

DATED 14 March 2019

**UNILATERAL UNDERTAKING GIVEN BY DEED**

**IN FAVOUR OF:**

**THE OWNER OF THE DEVELOPER'S LAND**

**(as Local Planning Authority)**

**UNILATERAL UNDERTAKING GIVEN BY DEED  
MADE PURSUANT TO SECTION 201 OF THE LOCALISM ACT 2011**

**RELATING TO LAND AT HACKNEY WICK CENTRAL**

**TO BE READ ALONGSIDE THE UNILATERAL UNDERTAKING GIVEN BY LONDON LEGACY  
DEVELOPMENT CORPORATION (AS OWNER OF THE DEVELOPER'S LAND) PURSUANT TO  
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 RELATING TO THE SAME  
DEVELOPMENT AND ENTERED INTO ON THE DATE HEREOF**



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**THIS UNILATERAL UNDERTAKING** is given on

14 March

2019

**BY:-**

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

**IN FAVOUR OF:-**

the Owner of the Developer's Land from time to time.

**RECITALS:-**

Background

- (A) The London Legacy Development Corporation ("LLDC") is a Mayoral Development Corporation ("MDC") established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for an area which straddles the boundaries of the four Host Boroughs.
- (B) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC holds land transferred to it under various statutory schemes and can exercise a range of powers over that land, including management, development and disposal to third parties. This land includes the Developer's Land, details of which are shown in Schedule 1 to this Deed.
- (C) Within its area and pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012, LLDC is also the local planning authority for the purposes of Part 3 of the 1990 Act. It exercises this power in place of the Host Boroughs.
- (D) LLDC's Board has delegated the exercise of LLDC's planning functions to a department within LLDC known as PPDT. Although it acts independently, PPDT remains part of the same legal entity as LLDC.
- (E) LLDC (acting through PPDT) is therefore the Local Planning Authority for the area within which the Developer's Land and the Site are located.
- (F) At the time this Deed is entered into, it is expected that LLDC will be a time limited organisation and its planning powers will eventually revert to the Host Boroughs or transfer to a successor organisation.

The Application

- (G) LLDC, jointly with the Council of the London Borough of Hackney, submitted the Application in respect of the Site on 20 April 2016.
- (H) On 25 April 2017 the LPA resolved that it was minded to grant Planning Permission subject to (inter alia) the completion of this Deed.
- (I) LLDC is satisfied that the obligations contained in this Deed and the Draft Deed meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (J) The Site is in disparate ownership, with the Developer's Land representing approximately 15% of the Site's total area. LLDC recognises that as a matter of law the obligations within the Draft Deed can only bind the Developer's Land.
- (K) LLDC recognises that as a matter of law as freehold owner of the Developer's Land it is unable to secure the obligations set out in the Draft Deed by way of bilateral agreement concluded with itself as the LPA.

- (L) To overcome this obstacle, LLDC as landowner has entered into the Reciprocal Undertaking to abide by the terms of and to perform the Developers' obligations set out in the Draft Deed thereby binding itself and with the intention of binding its interests in the Developer's Land.
- (M) In return for the covenants given by LLDC as landowner in the Reciprocal Undertaking PPDT as LPA unilaterally undertakes herein to observe the terms and perform the LPA's (as defined in the Draft Deed) obligations as set out in the Draft Deed. If LLDC's planning powers pass to a successor organisation, it is intended that this Deed will be transferred to that successor under a statutory or mayoral scheme of transfer
- (N) This Deed is to be read alongside the Reciprocal Undertaking.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 The words and phrases used in this Deed shall unless the context otherwise requires have the meaning assigned to them in the Draft Deed.
- 1.2 For the purposes of this Deed, the following words and expressions have the following meanings:

<b>"Application"</b>	means for outline planning permission (with all matters reserved) as set out in the Development Specification submitted to the LPA and given reference number 16/00166/OUT by the LPA for the demolition of 28,281m <sup>2</sup> of existing buildings on site and development of a phased comprehensive mixed use development (Phases 1, 2 and 3) of up to 119,242m <sup>2</sup> floorspace. Residential (Use Class C3) of up to 78,931m <sup>2</sup> ; Employment (Use Classes B1a and B1c) of a minimum of 29,908m <sup>2</sup> ; Retail (Use Classes A1-A4) of up to 4,493m <sup>2</sup> ; and Community Facilities (Use Class D1/D2) for a minimum of 381m <sup>2</sup> and up to 2,318m <sup>2</sup> ; with up to 3,593m <sup>2</sup> of on plot undercroft or basement car parking, together with a minimum of 23,359m <sup>2</sup> public realm, play space, open space and associated vehicle access
<b>"Developer"</b>	means the Developer as defined in the Draft Deed
<b>"Developer's Land"</b>	means the land shown edged red on Plan 1
<b>"Draft Deed"</b>	means the draft deed attached to this Deed (as amended) at Appendix 1
<b>"Enforcement Protocol"</b>	means the protocol for enforcing the terms of this Deed contained at Appendix 2 and related dispute resolution procedure at Appendix 3 as approved by the LPA's planning committee at its meeting on 29 April 2014 and as approved by LLDC as amended from time to time
<b>"Host Boroughs"</b>	means the London Boroughs of Hackney, Newham, Tower Hamlets and Waltham Forest and their respective successors in function
<b>"Owner"</b>	means anyone with an interest in the Developer's Land
<b>"Plan 1"</b>	means the plan marked Plan 1 identifying the

	Developer's Land at Schedule 2 to this Deed
<b>"Plan 2"</b>	means the plan marked Plan 2 identifying the Site and attached at Schedule 3 to this Deed
<b>"Planning Permission"</b>	the planning permission which may be granted subject to conditions for the proposals within the Application and the form of which is attached at Appendix 1 of the Draft Deed
<b>"Planning Policy &amp; Decisions Team or PPDT"</b>	means the department within the legal entity known as the London Legacy Development Corporation to which LLDC's planning functions have been delegated by a Board resolution made on 27 September 2012
<b>"Reciprocal Undertaking"</b>	means a completed unilateral undertaking of even date with this Deed given by LLDC as landowner in which LLDC undertakes for the benefit of the LPA from time to time of the Developer's Land to abide by the terms of the Draft Deed
<b>"Site"</b>	means all the land known as 'Hackney Wick Central' comprising land to the north and south of (although excluding) Hackney Wick Overground Station; bounded to the east by the River Lee Navigation, to the south by Rothbury Road, to the west by Hepscoot Road, Wallis Road and Berkshire Road and to the north by Leabank Square and shown for the purposes of identification only edged red on Plan 2

## 2. **EFFECT OF THIS DEED**

- 2.1 This unilateral undertaking is given by Deed entered into pursuant to Section 201 of the Localism Act.
- 2.2 To LPA intends that save in respect of clause 2.3 which shall not be binding on its successors in function this undertaking shall be binding on the LPA and its successors in function and shall be enforceable by the Owner and their successors in title.
- 2.3 LLDC (in its capacity as local planning authority) will comply with the terms of the Enforcement Protocol in respect of the obligations contained in this Deed and in the Draft Deed as amended in accordance with clause 4.1 of this Deed.

## 3. **CONDITIONALITY**

- 3.1 This unilateral undertaking is conditional on the grant of Planning Permission and LLDC entering into the Reciprocal Undertaking.

## 4. **LPA'S COVENANTS**

- 4.1 Subject to clauses 3 and 4.4 the LPA undertakes in favour of the Owner that it shall observe and perform the terms, obligations, covenants, undertakings, restrictions and agreements imposed on the LPA by the Draft Deed in respect of the Developer's Land as if the following revisions were made to the Draft Deed:

- 4.1.1 LLDC were named as the second party to the draft Deed, therein defined as Developer;

4.1.2 Recital (B) referred to the following title numbers: EGL200675, EGL20067637206, 369565, LN370765, LN44641 and NGL153454;

4.1.3 The figure in the first line of Recital H were 15%;

4.1.4 The contact details for the Developer at clause 6.2 were:

Director of Governance, Assurance and Programme Management  
London Legacy Development Corporation  
Level 10  
1 Stratford Place  
Montfichet Road  
London E20 1EJ

4.1.5 Clause 15 were deleted; and

4.1.6 Plan 1 hereto were Plan 1 to the Draft Deed.

AND FOR THE AVOIDANCE OF DOUBT the reference to deletion of clause 15 of the Draft Deed in this Deed and the Reciprocal Undertaking is reflective only of the fact that LLDC and PPDT are the same legal entity and clause 15 of the Draft Deed shall be included in any subsequent agreement entered into in respect of the Planning Permission and/or clause 4.4 of the Reciprocal Undertaking and made pursuant to section 106 of the 1990 Act.

4.2 In the event that PPDT's planning powers in respect of the Developer's Land are transferred to a Host Borough(s) and where any part of the Developer's Land is not subject to an agreement required by clause 4.4 of the Reciprocal Undertaking, the LPA undertakes for the benefit of the Owner that within 28 days of the planning powers being so transferred it shall enter into a section 106 agreement in the terms of the Draft Deed (as amended pursuant to clause 4.1 of this Deed) in respect of the extent of the Developer's Land that is not subject to an agreement made in accordance with clause 4.4 of the Reciprocal Undertaking.

4.3 The LPA agrees to the provisos of both clauses 4.4 and clause 4.5 of the Reciprocal Undertaking.

4.4 The obligation in clause 4.2 above shall not apply if:

4.4.1 discharge of an obligation, covenant or undertaking on the part of the LPA pursuant to the Draft Deed (as amended pursuant to clause 4.1 above) or any Deed entered into in accordance with clause 4.4 of the Reciprocal Undertaking shall constitute discharge pursuant to this Deed and vice versa; and

4.4.2 where an obligation, covenant or undertaking on the part of the LPA requires ongoing performance or compliance, performance or compliance pursuant to the Draft Deed or any agreement entered into in accordance with clause 4.4 of the Reciprocal Undertaking that binds the part of the Developer's Land to which the relevant obligation, covenant or undertaking relates shall constitute performance or compliance for the purposes of this Deed and vice versa.

## 5. **LEGAL BASIS**

5.1 This Deed is made under section 201 of the Localism Act 2011.

## 6. **THIRD PARTIES**

6.1 Save in respect of the Owner, it is not intended that this Unilateral Undertaking should give rights to a third party arising solely by virtue of the Contract (Rights of Third Parties) Act 1999.

## 7. **LOCAL LAND CHARGE**

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

**8. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales and the Parties submit to the non exclusive jurisdiction of the courts of England and Wales and shall be registered as a local land charge

**IN WITNESS** whereof the London Legacy Development Corporation has executed and delivered this unilateral undertaking as a Deed on the date first above written



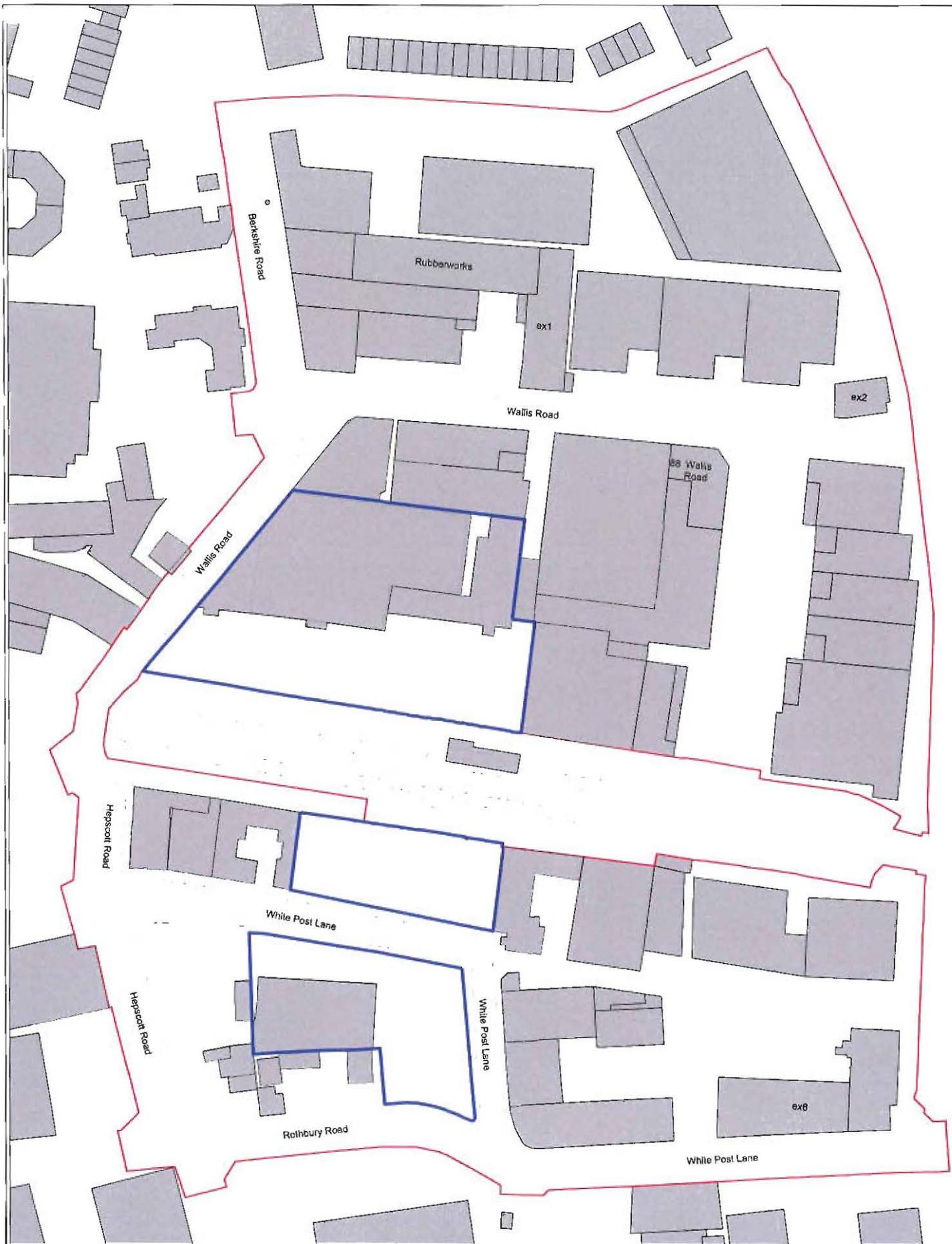
**SCHEDULE 1 – LLDC'S LAND**

Title Numbers EGL200675, EGL20067637206, 369565, LN370765, LN44641 and NGL153454



**SCHEDULE 2 – PLAN 1**





Project:	Hackney Wick Central
Location:	Hackney Wick
Drawing Title:	LLDC Land

Drawing Reference:	HWK-DWG-106-LLDCLAND-01
Status:	
Issue:	V1
Date:	28/02/2019
Scale:	1:500 @ A1
Drawn by:	MA
Checked by:	CS

Notes:	<ul style="list-style-type: none"> <li><span style="border: 1px solid blue; display: inline-block; width: 20px; height: 10px; margin-right: 5px;"></span> LLDC Freehold Ownership</li> <li><span style="border: 1px solid red; display: inline-block; width: 20px; height: 10px; margin-right: 5px;"></span> Red line boundary</li> </ul>
<i>Do not scale from this drawing.</i>	



**SCHEDULE 3 - PLAN 2**





APPLICANT  
 London Legacy Development Corporation  
 London Borough of Hackney

DO NOT SCALE FROM THIS DRAWING  
 THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR OTHERWISE USED WITHOUT THE WRITTEN PERMISSION OF THE CONSULTANT ARCHITECTS  
 ALL DIMENSIONS ARE DIMENSIONS UNLESS OTHERWISE SPECIFIED  
 THIS DRAWING IS FOR THE CONVEYANCE OF THE APPLICANT'S INTEREST ONLY

NO.	REVISION	DATE
02	Reg22 Application	03/10/2016
01	Planning Application	14/04/2016
00	Initial	01/04/2016

**karakusevic carson architects**  
 100/100  
 The Old Mill Farm  
 125 Old Church Road  
 LONDON E16 1AA  
 Tel: +44 (0)20 7354 8300  
 Fax: +44 (0)20 7354 8301  
 Email: info@kcarson.com

PROJECT  
 Hackney Wick Central Outline Planning Application

TITLE  
 Planning Application  
 Red Line Boundary

DRAWING NUMBER	DATE	SCALE
HWK-DWG-APP-RED-02	03/10/2016	1/500 @ A1

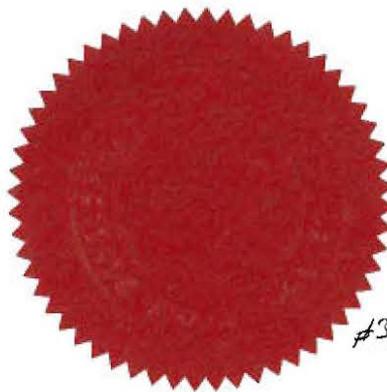
FOR APPROVAL

DATE	DESIGNED BY	CHECKED BY	SCALE
03/10/2016	CC/AV	NE	1/500 @ A1

PROJECT NUMBER  
 223



EXECUTED as a Deed by affixing THE )  
COMMON SEAL of )  
LONDON LEGACY DEVELOPMENT )  
CORPORATION )  
in the presence of )



#3022

Authorised Officer *Lyn GAMES*



**APPENDIX 1 – DRAFT DEED**



DATED \_\_\_\_\_ 2019

(1) [LONDON LEGACY DEVELOPMENT CORPORATION]

OR [LOCAL PLANNING AUTHORITY]

(2) OR [DEVELOPER]

(3) [MORTGAGEE]

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**PLANNING OBLIGATION BY AGREEMENT**  
made pursuant to section 106 of the Town and Country  
Planning Act 1990  
and all other enabling powers  
relating to land at Hackney Wick Central

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**BETWEEN:-**

- (1) [LONDON LEGACY DEVELOPMENT CORPORATION of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA")];
- (2) [ ] of [ ] (the "Developer"); and
- (3) [MORTGAGEE] (Company Number [ ]) whose registered office is at [ ] (the "Mortgagee").

**RECITALS**

*Parties*

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer has freehold interests in the Developer's Land registered at the Land Registry with Title Numbers [ ] relating to part of the Site.

*Application*

- (C) LLDC, jointly with the London Borough of Hackney, submitted the Application in respect of the Site on 20 April 2016.
- (D) On 25 April 2017 the planning committee of PPDT resolved to grant the Planning Permission for the Development subject to the completion of two separate but related unilateral undertakings.

*The Unilateral Undertakings*

- (E) On the date that the Planning Permission was issued, LLDC was both the planning authority and landowner of the Developer's Land. As a matter of law as freehold owner of the Developer's Land and local planning authority LLDC was unable to complete this Agreement.
- (F) To ensure that the provisions of this Agreement would none-the-less be legally binding, LLDC as landowner gave a unilateral undertaking on 2019 to observe and perform the terms of this Agreement ("UU1").
- (G) In return for UU1, LLDC as local planning authority gave a reciprocal undertaking on 2019 in which LLDC as local planning authority was bound to enforce this Agreement in accordance with the Enforcement Protocol (as detailed therein) ("UU2").
- (H) The Site is in disparate ownership, with the Developer's Land representing approximately [ ] of the Site's total area. In recognition as a matter of law that the obligations within UU1 would only bind LLDC's Land, condition 16 was imposed on the Planning Permission, making the grant of any Reserved Matters Approval in respect of the Site, (excluding LLDC's Land), conditional upon first entering into a separate Agreement binding the relevant part(s) of the Site to the obligations contained within this Agreement.
- (I) For the avoidance of doubt, the LPA acknowledges that when completed, this Agreement may include such further amendments to the Draft Agreement (including amendments to these recitals of this Agreement) and such other terms as are appropriate and/or necessary to accommodate any further changes to the Planning Permission which the LPA (from time to time) approves.

IT IS AGREED as follows:-

1. INTERPRETATION

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

"1990 Act"	means Town and Country Planning Act 1990
"Affordable Housing"	has the same meaning given to it in Schedule 1 to this Agreement
"Affordable Housing Policy Requirement"	means the requirement of Policy H2 of the LPA's Local Plan (adopted 2014) requiring a minimum of 35% Affordable Housing with an overall policy requirement to maximise affordable housing within all residential development of 10 or more units
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the relevant RM Development will be Commenced
"A Space"	means floorspace forming part of the Development to be used for uses within use class A of the Use Classes Order;
"Application"	means the application for outline planning permission (with all matters reserved) as set out in the Development Specification submitted to the LPA and given reference number 16/00166/OUT by the LPA for the demolition of 28,281m <sup>2</sup> of existing buildings on site and development of a phased comprehensive mixed use development (Phases 1, 2 and 3) of up to 119,242m <sup>2</sup> floorspace. Residential (Use Class C3) of up to 78,931m <sup>2</sup> ; Employment (Use Classes B1a and B1c) of a minimum of 29,908m <sup>2</sup> ; Retail (Use Classes A1-A4) of up to 4,493m <sup>2</sup> ; and Community Facilities (Use Class D1/D2) for a minimum of 381m <sup>2</sup> and up to 2,318m <sup>2</sup> ; with up to 3,593m <sup>2</sup> of on plot undercroft or basement car parking, together with a minimum of 23,359m <sup>2</sup> public realm, play space, open space and associated vehicle access
"B Space"	means floorspace forming part of the Development to be used for uses within use class B of the Use Classes Order
"B1(c) Space"	means floorspace forming part of the Development to be used for uses within use class B1(c) of the Use Classes Order
"B2 Space"	means floorspace forming part of the Development to be used for uses within use class B2 of the Use Classes Order
"B8 Space"	means floorspace forming part of the Development to be used for uses within use class B8 of the Use Classes Order
"Building"	means a building comprised in the Development
"Commencement"	means the carrying out of a material operation within an RM Development as defined in section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include:-

	<p>(a) site clearance and preparation</p> <p>(b) archaeological investigation</p> <p>(c) investigations for the purposes of assessing contamination</p> <p>(d) other ground and site surveying</p> <p>(e) construction of temporary access and temporary internal roads for construction purposes only</p> <p>(f) remediation works associated with decontamination</p> <p>(g) erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security</p> <p>(h) provision of temporary accommodation reasonably required for construction purposes only</p> <p>(i) preliminary landscaping works including tree protection</p> <p>(j) diversion of Utility Undertakers equipment/apparatus</p> <p>and "Commence" and "Commenced" shall be construed accordingly</p>
<b>"Commercial Unit"</b>	means a commercial unit provided as part of the Development used as A Space, B Space or D Space
<b>"Completed"</b>	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and <b>"Complete"</b> and <b>"Completion"</b> shall be construed accordingly
<b>"Comply"</b>	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and <b>"Compliance"</b> shall be construed accordingly
<b>"Condition"</b>	means a condition of the Planning Permission or any Subsequent Planning Permission
<b>"Consent"</b>	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
<b>"Construction Period"</b>	means the period from Commencement until Completion of the relevant part of the Development
<b>"Contribution Underspend"</b>	means where the Purpose of a Contribution(s) has/have been achieved at a cost lower than the Contribution paid;
<b>"Contribution(s)"</b>	means each of the following: Alternative Community Space Contribution; Bus Service Contribution; Carbon Off-Set Contribution; Deferred Affordable Housing Payment; Design Monitoring Costs; Heritage Contributions; Highway Contributions; Local Play Area Contributions; Midlith Contribution; New Theatre Contribution; RM Review Design Costs; and Youth Play Area

	Contribution
"Council"	means LBH or LBTH as appropriate and its successor in function
"CPI"	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it
"D Space"	means floorspace forming part of the Development to be used for uses within use class D of the Use Classes Order;
"Design Code"	means the document submitted as part of the Application and approved under the Planning Permission and dated [DATE] providing detail on built form and character, public realm, uses, retained heritage assets, key places and tall buildings with reference HWK-DOC-DEC-03
"Developer's Land"	means the land shown edged red on Plan 1
"Development Specification Framework"	means the Development Specification Framework submitted as part of the Application with reference HWK-DOC-DSF-02
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission and any Subsequent Planning Permission but excluding any Superseded Development
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Draft Agreement"	means the draft form of this Agreement appended to UU1 and UU2
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any specified part thereof as relevant
"General Building Cost Index"	means the <i>General Building Costs Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"Growth Boroughs"	means together the London Borough of Barking and Dagenham, the London Borough of Greenwich, the London Borough of Hackney, the London Borough of Newham, the London Borough of Tower Hamlets and the London Borough of Waltham Forest and their respective successors in function
"Highway Authority"	means the LBH or LBTH as the context so requires and their successors in function

<p><b>"HWC Consents"</b></p>	<p>means planning permissions in respect of the Site with the following planning application reference numbers:</p> <ul style="list-style-type: none"> <li>• 14/00387/FUL;</li> <li>• 15/00446/FUL;</li> <li>• 15/00588/FUL;</li> <li>• 16/00467/VAR;</li> <li>• 17/00112/FUL;</li> </ul> <p>together with any HWC Consent Slot-In Permission</p>
<p><b>"HWC Consent Slot-In Permission"</b></p>	<p>means either a planning permission or a Reserved Matters approval (as applicable) granted pursuant to an application to carry out development within the Site related to or in substitution for development authorised under the Planning Permission and any other permission that may be granted authorising the modification deletion or replacement of any condition attached to any HWC Consent</p>
<p><b>"Index"</b></p>	<p>means:-</p> <p>(a) in relation to Alternative Community Space Contribution; Heritage Contributions; Highways Contribution; Local Play Area Contribution; Midlith Contribution; New Theatre Contribution, and Youth Play Area Contribution the General Building Cost Index and</p> <p>(b) in relation to the Affordable Rent, Bus Service Contribution; Design Monitoring Costs; and the RM Review Design Costs the Index of Retail Prices</p>
<p><b>"Indexed"</b></p>	<p>means in relation to a sum that it is to be increased in accordance with Clauses 16.2 and 16.3</p>
<p><b>"Index of Retail Prices"</b></p>	<p>means the Index of Retail Prices published by the Office of National Statistics or if the same shall cease to be published such alternative related index agreed by the LPA and the Developer</p>
<p><b>"Interest"</b></p>	<p>means interest at 2% above the base lending rate of Barclays Bank Plc from time to time</p>
<p><b>"LBH"</b></p>	<p>means the London Borough of Hackney and its successors in function</p>
<p><b>"LBTH"</b></p>	<p>means the London Borough of Tower Hamlets and its successors in function</p>
<p><b>"LLDC"</b></p>	<p>means London Legacy Development Corporation ("LLDC") is a Mayoral Development Corporation ("MDC") established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012</p>
<p><b>"LLDC's Land"</b></p>	<p>means all that land within the Site within LLDC's ownership shown edged red on Plan 2</p>

"Occupy" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission and any Subsequent Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out, security or marketing
"Off Site"	means on land outside the Developer's Land
"On Site"	means on land within the Developer's Land
"Parameter Plans"	means the parameter plans approved pursuant to the Planning Permission or any Subsequent Planning Permission
"Parties"	means the parties to this Agreement and the word " <b>Party</b> " shall mean either one of them
"Plan 1"	means the plan attached at Schedule 9 of this Agreement and labelled Plan 1
"Plan 2"	means the plan attached at Schedule 9 of this Agreement and labelled Plan 2
"Plan 3"	means the plan attached at Schedule 9 of this Agreement and labelled Plan 3
"Plan 4"	means the plan attached at Schedule 9 of this Agreement and labelled Plan 4
"Plan 5"	means the plan attached at Schedule 9 of this Agreement and labelled Plan 5
"Plan 6"	means the plan attached at Schedule 9 of this Agreement and labelled Plan 6
"Plan 7"	means the plan attached at Schedule 9 of this Agreement and labelled Plan 7
"Plan 8"	means the plan attached at Schedule 9 of this Agreement and labelled Plan 8
"Plan 9"	means the plan attached at Schedule 9 of this Agreement and labelled Plan 9
"Planning Permission"	means the planning permission granted subject to conditions for the proposals within the Application dated 10 May 2016 and which is attached at Appendix 1
"Planning Policy & Decisions Team or PPDT"	means the department within the legal entity known as the London Legacy Development Corporation to which LLDC's planning functions have been delegated by a Board resolution made on 27 September 2012
"Plot"	means any plot within the Development and identified on the Plot Plan and shall include any part of a plot
"Plot Developer"	means any person from time to time having a freehold interest or leasehold interest of at least 125 years in any one or more of the Plots as specified and Plot A Developer, Plot B Developer, Plot C Developer, Plot D Developer, Plot E/F Developer, Plot G/H/I Developer, Plot J Developer, Plot K Developer, Plot L/M

	Developer and Plot N Developer, shall be construed accordingly
<b>"Plot Plan"</b>	means the parameter plan HWK-DWG-APP-DP&B-02 titled "Development Plots and Blocks" at Plan 3
<b>"Private Residential Units"</b>	means Residential Units which are neither Affordable Rented Housing Units nor Shared Ownership Units provided pursuant to paragraph 2 of Schedule 1
<b>"Purposes"</b>	means the use to which each of the Contributions payable by the Developer specified in this Agreement is to be put
<b>"Reasonable Endeavours"</b>	means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
<b>"Requisite Consents"</b>	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
<b>"Reserved Matters (RM) Application"</b>	means an application submitted to the LPA for approval of reserved matters in accordance with the Planning Permission or any Subsequent Planning Permission
<b>"Reserved Matters (RM) Approval"</b>	means any approval issued pursuant to a Reserved Matters Application
<b>"Residential Unit"</b>	means a residential unit provided as part of the Development
<b>"Residual Contribution Sum"</b>	means individually or collectively the amount of monies available to the LPA by virtue of a Contribution Underspend
<b>"RM Development"</b>	means that part of the Development to be delivered on an individual Plot or Plots subject to a single RM Approval
<b>"S73 Application"</b>	means an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
<b>"S73 Permission"</b>	means planning permission subject to conditions granted by the LPA pursuant to any S73 Application and "S73 Permissions" shall mean such two or more of them as the context shall require
<b>"S96A Application"</b>	means an application made under section 96A of the 1990 Act seeking to achieve the effect of non-material modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission

