

6.4.2 In the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:

- (a) Occupy more than 319 (three hundred and nineteen) Residential Units which are permitted to be constructed in PDZ5 unless and until the first PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;
- (b) Occupy more than 603 (six hundred and three) Residential Units which are permitted to be constructed in PDZ5 unless and until the second PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.5 PDZ6 Nursery Facilities

6.5.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ6 identifies that the PDZ6 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 499 (four hundred and ninety-nine) Residential Units which are permitted to be constructed in PDZ6 unless and until the PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.5.2 In the event the ZMP for PDZ6 identifies that the PDZ6 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:

- (a) Occupy more than 350 (three hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until the first PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;
- (b) Occupy more than 650 (six hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until the second PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.5.3 The PDZ6 Nursery Facilities may be co-located with the PDZ6 Healthcare Facility.

6.6 PDZ8 Nursery Facilities

~~6.6.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ8 identifies that the PDZ8 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 494 (four hundred and ninety-four) Residential Units which are permitted to be constructed in PDZ8 unless and until the PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.~~

~~6.6.1 [not used]~~

~~6.6.2 In the event the ZMP for PDZ8 identifies that the PDZ8 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:~~

- ~~(a) Occupy more than 342 (three hundred and forty-two) Residential Units which are permitted to be constructed in PDZ8 unless and until the first PDZ8 Nursery Facility has been completed to Shell and~~

~~Core Standard and marketed to operators in accordance with paragraph 6.8;~~

~~(b) Occupy more than 646 (six hundred and forty-six) Residential Units which are permitted to be constructed in PDZ8 unless and until the second PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.~~

~~6.6.3 The PDZ8 Nursery Facilities may be co-located with the PDZ8 Healthcare Facility.~~

6.7 PDZ12

~~6.7.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 200 (two hundred) Residential Units which are permitted to be constructed in PDZ12 unless and until the PDZ8 Nursery Facilities have been completed to Shell and Core Standard and marketed to operators in accordance with paragraphs 6.8.2 and 6.8.3 or unless and until interim nursery facilities comprising a total GEA of at least 180m² and constructed to Shell and Core Standard to serve PDZ12 have been provided and will continue to be provided in PDZ8 or PDZ12 until the PDZ8 Nursery Facilities have been provided.~~

~~6.7.1 [not used].~~

6.8 General

6.8.1 The Developer shall use Reasonable Endeavours to secure an operator or operators for each of the Nursery Facilities and such obligation shall extend to marketing the Nursery Facilities for a period of at least 6 months commencing at least 6 months prior to the anticipated date of completion for each of the Nursery Facilities on lease terms set out in paragraph 6.8.2 (the "Nursery Marketing Period") **PROVIDED THAT** in the event despite using such Reasonable Endeavours no agreement for lease is entered into for a Nursery Facility within the Nursery Marketing Period the LPA and the Developer shall agree to a further marketing period and if at the end of that further marketing period no agreement for lease is entered into in respect of such Nursery Facility the Developer shall not be required to provide such Nursery Facility.

6.8.2 The lease to be offered for each of the Nursery Facilities pursuant to the marketing exercise required by paragraph 6.8.1 shall be at Market Rent.

6.8.3 Following the grant of a lease of each of the Nursery Facilities and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the Nursery Facilities subject to such lease(s) shall not be used other than for the provision of childcare services unless otherwise agreed in writing with the LPA.

6.8.4 All Reserved Matters applications for each of the Nursery Facilities shall contain details as to the proposed opening hours for the Nursery Facility the subject of the Reserved Matters application.

7. POST EDUCATION CONTRIBUTION

7.1 By no later than Occupation of ~~3,300~~ 2,750 (~~three two thousand three seven hundred and fifty~~) Residential Units which are permitted to be constructed across the Development, LLDC shall carry out the Post Education Contribution Consultation and shall prepare the Post Education Contribution Report in accordance with paragraph 8.5 and for the avoidance of doubt LLDC shall be entitled to carry out Post Education

Contribution Consultations at any time from Commencement of the Development up to Occupation of ~~3,300-2,750~~ (~~three two thousand three seven hundred and fifty~~) Residential Units.

- 7.2 Following the Approval of the Post Education Contribution Report LLDC shall commission/procure and deliver the Identified Post Education Provision in accordance with the Approved Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of the Identified Post Education Provision and details of the expenditure of the Identified Post Education Proportion.
- 7.3 In the event following Approval of the Post Education Contribution Report LLDC identifies additional appropriate Post Education Provision ("**Additional Post Education Provision**") and/or needs to update the Approved Post Education Contribution Report in respect of the Identified Post Education Provision and/or the Identified Post Education Proportion, LLDC shall carry out the Post Education Contribution Consultation and shall prepare the Updated Post Education Contribution Report in accordance with paragraph 8.5.
- 7.4 Following the Approval of the Updated Post Education Contribution Report LLDC shall commission/procure and deliver the Identified Post Education Provision and/or Additional Post Education Provision in accordance with the Approved Updated Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of such Identified Post Education Provision and/or Additional Post Education Provision (as applicable) and such updates shall include details of the expenditure of the Identified Post Education Proportion.
- 7.5 In the event as at Occupation of ~~3,300-2,750~~ (~~three two thousand three seven hundred and fifty~~) Residential Units permitted to be constructed across the Development some or all of the Post Education Contribution has not been allocated or spent in accordance with the provisions of paragraphs 7.1 to 7.4 (inclusive), LLDC shall:
- 7.5.1 identify appropriate Post Education Provision taking into account the type of sixth form provision and anticipated capacity of the sixth form following take up by the Development that will form part of the Secondary School (the "**Final Post Education Provision**") such that all of the Post Education Contribution has been allocated and/or spent; and
 - 7.5.2 carry out a Post Education Contribution Consultation on the Final Post Education Provision and prepare the Final Post Education Contribution Report in accordance with paragraph 8.5.
- 7.6 The Developer shall not Occupy more than ~~3,300-2,750~~ (~~three two thousand three seven hundred and fifty~~) Residential Units which are permitted to be constructed across the Development unless and until paragraph 7.5 has been Complied with.
- 7.7 Following Approval of the Final Post Education Contribution Report LLDC shall commission/procure and deliver the Final Post Education Provision in accordance with the Approved Final Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of such Final Post Education Provision and such updates shall include details of the expenditure of the Post Education Contribution and shall continue until the Identified Post Education Provision and/or the Additional Post Education Provision and/or the Final Post Education Provision (as appropriate) has been provided.

