

DATED 13 April 2023

- (1) LONDON LEGACY DEVELOPMENT CORPORATION  
(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM

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**PLANNING OBLIGATION BY AGREEMENT**  
made pursuant to section 106 of the Town and Country  
Planning Act 1990  
and all other powers enabling  
relating to land at James Riley Point, Carpenters Road,  
Stratford, E15 2HZ

21/00543/FUL

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Pinsent Masons

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THIS AGREEMENT is made on

13 April

2023

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "**LPA**"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall, Barking Road, London E6 2RP (the "**Developer**").

**WHEREAS:-**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer is the owner of the freehold interest in the Site which is registered at the Land Registry with Title Number NGL161282.
- (C) The Planning Application was validated by the LPA on 3 December 2021.
- (D) On 24 May 2022, the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (E) 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.
- (F) 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 the Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Commencement"	means the carrying out of a material operation comprised in the Development (or such part as may be specified) as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) any Preparatory Works and " <b>Commence</b> " and " <b>Commenced</b> " 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 " <b>Complete</b> " and " <b>Completion</b> " shall be construed accordingly

"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and " <b>Compliance</b> " shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Newham and its successor in function
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties or any of them in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law) and for the avoidance of doubt and without limitation "Dispute" shall include a situation where a Consent has been sought from a Party and has either been refused or is considered by a Party to have been unreasonably delayed
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof and " <b>First Occupy</b> " and " <b>First Occupier</b> " shall be construed accordingly
"GLA"	means the Greater London Authority or its successor in function
"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 (thirteen) square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 (thirteen) square metres, bathrooms, toilets, corridors and halls
"Highway Authority"	means the Council or its successors in function
"Home User Guide"	means a guide provided to the end user, owner, lessee or occupier of the Residential Units within the Development in order to reduce their energy use and inform energy saving methods, including but not limited to: <ul style="list-style-type: none"> <li>(a) Promoting the use of energy efficient appliances; and</li> <li>(b) The installation of energy appliances where these are installed as a part of the initial fit out.</li> </ul>
"Index"	means (unless otherwise specified in this Agreement) the All-in Tender Price Index for Greater London published by the Building

	Cost Information Service or if the same shall cease to be published such alternative index agreed by the LPA and the Developer
<b>"Indexed"</b>	means in relation to a sum that it is to be increased in accordance with Clause 14.2
<b>"Interest"</b>	means interest at 3% (three per cent) above the base lending rate of Barclays Bank Plc from time to time
<b>"Occupy", "Occupied" and "Occupation"</b>	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
<b>"Off Site"</b>	means on land outside the Site
<b>"On Site"</b>	means on land within the Site
<b>"Parties"</b>	means the parties to this Agreement and the word <b>"Party"</b> shall mean any one of them
<b>"Plan 1"</b>	means the plan labelled Plan 1 and numbered CER1A-JEP-X0-ZZ-DR-A-306000-RevP02 attached at Appendix 2 of this Agreement showing the Site
<b>"Plan 2"</b>	means the plan labelled Plan 2 and numbered CER1A-ECD-X0-XX-DR-A-307112-RevP04 attached at Appendix 2 of this Agreement showing the Affordable Housing Units (as defined in Schedule 1)
<b>"Plan 3"</b>	means the plans labelled Plan 3A, Plan 3B and Plan 3C and numbered CER1A-JEP-X0-00-DR-A-306100-RevP5; CER1A-JEP-X0-B1-DR-A-306101-RevP5 and CER1A-JEP-X0-01-DR-A-306102-RevP5 respectively attached at Appendix 2 of this Agreement showing the Community Facilities (as defined in Schedule 2)
<b>"Plan 4"</b>	means the plan labelled Plan 4 attached at Appendix 2 of this Agreement showing the Off Site Play Space (as defined in Schedule 4)
<b>"Plan 5"</b>	means the plan labelled Plan 5 attached at Appendix 2 showing the Play Areas and the PAOS (as defined in Schedule 4)
<b>"Planning Application"</b>	means the application given reference 21/00543/FUL for full planning permission for the refurbishment of the existing 23 storey James Riley Point tower block to provide 136 residential units (Class C3) through refurbishment and alteration of internal arrangements of existing units and new façade including the addition of new balconies and roof parapet walls. Extension of the ground floor to provide new access arrangements and new two-storey buildings to provide a 2,486 sqm relocated community facility (Use Class E), public realm and landscaping improvements including alteration to parking arrangements, new tree planting, environmental improvements and associated infrastructure
<b>"Planning Permission"</b>	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the draft form of which is attached at Appendix 1

<b>"Preparatory Works"</b>	means the following enabling works: <ul style="list-style-type: none"> <li>(a) archaeological investigations;</li> <li>(b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions;</li> <li>(c) investigations for the purpose of assessing ground conditions;</li> <li>(d) site clearance;</li> <li>(e) demolition of existing buildings On Site;</li> <li>(f) the erection of hoardings or other means of enclosure for site security operations;</li> <li>(g) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development;</li> <li>(h) (so far as is necessary) the creation of temporary access to and through the Site; and</li> <li>(i) (so far as is necessary) the diversion or laying of services;</li> </ul>
<b>"Private Residential Units"</b>	means Residential Units which are not Affordable Housing Units (as defined in Schedule 1)
<b>"Reasonable Endeavours"</b>	means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary in this Agreement) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development) and the obligation in question
<b>"Requisite Consents"</b>	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
<b>"Residential Unit"</b>	means a residential unit provided as part of the Development and the phrase " <b>Residential Units</b> " shall be construed accordingly
<b>"Site"</b>	means the land shown edged red on Plan 1
<b>"TfL"</b>	means Transport for London or its successor in function
<b>"Utility Undertaker"</b>	means any provider of gas, electricity, energy, water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or

more of those services to any member of the public or any occupier of premises within the Site

**"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) Recital is to a Recital to this Agreement; and
- (e) Plan, is to a plan annexed to this Agreement as an Appendix;

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

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

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

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall unreasonably withhold or delay the giving or making of the same;

1.2.5 references to the Site include any part of it;

1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;

1.2.7 "including" means "including without limitation";

1.2.8 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;

1.2.9 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;

1.2.10 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing; and



- 1.2.11 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 9 the findings of the Expert shall (save in relation to fraud or manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or other consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site,

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

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

## 2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011 or section 16 of the Greater London Councils (General Powers) Act 1974.

- 2.4 Without prejudice to paragraph 9 of Schedule 1 to this Agreement the obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
  - 2.4.2 individual owners tenants and occupiers of the Affordable Housing Units and their individual mortgagees and chargees and those deriving title from them;
  - 2.4.3 individual owners tenants and occupiers of the Private Residential Units and their individual mortgagees and chargees and those deriving title from them; or
  - 2.4.4 any Affordable Housing Provider (and their mortgagees and chargees) except in relation to the obligations in Paragraphs 4-7 (inclusive) of Schedule 1 to this Agreement which shall bind such parties notwithstanding Clause 2.7 below.
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs (save for interests in the nature of an easement or the benefit of a restriction or similar) but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to Clause 2.11 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 Subject to clause 2.12 below, if the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in 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 Date,

save for:

3.1.3 the provisions of this Clause 3, Clauses 1, 2, 4.1.2, 6, 9, 10, 11, 12, 13, 15, 16 and 17 which shall come into effect immediately upon completion of this Agreement; and

3.1.4 the provisions of paragraph 3.2 of Schedule 1; paragraph 2 of Schedule 2; Schedule 6 and paragraph 2 of Schedule 7 (and all instances where express provision is made for a covenant or obligation to be performed prior to the Commencement Date) which shall come into effect upon the grant of the Planning Permission.

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

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

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

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

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

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

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

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

5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 (ten) years of the date of receipt by the LPA of such payment together with interest.

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

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

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

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

## 6. NOTICES

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

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

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

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

### LPA:

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

For the attention of: Director of Planning Policy and Decisions

### Developer:

Address: Newham Council  
1000 Dockside Road  
London  
E16 2QU

For the attention of: Mark Green – Regeneration Department (Interim Head of Estate Regeneration)

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

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

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

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

## 8. VERIFICATION AND ENFORCEMENT

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

## 9. DISPUTE RESOLUTION

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

9.2 The Notice must specify:-

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

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

9.2.3 the proposed Expert.

9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 15 (fifteen) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

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

9.5 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.

9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.

9.7 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:-

9.7.1 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;

9.7.2 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;

9.7.3 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;

- 9.7.4 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
- 9.7.5 in all other cases, the President of the Law Society to nominate the Expert.
- 9.8 Where the Dispute relates to the refusal or withholding or delay in providing a Consent by the LPA the Expert shall determine whether or not the Consent in question has been unreasonably refused or withheld or delayed.
10. **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.
11. **DUTY TO ACT REASONABLY**
- The Parties agree with one another to act reasonably in the fulfilment of this Agreement.
12. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement (with the exception of the Parties' successors in title).
13. **THE LPA'S COSTS**
- 13.1 The Developer agrees that it will on completion of the Agreement pay the LPA's reasonable legal costs reasonably and properly incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement).
14. **FINANCIAL CONTRIBUTIONS AND INDEXATION**
- 14.1 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.
- 14.2 All payments or financial contributions to be paid pursuant to this Agreement and that are stated as a fixed sum in this Agreement and are not (save for Indexation itself) to be calculated at a later date will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid (unless otherwise stated in this Agreement) (save for the avoidance of doubt those sums referred to in Clause 13 above).
15. **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.
16. **JURISDICTION AND LEGAL EFFECT**
- 16.1 This Agreement shall be governed by and interpreted in accordance with the law of England.
- 16.2 The provisions of this Agreement (other than this Clause 16.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

17. **EXECUTION**

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

## SCHEDULE 1

### AFFORDABLE HOUSING

#### 1. DEFINITIONS

- "Affordable Housing"** means housing including Social Rented Housing, London Affordable Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should:-
- (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and
  - (b) include provision for the home to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the Local Government Act 1963)
- "Affordable Housing Contract"** means a binding contract between the Developer and the Affordable Housing Provider for transfer of Affordable Housing Units to the Affordable Housing Provider
- "Affordable Housing Management Scheme"** means a scheme specifying
- a) the management, maintenance and servicing arrangements for the Affordable Housing Units; and
  - b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charges
- "Affordable Housing Plan"** means Plan 2 showing the location of the Affordable Housing Units which are attached at Appendix 2 of this Agreement as the same may be amended from time to time with the prior written approval of the LPA
- "Affordable Housing Provider"** Means:
- a) the Council; or
  - b) a provider of Affordable Housing that is
    - (i) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);
    - (ii) on the Council's list of approved registered providers; and
    - (iii) approved in respect of the Development by the LPA (such approval not to be



unreasonably withheld or delayed) pursuant to paragraph 2 of this Schedule

<b>"Affordable Housing Scheme"</b>	<b>Housing</b>	means a scheme specifying the quantum, size, tenure and location of the Affordable Housing Units in accordance with the Affordable Housing Tenure Split
<b>"Affordable Housing Tenure Split"</b>		means:  (a) maximum 17 (seventeen) of the Affordable Housing Units to be provided for First Occupation as Intermediate Housing to Shared Ownership Tenants pursuant to the Landlord Offer and for subsequent occupations as London Affordable Rented Housing; and  (b) minimum 115 (one hundred and fifteen) of the Affordable Housing Units to be provided as Social Rented Housing or London Affordable Rented Housing
<b>"Affordable Housing Units"</b>		means the Residential Units forming part of the Development as shown on the Affordable Housing Plan to be provided as Affordable Housing pursuant to the terms of this Schedule
<b>"Charge"</b>		means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee
<b>"Chargee"</b>		means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
<b>"Date of Deemed Service"</b>		means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of this Schedule:  (a) in the case of service by delivery by hand of the Default Notice to the LPA's offices at the address specified in Clause 6 above during the LPA's office hours, the date on which the Default Notice is so delivered; or  (b) in the case of service by using first class registered post to the LPA's offices at the address specified in Clause 6 above, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) <b>PROVIDED THAT</b> the Chargee is able to evidence that the Default Notice was actually delivered to the LPA (by Royal Mail proof of delivery or otherwise)
<b>"Default Notice"</b>		means a notice in writing served on the LPA by the Chargee under paragraph 9.2.1 of this Schedule of the Chargee's

	intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units
<b>"Grant Funding"</b>	means any capital funding provided by Homes England, GLA or any other public body for the delivery of additional Affordable Housing in the Development
<b>"Homes England"</b>	means Homes England or its successor in function
<b>"Intention Notice"</b>	means a notice in writing served on the Chargee by the LPA under paragraph 9.4 of this Schedule that the LPA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
<b>"Intermediate Housing"</b>	means submarket housing which is available at rents which are above guideline target rents as determined through the National Rent Regime but below open market levels and which housing includes schemes such as Shared Ownership Housing provided always that such schemes meet the affordability criteria set out in the London Plan as updated from time to time in accordance with the London Plan Annual Monitoring Report
<b>"Landlord Offer"</b>	means the offer made to leaseholders on the wider Carpenters Estate to occupy a Shared Ownership Unit in the Development
<b>"Local Boroughs"</b>	means the London Borough of Tower Hamlets, the London Borough of Newham, the London Borough of Waltham Forest and the London Borough of Hackney
<b>"London Affordable Rented Housing"</b>	<p>means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that:</p> <p>(a) including Service Charges is not more than 80% (eighty per cent) of local market rents (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); and</p> <p>(b) excluding Service Charges is no higher than the relevant benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed between the GLA and the Affordable Housing Provider of the relevant London Affordable Rented Housing Units</p> <p>PROVIDED THAT and if benchmark rents are not published annual rent increases shall be capped at the annual increase in the consumer price index plus 1%.</p>
<b>"London Affordable Rented Units"</b>	means the Affordable Housing Units to be provided as London Affordable Rented Housing pursuant to the terms of this Schedule together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Units

