

14. **SLOT-IN APPLICATIONS, SLOT IN-PERMISSIONS, ORIGINAL PERMISSION AND FIRST S73 PERMISSION**

14.1 The Developer covenants and undertakes to the LPA that after 28th September 2012 it shall enclose a Statement of Superseded Development with each Slot-In Application.

14.2 The Developer shall as soon as reasonably practicable, and in any event:

~~14.2.1 no later than 31 December 2021, submit one or more Slot-in Applications to secure planning permission for PDZ 8 which permits a greater quantum of residential floorspace than is permitted in PDZ 8 by the Original Planning Permission; and~~

~~14.2.1 [not used]; and~~

14.2.2 no later than 31 December 2024 submit one or more Slot-in Applications to secure planning permission for PDZ 12 which permits a greater quantum of residential floorspace than is permitted in PDZ 12 by the Original Planning Permission

and it is acknowledged that the intention of making such Slot-in Application(s) is to make up as much as possible of the shortfall in residential floorspace resulting from the implementation of the UCLE Slot-in Permission and the Stratford Waterfront Slot-in Permission.

14.3 The Developer covenants and undertakes to the LPA:

14.3.1 on the grant of a Slot-In Permission, the Developer covenants and undertakes to the LPA with effect from the date that development is Commenced under that Slot-In Permission unless otherwise agreed with the LPA not to further Implement the Planning Permission and/or Subsequent Planning Permission insofar as and to the extent that the Planning Permission and/or Subsequent Planning Permission permit Superseded Development;

14.3.2 with effect from the date that the Planning Permission is Implemented, not to Implement (or further Implement as the case may be) the Original Planning Permission and/or the First S73 Permission and/or the Second S73 Permission and/or the Third S73 Permission and/or the Fourth S73 Permission and for the avoidance of doubt the Planning Permission shall be deemed to be Implemented upon Implementation of the ~~Bridgewater Triangle~~ Pudding Mill Lane Slot-in Permission.

15. **NO WAIVER**

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

16. **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.

17. **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.

18. **THE LPA'S LEGAL COSTS**

The Developer agrees that it will pay the LPA's reasonable legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement) within 14 (fourteen) days of receiving an invoice in relation to the same.

19. **JURISDICTION AND LEGAL EFFECT**

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

19.2 The provisions of this Agreement (other than this Clause 19.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

20. **TERMINATION OF OBLIGATIONS**

In respect of LLDC's and the Developer's obligations in this Agreement which do not have an end date or a restriction by which Compliance is required, at any time that is 16 (sixteen) years following the Commencement of Development in Phase 3 LLDC and/or the Developer (as applicable) may apply to the LPA for the LPA's written agreement (at its discretion but acting reasonably at all times in accordance with Clause 16) to terminate any of such obligations.

21. **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.

22. **VARIATIONS**

22.1 Save in respect of any variation to the obligations in this Agreement given for the benefit of TfL or given by TfL, TfL shall not be required to be party to any deed of variation to this Agreement.

SCHEDULE 1
TITLE NUMBERS TO DEVELOPER'S LAND

PART 1
FREEHOLD LAND

PDZ4		
EGL533902	EGL533909	EGL572037
EGL572930	EGL527339	
PDZ5		
EGL533902	EGL570920	
PDZ6		
AGL221079	TGL363543	
SPDZ8A		
EGL533910	EGL533911	EGL533914
EGL560513	EGL561244	EGL562488
TGL342249		
PDZ12		
EGL533916	EGL571226	EGL554302

PART 2
LEASEHOLD LAND

PDZ4		
AGL411945	AGL410830	
PDZ5		
AGL411945		
PDZ12		
EGL526862	EGL221056	EGL157814
EGL151055	EGL10453	NGL80118
EGL548490	EGL548491	

An unregistered leasehold interest in the land shown as L18 and L19 as marked on Plan A at Appendix 3.

SCHEDULE 2

TRANSPORT

RECITALS

- (A) The transport assessment submitted in support of the Original Planning Application dated September 2011 (and the transport addendum submitted in February 2012) recognises the need to mitigate the transport impacts of the Development by improving connectivity with adjacent areas by walk, cycle and public transport, providing adequate public transport and facilities and undertaking off-site mitigation measures. This need for mitigation is recognised by LLDC and funding has accordingly been committed to secure these measures. The need will increase as more of the Development is occupied from Commencement through to Completion and funding is matched to these increased requirements.
- (B) Along with LLDC, the LPA, TfL and the local highway authorities will be important contributors to the development and delivery of the measures.
- (C) The necessary improvements to Bus Infrastructure and bus services have been identified in outline and a procedure for bringing forward detailed measures is set out in this Schedule.
- (D) A framework, the Legacy Transport Group (LTG), for monitoring the effects of the Development, identifying, developing and bringing forward Off Site measures to mitigate the impacts of the Development by improving connectivity has been agreed. The objective and processes of the LTG and the procedures for developing schemes are described in this Schedule and Appendix 10. The LTG's initial priorities include helping secure improved access to Hackney Wick Station and to Stratford Regional Station from the south-west. The LTG will, as appropriate, establish sub-groups to assist in developing such measures and mitigation.
- (E) The LTG will also be responsible for oversight of the Construction Transport Management Group, which will act as a sub-group of the LTG.
- (F) The LTG will take over the responsibilities of the OPTEMS Group that oversees the section 106 transport contributions, the identification of and implementation of measures to mitigate the transportation effects of the Olympic Development.

DEFINITIONS

"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 9 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;
"Bridge Safeguarding Zone"	[Not used];
"Bus Infrastructure"	means, subject to paragraph 2.7, 18-16 new bus stops and the relocation of 2 bus stops to allow passengers to board and alight Scheduled Bus Services including posts and flags (specifying the bus stop name, relevant bus route numbers and the bus stop code) and bus shelters all in the locations identified on the plan contained in Appendix 8;
"Bus Infrastructure Contribution"	means the sum of £233,818.20 <u>£205,818.20</u> (two hundred and thirty-three <u>five</u> thousand eight hundred

and eighteen pounds and twenty pence) (Indexed) to be applied in accordance with paragraph 2;

"Bus Infrastructure Programme"	means a programme for the delivery of the Bus Infrastructure taking into account the delivery of the Bus Routes by the Developer and the delivery of Bus Service Enhancements by TfL under the Sponsored Route Agreement(s);
"Bus Route"	means those roads provided as part of the Development over which TfL will operate Scheduled Bus Services;
"Bus Service Enhancements"	means <ol style="list-style-type: none">1. capacity enhancements to and/or re-routing of and/or extensions to bus services in order to service the Development and satisfy customer demand generated by the Development including (but not limited to) the re-routing of bus services and/or the extension of bus services through the Development along those corridors (or others agreed between the LPA and TfL in consultation with LLDC) shown on the Bus Service Enhancement Plan; and2. any other relevant bus service enhancement considered by TfL to be suitable for servicing or supporting the Development as agreed in writing with the LPA (in consultation with LLDC);
"Bus Service Enhancement Contribution"	means the gross sum of £380,588 (three hundred and eighty thousand five hundred and eighty eight pounds) (Indexed) to be applied in accordance with paragraph 1;
"Bus Service Enhancement Plan"	means the plan contained in Appendix 8;
"Car Club"	means a club or clubs which residents and employees of the Development may join and which will provide cars available for hire to members, such club or clubs comprising car parking spaces provided in accordance with Condition LCS0.255;
"Car Club Contribution"	means a total of £93,333.34 <u>70,000</u> (ninety three seventy thousand three hundred and thirty three pounds and thirty four pence) (Indexed);
"Car Club Details"	means the details listed in paragraph 5.1;
"Carpenter's Land Bridge"	[Not used];
"CPZ"	means controlled parking zone;
"CPZ Contribution"	means a contribution, the amount (£) of which to be agreed between the Developer and the Relevant Local Highway Authority, payable by the Developer to the Relevant Local Highway Authority for the purposes of extending any existing CPZ to include any roads within

	the Development that are dedicated as highway maintainable at the public expense or for the creation of new CPZs for any roads within the Development that are dedicated as highway maintainable at the public expense;
"Development Parcel Phasing Plans"	means the development parcel phasing plan to be submitted to the LPA with all ZMPs pursuant to Condition LCS0.42 as the same may be varied pursuant to Condition LCS0.45;
"Hackney Wick Station Contribution"	means the sum of £4,000,000 (four million pounds) (Indexed) to be applied in accordance with paragraph 7.4;
"Hackney Wick Station Works"	means the upgrade works to Hackney Wick Station comprising disability and discrimination compliance works, access improvements (including the provision of lifts and ramps and associated ticket hall improvements) and connectivity improvements from Hackney Wick to the Olympic Park;
"Lea Interchange Study"	means a study into the feasibility of improving the north and south bound cycle and pedestrian connections at the Lea Interchange, such study to have regard to any existing studies on the same connections;
"Leyton Station Works"	means the provision of cycle racks at Leyton Station or, in the event cycle facilities at Leyton Station have already been improved and cycle racks provided or funds have been committed to provide such cycle racks, works to improve pedestrian and cycle access between the Development and Leyton Station;
"London Interbank Market"	means the wholesale money market in London for the offering of sterling deposits between commercial banks;
"LTG"	means the Legacy Transport Group;
"LTG Account"	means the account to be set up for the purpose of receiving the Unspent OPTEMS Contribution, the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution, the Stratford Regional Station Contribution and any other deposits that may be made into the LTG Account pursuant to this Schedule 2;
"LTG Funds"	means the total amount (£) held at any time in the LTG Account;
"LTG Operating Procedures"	means the operating procedures for the LTG set out in Appendix 9;
"Member of the LTG"	means any member of the LTG;
"Net SRA Amount"	means the amount of funding (net) agreed between the LPA and TfL in respect of TfL's expenditure incurred or to be incurred in the provision of Bus

Service Enhancements pursuant to the relevant Sponsored Route Agreement and which amount is to be paid by the LPA to TfL from the Bus Service Enhancement Contribution in accordance with the provisions of paragraph 1 and the use of "net" should be construed accordingly;

"Offsite Junctions"

means the following junctions:

1. Leyton Ladder;
2. Stratford High Street/Bow Roundabout;
3. Tredegar Road;
4. A106 Ruckholt Road;
5. A106 Ruckholt Road/Orient Way;
6. B118 Old Ford Road/Parnell Road;
7. A118 Stratford Gyrotory/The Grove;
8. A112 West Ham Lane/Victoria Street;
9. A1011 Manor Road/Mitre Road;
10. A112 High Street/A114 Clegg Street;
11. A112 High Street/The Broadway/Balaam Street;
12. A106 Wick Road/Victoria Park Road;
13. A106 Wick Road/Cassland Road; and
14. Wick Lane/Monier Road

"Offsite Junctions and Connections Contribution"

means the total sum of ~~£1,423,117.42~~ £1,252,295.70 (one million ~~four~~two hundred and ~~twenty three~~seventy three ~~fifty two~~fifty two thousand ~~one~~two hundred and ~~seventeen~~seventy ~~ninety five~~two pounds and ~~forty two~~seventy pence) (Indexed) to be applied for the purposes of:

1. the Offsite Junction Works; and
2. the Pedestrian and Cycle Connection Works

and in accordance with paragraph 7.5;

"Offsite Junction Works"

means:

1. works to enhance the operation of the Offsite Junctions so as to mitigate the transport impacts of the Development; and
2. such other works as may be considered necessary by a Member of the LTG to mitigate the transport impacts of the Development on junctions;

