

DATED 3 November 2022

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) ANTHOLOGY STRATFORD MILL LIMITED

(3) GLA LAND AND PROPERTY LIMITED

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990
and all other powers enabling
relating to land at Marshgate Lane, Pudding Mill,
Stratford, London E15 2NH

21/00455/FUL



Pinsent Masons

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BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **ANTHOLOGY STRATFORD MILL LIMITED** (Company Registration No. 10246508) of 160-166 Borough High Street, London SE1 1LB (the "**Developer**"); and
- (3) **GLA LAND AND PROPERTY LIMITED** (Company Registration No. 07911046) of 5 Endeavour Square, London E20 1JN (the "**Mortgagee**").

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer is the owner of the freehold interest in the Site which is registered at the Land Registry with Title Number TGL538750.
- (C) The Mortgagee is the registered proprietor of the charge dated 22 July 2019 and the charge dated 5 March 2021 referred to in entry number 3 and entry number 6 respectively of the charges register of Title Number TGL538750 and has agreed to enter into this deed to give its consent to the terms of the Agreement.
- (D) The Planning Application was validated by the LPA on 4 October 2021.
- (E) On 26 April 2022, the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

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:-

- "**1980 Act**" means the Highways Act 1980
- "**1990 Act**" means the Town and Country Planning Act 1990
- "**Agreement**" means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
- "**Anticipated Commencement Date**" means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
- "**Building**" means a building comprised in the Development being one of the buildings identified on Plan 2

"Commencement"	means the carrying out of a material operation comprised in the Development (or such part as may be specified) as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) any Preparatory Works and " Commence " and " Commenced " shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and " Complete " and " Completion " shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and " Compliance " shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Newham and its successor in function
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties or any of them 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) and for the avoidance of doubt and without limitation " Dispute " shall include a situation where a Consent has been sought from a Party and has either been refused or is considered by a Party to have been unreasonably delayed
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof and " First Occupy " and " First Occupier " shall be construed accordingly
"GLA"	means the Greater London Authority or its successor in function
"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 (thirteen) square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 (thirteen) square metres, bathrooms, toilets, corridors and halls
"Highway Authority"	means the Council or its successors in function
"Index"	means (unless otherwise specified in this Agreement) the All-in Tender Price Index for Greater London published by the Building

	Cost Information Service or if the same shall cease to be published such alternative index agreed by the LPA and the Developer
"Indexed"	means in relation to a sum that it is to be increased in accordance with Clause 15.2
"Interest"	means interest at 3% (three per cent) above the base lending rate of Barclays Bank Plc from time to time
"Occupy", "Occupied" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"	means on land outside the Site
"Original Agreement"	means the deed of agreement between the LPA (1) and Workspace 14 Limited (2) relating to planning permission reference 14/00422/FUL and dated 5 May 2017 (as varied by a deed of variation between the same parties and dated 14 December 2018) and which relates to the Site and adjoining land
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean any one of them
"Plan 1"	means the plan attached at Appendix 2 of this Agreement showing the Site
"Plan 2"	means the plan attached at Appendix 2 of this Agreement showing the Buildings
"Plan 3"	means the plan attached at Appendix 2 showing the Workspace
"Plan 4"	means the plan attached at Appendix 2 showing the Affordable Housing Units
"Plan 5"	means the plan attached at Appendix 2 showing the On Site Blue Badge Car Parking Spaces
"Plan 6a"	means the plan attached at Appendix 2 showing the proposed layout of Common Areas in the event the Bridge and Road Link is not delivered
"Plan 6b"	means the plan attached at Appendix 2 showing the proposed layout of Common Areas in the event the Bridge and Road Link is delivered
"Plan 7"	means the plan attached at Appendix 2 showing the Safeguarded Area
"Plan 8"	means the plan attached at Appendix 2 showing the Waterway Section
"Planning Application"	means the application for full planning permission for the erection of five buildings ranging from 2 to 12 storeys in height, comprising a total of 245 residential dwellings and commercial space (use class E), together with access, servicing, car parking, cycle

parking, cycle storage, plant, open space and landscaping and given reference number 21/00455/FUL by the LPA

"Planning Permission"

means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the draft form of which is attached at Appendix 1

"Preparatory Works"

means the following enabling works:

- (a) archaeological investigations;
- (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions;
- (c) investigations for the purpose of assessing ground conditions;
- (d) site clearance;
- (e) demolition of existing buildings On Site;
- (f) the erection of hoardings or other means of enclosure for site security operations;
- (g) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development;
- (h) (so far as is necessary) the creation of temporary access to and through the Site; and
- (i) (so far as is necessary) the diversion or laying of services;

"Private Residential Units"

means Residential Units which are not Affordable Housing Units (as defined in Schedule 1) or Additional Affordable Housing Units (as defined in Schedule 2)

"Reasonable Endeavours"

means that it is agreed by the Parties that the Developer 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 in this Agreement) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development) and the obligation in question

"Requisite Consents"

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

"Residential Unit"	means a residential unit provided as part of the Development and the phrase "Residential Units" shall be construed accordingly
"Substantial Implementation"	means: <ul style="list-style-type: none"> (a) Commencement of Development has occurred; (b) the foundations of the first Building have been completed; and (c) construction of the first Building has been completed to ground floor slab; and "Substantially Implement" or "Substantially Implemented" shall be construed accordingly
"Site"	means the land shown edged red on Plan 1
"TfL"	means Transport for London or its successor in function
"Utility Undertaker"	means any provider of gas, electricity, energy, water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive
"Workspace"	means all Class E units as indicated shaded red on the Workspace Plan
"Workspace Plan"	means Plan 3 showing the location of the Workspace and which are attached at Appendix 2 of this Agreement

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Recital is to a Recital to this Agreement; and
- (e) Plan, is to a plan annexed to this Agreement as an Appendix;

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

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and

- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall unreasonably withhold or delay the giving or making of the same;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 "including" means "including without limitation";
- 1.2.8 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;
- 1.2.9 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.10 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.11 where an obligation expressly requires the Developer to use Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 6 (six) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA; and
- 1.2.12 references to the Mortgagee include its successors in title and assigns and any future mortgagees or chargees of the Site
- 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 any matter is referred to dispute resolution under Clause 10 the findings of the Expert shall (save in relation to fraud or manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or other consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
 - 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
 - 1.6.2 endeavour (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site,

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

1.7 The Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations) sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.

2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.

2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011 or section 16 of the Greater London Councils (General Powers) Act 1974.

2.4 Without prejudice to paragraph 9 of Schedule 1 to this Agreement the obligations contained within this Agreement shall not be binding upon nor enforceable against:-

2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;

2.4.2 individual owners tenants and occupiers of the Affordable Housing Units and their individual mortgagees and chargees and those deriving title from them;

2.4.3 individual owners tenants and occupiers of the Private Residential Units and their individual mortgagees and chargees and those deriving title from them; or

2.4.4 any Affordable Housing Provider (and their mortgagees and chargees) except in relation to the obligations in Paragraphs 4-7 (inclusive) of Schedule 1 to this Agreement which shall bind such parties subject to Clause 2.7 below.

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 LPA 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 its interest in the Site or its interest in respect of that part of the Site on which the breach occurs (save for interests in the nature of an easement or the benefit of a restriction or similar) but without prejudice to liability for any subsisting breach arising before parting with that interest.

2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time (including the Mortgagee) who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any

person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.

- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function in the event of grant of the Planning Permission.
- 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 Subject to Clause 2.11 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 Subject to clause 2.12 below, if the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in its determination of such an application for the new planning permission indicates that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.
- 2.12 For the avoidance of doubt, the "Substantial Implementation Long Stop Date" referred to in paragraph 1 of Schedule 2 to this Agreement shall run from the date of the Planning Permission with reference 21/00455/FUL.

3. **CONDITIONALITY**

3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development,

save for:

3.1.3 the provisions of this Clause 3, Clauses 1, 2, 4., 5, 6, 9, 10, 11, 12, 13, 14, 16, 17 and 18 and paragraph 3 of Schedule 7 which shall come into effect immediately upon completion of this Agreement; and

3.1.4 the provisions of paragraph 2 of Schedule 1, paragraph 2 of Schedule 2, paragraph 3.1 of Schedule 5, Schedule 6, paragraph 4 of Schedule 7, and paragraph 2.1 of Schedule 10 (and all instances where express provision is made for a covenant or obligation to be performed prior to Commencement of Development) which shall come into effect upon the grant of the Planning Permission.

3.2 The Parties agree that upon the coming into effect of this Agreement in accordance with clause 3.1 above that the provisions of the Original Agreement as they relate to the Site shall no longer be enforceable or enforced by the LPA in relation to the Site

4. THE DEVELOPER'S COVENANTS WITH THE LPA

4.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it shall:-

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement (subject for the avoidance of doubt to Clause 3 above);

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

5. THE LPA'S COVENANTS WITH THE DEVELOPER

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

5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.

5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 (ten) years of the date of receipt by the LPA of such payment together with interest PROVIDED THAT for the purpose of any contribution paid pursuant to paragraph 3.1 of **Error! Reference source not found.** such period shall be 15 (fifteen) years.

5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 to 5.4 shall cease to apply in respect of those monies.

5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be:-

5.6.1 applied by that Other Statutory Authority for the purposes for which they have been paid; and

5.6.2 repaid to the Developer (or the person who made the payment if not the Developer) if such monies have not been expended or committed in accordance with the provisions of this Agreement within 10 (ten) years of the date of receipt by the Other Statutory Authority.

6. NOTICES

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

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

6.1.2 if sent by first class post or recorded delivery post, the day 2 (two) Working Days after the date of posting.

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties with not less than 5 (five) Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning
Policy and Decisions Team
Level 9
5 Endeavour Square
Stratford
London
E20 1JN

For the attention of: Director of Planning Policy and Decisions

Developer:

Address: Anthology Stratford Mill Limited
160-166 Borough High Street
London
SE1 1LB

For the attention of: Daniel Perfect

Mortgagee:

Address: GLA Land and Property Limited
5 Endeavour Square
London
E20 1JN

For the attention of: Andrew Walsh

6.3 Subject to Clauses 6.1 and 6.2 above any notice or other written communication to be given by the LPA shall be deemed valid and effectual if on its face it is signed on behalf of the LPA by an officer or duly authorised signatory.

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

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

8. VERIFICATION AND ENFORCEMENT

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the

Development at reasonable times and upon reasonable prior notice of at least 7 (seven) Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification and shall comply with all reasonable rules and regulations specified by the Developer.

9. THE MORTGAGEE

9.1 The Mortgagee consents to the Developer entering into this Agreement, and acknowledges that, subject to Clause 3.1, from the date of this Agreement, the Site shall be bound by the obligations contained in this Agreement, notwithstanding any prior charges of the Mortgagee and that the security of the Mortgagee over the Site shall take effect as if this Agreement had been entered into prior to the charge of the Mortgagee provided that:-

9.1.1 the Mortgagee shall have no liability under this Agreement unless it takes possession of the Site or the relevant part of it as a mortgagee in possession and will not be liable for any breach of the terms of this Agreement arising prior to the Mortgagee becoming a mortgagee in possession of the Site or the relevant part of it;

9.1.2 on the discharge of the security taken by the Mortgagee over the Site or any part of it (however that is effected) the Mortgagee shall be released from the terms, restrictions and obligations contained in this Agreement; and

9.1.3 if the Mortgagee shall exercise a power of sale under the relevant charge without becoming a mortgagee in possession of the Site, then the obligations under this Agreement (other than the obligations under paragraph 9.1 and paragraph 9.2 of Schedule 1 in relation to the sale of the relevant Affordable Housing Units) shall be enforceable against any purchaser of the Site and persons deriving title from that purchaser but not the Mortgagee.

10. DISPUTE RESOLUTION

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

10.2 The Notice must specify:-

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

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

10.2.3 the proposed Expert.

10.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 15 (fifteen) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 10.7 provides otherwise) to nominate the Expert at their joint expense.

10.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of fraud or manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares. In the event that a Party does not pay any such costs that it is due to pay the other Party may pay such costs and recover the same from the non-paying Party on demand.

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

- 10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 10.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-
- 10.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
 - 10.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
 - 10.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
 - 10.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
 - 10.7.5 in all other cases, the President of the Law Society to nominate the Expert.
- 10.8 Where the Dispute relates to the refusal or withholding or delay in providing a Consent by the LPA the Expert shall determine whether or not the Consent in question has been unreasonably refused or withheld or delayed.
11. **NO WAIVER**
- No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.
12. **DUTY TO ACT REASONABLY**
- The Parties agree with one another to act reasonably in the fulfilment of this Agreement.
13. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement (with the exception of the Parties' successors in title).
14. **THE LPA'S COSTS**
- 14.1 The Developer agrees that it will on completion of the Agreement pay the LPA's reasonable legal costs reasonably and properly incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement).
15. **FINANCIAL CONTRIBUTIONS AND INDEXATION**
- 15.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

15.2 All payments or financial contributions to be paid pursuant to this Agreement and that are stated as a fixed sum in this Agreement and are not (save for Indexation itself) to be calculated at a later date will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid (unless otherwise stated in this Agreement) (save for the avoidance of doubt those sums referred to in Clause 14 above).

16. **INTEREST**

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

17. **JURISDICTION AND LEGAL EFFECT**

17.1 This Agreement shall be governed by and interpreted in accordance with the law 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. **EXECUTION**

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

SCHEDULE 1

AFFORDABLE HOUSING

1. DEFINITIONS

- "Affordable Housing"** means housing including London Affordable Rented Housing, Social Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should:-
- (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and
 - (b) include provision for the home to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the Local Government Act 1963)
- "Affordable Housing Contract"** means a binding contract between the Developer and the Affordable Housing Provider for transfer of Affordable Housing Units to the Affordable Housing Provider
- "Affordable Housing Management Scheme"** means a scheme specifying:
- (a) the management, maintenance and servicing arrangements for the Affordable Housing Units; and
 - (b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charges
- "Affordable Housing Plan"** means Plan 4 showing the location of the Affordable Housing Units which is attached at Appendix 2 of this Agreement as the same may be amended from time to time with the prior written approval of the LPA

"Affordable Provider"

Housing Means:

- a) any members of the following RP groups:
 - a. A2Dominion
 - b. Catalyst Housing/Peabody
 - c. Clarion
 - d. Hyde
 - e. L&Q
 - f. MTVH
 - g. Network
 - h. Notting Hill Genesis
 - i. Riverside (including One Housing Group)
 - j. Southern
 - k. Legal & General; or
- b) a provider of Affordable Housing that is a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) and approved in respect of the Development by the LPA (such approval not to be unreasonably withheld or delayed) pursuant to paragraph 2 of this Schedule

"Affordable Housing Tenure Split" means:

- (a) 60% (sixty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing; and
- (b) 40% (forty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as Shared Ownership Housing

"Affordable Housing Units" means the Residential Units forming part of the Development to be provided as Affordable Housing pursuant to the terms of this Schedule

"Charge" means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee

"Chargee" means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such

mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

"Date of Deemed Service"

means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of this Schedule:

- (a) in the case of service by delivery by hand of the Default Notice to the LPA's offices at the address specified in Clause 6 above during the LPA's office hours, the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to the LPA's offices at the address specified in Clause 6 above, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) **PROVIDED THAT** the Chargee is able to evidence that the Default Notice was actually delivered to the LPA (by Royal Mail proof of delivery or otherwise)

"Default Notice"

means a notice in writing served on the LPA by the Chargee under paragraph 9.2.1 of this Schedule of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Grant Funding"

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

"Homes England"

means Homes England or its successor in function

"Intention Notice"

means a notice in writing served on the Chargee by the LPA under paragraph 9.3 of this Schedule that the LPA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Intermediate Housing"

means submarket housing which is available at rents which are above guideline target rents as determined through the National Rent Regime but below open market levels and which housing includes schemes such as Shared Ownership Housing provided always that such schemes meet the affordability criteria set out in the London Plan as updated from time to time in accordance with the London Plan Annual Monitoring Report

"Local Boroughs"

means the London Borough of Tower Hamlets, the London Borough of Newham, the London Borough of Waltham Forest and the London Borough of Hackney

"London Affordable Rented Housing"

means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that:

- (a) including Service Charges is not more than 80% (eighty per cent) of local market rents (where the market rent of a tenancy at any time is the rent which

the tenancy might reasonably be expected to fetch at that time on the open market); and

- (b) excluding Service Charges is no higher than the relevant benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed between the GLA and the Affordable Housing Provider of the relevant London Affordable Rented Housing Units

PROVIDED THAT and if benchmark rents are not published annual rent increases shall be capped at the annual increase in the consumer price index plus 1% per annum from 1 April 2023 or (if lower) no higher than the last benchmark rent published by the GLA for London Affordable Rented Housing increased on an annual basis in line with the annual percentage increase in the Consumer Price Index + 1% from the date of that the last benchmark rents were published for

"London Affordable Rented Units"	means the Affordable Housing Units to be provided as London Affordable Rented Housing pursuant to the terms of this Schedule together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Units
"London Plan"	the London Plan March 2021 as updated from time to time in accordance with the London Plan Annual Monitoring Report
"Mayor's Funding Guidance"	means "Homes for Londoners: Affordable Homes Programme 2021-2026" published by the Mayor of London in November 2020 or any update or replacement Guidance
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of this Schedule, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling 3 (three) months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)
"Model Form of Lease"	means the model forms of lease for Shared Ownership Housing set out in the GLA's Capital Funding Guide from time to time
"National Rent Regime"	means the regime under which the social rents of tenants of social housing are set, with particular reference to the Rent Standard (as the same may be amended or superseded)
"Option"	means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 9.4 of this Schedule for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
"Perpetuity"	means a minimum period of 125 (one hundred and twenty-five) years from the date of first Occupation of an Affordable Housing Unit
"Rents and Nominations Agreement"	means the Council's standard rents and nominations agreement subject to such amendments as may be agreed between the Council and the Affordable Housing Provider

"Rent Standard"		means the Department for Levelling Up, Housing and Communities' "Rent Standard" published in April 2020 or any successor guidance
"Service Charges"		means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit
"Shared Housing"	Ownership	means Intermediate Housing occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement version) where the lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease
"Shared Ownership Units"		means the Affordable Housing Units to be provided as and made available for Shared Ownership Housing pursuant to paragraph 4 of this Schedule
"Social Rented Housing"		means rented housing owned and managed by local authorities or Affordable Housing Providers for which guideline target rents are determined through the National Rent Regime
"Staircasing"		means the purchase by the owners of additional equity in a Shared Ownership Unit
"Sums Due"		means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"Wheelchair Housing Units"	Affordable	means Affordable Housing Units to be provided as accessible or easily adaptable dwellings for wheelchair users

2. **AFFORDABLE HOUSING PROVIDER**

Prior to the Commencement of Development, the Developer shall submit to and obtain the approval of the LPA of a shortlist of companies or organisations from the LPA's list of approved affordable housing providers who if approved shall be capable of being an Affordable Housing Provider for the Development.

3. **BASELINE AFFORDABLE HOUSING PROVISION**

3.1 The Developer shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this Schedule.

3.2 Subject to paragraph 9 below the Developer shall provide not less than 35% (thirty-five per cent) of the Habitable Rooms within the Development as Affordable Housing in accordance with the provisions of this Schedule.

- 3.3 The Affordable Housing to be provided pursuant to paragraph 3.2 above shall comprise Affordable Housing Units in accordance with the Affordable Housing Tenure Split and in the following unit size and tenure mix:-

	1 bedroom	2 bedroom	3 bedroom	4 bedroom	Total number of units
London Affordable Rented Units	2	5	17	6	30
Shared Ownership Units	15	14	4	0	33

- 3.4 The Affordable Housing Units shall be provided in the agreed locations shown on the Affordable Housing Plan unless otherwise agreed in writing with the LPA and shall be tenure blind from the Private Residential Units.
- 3.5 Not more than 50% (fifty per cent) of the Private Residential Units shall be Occupied until 75% (seventy five per cent) of the Affordable Housing Units are Completed and made ready for Occupation and disposed of to the Affordable Housing Provider pursuant to the Affordable Housing Contract.
- 3.6 Not more than 75% (seventy five per cent) of the Private Residential Units shall be Occupied until 100% (one hundred per cent) of the Affordable Housing Units are Completed and made ready for Occupation and disposed of to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

4. **SHARED OWNERSHIP UNITS - AFFORDABILITY CRITERIA**

- 4.1 Without prejudice to paragraph 4.2 below the cost of rent and/or mortgage payments and Service Charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the GLA from time to time in the London Plan (and updated in the London Plan Annual Monitoring Report) (currently £90,000 (ninety thousand pounds)). It is acknowledged that at the date of this Agreement the relevant London Plan Annual Monitoring Report states that for dwellings to be considered affordable, annual housing costs, including mortgage payments (assuming reasonable interest rates and deposit requirements), rent and service charge, should be no greater than 40% (forty per cent) of a household's net income.
- 4.2 The Shared Ownership Units shall not be Occupied other than in accordance with paragraph 4.1 above.

5. **LONDON AFFORDABLE RENTED UNITS - AFFORDABILITY CRITERIA**

- 5.1 The London Affordable Rented Units (excluding for the avoidance of doubt any letting to an Affordable Housing Provider) shall not be Occupied at rents exceeding the lower of:
- 5.1.1 a rent that is no higher than the benchmark rents for London Affordable Rented Housing published by the GLA annually in accordance with the Mayor's Funding Guidance (excluding Service Charges) or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed between the GLA and the Affordable Housing Provider of the relevant London Affordable Rented Housing Units; and
- 5.1.2 80% (eighty per cent) of local market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market) (inclusive of Service Charges),

in each case applicable at the date of the relevant tenancy.

- 5.2 Rents during the period of any tenancy of any London Affordable Rented Unit shall be subject to the Rent Standard.

6. **RESTRICTION ON OCCUPATION OF BASELINE AFFORDABLE HOUSING UNITS**

Subject to paragraphs 8.5 and 9 of this Schedule no Affordable Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Housing Unit in Perpetuity and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting.

7. **WHEELCHAIR AFFORDABLE HOUSING UNITS**

- 7.1 The Developer shall:-

7.1.1 provide the Wheelchair Affordable Housing Units in the locations identified within the accommodation schedule appended hereto at Appendix 3

7.1.2 not locate the Wheelchair Affordable Housing Units in locations other than those approved by the LPA and shown for the purposes of identification only on the plans approved pursuant to Condition 2;

7.1.3 notify the LPA at least 12 (twelve) months prior to the anticipated date of Completion of each Wheelchair Affordable Housing Unit and thereafter in respect of the first letting of each Wheelchair Affordable Housing Unit only from the date of such notification until the date of Completion of the relevant unit:

- (a) only market the Wheelchair Affordable Housing Unit to households which include a wheelchair user; and
- (b) use Reasonable Endeavours to grant the first tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user,

PROVIDED THAT in the event that a first tenancy has not been granted to a household including a wheelchair user by the date 6 (six) months prior to the anticipated date of Completion (as notified pursuant to paragraph 7.1.3 of this Schedule) of the Wheelchair Affordable Housing Unit and evidence of the same has been provided to the LPA then the Developer shall be permitted to market that unit to both households which do and households which do not include a wheelchair user and (without prejudice to paragraphs 4, 5, 6 and 7.1.3(b) above) may grant a first tenancy of that unit to a household which does not include a wheelchair user.