<b>"S96A Permission"</b>	means and approval granted by the LPA pursuant to any Section 96A Application and "Section 96A Permissions" shall mean such two or more of them as the context shall require
<b>"Shell and Core"</b>	<p>means shell and core standard as that expression is understood in the commercial development industry, providing as a minimum:</p> <ul style="list-style-type: none"> <li>• capped services (meaning a meter head has been installed for electricity which should be three phase, capped water and gas if applicable);</li> <li>• external walls, roof, internal core walls, structural floors;</li> <li>• window and door glazing have been installed;</li> <li>• front and rear entrance doors have been installed; and</li> <li>• drainage has been installed.</li> </ul>
<b>"Site"</b>	means the land shown edged red on Plan 4
<b>"Slot-In Application"</b>	<p>means an application for either:</p> <ol style="list-style-type: none"> <li>1. planning permission (including any subsequent application for outline planning permission) to carry out development within the Site related to or in substitution for development authorised under the Planning Permission and/or any Subsequent Planning Permission; or</li> <li>2. Reserved Matters Approval to carry out development within the Site related to or in substitution for development authorised under any previous Reserved Matters Approvals granted pursuant to the Planning Permission and /or any Subsequent Planning Permission;</li> </ol>
<b>"Slot-In Permission"</b>	means a planning permission or a Reserved Matters Approval (as applicable) granted pursuant to a Slot-In Application and "Slot-In Permissions" shall mean such two or more of them as the context shall require
<b>"SPD"</b>	means the LPA's supplementary planning document Planning Obligations dated 10 November 2016
<b>"Statement of Superseded Development"</b>	means a statement identifying what (if any) development under the Planning Permission and/or any Subsequent Planning Permission is to be superseded by development under the Slot-In Permission such statement to be submitted to and approved by the LPA and annexed to the respective Slot-In Permission
<b>"Subsequent Planning Permission"</b>	<p>means any</p> <ol style="list-style-type: none"> <li>1. Section 73 Permission; or</li> <li>2. Slot-In Permission</li> </ol> <p>and "Subsequent Planning Permissions" shall mean such two or more of them as the context shall require</p>

<b>"Superseded Development"</b>	means development (if any) under the Planning Permission and/or under any Subsequent Planning Permission outlined in a Statement of Superseded Development
<b>"TfL"</b>	means Transport for London or its successor in function
<b>"Use Classes Order"</b>	means the Town and Country Planning (Use Classes) Order 1987 (as amended) as in force at the date of this Agreement;
<b>"Utility Undertaker"</b>	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
<b>"Working Day"</b>	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

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

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

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

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

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;

1.2.5 references to the Developer's Land and Site include any parts of those;

- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to Clauses 2.4, 2.6 and 2.7 references to the Developer in this Agreement include:-
- (a) other relevant parties with an interest in the Developer's Land;
  - (b) persons deriving title from the Developer or other relevant parties; and
  - (c) the Developer's or other relevant parties successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 "including" means "including without limitation";
- 1.2.10 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;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 10 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
  - 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

**PROVIDED THAT** if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in

order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

## 2. EFFECT OF THIS AGREEMENT

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

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

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

2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-

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

2.4.2 except for paragraph 7 of Schedule 1 which shall apply (subject to paragraph 6.2 of Schedule 1), individual owners and occupiers of the Affordable Housing Units and their individual mortgagees and chargees;

2.4.3 any mortgagee or chargee of an Affordable Housing Provider unless it takes possession of the Site (in whole or in part) in which case it too will be bound by the obligations as if it were a person deriving title from the Developer and in order for such mortgagee or chargee of an Affordable Housing Provider to sell the Affordable Housing Units free from restrictions of this Agreement then the procedure set out in paragraph 7.2.1 of Schedule 1 must first have been followed;

2.4.4 individual owners and occupiers of the Private Residential Units and their individual mortgagees and chargees;

2.4.5 individual occupiers or lessees of individual units of Workspace who are in physical Occupation of such units;

2.4.6 individual occupiers or lessees of individual Commercial Units who are in physical Occupation of such units

2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.

2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Developer's Land or its interest in respect of that part of the Developer's Land on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest AND FOR

THE AVOIDANCE OF DOUBT the obligations on the Developer within the Schedules apply separately to the Developer for each RM Development and no person shall be liable for the breach of any obligation applying to a RM Development or a part of a RM Development which they have no interest.

- 2.7 No obligation 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, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission or any Subsequent Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to Clause 2.11 other than the Planning Permission and any Subsequent Planning Permission and a Reserved Matters Approval(s) nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to a S73 Application to release any condition contained in the Planning Permission or Subsequent Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the S73 Permission(s) and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the S73 Application and in such circumstances a separate Agreement pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.
- 2.12 The parties to this Agreement hereby acknowledge that:
- 2.12.1 Some RM Developments may not meet the Affordable Housing Policy Requirement; and
- 2.12.2 the provision of Affordable Housing which falls below the Affordable Housing Policy Requirement has been accepted by the LPA for reasons of viability and conditional upon the inclusion of the provisions of Clause 2.13.
- 2.13 In the event of each and any instance of a Contribution Underspend, the LPA may subject to clause 5.4 use the Residual Contribution Sum toward the provision of additional Affordable Housing outside of the Site.

### 3. **CONDITIONALITY**

3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development on the Developer's Land

save for the provisions of this Clause 3, Clauses 1 to 19 inclusive, paragraphs 2.1, 3.6, 8 to 11 and 16 of Schedule 1 and paragraphs 2.1, 2.8 and 3 of Schedule 2 and paragraph 4 of Schedule 3 and paragraphs 4.5, 4.6, and 4.8 of Schedule 4 and paragraph 2.1 of Schedule 5 and paragraphs 2.1 to 2.4, 2.6, 2.7, 2.9, 2.14 and 2.15 of Schedule 6 and paragraphs 2, 3 and 4.1 of Schedule 7 and paragraphs 2.1 to 2.5 of Schedule 8 which shall come into effect immediately upon completion of this Agreement.

#### 4. THE DEVELOPER'S COVENANTS WITH THE LPA

- 4.1 The Developer on behalf of themselves and their successors in title to the Developer's Land covenant with the LPA that they shall:-
- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;
  - 4.1.2 not encumber or otherwise deal with their interests in the Developer's Land 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; and
  - 4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of the RM Development on the Developer's Land and such notice shall only be given where there is a genuine prospect of the RM Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

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

- 5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.
- 5.4 Save where expressly stated otherwise within this Agreement the LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest.
- 5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies.
- 5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

#### 6. NOTICES

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

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

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

**LPA:**

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

For the attention of: Anthony Hollingsworth

**Developer:**

Address: [ ]

For the attention of: [ ]

**Owner:**

Address: [ ]

For the attention of: [ ]

**Mortgagees:**

Address: [ ]

For the attention of: [ ]

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

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

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

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

**8. VERIFICATION AND ENFORCEMENT**

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Developer's Land and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. **THE MORTGAGEE**

9.1 [The Mortgagee acknowledges and declares that:-

9.1.1 this Agreement has been entered into by the Developer with its consent;

9.1.2 the Developer's Land shall be bound by the obligations contained in this Agreement; and

9.1.3 the security of the Mortgagee over the Developer's Land shall take effect subject to this Agreement.]

9.2 Any mortgagee shall be liable only for any breach of the provisions of this Agreement during such period as he is a mortgagee in possession of the Developer's Land.

10. **DISPUTE RESOLUTION**

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

10.2 The Notice must specify:-

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

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

10.2.3 the proposed Expert.

10.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 10.7 provides otherwise) to nominate the Expert at their joint expense.

10.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

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

10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

10.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-

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

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

- 10.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 10.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 10.7.5 in all other cases, the President of the Law Society to nominate the Expert.

**11. SLOT-IN APPLICATIONS AND SLOT IN-PERMISSIONS**

- 11.1 The Developer covenants and undertakes to the LPA that after the date of this Agreement it shall enclose a Statement of Superseded Development with each Slot-In Application.
- 11.2 On the grant of a Slot-In Permission, the Developer covenants and undertakes to the LPA with effect from the date that development is Commenced under that Slot-In Permission unless otherwise agreed with the LPA not to further implement the Planning Permission and/or Subsequent Planning Permission insofar as and to the extent that the Planning Permission and/or Subsequent Planning Permission permit Superseded Development.

**12. NO WAIVER**

No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

**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**

The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

**15. THE LPA'S COSTS**

- 15.1 The Developer agrees that it will on completion of the Agreement pay:-
  - 15.1.1 the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement); and
  - 15.1.2 the LPA's reasonable costs incurred in the review of development appraisals and viability assessments in connection with the Development (inclusive of any such costs incurred by external surveyors appointed by the LPA).

**16. FINANCIAL CONTRIBUTIONS AND INDEXATION**

- 16.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

16.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of the Planning Permission until the date such sums are paid (unless otherwise stated in this Agreement).

16.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date of the Planning Permission until the date the sum or value falls to be considered or applied.

17. **INTEREST**

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

18. **JURISDICTION AND LEGAL EFFECT**

18.1 This Agreement shall be governed by and interpreted in accordance with the law of England.

18.2 The provisions of this Agreement (other than this Clause 18.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

19. **EXECUTION**

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

**SCHEDULE 1**  
**AFFORDABLE HOUSING**

NB: Cross referencing to be settled later.

1. **DEFINITIONS**

- "Additional AH"** means all Affordable Housing provided as part of a RM Development in excess of the Guaranteed AH
- "Affordable Housing Contract"** means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider
- "Affordable Housing Management Scheme"** means a scheme specifying:-
- (a) management and servicing arrangements for the Affordable Housing Units and
  - (b) details of the rent, Service Charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charge
- "Affordable Housing Provider"** means a provider of Affordable Housing in respect of any RM Development
- "Affordable Housing"** means housing including Affordable Rented Housing and Intermediate Housing, provided to Eligible Households whose needs are not met by the market, and which housing should (a) meet the needs of Eligible Households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future Eligible Households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
- "Affordable Housing Units"** means the Residential Units to be provided as Affordable Housing pursuant to this Schedule
- "Affordable Rented Housing"** means the "London Affordable Rented Housing" being rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to
- Eligible Households in accordance with Part VI of the Housing Act 1996 at a rent that is:
- (a) including Service Charges, up to 80 per cent of local

market rents; and

(a) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance

and "Affordable Rent" shall be construed accordingly

**"Affordable Rented Housing Units"** means Affordable Housing Units to be made available for Affordable Rented Housing pursuant to paragraph 3 of this Schedule

**"AH Amount"** means the greater of the AH Minimum and the AH Quantum

**"AH Max"** means:

(a) in respect of any Viability Review and Delayed Implementation Review 50%;

(a) in respect of the Final Review 50% in the case of Green Land or any RM Development where there is an Industrial Loss and 35% in all other cases

**"AH Minimum"** means the minimum percentage of Habitable Rooms which must be provided as Affordable Housing Units within a RM Development (or part thereof as appropriate) being 20% on Yellow Land, 35% on Blue Land and 50% on Green Land

**"AH Quantum"** means the maximum percentage (which shall not be required to be greater than the AH Max) of Habitable Rooms within a RM Development which can viably be provided as Affordable Housing Units but in the case of Blue Land or Yellow Land excluding any Affordable Housing delivered through Grant Funding

**"Beneficial Owner"** means in respect of an individual the freehold owner or a leasehold owner of a lease with an unexpired term of at least 15 years and in respect of a company means the natural person(s) who directly or indirectly ultimately owns or controls the corporate entity, with control defined consistently with the interpretative provisions applying to the new public register of persons with significant control of UK companies introduced in the Small Business, Enterprise and Employment Act 2015

**"Blue Land"** means the land shown coloured blue on Plan 5 in respect of which the AH Minimum is 35%

<b>"Build Costs"</b>	means all costs of completing the RM Development including: <ul style="list-style-type: none"><li>- preliminaries;</li><li>- demolition/ site clearance/ site preparation costs;</li><li>- base build costs;</li><li>- abnormal costs;</li><li>- provision of on-site infrastructure and utilities by the Developer;</li><li>- provision of off-site infrastructure;</li><li>- contractor's overheads and profit;</li><li>- cost design fees; and</li><li>- contingencies (except in the case of the Final Review)</li></ul>
<b>"Cap"</b>	means the amount of Deferred Affordable Housing required so that the total amount of Affordable Housing provided as part of the RM Development taken together with any Deferred Affordable Housing Contribution satisfies the requirement to provide the AH Max of the Habitable Rooms within the RM Development as Affordable Housing
<b>"Charge"</b>	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee
<b>"Chargee"</b>	means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units (or any number of them) or any mortgagee or chargee of the owner for the time being of any leasehold interest in any of the Affordable Housing Units and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.
<b>"Construction Contract"</b>	means a contract for the construction and completion of the RM Development entered into by the Developer in such form as is custom and practice to use in the industry incorporating the programme for the completion of the RM Development by a specified completion date documentary evidence of which shall be submitted to the LPA in writing

<b>"Date of Deemed Service"</b>	<p>means, in each instance where a Chargee has served a Default Notice:</p> <p>(a) in the case of service by delivery by hand of the Default Notice to the LPA's offices, (no later than 5pm) the date on which the Default Notice is so delivered and if after 5pm, the date immediately following; or</p> <p>(b) in the case of service by using first class registered post to the LPA's offices, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the LPA (by Royal Mail proof of delivery or otherwise).</p>
<b>"Default Notice"</b>	<p>means a notice in writing served on the LPA by the Chargee under paragraph 6.7(a) of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units</p>
<b>"Deferred Affordable Housing Payment"</b>	<p>means a sum of money to be agreed between the Developer and the LPA or determined by the Specialist representing the cost of providing additional Affordable Housing other than as part of the RM Development so as to increase the Affordable Housing provided by the RM Development otherwise secured through this Schedule of this Agreement up to a cap of the AH Max of the Residential Units calculated by Habitable Room and reflecting a split of 60% Affordable Rented Units and 40% Intermediate Units until 35% provision is achieved and Intermediate only in respect of any further provision until 50%</p>
<b>"Deferred Affordable Housing Scheme"</b>	<p>means a scheme specifying the quantum, size and location of the Deferred Affordable Housing Units with reference to plans and drawings approved as part of the RM Application, which:-</p> <p>(a) is submitted by the Developer with any Delayed Implementation Review; and</p> <p>(b) is either:-</p> <p style="margin-left: 40px;">(i) agreed by the LPA and the Developer or</p> <p style="margin-left: 40px;">(ii) determined by the Specialist</p>
<b>"Deferred Affordable Housing"</b>	<p>means the Deferred Affordable Housing Units or the Deferred Affordable Housing Payment</p>
<b>"Deferred Affordable Housing Units"</b>	<p>means Affordable Housing to be provided as part of the RM Development in addition to the Affordable Housing Units to be provided pursuant to paragraph 3 and determined in accordance with the Deferred Affordable Housing Scheme and paragraph 11 or 16 of this Schedule</p>
<b>"Delayed Implementation"</b>	<p>means a financial appraisal to be undertaken by the Developer assessing the AH Quantum and the ability to provide Deferred</p>

<b>"Review"</b>	Affordable Housing carried out in accordance with paragraph 12
<b>"Eligible Households"</b>	means: <ul style="list-style-type: none"><li>(a) in relation to Affordable Rented Housing households containing an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and who meet the other criteria (if any) specified in the latest London Plan Annual Monitoring Report and whose annual household income is less than £60,000</li><li>(b) in relation to Shared Ownership Units and other Intermediate Units for sale only households whose annual income is less than £90,000; and</li><li>(c) in relation to Intermediate Units for rent only households whose annual income is less than £60,000</li></ul> or such other upper limit or income range for intermediate housing as may be updated in the London Plan and the London Plan Annual Monitoring Report
<b>"Expiry Date"</b>	means a period of 12 months from the Validation Date and where the LPA and Developer have failed to agree the AH Quantum or Deferred Affordable Housing requirements (or where relevant, the Specialist has not determined the same) and "Expires" shall be construed accordingly
<b>"Final Viability Review"</b>	means a financial appraisal to be undertaken by the Developer assessing the AH Quantum and the ability to pay a Deferred Affordable Housing Payment carried out in accordance with paragraph 15
<b>"GDV"</b>	means: <ul style="list-style-type: none"><li>- sales values of Sold Residential Units (net of sales incentives);</li><li>- the projected value of Residential Units not yet Sold;</li><li>- the capital value of the let Employment Space;</li><li>- the projected capital value of any un-let Employment Space; and</li><li>- any other capital values or revenues generated by the RM Development including ground rents and the capital value of any rented component</li></ul>
<b>"Grant Funding"</b>	means any capital funding provided by HE, GLA or any other public body for the delivery of Affordable Housing in the Development which in the case of the Blue Land or the Yellow Land only is additional to the AH Amount delivered by the

Developer

<b>"Green Land"</b>	means the land shown coloured green on Plan 5 in respect of which the AH Minimum is 50%
<b>"Guaranteed AH"</b>	means those Affordable Housing Units provided in satisfaction of the requirement to provide the AH Minimum of Habitable Rooms in each RM Development as Affordable Housing in accordance with the tenure and delivery programme detailed in paragraph 3 below
<b>"Habitable Rooms"</b>	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls
<b>"Help to Buy Agent"</b>	means a body appointed by HE to act as agents for the allocation of the Shared Ownership Units
<b>"Homes England" or "HE"</b>	means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by Homes England
<b>"Industrial Loss"</b>	means the amount of Class B1(c), B2 or B8 Space to be provided pursuant to an RM Development is less than the amount of floorspace on the same land which could lawfully be used for a use within Class B1(c), B2 or B8 of the Use Classes Order at the date of the RM Application or the potential B1(c), B2 or B8 Space capacity of that land at a 65% plot ratio whichever is the greater
<b>"Intention Notice"</b>	means a notice in writing served on the Chargee by the LPA under paragraph 6.8 that the LPA is minded to purchase the relevant Affordable Housing Units
<b>"Intermediate Housing"</b>	means Residential Units for sale and rent provided at a cost above social rent but below market levels to be provided as:  <ul style="list-style-type: none"><li>(a) London Living Rent Housing;</li><li>(b) Shared Equity Units; or</li><li>(c) Shared Ownership Units</li></ul> or such other form of intermediate housing as may be agreed by the Developer and the LPA where the cost of rent and/or mortgage payments and Service Charge and estate charges in relation to the Intermediate Units shall not exceed 40% of the net income of Eligible Households or such other cap as may be specified in the London Plan and/or the London Plan Annual Monitoring Report, or such other replacement policy adopted

following 31 March 2018

<b>"Intermediate Units"</b>	means Affordable Housing Units to be made available for Intermediate Housing pursuant to paragraph 3.3 of this Schedule
<b>"London Plan"</b>	means the London Plan published in March 2016 as revised from time to time
<b>"London Plan Annual Monthly Report"</b>	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
<b>"Lifetime Home Standards"</b>	means the standards contained in Part 2 of Part M Building Regulations
<b>"London Living Rent Housing"</b>	means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy at rents not exceeding the relevant maximum rents published by the GLA annually and on the basis that average annual housing costs, including rent and Service Charges must not exceed 28 per cent of the relevant annual gross income upper limited (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report
<b>"Mayor's Funding Guidance"</b>	means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance
<b>"Memorandum"</b>	means a memorandum in accordance with paragraph 16 of this Schedule
<b>"Minimum Aggregate AH Quantum"</b>	means the minimum number of Affordable Housing Units calculated by reference to aggregate Habitable Room numbers to be provided by the Developer across two or more RM Developments to ensure that overall the AH Minimum for each RM Development or part of RM Development is achieved
<b>"Model Form of Lease"</b>	means the model forms of lease for Shared Ownership Housing published by HE from time to time
<b>"Moratorium Period"</b>	means, in each instance where a Chargee has served a Default Notice under paragraph 6.7(a), the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)

<b>"National Rent Regime"</b>	Means the regime under which the social rents of tenants of social housing are met, with particular reference to the DCLG's Guidance on Rents for Social Housing on the Rent Standard (May 2014) and the Welfare Reform Act (2016) (as the same may be amended or superseded)
<b>"Option"</b>	means the option to be granted to the LPA (and/or its nominated substitute Registered Provider) in accordance with paragraph 6.9 for the purchase of the Affordable Housing Units
<b>"Original Build Costs"</b>	means the Build Costs determined as part of the Viability Review
<b>"Original GDV"</b>	means the GDV determined as part of the Viability Review
<b>"Private Residential Unit"</b>	means any Residential Unit which is not an Affordable Housing Unit
<b>"Profit"</b>	means the Developer's profit as a percentage of GDV agreed as part of the Viability Review and which shall not exceed 17% in respect of Private Residential Units, 15% in respect of any Commercial Unit and 6% in respect of any Affordable Housing Unit
<b>"Relevant Report"</b>	means a detailed report setting out the conclusions of the Viability Review
<b>"Rents and Nominations Agreement"</b>	means the standard rents and nominations agreement for either the London Borough of Tower Hamlets or the London Borough of Hackney as relevant depending on in whose area the relevant RM Development is located
<b>"Service Charges"</b>	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit, as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit
<b>"Shared Equity Units"</b>	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of the equity (being not less than 30% and not more than 80% and subject to an initial average equity share across all such units at the Development being not less than 60%) is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider without rent being charged in respect of the retained equity and, unless otherwise agreed by the LPA and the Developer, on terms that entitle the purchaser to acquire up to 80% of the equity through Staircasing
<b>"Shared Ownership Units"</b>	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of equity is sold on a long lease to the purchaser and the remainder of the equity

is retained by the Affordable Housing Provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% of the equity through Staircasing

<b>"Social Rented Housing"</b>	means rented housing let at Target Rents
<b>"Sold"</b>	means the exchange of sales contracts with a fixed sales price or the exchange of an agreement for lease in respect of a leasehold interest of at least 99 years and "Sale" shall be construed accordingly
<b>"Specialist"</b>	means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with Clause 10 of this Agreement
<b>"Staircasing"</b>	means the purchase by the owners of additional equity in a Shared Ownership Unit or shared equity unit
<b>"Substantial Commencement"</b>	means the occurrence of all of the following events:- <ul style="list-style-type: none"><li>(a) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter) and</li><li>(b) completion of the ground floor slab in a building forming part of the RM Development</li></ul>
<b>"Sums Due"</b>	means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
<b>"Target Rents"</b>	means rents for Social Rented Housing calculated in accordance with the National Rent Regime
<b>"Target Return"</b>	means the blended Profit of the Open Market Housing Units, the Affordable Housing Units and any other Component of the Development as a percentage of GDV
<b>"Tenure Plan"</b>	means a plan showing the location of the Affordable Housing Units within the RM Development indicating their proposed tenure, size and bedroom numbers
<b>"Transfer"</b>	Means the transfer of a freehold interest or the grant of a leasehold interest of at least 99 years
<b>"Unconditional Obligation Certificate"</b>	means a certificate provided by solicitors acting for the Developer to the effect that:- <ul style="list-style-type: none"><li>(a) the Developer has completed the Construction Contract in which a construction contractor agrees to</li></ul>

construct the whole RM Development by a specified completion date in accordance with an agreed programme subject to the usual extensions and

- (b) all contractual conditions precedent to the enforcement of the obligation to construct the RM Development referred to at (a) above have been satisfied

**"Updated Build Costs"** means the Build Costs at the date of the Delayed Implementation Review or Final Viability Review as appropriate

**"Updated GDV"** means the GDV at the date of the Delayed Implementation Review or Final Viability Review as appropriate which shall be the estimated market value of the RM Development based on comparable evidence plus all development related income sources

**"Viability Review"** means a residual development financial appraisal to be undertaken by the Developer assessing the AH Quantum

**"Viability SPG"** means the Mayor of London's Homes for Londoners: Affordable Housing and Viability Supplementary Planning Guidance (2017) or such policy document as replaces the same

**"Yellow Land"** means the land showed coloured yellow on Plan 5 in respect of which the AH Minimum is 20%

## 2. **AFFORDABLE HOUSING PROVIDER**

2.1 Prior to the Commencement of any RM Development the Developer shall submit to the LPA and obtain its approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the RM Development.

2.2 The Developer of each RM Development will:-

- (a) proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Housing Units to be provided pursuant to paragraph 3 of this Schedule; and
- (b) notify the LPA within 10 Working Days of entering into an Affordable Housing Contract.

## 3. **MINIMUM AFFORDABLE HOUSING PROVISION**

3.1 Subject to paragraph 10 of this Schedule each RM Development (or part thereof as appropriate) shall provide the relevant AH Minimum of Habitable Rooms as Affordable Housing.

3.2 Where the AH Minimum is different for different parts of an RM Development the number of Habitable Rooms required for each part of the RM Development shall be calculated and the combined total shall be the AH Minimum for that RM Development and for the avoidance of doubt (subject to the requirements of any approved Tenure Plan) the relevant number of Habitable Rooms can be provided within any part of that particular RM Development.

- 3.3 Save where otherwise agreed with the LPA, within each RM Development in respect of 35% of the Habitable Rooms in that RM Development (or all of the Affordable Housing Units where the AH Amount is less than 35%):
- (a) at least 60% of the Affordable Housing Units shall be provided as Affordable Rented Housing; and
  - (b) the remainder of the Affordable Housing Units shall be provided as Intermediate Housing

SAVE THAT where a Developer has obtained RMA for one or more RM Development(s) (and that Developer can demonstrate at the date that each RMA is issued that he is the Beneficial Owner of each of those RM Developments) the 60% Affordable Rented Housing requirement shall apply to the total Affordable Housing Units provided in all such relevant RM Developments (up to 35% of the total Habitable Rooms in those RM Developments) and subject to any requirement to vary any Tenure Plan approved pursuant to paragraph 3.6 of this Schedule, the remaining Affordable Housing Units required to achieve the AH Quantum for the relevant RM Developments may be provided as Intermediate Housing.

- 3.4 In each RM Development where more than 35% of the Habitable Rooms in that RM Development are provided as Affordable Housing, all Affordable Housing Units between the 35% level and the AH Quantum can be provided as Intermediate Units.
- 3.5 At least 40% of the Affordable Housing Units within each RM Development shall be 3 bedroom units with the remainder to be provided in accordance with a mix agreed with the LPA SAVE THAT where a Developer submits applications in respect of more than one RM Development the 40% requirement shall apply to the total Affordable Housing Units provided in all relevant RM Developments.
- 3.6 With every RM Application the Developer shall submit the Tenure Plan for the written approval of the LPA. The Developer of each RM Development shall carry out that RM Development in accordance with the approved Tenure Plan which shall reflect the final quantum of Affordable Housing Units determined following the Viability Review and to reflect any Grant Funding.
- 3.7 Not more than fifty per cent (50%) of the Private Residential Units within a RM Development shall be Occupied until fifty per cent (50%) of the Affordable Housing Units for that RM Development:-
- (i) are completed and made ready for occupation; and
  - (ii) have been Transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.
- 3.8 Not more than seventy five per cent (75%) of the Private Residential Units within a RM Development shall be Occupied until one hundred per cent (100%) of the Affordable Housing Units within that RM Development are:-
- (i) Completed and made ready for occupation; and
  - (ii) have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.
- 3.9 Where more than one RM Development is advanced by a single Developer and the relevant Developer can demonstrate, with documentary evidence, that the triggers in paragraph 3.7 and 3.8 of this Schedule would cause undue financial/practical hardship in delivering the RM Development, the LPA and the relevant Developer shall co-operate with each other in good faith and will take all reasonable action as is necessary to agree an alternative trigger for the delivery of the remaining Affordable Housing Units.

4. **AFFORDABILITY CRITERIA**

- 4.1 The rent (inclusive of Service Charge) charged for the first letting of any Affordable Rented Housing Unit shall not exceed the applicable Affordable Rent in respect of any Affordable Rented Housing Units.
- 4.2 The rents (inclusive of Service Charge) on subsequent lettings and tenancy renewals of any Affordable Rented Housing Unit (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the applicable Affordable Rent unless otherwise agreed in writing with the LPA.
- 4.3 The cost of rent and/or mortgage payments and Service Charge and estate charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the Greater London Authority from time to time.

5. **GRANT FUNDING**

- 5.1 The Developer shall in respect of each RM Development:
- (a) use Reasonable Endeavours to secure Grant Funding;
  - (b) notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;
  - (c) if Grant Funding is secured in respect of Blue Land or Yellow Land, notify the LPA as to the quantum, size, tenure and proposed location of the additional Affordable Housing to be provided in addition to the AH Quantum.
- 5.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to paragraph 5.1 above.
- 5.3 If Grant Funding is offered or secured subject to conditions that would prevent the RM Developer from complying with any of the obligations in this Schedule the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the RM Development with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.
- 5.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the RM Development, the Developer shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or Commencement of the RM Development notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "**Grant Funded Unit**").
- 5.5 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's administrative area.

