

DATED 9 SEPTEMBER 2010

LONDON THAMES GATEWAY DEVELOPMENT CORPORATION (1)

LIGHTBANNER (STRATFORD) LIMITED (2)

and

KBC BANK NV (3)

DEED

made pursuant to section 106 of the
Town and Country Planning Act 1990
(as amended) relating to land at 1-4
Park Lane, Stratford, E15 2JG

CERTIFIED TRUE COPY

NORTON ROSE
Norton Rose LLP
3 More London Riverside
London SE1 2AQ United Kingdom
www.nortonrose.com

Date 10/09/10 P. Curria

**NORTON ROSE**

CONTENTS

1	Definitions	1
2	Interpretation	5
3	Legal Basis	5
4	Conditionality	6
5	Provisions for Release	6
6	Covenants by the Owner	6
7	Provisions Relating to the Corporation	6
8	Successors in Title	6
9	Registration	7
10	Third Party Rights	7
11	Dispute Resolution	7
12	Variations	7
13	Service of Notices	7
14	The Corporation's Legal Costs	7
15	VAT	8
16	Interest	8
	Schedule 1 Covenants of the Owner	10
	Schedule 2 Corporation's Obligations	13
	Appendix 1 Plans	14
	Appendix 2 Draft Planning Permission	15

THIS DEED is made on 9 SEPTEMBER 2010

BETWEEN:

- (1) **LONDON THAMES GATEWAY DEVELOPMENT CORPORATION** of 9th Floor, South Quay Plaza 3,189 Marsh Wall, London E14 9SH (the **Corporation**);
- (2) **LIGHTBANNER (STRATFORD) LIMITED** (company number 05464293) whose registered office is situated at North House, 17 North John Street, Liverpool L2 5EA (the **Owner**); and
- (3) **KBC BANK NV** (company number FCO21246) of 5th Floor, 111 Old Brood Street, London EC2N 1BR (the **Mortgagee**).

WHEREAS

- (A) By virtue of the London Thames Gateway Development Corporation (Planning Functions) Order 2005 (the **Order**), which came into force on 31 October 2005, the Corporation is the Local Planning Authority for the area within which the Property is situated and for development of the nature of the Development and is responsible for determination of the Application.
- (B) The Corporation is the appropriate statutory body to enforce this Deed for the purposes of Section 106 of the 1990 Act.
- (C) The Owner is registered at HM Land Registry as the freehold owner of part of the Property and leasehold owner of the remainder of the Property.
- (D) On 9 November 2009 the Owner submitted the Application to the Corporation.
- (E) The Corporation considers it expedient, in the interests of the proper planning of its area and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in this Deed.
- (F) The Owner has agreed to enter into this Deed, accepting that the obligations that it contains fall properly to be considered as material to the determination of the Application, and as being fairly and reasonably related in scale and kind to the Development.
- (G) The Corporation has resolved to grant the Planning Permission subject to the conditions set out in the Planning Permission and subject to the covenants, undertakings and restrictions herein contained.

NOW THIS DEED WITNESSETH as follows:

1 Definitions

In this Deed where the context so admits the following expressions shall have the following meanings:

1990 Act means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force;

All Items Retail Prices Index means the index of retail prices published by the Office of National Statistics or any successor thereof;

Application means the full planning application for the Development given reference number 09/01825/LTGDC/LBNM and validated by the Corporation under case number LTGDC-09-100-FUL;

BC Index means the Building Cost Information Service All in Tender Price Index as published by BCIS (a trading division of the Royal Institution of Chartered Surveyors Business Services Ltd) or such similar index as may from time to time be published to replace such index;

Completion means unless the context otherwise so admits the proper issue of a certificate of practical completion of any works carried out pursuant to this Deed or as the context may allow any part, section or phase thereof by an independent architect, engineer or other certifying professional as the case may be and the terms **Complete, Completed** and cognate expressions shall be construed accordingly;

Contractors means any main contractors and subcontractors employed by the Owner or its agents to construct the Development;

Corporation's Planning Functions Area(s) means the area(s) set out in the maps referred to in the Order;

Council means the Mayor and Burgesses of the London Borough of Newham;

DAISY means the Docklands Arrival Information System;

Deliveries Contribution means the sum of £3,000 (three thousand pounds) (Index-Linked by reference to the All Items Retail Prices Index) towards the cost of implementing waiting, loading and unloading restrictions on Carpenters Road and Jupp Road West;

Development means the erection of a 11 storey, 188 bedroom budget hotel with ground floor restaurant, 1 disabled parking space, 10 motorcycle parking spaces, 12 bicycle spaces and ancillary development;

Dispute Resolution means the process set out in Clause 11;

Expert means such expert as may from time to time be appointed for the purposes of resolving a relevant dispute as follows:

- (a) if the dispute relates to transport or highway works, engineering, demolition, or construction works, a chartered civil engineer being a member of the Institution of Civil Engineers (having not less than 10 years' relevant experience in the public or private sector) agreed by the parties to the dispute but in default of agreement appointed at the request of any of the parties by or on behalf of the President from time to time of the Institution of Civil Engineers;
- (a) if the dispute relates to any building within the Development or any similar matter, a chartered surveyor (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors;
- (b) if the dispute relates to financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant, a chartered accountant (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institute of Chartered Accountants in England and Wales; and
- (c) if the parties to the dispute shall fail to agree upon the nature or difference in question then it should be referred to a solicitor or barrister of at least 15 years' standing agreed by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Law Society;

Highway Works means the necessary highway and footway works to Park Lane, High Street and Jupp Road West;

Highway Works Scheme means the scheme containing the details, phasing and mechanisms for carrying out the Highway Works as may be approved by the Council acting reasonably (acting as local highway authority) pursuant to the terms of this Deed;

Implementation means the implementation on the Property of the Development pursuant to the Planning Permission by the carrying out of any material operation within the meaning of sections 56(2) and (4) of the 1990 Act provided that for the avoidance of doubt the carrying out of archaeological investigations, demolition, remediation works, site clearance, site preparation and surveys shall be deemed not to constitute a material operation and **Implement** and cognate expressions shall be construed accordingly;

Implementation Notice means a written notice given by or on behalf of the Owner to the Corporation stating the proposed date of Implementation of the Development to be addressed to the Director of Planning, London Thames Gateway Development Corporation, 9th Floor, South Quay Plaza 3, 189 Marsh Wall, London E14 9SH and stating the application reference number PROVIDED THAT a notice will be deemed to have been given if Implementation has occurred;

Index-Linked means the adjustment of the financial sums referred to in this Deed by Indexing from the date of this Deed to the date of payment;

Indexing means the recalculation of any amount specified in this Deed by applying the following formula:

$A \times B/C = D$ where:

A = the sum specified in this Deed in pounds sterling

B = the figure shown in the relevant index (provisional index if that is the latest information available) for the period prior to the date to which the sum concerned is to be Indexed under the provisions of this Deed