- 7.2 For each and every subsequent letting of a Wheelchair Affordable Housing Unit the Developer shall:

7.2.1 actively market the unit as a Wheelchair Affordable Housing Unit;

7.2.2 (without prejudice to paragraphs 4, 5 and 6 above) use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user,

PROVIDED THAT:

7.2.3 in the case of a Wheelchair Affordable Housing Unit that is an Affordable Rented Unit in the event that by the date falling 3 (three) weeks from first commencing marketing the subsequent letting of the relevant Wheelchair Affordable Housing Unit, a subsequent tenancy is not granted to a household including a wheelchair user, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 7.2.1 and 7.2.2) and

(without prejudice to paragraphs 5 and 6 above) the Developer shall be entitled to market and grant a tenancy of that unit to any household; and

7.2.4 in the case of a Wheelchair Affordable Housing Unit that is a Shared Ownership Unit in the event that by the date falling 2 (two) weeks from first commencing marketing the subsequent letting of the relevant Wheelchair Affordable Housing Unit, a subsequent tenancy is not granted to a household including a wheelchair user, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 7.2.1 and 7.2.2) and (without prejudice to paragraphs 4 and 6 above) the Developer shall be entitled to market and grant a tenancy of that unit to any household.

7.3 For the avoidance of doubt reference to a letting in paragraphs 7.1.3 and 7.2 above shall not include the grant of any lease to an Affordable Housing Provider.

8. GENERAL

8.1 The Developer shall ensure that:

8.1.1 any Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to:

(a) deliver a duly executed Rents and Nominations Agreement providing for nominations rights in relation to the Affordable Rented Units on the basis of 100% nominations rights in relation to first lettings and 75% nominations rights for subsequent lettings to the LPA within 6 (six) months of date of the Affordable Housing Contract; and

(b) advertise and allocate the Shared Ownership Units via the GLA's London-wide Homes for Londoners platform or if that platform ceases to operate such other platform or process as may be first agreed in writing with the Council.

8.2 The Developer covenants that no Affordable Housing Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of those units and evidence thereof has been provided to and approved in writing by the LPA.

8.3 The Developer covenants that no Affordable Housing Unit shall be Occupied until an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA PROVIDED THAT where the levels of rent and service charges are in accordance with the provisions of this Schedule the LPA may not withhold approval of the Affordable Housing Management Scheme on the basis that such rent and service charge levels are unaffordable and thereafter:

8.3.1 the Affordable Housing Management Scheme shall be implemented prior to Occupation of the first Affordable Housing Unit to be Occupied; and

8.3.2 the Affordable Housing Units shall be managed and maintained, marketed and Occupied (including the levying of service charge and any estate or other charges) in accordance with the approved Affordable Housing Management Scheme provided always that:

(a) changes to the said service charge or estate or other charges (as applicable) set out in the approved Affordable Housing Management Scheme of not more than the Retail Prices Index plus 1% (one per cent) of the said service charge or estate or other charges (as applicable) shall be permitted; and

(b) changes to the said service charge or estate or other charges (as applicable) set out in the approved Affordable Housing Management Scheme of more than Retail Prices Index plus 1% (one per cent) of the said service charge or estate or other charges (as applicable) shall not be permitted other than by agreement in writing by the LPA.

8.4 Upon the disposal of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

8.5 The provisions in this Schedule shall not apply in respect of any :

8.5.1 Shared Ownership Unit where 100% (one hundred per cent) of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;

8.5.2 London Affordable Rented Unit where the Occupant has purchased such unit through a statutory right to acquire.

9. **MORTGAGEES OF AFFORDABLE HOUSING PROVIDER**

9.1 Subject to paragraphs 9.2 to 9.8 (inclusive) below the provisions of this Schedule will not bind any Chargee who exercises any power of sale.

9.2 In order to benefit from the protection granted by Clause 9.1 above a Chargee must:

9.2.1 serve a Default Notice on the LPA by delivery by hand to the LPA's offices at the address specified in Clause 6 during the LPA's office hours or using first class registered post to the LPA's offices at the address specified in Clause 6 in either case addressed to the Director of Planning Policy and Decisions prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

9.2.2 when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

9.2.3 subject to paragraph 9.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 9.4 below.

9.3 From the first day of the Moratorium Period to (but excluding) the date falling 1 (one) calendar month later, the LPA may serve an Intention Notice on the Chargee.

9.4 Not later than 15 (fifteen) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will grant the LPA (and/or the LPA's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

9.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

9.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 9.5.2 below or determined in accordance with paragraph 9.6 below;

9.4.3 provided that the purchase price has been agreed in accordance with paragraph 9.5.2 below or determined in accordance with paragraph 9.6 below, but subject to paragraph 9.4.4 below, the LPA (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

9.4.4 the Option will expire upon the earlier of

- (a) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option; and
- (b) the expiry of the Moratorium Period;

9.4.5 any other terms agreed between the parties to the Option (acting reasonably).

9.5 Following the service of the Intention Notice:

9.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the LPA (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

9.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:

- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule; and
- (b) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

9.6 On the date falling 10 (ten) Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 9.5.2(a) above:

9.6.1 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

9.6.2 if, on the date falling 15 (fifteen) Working Days after service of the Intention Notice, the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

9.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 9.5.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;

9.6.4 the independent surveyor shall act as an expert and not as an arbitrator;

9.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;

9.6.6 the independent surveyor shall make his/her decision and notify the LPA, the LPA's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 (fourteen) days after his/her appointment and in any event within the Moratorium Period; and

9.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

- 9.7 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:
- 9.7.1 the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 9.7.2 the LPA (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 9.7.3 the LPA (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 9.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 9.2 to 9.7 above (inclusive)

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

"Actual Build Costs"

means the actual build costs comprising demolition, construction and external works of the Components of the Development incurred at the Review Date to be assessed by the LPA supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Developer's quantity surveyor, costs consultant or agent,

and excluding all internal costs of the Developer including but not limited to:

- (a) project management costs;
- (b) overheads and administration expenses;
- (c) professional, finance, legal and marketing costs

"Additional Housing"

Affordable

means any Additional Affordable Housing Units and any Partial Unit Contribution(s) and which shall be subject to the Affordable Housing Cap

"Additional Housing Scheme"

Affordable

means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review concludes that Additional Affordable Housing is capable of being provided within the Development and which identifies how some or all of the surplus profit identified in the Viability Review could be applied towards the provision of Additional Affordable Housing and which:

- (a) confirms which previously intended Private Residential Units are to be converted into Additional Affordable Housing Units and to which tenures;
- (b) shows the location, size and internal layout of each Additional Affordable Housing Unit with reference to 1:50 plans and drawings approved as part of the Planning Application;
- (c) ensures that at least 10% (ten per cent) of the Additional Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
- (d) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; and
- (e) identifies any Partial Unit Contribution

"Additional Housing Units"	Affordable	means any Affordable Housing to be provided On Site as part of the Development in addition to the Baseline Affordable Housing Units that is either agreed to be provided or determined to be provided pursuant to the Early Stage Review and which shall be subject to the Affordable Housing Cap
"Affordable Housing Cap"		means provision of no more than the equivalent of 50% (fifty per cent) of the Habitable Rooms comprised in the Development as Affordable Housing in a 60% (sixty per cent) London Affordable Rented Housing and 40% (forty per cent) Shared Ownership Housing tenure split by the provision of Baseline Affordable Housing Units and Additional Affordable Housing Units and/or payment of Partial Unit Contributions
"Average Shared Ownership Housing Value"		means the average value of Shared Ownership Housing floorspace per square metre within the Development at the Review Date to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to establishing such average value has taken place at a Non-Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at Market Value even if a lesser value has actually been generated by the same
"Average London Affordable Rented Housing Value"		means the average value of London Affordable Rented Unit floorspace per square metre within the Development at the Review Date to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to establishing such average value has taken place at a Non-Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant transaction had been at Market Value even if a lesser value has actually been generated by the same
"Average Private Residential Value"		means the average value of Private Residential Unit floorspace per square metre within the Development at the Review Date (based on the relevant information provided to establish the GDV of the private residential component of the Development) to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to establishing such average value has taken place at a Non-Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant transaction had been at Market Value even if a lesser value has actually been generated by the same
"Baseline Housing Units"	Affordable	means the Residential Units to be provided as Affordable Housing pursuant to paragraph 3 of Schedule 1 and for the avoidance of doubt this does not include any Additional Affordable Housing Units
"Challenge"		means the Planning Permission being the subject of judicial review proceedings or an application lodged for permission to apply for judicial review in the High Court

"Component(s) Development"	of	means a part of the Development including but not limited to:
		<ul style="list-style-type: none"> (a) a Private Residential Unit; (b) an Affordable Housing Unit; (c) Workspace; (d) any other floorspace; (e) property; (f) land; or (g) any other component at the Development
"Development Information"	Viability	<p>means the following information:</p> <ul style="list-style-type: none"> (a) estimated GDV of the private residential component of the Development at the Review Date; (b) estimated GDV of the non-residential component of the Development at the Review Date; (c) Average Private Residential Value at the Review Date; (d) Average Shared Ownership Housing Value at the Review Date; (e) Average London Affordable Rented Value at the Review Date; (f) Actual Build Costs; (g) Estimated Build Costs; <p>and including in each case supporting evidence to the LPA's reasonable satisfaction</p>
"Early Stage Review"		means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development and which shall be subject to the Affordable Housing Cap
"Early Stage Submission"	Review	<p>means the following information to be submitted by the Developer to the LPA on an open book basis:</p> <ul style="list-style-type: none"> (a) the applicable Development Viability Information; and (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and

- (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme

"Estimated Build Costs"

means the estimated build costs of the Development remaining to be incurred at the Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant including construction and external works and which take into account and are in accordance with the Actual Build Costs to be assessed by the LPA

"Force Majeure"

means pandemic, fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion or terrorist activity or any other similar event

"Formula 1"

means the following formula for determining surplus profit available for Additional Affordable Housing to be applied at any Early Stage Review (as relevant):

X = surplus profit available for Additional Affordable Housing

$$X = ((A - B) - (D - E)) - P$$

A = estimated GDV for private residential component of the Development as determined at the Review Date (£)

B = $A \div (C+1)$; the assumed application stage GDV for private residential component of the Development at the date of the Planning Permission (£)

C = Percentage change in value for the private residential component of the Development from grant of the Planning Permission to the Review Date (HPI)(%)

D = Review Stage Build Costs (£)

E = $D \div (F+1)$ the assumed application stage build costs at the date of the Planning Permission (£) where:

F = Percentage change in build costs from grant of the Planning Permission to the Review Date (BCIS All-in Tender Price Index) (%)

P = $((AR - BR) * YR)$; Developer profit on change in GDV of private residential and non-residential components of the Development (£) where:

YR = 17.5% (developer profit on GDV for the private residential component of the Development)

"Formula 2"

means the following formula for determining the amount of Additional Affordable Housing where the application of Formula 1 at any Early Stage Review (as relevant) identifies a surplus profit:

X = Additional London Affordable Rented Housing requirement (Habitable Rooms)

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional Shared Ownership Housing requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

A = Average Private Residential Value per m2 (£)

B = Average London Affordable Rented Housing Value per m2 (£)

C = Average Shared Ownership Housing Value per m2 (£)

D = Average size of Habitable Room (m²)

E = Surplus profit available for Additional Affordable Housing (£) (as determined applying Formula 1)

F = 60%

G = 40%

"GDV"

means gross development value which is the revenue achievable from the private elements of the Development arrived at through an assessment of detailed comparable market evidence of capital values or rents and yields (as appropriate) and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

"HPI"

means the Land Registry House Price Index for the relevant market area and property type

"Market Value"

means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion

"Memorandum"

means a memorandum made in accordance with paragraph 6 of this Schedule

"Non-Market Value"

means a value below the Market Value, for example due to a disposal or other related transaction:

- (a) to a purchaser who is connected in any way to the vendor grantor transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988;
- (b) which is not an arm's length true value purchase on the usual terms as between a willing vendor grantor transferor or lessor and a willing purchaser; and/or

- (c) where a transaction artificially reduces the value of a Private Residential Unit or Affordable Housing Unit which may include without limitation the following types of transaction:
- (i) transactions between the Developer and subsidiary companies of the Developer
 - (ii) transactions between the Developer and its employees
 - (iii) transactions involving loans from the Developer
 - (iv) transactions involving other forms of deferred consideration
 - (v) transactions involving finance deals
 - (vi) transactions involving other property not comprised in the Development
 - (vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Private Residential Units or Affordable Housing Units;
 - (viii) transactions involving renting or granting of a licence to occupy a Private Residential Unit (including for example as private rented sector dwellings or other models)

PROVIDED ALWAYS that where bulk sales of more than one units are concluded in the ordinary course of business it shall be taken into account that such units are comprised in a bulk sale and that discounts are commonly agreed in bulk sale transactions and they shall not be treated as Non-Market Value simply by virtue of the individual unit price being lower than if a comparable unit had been sold individually outside of a bulk sale transaction

"Partial Unit Contribution"

means a financial contribution towards Affordable Housing in the LPA's administrative area payable where an Early Stage Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing Units or cannot deliver a complete number of Additional Affordable Housing Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2) and which shall be subject to the Affordable Housing Cap

"Public Subsidy"

means any funding from the LPA and/or the GLA together with any additional public subsidy secured by the Developer or Affordable Housing Provider to support the delivery of the Development

"Referral Date"

means the date on which a matter is referred to the Viability Specialist pursuant to paragraph 4 of this Schedule

"Review Date"	means the Revised Substantial Implementation Date
"Review Stage Build Costs"	means the sum of: <ul style="list-style-type: none"> (a) Actual Build Costs; and (b) Estimated Build Costs
"Revised Substantial Implementation Date"	means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date
"Substantial Implementation Long Stop Date"	means the date 24 (twenty-four) months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission PROVIDED THAT if there is a Challenge the Substantial Implementation Long Stop Date shall be extended by a period of time which is commensurate to the period of time commencing on the date the Council is served with proceedings relating to the Challenge and ending on the date on which the proceedings relating to the Challenge are finally disposed of
"Validation Date"	means the date on which the LPA confirms pursuant to paragraph 4.3 of this Schedule that it has received a valid and complete Early Stage Review Submission
"Viability Specialist"	means an independent qualified chartered surveyor with not less than 10 (ten) years' relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with Clause 10 of this Agreement

2. **ESTABLISHING SUBSTANTIAL IMPLEMENTATION**

- 2.1 The Developer shall notify the LPA in writing of Substantial Implementation no later than 10 (ten) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 2.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation **PROVIDED ALWAYS THAT:**
- 2.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
 - 2.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
 - 2.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 2.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 (twenty) Working Days of receiving notice pursuant to paragraph 2.1 and thereafter provide written confirmation to the Developer within 15 (fifteen) Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.

2.4 If the LPA notifies the Developer that the LPA considers that the Substantial Implementation has not been achieved then this paragraph 2 shall continue to apply mutatis mutandis until the LPA has notified the Developer pursuant to paragraph 2.3 of this Schedule that Substantial Implementation has been achieved.

2.5 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 10 of this Agreement.

2.6 It is acknowledged and agreed that if it is agreed between the Parties that Substantial Implementation has occurred before the Substantial Implementation Long Stop Date, the remaining provisions of this Schedule 2 shall determine and cease to have legal effect.

3. **EARLY STAGE REVIEW**

3.1 Where Substantial Implementation has not occurred by the Substantial Implementation Long Stop Date, the Developer shall:

3.1.1 notify the LPA in writing of the Revised Substantial Implementation Date, and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date; and

3.1.2 submit the Early Stage Review Submission to the LPA prior to but not more than 40 (forty) Working Days before the Revised Substantial Implementation Date.

3.2 Any surplus profit identified in the Early Stage Review shall be applied towards the provision of Additional Affordable Housing Units and/or payment of a Partial Unit Contribution as applicable (as set out in the Additional Affordable Housing Scheme).

3.3 The Developer shall not Occupy the Development or any part thereof until:

3.3.1 the LPA has notified the Developer pursuant to paragraph 2.3 above that Substantial Implementation has been achieved on or before the Long Stop Substantial Implementation Date; or

3.3.2 the LPA has notified the Developer pursuant to paragraph 4.6.2 below that no Additional Affordable Housing is required PROVIDED THAT such notification is received within 40 Working Days of the Validation Date in accordance with paragraph 4.6 below; or

3.3.3 if the LPA notifies the Developer pursuant to paragraph 4.6.3 below that Additional Affordable Housing is required, an Additional Affordable Housing Scheme has been agreed pursuant to paragraph 4.6.3 below,

4. **EARLY STAGE REVIEW SUBMISSIONS**

4.1 The Developer shall give the LPA not less than 10 (ten) Working Days' advance written notice of the date on which any Early Stage Review Submission is intended to be submitted, and no Early Stage Review Submission shall be submitted until 10 (ten) Working Days following the giving of such advance written notice.

4.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess any Early Stage Review Submission and the LPA shall be entitled to recover from the Developer:

4.2.1 its reasonable and properly incurred internal costs (including officer time); and

4.2.2 its reasonable and properly incurred external surveying and legal costs,

incurred in reviewing and assessing such Early Stage Review Submission and undertaking the Early Stage Review and the Developer will pay such costs within 20 (twenty) Working Days of receipt of a written request for payment.

- 4.3 Upon receipt of an Early Stage Review Submission:
- 4.3.1 the LPA shall, within 10 (ten) Working Days of receipt of such Early Stage Review Submission confirm in writing to the Developer whether it has received a valid and complete Early Stage Review Submission or whether it needs further time to confirm whether it has received a valid and complete Early Stage Review Submission; and
- 4.3.2 in the event that the LPA confirms that it has not received a valid and complete Early Stage Review Submission and requires further information or supporting evidence then the LPA shall request such and the Developer shall provide any reasonably required information to the LPA within 10 (ten) Working Days of receiving the relevant request and the LPA shall confirm within 10 (ten) Working Days of receiving the further information or supporting evidence whether it has received all of the information it reasonably requires and has, therefore, received a valid and complete Early Stage Review Submission and this process may be repeated until the LPA confirms in writing that it has received a valid and complete Early Stage Review Submission.
- 4.4 Any confirmation given by the LPA pursuant to paragraph 4.3 of this Schedule shall not amount to agreement of any of the matters contained in the Early Stage Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 4 of this Schedule **PROVIDED THAT** seeking further relevant information shall not be a reason for delaying the Early Stage Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested.
- 4.5 For a period not exceeding 30 (thirty) Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA both acting reasonably may review and seek to reach an agreed position on the matters set out in the Early Stage Review Submission and where agreed between the parties this may result in revisions to the Early Stage Review Submission.
- 4.6 Within 40 (forty) Working Days of the Validation Date, the LPA shall confirm in writing that either:-
- 4.6.1 it rejects (with reasons) the conclusions of the Early Stage Review Submission ("**Non-Acceptance Notice**"); or
- 4.6.2 it accepts the conclusions of the Early Stage Review Submission that there is no surplus to apply towards the provision of Additional Affordable Housing; or
- 4.6.3 it accepts the conclusions of the Early Stage Review Submission that there is a surplus profit to apply towards the provision of Additional Affordable Housing ("**Acceptance Notice**") and the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 6 below.
- 4.7 In the event that, pursuant to paragraph 4.3 of this Schedule, the LPA has:
- 4.7.1 not confirmed in writing within 10 (ten) Working Days of receipt of an Early Stage Review Submission whether such Early Stage Submission is valid and complete or whether it needs further time to confirm whether it has received a valid and complete Early Stage Review Submission; or
- 4.7.2 not confirmed in writing within 10 (ten) Working Days of receipt of further information or supporting evidence as requested pursuant to paragraph 4.3.2 of this Schedule whether the Early Stage Review Submission is valid and complete,
- then the Developer shall be entitled to refer the matter to the Viability Specialist for determination.
- 4.8 In the event that pursuant to paragraph 4.6 of this Schedule, the Developer and the LPA have not agreed the Early Stage Review Submission either Party shall be entitled to refer the matter to the

Viability Specialist for determination and each shall use its Reasonable Endeavours to do so within 20 (twenty) Working Days from (but excluding) the earlier of:

4.8.1 the date falling 40 (forty) Working Days after the Validation Date in the event that no Non-Acceptance Notice is issued by the LPA in accordance with paragraph 4.6.1 of this Schedule; and

4.8.2 the date of the Non-Acceptance Notice,

(unless otherwise agreed between the LPA and the Developer).

4.9 Unless otherwise agreed between the LPA and the Developer or required by the Viability Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Early Stage Review Submission.

4.10 In addition to the matters specified in paragraph 4.9 of this Schedule, in making his determination the Viability Specialist shall have regard to:-

4.10.1 all relevant material submitted to him or her by the LPA and the Developer;

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

4.10.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.

4.11 Unless otherwise agreed by the LPA and the Developer or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that:

4.11.1 in the case of a referral pursuant to paragraph 4.7 of this Schedule, the Viability Specialist shall determine whether or not a valid and complete Early Stage Review Submission has been submitted and/or whether any further information or supporting evidence is necessary and must be provided by the Developer; and

4.11.2 in the case of a referral pursuant to paragraph 4.8 of this Schedule, if the Viability Specialist determines that there is surplus profit to apply towards the provision of Additional Affordable Housing, his or her decision shall include an Additional Affordable Housing Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 6 below.

5. DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING

5.1 Where it is agreed or determined pursuant to an Early Stage Review that Additional Affordable Housing is required to be provided the Developer shall prior to Occupation of more than 75% (seventy five per cent) of the Private Residential Units:

5.1.1 make any amendments to the Development required to accommodate such Additional Affordable Housing Units and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;

5.1.2 provide such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist and make it available for Occupation; and

5.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist.

5.2 Where it is agreed or determined pursuant to an Early Stage Review that Additional Affordable Housing Units are required to be provided, the Developer shall not Occupy more than 85% (eighty-five per cent) of the Private Residential Units unless and until the requirements of paragraph 5.1 of

this Schedule have been satisfied and full and satisfactory evidence of the same has been provided to the LPA.

6. **MEMORANDUM**

6.1 Within 15 (fifteen) Working Days of acceptance pursuant to paragraphs 4.6 or 4.11, the Developer and the LPA shall record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

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

"The Parties have agreed the details of the Additional Affordable Housing Scheme by way of a signed Memorandum between the LPA and the Developer dated 20 "

PROVIDED THAT there shall be no requirement to provide such endorsement where the Developer does not hold an original copy of this Agreement.

6.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Housing Units being provided:-

6.3.1 the number of Additional Affordable Housing Units shall be included within the definition of Affordable Housing Units;

6.3.2 the number of Private Residential Units shall be reduced by the corresponding number of Additional Affordable Housing Units; and

6.3.3 the obligations in Schedule 1 shall apply to the Additional Affordable Housing to be provided within the Development and shall be construed such that any reference to "Affordable Housing Units" shall include the corresponding number of "Additional Affordable Housing" Units to be provided within the Development.

7. **PUBLIC SUBSIDY**

Nothing in this Agreement shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Developer following the application of Formula 2.

8. **MONITORING**

8.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the LPA shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

8.2 The Parties acknowledge and agree that the LPA shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraphs 4.6.3 or 4.11.2 of this Schedule:

8.2.1 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);

8.2.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and

8.2.3 the amount of any Partial Unit Contribution payable pursuant to paragraph 5.1.3 of this Schedule.

