

DATED 22 May 2023

(1) LONDON LEGACY DEVELOPMENT CORPORATION

^{DOMINUS}
(2) ~~DOMINUS~~ STRATFORD LIMITED PM 22.05.23

(3) MIZRAHI TEFAHOT BANK LIMITED

**PLANNING OBLIGATION BY AGREEMENT
MADE PURSUANT TO SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990
AND ALL OTHER POWERS ENABLING**
relating to 302-312 Stratford High Street, Stratford,
London E15 1AJ



Pinsent Masons

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THIS AGREEMENT is made on

22 May

2023

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square Stratford, London E20 1JN (the "**LPA**");
- (2) ^{DOMINUS}~~DOMINUS~~ **STRATFORD LIMITED** (Company No 08503940) of 1 London Street, Reading, Berkshire RG1 4QW (the "**Owner**"); and
PM 22.05.23
- (3) **MIZRAHI TEFAHOT BANK LIMITED** (Overseas UK Company No FC011504, Israeli Public Company No 520000522) of Tel Aviv, Israel (the "**Mortgagee**").

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 Owner has a freehold interest in the Site registered at the Land Registry with Title Numbers EGL303596, EX44544, EGL97316, EGL867 and EGL280145 as shown on Plan 1.
- (C) The Mortgagee has a charge dated 27 April 2021 registered against Title Numbers EX44544, EGL97316, EGL867 and EGL280145, and a charge dated 27 April 2023 which is pending registration against title EGL303596
- (D) The Planning Application in respect of the land shown edged red on Plan 7 was validated by the LPA on 16 March 2022. PM 22.05.23
- (E) On 27 September 2022 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) 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.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

1. INTERPRETATION

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

"1990 Act"	means Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Owner reasonably considers in all the circumstances that the Development will be Commenced
"Anticipated Substantial Implementation Date"	means the date on which the Owner reasonably considers in all the circumstances that the Development will be Substantially Implemented
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site

clearance, demolition, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "**Commence**" and "**Commenced**" shall be construed accordingly

"Commencement Date"	means the date upon which the Development is Commenced
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and " Complete " and " Completion " shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and " Compliance ", " Complied " and " Complying " 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
"Council's Area"	means the administrative area of the Council
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof and " First Occupy " shall be construed accordingly
"Fit Out Works"	means works comprised in the Development beyond Shell and Core
"Highway Authority"	means the Council and/or TfL (as applicable) or their successors in function
"Index"	means the All-in Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published or if the LPA in its discretion considers more appropriate, such alternative index agreed by the LPA and the Owner
"Indexed"	means in relation to any sum that it is to be increased in accordance with Clauses 14.2 and 14.3

"Initial Wheelchair Accessible Units"	means the 24 Student Accommodation Units which are constructed as Wheelchair Accessible Units pursuant to Condition 48
"Initial Wheelchair Adaptable Units"	means the 23 Student Accommodation Units (in addition to the Initial Wheelchair Accessible Units) which are constructed and fitted out to a specification that makes them easily adaptable (within not more than two weeks) as Wheelchair Accessible Units pursuant to Condition 48
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Occupy"	"Occupied" and "Occupation" means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them
"Plan 1"	means the plan labelled Extent of Dominvs owned title edged with drawing number A 220 F00 0 rev P2
"Plan 2"	means the plan labelled On Site Blue Badge Car Parking Spaces – Plan with drawing number A 220 Z3 00 rev P
"Plan 3"	means the plan labelled Publicly Accessible Open Space – Plan with drawing number A 220 Z4 00 rev P
"Plan 4"	means the plan labelled Proposed Public House – Basement floor plan with drawing number A 220 Z 099 rev P
"Plan 5"	means the plan labelled Proposed Public House – Ground floor plan with drawing number A 220 Z1 00 rev P
"Plan 6"	means the plan labelled Channelsea Basin – Plan with drawing number A 220 Z2 00 rev P
"Plan 7"	means the plan labelled Existing Site Location Plan with drawing number 9_2101_P_001_P1
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 22/00098/FUL by the LPA for the demolition of existing buildings and redevelopment of the site to provide a part 12, part 25 storey building (plus 2 basement levels) for a mixed-use development comprising 465 student accommodation rooms (Sui Generis), 786sqm workspace (Class E), a new public house consisting of 141sqm (Sui Generis) with hard and soft landscaping, public realm improvements including enhancements to the Channelsea River, a new vehicular access, parking and associated works

"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application
"Preparatory Works"	means the following enabling works: <ul style="list-style-type: none"> (a) archaeological investigations; (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions; (c) site clearance; (d) demolition of existing buildings On Site; (e) the erection of hoardings or other means of enclosure for site security operations; (f) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development; (g) (so far as is necessary) the creation of temporary access to the Site; and (h) (so far as is necessary) the diversion of services
"Private Student Accommodation Units"	means Student Accommodation Units which are not Baseline Affordable Student Accommodation Units (as defined in Schedule 1) or Additional Affordable Student Accommodation Units (as defined in Schedule 2)
"Reasonable Endeavours"	means that it is agreed by the Parties that the Owner under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Owner will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"Requisite Consents"	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Shell and Core"	means constructed to shell and core finish as that expression is understood in the commercial development industry
"Site"	means the land shown edged red on Plan 1
"SPD"	means the LPA's supplementary planning document Planning Obligations dated 10 November 2016

"Student Accommodation"	means the 465 Student Accommodation Units to be provided as part of the Development
"Student Accommodation Unit"	means any single studio or single bedroom unit forming part of the Student Accommodation
"Substantial Implementation" and "Substantially Implement"	<p>means Commencement of Development has occurred in addition to the following:</p> <ul style="list-style-type: none"> (a) the Preparatory Works have been completed; and (b) all ground works (including laying of the first floor slab) have been completed <p>and "Substantially Implemented" shall be construed accordingly</p>
"Superstructure Works"	<p>means the construction of any one or more of the following parts of the Development, after construction of its foundations:</p> <ul style="list-style-type: none"> (a) frame: load bearing framework (b) upper floors: suspended floors, balconies, walkways and top landings (c) roof: roof structure, roof coverings and roof drainage (d) stairs and ramps: construction of ramps and stairs connecting floors at different levels (e) external walls: construction of all the external enclosing walls (f) windows, doors and openings in external walls
"TfL"	means Transport for London or its successor in function
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
"Wheelchair Accessible Units"	means Student Accommodation Units which are constructed and fitted out to wheelchair accessible standards and comply with Part M Volume 2 of the Building Regulations and British Standard: 8300
"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 no 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 subject to Clauses 2.4, 2.6 and 2.7 references to the Owner in this Agreement include persons deriving title from the Owner and the Owner's successors, assigns and transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 **"including"** means **"including without limitation"**;
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Owner or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable the legality, validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

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

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

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011, and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Owner 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 Owner's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 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; or
- 2.4.2 individual occupiers of the Student Accommodation Units (save for the obligations in paragraph 5 of Schedule 3 and paragraph 4.1.1 of Schedule 5 which are intended to be enforceable against such occupiers).
- 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 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 or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation 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 Owner) 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 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any Condition or if any Condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. **CONDITIONALITY**

- 3.1 This Agreement is conditional upon:-
- 3.1.1 the grant of the Planning Permission; and
- 3.1.2 the Commencement of Development

save for the provisions of this Clause 3 and Clauses 2, 4.1.2 to 4.1.4, 6, 9, 11, 13, 16, 17 and Clause 4.1.1 (but only insofar as it relates to paragraph 5.1 of Schedule 5, paragraph 2.1 of Schedule 7, paragraph 2.1 of Schedule 8, and the whole of Schedule 12 and Schedule 13) which shall come into effect immediately upon completion of this Agreement.

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

- 4.1 The Owner covenants with the LPA that it shall:-
- 4.1.1 perform and Comply with, and procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Owner contained in this Agreement;
- 4.1.2 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
- 4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case; and

4.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

5. THE LPA'S COVENANTS WITH THE OWNER

- 5.1 The LPA covenants with the Owner 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 Owner that it shall use all sums received from the Owner 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 Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Agreement.
- 5.4 The LPA covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest.
- 5.5 Where any payment is made by the Owner 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 applied by that Other Statutory Authority for the purposes for which they have been paid.

6. NOTICES

- 6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-
- 6.1.1 if delivered by hand, the next Working Day after the day of delivery; and
- 6.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.
- 6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning
Policy and Decisions Team
Level 9
5 Endeavour Square
Stratford

London
E20 1JN

For the attention of: Anthony Hollingsworth

Owner:

Address: 14A Shouldham Street, London, W1F 5FJ

For the attention of: Nick Tiplady

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

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

8. VERIFICATION AND ENFORCEMENT

The Owner 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 5 (five) Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and Complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. 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 10 (ten) 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 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.
- 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.

10. **NO WAIVER**

No waiver (whether expressed or implied) by the LPA of any breach or default by the Owner 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 Owner.

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

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

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.

13. **THE LPA'S COSTS**

The Owner agrees that it will on completion of this Agreement pay the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement).

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 will be increased by reference to the amount of the quarterly increase in the Index from 27 September 2022 until the date such sums are paid (unless otherwise stated in this Agreement).

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

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 STUDENT ACCOMMODATION

1. DEFINITIONS

- "Affordable Student Accommodation"** means Student Accommodation that is provided at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent pursuant to this Schedule 1
- "Affordable Student Accommodation Unit"** means any single studio or single bedroom unit forming part of the Affordable Student Accommodation and **"Affordable Student Accommodation Units"** shall be construed accordingly
- "Baseline Affordable Student Accommodation Units"** means the 163 Student Accommodation Units to be provided as Affordable Student Accommodation pursuant to paragraph 2.1 of this Schedule
- "CIPH"** means the Consumer Price Index for Housing published by the Office for National Statistics or any official publication substituted for it
- "London Student Accommodation Affordable Rent"** means the maximum annual rent cost (inclusive of service charges, utilities and estate charges) for affordable purpose-built student accommodation published annually by the Greater London Authority in the Mayor's Annual Monitoring Report
- "Perpetuity"** means a minimum term of one hundred and twenty five years from the date of First Occupation of an Affordable Student Accommodation Unit or the lifetime of the Development if shorter

2. MINIMUM AFFORDABLE STUDENT ACCOMMODATION UNITS

- 2.1 Not less than 163 Student Accommodation Units shall be provided as Affordable Student Accommodation Units.
- 2.2 The Owner shall not carry out any Fit Out Works until details of the locations of the Baseline Affordable Student Accommodation Units (such details to show the Baseline Affordable Student Accommodation Units pepper-potted across the Development, and to include 1:50 floor plans of the proposed units) have been submitted to and approved in writing by the LPA and thereafter the Baseline Affordable Student Accommodation Units shall be provided in Perpetuity in the approved locations unless alternative locations are agreed from time to time by the LPA in writing.
- 2.3 The Owner shall ensure that the design, construction and layout of the Affordable Student Accommodation Units are the equivalent of and shall be indistinguishable from the Private Student Accommodation Units.
- 2.4 None of the Private Student Accommodation Units shall be Occupied until:-
- 2.4.1 the Affordable Student Accommodation Units are Completed and made ready for Occupation; and
- 2.4.2 the Owner has Complied with paragraph 2.2 of Schedule 3.

3. AFFORDABLE RENTS

- 3.1 Subject to paragraph 3.3 the rent charges (inclusive of service charge, utilities and estate charges) for the letting of any Affordable Student Accommodation Units shall not exceed the London Student Accommodation Affordable Rent applicable at the date of the relevant letting and thereafter any annual increases in such rent charges shall be capped at the increase in the CIPH.

3.2 For so long as the London Student Accommodation Affordable Rent is published annually, the Owner shall once every three years from the date of the First Occupation of the Development submit to the LPA a report detailing:

3.2.1 the current rent charges (inclusive of service charge, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and

3.2.2 whether the current rent charges (together with any annual increases pursuant to paragraph 3.1) require recalibration to reflect the most recently published London Student Accommodation Affordable Rent.

3.3 In the event that the London Student Accommodation Affordable Rent ceases to be published annually, the Owner shall submit to the LPA for approval a report annually detailing:

3.3.1 the current rent charges (inclusive of service charge, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and

3.3.2 the proposed rent charges (inclusive of service charge, utilities and estate charges) for the letting of the Affordable Student Accommodation Units for the following Academic Year, which shall not exceed 55 per cent of the maximum income that a new full-time Student studying in London and living away from home could receive from the Government's maintenance loan for living costs for that Academic Year

and thereafter the proposed rent charges set out in the approved report shall be effective from the beginning of the next Academic Year until the submission of the next report pursuant to this paragraph 3.3.