6. **GENERAL**

6.1 The Developer hereby covenants with and undertakes to the LPA that the Developer will in respect of Affordable Housing:-

- (a) Subject to paragraphs 6.2 and 7.1, not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity;
- (b) provide that 10% of the Affordable Housing Units in each RM Development across all tenures and unit sizes are accessible or adaptable for wheelchair users and provide details including 1:50 floor plans of the proposed wheelchair accessible dwellings to the LPA for approval prior to Commencement of the RM Development and notify the LPA at least seven (7) months prior to their Completion **PROVIDED THAT** in the event that any such units have not been sold to a wheelchair user by the end of the Developer using reasonable endeavours to sell the units within the seven (7) month marketing period and evidence of the same has been provided and approved by the LPA then the Developer may convert such units to non-wheelchair accessible or adaptable dwellings;
- (c) provide the Affordable Housing Units in accordance with the London Mayor's Housing Supplementary Planning Guidance Housing (March 2016) and the Lifetime Home Standards in place at the date of this Agreement;
- (d) ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to deliver a duly executed Rents and Nominations Agreement to the LPA

6.2 The provisions of this Schedule will not bind:-

- (a) any Chargee **PROVIDED THAT** it has complied with the requirements of paragraphs 6.7 – 6.13 below;
- (b) any Shared Ownership Unit where one hundred per cent of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;
- (c) any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
- (d) any completed Affordable Housing Units where an Affordable Housing Provider sells to a tenant through Help to Buy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or
- (e) any person or body deriving title through or from any of the parties mentioned in paragraphs 6.2(a) to 6.2(d).

6.3 The Developer will procure that the transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Shared Ownership Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.

6.4 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider,

such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question and the Developer shall be released from all such obligations in respect of the Affordable Housing Units transferred.

- 6.5 No Affordable Housing Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with either the London Borough of Tower Hamlets or the London Borough of Hackney (being the local authority in whose area the Affordable Housing Units are located) in respect of the Affordable Housing Units and evidence thereof has been provided to and approved in writing by the LPA.
- 6.6 Unless otherwise agreed in writing by the LPA, no Affordable Housing Unit shall be Occupied before an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and the Affordable Housing Units shall thereafter be Occupied in accordance with the approved Affordable Housing Management Scheme as may be varied from time to time by agreement between the LPA and the relevant Affordable Housing Provider.
- 6.7 In order to benefit from the protection granted by paragraph 6.2, a Chargee must:
- (a) serve a Default Notice on the LPA prior to seeking to dispose of the relevant Affordable Housing Units;
  - (b) when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant Affordable Housing Units; and
  - (c) subject to paragraph 6.12 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 6.9 below.
- 6.8 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the LPA may serve an Intention Notice on the Chargee.
- 6.9 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will grant the LPA (and/or the LPA's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
  - (b) the price for the sale and purchase will be agreed in accordance with paragraph 6.10(b) below or determined in accordance with paragraph 6.11 below;
  - (c) provided that the purchase price has been agreed in accordance with paragraph 6.10(b) below or determined in accordance with paragraph 6.11 below, but subject to paragraph 6.9(d) below, the LPA (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
  - (d) the Option will expire upon the earlier of (i) notification in writing by the LPA (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
  - (e) any other terms agreed between the parties to the Option (acting reasonably).
- 6.10 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the LPA (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the LPA (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
  - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule; and
  - (ii) (unless otherwise agreed in writing between the LPA (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

6.11 On the date falling 10 Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 6.10(b)(i) above:

- (a) the LPA (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the LPA (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 6.10(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;
- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the LPA, the LPA's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

6.12 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

- (b) the LPA (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the LPA (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

6.13 The LPA (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 6.7 to 6.12 above (inclusive).

## 7. **RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS**

7.1 Subject to the terms of this Schedule and any Rents and Nominations Agreement:-

- (a) no Affordable Rented Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Housing Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Housing Unit; and
- (b) no Intermediate Unit provided under the terms of this Schedule shall be Occupied other than as an Intermediate Unit pursuant to a Model Form of Lease save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Intermediate Unit.

## 8. **RM DEVELOPMENT VIABILITY REVIEW**

8.1 Prior to or on submission of a RM Application the Developer shall submit to the LPA for approval a Viability Review in respect of the proposed RM Development confirming the AH Quantum SAVE THAT no Viability Report is required to be submitted in any case where the Developer confirms that the AH Quantum for an RM Development equates to at least 35% for Blue Land and Yellow Land and at least 50% for Green Land and otherwise complies with the requirements of paragraphs 3.3-3.5 of this Schedule.

8.2 Within ten Working Days of receipt of a Viability Review (unless otherwise agreed between the LPA and the Developer), the LPA shall either:-

- (a) confirm in writing to the Developer that it has received a valid Viability Review ("the **Validation Date**"); or
- (b) request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability.

and for the avoidance of doubt nothing in this paragraph 8.2 shall amount to agreement of any of the matters contained in the Viability Review nor preclude the LPA from seeking further relevant information during the course of negotiations provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 8.2(b) above.

8.3 On receipt of any reasonable request for further information, the Developer shall as soon as reasonably practicable and in any case within ten Working Days (or such longer period as may be agreed between the LPA and the Developer) of such request provide to the LPA the information requested whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).

8.4 The Developer acknowledges that during the course of negotiations pursuant to paragraph 9 below, the LPA or its surveyor shall be entitled to seek such further information as either deems relevant or reasonable to settling the Viability Review and/or the Affordable Quantum with which the Developer shall comply as outlined in paragraph 8.3 above using reasonable endeavours save that the Validation Date shall not be deemed to change on receipt of any further information.

## 9. REVIEW OF VIABILITY REVIEW

9.1 The LPA shall be entitled to:-

- (a) recover from the Developer its reasonable and properly incurred internal costs (including officer time) incurred pursuant to this Schedule 1; and
- (b) instruct external surveyors to act on its behalf to review and assess the Viability Review and recover from Developer the LPA's reasonable and properly incurred costs of that review and subsequent advice to the LPA;

PROVIDED THAT the costs shall be capped at £15,000 and the Developer shall pay such costs within 10 Working Days of written demand and receipt from the LPA of evidence that such costs have been incurred.

9.2 For a period not exceeding 2 (two) calendar months commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA (or its surveyor) both acting reasonably and in good faith may review and seek to agree:-

- (a) the Viability Review;
- (b) the AH Quantum; and
- (c) shall give effect to any such agreement in a Memorandum

9.3 Within 3 (three) calendar months of the Validation Date, the LPA shall confirm in writing that either:-

- (a) it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non Acceptance Notice**"); or
- (b) it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Developer and the LPA, and the AH Quantum is agreed by way of a completed Memorandum ("**Acceptance Notice**").

9.4 Whilst seeking to agree the matters at 9.2 each party shall respond to any request for information and/or request for approval promptly and in any event within 10 (ten) Working Days of the relevant request.

## 10. AH QUANTUM DELIVERY

10.1 The Developer covenants to provide the AH Quantum agreed pursuant to paragraph 9 above or pursuant to the Decision in accordance with:

- (a) the Tenure Plan approved pursuant to paragraph 3.6 above;

- (b) the triggers set out in paragraphs 3.7 and 3.8 above or such other timetable as is agreed with the LPA; and
- (c) the obligations and covenants on the part of the Developer in relation to Affordable Housing Units in this Schedule.

10.2 The Developer shall not Commence the RM Development until:-

- (a) the LPA or the Specialist has confirmed in writing that the Viability Review is accepted; or
- (b) if the matter has been referred to the Specialist by either Party the Specialist has issued his Decision including the AH Quantum and the same has been documented by way of Memorandum.

10.3 In the event that the AH Quantum agreed pursuant to paragraph 9.3 of this schedule or determined pursuant to paragraph 13.5 of this schedule is less than the AH Minimum for the RM Development the Developer shall nonetheless satisfy the obligation in paragraph 3.1 of this Schedule SAVE THAT where a Developer has previously agreed an AH Quantum of more than the AH Minimum in respect of another RM Development provided it has already entered into a Memorandum to confirm the same in respect of the earlier and RM Development it shall provide the Minimum Aggregate AH Quantum in accordance with the triggers in paragraphs 3.7 and 3.8 applied in aggregate to the relevant RM Developments and for the purposes of this paragraph only reference to the "Developer" shall be to either the same legal entity or to any two legal entities which are in whole or part under the same ownership or control.

#### 11. **EXPIRY OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME**

11.1 If a Viability Review Expires without the LPA and the Developer having agreed or the Specialist having determined the issue of the AH Quantum or Deferred Affordable Housing, then the Developer shall within 1 (one) calendar month of the Expiry Date:

- (a) submit to the LPA (or the Specialist as the case may be) an up to date Viability Review; and;
- (b) immediately cease to dispose off-plan of any Residential Units

whereupon the provisions of paragraphs 8.2-8.4, 9.1-9.4, 10.1-10.3 and 13.1-13.6 of this schedule shall apply to any subsequent Viability Review(s), AH Quantum or Deferred Affordable Housing.

#### 12. **DELAYED IMPLEMENTATION REVIEW**

12.1 Upon the occurrence of Substantial Commencement within 30 (thirty) months of the date of grant of the RM Approval the Developer shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the RM Site at all reasonable times for the purposes of inspecting the RM Site and verifying Substantial Commencement.

12.2 If the RM Development has not been Substantially Commenced within 30 (thirty) months of the date of the RM Approval the Developer shall prior to Substantial Commencement or as the case may be prior to undertaking any further development work which would constitute Substantial Commencement:

- (a) submit to the LPA a Delayed Implementation Review which shall be accompanied by:-
  - (i) either:-
    - (1) the Relevant Report; and/or
    - (2) a Deferred Affordable Housing Scheme;

- (ii) the Construction Contract; and
- (iii) an Unconditional Obligation Certificate

(together known as the "**Contract Documents**").

(b) immediately cease to dispose off-plan of any Residential Units.

12.3 If no Deferred Affordable Housing Scheme is submitted with the Delayed Implementation Review, the Delayed Implementation Review shall be accompanied by:-

- (a) the Relevant Report which shall include the Developer's justification (financial and/or otherwise) as to why no Deferred Affordable Housing Units can be provided as part of the RM Development; and
- (b) a Deferred Affordable Housing Payment proposal in the event that the Delayed Implementation Review demonstrates that a Deferred Affordable Housing Payment can be made.

12.4 The Delayed Implementation Review shall be carried out in accordance with the provisions of paragraphs 8.2-8.4, 9.1-9.4, 10.1-10.3 and 13.1-13.6 of this schedule as if all references therein to Viability Review were to the Delayed Implementation Review save that:

- (a) Deferred Affordable Housing =  $((A - B) - (C - D)) - P$

PROVIDED ALWAYS THAT the Deferred Affordable Housing shall not exceed the Cap

where

A = Updated GDV

B = Original GDV

C = Updated Build Costs

D = Original Build Costs

$P = (A - B) \times Y$

Y = Target Return (%)

And in each case A and C shall be determined as part of the Delayed Implementation Review; and

- (b) Where Deferred Affordable Housing Units are to be provided the tenure shall be calculated as follows:

Additional Affordable Rented Housing Units =  $(E \div (G - H)) \div I$

Additional Intermediate Units =  $F \div (G - J)$

where

E = Amount of Deferred Affordable Housing Contribution to be used to provide Affordable Rented Housing

F = Amount of Deferred Affordable Housing Contribution to be used to provide Intermediate Housing.

G = Average Open Market housing values per square meter.

H = Average housing values per square for Social Rented Housing or Affordable Rented Housing.

I = Average Habitable Room Size for RM Development.

J = Average housing values per square meter for Intermediate Housing

And in each case G, H and I are to be determined as part of the Delayed Implementation Review.

- 12.5 The Developer shall not Substantially Commence the RM Development or otherwise cause or permit Substantial Commencement of the RM Development until the LPA has received and approved a valid Delayed Implementation Review and any further or revised Deferred Affordable Housing shall be agreed by way of a fresh Memorandum.
- 12.6 The LPA shall not be required to approve any Delayed Implementation Review which proposes the payment of a Deferred Affordable Housing Payment in lieu of provision of Deferred Affordable Housing Units unless the Developer has demonstrated to the reasonable satisfaction of the LPA that it is not reasonably practicable (which shall include for financial reasons) to provide a greater number of Deferred Affordable Housing Units as part of the RM Development and FOR THE AVOIDANCE OF DOUBT in all cases priority shall be given to the provision of Deferred Affordable Housing Units instead of payment of a Deferred Affordable Housing Payment.
- 12.7 This paragraph 12 shall not apply in respect of any RM Development where the AH Amount achieves the AH Max.
13. **REFERRAL TO A SPECIALIST**
- 13.1 In the event that pursuant to the application of paragraph 12.3 above to the Delayed Implementation Review, the Developer and the LPA have not agreed the Delayed Implementation Review and/or AH Quantum either Party shall be entitled to refer the matter to the Specialist for determination and each shall use reasonable endeavours to do so within 1 (one) calendar month of the date the Non Acceptance Notice or the expiration of the 3 (three) calendar months in the case that the LPA fails to provide confirmation pursuant to paragraph 12.3 (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".
- 13.2 Unless otherwise agreed between the LPA and the Developer or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Delayed Implementation Review and AH Quantum ("**Representations Period**").
- 13.3 In addition to the matters specified in paragraph 13.2, in making his determination the Specialist shall have regard to:-
- (a) all relevant material submitted to him by the LPA and the Developer;
  - (b) such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;
  - (c) the provisions of this Agreement and this Schedule.
- 13.4 The Specialist shall be instructed to make a determination within 20 (twenty) Working Days from the Referral Date or such longer period as is agreed by the parties.
- 13.5 Unless otherwise agreed by the LPA and the Developer or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that the AH Quantum

should exceed the minimum quantum of Affordable Housing Units pursuant to paragraph 3.1 of this Schedule (the "**Decision**") the LPA and the Developer shall thereafter incorporate that Decision in a completed Memorandum in accordance with paragraph 16 below.

- 13.6 The costs of the Specialist shall be split equally between the LPA and the Developer SAVE THAT where the LPA has failed to confirm its conclusions pursuant to paragraph 12.3 within the 3 (three) month period specified therein the costs of the Specialist shall be borne by the LPA.

14. **INTERRUPTIONS TO THE PROGRAMME**

In respect of any RM Development for which the AH Quantum is less than 35% (thirty five) and subject to Force Majeure if at any time following Commencement no construction works at the RM Development have taken place for a period exceeding three (3) consecutive calendar months, the Developer shall submit to the LPA a Delayed Implementation Review prior to re commencement of works on the RM Development, immediately cease to dispose off-plan of any Residential Units and the provisions of paragraphs 8.2-8.4, 9.1-9.4, 10.1-10.3, 11, 12 and 13.1-13.6 of this Schedule shall apply to such Delayed Implementation Review.

15. **FINAL REVIEW**

- 15.1 This paragraph 15 shall apply in respect of any RM Development for which the AH Amount is less than the AH Max which FOR THE AVOIDANCE OF DOUBT includes such AH Amount following an earlier Viability Review or Delayed Implementation Review but (save in the case of Green Land) excluding any Affordable Housing funded solely through Grant Funding.

- 15.2 Following the Sale of 75% of the Private Residential Units forming part of the RM Development the Developer shall submit the Final Viability Review to the LPA.

- 15.3 The Final Viability Review shall be carried out in accordance with the provisions of paragraphs 8.2 - 8.4, 9.1 - 9.4, 13.1 - 13.6 and 10.1 - 10.3 of this schedule as if all references therein to Viability Review or Delayed Implementation Review were to the Final Viability Review save that:

$$\text{Deferred Affordable Housing Payment} = ((A + B - C) - (D + E - F) - P) \times 0.6$$

Where:

A = Updated GDV for that part of the RM Development Sold

B = An estimate of the GDV for those parts of the RM Development which are still to be Sold

C = Original GDV

D = Updated Build Costs for that part of the RM Development constructed

E = An estimate of the Build Costs for those parts of the RM Development which are still to be constructed

F = Original Build Costs.

P = (A+B -C) x Y

Y = Target Return (%)

PROVIDED ALWAYS THAT the Deferred Affordable Housing shall not exceed the Cap.

- 15.4 The Developer shall not permit the Occupation of any more than 80% of the Private Residential Units until the LPA has received and approved a valid Final Viability Review and the Developer has paid the Deferred Affordable Housing Payment as determined as a result of the Final Viability Review.

16. **MEMORANDUM**

16.1 Within 15 (fifteen) Working Days of the LPA and the Developer agreeing the AH Amount pursuant to any review (or the Specialist determining by issuing his Decision), the Developer and the LPA shall record the AH Amount by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

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

*"The Parties have agreed the details of the [AH Amount/Deferred Affordable Housing Scheme/Deferred Affordable Housing Payment] by way of a signed Memorandum between the LPA and the Developer dated 20 ".*

16.3 Upon completion of a Memorandum, this Deed shall be construed such that:-

- (a) the number of Affordable Housing Units set out in the AH Amount shall be included within the definition of Affordable Housing Units; and
- (b) the number of Private Residential Units shall be reduced by the corresponding number of Affordable Housing Units detailed in the AH Amount;
- (c) the obligations in this Schedule shall apply to the additional Affordable Housing Units to be provided within the Development in accordance with the AH Amount and shall be construed such that any reference to "Affordable Housing Units" shall include the corresponding number of units to be provided within the RM Development;
- (d) in the case of a Deferred Affordable Housing Payment becoming payable the payment will be due in accordance with the terms of the Memorandum.

## SCHEDULE 2

### EMPLOYMENT SCHEDULE

#### 1. DEFINITIONS

**"Affordability Report"** means a report which:

- (a) confirms (with evidence) that the relevant Workspace Provider will pay to the Developer no more than the Affordable Rent together with any reasonable and appropriately evidenced Service Charge;
- (b) confirms details of the following as payable by the End User (i) the Affordable Rent; (ii) the basis of calculating any Service Charge; and (iii) any management fee payable to the Workspace Provider; and in each case the cost must be reasonable and supported by evidence; and
- (c) demonstrates how the rent payable by the End User will be monitored and reviewed;

**"Affordable Rent"** means £8.00 per square foot (Indexed from April 2016) (excluding Service Charge) subject to review to reflect changes in the Index of Retail Prices no more than once in every three years;

**"Design and Marketing Strategy"** means a written strategy in respect of the Workspace in a RM Development:

- (a) identifying:
  - the Workspace Provider; and
- (b) in the case of Low Cost Workspace,
  - (i) how the Workspace has been and will be designed, (including demonstrating compliance with the Design Code) with provision for a range of low-cost End Users (including as appropriate studio space, small units, desk-spaces, co-working spaces, markets, artists, start-ups, and freelance workers); and
  - (ii) demonstrating how the Low Cost Workspace will be marketed and let to small local companies and businesses and thereafter managed; and
  - (iii) demonstrating how in respect of the Low Cost Workspace priority will be given to using Local Workspace Providers;
  - (iv) providing details of any workspace and/or community engagement strategy which will be introduced in respect of the relevant Low Cost Workspace

<b>"End User"</b>	means the the occupational tenant or tenants of any Workspace or part thereof;
<b>"Employment Floorspace"</b>	means floorspace forming part of the Development to be used for uses within use classes A, B and D of the Use Classes Order;
<b>"Frontage Scheme"</b>	means a scheme demonstrating how the frontage of any vacant Workspace will be treated in order to ensure the appearance of an active and attractive frontage;
<b>"Local Labour and Business Schemes"</b>	means an established careers development programme run or supported by the LLDC, Growth Boroughs, or partner organisations.
<b>"Local Labour Monitoring Report"</b>	<p>means a report detailing for the previous calendar year how each relevant RM Development has met the Local Labour and Local Business obligations at paragraph 4 below during the construction period including but not limited to:-</p> <ul style="list-style-type: none"> <li>(a) the number of job vacancies arising from the RM Development which have been advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;</li> <li>(b) the number of job vacancies arising from the RM Development which have been filled pursuant to the advertisements in Local Labour and Business Schemes and job centres in the Growth Boroughs;</li> <li>(c) the percentage of construction jobs filled by persons living in the Growth Boroughs; and</li> <li>(d) confirmation that the London Living Wage is promoted for all construction jobs;</li> </ul>
<b>"Local Workspace Provider"</b>	means the Workspace Providers who operate in the locality of the Development as listed in the London Borough of Hackney's list of approved Workspace Providers or such other Workspace Provider approved by the LPA as satisfying the relevant requirements set out in the Design and Marketing Strategy;
<b>"London Living Wage"</b>	means the minimum amount (currently £10.55) of pay per hour that all workers in London should receive, as published from time to time by the GLA;
<b>"Low Cost Workspace"</b>	means B1(c) Space provided to a Workspace Provider at an Affordable Rent in accordance with the terms of this Schedule and provided in accordance with the terms of an approved Design and Marketing Strategy and the Affordability Report;
<b>"Low Cost Workspace Nominations"</b>	means a written legally binding agreement between two Developers of RM Developments in which an Over-provider nominates a Recipient and identifies the amount of Low Cost Workspace to be provided by the Over-provider for the

<b>"Agreement"</b>	benefit of the Recipient;
<b>"Low Cost Workspace Plan"</b>	means a plan showing the location of the Low Cost Workspace within the RM Development;
<b>"Occupier"</b>	means the person or entity in physical occupation of the relevant building and carrying out an operation therein and shall not include an entity with an interest in a building that is not in physical occupation;
<b>"Over-provider"</b>	means the Developer of an Over-provider Development;
<b>"Over-provider Development"</b>	means an identified RM Developer which will provide more Low Cost Workspace than is required to satisfy its obligations at paragraphs 2.2 and 2.3 of this Schedule;
<b>"Previous Tenants"</b>	means any individual or organisation who was the final lawful occupant of any existing units within a relevant Plot under a tenancy, licence or other occupancy arrangement under which it committed no material breach;
<b>"Recipient"</b>	means a Plot or RM Development which will not have to provide the full amount of Low Cost Workspace otherwise required by paragraphs 2.2 and 2.3 in reliance on Low Cost Workspace to be provided by an Over-provider Development;
<b>"Relocation Strategy"</b>	means a strategy prepared in accordance with paragraph 3 of this Schedule;
<b>"Revised Design and Marketing Strategy"</b>	means a marketing strategy submitted in accordance with paragraphs 2.16 of this Schedule which shall still be in accordance with the principles of the Design and Marketing Strategy but shall include new proposals and measures which seek to achieve 100% occupancy of the Workspace and which shall include the details of reporting and review of the strategy following its approval;
<b>"Service Charge"</b>	means the reasonable costs to the owner of servicing and operating a property for the Occupiers save that the following items are excluded: <ul style="list-style-type: none"><li>(a) any initial costs (excluding the cost of constructing to Shell and Core but including the cost of leasing of equipment) incurred in relation to the original design and construction of the fabric, plant or equipment;</li><li>(b) any setting up costs, including costs of fitting out and equipping any on-site management offices that are reasonably considered part of the original development cost of the property;</li><li>(c) any improvement costs above the costs of normal maintenance, repair or replacement;</li><li>(d) future redevelopment costs;</li></ul>

- (e) such costs that are matters between the owner and an individual Occupier, which are:
  - (i) enforcement of covenants and collection of rents;
  - (ii) costs of letting units;
  - (iii) consents for assignments;
  - (iv) subletting;
  - (v) alterations;
  - (vi) rent reviews;
  - (vii) additional opening hours;
- (f) any costs arising out of the failure or negligence of the manager or owner;
- (g) business rates set by central Government (and excluding any rate or levy imposed by private treaty) and utilities costs;

**"Updated Relocation Strategy"**

means an updated relocation strategy submitted in accordance with paragraph 3.3 of this Schedule which shall detail the efforts made and all successful relocations of existing and/Previous Tenants under the Relocation Strategy and shall further include new proposals and measures which seek to accommodate and/or relocate as many existing/Previous Tenants as is practicable in accordance with the principles of the Relocation Strategy and paragraph 3.2 of this Schedule;

**"Use Classes Order"**

means the Town and Country Planning (Use Classes Order 1987 (as amended) as in force at the date of this Agreement;

**"Workspace"**

means the the minimum area within each RM Development to be used as B Space (including Low Cost Workspace where relevant) as authorised by the Planning Permission and shown at Appendix A to the Development Specification Framework;

**"Workspace Confirmation"**

means a report or letter confirming:

- (a) the use of the Low Cost Workspace including all End Users, together with numbers of employees and details of the sector in which they operate;
- (b) the rent and Service Charge and any management fees paid by End Users in respect of the Low Cost Workspace in the previous year;
- (c) the rent and estimated Service Charge and management fees to be paid by the End Users in respect of the Low Cost Workspace in the forthcoming year;
- (d) details of the occupancy for the Low Cost Workspace for the previous year; and
- (e) details of any workspace and/or community engagement strategy in place at that time in respect of the relevant Low Cost

Workspace;

**"Workspace Provider"** means providers of Workspace who manage flexible, affordable space for new start-ups, studios, makerspace or artists as well as for micro, small and medium businesses to become established and grow, including Local Workspace Providers and shall include any entity approved by the LPA as satisfying the relevant requirements of the Design and Marketing Strategy;

2. **WORKSPACE**

2.1 Prior to Commencement of each relevant RM Development the Developer shall submit and obtain the LPA's approval to the Low Cost Workspace Plan and thereafter provide the Low Cost Workspace in accordance with the approved Low Cost Workspace Plan or agreed variations thereto.

2.2 Subject to paragraph 2.4 each Plot specified in the table at 2.3 shall provide and retain at all times at least the amount of Low Cost Workspace specified in the table at 2.3 and the Low Cost Workspace provided shall be retained as Low Cost Workspace in perpetuity.

2.3

Plot	Amount of Low Cost Workspace (m <sup>2</sup> )
D	555
E/F	531
G/H/I	1007
J	781
N	3022
Ex 05	761
Ex 06	1782

2.4 The Low Cost Workspace shall only be provided in the Plot specified above and there shall be no transfer of Low Cost Workspace across or between Plots, SAVE THAT:

- (a) where a single RM Development is submitted for multiple Plots, the relevant Low Cost Workspace requirement can be satisfied anywhere within that RM Development; or
- (b) when an Over-provider has entered into a Low Cost Workspace Nominations Agreement identifying a Recipient on or before the date of the Over-provider Development's RM Approval the amount of Low Cost Workspace the Recipient is required to provide shall be reduced by up to the amount of the overprovision of Low Cost Workspace by the Over-provider.

2.5 No Residential Units forming part of a RM Development shall be Occupied until all of the Workspace in that RM Development has been constructed to Shell and Core.

2.6 Where a Recipient is relying on a Low Cost Workspace Nominations Agreement to satisfy part of its obligations at paragraph 2.2 and 2.3 no Residential Units forming part of the RM Development shall be occupied until all of the Low Cost Workspace in the relevant Over-provider Development has been constructed to Shell and Core.

- 2.7 Any Workspace Provider taking an interest in Low Cost Workspace can be required to pay both the Affordable Rent and any Service Charge.
- 2.8 Prior to Commencement of any RM Development which includes Workspace a Design and Marketing Strategy shall be submitted to the LPA for approval and any such RM Development shall not Commence until the Design and Marketing Strategy has been approved by the LPA. The RM Development and the Developer and any Workspace Provider shall thereafter comply with the approved Design and Marketing Strategy at all times.
- 2.9 Prior to Occupation of the Low Cost Workspace in any RM Development which includes Low Cost Workspace an Affordability Report Low Cost Workspace shall be submitted to and approved by the LPA. The relevant Low Cost Workspace shall not be Occupied until the details submitted pursuant to this paragraph have been approved by the LPA. The RM Development and the Developer and any Workspace Provider shall thereafter comply with the approved Affordability Report at all times.
- 2.10 The Developer shall at least every six months from the date of the first Occupation of any part of a relevant RM Development until the date on which all Workspace in that RM Development is Occupied:
- (a) provide the LPA with details of:
    - (i) the lettings of all Workspace within the RM Development; and
    - (ii) any vacancies within the Workspace within the RM Development; and
  - (b) submit to the LPA for approval a report detailing the effectiveness of the Design and Marketing Strategy and any proposed amendments thereto.
- 2.11 The Developer shall implement the approved Design and Marketing Strategy (as may be amended in accordance with paragraph 2.10 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.
- 2.12 In the event that any of the Workspace within an RM Development is vacant for more than two months at any time after the obligations in paragraphs 2.10 and 2.11 have otherwise ceased to apply those obligations shall become binding again as if the reference to "the date of first Occupation of any part of the relevant RM Development" was to "the date upon which the relevant Workspace became vacant".
- 2.13 In the event that any of the Workspace is vacant at the date of first Occupation of the Residential Units within the same RM Development the Developer shall submit a Frontage Scheme to the LPA for approval prior to Occupation of those Residential Units and shall thereafter comply with the approved Frontage Scheme (including any approved variations thereof) in respect of all vacant Workspace within the RM Development.
- 2.14 In the event that any of the Workspace within an RM Development is vacant for a period of twelve months the Developer shall:
- (a) notify the LPA in writing within 7 days;
  - (b) thereafter actively market and make the relevant Workspace available as Low Cost Workspace for a period not less than 12 months; and
  - (c) the obligations in paragraphs 2.10 and 2.11 shall remain binding save that reference to "six months" in paragraph 2.10 shall be read as if the reference was to "three months".