<b>"London Plan"</b>	the London Plan March 2021 as updated from time to time in accordance with the London Plan Annual Monitoring Report
<b>"Mayor's Funding Guidance"</b>	means "Homes for Londoners: Affordable Homes Programme 2021-2026" published by the Mayor of London in November 2020 or any update or replacement Guidance
<b>"Moratorium Period"</b>	means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of this Schedule, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling 3 (three) months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)
<b>"Model Form of Lease"</b>	means the model forms of lease for Shared Ownership Housing set out in the GLA's Capital Funding Guide from time to time
<b>"National Rent Regime"</b>	means the regime under which the social rents of tenants of social housing are set, with particular reference to the Rent Standard (as the same may be amended or superseded)
<b>"Option"</b>	means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 9.4 of this Schedule for the purchase of the Affordable Housing Units
<b>"Perpetuity"</b>	means a minimum period of 125 (one hundred and twenty-five) years from the date of First Occupation of an Affordable Housing Unit
<b>"Rents and Nominations Agreement"</b>	means the Council's standard rents and nominations agreement subject to such amendments as may be agreed between the Council and the Affordable Housing Provider
<b>"Rent Standard"</b>	means the Department for Levelling Up, Housing and Communities' "Rent Standard" published in April 2020 or any successor guidance
<b>"Service Charges"</b>	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit
<b>"Shared Ownership Housing"</b>	means Intermediate Housing occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement version) where the lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease
<b>"Shared Ownership Tenant"</b>	means a tenant who will Occupy a Shared Ownership Unit pursuant to the Landlord Offer
<b>"Shared Ownership Occupier Tenants"</b>	means the four private long leasehold home owners who will be relocated during the construction of the Development and allocated a first right of return to their homes in the Development at the following addresses:

41 James Riley Point, Carpenters Road, Stratford E15 2HY  
44 James Riley Point, Carpenters Road, Stratford E15 2HY  
98 James Riley Point, Carpenters Road, Stratford E15 2ZH  
128 James Riley Point, Carpenters Road, Stratford E15 2ZH

<b>"Shared Ownership Units"</b>	means 17 Affordable Housing Units to be provided as and made available for Shared Ownership Housing in accordance with the approved Affordable Housing Scheme
<b>"Social Rented Housing"</b>	means rented housing owned and managed by local authorities or Affordable Housing Providers for which guideline target rents are determined through the National Rent Regime
<b>"Staircasing"</b>	means the purchase by the owners of additional equity in a Shared Ownership Unit
<b>"Sums Due"</b>	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
<b>"Wheelchair Affordable Housing Units"</b>	means the 4 Affordable Housing Units to be designed and constructed in accordance with Optional Requirement M4 (3) Category 3 of Part M of the Building Regulations in accordance with condition 40 of the Planning Permission

## 2. **AFFORDABLE HOUSING PROVIDER**

Prior to the Commencement Date the Developer shall confirm to the LPA if the Affordable Housing Provider for the Development will be the Council or an alternative Affordable Housing Provider.

## 3. **AFFORDABLE HOUSING PROVISION**

- 3.1 Subject to paragraph 9 below the Developer shall provide not less than 96% (ninety six per cent) of the Habitable Rooms (for the avoidance of doubt this shall be a maximum of 132 Residential Units) within the Development as Affordable Housing in accordance with the provisions of this Schedule.
- 3.2 Prior to Commencement the Developer shall submit to the LPA for approval the Affordable Housing Scheme and the Developer shall not Commence until the LPA has approved the Affordable Housing Scheme.
- 3.3 The Affordable Housing Units shall be provided in accordance with the approved Affordable Housing Scheme unless otherwise agreed in writing with the LPA and shall be tenure blind from the Private Residential Units.

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

- 4.1 The cost of rent and/or mortgage payments and Service Charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the GLA from time to time in the London Plan (and updated in the London Plan Annual Monitoring Report). It is acknowledged that at the date of this Agreement the relevant London Plan Annual Monitoring Report states that the applicable income threshold is £90,000 (ninety thousand pounds) per annum.
- 4.2 Prior to the disposal (save for disposal to an Affordable Housing Provider) or Occupation of the first of the Shared Ownership Units to be Occupied the Developer shall submit to the LPA a scheme containing details of how rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units will be affordable to the Shared Ownership Tenants.

- 4.3 The Developer shall:
- 4.3.1 market the Shared Ownership Units to previous residents of the Carpenter's Estate according to the Landlord Offer for a period of at least three months;
  - 4.3.2 make any offers pursuant to the Landlord Offer to those previous residents of the Carpenter's Estate with a right to return in writing and shall specify the cut-off date for acceptance which shall be no less than three months;
- 4.4 After a period of three months from an initial offer made pursuant to paragraph 4.3.2 above, the Developer may apply in writing to the LPA in relation to being unable to fill the relevant Shared Ownership Unit asking for a tenure change to London Affordable Rent PROVIDED THAT the Developer shall provide to the LPA evidence in writing of an offer to the former residents in accordance with the Landlord Offer, and any such acceptance or refusal, along with any other evidence reasonably required by the LPA.
- 4.5 The LPA shall respond in writing to the Developer within 28 days of a written request for tenure change pursuant to paragraph 4.4 above indicating whether the change to London Affordable Rent is acceptable.
- 4.6 Where the LPA confirms pursuant to paragraph 4.5 above that a tenure change to London Affordable Rent is acceptable:
- 4.6.1 this paragraph 4 shall no longer apply to the relevant Affordable Housing Units; and
  - 4.6.2 the relevant Affordable Housing Units shall be occupied in accordance with paragraphs 5 and 6 of this Schedule 1 in perpetuity.

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

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

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

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

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

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

## 7. WHEELCHAIR AFFORDABLE HOUSING UNITS

7.1 The Developer shall:-

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

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

(a) only market the Wheelchair Affordable Housing Unit to households which include a wheelchair user; and

(b) use Reasonable Endeavours to grant the first tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user,

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

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

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

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

**PROVIDED THAT:**

7.2.3 in the case of a Wheelchair Affordable Housing Unit that is an Affordable Rented Unit in the event that by the date falling 3 (three) weeks from first commencing marketing the subsequent letting of the relevant Wheelchair Affordable Housing Unit, a subsequent tenancy is not granted to a household including a wheelchair user, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 7.2.1 and 7.2.2) and (without prejudice to paragraphs 5 and 6 above) the Developer shall be entitled to market and grant a tenancy of that unit to any household; and

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

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

8. **GENERAL**

8.1 Unless the Council is the Affordable Housing Provider, the Developer shall ensure that:

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

- (a) deliver a duly executed Rents and Nominations Agreement providing for nominations rights in relation to the Affordable Rented Units on the basis of 100% nominations rights in relation to first lettings and 75% nominations rights for subsequent lettings to the LPA within 6 (six) months of date of the Affordable Housing Contract; and
- (b) advertise and allocate the Shared Ownership Units via the GLA's London-wide Homes for Londoners platform or if that platform ceases to operate such other platform or process as may be first agreed in writing with the Council.

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

8.3 The Developer covenants that no Affordable Housing Unit shall be Occupied until an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and thereafter:

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

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

- (a) changes to the said service charge or estate or other charges (as applicable) set out in the approved Affordable Housing Management Scheme of not more than 5% (five per cent) of the said service charge or estate or other charges (as applicable) shall be permitted; and

8.3.3 changes to the said service charge or estate or other charges (as applicable) set out in the approved Affordable Housing Management Scheme of more than 5% (five per cent) of the said service charge or estate or other charges (as applicable) shall not be permitted other than by agreement in writing by the LPA.

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

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

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

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

9. **MORTGAGEES OF AFFORDABLE HOUSING PROVIDER**

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

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

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

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

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

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

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

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

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

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

9.4.4 the Option will expire upon the earlier of

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

(b) the expiry of the Moratorium Period;

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

9.5 Following the service of the Intention Notice:

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



- 9.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:
- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule; and
  - (b) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 9.6 On the date falling 10 (ten) Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 9.5.2(a) above:
- 9.6.1 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
  - 9.6.2 if, on the date falling 15 (fifteen) Working Days after service of the Intention Notice, the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
  - 9.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 9.5.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;
  - 9.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
  - 9.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
  - 9.6.6 the independent surveyor shall make his/her decision and notify the LPA, the LPA's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 (fourteen) days after his/her appointment and in any event within the Moratorium Period; and
  - 9.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 9.7 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:
- 9.7.1 the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
  - 9.7.2 the LPA (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
  - 9.7.3 the LPA (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

9.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 9.2 to 9.7 above (inclusive)

## SCHEDULE 2

### COMMUNITY FACILITIES

#### 1. DEFINITIONS

- "Community Facilities"** means 2,486 sqm within the Development to be provided as community space and facilities in accordance with this Schedule in the location(s) shown on Plan 3
- "Community Facilities Strategy"** means a strategy (as may be updated by written agreement with the LPA from time to time) for the provision of the Community Facilities in accordance with the details at paragraph 2.1.2 of this Schedule

#### 2. COMMUNITY FACILITIES

##### 2.1 The Developer covenants with the LPA:-

- 2.1.1 to submit the Community Facilities Strategy to the LPA for approval within 6 months of the Commencement Date;
- 2.1.2 to ensure that the Community Facilities Strategy includes:
- (a) the proposed location and indicative plan of the Community Facilities;
  - (b) the proposed timing of delivery of the Community Facilities;
  - (c) the proposed marketing strategy for the Community Facilities;
  - (d) a requirement to monitor the operation of the Community Facilities Strategy and to report to the LPA regarding its implementation; and
  - (e) the proposed letting/rental/lease/licence terms for occupants/operators of the Community Facilities PROVIDED THAT the rent charged for the Community Facilities shall cover operational costs only;
- 2.1.3 to Practically Complete the Community Facilities ready for occupation and not to Occupy the Development unless and until the Community Facilities have been Completed and are ready to be occupied.
- 2.1.4 not to Occupy the Community Facilities other than in accordance with the approved Community Facilities Strategy for the life of the Development unless otherwise agreed with the LPA.

## SCHEDULE 3

### LOCAL LABOUR AND EMPLOYMENT

#### 1. DEFINITIONS

<b>"Growth Boroughs"</b>	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
<b>"Local Labour and Business Schemes"</b>	means established careers development programmes run or supported by the LPA, the Growth Boroughs or partner organisations
<b>"Local Labour Monitoring Report"</b>	means a report detailing for the previous calendar year how the Development has met the obligations in paragraph 2.1 of this Schedule during the construction period, including but not limited to:-  (a) the number of job vacancies arising from the Development which have been advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;  (b) the number of job vacancies arising from the Development which have been filled pursuant to the advertisements in Local Labour and Business Schemes and job centres in the Growth Boroughs;  (c) the percentage of construction and end-use jobs which have been provided as apprenticeships;  (d) the percentage of construction and end-use jobs filled by persons living in the Growth Boroughs; and  (e) confirmation that the London Living Wage is promoted for all construction jobs
<b>"London Living Wage"</b>	means the minimum amount (currently £11.95) of pay per hour that all workers in London should receive, as published from time to time by the GLA
<b>"National Considerate Constructors Scheme"</b>	means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavements congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to the respect of people

#### 2. LOCAL LABOUR AND LOCAL BUSINESS

- 2.1 The Developer shall use Reasonable Endeavours to procure that its contractors (in respect of construction vacancies and jobs arising from the construction of the Development) and its tenant(s)

and any sub-tenants (in respect of Workspace vacancies and jobs) use Reasonable Endeavours to ensure that:

- 2.1.1 at least 50% (fifty per cent) of the workforce are from a black, Asian or minority ethnic background;
- 2.1.2 at least 50% (fifty per cent) of the construction workforce are to be women;
- 2.1.3 at least 5% (five per cent) of the construction workforce are to be disabled;
- 2.1.4 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
- 2.1.5 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 2.1.6 the recruitment of persons living in the Growth Boroughs accounts for 25% (twenty five per cent) of the construction jobs arising from the Development;
- 2.1.7 the London Living Wage is paid for all construction jobs at the Development; and
- 2.1.8 work-based learning opportunities are provided at the Development, including not fewer than 4 construction jobs at the Development shall be apprenticeships which shall be prioritised for persons living in the Growth Boroughs);

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

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

### 3. **NATIONAL CONSIDERATE CONSTRUCTORS SCHEME**

- 3.1 The Developer covenants to:

- 3.1.1 comply with the Considerate Constructors Scheme during the construction of the Development;
- 3.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 3.1.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 3.1.1 and 3.1.2 above for duration of the construction phase of the Development.