C = the figure shown in the relevant index for the latest period prior to date from which the sum concerned is to be Indexed under the provisions of this Deed

D = the recalculated sum in pounds sterling applying under this Deed

Provided B/C shall never be less than 1

Provided also that if the relevant index becomes no longer maintained the said formula shall be applied mutatis mutandis (so far as concerns periods after it ceases to be so maintained) by reference to such other similar publication or index as may be specified from time to time by the Corporation;

Interest means interest at 3 per cent above the base lending rate of the National Westminster Bank plc from time to time;

Local Labour Commitment Scheme means a scheme containing the details and mechanisms for securing the use of local labour, contractors and goods and services during the construction of the Development to be submitted to the Local Planning Authority for its approval in accordance with paragraph 3.1 of Schedule 1;

Local Planning Authority means the local planning authority for the time being having jurisdiction over the subject matter of this Deed;

Local Skills Training Contribution means the sum of £30,876 (thirty thousand eight hundred and seventy six pounds) (Index-Linked by reference to the All Items Retail Prices Index) towards local skills training;

Occupation means the use of the buildings and land at the Property for the purposes permitted by the Planning Permission save for temporary occupation for the purposes of construction or fitting out or securing of the buildings and the words "**Occupy**" and "**Occupied**" and cognate expressions shall be construed accordingly;

Plan 1 means the plan marked "Plan 1" annexed to this Deed at Appendix 1 hereto;

Plan 2 means the plan marked "Plan 2" annexed to this Deed at Appendix 1 hereto;

Plan 3 means the plan marked "Plan 3" annexed to this Deed at Appendix 1 hereto;

Planning Permission means the planning permission to be granted pursuant to the Application for the Development as annexed at Appendix 2 to this Deed;

Property means land at 1-4 Park Lane, Stratford E15 2JF registered at the Land Registry under the freehold title EGL67329 and the leasehold title EGL67330 and shown for the purposes of identification only edged red on Plan 1;

Public Sector Investment Plan means the plan for infrastructure to be provided in the Lower Lea Valley or London Riverside Areas (as appropriate and as may be revised from time to time);

Public Transport Improvements Contribution means the sum of £20,000 (twenty thousand pounds) (Index-Linked by reference to the BC Index) towards public transport improvements within the vicinity of the Property;

Quarter means the three calendar months ending on 31 March, 30 June, 30 September and 31 December in each year;

Stratford High Street Public Realm Contribution means the sum of £100,000 (one hundred thousand pounds) (Index-Linked by reference to the BC Index) towards the Stratford High Street Public Realm Improvements;

Stratford High Street Public Realm Improvements means the landscaping and other related improvements to be made within the area edged red on Plan 3;

Stratford South West Controlled Parking Zone means the area shown edged red on Plan 2;

Stratford South West Controlled Parking Zone Contribution means the sum of £15,000 (fifteen thousand pounds) (Index-Linked by reference to the All Items Retail Prices Index) towards the implementation of the Stratford South West Controlled Parking Zone or otherwise in accordance with the Public Sector Investment Plan;

Total Financial Contributions means one hundred and ninety two thousand six hundred and fifty four pounds (£192,654) comprising the Stratford High Street Public Realm Contribution, the Local Skills Training Contribution, the Public Transport Improvements Contribution, the Stratford South West Controlled Parking Zone Contribution and the Deliveries Contribution, with the balance of the contribution made towards the Planning Obligations Community Benefit Strategy; and

Workplace means the Council's one stop shop for ensuring that local people have access to:

- (a) jobs;
- (b) pathways to employment initiatives;
- (c) business advice; and
- (d) supply chain opportunities;

whose address is Boardman House, 64 Broadway, Stratford E15 1NT.

2 Interpretation

- 2.1 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.2 Unless the context requires otherwise references in this Deed to clauses, sub-clauses, paragraphs, recitals, sub-paragraphs, annexures, appendices and schedules are references to those contained in this Deed and references to plans and drawings are references to plans and drawings annexed to this Deed.
- 2.3 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.
- 2.4 References in this Deed to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same.
- 2.5 In this Deed (where the context so admits) words importing the singular shall include the plural and vice versa and words importing one gender shall include all other genders.
- 2.6 In this Deed the expressions "Owner", "Council", "Local Planning Authority", "Corporation" and "Mortgagee" shall include their respective statutory successors in respect of the functions to which this Deed relates and/or successors in title to the Land as the case may be (subject to the terms of this Deed).
- 2.7 Any obligations of the parties to this Deed contained in this Deed which are or may be deemed to be obligations of one or more persons shall be joint and several obligations on the part of those persons unless the context otherwise requires provided that nothing herein shall impose any liability upon either of the parties for the actions of the other.
- 2.8 Any covenant by the parties to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred and any covenant by the parties to this Deed to do an act or thing may be deemed to include an obligation to use reasonable endeavours to procure that the act or thing is done.
- 2.9 If any provision in this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected, impaired or called into question.
- 2.10 In the event of any conflict between the provisions of this Deed and any document annexed hereto as referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.11 Where any approval, consent, agreement or the like is required to be given pursuant to the terms of this Deed it shall be in writing and no party shall unreasonably withhold or delay any such approval, consent, agreement or the like provided that nothing herein shall fetter the statutory rights, powers or duties of the Corporation and/or Local Planning Authority.
- 2.12 This Deed, any document entered into under it and any matter arising from it are to be governed by and interpreted in accordance with English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts in relation to this Deed and any such related document or matter.

3 Legal Basis

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act and the obligations herein constitute planning obligations for the purposes of the 1990 Act enforceable by the Corporation as the Local Planning Authority.

3.2 It is hereby agreed that the Owner enters into this Deed with the effect of the planning obligations in Schedule 1 binding the Property.

4 Conditionality

4.1 The planning obligations in this Deed are conditional upon both:

- (a) the grant of the Planning Permission; and
- (b) the Implementation Notice being given or deemed to have been given.

5 Provisions for Release

5.1 It is hereby agreed by the parties hereto that this Deed shall determine if the Planning Permission is quashed, cancelled, revoked or expires prior to Implementation.

5.2 The Corporation hereby covenants with the Owner that it shall upon reasonable request from the Owner and subject to payment of the Corporation's reasonable and proper professional costs and charges in connection therewith certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed.

6 Covenants by the Owner

6.1 The Owner covenants with the Corporation to carry out and comply with the obligations on its part or to procure that the same are complied with contained in Schedule 1 to this Deed.

7 Provisions Relating to the Corporation

7.1 Nothing herein contained shall fetter the statutory rights, powers and duties of the Corporation as Local Planning Authority.

7.2 The Corporation covenants with the Owner to carry out and comply with the obligations on its part continued in Schedule 2 to this Deed.