SCHEDULE 3

WORKSPACE AND EMPLOYMENT

1. DEFINITIONS

"Growth Boroughs"	means together the London Borough of Barking and Dagenham, the London Borough of Greenwich, the London Borough of Hackney, the London Borough of Newham, the London Borough of Tower Hamlets and the London Borough of Waltham Forest and their respective successors in function
"Local Labour and Business Schemes"	means established careers development programmes run or supported by the LPA, Growth Boroughs or partner organisations
"Local Labour Monitoring Report"	means a report detailing for the previous calendar year how the Development has met the Local Labour and Local Business obligations in this Schedule 3 during the construction period, including but not limited to:- (a) the number of job vacancies arising from the Development which have been advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs; (b) the number of job vacancies arising from the Development which have been filled pursuant to the advertisements in Local Labour and Business Schemes and job centres in the Growth Boroughs; (c) the percentage of construction and end-use jobs which have been provided as apprenticeships; (d) the percentage of construction and end-use jobs filled by persons living in the Growth Boroughs; and (e) confirmation that the London Living Wage is promoted for all construction jobs
"London Living Wage"	means the minimum amount (currently £11.05) of pay per hour that all workers in London should receive, as published from time to time by the GLA
"National Considerate Constructors Scheme"	means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavements congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to the respect of people
"Shell and Core"	means constructed to shell and core finish, meaning Wind and Watertight with water, electricity and heating services provided to a connection point within the curtilage of the Site but not fitted out or decorated
"Wind and Watertight"	means the part of the Development containing the Workspace is constructed to a wind and watertight state such that it comprises a fully enclosed space with external walls (and roof where appropriate) completed and window and door openings and frontages able to withstand the elements but for the avoidance of

doubt such window and door openings and frontages shall be in a temporary form and not in a final finished state

"Workspace Delivery Plan" means a written document setting out a timetable for construction and delivery of the Workspace

"Workspace Strategy" means a written strategy identifying the processes for lettings, management and maintenance of the Workspace including:

- a) an agreed percentage of louvres and privacy screening to ensure and maximise active frontages; and
- b) details of how the Workspace will be designed and managed to meet the needs of small businesses within the Growth Boroughs
- c) confirmation that all units of Workspace have been constructed to be accessible, including with wheelchair accessible WCs

2. DELIVERY OF WORKSPACE

2.1 Prior to Commencement of Development, the Developer shall submit to and obtain the LPA's approval of the Workspace Delivery Plan.

2.2 The Developer shall construct the Workspace in accordance with the approved Workspace Delivery Plan as might be updated from time to time with the prior written approval of the LPA

3. WORKSPACE STRATEGY

3.1 Prior to Practical Completion of the Workspace the Developer shall submit to and obtain the LPA's approval of the Workspace Strategy.

3.2 The Developer shall not less than once a year for three years from the date of First Occupation of any part of the Workspace until the date on which all Workspace is Occupied:-

3.2.1 review the effectiveness of the Workspace Strategy; and

3.2.2 submit to the LPA for approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.

3.3 The Developer shall implement the approved Workspace Strategy from the date of its approval by the LPA (as may be amended in accordance with paragraph 3.2.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

3.4 Thereafter the Workspace shall be Occupied for no other purpose than as Workspace in accordance with the approved Workspace Strategy (as may be amended from time to time with the prior written approval of the LPA) during the lifetime of the Development.

4. LOCAL LABOUR AND LOCAL BUSINESS

4.1 The Developer shall use Reasonable Endeavours to procure that its contractors (in respect of construction vacancies and jobs arising from the construction of the Development) and its tenant(s) and any sub-tenants (in respect of Workspace vacancies and jobs) use Reasonable Endeavours to ensure that:

4.1.1 at least 50% (fifty per cent) of the workforce are from a black, Asian or minority ethnic background;

- 4.1.2 at least 50% (fifty per cent) of the construction workforce are to be women;
- 4.1.3 at least 5% (five per cent) of the construction workforce are to be disabled;
- 4.1.4 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
- 4.1.5 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 4.1.6 the recruitment of persons living in the Growth Boroughs accounts for 25% (twenty five per cent) of the construction jobs arising from the Development;
- 4.1.7 the recruitment of persons living in the Growth Boroughs accounts for a minimum of 25% (twenty-five per cent) of the end-use jobs in the Development;
- 4.1.8 the London Living Wage is paid for all construction jobs at the Development;
- 4.1.9 the London Living Wage is promoted for all end-use jobs at the Development; and
- 4.1.10 work-based learning opportunities are provided at the Development, including:
 - (a) not fewer than 4 (four) construction jobs at the Development shall be apprenticeships which shall be prioritised for persons living in the Growth Boroughs); and
 - (b) not less than 5% (five per cent) of all end-use jobs at the Development shall be apprenticeships (50% (fifty per cent) of which shall be persons living in the Growth Boroughs),

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

- 4.2 The Developer shall within 1 (one) month of the first anniversary of Commencement of the Development and annually thereafter, until the date falling 5 (five) years following Completion of the Development, submit to the LPA for approval the Local Labour Monitoring Report.

5. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

- 5.1 The Developer covenants to:
 - 5.1.1 comply with the Considerate Constructors Scheme during the construction of the Development;
 - 5.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
 - 5.1.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 5.1.1 and 5.1.2 above for duration of the construction phase of the Development.

SCHEDULE 4

PUBLIC REALM, PLAY SPACE AND ACCESS ROUTE

1. DEFINITIONS

- "Access Route"** means the pedestrian and cyclist route along Bow Back River at the eastern and southern edge of the Site shown on Plan 6a
- "Common Areas"** means all areas which are used in common by occupiers of the Development including the Access Route, the PAOS and the Play Areas
- "Delivery Plan"** means a detailed plan for the delivery and layout of the Access Route, the PAOS and the Play Areas which shall contain at least the following information:-
- (a) the specification of the Access Route
 - (b) the specification of the PAOS;
 - (c) the specification of the Play Areas and
 - (d) the timing of the delivery of the Access Route, the PAOS and the Play Areas
- "Management Strategy"** means a strategy for the management and maintenance of the Common Areas
- "Off-Site Play Space Contribution"** means £75,000 (seventy five thousand pounds) towards the enhancement and improvement of play space within the Queen Elizabeth Olympic Park
- "Permitted Closures"** means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-
- (a) in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
 - (b) where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over, along or beneath them or any other area or services in the vicinity of the PAOS;
 - (c) where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding);
 - (d) closure for a maximum of 1 (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; and

- (e) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained

PROVIDED THAT save in the case of an emergency or as otherwise agreed with the LPA, the Developer will be required to provide notice to the public of any Permitted Closure of not less than 3 (three) days prior to the date such Permitted Closure is to commence

"Play Areas"

means the areas shown on Plan 6a

"Publicly Accessible Open Space" or "PAOS"

means areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission as shown on:

- (a) Plan 6a in the event that the Bridge and Road Link is not delivered; and
- (b) Plan 6b in the event that the Bridge and Road Link is delivered,

which shall be maintained and shall be freely accessible to the general public at all times subject to paragraph 3.1 of this Schedule

2. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

- 2.1 Prior to Substantial Implementation of the Development the Developer shall submit and obtain the LPA's approval to the Delivery Plan.
- 2.2 The Developer covenants that the Development shall be carried out in accordance with the approved Delivery Plan.

3. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE

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

3.1.1 Permitted Closures;

3.1.2 any lawful requirements of the police or any other competent authority.

- 3.2 Subject to paragraph 3.1 above, the Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Access Route and the PAOS except in accordance with the Planning Permission and the Delivery Plan.

4. MANAGEMENT AND MAINTENANCE OF THE PAOS AND PLAY AREAS

- 4.1 The Developer shall submit the Management Strategy to the LPA for its approval prior to First Occupation and no part of the Development shall be First Occupied until the Management Strategy has been submitted to, and approved by, the LPA.

- 4.2 The Management Strategy shall set out detailed proposals for the following:
- 4.2.1 the management and maintenance (including repair, renewal, cleansing and keeping tidy) of the Common Areas including all associated street furniture, lighting, security equipment and drainage;
 - 4.2.2 management and coordination of waste collection and recycling; and
 - 4.2.3 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.
- 4.3 The approved Management Strategy shall be implemented from First Occupation and thereafter the Development shall be Occupied in accordance with the approved Management Strategy (as may be amended from time to time with the prior written approval of the LPA) during the lifetime of the Development.

5. **OFF-SITE PLAY SPACE CONTRIBUTION**

- 5.1 The Developer shall pay the Off-Site Play Space Contribution to the LPA prior to First Occupation and the Developer shall not First Occupy the Development until such payment has been made.

SCHEDULE 5

SUSTAINABILITY

1. DEFINITIONS

"Additional Carbon Offset Contribution"	means a financial contribution to be applied by the LPA in accordance with Part 5 of the Carbon Offset SPD (August 2016) and calculated in accordance with such SPD as follows: (a) (Carbon gap (tonnes of Co2) x price of carbon (£60 Indexed) x 30 years) – Carbon Offset Contribution
"Carbon Offset Contribution"	means a financial contribution of up to £186,000 (one hundred and eighty six thousand pounds) (Indexed) and the final amount of which is subject to the Carbon Offset Contribution Recalculation
"Carbon Offset Contribution Recalculation"	means a recalculation of the amount of the Carbon Offset Contribution on the basis of the as-built performance of the Development to be calculated on the same basis as the Additional Carbon Offset Contribution
"Connection Contract"	means a legally binding contract between the Developer and the operator of the District Energy Network to connect the Development to the District Energy Network on a specified Connection Date on terms acceptable to the Developer at its absolute discretion
"Connection Date"	means a fixed date by which the Development shall be connected to the District Energy Network
"Defects Liability Period"	means such period of time following Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building
"District Energy Network"	means the Olympic Park district energy network
"Extension"	means the District Energy Network will be extended across the river including any necessary funding and consents having been secured and "Extend" shall be construed accordingly
"Local Solution"	means a local heat network operating as part of a decentralised energy system supplying market competitive low to zero carbon energy located within the Development or adjacent nearby developments
"Technical Guidance"	means the East London Energy Technical Specification for Residential Developments including: Plant Room Provision and Secondary Network Design, Materials and Workmanship and Heat Interface Units and Revenue Metering Systems

2. DISTRICT ENERGY NETWORK

2.1 The Developer shall:

2.1.1 use Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site (including the requirement to secure all Requisite Consents and to design in passive provision for future connection) in accordance with the Technical Guidance prior to above ground works; and

2.1.2 not permit above ground works until a written report has been provided to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above and the progress made towards securing the Extension.

2.2 If the report submitted pursuant to paragraph 2.1.2 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site the Developer must use Reasonable Endeavours to connect the Development to the District Energy Network prior to First Occupation.

2.3 If the report submitted pursuant to paragraph 2.1.2 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site but that this will not be possible using Reasonable Endeavours (including but not limited to technical and/or financial factors) until after First Occupation the Developer must use Reasonable Endeavours to enter into a Connection Contract prior to First Occupation and where such a contract is entered into, shall:

2.3.1 agree details of temporary energy provision with the LPA; and

2.3.2 thereafter provide the agreed temporary energy provision prior to First Occupation until the Connection Date.

2.4 If either the report submitted pursuant to paragraph 2.1.2 concludes that it will not be possible using Reasonable Endeavours (including but not limited to technical and/or financial factors) to connect the Development to the District Energy Network or the Developer is unable using Reasonable Endeavours to enter into a Connection Contract in respect of the Development prior to First Occupation of the Development, then the Developer shall:

2.4.1 use Reasonable Endeavours to connect the Development to an existing or additional Local Solution; and

2.4.2 submit a further written report to the LPA prior to First Occupation outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.4.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.

2.5 In the event that a Building is not connected to the District Energy Network at the date of its Occupation the Developer shall:

2.5.1 ensure such Building is designed so as to allow a connection to the District Energy Network in the future;

2.5.2 use Reasonable Endeavours to connect the Building to the District Energy Network if it becomes feasible to do so (taking into account but not limited to technical and/or financial factors); and

2.5.3 submit a written report to the LPA prior to First Occupation outlining the steps the Developer has taken to satisfy the obligation in 2.5.1 above.

2.6 No Building shall be Occupied until it is connected to the District Energy Network or the LPA has approved details of its energy provision pursuant to paragraph 2.3 or paragraph 2.4 and paragraph 2.5 above.

3. **CARBON OFFSETTING**

- 3.1 The Developer shall pay 50% of the Carbon Offset Contribution to the LPA prior to Commencement of the Development and the Developer shall not Commence the Development until such payment has been made.
- 3.2 The Developer shall submit the Carbon Offset Contribution Recalculation to the LPA prior to first Occupation of the Development and the Developer shall not suffer or permit first Occupation of the Development until the Carbon Offset Contribution Recalculation has been submitted to the LPA
- 3.3 The Developer shall pay the balance of the Carbon Offset Contribution as set out in the approved Carbon Offset Contribution Recalculation within 20 Working Days after receipt by the Developer of the LPA's written approval of the Carbon Offset Contribution Recalculation
- 3.4 In the event that a Building is not connected to the District Energy Network in accordance with this Schedule 5 the Developer shall pay the Additional Carbon Offset Contribution attributable to that Building (if any) to the LPA prior to First Occupation of that Building and such Building shall not be Occupied unless and until the Additional Carbon Offset Contribution attributable to such Building has been paid.
- 3.5 For the avoidance of doubt and without limitation any dispute in respect of the matters referred to in this Schedule may be referred for determination pursuant to Clause 10 of this Agreement.

4. **REDUCTION OF ENERGY DEMAND**

- 4.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):-
- 4.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
 - 4.1.2 the promotion of the use of energy efficient appliances; and
 - 4.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development where feasible (or any part thereof).

SCHEDULE 6

DESIGN MONITORING

1. Definitions

- "Approved Drawings"** means the drawings relating to the Original Design Principles approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions (as amended, varied or replaced from time to time pursuant to a S73 Permission or a S96A Amendment)
- "Architect"** means Hawkins Brown or such other architect as might be agreed between the Developer and the LPA from time to time in accordance with paragraph 3.2.3 of this Schedule
- "Design Application"** means one of the following:
- (a) an application to the LPA for the approval of details pursuant to one or more Design Conditions;
 - (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings;
 - (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
- "Design Application Report"** means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:
- (a) report on the compliance of the Design Application with the Approved Drawings;
 - (b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process; and
 - (c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons
- "Design Conditions"** means Conditions 34, 35, 36, 40, 41, 42, 43, and 49 of the Planning Permission and "Design Condition" means any one of them
- "Design Monitoring Completion Letter"** means a letter (incorporating an executive summary) from the Monitoring Team to include the following:
- (a) report on the compliance of the completed Development with the Approved Drawings; and
 - (b) conclusion stating clearly whether the Monitoring Team consider that the Development

has been constructed in accordance with the Approved Drawings, giving reasons

"Design Monitoring Contribution"

means the sum of:

- (a) £80,000 (eighty thousand pounds) (Indexed) where the Trigger Event falls within parts (a), (b) (c) or (d) or the definition of Trigger Event; and
- (b) £20,000 (twenty thousand pounds) (Indexed) where the Trigger Event falls within part (e) of the definition of Trigger Event,

to be paid in accordance with paragraph 3.1 of this Schedule to meet the LPA'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 Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

"Design Monitoring Plan"

means the written document identifying the following:

- (a) the Original Design Principles;
- (b) the Design Conditions (including target dates for submission and discharge);
- (c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team;
- (d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages);
- (e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA;
- (f) key dates and milestones for information release and package reviews;
- (g) technical requirements in respect of the information to be submitted to the Monitoring Team for review;
- (h) the construction phasing plan;
- (i) elements requiring development and resolution;

(j) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors); and

(k) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

"Design Monitoring Report"

means a desktop report (incorporating an executive summary) by the Monitoring Team on progress against the Design Monitoring Plan during the period covered by the report which shall include as a minimum the following information (to the extent applicable):

(a) report on workshops held with overview of conclusions;

(b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials; samples; details; design information; sub-contractor/ supplier information;

(c) comments and recommendations on Design Applications;

(d) any deviations from the Approved Drawings;

(e) progress of construction of the Development and conformity with Approved Drawings;

(f) status of previous comments and recommendations;

(g) actions and decisions required in the next period;

(h) conclusions; and

(i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan.

"Design Team"

means the design team retained by the Developer as set out in the relevant Design Team Statement

"Design Team Statement"

means the written document by the Developer setting out the following information which shall be factually correct at the date the statement is given:

(a) the members of the design team retained by the Developer in connection with the Development and their contact details; and

(b) the scope of appointment of each member of the design team; and

(c) if applicable identifying any members of the Planning Team no longer retained and the

	member(s) of the design team taking over their role
"Development"	means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
"Initial Design Monitoring Workshop"	means the workshop to be held pursuant to paragraph 5.2
"Landscape Architect"	means Fabrik or such other landscape architect as might be agreed between the Developer and the LPA from time to time in accordance with paragraph 3.2.3 of this Schedule
"Monitoring Team"	means a team to be appointed pursuant to paragraph 5.5 comprising: <ul style="list-style-type: none"> (a) the Architect and Landscape Architect; or (b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles
"Original Design Principles"	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule
"Planning Team"	means the Architect and the Landscape Architect
"RIBA Stage 3 Technical Design"	means RIBA Stage 3 technical design work
"RIBA Stage 4 Technical Design"	means RIBA Stage 4 technical design work
"S73 Permission"	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
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
"Terminated"	means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and " Termination " shall be construed accordingly
"Trigger Event"	means the occurrence of one of the following events: <ul style="list-style-type: none"> (a) a Design Team Statement submitted pursuant to paragraph 2.1 confirms one or more members of the Planning Team are no longer retained;

- (b) a Design Team Statement submitted pursuant to paragraph 2.2.1 confirms RIBA Stage 3 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained;
- (c) a Design Team Statement submitted pursuant to paragraph 2.2.2 confirms RIBA Stage 4 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained;
- (d) a Design Team Statement submitted pursuant to paragraph 2.2.3 confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 Technical Design in respect of the entire Development;
- (e) a Design Team Statement submitted pursuant to paragraph 2.2.4 confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings,

2. DESIGN TEAM STATEMENT

- 2.1 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.
- 2.2 Without prejudice to paragraph 2.1 the Developer shall submit a Design Team Statement to the LPA:
 - 2.2.1 immediately following the commencement of the preparation of the RIBA Stage 3 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained for the RIBA Stage 3 Technical Design;
 - 2.2.2 immediately following the commencement of the preparation of the RIBA Stage 4 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained for the RIBA Stage 4 Technical Design;
 - 2.2.3 save where RIBA Stage 4 Technical Design has been completed in respect of the entire Development, within 10 (ten) Working Days of Termination of the appointment of one or more members of the Planning Team; and
 - 2.2.4 prior to Commencement of the Development and thereafter every 6 (six) months during the construction of the Development until its Completion.

3. DESIGN MONITORING CONTRIBUTION

- 3.1 Subject to paragraph 3.3, the Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 (ten) Working Days of a Trigger Event.
- 3.2 Subject to paragraph 3.3, it is hereby acknowledged and agreed that:
 - 3.2.1 there may be more than one Trigger Event;
 - 3.2.2 the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event; and

3.2.3 an event shall not be deemed to be a Trigger Event where a suitable alternative has been proposed by the Developer and agreed in writing by the LPA.

3.3 It is hereby agreed and acknowledged by the Parties that:

3.3.1 the sum of all Design Monitoring Contributions payable pursuant to paragraph 3.1 shall not exceed £100,000 (One Hundred Thousand Pounds); and

3.3.2 where the sum of the Design Monitoring Contributions paid pursuant to paragraph 3.1 would exceed £100,000 (One Hundred Thousand Pounds) there shall be no requirement to pay any further Design Monitoring Contribution to the extent that it exceeds £100,000 (One Hundred Thousand Pounds).

4. **RESTRICTION ON DEVELOPMENT**

4.1 No Development shall be Commenced until either:-

4.1.1 the Developer has provided evidence to the LPA's reasonable satisfaction that the Planning Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or

4.1.2 the LPA has approved in writing any alternative members of the Planning Team; or

4.1.3 subject to paragraph 3.3 above, the Developer has paid any relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 3 above.

4.2 No Development shall be carried out except in strict accordance with the Approved Drawings.

5. **DESIGN MONITORING PROCESS**

5.1 The Parties hereby agree that:

5.1.1 this paragraph 5 shall apply (and shall only apply) following a Trigger Event;

5.1.2 the obligations on the LPA in this paragraph 5 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event.

5.2 Not more than 20 (twenty) Working Days following the Trigger Event the Developer and the LPA shall hold an initial workshop to:

5.2.1 discuss and agree how the Original Design Principles will be safeguarded;

5.2.2 discuss the appointment of the Monitoring Team;

5.2.3 discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and

5.2.4 review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4.

5.3 The following parties shall be invited to attend the Initial Design Monitoring Workshop:

5.3.1 the Design Team;

5.3.2 the Planning Team;

5.3.3 (if already appointed and different to the Planning Team) the Monitoring Team.

5.4 The Developer shall prepare and submit a draft Design Monitoring Plan to the LPA not less than 10 (ten) Working Days in advance of the Initial Design Monitoring Workshop.

5.5 Not later than 10 (ten) Working Days following the Initial Design Monitoring Workshop the LPA shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:

- 5.5.1 to monitor the design of the Development;
- 5.5.2 to oversee compliance with the Original Design Principles;
- 5.5.3 to oversee compliance with the quality of the Approved Drawings;
- 5.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;
- 5.5.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;
- 5.5.6 to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 (twenty) Working Days following the Initial Design Monitoring Workshop;
- 5.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);
- 5.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
- 5.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;
- 5.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
- 5.5.11 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
- 5.5.12 to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and
- 5.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions,

and the appointment of the Monitoring Team will incorporate the table set out in Part 3 of this Schedule.

5.6 The Developer shall:

- 5.6.1 comply with the requirements of the Developer identified in the final Design Monitoring Plan; and
- 5.6.2 procure the compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan including but not limited to attendance at workshops with the Monitoring Team, submission of information to the Monitoring Team for review and facilitating site visits and inspections.