- 2.15 In the event that any of the Low Cost Workspace is vacant for a period of three months at any time after the obligations in paragraphs 2.8 and 2.9 have otherwise ceased to apply the Developer shall:
- (a) notify the LPA in writing within 7 days; and
  - (b) the obligations in paragraphs 2.10 and 2.11 shall become binding again as if the reference to "the date of first Occupation of any part of the relevant RM Development" was to "the date upon which the relevant Low Cost Workspace has been vacant for a period of no more than three months" and save that reference to "six months" in paragraph 2.10 shall be read as if the reference was to "three months".
- 2.16 In the event that 25% or more of the total Workspace within an RM Development is vacant for a period of 6 months the Developer shall submit the Revised Design and Marketing Strategy to the LPA for approval and shall thereafter comply with the approved Revised Design and Marketing Strategy at all times.
- 2.17 The Developer shall submit a Workspace Confirmation in respect of an RM Development on an annual basis from and including on the date of First Occupation of any Low Cost Workspace within that RM Development.

### 3. **RELOCATION STRATEGY**

- 3.1 Any RM Application which includes Employment Floorspace shall be accompanied by a Relocation Strategy for approval by the LPA in consultation with the Council and the Developer shall implement the strategy as approved.
- 3.2 Each Relocation Strategy shall address or include the following so far as relevant to that RM Application:
- (a) Which existing tenants and/or Previous Tenants within the relevant Plot could be accommodated within the relevant RM Development based on their current requirements in terms of size of unit, access arrangements and any other tenant specific requirements, including retaining existing tenants within their current premises where the building is to be retained;
  - (b) Which existing tenants and/or Previous Tenants with the relevant Plot could be accommodated within the relevant RM Development based on their future aspirational requirements in terms of size of unit, access arrangements and any other tenant specific requirements;
  - (c) A strategy to enable those existing tenants who wish to remain in occupation in or around the Site to have a right of renewal of their existing lease or first refusal in respect of new leases for units that could meet either the tenants' current and/or future requirements subject to appropriate exclusions where the tenant's current or future use or requirements would be incompatible with the proposed uses within the RM Development and/or the tenant has breached the terms of its previous lease;
  - (d) A strategy for allowing Previous Tenants a right of first refusal in respect of new leases for units that could meet their requirements subject to appropriate exclusions where those requirements would be incompatible with the proposed uses within the RM Development;
  - (e) Where the existing tenant occupies Workspace, a strategy to prioritise its retention;
  - (f) The strategy for keeping all existing tenants and Previous Tenants informed of the build progress and the likely date when the relevant premises will be available for occupation; and
  - (g) A strategy for identifying any interim options available to tenants proposing to remain during the construction period, such as temporary accommodation.

- 3.3 Prior to Commencement of each relevant RM Development the Developer shall submit the Updated Relocation Strategy for approval by the LPA and shall implement the strategy as approved.
- 3.4 No relevant RM Development shall Commence unless the relevant Relocation and Update Relocation Strategies have been approved.
4. **LOCAL LABOUR AND LOCAL BUSINESS**
- 4.1 In respect of each RM Development the Developer shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to ensure that in respect of each RM Development:
- (a) all job vacancies arising from the RM Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
  - (b) Local Labour and Business Schemes are notified of all job vacancies arising from the RM Development;
  - (c) the recruitment of persons living in the Growth Boroughs accounts for 28% of the construction jobs arising from the RM Development;
  - (d) the recruitment of persons living in the Growth Boroughs accounts for a total of between 25% and 85% of the end-use jobs in the RM Development;
  - (e) the London Living Wage is promoted for all construction jobs at the RM Development;
  - (f) the London Living Wage is promoted for all End User jobs at the RM Development; and
  - (g) work-based learning opportunities are provided at the RM Development, including not less than 1 new and local apprenticeship opportunity per £3 million in construction costs during the construction of the RM Development.
- 4.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:
- (a) use Reasonable Endeavours to ensure that businesses located in the Growth Boroughs benefit directly from the commercial opportunities arising from the RM Development;
  - (b) use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the RM Development are supplied by businesses located within the Growth Boroughs; and
  - (c) provide local agencies with early information relating to availability of vacant space within the RM Development.
- 4.3 The Developer shall within one month of the first anniversary of the Commencement of each RM Development and annually thereafter submit to the LPA for Approval the Local Labour Monitoring Report.
- 4.4 The Developer shall thereafter continue to submit a Local Labour Monitoring Report to the LPA for approval on an annual basis throughout the entirety of the Construction Period of each RM Development.

### SCHEDULE 3

#### TRANSPORT AND HIGHWAYS

##### 1. DEFINITIONS

<b>"Bus Infrastructure"</b>	means bus stops and bus shelters to serve scheduled bus services controlled by TfL;
<b>"Bus Service Contributions"</b>	means the financial contribution as specified at paragraph 2.2 to be paid by the Developer to the LPA to be spent on the Enhanced Service;
<b>"Enhanced Service"</b>	means a Sponsored Route Agreement in respect of an enhanced bus service to directly serve the Development;
<b>"Highway Contribution"</b>	means the financial contribution as specified at paragraph 5.2 to be paid by the Developer to the LPA to be spent on Highway Improvements;
<b>"Highway Improvements"</b>	means the renewal and upgrade of the highways shown within the area hatched red on Plan 6;
<b>"Highways Agreement"</b>	means an agreement entered into pursuant to S38 and/or S278 of the Highways Act 1980 between the Developer and the relevant Highway Authority(s) in consultation with TfL;
<b>"Improvement Period"</b>	means the period of 24 months from the date on which the LPA notifies the relevant Highway Authority that it shall pay some or all of the Highways Contributions to that Highway Authority;
<b>"Midilith Contribution"</b>	means a financial contribution of £12,200 to be spent by TfL on the provision of the Midiliths;
<b>"Midiliths"</b>	means two wayfinding midiliths to be provided one at each end of the North/South Route;

##### 2. BUS SERVICE CONTRIBUTION

2.1 Prior to the Occupation of more than 50% of the Residential Units in a RM Development the Developer shall:

- (a) pay to the LPA the Bus Service Contribution specified for that RM Development in accordance paragraph 2.2; and
- (b) notify TfL that the Bus Service Contribution has been paid; and
- (c) provide the LPA with evidence that TfL have been notified in accordance with 2.1(b);

and shall not Occupy more than 50% of the Residential Units in a RM Development until the specified amount has been paid save that, for the avoidance of doubt, where a RM Development relates to a Plot that is not referred to at paragraph 2.2, it shall not be bound by this obligation.

2.2

<b>Plot</b>	<b>Bus Service Contribution</b>
A	£22,000
B	£23,000
C	£17,000
D	£29,000
E/F	£41,000
G/H/I	£51,000
N	£58,000
J	£22,000
K1	£13,000
K2	£43,000
L/M	£56,000

2.3 The LPA shall pay all Bus Service Contributions received by it to TfL upon receipt of:

- (a) evidence from TfL that the Enhanced Service has been procured; and
- (b) a legally binding commitment from TfL to only spend the Bus Service Contributions on the provision of the Enhanced Service provided that the Bus Service Contributions can be spent on costs incurred in respect of the Enhanced Service prior to receipt by TfL of the Bus Service Contributions; and
- (c) a legally binding commitment from TfL to repay any part of the Bus Service Contributions not spent by 31 December 2030 to the persons who have paid those contributions on a pro-rata basis notwithstanding that those persons may no longer have an interest in the Site.

and shall pay all Bus Service Contributions received at any later time to TfL upon receipt of the same.

2.4 In the event that TfL has not provided to the LPA the details required pursuant to paragraphs 2.3(a) to 2.3(c) of this Schedule by 31 December 2030 then the obligations in paragraph 2.1 shall no longer apply and all Bus Service Contributions which have by that time been paid to the LPA shall be repaid to the person who made the payment notwithstanding that that person may no longer have an interest in the Site.

2.5 In the event that a RM Application only relates to part of a Plot then the value of the Bus Service Contribution payable shall be reduced pro-rata to reflect the percentage the total residential

floorspace in the relevant RM Development equates to, when compared to the total residential floorspace permitted for that Plot by the Planning Permission as follows:

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

Where: A = the Bus Service Contribution payable;

B = the relevant figure specified in the table at paragraph 2.2;

C = the amount of residential floorspace for that Plot within the proposed RM Development; and

D = the total amount of residential floorspace permitted by the Planning Permission for the entire relevant Plot.

### 3. **BUS INFRASTRUCTURE**

3.1 In the event that any Bus Infrastructure is required to be relocated as part of any RM Development than the relevant RM Development shall not Commence until the Developer has entered into a Highways Agreement to secure the necessary works.

### 4. **WAYFINDING**

4.1 Prior to Commencement of Plot E/F the Developer shall pay the Midlith Contribution to the LPA and shall not Commence Development on Plot E/F until the Midlith Contribution has been paid.

4.2 The LPA shall pay the Midlith Contribution to TfL and/or any Highway Authority with responsibility for delivering the Midliths (as appropriate) upon receipt of:

(a) a legally binding commitment from TfL or the Highway Authority to only spend the Midlith Contribution on provision of the Midliths in locations it has previously agreed with the LPA and the Developer; and

(b) a legally binding commitment from TfL or the Highway Authority to repay any part of the Midlith Contribution not spent within 10 years of the date it was first paid to the person who made the payment notwithstanding that that person may no longer have an interest in the Site.

4.3 In the event that TfL or the Highway Authority has not provided to the LPA the details required pursuant to paragraphs 4.2(a) and 4.2(b) of this Schedule within 10 years of the date that the Midlith Contribution was first paid then the obligations in paragraph 4.1 shall no longer apply and the Midlith Contribution remaining unspent shall be repaid to the person who made the payment notwithstanding that that person may no longer have an interest in the Site.

### 5. **HIGHWAY ENHANCEMENTS**

5.1 Prior to Occupation of more than 75% of the Floorspace in a RM Development the Developer shall pay to the LPA the Highway Contributions specified for that RM Development in accordance with paragraph 5.2 and shall not Occupy more than 75% of the Floorspace within the RM Development until the relevant payment at paragraph 5.2 has first been paid.

5.2

Plot	Highway Contribution	Recipient
A	£64,858	LBH
B	£58,031	LBH
C	£42,670	LBH
D	£61,444	LBH
E/F	£88,753	LBH
G/H/I	£129,716	LBH
J	£44,376	LBTH
K	£68,270	LBTH
L/M	£148,490	LBTH
N	£73,392	LBH

5.3 The LPA shall pay all Highway Contributions received by it and due to LBTH in accordance with the table at 5.2 to LBTH immediately upon receipt PROVIDED it has first received:

- (a) at least £195,852 in Highway Contributions payable to LBTH;
- (b) a strategy from LBTH demonstrating the commencement of the relevant Highway Improvements within the Improvement Period and completion of the relevant Highway Improvements within five years of commencement of those works; and
- (c) a legally binding commitment from LBTH to repay all sums received if the relevant Highway Improvements are either not commenced within the Improvement Period or are not completed by LBTH within five years of commencement of the Highway Improvements PROVIDED THAT if further Highways Contributions payable to LBTH are received during that time the five year period shall start from the date that the latest Highway Contribution is received; and
- (d) a legally binding commitment from LBTH to repay any part of the Highways Contribution not spent by 31 December 2032 to the persons who have paid those contributions on a pro-rata basis notwithstanding that those persons may no longer have an interest in the site.

SAVE THAT In the event that the LPA has not received £195,852 in Highways Contributions payable to LBTH by 31 December 2027 the requirement to satisfy 5.3(a) shall cease to apply.

5.4 The LPA shall pay all Highway Contributions received by it and due to LBH in accordance with the table at 5.2 to LBH immediately upon receipt PROVIDED it has first received:

- (a) at least £389,148 in Highway Contributions payable to LBH;

- (b) a strategy from LBH demonstrating the commencement of the relevant Highway Improvements within the Improvement Period and completion of the relevant Highway Improvements within five years of commencement;
- (c) a legally binding commitment from LBH to repay all sums received if the relevant Highway Improvements are either not commenced within the Improvement Period or are not completed by LBH within five years of commencement of the relevant Highway Improvements PROVIDED THAT if further Highways Contributions payable to LBH are received during that time the five year period shall start from the date that the latest Highway Contribution is received; and
- (d) a legally binding commitment from LBH to repay any part of the Highways Contribution not spent by 31 December 2032 to the persons who have paid those contributions on a pro-rata basis notwithstanding that those persons may no longer have an interest in the site.

SAVE THAT In the event that the LPA has not received £389,148 in Highways Contributions payable to LBH by 31 December 2027 the requirement to satisfy 5.4(a) shall cease to apply.

- 5.5 In the event that the Highway Authorities have not commenced or completed (as appropriate) the Highway Improvements within the periods specified at 5.3(c) and/or 5.4(c) above the LPA shall repay the balance of any Highway Contributions received by it (and not expended and/or committed by LBH and/or LBTH) to the person who made the payment notwithstanding that that person may no longer have an interest in the Land.
- 5.6 In the event that a RM Application only relates to part of a Plot then the value of the Highway Contribution payable shall be reduced pro-rata to reflect the percentage the total floorspace in the relevant RM Development equates to when compared to the total floorspace permitted for that Plot by the Planning Permission as follows:

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

Where: A = the Highway Contribution payable;

B = the relevant figure specified in the table at paragraph 5.2;

C = the amount of floorspace in that plot within the proposed RM Development; and

D = the total amount of floorspace permitted by the Planning Permission for the entire relevant Plot.

## SCHEDULE 4

### OPEN SPACE AND PLAY SPACE

#### 1. DEFINITIONS

<b>"Area A"</b>	means the area of land identified as Area A on Plan 7;
<b>"Area B Estimation Payment"</b>	means the amount of £228,500 (Indexed) estimated as being the total cost of carrying out and Completing the Permanent Area B Works
<b>"Area B"</b>	means the area of land identified as Area B on Plan 7;
<b>"Balancing Payment"</b>	means the sum which is the difference between the total cost incurred in the designing and construction of the Permanent Area B Works as evidenced in the Final Account Statement and the Area B Estimation Payment
<b>"Common Areas"</b>	means within each RM Development:-  (a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the local highways authority pursuant to its powers under the 1980 Act and  (b) all areas which are used in common by Occupiers of the RM Development including the Play Areas
<b>"Estate Management Strategy"</b>	means an estate management strategy in respect of each RM Development submitted and approved pursuant to paragraphs 5.1 and 5.2 below
<b>"Final Account Statement"</b>	means the final account statement prepared once the Permanent Area B Works have been Completed and which confirm the total costs of the Permanent Area B Works
<b>"Final Units"</b>	means the final 25 Residential Units within the Plot N Development to be Occupied
<b>"Hackney Wick Station Upgrade Works"</b>	means the upgrade works to be carried out to Hackney Wick Station in accordance with the planning permission reference 14/00275/FUL
<b>"Local Play Area Contribution"</b>	means the sum payable in accordance with paragraph 2.1 to be paid by the Developer to the LPA to be spent on Local Play Projects
<b>"Local Play Projects"</b>	means projects for the provision, maintenance and improvement of play space facilities for children aged 5 to 11 at within the vicinity of the Site that the Developer and the LPA agree in writing
<b>"N/S Route"</b>	means the north-south link between Hackney Wick Station and Wallis Road as shown on Plan 7

<b>"Open Space Parameter Plan"</b>	means Plan 8
<b>"Open Space Plan"</b>	means the plan identify the open space requirements for a RM Development approved pursuant to condition 62 of the Planning Permission
<b>"Permanent Area A Works"</b>	means so much of the Permanent Public Realm Works as forms part of Area A
<b>"Permanent Area B Works"</b>	means so much of the Permanent Public Realm Works as forms part of Area B
<b>"Permanent Public Realm Works"</b>	means the permanent public realm works to complete the N/S Route as approved pursuant to the Planning Permission or as otherwise approved by the LPA
<b>"Permitted Closures"</b>	<p>means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-</p> <ul style="list-style-type: none"><li>(c) temporary closure in the case of emergency where such closure is reasonably necessary in the interests of public safety or otherwise for reasons of public safety</li><li>(d) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS</li><li>(e) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)</li><li>(f) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law</li><li>(g) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained</li></ul> <p><b>PROVIDED THAT</b> save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence</p>
<b>"Play Areas"</b>	means the areas indicated on the Open Space Plan to be

	used as equipped play space for children aged 5 to 11
<b>"Plot E/F Development"</b>	means any RM Development constructed on Plot E/F
<b>"Plot N Development"</b>	means any RM Development constructed on Plot N
<b>"Public Realm Scheme"</b>	means a detailed plan for the delivery and layout of the PAOS and the Play Areas to be provided as part of a RM Development which shall contain at least the following information:-  (h) the specification of the relevant PAOS; and  (i) the specification of any Play Areas to be provided;
<b>"Publicly Accessible Open Space" or "PAOS"</b>	means an area of the public realm and/or pedestrian routes within the RM Development as shown indicatively on the Open Space Plan including the N/S Route provided in accordance with the Open Space Plan
<b>"SUDS Infrastructure"</b>	means any sustainable urban drainage system comprised within the Development
<b>"Temporary Scheme"</b>	means a temporary scheme including the programme for its delivery to facilitate a temporary route of access between Wallis Road and Hackney Wick Station to be submitted to and approved by the LPA in writing
<b>"Underspend"</b>	means the sum by which the final costs of designing and constructing the Permanent Area B Works as evidenced in the Final Account Statement is less than the amount of the Area B Estimation Payment
<b>"Youth Play Area Contribution"</b>	means the sum specified for the relevant Plot at paragraph 2.4 to be paid by the Developer to the LPA to be spent on Youth Play Projects
<b>"Youth Play Projects"</b>	means projects for the provision, maintenance and improvement of play space facilities for children aged 12 and over at  <ul style="list-style-type: none"><li>- Canal Park area at Queen Elizabeth Olympic Park;</li><li>- Mabley Green Eastway undercroft area; or</li><li>- Hackney Marshes enhanced play facilities</li></ul> or any other site that the Developer and the LPA agree in writing

## 2. PLAY AREAS AND PAOS

- 2.1 In respect of Plot A, Plot C, Plot D, Plot E&F, Plot J, Plot K and Plot N, prior to Occupation of each RM Development the Developer shall pay the relevant Local Play Area Contribution as specified in the table at paragraph 2.2 to the LPA.

2.2

Plot	Local Contribution
A	£2,200
C	£1,700
D	£2,900
E/F	£4,200
J	£2,300
K2	£5,700
N	£5,900

2.3 Prior to Occupation of each RM Development the Developer shall pay the relevant Youth Play Area Contribution as specified in the table at paragraph 2.4 to the LPA.

2.4

Plot	Youth Contribution
A	£2,900
B	£3,000
C	£2,300
D	£3,900
E/F	£5,500
G/H/I	£6,800
J	£3,000
K2	£7,400
L/M	£7,500
N	£7,700

2.5 In the event that a RM Application only relates to part of a Plot then the value of the Local Play Area Contribution and Youth Play Area Contribution (as appropriate) payable shall be reduced pro-rata to reflect the percentage the total residential floorspace in the relevant RM Development equates to, when compared to the total residential floorspace permitted for that Plot by the Planning Permission as follows:

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

Where: A = the Local Play Area Contribution and Youth Play Area Contribution (as appropriate) payable;

B = the relevant figure specified in the table at paragraphs 2.3 and 2.5 (as appropriate);

C = the amount of residential floorspace for that Plot within the proposed RM Development; and

D = the total amount of residential floorspace permitted by the Planning Permission for the entire relevant Plot.

- 2.6 The Developer for each RM Development shall deliver the relevant PAOS and Play Areas in accordance with the approved PAOS and Play Space Phasing Plan.
- 2.7 In the event that any part of the Local Play Area Contribution which has been paid to the LPA remains unexpended on the later of ten years after the date of this Agreement or two years after payment of the final Local Play Area Contribution the LPA shall repay any such unexpended sums together with Interest thereon from the date of such payment to the date of such return to the companies or bodies which paid Local Play Area Contributions (or such other party as is nominated by a relevant company or body) on a pro rata basis notwithstanding that any such company or body may no longer have an interest in the Site at the date of any such repayment.
- 2.8 In the event that any part of the Youth Play Area Contribution which has been paid to the LPA remains unexpended on the later of [ten] years after the date of this Agreement or two years after payment of the final Youth Play Area Contribution the LPA shall repay any such unexpended sums together with Interest thereon from the date of such payment to the date of such return to the companies or bodies which paid Youth Play Area Contributions (or such other party as is nominated by a relevant company or body) on a pro rata basis notwithstanding that any such company or body may no longer have an interest in the Site at the date of any such repayment.

### 3. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE

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

- (a) Permitted Closures;
- (b) any lawful requirements of the police or any other competent authority.

3.2 Subject to paragraph 3.1 the Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space except in accordance with the relevant Public Realm Scheme.

### 4. NORTH-SOUTH ROUTE

4.1 Prior to Occupation of Plot E/F the Plot E/F Developer shall:

- (a) Complete the Permanent Area B Works to the reasonable satisfaction of the LPA; and
- (b) In the event that the Permanent Area A Works have not been completed, provide a Temporary Scheme on Plot E/F.

4.2 Following completion of the Permanent Area B Works and if requested to do so by the relevant Highway Authority the Plot E/F Developer shall dedicate so much of Plot E&F as is occupied by the Permanent Area B Works to the Highway Authority to adopt as highway maintainable at public expense.

4.3 Prior to Occupation of Plot N the Plot N Developer shall complete the Permanent Area A Works to the reasonable satisfaction of the LPA.

- 4.4 Following completion of the Permanent Area A Works and if requested to do so by the relevant Highway Authority the Plot N Developer shall dedicate so much of Plot N as is occupied by the Permanent Area A Works to the Highway Authority to adopt as highway maintainable at public expense.
- 4.5 If before the date of Commencement of the Plot N Development the Plot E/F Development has commenced the Plot N Developer shall pay the Area B Estimation Payment to the Plot E/F Developer and shall not Commence Development on Plot N until the payment has been made.
- 4.6 If before the date of Commencement of any part of the Plot N Development the Plot E/F Development has not commenced the Plot N Developer shall either (subject to the circumstances in which paragraphs 4.17 - 4.19 of this Schedule shall apply):
- (a) carry out and Complete the Permanent Area B Works provided that the Plot E/F Developer shall give all requisite consents enabling the Plot N Developer to access Area B and carry out the said Permanent Area B Works and the provisions of paragraph 4.7 shall apply; or
  - (b) if the Plot N Developer is unable to carry out the Permanent Area B Works, the Plot N Developer must notify the LPA and provide reasons in writing for the same and the provisions of paragraph 4.8 shall apply.
- 4.7 If paragraph 4.6(a) applies the Plot N Developer shall not Occupy the Plot N Development until the Permanent Area B Works are complete.
- 4.8 If paragraph 4.6(b) applies the LPA shall determine whether the Plot N Developer is permitted to pay the Area B Estimation Payment in lieu of carrying out the Permanent Area B Works and if permitted by the LPA the Plot N Developer shall pay the Area B Estimation Payment to the Plot E/F Developer within 20 Working Days' notice of receiving such determination.
- 4.9 Where the Plot E/F Developer receives a payment pursuant to paragraphs 4.5 or 4.8 it shall use all Reasonable Endeavours to complete the Permanent Area B Works in a timely fashion taking into account the reasonable access requirements for occupants of the Plot N Development.
- 4.10 Any contract for the carrying out of the Permanent Area B Works shall be let on a reasonable commercial basis and the value of such contract shall not exceed £342,750 (three hundred and forth two thousand seven hundred and fifty pounds) (Indexed).

#### **Balancing Payments**

- 4.11 Where the Plot N Developer has paid the Area B Estimation Payment to the Plot E/F Developer pursuant to the provisions of paragraph 4.5 or 4.8 then upon Completion of the Permanent Area B Works the Plot E/F Developer shall notify the Plot N Developer of the final costs incurred in designing and constructing the Permanent Area B Works and provide the same in a Final Account Statement for the Permanent Area B Works which shall be certified by an independent contracts manager as being correct and reasonable.
- 4.12 If the final costs incurred in designing and constructing the Permanent Area B Works as shown on the Final Account Statement exceed the Area B Estimation Payment the Plot N Developer shall pay to the Plot E&F Developer the Balancing Payment within 20 Working Days of receiving notice of the final costs pursuant to paragraph 4.11.
- 4.13 If the final costs incurred in designing and constructing the Permanent Area B Works as shown on the Final Account Statement result in an Underspend the Plot E/F Developer shall pay to the Plot N Developer the amount of the Underspend within 20 Working Days of receiving notice of the final costs pursuant to paragraph 4.11.

- 4.14 If the Plot E/F Developer fails to provide the Permanent Area B Works within 5 five years of receiving the Area B Estimation Payment, it shall repay the Area B Estimation Payment to the Plot N Developer or any amount not yet reasonably expended at that date.
- 4.15 Paragraph 4.11 to 4.13 inclusive shall not apply if the Plot N Developer is responsible for carrying out the Permanent Area B Works pursuant to paragraph 5.6.

#### **Restriction on Final Occupation**

- 4.16 Where paragraphs 4.6(b) and 4.8 apply there shall be no Occupation of the Final Unit(s) until the earlier of the following occurs:
- (a) the Permanent Area B Works have been Completed; or
  - (b) the Balancing Payment if any has been received by the Plot E/F Developer.

#### **Temporary Scheme**

- 4.17 If the Hackney Wick Station Upgrade Works are Completed prior to the Commencement of the Plot N Development the Developer shall provide the Temporary Scheme during the course of the Plot N Development and the provisions of paragraph 3 of this Schedule shall apply for the duration of the Temporary Scheme.
- 4.18 If the Plot N Developer is required to provide the Temporary Scheme it must use Reasonable Endeavours to provide the access route over Area A and Area B provided that the Plot E/F Developer has given all requisite consents enabling the Plot N Developer to access Area B and carry out the said works for the Temporary Scheme on Area B.
- 4.19 If the Temporary Scheme is implemented pursuant to paragraph 4.17 it shall be maintained until such time as the Permanent Public Realm Works are Completed.
- 4.20 Upon Completion of each of the Permanent Area A Works and the Permanent Area B Works Area A and/or Area B as appropriate shall form part of the PAOS.

### **5. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE**

- 5.1 Any RM Development shall not be occupied until an Estate Management Strategy for that RM Development has been submitted to the LPA for approval. The Estate Management Strategy shall set out detailed proposals for the following in respect of the RM Development:

- (a) the management and maintenance (including repair, renewal, cleansing and keeping tidy) of;
  - (v) the Common Areas (including the Play Areas);
  - (vi) the PAOS; and
  - (vii) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority)

including in respect of (i) and (ii) above all associated street furniture, lighting, security equipment and drainage;

- (b) management and coordination of waste collection and recycling; and
- (c) liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.

- 5.2 No part of the RM Development shall be Occupied before the relevant Estate Management Strategy has been approved by the LPA.
- 5.3 The approved Estate Management Strategy shall be implemented from first Occupation and thereafter during the lifetime of the RM Development.

## SCHEDULE 5

### HERITAGE FUND

#### 1. DEFINITIONS

<b>"7-9 Queen's Yard"</b>	means the building shown "ex6" on the Plot Plan;
<b>"88 Wallis Road"</b>	means the building shown as "88 Wallis Road" on the Plot Plan;
<b>"Boat House"</b>	means the building shown "ex2" on the Plot Plan;
<b>"Carless Institute"</b>	means the building shown "ex3" on the Plot Plan;
<b>"Central Books"</b>	means the building shown "ex1" on the Plot Plan;
<b>"Everett House"</b>	means the building shown "ex5" on the Plot Plan;
<b>"Heritage Assets"</b>	means the Lord Napier Pub, Boat House, Everett House, Carless Institute, White Buildings and Central Books;
<b>"Heritage Conditions"</b>	means: <ul style="list-style-type: none"><li>• to ensure that all physical works to any Heritage Asset comply with the Design Codes;</li><li>• to carry out such works as are agreed with the LPA;</li><li>• to provide evidence of how any part of the Heritage Fund received has been spent;</li><li>• to complete the works within a timeframe to be agreed with the LPA;</li><li>• to provide evidence that all necessary consents have been secured; and</li><li>• such other conditions as the LPA may reasonably consider appropriate to secure the Heritage Objective.</li></ul>
<b>"Heritage Confirmation"</b>	means a copy of the Heritage Notification and proof of which Heritage Owners it has been served on;
<b>"Heritage Contributions"</b>	means the financial contribution as specified at paragraph 2.2 to be paid by a Plot Developer to the Heritage Fund for the purposes of achieving the Heritage Objective;
<b>"Heritage Fund"</b>	means a fund held by the LPA to be spent on achieving the Heritage Objective;
<b>"Heritage Notification"</b>	means notice materially in the form set out at Schedule 10 confirming the value of the Heritage Contribution being paid into the Heritage Fund and the date such payment is anticipated to be made and its potential use under this

Agreement;

- "Heritage Objective"** means preserving or enhancing the character and/or the appearance of the Hackney Wick Conservation Area and/or the Fish Island Conservation Area;
- "Heritage Owners"** means the freehold owners of the Heritage Assets;
- "Heritage Plot Developer"** means the Plot Developer in respect of any one or more of the Heritage Plots;
- "Heritage Plots"** means Plots A, B, D, E, F, G/H/I, J, K1, K2, L/M and N;
- "Heritage Project"** means works to the Heritage Assets or other projects identified by the LPA where such works would achieve the Heritage Objective where those works are necessary to make the Development acceptable in planning terms;
- "Lord Napier Pub"** means the building shown "ex4" on the Plot Plan ;
- "Risk Criteria"** means the selection criteria to include an asset on the Heritage at Risk Register as published by Historic England from time to time to be applied as if the Heritage Assets were listed buildings;
- "Rubberworks"** means the building shown "Rubberworks" on the Plot Plan;

**2. PAYMENT OF THE HERITAGE CONTRIBUTIONS**

- 2.1 No Development of an individual Heritage Plot shall Commence until the relevant Heritage Plot Developer has first paid to the LPA the Heritage Contribution specified for that Heritage Plot at paragraph 2.2.
- 2.2 Subject to paragraph 2.4 below, the Heritage Contribution payable in respect of each Heritage Plot shall be as follows:

<b>Plot</b>	<b>Heritage Contribution</b>
A	£68,750
B	£68,750
D	£100,750
E/F	£45,000
G/H/I	£151,800
J	£171,000
K1	£142,000
K2	£123,500
L/M	£151,200

PROVIDED THAT in the event that Plot C and/or Plot N are developed in accordance with an RM Approval any and all works associated with Rubberworks or 88 Wallis Road (whichever is relevant), shall be carried out in accordance with the Design Codes.