"OPTEMS Account"	means the account set up and administered in accordance with the terms of Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2);
"OPTEMS Group"	means the group established pursuant to Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2);
"PDZ Car Club Allocation"	means details as to how the Car Club Contribution is to be allocated across some or all of the PDZs;
"Pedestrian and Cycle Connections"	means the following pedestrian and cycle connections: <ol style="list-style-type: none">1. Monier Road from H14 to Wandsbeck Road roundabout;2. H16 along Stour Road to Smeed Road to Dace Road to Greenway;3. Dace Road to Old Ford Lock;4. Lea Interchange Study;5. Leyton Station Works;6. the link between Bridge H10 and Hackney Wick along Prince Edward Road and Wallis Road to the Hackney Wick Station access ramp; and7. White Post Lane to the Hepscott Road Hackney Wick Station access ramp.
"Pedestrian and Cycle Connection Works"	means: <ol style="list-style-type: none">1. works to improve the Pedestrian and Cycle Connections so as to mitigate the transport impacts of the Development; and2. such other works as may be considered necessary by a Member of the LTG to mitigate the transport impacts of the Development on pedestrian and cycle routes including access to public transport;
"Primary Roads"	means the routes shown dashed purple and dashed pink on the plan contained in Appendix 10;
"Relevant Local Highway Authority"	means the local highway authority for the highway that is the subject of the relevant obligation contained in this Agreement;
"Remaining Funds"	has the meaning assigned to in paragraph 3.3;
"Report"	means a report detailing the Bus Service Enhancements to be carried out by TfL and containing the information required under paragraph 1.4, such

	report to be submitted by TfL to the LPA and the Developer;
"Review Report"	means a report monitoring and reviewing a Sponsored Route Agreement and the provision of the Bus Infrastructure and containing the information required under paragraph 3.1, such report to be submitted by TfL to the LPA and the Developer;
"Scheduled Bus Services"	means bus services primarily controlled by TfL and which are provided at scheduled times in accordance with TfL considerations and requirements and pursuant to the demands of the Development;
"Secondary Roads"	means the routes shown dashed blue and dashed turquoise on the plan contained in Appendix 10;
"Sponsored Route Agreement"	means an agreement between TfL and the LPA in relation to the provision by TfL of Bus Service Enhancements, such agreement to set out the Net SRA Amount and the details of payment of the Net SRA Amount and references to "Sponsored Route Agreement" includes references to any other arrangement or document that may replace or supersede the requirement for such an agreement in the future;
"Stratford Regional Station Contribution"	means the sum of £200,000 (two hundred thousand pounds) (Indexed) to be applied in accordance with paragraph 7.3;
"Stratford Regional Station Works"	means works and measures (including design and feasibility studies) in respect of a new south west entrance to Stratford Regional Station from Carpenter's Road Estate or, in the event such new entrance has been provided or funds have been committed to provide such new entrance, improvements on/to Gibbins Road to access the Stratford Regional Station;
"Unspent OPTEMS Contribution"	means the amount (£) transferred from the OPTEMS Account to the LTG Account on the date the LTG is established to operate in accordance with the provisions of this Schedule 2;
"Zonal Travel Plan"	means a travel plan to be submitted to the LPA pursuant to Condition LCS0.195 in respect of each PDZ.

OPERATIVE PROVISIONS

1. BUS SERVICE ENHANCEMENTS

1.1 LLDC covenants with the LPA and with TfL to pay the Bus Service Enhancement Contribution to the LPA as follows:

1.1.1 £315,000 (Indexed) of the Bus Service Enhancement Contribution on or before Occupation of 700 (seven hundred) Residential Units permitted to be constructed across the Development; and

1.1.2 £65,588 (Indexed) of the Bus Service Enhancement Contribution on or before the first anniversary of the payment made pursuant to paragraph 1.1.1

and each of the payments made pursuant to this paragraph is separately referred to as a "Payment".

1.2 The Developer covenants not to Occupy:

1.2.1 more than 700 (seven hundred) Residential Units permitted to be constructed across the Development unless and until LLDC has made the payment set out in paragraph 1.1.1 above;

1.2.2 any more Residential Units following the anniversary of the date of the payment made pursuant to paragraph 1.1.1 unless and until LLDC has made the payment set out in paragraph 1.1.2 above.

1.3 Within 7 (seven) Working Days of receipt of each Payment (or any part of a Payment), the LPA shall notify TfL in writing of the total amount of the Bus Service Enhancement Contribution that the LPA is holding at the time of such notice.

1.4 TfL may at any time from the Commencement of the Development submit to LLDC and the LPA for consultation (such consultation to be for a minimum of 30 (thirty) Working Days) a Report detailing:

1.4.1 its proposals for the relevant Bus Service Enhancements;

1.4.2 without prejudice to the agreed content of any subsequent Bus Infrastructure Programme, whether such proposals require any Bus Infrastructure;

1.4.3 the estimated cost (gross and net) of such Bus Service Enhancements, including the amount of funding (net) TfL requires from the Bus Service Enhancement Contribution (such amount to be less any Remaining Funds that TfL elects to offset pursuant to paragraph 3.3.1) **PROVIDED THAT** the gross cost of such Bus Service Enhancements cannot be in excess of the amount of the Bus Service Enhancement Contribution being held by the LPA at any one time pursuant to paragraph 1.1 and **FURTHER PROVIDED THAT** in the event that TfL elects to spend (or commit to spend) any amount of the Bus Service Enhancement Contribution pursuant to paragraph 1.10 TfL shall not be restricted by the amount (if any) of the Bus Service Enhancement Contribution held by the LPA at any one time but that the gross cost of such spending or commitment to spend shall not exceed the total amount of the Bus Service Enhancement Contribution or the total amount of that part of the Bus Service Enhancement Contribution that remains due to the LPA pursuant to paragraph 1.1;

1.4.4 the estimated date for when the identified amount of funding (net) from the Bus Service Enhancement Contribution is likely to be required, including whether payments are to be phased; and

1.4.5 the estimated timetable for delivery of such proposals (including any required Bus Infrastructure but without prejudice to the agreed content of any subsequent Bus Infrastructure Programme), taking into account the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and the Planning Permission.

1.5 Following the consultation carried out pursuant to paragraph 1.4, TfL may at any time submit to LLDC and the LPA for consultation (such consultation to be for a minimum of 30 (thirty) Working Days) a draft Sponsored Route Agreement for the proposals detailed in the Report, such draft Sponsored Route Agreement to have regard to any reasonable

written comments submitted to TfL by LLDC and/or the LPA during the consultation on the Report.

- 1.6 Following the consultation carried out pursuant to paragraph 1.5 and where TfL still requires funding from Bus Service Enhancement Contribution for the proposals detailed in the draft Sponsored Route Agreement, TfL and the LPA shall make any amendments they both consider to be reasonably necessary to the draft Sponsored Route Agreement having regard to any reasonable written comments submitted by LLDC.
- 1.7 The LPA will not pay any part of the Bus Service Enhancement Contribution received from LLDC pursuant to paragraph 1.1 to TfL in respect of proposals detailed in a Report unless and until:
- 1.7.1 paragraphs 1.4 to 1.6 (inclusive) have been complied with by TfL (unless TfL has obtained the prior written agreement of the LPA to any amendment to the requirements of paragraphs 1.4 to 1.6); and
- 1.7.2 TfL has entered into a Sponsored Route Agreement with the LPA in respect of such proposals.
- 1.8 The LPA shall pay to TfL the Net SRA Amount as set out in the completed Sponsored Route Agreement on such payment date or dates as set out in the completed Sponsored Route Agreement **PROVIDED THAT** TfL cannot require funds to be paid to it from the Bus Service Enhancement Contribution in excess of the amount of the Bus Service Enhancement Contribution being held by the LPA at any one time pursuant to paragraph 1.1.
- 1.9 TfL may submit such number of Reports and enter into such number of Sponsored Route Agreements as it considers necessary in order to carry out the relevant Bus Service Enhancements **PROVIDED THAT** LLDC cannot be required to pay to the LPA more than the total amount of the Bus Service Enhancement Contribution.
- 1.10 TfL may spend (or commit to spend) sums equal to the whole or a part of the Bus Service Enhancement Contribution for Bus Service Enhancements at any time after the Commencement of the Development irrespective of the amount of the Bus Service Enhancement Contribution held by the LPA at any given time **SUBJECT ALWAYS TO** TfL in advance of spending (or committing to spend) such sums complying with paragraphs 1.4 to 1.6 (inclusive) and entering into a Sponsored Route Agreement with the LPA so as to obtain the prior agreement of the LPA to such spending (or commitment to spend).
- 1.11 LLDC shall provide any information reasonably requested by TfL as soon as reasonably practicable to enable TfL to prepare the Report referred to in paragraph 1.4, such information to include the anticipated delivery of the Bus Routes and any variations made to the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and/or the Planning Permission.
- 1.12 Nothing in this paragraph shall fetter TfL's standard statutory consultation process in relation to Bus Service Enhancements.
- 1.13 Upon the first payment date set out in each completed Sponsored Route Agreement the LPA shall deposit into the LTG Funds the difference between the gross cost of the Bus Service Enhancements to be provided pursuant to the relevant Sponsored Route Agreement and the Net SRA Amount.
2. **BUS INFRASTRUCTURE**
- 2.1 LLDC covenants with the LPA and with TfL that it shall:

- 2.1.1 pay £100,000 (one hundred thousand pounds) (Indexed) from the Bus Infrastructure Contribution to TfL prior to the Occupation of more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development; and
 - 2.1.2 pay ~~£133,818.20~~ £105,818.20 (one hundred and ~~thirty three five~~ thousand eight hundred and eighteen pounds and twenty pence) (Indexed) from the Bus Infrastructure Contribution to TfL prior to the Occupation of more than 2,500 (two thousand five hundred) Residential Units.
- 2.2 The Developer covenants with the LPA and with TfL that it shall not:
- 2.2.1 Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until £100,000 (one hundred thousand pounds) (Indexed) from the Bus Infrastructure Contribution has been paid to TfL pursuant to paragraph 2.1.1; and
 - 2.2.2 Occupy more than 2,500 (two thousand five hundred) Residential Units unless and until ~~£133,818.20~~ £105,818.20 (one hundred and ~~thirty three five~~ thousand eight hundred and eighteen pounds and twenty pence) (Indexed) from the Bus Infrastructure Contribution has been paid to TfL pursuant to paragraph 2.1.2.
- 2.3 TfL, the LPA and LLDC will use Reasonable Endeavours to agree the Bus Infrastructure Programme as soon as reasonably practicable following Commencement of Development.
- 2.4 No later than the Occupation of 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development, TfL, the LPA and LLDC shall agree the Bus Infrastructure Programme **PROVIDED THAT** in the event the anticipated delivery of the Bus Routes changes TfL, the LPA and LLDC shall agree any consequential variations to the Bus Infrastructure Programme as soon as reasonably practicable and having regard to the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and the Planning Permission.
- 2.5 TfL shall spend the Bus Infrastructure Contribution on the Bus Infrastructure in accordance with the Bus Infrastructure Programme (as may be varied in accordance with paragraph 2.4) and on the Bus Infrastructure required for the Bus Service Enhancements the subject of any completed Sponsored Route Agreement and which have been consulted on pursuant to paragraph 1.4.
- 2.6 Further to paragraph 2.5, TfL may spend (or commit to spend) sums equal to the whole or a part of the Bus Infrastructure Contribution for Bus Infrastructure at any time after the Commencement of the Development irrespective of the amount of the Bus Infrastructure Contribution held by TfL at any given time **SUBJECT ALWAYS TO** TfL in advance of spending (or committing to spend) such sums agreeing the Bus Infrastructure Programme with the LPA and LLDC so as to obtain the agreement of the LPA and LLDC to the delivery of the Bus Infrastructure.
- 2.7 The Bus Infrastructure may be provided in any such other locations or in any such other number of locations as agreed in writing between TfL, the LPA and LLDC **PROVIDED THAT** the agreement of TfL, the LPA and LLDC shall not be required where the actual location of the Bus Infrastructure deviates by less than 50m from the locations shown on the drawing contained in Appendix 8 (measured from the closest edges of the yellow markers (with the London Buses symbol within) on the said drawing) and **PROVIDED FURTHER THAT** TfL shall not be required to obtain the agreement of the LPA and LLDC where the actual location of the Bus Infrastructure is not within the Site or the Park.