4. **WHEELCHAIR AFFORDABLE STUDENT ACCOMMODATION UNITS**

4.1 The Owner shall:

4.1.1 provide not less than 24 of the Affordable Student Accommodation Units as Initial Wheelchair Accessible Units; and

4.1.2 provide not less than 23 of the Affordable Student Accommodation Units as Initial Wheelchair Adaptable Units

in the locations submitted to and approved by the LPA pursuant to paragraph 2.1 of Schedule 4.

SCHEDULE 2 - VIABILITY REVIEW

1. DEFINITIONS

- "Additional Affordable Student Accommodation"** means Affordable Student Accommodation to be provided as part of the Development in addition to the Baseline Affordable Student Accommodation Units pursuant to the terms of this Schedule and which shall be subject to the Affordable Student Accommodation Cap
- "Additional Affordable Student Accommodation Unit"** means a single studio or single bedroom unit forming part of the Additional Affordable Student Accommodation and **"Additional Affordable Student Accommodation Units"** shall be construed accordingly
- "Additional Affordable Student Accommodation Scheme"** means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review or Development Break Review concludes that Additional Affordable Student Accommodation is capable of being provided within the Development and which:
- (a) confirms which previously intended Private Student Accommodation Units are to be converted into Additional Affordable Student Accommodation Units;
 - (b) shows the location (which for the avoidance of doubt shows the Additional Affordable Student Accommodation Units pepper-potted across the Development), size and internal layout of each Additional Affordable Student Accommodation Unit with reference to plans and drawings approved as part of the Planning Application;
 - (c) ensures that at least 10% of the Additional Affordable Student Accommodation Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
 - (d) provides an indicative timetable for construction and delivery of the Additional Affordable Student Accommodation Units;
 - (e) identifies any Partial Unit Contribution
- "Affordable Student Accommodation Cap"** means 50 per cent of the Student Accommodation Units provided as Baseline Affordable Student Accommodation Units and Additional Affordable Student Accommodation Units
- "Average Private Student Accommodation Values"** means the average value of Private Student Accommodation Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the GDV to be assessed by the LPA **PROVIDED THAT** where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at open market value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value

even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value

"Build Costs"

means the costs of demolition, construction, external works and assumed contingency allowance in respect of the whole Development supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:

- (a) agreed building contracts or estimates provided by the Owner's quantity surveyor or costs consultant;
- (b) details of payments made or agreed to be paid in the relevant building contract;
- (c) receipted invoices;
- (d) costs certified by the Owner's quality surveyor, costs consultant or agent

and building costs excludes all internal costs of the Owner including but not limited to:

- (a) project management costs;
- (b) overheads and administration expenses;
- (c) professional, finance, legal and marketing costs

to be assessed by the LPA

"Development Break"

means a continuous period of 12 months or more after the Substantial Implementation Long Stop Date or after the agreement of an Early Stage Review (whichever takes place first) in which no material construction works take place to materially progress the Development

"Development Break Review"

means the upwards only review of the financial viability of the Development at the Planned Resumption Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Student Accommodation can be provided as part of the Development

"Development Break Review Submission"

means the following information to be submitted by the Owner to the LPA on an open book basis:

- (a) the applicable Development Viability Information;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Student Accommodation can be provided; and
- (c) where such written statement confirms that Additional Affordable Student Accommodation can be provided, an Additional Affordable Student Accommodation Scheme

"Development Information"	Viability	<p>means the following information:</p> <ul style="list-style-type: none"> (a) estimated GDV of the Private Student Accommodation Units; (b) Average Private Student Accommodation Values; (c) estimated Build Costs <p>AND including in each case supporting evidence to the LPA's reasonable satisfaction</p>
"Early Stage Review"		<p>means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Student Accommodation can be provided as part of the Development</p>
"Early Stage Submission"	Review	<p>means the following information to be submitted by the Owner to the LPA on an open book basis:</p> <ul style="list-style-type: none"> (a) the applicable Development Viability Information; and (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Student Accommodation can be provided; and (c) where such written statement confirms that Additional Affordable Student Accommodation can be provided, an Additional Affordable Student Accommodation Scheme
"Formula 1"		<p>means the following formula to be applied at any Early Stage Review and/or Development Break Review for determining surplus profit available for Additional Affordable Student Accommodation:</p> <p>X = Surplus profit available for Additional Affordable Student Accommodation</p> $X = ((A - B) - (D - E)) - P$ <p>A = estimated GDV for the Private Student Accommodation Units at the Review Date as determined at the time of the Viability Review (£)</p> <p>B = estimated application stage GDV for the Private Student Accommodation Units at the date of the Planning Permission (£)</p> <p>D = estimated Build Costs at the Review Date as determined at the time of the Viability Review (£)</p> <p>E = assumed application stage Build Costs at the date of the Planning Permission (£) to be calculated using the following formula: $D \div (F + 1)$</p>

F = percentage change in Build Costs from the date of the Planning Permission to the Review Date with reference to the BCIS All-in Tender Price Index (%)

P = developer profit on change in GDV of the Private Student Accommodation Units (£) to be calculated using the following formula: $(A - B) * Y$;

Y = 15% (developer profit on gross development value of the Private Student Accommodation Units as determined as part of the Viability Review)

"Formula 2"

means the following formula for determining the amount of Additional Affordable Student Accommodation where the application of Formula 1 identifies a surplus profit:

X = Additional Affordable Student Accommodation Unit requirement

$$X = E \div (A - B)$$

A = Average value of Private Student Accommodation Unit (£)

B = Average value of Affordable Student Accommodation Unit (£)

E = Surplus profit available for Additional Affordable Student Accommodation (as determined applying Formula 1) (£)

"GDV"

means the capitalised open market rental value of the Private Student Accommodation Units based on detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

"Memorandum"

means a memorandum made in accordance with paragraph 7 of this Schedule

"Non-Open Market Value"

means a value below the open market value, for example due to a disposal or other related transaction:

- (a) to a purchaser who is connected in any way to the vendor, grantor, transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988;
- (b) which is not an arm's length true value purchase on the usual terms as between a willing vendor, grantor, transferor or lessor and a willing purchaser; and/or
- (c) where a transaction artificially reduces the value of a Student Accommodation Unit or Affordable Student Accommodation Unit which may include the following types of transaction:
 - (i) transactions between the Owner and subsidiary companies of the Owner
 - (ii) transactions between the Owner and its employees

- (iii) transactions involving loans from the Owner
- (iv) transactions involving other forms of deferred consideration
- (v) transactions involving finance deals
- (vi) transactions involving other property not comprised in the Development
- (vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Private Student Accommodation Units or Affordable Student Accommodation Units;
- (viii) transactions involving renting or granting of a licence to occupy a Private Student Accommodation Unit (including for example as private rented sector dwellings or other models)

Provided always that where bulk sales of more than one unit are concluded in the ordinary course of business it shall be taken into account that such units are comprised in a bulk sale and that discounts are commonly agreed in bulk sale transactions and they shall not be treated as Non-Open Market Value simply by virtue of the individual unit price being lower than if a comparable unit had been sold individually outside of a bulk sale transaction.

"Partial Unit Contribution"	means a financial contribution towards Affordable Student Accommodation in the LPA's administrative area payable where an Early Stage Review or a Development Break Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Student Accommodation Units or cannot deliver a complete number of Additional Affordable Student Accommodation Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2)
"Planned Resumption Date"	means the anticipated date for resuming the Development following a Development Break
"Public Subsidy"	means any funding from the LPA and the Greater London Authority together with any additional public subsidy secured by the Owner to support the delivery of the Development
"Review Date"	means any and all of the Revised Substantial Implementation Date and the Planned Resumption Date
"Revised Substantial Implementation Date"	means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date
"RICS Valuation Standards"	means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published

"Substantial Implementation Long Stop Date"	means the date 30 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
"Viability Reviews"	means any and all of the Early Stage Review and Development Break Review
"Viability Submissions"	Review means any and all of the Early Stage Review Submission and the Development Break Review Submission
"Viability Specialist"	means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with Clause 9 of this Agreement

2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

- 2.1 The Owner shall notify the LPA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 2.2 The Owner shall afford the LPA (and their agents) access to the parts of the Site comprised within the Owner's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation PROVIDED ALWAYS THAT:
- 2.2.1 the LPA shall provide the Owner with reasonable written notice of its intention to carry out such inspection;
- 2.2.2 the LPA and their agents shall comply fully with the Owner's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
- 2.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Owner or its agent or representative.
- 2.3 The LPA shall inspect the parts of the Site comprised within the Owner's interests within 20 Working Days of receiving notice pursuant to paragraph 2.1 and thereafter provide written confirmation to the Owner within 20 Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.
- 2.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 9 of this Agreement.

3. EARLY STAGE REVIEW

- 3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Owner shall:
- 3.1.1 notify the LPA in writing of the Revised Substantial Implementation Date, and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date;
- 3.1.2 submit the Early Stage Review Submission to the LPA within 20 Working Days of Revised Substantial Implementation Date (or within such other timescale as may be agreed between the Owner and the LPA in writing); and

3.1.3 not Occupy the Development or any part thereof until the Early Stage Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule.

4. DEVELOPMENT BREAK REVIEW

4.1 The Owner shall notify the LPA in writing of a Development Break, and shall respond in writing to any written request from the LPA to confirm whether a Development Break has occurred.

4.2 Where a Development Break occurs, the Owner shall:

4.2.1 notify the LPA in writing of the Planned Resumption Date, and subsequently advise the LPA in writing of any change to the Planned Resumption Date;

4.2.2 submit the Development Break Review Submission to the LPA within 20 Working Days of the Planned Resumption Date (or within such other timescale as may be agreed between the Owner and the LPA in writing); and

4.2.3 not Occupy the Development or any part thereof until the Development Break Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule.

5. VIABILITY REVIEWS

5.1 The Owner shall give the LPA not less than 10 Working Days' advance written notice of the date on which any Viability Review Submission is intended to be submitted, and no Viability Review Submission shall be submitted until 10 Working Days following the giving of such advance written notice.

5.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Owner:

5.2.1 its reasonable and properly incurred internal costs (including officer time); and

5.2.2 its reasonable and properly incurred external surveying and legal costs

incurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Owner will pay such costs within 20 Working Days of receipt of a written request for payment.

5.3 Upon receipt of a Viability Review Submission:

5.3.1 In the event that the LPA requires further information or supporting evidence then the Owner shall provide any reasonably required information to the LPA within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA (as applicable) has all the information it reasonably requires;

5.3.2 The LPA shall confirm in writing to the Owner when it has received a valid and complete Viability Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 5.3 PROVIDED THAT seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for not completing any other process required by this paragraph if it can be completed without the information requested;

5.3.3 For a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Owner in writing), the Owner and the LPA both acting reasonably and in good faith may review and seek to reach an agreed position on

the matters set out in the Viability Review Submission and where agreed between the parties this may result in revisions to the Viability Review Submission;

5.3.4 Within 40 Working Days of the Validation Date, the LPA shall confirm in writing that either:-

- (a) it rejects (with reasons) the conclusions of the Viability Review Submission ("**Non-Acceptance Notice**"); or
- (b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Student Accommodation; or
- (c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and the Additional Affordable Student Accommodation Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 7 below.

5.4 In the event that pursuant to paragraph 5.3 above, the Owner and the LPA have not agreed the Viability Review Submission either Party shall be entitled to refer the matter to the Viability Specialist for determination and each shall use its reasonable endeavours to do so within 20 Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Owner) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

5.5 Unless otherwise agreed between the LPA and the Owner or required by the Viability Specialist each shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Viability Review Submission.

5.6 In addition to the matters specified in paragraph 5.5, in making their determination the Viability Specialist shall have regard to: -

5.6.1 all relevant material submitted to them by the LPA and the Owner;

5.6.2 such relevant financial, legal, planning or other matters they consider relevant using reasonable care and skill and their professional expertise;

5.6.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Student Accommodation.

5.7 Unless otherwise agreed by the LPA and the Owner or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that, if the Viability Specialist determines that there is surplus profit to apply towards the provision of Additional Affordable Student Accommodation, their decision shall include an Additional Affordable Student Accommodation Scheme (the "**Decision**") which the LPA and the Owner shall thereafter incorporate in a completed Memorandum in accordance with paragraph 7 below.

6. DELIVERY OF ANY ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION

6.1 Where it is agreed or determined pursuant to an Early Stage Review or a Development Break Review that Additional Affordable Student Accommodation is required to be provided and/or a Partial Unit Contribution is payable, the Owner shall prior to Occupation of any Private Student Accommodation Unit:

6.1.1 make any amendments to the Development required to accommodate such Additional Affordable Student Accommodation and seek any necessary variations to the Planning Permission and/or details approved pursuant to any Conditions;

6.1.2 provide such Additional Affordable Student Accommodation in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Viability Specialist and make it available for Occupation; and

6.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Viability Specialist.