8 Successors in Title

8.1 The parties hereto agree that this Deed shall be binding (1) upon the Property and shall subject to the terms of this Deed be enforceable against the Owner and its successors in title and those deriving title under them in respect of the Property and as provided in Section 106(3) of the 1990 Act but in accordance with section 106(4) of the 1990 Act it is the intention of the parties that neither the Owner nor its successors in title nor those deriving title under them shall have any further liability under this Deed (but without prejudice to any rights of the Local Planning Authority in respect of any antecedent breach) in respect of any period during which the Owner or as the case may be any of its successors in title or those deriving title under them no longer has an interest in the Property PROVIDED THAT if the Owner ceases to have any interest in any part of the Property then the Owner will cease to have any further liability for any planning obligation created by this Deed insofar as it relates to that part of the Property (2) upon the successors to the Corporation.

8.2 The obligations in this Deed shall not be binding on or enforceable against any mortgagee or chargee of the Property (from time to time) which shall have the benefit of a mortgage or charge on the whole of or any part or parts of the Property unless and until such mortgagee or chargee has entered into possession of the Property or part of the Property to which such obligation relates;

9 Registration

It is hereby agreed and declared between the parties hereto that this Deed should forthwith be registered as a Local Land Charge by the Local Planning Authority for the purposes of the Local Land Charges Act 1975.

10 Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

11 Dispute Resolution

- 11.1 In the event of any dispute or difference between the Owner and the Local Planning Authority arising out of this Deed (other than a dispute or difference relating to a question of law or in relation to the interpretation of this Deed) the Owner and the Local Planning Authority agree that the matter in dispute will on the application of either of the parties be referred to the Expert and it is further agreed that:
- 11.1.1 the determination of the Expert shall be final and binding on the parties save in the case of manifest error;
- 11.1.2 the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct;
- 11.1.3 the Expert's costs shall be borne in such proportions as he/she may direct failing which the parties shall each bear their own costs of the reference and determination and the Expert's costs calculated by dividing the Expert's costs by the number of sides to the reference; and
- 11.1.4 the Expert may be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee shall be appointed in the same manner as the Expert.

12 Variations

No variation to this Deed shall be effective unless made by Deed or pursuant to the determination of an application made under section 106A of the 1990 Act.

13 Service of Notices

All notices, requests, demands or other written communications to or upon the respective parties hereto pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class letter to the party to which such notice, request, demand or other written communication is to be given or made under this Deed and addressed as follows:

- 13.1 if to the Corporation to the address set out above marked for the attention of the Director of Planning;
- 13.2 if to the Owner to 4th Floor, 17 North John Street, Liverpool, L2 5EA; and
- 13.3 if to the Mortgagee to 5th Floor, 111 Old Brood Street, London EC2N 1BR.

14 The Corporation's Legal Costs

The Owner agrees that upon completion of this Deed it will pay the Corporation's reasonable legal costs of £5,000 (five thousand pounds) in addition to any VAT thereon and disbursements properly incurred in the negotiation and completion of this Deed.

15 VAT

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

16 Interest

16.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written

THE COMMON SEAL of LONDON)
THAMES GATEWAY DEVELOPMENT)
CORPORATION was hereunto affixed in the)
presence of:)

[Handwritten signature]
Stoman



EXECUTED as a DEED by LIGHTBANNER)
(STRATFORD) LIMITED acting by:)

[Handwritten signature]
Director

[Handwritten signature]
Director/Secretary

EXECUTED as a DEED by KBC BANK NV)
acting by:)

[Handwritten signature]
Director Authorized Signatory

[Handwritten signature]
Director/Secretary Authorized Signatory

Schedule 1
Covenants of the Owner

1 Implementation

The Owner will serve an Implementation Notice on the Corporation fifteen (15) working days prior to the anticipated Implementation of the Development.

2 Financial Contributions

2.1 The Owner hereby covenants with the Corporation to pay the Total Financial Contributions to the Corporation as follows:

2.1.1 38% of the Total Financial Contributions on the date of Implementation; and

2.1.2 the remaining 62% of the Total Financial Contributions on the date of Completion of the Development or the end of the period of 12 months from the date of Implementation, whichever is sooner.

3 Local Labour, Contractors, and Goods and Services

3.1 The Owner will not Implement the Planning Permission unless and until it has submitted to the Corporation the Local Labour Commitment Scheme which relates to the construction of the Development and the Corporation has approved it.

3.2 In preparing the Local Labour Commitment Scheme the Owner and Developer will consult with Workplace.

3.3 The Local Labour Commitment Scheme will require the Owner to:

- (a) identify to Workplace the scope and quantum of skills requirement, jobs and supply chain opportunities at the earliest opportunity both during and after the construction of the Development;
- (b) identify to Workplace a member of staff who will be the key liaison person to ensure the efficient operation of the Local Labour Commitment Scheme;
- (c) place appropriate obligations on Contractors and/or occupiers of non-residential floor space to notify Workplace of all job opportunities on an ongoing basis which relate to the construction and operation of the Development, and, if appropriate, recruit suitably qualified applicants put forward by Workplace. If Workplace is unable to indicate that they have a suitably qualified applicant or applicants available to fill a position within 48 hours of receiving notification from the Contractors and/or occupiers of non-residential floor space in relation to that position, then Workplace will refer the Contractors and/or occupiers of non-residential floor space to other partners such as Jobcentre Plus and/or neighbouring boroughs;
- (d) place appropriate obligations on Contractors and/or occupiers of non-residential floor space to meet with Workplace staff to develop and agree suitable training opportunities to ensure that local people are prepared with the right skills to access forthcoming vacancies;
- (e) place appropriate obligations on Contractors and/or occupiers of non-residential floor space to provide Workplace with quarterly monitoring information regarding staff

personnel in a way that is compliant with the Data Protection Act 1998 and other relevant legislation and subject to Workplace confirming in writing that it will comply with appropriate confidentiality restrictions in relation to such information. This obligation requires the Contractors and/or occupiers of non-residential floor space to request the consent of staff personnel to the information in the categories specified below being shared with the Corporation for equality monitoring purposes. For the avoidance of doubt, it is considered that the submission of the following categories of information will not uniquely identify an individual:

- (i) full postcode;
 - (ii) gender;
 - (iii) age group (16-24, 25-49, and over 55);
 - (iv) length of residency in the Council's area in the following categories: (i) less than 6 months; (ii) 6-12 months; (iii) 1-5 years; (iv) 5-10 years; and (v) 10 years plus;
 - (v) job title;
 - (vi) full time or part time;
 - (vii) ethnicity (using census categories);
 - (viii) disability;
 - (ix) previous employment status (including length of previous employment where relevant in the following categories: (i) less than 6 months; (ii) 6-12 months; and (iii) 12 months plus; and
 - (x) sexuality;
- (f) place appropriate obligations on Contractors and/or occupiers of non-residential floor space to provide Workplace with details of supply chain opportunities at the earliest possible opportunity so that Workplace staff can disseminate this information to local businesses who may be in a position to submit tender applications;
- (g) use reasonable endeavours to ensure the recruitment at the Property of local residents defined as living in Newham postcodes E6, E7, E12, E13, E15 and E16;
- (h) use reasonable endeavours to achieve a target of 25% local employment at the Property;
- (i) ensure that the recruitment will be through Workplace;
- (j) to ensure that the above measures should constitute the sole recruitment method for seven working days prior to the vacancy becoming available and that by an agreed date Workplace shall be furnished with a full breakdown of staffing requirements and labour loadings, including estimates and numbers of particular skills required;
- (k) use reasonable endeavours to ensure that at least 25% of service and support functions required to facilitate the operations of the Development are provided by local employers and businesses in the London Borough of Newham;
- (l) provide to Workplace or its nominee(s) as soon as it is available a schedule of the breakdown of all construction contracts and suppliers required to complete the project to enable opportunities to be promoted to local contractors and suppliers;
- (m) report the value of all orders placed with Newham suppliers to Workplace or its nominee(s);

- (n) ensure the main Contractor will supply to Workplace or its nominee(s) site monitoring information on a regular basis; and
- (o) meet a representative of Workplace at least once a month at the Property commencing from Implementation of the Planning Permission in respect of the Development until Completion of the Development or until such earlier time as may be agreed in writing between the Owner and Developer and the Corporation

4 Highway Works

- 4.1 The Owner will not Implement nor permit the Development to be Implemented unless and until it has:
- (a) submitted the Highway Works Scheme to the Council for approval and the Council (acting as local highway authority) has approved the Highways Works Scheme; and
 - (b) entered into an agreement with the Council (in its capacity as local highway authority) pursuant to section 38 and/or section 278 of the Highways Act 1980 in relation to the carrying out of the Highways Works in accordance with the Highways Works Scheme which shall include provisions securing the necessary funding for the Highway Works.

5 DAISY

- 5.1 The Owner will not Occupy nor permit to be Occupied the Development unless and until it has used reasonable endeavours to co-operate with TfL in order to arrange for DAISY screens to be installed in the hotel reception area at the expense of the Owner.

Schedule 2
Corporation's Obligations

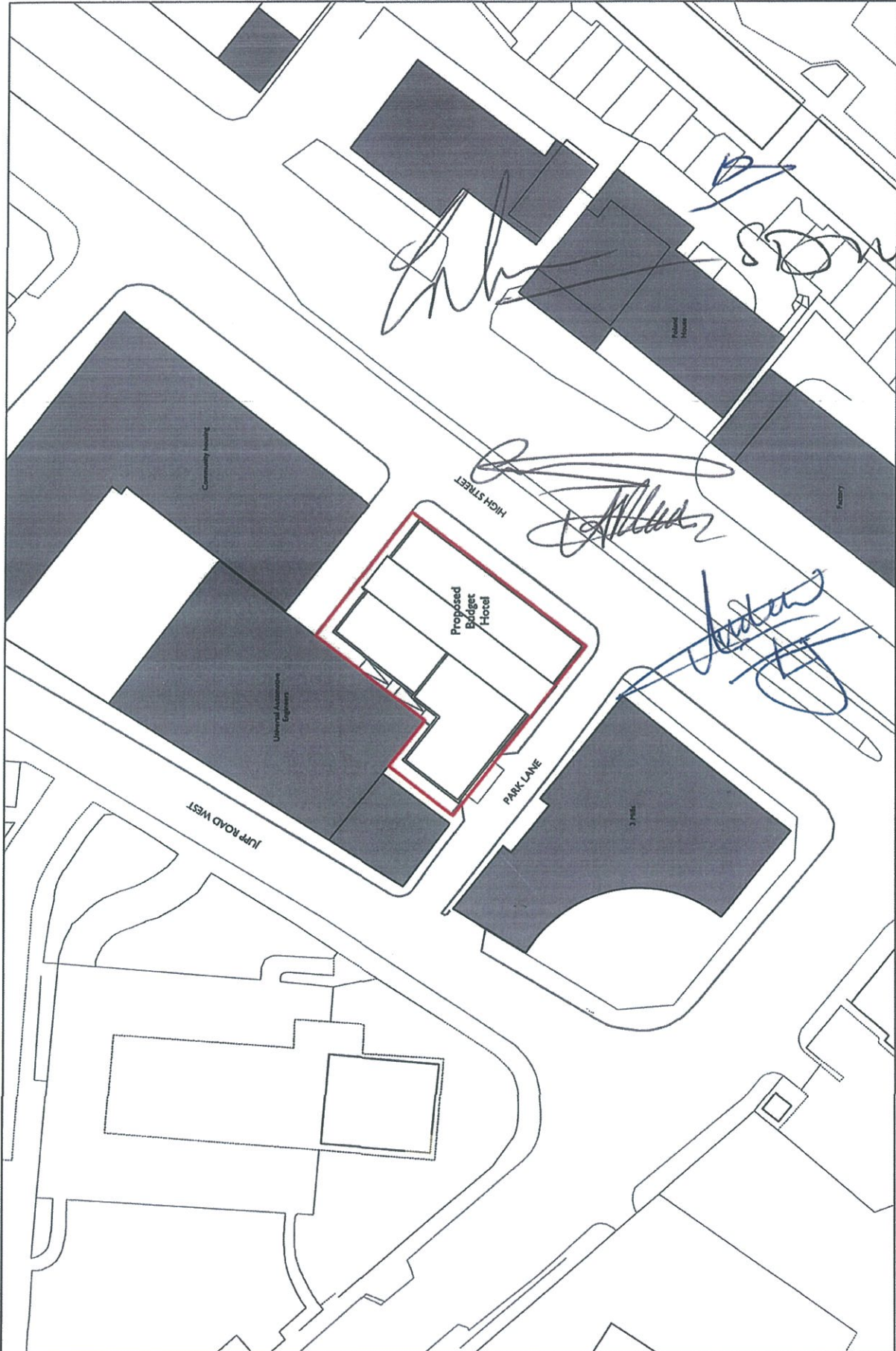
- 1 The corporation covenants with the Owner to use the following contributions strictly for the purposes stated and for no other purpose under the Public Sector Investment Plan:
 - 1.1 The Stratford High Street Public Realm Contribution to be used solely towards the Stratford High Street Public Realm Improvements;
 - 1.2 The Local Skills Training Contribution to be used solely towards the provision of local skills training in the administrative area controlled by the Council;
 - 1.3 The Public Transport Improvements Contribution to be used solely towards the provision of public transport improvements within the vicinity of the Property;
 - 1.4 The Deliveries Contribution to be used solely towards the cost of implementing waiting, loading and unloading restrictions on Carpenters Road and Jupp Road West; and
 - 1.5 The Stratford South West Controlled Parking Zone Contribution to be used solely towards the implementation of the Stratford South West Controlled Parking Zone.
- 2 Where this Deed provides for the approval or consent of the Corporation to be required such approval and/or consent shall not be unreasonably withheld or delayed.