2.8 Access and Use

2.8.1 The Developer shall, if requested by TfL, in respect of Bus Routes on unadopted roads:

- (a) grant TfL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL to enable all necessary access to install, clean, maintain and periodically replace the Bus Infrastructure;
- (b) permit TfL and its agents, at no cost to TfL, to operate Scheduled Bus Services, set down and pick up passengers at designated bus stops and on bus stands within the Development, and will grant TfL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL, to facilitate the same; and
- (c) permit people to access the carriageways and footways within the Development at all times for the purposes of boarding and alighting Scheduled Bus Services.

2.8.2 The Developer shall, in respect of unadopted Bus Routes:

- (a) maintain in good working order the Bus Routes on unadopted roads (including bus stops and bus stands) within the Development such that they remain suitable for safe use by Scheduled Bus Services (and associated passengers and drivers); and
- (b) make available for use at all times by Scheduled Bus Services the unadopted Bus Routes within the Development (except when required to be closed for the purposes of an emergency, maintenance (in relation to which TfL is notified in writing 20 Working Days in advance) or as otherwise agreed in writing by the LPA in consultation with TfL).

3. TFL'S REVIEW REPORT TO THE LPA AND LLDC

3.1 TfL shall submit to the LPA and LLDC and the LTG a Review Report every 12 (twelve) months, the first Review Report to be submitted on the earlier of (a) the 12 (twelve) month anniversary of TfL and the LPA entering into the first Sponsored Route Agreement and (b) the 12 month anniversary of the start of the Bus Infrastructure Programme and the last report to be submitted on the later of (1) 4 (four) weeks after the expiration of the last Sponsored Route Agreement and (2) 4 (four) weeks after the conclusion of the Bus Infrastructure Programme.

3.2 Each Review Report to contain the following information:

- 3.2.1 progress in delivering the Bus Service Enhancements set out in the Sponsored Route Agreement, such progress to be compared against the timetable for delivery of such enhancements set out in the Report;
- 3.2.2 progress in delivering the Bus Infrastructure required for the Bus Service Enhancements, such progress to be compared against the Bus Infrastructure Programme;
- 3.2.3 details of TfL's expenditure (both actual and committed) for the previous 12 (twelve) month period of the amount received from the Bus Service Enhancement Contribution in respect of the Sponsored Route Agreement the subject of the Review Report;

- 3.2.4 details of TfL's expenditure (both actual and committed) for the previous 12 (twelve) month period of the amount received from the Bus Infrastructure Contribution and applied to delivering the Bus Infrastructure required for the Bus Service Enhancements;
 - 3.2.5 details of TfL's forecast spend for the forthcoming 12 (twelve) month period of the amount received from the Bus Service Enhancement Contribution in respect of the Sponsored Route Agreement the subject of the Review Report; and
 - 3.2.6 details of TfL's forecast spend for the forthcoming 12 (twelve) month period of the amount received from the Bus Infrastructure Contribution and forecast to be applied to delivering the Bus Infrastructure required for the Bus Service Enhancements.
- 3.3 In the event that the final Review Report submitted to the LPA in respect of any Sponsored Route Agreement identifies unspent and/or uncommitted funds from the Bus Service Enhancement Contribution and/or the Bus Infrastructure Contribution ("**Remaining Funds**"),
- 3.3.1 where there is to be a proceeding Sponsored Route Agreement, TfL may elect to retain such Remaining Funds to offset such Remaining Funds from any future funding (net) that it requires from the Bus Service Enhancement Contribution; or
 - 3.3.2 where this is no proceeding Sponsored Route Agreement or where TfL does not make an election pursuant to paragraph 3.3.1, TfL shall pay the Remaining Funds to the LPA together with associated interest (such interest to be calculated in respect of each part of the Bus Service Enhancement Contribution paid by the LPA to TfL from the date of receipt of such part until the date of payment by TfL to the LPA) within 20 (twenty) Working Days of submitting the Review Report to the LPA pursuant to paragraph 3.1.
- 3.4 In the event that the LPA receives any Remaining Funds from TfL pursuant to paragraph 3.3, the LPA shall add such Remaining Funds to the LTG Funds by depositing the Remaining Funds into the LTG Account for the LTG to apply in accordance with LTG Operating Procedures (having regard to the Outline Site Wide Phasing Plan, the Development Parcel Phasing Plans and the Planning Permission).
- 3.5 In the event that on the fifth anniversary of the Completion of the Development the LPA holds all or part of the Bus Service Enhancement Contribution paid to it by the Developer pursuant to paragraph 1.1 that is not otherwise committed funds under a completed Sponsored Route Agreement, the LPA shall add such funds to the LTG Funds by depositing such funds into the LTG Account for the LTG to apply in accordance with LTG Operating Procedures (having regard to the Outline Site Wide Phasing Plan, the Development Parcel Phasing Plans and the Planning Permission).
- 4. CONTROLLED PARKING ZONES AND ADOPTION OF ROADS**
- 4.1 The Developer shall notify the LPA in writing in the event any roads that form part of the Development are to be dedicated as highway maintainable at the public expense and shall use Reasonable Endeavours to secure the adoption of such roads as highway maintainable at the public expense by entering into such necessary agreements as may be required by the Relevant Local Highway Authority.
 - 4.2 The Developer covenants to pay the CPZ Contribution to the Relevant Local Highway Authority in accordance with the terms of any agreement entered into under section 38 of the Highways Act 1980 or under any other enabling legislation.

4.3 For the avoidance of doubt save where expressly stated to the contrary in respect of specific roads, nothing in this Agreement shall be taken as evidence of the Developer's intention to dedicate any road that forms part of the Development.

5. **CAR CLUB**

5.1 At the same time as submitting the site wide car parking management strategy to the LPA for approval pursuant to Condition LCS0.204, the Developer shall also submit to the LPA for Approval:

5.1.1 the PDZ Car Club Allocation;

5.1.2 the options of the financial incentives and other measures on which the PDZ Car Club Allocation could be spent to encourage residents and occupiers of the Development to use the Car Club;

5.1.3 details as to how the PDZ Car Club Allocation and the options of the financial incentives and other measures are to be reviewed to enable the most effective use of the Car Club Contribution to encourage residents and occupiers of the Development to use the Car Club

(together the "**Car Club Details**").

5.2 The Developer shall not Occupy any Residential Units across the Development until the LPA has Approved the Car Club Details.

5.2.A At any time after the LPA has Approved the Car Club Details the Developer may submit revised Car Club Details including a revised PDZ Car Club Allocation for Approval PROVIDED THAT it shall not submit such details for approval more than once every 12 months.

5.3 In respect of each PDZ, subject to paragraph 5.5, from Occupation of any Residential Units in that PDZ the Developer shall use Reasonable Endeavours to enter into a contract for a Car Club for that PDZ on commercially viable terms with an operator who has experience of running similar schemes.

5.4 In the event the Developer does enter into a contract with a car club operator and the PDZ the subject of the Car Club is identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details, the Developer shall, subject to paragraph 5.8, spend that PDZ Car Club Allocation on one or more of the financial incentives or other measures identified in the Approved Car Club Details.

5.5 In the event that the use of Reasonable Endeavours to enter into a contract for a Car Club in any PDZ in accordance with paragraph 5.3 does not result in completion of a contract with a car club operator as at the Occupation of 50% of the Residential Units in that PDZ, the Developer shall submit a detailed written statement to the LPA for Approval explaining why a contract for the Car Club has not been entered into (the "**Car Club Statement**") and the obligation in paragraph 5.3 shall fall away upon the Approval of the Car Club Statement.

5.6 Where a Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5 is to be Approved and the PDZ the subject of such Car Club Statement is identified in the Approved Car Club Details as having a PDZ Car Club Allocation, the Approval to the Car Club Statement shall either:

5.6.1 state that that PDZ Car Club Allocation is to be redistributed to other PDZs identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details; or

- 5.6.2 identify the measures detailed in the Zonal Travel Plan for that PDZ on which the PDZ Car Club Allocation for that PDZ is to be spent together with a timetable for the implementation of those measures **PROVIDED THAT** the cost of such measures shall not exceed the amount of the PDZ Car Club Allocation for the applicable PDZ.
- 5.7 Where the Approval to the Car Club Statement (such Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5) identifies measures on which the applicable PDZ Car Club Allocation is to be spent (pursuant to paragraph 5.6.2), the Developer shall spend such PDZ Car Club Allocation on the identified measures in accordance with the timetable for implementation as set out in the Approval.
- 5.8 The Developer and the LPA may agree that where an amount less than a PDZ Car Club Allocation is needed on one or more of the financial incentives or other measures identified in the Approved Car Club Details in respect of any Car Club in any PDZ, the relevant PDZ Car Club Allocation shall be so reduced and the amount not spent shall:
- 5.8.1 be redistributed to other PDZs identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details; or
- 5.8.2 the LPA and the Developer shall identify measures detailed in the Zonal Travel Plan for that PDZ on which such amount is to be spent together with a timetable for the implementation of those measures and the Developer shall spend such amount on the identified measures in accordance with the timetable for implementation as set out in the Approval.

6. **CARPENTER'S LAND BRIDGE**

[Not used.]

7. **LTG – ESTABLISHMENT AND CONTRIBUTIONS**

7.1 **Establishment of the LTG**

- 7.1.1 LLDC covenants with the LPA and with TfL that by no later than 31 December 2012 it shall, at its sole expense, establish and thereafter operate the LTG in accordance with the LTG Operating Procedures.
- 7.1.2 The Developer covenants with the LPA and with TfL that it shall not submit the first ZMP for the Development unless and until the LTG has been established in accordance with paragraph 7.1.1.
- 7.1.3 The LPA hereby approves the LTG as the replacement group to the OPTEMS Group and in accordance with Part B of Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2) upon the date the LTG is established pursuant to paragraph 7.1.1 the OPTEMS Group shall cease to operate and the LTG shall inherit the Unspent OPTEMS Contribution and such aims and objectives of the OPTEMS Group as are detailed in the LTG Operating Procedures.
- 7.1.4 LLDC covenants with the LPA and with TfL that it shall use Reasonable Endeavours to ensure that the LTG shall exist from its establishment until 31 December 2031 (unless otherwise agreed with the LPA to either bring

forward this date or to extend this date) and the LPA shall endeavour in good faith to support LLDC in this respect.

7.2 The LTG Account

7.2.1 Mechanics for draw down from the LTG Account

- (a) Within 10 (ten) Working Days of 28th September 2012 the LPA shall set up the LTG Account on the following terms:
 - (i) in the name of the LPA;
 - (ii) to be of a kind that attracts interest at no less than the rate that can be secured for deposits on the London Interbank Market for withdrawal at one month's notice; and
 - (iii) two signatories to be nominated who may sign for withdrawals from the LTG Account.
- (b) Monies shall from time to time be drawn down from and paid out of the LTG Account in order to make payments under paragraph 7.6.
- (c) The LPA shall request from the institution administering the LTG Account that they send an itemised statement detailing all interest accruing to and all payments out of the LTG Account monthly to both LLDC (for the attention of: General Counsel) and to the LPA (for the attention of: the Director of Planning Decisions).
- (d) The interest accruing in the LTG Account will form part of the LTG Funds.
- (e) Draw down from and payments out of the LTG Account shall be by the instruction of the LPA requiring one of the two signatures nominated under paragraph 7.2.1(a)(iii).

7.2.2 Closure of the LTG Account

- (a) Subject to the provisions in paragraph 7.2.2(b) and unless otherwise agreed between the LPA and LLDC, the LTG Account shall be closed on LTG ceasing to exist pursuant to paragraph 7.1.4.
- (b) If the LTG ceases to exist pursuant to paragraph 7.1.4 and at such date LTG Funds remain unspent and uncommitted, such remaining and uncommitted LTG Funds shall be spent or committed by agreement between the Members of the LTG (having due regard to the aims and objectives of the LTG as set out in the LTG Operating Procedures) **PROVIDED THAT** if such agreement cannot be reached within a period of 6 (six) months from the date the LTG ceases to exist such spending and commitment shall be determined by the LPA and LLDC having due regard to the aims and objectives of the LTG as set out in the LTG Operating Procedures and upon the LTG Account ceasing to have a credit balance of more than £1 (£one pound) following the re-allocation of the remaining LTG Funds in accordance with this paragraph, the LTG Account shall be closed.