ORIGINAL DESIGN PRINCIPLES

Area	Principles, strategies, details & materials to be safeguarded
Building	<p>Detailed drawings including drawings of: Principal features on the facades e.g. bay studies</p> <ul style="list-style-type: none"> • Details of each envelope / roof type • Detailed brick elements including mortar joint profile • Details of glazing and curtain walling systems including any manifestation • Key junctions/bonds between materials/finishes • Ground floor frontages including entrances, glazing and signage zones, infill panels on plant rooms/bike stores etc, shopfronts or commercial/workspace frontages • Parapets, roof edges, rooftop plant screening, lift over runs etc • Elevational location of all joints e.g. structural, movement, panels • Elevational location of all openings in envelope e.g. ventilation grilles, bird & bat boxes • Elevational location of all items which are fixed to the façade e.g. fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes • Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to balconies / terraces • Details of key architectural metalwork / screens / gates • Details of balconies and terraces including floor finishes • Balustrade details • Details of soffits and canopies • Details of external stairs • Junctions with neighbouring buildings • External signage details including elevations and sections <p>Details of materials and products, including finishes, of: Façade and roof cladding materials</p> <ul style="list-style-type: none"> • Brick and mortar type including mortar joint profile • Window / door types (including finishes, glass types and any manifestation) • Curtain wall (including finishes, glass types and any manifestation)

	<ul style="list-style-type: none"> • Facing metalwork (e.g. balustrades, service doors, screens, gates) • All items which are fixed / integrated to the façade (e.g. fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes) • Soffit and canopy materials • Balcony and terrace floor finishes • Samples of the above materials should be provided.
Landscape	<p>Detailed drawings including drawings of:</p> <ul style="list-style-type: none"> • Hard + soft landscaping details/paving • Tree planting • Retaining structures • Ecology features • Interface/ conflict with highways • Details of green / brown roof system <p>Details of materials and products, including finishes, of Hard + soft landscaping details/paving</p> <ul style="list-style-type: none"> • Any other materials not listed but bespoke to building requirements
Sustainability/ M&E (Building Services Engineer)	<ul style="list-style-type: none"> • Sustainability strategy (thermal performance, airtightness, renewables, zero carbon, material use) • Heated/ unheated space & airtightness strategy • Overheating prevention strategy • MEP principles and strategies • RCP plans where these affects external appearance such as walkways • Elements affecting façade such as vents or lighting

PART 1

MONITORING TEAM - ACTIONS AND DELIVERABLES

Workstage	Action	Deliverables	Completion Date
<p>Pre RIBA Stage 3/4 Significantly before any RIBA Stage 3/4 Technical Design begins</p>	<p>Initial Design Monitoring Workshop:</p> <p>Following submission of the Design Team Statement, a workshop meeting should take place between the Developer & LPA and should include discussion about:</p> <ul style="list-style-type: none"> • Proposed Design Team members / organisations • Proposed Monitoring Team members / organisations • Proposed ways of working between the Monitoring Team and the Design Team <p>Representatives of the Planning Team should be present for this meeting.</p> <p>A draft Design Monitoring Plan should be available for discussion setting out the principles of how design quality will be safeguarded. It is suggested that key members of the Design Team and the Monitoring Team are present for this discussion.</p>	<p>Draft Design Monitoring Plan (provided by the Developer). For discussion with LLDC LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>At RIBA Stage 3/4 Commencement Immediately prior to technical design commencing</p>	<p>Design Monitoring Plan:</p> <p>Design Monitoring Plan to be produced by Monitoring Team & submitted to the LPA for sign off, identifying:</p> <ul style="list-style-type: none"> • The Original Design Principles • Physical material samples, mock-ups & benchmarks for review & sign off by Monitoring Team/ LPA (including relevant planning conditions) • Elements requiring development and resolution • Risk elements (such as those requiring resolution with suppliers / subcontractors) 	<p>Design Monitoring Plan to be submitted to the LPA prior to start of RIBA Stage 3/4 and/</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	<ul style="list-style-type: none"> • Scope of Design Monitoring Reports • Plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates & milestones • Identify relevant planning conditions, and target dates for discharge • Frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages) • Information release schedule and construction phase plan 		
<p>RIBA Stage 3 – 5 During Technical Design & Construction</p>	<p>Design Monitoring Reports:</p> <p>Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4.</p> <p>Monitoring Architect to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows;</p> <ul style="list-style-type: none"> • Executive summary • Report on progress against the Design Monitoring Plan • Report on workshops held, with overview of conclusions • Report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub contractor/ supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period • Provide commentary and recommendations regarding submission of Design Applications by Design Team • Report on any deviations from the Approved Drawings • Report on progress on site, and conformity with design / approved 	<p>Submit Design Monitoring Reports to LPA as supporting information to discharge of each relevant design condition</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	<p>planning documents (during stage 5)</p> <ul style="list-style-type: none"> • Commentary on S73 or 96A applications in the period if applicable • Status of previous comments and recommendations • Actions and decisions required in the next period • Conclusions 		
<p>RIBA Stage 3 – 5 During Technical Design & Construction</p>	<p>Design Application Report For each design related condition discharge a supporting report should be provided including:</p> <ul style="list-style-type: none"> • Executive summary • Report on compliance with the Approved Drawings • For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process • Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition 	<p>Submit Design Application Report(s) to the LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>RIBA Stage 5 During construction</p>	<p>Design Monitoring Sample Reviews & Site Visits:</p> <p>Sample reviews: Carry out reviews of samples, mock-ups & benchmarks areas of external envelope and landscaped areas (identified in planning condition & Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the Works. Reviews to be combined with site visits where possible.</p> <p>Site Visits: Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up and benchmark areas. Site inspections prior</p>	<p>Monitoring Team to attend site visits with the LPA as requested</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	to relevant condition sign off by the LPA of building elements such as façade brickwork or landscaping.		
RIBA Stage 6 Handover	<p>Design Monitoring Completion Letter:</p> <p>For each design related condition, a supporting letter at completion should be provided including:</p> <ul style="list-style-type: none"> • Executive summary • Report on compliance with the Approved Drawings • Commentary on compliance with the information submitted for discharge of conditions • Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings 	Submit Design Monitoring Completion Letter to the LPA	Submission: DDMMYY Approval: DDMMYY

SCHEDULE 7

TRANSPORT AND HIGHWAYS

1. DEFINITIONS

“Construction Mitigation Contribution”	means £50,000 (fifty thousand pounds) (Indexed) towards construction mitigation impacts including the provision of safety measures and safety personnel to assist residents and businesses during construction
“Construction Transport Management Contribution”	means £20,000 (twenty thousand pounds) (Indexed) towards the administration of the Construction Transport Management Group
“Construction Transport Management Group”	means the group set up under the terms of the Legacy Communities Scheme Permission to manage and coordinate the cumulative construction traffic impacts arising from the Legacy Communities Scheme Permission and other developments
“Highway Improvements”	means (unless otherwise agreed with the LPA and the Highway Authority) works including but not limited to: <ul style="list-style-type: none">(a) Redesigned vehicle crossover on Marshgate Lane(b) Provision of on-street loading bay on Marshgate Lane(c) Public footway reinstatement and improvement works on Marshgate Lane(d) Landscaping and planting of street trees on Marshgate Lane(e) Visibility splays and tracking
Highways Contribution	means £50,000 (fifty thousand pounds) (Indexed) towards Improvements to walking and cycling routes on Marshgate Lane, including a raised table
“Legacy Communities Scheme Permission”	means planning permission reference 11/90621/OUTODA as varied by planning permission reference 14/00036/VAR
“On Site Blue Badge Car Parking Spaces”	means 19 blue badge car parking spaces within the Development in the location shown on Plan 5 to be made available by the Developer for use by occupants and visitors to the Development who are blue badge holders pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 including one space which shall be designated for users of the Workspace
“Passive Electric Charging Provision”	means the spaces will be delivered with a network of cables and power supply infrastructure to ensure a socket or equivalent can be added at a future date
“S278 Agreement”	means a highway agreement under section 278 and/or section 38 of the Highways Act 1980 to secure the Highway Improvements
“Traffic Management Order”	means an order pursuant to the Road Traffic Regulation Act 1984 for the regulation of the use of highways in the vicinity of the Site

“Wayfinding Contribution” means £25,000 (twenty five thousand pounds) (Indexed) towards improved local connectivity and wayfinding

2. HIGHWAY IMPROVEMENTS AND MITIGATION

- 2.1 Prior to Occupation of the Development the Developer shall enter into the S278 Agreement (or S278 Agreements as applicable) with the Highway Authority on terms that are satisfactory to the LPA and the Highway Authority and shall not Occupy the Development unless and until the S278 Agreement (or S278 Agreements) have been entered into in accordance with this paragraph.
- 2.2 Prior to Occupation of the Development the Developer shall obtain any Traffic Management Order(s) as may be required in connection with the Highway Improvements and shall not Occupy the Development unless and until such Traffic Management Order(s) have been obtained.
- 2.3 Prior to First Occupation the Developer shall pay the Highways Contribution to the Highway Authority and the Developer covenants not to First Occupy the Development until the Highways Contribution has been paid to the Highway Authority.
- 2.4 Prior to First Occupation the Developer shall pay the Wayfinding Contribution to the Highway Authority and the Developer covenants not to First Occupy the Development until the Wayfinding Contribution has been paid to the Highway Authority.
- 2.5 The Developer shall not First Occupy the Development until the Highways Improvements have been carried out.

3. CONSTRUCTION TRANSPORT MANAGEMENT GROUP

- 3.1 With effect from the date of this Agreement the Developer shall:
 - 3.1.1 notify the Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;
 - 3.1.2 if invited to attend meetings of the Construction Transport Management Group, send one or more representatives to such meetings; and
 - 3.1.3 provide such information to the Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.
- 3.2 The obligation in paragraph 3.1 shall cease to apply on the earlier of the expiry of the Planning Permission without implementation or the Completion of the Development.
- 3.3 Prior to Commencement of Development the Developer shall pay the Construction Transport Management Contribution to the LPA and the Developer covenants not to Commence the Development until the Construction Transport Management Contribution has been paid.
- 3.4 Prior to Commencement of Development the Developer shall pay the Construction Mitigation Contribution to the LPA and the Developer covenants not to Commence the Development until the Construction Mitigation Contribution has been paid.

4. BLUE BADGE SPACES PROVISION

- 4.1 Prior to the Commencement of the Development, the Developer shall submit a scheme (prepared in consultation with the Highway Authority) to be approved by the LPA for the provision of the On Site Blue Badge Car Parking Spaces.
- 4.2 The Developer shall:-
 - 4.2.1 prior to First Occupation provide the On Site Blue Badge Car Parking Spaces; and

4.2.2 not permit First Occupation unless and until the On Site Blue Badge Car Parking Spaces have been provided,

and the On Site Blue Badge Car Parking Spaces shall thereafter be maintained for the lifetime of the Development.

4.3 The Developer covenants that:

4.3.1 20% of the On Site Blue Badge Car Parking Spaces will be delivered with active electric charging points; and

4.3.2 the remaining On Site Blue Badge Car Parking Spaces will be delivered with Passive Electric Charging Provision.

5. **CAR CLUB**

The Developer shall provide the first household to Occupy each Residential Unit and the first commercial tenant of each unit within the Workspace with free membership for a period of 3 (three) years for the use of a car club/van share scheme in the vicinity of the Development if requested by the occupants of the Residential Unit and/or Workspace **PROVIDED THAT** in the interests of administrative efficiency the Parties agree that the monies required to provide the free car club membership referred to in this paragraph can be paid directly to the car club provider.

6. **CAR FREE DEVELOPMENT**

6.1 The Developer covenants that:-

6.1.1 it shall include in each transfer of a Residential Unit and in each lease for a unit of Workspace a covenant on the transferee or tenant (as relevant) that they shall not apply for or obtain an on-street parking permit (save for any permit to which they may be entitled in connection with any accommodation or any business that is not part of the Development and save for short term, pay as you go parking for not more than 48 (forty-eight) hours at a time) to park a vehicle on public highways in the vicinity of the Development at any time during the life of the Development unless otherwise agreed by the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disable Persons' Act 1970;

6.1.2 each Residential Unit or unit of Workspace shall not be Occupied unless the covenant set out in paragraph 6.1.1 is contained in the transfer or lease for that unit;

6.1.3 it shall not dispose of to any person or Occupy or allow any person and/or company to Occupy any unit of the Workspace unless a notice has been served on such person and/or company that the covenant set out at paragraph 6.1.1 is contained in the lease and therefore such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit (save for any permit to which they may be entitled in connection with any accommodation or any business that is not part of the Development and save for short term, pay as you go parking for not more than 48 (forty-eight) hours at a time) to park a vehicle in any marked highway bay or other place on the public highway; and

6.1.4 prior to the Occupation of the Development to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this Schedule and that such notification has been made.

6.1.5 It is hereby acknowledged and agreed that where the Developer has complied with paragraphs 6.1.1 to 6.1.4 of this Schedule if such occupant has applied or obtained a permit the LPA may only be entitled to take action against that occupant and not the Developer.

SCHEDULE 8

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"		means the modal split targets identified in the approved Travel Plan
"Monitoring Period"		means 6 (six) months after First Occupation of the Development until the date falling 5 (five) years after First Occupation of the final Building to be Completed
"Sustainable Transport Measures"		means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure, in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"Travel Plan"		means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
"Travel Plan Monitoring"		means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked; (b) monitoring of the usage of the car parking which is available for use in the Development; and (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
"Travel Plan Monitoring Officer"		means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
"Travel Plan Monitoring Report"		means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:- (a) details of trip generation rates; (b) details of mode share and change in mode share over time; (c) details of how effectively the Travel Plan has operated within the previous period; and (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved; and (e) (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to

the Travel Plan for approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

"Travel Plan Review Period" means the following reviews for the duration of the Monitoring Period:

- (a) initially the period of 6 (six) months commencing on First Occupation of the first Residential Unit to be Occupied; and
- (b) thereafter the period of 12 (twelve) months commencing on expiry of the period referred to in (a) and each subsequent 12 (twelve) month period

2. TRAVEL PLAN

2.1 Prior to First Occupation of the Development the Developer shall:-

2.1.1 submit the Travel Plan to the LPA for approval; and

2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer, and

the Development shall not be Occupied unless and until the Travel Plan has been approved by the LPA pursuant to paragraph 2.1.1 above and the provisions of paragraph 2.1.2 have been complied with.

2.2 The Travel Plan to be submitted pursuant to paragraph 2.1 shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

2.3 The Travel Plan to be submitted pursuant to paragraph 2.1 shall:-

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

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

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

2.3.4 contain measures aimed at:-

- (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and

- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

2.3.5 include a parking review plan which sets out:-

- (a) a strategy for periodic review of the parking spaces; and
- (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 (one) parking space is offered to each resident or employee who is a disabled motorist in line with London Plan policy, up to a maximum of 19 (nineteen) spaces.

2.3.6 include a car parking management plan which sets out:

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

2.4 The Developer shall implement the approved Travel Plan from First Occupation of any part of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.

2.5 Thereafter the Developer shall ensure that the Development is Occupied in accordance with the approved Travel Plan (as amended from time to time) for the lifetime of the Development.

3. TRAVEL PLAN MONITORING

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

3.2 During the Monitoring Period the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by not later than 42 (forty-two) days after the end of each Travel Plan Review Period.

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

4. MODAL SPLIT TARGETS

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

4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any Travel Plan Monitoring Report in accordance with the timetable set out therein as approved by the LPA.

4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved or are unlikely to be achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

SCHEDULE 9

BRIDGE AND ROAD LINK

"Bridge and Road Link"	means a road and bridge link connection to connect the Site to Stratford High Street as indicatively shown on Plan 6b
"Bridge and Road Link Layout"	means the layout of the Safeguarded Area in accordance with the Landscape Works Plan
"Bridge and Road Link Notice"	means a written notice served by the Highway Authority or the LPA on the Developer requesting that the Developer make available the Safeguarded Area for the Bridge and Road Link which is to be accompanied by:- (a) a specification for the Bridge and Road Link and (b) a programme for implementation of the Bridge and Road Link
"Feasibility Study Contribution"	means £25,000 (twenty five thousand pounds) (Indexed) towards feasibility studies for the delivery of the Bridge and Road Link
"Landscape Works"	means the landscaping approved under the Landscape Works Plan
"Landscape Works Plan"	means a plan of the proposed landscaping in and around the Safeguarded Area
"Safeguarded Area"	means the area associated with the Bridge and Road Link shown on Plan 7

2. BRIDGE AND ROAD LINK

- 2.1 The Developer shall submit to and obtain the LPA's approval of the Landscape Works Plan prior to First Occupation.
- 2.2 Unless otherwise agreed in writing with the LPA, no part of the Development shall be Occupied until the Developer has carried out the Bridge and Road Link Layout and the Landscape Works.
- 2.3 The Developer shall maintain the Bridge and Road Link Layout and the Landscape Works until the earlier of:-
 - 2.3.1 such time as the LPA or the Highway Authority requests that the Safeguarded Area be made available by serving the Bridge and Road Link Notice and the Bridge and Road Link is dedicated and adopted pursuant to an agreement made under section 38 of the Highways Act 1980 (the "Agreement") PROVIDED THAT the requirement to maintain the Bridge and Road Link Works and the Landscape Works shall not apply in the event that Agreement specifies that any maintenance is to be carried out by a third party; and
 - 2.3.2 the date which is 15 years from the Commencement Date.
- 2.4 In the event the Bridge and Road Link Notice has not been served within 15 years from the Commencement Date the subsequent provisions in this Schedule shall no longer be of any effect.
- 2.5 During the period of 15 years from the Commencement Date the Developer shall not carry out development or works of construction (temporary or permanent) on the Safeguarded Area **PROVIDED THAT** the Developer shall be able to carry out the following on the Safeguarded Area:-

- 2.5.1 the Landscape Works;
 - 2.5.2 store plant, materials and/or other machinery on the Safeguarded Area during the construction of the Development and for maintenance operations;
 - 2.5.3 place hoardings including those displaying advertisements and scaffolding;
 - 2.5.4 lay utilities, drainage and cabling under the Safeguarded Area if such laying of utilities, drainage or cabling would not interfere with the future construction and/or use of the Bridge and Road Link (subject to the prior approval of the LPA, such approval not to be unreasonably withheld or delayed); and
 - 2.5.5 the Bridge and Road Link Layout.
- 2.6 Following receipt of a Bridge and Road Link Notice and if required to do so by the Highway Authority the Developer shall enter into an agreement pursuant to section 38 of the Highways Act 1980 for the construction of the Bridge and Road Link and dedication of the Bridge and Road Link and the Bridge and Road Link Works including (but not limited to) the following provisions:-
- 2.6.1 the Developer shall allow the Highway Authority to access the Safeguarded Area for the purpose of constructing the Bridge and Road Link: and
 - 2.6.2 the Bridge and Road Link and the Bridge and Road Link Layout shall be dedicated as public highway which is maintainable at public expense,

PROVIDED THAT the Developer shall be required to be a party to such agreement to dedicate its interest in the Safeguarded Area (or part thereof) only and shall not be required to carry out or fund the Bridge and Road Link Works.

- 2.7 Save in relation to the Bridge and Road Link Layout (in respect of which paragraph 2.2 of this Schedule applies) the Developer shall not be responsible for maintenance of the Bridge and Road Link prior to its adoption as public highway and shall not be required to pay any financial contribution towards the maintenance of the Bridge and Road Link or the Bridge and Road Link Layout once they have been adopted as public highway and are maintainable at public expense.
- 2.8 The Developer shall be released from its obligations in paragraph 2.5 of this Schedule if:-
- 2.8.1 The Bridge and Road Link Notice has not been served by the date which is 15 years from the Commencement Date; and
 - 2.8.2 The Bridge and Road Link Notice has been served but the Bridge and Road Link has not been delivered within 5 years of such notice.

3. **FEASIBILITY STUDY CONTRIBUTION**

- 3.1 The Developer shall pay the Feasibility Study Contribution to the LPA within 40 Working Days of First Occupation.

SCHEDULE 10

WATERWAYS

1. DEFINITIONS

- "Initial Survey"** means the report prepared by Furness Partnerships entitled "Visual Survey of Bow Back River Wall" (August 2014) submitted as part of the Application
- "Updated Waterway Survey"** means an updated survey:-
- (a) identifying how any defects identified in the Approved Waterway Survey have been remedied and
 - (b) confirming that no further remediation work is required
- "Waterway"** means the Bow Back River
- "Waterway Section"** means the relevant section of the Waterway (as shown indicatively on Plan 8)
- "Waterway Survey"** means a survey carried out by a suitably qualified and experienced civil engineer on behalf of the Developer the purpose of which is to:-
- (a) ascertain the repair status and condition of the Waterway Section including the wall
 - (b) identify any works required to remedy any defects to the Waterway Section including the wall (including not limited to works to address public safety issues)
 - (c) provide details of the proposed materials to be used in undertaking any works identified pursuant to (b) above

2. WATERWAY SURVEY

- 2.1 No Development shall be Commenced until the Developer has carried out, submitted and obtained the LPA's Approval (in consultation with the Canal & River Trust) to the Waterway Survey.
- 2.2 The Waterway Survey shall have regard to the results of the Initial Survey.
- 2.3 No part of the Development shall be Occupied until the Developer has:-
- 2.3.1 carried out and completed any works required to remedy any defect which may affect public safety as identified in the Approved Waterway Survey; and
 - 2.3.2 submitted and secured the LPA's Approval (in consultation with the Canal & River Trust) to an Updated Waterway Survey.

3. **TRANSPORTATION OF CONSTRUCTION AND WASTE MATERIALS**

3.1 The Developer shall use Reasonable Endeavours to use the Waterway for:-

- 3.1.1 the transportation of construction waste away from the Site arising as a result of the Development; and
- 3.1.2 the transportation of construction materials to the Site required for the construction of the Development.

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

EXECUTED as a deed by affixing the Common Seal)
of LONDON LEGACY DEVELOPMENT)
CORPORATION)

in the presence of:-)

[Handwritten Signature]

.....
Authorised Signatory



EXECUTED as a deed by ANTHOLOGY)
STRATFORD MILL LIMITED acting by:-)

[Handwritten Signature]

.....
Director Signature

[Handwritten Name]

.....
Director Name

in the presence of:

Witness Signature:

[Handwritten Signature]

Witness Name:

.....
DAVID NEWET

Witness Address:

.....
LIFESTORY GROUP, BATH ROAD, CHELTENHAM
GL53 7PR

EXECUTED as a deed by GLA LAND AND)
PROPERTY LIMITED acting by:-)

[Handwritten Signature]

.....
Director Signature

[Handwritten Name]

.....
Director Name

in the presence of:

Witness Signature:

[Handwritten Signature]

Witness Name:

.....
SHEILA BARNERMAN-WILLIAMS

Witness Address:

.....
GREATER HADDON AUTHORITY
KAMAL CHURCHWAY
LONDON E16 1ZE

APPENDIX 1
DRAFT PLANNING PERMISSION

DRAFT

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Anthology Stratford Mill Ltd c/o Agent

Agent

CMA Planning
113 The Timberyard
Drysdale Street
London
N1 6ND

Part I - Particulars of Application

Date of Application: 04-Oct-2021

Application No: 21/00455/FUL

Proposal: Full Planning permission for the erection of five buildings ranging from 2 to 12 storeys in height, comprising a total of 247 residential dwellings (21,392 m2 Residential GIA) and 421m2 commercial space (use class E), together with access, servicing, car parking, cycle parking, cycle storage, plant, open space and landscaping (amendment to previous approval reference 14/00422/FUL dated 5th May 2017 as varied by Section 73 planning permission reference 17/00669/VAR dated 14th December 2018).

Location: Marshgate Business Centre, Marshgate Lane, Stratford, London, E15 2NH

Part II - Particulars of Decision

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

PLANNING CONDITIONS

1. Time limit

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

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

2. Works in accordance with approved details

The development shall be carried out in accordance with the following details and plan numbers:

TBC

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

3. Notice of Commencement

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

Reason: To ensure satisfactory compliance with this planning permission.

Pre-commencement justification: To enable the LPA to monitor development.

CONSTRUCTION

4. Code of Construction Practice

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

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

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

Reason and pre-commencement justification: To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through construction that would require appropriate mitigation in accordance with Local Plan Policies BN.11 and S.4.

5. Construction Transport Management Plan

The Development shall not be Commenced 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 and such CTMP has been submitted to and approved by the Local Planning Authority. An updated version of the CTMP reflecting any changes and details of the development known at the time and any updated policy or best practice guidance shall be submitted to the Local Planning Authority for approval

in consultation with the agencies referred to above no less frequently than once every three years.

The objectives of the CTMP shall be to:

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

The CTMP shall include as a minimum the following information:

- hours of work and noise mitigation and monitoring measures;
- details regarding parking, deliveries, and storage (including hours of deliveries);
- the arrangements for liaison with the relevant highway authorities, emergency services, which shall include attendance at the LLDC Construction Transport Management Group;
- the method for applying for approvals for Off Site highway works;
- advance notification of road closures as well as road closures implementation including designated routes for large goods vehicles and dealing with abnormal loads;
- deliveries within site, to ensure vehicles not stopping on the highway;
- highway enabling schemes for access to and from the construction site;
- position and operation of cranes / Mobile Elevating Work Platforms off Site parking issues;
- control of and limits on parking spaces for construction workers' motor cars and vans used to travel to the Site, but to which access is not otherwise required when the vehicle is on the Site;
- driver standards and enforcement within the construction site and on the highway;
- monitoring;
- the parking of vehicles of site operatives and visitors;
- the loading and unloading of plant and materials including a construction logistics plan;
- the storage of plant and materials use in constructing the development;
- the erection and maintenance of security hoardings;
- measures to control the emission of dust and dirt during construction including details of measures to prevent the deposit of mud and debris on the public highway;
- a scheme for recycling and disposing of waste resulting from any demolition and construction work;
- the notification of neighbours with regard to specific works;
- dealing with complaints and community liaison including a scheme for protecting nearby residential and commercial properties from noise and other environmental effects;
- safe provision for walking and cycling;
- details of routes and access for construction traffic. Including lorry holding areas; and
- guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on-road cycle module.