8. **GENERAL**

- 8.1 Following the grant of a Schools Lease and if and so long as such Schools Lease (or any renewed or replacement Schools Lease) to the Education Provider(s) subsists, the Schools subject to such Schools Lease shall unless otherwise agreed in writing with the LPA not be used other than for education purposes to meet the education needs of the Development.
- 8.2 The Developer shall use Reasonable Endeavours to ensure that the Schools shall not be made available for Occupation unless and until a Schools Facilities Dual Use Agreement has been entered into with the applicable Education Provider.
- 8.3 The FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields shall not be made available for use pursuant to paragraphs 5.1.4, 5.2.4 and 5.3 respectively unless and until a Playing Fields Dual Use Agreement has been entered into between the Developer and the Education Provider and/or any other third party whose participation in the Playing Fields Dual Use Agreement is necessary.
- 8.4 [Not used.]
- 8.5 Each Consultation shall be carried out as follows unless otherwise agreed with the LPA:
- 8.5.1 each Consultation shall be commenced when LLDC issues written invitations to the members of the relevant Working Group to take part in the Consultation. The invitation will set out the scope of the Consultation and will confirm the timescales set out below;
 - 8.5.2 not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph 8.5.1 LLDC shall hold a meeting with the relevant Working Group to obtain the Working Group's initial views on the matters on which they are being consulted;
 - 8.5.3 not more than 10 (ten) Working Days following the meeting held pursuant to paragraph 8.5.2 the Working Group shall submit its formal written response on the Consultation to LLDC;
 - 8.5.4 not more than 20 (twenty) Working Days following receipt of the Working Group's formal written response pursuant to paragraph 8.5.3 LLDC shall prepare a draft of the relevant Report and shall submit the draft Report to the Working Group for its review and comment;
 - 8.5.5 not more than 10 (ten) Working Days following receipt of the draft Report pursuant to paragraph 8.5.4 the Working Group shall provide its written comments on the draft Report to LLDC;
 - 8.5.6 not more than 10 (ten) Working Days following receipt of the Working Group's comments pursuant to paragraph 8.5.5 LLDC shall prepare the final Report taking into account such comments and the final Report shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated. LLDC shall issue the final Report to the LPA for Approval.

9. **APPROVAL**

- 9.1 The LPA shall confirm whether or not it approves each Report or heads of terms of the Schools Lease pursuant to paragraphs 1.1.2, 2.1.2 and 4.2.2 (as applicable) within:

- 9.1.1 10 (ten) Working Days of receipt of such Report or heads of terms of the Schools Lease pursuant to paragraph 1.1.2, 2.1.2 and 4.2.2 (as applicable) from the Developer or LLDC, or
- 9.1.2 where the relevant Working Group has not provided written comments on the draft Report in accordance with paragraph 8, 28 (twenty-eight) Working Days; or
- 9.1.3 where the LPA decides that it needs to report any Report or heads of terms of the Schools Lease pursuant to paragraphs 1.1.2, 2.1.2 and 4.2.2 (as applicable) to its planning committee, 40 (forty) Working Days of receipt of such Report

PROVIDED THAT where paragraph 9.1.3 applies, the LPA shall notify the Developer or LLDC (as appropriate) of such reporting to its planning committee within 10 (ten) Working Days of receipt of such Report or the heads of terms of each Schools Lease from LLDC or the Developer (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Report or such heads of terms of each Schools Lease the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 10 (ten) Working Days or 28 (twenty-eight) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 9
EMPLOYMENT AND TRAINING

RECITALS

- (A) It is forecast that the peak construction workforce during Phase 2 will total 1,829 and during Phase 3 will total 2,621.
- (B) The Development is forecast to create up to 4,421 end-use jobs directly accommodated on the Site.
- (C) It is the Developer's and the LPA's objective to ensure that local businesses have an opportunity to benefit from business opportunities presented by the Development and that local residents within the Host Boroughs have an opportunity to access jobs at all levels in the Development. It is the Developer's intention that the LCS Careers Programmes will assist the Developer in meeting this objective.
- (D) The Developer shall seek to achieve the objectives stated above by working proactively with the Host Boroughs and the GLA so as to maximise the employment and training benefits from the Development.

DEFINITIONS

"Additional Employment Measures"	means any measures, in addition to those identified in the relevant LCS Careers Programme, to be included in the relevant LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1;
"Affordable Workspace"	means Use Class B1 floorspace initially made available at affordable rents for such floorspace;
"Agreed Targets"	means the targets detailed in paragraph 1.1 and paragraph 2.1;
"Approval Document"	means each of the PTL Studies, LCS Careers Programmes, monitoring and review report prepared pursuant to paragraph 7, revised targets pursuant to paragraph 1.2, the Managed Workspace Marketing Reports and the statements pursuant to paragraphs 3.3 and 7.4 submitted to the LPA for Approval;
"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 10 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;
"B1 Units"	means those units within Use Class B1 provided as part of the Development;
"Construction Contract"	means both Tier 1 Contracts and Tier 2 Contracts;
"IBC/MPC Legacy Development"	means the development anticipated to be carried out after the end of the Legacy Transformation Phase in respect of the international broadcast centre and the main press centre constructed as part of the Olympic Development;
"LCS Careers Programme"	means the latest document of that name prepared by the Developer pursuant to paragraph 6 and as

monitored and reviewed (including any updates and/or revisions) pursuant to paragraph 7;

"LCS Minimum Managed Workspace"

means:

~~1. in respect of paragraph 8.2.1.11~~, where some of the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Minimum Managed Workspace LESS the amount Secured as part of the IBC/MPC Legacy Development;

~~1.22~~, where none of the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Minimum Managed Workspace;

~~2. in respect of paragraph 8.4:~~

~~2.1 where some of the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or the Development in PDZ5, the Minimum Managed Workspace LESS the amount provided as part of the IBC/MPC Legacy Development and/or the Development in SPDZ 5A; or~~

~~2.2 where none of the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 5A, the Minimum Managed Workspace;~~

"LCS Operational Period"

means the three year operational period of each LCS Careers Programme, such operational period to run from 31 March. Where the first LCS Careers Programme is Approved prior to 31 March, the LCS Operational Period for the first LCS Careers Programme shall also include any period following such Approval to 31 March;

"LCSCPG"

means the Legacy Communities Scheme Careers Programme Group;

"LCSCPG Account"

means the account to be set up to receive the LCSCPG Contribution in accordance with the terms of this Schedule 9;

