

DATED 29 March 2012

- (1) OLYMPIC DELIVERY AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM
- (3) LANCASTER PLC

PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and sections 4 and 5 of the London Olympic Games and Paralympic Games Act 2006 and all other powers enabling

relating to 68-70 High Street, Stratford, London



Pinsent Masons

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THIS AGREEMENT is made on
BETWEEN:-

29 March

2012

- (1) **OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, One Churchill Place, Canary Wharf, London E14 5LN (the "**ODA**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London, E16 2QU (the "**Council**");
- (3) **LANCASTER PLC** of 770 The Crescent, Colchester Business Park, Colchester, Essex C04 9YQ (the "**Developer**").

RECITALS

WHEREAS:-

- (A) By virtue of section 5 of the Olympic Act and the Olympic Delivery Authority (Planning Functions) Order 2006 the ODA is the local planning authority for the purposes of Part III of the 1990 Act for the area in which the Site is situated and has the functions conferred by those provisions of the 1990 Act. Accordingly the ODA is the appropriate body to enforce the planning obligations contained in this Agreement for the purposes of Section 106 of the 1990 Act.
- (B) The Council is a local authority for the purposes (inter alia) of the Local Government Act 1972 and the 1974 Act and is further the local highway authority for the purposes of the Highways Act 1980.
- (C) The Parties acknowledge that whilst the ODA is the local planning authority for the purposes of Part III of the 1990 Act in respect of the Site, the Council retains certain functions in respect of the area within which the Site is situated, including functions in respect of highways, community and leisure facilities, social, economic and environmental well-being, housing and education and the Parties hereto agree that it is appropriate for the ODA to nominate the Council as the beneficiary of various covenants, undertakings and obligations given by the Developer in this Agreement pursuant to Sections 106 of the 1990 Act as aforesaid as provided for in this Agreement.
- (D) The Developer is the freehold owner of the Site registered at the Land Registry under title numbers EGL257588 and EGL88633.
- (E) The Planning Application was submitted to the ODA on 3 October 2011.
- (F) On 28 February 2012 the ODA's Planning Committee resolved to grant the Planning Permission subject to a legal agreement being entered into and subject to referral to the GLA.
- (G) On 22 March 2012 the GLA confirmed that it did not wish to direct refusal for the Planning Application.
- (H) The Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it so that the ODA may grant the Planning Permission.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"1974 Act"	means the Greater London Council (General Powers) Act 1974
"1990 Act"	means the Town and Country Planning Act 1990
"Affordable Housing"	means housing that is available to people whose incomes are insufficient to enable them to afford adequate housing locally on the open market and where the rent or price for such housing is reduced, directly or indirectly, by means of subsidy from the public, private or voluntary sector and which is provided for or managed by a housing association, local authority or other organisation
"Affordable Housing Contribution"	means a sum (if any) to be determined, using the assumptions and methodology set out in the BNP Paribas Letter by the Developer and approved by the Council (in consultation with the ODA) and, if payable, to be paid by the Developer to the Council towards Affordable Housing in accordance with Part 1 of Schedule 1 hereto
"Affordable Housing Review"	means the affordable housing review to be undertaken pursuant to Part 1 of Schedule 1 hereto in accordance with the methodology and assumptions set out in the BNP Paribas Letter to identify whether an Affordable Housing Contribution is payable by the Developer and if so, the level of any such Affordable Housing Contribution
"Affordable Housing Units"	means at least 20% of all habitable rooms to be provided by the Developer as Affordable Housing in the form of 6x 1 bedroom, 10x 2 bedroom, 12x 3 bedroom and 2x 4 bedroom units the tenure of which is to be agreed with the Council prior to implementation of the Residential Development and which for the avoidance of doubt could include any of the tenure types set out in Annex B of Planning Policy Statement 3 published by the Department of Communities and Local Government (" PPS 3 ") or any guidance as may from time to time amend or replace the same and also includes the tenure type "Affordable Rent" described in the Department of Communities and Local Government and Homes and Communities Agency publication "2011-2015 Affordable Homes Programme Framework" (or any guidance as may from time to time amend or replace the same) and currently proposed for inclusion in Annex B of PPS 3 aforesaid and for the avoidance of doubt such Affordable Housing Units may be provided by way of new build or by the acquisition or use of existing premises
"Approved Drawings"	means the drawings prepared by the Architect to be approved by the Planning Permission
"Architect"	means Jestico and Whiles as specified in the Design and Access Statement as being the architects responsible for the design of the Mixed Use

Development

- "Associated"** means, for the purposes of clause 2.15 any company, subsidiary company, body or organisation established by or associated with or acting under the direction of the Developer of another leasehold interest
- "BNP Paribas Letter"** means the letter dated 8 February 2012 from BNP Paribas to the Council and which is annexed hereto at Appendix 6
- "British Waterways Contribution"** means the sum of £60,000 (sixty thousand pounds) (Indexed) to be paid by the Developer to British Waterways towards improvement of the waterway environment in the vicinity of the Site including towpath widening and vegetation clearance along the River Lea, allowing towpath access to more users where the towpath has been widened, clearance and landscaping of the weir at City Mill Lock and installation of coir landscaping baskets along the waterway wall opposite the Site
- "Business 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
- "CCHP"** means combined cooling heat and power
- "Code for Sustainable Homes"** means the code for sustainable homes set by Government, together with the Code for Sustainable Homes Technical Guidance November 2010 being a method for assessing, rating and certifying the environmental performance of new homes, including any update or replacement of the said Code or technical guidance or any alternative scheme introduced for the measurement of sustainability or environmental performance for new homes
- "Commencement of the Mixed Use Development"** means, in respect of the Mixed Use Development, the carrying out of a material operation pursuant to the Planning Permission as defined in section 56(4) of the 1990 Act but excluding archaeological investigations, demolition, diversion of (or connecting) utilities to the Site, pile probing, assessment of contamination and decontamination works (if any), site clearance, construction of site access and site service road and the erection of fences and hoardings
- and **"Commence"**, **"Commenced"** and **"Commences"** shall be construed accordingly
- "Commencement of the Residential Development"** means, in respect of the Residential Development only, the carrying out of a material operation pursuant to the Planning Permission as defined in section 56(4) of the 1990 Act but excluding archaeological investigations, demolition, diversion of (or connecting) utilities to the Site, pile probing, assessment of contamination and decontamination works (if any), site clearance, construction of site

	access and site service road and the erection of fences and hoardings
	and "Commence" , "Commenced" and "Commences" shall be construed accordingly
"Completed"	means in relation to any works of construction forming part of the Mixed Use Development and Residential Development, the date of issue of a certificate of practical completion of those works by the Developer's contract administrator 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" and "Complied" shall be construed accordingly
"Consent"	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation however expressed
"Contributions"	means the Education Contribution, the Affordable Housing Contribution, the Public Realm Contribution, the British Waterways Contribution, the Design Monitoring Contribution, the Health Contribution, the Highways Contribution and the TfL Contribution
"Council's Contributions"	means the Education Contribution, the Affordable Housing Contribution, the Public Realm Contribution, the Health Contribution and the Highways Contribution
"Council's Monitoring Contribution"	means the sum of £13,000 (thirteen thousand pounds) to be paid by the Developer to the Council towards the Council's costs incurred in monitoring the compliance with and satisfaction of the obligations imposed upon the Developer by this Agreement
"Design Monitoring Contribution"	means the design monitoring contribution of £25,000 (twenty five thousand pounds) (Indexed) which may become payable by the Developer to the ODA in accordance with paragraph 7.2 of Part 2 of Schedule 1
"Education Contribution"	means the sum of £324,000 (three hundred and twenty four thousand pounds) (Indexed) to be paid by the Developer to the Council towards education facilities within the vicinity of the Site serving the Residential Development
"Expert"	the expert appointed in accordance with the provisions of Clause 11 to determine a dispute
"FEES"	means the fabric energy efficiency standard as set out by the zero carbon hub as the minimum energy efficiency standard for Zero Carbon Policy
"GLA"	means the Greater London Authority of City Hall Greater London Authority City Hall The Queen's Walk

	London SE1 2AA and the statutory successors to the Greater London Authority's functions
"Health Contribution"	means the sum of £183,611 (one hundred and eighty three thousand six hundred and eleven pounds) (Indexed) to be paid by the Developer to the Council towards health facilities in the vicinity of the Site serving the Residential Development
"Highways Contribution"	means the sum of £38,700 (thirty eight thousand seven hundred pounds) (Indexed) to be paid by the Developer to the Council towards the cost of the Council carrying out the Highways Works
"Highways Works"	<p>means the works to be undertaken by the Council pursuant to a Section 278 Agreement comprising:</p> <p>(i) highways works on the public highway in the vicinity of the Site which are necessary due to the Mixed Use Development;</p> <p>(ii) footway works on Stratford High Street including:</p> <p>(a) take up and relay of existing granite kerb and replacement with new kerbs where necessary to suit new levels;</p> <p>(b) reinstate footway surface to match existing material; and</p> <p>(c) remove any redundant driveway and the construction of new driveway; and</p> <p>(iii) footway works on Marshgate Lane including:</p> <p>(a) take up and relay of existing granite and replacement with new kerbs where necessary to suit new levels;</p> <p>(b) remove existing footway surface and resurface it in tarmac; and</p> <p>(c) remove any redundant driveway and the construction of new driveway</p>
"Index"	means the BCIS All-in-TPI published by the RICS' Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the ODA, the Council and the Developer
"Indexed"	means indexed in accordance with the provisions of Clause 16 hereto
"Local Labour Commitment Scheme"	means a scheme which shall set out initiatives to seek to provide employment opportunities and apprentice opportunities for local residents and businesses with the aim that at least 25% of the construction staff employed in construction of the

Mixed Use Development are local residents and 10% of that 25% are apprentices and to seek to ensure that local businesses benefit directly from the commercial opportunities arising from the Mixed Use Development an example of such a scheme is contained in Appendix 3

"Market Residential Unit"

means a residential unit comprised within the Residential Development that is not an Affordable Housing Unit

"Mixed Use Development"

means the demolition of existing buildings and erection of new development on the Site comprising linked buildings of one, five, nine and eighteen storeys to provide 731 square metres of commercial floorspace (for use within classes A1, A2, A3, B1, D1 and D2) at ground floor and 173 residential units, with 36 car parking spaces, 213 cycle parking spaces, refuse and recycling facilities, access, landscaping and amenity areas authorised by the Planning Permission

"MUGA"

means a multi-use games area

"Occupation"

means beneficial occupation of the building or relevant part thereof (as the context requires) for the purposes for which the Planning Permission has been granted by the Council but not including occupation for staff training or by personnel engaged in construction fitting out security or marketing and **"Occupy"** and **"Occupied"** shall be construed accordingly

"ODA's Monitoring Contribution"

means the sum of £10,000 (ten thousand pounds) to be paid by the Developer to the ODA towards the ODA's costs incurred in monitoring the compliance with and satisfaction of the obligations imposed upon the Developer by this Agreement

"Olympic Act"

means the London Olympic Games and Paralympic Games Act 2006

"Parties"

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

"Planning Application"

means the application for planning permission submitted to the ODA and allocated reference number 11/90619//FUMODA

"Planning Permission"

means the planning permission subject to conditions that may be granted by the ODA following the determination of the Planning Application for the proposals within the Planning Application, a draft of which is contained in Appendix 2

"Public Realm Contribution"

means the sum of £50,000 (fifty thousand pounds) (Indexed) to be paid by the Developer to the Council towards improvements to public open space in the vicinity of the Mixed Use Development including, but

not limited to, improvements to the park and the installation of a MUGA at Abbey Green within the vicinity of the Mixed Use Development

"Reasonable Endeavours"

means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected: in the case of the ODA and the Council, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions duties and purposes and in the case of the Developer, of a competent commercial developer carrying out the Mixed Use Development

"Registered Provider"

means an organisation involved in the delivery and management of Affordable Housing which is either registered under the Housing Act 1996 and/or registered or eligible for registration under the Housing and Regeneration Act 2008

"Regulated Emissions"

means CO2 emissions resulting from energy uses as are regulated by part L of the Building Regulations (as updated, amended or replaced from time to time)

"Renewable Energy Strategy"

means a renewable energy strategy containing details as to how the Mixed Use Development will be capable of connection to a district energy CCHP network

"Residential Development"

means that part of the Mixed Use Development comprising 173 residential units

"Residential Development Commencement Date"

means the date upon which the Residential Development is Commenced

"Residential Unit"

means a residential unit comprised within the Residential Development and for the avoidance of doubt shall include the Affordable Housing Units and/or the Market Residential Units

"Road and Bridge Link"

means the construction of the road link and bridge from Sugar House Lane to Pudding Mill on the Road and Bridge Link Safeguarded Land

"Road and Bridge Link Landscaping"

means the hard and soft landscaping to be carried out by the Developer on the Road and Bridge Link Safeguarded Land in accordance with the Plan annexed hereto at Appendix 4 and any subsequent approval of details and maintained by the Developer in that condition thereafter until such time as the Council requests that the Road and Bridge Link Safeguarded Land be made available for the Road

	and Bridge Link
"Road and Bridge Link Public Access"	means the public right of access over the Road and Bridge Link Safeguarded Land at all times after Completion of the Mixed Use Development and after construction and delivery of the Road and Bridge Link by the Council
"Road and Bridge Link Safeguarded Land"	means the area of land lying between the north-eastern elevation of Block A of the Mixed Use Development and the north-eastern site boundary as shown hatched black on the Plan annexed hereto at Appendix 5
"S73 Consent"	means a planning permission granted by the Council following the determination of a planning application made pursuant to section 73 of the 1990 Act to carry out the development authorised by the Planning Permission without complying with a condition or conditions subject to which the Planning Permission was granted
"Section 278 Agreement"	means an agreement pursuant to section 278 of the Highways Act 1980
"Site"	means the whole of the land known as 68-70 Stratford High Street to which the Planning Permission relates as shown edged red on the plan contained in Appendix 1 hereto
"Sustainability Policy"	means all national, local and London Plan policies, standards, targets, evolving and current understanding of expected definitions and policies, published proposals for future policy and requirements and emerging policy instruments, including, without limitation, Zero Carbon Policy
"Sustainability Policy Strategy"	means a strategy setting out: <ul style="list-style-type: none"> • the credit scores to be achieved for each category of the Code for Sustainable Homes requirements; • the current Sustainability Policy; and • how the Residential Development will meet and deliver the credit scores to be achieved for each category of the Code for Sustainable Homes requirements in line with the relevant Sustainability Policy
"TfL"	means Transport for London
"TfL Contribution"	means the sum of £20,000 (twenty thousand pounds) (Indexed) to be paid by the Developer to Transport for London to provide improvements to wayfinding signage to Pudding Mill Lane DLR station and/or improvements to bus stops
"Transfer"	means the first transfer by way of freehold or the grant of a lease of an individual Residential Unit

within the Residential Development following Completion of the relevant Residential Unit