6.2 The Owner shall not Occupy any Private Student Accommodation Units unless and until:

6.2.1 the requirements of paragraph 6.1 have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and

6.2.2 any Partial Unit Contribution identified in the Additional Affordable Student Accommodation Scheme has been fully paid to the LPA in cleared funds.

7. **MEMORANDUM**

7.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Viability Specialist determining an Additional Affordable Student Accommodation Scheme), the Owner and the LPA shall record the Additional Affordable Student Accommodation Scheme by completing a Memorandum by each of the LPA and the Owner signing the same (acting by authorised signatories).

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

"The Parties have agreed the details of the Additional Affordable Student Accommodation Scheme by way of a signed Memorandum between the LPA and the Owner dated 20 ".

7.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Student Accommodation Units being provided:-

7.3.1 the number of Additional Affordable Student Accommodation Units shall be included within the definition of Affordable Student Accommodation Units;

7.3.2 the number of Private Student Accommodation Units shall be reduced by the corresponding number of Additional Affordable Student Accommodation Units; and

7.3.3 the obligations in Schedule 1 shall apply to the Additional Affordable Student Accommodation to be provided within the Development and shall be construed such that any reference to "Affordable Student Accommodation Units" shall include the corresponding number of "Additional Affordable Student Accommodation Units" to be provided within the Development.

SCHEDULE 3 - STUDENT ACCOMMODATION

1. DEFINITIONS

"Academic Year"	means the academic year of 38 weeks of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution
"Affordable Nominations Agreement"	means a Nominations Agreement in respect all of the Baseline Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units
"Cascade Mechanism"	means the cascade mechanism to be submitted to and approved by the LPA pursuant to paragraph 3.2 of this Schedule
"End User"	means any educational establishments or institutions to be attended by Students
"Growth Boroughs"	means the London Boroughs Newham, Waltham Forest, Tower Hamlets or Hackney
"Higher Education Institution"	means an education institution recognised by The Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education or such other education institution as shall be agreed between the LPA and the Owner from time to time
"Interested Higher Education Institution"	means the Higher Education Institution with whom the Owner has entered into a Nominations Agreement from time to time (and which is anticipated by the Parties at the date of this Agreement to be Queen Mary University London)
"London Student Accommodation Affordable Rent"	shall have the meaning given to it in Schedule 1
"Nominations Agreement"	<p>means a completed and binding agreement or agreements with a Higher Education Institution (in the form of a contract or a lease or a freehold transfer of the relevant parts of the Student Accommodation) that either:</p> <ul style="list-style-type: none">(a) secures the operation and management of Nominations Units by the Higher Education Institution directly; or(b) grants rights to the Higher Education Institution to nominate any of its Students to become occupants of Nominations Units <p>and in either case in a form that incorporates the cascade provisions in paragraph 3 of this Schedule and in a form that is to the LPA's reasonable satisfaction</p>

"Nominations Units"	means the Student Accommodation Units which are subject to a Nominations Agreement which subject to the provisions of paragraph 2 of this Schedule shall be a minimum of 51% of the Student Accommodation Units comprising: <ul style="list-style-type: none"> (a) all of the Baseline Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units; and (b) not less than 75 Private Student Accommodation Units (being 16% of the Student Accommodation Units)
"Private Nominations Agreement"	means a Nominations Agreement in respect of not less than 75 Private Student Accommodation Units (being 16% of the Student Accommodation Units)
"Students"	means students enrolled in a full-time higher education course at a Higher Education Institution and "Student" shall be construed accordingly

2. NOMINATIONS AGREEMENT

2.1 The Owner covenants with the LPA to:

- 2.1.1 enter into an Affordable Nominations Agreement prior to First Occupation of the Student Accommodation; and
- 2.1.2 enter into a Private Nominations Agreement prior to First Occupation of the Student Accommodation; and
- 2.1.3 use Reasonable Endeavours to maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies beyond the minimum 75 Private Student Accommodation Units (being 16% of the Student Accommodation Units) **PROVIDED THAT** for the avoidance of doubt this paragraph 2.1.3 shall not be construed to mean that the Owner must apply the Private Nominations Agreement to a greater number of Private Student Accommodation Units beyond the minimum 75 than it would be reasonable to expect a competent commercial developer to do so in the context of the Development;

and for the avoidance of doubt there may be one or more Nominations Agreements comprising the Affordable Nominations Agreement and the Private Nominations Agreement.

2.2 The Owner covenants not to First Occupy the Student Accommodation unless and until:

- 2.2.1 the Owner has entered into an Affordable Nominations Agreement and provided evidence of the same to the LPA's satisfaction; and
- 2.2.2 the Owner has entered into a Private Nominations Agreement and provided evidence of the same to the LPA's satisfaction (such evidence to include details how the Owner has Complied with its obligation pursuant to paragraph 2.1.3 to maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies).

2.3 Where the LPA has confirmed in writing that it is satisfied the Owner has used Reasonable Endeavours to maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies, it is hereby agreed that the Owner may Occupy any Private Student Accommodation Units to which a Private Nominations Agreement does not apply subject to Compliance with Schedule 3 and Compliance with the following obligations:

- 2.3.1 the Owner shall continue to use its Reasonable Endeavours maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies

beyond the minimum 75 Private Student Accommodation Units (being 16% of the Student Accommodation Units);

2.3.2 the Owner shall report to the LPA in writing every 3 (three) months with such information as the LPA reasonably requests to enable the LPA to determine whether the Owner's obligation in paragraphs 2.3.1 above is being Complied with;

2.4 The Owner covenants with the LPA to maintain an Affordable Nominations Agreement and a Private Nominations Agreement for the lifetime of the Development and not to permit Occupation of the Student Accommodation without a binding Affordable Nominations Agreement and Private Nominations Agreement in place.

2.5 The Owner covenants with the LPA to notify the LPA in writing upon:

2.5.1 the expiry or termination of a Nominations Agreement; and

2.5.2 the completion of any new Nominations Agreement, such notice to include a copy of the completed Nominations Agreement.

3. OCCUPATION OF STUDENT ACCOMMODATION DURING ACADEMIC YEAR

3.1 The Owner covenants that during the Academic Year the Student Accommodation shall:

3.1.1 only be offered for Occupation to the following Students and in the following order of priority (from highest to lowest):

(a) to Students enrolled at the Interested Higher Education Institution;

(b) to Students enrolled at Higher Education Institutions based in LLDC's administrative area;

(c) to Students enrolled at Higher Education Institutions based in the Growth Boroughs;

(d) any other Students enrolled at Higher Education Institutions; and

3.1.2 be offered in accordance the approved Cascade Mechanism.

3.2 No works comprised in the Development beyond the Superstructure Works shall be carried out until the Owner has submitted and obtained the LPA's approval to a cascade mechanism which shall set out the following details:

3.2.1 the Reasonable Endeavours that must be used to secure Occupation of the Student Accommodation by Students enrolled at the Interested Higher Education Institution, including the duration of the offer period (the "**First Offer Period**"), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students;

3.2.2 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in LLDC's administrative area, including the duration of the offer period (the "**Second Offer Period**") (which must be sequential to the First Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students;

3.2.3 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in the Growth Boroughs, including the duration of the offer period (the "**Third Offer Period**")

(which must be sequential to the Second Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students.

3.3 The Owner shall implement the approved Cascade Mechanism during the lifetime of the Development.

4. **OCCUPATION OF STUDENT ACCOMMODATION OUTSIDE ACADEMIC YEAR**

4.1 Subject to paragraph 5 of this Schedule 3 the Owner shall actively market the Student Accommodation (and use Reasonable Endeavours to secure its Occupation) outside the Academic Year:

4.1.1 to any Student enrolled on a recognised educational course or placement;

4.1.2 as temporary accommodation for uses related to End User educational and conference operations including the housing of temporary 'summer school' students;

4.1.3 as temporary accommodation for users related to a Higher Education Institution including academics, postgraduates or lecturers;

4.1.4 to any delegates of an End User;

4.1.5 for temporary uses expressly identified in paragraph 4.15.13 of the supporting text to policy H15 of the London Plan 2021 (or any replacement text in a replacement London Plan)

or such other class of user as agreed with the LPA in writing at an equivalent daily rate to that charged to Students of Private Student Accommodation Units and Affordable Student Accommodation Units (as appropriate).

5. **STUDENT ACCOMMODATION (GENERAL PROVISIONS)**

5.1 The Owner covenants with the LPA as follows:

5.1.1 to ensure that the temporary Occupation of Student Accommodation outside the Academic Year pursuant to paragraph 4.1 of this Schedule 3 shall not:

(a) result in a material change of use of the Student Accommodation for the purposes of section 55 of the 1990 Act; or

(b) disrupt the Occupation of the Student Accommodation during the Academic Year pursuant to paragraph 3 of this Schedule 3;

5.1.2 to ensure that each Student Accommodation Unit is used at all times as a single planning unit;

5.1.3 to ensure that the Student Accommodation is used and Occupied for no purpose other than its authorised purpose as student accommodation;

5.1.4 that no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling unit not forming part of the single planning unit; and

5.1.5 that no part of the Student Accommodation shall be sold, leased, licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions in this Schedule 3.

SCHEDULE 4 - WHEELCHAIR STUDENT ACCOMMODATION

1. DEFINITIONS

- "Additional Wheelchair Accessible Units"** means Initial Wheelchair Adaptable Units which are adapted to Wheelchair Accessible Units
- "Wheelchair Unit Monitoring"** means the monitoring of demand for and Occupation of the Wheelchair Accessible Units (including but not limited to the Initial Wheelchair Accessible Units) by Students with accessibility needs which shall as a minimum include the following:
- (a) including questions about accessibility needs on enquiry and booking forms for Student Accommodation Units;
 - (b) recording enquiries from Students with accessibility needs made for Student Accommodation Units and logging the outcome of each inquiry including whether a Wheelchair Accessible Unit was available and/or offered;
 - (c) recording the Occupation of Wheelchair Accessible Units;
 - (d) keeping a waiting list of Students with accessibility needs who have expressed an interest in Wheelchair Accessible Units
- "Wheelchair Unit Monitoring Period"** means the date commencing 6 months prior to First Occupation and ending on the date on which 10% of the Student Accommodation is provided as Wheelchair Accessible Units
- "Wheelchair Unit Monitoring Report"** means a report submitted at the end of a Wheelchair Unit Report Period setting out the data and information gathered as part of the Wheelchair Unit Monitoring during that period and such report shall be in a form previously agreed in writing with the LPA and shall include the following:
- (a) the quantum of Wheelchair Accessible Units at the start of the Wheelchair Unit Report Period;
 - (b) the quantum of Additional Wheelchair Accessible Units converted during the Wheelchair Unit Report Period (if any);
 - (c) the number of Wheelchair Accessible Units Occupied by Students with accessibility needs during the Wheelchair Unit Report Period;
 - (d) a register of enquiries for Student Accommodation by Students with accessibility needs and whether a Wheelchair Accessible Unit was available and/or offered;
 - (e) the details of any waiting list of Students with accessibility needs for Wheelchair Accessible Units;
 - (f) a conclusion on whether there is unmet demand for Wheelchair Accessible Units and, if so, the quantum of

Initial Wheelchair Adaptable Units that will be converted to Additional Wheelchair Accessible Units to meet that demand

"Wheelchair Unit Report Period" means:

- (a) initially the period of 6 months commencing on the date which is 6 months prior to First Occupation and ending on the date of First Occupation; and thereafter
- (b) each period of 12 months on a rolling basis until the end of the Wheelchair Unit Monitoring Period

2. LOCATION OF WHEELCHAIR ACCESSIBLE UNITS AND WHEELCHAIR ADAPTABLE UNITS

2.1 The Owner shall not carry out any Fit Out Works until details of the locations of the Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units (including 1:50 floor plans of the proposed units and plans identifying the locations of those Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units to be provided as Affordable Student Accommodation Units) have been submitted to and approved in writing by the LPA.

2.2 The Owner shall provide the Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units in the locations approved by the LPA pursuant to paragraph 2.1.

3. MARKETING OF WHEELCHAIR ACCESSIBLE UNITS

3.1 For each and every letting of a Wheelchair Accessible Unit, the Owner shall:

3.1.1 actively market the Wheelchair Accessible Unit to Students with accessibility needs for a period of not less than 9 months prior to commencement of the first Academic Year during which the Development will be Completed and ready for Occupation, and thereafter on a rolling basis as the Wheelchair Accessible Units become vacant;

3.1.2 use Reasonable Endeavours for a period of not less than 3 months to grant a tenancy for the Wheelchair Accessible Unit to a Student with accessibility needs

PROVIDED THAT in the event that despite active marketing and using Reasonable Endeavours a tenancy has not been granted to a Student with accessibility needs by the end of such 3 month period the Owner shall be entitled to market and let that unit to any Student (subject always to Compliance with Schedule 3).