Appendix 1
Plans



PLAN 1



Drawing No. SK 1000

Deed Plan
Scale 1:500 @A3
Date July 2016
Drawn djm

The Loop Barn, Colley
Newbury
Berkshire RG20 3AA
T +44 (0)1488 657657
F +44 (0)1488 627607
E newbury@suttongriffin.co.uk



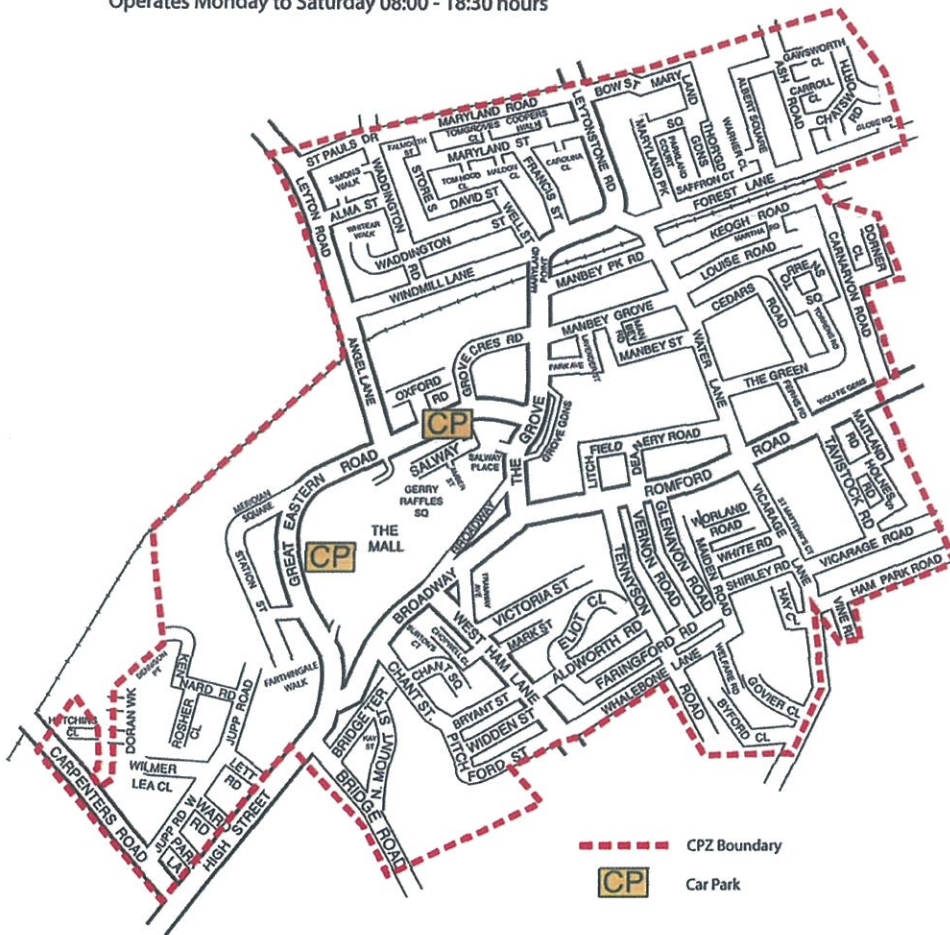
Budget Hotel 1 to 4 Park Lane, Stratford