2.3 The Heritage Plot Developer shall use reasonable endeavours to serve the Heritage Notification on each Heritage Owner on or within five (5) Working Days prior to payment of the relevant Heritage Contribution in accordance with paragraphs 2.1 and 2.2 of this Schedule and shall serve the Heritage Confirmation on the LPA.

2.4 In the event that a RM Application only relates to part of a Plot then the value of the Heritage Contribution payable shall be reduced pro-rata to reflect the percentage the total floorspace in the relevant RM Development equates to when compared to the total floorspace permitted for that Plot by the Planning Permission as follows:

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

Where: A = the Heritage Contribution Payable;

B = the relevant figure specified in the table at paragraph 2.2;

C = the amount of floorspace for that Plot within the proposed RM Development; and

D = the total amount of floorspace permitted by the Planning Permission for the entire relevant Plot.

### 3. ADMINISTRATION OF THE HERITAGE FUND

3.1 The LPA shall use the Heritage Fund solely for the advancement of the Heritage **Objective** which for the avoidance of doubt may include spending up to (10%) of the total value of the Heritage Fund received in any given year for the purposes of administering the Heritage Fund.

3.2 The LPA shall allocate funds from the Heritage Fund to Heritage Projects when appropriate so as to achieve the Heritage Objective and when doing so shall each time have regard to the Risk Criteria which for the avoidance of doubt it is envisaged will give rise to the following order of priority.

Priority	Project	Value
1st	Lord Napier Pub	£135,000
2nd	Boat House	£82,000
3rd	Everett House	£187,000
4th	Carless Institute	£90,726
5th	7-9 Queen's Yard	£253,000
6th	Central Books	£275,000
7th	Any other Heritage Project	

3.3 The LPA shall not pay any of the Heritage Fund towards a Heritage Project until it has received a binding commitment from the owner of the relevant Heritage Asset to comply with the Heritage

Conditions and such commitment shall grant the LPA the right to recover so much of the Heritage Fund as is paid in the event that any of the Heritage Conditions are not complied with.

- 3.4 The LPA may make more than one payment towards any Heritage Project SAVE THAT the total amount paid towards any Heritage Project shall not exceed 130% of the value specified for that Heritage Project at paragraph 3.2.
- 3.5 In the event that any part of the Heritage Fund which has been paid to the LPA remains unexpended on the later of ten years after the date of this Agreement or two years after payment of the final Heritage Contribution the LPA shall repay any such unexpended sums together with Interest thereon from the date of such payment to the date of such return to the companies or bodies which paid Heritage Contributions (or such other party as is nominated by a relevant company or body) on a pro rata basis notwithstanding that any such company or body may no longer have an interest in the Site at the date of any such repayment.

## SCHEDULE 6

### COMMUNITY SPACE

1. Definitions

<b>"Alternative Community Space"</b>	means a minimum of 170sq metres within the Site to be provided in accordance with the Community Space Framework
<b>"Alternative Community Space Contribution"</b>	means the sum of £305,000 (three hundred and five thousand pounds) payable by the LPA to the Plot LM Developer toward the cost of providing the Alternative Community Space
<b>"Available"</b>	means in the context of Local Community Space that sufficient evidence has been submitted to the LPA that the space has a lawful existing community use for a sufficient period of time and is subject to such community access arrangements to satisfy the LPA that the space can be used by occupants of the Development
<b>"Community Access Agreement"</b>	means an agreement to secure that the Alternative Community Space or New Theatre (as appropriate) is made available for use by members of the public living and/or working in the Development at agreed periodic intervals and the terms upon which that availability is offered
<b>"Community Space Framework"</b>	means a document detailing the proposed design, specification and range of appropriate uses for the Alternative Community Space
<b>"Community Space Marketing Strategy"</b>	means a document detailing the proposed marketing strategy for the Alternative Community Space (or Temporary Community Space) including but not limited to details of the period for and type of marketing materials/media to be used as may be updated from time to time with the agreement of the LPA
<b>"Community Space Requirement"</b>	means that: <ul style="list-style-type: none"><li>(a) the Alternative Community Space (or Temporary Community Space) has been provided to Shell and Core in accordance with an approved Community Space Framework;</li><li>(b) the LPA has approved the Community Space Marketing Strategy; and</li><li>(c) a Community Access Agreement has been entered into in respect of the Alternative Community Space (or the Temporary Community Space) which solely in the case of the Alternative Community Space includes terms which require the Alternative</li></ul>

Community Space to be retained for the lifetime of the Development

- "Local Community Space"** means a temporary community space of a size, specification and design located on the Site but not forming part of the Development and to be approved in writing by the LPA in accordance with paragraph 2.18 of this Schedule
- "New Theatre"** means the construction of a new theatre within Plot LM in accordance with the Development
- "New Theatre Contribution"** means the sum of £1,000,000 (one million pounds) payable to the LPA toward the cost of providing the New Theatre
- "New Theatre Land"** means the land outlined in green on Plan 9 to be used to construct and deliver the New Theatre
- "New Theatre Obligation"** means an Agreement between the LPA and Nominee made pursuant to Section 106 of the 1990 Act which shall include binding obligations for:
- (a) [the timing of the submission of the New Theatre RM Application];
  - (b) the use of the New Theatre Contribution solely for the construction and delivery of the New Theatre;
  - (c) the construction of the New Theatre in accordance with the Community Space Framework;
  - (d) the approval of a programme to construct and make the New Theatre available; and
  - (e) entering into a Community Access Agreement for the New Theatre
- "New Theatre Land Transfer"** means the grant of a leasehold interest of at least 99 (ninety nine) years of the New Theatre Land to the Nominee and such grant shall:
- (a) be unencumbered;
  - (b) be free from contamination which would prevent the use of the New Theatre Land as a New Theatre;
  - (c) be following all necessary archaeological surveys having been completed;
  - (d) include provision for the installation of any necessary services and/or service media for the New Theatre;
  - (e) not include any terms which would

directly or indirectly affect the construction, servicing or occupation of the part of the Plot LM Development that is to be retained by the Plot LM Developer;

- (f) include any reasonable reservation of rights of access and services over the New Theatre Land for the purpose of laying, managing, maintaining, replacing, renewing, cleaning and repairing services including but not limited to sustainable urban drainage measures, water, gas, sewerage, drainage or electricity (as applicable);
- (g) include for the benefit of the New Theatre Land the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the New Theatre over any adjoining land for its intended purposes;
- (h) include for the benefit of the transferor a covenant not to dispose the New Theatre Land to any person other than a person who will use the land for a New Theatre and a covenant that any subsequent transfer of the land shall be made subject to a covenant being given in favour of the transferor for the on-going compliance with this covenant;
- (i) be at nil consideration; and
- (j) the service charge shall be no more than is reasonable and can be fully evidenced

**"New Theatre RM Application"**

means any RM Application for the delivery of the New Theatre on the New Theatre Land

**"Nominee"**

means a person or organisation proposed to operate the New Theatre and nominated by the LPA

**"Plot LM Development"**

means any RM Development constructed on Plot LM

**"Temporary Community Space"**

means a minimum of 170sqm of community space provided within the Plot LM Development provided on the basis of a Community Space Framework which recognises that the space is only to be provided on a temporary basis for a fixed term specified in the relevant Community Space Framework and Community Access Agreement

2. **COMMUNITY SPACE OBLIGATIONS**

2.1 As and from the date that any part of Plot LM is bound by this Agreement the Plot LM Developer shall safeguard the New Theatre Land for the provision of the New Theatre and shall not develop or use the New Theatre Land otherwise than in accordance with the remaining provisions of this Schedule and/or with the written authorisation of the LPA.

2.2 Within 20 (Twenty Working Days) of the date that any part of Plot LM is bound by this Agreement the Plot LM Developer shall apply to Her Majesty's Land Registry to have the following restriction entered onto its title in relation to the New Theatre Land and provide evidence of the same to the LPA:

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph [X] of Schedule [X] of the Section 106 Agreement dated [DATE] made between (1) the [Plot LM Developer] and (2) the London Legacy Development Corporation have been complied with or that they do not apply to the disposition".*

2.3 Upon granting of Reserved Matters consent for the Plot LM Development (and in any event prior to Commencement on Plot LM) the Plot LM Developer shall pay 10% (Ten Percent) of the New Theatre Contribution (the "First Instalment") to the LPA and shall pay the remaining instalments in accordance with the following provisions:

- (a) 30% (Thirty Percent) payable on or before the 1st (first) anniversary of the payment of the First Instalment;
- (b) 30% (Thirty Percent) payable on or before the 2nd (second) anniversary of the payment of the First Instalment; and
- (c) 30% (Thirty Percent) payable on or before the 3rd (third) anniversary of the payment of the First Instalment.

2.4 The Plot LM Developer shall not Commence the Plot LM Development until it has satisfied the obligations in paragraphs 2.2 of this Schedule and paid the First Instalment to the LPA.

2.5 Subject to paragraph 2.8 of this Schedule the Plot LM Developer shall not Occupy more than 75% (Seventy Five Percent) of the Residential Units within any Plot LM Development until the New Theatre Contribution has been paid in full to the LPA.

2.6 Any time within 3 (three) years of the first RM Approval for a Plot LM Development the LPA may notify the Plot LM Developer that it must enter into the New Theatre Land Transfer PROVIDED THAT the LPA:

- (a) has demonstrated to the Plot LM Developer's reasonable satisfaction that the New Theatre will be delivered; and
- (b) has secured a legally binding commitment from the Nominee that it shall enter into the New Theatre Obligation within [20 (twenty) Working Days] of completion of the New Theatre Land Transfer.

2.7 If the LPA notifies the Plot LM Developer in accordance with the provisions of paragraph 2.6 of this Schedule the Plot LM Developer shall complete the New Theatre Land Transfer within 40 (Forty Working Days) or within such other timeframe agreed between the LPA and the Plot LM Developer following which the Plot LM Developer shall be released from all remaining obligations under this Schedule.

- 2.8 The Plot LM Developer shall not Occupy more than 75% (seventy five per cent) of the Residential Units within any Plot LM Development unless and until either:
- (a) the New Theatre Land Transfer has completed; or
  - (b) the Community Space Requirement has been satisfied.
- 2.9 Prior to the expiration of the three year period referred to at paragraph 2.6 above the LM Developer may satisfy the obligation at paragraph 2.8 by providing Temporary Community Space and the Developer shall maintain and retain the Temporary Community Space until provision of the Alternative Community Space approved pursuant to paragraph 2.10 to Shell and Core.
- 2.10 In the event that the Community Space Requirement is satisfied by the provision of a Temporary Community Space the LM Developer shall following expiration of the three year period referred to in paragraph 2.6 submit a revised raised Community Space Framework to the LPA for approval and shall thereafter provide the Alternative Community Space in accordance with the approved details as soon as reasonably possible.
- 2.11 Subject to paragraph 2.20 the Alternative Community Space shall be retained at all times.
- 2.12 The Plot LM Developer shall market the Alternative Community Space in accordance with the approved Community Space Marketing Strategy.
- 2.13 Subject to the provisions of paragraph 2.20 below, until such time as the Alternative Community Space has been let to a commercial occupier, the Plot LM Developer shall offer the Alternative Community Space, to local community groups, at a pepper corn rent, for fixed period(s) not exceeding six weeks.
- 2.14 Within six weeks of the later of:
- (a) the expiration of the three year period referred to at paragraph 2.6 without the New Theatre Land Transfer having completed; and
  - (b) the satisfaction of the Community Space Requirement (other than by the provision of Temporary Community Space);
- the LPA shall pay the Alternative Community Space Contribution to the Plot LM Developer.
- 2.15 The Plot E/F Developer shall not submit a Reserved Matters Application excluding the Alternative Community Space unless the Community Space Requirement has already been satisfied or if the New Theatre Land Transfer has been completed.
- 2.16 Subject to paragraph 2.18 of this Schedule if the Reserved Matters Approval for Plot E/F includes provision of the Alternative Community Space, the Plot E/F Developer shall not occupy more than 75% of the Residential Units on Plot E/F until the Community Space Requirement has been satisfied on Plot E/F SAVE THAT where the Community Space Requirement is to be satisfied on Plot E/F only 140 sq m of Alternative Community Space is required to be provided.
- 2.17 The Plot E/F Developer shall market the Alternative Community Space in accordance with the approved Community Space Marketing Strategy.
- 2.18 If the Plot E/F Developer can demonstrate to the satisfaction of the LPA that a Local Community Space is Available the LPA may agree to allow Occupation in excess of 75% (seventy five per cent) of the Residential Units within Plot E/F but subject always to the LPA being satisfied that:
- (a) any amended Occupation restriction will not undermine the delivery of the New Theatre Land Transfer or the Alternative Community Space; and

- (b) the Plot E/F Developer has entered into a Memorandum of Understanding committing to comply with any alternative Occupation restriction agreed.
- 2.19 The obligation to retain the Alternative Community Space in Plot E/F shall cease to apply in the event that Community Space Requirement is subsequently satisfied elsewhere within the Site.
- 2.20 The Plot E/F Developer may at any time notify the LPA that it will provide the full Alternative Community Space (being 170 sq m) in which case:
  - (a) the LPA shall pay the Alternative Community Space Contribution to the Plot E/F Developer within three weeks of the latter of:
    - (i) the Plot E/F Developer providing evidence that the full Community Space Requirement has been satisfied; and
    - (ii) receipt by it of so much of the New Theatre Contribution as is necessary to enable it to pay the Alternative Community Space Contribution.
  - (b) upon delivery of the Alternative Community Space within Plot E/F the obligations in paragraphs 2.1, 2.2, 2.6 - 2.14, shall cease to apply.
- 2.21 If at any time the New Theatre Land Transfer is completed in accordance with paragraph 2.6(a) of this Schedule all obligations in this Schedule to deliver and/or retain the Alternative Community Space shall cease to apply.
- 2.22 Following the grant of the New Theatre Land Transfer the LM Developer shall on reasonable demand by the LPA provide details of any service charge payable pursuant to the New Theatre Land Transfer including evidence that it is reasonable and complies with the obligations the definition of New Theatre Land Transfer.

## SCHEDULE 7

### DESIGN MONITORING

#### 1. DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architect approved pursuant to the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment;
- "Architect"** means the architect or lead designer for a particular RM Development;
- "Design Brief"** means a written brief which shall be given to the design team for each RM Development to be prepared in accordance with the "outstanding design" criteria set out in Appendix 2 to this Deed
- "Design Monitoring Costs"** means the monies to be paid in accordance with 3.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the RM 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 consideration of any Reserved Matters Application by QRP;
- "Design Strategy"** means a document detailing the process by which the members of the design team for an RM Development will be appointed and/or procured and shall include how any appointment/procurement for the construction of the relevant RM Development will meet the "outstanding design process" in accordance with the details set out in Appendix 2 to this Deed and shall include a design competition or other similar process;
- "QRP"** means the LPA's Quality Review Panel or similar body identified by the LPA;
- "RM Review Design Costs"** means the monies to be paid in accordance with 3.1 of this Schedule to meet the LPA's reasonable costs incurred in reviewing the submitted details as part of a RM Application against the Approved Drawings and Design Code and toward the cost of appointing heritage consultants to review the RM Application against the Approved Drawings and Design Code (where applicable);
- "Taller Buildings"** means buildings within the Development greater than 6 (six) storeys;

#### 2. DESIGN MONITORING

- 2.1 Prior to the submission of any Reserved Matters Application the Developer shall submit details of the proposed RM Development to the QRP and shall have sought pre-application advice from the LPA.

- 2.2 The Developer shall not submit a Reserved Matters Application unless it is accompanied by a written report to the LPA setting out how it has addressed the comments and recommendations in the QRP Report as part of the Reserved Matters Application submission.
- 2.3 A Reserved Matters Application shall not be submitted unless accompanied by a statement prepared by the Developer specifying the Architect or design team involved and design approach in the preparation of that Reserved Matters Application (the "Design Team Statement")
- 2.4 None of the following applications shall be submitted unless accompanied a Design Team Statement:-
- (a) an application pursuant to Condition 23 of the Planning Permission;
  - (b) an application for a S73 Permission which seeks to vary the Design Code and/or the Parameter Plans.
- 2.5 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the relevant RM Development upon Commencement of the Development.
- 2.6 A Reserved Matters Application shall not be submitted unless accompanied by a statement of compliance with the Design Code for the proposed RM Development for approval by the LPA.
- 2.7 The Developer shall submit a statement to the LPA for approval specifying the architect retained and their role in connection with the relevant RM Development prior to Commencement of the RM Development.

### 3. DESIGN REVIEW AND MONITORING COSTS

- 3.1 The Developer shall pay to the LPA within 10 Working Days of demand the RM Review Design Costs and it is agreed that:-
- (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
  - (b) the LPA may make more than one demand for payment of RM Review Design Costs; and
  - (c) when the LPA notifies the Developer of the amount of the RM Review Design Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent.

PROVIDED THAT the amount payable to the LPA in RM Review Design Costs shall not exceed £5,000 (five thousand pounds) (Indexed) in respect of each RM Application and/or S73 Permission.

- 3.2 If at any point the Architect is not retained to oversee the delivery of the design quality of the RM Development the Developer shall agree with the LPA a process for securing design quality (which could include the Developer appointing an alternative architect in agreement with the LPA) or if no such process is agreed shall pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and where a payment is made it is agreed that:-
- (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
  - (b) the LPA may make more than one demand for payment of Design Monitoring Costs; and
  - (c) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent.

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (fifty thousand pounds) (Indexed).

**4. TALLER BUILDINGS**

- 4.1 The Developer shall not Commence an RM Development which includes a Taller Building until it has first submitted to and gained the written approval of the LPA of the Design Strategy and Design Brief.
- 4.2 The Developer shall carry out the RM Development in accordance with the approved Design Strategy and Design Brief.
- 4.3 Any Architect for any RM Development that includes a Taller Building can only be appointed following compliance with the approved Design Strategy or other process agreed with the LPA and shall be appointed in accordance with the Design Brief approved pursuant to paragraph 4.1 above subject to any changes agreed with the LPA.

## SCHEDULE 8

### SUSTAINABILITY

#### 1. DEFINITIONS

<b>"Anticipated Carbon Offset Contribution"</b>	means the Carbon Offset Contribution calculated based on the Energy Statement taking into account any Connection Contract;
<b>"Carbon Offset Contribution"</b>	means a financial contribution for a RM Development calculated by multiplying the Price Per Carbon Tonne by the tonnage of residual CO2 emissions caused by the RM Development together with any reductions in CO2 emissions arising as a result of Carbon reduction measures or alternative solutions when taking into account whether the RM Development is connected to the District Energy Network;
<b>"Connection Contract"</b>	means a legally binding contract between the Developer and the operator of the District Energy Network to connect any Building(s) to the District Energy Network on a specified Connection Date;
<b>"Connection Date"</b>	means a fixed date by which any Building shall be connected to the District Energy Network;
<b>"District Energy Network"</b>	means the Olympic Park district energy network;
<b>"Energy Statement"</b>	means the Statement submitted in accordance with condition 52 of the Planning Permission which shall for the avoidance of doubt set out the Anticipated Carbon Offset Contribution (if any) which is payable in respect of the RM Development;
<b>"Extension"</b>	means the District Energy Network will be extended across the river including any necessary funding and consents having been secured;
<b>"Local Solution"</b>	means a local heat network operating as part of a decentralised energy system supplying market competitive low to zero carbon energy located within the RM Development or adjacent nearby RM Developments;
<b>"Price Per Carbon Tonne"</b>	means £60 per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions;
<b>"Technical Guidance"</b>	means the Technical Specification for Residential Developments including: Plant Room Provision and Secondary Network Design, Materials and Workmanship

and Heat Interface Units and Revenue Metering Systems;

**"Supplemental Statement"**

means either:

- (a) a report updating the element of the Energy Statement which demonstrates the Carbon Offset Contribution in respect of any relevant Building(s) to establish the final Carbon Offset Contribution payable in respect of that Building; or
- (b) a letter confirming that the final Carbon Offset Contribution is the same as the Anticipated Carbon Offset Contribution.

**2. DISTRICT ENERGY NETWORK**

2.1 The Developer shall:

- (a) use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site (including the requirement to secure all Requisite Consents) in accordance with the Technical Guidance prior to the submission of the first RM Application and thereafter connect all Buildings to the District Energy Network; and
- (b) not submit an RM Application until a written report has been provided to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1(a) above and the progress made towards securing the Extension and connection.

2.2 Prior to the submission of each RM Application the Developer shall update the report referred to at 2.1(b) above in so far as it relates to the relevant RM Development SAVE THAT this obligation shall cease to be binding in the event that sufficient written evidence (acceptable to the LPA acting reasonably) is provided to the LPA demonstrating that the Extension will not take place.

2.3 If the report submitted pursuant to paragraph 2.2 concludes that the Extension will occur prior to Occupation of the relevant RM Development the Developer must use Reasonable Endeavours to connect the RM Development to the District Energy Network prior to Occupation of that RM Development.

2.4 If the report submitted pursuant to paragraph 2.2 concludes that the Extension will occur but will not occur until after first Occupation of the RM Development the Developer must use Reasonable Endeavours to enter into a Connection Contract prior to Occupation and where such a contract is entered into, shall:

- (a) agree details of temporary energy provision with the LPA; and
- (b) thereafter provide the agreed details prior to Occupation of the RM Development until the Connection Date.

2.5 If either the report submitted pursuant to paragraph 2.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all or some of the Buildings within the RM Development to the District Energy Network or the Developer is unable to enter into a Connection Contract in respect of any Buildings prior to their Occupation the Developer shall:-

- (a) use Reasonable Endeavours to connect those Buildings to an existing or additional Local Solution and for the avoidance of doubt where multiple Plots or RM Developments are within the same landownership the Developer shall use reasonable endeavours to reduce the number of plant rooms and deliver a single Local Solution to serve multiple Plots and/or RM Developments SAVE THAT in discharging this obligation no steps should be taken which would prejudice the future connection of any part of the Site to the District Energy Network; and

(b) submit a further written report to the LPA prior to Occupation of the RM Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.5(a) above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.

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

(a) it shall be designed so as to allow a connection to the District Energy Network in the future; and

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

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

### 3. CARBON OFFSETTING

3.1 The Developer shall pay 50% (fifty percent) of the Anticipated Carbon Offset Contribution for a RM Development to the LPA prior to Commencement of that RM Development and the Developer shall not Commence the RM Development until such payment has been made.

3.2 Prior to Occupation of each Building within the RM Development the Developer shall:

(a) submit to the LPA a Supplemental Statement in respect of that Building; and

(b) pay to the LPA the Carbon Offset Contribution in respect of the Building (if any) less the sum already paid pursuant to paragraph 3.1 in respect of that Building;

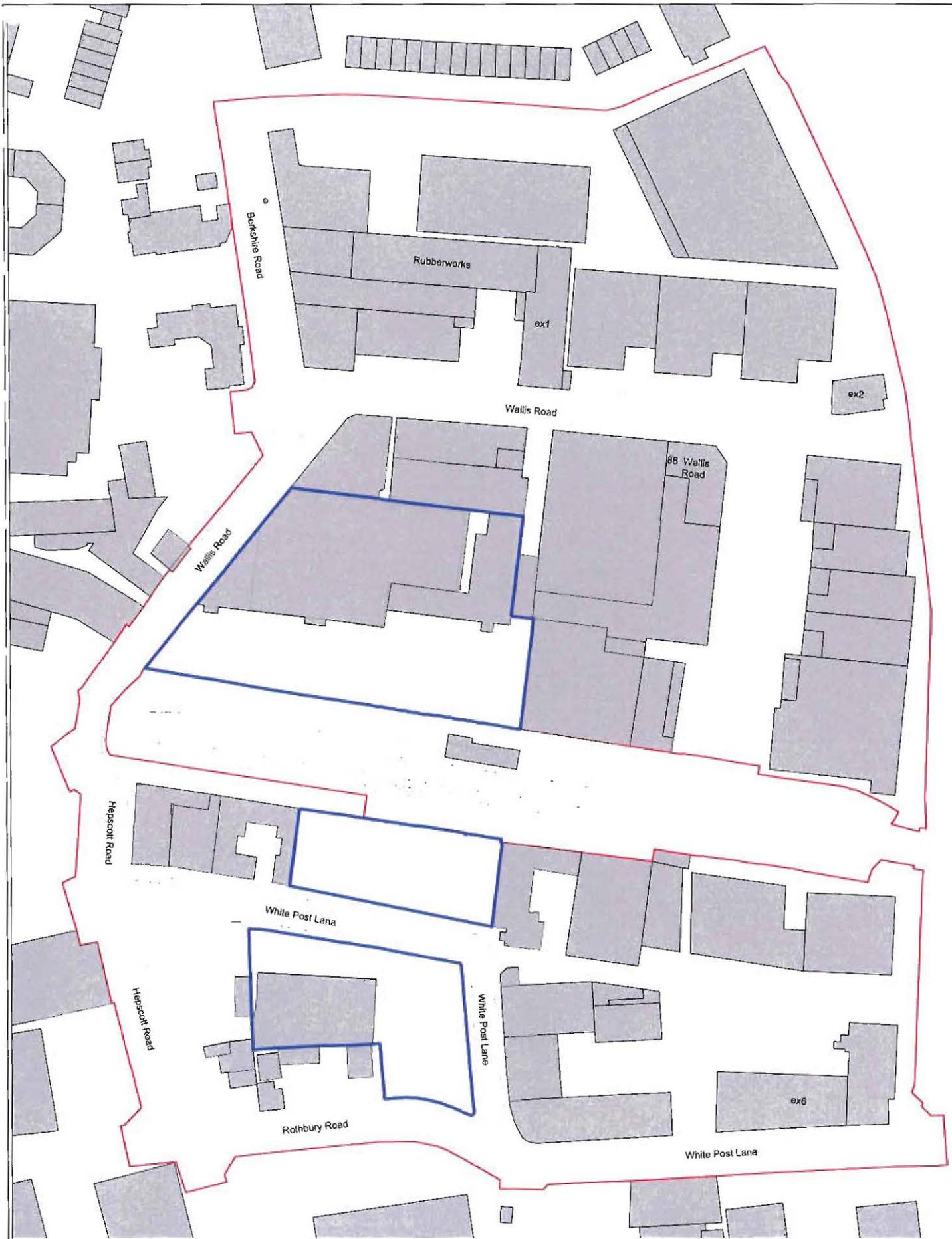
and the Developer shall not Occupy the Building until such payment has been made.