"Travel Plan"

means a travel plan that includes baseline modal split details consistent with the submitted Transport Assessment, targets for reducing the number of commuting trips that are projected to be made to and from the Mixed Use Development by private car and in particular the number of single occupancy trips, a programme for implementation of the travel plan, a methodology and programme for monitoring, reviewing, maintaining and developing the travel plan in relation to the targets set out in the travel plan including the appointment of a travel plan co-ordinator if appropriate

"Workspace"

means the 731 square metres of commercial floorspace to be let as affordable workspace in accordance with and subject to paragraph 2 of Part 4 of this Agreement

"Zero Carbon Policy"

means Government policy that all new homes built from 2016 and all new non-domestic buildings built from 2019 will have zero net Regulated Emissions or any updated definition after the date of grant of the Planning Permission

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 of or appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule of this Agreement;
- (c) Part is to a part of Schedule 1;
- (d) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (e) Recital is to a recital to this Agreement; and
- (f) 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 the content of any plans is for identification purposes only;
 - 1.2.5 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made, given or submitted in writing;
 - 1.2.6 references to the Site include any part of it;
 - 1.2.7 references to the ODA comprise the Olympic Delivery Authority in its capacity as local planning authority and include its successors to the functions of the ODA;
 - 1.2.8 references to the Council include its statutory successors to the functions pursuant to which the Council has entered into this Agreement;
 - 1.2.9 references to the Developer include:-
 - (a) persons deriving title from the Developer;
 - (b) persons claiming through or under the Developer an interest or estate in the Site; and
 - (c) the Developer's successors, assigns, transferees and persons for the time being assuming the relevant obligations and/or rights of the Developer;
 - 1.2.10 "include" and "including" mean "including without limitation";
 - 1.2.11 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
 - 1.2.12 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
 - 1.2.13 where two or more people form a single Party to this Agreement the obligations, covenants and undertakings on the part of that Party may be enforced against them all jointly or against each of them individually; and
 - 1.2.14 where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every three months), within ten Business Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s).
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
 - 1.4 The "Agreement" includes the Schedules and Recitals to this Agreement.
 - 1.5 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other Consent to be given or made by the ODA and/or the Council such expression of satisfaction certificate approval agreement or other Consent shall be requested in writing and the ODA and/or the Council (as applicable) shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or agreement or other Consent for the purposes of this Agreement.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to:-
- 2.1.1 section 106 of the 1990 Act;
 - 2.1.2 sections 4 and 5 of the Olympic Act;
 - 2.1.3 section 111 of the Local Government Act 1972;
 - 2.1.4 section 16 of the 1974 Act; and
 - 2.1.5 all other powers so enabling.
- 2.2 The ODA is the local planning authority having the power to enforce the planning obligations contained in this Agreement.
- 2.3 So far as the obligations, covenants and undertakings in this Agreement are given by or to the Council 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 Council.
- 2.4 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations in so far as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and so as to bind the Developer's interest in the Site (as referred to in Recital D) and with the intent that they shall be enforceable by the ODA and the Council not only against the Developer but also against any successors in title to or assigns of or transferees 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 and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of sections 4 and 5 of the Olympic Act.
- 2.5 Save to the extent that the same would be lawful or in equity enforceable nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the ODA or the Council of any of their statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with his entire interest in the Site or his interest in that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation, covenant or undertaking in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or

person has entered into possession of the Site or part thereof to which such obligation, covenant or undertaking relates.

- 2.8 This Agreement is a local land charge and shall be registered as such by the Council.
- 2.9 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge the ODA shall as soon as reasonably practicable notify the Developer and the Council of the bringing of such proceedings or challenge.
- 2.10 This Agreement and the obligations, covenants and undertakings which it contains shall (apart from this Clause and paragraph 1.4 of Schedule 2) lapse and be extinguished automatically if (and from the date that) the Planning Permission
- 2.10.1 lapses without the Mixed-Use Development being Commenced; or
- 2.10.2 is quashed, revoked or (without the consent of the Developer) modified;
- and in these circumstances the provisions of paragraph 1.4 of Schedule 2 shall apply.
- 2.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 2.12 Without prejudice to Clause 2.5 and to the ODA 's or the Council's discretion to require a modification to this Agreement made pursuant to section 106A of the 1990 Act and/or to require any new additional or further planning obligations made pursuant to section 106 of the 1990 Act, references in this Agreement to the Mixed-Use Development include development authorised by any S73 Consent and by any non-material change to the Planning Permission approved by the ODA or the Council pursuant to section 96A of the 1990 Act.
- 2.13 This Agreement shall not be enforceable against:-
- 2.13.1 individual occupiers or individual occupational tenants in each case of individual Residential Units or their mortgagees or successors in title; or
- 2.13.2 subject to clause 2.15, a leasehold owner having an interest in not more than ten Residential Units or its mortgagees or successors in title;
- 2.13.3 a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Developer to that statutory undertaker;
- 2.13.4 a tenant or occupier of the Workspace; and
- 2.13.5 any person who holds a legal charge over the Affordable Housing Units or any part thereof or any receiver or manager appointed by them and any successors in title to any of them or to the legal charge.
- 2.14 This Agreement (other than paragraph 1 of Part 1 of Schedule 1) shall not be enforceable against a Registered Provider who holds an interest in the Affordable Housing Units.
- 2.15 Clause 2.13.2 shall not apply in the case of a leasehold owner who is Associated with another leasehold owner of Residential Units if collectively they have an interest in more than ten Residential Units and the obligations, covenants and undertakings in this Agreement shall remain fully enforceable by the ODA and/or the Council (where applicable) directly against any such leasehold owners.

3. **CONDITIONALITY**

This Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

4. **THE DEVELOPER'S COVENANTS WITH THE ODA AND THE COUNCIL**

4.1 The Developer covenants with the ODA to perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings specified in Schedule 1.

5. **ODA'S AND COUNCIL'S COVENANTS WITH THE DEVELOPER**

The ODA and the Council covenant with the Developer that the ODA and the Council will perform and Comply with the obligations, covenants and undertakings on their respective parts specified in Schedules 1 and 2.

6. **ADVANCE NOTIFICATIONS**

6.1 **Commencement of the Mixed Use Development**

6.1.1 The Developer shall:-

- (a) notify the ODA and the Council at least three months prior to the date that the Mixed Use Development is intended to be Commenced of the intended date for Commencement of the Mixed Use Development;
- (b) as soon as practicable, notify the ODA and the Council of any revised date for the Commencement of the Mixed Use Development (subject always to the requirement to give at least one week prior notice of the intended date for Commencement of the Mixed Use Development); and
- (c) notify the ODA and the Council of the date of Commencement of the Mixed Use Development within five Business Days of the Mixed Use Development Commencing.

6.2 **Completion of the Mixed Use Development**

6.2.1 The Developer shall:-

- (a) notify the ODA and the Council at least one month prior to the date that the Mixed Use Development is intended to be Completed of the intended date for Completion of the Mixed Use Development;
- (b) as soon as practicable, notify the ODA and the Council of any revised date for the Completion of the Mixed Use Development (subject always to the requirement to give at least one week prior notice of the intended date for Completion of the Mixed Use Development); and
- (c) notify the ODA and the Council of the date of Completion of the Mixed Use Development within five Business Days of the Mixed Use Development Completing.

6.3 **Commencement of the Residential Development**

6.3.1 The Developer shall:-

- (a) notify the ODA and the Council at least one month prior to the date that the Residential Development is intended to be Commenced of the intended date for Commencement of the Residential Development;
- (b) as soon as practicable, notify the ODA and the Council of any revised date for the Commencement of the Residential Development (subject always to the requirement to give at least one week prior notice of the intended date for Commencement of the Residential Development); and
- (c) notify the ODA and the Council of the Residential Development Commencement Date within five Business Days of the Residential Development Commencement Date occurring.

6.4 Sales Completion of the Residential Development

6.4.1 The Developer shall:-

- (a) notify the ODA and the Council of the date that:-
 - (i) the first binding contract for a Transfer was completed;
 - (ii) the eighty-sixth binding contract for a Transfer was completed;
 - (iii) the eighty-seventh binding contract for a Transfer was completed;
 - (iv) the one hundred and thirtieth binding contract for a Transfer was completed; and
 - (v) the last binding contract for a Transfer was completed;

within five Business Days of the date that each such binding contracts were completed.

6.5 Without prejudice to Clause 2.5 and the restrictions imposed pursuant to Schedule 1 the purpose of Clauses 6.1 to 6.4 inclusive is one of prior notification to the ODA and the Council and not to restrict the Commencement of the Mixed Use Development, the Completion of the Mixed Use Development, the Commencement of the Residential Development or the entering into of a binding contract for a Transfer or the completion of a Transfer.

7. NOTICES

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

7.1.1 if delivered by hand, the next Business Day after the day of delivery; and

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

7.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be

specified by the Party upon whom the notice is to be served to the other Parties by not less than five Business Days' notice:-

ODA:

Director of Planning Decisions (For the Attention of: Vivienne Ramsey)
Olympic Delivery Authority - Planning Decisions Team
Mailpoint 32B - 23rd Floor
One Churchill Place
Canary Wharf
London E14 5LN

with a copy to:

Chief Planner, ODA (For the Attention of: Anthony Hollingsworth)
Olympic Delivery Authority - Planning Decisions Team
Mailpoint 32B - 23rd Floor
One Churchill Place
Canary Wharf
London E14 5LN

Council:

Head of Development Control (Major Applications)
Regeneration, Planning and Property
London Borough of Newham
Newham Dockside
1000 Dockside Road
London
E16 2QU

with a copy to:

Head of Legal Services
London Borough of Newham
Newham Dockside
1000 Dockside Road
London
E16 2QU

The Developer:

Lancaster PLC (For the Attention of: Group Property Director)
770 The Crescent
Colchester Business Park
Colchester
Essex
C04 9YQ

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

8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

8.1 Without prejudice to the Town and Country Planning (Fees For Applications And Deemed Applications) Regulations 1989 and the Town and Country Planning (Development Management Procedure) (England) Order 2010 both of which shall take precedence at all times over this Clause 8.1, 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 or any condition attached to the Planning Permission has been complied with wholly or in part, the Developer shall be entitled to apply to the ODA for a notification to that effect, and where the ODA (having first consulted with the Council on any obligations, covenants or undertakings given to the Council) considers that the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) or condition has been complied with (wholly or in part) the ODA shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site or condition has been complied with in relation to part of the Site.

8.2 Where in the opinion of the ODA, any obligation, covenant, undertaking or other provision on the part of the ODA contained in this Agreement has been satisfied wholly or in part, the ODA 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. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

8.3 Where in the opinion of the Council, any obligation, covenant, undertaking or other provision on the part of the Council contained in this Agreement has been satisfied wholly or in part, the Council 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. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

9. CONSULTATION PROCEDURE

9.1 Where in this Agreement the ODA is required to consult with the Council over a particular matter (the "**Consultation Matter**") the ODA shall be responsible for consulting with the Council and the Developer shall not have any responsibility in that respect.

9.2 Subject always to any rule of law (whether domestic or international) and the ODA acting in accordance with Clause 13 any agreement or approval granted or decision made by the ODA in respect of the Consultation Matter:

9.2.1 shall not be invalidated by the failure of the ODA to consult properly or at all with the Council over the Consultation Matter; and

9.2.2 shall not be invalidated by the agreement or approval or decision not incorporating the Council's response on the Consultation Matter.

9.3 Where in this Agreement the Council is required to consult with the ODA over a Consultation Matter the Council shall be responsible for consulting with the ODA and the Developer shall not have any responsibility in that respect.

9.4 Subject always to any rule of law (whether domestic or international) and the Council acting in accordance with Clause 13 any agreement or approval granted or decision made by the Council in respect of the Consultation Matter:

9.4.1 shall not be invalidated by the failure of the Council to consult properly or at all with the ODA over the Consultation Matter; and

9.4.2 shall not be invalidated by the agreement or approval or decision not incorporating the ODA's response on the Consultation Matter.

10. VERIFICATION AND ENFORCEMENT

The Developer shall permit the ODA and the Council together with their respective authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Mixed Use Development at reasonable times and upon reasonable prior notice for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and Complied with **PROVIDED THAT** the ODA or (as the case may be) the Council shall make good any damage caused by the ODA or the Council or their respective authorised employees, agents, surveyors or other representatives during the carrying out of such verification.

11. DISPUTE RESOLUTION

11.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement the same may be referred to the Expert by any Party notifying the other Parties of such intention (the "**Notice**").

11.2 The Notice must specify:-

11.2.1 the nature, basis and brief description of the dispute;

11.2.2 the Clause of this Agreement or paragraph of a Schedule of this Agreement in respect of which the dispute has arisen; and

11.2.3 the proposed Expert.

11.3 The Expert shall be an independent person of at least ten years standing in the area of expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within ten Business Days after the date of the Notice then any Party may request:-

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

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

11.3.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert; and

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

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

11.4 If the dispute shall relate to matters falling within two or more of Clauses 11.3.1 to 11.3.5 above, the Parties may agree to appoint joint Experts and in the event that the Parties are unable to agree whom should be appointed as joint Experts, the Parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 11.3.1 to 11.3.5 to act as joint Experts.

11.5 The Expert shall act as an expert and not as an arbitrator and 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.

11.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Business Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act and duties imposed by the Olympic Act in reaching his decision.

11.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to him within ten Business Days from the date of his appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material.

12. **NO WAIVER**

No waiver (whether expressed or implied) by the ODA and/or the Council 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 ODA and/or the Council 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.

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

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

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

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

15. **PARTIES NOT TO ENCUMBER**

The Developer shall not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out save where planning permission is granted after the date of this Agreement for an alternative development of the Site **PROVIDED THAT** this Clause 15 shall not restrict the Developer from encumbering or otherwise dealing with its interest in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Agreement.

16. **INDEX LINKED PAYMENTS**

Each of the Contributions will be increased by reference to the amount of the quarterly increase in the Index from the date of Planning Permission until the date (which immediately precedes the date on which such sums are paid) on which the quarterly figure was last published and the Affordable Housing Contribution will be either decreased or increased by reference to the amount of the quarterly change in the Index from the date of Planning Permission until the date (which immediately precedes the date on which such sums are paid) on which the quarterly figure was last published.

17. COUNCIL'S CONTRIBUTIONS

- 17.1 The Council's Contributions are planning obligations and whilst for the purposes of sub-section 106(1)(d) of the 1990 Act the ODA is the authority to which payments are to be made pursuant to the said section, in the interests of administrative efficiency and in recognition of the fact that the Council's Contributions are made as contributions towards matters in respect of which the Council has the relevant responsibility and/or is the appropriate authority to apply the sums in question to the specified purposes then the ODA hereby nominates the Council as the beneficiary of the Council's Contributions **PROVIDED THAT** for the avoidance of doubt this shall not affect or prejudice the Council's ability to enforce the said obligations against the Developer as obligations, covenants or undertakings given in pursuance of section 16 of the 1974 Act.
- 17.2 In respect of each of the Council's Contributions:-
- 17.2.1 the Developer shall advise the ODA when payment of each Council's Contribution has been made within five Business Days of making each payment;
- 17.2.2 the Council shall advise the ODA of receipt of the payments referred to in Clause 17.2.1, such notification to be given within ten Business Days of such receipt; and
- 17.2.3 the Council shall advise the ODA and the Developer within 10 Business Days of any expenditure of the payments referred to in Clause 17.2.1 together with confirmation that the payment was expended for its specific purpose as set out in this Agreement so that the ODA can monitor and audit payments.