PLAN 2

CPZ BOUNDARIES MAP

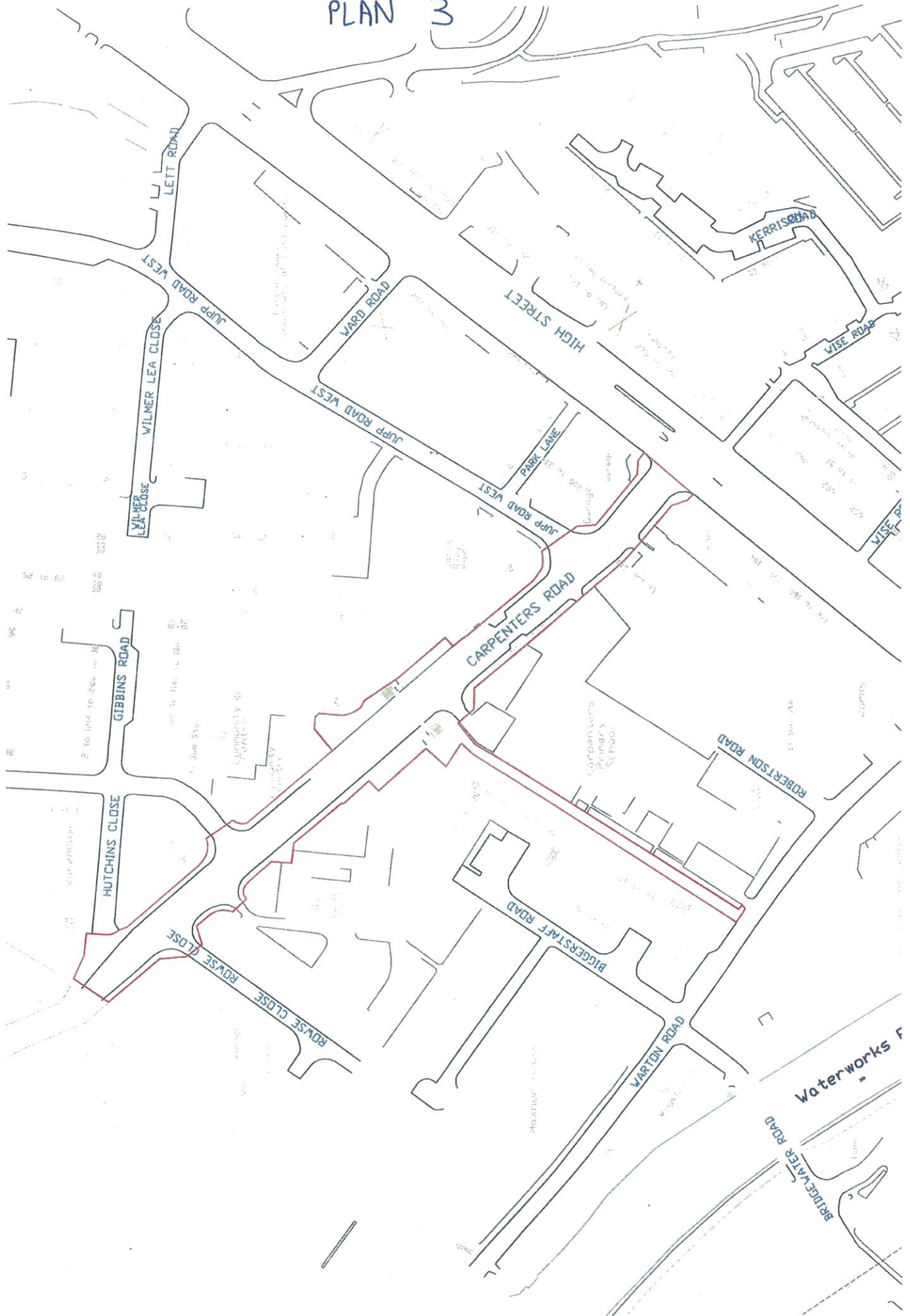
Stratford Controlled Parking Zone

Operates Monday to Saturday 08:00 - 18:30 hours



Map based upon aerial photography updated by e graphics 01/05

PLAN 3



Appendix 2
Draft Planning Permission

Case no. LTGDC-09-027-LBNM

Sutton Griffin
The Long Barn
Welford
Newbury
Berkshire
RG20 8HZ

NOTICE OF DECISION ON PLANNING APPLICATION

**TOWN AND COUNTRY PLANNING ACT 1990
LONDON THAMES GATEWAY DEVELOPMENT CORPORATION
(PLANNING FUNCTIONS ORDER) 2005**

APPLICATION NO: 09/01825/LTGDC/LBNM

LOCATION: Kwik Fit Euro Ltd, 1-4 Park Lane, Stratford, E15 2JG

PROPOSAL: Erection of a 11 storey, 188 bedroom budget hotel with ground floor restaurant, 1 disabled parking space, 10 motorcycle parking spaces, 12 bicycle spaces and ancillary development.

APPLICANT: Lightbanner (Stratford) Ltd.

The London Thames Gateway Development Corporation being the Local Planning Authority for the purposes of the application received on 12/08/2009, for Planning Permission, as described above, has resolved to:

GRANT PLANNING PERMISSION SUBJECT TO CONDITIONS

The conditions to which the permission is subject are as follows:

A. Time Limits, approved drawings / documents and content of development

A1. The development hereby permitted must be commenced no later than the expiration of THREE YEARS from the date of this permission.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 and because of the scale and timescale of the development.

A2. Save as these conditions provide otherwise, or any matter is reserved for the later approval of the Local Planning Authority, all works are to be completed in accordance with the drawing numbers 3678/PL/01, 3678/PL/02 Rev B, 3678/PL/03, 3678/PL/04, 3678/PL/05, 3678/PL/06, 3678/PL/07 Rev A, 3678/PL/08, 3678/PL/09, 3678/PL/10 Rev A and 3678/PL/11 prepared by Sutton Griffin Architects unless otherwise approved in writing by the Local Planning Authority:

Reason: To ensure that the development is constructed in accordance with the approved drawings in accordance with Policy EQ19 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4B.1 of the London Plan (adopted February 2008 and consolidated with alterations since 2004). The development is acceptable on the basis of the particulars contained within the application and this condition seeks to ensure the development is undertaken in strict accordance with the approved details.

B. External Design

B1. No development shall take place until full details, including samples, specifications and annotated plans at, where appropriate, 1:5 or 1:20 of the following have been submitted to and approved in writing by the local planning authority:

1. facing materials;
2. external signage,
3. windows;
4. external lighting
5. external plant

The development shall only be implemented in accordance with the approved details and to the satisfaction of the Local Planning Authority.

Reason: To ensure a satisfactory standard of external appearance and to protect local amenity in accordance with Policy EQ19 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4B.1 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

B2. No development shall take place until details of obscure glazing and opening specifications for the windows of hotel rooms on the southwest elevation have been submitted to and approved in writing by the Local Planning Authority. The windows shall be installed and maintained in accordance with the approved details and to the satisfaction of the Local Planning Authority.

Reason: To minimise any overlooking of proposed neighbouring residential properties in accordance with Policies EQ19 and EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from the 27th September 2007 in accordance with the direction from the Secretary of State) and Policies 3A.3, 4B.1, 4B.2 and 4B.10 of the London Plan (February 2008 and

consolidated with Alterations since 2004).

B3. No development shall take place until the details of the green roof have been submitted to and approved in writing by the Local Planning Authority. The green roof shall be implemented prior to occupation of the development and permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To maximise the biodiversity and nature conservation value of the site in accordance with Policy 3D.14 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

B4. All ground floor doors shall open inwards into the site and not outwards over the public highway to the satisfaction of the Local Planning Authority.

Reason: To ensure the development does not clutter the highway or compromise pedestrian safety in accordance with Policies EQ26 and T14 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 3C.20 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

C. Sustainability

C1. The development shall not be occupied until a certificate confirming BREEAM rating 'Very Good' or 'Excellent', accompanied by a full assessment of all energy saving measures that will be implemented to achieve this rating, has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented and operated in accordance with the BREEAM certificate.

Reason: In the interest of climate change and sustainability in accordance with Policies S4, EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policies 4A.2, 4A.3 and 4A.8 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

C2 The heat network supplying the heat loads in the development shall be installed and sized to the space heating and hot water requirements, and shall have the following characteristics:

- be operational prior to the occupation of the development and shall thereafter serve all heat loads;
- be supplied with heat from either:
 1. combined heat and power system sized to the average combined heating and hot water load, with a capacity of at least 100 kW electrical output, supplemented by condensing gas top-up boilers OR
 2. an external district heating network OR
 3. a combination of the two options above.

Reason: To ensure the development contributes adequately towards mitigating climate change and reducing carbon emission in accordance with Policy 4A.3, 4A.5, 4A.6 and 4A. 7 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

C3 Full details of available space for installation of photovoltaic panels including a proposal to install a minimum of 150m² of photovoltaic panels shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development. The installation approved by the Local Planning Council shall be installed and operational prior to occupation.

Reason: To ensure the development contributes adequately towards mitigating climate change and reducing carbon emission in accordance with Policy 4A.3, 4A.5, 4A.6 and 4A. 7 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

D. Highways and Access

D1. No development shall take place until the detailed design of the following highway and access works have been submitted to and approved in writing by the Local Planning Authority:

1. the access to and layout of the undercroft car park, including:
 - a. disabled parking;
 - b. cycle parking facilities;
 - c. surface materials
2. the detailed highway design of Park Lane, including:
 - d. the location of taxi pick up and drop off;
 - e. vehicle loading and unloading;
 - f. pedestrian footways;
 - g. surface materials;
 - h. drainage;
 - i. signage;
 - j. street furniture;

Reason: To agree an acceptable vehicular access to the development to maintain pedestrian safety on the footway in accordance with policy T14 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and T19 and policy 3C.20 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

D2. No development shall take place until details of secure and covered cycle parking facilities have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until a minimum of 12 cycle parking spaces have been installed in accordance with the approved details.

Reason: To promote sustainable modes of transport in accordance with Policy T24 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and policies 3C.3 and 3C.22 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

D3. No development shall take place until a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority, in consultation with Transport for London. The Delivery and Servicing Plan shall set out the proposed management arrangements for taxis, coach pick up and set down and servicing using Park Lane.