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

The following monitoring information in relation to the construction of the Development shall be provided to the Local Planning Authority on not less than an annual basis until the date of Practical Completion of the Development:

- sustainable transport of materials and waste (including percentages transported by road, rail and water)
- waste generation and materials reuse and recycling
- air quality from construction activity within the Site
- noise from construction activity within the Site

The first such monitoring information shall be provided on the first anniversary of Commencement of the Development and on each anniversary thereafter until the Completion of the Development. The Development shall be carried out in accordance with the approved details.

Reason and pre-commencement justification: To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through demolition and construction that would require appropriate mitigation and to be in accordance with London Plan Policy S.3 and Local Plan 2015 Policy T.4.

6. Construction Waste Management Plan

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

- classification of all waste including hazardous waste according to current legislative provisions;
 - performance measurement and target setting against estimated waste forecasts;
 - reporting of project performance on quantities and options utilised;
 - measures to minimise waste generation;
 - opportunities for re-use or recycling;
 - provision for the segregation of waste streams on the Site that are clearly labelled;
 - licensing requirements for disposal sites;
 - an appropriate audit trail encompassing waste disposal activities and waste consignment notes;
 - measures to avoid fly tipping by others on lands being used for construction. Returns policies for unwanted materials;
 - measures to provide adequate training and awareness through toolbox talks; and
 - returns policies for unwanted materials.
- The Development shall be carried out in accordance with the approved details.

Reason and pre-commencement justification: Submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of demolition and construction is appropriately mitigated and ensure high standards of sustainability are achieved in accordance with Policy 5.18 of the London Plan and Policy S.6 of the Local Plan.

7. Non-Road Mobile Machinery

No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) published by the Centre for Low Emission Construction 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.

8. Noise Levels – Mechanical Equipment or Plant

Noise from any mechanical equipment or building services plant, as measured in accordance with BS4142: 2014, shall not exceed the background noise level L90B(A) 15 minutes, when measured outside the window of the nearest noise sensitive or residential premises.

Reason: To protect the amenities of adjoining occupiers and the surrounding area.

9. Internal and External Plant Equipment

No occupation of any part of the development hereby permitted shall take place until details of internal and external plant equipment and trunking, including building services plant, ventilation, and filtration equipment including flue(s) and grease trap(s) shall have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details and all flues, ducting and other equipment shall be installed in accordance with the approved details prior to the use commencing on site and shall thereafter be retained and maintained in accordance with the manufacturers' instructions.

Reason: To ensure an appropriate appearance and that no unacceptable nuisance or disturbance is caused to the detriment of the amenities of future residents of the development, adjoining occupiers or to the area generally.

10. Noise from construction

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

Reason: To ensure that best practicable means are used to reduce noise generated by construction in accordance with Policy BN12 of the Local Plan 2020.

11. Piling Method Statement

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

Reason: To ensure that the proposed activities safeguard human health and do not harm controlled waters and groundwater resources in line with the Environment Agency's approach to groundwater protection March 2017 and in accordance Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan.

12. Contamination

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

- 1) A preliminary risk assessment which has identified: all previous uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors, potentially unacceptable risks arising from contamination at the site.

- 2) A site investigation scheme, based on a detailed assessment of the risk to all receptors that may be affected, including those off site.
- 3) The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- 4) A validation plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented in full as approved.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy BN13 of the Local Plan.

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

13. Validation Report

No occupation of any part of the development hereby permitted shall take place until a validation report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved validation plan to demonstrate that the site remediation criteria have been met. It shall also include a long-term monitoring and maintenance plan for longer-term monitoring of pollutant linkages, a maintenance timetable and arrangements for contingency action arising from the monitoring, as identified in the validation report. The long-term monitoring and maintenance plan shall be implemented in full as approved.

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 Policy BN13 of the Local Plan.

14. Unexpected Contamination

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

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development is carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy BN13 of the Local Plan.

15. Air Quality

Prior to the occupation of any of the residential units hereby permitted, further air quality monitoring and modelling using the Highway England guidance document IAN 170/12 shall be carried out together with an assessment of the results and recommendations as to whether further mitigation measures are required; and these details, together with the details of such

proposed measures (if any); shall be submitted to the Local Planning Authority for written approval. Any mitigation measures approved pursuant to the submitted details shall be implemented prior to the occupation of any residential units and retained permanently thereafter.

Reason: In the interest of amenity.

16. Drainage

Prior to commencement of superstructure works details of the drainage strategy, detailing any on and/or off-site drainage works, including sustainable urban drainage (details of which shall include permeable paving, green roofs and attenuation storage and a maintenance plan for the system), has been submitted to and approved in writing by the Local Planning Authority in consultation with the sewerage undertaker. The drainage works referred to in the approved strategy shall be implemented in full and no discharge of foul or surface water from the site shall be accepted into the public system until the said drainage works have been completed.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and improve habitat and amenity in accordance with Policy BN13 of the Local Plan.

17. Surface Water Drainage

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

Reason: To protect the water environment, including groundwater.

18. Flood Defences and Emergency Flood Evacuation Plan

Prior to commencement of above ground works details a strategy for maintaining and improving the flood defences and Emergency Flood Evacuation Plan have been submitted to, and approved in writing by, the Local Planning Authority. This strategy shall include the following components:

1. Details of a safe, accessible assembly point for the future residents.
2. A detailed site investigation to assess the condition of the flood defences.
3. A work plan scheme, based on the results of (1) and the existing visual condition survey 'Visual Survey of Bow Back River Wall, January 2018', to undertake any required improvements, repairs or replacement of the flood defence. The scheme shall include a plan for any required long-term monitoring and maintenance.
4. A method statement including evidence to support a viable method for demonstrating how the flood defences will be raised to 5.70m AOD by 2065, and 6.2m AOD by 2100, in line with the requirements of the Thames Estuary (TE2100) Plan.

The scheme shall be fully implemented and subsequently maintained, in accordance with the scheme's timing/phasing arrangements, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority.

Reason: To prevent flooding on site and elsewhere by ensuring that the flood defences are in satisfactory condition which is commensurate with the lifetime of the development and to ensure the statutory defence level will be maintained. This is in line with paragraphs 160 and 163 of the NPPF.

19. Water Supply

Prior to connection of the relevant part of the development to the existing water supply infrastructure impact studies of the existing water supply infrastructure shall be submitted to, and approved in writing by, the Local Planning Authority (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

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

Pre-commencement justification: To ensure that the development is supported by appropriate and adequate facilities.

20. Archaeological Investigation

No development to existing ground level shall take place other than in accordance with the Written Scheme of Investigation dated [.] and approved pursuant to approval notice reference [.] archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

The development shall not be occupied until a site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (B), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason: To ensure that the archaeological interests are protected and considered appropriately in accordance with Local Plan policy BN.2.

RESIDENTIAL STANDARDS

21. Sound Insulation and Noise Mitigation Details – Residential

Prior to the installation of acoustic insulation measures for the development hereby approved details shall have been submitted to and approved in writing by the Local Planning Authority for a scheme of acoustic insulation and any other necessary means of ventilation provided. The scheme shall include a glazing specification for all windows to ensure a good standard of internal noise can be achieved during day time and night time in accordance with the guideline levels of BS8233 2014: "Sound insulation and noise reduction for buildings – code of practice" or an equivalent standard.

The residential units hereby permitted shall not be occupied until the noise attenuation scheme, including glazing specification, has been implemented in accordance with the approved scheme and no residential unit shall be occupied unless and until it has been completed in accordance with these standards:

Bedrooms- 30dB LAeq,T* and 35 LAeq, D*

Living rooms- 35dB LAeq, D*

Dining areas – 40dB LAeq, D*

*T- Night-time 8 hours between 23:00-07:00

*D- Daytime 16 hours between 07:00-23:00.

The approval shall be implemented in accordance with the approval and shall thereafter be permanently retained as such.

Reason: To ensure an adequate standard of residential amenity.

22. Sound Insulation and Noise Mitigation Details – Residential and Non-Residential

Prior to the installation of sound insulation measures between residential accommodation and non-residential uses within the development hereby approved details shall have been submitted to and approved in writing by the Local Planning Authority for a scheme of acoustic insulation to be implemented between the residential accommodation and any non-residential uses

Details should include airborne and impact sound insulation.

The Development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The development shall thereafter be permanently retained as such.

Reason: To protect the amenity of future occupants and/or neighbours in accordance with Policy BN11 of the Local Plan.

23. Accessible Housing

90% of the accessible residential units hereby permitted shall be designed and constructed in accordance with Optional Requirement M4 (2) Category 2 of Part M of the Building Regulations.

10% of the residential units hereby permitted shall be designed and constructed in accordance with Optional Requirement M4 (3) Category 3 of Part M of the Building Regulations as set out in the approved accommodation schedule (INSERT).

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

The development shall not be occupied until it has been completed in accordance with this condition; and it shall thereafter be permanently retained as such.

Reason: To ensure adequate accessible housing is provided and to be in accordance with Local Plan Policy BN.5: Requiring inclusive design.

MANAGEMENT

24. Delivery and Servicing Management Plan

The development shall not be occupied until a delivery and servicing management plan (DSMP) detailing how all elements of the development are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved details shall be implemented from first occupation of that part of the development and thereafter for the life of the development on the respective area of land.

Reason: In the interests of highway and pedestrian safety and residential amenity making adequate provision for deliveries and servicing and encouraging sustainable delivery methods in accordance with Policy T4 of the Local Plan 2020.

25. Waste and Recycling Management

Before the first occupation of the Development hereby permitted, final details of the refuse and recycling storage arrangements shown on the approved drawings shall be submitted to and approved in writing by the Local Planning Authority and shall include the following key pieces of information:

- Details and plans showing where residents and commercial tenants in each building

should deposit their waste;

- Description of the waste containers and equipment to be housed in each waste storage area;
- Explanation of how and when waste containers will be transferred between waste rooms, the route the container will take during transfer, and where the necessary equipment for facilitating the operations will be stored; and
- Details of arrangements for collection contractors for municipal and commercial waste, including where the waste will be collected from, where the waste collection vehicles will park, and the route for transferring bins between waste stores and vehicles.

The waste and recycling storage areas/facilities are expected to demonstrate the following:

- The facilities are appropriately ventilated.
- They have a suitably robust design including walls that are fitted with rubber buffers and that any pipes/services are fitted with steel cages.
- They feature gates/doors with galvanised metal frames/hinges and locks.
- There is sufficient capacity to service the relevant building/use.
- There are maintenance facilities, including a wash-down tap and floor drain.

The facilities and management processes provided shall thereafter be retained and maintained the life of the Development of the respective area of land and neither they nor the space they occupy shall be used for any other purpose unless it can be demonstrated that these facilities are no longer required or can be reduced in size without affecting recycling rates, to be agreed in writing by the Local Planning Authority in accordance with Policy S.6 of the Local Plan.

Reason: To ensure there are refuse storage and management arrangements in place in advance of the use commencing to avoid highway and safety issues and ensure that that the refuse would be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

PARKING, SERVICING, CYCLES

26. Approval of Road Works Necessary

Prior to commencement of superstructure works, details of the following works to the highway have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:

- The provision of an on-street loading bay
- The installation of new crossovers and reinstatement of footways where existing crossovers are being blocked up
- Landscaping and planting of street trees

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

Reason and pre-commencement justification: To ensure that occupiers of the site have adequate facilities to support the use and encourage the uptake of sustainable transport methods to and from the site, and to ensure that all road works associated with the proposed development are to a standard approved by the Local Planning Authority and are completed before occupation and in accordance with Local Plan Policy T.4.

27. Cycle Storage - Details to be Submitted

The development shall not be occupied until details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles (for both residential and commercial elements) have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and the facilities provided prior to first occupation; and they shall thereafter be retained for the life of the development and the space used for no other purpose.

Reason: In order to ensure that satisfactory secure cycle parking and facilities for cyclists are provided and retained and in accordance with Policy T4 of the Local Plan.

SUSTAINABILITY

28. BREEAM

Before any fit out works to the commercial element of the development hereby authorised begin, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given;

Within 6 months of first occupation of the building hereby permitted, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

Reason: To ensure that high standards of sustainability are achieved in accordance with policies S2 and S4 of the Local Plan 2020.

29. Renewable energy

The development shall be constructed in accordance with the submitted TO INSERT and shall aim to achieve the reported reductions in regulated CO2 emissions through the use of on-site renewable energy generation sources approved as part of this development. Where the CO2 emissions reported in the energy strategy are not achieved, a justification shall be submitted to the Local Planning Authority setting up the reason why it was not met.

Reason: To ensure a high standard of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with policies S2 and S5 of the Local Plan 2020.

30. Photovoltaics

Prior to the commencement of above ground construction works full details of photovoltaic (PV) panels and a strategy for their installation on site shall be submitted to and approved in writing by the Local Planning Authority. The development shall be built based on the principles to maximise the available area where suitable and feasible and as per agreed details.

The approved details shall be implemented prior to the first use of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

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

31. Ventilation Strategy

Prior to the commencement of above ground construction works, a ventilation strategy for the development hereby approved shall be submitted to and approved in writing by the Local

Planning Authority. The approved strategy shall demonstrate adequate mitigation measures with respect to NOx filtration or ventilation. The development shall be thereafter carried out prior to first occupation in accordance with the approved details and the mitigation measures maintained as part of the development.

Reason: To ensure that accommodation within the development is appropriately ventilated and achieves a suitable level of internal air quality.

32. Circular Economy

Prior to the occupation of the development, a post-construction monitoring report should be completed in line with the GLA's Circular Economy Statement Guidance. The post-construction monitoring report shall be submitted to the GLA, currently via email at: circulareconomystatements@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the development.

Reason: In the interests of sustainable waste management and in order to maximise the re-use of materials.

33. Whole Life-Cycle Carbon

Prior to the occupation of the development the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance. The post-construction assessment should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the development.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings.

Drawings

34. Detailed Drawings

Prior to the commencement of above ground works development drawing details for each of the blocks A1, A2, B1, B2 and B3 hereby permitted shall have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Detailed drawings including drawings for each of the blocks A1, A2, B1, B2 and B3 of:

- Principal features on the facades e.g. bay studies (1:50 @ A3)
- Details of each envelope / roof type (1:20 @A3)
- Detailed brick elements including mortar joint profile (1:20 @A3)
- Details of glazing and curtain walling systems including any manifestation (1:20 @A3)
- Key junctions/bonds between materials/finishes (1:20 @A3)
- Ground floor frontages including entrances, glazing and signage zones, infill panels on plant rooms/bike stores etc, shopfronts or commercial/workspace frontages (1:50 @ A3)
- Parapets, roof edges, rooftop plant screening, lift over runs etc (1:20 @A3)
- Elevational location of all joints eg structural, movement, panels (1:100 @ A3)
- Elevational location of all openings in envelope eg ventilation grilles, bird & bat boxes (1:100 @ A3)
- Elevational location of all items which are fixed to the façade e.g. fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes (1:100 @ A3)
- Head, jamb and sill details, including profiles, for typical openings and all ground floor

- entrances and doors to balconies / terraces (1:20 @A3)
- Details of key architectural metalwork / screens / gates (1:20 @A3)
- Details of balconies and terraces including floor finishes (1:20 @A3)
- Balustrade details (1:20 @A3)
- Details of soffits and canopies (1:20 @A3)
- Details of external stairs (1:50 @A3)
- Junctions with neighbouring buildings (1:20 @A3)
- External signage details including elevations and sections (1:50 @A3)

Reason: To enable the Local Planning Authority to properly consider and control the development and to be in accordance and in order to ensure a high quality of design and detailing is achieved and to be in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.10 of the Local Plan.

35. Material Samples

Prior to the commencement of superstructure details and a schedule of materials and products of all external facing materials to be used in the construction of the building for each block A1, A2, B1, B2 and B3 hereby approved, along with material sample boards and/or full-size mock-ups, have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Details of materials and products for each of the blocks A1, A2, B1, B2 and B3, including finishes, of:

- Façade and roof cladding materials
- Brick and mortar type including mortar joint profile
- Window / door types (including finishes, glass types and any manifestation)
- Curtain wall (including finishes, glass types and any manifestation)
- Facing metalwork (e.g. balustrades, service doors, screens, gates)
- All items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes)
- Soffit and canopy materials
- Balcony and terrace floor finishes

Samples of the above materials should be provided.

Full-size mock-ups of façades shall be provided at a size to be agreed with the Local Planning Authority. This includes as a minimum all areas shown in the detailed bay drawings. A complete list of façade types and junctions shall be agreed with the Local Planning Authority in advance.

See guidance on LLDC website for further details of submission requirements.

Reason: To enable the Local Planning Authority to properly consider and control the development and to be in accordance and in order to ensure a high quality of design and detailing is achieved and to be in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.5 of the Local Plan.

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

36. Landscape Design

Prior to the commencement of superstructure details, the following information shall be submitted to and approved in writing by the Local Planning Authority: full details of hard and soft landscape works, and means of enclosure of all un-built, open areas and public realm. This shall include the adjacent street, waterway frontage, amenity space on the top of the podium, communal gardens and roof spaces, as well as designed mitigation features within the towpath with the aim of reducing cycling speeds to ensure sense of hierarchy and priority for pedestrians.

Hard landscape details shall include:

- i. details of proposed finished levels or contours including any alterations in existing ground levels and excavations.
- ii. means of enclosure and boundary treatments and any associated access points
- iii. car parking layouts including details of blue badge parking, electric charging points and petrol and oil interceptors
- iv. details of other vehicle and pedestrian access and circulation areas including cycle storage
- v. details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs
- vi. hard surfacing materials which shall be permeable as appropriate, including dimensions, bonding and pointing
- vii. minor artefacts and structures e.g. street furniture, play equipment, refuse or other storage units, signage, lighting, planters (fixed and moveable), drinking water fountains, bollards and hostile vehicle mitigation
- viii. location of proposed and existing functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout
- ix. coordination drawing illustrating how the sustainable drainage system works with paving, tree pits, planting design, building and external drainage and local authority drainage or water courses
- x. materials samples
- xi. details of kerb heights, materials and colour in the interests to ensure safety for blind and partially sighted people in different weather conditions.

Soft landscape details shall include:

- i. Urban Greening Factor calculation and plan
- ii. planting plans including plant schedules, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate
- iii. written specifications including cultivation and other operations associated with plant and grass establishment
- iv. all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment
- i. coordination drawing showing the locations of green roofs/walls and integration with the building design, maintenance access including detail of substrate and species proposals
- v. coordination drawing of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey
- vi. implementation programme including time of year for planting

The development shall not be occupied/used until the hard landscaping has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity, biodiversity and character of the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, T.4, T.6, T.9, S.1 and S.4 of the Local Plan.

37. Landscape Implementation

All soft landscape works shall be carried out in accordance with the approved landscape details by no later than the end of the planting season following completion of the development or prior to the first occupation of the relevant part of the development in accordance with the implementation programmed approved pursuant to Condition [26], whichever is sooner. Any existing retained or proposed trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period, to ensure new planting becomes established and to maintain a high quality of visual amenity within the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4 and BN.8 of the Local Plan.

38. Landscape Management Plan

Prior to the commencement of superstructure details a landscape management plan, including implementation plan, long term design objectives and management responsibilities for all landscape areas (including communal growing areas, public events areas or play areas), other than small, privately owned, domestic gardens and schedule of landscape maintenance for a minimum period of 5 years has been submitted to and approved in by the Local Planning Authority. The management plan must consider biosecurity issues in relation to plant replacement and sustainability in relation to water usage and irrigation. The landscape management shall be carried out in accordance with the approved details.

Reason: To ensure the landscape is maintained to a high standard and to protect the visual amenity of the area in accordance with Strategic Policy SP.3 and Policies BN.1 and BN.4 of the Local Plan.

39. Electric Vehicle Parking

Prior to the commencement of the relevant part of the development details of the electric vehicle charging points to serve 20% of the car parking spaces shall have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To promote sustainable travel in accordance with Strategic Policy SP.5 and Policy T.4 of the Local Plan.

40. Boundary Treatments

Prior to completion of the superstructure of any building within the development a plan indicating the positions, design, materials and type of boundary treatment to be erected including Secured by Design considerations and any access points and access control measures has been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason and pre-commencement justification: To ensure satisfactory boundary treatments, in the interests of visual amenity within the area in accordance with Strategic Policy SP.3 and Policies BN.1 and BN.4 of the Local Plan.

41. Wayfinding/Signage

Prior to occupation of each building hereby authorised begins details of a signage strategy for the area of the site immediately relating to the relevant building including wayfinding, street signage and traffic related signage shall have been submitted to and approved in writing by the Local Planning Authority. The strategy shall include locations and details of fittings and supporting structures. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure legibility of the site in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, S.1 and S.12 of the Local Plan.

42. Play

Before any above ground work hereby authorised begins full details of the proposed children's play strategy including location and equipment have been submitted to and approved in writing by the Local Planning Authority. The strategy shall include:

- i. details of age and gender provision and age appropriate equipment
- ii. details of inclusive play (access, age provision and details of equipment)
- iii. associated surfacing, planting, signage, lighting, seating, refuse receptacles and other street furniture
- iv. boundary treatments and access points including conditions of access/hours of operation
- v. security considerations including lighting, proximity to roads, natural surveillance from adjacent properties, access from family accommodation
- vi. risk and safety testing of play proposals

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To provide adequate amenities for future occupiers in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.4, BN.9 and S.1 of the Local Plan.

43. Green Roofs

Prior to commencement of superstructure works, details of green roofs in the area/s indicated on the approved drawings have been submitted to and approved in writing by the Local Planning Authority. All green roofs shall meet the minimum substrate depth requirements of the GRO Code 2021 and shall take account of the policy objective for biodiversity net gain.

The details shall include:

- i. coordination drawing showing the locations of green roofs/walls and integration with the building design, maintenance access including detail of substrate and species proposals
- ii. details of substrates including depth and profile
- iii. full details of planting/seeding with species and density
- iv. a detailed scheme of maintenance including irrigation system (where an irrigation system is part of the design)
- v. details of associated ecological enhancements such as deadwood habitat, bird boxes, etc

- vi. details of access and safety precautions during maintenance operations
- vii. sections at a scale of 1:20 with manufacturer's details demonstrating the construction and materials used and showing a variation of substrate depth (where applicable)
- viii. details of arrangements of and interfaces with all rooftop mechanical elements or structures including solar panels

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

44. Ecology

No development shall take place until a detailed ecological enhancements scheme, including a programme for the implementation of the works and long-term management, has been submitted to and approved in by the Local Planning Authority.