18. OTHER CONTRIBUTIONS

- 18.1 In respect of Contributions other than the Council's Contributions and the Design Monitoring Contribution the Developer shall advise the ODA when payment of each contribution has been made within five Business Days of making each payment.

19. JURISDICTION AND LEGAL EFFECT

- 19.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.
- 19.2 The provisions of this Agreement (other than this Clause 19.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

20. LEGAL FEES

- 20.1 The Developer agrees that it will on completion of this Agreement pay the ODA's legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the ODA in relation to the negotiation and completion of this Agreement) plus VAT.
- 20.2 The Developer agrees that it will on completion of this Agreement pay the Council's legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Council in relation to the negotiation and completion of this Agreement).

21. **MONITORING COSTS**

21.1 Three months prior to the Commencement of the Mixed Use Development the Developer shall pay to the ODA the ODA's Monitoring Contribution to be used towards its costs incurred in monitoring the compliance with and satisfaction of the obligations imposed upon the Developer by this Agreement.

21.2 Three months prior to the Commencement of the Mixed Use Development the Developer shall pay to the Council the Council's Monitoring Contribution to be used towards its costs incurred in monitoring the compliance with and satisfaction of the obligations imposed upon the Developer by this Agreement.

21.3 The Developer shall not nor permit or allow the Commencement of the Mixed Use Development until the ODA's Monitoring Contribution has been paid to the ODA and the Council's Monitoring Contribution has been paid to the Council in accordance with clauses 21.1 and 21.2 of this Agreement.

22. **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

THE DEVELOPER'S OBLIGATIONS

- Part 1 Affordable Housing
- Part 2 Contributions
- Part 3 Transport
- Part 4 Miscellaneous Obligations

PART 1

AFFORDABLE HOUSING

1. AFFORDABLE HOUSING UNITS

- 1.1 Prior to Commencement of the Residential Development the Developer shall agree the tenure of the Affordable Housing Units with the Council.
- 1.2 The Developer covenants not to complete more than 130 (one hundred and thirty) Transfers of the Market Residential Units until the Affordable Housing Units have been constructed on Site and made ready for Occupation to the reasonable satisfaction of the Council.

2. AFFORDABLE HOUSING REVIEW AND CONTRIBUTIONS

- 2.1 Prior to the Transfer of the 86 (eighty-sixth) Market Residential Unit, the Developer shall carry out the Affordable Housing Review and submit it along with the proposed level of the Affordable Housing Contribution (if any) to the Council for approval.
- 2.2 The Council shall advise the Developer and the ODA in writing of its approval of the level of the Affordable Housing Contribution (if any) within ten Business Days of receipt of the Affordable Housing Review being submitted to the Council.
- 2.3 If deemed payable pursuant to paragraph 2.2 above, the Developer shall pay the Affordable Housing Contribution to the Council prior to the 130 (one hundred and thirtieth) Transfer.

3. OBLIGATIONS ON THE COUNCIL

- 3.1 Prior to allocating any part or all of the Affordable Housing Contribution and/or the Council shall notify the GLA and the ODA of the Affordable Housing scheme or schemes to which such allocation is to be made together with the amount of such allocation.
- 3.2 Subject to the Council using Reasonable Endeavours to allocate all of the Affordable Housing Contribution towards the funding of Category 1 (as defined below) units in an Affordable Housing scheme or Affordable Housing schemes, the Council shall allocate the Affordable Housing Contribution towards the funding of the following units, in descending order of priority, in an Affordable Housing scheme or Affordable Housing schemes:-
 - 3.2.1 the provision of new three or more bedroom Affordable Housing Units within the Council's administrative area ("Category 1");
 - 3.2.2 the provision of new two or more bedroom Affordable Housing Units within the Council's administrative area ("Category 2"); and
 - 3.2.3 the provision of net additional Affordable Housing Units within the Council's administrative area ("Category 3").
- 3.3 Upon request by the ODA or the GLA the Council shall, within twenty Business Days of receipt of such request, provide to the ODA or the GLA (as applicable) the following information:-
 - 3.3.1 the amount of the Affordable Housing Contribution that remains in the Council's bank account as at the date of the request;

- 3.3.2 the location of the Affordable Housing scheme or Affordable Housing schemes that have benefitted from the Affordable Housing Contribution up to the date of the request; and
- 3.3.3 the amount of the allocation to each of the Affordable Housing scheme or Affordable Housing schemes that have benefitted from the Affordable Housing Contribution up to the date of the request.

4. **COMPLETION AND SALES COMPLETION RESTRICTIONS**

- 4.1 The Developer shall not Complete and shall not permit or allow the Completion of the Mixed Use Development until the Affordable Housing Contribution has been paid to the Council if any such contribution falls due in accordance with paragraph 2.2 of this Part 1.
- 4.2 The restrictions in paragraph 4.1 of this Part 1 shall not apply if the Council has not notified the Developer of its approval of the Affordable Housing Contribution in accordance with paragraph 2.2 of this Part 1 **PROVIDED ALWAYS THAT** this paragraph 4.2 shall only apply where the Developer has complied fully with their obligations covenants and undertakings in this Part 1.

5. **FURTHER OBLIGATIONS ON THE COUNCIL**

- 5.1 Following receipt of any sums or amounts from the Developer pursuant to any obligations set out in Part 1 of Schedule 1, the Council covenants and undertakes to apply such sums or amounts only for the following purposes:
 - 5.1.1 the Affordable Housing Contribution shall be used for the delivery of off-site Affordable Housing.

PART 2

CONTRIBUTIONS

1. EDUCATION CONTRIBUTION

- 1.1 Upon completion of the 86 (eighty-sixth) Transfer, the Developer shall pay to the Council the Education Contribution.
- 1.2 The Developer shall not complete more than 86 (eighty-six) Transfers unless and until the Education Contribution has been paid to the Council in accordance with paragraph 1.1 of this Part 2.

2. TFL CONTRIBUTION

- 2.1 Three (3) months prior to Commencement of the Mixed Use Development, the Developer shall pay to TfL the Tfl Contribution.
- 2.2 The Developer shall not Commence nor permit or allow the Commencement of the Mixed Use Development until the TfL Contribution has been paid to TfL in accordance with paragraph 2.1 of this Part 2.

3. HIGHWAYS CONTRIBUTION

- 3.1 Three (3) months prior to Commencement of the Mixed Use Development, the Developer shall use Reasonable Endeavours to enter into a Section 278 Agreement with the Council to pay the Highways Contribution to the Council.
- 3.2 The Developer shall not Commence nor permit or allow the Commencement of the Mixed Use Development until it has entered into Section 278 Agreement with the Council in accordance with paragraph 3.1 of this Part 2 or paid the Highways Contribution to the Council.
- 3.3 The Council shall only apply the Highways Contribution towards the cost of it delivering the Highways Works and shall notify the GLA and the ODA of the details of the scheme or schemes to which such allocation is to be made together with the amount of such allocation.
- 3.4 Upon request by the ODA or the GLA the Council shall, within twenty Business Days of receipt of such request, provide to the ODA or the GLA (as applicable) the following information:-
- 3.4.1 the amount of the Highways Contribution that remains in the Council's bank account as at the date of the request;
 - 3.4.2 the location of the scheme or schemes that have benefitted from the Highways Contribution up to the date of the request; and
 - 3.4.3 the amount of the allocation to each of the scheme or schemes that have benefitted from the Highways Contribution up to the date of the request.

4. PUBLIC REALM CONTRIBUTION

- 4.1 Upon completion of the 86 (eighty-sixth) Transfer, the Developer shall pay to the Council the Public Realm Contribution.
- 4.2 The Developer shall not complete more than 86 (eighty six) Transfers until the Public Realm Contribution has been paid to the Council in accordance with paragraph 4.1 of this Part 2.

- 4.3 Prior to allocating any part or all of the Public Realm Contribution, the Council shall notify the GLA and the ODA of the detail of the scheme or schemes to which such allocation is to be made together with the amount of such allocation.
- 4.4 Upon request by the ODA or the GLA the Council shall, within twenty Business Days of receipt of such request, provide to the ODA or the GLA (as applicable) the following information:-
- 4.4.1 the amount of the Public Realm Contribution that remains in the Council's bank account as at the date of the request;
 - 4.4.2 the location of the scheme or schemes that have benefitted from the Public Realm Contribution up to the date of the request; and
 - 4.4.3 the amount of the allocation to each of the scheme or schemes that have benefitted from the Public Realm Contribution up to the date of the request.

5. **BRITISH WATERWAYS CONTRIBUTION**

- 5.1 Upon completion of the 86 (eighty-sixth) Transfer, the Developer shall pay to British Waterways the British Waterways Contribution.
- 5.2 The Developer shall not complete more than 86 (eighty six) Transfers until the British Waterways Contribution has been paid to British Waterways in accordance with paragraph 5.1 of this Part 2.

6. **HEALTH CONTRIBUTION**

- 6.1 Upon completion of the 86 (eighty-sixth) Transfer, the Developer shall pay to the Council the Health Contribution.
- 6.2 The Developer shall not complete more than 86 (eighty-six) Transfers unless and until the Health Contribution has been paid to the Council in accordance with paragraph 6.1 of this Part 2.

7. **DESIGN MONITORING CONTRIBUTION**

7.1 **Design Team Statement**

- 7.1.1 No details required to be submitted pursuant to condition 23 of the Planning Permission shall be submitted by the Developer unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of those details (the "**Design Team Statement**").
- 7.1.2 The Developer shall also submit a statement to the ODA and provide a copy to the Council specifying the design team retained in connection with the Mixed Use Development upon Commencement of the Mixed Use Development and every 6 (six) months during the construction of the Mixed Use Development until its Completion.

7.2 **Change of Architect**

- 7.2.1 Subject to paragraphs 7.2.3 and 7.2.4 any statement submitted to the ODA pursuant to paragraphs 7.1.1 and 7.1.2 of this Part 2 that does not include the Architect as a member of the Developer's design team retained in connection with the Mixed Use Development shall be accompanied by the payment of the Design Monitoring Contribution to the ODA.
- 7.2.2 The Design Monitoring Contribution shall be applied by the ODA towards the cost of employing or retaining design professionals to monitor the design

quality of the Mixed Use Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings and the Design and Access Statement.

7.2.3 The Developer shall not be required to pay the Design Monitoring Contribution to the ODA where the Architect has ceased trading or is otherwise no longer retained as a member of the Developer's design team in connection with the Mixed Use Development PROVIDED THAT the Developer can demonstrate to the reasonable satisfaction of the ODA that another independent senior architect or firm of architects of good reputation and appropriate expertise has been appointed or retained as a member of the Developer's design team in connection with the Mixed Use Development and that such architect or firm of architects has confirmed to the ODA that it will take responsibility for the design quality of the Mixed Use Development.

7.2.4 For the avoidance of doubt, the Developer shall not be required to pay the Design Monitoring Contribution to the ODA more than once.

7.3 **Design Professionals**

7.3.1 The design professionals referred to in paragraph 7.2.2 may either be staff employed directly by the ODA or third party consultants retained by the ODA but provided that in either case they have the appropriate expertise to carry out the functions referred to in those paragraphs.

7.4 **Restriction on Completion**

7.4.1 Subject to paragraph 7.2, the Developer shall not Complete or permit or allow the Completion of the Mixed Use Development unless the Design Monitoring Contribution has been paid to the ODA where it has become due pursuant to paragraph 7.2.

PART 3

TRANSPORT AND HIGHWAYS

1. TRAVEL PLAN

- 1.1 The Developer shall not Occupy nor permit to be Occupied the Mixed Use Development unless and until the Travel Plan has been submitted to the ODA for approval (in consultation with TfL).
- 1.2 The Developer shall Comply with the approved Travel Plan for the life of the Mixed Used Development SUBJECT TO such amendments as may be agreed with the ODA (in consultation with the Council) from time to time.

2. ROAD AND BRIDGE LINK

- 2.1 Unless otherwise agreed in writing with the ODA, the Developer covenants to provide the Road and Bridge Link Landscaping prior to Occupation of the Mixed Use Development on the Road and Bridge Link Safeguarded Land and to maintain it thereafter until such time as the highway authority requests that the Road and Bridge Link Safeguarded Land be made available.
- 2.2 From the Commencement of the Mixed Use Development, the Developer covenants to safeguard the Road and Bridge Link Safeguarded Land to such time as the highway authority requests that the Road and Bridge Link Safeguarded Land be made available for the provision of the Road and Bridge Link to the highway authority for highway purposes.
- 2.3 Unless otherwise agreed in writing with the ODA, the Developer covenants to allow the Road and Bridge Link Public Access from the Completion of the Mixed Use Development.

PART 4

MISCELLANEOUS OBLIGATIONS

1. LOCAL LABOUR COMMITMENT SCHEME

- 1.1 Prior to Commencement of the Mixed Use Development, the Developer shall submit to the Council the Local Labour Commitment Scheme for approval by the Council in consultation with the ODA.
- 1.2 To the extent that it is lawfully permissible to do so, the Developer shall use reasonable endeavours to ensure that the Local Labour Commitment Scheme is implemented and adhered to for the duration of the construction of the Mixed Use Development.

2. AFFORDABLE WORKSPACE

- 2.1 Subject to paragraph 2.3 from Completion of the commercial floorspace forming part of the Mixed Use Development the Developer shall use reasonable endeavours to let the 731 square metres of commercial floorspace on the ground floor of the Mixed Use Development as Workspace.
- 2.2 Subject to paragraph 2.3 and only during such time as commercial tenants of the Workspace (or part thereof) are being sought the Workspace (or the relevant part thereof) shall:
- 2.2.1 be offered to Acme and thereafter to persons engaged in the creative industries or a similar organisation (which for the avoidance of doubt shall not include substantially larger organisations than Acme or subsidiaries of larger companies or businesses that have been trading for 2 years or more);
 - 2.2.2 be let for a period of not less than 10 (ten) years (unless otherwise agreed with the ODA prior to Commencement of the Mixed Use Development) and subject to any break rights within such period and upon such terms as the Developer considers appropriate;
 - 2.2.3 be let at a rental level set by the Developer and agreed with the ODA prior to Commencement of the Mixed Use Development;
 - 2.2.4 be contracted out of the security of tenure provisions in Part II of the Landlord and Tenant Act 1954;
 - 2.2.5 be let on terms which do not permit the occupier to assign, sub-let, part with or share possession of the Workspace; and
 - 2.2.6 be let on such other terms as the Developer acting reasonably considers appropriate.
- 2.3 The obligations in paragraphs 2.1 and 2.2 of this Part 4 of Schedule 1 shall no longer apply with effect from the date that a tenant is found for the Workspace (or the relevant part thereof) that is willing to take a lease of the Workspace or the relevant part thereof at a market rate or a rate higher than that agreed with the ODA pursuant to paragraph 2.2.3 above.