7.3 Stratford Regional Station

- 7.3.1 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until it has deposited into

the LTG Account **£50,000** (fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution to enable a Member or Members of the LTG to apply to the LTG for funds so as to contribute to the design work on the Stratford Regional Station Works, such draw down of funds to be requested pursuant to paragraph 7.6 and to be capped at £50,000 (Indexed).

- 7.3.2 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account **£150,000** (one hundred and fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution to be applied for the purpose of the Stratford Regional Station Works.
- 7.3.3 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until **£50,000** (fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.3.1.
- 7.3.4 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until **£150,000** (one hundred and fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.3.2.

7.4 Hackney Wick Station

- 7.4.1 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited the Hackney Wick Station Contribution into the LTG Account to be applied for the purpose of the Hackney Wick Station Works.
- 7.4.2 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until the Hackney Wick Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.4.1.

7.5 Offsite Junctions and Connections

- 7.5.1 LLDC covenants with the LPA and with TfL that it shall not:
- (a) Occupy more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account **£500,000** (five hundred thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of:
 - (i) the Leyton Station Works (of which no more than £50,000 (fifty thousand pounds) (Indexed) shall be applied);
 - (ii) Lea Interchange Study (of which no more than £50,000 (fifty thousand pounds) (Indexed) shall be applied); and
 - (iii) such other works forming the Off Site Junction Works and the Pedestrian and Cycle Connection Works;

- (b) Occupy more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account ~~£785,174.42~~ £752,295.84 (seven hundred and ~~eighty five~~ fifty two thousand ~~one two~~ hundred and ~~seventy four~~ ninety five pounds and ~~forty two~~ eighty four pence) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of the Offsite Junction Works and the Pedestrian and Cycle Connection Works; and
- ~~(c) — Occupy more than 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account [£137,943.14 (one hundred and thirty seven thousand nine hundred and forty three pounds and fourteen pence)] (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of the Offsite Junction Works and the Pedestrian and Cycle Connection Works.~~

(c) [Not used].

7.5.2 The Developer covenants with the LPA and with TfL that it shall not Occupy:

- (a) more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until **£500,000** (five hundred thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(a);
- (b) more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until ~~£785,174.42~~ £752,295.84 (seven hundred and ~~eighty five~~ fifty two thousand ~~one two~~ hundred and ~~seventy four~~ ninety five pounds and ~~forty two~~ eighty four pence) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(b); and
- ~~(c) — more than 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development unless and until £137,943.14 (one hundred and thirty seven thousand nine hundred and forty three pounds and fourteen pence) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(c).~~

(c) [Not used].

7.5.3 At least £1,000,000 (one million pounds) (Indexed) from the Offsite Junctions and Connections Contribution is to be applied for the purposes of the Pedestrian and Cycle Connections.

7.6 Payments from the LTG Account

- 7.6.1 Payments from the LTG Funds will be made by the LPA from the LTG Account in accordance with the provisions of this paragraph 7.6 and, at all times, in accordance with the procedure set out at paragraph 7.2.1.
- 7.6.2 Within 10 (ten) Working Days of receipt by the LPA of a request in writing from any Member(s) of the LTG ("**Requesting Member**") for payment from the LTG Funds of:
- (a) part or all of the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution and/or the Stratford Regional Station Contribution for the purpose of any works or measures of any kind for which contributions have been made pursuant to this Schedule 2; and/or
 - (b) part or all of the Unspent OPTEMS Contribution for the purpose of achieving the aims and objectives of the LTG as set out in the LTG Operating Procedures; and/or
 - (c) part or all of any other deposits made pursuant to this Schedule 2 for the purpose of achieving the aims and objectives of the LTG as set out in the LTG Operating Procedures

the LPA agrees that it shall (subject to receiving the approvals from the LTG required pursuant to paragraph 7.6.3 and subject to paragraphs 7.6.4 and 7.6.6) pay to the Requesting Member from the LTG Account the amounts payable in respect of that request.

- 7.6.3 Payments from the LTG Funds will be paid subject to the Requesting Member having first submitted to, and received approval from, the LTG the following:
- (a) detailed proposals for the works or measures to be carried out; and
 - (b) a cost plan setting out the costs of the proposed works or measures (including designing the works or measures, any associated works to services and/or utilities, professional fees and the costs of tendering and entering into any contract in respect of the works or measures); and
 - (c) the programme for carrying out the works or measures.
- 7.6.4 Payments from the LTG Funds will be paid subject to:
- (a) in respect LTG approval being given for requests of part or all of the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution and/or the Stratford Regional Station Contribution, the payments being phased so that they are made only as required to meet the transport needs of the Development (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);
 - (b) in respect LTG approval being given for requests of part or all of the Unspent OPTEMS Contribution, the payments being phased so that they are made only as required by need (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);

- (c) in respect LTG approval being given for requests of part or all of any other deposits made pursuant to this Schedule 2, the payments being phased so that they are made only as required by need (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);
 - (d) the LPA not being required to pay to the Requesting Member:
 - (i) in respect of Requesting Members applying for funds from the Stratford Regional Station Contribution, an amount that, taken in aggregate with any other payments made from the Stratford Regional Station Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.3 (including any interest applied to such amount);
 - (ii) in respect of Requesting Members applying for funds from the Hackney Wick Station Contribution, an amount that, taken in aggregate with any other payments made from the Hackney Wick Station Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.4 (including any interest applied to such amount); and
 - (iii) in respect of Requesting Members applying for funds from the Offsite Junctions and Connections Contribution, an amount that, taken in aggregate with any other payments made from the Offsite Junctions and Connections Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.5 (including any interest applied to such amount and any additions to the Offsite Junctions and Connections Contribution pursuant to paragraphs 7.6.10 and 7.6.11).
 - (e) reasonable evidence being provided to the LPA that all necessary third party and other consents have either been obtained or that there is a reasonable prospect of such third party and other consents being obtained.
- 7.6.5 Where funds in excess of the Stratford Regional Station Contribution (or the cap in paragraph 7.3.1) or the Hackney Wick Station Contribution or the Offsite Junctions and Connections Contribution (or the caps set out in paragraphs 7.5.1(a)(i) and 7.5.1(a)(ii)) are needed in respect of Stratford Regional Station Works, Hackney Wick Station Works or the Offsite Junction Works and the Pedestrian and Cycle Connection Works (as applicable), a Requesting Member may apply, and the LTG may approve, for such excess funds to be committed from the Unspent OPTEMS Contribution and/or any other deposits made pursuant to this Schedule 2.
- 7.6.6 Where funding is required by a Requesting Member to procure any initial design, consultation or feasibility studies before it can receive any necessary third party and other consents or otherwise implement the requirements of paragraphs 7.6.2, 7.6.3 and 7.6.4 then the LPA shall make an initial payment from the LTG Account to that Requesting Member in respect of that Requesting Member's reasonable estimated costs in respect of such design, consultation or feasibility studies.
- 7.6.7 All Requesting Members who receive funding from the LTG Funds in accordance with this paragraph 7.6 shall report to the LTG on and provide substantiation of

its actual incurred costs within a reasonable period (not to exceed three months) following implementation of the agreed measure(s) in respect of which such funding was provided. In the event that a surplus of funding from the LTG Funds received is identified through this process of substantiation, such surplus shall be deducted from any funding for future measures to be undertaken by that Requesting Member **OR** if there are no such future planned measures identified within 12 (twelve) months of such surplus being notified to that Requesting Member by the LPA, such Requesting Member shall refund the relevant part of the LTG Funds (with any accrued interest on the amount thereon) within 20 (twenty) Working Days of written demand and such sum shall be returned to the LTG Funds and credited against relevant contribution or deposit from which it was originally deducted.

- 7.6.8 If within 12 months of receiving funding from the LTG Funds in accordance with this paragraph 7.6 a Requesting Member has not implemented the works or measures for which it has received funding, the Requesting Member is to repay all such unspent and uncommitted funding to the LPA together with associated Interest within 20 (twenty) Working Days of the first anniversary of receiving the funding and the LPA shall return such funding to the LTG Funds and credit it against the relevant contribution or deposit from which it was originally deducted.
- 7.6.9 Any funding provided to a Requesting Member pursuant to this paragraph 7.6 shall be made subject to the requirements in paragraphs 7.6.7 and 7.6.8 and with a requirement that the Requesting Member shall provide to LLDC an annual report on the delivery and progress of the works or measures for which it has received funding together with a breakdown of how much of the received funding it has spent and/or committed to delivering and progressing such works or measures.
- 7.6.10 In the event that by 2025 or the date that the LPA, TfL and LLDC agree that the Hackney Wick Station Works do not have a realistic prospect of being progressed (whichever is the earlier) all or part of the Hackney Wick Station Contribution remains uncommitted, such amount that remains uncommitted shall be added to the Offsite Junctions and Connections Contribution.
- 7.6.11 In the event that by 2025 or the date that the LPA, TfL and LLDC agree that the Stratford Regional Station Works are not likely to proceed (whichever is the earlier) all or part of the Stratford Regional Station Contribution remains uncommitted, such amount that remains uncommitted shall be added to the Offsite Junctions and Connections Contribution.
- 7.6.12 Where funding is required by LLDC to prepare any monitoring and review reports that are agreed between LLDC and LTG pursuant to paragraph 8.4, then the LPA shall pay from the LTG Account to LLDC the reasonable costs incurred by LLDC in preparing such monitoring and review reports

8. **MONITORING AND REVIEW**

- 8.1 In order to monitor the delivery and progress of transport mitigation schemes, LLDC shall produce and submit to the LTG an annual review of the implementation, status and costs of the transport mitigation schemes that have received funding from the LTG Funds, such annual review to be collated from the reports submitted to LLDC from the Requesting Members pursuant to paragraph 7.6.9.
- 8.2 Each annual review required pursuant to paragraph 8.1 shall be provided by LLDC to the LTG no later than 2 (two) months prior to each anniversary of the first LTG meeting.
- 8.3 By 31 December 2018 (or on such other date as may be agreed with the LPA), LLDC shall use reasonable endeavours to produce and submit to the LPA and the LTG a traffic flow data report, such report to contain as a minimum the following information:

8.3.1 Peak AM and PM weekday periods (07.00 to 10.00 and 16.00 to 19.00) traffic flow data (sources and methodology to be agreed in advance with the Local Planning Authority) for a period of two weeks (excluding school holidays) on key highway links at locations to be agreed with the LPA, to include, so far as reasonably practicable:

- (a) the Primary Roads within the Site;
- (b) the Secondary Roads within the Site;
- (c) the entry routes into the Site which may include:
 - (i) Temple Mill Lane (North and East);
 - (ii) Waterden Road/Lea Interchange;
 - (iii) White Post Lane;
 - (iv) Monier Road; and
 - (v) Marshgate Lane/Pudding Mill Lane
- (d) Leyton Road to the east of the Development; and

8.3.2 Department of Transport and TfL permanent count locations summary local to the Development to the extent available.

