EMPLOYMENT AND TRAINING

Delivery Plans

- The Developer will submit a delivery plan to Newham Council setting out the proposed actions and approach to achieving the targets and requirements specified in this Schedule 3 during the Construction Period no later than three months before the anticipated Commencement Date.
- 2. The Developer and Newham Council will establish a working group to implement, monitor and review the delivery plans referred to in paragraph 1, such working group to meet on a monthly basis with effect from the Commencement Date until the first anniversary of first Occupation of the Development.
- 3. The Developer will identify a named individual (who may be a different person during the construction and operation of the Development respectively) who will attend meetings of the working group established pursuant to paragraph 2.
- 4. Newham Council will identify a named individual who will attend meetings of the working group established pursuant to paragraph 2.
- 5. The Developer and Newham Council may invite representatives of such other organisations as they may from time to time agree to attend meetings of the working group established pursuant to paragraph 2.
- 6. The costs of the working group established pursuant to paragraph 2 will be funded by the Developer.

Employment

- 7. The Developer will use Reasonable Endeavours to, and will use Reasonable Endeavours to procure that its contractors and sub-contractors (in respect of vacancies and jobs arising from the construction of the Development) use Reasonable Endeavours to, ensure that:
 - 7.1 at least 30% of the construction workforce are from a black, Asian or minority ethnic background;
 - 7.2 at least 10% of the construction workforce are women;
 - 7.3 at least 5% of the construction workforce are disabled;
 - 7.4 all construction job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - 7.5 Local Labour and Business Schemes are notified of all construction job vacancies arising from the Development;
 - 7.6 the recruitment of persons living in the Growth Boroughs accounts for 30% of the construction jobs arising from the Development; and

7.7 work-based learning opportunities are provided at the Development, including not less than 5% of all construction jobs at the Development shall be Apprentice Opportunities (50% of which shall be persons living in the Growth Boroughs),

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

8. To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall provide local agencies with early information relating to availability of vacant space within the Development.

Our Newham Work

- 9. To the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer will use Reasonable Endeavours to, and will use Reasonable Endeavours to procure that its contractors and subcontractors (in respect of construction jobs) use Reasonable Endeavours to:
 - 9.1 advertise all appropriate construction job vacancies and apprenticeships arising from the Development with Our Newham Work, who will share details of those vacancies or apprenticeships with other job brokerages in the Growth Boroughs;
 - 9.2 notify Our Newham Work of all appropriate construction job vacancies arising from the Development with advance notice of quantum as soon as the information is available;
 - 9.3 identify a single point of contact in the Developer's team who will work with Our Newham Work to promote local employment opportunities arising from the construction of the Development; and
 - 9.4 during the Construction Period, establish or identify a suitable forum to enable Our Newham Work to promote their service to on-site contractors,

PROVIDED THAT the Developer's obligations in this paragraph 9 shall be subject to the Developer's obligations in paragraph 7 and nothing in this paragraph 9 shall prevent the Developer from complying with paragraph 7 nor from advertising job vacancies and apprenticeships arising from the construction of the Development itself or with anyone else.

Supply Chain Opportunities

10. The Developer will work with Our Newham Work to engage with local businesses to improve their ability to take advantage of supply chain opportunities arising from the construction of the Development within reasonable commercial and legal terms.

Education Commitments

11. During the Construction Period, the Developer will contribute to work programmes with schools around careers information, education and guidance, work-related learning, enterprise education and mentoring in accordance with arrangements to be agreed in advance by the Developer and Newham Council.

London Living Wage

- 12. The Developer will use Reasonable Endeavours to procure that its contractors and sub-contractors (in respect of construction jobs) pay their staff not less than the London Living Wage.
- 13. The Developer will use Reasonable Endeavours to procure that its tenants of the Commercial Units (in respect of end user jobs) pay their staff not less than the London Living Wage.

Monitoring

- 14. The Developer will provide monitoring reports in writing to Newham Council showing performance against each of the targets and commitments set out in this Schedule 3, each report to include details of the existing workforce and recruitment since the previous report.
- 15. The frequency of the monitoring reports required by paragraph 14 shall be once every six months during the Construction Period.

TELEVISION AND DLR RADIO RECEPTION

Television Reception

- 1. Prior to Commencement of the Development, the Developer will appoint the Reception Consultant.
- 2. No Above Ground Works will be carried out until the First Reception Survey has been submitted to and approved by the LLDC.
- 3. In the event that at any time during the period expiring on the date which is one year from the Completion of the Development:
 - 3.1 more than 10 complaints are received by the Developer or the LLDC in relation to the Development from occupiers of the Surrounding Properties regarding a deterioration in terrestrial television reception; and
 - the Reception Consultant considers it reasonable in his opinion to carry out a Second Reception Survey as a result of the receipt of those complaints,

then the Developer will commission the Reception Consultant to carry out a Second Reception Survey within one month of receipt of the Reception Consultant's opinion pursuant to paragraph 3.2, and will submit that Second Reception Survey to the LLDC for approval.

- 4. In the event that the results of the Second Reception Survey identify a material deterioration in terrestrial television reception to any Surrounding Properties since the date of the First Reception Survey, and such deterioration is in the reasonable opinion of the Reception Consultant attributable to the Development, the Developer will either:
 - 4.1 deliver the Mitigation Measures; or
 - 4.2 pay the TV Reception Mitigation Payment to the owner(s) or occupier(s) of the affected properties as nominees of the LLDC.

DLR Radio Reception

- 5. No Above Ground Works will be carried out until a survey of Docklands Light Railway radio signal reception has been submitted to and approved by the LLDC.
- 6. The Developer will carry out surveys to assess any impact of the Development on Docklands Light Railway radio signal reception:
 - 6.1 following the commencement of Above Ground Works, once a year during the remainder of the Construction Period; and
 - 6.2 within three months following the date of Completion of the Development.
- 7. The Developer will submit the results of each survey carried out pursuant to paragraph 6 to the LLDC within 28 days of the end of the relevant period specified in paragraph 6.1 or paragraph 6.2.

8. In the event that any survey carried out pursuant to paragraph 6 identifies (in the reasonable opinion of the consultant who carried out the survey) a material degradation in radio signal reception since the survey submitted to the LLDC pursuant to paragraph 5 which is attributable to the Development, the Developer will be responsible for the reasonable costs incurred by Docklands Light Railway Limited (or its successor undertaking) of any "infills" reasonably necessary to restore the radio signal reception to its previous level as evidenced in the survey submitted to the LLDC pursuant to paragraph 5 and for the purposes of this paragraph 8 the LLDC agrees in the interests of administrative efficiency for Docklands Light Railway Limited's costs to be paid directly to them.