3.2 In the event that, following active marketing, a tenancy of a Wheelchair Accessible Unit is not granted to a Student with accessibility needs, the Owner shall:

3.2.1 report this to the LPA (such report to contain details and evidence of the steps the Owner has taken in satisfaction of its obligations in paragraph 3.1.1 and 3.1.2); and

3.2.2 if the LPA requests, meet with the LPA to discuss a strategy for the future marketing of the Wheelchair Accessible Units and thereafter the Owner's obligation to use of Reasonable Endeavours pursuant to paragraph 3.1.2 shall be construed to include implementing any additional measures agreed between the Owner and the LPA at meetings held pursuant to this paragraph.

4. MONITORING OF DEMAND FOR AND OCCUPATION OF WHEELCHAIR ACCESSIBLE UNITS

4.1 The Owner shall carry out the Wheelchair Unit Monitoring during the Wheelchair Unit Monitoring Period.

4.2 Without prejudice to paragraph 4.4, if during the Wheelchair Unit Monitoring Period there is a waiting list for Wheelchair Accessible Units the Owner shall use Reasonable Endeavours to convert an

appropriate quantum of unlet Initial Wheelchair Adaptable Units to Additional Wheelchair Accessible Units to meet that demand.

- 4.3 During the Wheelchair Unit Monitoring Period the Owner shall prepare and submit to the LPA for approval a Wheelchair Unit Monitoring Report by no later than 5 Working Days after the end of each Wheelchair Unit Report Period.
- 4.4 If any approved Wheelchair Unit Monitoring Report concludes that there is unmet demand for Wheelchair Accessible Units, the Owner shall within two weeks of the LPA's approval of the relevant Wheelchair Unit Monitoring Report:
 - 4.4.1 convert the quantum of Initial Wheelchair Adaptable Units identified in the report to Additional Wheelchair Accessible Units to meet that demand;
 - 4.4.2 provide evidence to the LPA's satisfaction of the provision of Additional Wheelchair Accessible Units.

SCHEDULE 5 - TRANSPORT

1. DEFINITIONS

"Highway Agreement"	means an agreement with the relevant Highway Authority under s.278 and/or s.38 of the Highways Act 1980
"Highway Works Specification"	means a specification for each of the Highway Works which sets out details in respect of the Highway Works sufficient for the purposes of entering into a Highway Agreement(s) for the delivery of such Highway Works
"Highway Works"	means:- <ul style="list-style-type: none">(a) redesign of the vehicular crossover on Stratford High Street, to include details of controlled access and egress from the site;(b) landscaping and planting of trees on Stratford High Street, including planting within the central reservation;(c) provision of extension and improvements to service bay on Lett Road(d) public footway improvements on Stratford High Street and Lett Road; and(e) temporary highway works to ensure level access for all pedestrians during construction
"Legacy Communities Scheme Permission"	means planning permission reference 11/90621/OUTODA as subsequently varied
"LLDC Construction 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 and other developments
"On Site Blue Badge Car Parking Spaces"	means the three blue badge car parking spaces within the Development in the locations shown shaded brown on Plan 2 to each be provided with an active rapid charge electric vehicle charging point and made available by the Owner for use by occupants of and visitors to the Development who are blue badge holders pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970

2. HIGHWAY WORKS

2.1 Prior to Substantial Implementation of the Development the Owner shall:

- 2.1.1 submit the Highway Works Specification and a programme for the delivery of the Highway Works to the LPA for approval and shall at the same time submit a copy of such documents to the Highway Authority; and
- 2.1.2 enter into a Highway Agreement with the Highway Authority for the provision of the Highway Works and provide a copy of the completed Highway Agreement to the LPA

and no works comprised in the Development beyond Substantial Implementation shall be carried out unless and until the Highway Works Specification and programme have been approved in writing by

the LPA in consultation with the Highway Authority and the Highways Agreement has been completed.

2.2 The Highway Works shall be delivered prior to First Occupation and there shall be no Occupation of the Development unless and until the Highway Works have been delivered in accordance with the Highway Agreement.

3. **BLUE BADGE CAR PARKING**

3.1 The Owner shall:

3.1.1 prior to First Occupation provide the On Site Blue Badge Car Parking Spaces; and

3.1.2 not permit First Occupation unless and until the On Site Blue Badge Car Parking Spaces have been provided

and the On Site Blue Badge Car Parking Spaces shall thereafter be maintained for the lifetime of the Development.

4. **RESTRICTION ON ON-STREET PARKING PERMITS**

4.1 The Owner shall procure that:-

4.1.1 no occupier of any Student Accommodation Unit shall apply for or obtain an onstreet parking permit to park a vehicle on the public highway at any time during the lifetime of the Development unless:

(a) such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970; and/or

(b) otherwise agreed with the Council; and

4.1.2 no Student Accommodation Unit shall be Occupied by any person unless a notice has been served on such person that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place on the public highway.

4.2 The Owner covenants with the LPA that:-

4.2.1 it shall include in each tenancy of a Student Accommodation Unit and in any lease of the Workspace a covenant on the tenant or lessee (as relevant) that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways in the vicinity of the Development at any time during the lifetime 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 Disabled Persons' Act 1970;

4.2.2 no Student Accommodation Unit or Workspace shall be Occupied unless the covenant set out in paragraph 4.2.1 above is contained in the tenancy or lease (as relevant) for that unit;

4.2.3 it shall not dispose of to any person or Occupy or allow any person and/or company to Occupy any of the Workspace unless a notice has been served on such person and/or company that the covenant set out in paragraph 4.2.1 is contained in the lease and therefore such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place on the public highway; and

4.2.4 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 thereafter notify the LPA in writing that such notification has been made.

5. LLDC CONSTRUCTION MANAGEMENT GROUP

5.1 With effect from the date of this Agreement the Owner shall:-

5.1.1 notify the LLDC Construction Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

5.1.2 if invited to attend meetings of the LLDC Construction Management Group, send one or more representatives to such meetings; and

5.1.3 provide such information to the LLDC Construction Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.

5.2 The obligation in paragraph 5.1 shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

SCHEDULE 6 - TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"		means the modal split targets identified in the approved Travel Plan
"Monitoring Period"		means six months after First Occupation until 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) PROVIDED THAT 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"		<p>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: -</p> <ul style="list-style-type: none"> (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 residents of, visitors to, and employees of, the Development
"Travel Plan Contribution"	Monitoring	means the sum of £10,000 (Indexed) to be applied towards the monitoring of the Travel Plan
"Travel Plan Officer"	Monitoring	means a person appointed by the Owner to monitor and promote the success in meeting the targets set out in the Travel Plan
"Travel Plan Report"	Monitoring	<p>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:-</p> <ul style="list-style-type: none"> (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 (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 or are unlikely to be

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 initially the period of 6 months commencing on First Occupation of a Student Accommodation Unit and annually thereafter on a rolling basis

2. TRAVEL PLAN

2.1 No later than one year prior to First Occupation the Owner shall:-

2.1.1 submit and obtain the LPA's approval to a Travel Plan;

2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

2.2 No part of the Development shall be Occupied until the Owner has:

2.2.1 submitted and obtained the LPA's approval to a Travel Plan; and

2.2.2 appointed a Travel Plan Monitoring Officer and notified the LPA of the name and contact details of such officer.

2.3 The Travel Plan shall contain measures, commitments, targets and plans.

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

2.4.1 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;

2.4.2 contain clear commitments to measures, including investigation of potential additional measures;

2.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;

2.4.4 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.

2.5 The Owner shall implement the approved Travel Plan during the lifetime of the Development and any amendments thereto.

2.6 No Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.

3. **TRAVEL PLAN MONITORING**

3.1 Prior to the Occupation of the Development to pay to the LPA the Travel Plan Monitoring Contribution.

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

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

3.4 Prior to the submission of a report referred to in paragraph 3.3 the Owner shall agree the structure of that report with the LPA.

3.5 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Owner 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 Owner 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 Owner shall implement the Sustainable Transport Measures that are set out in any First 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 Owner 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.

SCHEDULE 7 - EMPLOYMENT AND TRAINING

1. DEFINITIONS

"Affordable Workspace"	means not less than 393 (three hundred and ninety three) sqm (GIA) of Workspace (which equates to 50% (fifty percent) of the Workspace) to be made available at Affordable Workspace Rent
"Affordable Workspace Plan"	means a plan showing the location of the Affordable Workspace within the Development
"Affordable Workspace Rent"	means: <ul style="list-style-type: none">(a) for a period of 5 (five) years from First Occupation of the Affordable Workspace, rent equivalent to not more than 50% (fifty per cent) of market rent (exclusive of rates, service charge and utilities); and(b) thereafter for a period of 30 (thirty) years rent equivalent to not more than 75% (seventy five per cent) of market rent (exclusive of rates, service charge and utilities)
"Base Specification"	means fitted out beyond Shell and Core to a specification standard that will allow for immediate Occupation including the following: <ul style="list-style-type: none">(a) secure entrance(s), heating, lighting, kitchenette(s) and WC facilities;(b) a fully enclosed space or spaces with perimeter walls and consented windows, doors and shop fronts installed;(c) floors power floated with minimum of 5kN/m² loading capacity;(d) floor areas finished to appropriate standard;(e) all exposed soffits and structural columns to be fair-faced concrete or plastered;(f) all internal walls finished in an appropriate state for occupation;(g) exposed concrete walls, columns and soffits to have snots removed;(h) all statutory services supplied to the accommodation, capped, tested and separately metered;(i) all drainage installed and connected;(j) conduits installed for suitable incoming data cabling and required wayleaves completed;(k) compliant with all relevant accessibility regulations

"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London
"Local Labour and Business Schemes"	means the following schemes:- <ul style="list-style-type: none"> (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and (b) in the Council's Area – the scheme known as Skillsmatch
"London Living Wage"	means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA
"Workspace"	means the 786 (seven hundred and eighty six) sqm (GIA) of floorspace within the Development to be used as commercial floorspace (Use Class E) as authorised by the Planning Permission
"Workspace Strategy"	means a written strategy identifying:- <ul style="list-style-type: none"> (a) how the Workspace has been and will be designed, fitted out and marketed to meet the needs of small local companies and businesses (b) how the Workspace will be managed and maintained and how service charges will be calculated and applied to Workspace (c) how the inter-relationship between the Workspace and the Student Accommodation Units will be managed including the appointment of an estate manager for both commercial and student accommodation occupiers (d) how access for servicing is provided to the Workspace (e) a relocation strategy for West Ham Labour office

2. LOCAL LABOUR AND LOCAL BUSINESS

2.1 The Owner shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to ensure that:-

- 2.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
- 2.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the Development;

- 2.1.4 the recruitment of persons living in the Council's Area accounts for a total of between 25% and 85% of the end-use jobs at the Development;
- 2.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
- 2.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
- 2.1.7 work-based learning opportunities are provided at the Development, including not less than 10 apprenticeships for end-use jobs.

3. **DELIVERY OF WORKSPACE**

- 3.1 Prior to Substantial Implementation the Owner shall submit the Affordable Workspace Plan to the LPA for approval and no works comprised in the Development beyond the Superstructure Works shall be carried out until the Affordable Workspace Plan has been approved in writing by the LPA.
- 3.2 The Owner shall construct and fit out the Affordable Workspace in accordance with the approved Affordable Workspace Plan and the Base Specification (save where it is evidenced to the LPA's reasonable satisfaction that an occupier of Affordable Workspace has requested a different specification in which case the Affordable Workspace shall be fitted out in accordance with such alternative specification).
- 3.3 No Student Accommodation Units shall be Occupied until all of the Workspace has been completed to Shell and Core.
- 3.4 Not more than 50% (fifty per cent) of the Private Student Accommodation Units shall be Occupied until the Affordable Workspace has been Completed and fitted out pursuant to paragraph 3.2.

4. **WORKSPACE STRATEGY AND AFFORDABLE WORKSPACE RENT**

- 4.1 Prior to Substantial Implementation, the Owner shall submit the Workspace Strategy to the LPA for approval and no works comprised in the Development beyond the Superstructure Works shall be carried until the Workspace Strategy has been approved in writing by the LPA.
- 4.2 The Owner shall not less than once a year from the date of the First Occupation of the first part of the Workspace until the date on which all Workspace is Occupied:-
 - 4.2.1 review the effectiveness of the Workspace Strategy; and
 - 4.2.2 submit to the LPA for approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.
- 4.3 The Owner shall implement the approved Workspace Strategy (as may be amended in accordance with paragraph 4.2 above) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.
- 4.4 The rent charged for the letting of Affordable Workspace shall not exceed the Affordable Workspace Rent.