8.4 LLDC shall prepare the traffic flow data report required pursuant to paragraph 8.3 at its sole expense.

9. APPROVAL

9.1 The LPA shall confirm whether or not it approves the Car Club Details and the Car Club Statement within:

9.1.1 20 (twenty) Working Days of receipt of such Car Club Details and the Car Club Statement from the Developer; or

9.1.2 where the LPA decides that it needs to report such Car Club Details and/or the Car Club Statement to its planning committee, 40 (forty) Working Days of receipt of such Car Club Details and/or the Car Club Statement

PROVIDED THAT where paragraph 9.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of the Car Club Details and the Car Club Statement and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve the Car Club Details and/or the Car Club Statement the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 3

AFFORDABLE HOUSING

RECITALS

- (A) The Original Planning Application seeks planning permission for up to 641,817m² of residential floorspace for a range of Market Housing Units, Affordable Rented Units, Social Rented Units and Intermediate Units proposed to be built in phases across seven Planning Delivery Zones as the Development proceeds.
- (B) The LPA and the Developer share the objective of providing an inclusive and sustainable residential community combining Market Housing Units and Affordable Housing at the Development as part of the overall strategy to create a mixed and sustainable development.
- (C) The LPA and the Developer have agreed that (i) not less than 35% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units, ~~subject to the operation of the viability review mechanism in Schedule 15~~ and (ii) the aforementioned minimum provision of 35% Affordable Housing Units was calculated without taking account of the increase in the provision of Affordable Housing Units in Planning Delivery Zones 4 and 5 secured as a result of application reference 20/00197/NMA meaning that the minimum provision secured by this Schedule is actually higher than 35%.
- (D) It has been agreed that within Planning Delivery Zone 6 not less than 28% of all Residential Units will be provided as Affordable Housing and in Planning Delivery Zones 4 and 5 not less than 34% of all Residential Units will be provided as Affordable Housing. ~~Elsewhere the operation of the viability review mechanism will determine the proportion of Residential Units to be provided as Affordable Housing, to be agreed between the Developer and the LPA, subject always that not less than 20% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units.~~

DEFINITIONS

"Affordability Criteria"		means as defined in Schedule 15 [not used]
"Affordable Housing"		means housing provided to eligible households whose needs are not met by the market
"Affordable Contract"	Housing	means a binding contract between the Developer and an Affordable Housing Provider for the construction and Transfer of Affordable Housing Units to the Affordable Housing Provider
"Affordable Provider"	Housing	means a provider of Affordable Housing Approved in respect of the relevant PDZ or SPDZ (as applicable) or deemed to be approved pursuant to paragraph 7
"Affordable Tenancy"	Housing	means a tenancy entered into in respect of each Social Rented Unit, Affordable Rented Unit and London Affordable Rented Unit between the tenant and the Affordable Housing Provider
"Affordable Housing Units"		means the Residential Units to be provided as Affordable Housing pursuant to this Schedule
"Affordable Rented Units"		means Affordable Housing Units to be made available by an Affordable Housing Provider to households who are eligible for social rented housing at rents no more than the

	percentage of Market Rent to be calculated in accordance with paragraph 6.2 or 6.3
"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 17 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly
"Development Parcel Phasing Plan"	means a plan to be approved pursuant to Condition LCS0.50 identifying the sequence and projected programme for the build out of the relevant PDZ or SPDZ (as applicable) and each Development Parcel (within the relevant PDZ or SPDZ)
"East London Housing Sub-Region"	means the City of London and the London Boroughs of Barking and Dagenham, Hackney, Havering, Redbridge, Newham, Waltham Forest and Tower Hamlets or any successor body or group of boroughs that may replace them from time to time
"Eligible Households"	means: (a) in relation to Shared Ownership Units and other Intermediate Units for sale only households whose annual income is less than £90,000; and (b) in relation to Intermediate Units for rent only households whose annual income is less than £60,000 or such other upper limit or income range for intermediate housing as may be updated in the London Plan and the London Plan Annual Monitoring Report
"Family Housing"	means Residential Units with three or more bedrooms
"First PDZ"	[Not used]
"Grant Funding"	means any capital funding provided by the HCA, GLA or any other public body for the delivery of Affordable Housing
"HCA"	means the Homes and Communities Agency of 110 Buckingham Palace Road, London, SW1W 9SA or such successor body for the time being having or being entitled to exercise the powers now conferred on such agency at 28th September 2012
"HomeBuy Agent"	[Not used]
"Households on Intermediate Incomes"	[Not used]
"Households on Lower Intermediate Incomes"	[Not used]
"Households on Upper Intermediate Incomes"	[Not used]

"Intermediate Units"	means Affordable Housing Units for sale and rent provided at a cost above social rent but below market levels to be provided as: (a) Shared Equity Units; and (b) Shared Ownership Units or such other form of intermediate housing as may be agreed by the Developer and the LPA
"London Affordable Rented Units"	means Affordable Housing Units provided by an Affordable Housing Provider that have the same characteristics as Social Rented Units but which are not required to be let at Target Rents but are instead subject to other rent controls requiring the units to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at rents that are: (a) including service charges, up to 80% of local market rents; and (b) excluding service charges, no higher than the benchmark rents published by the GLA in accordance with "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any updated or replacement guidance
"London Legacy Development Corporation"	means in this Schedule only the London Legacy Development Corporation and any successor regeneration authority and not any successor in title to the Site or any part thereof
"Lower Cost Rented Units"	means the Social Rented Units and the London Affordable Rented Units
"Market Housing Units"	means Residential Units which are not Affordable Housing and in PDZ4 and PDZ5 shall include Private Rented Units
"Market Rent"	means the rent as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors being a chartered valuation surveyor appointed by the Developer owing a duty of care to the LPA and acting in an independent capacity in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation —Professional Standards (the Red Book) March 2012 as may be updated from time to time
"Market Value"	means the market value as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors being a chartered valuation surveyor appointed by the Developer owing a duty of care to the LPA and acting in an independent capacity in accordance with the Royal Institute of Chartered Surveyors Valuation —Professional Standards (the Red Book) March 2012 as may be updated from time to time
"Nominating Body"	means each of the bodies referred to in paragraph 11.1.1

"Nominations Agreement"	means an agreement between an Affordable Housing Provider and the Nominating Body containing arrangements for the initial and subsequent selection and prioritisation of tenants or occupiers of Affordable Housing Units
"Private Rented Units"	means those Market Housing Units that are rented out at Market Rent
"Residential Units"	means the residential units provided as part of the Development
"Second PDZ"	[Not used]
"Service Level Agreement"	[Not used]
"Shared Equity Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of the equity (being not less than 30% and not more than 80% and subject to an initial average equity share across all such units at the Development being not less than 60%) is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider without rent being charged in respect of the retained equity and, unless otherwise agreed by the LPA and the Developer, on terms that entitle the purchaser to acquire up to 80% of the equity through Staircasing
"Shared Ownership Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of equity is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% of the equity through Staircasing
"Sheltered Housing Facility"	shall have the meaning ascribed to it in Schedule 5 [Not used]
"Social Rented Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider at Target Rents to be determined through the national rent regime
"Staircasing"	means the purchase by the owner of additional equity in a Shared Ownership Unit or a Shared Equity Unit
"Target Rents"	means target rents as published from time to time by the HCA (or such other body as may replace the HCA having the responsibility of setting target rents for social housing)
"Transfer"	means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Local Planning Authority

OPERATIVE PROVISIONS

1. QUANTUM OF AFFORDABLE HOUSING

- 1.1 ~~Subject to the operation of the viability review mechanism pursuant to Schedule 15 not~~ Not less than 35% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units.
- 1.2 Not less than 28% of the total number of Residential Units constructed in PDZ6 shall be provided as Affordable Housing Units.
- 1.3 ~~Subject to the operation of the viability review mechanism pursuant to Schedule 15 and~~ ~~other~~ Other than in PDZ4, PDZ5 and PDZ6 the following percentages of the total number of Residential Units constructed in each PDZ or SPDZ (as applicable) shall be provided as Affordable Housing Units:

PDZ/SPDZ:	Percentage of Residential Units
8A	35%
12	53%

PROVIDED THAT nothing in this paragraph 1.3 shall prevent the Developer from providing Affordable Housing Units in each PDZ or SPDZ (as applicable) in excess of the above percentages.

- 1.3A.1 Subject to 1.3A.2 not less than thirty four percent (34%) of the total number of Residential Units constructed in each of PDZ4 and PDZ5 shall be provided as Affordable Housing Units and no viability review (~~as set out in Schedule 15~~) shall be carried out in respect of PDZ4 or PDZ5, **PROVIDED THAT** nothing in this paragraph 1.3A.1 shall prevent the Developer from providing Affordable Housing Units in excess of the percentage stated in this paragraph 1.3A.1.
- 1.3A.2 It is agreed that PDZ 5 may provide between thirty three percent (33%) and thirty four percent (34%) of the total number of Residential Units constructed in PDZ5 as Affordable Housing Units **PROVIDED THAT** the percentage of Residential Units constructed and provided in PDZ4 as Affordable Housing Units is increased proportionately to ensure that across PDZ4 and PDZ5 not less than thirty four percent (34%) of the total number of Residential Units constructed shall be provided as Affordable Housing Units.
- 1.3A.3 Not used.

~~1.4 Notwithstanding the operation of the viability review mechanism pursuant to Schedule 15:~~

1.4 It is agreed that the following shall apply:

- 1.4.1 not less than 20% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units, such minimum to be applied across the Development in accordance with paragraphs 1.4.2 to 1.4.4 below;
- 1.4.2 following the approval of each ZMP or SZMP by the LPA pursuant to Condition LCS0.1, the percentage of Affordable Housing Units approved pursuant to all approved ZMPs and SZMPs shall be not less than 20% (and in the case of all approved ZMPs and SZMPs for PDZ4 and PDZ5 not less than 30%) of the total number of Residential Units so approved, and the parties agree that the LPA shall be entitled to refuse any ZMP or SZMP which if approved would not comply with this paragraph;
- 1.4.3 following the approval of each Reserved Matters application pursuant to Condition LCS0.27, the percentage of Affordable Housing Units approved pursuant to all Reserved Matters Approvals shall be not less than 20% (and in the case of all Reserved Matters Approvals for PDZ4 and PDZ5 not less

than 30%) of the total number of Residential Units so approved, and the parties agree that the LPA shall be entitled to refuse any Reserved Matters Application which if approved would not comply with this paragraph; and

- 1.4.4 based on the Outline Site Wide Phasing Plan as amended pursuant to application 14/00035/AOD and approved on 11 August 2014 and other than in PDZ4, PDZ5 and PDZ6, not less than the following ~~percentages~~ percentage of the total number of Residential Units constructed in ~~each PDZ or SPDZ (as applicable)~~ PDZ12 shall be provided as Affordable Housing Units:

PDZ/SPDZ	Percentage of Residential Units
8A	28%
12	15%

PROVIDED THAT in the event that approved amendments to the Outline Site Wide Phasing Plan and/or any Development Parcel Phasing Plan change the sequence of Development the Developer may submit to the LPA for Approval a revised version of the above table which, once Approved, shall replace the table in this paragraph 1.4.4 and FOR THE AVOIDANCE OF DOUBT the provisos shall apply without prejudice to paragraphs 1.4.1 to 1.4.3 which shall always apply.