DESIGN

Design Team Statement

- No Design Application will be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- Without prejudice to paragraph 1, the Developer shall also submit a Design Team Statement to the LLDC prior to Commencement of the Development and thereafter every six months during the Construction Period until the date of Completion of the Development.

Design Monitoring Costs

- In the event that any Architect ceases to be retained to oversee the delivery of the
 design quality of the Development (including but not limited to making or overseeing
 the making of Design Applications and overseeing the construction of the
 Development) then paragraph 4 will apply.
- 4. If this paragraph 4 applies, the Developer will:
 - 4.1 as soon as reasonably practicable following such cessation of retention of the relevant Architect inform the LLDC of the same; and
 - 4.2 within 20 Working Days of a demand from the LLDC (which demand the LLDC shall make as soon as reasonably practicable if this paragraph 4 applies) pay to the LLDC the relevant Design Monitoring Costs so demanded (to which paragraph 5 will apply).
- 5. It is hereby acknowledged and agreed that:
 - any such Design Monitoring Costs payable pursuant to paragraph 4.2 may relate to staff employed directly by the LLDC or to third party consultants appointed by it;
 - the LLDC may make more than one demand for Design Monitoring Costs pursuant to paragraph 4.2; and
 - 5.3 when the LLDC notifies the Developer of the amount of the Design Monitoring Costs to be paid pursuant to a demand made under paragraph 4.2 it will also provide a detailed breakdown setting out how the amount requested has been calculated and how it is to be spent,

PROVIDED THAT the total amount payable (in aggregate) to the LLDC in Design Monitoring Costs pursuant to this Schedule 5 shall not exceed £100,000 (Indexed).

Restriction on Development

6. No Development will be Commenced until the Developer has either:

- 6.1 provided evidence to the LLDC's reasonable satisfaction that the Architects are retained to oversee the delivery of Development in accordance with the Approved Drawings; or
- 6.2 (if paragraph 4 applies prior to Commencement) paid the first instalment of the Design Monitoring Costs to the LLDC in accordance with paragraph 4.2 PROVIDED THAT a demand for that sum has been made by the LLDC in accordance with paragraph 4 prior to Commencement.
- 7. No Development will be carried out except in accordance with the Approved Drawings unless otherwise agreed in writing by the LLDC (and the LLDC may require the relevant Architect to approve any subsequent changes in writing before it gives its written approval under this paragraph 7).

Commercial Units

8. The Developer will construct all Commercial Units to Shell and Core.

St Paul's Background Verification Study

- The Developer will prepare a Visual Impact Verification Study of the view of the Development from the Viewing Location and submit a copy of the Visual Impact Verification Study to the LLDC for approval prior to the Commencement Date.
- 10. The Visual Impact Verification Study carried out pursuant to paragraph 9 must demonstrate that no part of the Development will appear in the background of the view of St Paul's Cathedral from the Viewing Location and that the Development will not encroach beyond the silhouette of the dome of St Paul's Cathedral in such view.
- 11. No Development will be Commenced until the LLDC has approved the Visual Impact Verification Study and the Development shall be carried out in accordance with the design set out in the approved Visual Impact Verification Study.

AFFORDABLE HOUSING

1. AFFORDABLE HOUSING PROVIDER

1.1 Prior to the Commencement of the Development, the Developer shall confirm to the LLDC the identity of the proposed Affordable Housing Provider in respect of the Development and shall obtain its prior written approval (in consultation with Newham Council) in the event that such proposed Affordable Housing Provider is neither the Guinness Partnership nor any other entity on the LLDC's list of approved housing providers from time to time.

1.2 The Developer will:

- 1.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the S11 Affordable Housing Units; and
- 1.2.2 notify the LLDC within 10 Working Days of entering into an Affordable Housing Contract in respect of the S11 Affordable Housing Units.

2. MINIMUM AFFORDABLE HOUSING PROVISION

2.1 The Developer covenants to provide the S11 Affordable Housing Units in accordance with the Affordable Housing Tenure Split.

3. DELIVERY OF AFFORDABLE HOUSING

- 3.1 The Developer shall not Occupy more than 50% of the Open Market Housing Units within the Development until 60% of the S11 Affordable Housing Units have been:
 - 3.1.1 Completed and made ready for occupation; and
 - 3.1.2 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.
- The Developer shall not Occupy more than 70% of the Open Market Housing Units within the Development until 80% of the S11 Affordable Housing Units have been:
 - 3.2.1 Completed and made ready for occupation; and
 - 3.2.2 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.
- The Developer shall not Occupy more than 90% of the Open Market Housing Units within the Development until 100% of the S11 Affordable Housing Units have been:
 - 3.3.1 Completed and made ready for occupation; and
 - 3.3.2 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

4. USE AS AFFORDABLE HOUSING

4.1 Subject to paragraph 8.4, the Developer covenants not to Occupy the S11 Affordable Housing Units nor any Additional Affordable Housing Units for any purpose other than as Affordable Housing.

5. AFFORDABILITY CRITERIA

- 5.1 This paragraph 5 shall only apply in the event that any Additional Affordable Housing Units are to be provided as Intermediate Housing.
- 5.2 Without prejudice to paragraphs 5.3 to 5.7, the cost of rent and/or mortgage payments and service and estate charges in relation to any Intermediate Housing Units shall not exceed the general affordability criteria for Intermediate Housing published by the GLA from time to time in the London Plan (and updated in the London Plan Annual Monitoring Report).
- 5.3 Prior to first Occupation of the Development, the Developer shall submit details of the proposed locations of the Lower Income Cap Units, the Middle Income Cap Units and the Higher Income Cap Units to the LLDC for approval and the Development shall not be Occupied until the proposed locations of all of the Intermediate Housing Units are approved in writing by the LLDC.
- Prior to the disposal or first Occupation of any Intermediate Housing Unit, the Developer shall submit and obtain the approval of the LLDC to a scheme containing the following information:
 - 5.4.1 details of how rent and/or mortgage payments and service and estate charges in relation to each of the Lower Income Cap Units, the Middle Income Cap Units and the Higher Income Cap Units will be affordable to households who meet the Corresponding Income Cap; and
 - 5.4.2 details of when and how the Lower Income Cap Units, the Middle Income Cap Units and the Higher Income Cap Units will be marketed to households who meet the Corresponding Income Cap.
- The Developer shall not commence the marketing of any Intermediate Housing Units unless and until it has notified the LLDC of the date on which the marketing of Intermediate Housing Units will commence **PROVIDED THAT** such date shall not be prior to the LLDC's approval of the scheme required to be submitted pursuant to paragraph 5.4.
- 5.6 Subject always to paragraph 5.7, the Developer covenants as follows:
 - 5.6.1 to use Reasonable Endeavours during the relevant Marketing Period to dispose of the Lower Income Cap Units to households whose annual incomes do not exceed the Lower Income Cap;
 - 5.6.2 to use Reasonable Endeavours during the relevant Marketing Period to dispose of the Middle Income Cap Units to households whose annual incomes do not exceed the Middle Income Cap;

5.6.3 to use Reasonable Endeavours during the relevant Marketing Period to dispose of the Higher Income Cap Units to households whose annual incomes do not exceed the Higher Income Cap,

in each case, in accordance with the scheme approved pursuant to paragraph 5.4.

