\_\_\_ and \_\_\_\_\_ who, in accordance with the laws of that territory, are acting under the authority of the company and acting in its capacity as a trustee of the **IQL S10 TRUST**

Signature in name of company

**IQL S10 TRUSTEE II LIMITED**  
Signature(s):

.....

.....  
Authorised Signatories