SCHEDULE 8 - SUSTAINABILITY

1. DEFINITIONS

"Carbon Offset Payment"	means the sum of £474,105 (Indexed) to be applied by the LPA in accordance with Part 5 of the LPA's adopted Carbon Offset SPD (August 2016)
"Decarbonisation Measures"	means On Site measures to achieve carbon reductions (beyond those already secured as part of the Planning Permission) equivalent to the carbon savings that would have been achieved if the Development was connected to the District Energy Network
"District Energy Network"	means the Queen Elizabeth Olympic Park district energy network
"Energy Performance Monitoring"	means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators: (a) contextual data relating to the Development's reportable units; (b) the energy and fuel imports into each reportable unit including data from national energy grids and (if applicable) district heating connections; (c) the renewable energy generation within the Development to identify how much energy is being generated On Site and where this is used; (d) building energy storage equipment data
"Energy Performance Monitoring Period"	means a period of not less than 5 years commencing on the date of First Occupation
"Energy Performance Monitoring Report"	means a report to be submitted on each anniversary of the date of First Occupation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring
"Future Proofing Measures"	means future proofing measures within the Development including but not limited to basement plant space provision for a future plate heat exchanger, heating system tap-offs and identified distribution routes to enable future connection of the Development to the District Energy Network or any alternative Off Site district energy network
"Viable"	means that connection to the District Energy Network or Off Site district energy network will not result in occupiers of the Development paying higher heating costs or accepting lower service rents or poorer reliability of service or that connection to the District Energy Network will result in greater CO2 emissions than an alternative system

2. CONNECTION TO ENERGY NETWORK

- 2.1 The Owner covenants to use Reasonable Endeavours from the Commencement Date until the date of Substantial Implementation to secure:

- 2.1.1 the extension of the District Energy Network to the Site; and
 - 2.1.2 (as an alternative in the event that the extension of the District Energy Network to the Site is not secured) the extension of an Off Site district energy network including but not limited to negotiations with the other landowners where any Off Site district energy network is located.
- 2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Owner has submitted and obtained the LPA's approval to:
- 2.2.1 a written report outlining the steps the Owner has taken to satisfy the obligation in paragraph 2.1.1 above; and
 - 2.2.2 a written report outlining the steps the Owner has taken to satisfy the obligation in paragraph 2.1.2 above.
- 2.3 If the report approved by the LPA pursuant to paragraph 2.2.1 demonstrates that it will be possible and Viable to extend or procure the extension of the District Energy Network to the Site, the Development shall not be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a connection to an Off Site district energy network shall have no further effect.
- 2.4 If the report approved pursuant to paragraph 2.2.1 concludes that it will not be possible or Viable to connect the Development to the District Energy Network but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible and Viable to connect the Development to an Off Site district energy network, the Development shall not be Occupied unless and until it has been connected to the Off Site district energy network.
- 2.5 Save where the District Energy Network or an Off Site district energy network is extended to the Site:
- 2.5.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Owner has submitted and obtained the LPA's written approval to the Future Proofing Measures and the Decarbonisation Measures;
 - 2.5.2 the Owner shall incorporate the approved Future Proofing Measures and the approved Decarbonisation Measures within the Development; and
 - 2.5.3 no part of the Development shall be Occupied unless and until the Owner has submitted and obtained the LPA's approval to a report demonstrating that the approved Future Proofing Measures and the approved Decarbonisation Measures have been incorporated within the relevant part(s) of the Development.
3. **CARBON OFFSET PAYMENT**
- 3.1 The Owner covenants:
- 3.1.1 to pay the Carbon Offset Payment to the LPA prior to Commencement of Development; and
 - 3.1.2 not to Commence Development unless and until the Carbon Offset Payment has been paid to the LPA.
4. **ENERGY PERFORMANCE MONITORING**
- 4.1 In order to monitor the Development's energy performance, the Owner shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.
- 4.2 The Owner shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than 2 weeks after each anniversary of First Occupation during the Energy Performance Monitoring Period.

5. **REDUCTION OF ENERGY DEMAND**

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

- 5.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
- 5.1.2 the promotion of the use of energy efficient appliances; and
- 5.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

SCHEDULE 9 - ESTATE MANAGEMENT

1. DEFINITIONS

- "Common Areas"** means:-
- (a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the local highways authority pursuant to its powers under the Highways Act 1980; and
 - (b) all areas within the Development which are used in common by occupiers and users of the Development
- "Estate Management Strategy"** means the site wide estate management strategy submitted and approved pursuant to paragraphs 2.1 and 2.2 of this Schedule as may be amended from time to time with the prior written approval of the LPA
- "Publicly Accessible Open Space" or "PAOS"** has the meaning ascribed to it in Schedule 10
- "SUDS Infrastructure"** means any sustainable urban drainage system comprised within the Development

2. ESTATE MANAGEMENT STRATEGY

- 2.1 The Development shall not be Occupied until an Estate Management Strategy has been submitted to the LPA for approval. The Estate Management Strategy shall set out detailed proposals for the following:-
- 2.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:-
- (a) the Common Areas;
 - (b) the PAOS; and
 - (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority)
- including in respect of (a) and (b) above all associated street furniture, lighting, security equipment and drainage; and
- 2.1.2 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.
- 2.2 No part of the Development shall be Occupied before the Estate Management Strategy has been approved by the LPA.
- 2.3 The approved Estate Management Strategy shall be implemented from First Occupation and thereafter for the lifetime of the Development

SCHEDULE 10 - PUBLIC OPEN SPACE

1. DEFINITIONS

"Delivery Plan"

means a detailed plan for the delivery and layout of the PAOS which shall contain at least the following information:-

- (a) the specification of the PAOS; and
- (b) the timing of the construction of the Student Accommodation Units and the delivery of the PAOS

as may be amended from time to time with the prior written approval of the LPA

"Permitted Closures"

means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over, along or beneath them or any other area or services in the vicinity of the PAOS
- (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 and the Owner 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

"Publicly Accessible Open Space" or "PAOS"

means areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission as shown shaded green on Plan 3 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

- 2.1 Prior to Substantial Implementation the Owner shall submit and obtain the LPA's approval to the Delivery Plan and no works comprised in the Development beyond Substantial Implementation shall be carried out until the Delivery Plan has been approved in writing by the LPA.
- 2.2 The Owner agrees that the Development shall be carried out and Occupied in accordance with the approved Delivery Plan.

3. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE

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

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 Owner shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space except in accordance with the Planning Permission and the Delivery Plan.

4. MANAGEMENT AND MAINTENANCE OF THE PAOS

- 4.1 The Owner shall manage and maintain the Publicly Accessible Open Space for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 9.

SCHEDULE 11 - COMMUNITY INVESTMENT PROGRAMME

1. DEFINITIONS

"Community Programme"	Investment	<p>means a community investment programme that sets out how the local community will benefit from the Development and how the Development will provide opportunities for charities, community groups and social enterprise groups that aim to improve people's quality of life which shall as a minimum include:</p> <ul style="list-style-type: none"> (a) details of the location, indicative timetables and duration of events and opportunities; (b) setting up a steering group or joining an existing steering group, which includes key stakeholders and members of the community to input into events and opportunities; (c) commitment to engage with local charities/school/colleges etc. to present opportunities/career paths in real estate and related subjects (i.e. sustainability); (d) commitment to engage with local charities/school/colleges to invite to site during construction to explain/demonstrate the process with links back to the curriculum i.e. real-life application of skills/understanding in science; (e) collaboration between registered traineeships and apprenticeships programme providers and the Owner on recruitment opportunities; (f) creation of apprenticeship and training pathway within the facilities management aspect of the Development when Occupied; and (g) opportunities for work experience at the Development
"Community Pub"		<p>means a public house which is provided and operated in accordance with the Community Pub Objectives and the Community Pub Strategy</p>
"Community Objectives"	Pub	<p>means:-</p> <ul style="list-style-type: none"> (a) not-for-profit (and generated profits are redirected to programmes for local benefit including the Community Uses); (b) operated with members of the local community; (c) used for the Community Uses; and (d) operates at the highest standards of sustainability
"Community Pub Operator"		<p>means an operator with prior experience in supporting communities to establish and operate community businesses</p>
"Community Pub Strategy"		<p>means a strategy for the implementation of the Community Pub Objectives</p>

- “Community Uses”** means social initiatives for the benefit of the local community including (but not limited to):-
- (a) training people in a working environment;
 - (b) community kitchen sessions;
 - (c) a community food response programme to provide meals for those in need; and
 - (d) creative workshops and community sessions
- “Public House”** means the public house forming part of the Development as shown shaded blue on Plan 4 and Plan 5

2. **COMMUNITY INVESTMENT PROGRAMME**

- 2.1 Prior to commencement of the Superstructure Works, the Owner shall submit and obtain the LPA's approval to the Community Investment Programme.
- 2.2 No works comprised in the Development beyond the Superstructure Works shall be carried out until the Community Investment Programme has been submitted to and approved by the LPA.
- 2.3 The Owner shall on an annual basis until the date which is 5 years following First Occupation:-
- 2.3.1 review the effectiveness of the Community Investment Programme; and
 - 2.3.2 submit to the LPA for approval a report detailing the effectiveness and outputs of the Community Investment Programme and any proposed amendments thereto.
- 2.4 The Owner shall implement the approved Community Investment Programme (as may be amended in accordance with paragraph 2.3 of this Schedule) for the lifetime of the Development.

3. **COMMUNITY PUB**

- 3.1 Prior to Substantial Implementation the Owner shall submit to and obtain the LPA's approval of the Community Pub Strategy;
- 3.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Community Pub Strategy has been approved in writing by the LPA;
- 3.3 The Public House shall be provided and operated as a Community Pub by a Community Pub Operator for no less than 3 (three) years following whichever is the later of:
- 3.3.1 First Occupation of the Development; or
 - 3.3.2 first Occupation of the Public House as a Community Pub by a Community Pub Operator.
- 3.4 The Public House shall not be used or Occupied other than as a Community Pub by a Community Pub Operator for less than 3 (three) years following whichever is the later of:
- 3.4.1 First Occupation of the Development; or
 - 3.4.2 first Occupation of the Public House as a Community Pub by a Community Pub Operator
- 3.5 The Owner shall use Reasonable Endeavours from the Commencement Date to enter into an agreement with a Community Pub Operator for the operation of the Community Pub;

3.6 The Owner shall provide the LPA with details of the Community Pub Operator with which an agreement pursuant to paragraph 3.5 has been entered into.

SCHEDULE 12 - DESIGN MONITORING

PART 1

OPERATIVE PROVISIONS

1. DEFINITIONS

"Approved Drawings"	means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions
"Architect"	means Henley Halebrown
"Design Application"	means one of the following: <ul style="list-style-type: none">(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 or the Principal Monitoring Architect (as applicable) in relation to a Design Application to include the following: <ul style="list-style-type: none">(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 or the Principal Monitoring Architect (as applicable) supports the approval of the Design Application, giving reasons
"Design Conditions"	means Conditions 19, 20, 21, 26 and 28 and "Design Condition" means any one of them
"Design Monitoring Letter"	Completion means a letter (incorporating an executive summary) from the Monitoring Team or the Principal Monitoring Architect 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 or the Principal Monitoring Architect consider that the Development has been constructed in accordance with the Approved Drawings, giving reasons

"Design Monitoring Contribution" means the sum of:

- (a) £100,000 (Indexed) where the Trigger Event falls within parts (a), (b), (c) or (d) of the definition of Trigger Event
- (b) £25,000 (Indexed) in the event of a Trigger Event falling within part (e) of the definition of Trigger Event

to be paid in accordance with paragraph 4.1 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

"Design Monitoring Plan" means a written document identifying the following:

- (a) the Original Design Principles;
- (b) the Design Conditions (including target dates for submission and discharge);
- (c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team;
- (d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages);
- (e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA;

- (f) key dates and milestones for information release and package reviews;
- (g) technical requirements in respect of the information to be submitted to the Monitoring Team for review;
- (h) the construction phasing plan;
- (i) elements requiring development and resolution;
- (j) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors); and
- (k) a summary of the actions required of the Owner 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 instructed by the Owner as set out in the relevant Design Team Statement

"Design Team Statement"	means a written statement by the Owner setting out the following information which shall be factually correct at the date the statement is given:
	<ul style="list-style-type: none"> (a) the members of the design team retained by the Owner 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 who are No Longer Retained and the design team member(s) taking over their role;
"Development"	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
"Initial Design Workshop"	Monitoring means the workshop to be held pursuant to paragraph 6.2
"Landscape Architect"	means Jonathan Cook Landscape Architects Ltd
"Monitoring Team"	means a team to be appointed pursuant to paragraph 6.5 comprising: <ul style="list-style-type: none"> (a) the Architect, Landscape Architect and any other consultant(s) from the Planning Team that the LPA considers is integral to monitoring the design quality of the Development and overseeing adherence to the Original Design Principles; or (b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles
"No Longer Retained"	means no longer retained in their current role
"Original Design Principles"	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule
"Planning Team"	means either: <ul style="list-style-type: none"> (a) the Architect and the Landscape Architect; or (b) the Principal Monitoring Architect and the Landscape Architect as applicable