- 5.7 If at the end of the relevant Marketing Period, an Intermediate Housing Unit is not the subject of an accepted offer to purchase by a household whose annual household income does not exceed the Corresponding Income Cap for that Intermediate Housing Unit, then:
 - 5.7.1 the Developer shall submit a written report to the LLDC detailing the steps it has taken in using its Reasonable Endeavours to dispose of that Intermediate Housing Unit to households that fall within the Corresponding Income Caps as required by paragraph 5.6; and
 - 5.7.2 the relevant Intermediate Housing Unit may thereafter be disposed of to a household whose annual household income does not exceed the GLA Income Cap.
- 5.8 The Developer covenants that any Intermediate Housing Unit to which paragraph 5.7 applies shall not be Occupied unless paragraph 5.7 has been complied with.

6. **GRANT FUNDING**

- 6.1 The Developer will:
 - 6.1.1 use Reasonable Endeavours to secure Grant Funding; and
 - 6.1.2 notify the LLDC of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same.
- The LLDC shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to paragraph 6.1.
- 6.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule 6 or in Schedule 7, the Developer and the LLDC shall meet to discuss any amendments to the said obligations which would be necessary to deliver the relevant Affordable Housing Units in the Development with such Grant Funding PROVIDED THAT there shall be no obligation on the LLDC to agree to any such amendments even if this results in the Grant Funding not being available.
- Where any Additional Grant Funding is secured and which is made available for the delivery of Additional Affordable Housing Units, the Developer shall within the later of 28 days of receipt of such Additional Grant Funding or Commencement of the Development submit an Additional Affordable Housing Scheme to the LLDC for approval (such approval not to be unreasonably withheld or delayed).
- 6.5 The Developer shall provide any such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the LLDC pursuant to paragraph 6.4 and record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LLDC and the Developer signing the same

(acting by authorised signatories) and paragraphs 7.2 and 7.3 of Schedule 7 (mutatis mutandis) shall apply in relation to such Memorandum.

The Developer shall include in the terms of the grant agreement relating to any Grant Funded Units provision for the balance of any payment received by the Affordable Housing Provider in respect of the Staircasing of a Grant Funded Unit less the Affordable Housing Provider's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) to be recycled by the Affordable Housing Provider for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963).

7. WHEELCHAIR AFFORDABLE HOUSING UNITS

- 7.1 The Developer shall:
 - 7.1.1 provide not less than 10% of the S11 Affordable Housing Units as Wheelchair User Units in the locations identified on Plan 5 or in such alternative locations as may be approved by the LLDC upon request by the Developer;
 - 7.1.2 notify the LLDC at least six months prior to Completion of each Wheelchair User Unit and thereafter from the date of such notification until the date of Completion of such unit:
 - (a) only market the Wheelchair User Unit to households which include a wheelchair user; and
 - (b) use Reasonable Endeavours to grant a tenancy for the Wheelchair User Unit to a household which includes a wheelchair user.

PROVIDED THAT in the event that a tenancy has not been granted to a household including a wheelchair user by the date of Completion of the Wheelchair User Unit and evidence of the same has been provided to and approved by the LLDC then the Developer shall be entitled to market that unit to any household.

- 7.2 For each and every subsequent letting of a Wheelchair User Unit, the Developer shall:
 - 7.2.1 actively market the unit as a Wheelchair User Unit;
 - 7.2.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair User Unit to a household which includes a wheelchair user, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LLDC at meetings held pursuant to paragraph 7.2.3 below; and
 - 7.2.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user, the Developer shall report this to the LLDC (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraphs 7.2.1 and 7.2.2) and shall, at the LLDC's request, meet with the LLDC to discuss a strategy for the future marketing of the Wheelchair User Unit.

GENERAL

- 8.1 The Developer shall ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider (or the Affordable Housing Provider is otherwise required) to:
 - 8.1.1 deliver a duly executed Rents and Nominations Agreement to Newham Council within six months of date of the Affordable Housing Contract; and
 - 8.1.2 where applicable, advertise and allocate Intermediate Housing Units via the GLA's London-wide Homes for Londoners platform or if that platform ceases to operate such other platform or process as may be first agreed with the LLDC.
- 8.2 The Developer covenants that no S11 Affordable Housing Unit or Additional Affordable Housing Unit (if any) shall be Occupied until an Affordable Housing Management Scheme for the S11 Affordable Housing Units and the Additional Affordable Housing Units (if any) has been submitted to and approved in writing by the LLDC and thereafter:
 - 8.2.1 the Affordable Housing Management Scheme shall be implemented as approved; and
 - 8.2.2 the S11 Affordable Housing Units and the Additional Affordable Housing Units (if any) shall not be Occupied or managed (including the levying of service charge and any estate or other charges) other than in accordance with the approved Affordable Housing Management Scheme.
- 8.3 Upon the transfer of any S11 Affordable Housing Units and/or Additional Affordable Housing Units to an Affordable Housing Provider, the obligations imposed on the Developer in this Schedule 6 in relation to the relevant S11 Affordable Housing Units or Additional Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question and the Developer shall be released from all such obligations with effect from the date of the transfer to the Affordable Housing Provider.
- The provisions of this Schedule shall not bind:
 - any Intermediate Housing Unit where 100% of the equity in that unit has been purchased by the tenant via Staircasing;
 - 8.4.2 completed S11 Affordable Housing Units and Additional Affordable Housing Units where an Affordable Housing Provider has disposed of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 180 of the Housing and Regeneration Act 2008 or any similar or substitute rights applicable; nor
 - any person or body deriving title through or from any of the parties mentioned in paragraphs 8.4.1 and 8.4.2 and their mortgagees and chargees.