"LCSCPG Contribution"	means the sum of £2,816,000 (Indexed) to be paid into the LCSCPG Account in instalments (the amount of such instalments to be identified in each LCS Careers Programme) and as further defined in paragraph 6.6.6;
"LCSCPG Operating Procedures"	means the operating procedures for LCSCPG set out in Appendix 11;
"Local Resident"	means a person whose primary residence is in the Host Boroughs;
"London Interbank Market"	means the wholesale money market in London for the offering of sterling deposits between commercial banks;
"London Living Wage"	means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA;
"Managed Workspace"	means managed units within Use Class B1 primarily designed to assist small companies and/or organisations and start up companies and/or organisations;
"Managed Workspace Marketing Report"	means a report prepared by the Developer setting out: <ol style="list-style-type: none">1. the lease terms on which the LCS Minimum Managed Workspace has been offered together with:<ol style="list-style-type: none">1.1 evidence as to how such lease terms compare against market lease terms for Managed Workspace using relevant benchmark data; and1.2 a reasoned explanation and justification as to how such lease terms are, in the opinion of the Developer, reasonable lease terms on which the LCS Minimum Managed Workspace is to be offered;2. the steps (together with evidence) taken to Comply with the Developer's obligation in paragraph 8 to use Reasonable Endeavours to enter into an agreement for lease or grant a lease of the LCS Minimum Managed Workspace during the Managed Workspace Marketing Period; and3. a reasoned explanation and justification as to why it was not possible to enter into an agreement for lease or grant a lease of the LCS Minimum Managed Workspace on the lease terms set out in the report;

"Managed Workspace Marketing Period"	means a period of not less than 6 (six) months and such period shall not end more than 6 (six) months prior to the anticipated date of the submission of the first application for Reserved Matters approvals for B1 Units within which the LCS Minimum Managed Workspace are to be located;
"Minimum Managed Workspace"	means a minimum provision of 930sq m of Managed Workspace;
"Non-Residential Lease"	means any lease granted by the Developer to a Non Residential Lessee in respect of any Non Residential Units;
"Non-Residential Lessee"	means any lessee of a Non-Residential Lease;
"Non-Residential Units"	means retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1) and leisure (Use Class D2) units permitted to be constructed across the Development;
"NVQ"	means national vocational qualification;
"Off Site PT Facilities"	means Off Site practical training facilities for matters relating to construction to meet the needs of the Development and which would best assist in achieving the targets set out in paragraph 1.1;
"PDZ Viability Assessment"	has the meaning assigned to it in Schedule Schedule 15; [not used]
"Practical Training Land"	means land within the Site to be made available by the Developer for practical training purposes in matters relating to construction to assist in meeting the construction needs of the Development and to assist in achieving the targets set out in paragraph 1.1, the precise location, size and duration of provision to be agreed with the LPA pursuant to paragraph 3.2.1 which, for the avoidance of doubt, shall only include the provision of land and shall not require the erection of any buildings on such land by the Developer unless otherwise agreed between the Developer and the lessee of any such land;
"PTL Study"	means a detailed written study into: <ol style="list-style-type: none">1. the availability and suitability of Off Site PT Facilities; and2. whether the construction needs of the Development and the targets set out in paragraph 1.1 would be best assisted by the provision of the Practical Training Land and, if so, confirmation that the Practical Training Land should be provided;3. where it is confirmed that the Practical Training Land should be provided, the proposed rent for the Practical Training Land;

4. where it is confirmed that the Practical Training Land should not be provided:

4.1 in the event a LCS Careers Programme has not been Approved for the LCS Operational Period in which the PTL Study is being carried out, the measures to be included in the LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1; and

4.2 in the event a LCS Careers Programme has been Approved for the LCS Operational Period in which the PTL Study is being carried out, any Additional Employment Measures;

"Secured"

means, for the purposes of this Schedule, a planning permission for the IBC/MPC Legacy Development has been granted and:

1. such planning permission is subject to a condition requiring some or all of the Minimum Managed Workspace to be provided as part of the IBC/MPC Legacy Development; or
2. a deed has been entered into pursuant to Section 106 of the 1990 Act in respect of such planning permission and such deed contains a planning obligation requiring some or all of the Minimum Managed Workspace to be provided as part of the IBC/MPC Legacy Development

and in both cases the planning permission for the IBC/MPC Legacy Development has been implemented by the carrying out of a material operation as defined in Section 56(4) of the 1990 Act;

"Tier 1 Contracts"

means those direct construction contracts between the Developer and a third party construction contractor who directly covenants with the Developer for the construction of the Development;

"Tier 2 Contracts"

means those construction contracts entered into between the Tier 1 Contract contractors and its immediate supply chain contractors for the purposes of constructing the Development;

OPERATIVE PROVISIONS

1. CONSTRUCTION JOBS TARGET

1.1 Subject to paragraph 1.2, the Developer shall use Reasonable Endeavours to meet the following targets in respect of construction jobs at the Development:

Construction jobs (in addition to apprenticeships and improvers)	In Phase 1, a total of 25% of the construction workforce to be a Local Resident
	In Phase 2, a total of 28% of the construction workforce to be a Local Resident
	In Phase 3, a total of 30% of the construction workforce to be a Local Resident
Construction apprenticeships and improvers	<p>In each of Phase 1, Phase 2 and Phase 3 a total of:</p> <ol style="list-style-type: none"> 1. 3% of the construction workforce in each respective Phase to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents; and 2. 5% of the construction workforce in each respective Phase to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents

and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to seeking to obtain an obligation in any Construction Contract requiring the contractor of the Tier 1 Contract and the contractor of the Tier 2 Contract to use Reasonable Endeavours to meet the job targets specified in this paragraph and to pay the London Living Wage.

1.2 Where any variation to the Outline Site Wide Phase Plan is approved by the LPA pursuant to Condition LCS0.49, the Developer may also submit to the LPA for Approval any variations to the targets set out in paragraphs 1.1 and/or 2.1 arising as a result of such approved variation to the Outline Site Wide Phase Plan.

2. END-USE JOBS TARGET

2.1 Subject to paragraph 1.2, the Developer shall use Reasonable Endeavours to meet the following targets in respect of end-use jobs at the Development:

Retail commercial and leisure end-use jobs	In Phase 2, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident
	In Phase 3, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident
Retail commercial and leisure end-use training	<ol style="list-style-type: none"> 1. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents; and 2. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be improvers on training programmes leading to industry-recognised qualifications (other than an

	NVQ qualification) and of these at least 50% shall be Local Residents
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and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to promoting to the Non-Residential Lessee the payment of the London Living Wage by the Non-Residential Lessee and to seeking to obtain an obligation in any Non-Residential Lease requiring the Non-Residential Lessee to use Reasonable Endeavours to meet the end-use job targets specified in this paragraph.