This scheme shall include details of:

- i. phase 1 habitat survey and any further recommended surveys
- ii. appropriate ecological enhancements (including wetland habitats incorporated into the SuDS scheme and attenuation pond areas where appropriate)
- iii. habitat creation and planting to achieve biodiversity net gain with metrics
- iv. measures specifically to address retention and enhancement of the site's ecological connectivity through ecological corridors and networks
- v. details of any mitigation measures such as provision for roosting bats
- vi. method statement for the management and control of invasive species identified on site
- vii. coordination drawing of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey
- viii. details of protected species and mitigation measures as approved in writing by the LPA in consultation with Natural England. The applicant may need to apply for a protected species licence from Natural England, evidence of which should be submitted to the Local Planning Authority.

The development shall not be occupied until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason and pre-commencement justification: To preserve and enhance biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

45. Overheating

Before the construction of the façades of the development, an updated assessment of the internal temperature in summer of the development shall be submitted to, and approved in writing by, the Local Planning Authority, so as to demonstrate compliance with the requirements of the Building Regulations 2010 (Schedule 1, Part L). Such assessment must use the method of calculation set out in the SAP 2012 (Appendix P) (or any subsequent edition of the SAP as may amend or replace the 2012 edition, as published by BRE) and have regard to CIBSE 2050 weather data. The assessment shall include details of any mitigation measures that are proposed to be used to reduce overheating, which shall include without limitation and where appropriate design of the façades; provision of ventilation; and internal layout. The building shall be constructed in accordance with the approved details and maintained in this condition thereafter.

Reason: To ensure a comfortable level of amenity for residents of the development and in the interests of visual amenity and to be in accordance with Policy S.4 of the Local Plan.

46. Fire Strategy

Prior to commencement of above ground works, an updated Fire Strategy prepared by a third party suitably qualified assessor shall be submitted to and approved in writing by the Local Planning Authority.

The updated strategy shall set out 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 would be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, including sprinklers, and the ongoing maintenance and monitoring of these
- how provision would be made within the site to enable fire appliances to gain access to the building.

The updated strategy shall detail the approach to compliance with the relevant fire safety guidance, and evidence shall be provided to the LPA that consultation has been undertaken with the relevant approval authorities (Fire Service and Building Control) to agree the approach. The strategy shall be implemented as approved prior to occupation 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 London Plan 2020 Policy D12.

47. Fire Evacuation Lifts

Prior to commencement of superstructure works, drawings showing the installation of fire evacuation lifts for each building core shall be submitted and approved in writing by the Local Planning Authority. Fire evacuation lifts shall thereafter be installed within the development hereby permitted in accordance with the approved drawings.

Reason: To ensure the safe and inclusive emergency evacuation of residents in accordance with London Plan Policies D3 and D12

PERMITTED DEVELOPMENT

48. Land Use

Notwithstanding the provisions of Part 3 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking and/or re-enacting that Order) the commercial premises hereby approved shall only be used for the purposes specified in the application (being use classes E as defined in the Schedule to the Town and Country Planning (Use Classes) Order 2020).

Reason: To provide control over the loss of employment generating use in accordance with the regeneration objectives for the Legacy Corporation area as set out in its purposes and within the Corporation's Local Plan. In granting this permission the Local Planning Authority has had regard to the special circumstances of this case and wishes to have the opportunity of exercising control over any subsequent alternative use.

49. Lighting

Prior to occupation of the development hereby authorised a lighting scheme, including floodlighting, security lighting and the illumination of the buildings at night, shall have been submitted to and approved in writing by the Local Planning Authority.

The scheme shall include:

- i. functions of proposed lighting and the uses it supports e.g. for recreation facilities
- ii. a lux plan showing both proposed and existing retained light sources
- iii. details of time limits on lighting and hours of operation
- iv. details of how the lighting scheme will mitigate any potential biodiversity impacts arising from the installation or operation of the proposed lighting
- v. details of fixtures, any supporting structures and systems of control such as timers and sensors including surface finish and colour
- vi. details on colour temperature of the lighting and the associated public realm surfaces including reflectivity and glare

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure there is an appropriate level of residential amenity and appropriate features to conserve and enhance the amenity of neighbors and wildlife habitats in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, S.1 and S.12 of the Local Plan.

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

DRAFT

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) or (Tel: 0117 372 8000).

To make an appeal online, please use 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.

APPENDIX 2

PLANS

Plan 1	Site Plan
Plan 2	Buildings Plan
Plan 3	Workspace Plan
Plan 4	Affordable Housing Plan
Plan 5	On Site Blue Badge Car Parking Spaces
Plan 6a	Common Areas Plan (Bridge and Road Link not delivered)
Plan 6b	Common Areas Plan (Bridge and Road Link delivered)
Plan 7	Safeguarded Area Plan
Plan 8	Waterway Section Plan



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Notes:

[Handwritten initials]

[Handwritten signature]

PLAN 1

Rev	Issued For Planning	Description	Date
PO1	Issued For Planning		01.10.21

150 St John Street
 London EC1V 4QJ
 mail@hawkinsbrown.com
 hawkinsbrown.com

Hawkins\Brown

Project
 Marshgate Lane
 Stratford

Drawing
 Site Location Plan

Scale @ A1 1 : 1000	Date 01/10/21
------------------------	------------------

Drawn By HB	Checked By KR
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Job Number 18066	Status S2	Purpose of Issue For Planning
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Drawing No. MGL-HBA-SW-XX-DR-A-08-2000	Rev P01
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- Notes:
- Proposal Site Boundary
 - Consented Phase I Site Boundary
 - Masterplan Buildings
 - Existing Buildings

Refer to Landscape drawing
 D2698-FAB-XX-00-DR-L-02000 for further details

PLAN 2

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

159 St John Street London EC1V 4QJ
 mail@hawkinsbrown.com
 hawkinsbrown.com



Project
 Marshgate Lane
 Stratford

Drawing
 Proposed Site Block Plan

Scale @ A1
 1 : 500

Date
 28/01/22

Drawn By
 HA

Checked By
 PK

Job Number
 18066

Status
 S2

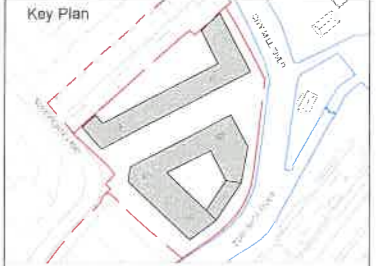
Purpose of Issue
 Updated for Planning

Drawing No.
 MGL-HBA-SW-XX-DR-A-08-2011

Rev
 P03



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- Notes:
- Proposal Site Boundary
 - Consented Phase I Site Boundary
 - Masterplan Buildings
 - Existing Buildings

Refer to Landscape drawing D2698-FAB-XX-00-DR-L-02000 for further details

- Key
- Bin Store
 - Cycle Store
 - Plant
 - Parking
 - Circulation
 - Commercial
 - Concierge
 - Residential Lobby
 - 1B2P Apartment
 - 2B3P Apartment
 - 2B4P Apartment
 - 3B4P Apartment
 - 3B5P Apartment
 - 3B5P Duplex
 - 4B6P Duplex
 - 2B3P Wheelchair Adaptable
 - 2B4P Wheelchair Adaptable
 - 3B4P Wheelchair Accessible

PLAN 3

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

159 St John Street London EC1V 4QJ
 mail@hawkinsbrown.com
 hawkinsbrown.com

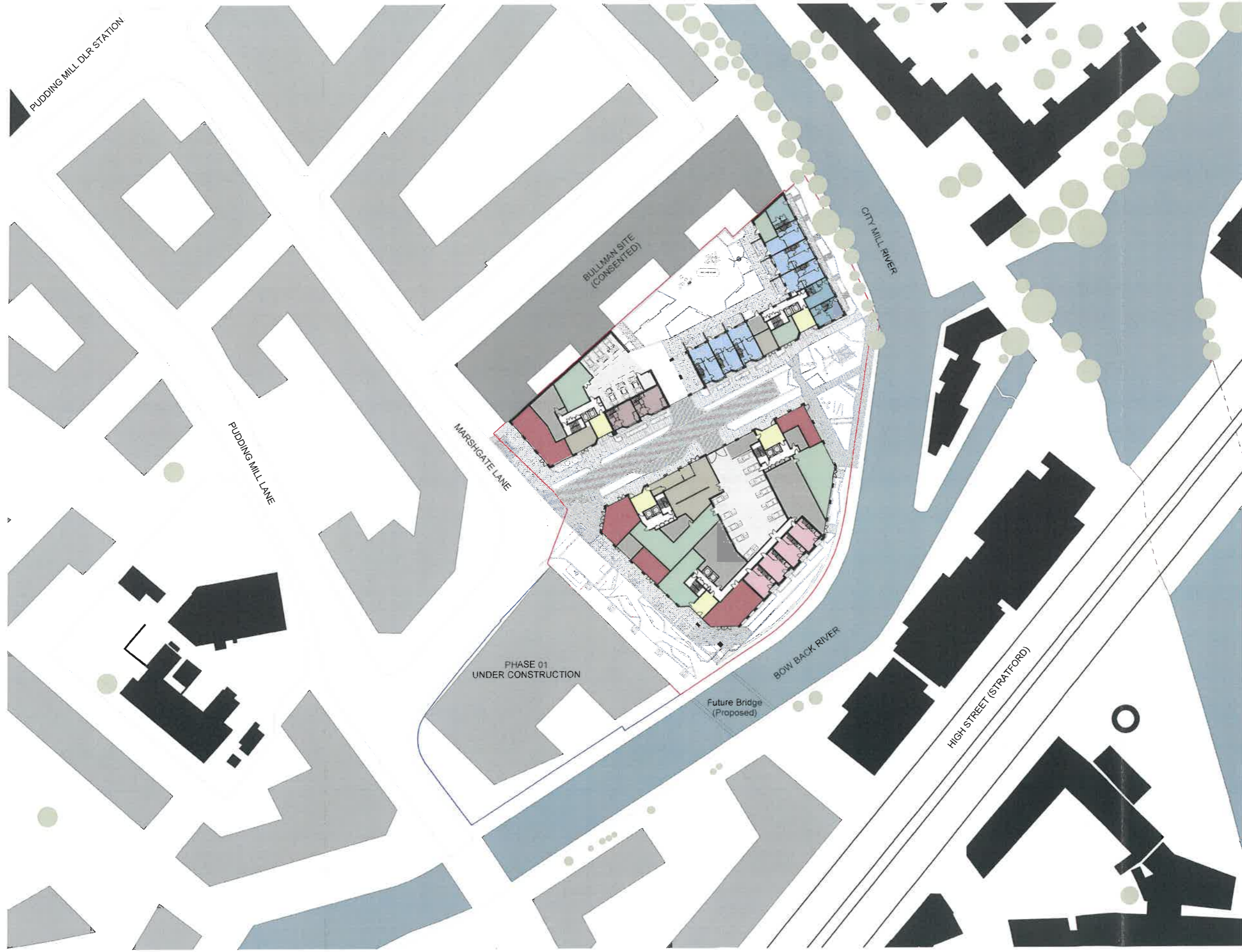


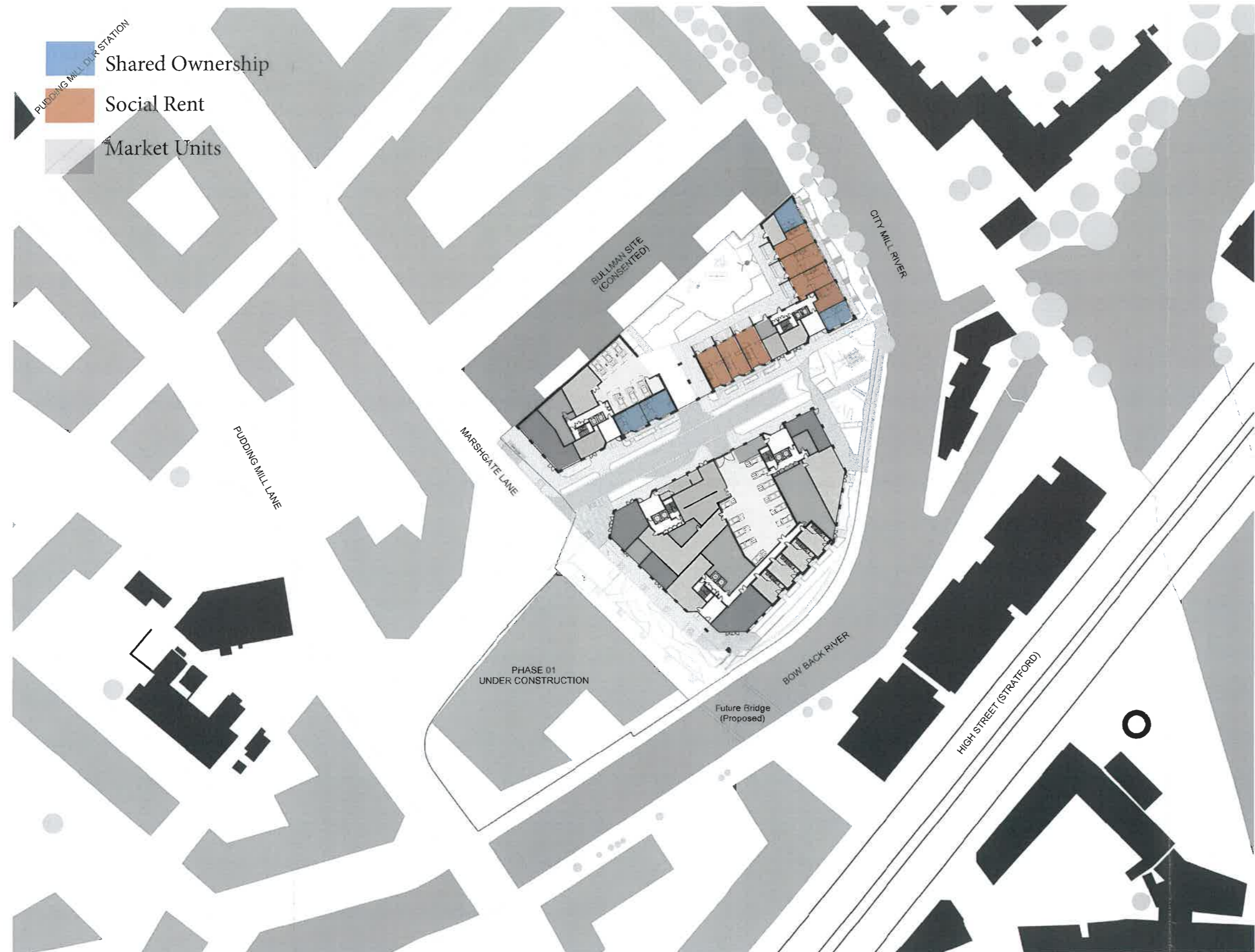
Project
 Marshgate Lane
 Stratford

Drawing
 Proposed Site Ground Plan

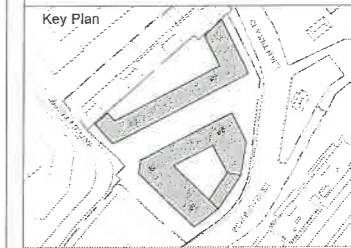
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Drawn By HA	Checked By PK
Job Number 18066	Status S2
Purpose of Issue Updated for Planning	

Drawing No. MGL-HBA-SW-00-DR-A-08-2012 Rev P03





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- Notes:**
- Proposal Site Boundary
 - Consented Phase I Site Boundary
 - Masterplan Buildings
 - Existing Buildings
- Refer to Landscape drawing D2595-FAB-XX-00-DR-L-02000 for further details

- Key**
- Bin Store
 - Cycle Store
 - Plant
 - Parking
 - Circulation
 - Commercial
 - Concierge
 - Residential Lobby
 - 132P Apartment
 - 233P Apartment
 - 234P Apartment
 - 384P Apartment
 - 385P Apartment
 - 385P Duplex
 - 485P Duplex
 - 233P Duplex
 - 283P Wheelchair Adaptable
 - 284P Wheelchair Adaptable
 - 384P Wheelchair Accessible

PLAN 4 - Sheet 1

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

159 St John Street London EC1V 4CJ
 mail@hawkinsbrown.com
 hawkinsbrown.com

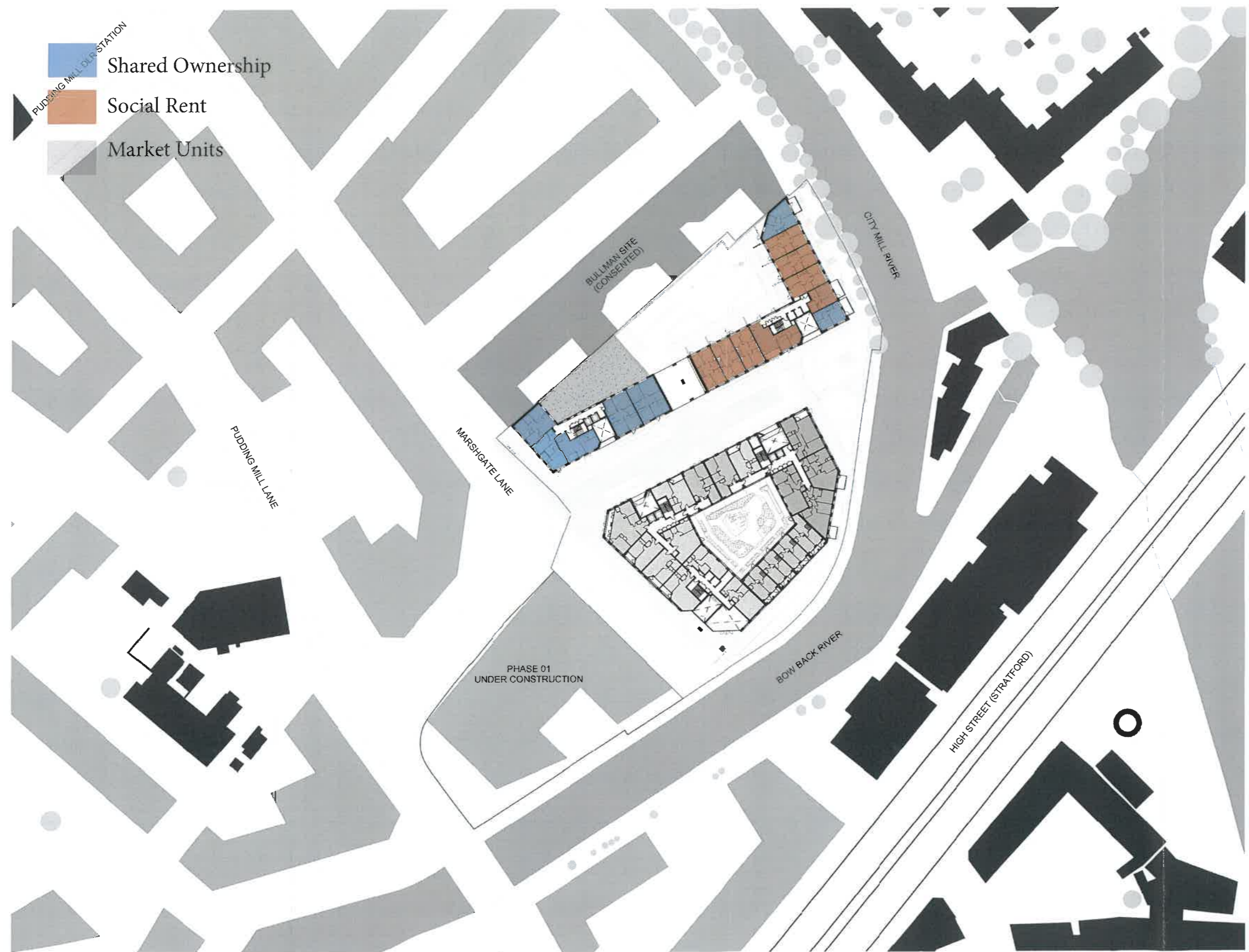


Project
 Marshgate Lane
 Stratford

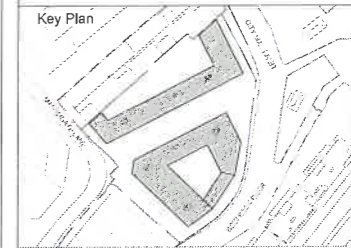
Drawing
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Scale @ A1 1 : 500	Date 04.03.22	
Drawn By HA	Checked By PK	
Job Number 18066	Status S2	Purpose of Issue Updated for Planning
Drawing No. MGL-HBA-SW-00-DR-A-08-2012	Rev P03	




















-  Shared Ownership
-  Social Rent
-  Market Units



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- Notes:
-  Proposal Site Boundary
 -  Consented Phase I Site Boundary
 -  Masterplan Buildings
 -  Existing Buildings
- Refer to Landscape drawing 02/808-FAS-XX-CO-DR-L-0200 for further detail.