2. TENURE

- 2.1 Save for PDZ4 and PDZ5 ~~and subject to the operation of the viability review mechanism pursuant to Schedule 15~~ the tenure of the Affordable Housing Units shall be provided in the following proportions:

Tenure	Percentage of Affordable Housing Units
Social Rented Units	30%
Affordable Rented Units	30%
Intermediate Units	40%

- 2.2 The tenure of the Affordable Housing Units in PDZ 6 shall be provided in the following proportions (stated as a proportion of Residential Units in PDZ6):

PDZ	Social Rented Units	Affordable Rented Units	Intermediate Units
6	8.5%	8.5%	11%

- 2.3 ~~Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ4, PDZ5 and PDZ6 the~~ The tenure of the Affordable Housing Units in ~~each PDZ or SPDZ (as applicable)~~ PDZ12 shall be provided in the following proportions (stated as a percentage of Residential Units in ~~that PDZ or SPDZ~~ 12):

PDZ/SPDZ	Social Rented Units	Affordable Rented Units	Intermediate Units
8A	11%	11%	12%
12	15%	15%	23%

- 2.3A The tenure of the Affordable Housing Units in PDZ4 and PDZ5 shall be provided in the following proportions (stated as a percentage of the Residential Units in the relevant PDZ):

PDZ	Social Rented Units	London Affordable Rented Units	Affordable Rented Units	Intermediate Units
PDZ4 and PDZ5	11%	3%	9%	11%

3. **UNIT SIZE MIX**

3.1 The Affordable Housing Units in PDZ6 shall comprise the following unit size mix:

Affordable Housing tenure type	studio, 1 & 2 bed units	Family Housing
Social Rented	15%	85%
Affordable Rented	15%	85%
Intermediate	38%	62%

3.2 ~~Subject to the operation of the viability review mechanism pursuant to Schedule 15 the~~ following Site Wide ranges of unit size mix shall apply to ~~PDZ8 and~~ PDZ12, the precise mix ~~for each PDZ or SPDZ (as applicable) (which shall be in the ranges set out below)~~ to be approved by the LPA as part of the ZMP for ~~each PDZ or SZMP for each SPDZ (as applicable)~~ the PDZ:

Affordable Housing tenure type	Site wide ranges of unit size mix	
	studio, 1 & 2 bed units	Family Housing
Social Rented Unit	39%-43%	57%-61%
Affordable Rented Unit	39%-43%	57%-61%
Intermediate Unit	82%-87%	13%-18%

3.2A In respect of the PDZ4, the Affordable Housing Units shall be provided within the following ranges of unit size mix, the precise mix (in the ranges set out below) to be set out in the ZMP and approved by the LPA pursuant to condition LCS0.1:

	Studio, 1 & 2 bed units	Family Housing
Social Rented Unit	40%-51%	49%-60%
Affordable Rented Unit	21%-42%	58%-79%
London Affordable Rented Unit	30-52%	48-70%
Intermediate Unit	82%-100%	0%-18%

3.2A.1 In respect of PDZ5, the Affordable Housing Units shall be provided within the following ranges of unit size mix, the precise mix (in the ranges set out below) to be set out in the ZMP and approved by the LPA pursuant to condition LCS0.1:

	Studio, 1 & 2 bed units	Family Housing
Social Rented Unit	39%-64%	36%-61%
Affordable Rented Unit	34%-59%	41%-56%
London Affordable Rented Unit	28-50%	50-72%
Intermediate Unit	76%-87%	13%-24%

4. **GENERAL**

- 4.1 Where in this Schedule the number of Affordable Housing Units of any particular tenure, size or mix is specified as a percentage the actual number of Affordable Housing Units of that tenure, size or mix to be provided will be the number of whole units that is as near as arithmetically possible to the specified percentage.
- 4.2 Not less than 13% of Social Rented Units, Affordable Rented Units and London Affordable Rented Units which are provided as Family Housing shall be provided at ground floor level (save in respect of any upper storeys forming part of the unit) so they have a direct ground floor entrance.

5. **GRANT FUNDING**

- 5.1 Save in respect of PDZ6 the Developer and the Affordable Housing Provider shall use Reasonable Endeavours to secure Grant Funding for the Affordable Housing Units in each PDZ and SPDZ.
- 5.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer and/or the Affordable Housing Provider in respect of any applications for Grant Funding pursuant to paragraph 5.1 above.
- 5.3 In the event Grant Funding is offered or secured in respect of the Affordable Housing Units (or any of them) subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary in order to deliver the relevant Affordable Housing Units with such Grant Funding PROVIDED THAT there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.

6. **RENT LEVELS AND AFFORDABILITY CRITERIA**

- 6.1 The rent payable by the occupant of any Social Rented Unit shall not exceed the Target Rent, such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%.
- 6.2 The rent payable by the occupant of any Affordable Rented Unit in PDZ4, PDZ5 and PDZ6 shall not exceed the percentages of Market Rent set out in the table below, such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%. For the avoidance of doubt on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent charged does not exceed the below percentages.

Unit Size	Maximum Percentage of Market Rent
Studio/ 1 bed units	80%
2 bed units	70%
3 bed units	60%
4 and 5 bed units	50%

6.3 The percentage of Market Rent applicable to Affordable Rented Units other than in PDZ 4, PDZ 5 and PDZ 6 shall be determined and agreed with the LPA as part of the ~~viability review mechanism pursuant to Schedule 15 and~~ ZMP for each PDZ or SZMP for each SPDZ (as applicable) having regard to:

6.3.1 adopted development plan policy relevant to the PDZ or SPDZ; and

6.3.2 the table at paragraph 6.2 above

and the rent payable by the occupant of any such Affordable Rented Unit shall not exceed the lower of:

- (a) the relevant agreed percentage(s); and
- (b) 80% of Market Rent (including service charges, where applicable),

such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%. For the avoidance of doubt on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent does not exceed the percentage(s) agreed as part of the approved ZMP or SZMP.

6.4 The cost of rent and/or mortgage payments and service and estate charges in relation to the Intermediate Units shall not exceed 40% of the net income of Eligible Households or such other cap as may be specified in the London Plan and/or the London Plan Annual Monitoring Report, or such other replacement policy adopted following the 31 March 2018.

6.5 [Not used]

6.6 [Not used]

6.7 [Not used]

7. AFFORDABLE HOUSING PROVIDERS

7.1 Prior to the submission of the ZMP for each PDZ or SZMP for each SPDZ (as applicable) the Developer shall submit to the LPA and obtain its written Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the relevant PDZ or SPDZ for the purposes of this Schedule PROVIDED THAT any company or organisation which appears on an approved list of affordable housing providers of one or more of the Host Boroughs current at the time of the submission shall be deemed to be approved as an Affordable Housing Provider for the relevant PDZ or SPDZ.

7.2 In considering any submission for Approval pursuant to paragraph 7.1 the LPA agrees to give favourable consideration to any company or organisation which has a staffed office with regular opening hours in one or more of the Host Boroughs which potential or existing tenants can visit to make housing-related enquiries.

7.3 The list submitted for Approval pursuant to paragraph 7.1 may include the London Legacy Development Corporation or any subsidiary company or the GLA subject to it being permitted under law to provide Affordable Housing.

7.4 The list of Affordable Housing Providers Approved for each PDZ or SPDZ (as applicable) may be reviewed by the Developer and the LPA upon submission of each Reserved Matters Application containing Affordable Housing and in the event any amendments to the list of Affordable Housing Providers are Approved following the review the list of Affordable Housing Providers for that PDZ or SPDZ shall be revised accordingly.

8. AFFORDABLE HOUSING CONTRACTS

8.1 The Developer will proceed diligently and with all due expedition to negotiate and enter into Affordable Housing Contracts in respect of the Affordable Housing Units.

8.2 The Developer shall notify the LPA in writing within 15 (fifteen) Working Days of entering into each Affordable Housing Contract.

8.3 Each Reserved Matters Application which includes Affordable Housing Units shall be accompanied by the following:

8.3.1 unless notice has already been served pursuant to paragraph 8.2 above in respect of the relevant Affordable Housing Units, written confirmation of the progress the Developer has made towards entering into an Affordable Housing Contract for the Affordable Housing Units which are the subject of the application and the Developer's best estimate of when an Affordable Housing Contract will be entered into; and

8.3.2 written confirmation from the Affordable Housing Provider with which the Developer has entered or intends to enter into an Affordable Housing Contract that it approves the form of Reserved Matters Application for the Affordable Housing Units.

9. LOCATION AND DISTRIBUTION OF AFFORDABLE HOUSING UNITS

9.1 The key principles for the general location and distribution of Affordable Housing Units shall be set out in the ZMP for each PDZ or SZMP for each SPDZ (as applicable).

9.2 The general location and distribution of Affordable Housing Units shall be in accordance with the approved ZMP or approved SZMP (as applicable).

10. DELIVERY OF AFFORDABLE HOUSING

10.1 Subject to paragraph 10.1A not more than 30% of Market Housing Units in each PDZ or SPDZ (as applicable) shall be Occupied until 20% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.

10.1A Not more than 30% of Market Housing Units in PDZ4 or PDZ5 (as applicable) shall be Occupied until 30% of Affordable Housing Units (such 30% to comprise at least 10% of the Lower Cost Rented Units approved within PDZ4 or PDZ5 (as applicable)) in the relevant PDZ have been completed and Transferred to an Affordable Housing Provider.

10.2 Subject to paragraph 10.2A not more than 60% of Market Housing Units in each PDZ or SPDZ (as applicable) shall be Occupied until 50% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.

10.2A Not more than 55% of Market Housing Units in PDZ4 or PDZ5 (as applicable) shall be Occupied until 50% of Affordable Housing Units (such 50% to comprise at least 50% of

the Lower Cost Rented Units approved within PDZ4 or PDZ5 (as applicable)) in the relevant PDZ have been completed and Transferred to an Affordable Housing Provider.

- 10.3 Not more than 90% of Market Housing Units in each PDZ or SPDZ (as applicable) shall be Occupied until 100% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.

11. NOMINATIONS RIGHTS

- 11.1 The terms of each Transfer of Affordable Housing Units other than Intermediate Units to an Affordable Housing Provider shall impose a requirement on the Affordable Housing Provider to enter into Nominations Agreements in respect of the Affordable Housing Units that are the subject of that Transfer to give effect to the following agreed split of nomination rights:

11.1.1 10% for the GLA;

11.1.2 55% for the Host Borough in whose area the Affordable Housing Units are located;

11.1.3 10% for Affordable Housing Provider;

11.1.4 [Not used.];

11.1.5 25% for the London Legacy Development Corporation unless at the date of the Transfer the London Legacy Development Corporation has not established a nomination mechanism in which case the 25% shall be allocated for the GLA.

- 11.2 [Not used.]

12. ANNUAL RETURNS INFORMATION

- 12.1 The Developer will procure that each Affordable Housing Provider provides annual returns to the LPA in relation to each PDZ and SPDZ with details of:

12.1.1 the initial purchaser or tenant of each Affordable Housing Unit and its tenure;

12.1.2 the household income of such initial purchaser or tenant;

12.1.3 the ethnicity of such initial purchaser or tenant (where available);

12.1.4 for Intermediate Units, the initial purchase price of the Unit and the initial percentage equity share bought;

12.1.5 the total monthly housing costs for each Affordable Housing Unit, including service and estate charges but showing such charges as separate figures;

12.1.6 the location of the purchaser or tenant's previous accommodation by local authority area; and

12.1.7 the purchaser or tenant's present occupation,

in each case in relation to the Affordable Housing Units within that PDZ or SPDZ (as applicable), the first of such returns to be submitted 6 (six) months following first Occupation of the Affordable Housing Units within the PDZ or SPDZ in question and the last of such returns to be submitted 6 (six) months following the last Occupation of the Affordable Housing Units within the PDZ or SPDZ in question.

13. MANAGEMENT AND SERVICE CHARGES

- 13.1 It is acknowledged and agreed by the LPA and the Developer that:
- 13.1.1 estate and/or service charges will be payable by occupiers of the Affordable Housing Units in addition to being payable by occupiers of the Market Housing Units;
 - 13.1.2 service charges for the Affordable Housing Units will be calculated separately from the Market Housing Units;
 - 13.1.3 owners and occupiers of Market Housing Units and commercial premises at the Development will not be expected to subsidise the charges payable by owners and occupiers of Affordable Housing Units; and
 - 13.1.4 it is the Developer's intention that the aggregate service charges to be payable by the occupiers of the Affordable Housing Units will be affordable (as determined by the Developer and the Affordable Housing Provider).
- 13.2 Before the submission of each Reserved Matters Application which includes Affordable Housing Units to the Local Planning Authority, the Developer will submit for information purposes an estimate of the initial service charges for the Affordable Housing Units proposed in that submission to the Local Planning Authority.