3. **PRACTICAL TRAINING LAND**

3.1 The Developer shall not submit the first ZMP for the Development unless and until the Developer has submitted to the LPA, and the LPA has Approved, the first PTL Study.

3.2 In the event that the Approved first PTL Study concludes that the Practical Training Land should be provided, the Developer shall not Commence the Development unless and until the Developer:

3.2.1 has agreed with the LPA the precise location of the Practical Training Land within the Site, the precise size of such Practical Training Land and the duration the Practical Training Land shall be made available; and

3.2.2 has either:

(a) granted a lease of the Practical Training Land to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land; or

(b) where a lease for the Practical Training Land has not been granted to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land, the Developer has used Reasonable Endeavours to grant such lease within a period of not less than 5 (five) months from the date of such lease being first offered for grant to a training provider (the "Offer Period") at the rent set out in the Approved first PTL Study; and

3.2.3 has made the Practical Training Land available to a training provider.

3.3 In the event that an agreement for lease is not entered into or a lease is not granted in respect of the Practical Training Land within the Offer Period, the Developer shall submit a detailed written statement to the LPA for Approval explaining why the agreement for lease or lease has not been completed or granted (as applicable) (together with reasonable evidence demonstrating that it has used Reasonable Endeavours) and upon the Approval of such written statement the Developer's obligation to provide the Practical Training Land prior to Commencement shall fall away subject to the Developer's on-going obligations under paragraph 7.

3.4 Where a lease of the Practical Training Land is granted to a training provider the Developer shall:

3.4.1 provide and continue to make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details agreed pursuant to paragraph 3.2.1; and

3.4.2 fence the Practical Training Land prior to the handover to any training provider

and any costs incurred by the Developer in relation to the preparation of the Practical Training Land, the construction of any facilities on the Practical Training Land which the Developer may elect to construct and its use shall be defrayed from the LCSCPG Contribution.

- 3.5 In the event that the Approved first PTL Study concludes that there are available or suitable Off Site PT Facilities or that the construction needs of the Development and the targets set out in paragraph 1.1 would not be assisted by the Practical Training Land, the Developer's obligation to provide the Practical Training Land prior to Commencement shall fall away subject to the Developer's on-going obligations under paragraph 7.
- 3.6 Any lease for the Practical Training Land to be granted pursuant to this paragraph 3, shall be granted at a rent of no more than that set out in the Approved first PTL Study.

4. THE LCSCPG AND LCSCPG CONTRIBUTION

- 4.1 Prior to or on submission of the first ZMP for the Development, LLDC shall, at its sole expense, establish and thereafter operate LCSCPG in accordance with the LCSCPG Operating Procedures.
- 4.2 The Developer shall not submit the first ZMP for the Development unless and until the LCSCPG has been established in accordance with paragraph 4.1.
- 4.3 The Development shall not Commence unless and until LLDC has deposited into the LCSCPG Account the first instalment of the LCSCPG Contribution as identified in the Approved first LCS Careers Programme for the first LCS Operational Period of the Development.
- 4.4 The Developer shall not Commence the Development unless and until the first instalment of the LCSCPG Contribution as identified in the Approved first LCS Careers Programme for the first LCS Operational Period of the Development has been deposited into the LCSCPG Account.
- 4.5 Within 20 (twenty) Working Days following Approval of each subsequent LCS Careers Programme pursuant to paragraphs 6.3 and 6.4, LLDC shall deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution as identified in the relevant LCS Careers Programmes for each respective LCS Operational Periods.
- 4.6 Where an Approved monitoring and review report prepared pursuant to paragraph 7 includes a PTL Study that identifies any Additional Employment Measures, within 20 (twenty) Working Days following Approval of such monitoring and review report including such PTL Study LLDC shall deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution needed to meet the cost of delivering such Additional Employment Measures.
- 4.7 In the event that at the Completion of the Development any part of the LCSCPG Contribution has not been paid into the LCSCPG Account, LLDC shall pay such remaining funds to the LPA for the LPA to spend in accordance with Clause 8.5.

5. THE LCSCPG ACCOUNT

5.1 Establishing and Operating the LCSCPG Account

- 5.1.1 LLDC shall set up the LCSCPG Account within four months of 28th September 2012 and in any event prior to Commencement of Development for the purpose of receiving the LCSCPG Contribution.
- 5.1.2 LLDC shall ensure that the LCSCPG Account shall be in the name of the "London Legacy Development Corporation."

- 5.1.3 LLDC shall ensure that the LCSCPG Account shall 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.
- 5.1.4 The interest accruing in the LCSCPG Account will form part of the LCSCPG Contribution.
- 5.1.5 The Developer shall not Commence the Development unless and until the LCSCPG Account has been set up to receive the LCSCPG Contribution in accordance with paragraphs 5.1.1 to 5.1.5 (inclusive).

5.2 Mechanics for draw down from the LCSCPG Account

- 5.2.1 During each LCS Operational Period, LLDC shall draw down from the LCSCPG Account such funds as is required to deliver the aims, objectives and measures set out in the applicable LCS Careers Programme for that LCS Operational Period.
- 5.2.2 In the event that during any LCS Operational Period LLDC does not expend all of the instalment of the LCSCPG Contribution for that LCS Operational Period, the remaining funds of the instalment shall be available for expenditure in subsequent LCS Operational Periods.

5.3 Closure of the LCSCPG Account

- 5.3.1 The LCSCPG Account shall be closed on the earlier of:
 - (a) the LCSCPG ceasing to exist pursuant to the LCSCPG Operating Procedures; and
 - (b) the date that the LCSCPG Account ceases to have a credit balance of more than £1 (£one pound).
- 5.3.2 Where the LCSCPG Account is closed pursuant to paragraph 5.3.1(a), LLDC shall pay any funds remaining in the LCSCPG Account to the LPA for the LPA to spend in accordance with Clause 8.5.

