

DATED 1 DECEMBER 2021

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) MARY WARD SETTLEMENT

(3) SOCIAL INVESTMENT BUSINESS FOUNDATION

(4) LONDON PENSIONS FUND AUTHORITY

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and
Country Planning Act 1990
and all other powers enabling
relating to Queensway House, 275-285, High
Street, Stratford E15 2TF



Pinsent Masons

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THIS AGREEMENT is made on

1 DECEMBER

2021

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) **MARY WARD SETTLEMENT** (Company Number 00046188) whose registered office is at 42 Queen Square, London WC1N 3AQ (the "Applicant");
- (3) **SOCIAL INVESTMENT BUSINESS FOUNDATION** (Company Number 05777484) whose registered office is at Can Mezanine, 7-14 Great Dover Street, London SE1 4YR ("Mortgagee 1"); and
- (4) **LONDON PENSIONS FUND AUTHORITY** whose registered office is at 2nd Floor, 169 Union Street, London SE1 0LL ("Mortgagee 2").

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Applicant has a freehold interest in the Site registered at the Land Registry with Title Numbers EGL56950 and EGL60285 relating to the Site.
- (C) Mortgagee 1 is the registered proprietor of the charge dated 15 March 2019 referred to in entry numbers 3 and 4 of the charges register of Title Number EGL60285 and has agreed to enter into this deed to give its consent to the terms of the Agreement.
- (D) Mortgagee 1 is the registered proprietor of the charge dated 15 March 2019 referred to in entry numbers 2 and 3 of the charges register of Title Number EGL56950 and has agreed to enter into this deed to give its consent to the terms of the Agreement.
- (E) Mortgagee 2 is the registered proprietor of the charge dated 15 March 2019 referred to in entry numbers 5 and 6 of the charges register of Title Number EGL60285 and has agreed to enter into this deed to give its consent to the terms of the Agreement.
- (F) Mortgagee 2 is the registered proprietor of the charge dated 15 March 2019 referred to in entry numbers 4 and 5 of the charges register of Title Number EGL56950 and has agreed to enter into this deed to give its consent to the terms of the Agreement.
- (G) The Planning Application was validated by the LPA on 22 April 2020.
- (H) On 23 February 2021 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (I) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (J) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

1. **INTERPRETATION**

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

"1990 Act"	means Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Building"	means a building comprised in the Development and "Buildings" shall be construed accordingly
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance including demolition of existing structures and site reclamation works, archaeological investigations, piling and excavations, noise attenuation works, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, any other works or activities required by a Condition to be undertaken at the Site before Commencement may occur and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and "Complete" and "Completion" shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly
"Condition"	means a condition of the Planning Permission and "Conditions" shall be construed accordingly
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Newham and its successor in function
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission

"Dispute"	means any dispute, issue, difference or claim as between the Parties 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)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof
"GLA"	means the Greater London Authority or their successors in function
"Highway Authority"	means the Council and/or TfL or their successors in function
"Index"	means the All-in Tender Price Index for Greater London published by the Building Cost Information Service or if the same shall cease to be published such alternative index agreed by the LPA and the Developer
"Indexed"	means in relation to an sum that it is to be increased in accordance with Clauses 15.2 and 15.3
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Mortgagees"	means Mortgagee 1 and Mortgagee 2 together
"Occupy" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them
"Plan 1"	means the plan attached at Appendix 1 of this Agreement showing the Site
"Planning Application"	means the application for planning permission submitted to the LPA and given reference number 20/00112/FUL by the LPA for change of use and extension/alteration of 275-285, High Street, Stratford E15 2TF to provide an adult education centre (Use Class D1), legal advice centre (Use Class D1) and community café (Use Class D1/A3) comprising as follows: the erection of a new third and fourth floor (part double height space with mezzanine); and the installation of new plant enclosure; a rear single storey extension at lower ground floor; a forward extension across all floors and re-façade of the entire building, comprising GRC panels, aluminium fins, brick, soldier course and glazed curtain walling
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 2

"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) 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)
"Requisite Consents"	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Site"	means the land shown edged red on Plan 1
"TfL"	means Transport for London or its successor in function
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

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 an Appendix;

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

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

- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to Clauses 2.4, 2.5 and 2.6 references to the Developer in this Agreement include:-
 - (a) the Applicant;
 - (b) persons deriving title from the Applicant; and
 - (c) the Applicant's 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.

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

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.5 and 2.6 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against 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 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.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.6 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.
- 2.7 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.8 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the

Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.

2.9 Subject to Clause 2.10 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

2.10 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in 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 section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. **CONDITIONALITY**

3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

save for the provisions of this Clause 3, Clauses 2, 6, 10, 12, 14, 17 and 1, Schedule 1, Paragraph 2 and Schedule 4 Paragraph Schedule 43.1 which shall come into effect immediately upon completion of this Deed.

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

4.1 The Developer on behalf of themselves and their successors in title to the Site 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 Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

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

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

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

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

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

- 5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 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

Applicant:

Address: 42 Queen Square, London WC1N 3AQ

For the attention of: Suzanna Jackson

Mortgagee 1:

Address: CAN Mezzanine, 7-14 Great Dover St, London SE1 4YR

For the attention of: Chief Executive Officer

Mortgagee 2:

Address: 169 Union Street, London, SE1 0LL

For the attention of: Chief Executive Officer

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

9. **THE MORTGAGEES**

9.1 The Mortgagees acknowledge and declare that:-

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

9.1.2 the Site shall be bound by the obligations contained in this Agreement; and

9.1.3 the security of their mortgages over the Site 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 it is a mortgagee in possession of the Site.

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. **NO WAIVER**

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

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

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

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

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

14. **THE LPA'S COSTS**

The Developer agrees that it will on completion of the Agreement pay 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. FINANCIAL CONTRIBUTIONS AND INDEXATION

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

15.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from 23 February 2021 until the date such sums are paid (unless otherwise stated in this Agreement).

15.3 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 the payment or financial contribution was agreed until the date the sum or value falls to be considered or applied.

16. INTEREST

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

17. JURISDICTION AND LEGAL EFFECT

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

17.2 The provisions of this Agreement (other than this Clause 17.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

18. EXECUTION AND COUNTERPART

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

18.2 This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original. Such counterparts taken together shall constitute one and the same Deed and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties.

SCHEDULE 1

PUBLIC REALM AND CONNECTIVITY

1. DEFINITIONS

"Public Realm Contribution" means the sum of £10,000 (ten thousand pounds) Indexed which shall be used by the LPA towards improving public realm, local connectivity, walking and cycling provision and wayfinding to Stratford High Street

2. PUBLIC REALM CONTRIBUTION

2.1 Prior to Commencement of the Development the Developer shall pay the Public Realm Contribution to the LPA.

2.2 The Developer shall not Commence Development until it has paid the Public Realm Contribution to the LPA.

SCHEDULE 2

EMPLOYMENT SKILLS AND TRAINING

1. DEFINITIONS

- "End User"** means the occupational tenant or tenants of the Use Class D1 and Use Class D1/A3 (of the Schedule to the Town and Country Planning (Use Classes) Order 1987) as at 31 August 2020) units within the Development
- "Growth Boroughs"** means together the London Borough of Barking and Dagenham, the London Borough of Greenwich, the London Borough of Hackney, the London Borough of Newham, the London Borough of Tower Hamlets and the London Borough of Waltham Forest and their respective successors in function
- "Local Labour and Business Schemes"** means established careers development programmes run or supported by the LPA, Growth Boroughs or partner organisations
- "London Living Wage"** means the minimum amount (currently £10.75) of pay per hour that all workers in London should receive, as published from time to time by the GLA

2. LOCAL LABOUR AND LOCAL BUSINESS

- 2.1 The Developer shall, or procure that its contractors (in respect of construction vacancies and jobs arising from the construction of the Development) ensure that:-
- 2.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - 2.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
 - 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the Development;
 - 2.1.4 the London Living Wage is paid for all construction jobs at the Development;
 - 2.1.5 the London Living Wage is promoted for all End User jobs at the Development; and
 - 2.1.6 work-based learning opportunities are provided at the Development, including not less than 2 (two) apprenticeship opportunities during construction of the Development and the Developer shall use Reasonable Endeavours to secure 4 (four) such apprenticeship opportunities.
- 2.2 The Developer shall not carry out any works of construction of the Development unless the obligations in paragraph 2.1 have been complied with PROVIDED THAT this restriction shall not apply to the extent that the Developer is prevented from so complying by any rule of law whether domestic or international.