## SCHEDULE 4

### PUBLIC REALM AND PLAY SPACE

#### 1. DEFINITIONS

- "Common Areas"** means all areas which are used in common by occupiers of the Development including the PAOS and the Play Areas
- "Management Strategy"** means a strategy for the management and maintenance of the Common Areas
- "Off Site Play Space"** means 79 sqm of interim play space to be provided in the location marked 'Interim Off Site Play Provision' shown on Plan 4
- "Permanent Off Site Play Space"** means 79 sqm of play space to be approved and delivered in accordance with paragraph 5.2 of this schedule;
- "Permitted Closures"** means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-
- (a) in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
  - (b) where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over, along or beneath them or any other area or services in the vicinity of the PAOS;
  - (c) where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding);
  - (d) closure for a maximum of 1 (one) day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law; and
  - (e) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained

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

**"Play Areas"** means the play areas shown on Plan 5

**"Publicly Accessible Open Space" or "PAOS"** means areas of the public realm within the Development in accordance with the Planning Permission shown as amenity areas on Plan 5 which shall be maintained and shall be freely accessible to the general public at all times subject to paragraph 3.1 of this Schedule

2. **DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS**

2.1 The Development shall not be Occupied until the Play Areas and PAOS have been Completed.

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

3.1 From the date of Completion of the PAOS (and each part thereof) the Developer shall permit the general public to have continuous access on foot to and over the PAOS at all times free of charge  
**SUBJECT TO:-**

3.1.1 Permitted Closures;

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

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

4. **MANAGEMENT AND MAINTENANCE OF THE PAOS AND PLAY AREAS**

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

4.2 The Management Strategy shall set out detailed proposals for the following:

4.2.1 the management and maintenance (including repair, renewal, cleansing and keeping tidy) of the Common Areas including all associated street furniture, lighting, security equipment and drainage;

4.2.2 management and coordination of waste collection and recycling; and

4.2.3 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.

4.3 The approved Management Strategy shall be implemented from First Occupation and thereafter the Development shall be Occupied in accordance with the approved Management Strategy (as may be amended from time to time with the prior written approval of the LPA) during the lifetime of the Development.

5. **OFF SITE PLAY SPACE**

5.1 The Development shall not be Occupied until the Off Site Play Space has been Completed and made available for public use.

5.2 The Off Site Play space shall be retained until:

5.2.1 details of the Permanent Off Site Play Space has been submitted to and approved in writing by the LPA; and

5.2.2 the Permanent Off Site Play Space has been delivered and made available for public use.

## SCHEDULE 5

### SUSTAINABILITY

#### 1. DEFINITIONS

**"Carbon Offset Contribution"** means a financial contribution to be applied by the LPA in accordance with Part 5 of the Carbon Offset SPD (August 2016) and calculated in accordance with such SPD as follows:

- (a)  $(\text{Carbon gap (tonnes of Co}_2) \times \text{price of carbon (£95 Indexed)} \times 30 \text{ years}) - \text{Carbon Offset Contribution}$

**"Carbon Offset Contribution Calculation"** means a calculation of the amount of the Carbon Offset Contribution on the basis of the as-built performance of the Development

#### 2. CARBON OFFSETTING

2.1 The Developer shall submit the Carbon Offset Contribution Calculation to the LPA prior to First Occupation of the Development and the Developer shall not suffer or permit First Occupation of the Development until the Carbon Offset Contribution Calculation has been submitted to the LPA.

2.2 The Developer shall pay the Carbon Offset Contribution as set out in the approved Carbon Offset Contribution Calculation within 20 Working Days after receipt by the Developer of the LPA's written approval of the Carbon Offset Contribution Calculation.

2.3 For the avoidance of doubt and without limitation any dispute in respect of the matters referred to in this Schedule may be referred for determination pursuant to Clause 9 of this Agreement.

#### 3. REDUCTION OF ENERGY DEMAND

3.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):-

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

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

3.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development where feasible (or any part thereof) and this information will be included in the Home User Guide.



## SCHEDULE 6

### DESIGN MONITORING

#### 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 (as amended, varied or replaced from time to time pursuant to a S73 Permission or a S96A Amendment)
- "Architect"** means Proctor Matthews Architects /ECD Architects
- "Ceramicist"** means Lorraine Rutt
- "Design Application"** means one of the following:
- (a) an application to the LPA for the approval of details pursuant to one or more Design Conditions;
  - (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings;
  - (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
- "Design Application Report"** means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:
- (a) report on the compliance of the Design Application with the Approved Drawings;
  - (b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process; and
  - (c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons
- "Design Conditions"** means Conditions 16 and 21 of the Planning Permission and "Design Condition" means any one of them
- "Design Monitoring Completion Letter"** means a letter (incorporating an executive summary) from the Monitoring Team to include the following:
- (a) report on the compliance of the completed Development with the Approved Drawings; and
  - (b) conclusion stating clearly whether the Monitoring Team consider that the Development

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

**"Design Monitoring Contribution"**

means the sum of:

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

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

**"Design Monitoring Plan"**

means the written document identifying the following:

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

- (f) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors); and
- (g) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

**"Design Monitoring Report"**

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

- (a) report on workshops held with overview of conclusions;
- (b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials; samples; details; design information; sub-contractor/ supplier information;
- (c) comments and recommendations on Design Applications;
- (d) any deviations from the Approved Drawings;
- (e) progress of construction of the Development and conformity with Approved Drawings;
- (f) status of previous comments and recommendations;
- (g) actions and decisions required in the next period;
- (h) conclusions; and
- (i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan

**"Design Team"**

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

**"Design Team Statement"**

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

- (a) the members of the design team retained by the Developer in connection with the Development and their contact details; and
- (b) the scope of appointment of each member of the design team; and
- (c) if applicable identifying any members of the Planning Team no longer retained and the

	member(s) of the design team taking over their role
<b>"Development"</b>	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
<b>"Initial Design Monitoring Workshop"</b>	means the workshop to be held pursuant to paragraph 5.2
<b>"Landscape Architect"</b>	means LDA Design
<b>"Monitoring Team"</b>	means a team to be appointed pursuant to paragraph 5.5 comprising: <ul style="list-style-type: none"> <li>(a) the Architect and the Ceramicist and the Landscape Architect; or</li> <li>(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</li> </ul>
<b>"Original Design Principles"</b>	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 1 of this Schedule
<b>"Planning Team"</b>	means the Architect and the Ceramicist and the Landscape Architect
<b>"RIBA Stage 3 Technical Design"</b>	means RIBA Stage 3 technical design work
<b>"RIBA Stage 4 Technical Design"</b>	means RIBA Stage 4 technical design work
<b>"S73 Permission"</b>	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
<b>"S96A Amendment"</b>	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
<b>"Terminated"</b>	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 <b>"Termination"</b> shall be construed accordingly
<b>"Trigger Event"</b>	means the occurrence of one of the following events: <ul style="list-style-type: none"> <li>(a) a Design Team Statement submitted pursuant to paragraph 2.1 confirms one or more members of the Planning Team are no longer retained;</li> <li>(b) a Design Team Statement submitted pursuant to paragraph 2.2.1 confirms RIBA Stage 3</li> </ul>

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

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

unless in each of the events above a suitable alternative has been proposed by the Developer and agreed in writing by the LPA in which case the relevant event shall not be a Trigger Event.

## 2. **DESIGN TEAM STATEMENT**

- 2.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- 2.2 Without prejudice to paragraph 2.1 the Developer shall submit a Design Team Statement to the LPA:
  - 2.2.1 prior to commencement of the preparation of RIBA Stage 3 Technical Design 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 Technical Design 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 Technical Design has been completed in respect of the entire Development, within 10 (ten) Working Days of Termination of the appointment of one or more members of the Planning Team; and
  - 2.2.4 prior to the Commencement Date 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 (ten) 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 above.

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

#### 5. **DESIGN MONITORING PROCESS**

5.1 The Parties hereby agree that:

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

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

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

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

5.2.2 discuss the appointment of the Monitoring Team;

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

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

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

5.3.1 the Design Team;

5.3.2 the Planning Team;

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

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

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

5.5.1 to monitor the design of the Development;

5.5.2 to oversee compliance with the Original Design Principles;

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

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

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

and the appointment of the Monitoring Team will incorporate the table set out in Part 2 of this Schedule.

5.6 The Developer shall:

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

**PART 1**  
**ORIGINAL DESIGN PRINCIPLES**

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



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

**PART 2**

**MONITORING TEAM - ACTIONS AND DELIVERABLES**

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

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

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

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

## SCHEDULE 7

### CONSTRUCTION TRANSPORT MANAGEMENT GROUP

#### 1. DEFINITIONS

- "Construction Transport Management Contribution"** means £20,000 (twenty thousand pounds) (Indexed) towards the administration of the Construction Transport Management Group
- "Construction Transport Management Group"** means the group set up under the terms of the Legacy Communities Scheme Permission to manage and coordinate the cumulative construction traffic impacts arising from the Legacy Communities Scheme Permission and other developments

#### 2. CONSTRUCTION TRANSPORT MANAGEMENT GROUP

- 2.1 With effect from the date of the Planning Permission the Developer shall:
- 2.1.1 notify the Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;
  - 2.1.2 if invited to attend meetings of the Construction Transport Management Group, send one or more representatives to such meetings; and
  - 2.1.3 provide such information to the Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.
- 2.2 The obligation in paragraph 2.1 shall cease to apply on the earlier of the expiry of the Planning Permission without implementation or the Completion of the Development.
- 2.3 Prior to the Commencement Date the Developer shall pay the Construction Transport Management Contribution to the LPA and the Developer covenants not to Commence the Development until the Construction Transport Management Contribution has been paid.

#### 3. CAR FREE DEVELOPMENT

- 3.1 Subject to paragraph 3.2 of this Schedule, the Developer covenants with the LPA that:-
- 3.1.1 it shall include in each transfer of a Residential Unit a covenant on the transferee or tenant (as relevant) that they shall not apply for or obtain an on-street parking permit (save for any permit to which they may be entitled in connection with any accommodation or any business that is not part of the Development and save for short term, pay as you go parking for not more than 48 (forty-eight) hours at a time) to park a vehicle on public highways in the vicinity of the Development at any time during the life of the Development unless otherwise agreed by the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disable Persons' Act 1970;
  - 3.1.2 each Residential Unit shall not be Occupied unless the covenant set out in paragraph 3.1.1 is contained in the transfer or lease for that unit; and
  - 3.1.3 prior to the Occupation of the Development to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this Schedule and that such notification has been made.
  - 3.1.4 It is hereby acknowledged and agreed that where the Developer has complied with paragraphs 3.1.1 to 3.1.3 of this Schedule if such occupant has applied or obtained a permit the LPA may only be entitled to take action against that occupant and not the Developer.

3.2 Paragraph 3.1 of this Schedule shall not apply to the 4 Shared Ownership Occupier Tenants who had parking permits prior to taking up the Landlord Offer.

## SCHEDULE 8

### TRAVEL PLAN

#### 1. DEFINITIONS

"Modal Split Targets"		means the modal split targets identified in the approved Travel Plan
"Monitoring Period"		means 6 (six) months after First Occupation of the Development until the date falling 5 (five) years after First Occupation
"Sustainable Measures"	Transport	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure, in order to encourage greater travel by walking and cycling) <b>PROVIDED THAT</b> such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"Travel Plan"		means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
"Travel Plan Monitoring"		means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:-  (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;  (b) monitoring of the usage of the car parking which is available for use in the Development; and  (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
"Travel Plan Monitoring Contribution"		means the sum of £10,000 (ten thousand pounds) (Indexed) which shall be used by the LPA towards the monitoring of the Travel Plans
"Travel Plan Monitoring Officer"		means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
"Travel Plan Monitoring Report"		means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:-  (a) details of trip generation rates;  (b) details of mode share and change in mode share over time;  (c) details of how effectively the Travel Plan has operated within the previous period; and



- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved; and
- (e) (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

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

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

## 2. TRAVEL PLAN

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

- 2.1.1 submit the Travel Plan to the LPA for approval; and
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer, and

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

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

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

- 2.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 2.3.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 2.3.4 contain measures aimed at:-
  - (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;

- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

2.3.5 include a parking review plan which sets out:-

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

2.3.6 include a car parking management plan which sets out:

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

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

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

### 3. TRAVEL PLAN MONITORING

3.1 Prior to First Occupation the Developer shall pay to the LPA the Travel Plan Monitoring Contribution and the Developer shall not permit First Occupation until the Travel Plan Monitoring Contribution has been paid.