6. LCS CAREERS PROGRAMME

- 6.1 Prior to or on submission of the first ZMP for the Development, LLDC shall submit a draft of the first LCS Careers Programme for the first LCS Operational Period of the Development to the LCSCPG for consideration and will take into account LCSCPG's comments in preparing any amendments to the first LCS Careers Programme before submitting it to the LPA for Approval.
- 6.2 The Developer shall not Commence the Development unless and until the first LCS Careers Programme has been submitted to the LPA for Approval and has been Approved.
- 6.3 No later than three months prior to the end of the each LCS Operational Period, LLDC shall submit a draft of the next LCS Careers Programme for the next LCS Operational Period of the Development to the LCSCPG for consideration and will take into account LCSCPG's comments in preparing any amendments to the next LCS Careers Programme before submitting it to the LPA for Approval.
- 6.4 The provisions of paragraph 6.3 shall continue to apply to all LCS Operational Periods until the LCSCPG ceases to exist pursuant to the LCSCPG Operating Procedures.
- 6.5 Following the Approval of each LCS Careers Programme and subject to any updates and/or revisions as may be Approved pursuant to paragraph 7, LLDC shall implement

and continue to implement each Approved LCS Careers Programme for the relevant LCS Operational Period.

- 6.6 Each LCS Careers Programme shall, as a minimum, include initiatives and measures to provide education and training opportunities and employment advice and programmes in order to assist Local Residents to gain employment in jobs related to the Development by increasing their knowledge, skills, experience and confidence, such initiatives and measures to include (but not limited to):
- 6.6.1 measures to be adopted to enable the Agreed Targets to be achieved including provision of the Practical Training Land or Additional Employment Measures identified by a PTL Study to be included in the LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1;
 - 6.6.2 labour market forecasting for both construction and end-use workforce requirements across the Development;
 - 6.6.3 skills training to meet both construction and end-use workforce requirements across the Development;
 - 6.6.4 job and apprenticeship brokerage including any requirements for on-Site facilities to assist in bringing job-seekers and employers based at the Development together;
 - 6.6.5 methods of raising awareness within the Host Boroughs of career opportunities and supply-chain opportunities during the construction of the Development and post-construction of the Development; and
 - 6.6.6 the instalment of the LCSCPG Contribution needed to meet the anticipated cost of delivering the aims, objectives and measures set out in the LCS Careers Programme for the relevant LCS Operational Period and the cost of delivering any Practical Training Land to be provided pursuant to paragraph 3 or paragraph 7 (as applicable).
- 6.7 Where any PTL Study identifies any Additional Employment Measures, following the Approval of such PTL Study the Additional Employment Measures identified in such PTL Study shall be deemed to form part of the relevant Approved LCS Careers Programme for the LCS Operational Period applicable to that PTL Study.

7. MONITORING AND REVIEW

- 7.1 LLDC will submit a draft monitoring and review report to the LCSCPG every 12 (twelve) months until the LCSCPG ceases to exist pursuant to the LCSCPG Operating Procedures, the first such report to be submitted to the LCSCPG no later than 31 March following the first anniversary of the start of the first LCS Operational Period, each report to contain the following information:
- 7.1.1 progress in the Developer achieving the Agreed Targets, including (to the extent LLDC is not prevented from doing so by any rule of law whether domestic or international and to the extent LLDC is provided with such data (having used Reasonable Endeavours to obtain such data from the Developer)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status;
 - 7.1.2 progress in implementing the relevant LCS Careers Programme together with any updates and/or revisions to the relevant LCS Careers Programme;
 - 7.1.3 where the Practical Training Land has been provided pursuant to paragraphs 3 or 7.3 (as applicable), a review of:

- (a) the effectiveness of such Practical Training Land in assisting to meet the construction needs of the Development and/or in assisting to achieve the targets set out in paragraph 1.1; and
- (b) the term of years left on the lease granted to the training provider in respect of the Practical Training Land

and where such review concludes that Practical Training Land has assisted in meeting the construction needs of the Development and/or has assisted in achieving the targets set out in paragraph 1.1 and the lease of the Practical Training Land is due to come to an end in the following 12 (twelve) month period, a PTL Study;

- 7.1.4 where no Practical Training Land has been provided as a result of paragraphs 3.3 or 3.5 or 7.4, a PTL Study;
- 7.1.5 the number of Non-Residential Unit completions across the Development; and
- 7.1.6 annual certificated accounts (marked for the attention of the Director of Planning Decisions at the LPA) of the LCSCPG Account setting out:
 - (a) the expenditure of the relevant instalment of the LCSCPG Contribution including an itemised statement detailing all interest accruing to and all payments out of the LCSCPG Account annually; and
 - (b) the forecast spend of the relevant LCSCPG Contribution against the relevant LCS Careers Programme for the forthcoming 12 month period including, where Additional Employment Measures are identified in a PTL Study, whether any further instalment of the LCSCPG Contribution is needed

and LLDC will take into account have the LCSCPG's comments before submitting each monitoring and review report to the LPA for Approval and where LLDC does not agree with such comments, the monitoring and review report shall include a reasoned explanation and justification of why such comments have not been incorporated.

7.2 LLDC will submit each monitoring and review report (the draft of which having been prepared pursuant to paragraph 7.1) to the LPA for Approval no later than four weeks following receipt of the LCSCPG's comments on the draft monitoring and review report.

7.3 Where the PTL Study Approved as part of a monitoring and review report pursuant to paragraph 7.2 concludes that the Practical Training Land should be provided, the Developer shall:

- 7.3.1 where Practical Training Land has not been provided:
 - (a) within three months of the Approval of such PTL Study, agree with the LPA the precise location of the Practical Training Land within the Site, the precise size of such Practical Training Land, the duration the Practical Training Land shall be made available and the timetable for the delivery of the Practical Training Land;
 - (b) within 15 Working Days of agreeing with the LPA the details set out in paragraph 7.3.1(a), offer to grant a lease of the Practical Training Land to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land at the rent set out in such Approved PTL Study and shall use Reasonable Endeavours to enter into such

lease for a period of 5 (five) months from the lease being first offered for grant;

- (c) make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details and timetable for delivery agreed pursuant to paragraph 7.3.1(a); and
- (d) where a lease of the Practical Training Land is granted to a training provider the Developer shall:
 - (i) provide and continue to make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details agreed pursuant to paragraph 7.3.1(a); and
 - (ii) fence the Practical Training Land prior to the handover to any training provider

and any costs incurred by the Developer in relation to the preparation of the Practical Training Land, the construction of any facilities on the Practical Training Land and its use shall be defrayed from the LCSCPG Contribution.