9. MORTGAGEES OF AFFORDABLE HOUSING PROVIDER

- 9.1 Subject to paragraphs 9.2 to 9.8 (inclusive) the provisions of this Schedule 6 and of Schedule 7 will not bind any Chargee who exercises any power of sale.
- 9.2 In order to benefit from the protection granted by paragraph 9.1, a Chargee must:
 - 9.2.1 serve a Default Notice on the LLDC pursuant to the requirements of clause 7 addressed to the Director of Planning Policy and Decisions prior to seeking to dispose of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units;
 - 9.2.2 when serving the Default Notice, provide to the LLDC official copies of the title registers for the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units; and
 - 9.2.3 subject to paragraph 9.6, not exercise its power of sale over or otherwise dispose of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 9.4.
- 9.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the LLDC may serve an Intention Notice on the Chargee.
- 9.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LLDC and the Chargee), the Chargee will grant the LLDC (and/or the LLDC's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:
 - 9.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - 9.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 9.5.2 or determined in accordance with paragraph 9.6;
 - 9.4.3 provided that the purchase price has been agreed in accordance with paragraph 9.5.2 or determined in accordance with paragraph 9.6, but subject to paragraph 9.4.4, the LLDC (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 9.4.4 the Option will expire upon the earlier of:
 - (a) notification in writing by the LLDC (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option; and
 - (b) the expiry of the Moratorium Period; and

- 9.4.5 any other terms agreed between the parties to the Option (acting reasonably).
- 9.5 Following the service of the Intention Notice:
 - 9.5.1 the Chargee will use Reasonable Endeavours to reply to enquiries raised by the LLDC (or its nominated substitute Affordable Housing Provider) in relation to the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 9.5.2 the LLDC (or its nominated substitute Affordable Housing Provider) and the Chargee will use Reasonable Endeavours to agree the purchase price for the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:
 - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule 6 and in Schedule 7; and
 - (b) (unless otherwise agreed in writing between the LLDC (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 9.6 On the date falling 10 Working Days after service of the Intention Notice, if the LLDC (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 9.5.2(a):
 - 9.6.1 the LLDC (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 9.6.2 if, on the date falling 15 Working Days after service of the Intention Notice, the LLDC (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 9.6.3 the independent surveyor shall determine the price reasonably obtainable referred to in paragraph 9.5.2(a), due regard being had to all the restrictions imposed upon the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;
 - 9.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 9.6.5 the fees and expenses of the independent surveyor are to be borne equally by the Parties;

- 9.6.6 the independent surveyor shall make his/her decision and notify the LLDC, the LLDC's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- 9.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 9.7 The Chargee may dispose of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule 6 and Schedule 7 which shall determine absolutely in respect of those S11 Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:
 - 9.7.1 the LLDC has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 9.7.2 the LLDC (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant S11 Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 9.7.3 the LLDC (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 9.8 The LLDC (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 9.2 to 9.7 (inclusive).

VIABILITY REVIEW

1. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

- 1.1 The Developer shall notify the LLDC in writing of the date on which it considers Substantial Implementation has occurred and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LLDC to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 1.2 Following the Developer's notification pursuant to paragraph 1.1, the Developer shall afford the LLDC (and its agents) access to the parts of the Application Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not the works which have been undertaken amount to Substantial Implementation PROVIDED ALWAYS THAT:
 - 1.2.1 the LLDC shall provide the Developer with reasonable written notice of its intention to carry out such an inspection;
 - 1.2.2 the LLDC and its agents shall comply fully with the Developer's site rules and regulations applicable at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
 - 1.2.3 the LLDC and its agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 1.3 The LLDC shall inspect the parts of the Application Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 1.1 and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether or not the LLDC considers that the works undertaken amount to Substantial Implementation and, if so, whether it occurred before the Substantial Implementation Long Stop Date.
- 1.4 Any dispute between the Parties concerning whether or not Substantial Implementation has occurred or whether it occurred before the Substantial Implementation Long Stop Date may be referred to dispute resolution in accordance with the provisions of clause 9.

2. EARLY STAGE REVIEW

- 2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:
 - 2.1.1 notify the LLDC in writing of the Revised Substantial Implementation Date and subsequently advise the LLDC in writing of any change to the Revised Substantial Implementation Date;
 - 2.1.2 submit the Early Stage Review Submission to the LLDC prior to but not more than 40 Working Days before the Revised Substantial Implementation Date; and

2.1.3 subject always to paragraph 5.2, not Occupy more than 50% of the Open Market Housing Units unless and until the Viability Review Submission has been agreed by the Developer and the LLDC or otherwise determined by the Expert pursuant to paragraph 4.

3. LATE STAGE REVIEW

- 3.1 The Developer shall:
 - 3.1.1 notify the LLDC in writing within five Working Days of the occurrence of the Late Stage Review Date;
 - 3.1.2 submit the Late Stage Review Submission to the LLDC within 20 Working Days of the Late Stage Review Date; and
 - 3.1.3 subject always to paragraph 6.1, not Occupy more than 85% of the Open Market Housing Units unless and until the Viability Review Submission has been agreed by the Developer and the LLDC or otherwise determined by the Expert pursuant to paragraph 4.
- 3.2 Any dispute between the Parties concerning whether or not the Late Stage Review Date has occurred or concerning the amount of any Late Stage Review Contribution may be referred to dispute resolution in accordance with the provisions of clause 9.

4. VIABILITY REVIEWS

- 4.1 The LLDC shall be entitled to instruct external surveyors to act on its behalf to review and assess any Viability Review Submission and undertake any Viability Review pursuant to this Schedule 7 and the LLDC shall be entitled to recover from the Developer:
 - 4.1.1 its reasonable and properly incurred internal costs (including officer time); and
 - 4.1.2 its reasonable and properly incurred external surveying costs

incurred in reviewing and assessing any Viability Review Submission and undertaking any Viability Review pursuant to this Schedule 7 and the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.

- 4.2 Upon receipt of a Viability Review Submission:
 - 4.2.1 in the event that the LLDC requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LLDC within 10 Working Days of receiving the relevant request and this process may be repeated until the LLDC has all the information it reasonably requires to assess whether any Additional Affordable Housing Units are required to be delivered in accordance with Formula 1 and Formula 3 or whether a Late Stage Review Contribution is required to be paid in accordance with Formula 2 and Formula 4 (as applicable) provided all repeated requests are made within 20 Working Days of receipt of the information previously requested pursuant to this paragraph 4.2.1;
 - 4.2.2 the LLDC shall confirm in writing to the Developer 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 LLDC from seeking further relevant information during the course of negotiations pursuant to this paragraph 4.2 **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 4 if it can be completed without the information requested;

- 4.2.3 for a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LLDC and the Developer in writing), the Developer and the LLDC, 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 them, this may result in revisions to the Viability Review Submission; and
- 4.2.4 within 40 Working Days of the Validation Date, the LLDC shall confirm in writing that:
 - (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 Housing; or
 - (c) it accepts the conclusions of the Viability Review Submission ("Acceptance Notice") and in the case of an Early Stage Review only, the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 7.
- 4.3 In the event that pursuant to paragraph 4.2 the Developer and the LLDC have not agreed the Viability Review Submission either of them shall be entitled to refer the matter to the Expert 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 LLDC and the Developer) and the date the matter is referred to the Expert shall be referred hereafter as the "Referral Date".
- 4.4 Unless otherwise agreed between the LLDC and the Developer or required by the Expert, each shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Expert in respect of the Viability Review Submission.
- 4.5 In addition to the matters specified in paragraph 4.4, in making his determination the Expert shall have regard to:
 - 4.5.1 all relevant material submitted to him by the LLDC and the Developer;
 - 4.5.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise; and
 - 4.5.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.