- Key
-  Bin Store
 -  Cycle Store
 -  Plant
 -  Parking
 -  Circulation
 -  Commercial
 -  Concierge
 -  Residential Lobby
 -  1B2P Apartment
 -  2B3P Apartment
 -  2B4P Apartment
 -  3B4P Apartment
 -  3B5P Apartment
 -  3B5P Duplex
 -  4B6P Duplex
 -  2B3P Duplex
 -  2B3P Wheelchair Adaptable
 -  2B4P Wheelchair Adaptable
 -  3B4P Wheelchair Accessible

PLAN 4 - Sheet 2

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

159 St John Street
 London EC1V 4QJ
 msa@hawkinsbrown.com
 hawkinsbrown.com



Project
 Marshgate Lane
 Stratford

Drawing
 Proposed Site First Floor

Scale @ A1
 1 : 500

Date
 04.03.22

Drawn By
 HA

Checked By
 PK

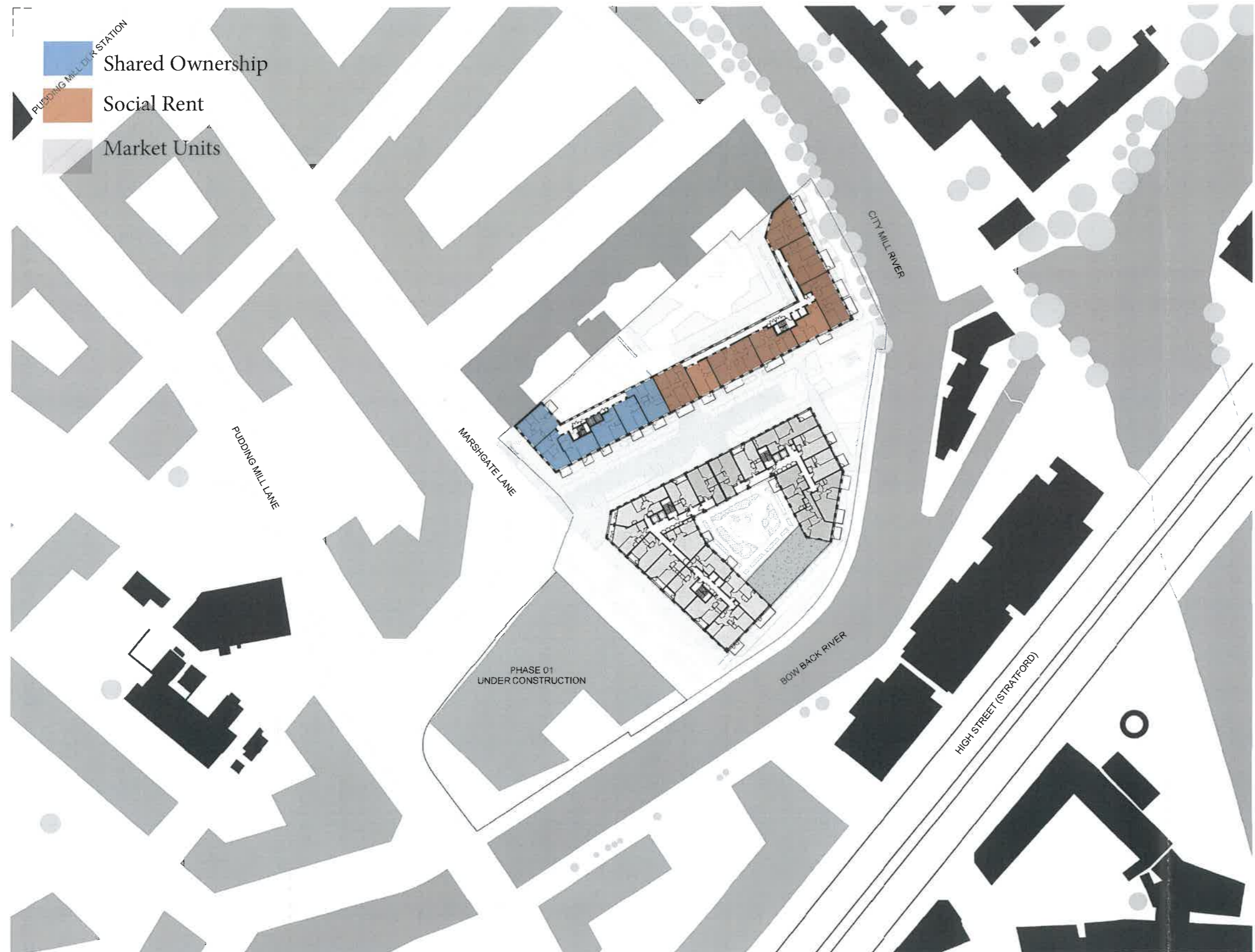
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Status
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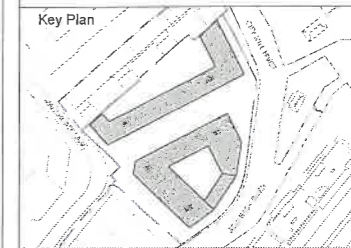
Purpose of Issue
 Updated For Planning

Drawing No.
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Rev
 P03



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Notes:

- Proposal Site Boundary
- Consented Phase 1 Site Boundary
- Masterplan Buildings
- Existing Buildings

Refer to Landscape drawing D2298-FAB-XX-00-DR-L-02000 for further details

- Key
- Bin Store
 - Cycle Store
 - Plant
 - Parking
 - Circulation
 - Commercial
 - Concierge
 - Residential Lobby
 - 1B2P Apartment
 - 2B3P Apartment
 - 2B4P Apartment
 - 3B4P Apartment
 - 3B5P Apartment
 - 3B5P Duplex
 - 4B6P Duplex
 - 2B3P Wheelchair Adaptable
 - 2B4P Wheelchair Adaptable
 - 3B4P Wheelchair Accessible

PLAN 4 - Sheet 3

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

159 St John Street London EC4V 4QJ
 mhb@hawkinsbrown.com
 hawkinsbrown.com

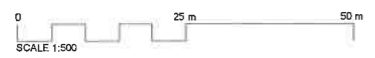
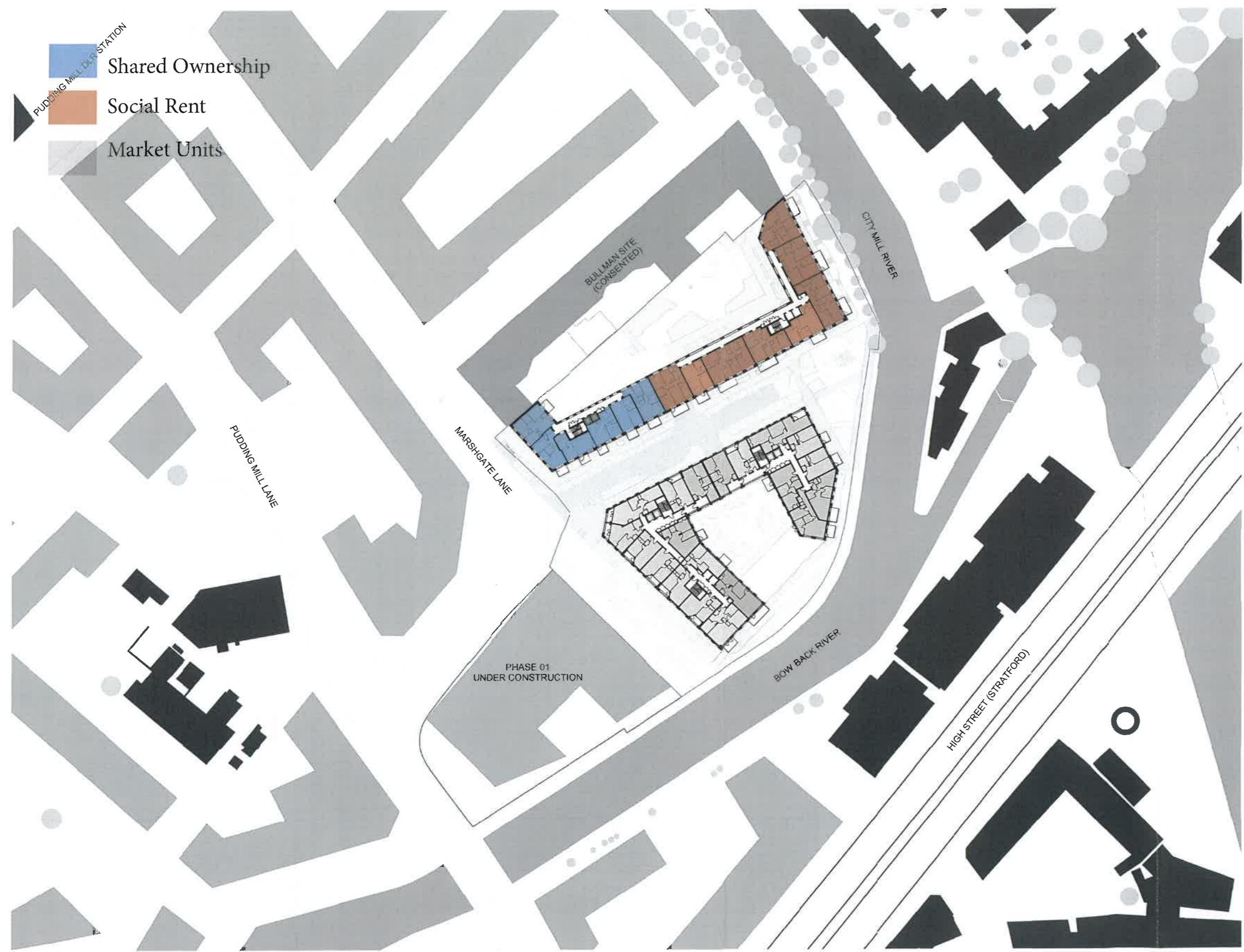
Hawkins\Brown

Project
 Marshgate Lane
 Stratford

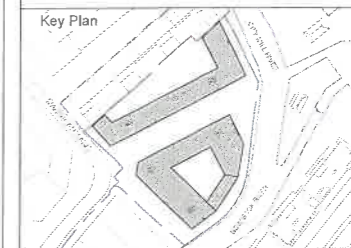
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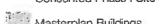
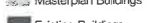
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Purpose of Issue Updated For Planning	
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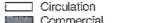
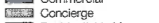
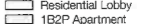
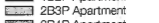
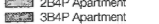
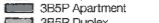
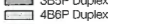
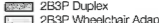
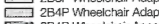
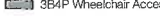





-  Shared Ownership
-  Social Rent
-  Market Units



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- Notes:**
-  Proposal Site Boundary
 -  Consented Phase I Site Boundary
 -  Masterplan Buildings
 -  Existing Buildings
- Refer to Landscape drawing
 02698-FAB-XX-00-DR-L-02000 for further details

- Key**
-  Bin Store
 -  Cycle Store
 -  Plant
 -  Parking
 -  Circulation
 -  Commercial
 -  Concierge
 -  Residential Lobby
 -  1B2P Apartment
 -  2B3P Apartment
 -  2B4P Apartment
 -  3B4P Apartment
 -  3B5P Apartment
 -  3B5P Duplex
 -  4B6P Duplex
 -  2B3P Wheelchair Adaptable
 -  2B4P Wheelchair Adaptable
 -  3B4P Wheelchair Accessible

PLAN 4 - Sheet 4

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

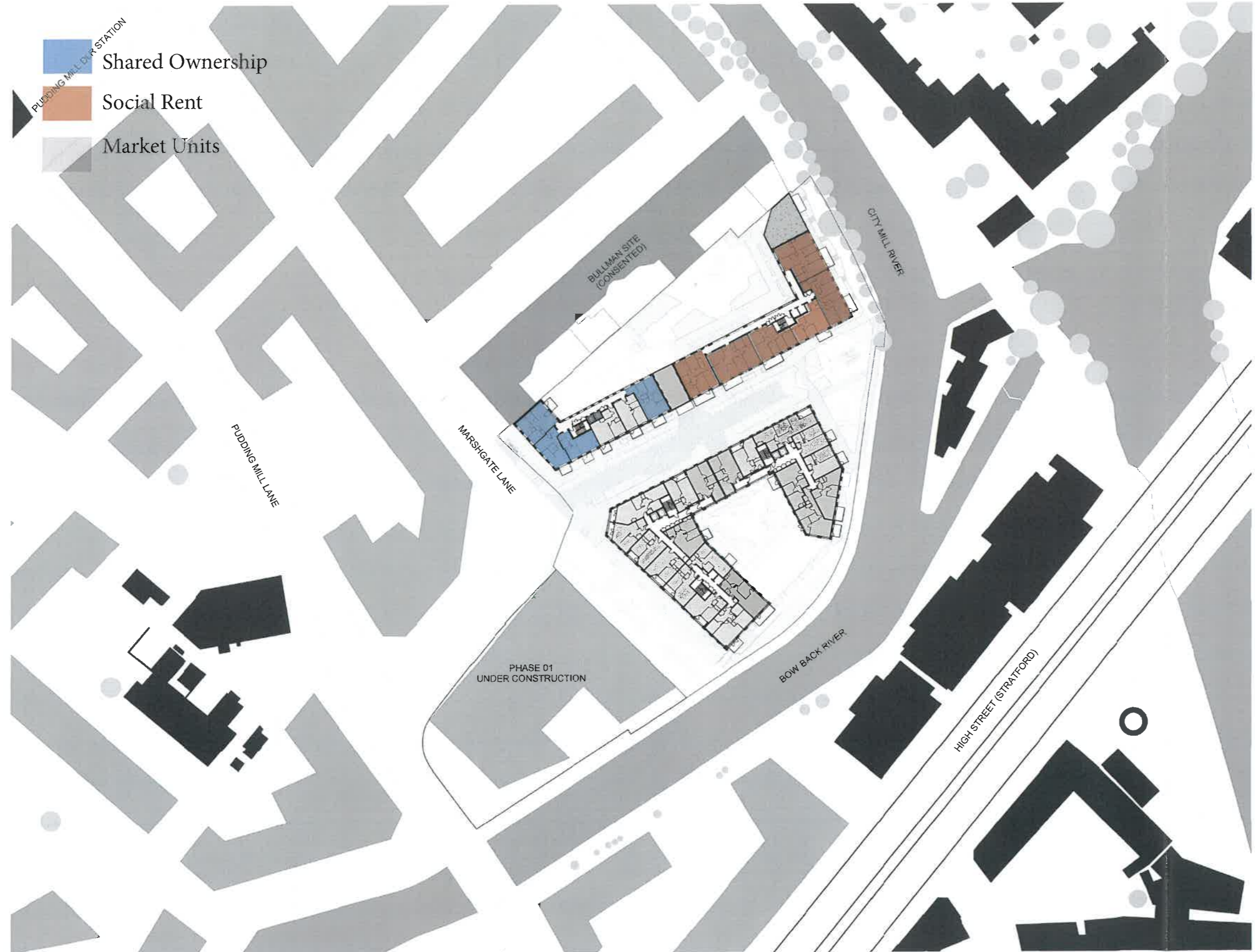
150 St John Street
 London EC1V 4QJ
 email@hawkinsbrown.com
 hawkinsbrown.com



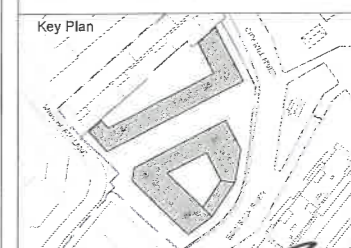
Project
 Marshgate Lane
 Stratford

Drawing
 Proposed Site Level 03

Scale @ A1 1 : 500	Date 04/03/22	
Drawn By HA	Checked By PK	
Job Number 18066	Status S2	Purpose of Issue Updated For Planning
Drawing No. MGL-HBA-SW-03-DR-A-08-2015	Rev P03	



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Notes:
 — Proposal Site Boundary
 — Consented Phase 1 Site Boundary
 Existing Buildings
 Refer to Landscape drawing 02898-FAB-XX-00-DR-L-02000 for further details

- Key
- Bin Store
 - Cycle Store
 - Plant
 - Parking
 - Circulation
 - Commercial
 - Concierge
 - Residential Lobby
 - 1B2P Apartment
 - 2B3P Apartment
 - 2B4P Apartment
 - 3B4P Apartment
 - 3B5P Apartment
 - 3B5P Duplex
 - 4B6P Duplex
 - 2B3P Duplex
 - 2B3P Wheelchair Adaptable
 - 2B4P Wheelchair Adaptable
 - 3B4P Wheelchair Accessible

PLAN 4 - Sheet 4

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

150 St John Street
 London EC1V 4QJ
 mail@hawkinsbrown.com
 hawkinsbrown.com



Project
 Marshgate Lane
 Stratford

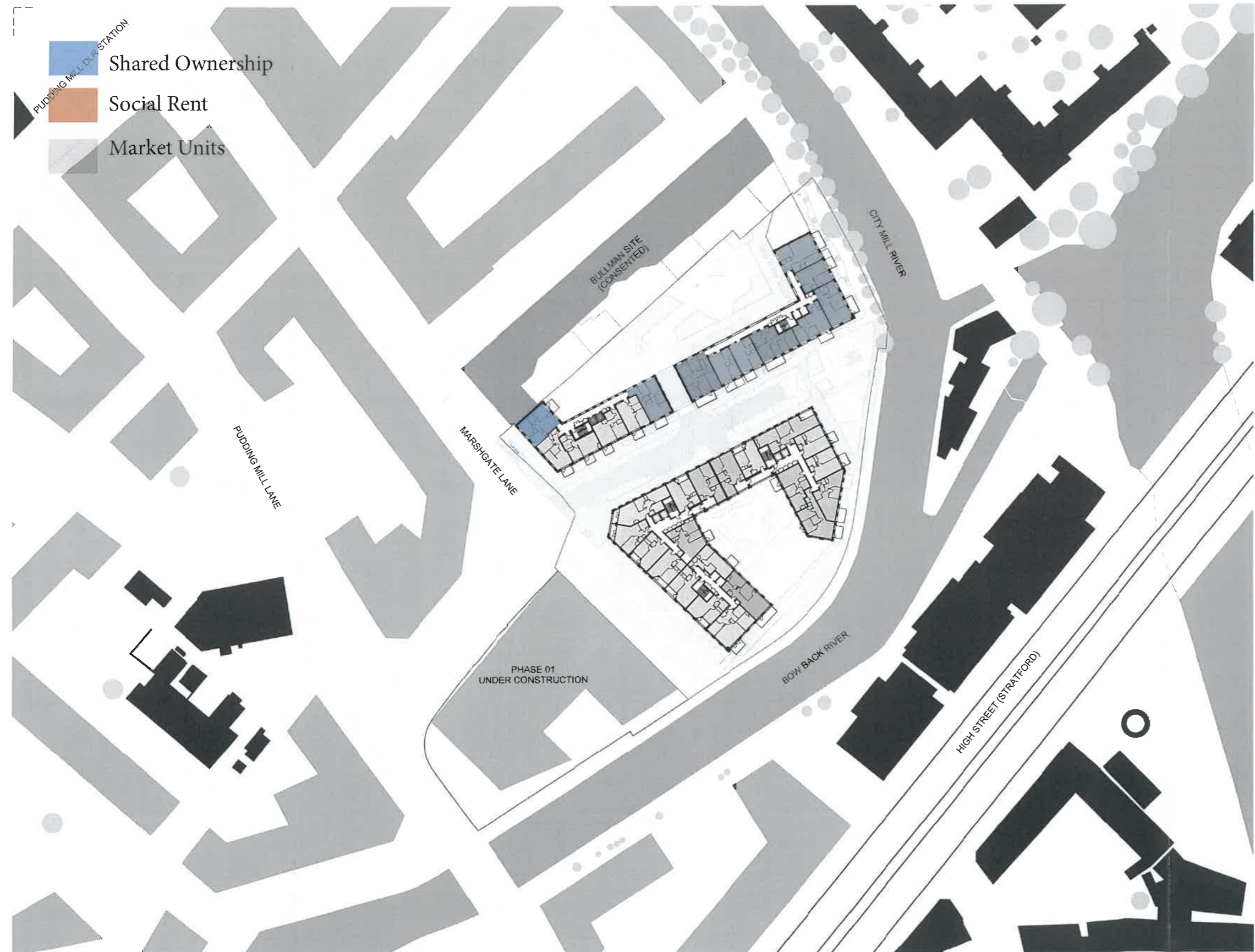
Drawing
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Scale @ A1 1 : 500	Date 04/03/22
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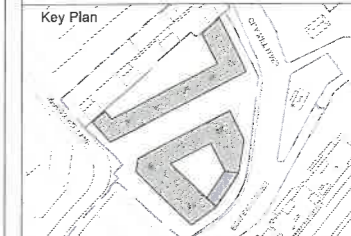
Drawn By HA	Checked By PK
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Job Number 18066	Status S2	Purpose of Issue Updated For Planning
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Drawing No. MGL-HBA-SW-04-DR-A-08-2016
 Rev P03



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- Notes:
- Proposal Site Boundary
 - Consented Phase I Site Boundary
 - Masterplan Buildings
 - Existing Buildings

Refer to Landscape drawing
 22595-FAB-XX-00-DR-L-02000 for further details

- Key
- Bin Store
 - Cycle Store
 - Plant
 - Parking
 - Circulation
 - Commercial
 - Concierge
 - Residential Lobby
 - 1B2P Apartment
 - 2B3P Apartment
 - 2B4P Apartment
 - 3B4P Apartment
 - 3B5P Apartment
 - 3B5P Duplex
 - 4B5P Duplex
 - 2B3P Duplex
 - 2B3P Wheelchair Adaptable
 - 2B4P Wheelchair Adaptable
 - 3B4P Wheelchair Accessible

PLAN 4 - Sheet 5

Rev	Description	Date
P03	Updated for Planning	04/03/22
P02	Planning Update	28/01/22
P01	Issued For Planning	01/10/21

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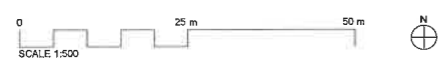


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 Marshgate Lane
 Stratford

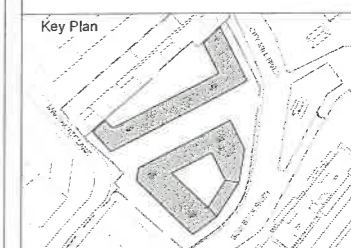
Drawing
 Proposed Site Level 05

Scale @ A1 1 : 500	Date 04/03/22	
Drawn By HA	Checked By PK	
Job Number 18066	Status S2	Purpose of Issue Updated For Planning
Drawing No. MGL-HBA-SW-05-DR-A-08-2017	Rev P03	

-  Shared Ownership
-  Social Rent
-  Market Units



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- Notes:
- Proposal Site Boundary
 - Consented Phase I Site Boundary
 - Masterplan Buildings
 - Existing Buildings
- Refer to Landscape drawing D2693-FAB-XX-00-DR-L-02000 for further details

- Key
- Bin Store
 - Cycle Store
 - Plant
 - Parking
 - Circulation
 - Commercial
 - Concierge
 - Residential Lobby
 - 1B2P Apartment
 - 2B3P Apartment
 - 2B4P Apartment
 - 3B4P Apartment
 - 3B5P Apartment
 - 4B6P Duplex
 - 2B3P Duplex
 - 2B3P Wheelchair Adaptable
 - 2B4P Wheelchair Adaptable
 - 3B4P Wheelchair Accessible

PLAN 4 - Sheet 6

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

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Drawing
 Proposed Site Level 06

Scale @ A1
 1 : 500

Date
 04/03/22

Drawn By
 HA

Checked By
 PK

Job Number
 18066

Status
 S2

Purpose of Issue
 Updated For Planning

Drawing No.
 MGL-HBA-SW-06-DR-A-08-2018

Rev
 P03



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- Notes:
- Proposal Site Boundary
 - Consented Phase 1 Site Boundary
 - Masterplan Buildings
 - Existing Buildings
- Refer to Landscape drawing 20238-FAB-XI-03-DR-L-02000 for further details

- Key
- Bin Store
 - Cycle Store
 - Plant
 - Parking
 - Circulation
 - Commercial
 - Concierge
 - Residential Lobby
 - 182P Apartment
 - 283P Apartment
 - 284P Apartment
 - 384P Apartment
 - 385P Apartment
 - 486P Duplex
 - 486F Duplex
 - 283F Duplex
 - 283P Wheelchair Adaptable
 - 284P Wheelchair Adaptable
 - 384P Wheelchair Accessible

PLAN 4 - Sheet 7

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

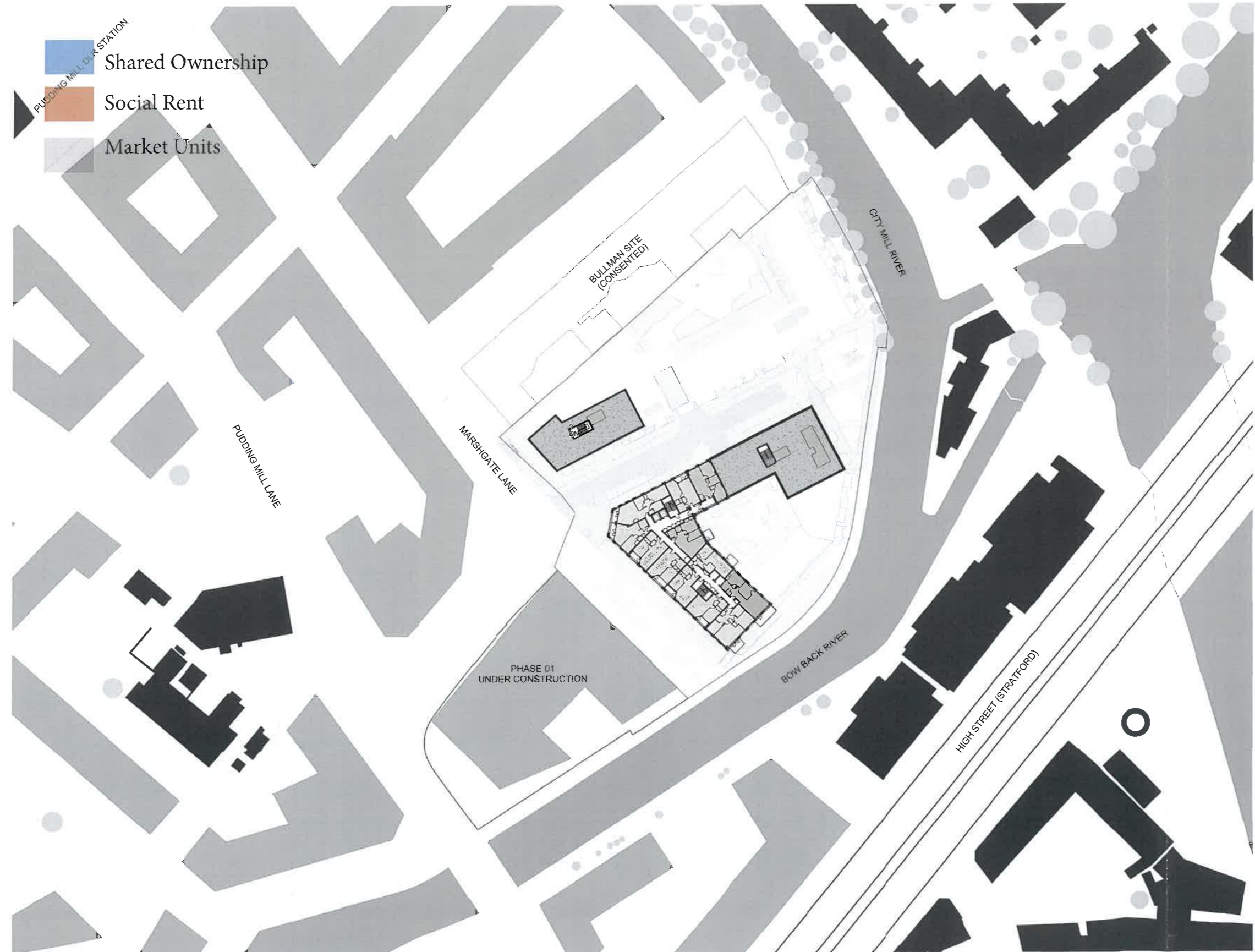
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Drawing
 Proposed Site Level 07