3. RENEWABLE ENERGY

- 3.1 Prior to Commencement of the Mixed Use Development the Developer covenants to submit the Renewable Energy Strategy to the ODA for approval (in consultation with the GLA).

- 3.2 Subject to there being available and obtaining all necessary consents to a connection to a district energy CCHP network (including obtaining all necessary consents therefor and the supply of energy therefrom) the Developer shall use reasonable endeavours to connect to the district energy CCHP network in accordance with the approved Renewable Energy Strategy.

4. **CODE FOR SUSTAINABLE HOMES**

- 4.1 Not less than 6 (six) months prior to Commencement of the Residential Development, the Developer shall undertake a study of the rating to be delivered in respect of the Code for Sustainable Homes requirements and submit to the ODA for approval a Sustainability Policy Strategy.
- 4.2 All homes within the Residential Development shall achieve as a minimum a rating of Code Level 4 of the Code for Sustainable Homes and unless otherwise agreed with the ODA no Residential Unit shall be Occupied until a final certificate, as defined by and issued pursuant to the Code for Sustainable Homes, has been issued for it certifying that a rating of Code Level 4 has been achieved.
- 4.3 Notwithstanding paragraph 4.2 of Part 4 of Schedule 1, to the extent that any block of the Residential Development is commenced after the period ending 3 (three) years after the date the Planning Permission is granted, that block of the Residential Development shall be in accordance with such relevant Sustainable Policy in place at the date of Commencement of that block of the Residential Development but as a minimum shall unless otherwise agreed with the ODA achieve a minimum credit score being in the top quartile of Code Level 4.
- 4.4 Prior to the Commencement of any block of the Residential Development after the period ending 3 years after the date the Planning Permission is granted to submit to the ODA for approval a further Sustainability Policy Strategy setting out how the Residential Development or such block or blocks of the Residential Development as shall be Commenced after such date meets the Sustainable Policy which is relevant at the time of such Commencement.
- 4.5 Unless otherwise agreed with the Council to the extent that any block or blocks of the Residential Development are Commenced on and from 2016 that block or blocks of the Residential Development as shall be Commenced after such date shall be built to meet as a minimum such FEES (or such replacement or equivalent standard as may exist at such date) as shall be in place at the date of Commencement.

SCHEDULE 2

ODA AND COUNCIL FURTHER OBLIGATIONS

1. APPLICATION OF FUNDS

- 1.1 Subject to 1.2 below, following receipt of any sums or amounts from the Developer pursuant to any obligations set out in Schedule 1, the ODA and the Council covenant and undertake to apply such sums or amounts paid to the ODA and/or the Council respectively only for the purposes for which the Contributions, sums or amounts have been made **PROVIDED THAT** for the avoidance of doubt the ODA and the Council will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer.
- 1.2 In the event that any part or all of any part of the Contributions, sums or amounts have not been used for the said purposes within 5 (five) years from the date of payment such Contributions, sums or amounts the ODA and/or the Council may reallocate those Contributions, sums or amounts to one or more of the other purposes, obligations, schemes or works referred to herein.
- 1.3 In the event that any part or all of any of the Contributions, sums or amounts have not been used for the said purposes within 10 (ten years) from the date of Completion of the Mixed Use Development the ODA and the Council shall within twenty-eight days of the end of the said period repay such sums or amounts (or such part thereof) to whoever paid the contribution in question with interest calculated at the Bank of England Base Rate from time to time from the date of payment until the date of repayment by the ODA and/or the Council (as applicable) but less any tax that may be payable thereon **PROVIDED THAT** the ODA and the Council shall not be required to repay any sum or sums which the ODA or the Council have contractually committed to pay to another party at the date of expiration of the said period or any sum which is required by the ODA or the Council to secure the completion of any works, project or programme or provision of services which have commenced but have not been completed as at the expiration of the said period.
- 1.4 In the event that this Agreement is extinguished automatically pursuant to Clause 2.10, the ODA and the Council shall within twenty-eight days of the date of extinguishment repay to whoever paid the contribution in question any sums or amounts received by the ODA and the Council pursuant to any obligations set out in Schedule 1 with interest as aforesaid **PROVIDED THAT** the ODA and the Council shall not be required to repay any sum or sums which the ODA or the Council have contractually committed to pay to another party at the date of extinguishment of this Agreement or any sum which is required by the ODA or the Council to secure the completion of any works, project or programme or provision of services which have commenced but have not been completed as at date of extinguishment of this Agreement or, for the avoidance of doubt, any sums paid pursuant to Clauses 19 and 20 hereto.

Appendix 1

PLAN SHOWING THE SITE

BOW BACK RIVER

TOW PATH

MARSHGATE LANE

HIGH STREET STRATFORD

SUGAR HOUSE LANE

THE COMMON SEAL OF THE
MAYOR AND BURGESSSES OF THE
LONDON BOROUGH OF NEWHAM
was hereunto affixed in
the presence of

[Handwritten signatures]

[Handwritten signature]
Authorised Signatory



01 EXISTING SITE PLAN
1:200

DO NOT SCALE THE DRAWING. ALL DIMENSIONS MUST BE CHECKED ON SITE.
SHOW THE APPROXIMATE POSITION OF ANY OBSTRUCTIONS PRIOR TO CONSTRUCTION.

KEY PLAN

NOTES



REV. DATE DESCRIPTION DIM. DIM. MARKING TITLE
EXISTING SITE PLAN

DATE: 1/2020
SCALE: PLANNING
DRAWING NO: 2339-JW-002
REV: P01

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LANCASTER PLC
PROJECT: 68-70 HIGH STREET
STRATFORD

Appendix 2

DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

Town and Country Planning Act 1990

Town and Country Planning (Development Management Procedure) (England) Order 2010

Please see notes at the end of this notice

Applicant

Agent

Lancaster Plc

CMA Planning
113 The Timberyard
Drysdale Street
London
N1 6ND

Part I - Particulars of Application

Date of Application: 30th September 2011

Application No: 11/90619/FUMODA

Proposal: Demolition of existing buildings and erection of new development comprising linked buildings of one, five, nine and eighteen storeys to provide 731 sqm of commercial floorspace (for use within classes A1, A2, A3, B1, D1 and D2) at ground floor and 173 residential units, with 36 car-parking spaces, 213 cycle parking spaces, refuse and recycling facilities, access, landscaping and amenity areas.

Location: 68-70 High Street Stratford London E15 2NE

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the Olympic Delivery Authority 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, informatives and notes:

1. The development to which this permission relates must be commenced not later than the expiration of **FIVE** years from the date of this permission.

Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

2. Unless minor variations are otherwise approved in writing by the Local Planning Authority, the development hereby approved is to be carried out strictly in accordance with the following drawings:

2339-JW-001 Rev P01 Existing Location Plan
2339-JW-002 Rev P01 Existing Site Plan
2339-JW-003 Rev P01 Existing High Street Stratford Elevation
2339-JW-004 Rev P01 Existing Riverside Elevation

2339-JW-010 Rev P02 Proposed Ground Floor Plan
2339-JW-011 Rev P02 Proposed First Floor Plan
2339-JW-012 Rev P02 Proposed Second Floor Plan
2339-JW-013 Rev P02 Proposed Third to Fourth Floor Plans
2339-JW-014 Rev P02 Proposed Fifth and Sixth Floor Plans
2339-JW-015 Rev P02 Proposed Seventh Floor Plan
2339-JW-016 Rev P02 Proposed Eighth Floor Plan
2339-JW-017 Rev P02 Proposed Ninth to Fifteenth Floor Plans
2339-JW-018 Rev P02 Proposed Sixteenth and Seventeenth Floor Plans
2339-JW-019 Rev P02 Proposed Roof Plan

2339-JW-020 Rev P02 Proposed High Street Stratford Elevation
2339-JW-021 Rev P02 Proposed Eastern Elevation
2339-JW-022 Rev P02 Proposed Riverside Elevation
2339-JW-023 Rev P02 Proposed Marshgate Lane Elevation

2339-JW-030 Rev P02 Proposed Section AA
2339-JW-031 Rev P02 Proposed Section BB
2339-JW-032 Rev P02 Proposed Section CC
2339-JW-033 Rev P02 Proposed Section DD
2339-JW-034 Rev P02 Proposed Section EE

2339-JW-040 Rev P01 Typical Unit Layouts
2339-JW-041 Rev P01 Typical Unit Layouts

2339-JW-045 Rev P01 Refuse Strategy Plan

2339-JW-050 Rev P01 Proposed Level Plan
2339-JW-051 Rev P01 Visualisation of High Street Stratford
2339-JW-052 Rev P01 Visualisation of Bow Back River
2339-JW-053 Rev P01 Visualisation from Pudding Mill Lane

and the description of the development contained in the application and any other plans, drawings, documents, details, schemes or strategies which may have been approved by the Local Planning Authority pursuant to these conditions unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development is constructed in accordance with the approved plans and other details submitted, in accordance with Policy SP3 of the Newham Core Strategy (adopted January 2012)

- 3 Prior to the commencement of 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), the following components of a scheme to deal with the risks associated with contamination of the site shall each be 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 (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
 - 3) The results of the site investigation and 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.

Reason: To avoid risk to human health or contamination of controlled waters.

- 4 After demolition of existing buildings, any remedial works and prior to commencement of above ground construction, a validation report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved validation plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the validation plan, and for the reporting of this to the local planning authority. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure that all Remediation is properly validated in the interests of human health.

- 5 Reports on monitoring, maintenance and any contingency action carried out in accordance with a long-term monitoring and maintenance plan shall be submitted to the local planning authority as set out in that plan. On completion of the monitoring programme a final report demonstrating that all long-term site remediation criteria have been met and documenting the decision to cease monitoring shall be submitted to and approved in writing by the local planning authority.

Reason: To safeguard the public, the environment and surface and groundwater.

- 6 No soils or infill materials (including silt dredged from watercourses), shall be imported onto the site until it has been satisfactorily demonstrated that they present no risk to human health, planting and the environment. Documentary evidence to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results, shall be submitted to and approved by the Local Planning Authority prior to that import. The import onto the site of material classified as 'waste' is only acceptable with the prior approval of the Local Planning Authority.

Reason: To ensure that no contaminated material is brought onto site.

- 7 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 the developer has submitted, and obtained written approval from the Local Planning Authority for, a remediation strategy detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved.

Reason: The site is within a source protection zone 1 and previous uses could give rise to contamination of the site. Works on this site could mobilise contamination present and pollute the vulnerable aquifer. Contamination at the site will need to be dealt with appropriately to prevent this from happening.

- 8 Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. Before any piling takes place, a Piling Risk Assessment (PRA) shall be submitted to and approved by the Local Planning Authority. Such an assessment is required to demonstrate that the chosen piling method does not result in deformation of the ground that may lead to an increase in the risk of near-surface pollutants migrating to underlying aquifers. The risk assessment must investigate the water environment source-pathway-receptor linkages. Once approved the piling shall comply with the detail approved by the Local Planning Authority unless minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure that development does not detrimentally impact upon ground water.

- 9 No impact piling shall be permitted during the construction of this development without the written permission of the local planning authority.

Reason: To safeguard the amenity of neighbouring residents.

- 10 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.

Prior to the commencement of the development, details of how surface water will be disposed of shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency and Thames Water. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure that the surface water discharge from the site will not have a detrimental impact upon the sewerage system.

- 11 The development hereby approved shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) for 68-70 High Street, Stratford, Lancaster PLC, Project Number: 10040, Issue: Final, Issue Date: September 2011 and the following measures detailed within the FRA:

- A ground investigation will be carried out during detailed design to determine the construction type and extent of the riverbank wall and to locate all anchors and other support structures where these are identified, whilst maintaining the structural integrity of the wall at all times. The ground investigation work will be carried out to a detailed method statement, which will be prepared and agreed with the Environment Agency prior to commencement of the works. Where anchor rods or any other structural component of the wall are located in an area proposed for development, a solution will be designed to ensure its long-term structural integrity. The findings of the ground investigation shall be submitted to and approved by the

Local Planning Authority, in consultation with the Environment Agency, prior to the commencement of development.

Reason: To protect the structural integrity of the riverwall.

- 12 Prior to the commencement of development a Risk Assessment and Method Statement outlining all works to be carried out adjacent to the Bow Back River must be submitted and approved in writing by the local planning authority in consultation with British Waterways.
Reason: In the interests of safeguarding the water environment along the Bow Back River.
- 13 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 to and approved 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: The development of this site may damage archaeological remains.
- 14 No development shall be commenced until a Construction Method and Management Statement and a Code of Construction Practice have been submitted to and approved by the Local Planning Authority. As a minimum the Construction Method and Management Statement and a Code of Construction Practice shall include the following;
- (a) Details of the location of any construction compounds, either on-site or on land elsewhere;
 - (b) Details of any traffic management that may be required in connection with vehicle movements between the construction site compound and the development site;
 - (c) Details of lighting during the construction of the development
 - (d) A dust and noise management plan;
 - (e) Wheel washing facilities, including wheel spinners with water jet and road cleaning;
 - (f) Hours of operation of construction.
 - (g) Demolition, ground works, (including decontamination), smoke and odour control,.
- The development shall be undertaken in accordance with the approved details unless minor variations are otherwise agreed in writing by the Local Planning Authority.
- Reason: To protect amenity through minimising disruption and disturbance.
- 15 No demolition, construction or maintenance activities audible at the site boundary of any residential dwelling or deliveries by road of construction and demolition materials to and from the development shall be undertaken outside the hours of 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 Saturday or any time on bank or public holidays without the prior written approval of the Local Planning Authority, to minor variations unless works have been otherwise approved in advance under section 61 of the Control of Pollution Act 1974.

Reason: To protect amenity through minimising disruption and disturbance
16. Noise from construction activities shall not exceed 65dB Laeq 1 hour & 70dB Laeq 1 minute at any educational premises measured at 1 metre from the façade of the educational building in question during term time, unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent loss of amenity and ensure educational well being.
17. Noise from construction activities shall not exceed 75dB Laeq 10 hour between 8.00 and 18.00 Monday to Friday and shall not exceed 75dB Laeq 5 hour between 8.00 and 13.00 on Saturdays unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent loss of amenity.

- 18 Prior to the commencement of any demolition or new development at the site, a feasibility study shall be carried out to assess the potential for moving freight by water during the construction cycle (waste and bulk materials) and following occupation of the development (waste and recyclables). The use of waterborne transport shall be maximised during the construction of the development unless the above assessment demonstrates that such use of the canal is not physically or economically feasible. The findings of the study shall be submitted to and approved by the Local Planning Authority, in consultation with British waterways Board before the development begins.

Reason: To enable the maximum use of sustainable transport modes during construction and in conjunction with occupation of the development.

- 19 Construction of the superstructure of the building shall not begin until an assessment of the ratings ascribed by the BRE Green Guide for Specification at the time of submission of the relevant details for all materials to be used in the construction of the building has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the materials to be used in the construction of the building will contribute to the achievement of a minimum of Level 4 of the Code for Sustainable Homes.