Unless otherwise agreed by the LLDC and the Developer or notified to them by the Expert, in the case of an Early Stage Review only the Expert shall be appointed on the basis that, if he determines that there is surplus profit to apply towards the provision of Additional Affordable Housing, his decision shall include an Additional Affordable Housing Scheme (the "Decision") which the LLDC and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 7.

5. DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING

- 5.1 Where it is agreed or determined pursuant to an Early Stage Review that Additional Affordable Housing Units are required to be provided, the Developer shall prior to Occupation of more than 75% of the Open Market Housing Units (or such later date as may be agreed with the LLDC):
 - 5.1.1 make any amendments to the Development required to accommodate such Additional Affordable Housing Units and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;
 - 5.1.2 provide such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the LLDC or determined by the Expert; and
 - 5.1.3 pay any Partial Unit Contribution to the LLDC in accordance with the Additional Affordable Housing Scheme approved by the LLDC or determined by the Expert.
- 5.2 Save where such later date has been agreed with the LLDC pursuant to paragraph 5.1, the Developer shall not Occupy more than 75% of the Open Market Housing Units unless and until:
 - 5.2.1 the requirements of paragraph 5.1 have been satisfied and full and satisfactory evidence of the same has been provided to the LLDC; and
 - 5.2.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been paid to the LLDC.

6. PAYMENT OF LATE STAGE REVIEW CONTRIBUTION

- Where it is agreed or determined pursuant to the Late Stage Review that a Late Stage Review Contribution is required:
 - 6.1.1 the Developer shall pay the Late Stage Review Contribution to the LLDC within 10 Working Days of such agreement or determination; and
 - the Developer shall not Occupy more than 85% of the Open Market Housing Units until the Late Stage Review Contribution has been paid to the LLDC.

7. MEMORANDUM

7.1 Within 15 Working Days of the Acceptance Notice (or the Expert determining an Additional Affordable Housing Scheme), the Developer and the LLDC shall record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LLDC and the Developer signing the same (acting by authorised signatories).

7.2 The LLDC and the Developer agree 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 Housing Scheme by way of a signed Memorandum between the LLDC and the Developer dated 20 ".

- 7.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Housing Units being provided:
 - 7.3.1 the number of Additional Affordable Housing Units or Grant Funded Units (as applicable) shall be included within the definition of Affordable Housing Units;
 - 7.3.2 the number of Open Market Housing Units shall be reduced by the corresponding number of Additional Affordable Housing Units or Grant Funded Units (as applicable); and
 - 7.3.3 the obligations in Schedule 6 shall apply to the Additional Affordable Housing Units or Grant Funded Units (as applicable) to be provided within the Development and shall be construed such that any reference to "Affordable Housing Units" shall include the corresponding number of Additional Affordable Housing Units or Grant Funded Units (as applicable) to be provided within the Development.
- 7.4 The Parties agree that Affordable Housing Cap shall apply in relation to the obligations in Schedule 6 and Schedule 7.

8. MONITORING

- 8.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the LLDC shall report to the GLA through the London Development Database (or its successor database) the number and tenure of the S11 Affordable Housing Units by units and Habitable Room.
- 8.2 The Parties acknowledge and agree that as soon as reasonably practicable after each of:
 - 8.2.1 the approval or determination of an Additional Affordable Housing Scheme pursuant to paragraph 4 or, if an Additional Affordable Housing Scheme is not required by the LLDC, the conclusion of the assessment under paragraph 4; and
 - 8.2.2 it being agreed or determined pursuant paragraph 6.1 that a Late Stage Review Contribution is required,

the LLDC shall report to the GLA through the London Development Database the following information (to the extent applicable):

- 8.2.3 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
- 8.2.4 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;

- 8.2.5 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 5.1.3; and
- 8.2.6 the amount of any Late Stage Review Contribution.

TRAVEL PLAN

1. TRAVEL PLAN

- 1.1 Prior to first Occupation of the Development, the Developer shall:
 - 1.1.1 pay the Travel Plan Monitoring Contribution to the LLDC; and
 - 1.1.2 appoint a Travel Plan Monitoring Officer and notify the LLDC of the name and contact details of such officer.
- 1.2 No part of the Development shall be Occupied until the Developer has complied with its obligations in paragraph 1.1.
- 1.3 The Travel Plan shall contain separate measures, commitments, targets and plans for the Residential Units and the Commercial Units.
- 1.4 The Travel Plan shall (unless otherwise agreed in writing with the LLDC):
 - 1.4.1 comply with TfL's online guidance on travel plans published in November 2013 and found at http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
 - 1.4.2 contain clear commitments to measures, including investigation of potential additional measures;
 - 1.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LLDC;
 - 1.4.4 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 and availability and reviewing cycle parking space demand and use and for providing additional cycle parking spaces should further demand arise; and
 - (c) setting out how monitoring travel surveys will be undertaken during the Monitoring Period which cover all employees of the Development;
 - 1.4.5 include a parking review plan which sets out a strategy for periodic review of the parking spaces;
 - 1.4.6 include a car parking management plan which sets out:

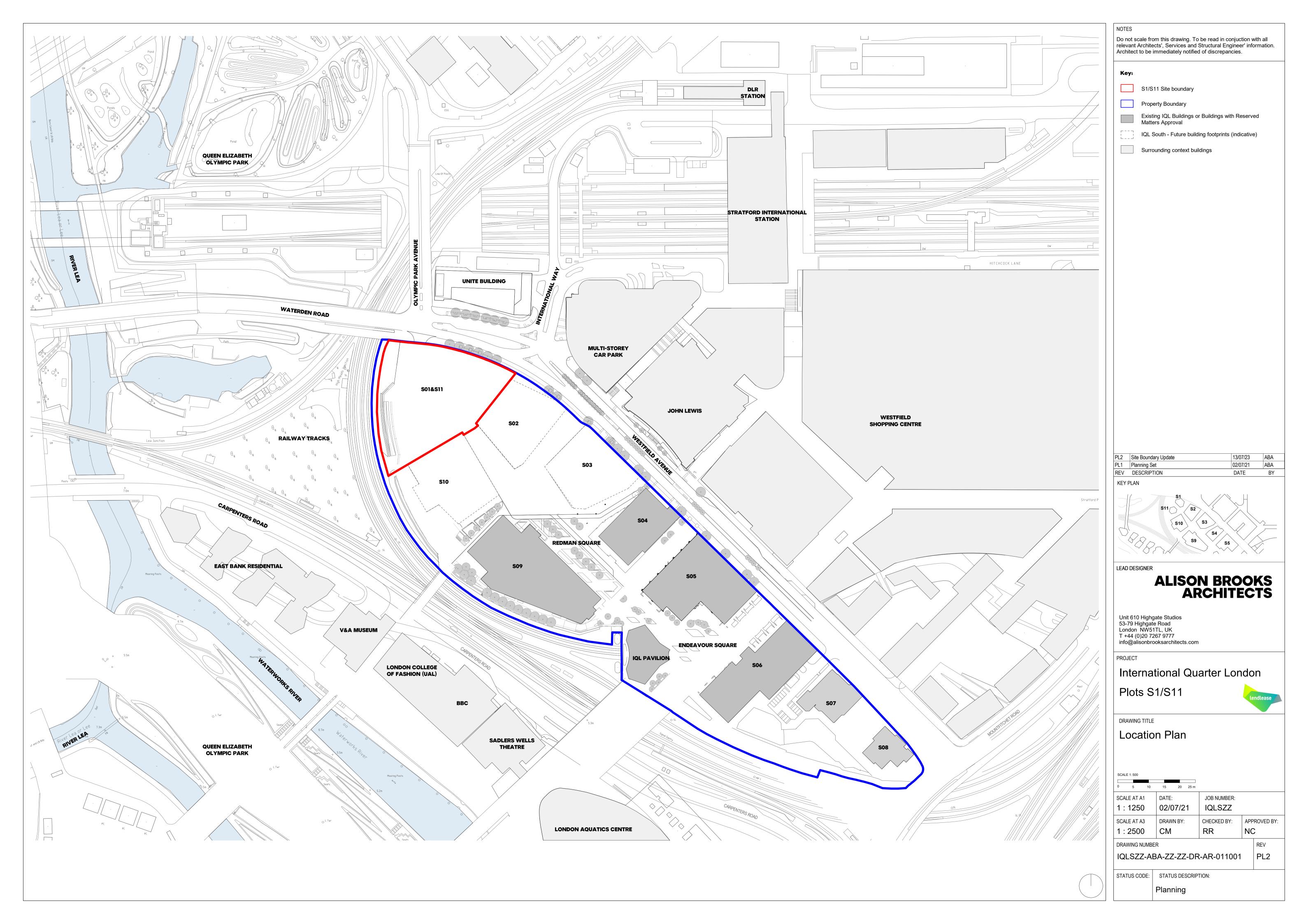
- (a) principles for allocating car parking spaces for residents or staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.
- 1.5 The Developer shall implement the approved Travel Plan during the life of the Development.
- 1.6 Subject to clause 2.4, no part of the Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.

2. TRAVEL PLAN MONITORING

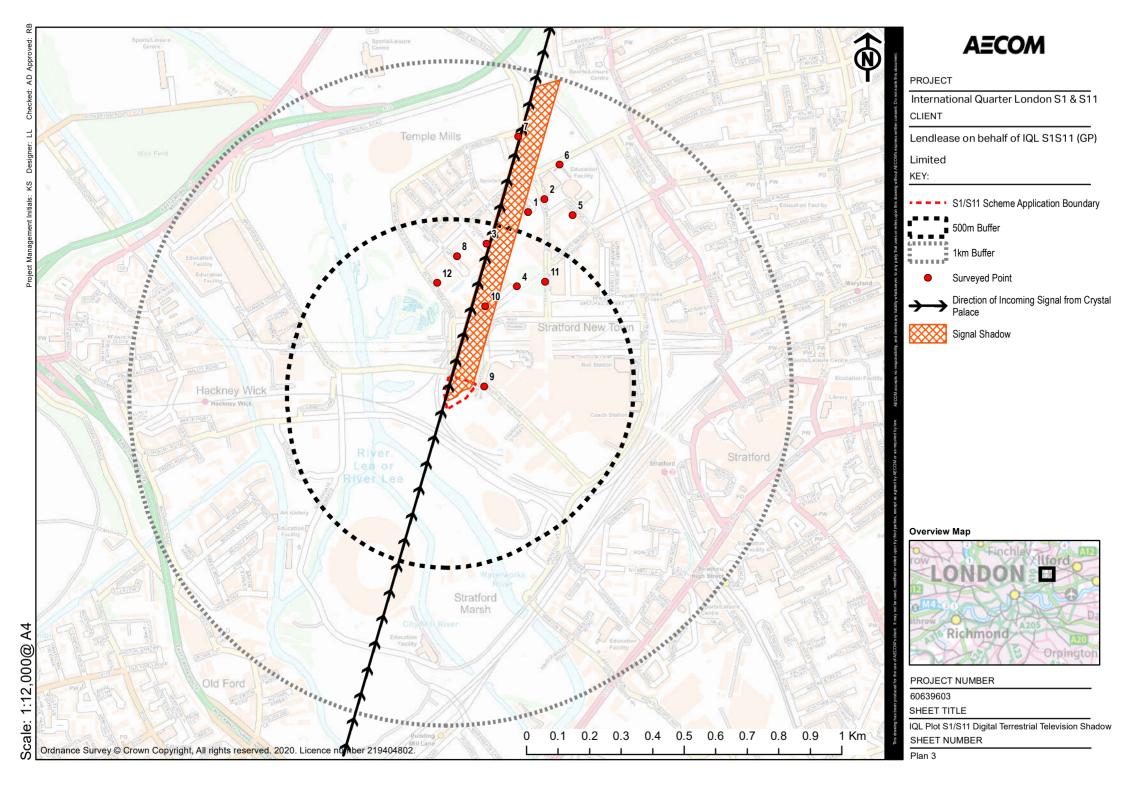
- 2.1 To monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.
- 2.2 During the Monitoring Period the Developer shall prepare and submit to the LLDC for approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.
- 2.3 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LLDC, the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LLDC's approval of the same.