14. GENERAL PROVISIONS

- 14.1 The provisions of this Agreement will not bind:
- 14.1.1 any mortgagee or chargee of the Affordable Housing Provider for any Affordable Housing Unit(s) nor any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or administrator (howsoever appointed) including a housing administrator (each a "**Receiver**") PROVIDED THAT:
 - (a) such mortgagee or chargee or Receiver shall first give written notice to the LPA of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the LPA for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions of this Agreement which provisions shall determine absolutely; or
 - 14.1.2 any person who has acquired 100% of the equity in a Shared Ownership Unit through Staircasing; or
 - 14.1.3 any person who exercises any right to buy or acquire an Affordable Housing Unit pursuant to a right under the Housing Act 1985 or the Housing Act 1996 or any other statutory power or similar contractual right; or
 - 14.1.4 any person who has acquired at the direction or request of any mortgage receivers or managers referred to in paragraph 14.1.1; or

- 14.1.5 the successors in title to the persons described in paragraphs 14.1.1 to 14.1.4 above or any person who derives title under any of them whether directly or indirectly
- 14.2 The Developer will procure that the Transfer of any Intermediate Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Intermediate Unit the Affordable Housing Provider will impose obligations on the purchaser of such lease in similar terms to those stated in paragraph 14.3.
- 14.3 Subject to paragraph 14.6, where the owner of any Intermediate Unit wishes to sell his equity share in such unit:
 - 14.3.1 the consideration for any such sale will be restricted to the Model Shared Ownership Lease Market Value of the equity share at the time of sale;
 - 14.3.2 the owner must notify the Affordable Housing Provider of his wish to sell and the unit will be offered to Eligible Households by the Affordable Housing Provider;
 - 14.3.3 after a period of 8 (eight) weeks from the date of notification to the Affordable Housing Provider, the Affordable Housing Provider may continue to identify prospective purchasers, but the owner of the unit in question shall be entitled to place the property with an estate agent and sell it privately on the open market if not already sold and shall not be bound to accept the nomination from the Affordable Housing Provider and the provisions of paragraph 15 shall cease to apply to such unit,

PROVIDED THAT if the owner has not sold the equity share in his Affordable Housing Unit after a period of 6 (six) months from the date of notification to the Affordable Housing Provider, there shall be deemed for the purpose of paragraph 15 to be no need for the Affordable Housing Unit and the Developer (or any person nominated by the Developer for that purpose) may purchase the owner's equity share and subsequently sell the Affordable Housing Unit on the open market as a Market Housing Unit.

- 14.4 The terms of the Transfer of any Shared Ownership Units and (subject to paragraph 14.5) any Shared Equity Units to an Affordable Housing Provider will require the Affordable Housing Provider to include a provision in each lease of a Shared Ownership Unit and each lease of a Shared Equity Unit giving the Affordable Housing Provider a right of pre-emption in respect of each such lease for the period from the grant of the lease until the expiry of 21 years following final Staircasing entitling the Affordable Housing Provider to buy the lease back at the Market Value upon sale by the tenant.
- 14.5 In the event that any right of pre-emption is exercised pursuant to paragraph 14.4, and subject to paragraphs 14.6 and 14.5, on any subsequent disposal the Affordable Housing Provider will not dispose of more than the equity share purchased from the tenant and will conduct such disposal in accordance with paragraph 14.3.
- 14.6 The terms of the Transfer of any Intermediate Units to an Affordable Housing Provider may require the Affordable Housing Provider to include a provision in the lease of each such unit giving the Developer (or any person nominated by the Developer for that purpose) a right with effect from 25 years after the first disposal of each such unit of pre-emption in respect of such lease entitling the Developer (or any person nominated by the Developer for that purpose) to purchase the lease at the Open Market Value upon sale by the tenant and sell it on the open market as a Market Housing Unit and the difference between the proceeds of sale received by the Developer (or any person nominated by the Developer for that purpose) upon such disposal on the open market (less any costs incurred in relation to the disposal) and the purchase price paid to the tenant (plus any costs incurred in relation to the purchase) will be allocated to the Developer (or any person nominated by the Developer for that purpose).

14.7 Save in respect of:

14.7.1 any antecedent breach; or

14.7.2 any equity interest retained by the Developer in respect of any Affordable Housing Units,

with effect from the date of Transfer of any Affordable Housing Units to an Affordable Housing Provider in accordance with this Schedule, the Developer will not be liable for the performance of the obligations in this Schedule in relation to those Affordable Housing Units unless and until the Developer re-acquires an interest in the relevant Affordable Housing Units.

14.8 Upon the Transfer of any Affordable Housing Units to an Affordable Housing Provider and subject to paragraph 14.7, the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

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

15.1 Unless otherwise agreed by the LPA and subject to the terms of this Schedule and any Nominations Agreement:

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

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

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

15.1.4 no Intermediate Unit provided under the terms of this Schedule shall be Occupied other than as an Intermediate Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting (prior to final Staircasing) save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation

with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Intermediate Unit;

in each case for so long only as the need exists for the tenure of Affordable Housing in question, such need to be determined by Local Planning Authority, and in the event that the LPA agrees with the Developer (or any person nominated by the Developer for that purpose) that the need no longer exists for the Affordable Housing Units in question then those Affordable Housing Units may be sold on the open market as Market Housing Units.

16. SHELTERED HOUSING FACILITY

~~16.1 Where a notice is served by the Developer pursuant to paragraph 2.1 of Schedule 5, the Sheltered Housing Facility shall be provided as part of the Affordable Housing Units pursuant to the provisions of this Schedule subject to the following additional requirements:~~

~~[Not used]~~

~~16.1.1 for the purposes of paragraph 7 of this Schedule the Affordable Housing Provider to whom the Sheltered Housing Facility is to be transferred must also be a development or management specialist in older people's accommodation and approved by the LPA for these purposes PROVIDED THAT any company or organisation which appears on an approved list of providers of this type of accommodation of one or more of the Host Boroughs current at the time of the submission shall be deemed to be approved as an Affordable Housing Provider for the relevant PDZ or SPDZ (as applicable);~~

~~16.1.2 the terms of Transfer for the Sheltered Housing Facility to an Affordable Housing Provider shall contain provisions which ensure that the Sheltered Housing Facility is to be used for the provision and operation of specialist accommodation for older people where care services are provided or facilitated and for no other purpose.~~

17. APPROVAL

17.1 The LPA shall confirm whether or not it approves the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 or 1.4.4A within:

17.1.1 20 (twenty) Working Days of receipt of the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 or 1.4.4A from the Developer, or

17.1.2 where the LPA decides that it needs to report the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 or 1.4.4A to its planning committee, 40 (forty) Working Days of receipt of such list or such revisions

PROVIDED THAT where paragraph 17.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such list or such revisions from the Developer and FURTHER PROVIDED THAT in the event the LPA refuses to approve such list or such revisions the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

18. **VIABILITY REVIEW MECHANISM**

~~18.1 Where the operation of the viability review mechanism pursuant to Schedule 15 in respect of PDZs 8 or 12 results in the approval of a ZMP or SZMP with:~~

18.1 [Not used].

~~18.1.1 — less than the relevant applicable quantum of Affordable Housing set out in paragraph 1.3;~~

~~18.1.2 — a different tenure mix to that set out in paragraph 2.3;~~

~~18.1.3 — a unit size mix outside the Site Wide ranges set out in paragraph 3.2;~~

~~18.1.4 — different Affordability Criteria to that set out in paragraph 6~~

~~the Affordable Housing provision approved as part of the ZMP or SZMP shall be delivered in accordance with the approved ZMP or SZMP.~~

SCHEDULE 4

FAMILY HOUSING

RECITALS

- (A) The Planning Application proposes that a range of housing typologies will be used in the Development to provide a range of units that will create mixed and balanced communities.
- (B) The Planning Application proposes not less than 4344% of Residential Units constructed at the Development will be provided as Family Housing, ~~subject to the operation of the viability review mechanism in Schedule 15.~~
- (C) It has been agreed that in PDZ6 not less than 75% of Residential Units to be constructed will be Family Housing.

DEFINITIONS

- "Family Housing" means Residential Units with three or more bedrooms;
- "Relevant Family Housing Target Provision" means the percentage of Residential Units to be provided as Family Housing in each PDZ as identified in paragraph 1.3.

OPERATIVE PROVISIONS

- 1. **FAMILY HOUSING**
- 1.1 ~~Subject to the operation of the viability review mechanism pursuant to Schedule 15 not~~ Not less than 4344% of Residential Units constructed at the Development shall be provided as Family Housing.
- 1.2 Not less than 75% of Residential Units constructed in PDZ6 shall be provided as Family Housing.
- 1.3 ~~Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other~~ Other than in PDZs 4, 5 and 6 the site wide target of 4344% Family Housing referred to paragraph 1.1 of this Schedule shall be provided in the following ~~proportions~~ proportion:

PDZ	Percentage of Residential Units to be provided as Family Housing
<u>8A</u>	<u>38%</u>

12	46.44%
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PROVIDED THAT the Developer shall be entitled to exceed the above percentages ~~percentage~~.

1.3A Subject to 1.3B in respect of the Residential Units to be constructed in each of PDZ 4 and PDZ 5:

- (a) not less than 63% of Residential Units shall have two or more bedrooms; and
- (b) not less than 30% of Residential Units shall be provided as Family Housing.

1.3B It is agreed that:

- (a) either one of PDZ4 or PDZ 5 may provide between 50% and 63% of the total number of Residential Units constructed in that PDZ with two or more bedrooms **PROVIDED THAT** the percentage of Residential Units constructed in the other PDZ with two or more bedrooms is increased proportionately to ensure that across PDZ4 and PDZ5 not less than 63% of the total number of Residential Units constructed shall have two or more bedrooms; and
- (b) PDZ 4 may provide between 29% and 30% of the total number of Residential Units constructed in PDZ4 as Family Housing **PROVIDED THAT** the percentage of Residential Units constructed in PDZ5 as Family Housing is increased proportionately to ensure that across PDZ4 and PDZ5 not less than 30% of the total number of Residential Units construction shall be Family Housing.

~~1.4 — Where the operation of the viability review mechanism pursuant to Schedule 15 in respect of PDZs 8 or 12 results in the approval of a ZMP with less than the Relevant Family Housing Target Provision, the quantum of Family Housing approved as part of the ZMP shall be delivered in that PDZ in lieu of the Relevant Family Housing Target Provision.~~

1.0 [Not used].

**SCHEDULE 5
SHELTERED HOUSING**

RECITALS

[Not used]

SCHEDULE 6

- (A) ~~The Planning Application proposes that 4,000m² of residential floorspace will be used to provide a Sheltered Housing Facility providing a minimum of 40 beds to meet the needs of the Development.~~
- (B) ~~It is agreed that the Sheltered Housing Facility will be constructed in PDZ8 (or an alternative PDZ as may be agreed between the Developer and the LPA).~~

DEFINITIONS

"Sheltered Housing Contract"	means a binding contract between the Developer and a Sheltered Housing Provider for the construction and Transfer of a Sheltered Housing Facility to the Sheltered Housing Provider;
"Sheltered Housing Facility"	means a facility with a total floor area of not less than 4,000 square metres providing a minimum of 40 beds and built in accordance with best practice, guidance and policy for accommodation of this type current at the date of submission of the Reserved Matters application which includes the Sheltered Housing Facility;
"Sheltered Housing Providers"	means development or management specialists in older people's accommodation;
"Transfer"	means a freehold transfer or grant of a lease for a term of at least 125 years containing provisions which ensure that the Sheltered Housing Facility is to be used for the provision and operation of specialist accommodation for older people where care services are provided or facilitated and for no other purpose.