SCHEDULE 3

BLUE BADGE SPACE

1. DEFINITIONS

"Blue Badge Space" means 1 (one) blue badge space to be provided in accordance with this Schedule

2. BLUE BADGE SPACES PROVISION

- 2.1 Prior to the Occupation of Development the Developer shall submit a scheme (prepared in consultation with the Highway Authority) to be approved by the LPA for the provision of a Blue Badge Space in the location to be agreed in writing by the LPA and Developer.
- 2.2 The Developer shall not Occupy the Development until it has submitted a scheme (prepared in consultation with the Highway Authority) for the provision of a Blue Badge Space in the location to be agreed in writing by the LPA and Developer and such scheme has been approved by the LPA.
- 2.3 The Blue Badge Space approved in accordance with the scheme submitted and approved pursuant to paragraph 2.1 shall thereafter be delivered prior to Occupation which is to be retained for the lifetime of the Development.
- 2.4 The Developer shall not Occupy the Development until it has delivered the Blue Badge Space approved in accordance with the scheme submitted and approved pursuant to paragraph 2.1 which is to be retained for the lifetime of the Development.

SCHEDULE 4

SUSTAINABILITY

1. DEFINITIONS

"Energy Performance Monitoring"

means monitoring of the energy performance of the Completed Development to include the monitoring of the following performance indicators:

- (a) contextual data relating to the Development's reportable units;
- (b) the energy and fuel imports into each reportable unit including data from national energy grids and (if applicable) district heating connections;
- (c) the renewable energy generation within the Development to identify how much energy is being generated On Site and where this is used; and
- (d) building energy storage equipment data

"Energy Performance Monitoring Period"

means a period of not less than 5 (five) years commencing on the date of First Occupation

"Energy Performance Monitoring Report"

means a report to be submitted on each anniversary of the date of First Occupation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring

"Energy Strategy"

means a report in respect of the Development submitted in accordance with Condition 31 of the Planning Permission setting out:-

- (a) an assessment of the estimated regulated CO₂ emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020);
- (b) whether an On Site reduction of regulated CO₂ emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised;
- (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved; and
- (d) if the net zero carbon target is not met On Site (i) the carbon gap and (ii) the calculation of the Carbon Offset Payment payable based on that carbon gap

"Carbon Offset Payment"

means the sum having been calculated in accordance with the LPA's adopted Carbon Offset SPD (August 2016) as follows:

Carbon gap (Tonnes of CO₂) x Price of Carbon (£95) x 30 (years) = offset payment (Indexed)

to be applied by the LPA in accordance with Part 5 of that SPD

"Decarbonisation Measures" means On Site measures to achieve carbon reductions (beyond those already secured as part of the Planning Permission) equivalent to the carbon savings that would have been achieved if the Development was connected to the District Energy Network

"District Energy Network" means the Queen Elizabeth Olympic Park district energy network

"Future Proofing Measures" means future proofing measures within the Development including but not limited to basement plant space provision for a future plate heat exchanger, heating system tap-offs and identified distribution routes to enable future connection of the Development to the District Energy Network or any alternative Off Site District Energy Network

"Off Site District Energy Network" means a district energy network located Off Site which when connected to the Site will achieve equivalent carbon savings that would have been achieved if the Development was connected to the District Energy Network

"Preparatory Works" means the following enabling works:

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

"Substantial Implementation" means Commencement of Development has occurred in addition to the following:

- (a) the Preparatory Works have been Completed; and
- (b) all ground works (including laying of the ground floor slab) have been Completed;

and **"Substantially Implement"** and **"Substantially Implemented"** shall be construed accordingly

2. CONNECTION TO ENERGY NETWORK

- 2.1 The Developer covenants to use Reasonable Endeavours from the Commencement Date until the date of Substantial Implementation to secure:-
- 2.1.1 the extension of the District Energy Network to the Site; and
 - 2.1.2 (as an alternative in the event that the extension of the District Energy Network to the Site is not secured) the extension of an Off Site District Energy Network including but not limited to negotiations with the other landowners where any Off Site District Energy Network is located.
- 2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's approval to:
- 2.2.1 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above; and
 - 2.2.2 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.2 above.
- 2.3 If the report approved by the LPA pursuant to paragraph 2.2.1 demonstrates that it will be possible to extend or procure the extension of the District Energy Network to the Site, no Building shall be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a connection to an Off Site District Energy Network shall have no further effect.
- 2.4 If the report approved pursuant to paragraph 2.2.1 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible to connect all Buildings to an Off Site District Energy Network, no Building shall be Occupied unless and until it has been connected to the Off Site District Energy Network.
- 2.5 Save where the District Energy Network or an Off Site District Energy Network is extended to the Site:-
- 2.5.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures and the Decarbonisation Measures; and
 - 2.5.2 the Developer shall incorporate the approved Future Proofing Measures and the approved Decarbonisation Measures within the Development; and
 - 2.5.3 no part of the Development shall be Occupied unless and until the Developer has submitted and obtained the LPA's approval to a report demonstrating that the approved Future Proofing Measures and the approved Decarbonisation Measures have been incorporated within the relevant part(s) of the Development.

3. CARBON OFFSET PAYMENT

- 3.1 If the Energy Strategy identifies that the net zero target is not met On Site and a Carbon Offset Payment is payable the Developer shall:-
- 3.1.1 submit the calculation of the Carbon Offset Payment to the LPA prior to Commencement of Development for the LPA's approval; and
 - 3.1.2 not Commence Development until the calculation for the Carbon Offset Payment has been submitted to and approved by the LPA; and

3.1.3 pay the approved Carbon Offset Payment to the LPA prior to Commencement of Development; and

3.1.4 not Commence Development until the approved Carbon Offset Payment has been paid to the LPA.

4. ENERGY PERFORMANCE MONITORING

4.1 In order to monitor the Development's energy performance the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.

4.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than 2 (two) weeks after each anniversary of First Occupation during the Energy Performance Monitoring Period.

4.3 The Developer covenants that the Development shall not be Occupied unless paragraphs 4.1 and 4.2 are being complied with.

5. REDUCTION OF ENERGY DEMAND

5.1 The Developer shall use Reasonable Endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:-

5.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

5.1.2 the promotion of the use of energy efficient appliances; and

5.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof)

SCHEDULE 5

DESIGN MONITORING

PART 1

OPERATIVE PROVISIONS

1. DEFINITIONS

- "Approved Drawings"** means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions
- "Architect"** means AWW
- "Design Application"** means one of the following:
- (a) an application to the LPA for the approval of details pursuant one or more Design Conditions;
 - (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings;
 - (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
- "Design Application Report"** means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:
- (a) report on the compliance of the Design Application with the Approved Drawings;
 - (b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process; and
 - (c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons
- "Design Conditions"** means Conditions 14, 15 and 16 of the Planning Permission and **"Design Condition"** means any one of them
- "Design Monitoring Completion Letter"** means a letter (incorporating an executive summary) from the Monitoring Team to include the following:
- (a) report on the compliance of the Completed Development with the Approved Drawings; and
 - (b) conclusion stating clearly whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings, giving reasons

"Design Monitoring Contribution"

means the sum of:

- (a) £70,000 where the Trigger Event falls within parts (a), (b), (c) or (d) of the definition of Trigger Event; and
- (b) £17,500 in the event of a Trigger Event falling within part (e) of the definition of Trigger Event

to be paid in accordance with 3.1 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

"Design Monitoring Plan"

means a written document identifying the following:

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

"Design Monitoring Report"	<p>means a desktop report (incorporating an executive summary) by the Monitoring Team on progress against the Design Monitoring Plan during the period covered by the report which shall include as a minimum the following information (to the extent applicable):</p> <ul style="list-style-type: none"> (a) report on workshops held with overview of conclusions; (b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials; samples; details; design information; sub-contractor/ supplier information; (c) comments and recommendations on Design Applications; (d) any deviations from the Approved Drawings; (e) progress of construction of the Development and conformity with Approved Drawings; (f) status of previous comments and recommendations; (g) actions and decisions required in the next period; (h) conclusions; and (i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan
"Design Team"	<p>means the design team instructed by the Developer as set out in the relevant Design Team Statement</p>
"Design Team Statement"	<p>means a written statement by the Developer setting out the following information which shall be factually correct at the date the statement is given:</p> <ul style="list-style-type: none"> (a) the members of the design team retained by the Developer in connection with the Development and their contact details; and (b) the scope of appointment of each member of the design team; and (c) if applicable identifying any members of the Planning Team no longer retained and the Design Team member(s) taking over their role
"Development"	<p>means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission</p>
"Initial Design Monitoring Workshop"	<p>means the workshop to be held pursuant to paragraph 5.2 of this Schedule 5</p>
"Landscape Architect"	<p>means AWW</p>

"Monitoring Team"	means a team to be appointed pursuant to paragraph 5.5 of this Schedule 5 comprising: <ul style="list-style-type: none"> (a) the Architect, Landscape Architect and any other consultant(s) from the Planning Team that the LPA considers is integral to monitoring the design quality of the Development and overseeing adherence to the Original Design Principles; or (b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles
"Original Design Principles"	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule
"Planning Team"	means the full design team responsible for preparation of the Planning Application including the Architect and the Landscape Architect
"RIBA Stage 3"	means RIBA Stage 3 Spatial Coordination as defined by the RIBA Plan of Work
"RIBA Stage 4"	means RIBA Stage 4 Technical Design as defined by the RIBA Plan of Work
"RIBA Stage 5"	means RIBA Stage 5 Manufacturing and Construction as defined by the RIBA Plan of Work
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
"Terminated"	means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and " Termination " shall be construed accordingly
"Trigger Event"	means the occurrence of one of the following events: <ul style="list-style-type: none"> (a) a Design Team Statement submitted pursuant to paragraph 2.1 of this Schedule 5 confirms one or more members of the Planning Team are no longer retained; (b) a Design Team Statement submitted pursuant to paragraph 2.2.1 of this Schedule 5 confirms RIBA Stage 3 is being commenced at a time when one or more members of the Planning Team are no longer retained; (c) a Design Team Statement submitted pursuant to paragraph 2.2.2 of this Schedule 5 confirms RIBA Stage

4 is being commenced at a time when one or more members of the Planning Team are no longer retained;

- (d) a Design Team Statement submitted pursuant to paragraph 2.2.3 of this Schedule 5 confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 in respect of the entire Development;
- (e) a Design Team Statement submitted pursuant to paragraph 2.2.4 of this Schedule 5 confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings

2. DESIGN TEAM STATEMENT

- 2.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the Design Team involved in the preparation of that Design Application.
- 2.2 Without prejudice to paragraph 2.1 of this Schedule 5 the Developer shall submit a Design Team Statement to the LPA:
 - 2.2.1 prior to commencement of the preparation of RIBA Stage 3 in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - 2.2.2 prior to commencement of the preparation of RIBA Stage 4 in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - 2.2.3 save where RIBA Stage 4 has been completed in respect of the entire Development, within 10 Working Days of Termination of the appointment of one or more members of the Planning Team; and
 - 2.2.4 prior to Commencement of the Development and thereafter every 6 (six) months during the construction of the Development until its completion.

3. DESIGN MONITORING CONTRIBUTION

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

4. RESTRICTION ON DEVELOPMENT

- 4.1 No Development shall be Commenced until the Developer has either:-
 - 4.1.1 provided evidence to the LPA's reasonable satisfaction that the Planning Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or
 - 4.1.2 paid the relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 3 of this Schedule 5 above.

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

5. **DESIGN MONITORING PROCESS**

5.1 The Parties hereby agree that:

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

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

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

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

5.2.2 discuss the appointment of the Monitoring Team;

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

5.2.4 review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4 of this Schedule 5.

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

5.3.1 the Design Team;

5.3.2 the Planning Team;

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

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

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

5.5.1 to monitor the design of the Development;

5.5.2 to oversee compliance with the Original Design Principles;

5.5.3 to oversee compliance with the quality of the Approved Drawings;

5.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;

5.5.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;

5.5.6 to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4 of this Schedule 5 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 Working Days following the Initial Design Monitoring Workshop;

5.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);

5.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;

- 5.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;
- 5.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
- 5.5.11 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
- 5.5.12 to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and
- 5.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions

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

5.6 The Developer shall:

- 5.6.1 comply with the requirements of the Developer identified in final Design Monitoring Plan; and
- 5.6.2 procure the compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan

including but not limited to attendance at workshops with the Monitoring Team, submission of information to the Monitoring Team for review and facilitating site visits and inspections.

PART 2
ORIGINAL DESIGN PRINCIPLES

Area	Principles, strategies, details & materials to be safeguarded
Building	<p>Detailed drawings including drawings of:</p> <ul style="list-style-type: none"> • All principal features on the facades e.g. bay studies (1:50 @ A3); • Details of each envelope (including roof) type (1:20 @ A3); • Detailed brick elements including coursing detail and mortar joint profile (1:20 @ A3); • Detailed window reveals (1:20 @ A3); • Detailed concrete elements including interface with brickwork, drip detail, joint profile (1:20 @ A3); • Details of glazing and curtain walling systems including any manifestation (1:20 @ A3); • Details of metalwork to ground floor frontage (1:20 @ A3); • Details to internalised 'feature' stair to front façade, including interface with glazing and curtain walling system (1:20 @ A3) • Key junctions/bonds between materials/finishes (1:20 @ A3); • Ground floor frontages including residential entrances, commercial / workspace frontage, glazing and signage zones, plant room and cycle stores (1:50 @ A3); • Parapets / copings, roof edges, rooftop screening, lift over runs, rooftop amenity (1:20 @ A3); • Elevational location of all joints eg structural, movement, panels (1:100 @ A3); • Elevational location of all openings in envelope eg ventilation grilles, flues, bird & bat boxes (1:100 @ A3); • Elevational location of all items which are fixed to the façade eg fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes, residential entry systems, lightning conductors, plant equipment (1:100 @ A3); • Head, jamb and sill details, including profiles, for all typical openings including to balconies / terraces and all entrances and doors (1:20 @A3); • Details of sculpture yard including floor finishes, surfaces (1:20 @A3) • Details of key architectural metalwork / screens / gates (1:20 @A3); • Details of balconies and terraces including floor finishes (1:20 @A3); • Details of soffits, canopies and / or overhangs, including to ground floor main entrance (1:20 @A3).

	<ul style="list-style-type: none"> • External signage details including elevations and sections (1:50 @A3) only where signage is not contained within its own condition <p>Details of materials and products, including finishes, of:</p> <ul style="list-style-type: none"> • Façade and roof cladding materials; • Brick and mortar type including mortar joint profile; • Concrete (including joint profile and drip details); • Window / door types (including frame profile, frame finish, glass types and any manifestation); • Curtain wall (including frame profile, frame finish, glass types and any manifestation); • Balustrades; • Facing metalwork (e.g. main entrance, signage, feature stair, gates) • Facing timber panelling (e.g. to rear kiln room and substation) • All items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes); • Soffit and canopy materials to front entrance • External terrace finishes including parapet, wall, floor etc <p>The following comments on material samples should be noted:</p> <p>Full-size mock-ups of facades shall be provided at a size to be agreed with the Local Planning Authority. These should be agreed with the LPA prior to construction; if the same detail is repeated across blocks then this can be taken into account during agreement. It is suggested at this stage that the following areas of the façade are captured as a minimum:</p> <ul style="list-style-type: none"> • North elevation; Main building Entrance – Bay mock-up showing <ul style="list-style-type: none"> • Metal cladding to entrance surrounds and contrasting associated signage • Interface between metal entrance and precast concrete elements, cill, drip details and glazing • Inclusion of any fixings including rainwater pipes, louvres/fins, vent grilles etc. • North elevation; Main building curtain walling <ul style="list-style-type: none"> • Curtain walling system • Interface with precast concrete, glazing • Inclusion of any fixings including rainwater pipes, louvres/fins, vent grilles etc.
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	<ul style="list-style-type: none"> • North elevation; Main building Feature Stair – Bay mock-up to show <ul style="list-style-type: none"> • Interface between metal stair, curtain walling system and any other associated fixings • South West Elevation – Bay mock-up showing <ul style="list-style-type: none"> • Interface between precast concrete and brickwork • Inclusion of mesh panelling, fins, louvres, drainage outlets, drip details etc. • Other <ul style="list-style-type: none"> • Kiln / substation
Landscape	<p>Detailed drawings including drawings of:</p> <ul style="list-style-type: none"> • details of proposed finished levels or contours including any alterations in existing ground levels; • means of enclosure and boundary treatments and any associated access points; • car parking layouts including details of petrol and oil interceptors and electrical charging points; • details of all vehicle and pedestrian access points and circulation areas; • details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs; • hard surfacing materials, including dimensions, bonding and pointing; • minor artefacts and structures e.g. street furniture, refuse or other storage units, planters (fixed and moveable), bollards and hostile vehicle mitigation; • location of proposed and existing functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout; • details of all short-stay cycle parking for residential and commercial uses • materials samples of all areas of hard landscaping. • details of public realm to Stratford High Street including interface with Public Highways, service entrance and surrounding pavement area • planting plans including plant schedules, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate; • written specifications including cultivation and other operations associated with plant and grass establishment; • all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage, aeration/irrigation, volume and specification of growing