Reason: To prevent obstruction of the public highway and avoid accidents in accordance with Policies T13 and T14 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 3C.3 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

D4. The development hereby approved shall not commence until a Travel Plan has been submitted to and approved by the Local Planning Authority. The Travel Plan shall include details of funding, implementation, monitoring and review. The development shall be occupied only in accordance with the approved Travel Plan.

Reason: To promote sustainable travel patterns in accordance with Policies 3C.1 and 3C.3 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

E. Construction

E1. No development shall take place until a Construction Logistics Plan, including a full breakdown of the timing and detail of construction works and their impacts on the public highway and Olympic Road Network (ORN), has been submitted to and approved in writing by the Local Planning Authority, in consultation with the Olympic Delivery Authority and Transport for London.

Reason: To ensure there are no adverse impacts on the Olympic Road Network during the Olympic Games in accordance with Policy 5C.2 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

E2. No demolition, construction or building works shall be carried out except between the hours of 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 Saturday or at any time on bank or public holidays without the prior written approval of the Local Planning Authority, unless the works have been approved in advance under section 61 of the Control of Pollution Act 1974.

Deliveries of construction and demolition materials to and from the site by road shall take place between 08:00 - 18:00 Monday to Friday and 08:00 - 13:00 on Saturday and at no other time except with the prior written approval of the Local Planning Authority.

Reason: In order to minimise noise and disturbance, in the interest of residential amenity, in accordance with Policies EQ45, EQ46 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27th September 2007 by direction from the Secretary of State) and Policies 4A.3, 4A.19, 4A.20 and 4B.1 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

E3. No impact piling shall be permitted during the construction of this development without the prior written consent of the Local Planning Authority, in consultation with Thames Water and the Environment Agency.

Reason: To ensure that the development does not cause undue impacts to the amenity of adjoining neighbouring occupiers through noise and vibration disturbance, to protect underground water and sewage utility infrastructure and to protect controlled waters from pollution in accordance with Policies EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and policies 4A.16, 4A.17 and 4A.33 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

F. Hydrology and Water Resources

F1. No development shall take place until impact studies of the existing water supply infrastructure have been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water. The studies shall determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure the water supply infrastructure has sufficient capacity to cope with additional demand, in accordance with Policies EQ18, EQ19 and H17 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27th September 2007 by direction from the Secretary of State) and Policies 4A.16, 4A.18 and 4B.1 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

F2. No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details to the satisfaction of the Local Planning Authority.

Reason: To avoid pollution to controlled waters, and with consideration to policies EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State), and policies 4A.16, 4A.17 and 4A.33 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

G. Flood Risk

G1. The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) by Scott Wilson dated 30th October 2009 Rev 02 and the following mitigation measures detailed within the FRA:

1. Finished floor levels in the transformer and plant rooms are set no lower than 4.45 m above Ordnance Datum (AOD);
2. The level of access routes into the basement areas are set no lower than 4.45 m above Ordnance Datum (AOD).

Reason: To reduce the impact of flooding on the proposed development and future occupants in accordance with Policies 4A.12 and 4A.13 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

H. Contamination

H1. No development shall take place until a site investigation and risk assessment, in addition to any assessment provided with the planning application, have been completed in accordance with an agreed scheme for assessing the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme shall be submitted to and approved in writing by the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report shall be submitted to and approved in writing by the Local Planning Authority. The report of the findings must include:

(i) a survey of the extent, scale and nature of contamination;

(ii) an assessment of the potential risks to:

- human health,
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,
- archaeological sites and ancient monuments;

(iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and

EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27th September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

H2. No development shall take place until a detailed remediation scheme to bring the site to a condition suitable for the intended use, by removing unacceptable risks to human health, buildings and other property and the natural and historical environment, has been submitted to and approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27th September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

H3. The remediation scheme approved pursuant to Condition H2 must be carried out in accordance with its terms prior to the commencement of development other than works required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced prior to the commencement of the development other than works required to carry out remediation, and is subject to the approval in writing of the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27th September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

H4. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk

assessment must be undertaken in accordance with the requirements of condition H1, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition J2 which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared prior to the commencement of the development other than works required to carry out remediation, which is subject to the approval in writing of the Local Planning Authority in accordance with condition H3.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27th September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

H5. Works to the relevant Phase of the development hereby approved shall not commence until a monitoring and maintenance scheme, to include monitoring the long-term effectiveness of the proposed remediation and provision for reporting the findings to the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority.

Following completion of the measures identified in that scheme and when the remediation objectives have been achieved, reports that demonstrate the effectiveness of the monitoring and maintenance carried out must be produced prior to the commencement of the development other than works required to carry out remediation, and submitted to the Local Planning Authority.

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27th September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

I. Archaeology

I1. No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme for investigation which has been submitted by the applicant and approved

in writing by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

Reason: Important archaeological remains may exist on this site. The Local Planning Authority wishes to secure the provision of an archaeological investigation and the recording of any remains prior to commencement of development, in accordance with Policy EQ43 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4B.15 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

J. Noise and Vibration

J1. Prior to the commencement of works on the development hereby approved, detailed plans demonstrating the development will achieve the noise mitigation standards as specified in table 6 of the BDP Acoustic Report submitted with this application shall be submitted to and approved in writing by the Local Planning Authority. The developer shall certify the provision of the mitigation works on completion to the satisfaction of the Local Planning Authority.

Reason: To protect the amenity of future occupants in accordance with policy EQ19 and EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4A.20 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).

K. Air Quality

K1. Prior to the occupation of the development hereby approved full details of any mechanical ventilation or other plant associated with the in house catering facilities shall be submitted to and approved in writing by the Local Planning Authority. Details should include full specifications of all filtration, deodorising systems, noise output and termination points. Particular consideration should be given to the potential high level discharge of kitchen extract air. The approved scheme shall be implemented prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4B.1 of the adopted London Plan (adopted February 2008 and consolidated with Alterations since 2004).