"Principal Monitoring Architect"	means Henley Halebrown carrying out the functions as set out in paragraph 2.1 of this Schedule
"RIBA Stage 3"	means RIBA Stage 3 Spatial Coordination as defined by the RIBA Plan of Work
"RIBA Stage 4"	means RIBA Stage 4 Technical Design as defined by the RIBA Plan of Work
"RIBA Stage 5"	means RIBA Stage 5 Manufacturing and Construction as defined by the RIBA Plan of Work
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
"Terminated"	means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and "Termination" shall be construed accordingly
"Trigger Event"	means the occurrence of one of the following events: <ul style="list-style-type: none"> (a) a Design Team Statement submitted pursuant to paragraph 3.1 confirms that: <ul style="list-style-type: none"> (i) the Landscape Architect is No Longer Retained; and/or (ii) the Architect is No Longer Retained and the Principal Monitoring Architect is No Longer Retained (b) a Design Team Statement submitted pursuant to paragraph 3.2.1 confirms RIBA Stage 3 is being commenced at a time when: <ul style="list-style-type: none"> (i) the Landscape Architect is No Longer Retained; and/or (ii) the Architect is No Longer Retained and the Principal Monitoring Architect is No Longer Retained (c) a Design Team Statement submitted pursuant to paragraph 3.2.2 confirms RIBA Stage 4 is being commenced at a time when: <ul style="list-style-type: none"> (i) the Landscape Architect is No Longer Retained; and/or

- (ii) the Architect is No Longer Retained and the Principal Monitoring Architect is No Longer Retained
- (d) a Design Team Statement submitted pursuant to paragraph 3.2.3 confirms the appointment of:
 - (i) the Landscape Architect; and/or
 - (ii) the Architect and the Principal Monitoring Architect

is Terminated prior to the completion of RIBA Stage 4 in respect of the entire Development;
- (e) a Design Team Statement submitted pursuant to paragraph 3.2.4 confirms:
 - (i) the Landscape Architect is No Longer Retained; and/or
 - (ii) the Architect is No Longer Retained and the Principal Monitoring Architect is No Longer Retained

2. **PRINCIPAL MONITORING ARCHITECT**

2.1 The Principal Monitoring Architect will be retained by the Owner:

- 2.1.1 to monitor the design of the Development;
- 2.1.2 to oversee compliance with the Original Design Principles;
- 2.1.3 to oversee compliance with the quality of the Approved Drawings;
- 2.1.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;
- 2.1.5 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;
- 2.1.6 to prepare and submit reports to the LPA on the request of the LPA;
- 2.1.7 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
- 2.1.8 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;
- 2.1.9 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified as requiring review by the Principal Monitoring Architect, and to re-inspect the areas as necessary once any 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);
- 2.1.10 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

2.1.11 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions.

3. **DESIGN TEAM STATEMENT**

3.1 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.

3.2 Without prejudice to paragraph 3.1 the Owner shall submit a Design Team Statement to the LPA:

3.2.1 immediately following the commencement of the preparation of the RIBA Stage 3 in connection with any Design Application if one or more members of the Planning Team is No Longer Retained for the RIBA Stage 3;

3.2.2 immediately following the commencement of the preparation of the RIBA Stage 4 in connection with any Design Application if one or more members of the Planning Team is No Longer Retained for the RIBA Stage 4;

3.2.3 save where RIBA Stage 4 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

3.2.4 prior to Commencement of the Development and thereafter every 6 (six) months during the construction of the Development until its Completion.

4. **DESIGN MONITORING CONTRIBUTION**

4.1 The Owner shall pay the relevant Design Monitoring Contribution to the LPA within 10 Working Days of a Trigger Event.

4.2 It is hereby acknowledged and agreed that:

4.2.1 there may be more than one Trigger Event;

4.2.2 the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event; and

4.2.3 notwithstanding paragraph 4.1 in the event that a member of the Planning Team becomes insolvent or is wound up the Owner may appoint an alternative suitably qualified and reputable practice to replace the relevant member of the Planning Team and notify the LPA in writing of such appointment and the LPA shall then acting reasonably confirm in writing whether the Design Monitoring Contribution is payable by reference to the qualifications and reputation of the appointed replacement practice.

5. **RESTRICTION ON DEVELOPMENT**

5.1 No Development shall be Commenced until the Owner has either:-

5.1.1 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

5.1.2 paid the relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 4 above; or

5.1.3 provided evidence to the LPA's reasonable satisfaction that the Principal Monitoring Architect is retained in a monitoring capacity in accordance with paragraph 2 of this Schedule.

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

6. **DESIGN MONITORING PROCESS**

6.1 The Parties hereby agree that:

- 6.1.1 this paragraph 6 shall apply (and shall only apply) following a Trigger Event;
- 6.1.2 the obligations on the LPA in this paragraph 6 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event; and
- 6.1.3 in the event that a member of the Planning Team becomes insolvent or is wound up the Owner may appoint an alternative suitably qualified and reputable practice to replace the relevant member of the Planning Team and notify the LPA in writing of such appointment and the LPA shall then acting reasonably confirm in writing whether the obligations in this paragraph 6 shall apply by reference to the qualifications and reputation of the appointed replacement practice.

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

- 6.2.1 discuss and agree how the Original Design Principles will be safeguarded;
- 6.2.2 discuss the appointment of the Monitoring Team;
- 6.2.3 discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and
- 6.2.4 review the draft Design Monitoring Plan prepared by the Owner pursuant to paragraph 6.4.

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

- 6.3.1 the Design Team;
- 6.3.2 the Planning Team;
- 6.3.3 (if already appointed and different to the Planning Team) the Monitoring Team.

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

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

- 6.5.1 to monitor the design of the Development;
- 6.5.2 to oversee compliance with the Original Design Principles;
- 6.5.3 to oversee compliance with the quality of the Approved Drawings;
- 6.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;
- 6.5.5 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;
- 6.5.6 to review the draft Design Monitoring Plan prepared by the Owner pursuant to paragraph 6.4 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 Working Days following the Initial Design Monitoring Workshop;

- 6.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);
- 6.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
- 6.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon Completion of the Development;
- 6.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
- 6.5.11 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);
- 6.5.12 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
- 6.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions

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

6.6 The Owner shall:

- 6.6.1 Comply with the requirements of the Owner identified in the final Design Monitoring Plan; and
- 6.6.2 procure the Compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan

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

PART 2
ORIGINAL DESIGN PRINCIPLES

Area	Principles, strategies, details & materials to be safeguarded
Building	<p>Detailed drawings including drawings of:</p> <ul style="list-style-type: none"> • Principal features on the facades e.g. bay studies • Details of each typical envelope/roof type • Detailed brick elements including mortar joint profile • Detailed precast elements including joint profile • Details of glazing and/or curtain walling systems including solid/composite panels, entrance doors and any manifestations • Key junctions/bonds between materials/finishes • Ground floor/mezzanine frontages including entrances, glazing and signage zones, non-typical conditions such as the UKPN substation frontage • Parapets, roof edges, rooftop plant screening and lift over runs • Elevational location of all joints eg structural, movement and panels • Elevational location of all openings in envelope eg ventilation grilles, louvres, flues and bird & bat boxes • 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, entry systems and lightning conductors • Head, jamb and sill details, including profiles for typical openings, entrances and other doors to external spaces • Details of key architectural metalwork including balustrades, guarding, screens, gates and gantry • Details of roof terrace including floor finishes • Details of colonnade soffit • Details of external stairs • Junctions with neighbouring buildings/sites • External signage details, if applicable, including elevations and sections <p>Details of materials and products, including finishes, of:</p> <ul style="list-style-type: none"> • Brick and mortar type including mortar joint profile

	<ul style="list-style-type: none"> • Precast elements including joint profile and soffit of colonnade • Window/door types (including finishes, glass types and any manifestation) • Curtain wall (including finishes, glass types and any manifestation) • All other façade and roof cladding materials • Facing metalwork (e.g. balustrades, guarding, screens, gates and gantry) • All items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage and bird/bat boxes) • Roof terrace floor finishes • Samples of the above materials should be provided.
Landscape	<p>Detailed drawings including drawings of:</p> <ul style="list-style-type: none"> • Hard + soft landscaping details • Tree planting • Retaining structures • Fixed furniture and seating • Ecology features including SUDs • Interface with highways and any S278 works • Details of green/brown roof systems <p>Details of materials and products, including finishes, of:</p> <ul style="list-style-type: none"> • Hard + soft landscaping details/paving
Sustainability/ M&E (Building Services Engineer)	<ul style="list-style-type: none"> • Sustainability strategy (thermal performance, airtightness, renewables, zero carbon and material use) • Heated/unheated space & airtightness strategy • Overheating prevention strategy • MEP principles and strategies • RCP plans where these affects external appearance such as the Stratford High Street colonnade • Elements affecting façade such as vents or lighting

PART 3

MONITORING TEAM - ACTIONS AND DELIVERABLES

Workstage	Action	Deliverables	Completion Date
<p>Pre RIBA Stage 3/4 Significantly before any work developing the detail of the design beyond that which is already consented</p>	<p>Initial Design Monitoring Workshop: Following submission of the Design Team Statement, a workshop meeting should take place between the Owner & LPA and should include discussion about:</p> <ul style="list-style-type: none"> • Proposed Design Team members/organisations • Proposed Monitoring Team members/organisations • Proposed ways of working between the Monitoring Team and the Design Team <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 Owner). For discussion with LLDC LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>At RIBA Stage 3/4 Commencement Immediately prior to design commencing the relevant workstage depending on the nature of the application</p>	<p>Design Monitoring Plan: Design Monitoring Plan to be produced by Monitoring Team & submitted to the LPA for sign off, identifying:</p> <ul style="list-style-type: none"> • The Original Design Principles • Physical material samples, mock-ups & benchmarks for review & sign off by Monitoring Team/LPA (including relevant planning conditions) • Elements requiring development and resolution • Risk elements (such as those requiring resolution with suppliers/subcontractors) 	<p>Design Monitoring Plan to be submitted to the LPA prior to start of RIBA Stage 3/4 as applicable</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	<ul style="list-style-type: none"> • Scope of Design Monitoring Reports • Plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates & milestones • Identify relevant planning conditions, and target dates for discharge • Frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages) • Information release schedule and construction phase plan 		
<p>RIBA Stage 3 – 5 During the above RIBA Work Stages</p>	<p>Design Monitoring Reports: Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4/5.</p> <p>Monitoring Team to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows;</p> <ul style="list-style-type: none"> • Executive summary • Report on progress against the Design Monitoring Plan • Report on workshops held, with overview of conclusions • Report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub-contractor/ supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period • Provide commentary and recommendations regarding submission of Design Applications by Design Team • Report on any deviations from the Approved Drawings • Report on progress on site, and conformity with design/approved 	<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"> • Commentary on S73 or 96A applications in the period if applicable • Status of previous comments and recommendations • Actions and decisions required in the next period • Conclusions 		
<p>RIBA Stage 3 – 5 During the above RIBA Work Stages</p>	<p>Design Application Report</p> <p>For each design related condition discharge a supporting report should be provided including:</p> <ul style="list-style-type: none"> • Executive summary • Report on compliance with the Approved Drawings • For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process • Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition 	<p>Submit Design Application Report(s) to the LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>RIBA Stage 5 During the above RIBA Work Stage</p>	<p>Design Monitoring Sample Reviews & Site Visits:</p> <p>Sample reviews: Carry out reviews of samples, mock-ups & benchmarks areas of external envelope and landscaped areas (identified in planning condition & Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the Works. Reviews to be combined with site visits where possible.</p> <p>Site Visits: Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up</p>	<p>Monitoring Team to attend site visits with the LPA as requested</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

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

SCHEDULE 13 - FINANCIAL CONTRIBUTIONS

1. DEFINITIONS

"Construction Contribution"	Mitigation	means the sum of £50,000 (Indexed) to be applied towards measures to mitigate the impacts of construction of the Development including the funding of temporary safety measures and crossing patrol officers
"Healthy Streets Contribution "		means the sum of £20,000 (Indexed) to be applied towards healthy streets proposals and Stratford High Street corridor improvements
"LLDC Construction Management Group Contribution"		means the sum of £20,000 (Indexed) to be applied towards the monitoring of highway safety and construction works and administration of the LLDC Construction Management Group
"Local Connectivity and Wayfinding Contribution"		means the sum of £25,000 (Indexed) to be applied towards the improvement of local connectivity and wayfinding
"Residential Contribution"		means £493,000 (Indexed) to be applied towards affordable housing in the LPA's administrative area
"Stratford Regional Station Contribution"		means the sum of £250,000 (Indexed) to be applied towards mitigating the impact of additional trips at Stratford Station generated by the Development and studies which support the delivery of mitigation options at the station

2. WAYFINDING CONTRIBUTION

- 2.1 The Owner shall pay the Local Connectivity and Wayfinding Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Local Connectivity and Wayfinding Contribution has been paid to the LPA.