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

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

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

### 4. MODAL SPLIT TARGETS

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

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

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

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

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

in the presence of:- )

*AH Hignsuth*  
.....  
Authorised Signatory



EXECUTED as a deed by affixing the Common Seal )  
of THE MAYOR AND BURGESSES OF THE )  
LONDON BOROUGH OF NEWHAM )

in the presence of:- *V. Clark* )

*VICKY CLARK*  
*CORPORATE DIRECTOR*  
*INCLUSIVE ECONOMY & HOUSING*



.....  
Authorised Signatory

*LBN/2828*

**APPENDIX 1**  
**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

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Please see notes at the end of this notice

Applicant

London Borough of Newham

Agent

Lizzie Le Mare,  
Tibbalds Planning and Urban Design  
19, Maltings Place  
169, Tower Bridge Road  
London  
SE1 3JB

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**Part I - Particulars of Application**

Date of Application: 03-Dec-2021

Application No: 21/00543/FUL

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Proposal: Full planning application for the refurbishment of the existing 23 storey James Riley Point tower block to provide 136 residential units (Class C3) through refurbishment and alteration of internal arrangements of existing units and new façade including the addition of new balconies and roof parapet walls. Extension of the ground floor to provide new access arrangements and new two-storey buildings to provide a 2,486 sqm relocated community facility (Use Class E), public realm and landscaping improvements including alteration to parking arrangements, new tree planting, environmental improvements and associated infrastructure.

Location: James Riley Point, Carpenters Road, Stratford, E15 2HZ

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**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:

"Enabling Works" means (i) surveying; (ii) environmental and hazardous substance testing and sampling (including the making of trial boreholes, window sampling and test pits in connection with such testing and sampling); (iii) soil tests; (iv) pegging out; (v) tree protection; (vi) archaeological investigation; (vii) demolition and removal of buildings and other structures on the Site (viii) Remediation Works

## Conditions:

### 1. Time Period

The development hereby permitted (hereinafter referred to as the 'Development') shall be commenced (meaning initiated as defined in section 56(4) of the Town and Country Planning Act 1990, hereinafter referred to as "Commenced") before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 (as amended).

### 2. Approved Plans

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

[To Be Added]

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 LPA to monitor development.

### 4. Demolition Environmental Management Plan

The Development shall not be commenced until a Demolition Environmental Management Plan (DEMP) has been submitted to and approved in writing by the Local Planning Authority. The DEMP 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 DEMP shall include proposals for the following:

1. Clear description of the proposed demolition works, Enabling Works and substation works
2. Safeguarding of buried services
3. Location and height of any proposed spoil stockpiles
4. Construction dust assessment in accordance with 'The Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance' (2014) or superseding guidance.

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

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impact in accordance with London Plan Policy SI 1 and Local Plan Policies BN.11 and BN.12.

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

### 5. Construction Environmental Management Plan

The Development, other than demolition and Enabling Works (inclusive of new substations), shall not be commenced until a Construction Environmental Management Plan (CEMP) has been

submitted to and approved in writing by the Local Planning Authority. The CEMP 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 CEMP shall include proposals for the following:

1. Safeguarding of buried services
2. Location and height of any proposed spoil stockpiles
3. Construction dust assessment in accordance with 'The Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance' (2014) or superseding guidance.

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

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impact in accordance with London Plan Policy SI 1 and Local Plan Policies BN.11 and BN.12.

Pre-commencement justification: Submission required prior to commencement of Development other than demolition to enable that the Local Planning Authority ensure that the impact of the construction is appropriately mitigated.

#### 6. Demolition Transport Management Plan

The Development shall not be commenced until a Demolition Transport Management Plan (DTMP) has been prepared for the Development in consultation with the Local Planning Authority, local highway authorities, Network Rail, Transport for London and the emergency services and such DTMP has been submitted to and approved in writing by the Local Planning Authority. The submission shall include a clear description of the proposed demolition works, Enabling Works and substation works. The objectives of the DTMP shall be to:

- minimise the level of road-based construction traffic through the promotion of sustainable transport options, where feasible
- minimise the impact of road-based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours for deliveries/removals
- identify highway works required to accommodate construction traffic
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking
- assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity.
- The DTMP shall include as a minimum the following information:
- the arrangements for liaison with the relevant highway authorities and emergency services
- the method for applying for approvals for off site highway works
- road closures implementation and management
- direction signing to worksites
- emergency access protocols and internal road naming conventions
- workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce
- rail station capacities and rail line blockades which may require alternative workforce travel arrangements



- designated routes for large goods vehicles and dealing with abnormal loads
- highway enabling schemes for access to and from the construction sites
- position and operation of cranes / mobile elevating work platforms
- off-site parking issues
- Control of and limits on parking spaces site wide for construction workers' motor cars and vans used to travel to the site, but to which access is not otherwise required when the vehicle is on the site
- provision for walking and cycling
- lorry holding areas
- driver standards and enforcement within the construction sites and on the highway
- monitoring
- dealing with complaints and community liaison; and
- guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module
- Attendance as necessary at the LLDC QEOP Construction Transport Management Group (CTMG)

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

Reason: To ensure that the demolition and construction of the Development minimises its environmental impacts and minimise inconvenience arising through inconsiderate parking and in accordance with London Plan Policy SI 1 and Local Plan Policies T.4, BN.11 and BN.12.

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

## 7. Construction Transport Management Plan

The Development, other than demolition and Enabling Works (inclusive of new substations), shall not be commenced until a Construction Transport Management Plan (CTMP) has been prepared for the Development in consultation with the Local Planning Authority, local highway authorities, Network Rail, Transport for London and the emergency services and such CTMP has been submitted to and approved in writing by the Local Planning Authority. The objectives of the CTMP shall be to:

- minimise the level of road-based construction traffic through the promotion of sustainable transport options, where feasible
- minimise the impact of road-based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours for deliveries/removals
- identify highway works required to accommodate construction traffic
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking
- assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity.
- The CTMP shall include as a minimum the following information:
- the arrangements for liaison with the relevant highway authorities and emergency services

- the method for applying for approvals for off site highway works
- road closures implementation and management
- direction signing to worksites
- emergency access protocols and internal road naming conventions
- workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce
- rail station capacities and rail line blockades which may require alternative workforce travel arrangements
- designated routes for large goods vehicles and dealing with abnormal loads
- highway enabling schemes for access to and from the construction sites
- position and operation of cranes / mobile elevating work platforms
- off site parking issues
- Control of and limits on parking spaces site wide for construction workers' motor cars and vans used to travel to the site, but to which access is not otherwise required when the vehicle is on the site
- provision for walking and cycling
- lorry holding areas
- driver standards and enforcement within the construction sites and on the highway
- monitoring
- dealing with complaints and community liaison; and
- guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module
- Attendance as necessary at the LLDC QEOP Construction Transport Management Group (CTMG)

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

Reason: To ensure that the construction of the Development minimises its environmental impacts and minimise inconvenience arising through inconsiderate parking and in accordance with London Plan Policy SI 1 and Local Plan Policies T.4, BN.11 and BN.12.

Pre-commencement justification: Submission required prior to commencement of Development other than demolition to enable that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

#### 8. Demolition waste: reuse and recycling

The Development, including demolition, shall not be commenced until a Demolition Site Waste Management Plan (DSWMP) has been submitted to and approved in writing by the Local Planning Authority for the Development. The objectives of the management plan shall be to ensure all waste arising from demolition works is managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials, in line with the waste hierarchy. The DSWMP shall also detail the compliance and assurance requirements to be maintained on the site during the Development, including site-preparation and remediation. The DSWMP shall include as a minimum the following information:

- Classification of all waste including hazardous waste according to current legislative provisions

- Waste forecast to estimate the type and quantity of waste generated during the excavation, demolition and construction works and an indication of the destination of each waste type (i.e. onsite/offsite reuse, recycling, recovery, disposal)
- Performance measurement and target setting (such targets shall be in accordance with any sustainability targets set of the development, such as BREEAM targets, and should be in line with national and local policy and guidance (e.g. the London Plan, LLDC Local Plan)) against estimated waste forecasts
- Reporting of project performance on quantities and options utilised
- Measures to minimise or design out waste generation
- Opportunities for re-use or recycling
- Provision for the segregation of waste streams on the site in appropriate storage containers that are clearly labelled and colour coded (e.g. using the Institution of Civil Engineers (ICE) waste stream colour coding guidance). Waste storage arrangements shall meet the waste Duty of Care requirements
- Licensing requirements for environmental permitting (or exemption) requirements for offsite waste management sites
- An appropriate audit trail encompassing non-hazardous waste transfer notes and hazardous waste consignment notes, in line with waste Duty of Care requirements
- Measures to avoid fly tipping by others on lands being used for demolition/construction
- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials

The demolition works shall thereafter be carried out in accordance with the approved DSWMP.

Reason: To ensure that the demolition works associated with the development minimises its environmental impacts, in terms of waste generation and waste management and in accordance with London Plan Policy SI 7 and Policy S.8 of the Local Plan.

Pre-commencement justification: To ensure that the Local Planning Authority is satisfied that the impact of the demolition would be appropriately mitigated.

#### 9. Construction waste: reuse and recycling

The Development, other than demolition and Enabling Works (inclusive new substation), shall not be commenced until a Construction Site Waste Management Plan (CSWMP) has been submitted to and approved in writing by the Local Planning Authority for the Development. The objectives of the management plan shall be to ensure all waste arising from construction works is managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials, in line with the waste hierarchy. The CSWMP shall also detail the compliance and assurance requirements to be maintained on the site during the Development, including site-preparation and remediation. The CSWMP shall include as a minimum the following information:

- Classification of all waste including hazardous waste according to current legislative provisions
- Waste forecast to estimate the type and quantity of waste generated during the excavation, demolition and construction works and an indication of the destination of each waste type (i.e. onsite/offsite reuse, recycling, recovery, disposal)
- Performance measurement and target setting (such targets shall be in accordance with any sustainability targets set of the development, such as BREEAM targets, and should be in line with national and local policy and guidance (e.g. the London Plan, LLDC Local Plan)) against estimated waste forecasts
- Reporting of project performance on quantities and options utilised
- Measures to minimise or design out waste generation

- Opportunities for re-use or recycling
- Provision for the segregation of waste streams on the site in appropriate storage containers that are clearly labelled and colour coded (e.g. using the Institution of Civil Engineers (ICE) waste stream colour coding guidance). Waste storage arrangements shall meet the waste Duty of Care requirements
- Licensing requirements for environmental permitting (or exemption) requirements for offsite waste management sites
- An appropriate audit trail encompassing non-hazardous waste transfer notes and hazardous waste consignment notes, in line with waste Duty of Care requirements
- Measures to avoid fly tipping by others on lands being used for demolition/construction
- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials

The construction shall thereafter be carried out in accordance with the approved SWMP.

Reason: To ensure that the construction of the development minimises its environmental impacts, in terms of waste generation and waste management and in accordance with London Plan Policy SI 7 and Policy S.8 of the Local Plan.

Pre-commencement justification: To ensure that the Local Planning Authority is satisfied that the impact of the construction would be appropriately mitigated.

#### 10. Noise residential

Noise levels at any occupied residential property due to construction or demolition shall not exceed 75dB LAeq (10 hour) measured at 1m from the façade of the nearest occupied property except in accordance with a consent 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 London Plan Policy D14 and Local Plan Policy BN.12

#### 11. Contamination

Development involving works other than demolition of on-site shall not be commenced until details of the following have been submitted to and approved in writing by the Local Planning Authority:

- a. an additional ground investigation scheme for the area below the new buildings and following that
- b. an updated site investigation and risk assessment report, incorporating both the previous and additional ground investigations and detailed assessment of the risk to all receptors that may be affected, including those off-site
- c. where shown to be required an options appraisal and remediation strategy, including a detailed scheme for remedial works required and methodology for the undertaking of those works
- d. where shown to be required a verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the approved scheme for remedial works are complete and identifying any requirement for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action

The Development shall be carried out in accordance with all approved strategies and remediation schemes including arrangements for monitoring and contingency action.

There shall be no below ground excavation or works to existing slab, other than site investigations agreed with the local planning authority, prior to the approval of details pursuant to this condition.

Reason: To avoid risk to human health or contamination of controlled waters in accordance with Local Plan Policy BN.14

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

#### 12. Validation of Remediation Works

The Development shall not be occupied or brought into use until a verification report (prepared by the competent person approved under the provisions of the approved remedial works report demonstrating completion of works set out in the remediation strategy and verification plan), 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 ensure that all Remediation Works are properly carried out in accordance with Local Plan Policy BN.14.

#### 13. Foundations and Piling

Development involving works other than demolition of above ground structures and Enabling Works on site (inclusive of new substation), shall not be commenced until details of the foundations are submitted to and approved in writing by the local planning authority. The details shall include as a minimum:

1. a method statement for any piling
2. the means by which previously installed remediation measures, including in particular and without limitation the Human Health Protection Layer, are to be safeguarded and the integrity maintained
3. a gas/vapour assessment to identify any measures necessary to prevent ingress of gaseous contaminants into that building or structure or the contamination of controlled waters; and
4. demonstration that there is no resultant unacceptable risk to groundwater or increase in the risk of near-surface pollutants migrating into deeper geological formations and aquifers

The above details shall be submitted to and approved by the Local Planning Authority. The approved details shall thereafter be implemented during the construction of the Development (or relevant part thereof).