7.3.2 where Practical Training Land has been provided and the lease of the Practical Training Land is due to come to an end in the following 12 (twelve) month period, use Reasonable Endeavours to enter into a new lease of such Practical Training Land with a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land.

7.4 In the event that an agreement for lease is not entered into or a lease is not granted within 5 (five) months of the first offer having been made pursuant to paragraph 7.3.1(b) or 7.3.2, the Developer shall submit a detailed written statement to the LPA for Approval explaining why the agreement for lease or lease has not been completed or granted (as applicable) (together with reasonable evidence demonstrating that it has used Reasonable Endeavours) and upon the Approval of such written statement the Developer's obligation to provide the Practical Training Land shall fall away subject to the Developer's on-going obligations under this paragraph 7.

7.5 Any lease for the Practical Training Land to be granted pursuant to this paragraph 7, shall be granted at a rent of no more than that set out in the Approved PTL Study.

8. **MANAGED WORKSPACE**

8.1 In the event as at submission of the SZMP for SPDZ 5A, the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Developer shall not be required to provide the Minimum Managed Workspace in the B1 Units in SPDZ 5A.

8.2 In the event as at submission of the SZMP for SPDZ 5A, some or all of the Minimum Managed Workspace has not been Secured as part of the IBC/MPC Legacy Development, the following shall apply:

8.2.1 the SZMP for SPDZ 5A shall identify the proposed location of the LCS Minimum Managed Workspace within SPDZ 5A;

- 8.2.2 the Developer shall not Occupy more than 380 (three hundred and eighty) of the Residential Units which are permitted to be constructed in SPDZ 5A unless and until:
- (a) the LCS Minimum Managed Workspace has been let on market lease terms; or
 - (b) where all or part of the LCS Minimum Managed Workspace has not been let, the Developer has used Reasonable Endeavours to enter into an agreement for lease or grant a lease in respect of the LCS Minimum Managed Workspace within the Managed Workspace Marketing Period, the Developer has submitted the Managed Workspace Marketing Report to the LPA for Approval and the LPA has Approved the Managed Workspace Marketing Report;
- 8.2.3 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA does not Approve the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace and the provisions of paragraph 8.2.2 shall re-apply;
- 8.2.4 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA has Approved the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace on the lease terms set out in the Approved Managed Workspace Marketing Report and the Developer shall use Reasonable Endeavours to enter into such agreement for lease or grant such lease within 3 (three) months of the expiry of the First Offer Period (the "Second Offer Period");
- 8.2.5 where an agreement for lease or lease for the LCS Minimum Managed Workspace is not completed or granted (as applicable) within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to complete or grant such agreement for lease or lease (as applicable), the Developer shall not be required to provide the LCS Minimum Managed Workspace as part of the Development in SPDZ 5A notwithstanding that the SZMP for SPDZ 5A shows the provision of LCS Minimum Managed Workspace;
- 8.2.6 where the Developer enters into an agreement for lease or grants a lease in respect of some or all of the LCS Minimum Managed Workspace in SPDZ 5A, the Developer shall deliver such LCS Minimum Managed Workspace in SPDZ 5A and following the grant of a lease in respect of some or all of the LCS Minimum Managed Workspace and if and so long as such lease (or any renewed or replacement lease) subsists, the LCS Minimum Managed Workspace subject to such lease shall not unless otherwise agreed in writing with the LPA be used other than for Managed Workspace.

~~8.3 In the event as at submission of the SZMP for SPDZ 8A, the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 5A, the Developer shall not be required to provide the Minimum Managed Workspace in the B1 Units in SPDZ 8A.~~

~~8.4 In the event as at submission of the SZMP for SPDZ 8A, some or all of the Minimum Managed Workspace has not been provided and delivered as part of the IBC/MPC~~

Legacy Development and/or as part of the Development in SPDZ 5A, the following shall apply:

8.3 [Not used].

8.4 [Not used].

~~8.4.1 the SZMP for SPDZ 8A shall identify the proposed location of the LCS Minimum Managed Workspace within SPDZ 8A;~~

~~8.4.2 the Developer shall not Occupy more than 539 (five hundred and thirty-nine) of the Residential Units which are permitted to be constructed in SPDZ 8A unless and until:~~

~~(a) the LCS Minimum Managed Workspace has been let on market lease terms; or~~

~~(b) where all or part of the LCS Minimum Managed Workspace has not been let, the Developer has used Reasonable Endeavours to enter into an agreement for lease or grant a lease in respect of the LCS Minimum Managed Workspace within the Managed Workspace Marketing Period, the Developer has submitted the Managed Workspace Marketing Report to the LPA for Approval and the LPA has Approved the Managed Workspace Marketing Report;~~

~~8.4.3 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA does not Approve the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace and the provisions of paragraph 8.4.2 shall re-apply;~~

~~8.4.4 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA has Approved the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace on the lease terms set out in the Approved Managed Workspace Marketing Report and the Developer shall use Reasonable Endeavours to enter into such agreement for lease or grant such lease within 3 (three) months of the expiry of the First Offer Period (the "Second Offer Period");~~

~~8.4.5 where an agreement for lease or lease for the LCS Minimum Managed Workspace is not completed or granted (as applicable) within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to complete or grant such agreement for lease or lease (as applicable), the Developer shall not be required to provide the LCS Minimum Managed Workspace as part of the Development in SPDZ 8A notwithstanding that the SZMP for SPDZ 8A shows the provision of LCS Minimum Managed Workspace;~~

~~8.4.6 where the Developer enters into an agreement for lease or grants a lease in respect of some or all of the LCS Minimum Managed Workspace in SPDZ 8A, the Developer shall deliver such LCS Minimum Managed Workspace in SPDZ 8A and following the grant of a lease in respect of some or all of the LCS Minimum Managed Workspace and if and so long as such lease (or any renewed or replacement lease) subsists, the LCS Minimum Managed~~

~~Workspace subject to such lease shall not unless otherwise agreed in writing with the LPA be used other than for Managed Workspace.~~

9. **AFFORDABLE WORKSPACE**

~~Subject to the PDZ Viability Assessment, in respect of SPDZ 5A and SPDZ 8A, not less than 930sq m of B1 Units in SPDZ 5A and/or SPDZ 8A shall be provided as Affordable Workspace.~~

9.1 [Not used].