**SCHEDULE 9**

**PLAN 1**

**PLAN 2**





Project:	Hackney Wick Central
Location:	Hackney Wick
Drawing Title:	LLDC Land

Drawing Reference:	HWK-DWG-106-LLDC/LAND-01
Status:	Issue: V1
Date:	28/02/2019
Scale:	1:500 @ A1
Drawn by:	MA
Checked by:	CS

Notes:	<div style="display: flex; align-items: center; gap: 10px;"> <div style="border: 2px solid blue; width: 20px; height: 10px; display: inline-block;"></div> LLDC Freehold Ownership         </div> <div style="display: flex; align-items: center; gap: 10px; margin-top: 5px;"> <div style="border: 2px solid red; width: 20px; height: 10px; display: inline-block;"></div> Red line boundary         </div>
Do not scale from this drawing	



**PLAN 3**





DO NOT SCALE FROM THIS DRAWING  
THIS DRAWING IS THE PROPERTY OF KARAKUSEVIC CARSON ARCHITECTS  
ALL DIMENSIONS ARE IN METRES  
THE DRAWING PLANS THE RESPONSIBILITY OF KARAKUSEVIC CARSON ARCHITECTS

NO	DESCRIPTION	DATE
02	Reg22	03/10/2016
01	Planning Application	14/04/2016
Pre	Preparation	04/04/2016

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PROJECT  
Hackney Wick Central Outline Planning Application

TITLE  
Development Plots and Blocks

DRAWING NUMBER <b>HWK-DWG-APP-DP&amp;B-02</b>	REVISION <b>02</b>
SCALE <b>FOR APPROVAL</b>	
DATE <b>03/10/2016</b>	SCALE <b>1:500 @ A1</b>
DRAWN BY <b>CC</b>	PROJECT NUMBER <b>223</b>
CHECKED BY <b>NE</b>	



**PLAN 4**

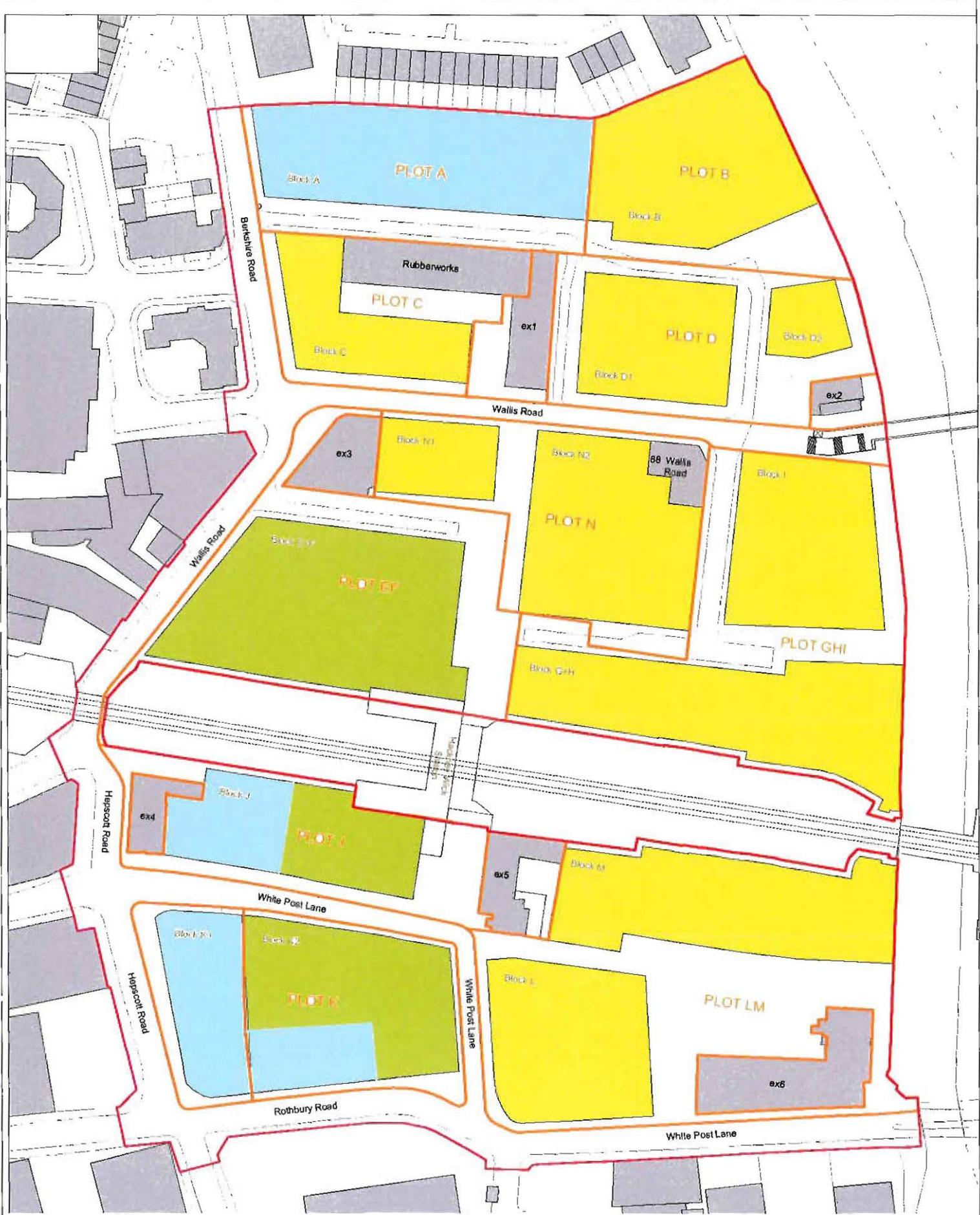






**PLAN 5**





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**Project**  
 Hackney Wick Central

**Location**  
 Hackney Wick

**Drawing Title**  
 Hackney Wick Central - Affordable Housing Minimums

**Drawing Reference:** HWK-DWG-106-AHMIN-01

**Status**  
 Issue: V1

**Date:** 28/02/2019

**Scale:** 1:500 @ A1

**Drawn by:** MA

**Checked by:** CS

**Notes:**

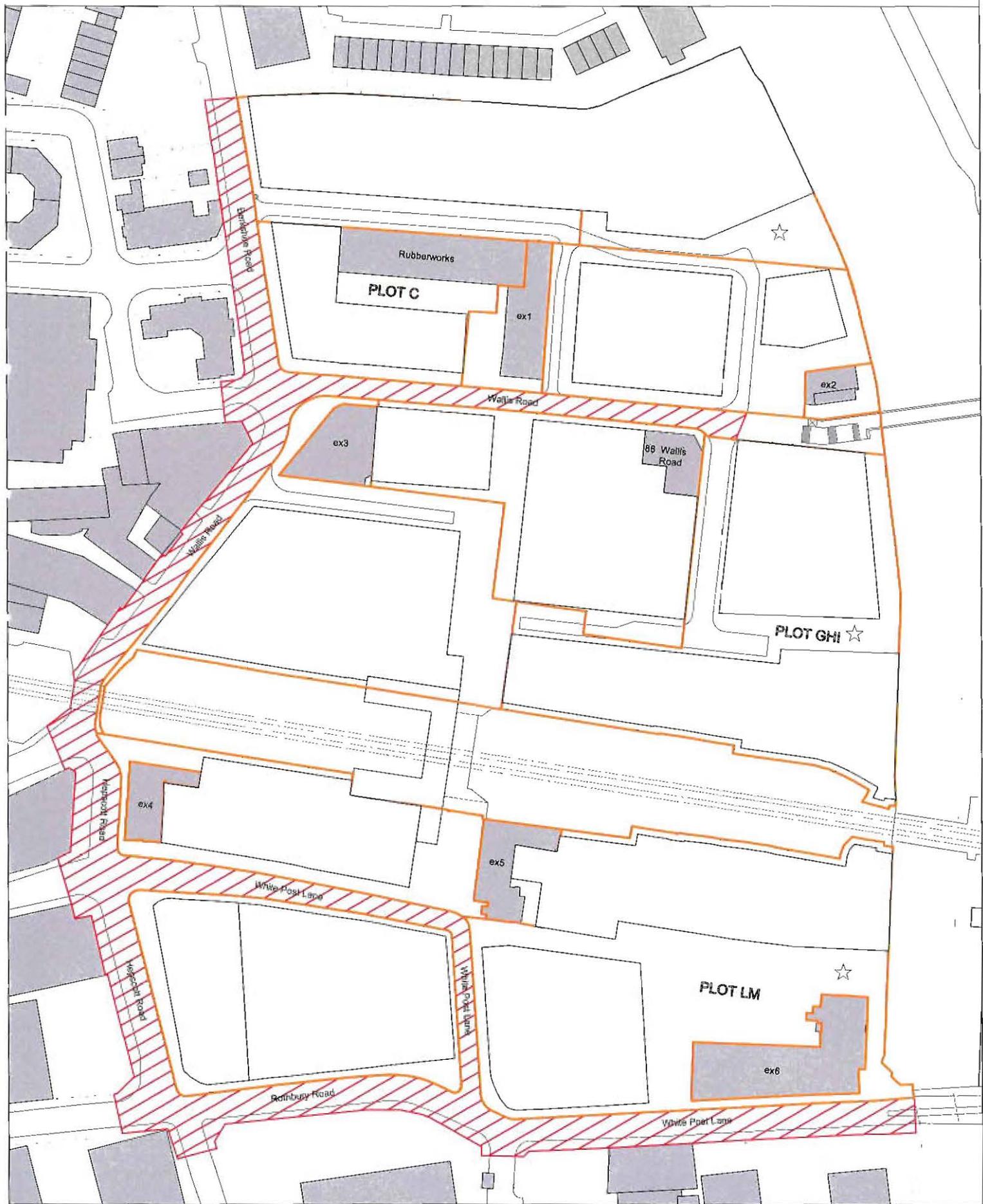
- Development plot boundary
- Red line boundary
- 20% Minimum affordable housing
- 35% Minimum affordable housing
- 50% Minimum affordable housing

*Do not scale from this drawing.*



**PLAN 6**





**LEGACY DEVELOPMENT CORPORATION**  
 Level 10, 1 Stratford Place  
 Montfichel Road, London  
 E20 1EJ  
 +44 (0) 20 3286 1600  
 info@londonlegacy.co.uk

Project:  
 Hackney Wick Central  
 Location:  
 Hackney Wick  
 Drawing Title:  
 Highway Improvements

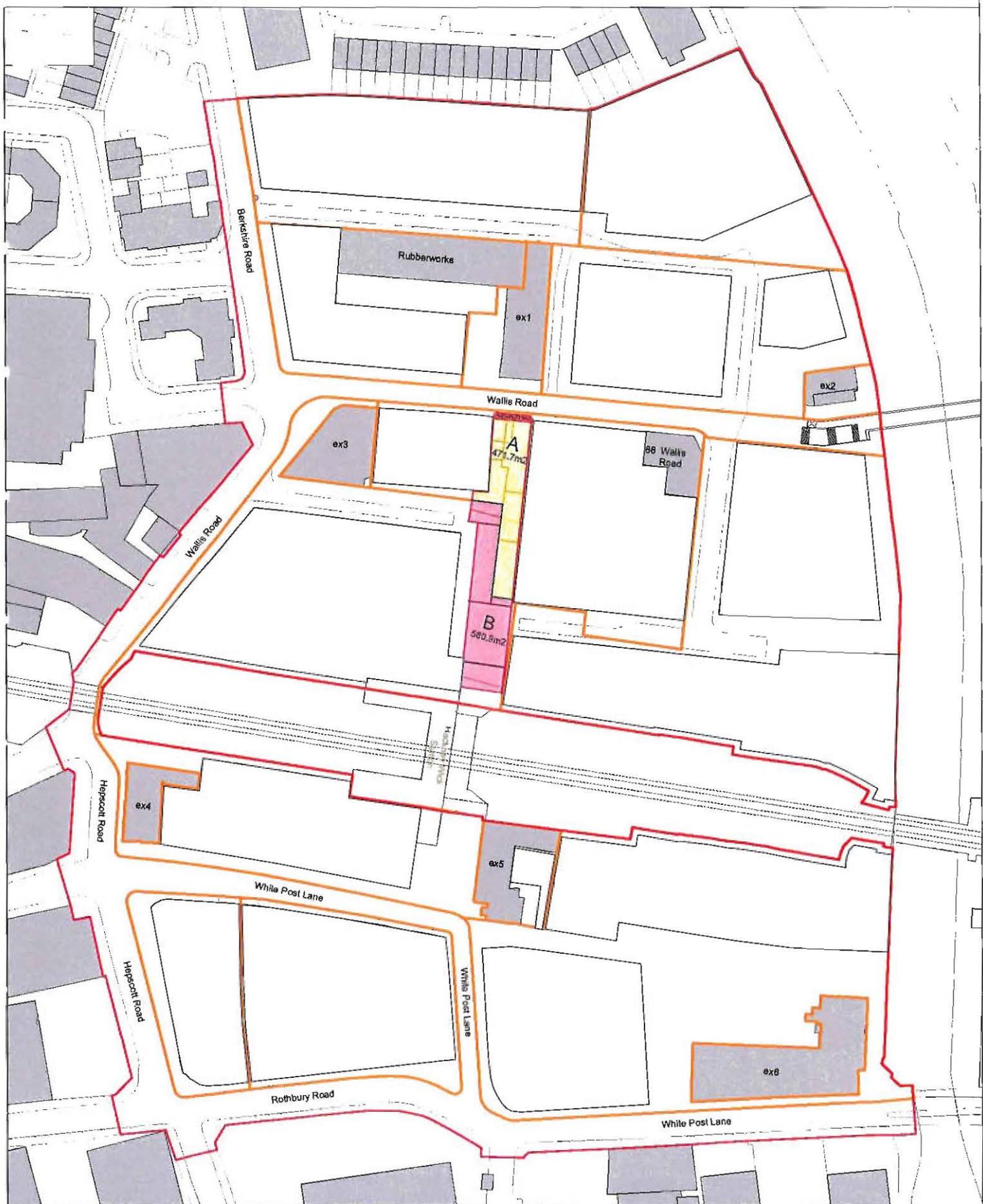
Drawing Reference: HWK-DWG-106-HIGH-01  
 Status:  
 Issue: V1  
 Date: 28/02/2019  
 Scale: 1:500 @ A1  
 Drawn by: MA  
 Checked by: CS

Notes:-  
 Area of highways to benefit from renewal and upgrade  
 Do not scale from this drawing



**PLAN 7**





**LEGACY**  
**LONDON**  
**DEVELOPMENT**  
**CORPORATION**

Level 16, 1 Stratford Place  
 Montfichet Road, London  
 E20 1EJ

+44 (0) 20 3286 1800  
 info@londonlegacy.co.uk

Project:  
 Hackney Wick Central

Location:  
 Hackney Wick

Drawing Title:  
 North-South Route Plan

Drawing Reference HWK-DWG-106-NSR-01

Status:  
 Issue, V1

Date: 28/02/2019

Scale: 1:500 @ A1

Drawn by: MA

Checked by: CS

Notes:-

- Development plot boundary
- Red line boundary
- Area A
- Area B

Do not scale from this drawing.



**PLAN 8**







**PLAN 9**







**SCHEDULE 10**  
**HERITAGE CONFIRMATION**



**HERITAGE FUND NOTIFICATION FORM**

**HACKNEY WICK CENTRAL**

**PLANNING APPLICATION REFERENCE 16/00166/OUT**

Dear Sir/Madam,

In accordance with paragraph 2.3 of Schedule [5] of a Section 106 Agreement entered into by (1) London Legacy Development Corporation (2) [the Owner(s)] and (3) [the Mortgagee(s)] dated [DATE], we are notifying you as owner of [HERITAGE ASSET], that £[XXXXX], (**Heritage Fund**), is potentially available to you, to carry out preservation and/or enhancement works to [HERITAGE ASSET].

The availability of the Heritage Fund is conditional upon you undertaking to comply with the following criteria:

- to ensure that all physical works to any Heritage Asset comply with the Design Codes approved pursuant to planning application reference 16/00166/OUT;
- to carry out such works as are agreed with the Local Planning Authority (**LPA**);
- to provide evidence of how any part of the Heritage Fund received has been spent;
- to complete the works within a timeframe to be agreed with the LPA;
- to provide evidence that all necessary consents have been secured; and
- such other conditions as the LPA may reasonably consider appropriate to secure the Heritage Objective i.e. preserving or enhancing the character and/or the appearance of the Hackney Wick Conservation Area and/or the Fish Island & White Post Lane Conservation Area.

If you would like to apply to access the Heritage Fund, please contact:

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

[NAME OF DEVELOPER]

## APPENDIX 1

**OUTLINE APPLICATION APPROVAL**

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

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Please see notes at the end of this notice

**Applicant**

London Legacy Development Corporation and  
the London Borough of Hackney  
c/o Agent

**Agent**

Paul Comerford  
AECOM  
71 High Holborn  
Mid City Place  
London  
WC1V 6QS

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**Part I - Particulars of Application**

Date of Application: 10-May-2016

Application No: 16/00166/OUT

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**Proposal:** Outline planning application (with all matters reserved except access) as set out in the Development Specification for the demolition of 28,281sqm GIA of existing buildings on site and development of a phased comprehensive mixed use development (Phases 1, 2 and 3) of up to 119,242sqm GIA floorspace to be compliant with Design Code. Residential (Use Class C3) of up to 78,931sqm to deliver approx. 874 units; Employment (Use Classes B1a and B1c) of a minimum of 29,908sqm; Retail (Use Classes A1-A4) of up to 4,493sqm; and Community Facilities (Use Class D1/D2) for a minimum of 381sqm and up to 2,318sqm; with up to 3,593sqm of on plot undercroft or basement car parking, together with a minimum of 23,359sqm public realm, playspace, open space and associated vehicle access.

**Location:** Site known as 'Hackney Wick Central' comprising land to the north and south of (although excluding) Hackney Wick Overground Station; bounded to the east by the Lee Navigation, to the south by Rothbury Road, to the west by Hepscoth Road, Wallis Road and Berkshire Road and to the north by Leabank Square (site allocation SA1.1 Legacy Corporation Local Plan).

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**Part II - Particulars of Decision**

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

**PLANNING CONDITIONS**

**DEFINITIONS**

**"BAP Habitat"** means the type and quality of space and features to support priority habitats and species as identified within the UK Biodiversity Action Plan;

**"Conditions"** means a condition or conditions of this permission;

**"Conservation Area"** means any area within the Site which has been designated a conservation area pursuant to section 69 of the Planning (Listed Buildings and Conservation Areas) Act 1990 by virtue of its special architectural or historic interest;

**"Development"** means the development authorised by this permission;

**"Doorstep Play space"** means play space for children under 5 and to be provided within every Plot proposing Residential Units and provided in accordance with the Open Space, Public Realm and Play space Parameter Plan (REF: HWK-DWG-APP-PSP-02) listed at condition 1;

**"Draft Framework Section 106 Agreement"** means the agreed draft s106 Agreement in connection with the Development in accordance with condition 16 of this Permission;

**"Energy Hierarchy"** means the energy hierarchy as set out in Policy 5.2 of the London Plan being:

1. Be lean: use less energy;
2. Be clean: supply energy efficiently;
3. Be green: use renewable energy;

**"Environmental Statement"** means the Environmental Statement submitted with the Application dated April 2016 together with the addendum Environmental Statement submitted pursuant to Regulation 22 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 and dated February 2017;

**"Green Infrastructure Statement"** means a statement detailing the use of renewable/biodiversity enhancing infrastructure as part of the Development of each Plot;

**"Green Roof Space"** means roof areas that are predominantly covered with vegetation and are capable of contribution to BAP Habitat enhancement;

**"Hackney Wick Overground Station Improvements"** means the improvements to Hackney Wick Overground Station in accordance with planning permission granted on 23rd September 2014 with planning application reference number 14/00275/FUL;

**"LLDC's Carbon Offset Local Plan Supplementary Planning Guidance"** means the LPA's supplementary planning document to inform and promote low carbon development in support of Local Plan Policy S.2. Schemes;

**"LLDC Plots"** means any Plot which as at the date of this planning permission is within the freehold ownership of London Legacy Development Corporation;

**"Local Highway Authorities"** means the London Borough of Tower Hamlets and the London Borough of Hackney (as applicable);

**"Local Planning Authority/LPA"** means the London Legacy Development Corporation or any relevant successor body or bodies;

**"Local Play Space"** means a minimum of 420 sqm local play space for children 5-11 within the Site and provided in accordance with the Open Space, Public Realm and Play Space Parameter Plan (REF: HWK-DWG-APP-OPS-02) listed at condition 1;

**"Non-Residential Unit"** means any unit of accommodation constructed and occupied for any uses falling within use classes A1 to A4, B1, B2 or B8, or D1 or D2;

**"Obligation"** means a covenant or obligation set out in the Draft Framework Section 106 Agreement;

**"On Plot"** means where any measures or mitigation referred to must be delivered within the physical parameters of a relevant Plot;

**"Open Space"** means all open space proposed within the Development and including Doorstep Play Space, Local Play Space, small open spaces, linear open spaces and pocket parks and, to the extent shown, provided in accordance with the Open Space, Public Realm and Play Space Parameter Plan (REF: HWK-DWG-APP-OPS-02) listed at condition 1;

**"Permitted Development Order"** means Town and Country Planning (General Permitted Development) (England) Order 2015;

**"Phase 1"** means the area identified as Phase 1 on HWK-DWG-APP-PHA-02 parameter plan or as otherwise approved in a varied phasing parameter plan;

**"Phase 2"** means the area identified as Phase 2 on HWK-DWG-APP-PHA-02 parameter plan or as otherwise approved in a varied phasing parameter plan;

**"Phase 3"** means the area identified as Phase 3 on HWK-DWG-APP-PHA-02 parameter plan or as otherwise approved in a varied phasing parameter plan;

**"Plot"** means any one of the Plots labelled or any part thereof A to N or EX1 to EX6 on drawing number HWK-DWG-APP-DP&B-02 or part thereof and shall where the context permits include Sub-Plots;

**"Plot Masterplan"** means an indicative masterplan in relation to a Plot to be submitted to and approved in writing by the LPA in accordance with this permission and which demonstrates that any proposed Development for a relevant Sub Plot would not prejudice the delivery of the Development on the remainder of the Plot of which the Sub Plot forms part, (to the extent that any part of that Plot does not yet have Reserved Matters approval), which shall include demonstrating that a viable scheme can be delivered which satisfies the minimum requirements for that part of the Plot including but not limited to, demonstrating an appropriate quantum and mix of land uses within any relevant Plot by reference to the overall Development;

**"Plot Specific"** means in respect of any Plot or part thereof;

**"Publicly Accessible Open Space"** means areas of coherent open space which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space;

**"Reserved Matters"** means any details to be submitted in relation to scale, layout, appearance, means of access and/or hard and soft landscaping to be constructed and laid out as part of the Development;

**"Reserved Matters Application"** means an application for one or more Reserved Matters;

**"Residential Unit"** means any unit constructed for residential occupation in accordance with this permission;

**"RM Development"** means the development of any Plot(s) or Sub-Plot(s) in accordance with the approval of a Reserved Matters Application;

**"Section 106 Agreement"** means an Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990;

**"Site"** means the whole of the site enclosed within the 'red line' on Plan HWK-DWG-APP-RED-02;

**"Site-Wide"** means in respect of the whole of the Site;

**"Sub Plot"** means a parcel of land forming only part of a Plot;

**"Superseding Development"** means development within the Site related to or in substitution for the Development authorised by this permission and/or Reserved Matters and approvals of

details submitted pursuant to Conditions on this permission and shall include applications made under section 73 of the Town and Country Planning Act 1990;

**"Superseding Development Statement"** means a written statement detailing how any Superseding Development departs from any part of the Development authorised by this permission and setting out how any Superseded Development (if permitted) would not conflict with the Development as authorised by this permission nor render any relevant Conditions or Obligations incapable of being complied with;

**"Use Classes Order"** means the Town and Country Planning (Use Classes Order) 1987 (as amended) as in force at the date of this permission;

## **SITE-WIDE CONDITIONS**

### **1. Development in accordance with Approved Plans**

The Development shall be carried out in accordance with:

- The Approved Parameter Plans being:
  - HWK-DWG-APP-ACC-02
  - HWK-DWG-APP-BL-02
  - HWK-DWG-APP-DEM-02
  - HWK-DWG-APP-DP&B-02
  - HWK-DWG-APP-GLU-02
  - HWK-DWG-APP-MAXHGT-03
  - HWK-DWG-APP-OPS-02
  - HWK-DWG-APP-PHA-02
  - HWK-DWG-APP-RED-02
  - HWK-DWG-APP-ULU-02
- Development Specification Framework (HWK-DOC-APP-DSF-02) dated February 2017; and
- Design Code (HWK-DOC-APP-DEC-03) dated April 2017.

***Reason: For the avoidance of doubt and in the interests of proper planning.***

## **2. Development In Accordance With Environmental Statement**

The Development shall be carried out in accordance with the mitigation measures set out in Appendix 1 unless otherwise provided for in any of these Conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

***Reason: To ensure the mitigation measures specified in the Environmental Statement are satisfactorily implemented.***

## **3. Hackney Wick Overground Station**

No RM Development shall be occupied in Plots J, EF or GHI until the Hackney Wick Overground Station underpass, as shown edged red on the plan in Appendix 2, is completed and available for use by members of the general public.

***Reason: To ensure the mitigation measures specified in the Environmental Statement are satisfactorily implemented.***

## **4. Outline Site Wide Phasing Plan**

The Development shall be carried out in accordance with the Outline Site Wide Phasing Plan HWK-DWG-APP-PHA-02, as may be varied pursuant to Condition 5.

***Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development.***

5. There shall be no variations to the Outline Site Wide Phasing Plan save where any application made pursuant to this Condition is approved in writing by the Local Planning Authority. No application for approval to a variation shall be made unless either:
- The application demonstrates that the variation is unlikely to give rise to any new or different significant environmental effects in comparison with the Development as approved and as assessed in the Environmental Statement; or
  - The application is accompanied by environmental information assessing the likely significant environmental effects of the Development having regard to the proposed variation

and such application must be accompanied by a report setting out the reasons for the variation and identifying how the variation would impact on any Conditions and Obligations. The Development shall thereafter be carried out in accordance with the approved varied Outline Site Wide Phasing Plan.

***Reason: To prevent piecemeal development and to facilitate the orderly approach to construction of the Development.***

## **6. Superseding Development**

No application for approval of any Superseding Development shall be submitted unless accompanied by a Superseding Development Statement. Any Superseding Development subsequently authorised shall be carried out in accordance with the approved details of the Superseding Development Statement.

## **7. Time Limits**

Applications for the approval of Reserved Matters for all Plots in Phase 1 shall be made not later than the expiration of three years from the date of this permission.

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

- 8.** Development of any Plot in Phase 1 shall be commenced either before the expiration of five years from the date of this permission or before the expiration of two years from the date of approval of the final Reserved Matters Application in respect of each individual Phase 1 Plot, whichever is the later. If any later, the Reserved Matters consent shall be deemed to have expired and no works of Development shall be carried out pursuant to that Reserved Matters approval.

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

- 9.** Applications for the approval of Reserved Matters for all Plots in Phase 2 shall be made not later than the expiration of five years from the date of this permission.

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

- 10.** Development of any Plot in Phase 2 shall be commenced either before the expiration of seven years from the date of this permission or before the expiration of two years from the date of approval of the final Reserved Matters Application in respect of each individual Phase 2 Plot, whichever is the later. If any later, the Reserved Matters consent shall be deemed to have expired and no works of Development shall be carried out pursuant to that Reserved Matters approval.

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

- 11.** Applications for the approval of Reserved Matters for all Plots in Phase 3 shall be made not later than the expiration of eight years from the date of this permission.

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

12. Development of any Plot in Phase 3 shall be commenced either before the expiration of nine years from the date of this permission or before the expiration of two years from the date of approval of the final Reserved Matters Application in respect of each individual Phase 3 Plot, whichever is the later. If any later, the Reserved Matters consent shall be deemed to have expired and no works of Development shall be carried out pursuant to that Reserved Matters approval.

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

### Development Thresholds

13. The total quantum of built floorspace for the Development across all the Plots shall not exceed the GIA for individual land uses comprising:

- 78,931sqm residential (Use Class C3)
- 4,493sqm retail uses (Use Classes A1-A4)
- 2,318sqm community floorspace (Use Class D1/D2)

And such floorspace shall be distributed across the Plots in accordance with the details set out in Appendix 3.

**Reason: To ensure the Development is carried out in accordance with the Approved Parameter Plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the Development.**

### 14. Employment Protection

Notwithstanding the provisions of the Use Classes Order or Permitted Development Order (or any orders revoking and re-enacting those Orders with or without modification), the light industrial employment floorspace within Use Class B1(c) hereby approved shall only be used for that purpose.

**Reason: To ensure the protection of light industrial floorspace.**

15. Notwithstanding the approved Development Specification Framework, the office floorspace within Use Class B1(a) hereby approved can instead be provided as light industrial floorspace within Use Class B1(c).

**Reason: To incorporate flexibility into employment space provision and to encourage provision of light industrial floorspace.**

16. Save for any LLDC Plots, no development shall commence on any Plot until a Section 106 Agreement, substantially in accordance with the Draft Framework Section 106 Agreement,

has been entered into binding all relevant interests in the relevant Plot(s) to the obligations secured under the Framework Section 106 Agreement.

***Reason: To ensure the planning gain is realised. The requirements of this condition in relation to the LLDC Plots have already been satisfied by the owner and the LPA entering into reciprocal unilateral undertakings binding the LLDC Plots to the relevant Draft Framework Section 106 Agreement; and by the imposition of a restriction on the titles to those LLDC Plots, prohibiting any transfer of interest unless, simultaneously a confirmatory Deed is entered into, confirming the relevant interest(s) is bound by the terms of the Draft Framework Section 106 Agreement.***

#### **17. Hours of Operation**

Details of hours of operation for all uses falling within A3, A4, A5 or D1 and D2 of the Use Classes Order as amended (or any subsequent replacement order) shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of any such use in that Plot or Sub-Plot. The hours of operation shall remain as first approved and be complied with thereafter.

***Reason: In the interests of amenity.***

#### **18. Travel Plan**

No RM Development shall be occupied until a Travel Plan for that RM Development is submitted to and approved in writing by the Local Planning Authority and which shall be in accordance with the Framework Travel Plan submitted as part of the outline planning application (HWK-DOC-INF-FTP-02). Each submitted Travel Plan shall set out the proposed measures to be taken to encourage the use of modes of transport other than the car by all users of the relevant RM Development, including staff and visitors, and targets for the reduction of car use. The Travel Plan for each RM Development shall thereafter be implemented as approved.