Reason: To avoid risk to human health or contamination of controlled waters in accordance with Local Plan Policy BN.14.

#### 14. Archaeology

(A) No Development other than demolition of the existing building to slab level and refurbishment of the existing building, shall take place until a Stage 1 Written Scheme of Investigation (Stage 1 WSI) has been submitted to and approved by the local planning authority in writing. The Stage 1 WSI shall include the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the works set out in the WSI

(B) No Development other than demolition of the existing building to slab level and refurbishment of the existing building shall take place other than in accordance with the agreed Stage 1 WSI.

(C) If heritage assets of archaeological interest are identified during the implementation of the Stage 1 WSI then a Stage 2 WSI for those parts of the site which have archaeological interest shall be submitted to and approved by the local planning authority in writing. The Stage 2 WSI which shall include:

1. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person (s) or organisation to undertake the agreed works
2. Where appropriate, details of a programme for delivering related positive public benefits

3. The programme for post-investigation assessment and subsequent analysis, publication and dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the Stage 2 WSI.

(D) No Development (other than demolition of the existing building) shall take place other than in accordance with any Stage 2 WSI approved under part (C) of this condition.

Reason: In order to preserve archaeological any remains in accordance with Local Plan Policy BN.13

15. Sound insulation and noise mitigation details – Residential and Non-Residential

Prior to the commencement of the residential refit works in the Development hereby permitted details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses, and between the flats on the top level and the roof garden, shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include airborne and impact sound insulation, and demonstrate how:

All residential premises are to be designed and constructed in accordance with BS8233:2014 'Sound insulation and noise for buildings - Code of Practice' or an equivalent standard to attain the following cumulative internal noise levels (including external noise ingress, and building services noise within the development):

Bedrooms- 30dB LAeq, Night\* and do not exceed 45dB LAF max more than 10 times a night.

Living rooms- 35dB LAeq, Day\*

\* Daytime 16 hours between 07:00-23:00, Night-time 8 hours between 23:00-07:00

Living rooms and bedrooms - no more than 35dB LAS max from rail movements

The sound insulation scheme shall include acoustic calculations of noise intrusion and building services noise in all bedroom and living room. The calculations should include any necessary mitigation measures to satisfy the internal noise level criterion.

The development shall not be occupied until the sound insulation scheme as approved has been implemented in its entirety and certified as having been installed by the developer. Thereafter, the sound insulation scheme shall be maintained in perpetuity.

Reason: To ensure suitable acoustic conditions for occupants of the proposed development, in accordance with Local Plan Policy BN.12.

16. Detailed drawings and samples

Prior to the commencement of works other than demolition details and Enabling Works (inclusive of new substations), including a schedule of materials and products of all external facing materials to be used in the construction, along with material sample boards and/or full-size mock-ups as are agreed with the Local Planning Authority, 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 in accordance with the approved details.

Details of the drawings to be submitted under this condition include:

1. All principal features on the facades e.g. bay studies (1:25 @ A1)
2. Details of each envelope / roof type (1:25 @A1)
3. Details of glazing and curtain walling/cladding systems including any manifestation and the 'baguettes' (1:25 @A1)
4. Key junctions/bonds between materials/finishes (1:25 @A1)
5. Frontages including residential entrances, shopfronts, commercial / workspace frontage, glazing and signage zones, treatment to all ancillary spaces e.g. plant rooms / cycle stores, cycle lifts, (1:25 @ A1)
6. Parapets, roof edges, rooftop plant screening, lift over runs etc (1:25 @A1)

7. Elevational location of all joints e.g. structural, movement, panels (1:100 @ A1)
8. Elevational location of all openings in envelope e.g. ventilation grilles, bird & bat boxes (1:100 @ A1)
9. Elevational location of all items which are fixed to the façade e.g. fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes, residential entry systems, lightning conductors (1:100 @ A1)
10. Head, jamb and sill details, including profiles, for typical openings and all typical ground floor entrances and doors to balconies / terraces (1:25 @A1)
11. Details of key architectural metalwork / screens / gates (1:25 @A1)
12. Details of balconies and terraces including floor finishes (1:25 @A1)
13. Balustrade details (1:25 @A1)
14. Details of soffits and canopies including to balconies (1:25 @A1)
15. Junctions with neighbouring buildings and structures as agreed with the local planning authority(1:25 @A1)

Details of the materials and products (including finishes) to be submitted under this condition include:

1. Façade and roof cladding materials, and the balustrade 'baguettes'
2. Window / door types (including frame profile, frame finish, glass types) and any manifestation)
3. Curtain wall (including frame profile, frame finish, glass types) and any manifestation)
4. Balustrades
5. Facing metalwork (e.g. projecting balconies, 'internal cheeks', service doors, screens, gates)
6. All items which are fixed / integrated to the façade (e.g. fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes)
7. Soffit and canopy materials (e.g. balconies)
8. Balcony and terrace floor finishes.

Samples of the above materials shall be provided. Mock-ups of facades shall be provided at a size to be agreed with the Local Planning Authority. The Development shall be carried out in accordance with the details approved 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, BN.4 and BN.5 of the Local Plan.

#### 17. BREEAM

Before any fit out works to each of the non-residential premises within the Development hereby permitted begins, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating) to achieve a minimum 'Very Good' rating shall be submitted to and approved in writing by the Local Planning Authority and the Development shall not be carried out otherwise than in accordance with any such approval given.

Reason: To ensure that high standards of sustainability are achieved in accordance with Policy SI 2 of the London Plan and Policies S.2 and S.4 of the Local Plan.

#### 18. Drainage Strategy

Prior to the installation of drainage works a drainage strategy detailing any on and/or off-site drainage works, including any sustainable urban drainage measures and fitting of petrol / oil interceptors be fitted in all car parking areas shall be submitted to and approved by the Local Planning Authority in consultation with the sewerage undertaker. Post development peak runoff shall be restricted to a maximum of 2 l/s for all storm events up to and including the 1 in 100 year with an additional 40% allowance for future climate change. The drainage works referred to in the

approved strategy shall be implemented in full and no discharge of foul or surface water from the site shall be accepted into the public system until the approved drainage works have been completed.

A completed 'The London Sustainable Drainage Proforma' (Newham LLFA drainage pro-forma) shall be submitted as part of the drainage details and also detail of the drainage scheme ownership, management and maintenance.

Reason: To safeguard the public from surface water flood risk, protect the environment and respond to climate change.

#### 19. Drainage - Verification Report

No part of the Development hereby permitted shall be occupied/used until a verification report demonstrating what works were undertaken and that the drainage scheme was completed in accordance with the approved surface water management scheme have been submitted to and approved in writing by the Local Planning Authority.

Reason: To safeguard the public from surface water flood risk, protect the environment and respond to climate change.

#### 20. Surface water drainage

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

Reason: To protect the water environment, including groundwater in accordance with Local Plan Policies S.5 and S.11.

#### 21. Landscaping Plan

Before the commencement of any landscaping works detailed drawings 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. This shall include any upper storey terraces, gardens, balconies and roof spaces.

Hard landscape details shall include:

1. details of proposed finished levels or contours including any alterations in existing ground levels and excavations
2. means of enclosure and boundary treatments and any associated access points
3. vehicle parking layouts including details of petrol and oil interceptors and charging points where applicable
4. other vehicle and pedestrian access and circulation areas including cycle storage & details of pedestrian crossing points
5. hard surfacing materials (including samples which shall be permeable as appropriate), including dimensions, bonding and pointing
6. minor artefacts and structures e.g. external furniture, play equipment, refuse or other storage units, signage, lighting, planters (fixed and moveable), bollards and hostile vehicle mitigation. There shall be no lighting on trees or at the base of trees to ensure biodiversity habitats
7. 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, manholes, and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout

Soft landscape details shall include:

1. planting plans



2. schedules of plants, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate
3. written specifications (including cultivation and other operations associated with plant and grass establishment)
4. all planting systems including tree pits and planting beds demonstrating volume of growing medium and any measures for protection of planting beds during establishment period
5. details of green roofs
6. biodiversity enhancements implementation programme specific details of proposed ecological enhancements including, but not limited to, bat and bird boxes, bee bricks and insect hotels, the details to include materials, location and number.

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

Reason: To ensure 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 Policies SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, T.4, T.6, T.9, S.1 and S.4 of the Local Plan.

#### 22. Renewable energy

All non-residential buildings within the Development shall be designed to maximise the reduction in regulated CO2 emissions on Part L of Building Regulations 2013 to target a 35% reduction in regulated CO2 emissions for non-residential buildings. The reduction can include that attributable to the biomass boiler generation in any off-site Combined Heat and Power (CHP) plant that the Development is connected to and which supplies energy to the Development.

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

#### 23. Net Zero

The residential Development shall achieve as a minimum net zero CO2 emission reduction for residential floorspace in accordance with the Energy Statement to meet or exceed the targets at the Be Lean, Be Clean, Be Green stages of the Energy Hierarchy when calculated using SAP10 carbon factors. Details to be submitted to and approved in writing by the Local Planning Authority prior to first occupation/use. A contribution to the Carbon Offsetting Fund shall be made for any residual emissions as detailed in the LLDC Carbon Offset SPD August 2016.

Reason: To optimise the standards of sustainable design and construction in accordance with Local Plan Policy S.2.

#### 24. Development Energy demand reduction

Prior to first occupation/use of the Development a scheme setting out measures to encourage reduced energy demand by the occupiers and owners shall be submitted to and approved in writing by the Local Planning Authority. The scheme to be submitted pursuant to this condition shall consider and include the use of marketing materials, education, distribution of information on energy saving methods, tips and advice, promotion of energy efficient appliances and installation of the same where appliances are to be installed as part of the original construction and fit out of buildings. The scheme shall be implemented during the marketing of and letting of tenancies within the Development.

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

#### 25. Details of External Lighting and Security

Prior to first occupation of the Development details of any external lighting (including design, power and position of luminaries) and security surveillance equipment of external areas within the Development shall be submitted to and approved in writing by the Local Planning Authority before any such lighting or security equipment is installed. The proposal shall be designed to minimise impacts on habitats of protected species and use local native species. No external lighting or security equipment shall be installed as part of the Development otherwise than in accordance with any such approval given.

Reason: To ensure that the details of the development are satisfactory in the interest of the visual amenity of the area, the safety and security of persons using the area and the amenity and privacy of adjoining occupiers.

26. BREEAM

Within six months of first occupation of each part of the non-residential floorspace an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) which demonstrates that a minimum of a 'Very Good' rating has been achieved for the non-residential elements shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be retained otherwise than in accordance with any such approval given.

If the 'Very Good' rating has not been met, then details shall be provided of the additional mitigation measures that must be undertaken and a programme for their implementation. Any additional mitigation measures shall be implemented in accordance with the approved programme.

Reason: To ensure that high standards of sustainability are achieved and in accordance with Policy SI 2 of The London Plan and Policies S.2 and S.4 of the Local Plan.

27. Secured by Design

Prior to the commencement of any works other than demolition in the Development, details of the measures to be incorporated into the Development, demonstrating how principles and practices of the current 'Secured by Design' Residential and Commercial scheme and local crime prevention security measures to be included within the development, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out Crime Officers. The details shall be implemented prior to first occupation/use of the Development and thereafter maintained in accordance with the agreed details for the lifetime of the Development.

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 London Plan Policy D.11.

28. Secured by Design Certification

Prior to the first use of the buildings in the Development, the applicant shall obtain a letter or SBD certification 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 this shall be submitted to the local planning authority for approval in writing.

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 London Plan Policy D.11.

29. Non-residential uses – hours of opening

Prior to the occupation of any of the non-residential uses permitted as part of this consent, details of the hours of opening shall be submitted to and approved by the Local Planning Authority and the uses shall be operated in accordance with the approved hours of opening.

Reason: In order to prevent noise and disturbance to residents within the area.

30. Extract Ventilation

Before any internal fit out of food preparation areas connected with the community/commercial uses within the Development full details of any mechanical ventilation or other plant associated with this shall be submitted to and approved by the Local Planning Authority. Details shall include full specifications of all filtration, deodorising systems, noise output and termination points. Particular consideration should be given to the potential high level discharge of kitchen extract air where a high level of discharge is usually essential. The approved ventilation equipment and other plant shall be installed and commissioned prior to occupation of the commercial/community uses hereby permitted and shall be permanently maintained thereafter. Reference shall be had to the withdrawn Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems published by DEFRA which was replaced by the following document <https://ee.ricardo.com/downloads/air-quality/control-of-odour-and-noise-from-commercial-kitchen-exhaust-systems>

Reason: To protect the amenity of occupiers of nearby premises in accordance with Local Plan Policies BN.11 and BN.12.

### 31. Grease Trap

Prior to the fit out of any commercial/community kitchen in the Development hereby permitted, a scheme for the installation of a grease trap or grease digester system to be installed shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include plan and sectional drawings with measured drain sizes and invert levels and full manufacturers specifications. The approved scheme is to be completed prior to occupation of the development in accordance with the approved details and shall be permanently maintained thereafter.