	<p>medium, tree pit surfacing and measures for protection of planting beds during establishment;</p> <ul style="list-style-type: none"> • details of biodiverse roofs; • mitigation measures to ensure that the proposed soft landscaping, including trees and root barrier systems • biodiversity enhancements; and • implementation programme including time of year for planting. • Any features necessary to achieve safe and comfortable wind conditions according to the Lawson Criteria (i.e. wind mitigation) as specified in the Environmental Statement. • Boundary treatment details • External lighting scheme • Wayfinding / signage • Ecology Strategy details
<p>Sustainability/ M&E (Building Services Engineer)</p>	<ul style="list-style-type: none"> • Sustainability strategy (thermal performance, airtightness, renewables, zero carbon, material use) • Heated/ unheated space & airtightness strategy • Overheating prevention strategy • MEP principles and strategies • RCP plans where these affects external appearance such as walkways • Elements affecting façade such as vents or lighting • All details relating to interfacing elements between retained building frame and proposed structures

PART 3

MONITORING TEAM - ACTIONS AND DELIVERABLES

Workstage	Action	Deliverables	Completion Date
<p>Pre RIBA Stage 3/4 Significantly before any work developing the detail of the design beyond that which is already consented</p>	<p>Initial Design Monitoring Workshop: Following submission of the Design Team Statement, a workshop meeting should take place between the Developer & LPA and should include discussion about: Proposed Design Team members / organisations Proposed Monitoring Team members / organisations Proposed ways of working between the Monitoring Team and the Design Team</p> <p>Representatives of the Planning Team should be present for this meeting.</p> <p>A draft Design Monitoring Plan should be available for discussion setting out the principles of how design quality will be safe guarded. It is suggested that key members of the Design Team and the Monitoring Team are present for this discussion.</p>	<p>Draft Monitoring Plan (provided by the Developer). For discussion with LLDC LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>At RIBA Stage 3/4 Commencement Immediately prior to design commencing the relevant workstage depending on the nature of the application</p>	<p>Design Monitoring Plan: Design Monitoring Plan to be produced by Monitoring Team & submitted to the LPA for sign off, identifying: The Original Design Principles Physical material samples, mock-ups & benchmarks for review & sign off by Monitoring Team/ LPA (including relevant planning conditions) Elements requiring development and resolution Risk elements (such as those requiring resolution with suppliers / subcontractors) Scope of Design Monitoring Reports Plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates & milestones Identify relevant planning conditions, and target dates for discharge Frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages) Information release schedule and construction phase plan</p>	<p>Design Monitoring Plan to be submitted to the LPA prior to start of RIBA Stage 3/4 and/</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>RIBA Stage 3 – 5 During the above RIBA Work Stages</p>	<p>Design Monitoring Reports: Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4. Monitoring Team to provide periodic (typically monthly) desktop reports including progress</p>	<p>Submit Design Monitoring Reports to LPA as supporting information to discharge of each relevant design condition</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	<p>monitoring, commentary and recommendations as follows;</p> <p>Executive summary Report on progress against the Design Monitoring Plan Report on workshops held, with overview of conclusions Report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub-contractor/ supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period Provide commentary and recommendations regarding submission of Design Applications by Design Team Report on any deviations from the Approved Drawings Report on progress on site, and conformity with design / approved planning documents (during stage 5) Commentary on S73 or 96A applications in the period if applicable Status of previous comments and recommendations Actions and decisions required in the next period Conclusions</p>		
<p>RIBA Stage 3 – 5 During the above RIBA Work Stages</p>	<p>Design Application Report For each design related condition discharge a supporting report should be provided including: Executive summary Report on compliance with the Approved Drawings For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition</p>	<p>Submit Design Application Report(s) to the LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>RIBA Stage 5 During the above RIBA Work Stage</p>	<p>Design Monitoring Sample Reviews & Site Visits:</p> <p>Sample reviews: Carry out reviews of samples, mock-ups & benchmarks areas of external envelope and landscaped areas (identified in planning condition & Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the Works. Reviews to be combined with site visits where possible.</p> <p>Site Visits: Undertake site visits to review each building block during construction and monitor against design intent and approved planning</p>	<p>Monitoring Team to attend site visits with the LPA as requested</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	drawings, and sample, mock-up and benchmark areas. Site inspections prior to relevant condition sign off by the LPA of building elements such as façade brickwork or landscaping.		
RIBA Stage 6 During the above RIBA Work Stage	<p>Design Monitoring Completion Letter:</p> <p>For each design related condition a supporting letter at completion should be provided including:</p> <p>Executive summary Report on compliance with the Approved Drawings Commentary on compliance with the information submitted for discharge of conditions Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings</p>	Submit Design Monitoring Completion Letter to the LPA	Submission: DDMMYY Approval: DDMMYY


DRAFTING NOTE

CALCULATION OF DESIGN MONITORING COSTS

Table 1 – Schedule of Fees and Scope Overview for Design Monitoring		
Scale of Development	Indicative fee	Monitoring Team Indicative Scope
Bespoke	£70,000 plus Vat	<p>Design Monitoring Plan (Including workshop)</p> <p style="text-align: right;"><i>3 days</i></p> <p>Design Monitoring Reports: 18 no. (Including reports 3 by landscape architect, approx 10 workshops/ package reviews)</p> <p style="text-align: right;"><i>20 days</i></p> <p>Sample reviews/ site visits; 8no.</p> <p style="text-align: right;"><i>8 days</i></p> <p>Design Monitoring Letter</p> <p style="text-align: right;"><i>1 day</i></p>

IN WITNESS whereof the parties have executed this Agreement 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~~ AUTHORIZED SIGNATORY

Director/Secretary

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

)
)
)
)
)

Director

Director/Secretary

EXECUTED as a Deed (but not delivered until dated) by **SOCIAL INVESTMENT BUSINESS FOUNDATION** acting by two Directors or a Director and the Secretary:-

)
)
)
)
)

Director

Director/Secretary

EXECUTED as a Deed (but not delivered until dated) by **LONDON PENSIONS FUND AUTHORITY** Acting by two authorised signatories:-

)
)
)
)

Chief Executive Officer

Authorised Signatory – Chair/Board Member/Principal Officer

IN WITNESS whereof the parties have executed this Agreement 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 **MARY WARD SETTLEMENT** acting by two Directors or a Director and the Secretary:-

)
)
)
)
Director

Director/Secretary

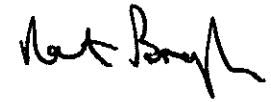
EXECUTED as a Deed (but not delivered until dated) by **SOCIAL INVESTMENT BUSINESS FOUNDATION** acting by two Directors or a Director and the Secretary:-

)
)
)
)
Director

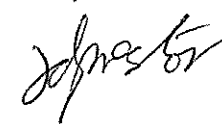
Director/Secretary

EXECUTED as a Deed (but not delivered until dated) by **LONDON PENSIONS FUND AUTHORITY** Acting by two authorised signatories:-