OPERATIVE PROVISIONS

1. ~~LOCATION OF SHELTERED HOUSING FACILITY~~

~~Save where an alternative location for the Sheltered Housing Facility has been approved as part of a ZMP for a different PDZ, the location of the Sheltered Housing Facility shall be identified as part of the ZMP for PDZ8.~~

2. ~~AFFORDABLE HOUSING~~

2.1 ~~Where prior to the submission of the ZMP for the PDZ in which the Sheltered Housing Facility is to be provided the Developer has served written notice on the LPA of its intention to provide the Sheltered Housing Facility as part of the Affordable Housing Units in that PDZ:~~

2.1.1 ~~the Sheltered Housing Facility shall be provided in accordance with the provisions of Schedule 3 and paragraphs 1 and paragraph 4 of this Schedule; and~~

2.1.2 ~~paragraph 3 of this Schedule shall not apply.~~

~~2.2 — Where no written notice is served in accordance with paragraph 2.1 above, the Sheltered Housing Facility shall not be provided as part of the Affordable Housing Units and all of the following provisions of this Schedule shall apply to the provision of the Sheltered Housing Facility.~~

~~3. — MARKETING OF SHELTERED HOUSING FACILITY~~

~~3.1 — The Developer will proceed diligently and with all due expedition to:~~

~~3.1.1 — market the Sheltered Housing Facility to Sheltered Housing Providers; and~~

~~3.1.2 — negotiate and enter into a Sheltered Housing Contract.~~

~~3.2 — The Developer shall notify the LPA in writing within 15 (fifteen) Working Days of entering into a Sheltered Housing Contract.~~

~~3.3 — Any Reserved Matters application which includes the Sheltered Housing Facility shall be accompanied by the following:~~

~~3.3.1 — unless notice has already been served pursuant to paragraph 3.2 above, written confirmation of the progress the Developer has made towards entering into a Sheltered Housing Contract and the Developer's best estimate of when a Sheltered Housing Contract will be entered into; and~~

~~3.3.2 — written confirmation from the Sheltered Housing Provider with which the Developer has entered or intends to enter into a Sheltered Housing Contract that it approves the form of Reserved Matters application for the Sheltered Housing Facility.~~

~~4. — DELIVERY OF SHELTERED HOUSING FACILITY~~

~~4.1 — Where the Sheltered Housing Facility is provided in PDZ8, not more than 40% of Residential Units in PDZ8 shall be Occupied until the Sheltered Housing Facility has been constructed to Shell and Core Standard and Transferred to a Sheltered Housing Provider.~~

~~4.2 — Where the Sheltered Housing Facility is provided in a PDZ other than PDZ8, not more than 65% of the Residential Units in that PDZ shall be Occupied until the Sheltered Housing Facility has been constructed to Shell and Core Standard and Transferred to a Sheltered Housing Provider.~~

HEALTHCARE FACILITIES

RECITALS

- (A) The Planning Application acknowledges the need to provide facilities for primary healthcare as part of the Development. This Schedule 6 involves a commitment to provide a quantum of floorspace, with one Healthcare Facility being provided in PDZ4 and a possible two Healthcare Facilities being provided in ~~each of PDZ6 and PDZ8~~.
- (B) It is acknowledged by the LPA and the Developer that changes to the provision of healthcare facilities may come forward during the course of the construction of the Development. Therefore, there is the need to retain flexibility as to the size and type of the LCS Healthcare Facilities provided for herein.

DEFINITIONS

"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;
"Clinical Commissioning Groups"	means bodies corporate known as clinical commissioning groups to be established in accordance with the Health and Social Care Act 2012;
"Health Working Group"	means the health working group established and operated in accordance with Conditions LCS0.243 and LCS0.244;
"Healthcare Alternative Triggers"	means alternative trigger points for the Healthcare Triggers;
"Healthcare Facility"	<p>means a facility providing healthcare which could include some of the following:</p> <ol style="list-style-type: none">1. waiting room, record storage, reception, practice manager, general admin/secretarial and a small meeting room, communications room, staff rest space, nurse store, stores, trainer/trainee space, multipurpose room, education/training/large meeting room facility;2. general practitioner consulting space, treatment/minor surgery, phlebotomy and NHS dental services;3. primary care teams consisting of interdisciplinary groups of general practitioners, nurses, midwives, health care assistants, home helpers, physiotherapists, occupational therapists and social workers;4. support services including childcare, clinical nutrition, community work, medical care administration, mental health, speech and language therapy, traveller health/community social inclusion, podiatry, psychology, public health nursing, rehab support, family planning, imaging and outpatient services <p>together with ancillary complementary health-related businesses (including pharmacy services) and/or patient-related commercial services (such as coffee shop concessions);</p>
"Healthcare Facility Consultations"	means each of the PDZ6 Healthcare Facility Consultation, and the PDZ4 Healthcare Facility Consultation, the PDZ8 Healthcare Facility Consultation and the PDZ8 Second Healthcare Facility Consultation and "Healthcare Facility Consultation" means any one of the PDZ6 Healthcare Facility Consultation, and the PDZ4 Healthcare Facility Consultation, the PDZ8 Healthcare Facility Consultation and the PDZ8 Second Healthcare Facility Consultation as applicable in the context;

- "Healthcare Facility Lease"** means a legally binding lease for each of the LCS Healthcare Facilities;
- "Healthcare Facility Reports"** means each of the PDZ6 Healthcare Facility Report, ~~and the PDZ4 Healthcare Facility Report, the PDZ8 Healthcare Facility Report and the PDZ8 Second~~ Healthcare Facility Report and **"Healthcare Facility Report"** means any one of the PDZ6 Healthcare Facility Report, ~~and the PDZ4 Healthcare Facility Report, the PDZ8 Healthcare Facility Report and the PDZ8 Second~~ Healthcare Facility Report as applicable in the context;
- "Healthcare Facilities Cost Cap"** means the total cost of constructing and fitting out each of the LCS Healthcare Facilities calculated by:
1. in respect of the PDZ6 Healthcare Facility, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ6 Healthcare Facility which is provided at nil consideration) to the GIA of the PDZ6 Healthcare Facility (such GIA to be determined through the PDZ6 Healthcare Facility Report);
 2. in respect of the PDZ4 Healthcare Facility, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ4 Healthcare Facility which is provided at nil consideration) to the GIA of the PDZ4 Healthcare Facility (such GIA to be determined through the PDZ4 Healthcare Facility Report) **AND** adding any Uncommitted PDZ6 Healthcare Facilities Cost Cap;
 - ~~3. in respect of the PDZ8 Healthcare Facility, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ8 Healthcare Facility which is provided at nil consideration) to the GIA of the PDZ8 Healthcare Facility (such GIA to be determined through the PDZ8 Healthcare Facility Report or the PDZ8 Second Healthcare Facility Report) **AND** adding any Uncommitted PDZ4 Healthcare Facilities Cost Cap;~~
- "Healthcare Service Provider"** means providers of primary healthcare services (who, as at the date hereof, are anticipated to be the NHS Commissioning Board and Clinical Commissioning Groups);
- "Healthcare Triggers"** means any or all of the triggers in paragraphs 1, 2, and 5 to:
1. secure a Healthcare Service Provider;
 2. Commence construction of the LCS Healthcare Facilities;
 3. Complete the construction of the LCS Healthcare Facilities;

4. to enter into the Healthcare Facility Leases or use Reasonable Endeavours to enter into the Healthcare Facility Leases; and
 5. make available the LCS Healthcare Facilities for Occupation and fitting out by the lessees of the LCS Healthcare Facilities;
- "HF Reserved Matters Application"** means any application for Reserved Matters in respect of a LCS Healthcare Facility **SAVE THAT:**
1. in the event the LCS Healthcare Facility is to be co-located with another facility or use the term "HF Reserved Matters Application" shall not include a Reserved Matters application in respect of scale; and
 2. in the event the LCS Healthcare Facility is to be provided within another facility or use the term "HF Reserved Matters Application" shall not include Reserved Matters applications in respect of scale and layout;
- "LCS Healthcare Facilities"** means healthcare facilities comprising each of the PDZ6 Healthcare Facility, ~~and the PDZ4 Healthcare Facility and the PDZ8 Healthcare Facility~~ and "LCS Healthcare Facility" shall mean any one of the PDZ6 Healthcare Facility, ~~and the PDZ4 Healthcare Facility and the PDZ8 Healthcare Facility~~ as applicable in the context;
- "NHS Commissioning Board"** means the body corporate to be known as the National Health Service Commissioning Board and which is to be established in accordance with the Health and Social Care Act 2012;
- "PDZ4 Healthcare Facility Extension"** [Not used]
- "PDZ4 Healthcare Facility"** means a Healthcare Facility to be located in PDZ4 of up to 1,200sq m GEA) and a type to be determined through the PDZ4 Healthcare Facility Report approved by the LPA and to be provided in accordance with paragraph 2;
- "PDZ4 Healthcare Facility Consultation"** means a consultation with the Health Working Group on:
1. whether the PDZ4 Healthcare Facility is needed;
 2. the proposed type and size of the PDZ4 Healthcare Facility; and
 3. whether the Healthcare Triggers for the PDZ4 Healthcare Facility are appropriate;
- having regard in all instances to the capacity at existing and proposed (being healthcare facilities that will be delivered within the following 6 (six) months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;

"PDZ4 Healthcare Facility Report"	means a report prepared by the Developer setting out the results of the PDZ4 Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ4 Healthcare Facility Consultation) and in the event the results of the PDZ4 Healthcare Facility Consultation indicate that the Healthcare Triggers are not appropriate for the PDZ4 Healthcare Facility, the report will also propose Healthcare Alternative Triggers for the PDZ4 Healthcare Facility;
"PDZ4/8 Healthcare Facility Consultation"	[not used]
"PDZ4/8 Healthcare Facility Report"	[not used]
"PDZ6 Healthcare Facility"	means a Healthcare Facility to be located in PDZ6 of a size (up to 645 sq m GEA) and type to be determined through the PDZ6 Healthcare Facility Report approved by the LPA and to be provided in accordance with paragraph 1;
"PDZ6 Healthcare Facility Consultation"	means a consultation with the Health Working Group on: <ol style="list-style-type: none">1. whether the PDZ6 Healthcare Facility is needed;2. if the PDZ6 Healthcare Facility is needed, the proposed type and size of the PDZ6 Healthcare Facility; and3. if the PDZ6 Healthcare Facility is needed, whether the Healthcare Triggers for the PDZ6 Healthcare Facility are appropriate <p>where "need" is determined by reference to the needs of the anticipated total population of the Development having regard in all instances to the capacity at existing or proposed (being healthcare facilities that will be delivered within the following 6 months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;</p>
"PDZ6 Healthcare Facility Report"	means a report prepared by the Developer setting out the results of the PDZ6 Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ6 Healthcare Facility Consultation) and in the event the results of the PDZ6 Healthcare Facility Consultation indicate that the Healthcare Triggers are not appropriate for the PDZ6 Healthcare Facility, the report will also propose Healthcare Alternative Triggers for the PDZ6 Healthcare Facility;
"PDZ8 Healthcare Facility"	means a Healthcare Facility to be located in PDZ8 of a size (up to 645 sq m GEA) and type to be determined through the PDZ8 Healthcare Facility Report or the PDZ8 Second Healthcare Facility Report approved by the LPA and to be provided in accordance with paragraph 5; [not used]
"PDZ8 Healthcare Facility Consultation"	means a consultation with the Health Working Group on:

1. ~~whether the PDZ8 Healthcare Facility is needed;~~
2. ~~if the PDZ8 Healthcare Facility is needed, the proposed type and size of the PDZ8 Healthcare Facility; and~~
3. ~~if the PDZ8 Healthcare Facility is needed, whether the Healthcare Triggers for the PDZ8 Healthcare Facility are appropriate~~

~~where "need" is determined by reference to the needs of the anticipated total population of the Development having regard in all instances to the capacity at existing or proposed (being healthcare facilities that will be delivered within the following 6 months) Off-Site and/or On-Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;~~

~~[not used]~~

"PDZ8 Healthcare Facility Report"

~~means a report prepared by the Developer setting out the results of the PDZ8 Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ8 Healthcare Facility Consultation) and in the event the results of the PDZ8 Healthcare Facility Consultation indicate that the PDZ8 Healthcare Facility is needed and that the Healthcare Triggers are not appropriate for the PDZ8 Healthcare Facility, the report will also propose Healthcare Alternative Triggers for the PDZ8 Healthcare Facility; [not used]~~

"PDZ8 Second Healthcare Facility Consultation"

~~means a consultation with the Health Working Group on:~~

1. ~~whether the PDZ8 Healthcare Facility is needed;~~
2. ~~if the PDZ8 Healthcare Facility is needed, the proposed type and size of the PDZ8 Healthcare Facility; and~~
3. ~~if the PDZ8 Healthcare Facility is needed, the triggers by which the Developer is to:~~
 - 3.1 ~~secure a Healthcare Service Provider;~~
 - 3.2 ~~Commence construction of the PDZ8 Healthcare Facility;~~
 - 3.3 ~~complete the construction of the PDZ8 Healthcare Facility;~~
 - 3.4 ~~enter into the Healthcare Facility Lease or use Reasonable Endeavours to enter into the Healthcare Facility Leases for the PDZ8 Healthcare Facility; and~~