10. **APPROVAL**

10.1 The LPA shall confirm whether or not it Approves any Approval Document submitted to it under this Schedule within:

10.1.1 20 (twenty) Working Days of receipt of any Approval Document; or

10.1.2 where the LPA decides that it needs to report any Approval Document to its planning committee, 40 (forty) Working Days of receipt of such Approval Document

PROVIDED THAT where paragraph 10.1.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 10 (ten) Working Days of receipt of any Approval Document submitted to it under this Schedule and **FURTHER PROVIDED THAT** in the event the LPA refuses to Approve any Approval Document 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 10

GREEN INFRASTRUCTURE – BAP AND PUBLICLY ACCESSIBLE OPEN SPACE

RECITALS

- (A) The Planning Application seeks planning permission for open space, including areas for biodiversity, to support the Development. This open space provision adds to the 102 hectares of PAOS previously permitted under the Olympic Consents and required to be provided at the conclusion of the Legacy Transformation Phase. The provision for biodiverse areas also complements the habitats set out in the Olympic Park Biodiversity Action Plan 2008.
- (B) It has been agreed that a new Biodiversity Action Plan shall be prepared for the Olympic Park which covers both the area approved under the Olympic Park Biodiversity Action Plan 2008 and the Site. This Schedule also sets out the obligations for the Developer and the LPA with respect to providing a minimum of 45ha of and a maximum of 49.1 ha of BAP Habitat for the Olympic Park.
- (C) On open space, this Schedule sets out the obligations to provide a minimum of 102 ha and a maximum of 110 ha of PAOS. It has been agreed that the Developer will prepare a PAOS Plan for the Olympic Park.

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;
- "BAP Habitat"** means the type and quality of space and features to support the priority habitats and species outlined in the Olympic Park Biodiversity Action Plan 2008;
- "Biodiversity Action Plan"** means a plan for the BAP Habitat in the Olympic Park which:
1. sets out a Olympic Park wide quantum of BAP Habitat of 49.1ha which is based on the anticipated provision of 4.4ha of BAP Habitat on the Stadium Site as part of Stadium Transformation and in the event Stadium Transformation does not provide 4.4ha of BAP Habitat on the Stadium Site the Olympic Park wide quantum of BAP Habitat will be reduced accordingly and for the avoidance of doubt in the event the quantum of BAP Habitat in the Olympic Park that is not Site BAP Habitat is reduced during the duration of the Biodiversity Action Plan, the Developer will not be required to increase the quantum of Site BAP Habitat to compensate for such reduction;
 2. builds on and delivers the vision for biodiversity enhancement and conservation in the Olympic Park and identifies strategic directions that take account of the international, national, regional and local conservation scene;
 3. provides a guide to nature conservation measures and biodiversity objectives for all those involved in the management and maintenance of the Olympic Park;

4. outlines action required to establish and conserve species and habitats of conservation concern in the Olympic Park;
5. sets out the detailed maintenance and management regime for the BAP Habitat in the Olympic Park;
6. outlines long-term management actions to ensure successful establishment and an increase in value of created habitat;
7. promotes coordinated action and increased effort to benefit wildlife in the Olympic Park; and
8. provides opportunities for local people to get involved in nature conservation work and biodiversity related activities;

"Canal & River Trust"	means the company of that name limited by guarantee formed and registered under the Companies Act 2006 (c. 46) with company number 07807276 and which on 2 July 2012 the functions exercisable by the British Waterways Board were transferred to it by virtue of The British Waterways Board (Transfer of Functions) Order 2012;
"Condition LTD.22"	means condition LTD.22 attached to the OLF Permission;
"Lee Valley Regional Park Authority"	means the authority of that name established pursuant to the Lee Valley Regional Park Act 1966;
"LLDC Land"	means that part of the Olympic Park that is owned by LLDC or over which LLDC has control such that it is able to implement the Biodiversity Action Plan and the PAOS Plan and carry out the monitoring pursuant to paragraphs 1.3 and 2.3;
"LLDC's BAP"	means the BAP Habitat provided on LLDC Land;
"LLDC's PAOS"	means the PAOS provided on LLDC Land;
"Non LLDC BAP"	means the BAP Habitat that is not provided on LLDC Land;
"Non LLDC Land"	means that part of the Olympic Park that is not LLDC Land;
"Non LLDC PAOS"	means the PAOS that is not provided on LLDC Land;
"Olympic Park Biodiversity Action Plan 2008"	means the biodiversity action plan submitted to the LPA pursuant to condition OD.0.11 of the OLF Permission and approved by the LPA on 4 March 2009 (under application reference 08/90297/AODODA);
"Olympic Stadium"	means the stadium approved pursuant to the OLF Permission and the subject of a planning application submitted to the LPA and given reference number 12/90349/FUMODA by the LPA;
"PAOS Plan"	means a plan for the PAOS in the Olympic Park which: <ol style="list-style-type: none">1. sets out a Olympic Park wide quantum of PAOS of 110ha and for the avoidance of doubt in the event the quantum of PAOS in the Olympic Park that is not Site PAOS is reduced during the duration of the PAOS Plan, the

Developer will not be required to increase the quantum of the Site PAOS to compensate for reduction; and

2. builds on and delivers the vision for Publicly Accessible Open Space in the Olympic Park and identifies strategic directions that take account of the international, national, regional and local conservation scene;

"Publicly Accessible Open Space" or "PAOS"

areas of coherent open space which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space;

"Site BAP Habitat"

means the BAP Habitat provided as part of the Development pursuant to Conditions LCS0.137, 138, 143, 144, 145, 146 and 151 and paragraph 1;

"Site PAOS"

means the PAOS provided as part of the Development pursuant to Conditions LCS0.137, 144, 147 and 148 and paragraph 2;

"Stadium Site"

means PDZ3 as identified in the Olympic Consents;

"Stadium Transformation"

means the transformation of the Olympic Stadium for legacy use following the end of the Games and the Legacy Transformation Phase.

OPERATIVE PROVISIONS

1. Biodiversity Action Plan – Legacy Phase

1.1 BAP Habitat

1.1.1 Subject always to paragraph 1.1.2, LLDC shall use Reasonable Endeavours to provide 49.1ha of BAP Habitat within the Olympic Park and **FOR THE AVOIDANCE OF DOUBT** the figure of 49.1ha is based upon the anticipated provision of 4.4 ha of BAP Habitat on the Stadium Site as part of Stadium Transformation and in the event that Stadium Transformation as may be approved by the LPA does not provide 4.4ha of BAP Habitat on the Stadium Site the 49.1ha Olympic Park wide quantum of BAP Habitat shall be reduced accordingly.