- 20 Upon completion of the development and prior to its first occupation, evidence shall be submitted to and approved by the Local Planning Authority to demonstrate that;
- i. The residential development has attained, at a minimum, Level 4 in the Code for Sustainable Homes; and
 - ii. The commercial element of the development has attained BREEAM 'Excellent'.

Reason: To ensure that the development meets the wider objectives of energy efficiency in new building design and construction.

21. Full details including samples of the materials to be used on all external surfaces shall be submitted to and approved by the Local Planning Authority in writing prior to their use on site. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied as to the details of the development and to protect the visual amenities of the locality.

- 22 All residential units within the development hereby permitted shall be built to the minimum space standards set out in table 3.3 of the London Plan and to 'Lifetime Homes' standards.
Reason: To ensure that satisfactory levels of residential amenity are achieved and in accordance with policies 3.5 and 3.8 of the London Plan 2011.

- 23 Prior to commencement of the relevant parts of the construction of the facades of the buildings hereby permitted, detailed drawings and sections (annotated with materials and finishes) at a scale to be agreed with the local planning authority of:
- i) windows, doors, entrances and other openings (including reveals and cills) to residential units;
 - ii) balconies, wintergardens, privacy screens, canopies and balustrades at roof level;
 - iii) external security surveillance equipment;
 - iv) external lighting; and
 - v) details of water run off, including the position and extent of downpipes;
- shall be submitted to and approved in writing by the Local Planning Authority. The construction of the building facades shall be implemented and shall be retained in accordance with the

approved details unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance to the completed development in the interests of visual amenity.

- 24 Prior to the installation of any windows to residential units in the development hereby permitted, details of the specification of the windows and any other noise mitigation measures specified within the acoustic report prepared by SKM Enviros dated 14 September 2011 shall be submitted to and approved by the local planning authority. The development shall only be carried out in accordance with the approved details unless other minor variations are agreed in writing by the local planning authority.

Reason: To ensure an acceptable standard of residential accommodation is provided.

25. Before the construction of the façades of the development an assessment of the internal temperature in summer of the development, to demonstrate compliance with the requirements of Building Regulations Part L 1 A using the method of calculation set out in SAP appendix P and having regard to CIBSE 2050 weather data, shall be submitted to the Local Planning Authority. 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 facades; provision of ventilation; and internal layout. The mitigation measures shall be approved in writing by the Local Planning Authority. Following approval of the mitigation measures the building shall be constructed in accordance with the approved details and maintained in this condition thereafter, unless other minor variations are agreed in writing by the Local Planning Authority.

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

26. Before any part of the commercial floorspace is fitted out for occupation details of the shopfronts, canopies, security shutters and areas for signage to be installed shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details, unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance to the completed development in the interests of visual amenity.

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

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

- 28 Prior to the construction of any part of the roofs of the development hereby permitted, details of the specification for finishes to be laid as green or brown roofs on the horizontal roof surfaces, including details of irrigation, shall be submitted to and approved in writing by the Local Planning Authority. Following approval the roofs shall be constructed in accordance with the approved details and maintained in this condition at all times thereafter, unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure that the construction of the roofs is carried out in a manner that will permit habitat creation for flora and fauna to encourage biodiversity within the development.

- 29 Details of roof top plant rooms, all external roof top plant with associated screening and any handrails around the roof edge shall be submitted to and approved by the Local Planning Authority before any work in connection with that part of the development to which the details relate is commenced; the development shall be constructed and maintained in accordance with the approved details, unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure the development has an acceptable appearance.

- 30 Prior to the construction of the podium level of the development, full details of the size, siting and design of the vents to be installed within the courtyards above the level of the car park shall be submitted to and approved in writing by the Local Planning Authority. The details of the vents shall be accompanied by a written explanation of the way in which they will contribute to securing adequate levels of ventilation in the car park area whilst maintaining a satisfactory level of air quality and minimising noise levels within the courtyard area. Upon approval the vents shall be installed in accordance with the approved details and maintained at all times thereafter.

Reason: To ensure a satisfactory visual appearance to the car park vents and to ensure that the air quality within the courtyard area is not detrimental to the amenity of the residents of the development.

- 31 Prior to the commencement of the relevant part of the development, full details of the proposed hard and soft landscaping areas within the podium courtyard; adjacent to the towpath; the reserved strip of land between the north-eastern elevation of the tower and the north-eastern site boundary; and planting on the green walls on the northern and south-western elevations shall be submitted to the Local Planning Authority for approval. The details shall include a full assessment of the levels of all landscaping areas together with the means of transition between level changes in the public realm; details of trees, shrubs and other vegetation to be planted, including species, size and density of planting; together with full specification for the depth of the planting medium across these areas and arrangements for irrigation. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building and shall thereafter be permanently maintained in accordance with an approved Landscape Management Strategy to the satisfaction of the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied as to the details of the development and to protect the visual amenities of the locality.

- 32 Prior to commencement of the relevant part of the development (i.e. any hard or soft landscaping) full details for biodiversity enhancement measures (including the installation of bird and bat boxes) shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: In the interest of sustainable design and construction and to enhance biodiversity.

- 33 Prior to the commencement of the relevant part of the development hereby permitted, full details of the grease trap or grease digester system to be installed within any commercial kitchen shall be submitted to and approved by the Local Planning Authority. Details should include plan and sectional drawings with measured drain sizes and invert levels, full

manufacturers specifications etc. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

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

- 34 Prior to the commencement of the relevant part of the development hereby permitted, full details of any mechanical ventilation associated with the commercial operation of the building shall be submitted to and approved 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 where a high level of discharge is usually essential. The venting of A3 to A5 uses below residential will not be permitted. The approved scheme shall be completed prior to occupation of the development and shall be permanently maintained thereafter. Reference shall be had to Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems published by DEFRA (www.defra.gov.uk/environment/noise/research/kitchenexhaust/index.htm).

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

- 35 Prior to the commencement of the relevant part of the development hereby permitted, details of a possible protected internal route for the provision of a flue through the building shall be submitted to and approved by the Local Planning Authority. The approved works are to be completed prior to occupation of the development and shall be permanently maintained thereafter.

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

- 36 Prior to the commencement of the relevant part of the development hereby permitted, details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non residential uses shall be submitted to and approved by the Local Planning Authority. Details should include airborne and impact sound insulation. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants.

- 37 Internal noise levels within residential units shall meet the BS8233 standard of 'good' or any equivalent contemporaneous standard.

Reason: In the interests of residential amenity.

- 38 Noise mitigation measures within residential units should produce internal noise levels specified in BS8233 (Good). The mechanical ventilation system shall meet or exceed the specifications set out in clause 6, schedule 1 of the Noise Insulation Regulations 1975 with regard to acoustic performance and airflow rates. Alternative schemes that meet the above noise and ventilation standards can be considered. Details of noise mitigation measures shall be submitted to and approved by the Local planning Authority prior to the commencement of the relevant part of the development. The approved scheme shall be completed prior to the first occupation of the development and shall be permanently maintained thereafter. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed.

Reason: In the interests of residential amenity.

39 All permanent development on the site shall meet a BS4142 noise rating of 0 (control of noise attached to buildings).

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

40 Prior to the commencement of the relevant part of the development hereby permitted, an acoustic report shall be submitted to and approved by the Local Planning Authority. Plant operation and activity on site shall not give rise to a BS4142 rating level greater than the background level at the nearest or worst effected property. Where it is considered impractical to meet this noise standard the report should detail mitigation measures taken to reduce noise to a minimum.

The approved scheme shall be implemented prior to occupation of the development and shall be permanently maintained thereafter. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed.

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

41 Prior to the commencement of works (excluding foundations) on the development hereby permitted, a site report detailing steps to minimise exposure to air pollution shall be submitted to and approved by the Local Planning Authority. The proposals shall meet or exceed the requirements detailed in the air quality assessment (Peter Brett Associates R001 September 11) and details shall include ventilation rates. Your attention is drawn to the need to meet noise standards detailed in the acoustic condition. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

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

42 Before any part of the development is occupied, details of the way in which car parking spaces within the development shall be allocated and managed (Car Park Management Plan) shall be submitted to and approved in writing by the Local Planning Authority. The Car Park Management Plan shall include;

- i) details of how spaces will be allocated upon first occupation of any residential unit;
- ii) how spaces will be reallocated in response to changes in the occupation of the units;
- iii) the contingency arrangements to be made in the event that there is a shortage of provision to meet the essential needs of disabled residents.

The approved details shall be implemented upon occupation of any residential dwelling and operated at all times thereafter unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure that car parking provision is properly managed for the benefit of residents of the development at all times.

43 Unless other minor variations are agreed in writing by the Local Planning Authority, prior to their installation, details of the charging points for electric cars and for mobility scooters shall be submitted to and approved in writing by the Local Planning Authority, and thereafter shall be provided in accordance with the approved details before residential occupation of the building and subsequently retained for that purpose.

Reason: To ensure that provision is made for the parking and charging of electrically powered cars and mobility scooters.

44 Prior to their installation details of the parking arrangements for cycles and motorcycles shall be submitted to and approved in writing by the Local Planning Authority; such details to include the devices to be used to provide secure storage; and thereafter the parking shall be provided in accordance with the approved details before residential occupation of the building and subsequently retained for cycle and motorcycle parking.

Reason: To ensure that provision to the required standards is made for the safe storage of cycles and motorcycles.

45. Prior to the commencement of the relevant part of the development, details of the entry arrangements to the servicing and car park areas shall be submitted to and approved in writing by the Local Planning Authority; such details to make provision for vehicles entering the development to wait clear of the carriageway of the adjoining highway. Upon approval the details shall be implemented in full prior to the residential occupation of the building and maintained at all times thereafter, unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: In the interests of highway safety

46. Before any part of the development is occupied as habitable dwellings full details of the waste management strategy for the development shall be submitted to and approved in writing by the Local Planning Authority. Following approval the arrangements for the disposal of waste from the development shall be implemented in accordance with the approved details at all times unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure that adequate arrangements are made for the disposal of waste from the premises.

47. Within 6 months from the date of commencement of occupation of the development full energy modelling calculations shall be submitted to and approved by the local planning authority to demonstrate that the predicted reduction in CO2 emissions is met.

Reason: To ensure that the development meets the wider objectives of energy efficiency in new building design and construction in accordance with Policy 5.2 of the London Plan 2011.

48. Prior to the occupation of the development the applicant shall confirm in writing to the local planning authority that Secure By Design Accreditation has been achieved. The development shall only be carried out in accordance with the approved design measures.

Reason: To ensure that the development contributes to designing out crime

INFORMATIVES

Health & Safety at Work etc 1974 & Associated Legislation The Construction (Design & Management) Regulations 2007

1. Construction Phase:

The development should comply with the **Construction (Design and Management) Regulations 2007 (CDM)** specifically to ensure that health and safety matters relevant to development are considered from the start.

If the project is notifiable under **CDM**, it will be necessary to produce a **Health & Safety File** for the client and future user(s). The **Health & Safety File** constitutes a record of the health and safety information for the project's client or end-user and the responsibility for its preparation and upkeep rests with the **CDM Co-ordinator**; ideally the process should be an on-going one, not left until the construction is completed.

It is desirable for the **CDM Co-ordinator** to discuss the Health & Safety file with the **Client** early on in the project and the contents of the file will vary according to the complexity of the project but typically will include;

- a) record or as-built drawings and plans;

- b) general details of the construction methods and materials;
- c) details of the structures equipment and maintenance facilities;
- d) operating and maintenance manuals supplied by contractors and equipment manufacturers;
- e) procedures for cleaning;
- f) information relating to the location and type of emergency systems and fire fighting equipment; etc.

Further information can be obtained from the **Health & Safety Executive (HSE)** website www.hse.gov.uk/construction/index.htm and from their publications – e.g. the *Construction Information* series.

2. Once built :

While the responsibility for the enforcement of **CDM** rests with **HSE** throughout the construction phase, the **HSE** will also be the health & safety enforcing authority upon handover. You therefore need to be aware of the requirements of **CDM** and especially how the design will affect the end-user(s) of the development, to enable them to fulfil their duties under the **Workplace (Health, Safety and Welfare) Regulations 1992**

The matters that might need to be considered include:-

- a) measures for window cleaning and other suspended access operations;
- b) the design and layout of plant rooms for safe access and egress;
- c) the safety of lift servicing and maintenance and emergency provisions;
- d) the level of sanitary conveniences and washing and other workplace facilities;
- e) solar gain and ventilation requirements for different areas of the development;
- f) *Legionellosis* control and the installation of cooling towers;
- g) gas flooding fire protection systems;
- h) non-ionising radiation - e.g. cellular telephone system aerials and masts.
- i) Installing suitable floor surfaces with regard to minimising accidents and slips, trips and falls
- j) Workplace transport issues such as the segregation of traffic routes, including car parks from pedestrian areas and safe access to and from the site for delivery vehicles

Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)

The proposed passenger/goods lift must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation IS NOT ADEQUATE. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance.

Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

Sound Insulation.

The sound insulation between flats in this development must meet or exceed the standards set out in approved Document E of the Building Regulations. Reference should be had to the Council's Building Control Department or an approved building inspector.

FIRE

The plans submitted give no detail as to protection of the means of escape in the event of fire or provision of automatic fire detection. This must meet minimum standards required by current Building Regulations.

Housing Ventilation

The mechanical ventilation to the bathrooms should comply with Part F of the Building Regulations 2010.

Where the kitchen areas form part of a living room they should be provided with mechanical extract ventilation (or other approved alternative to a window opening) to prevent transmission of water vapour and odours to the living areas.

Air pollution and noise from demolition or construction sites.

Smoke.

Bonfires should not be used on any construction or demolition sites. Burning materials causes smoke that will contain carbon monoxide, particles and a range of noxious compounds. A bonfire will add to the background level of air pollution, which can cause adverse health affects to persons on site and beyond the site boundary. The smoke, smell and smuts from bonfires can also cause annoyance to neighbours and bonfires may get out of control and become dangerous.

The Clean Air Act 1993 makes it an offence to burn any material that results in the emission of dark smoke on industrial or trade premises (including demolition sites), with a maximum fine of £20,000. The Environmental Protection Act 1990 gives Local Authorities and the Environment Agency the power to control smoke arising from burning waste on site. In cases where complaints have been received, or the Council has reason to believe that burning is to take place and nuisance is likely to occur, an Abatement Notice may be served prohibiting nuisance and specifying steps to be taken to minimise further problems. If the requirements of the notice are not satisfied the local authority can enforce by taking legal proceedings.

Dust.

Dust from demolition and construction work can also damage health and impact upon quality of life by leaving deposits on cars, windows and property. These impacts can be reduced through using measures such as:

- Using water sprays or sprinklers to suppress dust during dust generating activities such as filling skips, breakout of concrete and managing stock piles
- Washing the wheels of vehicles leaving the site if they are carrying mud or debris.
- Erecting solid barriers to the site boundary.
- Ensuring that lorries leaving the site carrying debris or waste are properly covered.
- Cleaning the road and footpath near the site entrance as required.