RELEVANT PLANNING POLICY:

The London Plan (Consolidated with Alterations Since 2004 (February 2008))

Policy 2A.1	Sustainability criteria
Policy 2A.2	The spatial strategy for development
Policy 2A.5	Opportunity Areas
Policy 2A.7	Areas for Regeneration
Policy 2A.8	Town Centres
Policy 3A.3	Maximising the potential of sites
Policy 3B.11	Improving employment opportunities for Londoners
Policy 3C.1	Integrating transport and development
Policy 3C.2	Matching development to transport capacity
Policy 3C.3	Sustainable transport in London
Policy 3C.9	Increasing the capacity, quality and integration of public transport to meet London's needs.
Policy 3C.14	Enhanced bus priority, tram and busway transit schemes
Policy 3C.17	Tackling congestion and reducing traffic
Policy 3C.20	Improving conditions for buses
Policy 3C.21	Improving conditions for walking
Policy 3C.22	Improving conditions for cycling
Policy 3C.23	Parking strategy
Policy 3C.24	Parking in town centres
Policy 3D.1	Supporting town centres
Policy 3D.2	Town Centre Development
Policy 3D.7	Visitor accommodation and facilities
Policy 3D.8	Realising the value of open space and green infrastructure
Policy 3D.14	Biodiversity and nature conservation
Policy 4A.1	Tackling climate change
Policy 4A.2	Mitigating climate change
Policy 4A.3	Sustainable design and construction
Policy 4A.4	Energy assessment
Policy 4A.5	Provision of heating and cooling networks
Policy 4A.6	Decentralised Energy: heating, cooling and power
Policy 4A.7	Renewable energy
Policy 4A.9	Adaptation to climate change
Policy 4A.10	Overheating
Policy 4A.11	Living Roofs and Walls
Policy 4A.12	Flooding
Policy 4A.13	Flood risk management
Policy 4A.14	Reducing noise
Policy 4A.19	Improving air quality
Policy 4B.1	Design principles for a compact city
Policy 4B.2	Promoting world-class architecture and design
Policy 4B.3	Enhancing the quality of the public realm
Policy 4B.5	Creating an inclusive environment
Policy 4B.6	Safety, security and fire prevention and protection
Policy 4B.8	Respect local context and communities
Policy 4B.9	Tall buildings – location
Policy 4B.10	Large-scale buildings – design and impact
Policy 4B.15	Archaeology
Policy 5C.1	The strategic priorities for North East London
Policy 5C.3	Opportunity Areas in North East London

London Borough of Newham Unitary Development Plan (2001)

S1	Community Safety and Crime Reduction
S2	Community Benefit/Planning Obligations
S3	Quality of Development
S4	Sustainable Development
S6	Mixed Use Development
S7	Urban Regeneration: Promotion of Development
S9	Environmental Quality: Design Issues
S12	Environmental Quality: Improvements in Key Areas
S24	Employment: Meeting the Council's Regeneration Objectives
S28	Employment: Quality of Development
S35	Transport: Encouragement of Alternatives to the Motor Car
S37	Transport: Improvement of Facilities for Pedestrians and Cyclists
S38	Transport: Parking
EQ18	Promoting Urban Quality
EQ19	Urban Design Considerations
EQ20	Design Considerations: Residential Areas
EQ21	New Development: Landscaping
EQ25	Access
EQ26	Safety
EQ27	High Buildings: Control
EQ28	High Buildings: Design Considerations
EQ35	Preservation of Listed Buildings
EQ43	Archaeology: Investigation, Excavation and Protection
EQ45	Pollution
EQ46	Air Quality Management
EQ47	Noise Impact Statement
EQ48	Noise - Sensitive Development
EQ54	Promoting Sustainable Waste Management
EQ61	Recycling
EQ63	Surface Water Disposal
EMP1	Employment Growth
EMP3	Quality of Employment Development
EMP6	Diversification and Strengthening of Economy
SH2	Stratford Town Centre
TM1	Tourist Attractions: Improvement of Development Focal Points for
TM2	Tourism
T1	Hotel Accommodation
T3	New Development: Environmental Impact
T5	New Development: Highway Capacity
T10	Preferred Modes of Transport
T13	Road Hierarchy
T14	Road Safety, Traffic Management and Calming
T19	Design to Minimise Road Accidents in New Development
T20	Improvement of Conditions for Pedestrians
T21	Pavement Congestion
T24	Recreational Footway Network
T26	Access by Cycle and Cycle Parking Motorcycle Parking

JUSTIFICATION FOR GRANTING CONSENT/REASONS FOR APPROVAL

The redevelopment of the site to provide a hotel development is consistent with London Plan, Unitary Development Plan and Lower Lea Valley Opportunity Area Planning policies designed to promote employment generating town centre uses along the High Street and within proximity of the town centre and station interchange. The application is considered to be in accordance with Policies 3D.7 and 5C.3 of the London Plan, Policies TM2 and EMP1 of the Unitary Development Plan and the Lower Lea Valley Opportunity Area Planning Framework.

The application will help meet the need for new hotel bedrooms and increase the quality and quantity of fully wheelchair accessible accommodation. The application is considered to be in accordance with Policies 3D.7, 4B.1 and 4B.5 of the London Plan.

The application proposes a building that adopts a height, scale and form that responds appropriately to its changing context. The building forms a positive relationship to the street and complements the adjacent approved and proposed developments to create a logical and coherent development block. The simple building form, and use of a restricted palette of materials, has the potential to enhance the character of the High Street. It is important that the architecture proposed in the application is reinforced at the detailed design stage. The application is considered to be in accordance with Policies 4B.1, 4B.9 and 4B.10 of the London Plan and Policy EQ19 of the Unitary Development Plan.

The application will result in a level of trip generation that can be accommodated on the existing road and public transport network. The application proposes alterations to the surrounding road network that will facilitate effective access and servicing. The application is considered to be in accordance with Policies T1, T4, T11 and T14 of the Unitary Development Plan and Policies 3C.18, 3C.19, 3C.21, 3C.22 and 3C.25 of the London Plan.

The application proposes a building design that ensures the amenity of surrounding occupiers is appropriately safeguarded. The application is considered to be in accordance with Policy 4B.10 of the London Plan and Policies H17 and EQ19 of the Unitary Development Plan.

The application proposes an energy efficient building that incorporates uses renewable energy technologies to help mitigate climate change and reduce carbon emission while meeting the energy demands of the hotel. The application is considered to be in accordance with Policies 4A.3, 4A5, 4A.6 and 4A.7 of the London Plan and Policies BR1 of the Borough Wide Development Policies Document.

The application has agreed to contribute a total of £192,654 towards a range of local project and initiatives requested by the LBN. Given the scale and type of development, the application is considered to make a reasonable financial contribution. It is recommended that the S106 Agreement ring fence monies

identified for the Stratford High Street public realm improvement (£100,000) and skills training (30,876), with delegated authority given to the Director of Planning to seek clarification from LBN on the justification for ring fencing monies for the remaining items before deciding whether these contributions should contribute to the POCBS pooled S106 fund. The application is considered to be in accordance with the Planning Obligations Community Benefit Strategy, Policies 6A.4 and 6A.5 of the London Plan and Policy S2 of the Unitary Development Plan.

Signed

Director of Planning

Date of Decision:

Date Issued:

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

- If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within SIX months of the date of this notice, using a form which is available from the Planning Inspectorate at 3/05 Kite Wing, Temple Quay Square, 2 The Square, Temple Quay, Bristol, BS1 6PN. A copy of the completed appeal form should be sent to the London Thames Gateway Development Corporation.
- 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 for Communities and Local Government refuses to grant planning 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.