***Reason: To encourage residents, employees and users to adopt sustainable travel modes.***

#### **19. Wheel Chair Accessible Housing and Blue Badge Car Park Parking**

Each application for Reserved Matters including residential development shall:

- Subject to providing written evidence to the satisfaction of the Local Planning Authority that a lower requirement is appropriate, provide for at least 10 per cent of new build dwellings (which are created via works to which Part M volume 1 of the Building Regulations applies) to meet Building Regulation requirement M4(3) 'wheelchair user dwelling', i.e. designed to be wheelchair accessible, or easily adaptable for residents who are wheelchair users; and
- Ensure all other new build dwellings (which are created via works to which Part M volume 1 of the Building Regulations applies) meet Building Regulation requirement M4(2)

'accessible and adaptable dwellings', unless any under-provision is first approved by the Local Planning Authority.

Each relevant RM Development shall be constructed in accordance with the details submitted to and approved by the Local Planning Authority in compliance with this condition.

***Reason: To ensure adequate accessible housing is provided.***

20. Each wheelchair user dwelling (Optional Requirement M4 (3) Category 3 of Part M of the Building Regulations), delivered in accordance with condition 19, shall have access to a Blue Badge space within the same RM Development.

***Reason: To ensure the adequate provision of Blue Badge parking for Blue Badge holders.***

21. No RM Development shall be occupied until a Blue Badge car parking management strategy has been submitted to and approved in writing by the Local Planning Authority. This strategy will set out how the approved Blue-Badge spaces will be managed and how, in the event that they are not drawn down by accredited Blue-Badge holders who are residents in each relevant Plot, up to 50% of Blue-Badge spaces in any Plot will be made available for B1 use. This Strategy will require individual RM Developments to set out details of:

- The number of Blue Badge parking spaces, their location, design and proposed allocation within that RM Development (which is not required to be more than 10% of the total number of residential units);
- How long these spaces shall be made available to residents prior to being available for conversion to use for B1;
- The notice period for conversion back to residential Blue-Badge parking in the event that a Blue-Badge holder requires the space;
- Any restrictions on vehicle types and sizes associated with B-class parking that will not be able to use the car parking facility;
- acceptable uses for any spaces not used by Blue Badge and/or commercial users; and
- A reporting process to the Local Planning Authority on changes between residential (C3) and employment (B1) use.

The Blue Badge car parking management strategy shall be implemented in accordance with the approved details

***Reason: To ensure the effective management and availability of Blue Badge Parking for Blue Badge holders.***

## RESERVED MATTERS

22. Approval of the details of the siting, scale, access, design, external appearance of the building and the landscaping of Plots shall be obtained from the Local Planning Authority in writing before any development is commenced in respect of those Plots. All applications for the approval of Reserved Matters submitted pursuant to this Condition shall contain the information and details specified in the Reserved Matters Specification at Appendix 4. The Development (or any relevant part thereof) shall be carried out in accordance with the approved details.

**Reason: As required by Section 91 of the Town and Country Planning Act 1990.**

23. No Reserved Matters Applications shall be submitted in respect of any Sub Plot until a Plot Masterplan for the Plot which includes that Sub Plot has been prepared in accordance with this permission and has been submitted to and approved by the Local Planning Authority in writing.

**Reason: To ensure the comprehensive development of the Site.**

24. No Development shall be commenced in any Sub Plot until the Plot Masterplan which includes the relevant Sub Plot has been approved. The Development shall be carried out in accordance with any approved Plot Masterplan and all subsequent applications for Reserved Matters for any Sub Plot for which a previous Plot Masterplan has been approved, shall demonstrate compliance with the relevant approved Plot Masterplan.

**Reason: To ensure the comprehensive development of the Site.**

**Pre-commencement justification:** To ensure comprehensive development of the Site and to ensure that all proceeding development of the Site delivers the mitigation detailed in the Environmental Statement and the Draft Framework Agreement.

25. No Reserved Matters Applications for Plot A and/or Plot B shall be approved until further daylight and sunlight assessment for the respective Plots (notwithstanding the results contained within the Environmental Statement) has been submitted to and approved in writing by the Local Planning Authority. Plot A and/or Plot B shall only be permitted to build up to their maximum parameters where it can be demonstrated that the impact of the development does not result in unacceptable daylight and sunlight results to surrounding properties. The Applicant shall demonstrate that they have carried out ADF testing for daylight on surrounding properties.

**Reason: To ensure the proposed development of Plots A and B does not significantly adversely impact the residential amenity for surrounding properties in relation to daylight and sunlight.**

## ALL RESERVED MATTERS APPLICATIONS

### Demolition

26. Prior to commencement of any demolition works within an RM Development falling within a Conservation Area, evidence to substantiate and confirm commencement of development, which may take the form of a valid construction contract, (under which one of the parties is obliged to carry out and complete the works of redevelopment of the site), shall be submitted for approval in writing by the Local Planning Authority.

All demolition works within an RM Development falling with a Conservation Area shall be carried out in accordance with the evidence submitted to and approved by the Local Planning Authority.

***Reason: To preserve the historic environment in accordance with paragraph 198 of the NPPF.***

### MICROCLIMATE

#### 27. Wind

Reserved Matters submitted (regarding detailed design of individual Plots) for Plots K2, and LM shall provide an assessment of all outdoor spaces within the relevant RM Development that are affected by the wind microclimate. The wind assessment must demonstrate that wind conditions are safe and comfortable according to the Lawson LDDC safety and comfort criteria (or similarly rigorous criteria). The assessments may be qualitative (based on professional engineering experience or steady state Computational Fluid Dynamics (CFD)) unless a potential safety issue is identified. If a safety issue is identified, a quantitative methodology (i.e. physical wind tunnel testing or Large Eddy Simulation CFD) shall be undertaken to prove safe conditions are met. If prior to submission of Reserved Matters for all other Plots the LPA is made aware of potentially significant wind microclimate effects relating to the Development, the LPA may require the submission of an assessment as required for Plots K2, and LM.

No buildings subject to physical wind assessment under this condition shall be commenced until a wind assessment has been carried out and the results submitted to and approved in writing by the Local Planning Authority. If any approval pursuant to this condition is subject to mitigation measures being implemented, those measures shall be implemented prior to Occupation of the relevant building(s).

***Reason: In the interests of providing a satisfactory wind environment.***

## 28. Materials

Full details (including samples, where requested by the Local Planning Authority) of the materials to be used on all external surfaces (which for the avoidance of doubt shall also include hard landscaping) shall be submitted to and approved by the Local Planning Authority in writing prior to their use on site. Only materials approved pursuant to this condition shall be used in the Development.

**Reason:** *To ensure that the Local Planning Authority is satisfied as to the details of the development.*

## CONSTRUCTION

### 29. Construction Noise and Vibration Monitoring and Mitigation

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

- The identification of noise and vibration sensitive premises or equipment to be used as the location for monitoring, including any arrangements proposed for amending the selected locations if new sensitive premises are introduced during the construction period;
- The noise and vibration parameters to be measured and the circumstances when continuous monitoring will be undertaken;
- The arrangements for reporting the results of noise and vibration monitoring to the Local Planning Authority;
- The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and
- The arrangements for implementing mitigation measures for sensitive premises during construction.

The scheme shall be implemented in accordance with the approved details.

**Reason:** *to protect nearby sensitive receptors from unacceptable levels of noise.*

**Pre-commencement justification:** submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

### 30. Construction Air Quality Assessment and Dust Monitoring and Mitigation

The Development shall not be commenced within any Plot until a scheme for dust monitoring, assessment and mitigation for all construction activities within that Plot has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be in accordance

with the best practice guidance entitled 'The Control of Dust and Emissions During Construction and Demolition Supplementary Planning Guidance' published by the Mayor of London in July 2014 and 'Guidance on the assessment of dust from demolition and construction' published by the Institute of Air Quality Management in February 2014, and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- The frequency and other arrangements for dust monitoring;
- The arrangements for reporting the results of dust monitoring and the implementation of all approved mitigation measures to the Local Planning Authority; and
- The scheme shall assess the effects on sensitive receptors from exhaust emissions from construction vehicles and machinery and detail and maintain any required mitigation.

The scheme shall be implemented in accordance with the approved details.

**Reason: to protect nearby sensitive receptors from unacceptable levels of dust.**

**Pre-commencement justification:** submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

### **31. Construction Waste Management Plan**

The Development shall not be commenced within any Plot until a construction waste management plan (CWMP) in respect of that Plot has been submitted to and approved in writing by the Local Planning Authority. The objectives of the CWMP shall be to ensure all waste arising from the construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The CWMP shall also detail the compliance and assurance requirements to be maintained on the Plot during construction. The CWMP shall set out how the development will seek to achieve the following:

- 95% landfill diversion (by weight) of construction, demolition and excavation waste by way of reuse, recycling and recovery;
- Not less than 90% of waste, by weight, arising from demolition works shall be re-used or recycled;
- Not less than 20% of construction materials, by value shall be from a reused, recycled source or certified/accredited sustainable source; and
- Not less than 25% of aggregate, by weight, used in the permanent works shall be from a recycled source.

In the event that the statement concludes that the percentage requirements set out above will not be achieved for an RM Development, the statement shall set out the reasons why they cannot be achieved and propose alternative targets for approval.

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

**Reason:** *To minimise waste generated by the construction of the Development, maximise use of available resources and ensure that high standards of sustainability are achieved.*

**Pre commencement justification:** Submission required prior to commencement to enable that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

### **32. Construction Transport Management Plan**

The Development shall not be commenced within any Plot until a Construction Transport Management Plan (CTMP) has been submitted and approved by the Local Planning Authority. The CTMP shall include as a minimum the following information:

- The arrangements for liaison with the relevant highway authorities;
- Details of routes and access for construction traffic (including lorry holding areas);
- The loading and unloading of plant and materials including a construction logistics plan;
- The storage of plant and materials use in constructing the development;
- Control of and limits on parking spaces for construction workers and visitors;
- Consideration of the feasibility of water based transport for construction and waste materials from the site;
- Designated routes for large goods vehicles and dealing with abnormal loads;
- Driver standards and enforcement within the construction sites and on the highway;
- Measures to ensure pedestrian safety during the school run traffic hours;
- Measures for dealing with complaints and for community liaison;
- Commitment to attendance at the Hackney Wick Fish Island construction transport management group; and
- Guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module.

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

**Reason:** *To ensure that the construction of the Development minimises its environmental impacts.*

**Pre-commencement justification:** To ensure that the construction transport management impacts are suitably managed from the outset of the development.

### **33. Ecological Management Plan**

The Development shall not be commenced within any Plot until an Ecological Management Plan for that Plot has been submitted to and approved in writing by the Local Planning Authority. The Ecological Management Plan shall detail any necessary mechanisms that will

be put in place to minimise the potential for degradation or pollution of designated sites or habitats used by Valued Ecological Receptors. The Development (or any relevant part thereof) shall be carried out in accordance with the approved management plan.

***Reason: To protect habitats and in the interests of biodiversity.***

**Pre-commencement justification:** To ensure that the ecological impacts are suitably managed from the outset of the development.

#### **34. Nest Boxes - Black Redstart**

Each RM Development hereby approved shall include the provision of nest boxes targeted at Black Redstarts. Full details of the number, location and design of the nest boxes (and monitoring information to determine the breeding status of Black Redstarts within the site), shall be submitted to and approved in writing by the Local Planning Authority prior to occupation of each RM Development. The Development shall be undertaken in accordance with the approved details.

***Reason: To provide habit for Black Redstarts and increase the biodiversity of the area, in accordance with policy BN.3 of the Local Plan.***

#### **35. Hours of Work**

There shall be no demolition or construction work outside the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 on Saturdays nor at any time on Sundays or on Bank or Public Holidays without the prior written approval of the Local Planning Authority. Construction work audible at the façade of any noise sensitive premises may only take place outside these permitted hours of work where these works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

***Reason: To protect the amenities and environment of residents and other sensitive receptors***

#### **36. Construction and Demolition Hoardings**

The Development shall not be commenced within any Plot until details of any new or additional perimeter security fencing to be erected within that Plot, including its location, height, form of construction and the intended length of time it will remain in place, have been submitted to and approved by the Local Planning Authority. The Development (or any relevant part thereof) shall be constructed in accordance with the approved details.

***Reason: To ensure that the environmental and visual impacts of the security fencing are minimised.***

### **37. Archaeology –Written Scheme of Investigation**

No demolition or development within any Plot shall take place until a stage 1 written scheme of investigation (WSI) in respect of that Plot has been submitted to and approved in writing by the Local Planning Authority. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those Plots which have archaeological interest a stage 2 WSI shall be submitted to and approved by the Local Planning Authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include for the relevant heritage assets:

- DRAFT**
- A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works.
  - B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

***Reason: In order that the archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied.***

***Pre-commencement justification: to protect archaeological interest prior to the demolition of the site, that may adversely impact any archaeological remains.***

### **FLOOD AND SUSTAINABLE URBAN DRAINAGE**

#### **38. Flood Risk Assessment**

A Flood Risk Assessment shall be submitted with each RM Application including detailed hydraulic modelling at a suitable resolution to represent the interaction of flood flows with building boundaries, unless an RM Application is accompanied by a Flood Risk statement demonstrating, to the reasonable satisfaction of the Local Planning Authority in consultation with the Environment Agency, that any part of the Development included in an RM Application does not require the submission of additional Flood Risk Assessment and/or hydraulic modelling. Any hydraulic modelling shall incorporate approved development on other Plots within the Site in respect of which a Reserved Matters Application has already been submitted. The modelling shall be used to demonstrate that the proposed development layout for that RM Development does not have a detrimental impact on flood risk, including

increasing flood risk both within and outside the Site. Where an increase is identified, modelling shall further be utilised to design appropriate mitigation measures.

The Development shall be carried out in accordance with the approved Flood Risk Assessment and/or any further mitigation subsequently submitted and approved.

***Reason: To ensure that each individual development within the Hackney Wick Masterplan will not increase flood risk.***

39. The overall non-floodable development footprint shall not exceed the pre-development baseline footprint of the Site of 29,954m<sup>2</sup>, at any given time, and be in accordance with the flow-chart at Appendix 5. The maximum permissible non-floodable built footprints for each Plot shall not exceed the limits as defined in the following table:

Plot	Maximum Permissible Non-Floodable Built Footprint
A	1,682
B	1,721
C	1,781
D	2,049
EF	3,115
GHI	3,898
J	1,558
K1	799
K2	2,166
LM	4,355
N	3,500
EX01	463
EX02	153
EX03	444
EX04	293
EX05	405

<b>EX06</b>	<b>982</b>
<b>Total</b>	<b>29,364</b>

If it is agreed that a Plot may exceed their maximum permissible non-floodable built footprint (for example through the provision of additional on-site flood compensation), the increase beyond the stated maximum for that Plot does not contribute towards the overall non-floodable development footprint total.

**Reason: To ensure that flood risk is not increased as a result of additional built footprint in the floodplain.**

40. For each RM Development whose boundary is adjacent to the River Lee Navigation, no development above slab level shall commence until the following details have been submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency:

- i) any proposed ecological habitat protective and enhancement measures;
- ii) measures for avoiding or minimising artificial light spill onto the waterway; and
- iii) construction materials for any proposed artificial barriers to manage flood flow within individual Plots.

Each relevant RM Development shall be carried out in accordance with the approved details.

**Reason: To ensure that all construction and/or development adjacent to the River Lee Navigation is appropriate in ecological and flood risk terms.**

**Pre-commencement justification: To allow the Local Planning Authority to assess the ecological and flood risk impacts of the development prior to super-structure works commencing.**

#### **River Wall Structural Survey**

41. Where a RM Development is proposed within 6 metres of the existing river wall, the results of an intrusive investigation, including a structural survey, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency prior to the commencement of that RM Development. The survey will need to demonstrate that the proposed development will not exhibit undue stress on the existing river wall during both construction and operation.

The investigation will be required to demonstrate that the lifetime of the river wall is commensurate with that of the relevant RM Development and to propose appropriate

remediation/replacement works where this is not the case. Where the intrusive investigation demonstrates the need for remediation/replacement works, to carry out those works in accordance with the approved intrusive investigation results.

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

**Reason: To ensure that the condition of the river wall is protected and to reduce the potential for flooding.**

**Pre-commencement justification:** It is necessary to assess the condition of the river wall prior to commencement to ensure that it would not be unduly affected by any development on the site.

## 42. Drainage Strategy

Development shall not be commenced within any Plot until an appropriate drainage strategy, in accordance with the submitted Site Wide drainage strategy (HWK-DOC-INF-SWD-02), has been submitted to and approved in writing by the Local Planning Authority, in consultation with the relevant authorities, including, but not limited to, the Local Lead Flood Authority, Thames Water, the Environment Agency and the Canal & River Trust. The relevant Plot drainage strategy shall demonstrate how it complies with the Sustainable Urban Drainage Systems hierarchy as set out in Policy 5.13 of the London Plan.

Each RM Development shall be constructed in accordance with the approved drainage strategy.

**Reason: To ensure that flows from the site are managed appropriately without adverse impact on local networks and in line with statutory requirements.**

**Pre-commencement justification:** To ensure that the Development is designed and constructed in accordance with sustainable urban drainage principles.

## GROUND CONDITIONS

### 43. Piling method statement

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

***Reason: The proposed works will be in close proximity to underground water utility infrastructure and some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution.***

#### **Foundation Works Risk Assessment**

44. No foundations works (including piling, or other similar penetrative methods) shall commence within any Plot until a foundation works risk assessment in respect of that Plot has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

***Reason: To safeguard human health and controlled waters.***

#### **45. Contamination**

No Development (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), shall be commenced within any Plot until a scheme that includes the following components to deal with the risks associated with contamination within that Plot has been submitted to and approved in writing by the Local Planning Authority:

- a) 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, receptors, and any potentially unacceptable risks arising from contamination within the Plot.
- b) A site investigation scheme, based on a detailed assessment of the risk to all receptors that may be affected, including those Off-Site.
- c) The results of the site investigation and detailed risk assessment referred to in (b) and, based on these, an options appraisal and remediation strategy, (if required), giving full details of the remediation measures required and how they are to be undertaken.

The Development (or any relevant part thereof) shall be carried out in accordance with the approved details.

***Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.***

***Pre-commencement Justification: Remediation methods need to be agreed and completed prior to the development commencing on site to ensure a safe environment for employees and residents/ occupants.***

## **Remediation, Implementation, and Verification Method Statement**

46. No Development shall commence within any Plot until a remediation implementation and verification method statement (which has been required) in respect of a Plot has been submitted to and approved in writing by the Local Planning Authority. The remediation and implementation method statement shall be implemented as approved, with any changes agreed in writing with the Local Planning Authority.

***Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.***

***Pre-commencement justification: Remediation implementation and verification methods need to be agreed prior to the development commencing on site to ensure a safe environment for employees and residents/ occupants.***

## **Verification Report**

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

***Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.***

## **Unexpected contamination**

48. If, during development, contamination not previously identified is found to be present within any Plot then no further development within that Plot shall be carried out until a remediation strategy has been submitted to and approved by the Local Planning Authority in writing detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved.

***Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development is carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.***

## **SUSTAINABILITY**

### **Smart Meters and Reduction of Energy Demand**

- 49.** All Residential Units and Non-Residential Units constructed as part of the Development shall have installed at the time of construction (and in any event no later than first occupation), smart meters (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network), for measuring the supply of electricity, gas and water consumption. All Non-Residential Units shall be fitted with water meters at the time of construction and shall meet as a minimum BREEAM 2011 Credit Wat 2 requirements.

***Reason: To optimise the standards of sustainable design and construction***

### **50. Carbon Dioxide Emission Reductions**

Each application for the approval of Reserved Matters shall be accompanied by an energy statement for the approval of the Local Planning Authority. Each energy statement shall be substantially in accordance with the planning and wider policy framework in place at the time of submission and shall to the extent relevant to the subject matter of the Reserved Matters application contain as a minimum the following information:

- the extent to which and how the RM Development proposed complies with London Plan CO2 emission reduction targets current at the date of the application through On Plot carbon reduction measures, (the Reserved Matters Application shall demonstrate that the proposed RM Development has maximised its use of photovoltaics to support it reaching the 35% carbon reduction targets for emissions).
- if a RM Development does not comply with applicable London Plan CO2 emission reduction target(s) through On Plot carbon reduction measures as defined in LLDC's Carbon Offset Local Plan Supplementary Planning Guidance:
  - a) an explanation of the On Plot carbon reduction measures that have been considered and a detailed assessment of their technical and commercial feasibility;
  - b) where a connection to the district heating system is not proposed, the Reserved Matters Application shall demonstrate that it has reviewed the use of heat pumps and that its use of them supports the energy hierarchy reaching the 35% carbon reduction target for emissions.

The Development (or any relevant part thereof) shall be constructed in accordance with the approved energy statement.

***Reason: To optimise the standards of sustainable design and construction.***

51. The Development shall achieve as a minimum the following CO2 emission reduction target for residential floorspace:

- Zero Carbon 2016-2031 (including alternative low carbon energy solutions approved in writing by the Local Planning Authority or equivalent contribution to the Carbon Off-setting Fund as detailed in the LLDC Carbon Offset SPD August 2016).

***Reason: To optimise the standards of sustainable design and construction***

52. The Development shall achieve as a minimum a zero-carbon target for non-residential floorspace (including Allowable Solutions or make an equivalent contribution to the Carbon Off-setting Fund).

***Reason: To optimise the standards of sustainable design and construction***

### **53. Sustainability –Non-Residential**

Before any fit out works to Non-Residential Units as part of any RM Development begins, an independently verified BREEAM report, (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance), to achieve a minimum 'very good' rating shall be submitted to and approved in writing by the Local Planning Authority and the Development shall not be carried out otherwise than in accordance with any such approval given.

Within 6 months of the first occupation of any building as part of the Development, a certified Post Construction Review, (or other verification process agreed with the Local Planning Authority), in respect of that building shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met. No occupation shall take place unless and until the Local Planning Authority have verified the standards have been met, or detailing additional mitigation measures that must be undertaken and a programme for their implementation. Any additional mitigation measures shall be implemented in accordance with the approved programme.

***Reason: To ensure a high standard of sustainable design and construction.***

## RESIDENTIAL STANDARDS

### 54. Housing Design Guide

The Residential Units hereby permitted shall:

- 1) as a minimum meet the Technical Housing Standards - Nationally Described Space Standard - (May 2016) or such any replacement national standard published after the date of this permission; and
- 2) be built in substantial conformity with the Mayor of London's Housing Supplementary Planning Guidance (March 2016) or any replacement housing SPG that may be issued by the Mayor of London after the date of this permission.

***Reason: To ensure that high standards of urban design, residential amenity and landscaping are achieved.***

### 55. Residential standard – internal noise levels

All Residential Units shall be designed and constructed in accordance with BS8233:2014 'Sound insulation and noise reduction for buildings- Code of Practice' to attain the following internal noise levels:

Bedrooms- 30dB LAeq,T\* and 45dB LAfmax

Living rooms- 35dB LAeq, D\*

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

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

The Residential Units shall be provided and retained in compliance with the details above.

***Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.***

### 56. Sound insulation and noise mitigation details - Residential

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

of practice" or an equivalent standard. The Residential Units within any RM Development shall not be occupied until the noise attenuation scheme, including glazing specification, has been implemented in accordance with the approved scheme and thereafter permanently retained.

***Reason: To ensure an adequate standard of residential amenity.***

#### **57. Sound insulation and noise mitigation details – Residential and Non- Residential**

No RM Development shall be occupied until details of a proposed sound insulation scheme to be implemented between the Residential Units and any Non-Residential Units have been submitted to and approved in writing by the Local Planning Authority. Details shall include airborne and impact sound insulation. The Development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved scheme is to be completed prior to occupation of the RM Development and thereafter permanently retained.

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

#### **58. Green Infrastructure Statement**

A Green Infrastructure Statement shall be submitted with each Reserved Matters Application and be approved by the Local Planning Authority in writing, prior to the commencement of the relevant RM Development. The statement shall specify:

- a) The location and quantum of BAP Habitat and any Green Roof Space in the RM Development;
- b) The type of BAP Habitats to be provided in the RM Development including whether any Green Roof Spaces are to be provided as part of the BAP Habitat, with detailed planting schemes (to include native species); and
- c) Details of the provision and management of any buffer zone alongside the River Lee Navigation, and how it will be protected during development and managed/maintained over the longer term (Plots B, D, GHI, and LM only);

The Development shall be undertaken in accordance with the approved details.

***Reason: To ensure adequate provision of BAP Habitat and green infrastructure.***

## 59. Landscaping

For each Reserved Matters Application a landscape management plan which outlines the long term vegetation management and responsibilities for the RM Development, including treatment of any buffers alongside the watercourse (where appropriate), will be submitted for the written approval of the Local Planning Authority. Thereafter the RM Development shall be carried out in accordance with the approved plan. Any buffer zone shall be free from built development including lighting, domestic gardens and formal landscaping unless approval is granted in writing by the Local Planning Authority. Approval will only be granted if appropriate mitigation is demonstrated to be effective.

***Reason: To ensure the long-term protection of the ecological value of the development and also to meet the requirements of LLDC Local Plan Policy BN.3. This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with national planning policy.***

- DRAFT**
60. No Development above slab level shall commence in any Plot until the landscaping proposals for such Plot have been submitted to and approved by the Local Planning Authority. The landscaping proposals shall be accompanied by a detailed planting scheme and specification for each area of Publicly Accessible Open Space, the BAP Habitat (including any Green Roof Space to be provided) and Playable Spaces provided as part of that Plot. The detailed planting scheme for the BAP Habitat shall be in accordance with the BAP typologies identified in the green infrastructure statement submitted pursuant to Condition 58. The landscaping shall be undertaken, completed and retained in accordance with the approved details.

***Reason: To ensure adequate landscaping of the Site.***

***Pre-commencement justification: To ensure that the landscaping proposals are acceptable from the outset of the development and can be suitably implemented.***

61. Any retained tree or any tree or shrub planted as part of any landscaping provided within the Development that, within a period of five years, is removed, dies or becomes seriously damaged or diseased, shall be replaced in the next planting season with a specimen of an appropriate size and the same species as originally present or planted in the next available planting season.

***Reason: To ensure that trees and landscaping are properly maintained.***

### **Provision of New Public Realm and Open Space**

62. No RM Development shall be occupied until details identifying the design, quantum and location of all Open Space within the RM Development has been submitted to and approved in writing by the Local Planning Authority. The details submitted

pursuant to this condition shall also include a programme for the delivery of the approved Open Space. The Open Space details shall be implemented as approved.

**Reason: To ensure that adequate Open Space is provided within each RM Development and in accordance with the approved parameter plans.**

63. The public realm and Open Space shall be provided in the following plots as minimums, (as defined on the approved open space, public realm and play space parameter planHWK-DWG-APP-OPS-02), the Approved Parameter Plans and DAS:

Plot	Small Open Spaces sqm	Linear Open Spaces sqm	Pocket Parks (excluding play space)	Local Play Space sqm	New Public Realm/Route s sqm	Total Sqm
A					928sqm	928sqm
B		114sqm	75sqm	220sqm	362sqm	771sqm
C					585sqm	585sqm
D	400sqm	151sqm			1,028sqm	1,579sqm
EF					1,438sqm	1,438sqm
GHI		402sqm	163sqm	100sqm	1,154sqm	1,819sqm
N					787sqm	787sqm
J			158sqm		243sqm	401sqm
K						0sqm
LM	1,122sqm	295sqm	67sqm	100sqm	1,168sqm	2,752sqm

The Development shall be undertaken in accordance with the approved details Parameter plans and DAS.

**Reason: To ensure adequate public realm is delivered as part of the Development.**

#### **PARKING, SERVICING, CYCLES**

#### **64. Deliveries and servicing management plan**

No Development within any Plot shall be occupied until a delivery and servicing management plan (DSMP) detailing how all elements of the Plot are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's guidance 'Delivery and servicing plans. Making freight work for you' (found at <http://content.tfl.gov.uk/delivery-and-servicing-plans.pdf>) or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved DSMP shall be implemented from first occupation and thereafter for the operation of the development.

**Reason: In the interests of highway and pedestrian safety.**

## Parking

65. No occupiers of the Residential Units hereby permitted, with the exception of disabled persons who are Blue Badge holders, shall apply to the local highway authority for a parking permit or retain such permit, and if such permit is issued it shall be surrendered to the local highway authority within seven days of written demand.

**Reason: To manage the impacts of development on the local street network.**

66. Prior to the occupation of any RM Development, arrangements shall be agreed in writing with the LPA, in consultation with the local highway authorities and all agreed measures be put in place to ensure that, with the exception of disabled persons, no resident of the development shall obtain a resident's parking permit within any controlled parking zone which may be in force in the area at any time.

**Reason: To avoid obstruction of the surrounding streets.**

67. The Residential Units, with the exception of wheelchair accessible units, shall be car free.

**Reason: In the interests of sustainable transport.**

68. The maximum provision of car parking spaces for employment floorspace (Use Class B1) within each relevant Plot shall accord with the maximum thresholds within the London Plan (and any relevant subsequent revisions or updates thereto) and in accordance with the Blue Badge car parking management strategy, pursuant to Condition 21.