)
)
)
)
Chief Executive Officer



Authorised Signatory – Chair/Board Member/Principal Officer



DRAFTING NOTE
CALCULATION OF DESIGN MONITORING COSTS

Table 1 - Schedule of Fees and Scope Overview for Design Monitoring

Monitoring Team Indicate Scope	Indicative fee	Scale of Development
Design Monitoring Plan (including workshop)	£10,000 plus VAT	8 weeks
Design Monitoring Reports: 18 no. (including reports 3 by landscape architect, approx 10 workshop packages reviews)		3 days
Design Monitoring Leader		1 day
Design Monitoring Leader		8 days
Design Monitoring Leader		20 days
Design Monitoring Leader		3 days

IN WITNESS whereof the parties have executed this Agreement 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 **MARY WARD SETTLEMENT** acting by two Directors or a Director and the Secretary:-

Director

Director/Secretary

EXECUTED as a Deed (but not delivered until dated) by **SOCIAL INVESTMENT BUSINESS FOUNDATION** acting by two Directors or a Director and the Secretary:-

Director

Director/Secretary

EXECUTED as a Deed (but not delivered until dated) by **LONDON PENSIONS FUND AUTHORITY** Acting by two authorised signatories:-

Chief Executive Officer

Authorised Signatory – Chair/Board Member/Principal Officer

DRAFTING NOTE

CALCULATION OF DESIGN MONITORING COSTS

Table 1 - Schedule of Fees and Scope Overview for Design Monitoring

Monitoring Team Indicative Scope	Indicative Fee	Scope of Development
Design Monitoring Plan (including workshop) 3 days	£10,000 plus VAT	Residential
Design Monitoring Reports (8 no. including reports 3 by landscape architect, reports 10 workshop packages) 20 days		
Sample reviews site visits, etc. 8 days		
Design Monitoring Letters 1 day		

IN WITNESS whereof the parties have executed this Agreement 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)
MARY WARD SETTLEMENT)
acting by two Directors or a Director)
and the Secretary:-)

Director

Director/Secretary

EXECUTED as a Deed (but not delivered until dated) by *ROB BENFIELD* as Attorney for)
SOCIAL INVESTMENT BUSINESS FOUNDATION)
acting by two Directors or a Director)
and the Secretary:- *under a Power of Attorney dated 13 March 2014.*)

Rob Benfield, Director of Investments
in the presence of:
Nicola Herd, Nicola Herd,
90 Bocket Rd,
WAC, AL8 7TU.

Director

Director/Secretary

EXECUTED as a Deed (but not delivered until dated) by)
LONDON PENSIONS FUND AUTHORITY)
Acting by two authorised signatories:-)

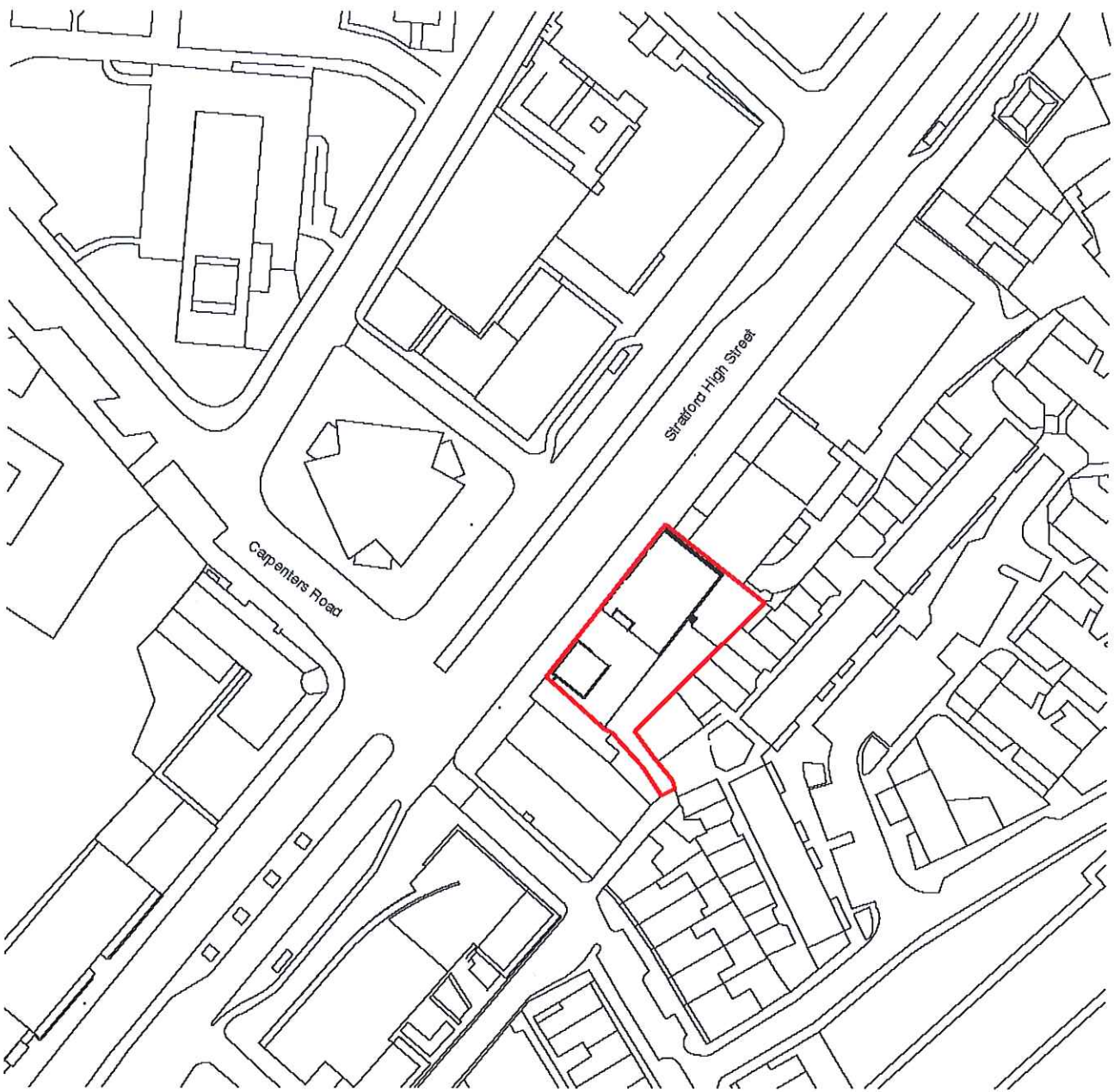
Chief Executive Officer

Authorised Signatory – Chair/Board Member/Principal Officer

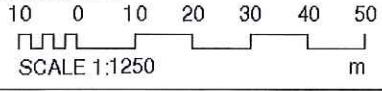
APPENDIX 1

PLAN 1

AWW



Project Title
**Mary Ward Centre
 Stratford**



Drawing Title
Site Location Plan

Rev	Date	Init	Notes	Chkd

AWW inspired environments

London - 106 Weston Street, London, SE1 3QB 020 7160 6000
 Bristol - Rivergate House, Bristol, BS1 6LS 0117 9232535
 Plymouth - East Quay House, Plymouth, PL4 01752 261 282
 01X www.aww-uk.com
 RIBA Chartered Practice

Scale	Sheet	Drawn	Checked	Date
1 : 1250	A4	JK	GB	18.03.20

Status PLANNING	Project No. 4165
Drawing Reference DRG-RVT_MWC	Drawing No. 0100 Revision

This drawing may be scaled for the purposes of Planning Applications, Land Registry and for Legal plans where the scale bar is used, and where it verifies that the drawing is an original or an accurate copy. It may not be scaled for construction purposes. Always refer to figured dimensions. All dimensions are to be checked on site. Discrepancies and/or ambiguities between this drawing and information given elsewhere must be reported immediately to this office for clarification before proceeding. All drawings are to be read in conjunction with the specification and all works to be carried out in accordance with latest British Standards / Codes of Practice.

APPENDIX 2
DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant	Agent
Mary Ward Settlement	Ian Coward Collins & Coward The Courtyard 9A East Street Coggeshall CO6 1SH

Part I - Particulars of Application

Date of Application: **22-Apr-2020** Application No: **20/00112/FUL**

Proposal: **Change of use and extension/alteration of 275-285, High Street, Stratford E15 2TF to provide an adult education centre (Use Class D1), legal advice centre (Use Class D1) and community café (Use Class D1/A3) comprising as follows: the erection of a new third and fourth floor (part double height space with mezzanine); and the installation of new plant enclosure; a rear single storey extension at lower ground floor ; a forward extension across all floors and re-façade of the entire building, comprising GRC panels, aluminium fins, brick, soldier course and glazed curtain walling.**

Location: **Queensway House, 275-285, High Street, Stratford, E15 2TF**

Part II - Particulars of Decision

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

Conditions:

- 1. Time Period**

The development to which this permission relates must be begun no later than three years from the date of this decision notice.