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

Reason: To ensure suitable acoustic conditions for occupants of the proposed development, in accordance with Local Plan Policy BN.12.

### 32. Refuse storage

Prior to the first occupation/use of the Development hereby permitted the approved refuse and recycling storage arrangements shall be provided and made available for use by the occupiers and the facilities provided shall thereafter be retained for the life of the Development and neither they nor the space they occupy shall be used for any other purpose.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

### 33. Cycle Storage - details to be submitted

The development hereby permitted shall not be occupied/used until details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles (for both residential accommodation and commercial/community elements) and on-site changing facilities and showers (for the commercial/community element) have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and the facilities provided shall be retained and maintained for the life of the development and the space used for no other purpose.

Reason: In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained, having regard to London Plan Policy T5 and Local Plan Policy T4.

### 34. Electric Charging Provision

Prior to any works of the Development other than demolition hereby permitted details of active and passive electric vehicle charging points shall be submitted to and approved in writing by the Local Planning Authority. The provision shall thereafter be installed prior to first occupation/use, and retained, maintained and operated in accordance with the approved details for the lifetime of the development.

Reason: To promote sustainable transport.

### 35. Restriction on residents parking

No occupiers of the Development hereby permitted, shall apply to the local highway authority for a parking permit or retain such permit, with the exception of disabled persons who are blue badge holders and up to twelve existing permit holders. If such permit is issued it shall be surrendered to the local highway authority within seven days of written demand.

Before the Development is Occupied arrangements shall be agreed in writing with the Local Planning Authority and put in place to ensure that, with the exception of disabled persons and the eight existing permit holders no resident or occupier of the Development shall obtain a parking permit within any controlled parking zone which may be in force in the area at any time. The arrangements shall confirm the details of the name and address of the four existing permit holders and those permits shall be surrendered on any transfer of the leasehold property.

Reason: In order that the prospective occupiers are made aware of the fact that they will not be entitled to an off-street car parking permit, in the interests of the proper management of parking and to ensure that the development does not harm the amenities of the local area in accordance with Policies T3 and T4 of the London Plan and Policy T.4 of the Local Plan.

36. Deliveries and servicing management plan

Prior to the occupation/use of the Development hereby permitted a delivery and servicing management plan (DSMP) detailing how all elements of the Development are to be serviced shall be submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans, or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved DSMP shall be implemented from first occupation/use of the Development and thereafter for the operation of the development.

Reason: In the interests of highway and pedestrian safety.

37. Community uses management plan

Prior to the occupation of the community uses hereby permitted a community uses management plan shall be submitted to and approved by the local planning authority. The management plan shall as a minimum shall set out the organisational responsibility for noise control; details of physical and managerial noise controls processes and procedures; details of noise limiter settings and any external noise limits and monitoring locations; patron noise controls; details of community liaison and complaints logging and investigation. The details shall include an acoustic assessment report demonstrating how entertainment noise (EN) emissions from Class E Planning Use is controlled within a representative habitable room of neighbouring dwellings to no greater than (EN)Leq,5min NR25 9am to 11pm and no greater than (EN)Leq,5min NR20 11pm to 9am. The community uses shall be managed in accordance with the approved details for the lifetime of the development.

Reason: In the interest of local amenity and in accordance with Local Plan Policy BN.12.

38. External Plant

No external plant or other vents/flues/structures/machinery/screens shall be sited on the exterior of any part of the development without the prior approval in writing of the Local Planning Authority.

Reason: To ensure the satisfactory appearance of the development in accordance with Local Plan Policy BN.1.

39. Amplified music – Community Centre/Sport Uses

At no time shall any amplified music generated from the community/sport uses be audible within any adjoining premises.

Reason: To prevent loss of amenity to neighbouring residential premises due to noise generated from the premises in accordance with Local Plan Policy BN.12.

40. Accessible housing

One hundred and thirty-two (132) of the residential units hereby permitted shall be designed and constructed in accordance with the Optional Requirement M4 (2) Category 2 of Part M of the Building Regulations measures, in so far as it is set out and specified in the submitted planning application documents. Not less than 4 of the residential units hereby permitted shall be designed and constructed in accordance with Optional Requirement M4 (3) Category 3 of Part M of the Building Regulations measures in so far as specified in the submitted planning application documents.

Reason: To ensure adequate accessible housing is maximised within the development.

41. Unexpected Contamination

If during demolition or construction of the 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.

#### 42. Emergency Flood Management Plan

Prior to the occupation/use of the development hereby permitted a detailed Emergency Flood Management Plan confirming provision of safe access/egress and/or safe refuge in accordance with Environment Agency Flood Plan Guidance for Communities and Groups shall be submitted to and approved by the local planning authority

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/292939/LIT\\_5286\\_b9ff43.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/292939/LIT_5286_b9ff43.pdf)

Reason: To ensure the development is designed safely in reference to flood risk.

#### 43. Publicly Accessible Open Space and Play space

The publicly accessible open space and not less than 1,125 sqm of Play Space shall be provided as part of the Development in accordance with the Play Strategy set out in the Design and Access Statement and permanently retained in accordance with the approval of details pursuant to conditions 18 and 41.

Reason: To ensure that appropriate open space and play space is provided.

#### 44. Landscaping Works

The landscaping shall be carried out strictly in accordance with any such approval given by no later than the end of the planting season following completion of the Development or prior to the first occupation/use of the Development, whichever is the earlier. Any trees or shrubs that are found to be dead, dying, severely damaged or diseased within five years of the carrying out of the landscaping scheme for the Development, shall be replaced as soon as is reasonably possible and, in any case, by no 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.

A management and maintenance plan for the landscaping works shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development and the landscaping shall be retained in accordance with the approved details.

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 Policies SP.3 and SP.5 and Policies BN.1, BN.3, BN.4 and BN.8 of the Local Plan.

#### 45. Smart metering and reduction of energy demand

All residential units and non-residential units constructed as part of the Development shall have installed at the time of construction smart meters (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas and water consumption which shall as a minimum be designed to inform the occupants and owners of each residential unit and non-residential units (as appropriate) of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

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

#### 46. No burning of waste

At no time shall any waste be burnt on site unless otherwise approved in writing by the Local Planning Authority.

Reason: To prevent loss of amenity to neighbouring premises and to prevent air pollution effecting the wider environment

47. Noise from plant

The rating level of the proposed plant should not exceed a level over 10dB below the typical background sound level (LA90) during the daytime or night-time at any time (with reference to BS4142: 2014+A1:2019) when measured at the nearest noise sensitive facade.

The noise emitted shall be measured or predicted at 1.0m from the facade of the nearest residential premises or at 1.2m above any adjacent residential garden, terrace, balcony or patio. The plant shall be serviced regularly in accordance with the manufacturer's instructions and as necessary to ensure that the requirements of the condition are maintained. If at any time the plant is determined by the local planning authority to be failing to comply with this condition, it shall be switched off upon written instruction from the local planning authority and not used again until it is able to comply.

Reason: In order to safeguard the amenities of adjoining residential occupiers.

48. Wind mitigation assessment and measures

Prior to occupation of the Development a further wind mitigation study of the development shall be submitted to and approved in writing by the Local Planning Authority. The study shall be carried out using physical wind tunnel testing or a similarly robust methodology (i.e. Transient Computational Fluid Dynamics, etc.). The study must include 16 or more wind directions and assess the wind conditions around the site during demolition and construction. If a computational methodology is used, the results of the assessment should be reported using a contour plot of the Lawson conditions that covers all outdoor areas.

Any mitigation required to achieve acceptable wind conditions should be clearly demonstrated and their location, dimensions and other necessary details should be submitted in a format that is easily understood for later stages of the design (i.e. plans, sketches and/or descriptions).

Reason: to ensure a safe and comfortable wind environment in the public realm.

49. Hours of work

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

Reason: To protect the amenities and environment of residents and other sensitive receptors in accordance with London Plan Policy D14 and Local Plan Policy BN.12.

50. On-site construction vehicles

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, in accordance with Local Plan Policy BN.11.

51. Noise educational

Noise levels due to construction or demolition shall not exceed 65dB LAeq (1 hour) and 70dB LAeq (1 minute) at any educational premises measured at 1m from the façade of the building during school hours in term time, except in accordance with a consent 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 London Plan Policy D14 and Local Plan Policy BN.12.

52. Cranes

No cranes or scaffolding shall be erected on the site unless and until construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes during the Development has been submitted to and approved by the Local Planning Authority, the Local Planning Authority having consulted London City Airport.

Reason: The use of cranes or tall equipment in this area has the potential to impact LCY operations therefore they must be assessed before construction

**Proactive and Positive Statement**

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

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

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

Dated this:



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

## 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.qsi.gov.uk](mailto:enquiries@pins.qsi.gov.uk) ) or (Tel: 0117 372 8000).

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

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

#### Purchase Notice

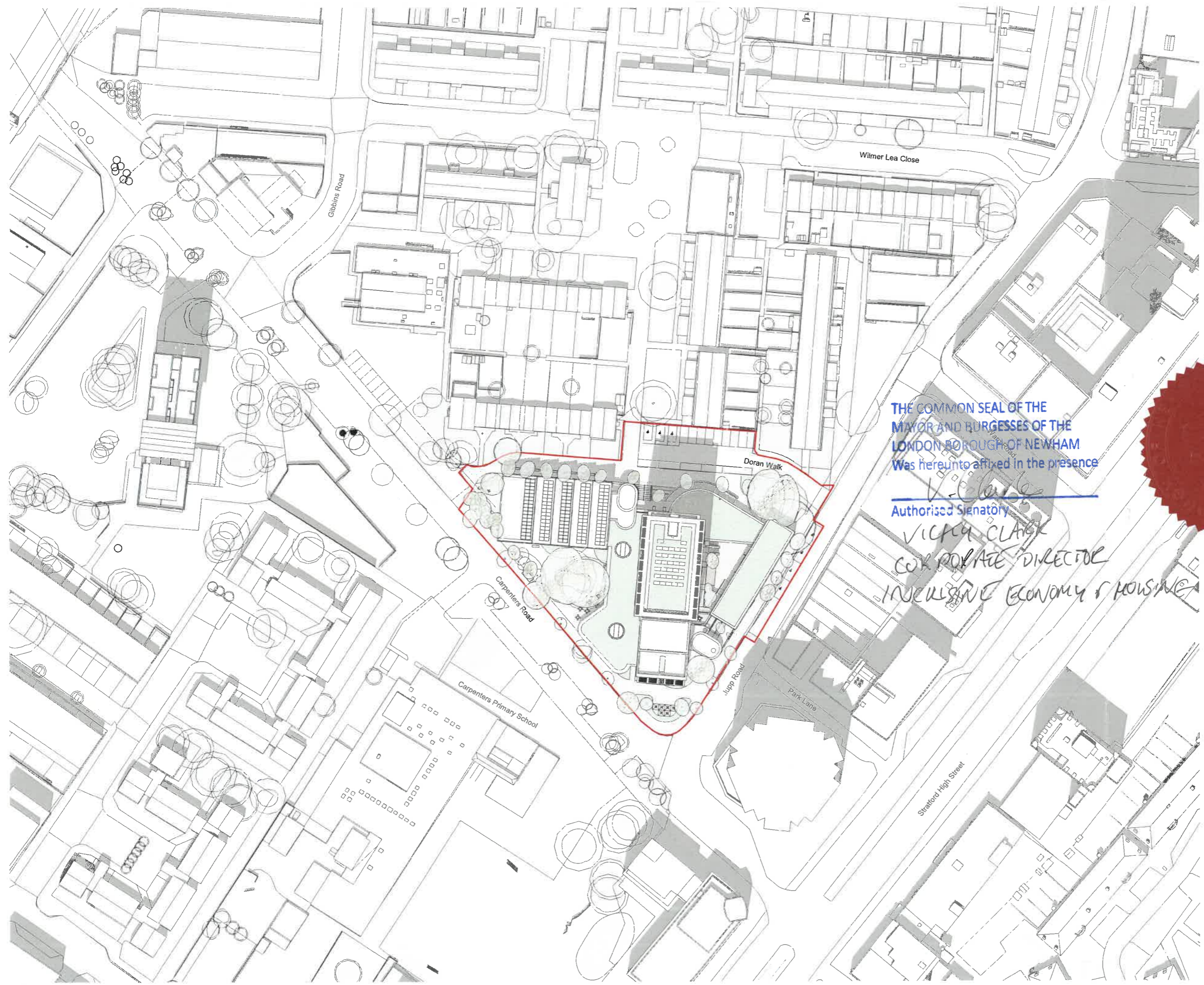
- \* If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial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



**APPENDIX 2**

**PLANS**

Plan 1	Site Plan
Plan 2	Affordable Housing Plan
Plan 3A, 3B, 3C	Community Facilities Plan
Plan 4	Off Site Play Space Plan
Plan 5	Play Areas and PAOS Plan



SHEET NOTES

1. All dimensions are indicative and they need to be checked on site by the contractor before construction proceeds and prior to the fabrication of any component.
2. This drawing is based on survey information by others.
3. All dimensions to be in millimetres unless otherwise specified.
4. All building works are to be carried out in accordance with current British/European Standards and the Building Regulations.
5. Refer to Structural Engineer's drawings, details and specifications for all structural components.
6. Refer to Mechanical & Electrical Engineer's drawings, schedules and specifications for all services.
7. This drawing is to be read in conjunction with the Design and Access Statement submitted with the planning application.
8. For occupied buildings, safe, clear access and means of escape to be maintained at all times during works in accordance with the Construction Phase Health and Safety Plan.
9. Any discrepancies between the drawings and site conditions shall be brought to the attention of the Architect/CA for resolution.