**Reason: In the interests of sustainable transport.**

## Electric Vehicle Charging Points

69. A minimum of 20% of the residential parking spaces in each RM Development shall have electric charging point provision. Prior to occupation of any Plot hereby approved, details of the installation (including location, type and number) of electric vehicle charging points shall be submitted to and approved in writing by the Local Planning Authority and the electric vehicle charging points shall be installed in accordance with the approved details prior to occupation of the development and thereafter retained.

**Reason: To promote more sustainable means of transport.**

## Cycle Parking and Facilities

70. The cycle parking provision across the Development (and within each Plot) shall comply with the prescribed minimum standards in the London Plan (and any relevant subsequent revisions or updates thereto). Each Reserved Matters Application shall demonstrate compliance with the London Plan standards for cycle parking.

***Reason: To ensure a suitable level of cycle parking is provided as part of the Development.***

71. Prior to occupation of any RM Development, details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles (for both Residential Units and Non-Residential Units) and on-site changing facilities and showers (for the Non-Residential Units) have been submitted to and approved in writing by the Local Planning Authority. The RM Development shall not be occupied until the approved works have been completed and shall be retained for the life of the development and the space used for no other purpose.

***Reason: In order to ensure that satisfactory secure cycle parking and facilities for cyclists are provided and retained.***

72. The Developer of each RM Development shall submit an annual monitoring report of the approved Travel Plan on the first, third and fifth anniversary of the first occupation of the relevant RM Development. The monitoring report shall detail the performance of the RM Development against the agreed targets. Where the agreed targets are not met, the Developer shall provide additional measures to meet the targets, to be approved in writing by the Local Planning Authority.

The RM Development shall be carried out in accordance with the agreed travel plan and any agreed additional measures, pursuant to this condition.

***Reason: To monitor the performance of the travel plan.***

## Secured by Design

73. Development shall not be commenced within any Plot until details of the 'Secured by Design' measures to be incorporated in respect of that Plot have been submitted to and

approved in writing by the Local Planning Authority (in consultation with the Metropolitan Police). The details shall demonstrate how the Development incorporates the principles and practices of Secured by Design. Once approved, the development shall be carried out and retained in accordance with the approved details.

**Reason: To ensure that Developments are safe and that the risk of crime, and the fear of crime, is reduced and in accordance with Part 8 of the NPPF and policy 7.13 of the London Plan.**

**Pre-commencement justification: These details are necessary prior to commencement to ensure that the development exhibits the principles of Secured by Design from the outset.**

**Informatives:**

1. *The Environment Agency have informed the local planning authority that a buffer zone may be necessary between the landward side of the edge of the River Lee Navigation and any new structures or buildings. This buffer zone may be necessary to ensure that there is sufficient access for maintenance of the flood defences.*

*The applicant/developer is advised to contact the Environment Agency to discuss any proposed developments adjacent to the River Lee Navigation at the earliest opportunity and prior to submitting a formal planning application. The Environment Agency can be contacted at [HNL.SustainablePlaces@environment-agency.gov.uk](mailto:HNL.SustainablePlaces@environment-agency.gov.uk) and further detail can be found at <https://www.gov.uk/government/publications/pre-planning-application-enquiry-form-preliminary-opinion>.*

*In line with the Thames River Basin Management Plan, the applicant/developer is also advised that developments shall ensure that any requirements under the EU's Water Framework Directive are met in terms of ecological habitat value within the buffer zone.*

2. *For any Plot that is adjacent to Network Rail's operational railway infrastructure, Network Rail strongly recommend that the developer/applicant contact their Asset Protection team ([AssetProtectionAnglia@networkrail.co.uk](mailto:AssetProtectionAnglia@networkrail.co.uk)) prior to the submission of a reserved matters application and prior to any works commencing on site. Network Rail strongly recommend that the developer agrees an Asset Protection Agreement with Network Rail to enable approval of detailed works. More information can be obtained at <https://www.networkrail.co.uk/communities/lineside-neighbours/working-by-the-railway/contact-asset-protection-team/>.*
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## Proactive and Positive Statement

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

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

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

Dated this: **xx March 2019**

*A Hollingsworth*

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

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## London Legacy Development Corporation

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

#### Appeals to the Secretary of State

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

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

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

#### Purchase Notice

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



**APPENDIX 2**



# 7.1 TALL BUILDINGS

The LLDC Local Plan sets the prevailing height of 20m across Hackney Wick and Fish Island. Policy BN.10 identifies Centres as suitable locations for tall buildings, including Hackney Wick Neighbourhood Centre. Tall buildings are defined as those that exceed the prevailing Sub Area height.

In order to create a variation in height, the Illustrative Masterplan includes buildings between 2-9 storeys, with the majority of buildings between 4-6 storeys. In addition to these are five landmark/tall buildings within the Proposed Development as illustrated below.

In order to create high quality internal spaces with floor to ceiling heights appropriate to their use and adequate parapets it has been assumed that a six storey building with one floor of employment is approximately 22m tall. For more detail please refer to the Design and Access Statement (HWK-DOC-INF-DAS-01).

Therefore five and six storey buildings that are over 20m have not been included in this statement and are not being referred to as tall buildings in the OPA.

The outline proposal for each proposed tall building has been tested in line with technical requirements of BN10 as part of the EIA testing and Environment Statement, for example for microclimate issues and daylight and sunlight. However, detailed design for tall buildings will be undertaken at RMA stage and must adhere to the site wide and site specific codes for tall buildings set out in this chapter.

## BENEFITS OF TALL BUILDINGS

Tall buildings can, as part of a wider approach to townscape and massing, benefit the neighbourhood centre by:

1. Improving wayfinding and legibility by marking the station, key routes and spaces and from key access points to the Site, helping identify the Neighbourhood Centre from the wider area.
2. Inclusion of taller buildings enables the concentration of a larger amount of floor space on a smaller footprint, therefore the ground floor can be freed up to create new public realm and open space. This approach also enables other buildings to be lower in order to achieve appropriate height relationships between retained heritage assets and new development.
3. Tall buildings can contribute to a varied townscape that builds on the area's existing character defined by dramatic shifts in the scale of buildings.
4. Concentrating activity in specific locations to encourage animation and intensified use of key public spaces and routes.

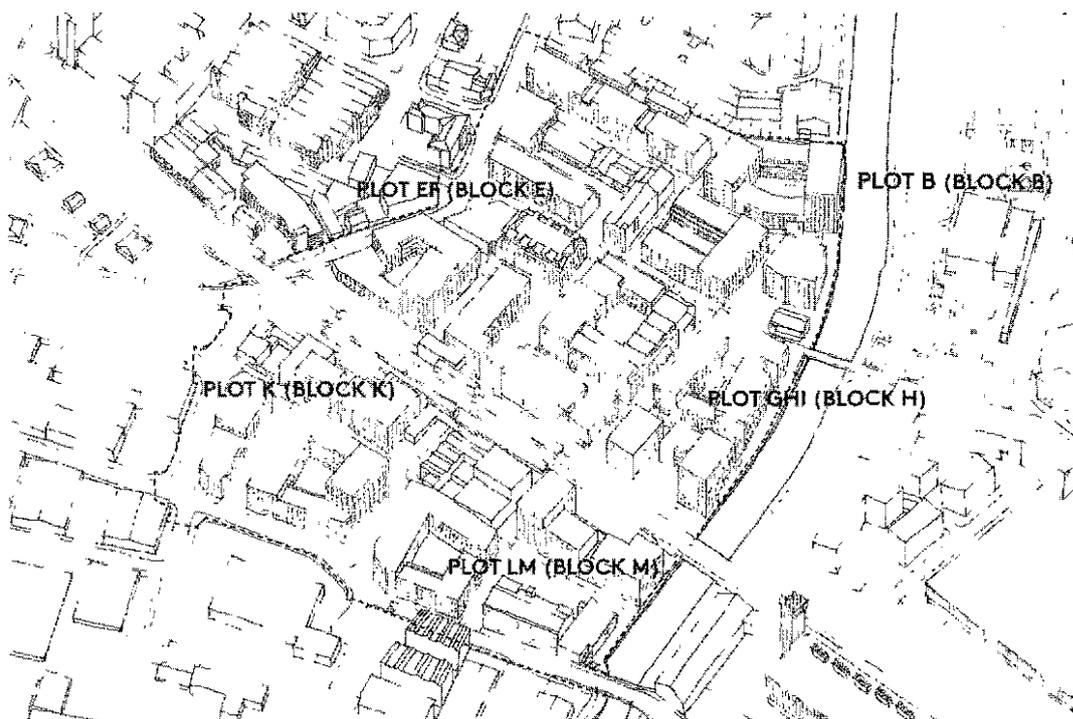
Tall buildings can also provide cross-subsidy for the employment and low-cost creative workspace required to sustain the characteristic mix of uses in the Conservation Area, and also fund improvements to heritage assets.

## OUTSTANDING DESIGN

It is vital that proposals for tall buildings achieve outstanding design and there are two main objectives which applicants must address:

- To achieve an 'outstanding' design process
- To achieve 'outstanding architecture'

This section of the Design Code sets out how to achieve outstanding tall buildings within the redline boundary and **should** be read as supplementary to Policy BN10 in the LLDC Local Plan. For site specific guidance on heights and townscape for each sub area, please refer to the later section.



Aerial view highlighting location of proposed landmark/tall buildings

## TALL BUILDINGS DESIGN (SITE-WIDE)

In order to meet the two key design objectives below regarding both on 'outstanding' design process, and 'outstanding architecture', the Applicant must demonstrate that proposals adhere to the following:

### ACHIEVING AN OUTSTANDING DESIGN PROCESS:

Policy BN.10 sets out a number of criteria that any tall building must meet for it to be acceptable in planning terms. The first of the criteria relates to 'outstanding architecture', but in fact all of the criteria set out within BN.10 contribute to outstanding design and will need to be addressed as part of detailed design for a Reserved Matters Application. In order for tall buildings to achieve outstanding design there are two main objectives which applicants must address:

- To implement an 'outstanding' design process;
- To achieve 'outstanding architecture'.

This section of the Design Code sets out how to achieve outstanding tall buildings within the redline boundary and should be read as supplementary to Policy BN.10 in the LLDC Local Plan.

To achieve an 'outstanding' design process, the applicant must demonstrate the following have been considered and addressed at Reserved Matters Application stage:

- 7.1.1 Applicants **must** provide evidence that they have endeavoured to achieve 'outstanding' design through the design team selection process either through a competitive design process or suitable alternative process.
- (The objective of the selection process should be to appoint a design team that has a proven track record in delivering projects of a similar scale and complexity, as well as innovation and design excellence.)
- Applicants **must** provide evidence that they have applied a best practice approach throughout the design process, in particular:
- At brief writing stage.
  - To stakeholder consultation, participative design and community consultation.
  - Applicants should endeavour to demonstrate that all parts of the building proposed is fit for the purposes of the prospective end users. This may be through dialogue with current occupiers within Hackney Wick Central and potential future end users or occupiers.
- 7.1.2 Applicants **must** provide adequate guarantees that the original architectural quality as described in the application will be maintained and that inferior details and materials will not substituted at a later date; this should not prevent design development or enhancement. Some or all following measures, or any appropriate alternative measures, could be used to demonstrate the above:
- Outline the proposed construction procurement route and demonstrate how 'outstanding' designs will be delivered to achieve 'outstanding' architecture.

- Provide assurances that the design team will be retained post-planning and during construction. (Applicants are encouraged to seek fee proposals from the design team for all design stages prior to initial engagement in an attempt to provide cost certainty).
- Outline how quality will be monitored during construction.

It is possible that some Development Plots may not come forward immediately or at all. At RM stage, the appropriate height and massing of tall buildings will be a response both to:

- A detailed assessment of the context at the time of the proposals as well as of the Proposed Development, including townscape and visual impact and heritage settings issues; and
- A strong and appropriate design approach and concept that informs the design development of the building as a whole

- 7.1.3 Proposals for tall buildings **must** be accompanied by a detailed assessment of their potential townscape and visual impact, and heritage impact, including upon the settings of heritage assets. This will include:
- A detailed statement of significance and the identification and consideration of supplementary local and strategic views, to be agreed in advance with the LPA.
  - For each tall building, this section provides preliminary list of heritage assets whose setting may be affected, in the light of the Proposed Development. However, this will need to be reviewed at the time of the proposals coming forward.
- 7.1.4 Applicants **must** provide evidence of options considered and undertake an iterative detailed design process at RMA stage in consultation with the Local Planning Authority (LPA) including:
- A methodical approach to site analysis, and responsive to particular site conditions and context.
  - Undertake precedent analysis, site visits.
  - Provide evidence of options considered and an iterative process.
  - Produce 3D physical models, 1:1 fragments, material samples where applicable.
  - All proposals for tall buildings should be accompanied by accurate and realistic representations of the appearance of the building. These representations should show the proposals in all significant views affected, near, middle and distant, including the public realm and the streets around the base of the building. This will require methodical, verifiable 360 degree view analysis.

**ACHIEVING OUTSTANDING DESIGN**

The following codes provide supplementary guidance relating to how achieve 'Outstanding Design' with reference to Policy BN.10 of the Local Plan.

**Exhibit outstanding architecture and incorporate high-quality materials, finishes and details (BN.10 criteria 1)**

- 7.1.5 All detailed proposals for tall buildings **must** comply with the site-wide codes relating to materials and finishes in 'Section 1: Built Form and Character' of the Design Code.
- 7.1.6 Detailed proposals **should** include high quality materials, finishes and details utilising locally procured items where feasible and materials that weather well. It **should** be demonstrated how these materials are locally appropriate and suitable for the individual site environment.
- 7.1.7 Detailed proposals **should** display outstanding conceptual and technical rigour across all aspects of its design and each tall building **should** demonstrate a clear, convincing rationale for its proposed character and architectural expression.
- 7.1.8 Elevation design **should** clearly communicate the building's intended use.
- 7.1.9 Key details **should** be submitted at an appropriate scale (1:20, 1:5 etc.) along with a detailed specification of external materials, to be agreed with the LPA through the pre-application process.

**Respect the scale and grain of their context (BN.10 criteria 2)**

- 7.1.10 The Proposed Development takes a particular approach to tall buildings – it integrates them into larger development blocks, so that they will be taller elements integrated into a coherent form and massing of development, rather than individual buildings that stand alone. All tall buildings **must** come forward as part of development proposals for the relevant block.
- 7.1.11 The design approach and presentation of the evolution of detailed proposals at RM stage **must** be shown both in the context of the completed Proposed Development, as well as the existing situation at the time of the proposal.
- 7.1.12 A detailed analysis of proposals with their surrounding built context **should** be presented to demonstrate how detailed proposals respond to the scale and grain of the surrounding context, both in terms of building heights and street widths.

**Relate well to street widths and make a positive contribution to the streetscape (BN.10 criteria 3)**

- 7.1.13 All public realm proposals **must** adhere to the codes set out in 'Section 2: Public Realm' and 'Section 4: Typical Conditions' of the Design Code relating to the quality of public realm and streetscape.
- 7.1.14 Detailed proposals for tall buildings **should** demonstrate how the lower levels positively contribute to the street environment through definition of public space, strong building lines and positive surveillance of the public realm.

**Generate an active street frontage (BN.10 criteria 4)**

- 7.1.15 Detailed proposals for tall buildings **must** adhere to codes set in in 'Section 3: Uses' and 'Section 4: Typical Conditions' of the Design Code relating to frontages, entrances and elevational design.

**Provide accessible public space within their curtilage (BN.10 criteria 5)**

- 7.1.16 Detailed proposals for tall buildings **must** include new high quality open space within the same Development Plot.
- 7.1.17 Detailed proposals for open space **must** adhere to 'Section 2: Public Realm' and 'Section 4: Typical Conditions' of the Design Code, be accessible in line with LLDC's Inclusive Design Standards and be designed to mitigate any wind and microclimatic issues created by associated tall buildings.

**Incorporate sufficient communal space (BN.10 criteria 6)**

- 7.1.18 Detailed proposals **should** provide suitable shared amenity space either through high quality communal courtyard areas, working yards or communal roof terraces within the same Development Plot.
- 7.1.19 Detailed proposals for communal spaces **must** adhere to 'Section 2: Public Realm' and 'Section 4: Typical Conditions' of the Design Code, relating to the design of soft and hard landscaping, catering for a wide range of users and maximize the provision of daylight.

**Contribute to defining public routes and spaces (BN.10 criteria 7)**

- 7.1.20 Detailed proposals for the composition of elevations and frontages **must** be designed to reinforce the hierarchy of streets, key public spaces and pedestrian routes in line with the elevation design principles for each typical conditions set out in Section 4.

**Promote legibility (BN.10 criteria 8)**

- 7.1.21 Proposals for tall buildings **must** be accompanied by a detailed assessment of their potential townscape and visual impact as well as any supplementary local and strategic views, to be agreed in advance with the LPA.
- 7.1.22 The three dimensional design of tall buildings **should** enable the site and Neighbourhood Centre location to be identified from longer distance views and along key approaches.
- 7.1.23 Detailed proposals **should** promote legibility by emphasising a point of civic or visual significance where appropriate, and enhance the skyline and image of the place. The design of the top of a tall building will be of particular importance when considering the effect on the skyline.

**Create new or enhance existing views, vistas and sightlines (BN.10 criteria 9)**

- 7.1.24 Detailed proposals for tall buildings **must** be accompanied by a detailed assessment of their potential townscape and visual impact as well as any supplementary local and strategic views, to be agreed in advance with the LPA.
- 7.1.25 Detailed proposals for tall building **should** be of considered and appropriate proportions, with massing considered holistically with any other proposed buildings, resulting in an exceptionally elegant composition and silhouette.

**Preserve or enhance heritage assets and the views to/from these, and contribute positively to the setting of heritage assets, including conservation areas (BN.10 criteria 10)**

- 7.1.26 Detailed proposals for tall buildings **must** be accompanied by a detailed assessment of their potential townscape and visual impact, and heritage impact, including upon the settings of heritage assets. A list of heritage assets whose setting may be affected must be agreed in advance with the LPA.
- 7.1.27 Detailed assessment **must** include a detailed statement of significance and the identification and consideration of supplementary local and strategic views, to be agreed in advance with the LPA.

**Micro-climatic conditions - specifically down-draughts and lateral winds over public spaces (BN.10 criteria 11)**

- 7.1.28 Detailed proposals for tall buildings **must** be accompanied by a detailed wind and microclimate assessments particular regarding pedestrian wind comfort, under the Lawson method, compared with proposed activities.
- 7.1.29 Any proposed mitigation measures to minimise wind issues **should** be integrated to the building design and **should** not be treated as an additional element. Projecting canopies at ground floor **should** be avoided unless they are integral to the building design.

**Impacts to the surrounding area (including open spaces and other buildings and waterways) that relate to: Overlooking, Daylight, Overshadowing, Light spill/ reflection, Wider amenity (BN.10 criteria 12)**

- 7.1.30 Detailed proposals for tall buildings **must** be accompanied by a detailed, daylight, sunlight, glare and overlooking assessments.
- 7.1.31 The detailed design for massing and built form of tall buildings **should** be designed to maximise sunlight to surrounding public spaces, working yards and residential amenity spaces and daylight to surrounding buildings.
- 7.1.32 Detailed proposals for tall buildings **must** adhere to 'Section 1.5: Daylight and Privacy', especially where tall buildings are located in close proximity to adjacent buildings to ensure good levels of daylight and sunlight whilst mitigating overlooking issues.

**Existing views of landmarks, parkland, heritage assets, waterways, and views along street corridors - in accordance with the policy on Protecting Key Views (BN.10 criteria 13)**

- 7.1.33 Proposals for tall buildings **must** be accompanied by a detailed assessment of their potential townscape and visual impact as well as any supplementary local and strategic views, to be agreed in advance with the LPA.
- 7.1.34 Where proposed tall buildings affect the 'Key Views' set out in policy BN.10 of the LLDC Local plan, the impacts on these views **should** be accurately tested through verified views and TVIA.



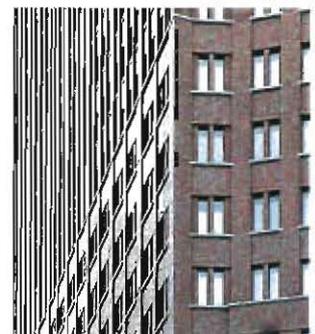
Taller element integrated into wider block (AOK Headquarters -Max Dudler Architects)



Sculptural massing form (H10 Hotel, Southwark - Maccreeor Lavington Architects)



Use of texture and rhythm in the facade design (Housing, London - Maccreeor Lavington Architects)



Use of brick to bring structure and depth (housing, Berlin - Hans Kolhoff Architects)

**TALL BUILDINGS DESIGN (SITE SPECIFIC)**

Within the Proposed Development are five tall buildings proposed. These are either 8 or 9 storeys.

In order to create high quality internal spaces with floor to ceiling heights appropriate to their use and adequate parapets it has been assumed that a six storey building with one floor of employment is approximately 22m tall. For more detail please refer to the Design and Access Statement (HWK-DOC-INF-DAS-01). Therefore five and six storey buildings that are over 20m have not been included in this statement and are not being referred to as tall buildings in the OPA.

Each of the five proposed locations have been selected for their unique suitability for tall buildings within the Neighborhood Centre.

The location, height, design and configuration of outline proposals respond specifically to the criteria of BN10 including (microclimate and DSO) as well as the following site specific characteristics:

- Key topographical features such as the railways and canal, and where they intersect;
- Demarcating the North-South Route and marking a key point of arrival at the station;
- Demarcating key public spaces and amenities such as new plays pace or new theatre;
- Creating a dynamic and composed townscape, which has been considered comprehensively;
- Termination of key views, such as the North-South route;
- Minimising harm to the Conservation Areas and the setting of heritage buildings.

Detailed design for tall buildings undertaken at RMA stage must adhere to the site-wide codes set out in the previous sections as well as the specific codes set out in the following pages.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS DEED THE DAY AND YEAR FIRST ABOVE WRITTEN**

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

Director

Director/Secretary

**EXECUTED** as a Deed (but not delivered until dated) by [ ] acting by two Directors or a Director and the Secretary:-

Director

Director/Secretary

**EXECUTED** as a Deed (but not delivered until dated) by [ ] acting by two Directors or a Director and the Secretary:-

Director

Director/Secretary

## APPENDIX 2 - ENFORCEMENT PROTOCOL

### 1. INTRODUCTION

- 1.1 In March 2012 the London Legacy Development Corporation (LLDC) was established as a Mayoral Development Corporation with responsibility for regenerating an area of east London focussed on the Queen Elizabeth Olympic Park. Subsequently, various transfer schemes transferred land including the Olympic Park to LLDC.
- 1.2 On 1 October 2012, LLDC also became the local planning authority for the Land within its area. LLDC's planning powers were delegated by a resolution of LLDC's board to the Planning Policies and Decisions Team (PPDT), a directorate within LLDC which reports to LLDC's Board.
- 1.3 From a planning perspective, LLDC combines in a single legal entity two distinct roles; the first as landowner/developer whose land is already bound by several agreements made under S106 of the Town and Country Planning Act (a S106 Agreement), secondly as the planning authority responsible for enforcing compliance with those agreements.
- 1.4 As a matter of common law, a single entity can neither contract with itself, nor can it enforce contracts against itself.

### 2. PURPOSE OF THIS PROTOCOL

- 2.1 This protocol has been prepared in respect of:
  - 2.1.1 the planning obligations given by LLDC pursuant to a deed of unilateral undertaking that is made under section 106 of the Town and Country Planning Act 1990 and dated [ ] ("Landowner UU"), the main purpose of which is to bind the freehold land to which the Landowner UU relates into the planning obligations contained in the Draft Deed; and
  - 2.1.2 a unilateral undertaking of the same date and given by PPDT to LLDC pursuant to section 201 of the Localism Act 2011 which is reciprocal to the Landowner UU ("LPA UU") and pursuant to which PPDT agrees to comply with the terms, obligations, covenants and undertakings and agreements imposed upon the local planning authority in the Draft Deed.
- 2.2 This Protocol sets out the steps that LLDC and PPDT are committed to taking to manage compliance with the Draft Deed as well as setting out the approach that LLDC and PPDT are willing to adopt to deal with any future variations to the Draft Deed should any such variation be required in respect of land in relation to which LLDC is still the owner of the freehold interest and PPDT is still the local planning authority.
- 2.3 In applying this protocol both LLDC and PPDT commit to act reasonably.

### 3. ENFORCEMENT OF THE DRAFT DEED AND THE LANDOWNER UU

- 3.1 Both LLDC and PPDT agree to comply with the Landowner UU and the LPA UU respectively.
- 3.2 Annual update reports shall be submitted by the LLDC within 20 (twenty) working days of the end of each financial year on:
  - 3.2.1 what obligations within the Draft Deed have been triggered;
  - 3.2.2 whether such obligations have been discharged;
  - 3.2.3 whether there have been any ghost deeds of variation to the Draft Deed (see paragraph 4 below);

- 3.2.4 whether there have been any S106 agreements or unilateral undertakings entered into where third parties have taken an interest in the site to which the Draft Deed relates (see paragraph 4 below); and
- 3.2.5 whether there have been any disputes and the outcome of such disputes.
- 3.3 The reports required pursuant to paragraph 3.2 above shall be approved by PPDT as a true reflection of the status of the relevant Draft Deed in the past year and reported to the PPDT Planning Committee for noting and made public so as to ensure transparency.
- 3.4 In the event of dispute regarding the interpretation of the terms of a Draft Deed:
  - 3.4.1 such dispute shall initially be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file;
  - 3.4.2 if the dispute is not resolved internally it will be referred to a jointly instructed and external independent legal expert appointed in accordance with the provisions attached at Appendix 3 whose decision is binding;
- 3.5 In the event of non-compliance with a term of the Draft Deed:
  - 3.5.1 PPDT shall serve a written notice on LLDC identifying any breach and the steps required to remedy it and LLDC shall respond within 10 (ten) working days either setting out a reasonable timetable and confirming the steps it intends to take to remedy the breach, or (if relevant) disputing the breach and unless the procedure described below is triggered, LLDC will carry out the steps in accordance with the proposed timetable;
  - 3.5.2 if there is a factual dispute as to whether there has been a breach or as to the appropriate steps to be taken to remedy any breach this will initially be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file and follow up meetings will be arranged as necessary;
  - 3.5.3 if the above steps do not lead to a mutually acceptable solution each party will prepare and submit a report on the matter including a recommended solution to their respective committees and in the case of LLDC the relevant committee is the LLDC Investment Committee and in the case of PPDT, the Planning Committee and both committees shall consider the matter and the recommended solution;
  - 3.5.4 if either committee rejects the recommendation made to it the rejecting committee shall instruct its officers on what further steps to take to try to resolve the dispute;
  - 3.5.5 if both committees endorse the recommendations set out in the respective reports (and assuming that the recommendations of the two reports conflict) the matter shall be referred to the Board for consideration and the decision of the Board shall be binding on both parties.

#### 4. **VARIATIONS TO THE DRAFT DEED**

- 4.1 Paragraph 4.2 of this Protocol shall apply in the event that a deed of variation ("Deed of Variation") to the Draft Deed is required and:
  - 4.1.1 the freehold interest in the land to which the Deed of Variation relates (the "Variation Land") is owned by LLDC and LLDC has agreed to the proposed Deed of Variation; and
  - 4.1.2 at the time the Deed of Variation is required PPDT is the local planning authority in respect of that land.
- 4.2 Where paragraph 4.1 applies:

- 4.2.1 LLDC will bind the Variation Land (and its successors in title to the Variation Land) by virtue of entering into a deed of unilateral undertaking made under section 106 of the Town and Country Planning Act 1990 under which it shall agree to observe and perform the planning obligations contained within the Draft Deed as varied by the Deed of Variation; and
- 4.2.2 PPDT confirm on behalf of itself and its successors in function, by entering into a reciprocal unilateral undertaking pursuant to section 201 of the Localism Act 2011, that it shall comply with the terms, obligations, covenants and undertakings and agreements imposed upon the local planning authority in the Principal Agreement as varied by the Deed of Variation, and furthermore that it shall only seek to enforce the planning obligations that relate to the Variation Land in a manner that is consistent with the Deed of Variation

### APPENDIX 3 – DISPUTE RESOLUTION PROCEDURE

1. LLDC or PPDT may by serving notice on all the other (the "**Notice**") refer a dispute to an expert for determination (the "**Expert**").
2. The Notice must specify:
  - 2.1 the nature, basis and brief description of the dispute;
  - 2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
  - 2.3 the proposed Expert.
3. In the event that the parties are unable to agree who to appoint as the Expert within 10 (ten) Working Days after the date of the Notice then either party may request the President of the Law Society (except where paragraph 7 provides otherwise) to nominate the Expert at their joint expense.
4. The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties and the Expert's cost shall be awarded 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.
5. The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act (or such longer period as is agreed in writing between the parties).
6. The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 (Working Days) written submissions and supporting material and will afford to both of the said parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submissions and material.
7. Where the parties are unable to agree who to appoint as the Expert either party may request that the following nominates the Expert at their joint expense:
  - 7.1 where the dispute relates to transport issues, the President of the Chartered Institute of Highways and Transportation;
  - 7.2 where the dispute relates to issues relating to affordable housing, the President of the Royal Institute of Chartered Surveyors;
  - 7.3 where the dispute relates to issues relating to viability, the President of the Royal Institute of Chartered Surveyors.