3. STRATFORD REGIONAL STATION CONTRIBUTION

- 3.1 The Owner shall pay the Stratford Regional Station Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Stratford Regional Station Contribution has been paid to the LPA.

4. HEALTHY STREETS CONTRIBUTION

- 4.1 The Owner shall pay the Healthy Streets Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Healthy Streets Contribution has been paid to the LPA.

5. LLDC CONSTRUCTION MANAGEMENT GROUP CONTRIBUTION

- 5.1 The Owner shall pay the LLDC Construction Management Group Contribution to the LPA prior to the Commencement of Development, and no Development shall Commence until the LLDC Construction Management Group Contribution has been paid to the LPA.

6. CONSTRUCTION MITIGATION CONTRIBUTION

- 6.1 The Owner shall pay the Construction Mitigation Contribution to the LPA prior to the Commencement of Development, and no Development shall Commence until the Construction Mitigation Contribution has been paid to the LPA.

7. **RESIDENTIAL CONTRIBUTION**

7.1 The Owner shall pay the Residential Contribution to the LPA prior to the Commencement of Development, and no Development shall Commence until the Residential Contribution has been paid to the LPA.

SCHEDULE 14 - CHANNELSEA BASIN MAINTENANCE AND IMPROVEMENTS

1. DEFINITIONS

- “Channelsea Basin”** means the land shown shaded purple on Plan 6
- “Channelsea Basin Community Involvement Strategy”** means a strategy for community involvement in the maintenance and management of the Channelsea Basin which may include: surveys; basin clearance operations; river action days; ecology visits; and a ‘Channelsea watch’ programme for the recording of habitats, particularly bird species, insects and bats
- “Channelsea Basin Enhancement Strategy”** means a strategy for enhancement and improvement works to the Channelsea Basin will shall include (but is not limited to) the following:-
- (a) removal of litter;
 - (b) removal, treatment and/or encapsulation of contaminated material or foreign debris;
 - (c) restoration of the riverbed and thinning of existing canopy and vegetation;
 - (d) the detailed mapping of invasive species and the removal of any existing invasive plant species;
 - (e) weeding including the removal of saplings and invasive weeds;
 - (f) removal and treatment of contaminated materials and foreign debris;
 - (g) clearing and diversification of tree structure and undergrowth;
 - (h) new planting of a diverse range of robust native species suited to seasonally inundated, damp and shaded conditions;
 - (i) provision of new habitat features including permanent water, reed beds, terraces, nesting and roosting boxes and hibernaculas;
 - (j) measures for improving visual amenity such as artworks and curated view points (which for the avoidance of doubt shall not undermine the ecological, hydrological or engineering features of the Channelsea Basin); and
 - (k) any further measures considered necessary by the LPA for the improvement and enhancement of the Channelsea Basin
- “Channelsea Basin Management Strategy”** means a strategy for the ongoing management and maintenance of the Channelsea Basin will shall include (but is not limited to) the following:-

- (a) agreed arrangements for maintenance access;
- (b) provision for River Wall and Culvert Maintenance;
- (c) provision for Tree and Planting Maintenance;
- (d) provision for Watercourse Maintenance;
- (e) any further measures considered necessary by the LPA for the proper management and maintenance of the Channelsea Basin

“River Wall and Culvert Maintenance”

means measures for the management and maintenance of the river wall and culverts including (but not limited to):-

- (a) inspection of the culvert inlets, outlets and overflows;
- (b) keeping culvert entrances clear and unobstructed;
- (c) inspection of river wall;
- (d) inspection of lower terraces and gabions walls;
- (e) inspection of inlets and facility surface;
- (f) implementation of clearance, repair and/or remediation works which are identified as being required during inspections

and the associated timings and frequencies

“Tree and Planting Maintenance”

means measures for the management and maintenance of the trees and planting including (but not limited to):-

- (a) maintenance of trees in line with good arboricultural practice BS 3998;
- (b) regular checking and removal of dead and/or damaged/ill plants or limbs;
- (c) checking tree ties and stakes;
- (d) formative pruning if required;
- (e) irrigation of trees and planting during adverse weather conditions;
- (f) coppicing; and
- (g) maintaining the tree canopy which is adjacent to buildings

and the associated timings and frequencies

“Watercourse Maintenance”

means measures for the management and maintenance of the watercourse including (but not limited to):-

- (a) removal of silt and debris from the watercourse bed;
- (b) mowing and strimming of river banks;
- (c) re-use/clearance of cuttings;
- (d) keeping the water course and any bodies of standing water unobstructed and allowing flow towards pumping station;
- (e) maintenance of proposed scrapes and hollows;
- (f) releveling uneven surfaces and reinstating design levels;
- (g) maintenance in preparation for increased winter flows;
- (h) maintenance of planting and undergrowth;
- (i) regular, minor works using hand tools for protection of wildlife, habitat and water quality; and
- (j) scarifying and spiking soil layer

and the associated timings and frequencies

2. CHANNELSEA BASIN OBLIGATIONS

2.1 Prior to Substantial Implementation the Owner shall submit and obtain the LPA's approval to:-

2.1.1 the Channelsea Basin Enhancement Strategy;

2.1.2 the Channelsea Basin Management Strategy; and

2.1.3 the Channelsea Basin Community Involvement Strategy;

2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the documents set out in paragraph 2.1 above have been approved in writing by the LPA;

2.3 The Owner shall implement the improvements and enhancements to Channelsea Basin in accordance with the approved Channelsea Basin Enhancement Strategy prior to Occupation of the Development;

2.4 No Occupation of the Development shall take place until the improvements and enhancements to Channelsea Basin have been implemented in accordance with the approved Channelsea Basin Enhancement Strategy;

2.5 The Owner shall manage and maintain the Channelsea Basin for the life of the Development in accordance with the approved Channelsea Basin Management Strategy; and

2.6 The Owner shall implement the approved Channelsea Basin Community Involvement Strategy for the lifetime of the Development.

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

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

)
)
)
A Hadjimamas
Director AUTHORIZED SIGNATORY.
~~Director/Secretary~~



DOMINUS
EXECUTED as a Deed by ~~DOMINUS~~ PM 22.05.23 STRATFORD LIMITED acting by a director and its secretary or two directors

.....
Director *[Signature]*
.....
Director/Secretary *[Signature]*

EXECUTED as a Deed by MIZRAHI TEFAHOT BANK LIMITED, a company incorporated in Israel, acting by ~~ALEX HADJIMAMAS~~ and by ~~TRICIA MARSHALL~~ who, in accordance with the laws of that territory, are acting under the authority of the company

Signature in the name of the company:

MIZRAHI TEFAHOT BANK LIMITED

[Signature]

Authorised Signatory

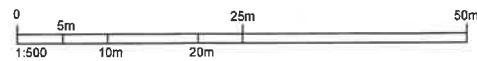
TRICIA MARSHALL
RELATIONSHIP MANAGER
MIZRAHI TEFAHOT BANK LTD
LONDON BRANCH

[Signature]

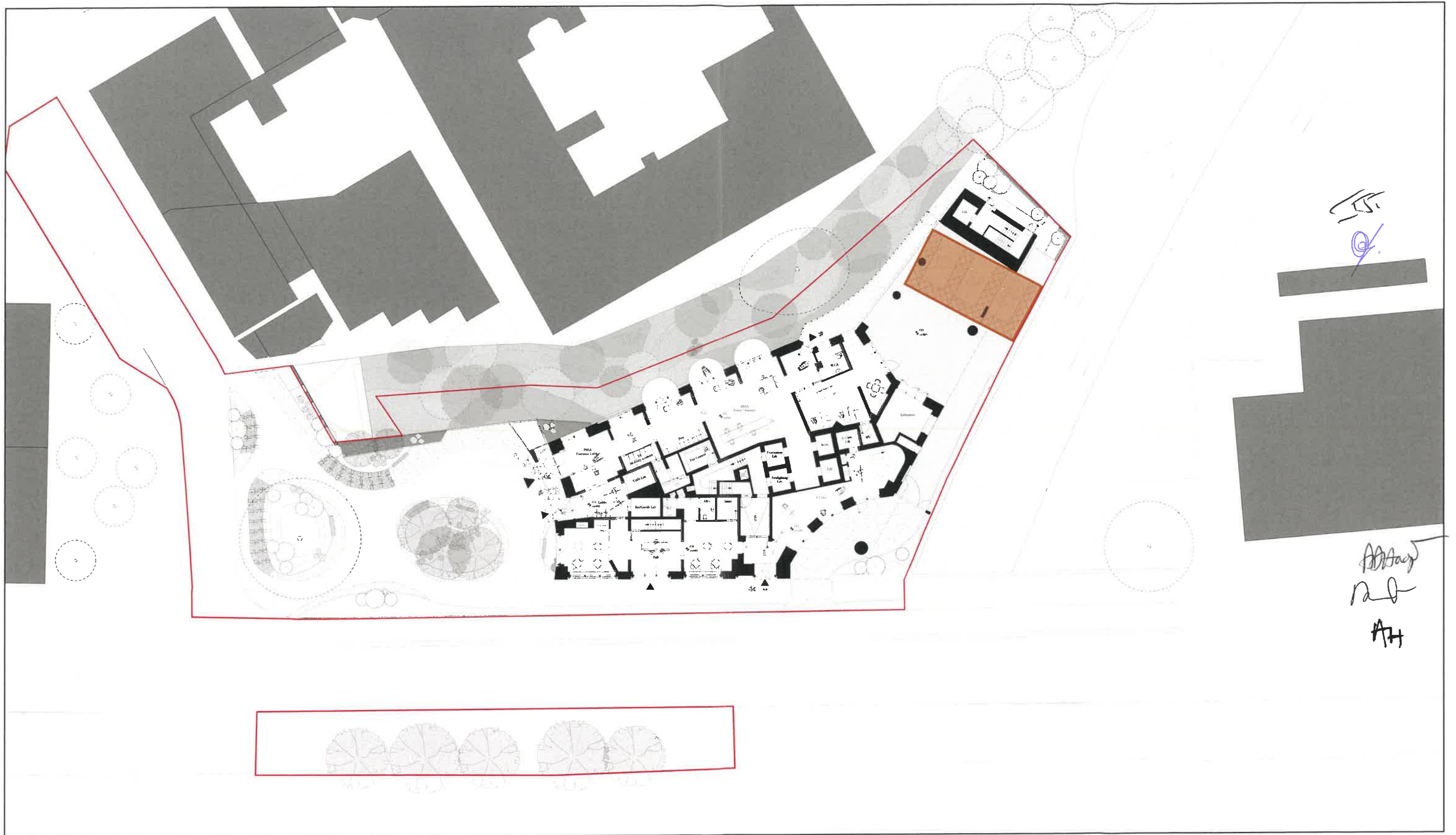
Authorised Signatory
ALEX HADJIMAMAS
RELATIONSHIP MANAGER
MIZRAHI TEFAHOT BANK LIMITED
LONDON BRANCH

APPENDIX 1 - PLANS

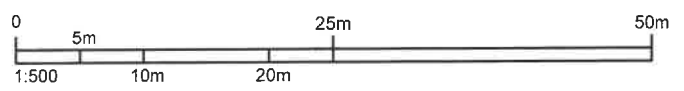
"Plan 1"	Site
"Plan 2"	On Site Blue Badge Car Parking Spaces
"Plan 3"	Publicly Accessible Open Space
"Plan 4"	Public House (Basement)
"Plan 5"	Public House (Ground Floor)
"Plan 6"	Channelsea Basin
"Plan 7"	Application land



— Owned title edge



Handwritten annotations in blue and black ink, including initials and a circled 'A'.