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

2. Approved Plans

The development shall be carried out and retained thereafter in accordance with the following drawings and documents:

Documents

- Planning Statement prepared by Collins Coward dated March 2020
- Preliminary Investigation Report – reference: 18027/PIR_R26 Rev 1.02 dated February 2020;
- Main Investigation Report prepared by Soils Limited – reference: 18027/MIR_R27 dated March 2020;
- Site Waste Management Plan Version 2.0 prepared by Featherstone March 2020;
- Design and Access Statement prepared by AWW dated 27th March 2020;
- Landscape Design Update dated January 2021;
- Principles Design Document Stage 3 Report prepared by Structures – reference: SDS773 dated 27th March 2020;
- Daylight and Sunlight Report prepared by Lumina dated 18th March 2020;
- Energy Statement Rev 1.0 prepared by Featherstone dated 15th March 2020;
- Flood Risk Assessment & SuDs Report prepared by Nimbus – reference: C2307-R1-REV-A dated March 2020;
- Statement of Convergence Report prepared by Collins Coward dated March 2020;
- Transport Statement prepared by Collins Coward dated March 2020;

Drawings

Drawing Title	Drawing Reference	Drawing No.	Revision
Site Location Plan	DRG-RVT_MWC	0100	-
Block Plan	DRG-RVT_MWC	0109	-
Site Plan	DRG-RVT_MWC	0110	A
Proposed Lower Ground Floor Plan	DRG-RVT_MWC	0200	K
Proposed Ground Floor Plan	DRG-RVT_MWC	0201	H
Proposed First Floor Plan	DRG-RVT_MWC	0202	J
Proposed Second Floor Plan	DRG-RVT_MWC	0203	J
Proposed Third Floor Plan	DRG-RVT_MWC	0204	J
Proposed Fourth Floor Plan	DRG-RVT_MWC	0205	J
Proposed Roof Plan	DRG-RVT_MWC	0207	F
Proposed North West Elevation	DRG-RVT_MWC	0300	F
Proposed South East Elevation	DRG-RVT_MWC	0301	E
Proposed North East Elevation	DRG-RVT_MWC	0302	A
Proposed South West Elevation	DRG-RVT_MWC	0303	A
Proposed Section A-A	DRG-RVT_MWC	0310	D
Proposed Sections	DRG-RVT_MWC	0312	C

Reason: To ensure that the development is undertaken in accordance and retained with the approved drawings.

3. Notice of Commencement

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

Reason: To ensure satisfactory compliance with this planning permission.

Pre-commencement justification: To enable the Local Planning Authority to monitor development.

CONSTRUCTION

4. Non-Road Mobile Machinery

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

Reason: To ensure that air quality is not adversely affected by the development.

5. Construction Management Plan

No development, hereby permitted shall commence until full details of the proposed construction methodology, in the form of a Construction Management Plan, have been submitted to and approved in writing by the Local Planning Authority in consultation with Transport for London. The Construction Management Plan shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The Construction Management Plan shall include details regarding:

- a) Hours of work and noise mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) Location and height of any proposed stock;
- d) Deliveries within site, to ensure vehicles would not stop on the highway;
- e) The notification of neighbours with regard to specific works;
- f) Advance notification of road closures;
- g) Measures to mitigate the impact of construction upon the footway, Super Cycle Highway and carriageway on the A118;
- h) Details regarding parking, deliveries, and storage (including hours of deliveries);
- i) Details of measures to prevent the deposit of mud and debris on the public highway;
- j) A feasibility survey shall be carried out to consider the potential for moving demolition and construction material from the site by waterborne freight;
- k) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- l) Details of collaboration with adjoining development sites to mitigate against detrimental impacts;
- m) Any other measures to mitigate the impact of construction upon the amenity of the area and the function and safety of the highway network;

- n) Construction Transport Management Plan (CTMP) including measures such as restricting timing of demolition and construction movements (and access/egress to the site) to avoid peak congested hours on the local road network;
- o) Details of routes and access for construction traffic, including lorry holding areas;
- p) Dealing with complaints and community liaison;
- q) A scheme for protecting nearby residential and commercial properties from noise and other environmental effects.
- r) A commitment that no development, including demolition, shall commence until provision has been made to accommodate all site operatives', visitors' and construction vehicles loading, off-loading, parking and turning within the site or otherwise during the construction period in accordance with the approved details.

The construction shall thereafter be carried out in accordance with the details and measures approved in the Construction Management Plan.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the development process.

Pre-commencement justification: To ensure that construction impacts and mitigation are appropriately planned for and agreed in advance of commencement of works.

6. Construction Dust Monitoring and Mitigation

Prior to commencement of the development hereby permitted a scheme for dust monitoring, assessment and mitigation for all construction activities shall have been submitted to and approved in writing by the Local Planning Authority. The applicant shall have regard to the GLA SPG on the Control of Dust and Emissions During Construction (or any subsequent revision) and the scheme shall include:

- a) An air quality and dust risk assessment;
- b) An air quality dust management plan (which shall include measures for site management, on/off-site vehicle/machinery operation, dust suppression and track-out in order to avoid effects from dust);
- c) Site monitoring;
- d) 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;
- e) The frequency and other arrangements for dust monitoring; and
- f) The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

The construction shall thereafter be carried out in accordance with the approved scheme for dust monitoring, assessment and mitigation for all construction activities.

Reason: To ensure that the construction of the development minimises its environmental impacts and protects local air quality and complies with Policy 7.14 of the London Plan, Policy SI 1 of the Publication London Plan and the GLA SPG Control of Dust and Emissions During Construction.

Pre-commencement justification: Submission and approval is required prior to commencement to ensure that the Local Planning Authority is satisfied that the impact of the construction would be appropriately mitigated.

7. Internal and External Plant Equipment

Prior to the commencement of above ground construction works, full details of internal and external plant equipment and trunking, including building services plant, ventilation and filtration equipment shall have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details and all flues, ducting and other equipment shall be installed in accordance with the approved details prior to the use commencing on site and shall thereafter be retained and maintained in accordance with the manufacturers' instructions.

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

8. Piling Method Statement

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

Reason: To ensure that piling methodology is appropriate. 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.

CONTAMINATION

9. Contamination and Site Characterisation

No development approved by this planning permission (or stage in development as may be agreed in writing with the Local Planning Authority) shall commence until the following have each been submitted to, and approved in writing, by the Local Planning Authority:

1. A preliminary risk assessment and desk study incorporating an assessment of the potential soil vapour risks from the former petrol station 30m from the site. To include an assessment of publicly available information for the former petrol site.
2. Undertake a scheme of ground investigation, based on the preliminary investigation, describing and justifying the scope of investigations to provide sufficient information for a contamination risk assessment. To include soil vapour and ground gas monitoring to inform a soil vapour assessment. The assessment shall demonstrate that the proposed change of use is safe in line with the principles laid out in the National Planning Policy Framework. The scheme of investigation shall be submitted to the LLDC PPDT for approval.
3. A contamination risk assessment and remediation strategy report based on the findings of the ground investigation. Propose and agree with LLDC PPDT mitigation measures (e.g. soil vapour protection), if deemed to be warranted, and detail how these works are to be verified.

The preliminary investigation report (part 1) and scheme of ground investigation (part 2) shall be agreed with the Local Planning Authority before the ground investigation commences. The

contamination risk assessment and remediation strategy (part 3) shall be implemented as approved, with any changes requiring the written consent of 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: Submission and approval is required prior to commencement to ensure that the Local Planning Authority is satisfied that the construction would not give rise to contamination impacts.

10. Unexpected Contamination

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

The addendum remediation implementation and verification method statement shall be implemented as approved, with any changes agreed in writing with the Local Planning Authority.

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

11. Verification Report

No occupation of any part of the permitted development (or stage in development as may be agreed in writing with the Local Planning Authority) shall take place until a verification report demonstrating completion of works set out in the remediation implementation and verification method statement, has been submitted to and approved in writing by the Local Planning Authority.