Scale @ A1 1 : 500	Date 04/03/22
Drawn By HA	Checked By PK
Job Number 18066	Status S2
Purpose of Issue Updated For Planning	
Drawing No. MGL-HBA-SW-07-DR-A-08-2019	Rev P03



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- Notes:
- Proposal Site Boundary
 - Consented Phase I Site Boundary
 - Masterplan Buildings
 - Existing Buildings
- Refer to Landscape drawing DC2698-FAB-XX-00-DR-L-02000 for further details

- Key
- Bin Store
 - Cycle Store
 - Plant
 - Parking
 - Circulation
 - Commercial
 - Concierge
 - Residential Lobby
 - 1B2P Apartment
 - 2B3P Apartment
 - 2B4P Apartment
 - 3B4P Apartment
 - 3B5P Apartment
 - 3B5P Duplex
 - 4B6P Duplex
 - 2B3P Duplex
 - 2B3P Wheelchair Adaptable
 - 2B4P Wheelchair Adaptable
 - 3B4P Wheelchair Accessible

PLAN 4 - Sheet 8

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

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Drawing
 Proposed Site Level 08-09

Scale @ A1 1 : 500	Date 04/03/22
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Drawn By HA	Checked By PK
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Job Number 18066	Status S2	Purpose of Issue Update For Planning
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Drawing No. MGL-HBA-SW-08-DR-A-08-2020	Rev P03
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















-  Shared Ownership
-  Social Rent
-  Market Units



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- Notes:
-  Proposal Site Boundary
 -  Consented Phase I Site Boundary
 -  Masterplan Buildings
 -  Existing Buildings
- Refer to Landscape drawing
 03088-FAB-JX-00-DR-L-02000 for further details

- Key
-  Bin Store
 -  Cycle Store
 -  Plant
 -  Paving
 -  Circulation
 -  Commercial
 -  Concierge
 -  Residential Lobby
 -  1B2P Apartment
 -  2B3P Apartment
 -  2B4P Apartment
 -  3B4P Apartment
 -  3B5P Apartment
 -  4B6P Duplex
 -  2B3P Duplex
 -  2B3P Wheelchair Adaptable
 -  2B4P Wheelchair Adaptable
 -  3B4P Wheelchair Accessible

PLAN 4 - Sheet 10

Rev	Description	Date
P03	Updated for Planning	04/03/22
P02	Planning Update	28/01/22
P01	Issued For Planning	01/10/21

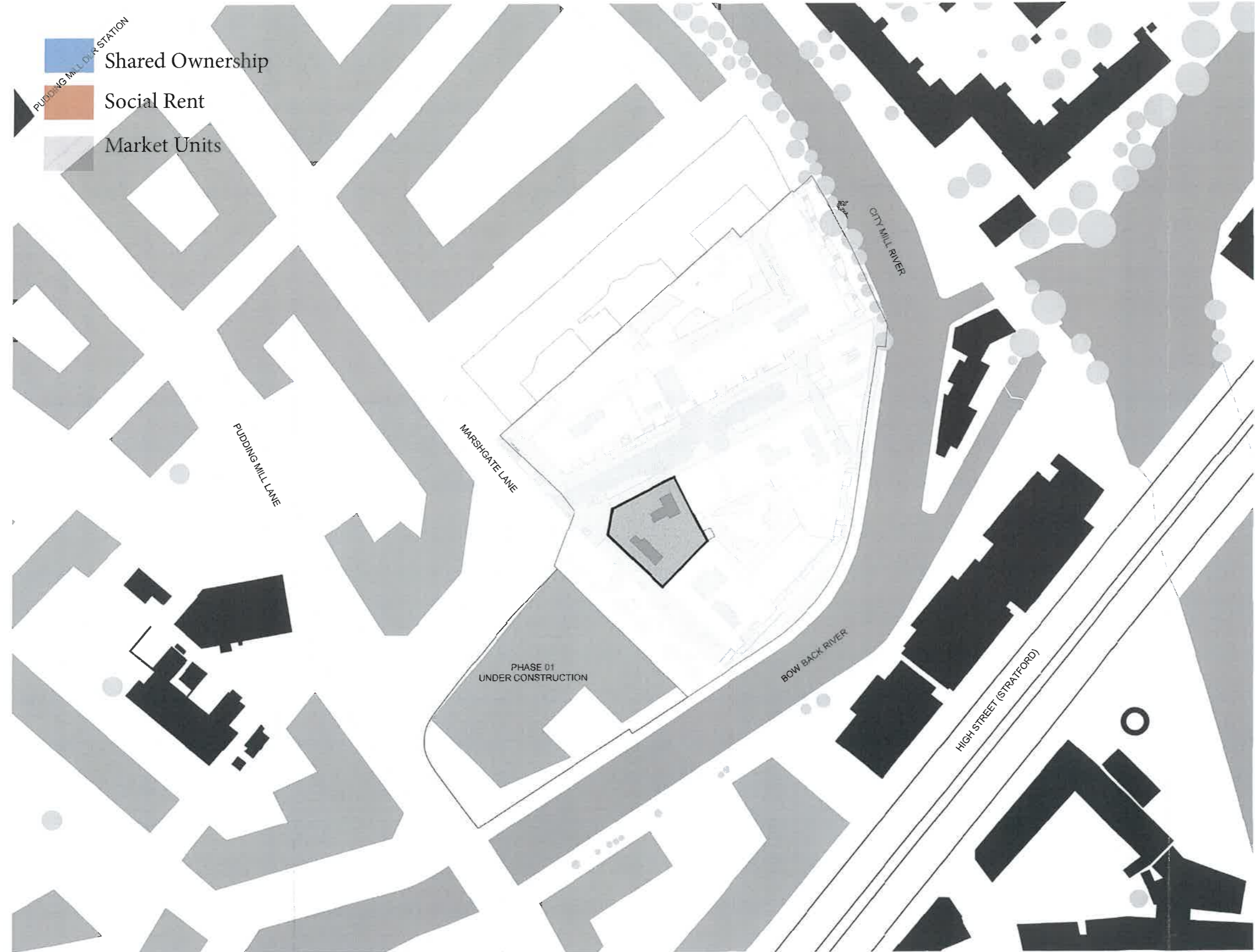
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Drawing
 Proposed Site Level 10-11

Scale @ A1 1 : 500	Date 04/03/22	
Drawn By HA	Checked By PK	
Job Number 18066	Status S2	Purpose of Issue Updated For Planning
Drawing No. MGL-HBA-SW-11-DR-A-08-2021	Rev P03	



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- Notes:
- Proposal Site Boundary
 - Consented Phase 1 Site Boundary
 - Masterplan Buildings
 - Existing Buildings
- Refer to Landscape drawing D2698-FAB-XX-00-DR-L-02000 for further details

Handwritten signature

Handwritten initials 'CP' and another signature

PLAN 4 - Sheet 11

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

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Drawing
 Proposed Site Roof Plan

Scale @ A1
 1 : 500

Date
 04/03/22

Drawn By
 HA

Checked By
 PK

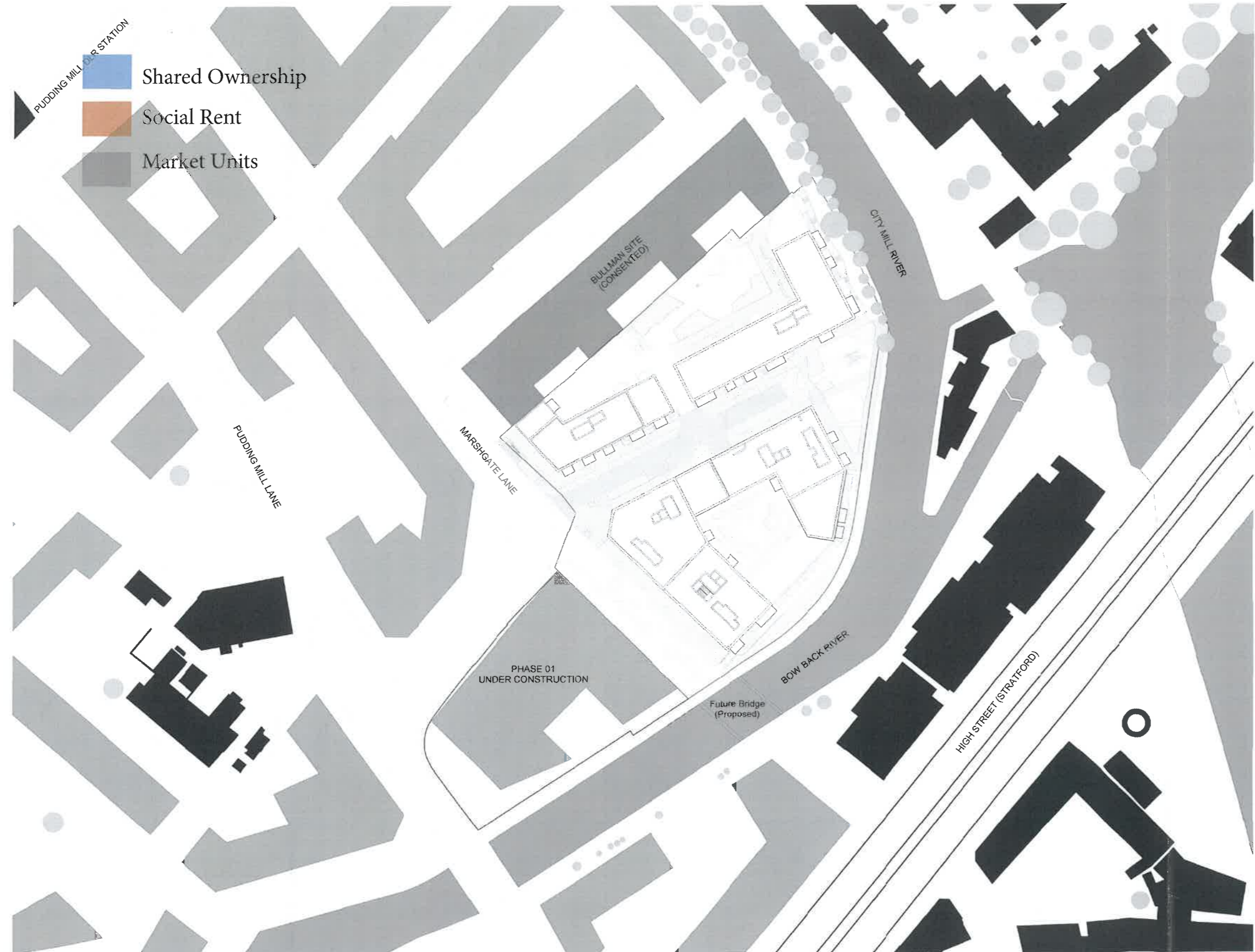
Job Number
 18066

Status
 S2

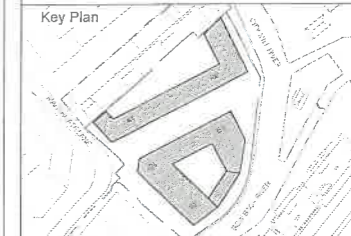
Purpose of Issue
 Updated For Planning

Drawing No.
 MGL-HBA-SW-RF-DR-A-08-2022

Rev
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- Notes:
- Proposal Site Boundary
 - Consented Phase 1 Site Boundary
 - Masterplan Buildings
 - Existing Buildings

Handwritten signature

Refer to Landscape drawing
 121988-FAB-XX-00-DR-L-02000 for further details

Handwritten initials

PLAN 4 - Sheet 12

Rev	Description	Date
P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21

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Drawing
 Proposed Site Block Plan

Scale @ A1 1 : 500	Date 28/01/22
Drawn By HA	Checked By PK
Job Number 18066	Status S2
Purpose of Issue Updated for Planning	

Drawing No. MGL-HBA-SW-XX-DR-A-08-2011
 Rev P03

Accessible Parking Strategy

PLAN 5

Accessible parking, outset provision (6%):



Handwritten signature

CP
Handwritten signature

1.5
**LANDSCAPE GROUND FLOOR
 MASTERPLAN
 MEANTIME**



Handwritten signature

Handwritten initials

LEGEND

- 1 NEW FUTURE BRIDGE LOCATION
- 2 PROPOSED MEANTIME LANDSCAPE
- 3 REFUSE TRUCK TURNING HEAD
- 4 TEMPORARY SEATING AND OUTDOOR CAFE OPPORTUNITIES
- 5 RESIDENTIAL PRIVATE TERRACES
- 6 RESIDENTIAL CORE ENTRANCES
- 7 PEDESTRIAN FOOTPATH
- 8 OFF STREET ACCESSIBLE PARKING BAYS
- 9 DROP-OFF BAY
- 10 STREET TREES
- 11 TOWPATH PATHWAY INCORPORATING A CLEAR WIDTH OF 3.7M FOR ENVIRONMENT AGENCY EMERGENCY ACCESS
- 12 PLAY AREAS
- 13 PLANTING AREAS TO SOFTEN THE ROUTE AND IMPROVE BIODIVERSITY
- 14 RAIN GARDENS
- 15 BULMAN SITE
- 16 PEDESTRIAN ACCESS INTO THE COURTYARD MEWS
- 17 TREES AS FOCAL POINT

GROUND FLOOR LANDSCAPE MASTERPLAN

1.7
**LANDSCAPE GROUND FLOOR
 MASTERPLAN
 TFL BRIDGE**



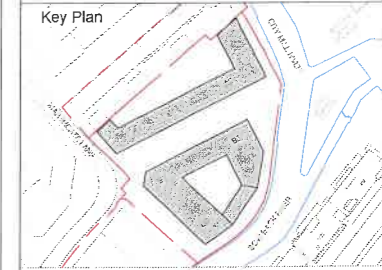
LEGEND

- 1 NEW FUTURE BRIDGE LOCATION
- 2 PROPOSED 3M WIDE CYCLE ROUTE, 4M WIDE ROAD
- 3 REFUSE TRUCK TURNING HEAD
- 4 TEMPORARY SEATING AND OUTDOOR CAFE OPPORTUNITIES
- 5 RESIDENTIAL PRIVATE TERRACES
- 6 RESIDENTIAL CORE ENTRANCES
- 7 PEDESTRIAN FOOTPATH
- 8 OFF STREET ACCESSIBLE PARKING BAYS
- 9 DROP-OFF BAY
- 10 STREET TREES
- 11 TOWPATH PATHWAY INCORPORATING A CLEAR WIDTH OF 3.7M FOR ENVIRONMENT AGENCY EMERGENCY ACCESS
- 12 PLAY AREAS
- 13 PLANTING AREAS TO SOFTEN THE ROUTE AND IMPROVE BIODIVERSITY
- 14 RAIN GARDENS
- 15 BULMAN SITE
- 16 PEDESTRIAN ACCESS INTO THE COURTYARD MEWS
- 17 TREES AS FOCAL POINTS

GROUND FLOOR LANDSCAPE MASTERPLAN



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- Notes:
- Proposal Site Boundary
 - Consented Phase I Site Boundary
 - Masterplan Buildings
 - Existing Buildings

Refer to Landscape drawing
 D2898-FAB-XX-00-DR-L-02000 for further details

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■ Safeguarded Land for Bridge

PLAN 7
Handwritten signature

P03	Updated for Planning	04.03.22
P02	Planning Update	28.01.22
P01	Issued For Planning	01.10.21
Rev	Description	Date

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Drawing
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Scale @ A1
 1 : 500

Date
 28/01/22

Drawn By
 HA

Checked By
 PK

Job Number	Status	Purpose of Issue
18066	S2	Updated for Planning

Drawing No.	Rev
MGL-HBA-SW-XX-DR-A-08-2011	P03



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- Notes:
- Proposal Site Boundary
 - Consented Phase I Site Boundary
 - Masterplan Buildings
 - Existing Buildings

Refer to Landscape drawing
 D2898-FAB-XX-00-DR-L-02000 for further details

Caroline

Waterway Survey Plan

Area to be surveyed

PLAN 8

Rev	Description	Date
PD3	Updated for Planning	04.03.22
PD2	Planning Update	28.01.22
PD1	Issued For Planning	01.10.21

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Project
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Drawing
 Proposed Site Block Plan

Scale @ A1 1 : 500	Date 28/01/22
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Drawn By HA	Checked By PK
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Job Number 18066	Status S2	Purpose of Issue Updated for Planning
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Drawing No. MGL-HBA-SW-XX-DR-A-08-2011	Rev P03
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APPENDIX 3
WHEELCHAIR AFFORDABLE HOUSING UNITS

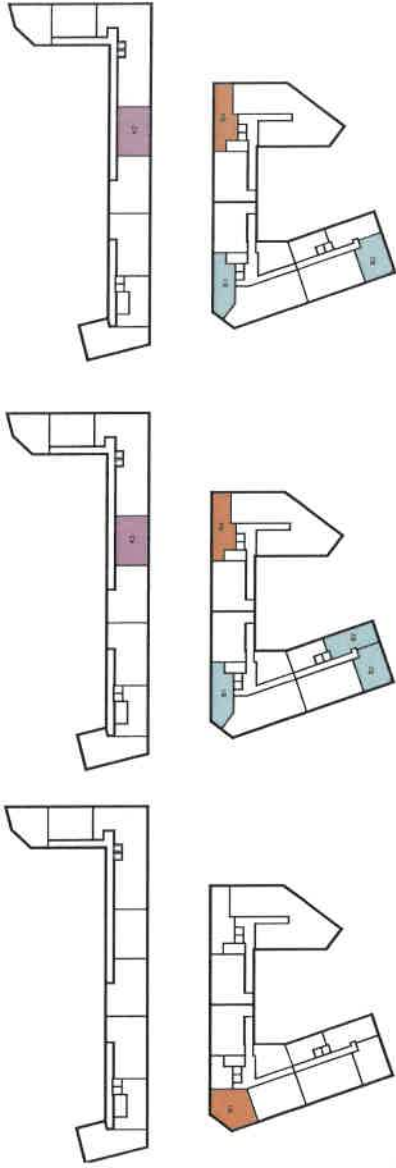
Wheelchair Dwellings and Route to Amenity

Revised location of wheelchair dwellings in Block A

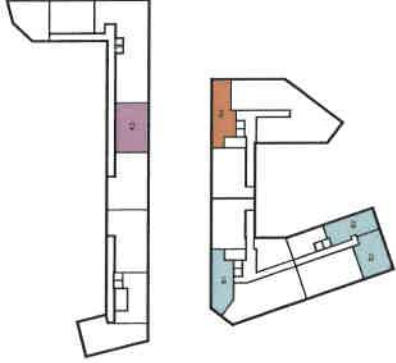
Phase 2, includes additional accessible homes to ensure that the development overall (Phase 1 & Phase 2, Anthology Stratford Mill) delivers 10% accessible homes and that all associated parking spaces can be located within 50m distance on the homes that they serve.

This means that Phase 2 will deliver total 32 accessible homes for the overall development of 320 units. (Phase 1 and Phase 2). Accessible homes are located in Blocks A1, B1, B2 and B3 as shown.

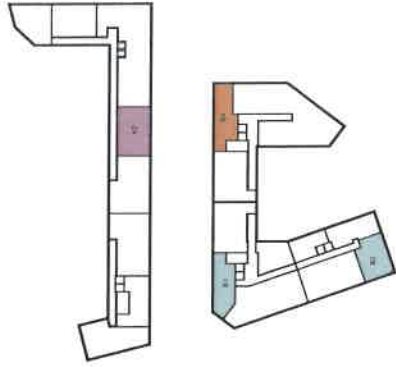
Following the BEAP presentation on 25/11/21, the location of accessible units has been reviewed so that they are more evenly distributed across all blocks within the development. At the BEAP the scheme presented provided 6 x wheelchair units in A1 and all other wheelchair units in Blocks B1 - B3. The scheme has been revisited to now provide 2 x wheelchair units in A1 (private and intermediate) and 4 x wheelchair units in A2 (social rented). All other wheelchair units remain in blocks B1 - B3.



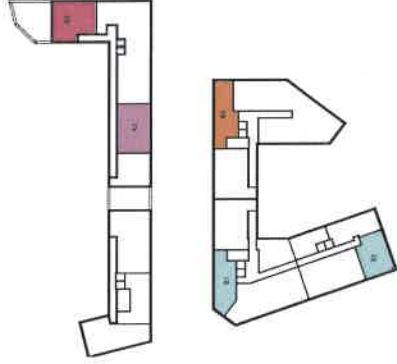
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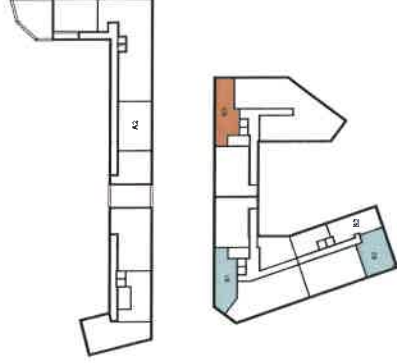
Level 02



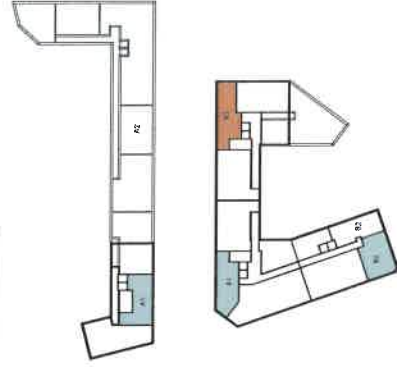
Level 03



Level 04



Level 05



Level 06

Phase 2, Block A1 = 2 x M4(3) adaptable units
 Phase 2, Block A2 = 4 x M4(3) accessible units
 Phase 2, Block B1 = 11 x M4(3) adaptable units
 Phase 2, Block B2 = 9 x M4(3) adaptable units
 Phase 2, Block B3 = 6 x M4(3) adaptable units
 Phase 1 = 0 x M4(3) units

Total wheelchair units for Phase 1 & Phase 2 = 32 units

- KEY**
- 3B5P M4(3) accessible
 - 3B4P M4(3) accessible
 - 2B4P M4(3) adaptable
 - 2B3P M4(3) adaptable
 - 1B2P M4(3) adaptable

CP

[Signature]

Level 07

Level 08-09

Level 10-11