Where disk cutters are to be used they should have a dust bag, have water suppression or the working area should be wet prior to use of the machinery.

Where demolition or construction is due to occur over greater than one week the contractor should provide the local authority with a dust management protocol. This should detail the identification of dust generating activities, their location, duration and the means by which the dust shall be suppressed.

Under the Environmental Protection Act 1990 dust from a demolition or construction sites may, like smoke, be a statutory nuisance. As above the local authority may serve an abatement notice on the person responsible and take legal proceedings if the notice is not complied with.

Detailed guidance on dust issues relating to construction sites can be found in the Building Research Establishment documents 'Control of dust from construction and demolition activities' and 'Improving air quality in urban environments: Guidance for the construction industry'.

In addition, the GLA Best Practice Guide for dust, currently in draft format, is seen as the most comprehensive dust management protocol. Contractors should be aware of its details regarding the efficient management of dust and particulate on site.

http://www.london.gov.uk/mayor/environment/air_quality/construction-dust.jsp

Noise.

The redevelopment of a site involving demolition and construction activities will inevitably cause some noise that affects neighbouring residential or commercial properties. You can reduce or avoid annoyance for neighbours by informing the neighbours before demolition or construction work starts

telling them about the work and what to expect. Give the neighbours a contact name and telephone number and keep them informed. If a neighbour does make a complaint try to resolve the matter straight away.

Complaints are often made in relation to noise at unsociable hours of the day. We recommend working hours of 8 AM – 6 PM Monday to Friday and 8 AM – 1 PM on Saturdays. No noisy works should be carried out on Sundays and Bank/Public Holidays.

The Control of Pollution Act 1974 gives the council the power to serve a Notice upon contractors or developers which sets out how works should be carried out in order to minimise noise arising from demolition or construction activities. This may involve restricting the hours of noisy operations audible beyond the site boundary, the provision of noise barriers and precluding the use of certain plant.

Developers and contractors have the option of applying to the Council for approval of their works prior to commencement.

Detailed guidance on noise issues relating to construction sites can be found in BS 5228 *Noise control on construction and open sites*. In particular, Part 1, "Code of Practice for basic information and procedures for noise control" will be useful because as well as giving general advice, it describes a method for predicting noise from construction sites.

General.

Developers should be aware that there are likely to be other Acts or legislation that are not covered in this document and that acts and regulations identified within the document may have been superseded.

Please note that if you are carrying out demolition works you may need to notify the council as required by the Building Act 1984. This enables the council to protect public safety and ensure that adjoining premises and the site are made good on completion of the demolition.

For further information contact London Borough of Newham Council Building Control Service on 020 8430 2000 or Email: reception.bco@newham.gov.uk

For specific queries about air pollution or noise from construction or demolition sites please contact Pollution Control, Housing & Public Protection, Third Floor, West Wing, Newham Dockside, Dockside Road, London E16 2QU.

Tel 020 3373 0643 - email: pollution.inquiry@Newham.gov.uk.

Air Quality Management Area

The proposed development lies adjacent to Newham's Air Quality Management Area that was declared in March 2002. When deciding upon ventilation to the building you should consider how to reduce exposure to road traffic pollution. For details of the area, the review and assessment of air quality in Newham and the Action Plan that sets out how the Council will act to tackle air pollution the applicant should contact Public Protection (Pollution Control Unit) at Pollution Control Unit, Housing & Public Protection, Third Floor, West Wing, Newham Dockside, Dockside Road, London E16 2QU Tel 020 3373 0643.

All commercial road vehicles used in connection with the construction of the development shall meet the European Emission Standards of Euro 4 from the date of this permission. In the event that any new standards are introduced after the date of this permission these standards shall be applied to all road vehicles serving the construction project within a period of one year after the date of introduction of the relevant EU Directive.

All non-road mobile vehicles with compression ignition engines used in connection with the construction of the development hereby approved shall comply with the emission standards contained in EC Directive 97/68/EC. Vehicles shall meet stage III limits from the start of the development and meet any new Standard within one year of its introduction. No vehicle or plant to which the above emission standards apply shall be on the site of the development hereby approved, whether in use or not, unless it complies with those standards.

Any diesel powered machines used on or otherwise serving the site of the development shall be operated on ultra low sulphur diesel fuel meeting the specification of BSEN590 (also known as ULSD 'cleaner diesel' or 'green diesel' fuel).

London City Airport

In the event that during construction cranes or scaffolding is required at a higher elevation than that of the planned development then their use must be subject to separate consultation with London City Airport. Crane operators should be made aware of the British Standard Code of Practice for the Safe Use of Cranes BS71212: Part 1989 (as amended).

Thames Water

1. The Applicant should incorporate within their proposal, protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions.
2. With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of Ground Water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.
3. There are public sewers crossing or close to the development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted in some cases for extensions to existing buildings. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the options available at this site.
4. Piling has the potential to impact on local underground water and sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.
5. Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 8507 4890 or by emailing wwqriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.
6. Thames Water would recommend that petrol / oil interceptors be fitted in all car parking/washing/repair facilities. Failure to enforce the effective use of petrol / oil interceptors could result in oil-polluted discharges entering local watercourses.
7. A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes - toilets, showers, washbasins, baths and canteens). Typical Trade Effluent processes include: - Laundrette/Laundry, PCB manufacture, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre-treatment, separate metering, sampling access etc, may be required before the Company can give its consent. Applications should be made to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London. SE2 9AQ. Telephone: 020 8507 4321.
8. TWUL would like to highlight the sensitive nature of the underlying Chalk aquifer. In this location there is limited natural protection in the form of approximately 25m of low permeability sands, silts and

clays overlying Thanet sands, overlying the chalk. If works are likely to penetrate more than 15mbgl please consult Thames Waters' Groundwater Resources Team on 0118 964 2788.

9. Peak overall discharge to combined sewer should be no greater than historical by means of surface water retention or connection of surface water direct to water course by private agreement.

10. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development

Summary of Policies and Reasons:

In accordance with Article 31 of the Town and Country Planning (Development Management Procedure) (England) Order 2010, the following is a summary of the reasons for the grant of planning permission, together with a summary of the policies in the development plan which are relevant to the decision to grant permission.

Each of the reasons set out below, reflects the topics and issues identified in the committee report and the decision has been based on the committee report, the application drawings and illustrative images of the development and the reports and accompanying assessments submitted by the applicant.

The Development Plan for the area comprises of the London Plan, adopted July 2011; the London Borough of Newham Local Development Framework Core Strategy Development Plan Document, approved by the Council to be adopted on 26 January 2012; and extant policies of the London Borough of Newham Unitary Development Plan (saved policies 2007).

1. Regeneration

The site is located within an area of Newham that falls within the 'Arc of Opportunity' identified the Newham Core Strategy DPD. Within the identified area major development proposals will secure change and contribute to the integration of the Arc with existing neighbourhoods in the borough and beyond. The principles embodied in this objective reflect the aims and objectives of the London Plan which sets out the Mayor's commitment to use the Olympic and Paralympic Games to deliver economic, social and environmental change within east London to close the deprivation gap between the host boroughs and the rest of London. The re-development of the application site will contribute toward the regeneration of the area and the emergence of a new neighbourhood at Sugar House Lane/Pudding Mill/Three Mills. The principle of providing a high density mixed use residential-led development is consistent with the development plan and the proposals are in accordance with the following policies;

London Plan July 2011

2.4: The 2012 Games and Their Legacy:

The Mayor will work with partners to develop and implement a viable and sustainable legacy for the Olympic and Paralympic Games to deliver fundamental economic, social and environmental change within east London, and to close the deprivation gap between the Olympic host boroughs, and the rest of London. This will be London's single most important regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially for young people), driven by community engagement. All strategic planning applications will be expected to demonstrate how they will help to achieve Convergence outcomes.

2.13: Opportunity Areas

The site is within the Lower Lee Valley Opportunity Area. Within such an area development should support the wider regeneration objectives; contribute towards meeting housing and employment targets, make the best use of transport infrastructure and promote inclusive access, including walking and cycling.

2.14: Areas for Regeneration

Within the areas for regeneration shown on Map 2.5 the Mayor will work with strategic and local partners to co-ordinate their sustained renewal by prioritising them for neighbourhood-based action and investment.

Newham Local Development Framework Core Strategy Development Plan Document January 2012

S1 – Spatial Strategy

The objective of this overarching spatial strategy is to focus major development proposals in the 'Arc of Opportunity' to secure transformational change for the borough and its residents and to integrate the Arc with the existing neighbourhoods elsewhere in the borough and beyond. The priority is to build communities that work and to ensure that growth contributes to achieving convergence. It is proposed to provide 37,500 homes between 2012 and 2027, but this must not be at the expense of creating new jobs for residents and the creation of mixed and balanced communities.

The policy will support proposals which address the following criteria (inter alia);

1. Creation of new and rejuvenated communities across the borough, through investment and improved access to jobs, business opportunities, homes and services;
2. Achieve a lasting Olympic Legacy;
3. Achieve a major shift from traditional industrial activity towards higher value employment uses in emerging growth sectors;
4. Promote genuinely mixed use areas where employment uses sit comfortably with housing and supporting services;
5. Prioritise quality new family housing over smaller residential units;
6. Provide new or enhanced social and green infrastructure where these are required to support new housing and address existing deficits;
7. Promote new or enhanced open space and walking and cycling routes, including along the Lower Lea Valley and other Blue Ribbon corridors;
8. Improve connectivity both within the borough and to areas beyond it through strategic and local transport investment including new river crossings;
9. Support the development of a decentralised energy network.

S2 – Stratford and West Ham

The area will play a central role in the delivery of the Olympic Legacy by developing Stratford as a thriving Metropolitan Centre that acts as hub for new and rejuvenated communities, employment and education; makes strong connections between the existing town centre and surrounding areas and becomes a vibrant piece of new city supported by heritage assets, waterways and green space that will serve an international and regional community whilst retaining the distinct heritage and character of this part of London's East End.

The policy sets out that new and rejuvenated communities providing approximately 19,700 new additional homes will be developed in this area. Proposals which address and, where appropriate, accord with the following will be supported;

1. Contribute to the creation of a Metropolitan Centre at Stratford, including a wide spectrum of uses that are linked to new and rejuvenated neighbourhoods within and beyond the borough;
2. Improve connectivity to overcome barriers to movement caused by railways, roads, waterways and key development sites to increase integration with surrounding areas and between new and existing communities;
3. Sensitively integrate heritage assets within new areas of development to enhance the built environment;
4. Ensure all new development is closely integrated with its surroundings to create successful high quality and well connected areas, including the limitation of new buildings to identified suitable locations;
5. Ensure all new development is supported by the timely provision of infrastructure;
6. Improve the provision, quality and access to open space, including the Greenway and waterways;

The Pudding Mill Lane, Sugar House Lane and Three Mills sites are considered together to have the critical mass needed to create a successful new neighbourhood for homes and businesses. It is stressed that it will be important to link Pudding Mill and Sugar House Lane via a link over the High Street.

S09 – Pudding Mill Lane

The site will be de-designated from a Strategic Industrial Location in order to recognise its regeneration potential and ensure a good relationship with surrounding new and rejuvenated areas. The site is to be developed for mixed use comprising employment uses, residential and community uses with a new local centre focussed around Pudding Mill Lane DLR station and improved links north-south through the site to Stratford High Street. The indicative residential typology is given as medium density with a high proportion of family housing.

2. Land Uses

i. Employment

The redevelopment of the site will make provision for commercial floorspace that will offer employment opportunities at a level that is comparable with the existing use of the site. In the short term temporary use of the premises as affordable creative space would utilise the ground floor resulting in an active and animated site frontage that will enhance the appearance of the development and this part of Stratford High Street. The creation of employment floorspace would be in accordance with the following policies;

London Plan July 2011

4.1: Developing London's Economy

Broad-based growth of London's economy is encouraged by seeking to ensure that there are sufficient workspaces, environments, skilled workforces and infrastructures available to enable enterprises of all kinds to develop and innovate.

4.12: Improving opportunities for all

Strategic development proposals should support local employment, skills development and training opportunities.

Newham Local Development Framework Core Strategy Development Plan Document January 2012

J3 – Skills and Access to Employment

The objective of the policy is to improve educational attainment, skills and raise aspirations to contribute towards eliminating the deprivation gap between the Olympic host boroughs and the London average by 2030. All major developments will be required to ensure that the borough's residents can access work and share in the increasing wealth associated with the expanding local and London-wide economy.

ii. Housing

The residential development will contribute toward meeting the housing needs of the borough and London as a whole. A range of size and tenure types is provided and will provide housing choice resulting in a mixed and balanced community on the site. The density of the development is appropriate for the location of the site and its proximity to public transport links. The level of affordable housing to be provided is sufficient in view of the viability assessment of the proposed development and measures will be taken to secure any additional benefits if financial conditions allow when the development is delivered. The proposal is considered to be in accordance with the following policies;

London Plan July 2011

3.3: Increasing Housing Supply

There is a pressing need for more homes in London in order to promote opportunity and provide a real choice for all Londoners in ways that meet their needs at a price they can afford.

3.4 Optimising Housing Potential

Housing development for different types of location should be optimised. The accompanying table sets out broad ranges of density for residential development based on accessibility to public transport to optimise

3.8 Housing Choice

New development should offer a range of housing choices, in terms of mix of sizes and types; all new housing should be built to 'Lifetime Homes Standard' and 10% should be designed as wheelchair accessible.

3.9 : Mixed and Balanced Communities

Communities mixed and balanced by tenure and household income should be promoted across London through incremental small scale as well as larger scale developments. A more balanced mix of tenures should be sought in all parts of London.

3.10 : Definition of Affordable Housing

Affordable housing includes social rented and intermediate housing provided to specific eligible households whose needs are not met by the market.

3.11: Affordable Housing Targets

The Mayor will, and boroughs and other relevant agencies and partners should, seek to maximise affordable housing provision and ensure an average of at least 13,200 more affordable homes per year in London over the term of the Plan. 60% of affordable housing should be for social rent and 40% for intermediate rent or sale. Priority should be afforded to the provision of affordable family housing.

3.12: Negotiating affordable Housing on Private Residential and Mixed Use Schemes

The maximum reasonable amount of affordable housing should be sought when negotiating on individual private residential and mixed use schemes, having regard to current and future requirements for affordable housing at local and regional levels; adopted affordable housing targets; the need to encourage rather than restrain residential development; the need to promote mixed and balanced communities; the size and type of affordable housing needed in particular locations; and the specific circumstances of individual sites. Negotiations on sites should take account of their individual circumstances including development viability and the availability of public subsidy.

3.13: Affordable Housing Thresholds

Affordable housing should normally be sought on a site which has capacity to provide 10 or more homes.