APPENDIX 1

Plans

















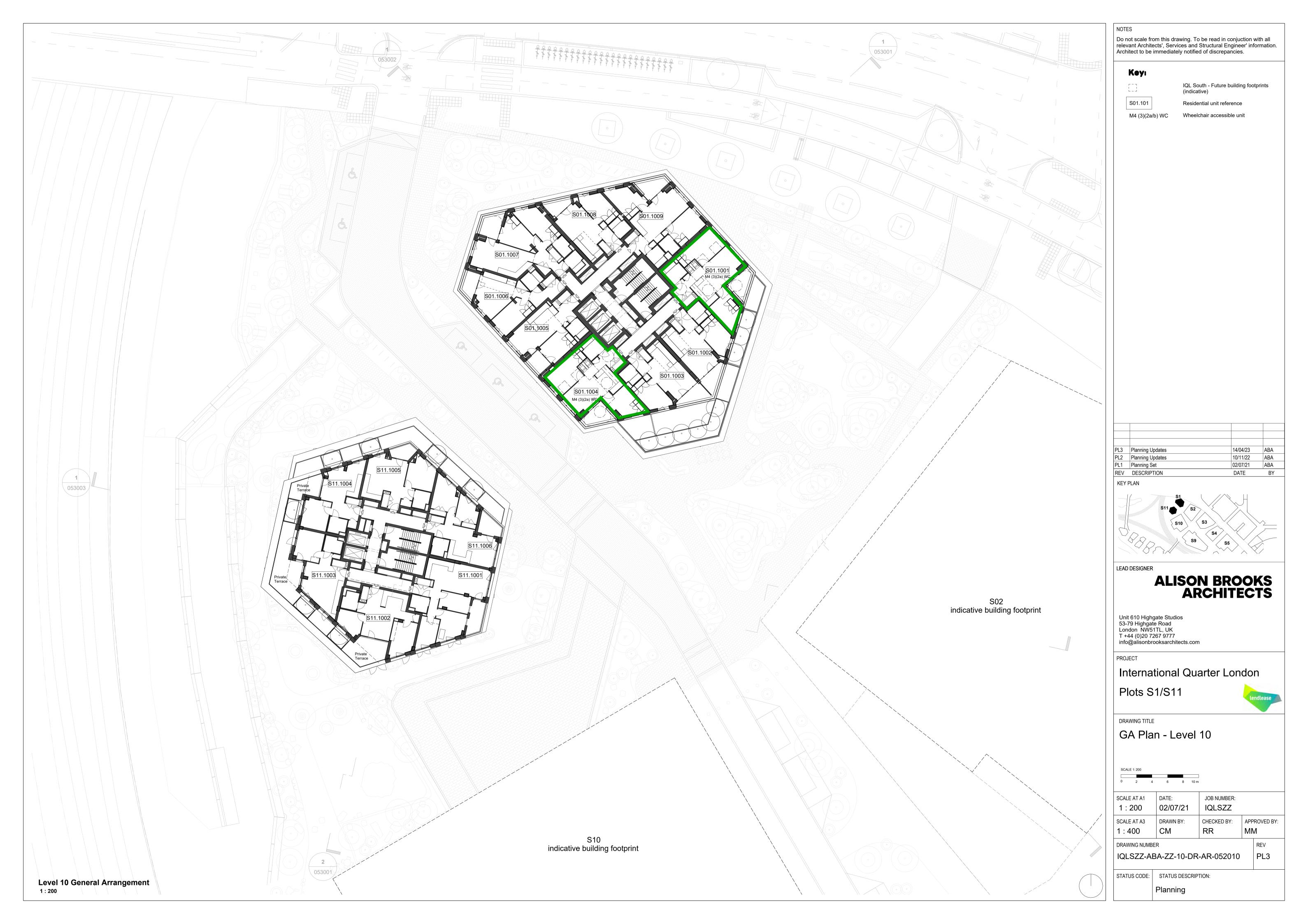


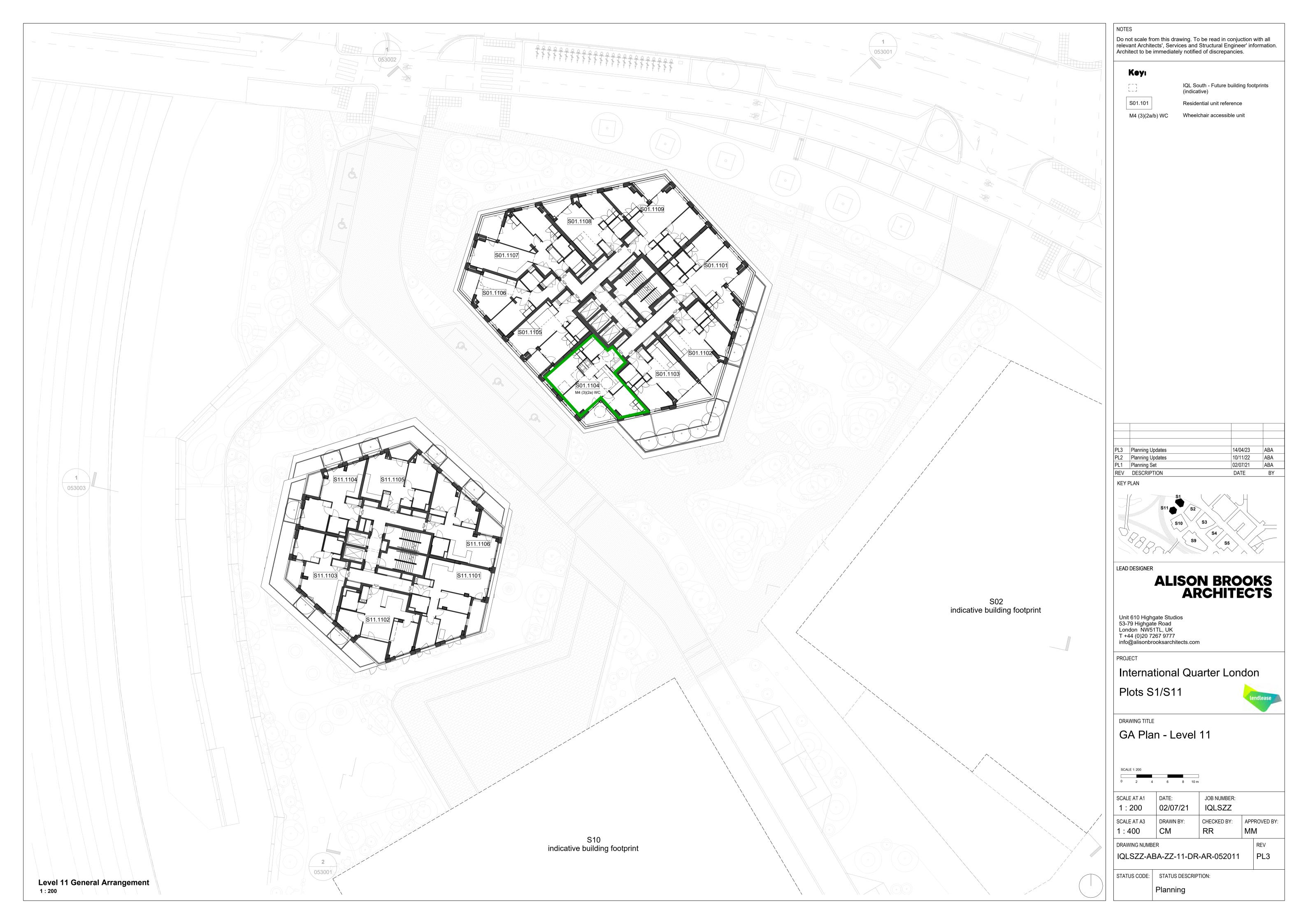
















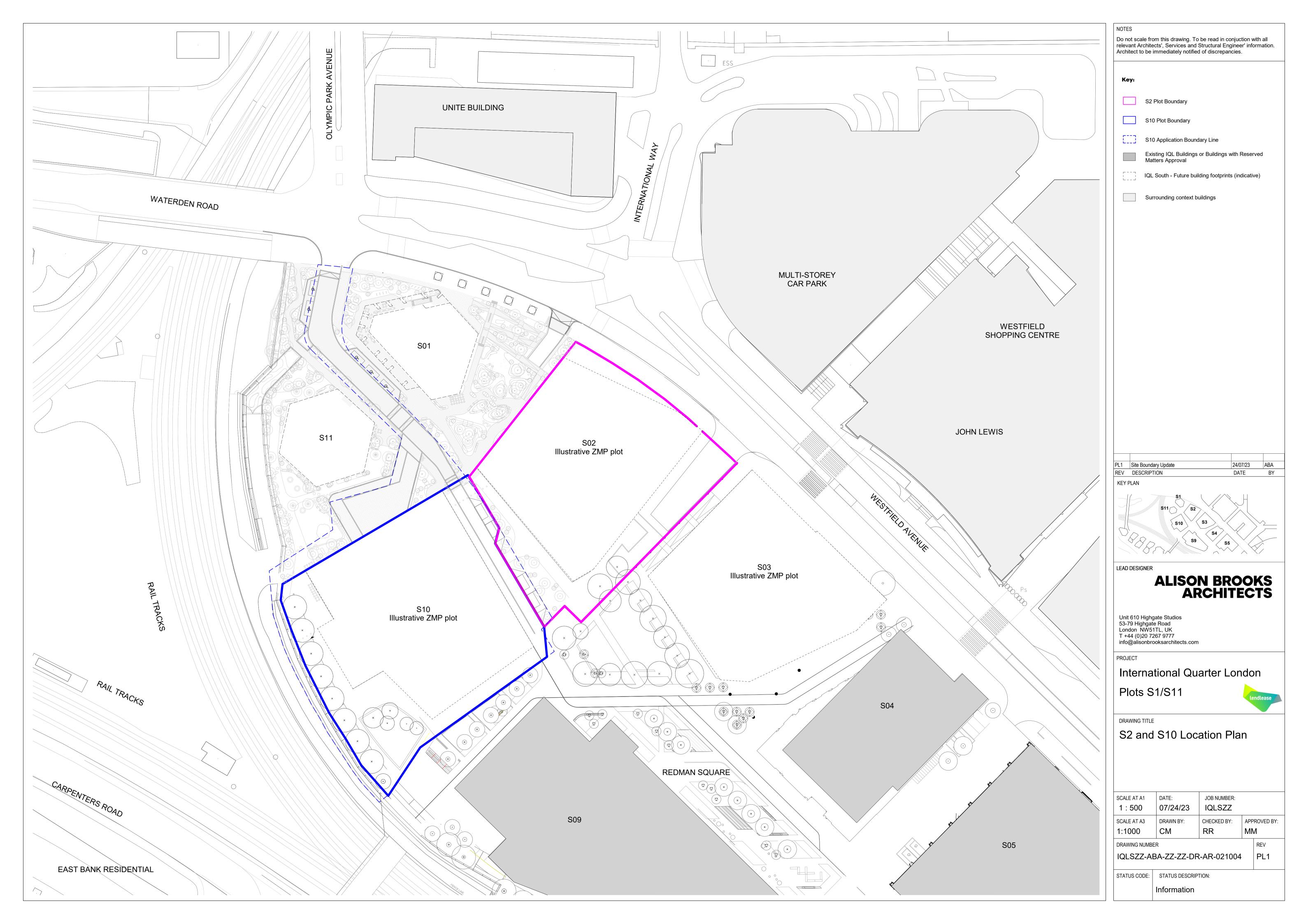












APPENDIX 2

Draft Planning Permission

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FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Agent

IQL S1/S11 (GP) Ltd c/o Agent

Matthew Eyre

Quod

21 Soho Square

London W1D 3QP

Part I

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Particulars of Application

Date of Application: 25-Aug-2021

Application No: 21/00416/FUL

Proposal:

Application for full planning permission for the construction of two residential buildings, with flexible use floorspace for residential (ancillary uses) / commercial, business and service / local community / drinking establishment uses (Use Classes C3/E/F.2/Sui Generis), with associated landscaping, parking, servicing, creation of accesses and

related highway works and other associated works."

Location:

Plot S1/S11, International Quarter London (IQL) South, Westfield Avenue, Stratford, E20

1GL

Part II

Particulars of Decision

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

CONDITIONS