SITE PLAN NOTES

— Red Line Boundary

For detail description of hard and soft landscaping refer to LDAs landscape proposals

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

*[Signature]*  
Authorized Signatory  
VICTORIA CLARK  
CORPORATE DIRECTOR  
INCLUSIVE ECONOMY & HOUSING



PO2	PD	HS	19.11.21	Planning Submission
REVISION	NO.	DATE	BY	DESCRIPTION
DRAWING ISSUE				
S3				
CLIENT				

**populo**  
LIVING

**ECD Architects**  
ENERGY CONSCIOUS DESIGN  
www.ecda.co.uk

Studio 3 Blue Lion Place, 237 Long Lane  
London, SE1 4PU

**Proctor & Matthews Architects**

7 Blue Lion Place, 237 Long Lane  
London, SE1 4PU

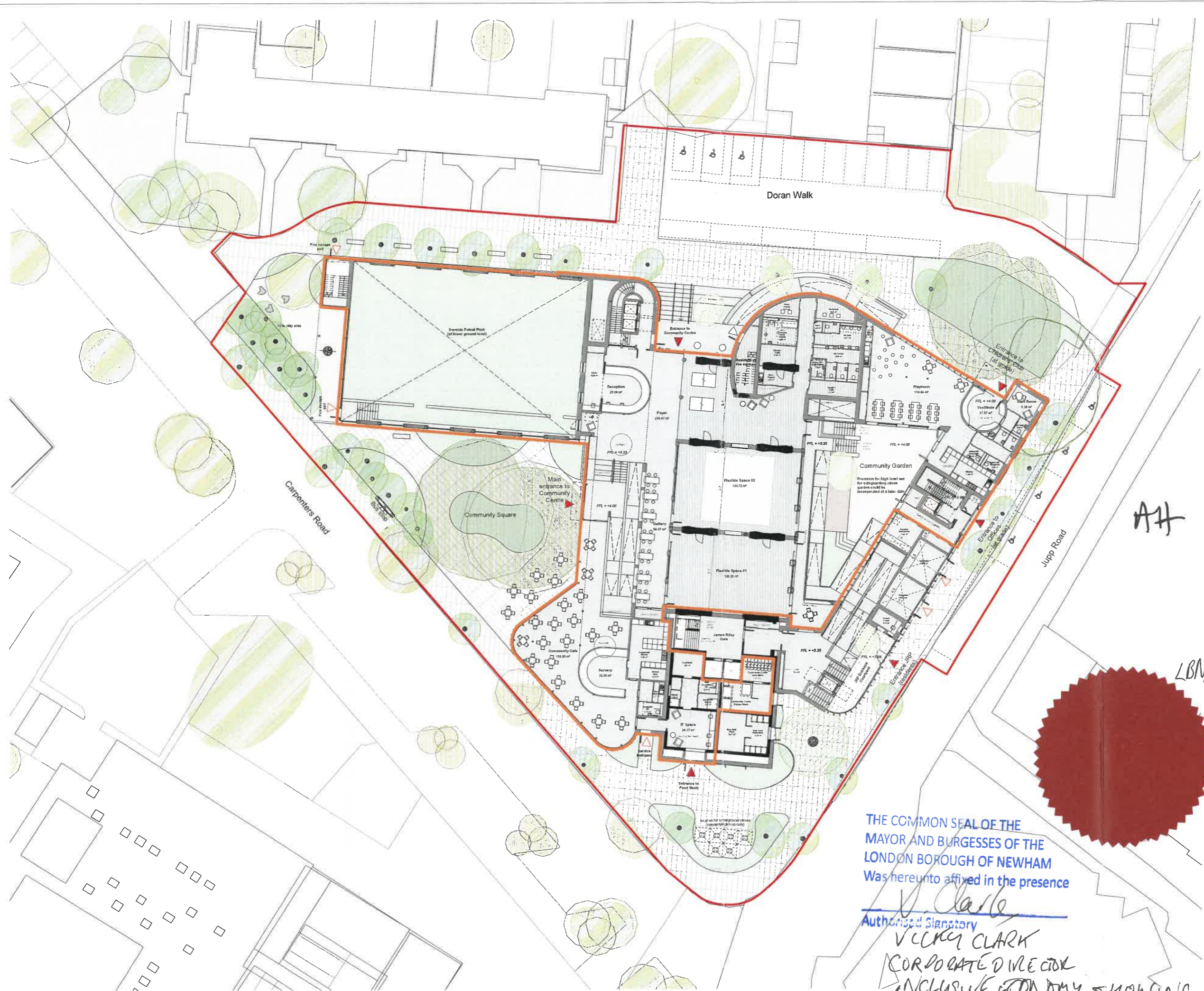
PROJECT TITLE  
James Riley Point (Carpenters Phase 1A)

DRAWING TITLE  
Proposed Site Plan

SCALE	1:500	DRAWN	PD
DATE	19.11.21	CHECKED	HS

Project Code - Originator - Vol - Level - Type - Rate - Number	Status	Rev.
CER1A-JEP-X0-ZZ-DR-A-306000	S3	P02





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- Refer to Mechanical & Electrical Engineer's drawings, schedules and specifications for all services.
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- Any discrepancies between the drawings and site conditions shall be brought to the attention of the Architect/CA for resolution.



GA PLAN NOTES

- Red Line Boundary
- Extent of Community Centre\*
- New Build superstructure - in grey fill
- Existing JRP superstructure - in black fill
- Existing CAT A trees
- Existing CAT B and proposed new trees
- Existing CAT C trees
- Principal Entrance
- Service Entrance / Fire Escape

For detail description of hard and soft landscaping refer to LDAs landscape proposals

Cycle parking in Lower Ground Floor will be monitored and can be increased to meet high user demand

Further coordination / technical development highlighted in red. Refer to Stage 3 Report for more information.

\*Outline excludes external spaces associated with the Community Centre external from the building footprint

P5	PD	HS	27.01.23	Community Centre Outlined
P4	PD	HS	03.12.21	For RIBA 3/Stage approval
P3	PD	HS	19.11.21	Planning Submission
P2	PD	HS	05.11.21	Drawing number revised to MIDP
P1	PD	HS	28.10.21	Planning Submission for Client Review

DRAWING ISSUE

S4

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London, SE1 4PU

**Proctor & Matthews Architects**

7 Blue Lion Place, 237 Long Lane  
London, SE1 4PU

PROJECT TITLE  
James Riley Point (Carpenters Phase 1A)

DRAWING TITLE  
Proposed General Arrangement -  
Ground Floor / Grade

SCALE	1 : 200	DRAWN	PD
DATE	03.12.21	CHECKED	HS

Project Code - Originator - Vol - Level - Type - Role - Number	Status	Rev
CER1A-JEP -X0-00-DR-A-306100	S4	P5

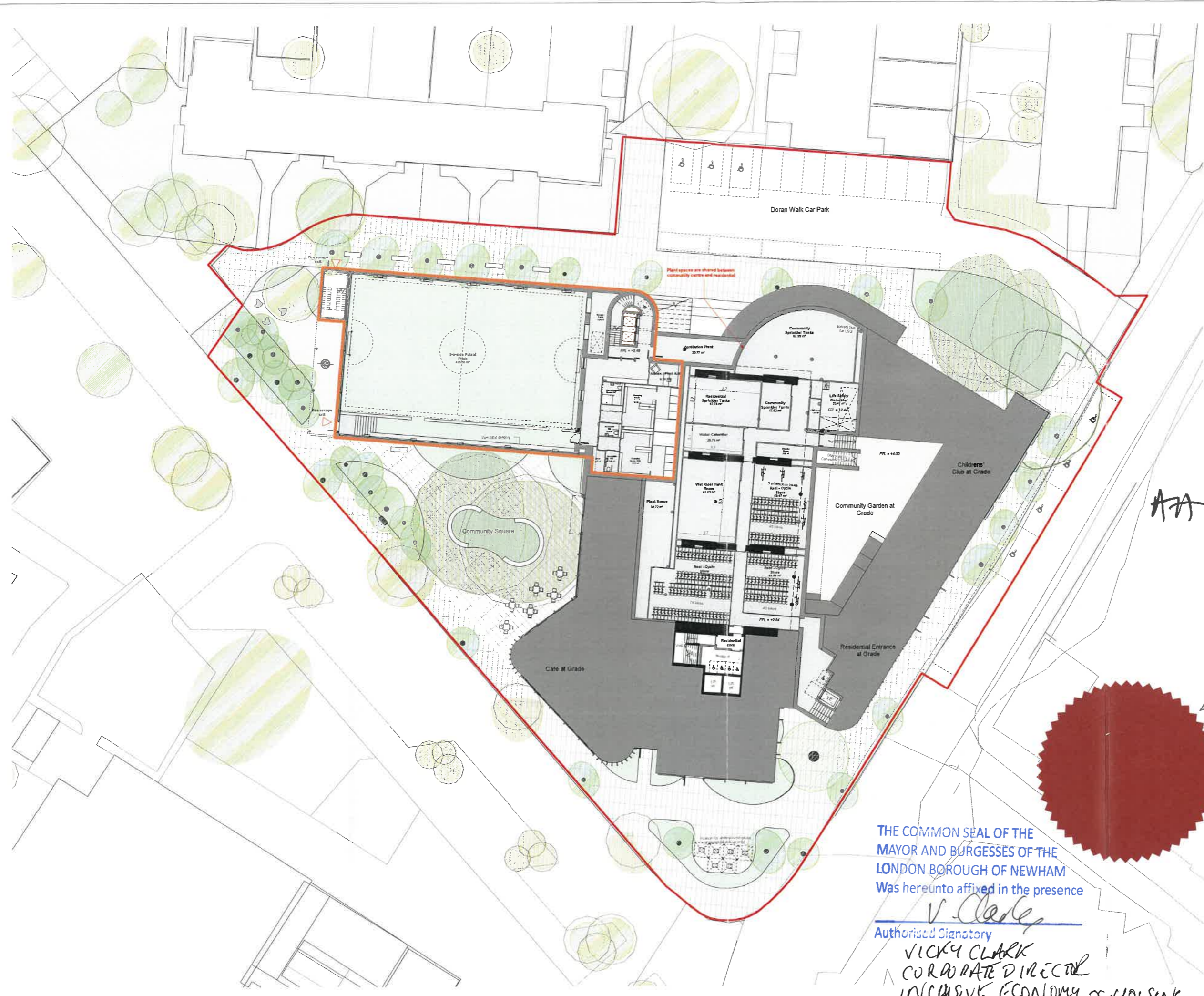
THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF NEWHAM  
Was hereunto affixed in the presence

*V. Clark*  
Authorised Signatory  
**VERONICA CLARK**  
CORPORATED DIRECTOR  
INCLUSIVE ECONOMY & HOUSING

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SHEET NOTES

- All dimensions are indicative and they need to be checked on site by the contractor before construction proceeds and prior to the fabrication of any component.
- This drawing is based on survey information by others.
- All dimensions to be in millimetres unless otherwise specified.
- All building works are to be carried out in accordance with current British/European Standards and the Building Regulations.
- Refer to Structural Engineer's drawings, details and specifications for all structural components.
- Refer to Mechanical & Electrical Engineer's drawings, schedules and specifications for all services.
- This drawing is to be read in conjunction with the Design and Access Statement submitted with the planning application.
- For occupied buildings, safe, clear access and means of escape to be maintained at all times during works in accordance with the Construction Phase Health and Safety Plan.
- Any discrepancies between the drawings and site conditions shall be brought to the attention of the Architect/CA for resolution.