Newham Local Development Framework Core Strategy Development Plan Document January 2012

H1 – Building Sustainable Mixed Communities

The policy aims to build sustainable communities in quality neighbourhoods with the right mix and balance of housing types, sizes and tenure where residents feel safe and choose to live, work and stay. New development should fit in with the existing urban character and scale. Development proposals should be of high quality design; contribute to an increase in the number of quality homes; seek to provide 39% of all homes with 3 bedrooms or more; ensure that all new homes meet Lifetime Homes standard and 10% be wheelchair accessible or easily adaptable; meet the internal space standards of the London Plan as a minimum; and be of a density that reflects local context and character, be appropriate in relation to the availability of open space (including public green space, private gardens and play space), transport, retail, community and other supporting facilities.

H2 - Affordable Housing

The Council will ensure that communities are places where residents can afford to live and are adaptable to their changing economic circumstances. The policy aims to ensure that 50% of all new homes built over the plan period will be affordable. New development on sites with capacity for 10 or more units should provide between 35-50% of the proposed units as affordable housing, comprising 60% social housing. In considering planning applications the Council will have regard to the following when determining appropriate mix and tenure;

1. Scheme viability
2. The availability of subsidy
3. The existing mix of housing in the area
4. The individual circumstances of the site in terms of site conditions, local context and features.

5. The availability of required infrastructure and community facilities for residents. The primary concern will be the need to secure quality mixed and balanced communities. Off-site provision will only be considered in very exceptional circumstances.

3. Design

The massing and form of the proposed development are considered to be an appropriate and suitable response to the context of the site. The overall massing, scale and height of the buildings and overall principle of the scheme's architectural treatment and material selection have been well handled. The architectural expression and form of the buildings is a suitable response to context and challenges of the site which will provide a high quality architectural insertion into the streetscape and provide a marked improvement on the current situation. The location of the proposed tower would contribute toward the legibility of the regenerated area. The proposed development would be viewed as an additional tall building within the context of other existing and proposed tall buildings, together creating a cluster that will signify the regeneration of this new neighbourhood. The proposal is considered to be in accordance with;

London Plan July 2011

7.1 Building London's Communities and Neighbourhoods

Development should enable people to live healthy, active lives. The design of new buildings and spaces they create should help reinforce or enhance the character, legibility permeability and accessibility of the neighbourhood.

7.4 Local Character

Development should have regard to the form, function and structure of an area, place or street and the scale, mass and orientation of surrounding buildings.

7.6: Architecture

Architecture should make a positive contribution to a coherent public realm, streetscape and wider cityscape. It should incorporate the highest quality materials and design appropriate to its context.

7.7 Location and Design of Tall Buildings

Tall buildings should be located where they make a significant contribution to local regeneration. They should be of the highest architectural quality and should not have a negative impact on the amenity of surrounding uses.

Newham Local Development Framework Core Strategy Development Plan Document January 2012

SP3 – Quality Urban Design within Places

Seeks to secure a high quality of urban design in new buildings and spaces created, contributing to safe, sociable and inclusive mixed and balanced communities and places that people feel proud of. Development will be expected to realise a high quality of urban design in the new buildings and spaces that are created, helping to engender safe, sociable and inclusive mixed and balanced communities and places that people feel proud of.

Proposals that address the following criteria will be supported;

1 Contribute towards the creation and continued support for mixed use areas with an integrated range of high quality accommodation for living, community facilities and workplaces, ensuring easy and inclusive access to these and associated walking, cycling and public transport links.

2 Avoid problems related to 'bad neighbour' uses, vacant premises and inactive frontage, flood risk and cumulative impact.

3 Minimise environmental impact, incorporate sustainability features into buildings, spaces and neighbourhoods at an early stage of the design process.

4 Seek to reinforce local character and secure integration and coherence with the local context.

5 Make the public realm attractive as a social meeting place to be enjoyed by the whole community, creating a sense of safety and security and help to prevent crime and anti-social behaviour.

6 Provide legible, connected networks of streets, spaces and parks conducive to travel on foot or by bike.

SP4 – Tall Buildings

The policy seeks to control the location and form of new tall buildings in the borough on a strategic basis to ensure they contribute to best effect in signifying regeneration and creating successful places.

Locations on strategic sites with good public transport access within the Arc of Opportunity will be regarded as suitable locations for tall buildings where they will contribute to legibility, place-making and sustainable community objectives, whilst ensuring sufficient space between clusters. It is expected that tall buildings will meet exemplary design and management standards paying particular attention to local context, the strength and weaknesses of tall buildings and the importance of integration with and positive contribution to their surroundings.

SP7 – Quality Movement Corridors and Linear Gateways

The objective of this policy is to reinforce the positive role performed by the borough's principal street networks, key movement corridors and linear gateways to and within the borough through interventions in the public realm and good urban and architectural design. Stratford High Street is defined as one of the Key Movement Corridors and Linear Gateways.

Development proposals should address the desirability of reclaiming the streets for people by introducing active frontage to their edges that stimulates social activity and interaction along them. There is a need to enclose the street and to reduce the noise and air pollution impacts of passing traffic.

4. Amenity

All dwellings will be built to Lifetime Homes Standard; will achieve adequate levels of sunlight and daylight; be protected against the effects of noise and pollution and will benefit from private amenity space in accordance with the London Housing Design Guide.

Communal open space is provided on-site incorporating children's play spaces. Contributions will be made to upgrade public open space elsewhere. The development will have a beneficial effect on the river environment and the level of amenity that it provides to the area. Additional contributions will enhance further enhance the towpath and the development will bring benefits to the Blue Ribbon Network.

The development is considered to be in accordance with the following policies;

London Plan July 2011

3.6: Children and Young Peoples Play and Informal Recreation Facilities

Development proposals that include housing should make provision for play and informal recreation based on the expected child population generated by the scheme and an assessment of future needs.

3.8 Housing Choice

New development should offer a range of housing choices, in terms of mix of sizes and types; all new housing should be built to 'Lifetime Homes Standard' and 10% should be designed as wheelchair accessible.

5.10 Urban Greening

Development proposals should integrate green infrastructure from the beginning of the design process, including tree planting, green roofs and walls and soft landscaping.

7.14 Improving Air Quality

Development proposals should minimise increased exposure to existing poor air quality and make provision to address local problems of air quality (particularly within Air Quality Management Areas).

7.15 Reducing Noise and Enhancing Soundscapes

Development proposals should seek to reduce noise by minimising the existing and potential adverse impacts of noise on, from, within, or in the vicinity of development proposals.

7.19 Biodiversity and Access to Nature

Development proposals should, wherever possible, make a positive contribution to the protection, enhancement, creation and management of biodiversity.

7.27 Blue Ribbon Network: Supporting Infrastructure and Recreational Use

Development proposals should enhance the use of the Blue Ribbon Network and in particular proposals should protect and improve existing access points to or alongside the Blue Ribbon Network, including paths. New access infrastructure into and alongside the Blue Ribbon Network should be sought.

7.28 Restoration of the Blue Ribbon Network

Development proposals should restore and enhance the Blue Ribbon Network by (inter alia) increasing habitat value

Newham Local Development Framework Core Strategy Development Plan Document January 2012

SP2 – Healthy Neighbourhoods

The objective of this policy is to promote healthy lifestyles, reduce health inequalities and create healthier neighbourhoods. Development should (inter alia) improve air quality; improve employment levels whilst attending to the environmental impacts of economic development including community/public safety, noise, vibrations, odour and the legacy of contaminated land; improve housing quality and reduce crime and improve inclusion through better urban design; facilitate and promote walking and cycling; provide or improve inclusive open space and sports facilities; provide new or improved health facilities.

SC4 – Biodiversity

This policy seeks to protect, enhance and create habitats for biodiversity across the borough. Biodiversity will be protected and enhanced and development will contribute to a net gain in the quantity and quality of the borough's natural environment.

Sites of Importance to Nature Conservation will be protected and development should contribute to their qualitative enhancement, including improvements to access. Development should incorporate living roofs, landscaping and tree planting. Opportunities for bio-diversity in the Blue Ribbon network and waterside environments should be enhanced.

INF6 – Green Infrastructure

The policy aims to address existing open space deficiencies and improve the quality and accessibility of existing open spaces, improve connections, and ensure new development includes adequate open space for new residents. New residential development including family homes should include (or contribute to the provision of) new children's play space within 150m.

INF7 – Blue Ribbon Network

The Blue Ribbon Network will be protected and enhanced to contribute to the regeneration of the borough. Development located adjacent to the Blue Ribbon Network should be set back from the waterway to integrate with and enhance the waterside environment and provide access and improved amenity to the waterfront to facilitate safe and active use of the waterscape.

5. Sustainability

The residential development is designed to be constructed so as to achieve Code for Sustainable Homes Level 4 and the commercial development would achieve a BREEAM rating of 'Excellent' (70% - 85%). Carbon emissions will be reduced by 38.8% by a range of measures including the provision of photovoltaic cells within the development. The applicants have given an undertaking that the development is designed to permit connection to a district heating network in the future

It is therefore considered that the proposal accords with relevant policies set as follows: -

London Plan July 2011

5.2 Minimising Carbon Dioxide Emissions

Development proposal should make the fullest contribution to minimising carbon dioxide emissions in accordance with the hierarchy of Be Lean; Be Clean; Be Mean.

5.3: Sustainable Design and Construction

Development proposals should demonstrate that sustainable design standards are integral to the proposal, including its construction and operation, and ensure that they are considered at the beginning of the design process.

5.6 Decentralised Energy in Development Proposals

Major development proposals should select energy systems in accordance with the hierarchy of Connection to existing heating or cooling networks; Site wide CHP; Communal heating and cooling.

5.7 Renewable Energy

Major development proposals should provide a reduction in expected carbon dioxide emissions through the use of on-site renewable energy generation where feasible.

Newham Local Development Framework Core Strategy Development Plan Document January 2012

SC2 – Energy

Carbon emissions from new and existing development should be reduced. Measures will include;

1. All new residential development built in line with the London Plan and Building Regulations should reach zero carbon by 2016 (or any subsequently adopted national standard on energy and low carbon design).
2. Connections to, or provision for connection to, decentralised heat networks should be sought.
3. On-site renewable energy generation.

INF4 – Local Heat and Power Networks

Growth in local heat and power networks is proposed to reduce carbon emissions and increase the borough's energy resilience. Applications for major developments in the vicinity of an existing or a planned district heating network should provide for connection to that network, either at the same time as the development is undertaken or, if not then feasible, the development should ensure that a future connection can be made.

6. Transport and Servicing

The site is located on a primary road, which is a bus route, with access to the Docklands Light Railway nearby. Traffic impacts from the development will be negligible and a Travel Plan will be adopted for the residential element of the development. Servicing will be provided from a loading bay on the side road. Land will be safeguarded for a future road link between Sugar House Lane and Pudding Mill which will improve north-south connectivity in the area. The proposals will be in accordance with the following policies;

London Plan July 2011

6.3 Assessing the Effects of Development on Transport Capacity

Development proposals should ensure that impacts on transport capacity and the transport network are fully assessed.

6.9 Cycling

Development should provide secure, integrated and accessible cycle parking facilities in line with minimum standards.

6.13 Parking

Development must make provision for disabled people, meet minimum cycle parking standards and provide for the needs of businesses for delivery and servicing.

Newham Local Development Framework Core Strategy Development Plan Document January 2012

SP3 – Quality Urban Design within Places

Seeks to secure a high quality of urban design in new buildings and spaces created, contributing to safe, sociable and inclusive mixed and balanced communities and places that people feel proud of. Development will be expected to realise a high quality of urban design in the new buildings and spaces that are created, helping to engender safe, sociable and inclusive mixed and balanced communities and places that people feel proud of.

Proposals that address the following criteria will be supported;

1. Contribute towards the creation and continued support for mixed use areas with an integrated range of high quality accommodation for living, community facilities and workplaces, ensuring easy and inclusive access to these and associated walking, cycling and public transport links.
2. Avoid problems related to 'bad neighbour' uses, vacant premises and inactive frontage, flood risk and cumulative impact.
3. Minimise environmental impact, incorporate sustainability features into buildings, spaces and neighbourhoods at an early stage of the design process.
4. Seek to reinforce local character and secure integration and coherence with the local context.
5. Make the public realm attractive as a social meeting place to be enjoyed by the whole community, creating a sense of safety and security and help to prevent crime and anti-social behaviour.
6. Provide legible, connected networks of streets, spaces and parks conducive to travel on foot or by bike.

INF 2 – Sustainable Transport

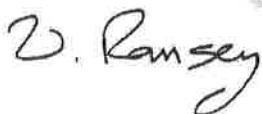
A more sustainable pattern of movement in the borough is sought through maximising the efficiency and accessibility of the borough's transport network on foot, cycle and public transport to reduce congestion, enable development, improve health, fitness and well being of residents and make necessary car journeys easier.

Development should include appropriate cycle and car-parking to the standards set out in the London Plan. Transport Assessments and Travel Plans will be required to show the likely impacts of trip generation and to include acceptable, robust monitored proposals to counter or minimise the potential impacts identified, including 'smarter travel' strategies and plans; and measures to facilitate and encourage more widespread walking, cycling and public transport use.

INF3 – Waste and Recycling

Development proposals must demonstrate arrangements for on-site waste management, including the location and appropriate size of storage facilities and vehicular access.

Dated this:



Vivienne Ramsey
Director of Planning Decisions
Olympic Delivery Authority

Olympic Delivery Authority

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, (a copy of which must be sent to Newham Council) 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.planningportal.gov.uk/pes. 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 Office of the Deputy Prime Minister 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.

DRAFT

Appendix 3

DRAFT LOCAL LABOUR COMMITMENT SCHEME

Local Labour, Contractors and Goods and Services

Outline of expectations regarding Local Labour Commitment Scheme

1. INTRODUCTION

- 1.1 The Local Labour Commitment Scheme will require or contain commitments in the following areas:

Employment of Newham Residents

- 1.1.1 Commitment to maximising employment of Newham residents on site by setting targets. Guideline targets are as follows:
- (a) 25% of construction-phase employees on site to be Newham residents.
 - (b) 30% – 80% of end-user phase to be Newham residents. Targets change according to sector e.g. 80% is expectation for retail and 30% is expectation for more specialist roles.
- 1.1.2 Commitment to working with Workplace (Newham's job brokerage) to achieve the above targets (see definition of Workplace at end of document). This can be achieved as follows:
- (a) Providing Workplace with advance notice of quantum and range of job opportunities as soon as the information is available. This is to be followed by discussions between both parties about which jobs could be filled by Workplace (e.g. labouring, plant operation, general working at heights, security) and which ones are specialist and can be recruited elsewhere.
 - (b) Following the above discussion, placing all appropriate job vacancies with Workplace.
 - (c) Working with Workplace to develop appropriate training to prepare residents for job opportunities. Note: Workplace can provide some funding for pre-recruitment training where there is an (almost) guaranteed on completion. Each request for funding is considered on a case by case basis e.g. we have funded 2 week pre-recruitment scaffolding training in advance of residents being taken on as employed scaffolding trainees.
 - (d) Providing a named officer to liaise with Workplace staff.
 - (e) Commitment to allowing Workplace staff a regular site presence and a regular meeting slot at site meetings so they can promote their service to all site contractors.