1) Time Period

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

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

2) Approved Plans

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

Drawing Title	Drawing Reference	Revision
Location Plan	IQLSZZ-ABA-ZZ-ZZ-DR-AR-011001	PL1
Proposed Site Plan	IQLSZZ-ABA-ZZ-ZZ-DR-AR-021003	PL2
GA Plan - Level 01	IQLSZZ-ABA-ZZ-01-DR-AR-052001	PL3
GA Plan - Level 02	IQLSZZ-ABA-ZZ-01-DR-AR-052002	PL3
GA Plan - Level 03	IQLSZZ-ABA-ZZ-01-DR-AR-052003	PL3
GA Plan - Level 04	IQLSZZ-ABA-ZZ-01-DR-AR-052004	PL3
GA Plan - Level 05	IQLSZZ-ABA-ZZ-01-DR-AR-052005	PL3
GA Plan - Level 06	QLSZZ-ABA-ZZ-01-DR-AR-052006	PL3
GA Plan - Level 07	IQLSZZ-ABA-ZZ-01-DR-AR-052007	PL3
GA Plan - Level 08	IQLSZZ-ABA-ZZ-01-DR-AR-052008	PL3
GA Plan - Level 09	IQLSZZ-ABA-ZZ-01-DR-AR-052009	PL3
GA Plan - Level 10	IQLSZZ-ABA-ZZ-01-DR-AR-052010	PL3
GA Plan - Level 11	IQLSZZ-ABA-ZZ-01-DR-AR-052011	PL3
GA Plan - Level 12	IQLSZZ-ABA-ZZ-01-DR-AR-052012	PL2
GA Plan - Level 13	IQLSZZ-ABA-ZZ-01-DR-AR-052013	PL2
GA Plan - Level 14	IQLSZZ-ABA-ZZ-01-DR-AR-052014	PL2
GA Plan - Level 15	IQLSZZ-ABA-ZZ-01-DR-AR-052015	PL2
GA Plan - Level 16	IQLSZZ-ABA-ZZ-01-DR-AR-052016	PL2