On site blue badge car parking spaces

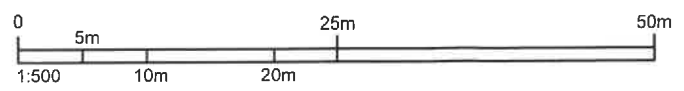


Application boundary line

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 construction tolerances, statutory requirements or re-definition of the areas to be measured.
 Boundary lines where shown are indicative only and to be verified by the Client

Note: the base drawing is the approved Application
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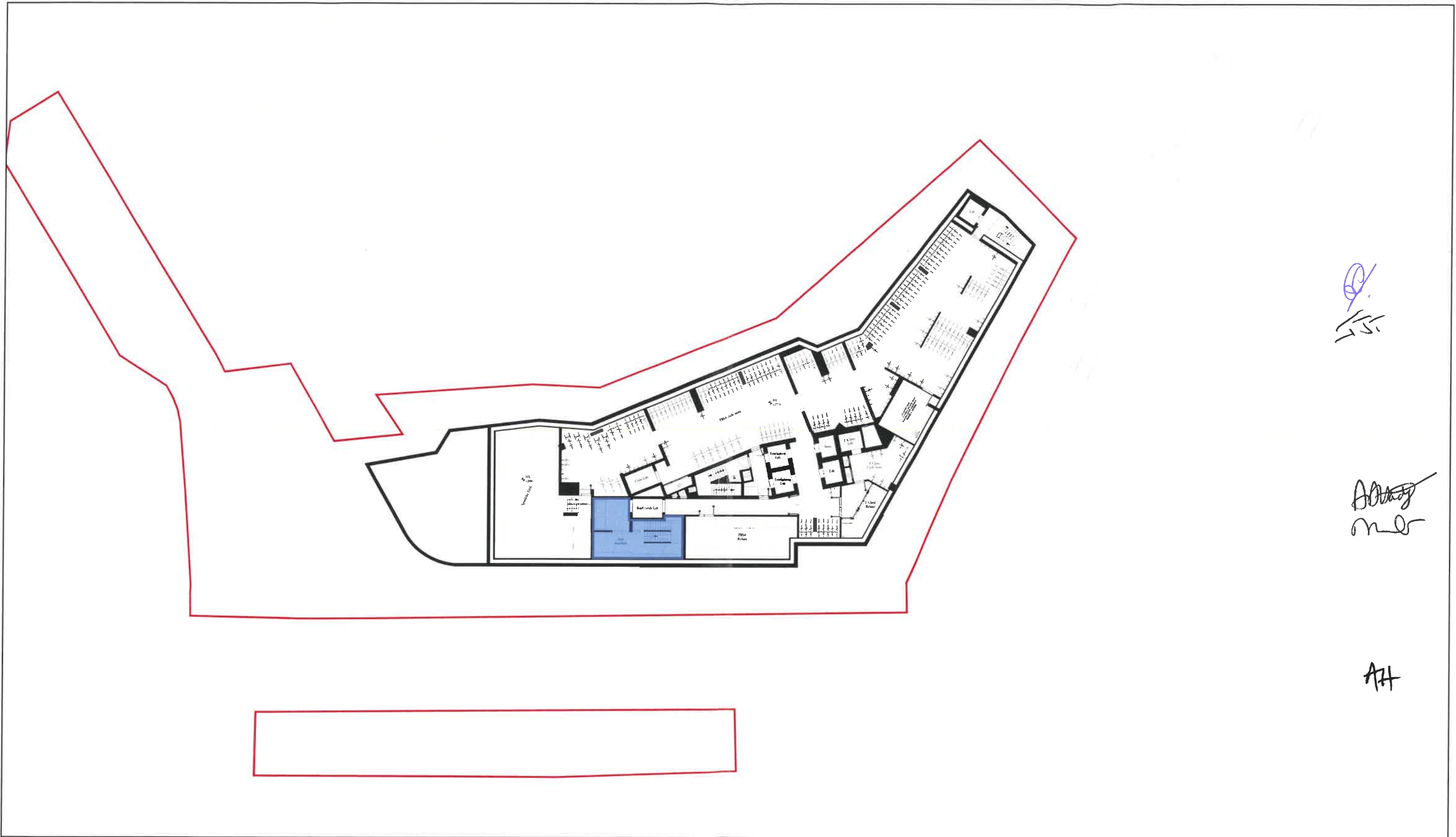


- Publicly Accessible Open Space
- Application boundary line

Note: the base drawing is the approved Application drawing produced by Henry Haldtrout

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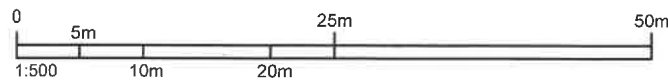
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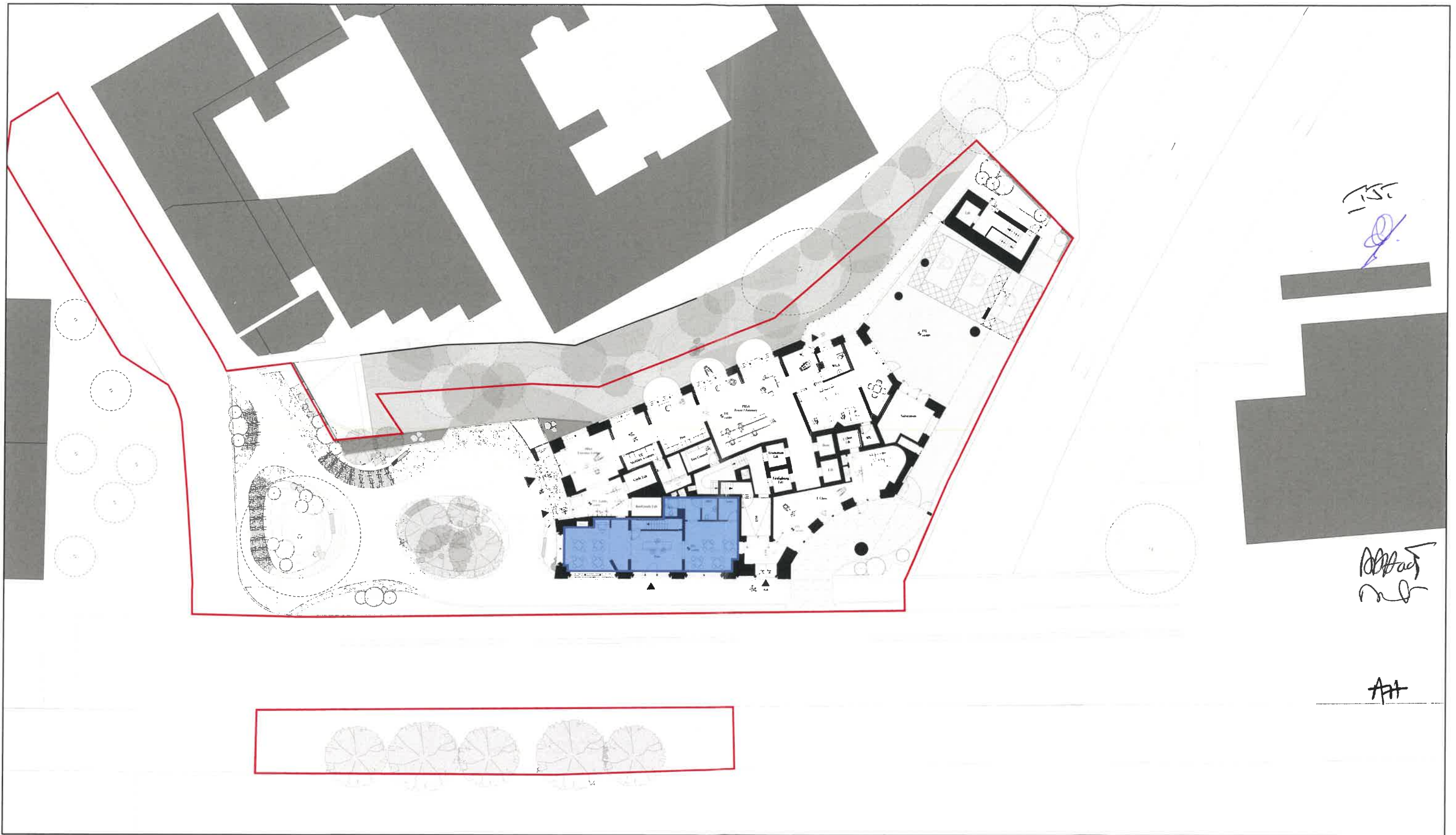
- Proposed Public House
- Application boundary line

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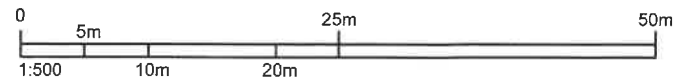
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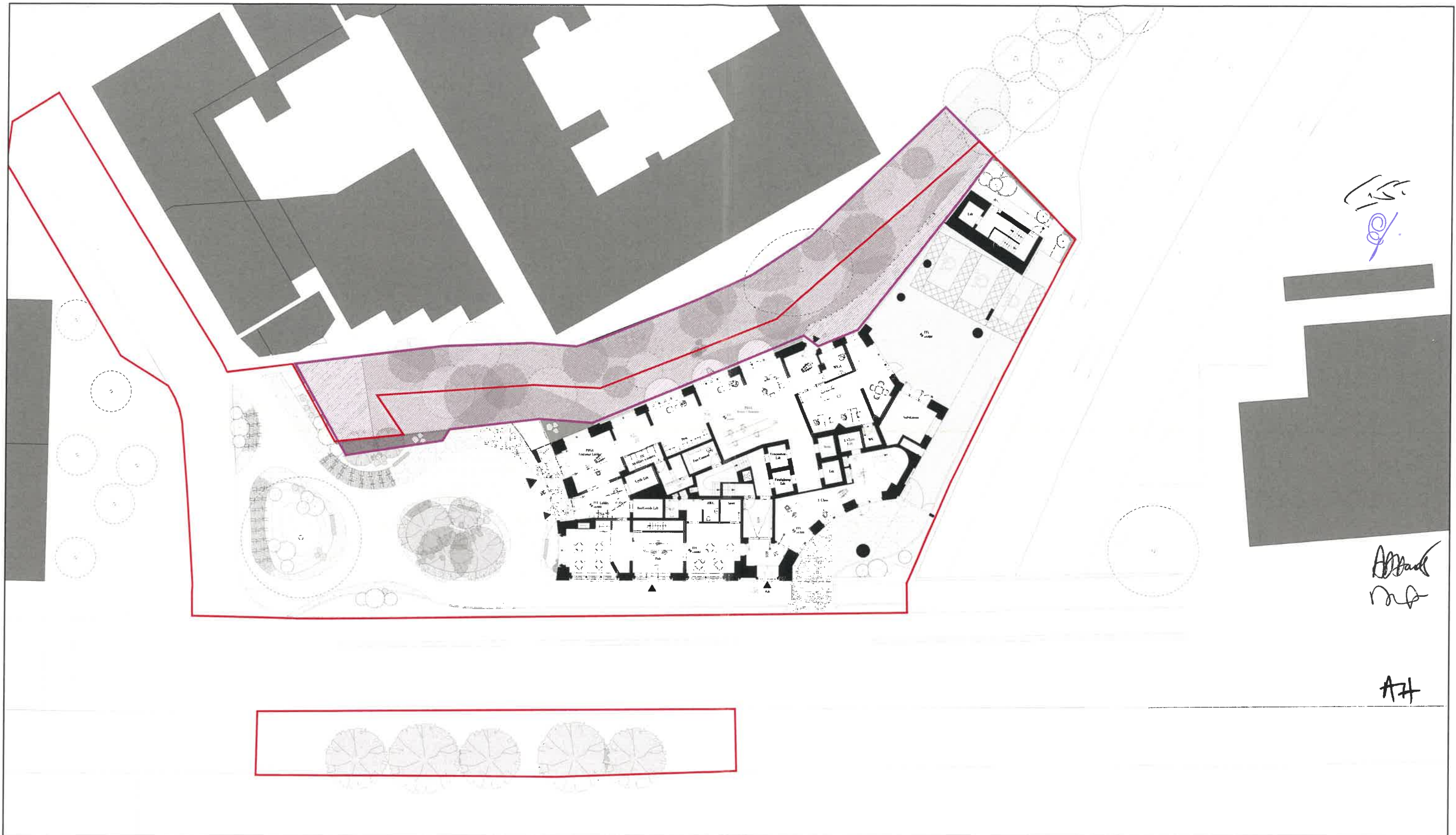
- Proposed Public House
- Application boundary line

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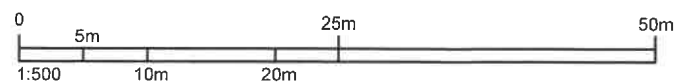
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Handwritten black ink signature: Ahmad

Handwritten black ink initials: AH



Channelsea Basin



Application boundary line

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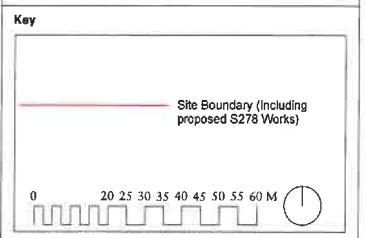
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 5. All dimensions shall be verified on site before proceeding with work.
 6. HHbR shall be notified in writing of any discrepancies.

Specific notes

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 (circled)

Handwritten signatures:
 [Signature]
 MB
 AH

P1 07/02/22 Planning Issue JH
 Rev. Date Reason for issue Check



Title
 Existing Site Location Plan

Client
 Dominvs Group

Project
 Stratford High Street

First Issued 26/10/2021
Originator MT
@A3 1:2000
@A1 1:1000
Status P

Drawing no. 9_2101_P_001_P1
Rev.

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Halebrown