Supply Chain Opportunities for Newham businesses

- 1.1.3 Commitment to working with LBN's Business Development Team to maximise supply chain opportunities for businesses in Newham and the

surrounding area (see definition of LBN's Business Development Team at end of this document). This can be achieved as follows:

- (a) Providing LBN's Business Development Team with advance notice of quantum and range of supply chain opportunities to enable Officers to alert local businesses to the forthcoming opportunities.
- (b) Providing a named officer to liaise with LBN's Business Development Team (ideally a Procurement Officer).
- (c) Organising "meet the buyer" events in partnership with LBN's Business Development Team.

Monitoring

NOTE: All monitoring evidence is to be collected from Newham residents who are asked to supply information on a voluntary basis.

1.1.4 Commitment to monitoring progress in relation to the above and providing LBN with quarterly monitoring information as detailed below. LBN will provide a named monitoring officer and standard templates.

1.1.5 Monitoring Employment of Newham residents to be provided as follows:

- (a) Overall number of people employed on site
- (b) Number and percentage of Newham residents
- (c) Newham residents' data supplied as follows (residents to supply information on a voluntary basis):
 - (i) percentage previously unemployed (less than 6 months; 6 – 12 months; 1 year plus);
 - (ii) length of residency in Newham: less than 6 months; 6 -12 months; 1 – 5 years; 5 years+)
 - (iii) Ethnicity
 - (iv) Gender
 - (v) Disability
 - (vi) Sexual Orientation

1.1.6 Monitoring Supply Chain opportunities as follows:

- (a) Number of contractors being used on site and details of those based in Newham and neighbouring Boroughs of Barking & Dagenham, Hackney, Tower Hamlets, Waltham Forest and Greenwich
- (b) Details requested: Name and postcode of contractor/supplier; Details and value of contract

NOTE: All monitoring evidence is to be collected from Newham residents who are asked to supply information on a voluntary basis.

Definitions

"Workplace" is Newham's partnership one-stop shop for jobs and enterprise, bringing together Jobcentre Plus (JCP), the Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers. This includes support for local unemployed and under-employed people, access to training provision and business support services as well as supporting local firms' recruitment needs. All employers are offered a free recruitment service.

"LBN's Business Development Team" exists to maximise economic benefit arising from major contracts and new developments in the Borough. They work in close partnership with local businesses to support their development and alert them to the potential supply chain opportunities arising as a result of the regeneration of the Borough.

Appendix 4

ROAD AND BRIDGE LINK LANDSCAPING PLAN



KEY	
	Street Planting
	Paving Materials
	Play Area
	Green Wall
	Security Fence
	Access Stairs
	Amenity Lawn
	Defensive Planting
	Pocket Park
	Natural Lighting

[Handwritten signature]

68-70 HIGH STREET STRATFORD – LANDSCAPE FINISHES PLAN

STANDERWICK
Landscape Architecture

Client: LANCASTER PLC
300 17th
68-70 HIGH STREET STRATFORD

Drawing Title: LANDSCAPE FINISHES PLAN

Scale: 1:200@A1 Date: Sep 2011 Drawn by: DR

Proj No: SLD/UD41 - LF1

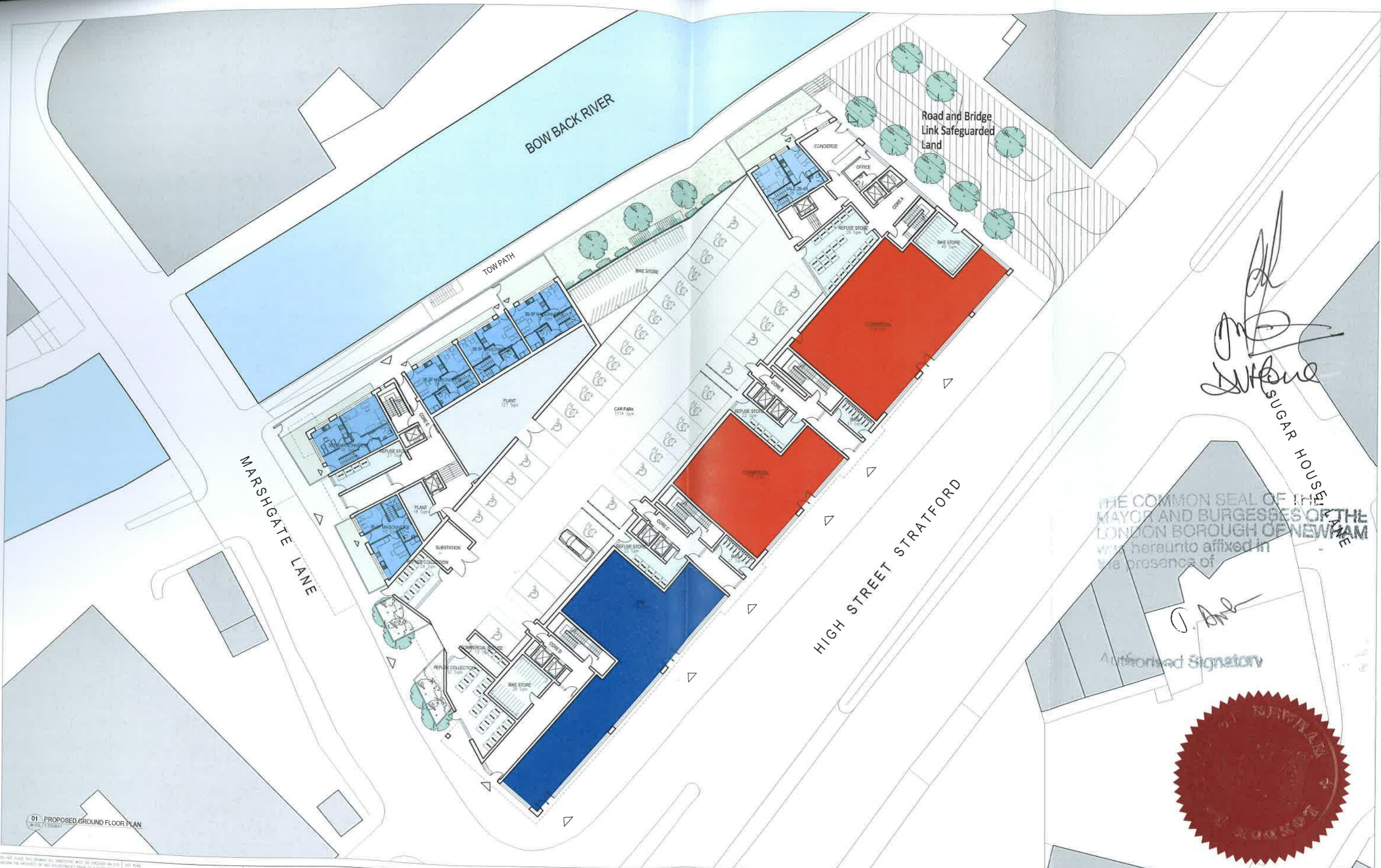


THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM was hereunto affixed in the presence of

[Handwritten signature]

Appendix 5

ROAD AND BRIDGE LINK SAFEGUARDED LAND



01 PROPOSED GROUND FLOOR PLAN

DO NOT SCALE THIS DRAWING. ALL DIMENSIONS MUST BE CHECKED ON SITE BEFORE THE WORKS OF ANY CONTRACTOR BEGIN TO PROCEED.



THE COMMON SEAL OF THE
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF NEWHAM
was hereunto affixed in
the presence of

J. And
Authorised Signatory



REV	DATE	DESCRIPTION	BY	CHK
01	15/12/11	ISSUED FOR PLANNING	AW	AW
02	15/12/11	ISSUED FOR PLANNING	AW	AW
03	23/02/12	REVISION: REVISIONS FOR 'Safeguarded Land'	AW	AW

PROPOSED GROUND FLOOR PLAN

SCALE: 1:200
PLANNING
2339-JW-010

jestico + whites
1 Coleridge Street, London, NW1 2HP
t +44 (0) 20 7300 6289 f +44 (0) 20 6623 6732 w www.jesticoandwhites.com
architecture - interior design - london - prague
ESTABLISHED 2004
LANCASTER PLC
Project: 68-70 HIGH STREET
REV: P03
STRATFORD

Appendix 6

BNP PARIBAS LETTER



BNP PARIBAS REAL ESTATE

Mr Fred Nugent
London Borough of Newham
Housing Partnerships & Development
Housing & Public Protection
Newham Dockside
1000 Dockside Road
London
E16 2QU

Sacha Winfield-Ferreira
Surveyor
BNP Paribas Real Estate
5 Aldermanbury Square
London EC2V 7BP

Tel: 020 7338 4417
Switchboard: 020 7338 4000
Fax: 020 7404 2628
Email: sacha.winfield-ferreira@bnpparibas.com

Your ref: VMP/SDF/111699/003L
Our ref: 11/90619/FUMODA

8 February 2012

Dear Fred

PROPOSED REDEVELOPMENT AT 68-70 HIGH STREET STRATFORD, LONDON, E15 2NE (PLANNING APPLICATION REF: 11/90619/FUMODA)

DRAFT AFFORDABLE HOUSING REVIEW MECHANISM

In light of the findings of BNP Paribas Real Estate and Allsop's Viability Appraisals and the subsequent discussions between the London Borough of Newham ('the Council'), BNP Paribas Real Estate and Lancaster Plc ('the Applicant'), it is agreed that the development cannot viably provide more than 20% affordable housing by habitable rooms (17% affordable housing by units) and in fact, at the level offered currently the development is unviable. The Applicant is willing to offer 20% of habitable rooms as affordable housing on the basis of growth in sales values during the period between grant of planning consent and completion of the sales.

In order to ensure that any additional uplift over and above the breakeven point is shared with the Council, the Applicant is happy to agree to a Review Mechanism ('RM') which links the payment in lieu to the outturn GDV of the scheme. We set out below our suggested structure of the draft RM.

1. The RM will link the payment in lieu to movements in residential sales receipts. This mechanism would enable the payment in lieu to increase equivalent to 35% affordable housing.
2. Reviews of sales values and payments due will occur prior to occupation of 50% of the residential units (the 'Trigger Point').

Calculating the Breakeven GDV

The Breakeven Gross Development Value ('GDV') is the GDV at which the scheme generates a residual land value equal to the EUV of £4,324,000. We have calculated the Breakeven GDV as **£62,572,000**, incorporating an allowance for the 20% affordable housing habitable rooms already offered by the Applicant.

The Council have advised that they wish to cap the receipts from the affordable housing at £4,664,000 i.e. should the development achieve a higher value for the affordable housing component or attain grant funding this is to be paid to the Council. We confirm that the Applicant is willing to agree to this.

BNP Paribas Real Estate Advisory & Property Management UK Limited

Registered office: 5 Aldermanbury Square, London EC2V 7BP

Registered In England No. 4176965

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Certification



Regulated by RICS



By the same token, however, should receipts from the affordable housing component of the scheme be lower than £4,664,000, this will require the market housing revenue to grow by a larger amount than would otherwise have been the case to reach the breakeven GDV. The calculation for the adjusted Breakeven GDV in this instance will be as follows:

$$Y = X + (H - A)$$

Where

H = Predicted affordable housing value (£4,664,000)

X = Breakeven GDV (£62,572,000)

A = Actual value achieved from affordable housing

Y = Adjusted breakeven GDV

Calculating the payment in lieu

The Council have advised that should they would seek a sum of £100,000 per unit equivalent to achieving 35% affordable housing by habitable room form the site. This equates to an additional 24 units, which amounts to a maximum in lieu payment of £2,400,000.

At the Trigger Point, the Applicant shall submit to the Council the following information:

- A. Sales values achieved for any units sold to date; and
- B. Predicted values for the remaining 50% of unsold units, provided by a valuation surveyor.

The additional payment due at review shall be calculated using the following formula:

$$(A + B) = C$$
$$(C - Y) = Z$$

Where

A = Sales values achieved for units already sold at the trigger point

B = Predicted values for the remaining 50% of unsold units

C = Current GDV

Y = Adjusted breakeven GDV

Z = Development surplus

The 'Development Surplus' would be split 80% / 20% in favour of the Council. The 20% share to the Applicant recognises that they are entitled to a secure an additional profit on GDV. When the full payment in lieu of £2,400,000 has been paid, 100% of any surplus would accrue to the Applicant.

Worked examples

We set out below three worked examples. In all instance sales values increase over time, so that the GDV of the scheme increases to £65 million (at the Trigger Point), however; in the first example the predicted affordable housing value is achieved; in the second a lower figure of £4,100,000 is achieved; and in the third example £500,000 of grant funding is received in addition to the full predicted affordable housing value. These examples are set out overleaf.



Example 1

Calculate adjusted breakeven GDV		
X (Breakeven GDV)	£62,572,000	X
H (Predicted affordable housing value)	£ 4,664,000	H
A (Actual value achieved from affordable housing)	£ 4,664,000	A
Y (equals X + (H - A))	£62,572,000	Y
Calculate Current GDV		
A (values achieved for sold units)	£31,600,000	A
B (expected values for remaining 50% of unsold units)	£33,400,000	B
C (equals A - B)	£65,000,000	C
C - Y =	£2,428,000	Z
Payment to Council (80% of Z)	£1,942,400	
Retained by Developer (20% of Z)	£388,480	

The total payment under the proposed RM for Example 1 would be £1,942,400. The Developer's profit would increase by £388,480.

Example 2

Calculate adjusted breakeven GDV		
X (Breakeven GDV)	£62,572,000	X
H (Predicted affordable housing value)	£ 4,664,000	H
A (Actual value achieved from affordable housing)	£ 4,100,000	A
Y (equals X + (H - A))	£63,136,000	Y
Calculate Current GDV		
A (values achieved for sold units)	£31,600,000	A
B (expected values for remaining 50% of unsold units)	£33,400,000	B
C (equals A - B)	£65,000,000	C
C - Y =	£1,864,000	Z
Payment to Council (80% of Z)	£1,491,200	
Retained by Developer (20% of Z)	£298,240	

The total payment under the proposed RM for Example 2 would be £1,491,200. The Developer's profit would increase by £298,240.



Example 3

Calculate adjusted breakeven GDV		
X (Breakeven GDV)	£62,572,000	X
H (Predicted affordable housing value)	£ 4,664,000	H
A (Actual value achieved from affordable housing)	£ 4,664,000	A
Y (equals X + (H - A))	£62,572,000	Y
Calculate Current GDV		
A (values achieved for sold units)	£31,600,000	A
B (expected values for remaining 50% of unsold units)	£33,400,000	B
C (equals A - B)	£65,000,000	C
C - Y =	£2,428,000	Z
Payment to Council (80% of Z) + additional £500,000 grant over as over and above H	£2,442,400	
Retained by Developer (20% of Z)	£388,480	

The total payment under the proposed RM for Example 2 would be £2,442,400. The Developer's profit would increase by £388,480.

We trust the above is acceptable to you and look forward to receiving your confirmation shortly. Should you have any queries please do not hesitate to contact either Sacha Winfield-Ferreira (Contact details above) or Victoria Simms (020 7338 4043 or victoria.simms@bnpparibas.com).

Yours sincerely

Sacha Winfield-Ferreira
Surveyor