If the verification report identifies a requirement for long-term monitoring and maintenance (including contingency action) to ensure the effectiveness of the remediation measures implemented, then an addendum verification report(s) shall be submitted to and approved in writing by the Local Planning Authority. Long-term monitoring and maintenance elements of the verification report shall be implemented 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 in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN14 of the Local Plan (July 2020).

DESIGN

12. Secured by Design

The development shall be constructed and operated thereafter to 'Secured by Design Standards' or any superseding standards. A letter or certificate of accreditation to Secured by Design Standards from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of

compliance for the development and areas within the demise have been met and shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the development hereby permitted.

Reason: To ensure that the development maintains and enhances community safety.

Reason: To ensure that the development is safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF and Policy D11 (safety, security and resilience to emergency) of the London Plan.

13. Secured by Design – Certification

Prior to the first use of the development hereby approved a letter or Secured By Design (SBD) certification from Metropolitan Police Designing Out Crime Office stating that appropriate security and SBD measures of compliance for the development and areas within the demise have been met shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development is safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF, London Plan Policy 7.13 and Policy D11 (safety, security and resilience to emergency) of the Publication London Plan.

14. Design – Detailed drawings

Prior to the commencement of any external façade treatment to the building hereby permitted, a schedule detailing the following shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

- a) All principal features on the facades e.g. bay studies (1:50 @ A3);
- b) Details of each envelope (including roof) type (1:20 @ A3);
- c) Detailed brick elements including coursing detail and mortar joint profile (1:20 @ A3);
- d) Detailed window reveals (1:20 @ A3);
- e) Detailed concrete elements including interface with brickwork, drip detail, joint profile (1:20 @ A3);
- f) Details of glazing and curtain walling systems including any manifestation (1:20 @ A3);
- g) Details of metalwork to ground floor frontage (1:20 @ A3);
- h) Details to internalised 'feature' stair to front façade, including interface with glazing and curtain walling system (1:20 @ A3)
- i) Key junctions/bonds between materials/finishes (1:20 @ A3);
- j) Ground floor frontages including residential entrances, commercial / workspace frontage, glazing and signage zones, plant room and cycle stores (1:50 @ A3);
- k) Parapets / copings, roof edges, rooftop screening, lift over runs, rooftop amenity (1:20 @ A3);
- l) Elevational location of all joints eg structural, movement, panels (1:100 @ A3);
- m) Elevational location of all openings in envelope eg ventilation grilles, flues, bird & bat boxes (1:100 @ A3);
- n) Elevational location of all items which are fixed to the façade eg fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes, residential entry systems, lightning conductors, plant equipment (1:100 @ A3);
- o) Head, jamb and sill details, including profiles, for all typical openings including to balconies / terraces and all entrances and doors (1:20 @A3);
- p) Details of sculpture yard including floor finishes, surfaces (1:20 @A3)

- q) Details of key architectural metalwork / screens / gates (1:20 @A3);
- r) Details of balconies and terraces including floor finishes (1:20 @A3);
- s) Details of soffits, canopies and / or overhangs, including to ground floor main entrance (1:20 @A3).
- t) External signage details including elevations and sections (1:50 @A3) only where signage is not contained within its own condition

The development shall be constructed in accordance with the approved detailed drawings and shall be retained thereafter unless otherwise approved in writing by the Local Planning Authority.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3, and Policies BN.1 and BN.4 of the Local Plan (July 2020).

15. Design – Materials and Samples

Prior to the commencement of any external façade treatment to the building hereby permitted, a schedule of materials and products of all external facing materials to be used in the construction of the development hereby approved, along with material sample boards and/or full-size mock-ups, have been submitted to and approved in writing by the Local Planning Authority.

The following details of materials and products, including samples and finishes, are required:

- a) Façade and roof cladding materials;
- b) Brick and mortar type including mortar joint profile;
- c) Concrete (including joint profile and drip details);
- d) Window / door types (including frame profile, frame finish, glass types and any manifestation);
- e) Curtain wall (including frame profile, frame finish, glass types and any manifestation);
- f) Balustrades;
- g) Facing metalwork (e.g. main entrance, signage, feature stair, gates)
- h) Facing timber panelling (e.g. to rear kiln room and substation)
- i) All items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes);
- j) Soffit and canopy materials to front entrance
- k) External terrace finishes including parapet, wall, floor etc

The following comments on material samples should be noted:

Full-size mock-ups of facades shall be provided at a size to be agreed with the Local Planning Authority. These should be agreed with the LPA prior to construction; if the same detail is repeated then this can be taken into account during agreement. The following areas of the façade should be captured as a minimum:

- North elevation; Main building Entrance – Bay mock-up showing:
 - Metal cladding to entrance surrounds and contrasting associated signage
 - Interface between metal entrance and precast concrete elements, cill, drip details and glazing
 - Inclusion of any fixings including rainwater pipes, louvres/fins, vent grilles etc.
- North elevation; Main building curtain walling:
 - Curtain walling system

- Interface with precast concrete, glazing
- Inclusion of any fixings including rainwater pipes, louvres/fins, vent grilles etc.
- North elevation; Main building Feature Stair – Bay mock-up to show:
 - Interface between metal stair, curtain walling system and any other associated fixings
- South West Elevation – Bay mock-up showing:
 - Interface between precast concrete and brickwork
 - Inclusion of mesh panelling, fins, louvres, drainage outlets, drip details etc.
- Other:
 - Kiln / substation

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy Strategic Policy SP.3, Policies BN.1 and BN.4 of the Local Plan (July 2020).

LANDSCAPING

16. Landscape Design

Prior to the occupation of the development hereby approved, full details of hard and soft landscape works and means of enclosure of all un-built, open areas and public realm shall be submitted to and approved in writing by the Local Planning Authority.

Hard landscape details shall include:

- a) details of proposed finished levels or contours including any alterations in existing ground levels;
- b) means of enclosure and boundary treatments and any associated access points;
- c) details of all vehicle and pedestrian access points and circulation areas;
- d) details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs;
- e) hard surfacing materials, including dimensions, bonding and pointing;
- f) minor artefacts and structures e.g. street furniture, refuse or other storage units, planters (fixed and moveable), bollards and hostile vehicle mitigation;
- g) location of proposed and existing functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout;
- h) details of all cycle parking; and
- i) materials samples of all areas of hard landscaping.
- j) details of public realm to Stratford High Street including interface with Public Highways, service entrance and surrounding pavement area

Soft landscape details shall include:

- k) planting plans including plant schedules, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate;
- l) written specifications including cultivation and other operations associated with plant and grass establishment;

- m) all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment;
- n) mitigation measures to ensure that the proposed soft landscaping, including trees and root barrier systems
- o) biodiversity enhancements;
- p) implementation programme including time of year for planting; and
- q) a landscape management plan, including long term design objectives and management responsibilities for all landscape areas, and schedule of landscape maintenance for a minimum period of 5 years.

The landscaping scheme shall be provided in accordance with the approved details prior to the first occupation of the development and shall be retained thereafter unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity, biodiversity and character of the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, T.4, T.9, S.1 and S.4 of the Local Plan (July 2020).

17. Landscape Implementation

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

Planting shall comply to biosecurity requirements and BS:4428 Code of practice for general landscaping operations, BS:3936 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.

Reason: To ensure that the landscaping is carried out within a reasonable period, to ensure new planting becomes established and to maintain a high quality of visual amenity within the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3 and BN.4 of the Local Plan (July 2020).

18. Lighting Scheme

Prior to the installation of any external lighting a lighting scheme, including security lighting and any illumination of the building at night, has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall include:

- a) functions of proposed lighting and the uses it supports
- b) a lux plan showing both proposed and existing retained light sources;
- c) details of time limits on lighting and hours of operation;

- d) details of how the lighting scheme will mitigate any potential biodiversity impacts arising from the installation or operation of the proposed lighting; and
- e) details of fixtures, any supporting structures and systems of control such as timers and sensors.

The lighting scheme shall be provided in accordance with the approved details prior to the first occupation of the development and shall be retained thereafter unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure there is an appropriate level of residential amenity and appropriate features to conserve and enhance the amenity of neighbours and wildlife habitats in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, S.1 and S.12 of the Local Plan (July 2020).