GA PLAN NOTES

- Red Line Boundary
- Extent of Community Centre\*
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P5	PD	HS	07.01.23	Community Centre Outlined
P4	PD	HS	03.12.21	For RIBA 3/Stage approval
P3	PD	HS	18.11.21	Planning Submission
P2	PD	HS	05.11.21	Drawing number revised to MIDP
P1	PD	HS	29.10.21	Planning Submission for Client Review

REVISION  
 DRAWING  
 CHECKED BY  
 DATE  
 SUBMITTED

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PROJECT TITLE  
 James Riley Point (Carpenters Phase 1A)

DRAWING TITLE  
 Proposed General Arrangement - Lower Ground Floor

SCALE  
 1 : 200

DRAWN  
 PD

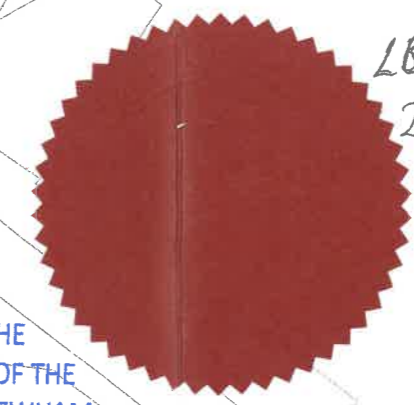
DATE  
 03.12.21

CHECKED  
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Project Code - Originator - Vol - Level - Type - Role - Number	Status	Rev.
CER1A-JEP-XD-B1-DR-A-306101	S4	P5

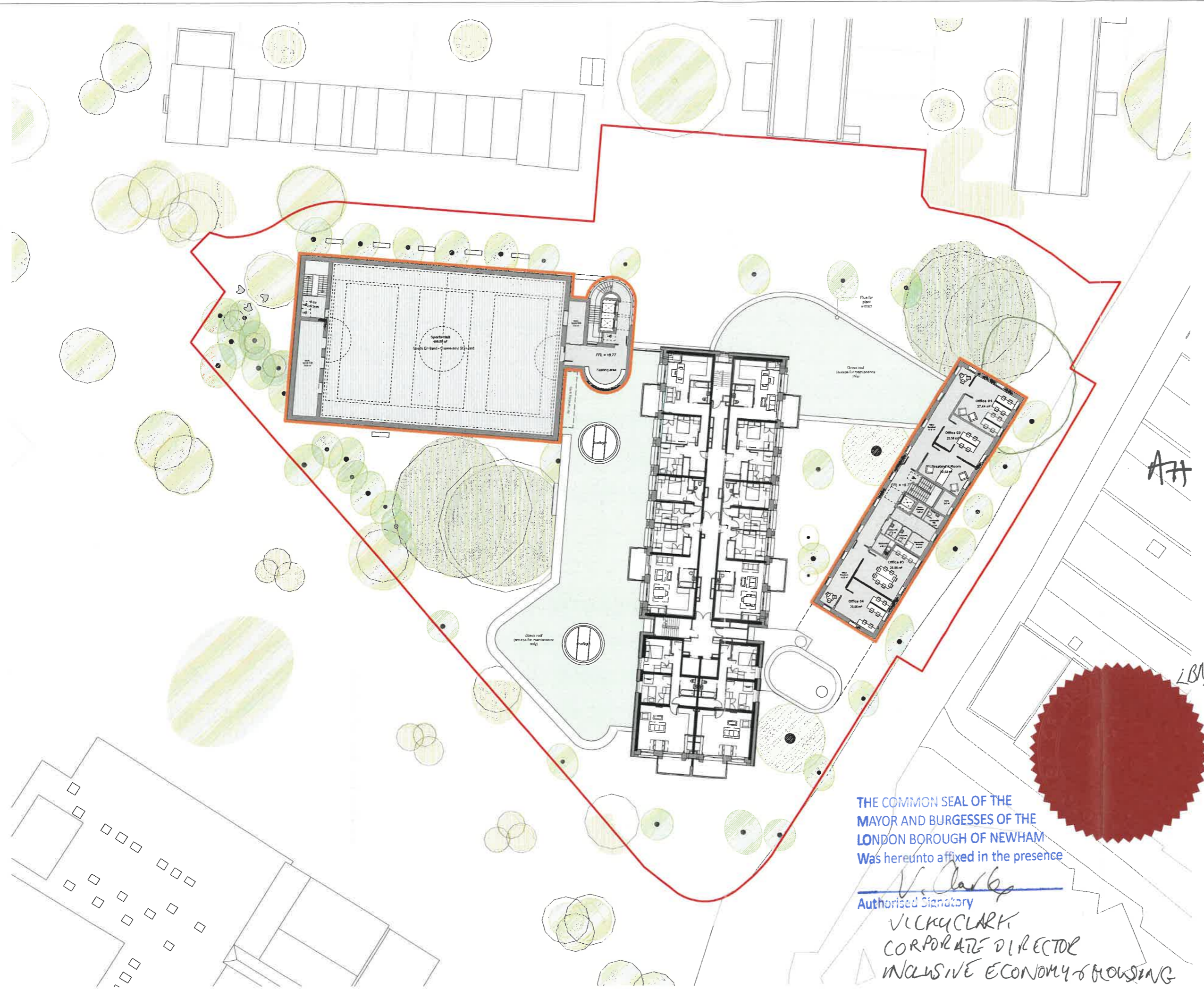
THE COMMON SEAL OF THE  
 MAYOR AND BURGESSES OF THE  
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Authorised Signatory  
 VICKY CLARK  
 CORPORATE DIRECTOR  
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P2	PD	HS	05.11.21	Drawing number revised to MIDP
P1	PD	HS	29.10.21	Planning Submission for Client Review

REVISION	DATE	BY	DESCRIPTION

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PROJECT TITLE  
James Riley Point (Carpenters Phase 1A)

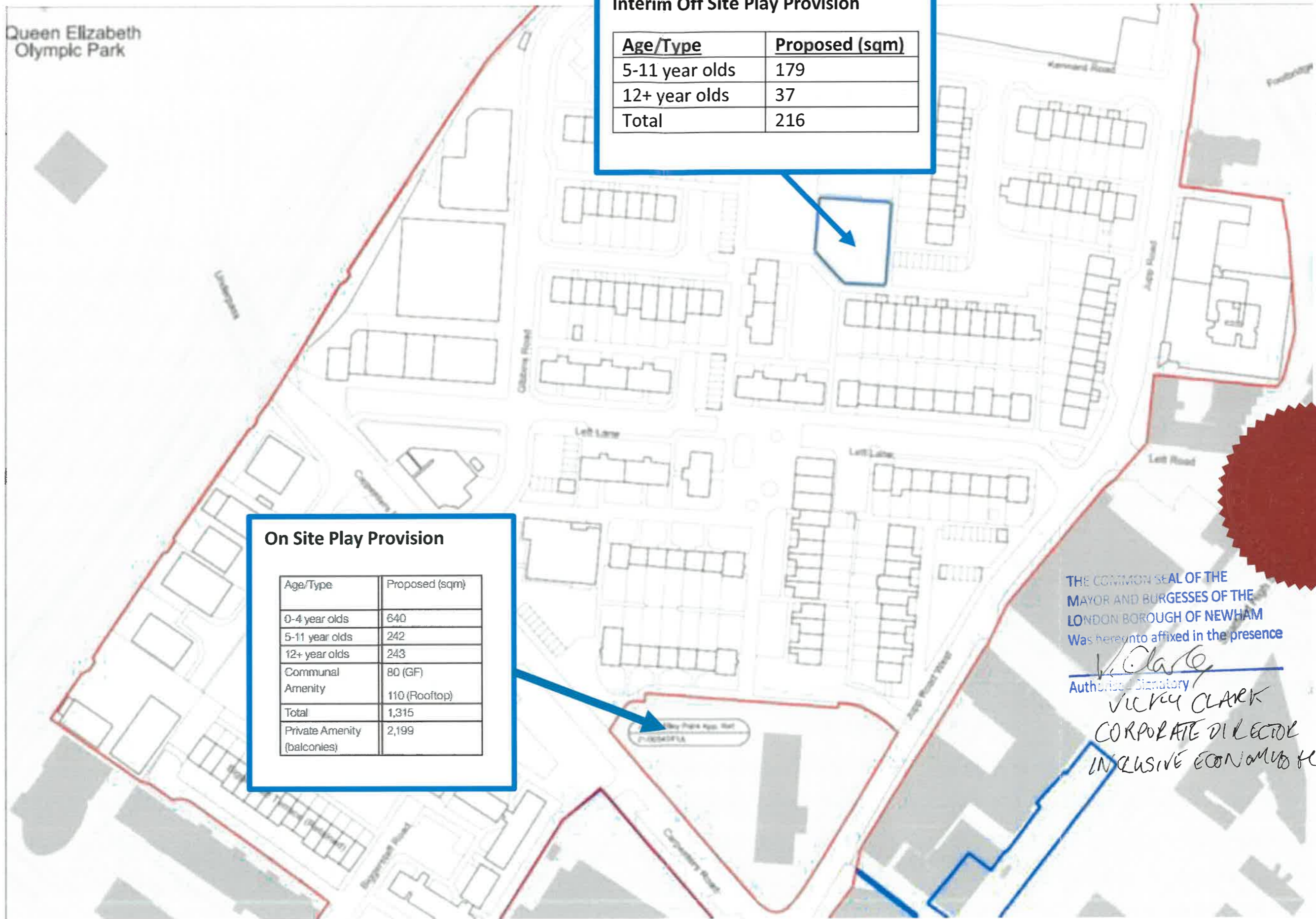
DRAWING TITLE  
Proposed General Arrangement - First Floor

SCALE 1 : 200	DRAWN PD
DATE 03.12.21	CHECKED HS

Project Code - Originator - Vol - Level - Type - Role - Number	Status	Rev.
CER1A-JEP -X0-01-DR-A-306102	S4	P5

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*V. Clark*  
Authorized Signatory  
VICKY CLARK  
CORPORATE DIRECTOR  
INCLUSIVE ECONOMY & HOUSING



**Interim Off Site Play Provision**

Age/Type	Proposed (sqm)
5-11 year olds	179
12+ year olds	37
Total	216

**On Site Play Provision**

Age/Type	Proposed (sqm)
0-4 year olds	640
5-11 year olds	242
12+ year olds	243
Communal Amenity	80 (GF)
	110 (Rooftop)
Total	1,315
Private Amenity (balconies)	2,199

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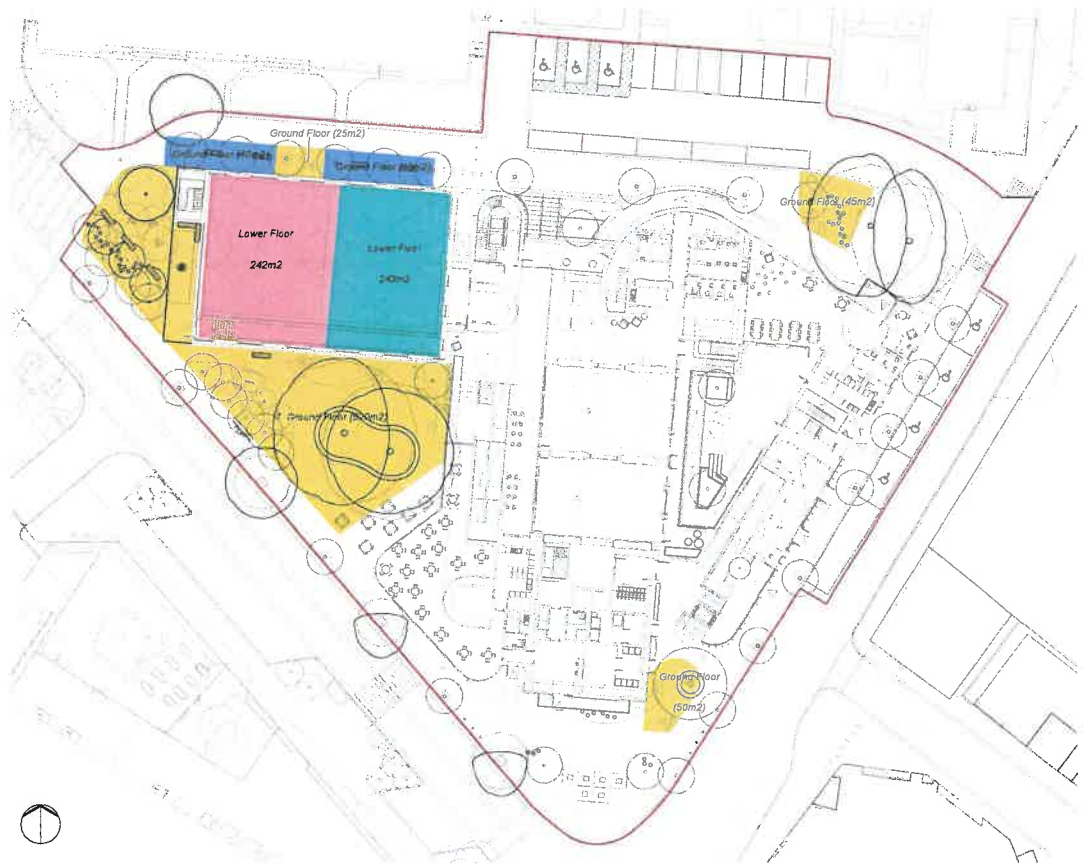
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Age / Type	Area Required (m2)	Proposed (m2)
0-4yrs old	559 - 616	840
5-7yrs old	421 - 496	242
12+yrs old	280 - 312	243
Continental Amenity		80 (GF) 110 (Rooftop)
<b>Total</b>	<b>1,260 - 1,394</b>	<b>1,315</b>
Type	Existing (m2)	Proposed (m2)
Private Amenity (Balconies)	331	2,189



Play + Amenity Diagram (Scale 1:400)

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**APPENDIX 3**

**WHEELCHAIR AFFORDABLE HOUSING ACCOMMODATION SCHEDULE**