19. Wayfinding /Signage

Prior to the occupation of the development hereby approved, details of a signage strategy for the site including wayfinding, street signage and traffic related signage shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include locations and details of fittings and supporting structures. The wayfinding/signage shall be provided in accordance with the approved details prior to the first occupation of the development and shall be retained thereafter unless otherwise approved in writing by the Local Planning Authority. The development shall not be occupied/used until it has been carried out in accordance with the approved details.

Reason: To ensure legibility of the site in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, S.1 and S.12 of the Local Plan (July 2020).

20. Advertisements – Restrictions

Notwithstanding the provisions of the Town and Country Planning (Control of Advertisements) (England) Order 2007, no external advertisements are permitted to be displayed as part of the development hereby permitted without the prior written consent of the Local Planning Authority.

Reason: To protect the external appearance and design quality of the development.

TRANSPORT

21. Road Safety Audit

No development hereby permitted shall take place until a Road Safety Audit (RSA) has been undertaken, and submitted to, and approved in writing, by the Local Planning Authority. The RSA shall include review of road signage, confirmation that the emergency services agree the access provision and a commitment to undertake any mitigation measures identified in the audit. The Road Safety Audit shall be carried out in consultation with Transport for London. Any necessary works shown to be required as a result of the RSA shall be carried out in accordance with the approved Road Safety Audit; and no part of the development shall be occupied until the works have been constructed in accordance with approved details.

Reason and pre-commencement justification: In the interests of highway safety.

NOISE

22. Noise Levels – Mechanical Equipment or Plant

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

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

23. Noise from construction

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

Reason: To ensure that best practicable means are used to reduce noise generated by construction in accordance with Policy 7.15 of the London Plan, Policy D4 of the Publication London Plan and Policy BN.11 of the Local Plan (July 2020).

24. Plant Noise

Before any heating, air conditioning or other plant is installed, details of that plant, including any noise mitigation and predicted noise levels at the nearest sensitive receptor, shall be submitted to and approved in writing by the local planning authority. The assessment shall be submitted in accordance with BS4142:2014. The rating noise levels from the installed plant shall not exceed 10dB lower than the background noise at any sensitive receptor. The plant shall be installed and retained in accordance with the approved details.

Reason: To ensure that nearby sensitive receptors do not suffer a loss of amenity by reason of excess noise.

25. Hours of Operation

The use hereby permitted under Class D1 of the Town and Country Planning (Use Classes) Order 1987 (as amended), shall not be carried on outside the hours of 09:30 to 22:00 Monday to Friday, and 09:30 to 18:00 Saturday to Sunday (including Bank Holidays). The use hereby permitted under Class A3 of the Town and Country Planning (Use Classes) Order 1987 (as amended), shall not be carried on outside the hours of 09:30 to 22:00 Monday to Sunday (including Bank Holidays).

External terrace areas shall not be used by members of the public after 21:00.

Reason: To prevent noise and disturbance in accordance with policy BN.11 of the Local Plan (July 2020).

MANAGEMENT

26. Operational Waste Management Plan

Prior to the occupation of the development hereby permitted, an Operational Waste Management Plan (OWMP) shall be submitted to and approved in writing by the Local Planning Authority.

The OWMP shall include details to verify that the spatial provision, and arrangements for managing waste on the site meet the requirements of the Newham Waste Management Guidelines for Architects and Property Developers, BS5906: 2005, and appropriate Building Regulations. The OWMP shall include targets for waste reduction and recycling and how these will be achieved. The development shall be operated in accordance with the agreed details.

Reason: To ensure suitable provision for the occupiers of the development and to encourage the sustainable management of waste.

27. Site Waste Management Plan – Pre-refurbishment Audit

Prior to the commencement of the development hereby permitted, a pre-refurbishment audit of the existing building and structure shall be carried out and the results detailed in a Resource Management Plan to be submitted to and approved in writing by the Local Planning Authority.

The development shall be operated in accordance with the agreed details.

Reason: To ensure suitable provision for the occupiers of the development and to encourage the sustainable management of waste.

SUSTAINABILITY

28. BREEAM

There shall be no occupation/use of the premises hereby approved, until 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 and demonstrating reasonable endeavours in aiming to achieve an 'Excellent' rating, has been 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.

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

Reason: To ensure that high standards of sustainability are achieved, in accordance with Policy SI 2 and SI 5 of the Publication London Plan and Policies S2 and S.4 of the Local Plan (July 2020).

29. Circular Economy

Prior to the commencement of the development hereby permitted, a Circular Economy Statement for the development shall be submitted to and approved in writing by the Local Planning Authority. The Circular Economy Statement shall demonstrate:

- i. how all materials arising from demolition works will be re-used and/or recycled
- ii. how the proposal's design and construction will enable building materials, components and products to be disassembled and re-used at the end of their useful life
- iii. opportunities for managing as much waste as possible on site
- iv. adequate and easily accessible storage space to support recycling and re-use

- v. how much waste the proposal is expected to generate, and how and where the waste will be handled

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

Reason: To ensure that high standards of sustainability are achieved, in accordance with Policy SI 7 of the London Plan and Policies S2 and S.4 of the Local Plan (July 2020).

Pre-commencement justification: Submission and approval is required prior to commencement to ensure that the Local Planning Authority is satisfied that the construction would follow the Circular Economy principles.

30. Ventilation Strategy

Prior to the occupation of the development hereby approved, a ventilation strategy for the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall demonstrate adequate mitigation measures to ensure that the air supplied to the building does not exceed the relevant ambient air quality objectives. The development shall be thereafter carried out in accordance with the approved details prior to first occupation, and the mitigation measures permanently retained and maintained as part of the development.

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

31. Detailed Energy Strategy

Prior to the commencement of the development hereby permitted, a detailed energy strategy shall be submitted to and approved in writing by the local planning authority. The strategy shall be prepared in accordance with the London.gov.uk Energy Assessment Guidance 2020, and shall demonstrate how the development would achieve a zero carbon development and a minimum on-site reduction of carbon emissions of at least 35% beyond Building Regulations 2013. The development shall be carried out and retained in accordance with the agreed strategy.

Reason: To ensure that high standards of sustainability are achieved, in accordance with Policy SI 7 of the London Plan and Policies S2 and S.4 of the Local Plan (July 2020).

Pre-commencement justification: Submission and approval is required prior to commencement to ensure that the Local Planning Authority is satisfied that the development would meet energy efficiency targets.

32. Fire Strategy

Prior to the occupation of the development hereby approved, a Fire Strategy prepared by a third party suitably qualified assessor shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Local Authority Building Regulations Inspector or an Approved Inspector). The strategy shall detail how the proposed development would function in terms of:

- the building's construction: methods, products and materials used; and

- access for fire service personnel and equipment: how this would be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, including sprinklers, and the ongoing maintenance and monitoring of these.

The strategy shall be implemented prior to first occupation in accordance with the approved details and permanently retained and maintained thereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with Policy D11 of the London Plan.

33. Surface Water Drainage Strategy

The development hereby permitted shall not commence until a surface water and foul drainage and sewer flooding scheme, based on sustainable drainage principles, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include as a minimum:

- A completed 'Newham Surface Water Drainage Pro-forma for new developments'; and
- Details of how the proposed surface water drainage scheme will be maintained; and detail of ownership, management and maintenance arrangements for the development.

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

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and to improve habitat and amenity in accordance with Policies 5.12 and 5.13 of the London Plan (2016) and Policy S.8 and BN.13 of the Local Plan (2020).

Pre-commencement justification: To ensure risk of flooding is mitigated and protect water quality across the site.

INFORMATIVES

1. Thames Water – Groundwater Risk

"A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Thames Water would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

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

3. Secure by Design – Metropolitan Police

In aiming to satisfy conditions 12 and 13 the applicant should seek the advice of the Police Designing Out Crime Officers (DOCOs) at an early stage and maintain engagement throughout the construction of the development. The services of the Police DOCOs are available free of charge and can be contacted via docomailbox.ne@met.police.uk or 0208 217 3813.

4. LB Newham – Bollard on Stratford High Street

The applicant is reminded to contact the London Borough of Newham Highways department and secure the necessary approvals for the installation of a bollard either side of fire escape door which open onto highway land at the front of the building to deter pedestrians from that desire line.

Proactive and Positive Statement

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

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

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

Dated this: [XXXX]



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

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

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

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

Purchase Notice

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