1.1.2 LLDC shall provide no less than 45ha of BAP Habitat in the Olympic Park (which for the avoidance of doubt includes the Site BAP Habitat) **SAVE THAT** in the event that the LPA approves any planning application that reduces the quantum of BAP Habitat in the Olympic Park that is not Site BAP Habitat, LLDC shall not be required to increase the quantum of Site BAP Habitat to compensate for such reduction.

1.2 Preparation of Olympic Park Wide Biodiversity Action Plan

1.2.1 Prior to Occupation of any Residential Units, LLDC shall prepare and submit to the LPA for Approval a Biodiversity Action Plan for the Olympic Park.

- 1.2.2 The Developer shall not Occupy any Residential Units unless and until the Biodiversity Action Plan has been submitted to the LPA pursuant to paragraph 1.2.1 and has been Approved.
- 1.2.3 LLDC shall use Reasonable Endeavours to liaise with Lee Valley Regional Park Authority, Canal & River Trust and the London Borough of Hackney (as land owner of part of the Non LLDC Land) and any other owners of Non LLDC Land in the preparation of the Biodiversity Action Plan in relation to those parts of the Biodiversity Action Plan that relate to Non LLDC Land.
- 1.2.4 On submission of the Biodiversity Action Plan, the LPA shall consult on the content of the said Biodiversity Action Plan with Natural England, Canal & River Trust, the Environment Agency, Lee Valley Regional Park Authority, London Wildlife Trust, the London Borough of Hackney and such other organisations with an interest in nature conservation work and biodiversity as it may consider appropriate to consult.
- 1.2.5 Following each monitoring process pursuant to paragraphs 1.3.1(a) and 1.3.1(b), the LPA shall in consultation with LLDC and with regard to the results of the monitoring process required by paragraphs 1.3.1(a) and 1.3.1(b), determine whether an update is required to the Biodiversity Action Plan and, if it determines that an update is so required, LLDC shall update the Biodiversity Action Plan as soon as practicable thereafter.

1.3 Monitoring, Maintaining and Managing the BAP Habitat

- 1.3.1 At the same time as submitting the Biodiversity Action Plan to the LPA, LLDC shall submit details to the LPA for Approval of a mechanism to:
 - (a) monitor the implementation of the Biodiversity Action Plan on the LLDC Land and measure the success of the measures set out therein in respect of the LLDC BAP;
 - (b) use Reasonable Endeavours to secure the monitoring of the implementation of the Biodiversity Action Plan on Non LLDC Land and measure the success of the measures set out therein in respect of Non LLDC BAP;
 - (c) report the information referred to at paragraphs 1.3.1(a) and 1.3.1(b) to the LPA; and
 - (d) the monitoring pursuant to paragraphs 1.3.1(a) and 1.3.1(b) shall take place annually on the anniversary of the Approval of the Biodiversity Action Plan for the first three years following Approval of the Biodiversity Action Plan and thereafter every two years up to Completion of the Development unless otherwise agreed in writing with the LPA.
- 1.3.2 Immediately following delivery of any Site BAP Habitat and until Completion of the Development, the Developer shall:
 - (a) comply with the provisions of the Approved Biodiversity Action Plan in relation to Site BAP Habitat;

- (b) commence and continue to monitor all Site BAP Habitat and report the results of such monitoring to the LPA in accordance with the mechanism agreed pursuant to paragraph 1.3.1; and
- (c) maintain all Site BAP Habitat in accordance with the Approved Biodiversity Action Plan; and
- (d) manage all Site BAP Habitat in accordance with the Approved Biodiversity Action Plan and as required by the monitoring exercise.

2. PAOS Plan – Legacy Phase

2.1 Provision of Publicly Accessible Open Space

- 2.1.1 Subject always to paragraph 2.1.2, LLDC shall use Reasonable Endeavours to ensure the provision of 110ha of PAOS within the Olympic Park.
- 2.1.2 LLDC shall provide no less than 102ha of PAOS in the Olympic Park (which for the avoidance of doubt includes the Site PAOS) (as required under Condition LTD.22) **SAVE THAT** in the event that the LPA approves any planning application that reduces the quantum of PAOS within the Olympic Park that is not Site PAOS, LLDC shall not be required to increase the quantum of Site PAOS to compensate for such reduction.

2.2 Preparation of Olympic Park Wide PAOS Plan

- 2.2.1 Prior to Occupation of any Residential Units, LLDC shall prepare and submit to the LPA for Approval a PAOS Plan for the Olympic Park. and the Developer shall not Occupy any Residential Units until the PAOS Plan has been Approved by the LPA.
- 2.2.2 The Developer shall not Occupy any Residential Units unless and until the PAOS Plan has been submitted to the LPA pursuant to paragraph 2.2.1 and has been Approved.
- 2.2.3 LLDC shall use Reasonable Endeavours to liaise with any owners of Non LLDC Land in the preparation of the PAOS Plan in relation to those parts of the PAOS Plan that relate to Non LLDC Land.
- 2.2.4 On submission of the PAOS Plan, the LPA shall consult on the content of the said PAOS Plan with the GLA and such other organisations with an interest in PAOS as it considers appropriate to consult.
- 2.2.5 Following each monitoring process pursuant to paragraphs 2.3.1(a) and 2.3.1(b), the LPA shall in consultation with LLDC and with regard to the results of the monitoring process required by paragraphs 2.3.1(a) and 2.3.1(b), determine whether an update is required to the PAOS Plan and, if it determines that an update is so required, LLDC shall update the PAOS Plan as soon as practicable thereafter.

2.3 Monitoring the PAOS

- 2.3.1 At the same time as submitting the PAOS Plan to the LPA, LLDC shall submit details to the LPA for Approval of a mechanism to:
 - (a) monitor the implementation of the PAOS Plan on the LLDC Land;

- (b) use Reasonable Endeavours to secure the monitoring of the implementation of the PAOS Plan on Non LLDC Land;
- (c) report the information referred to at paragraphs 2.3.1(a) and 2.3.1(b) to the LPA; and
- (d) the monitoring pursuant to paragraphs 2.3.1(a) and 2.3.1(b) shall take place annually on the anniversary of the Approval of the PAOS Plan for the first three years following Approval of the PAOS Plan and thereafter every two years up to completion of the Development unless otherwise agreed in writing with the LPA.

2.3.2 Immediately following Approval of the PAOS Plan and until Completion of the Development, the Developer shall;

- (a) comply with the provisions of the Approved PAOS Plan in relation to Site PAOS;
- (b) use Reasonable Endeavours to comply with the provision of the Approved PAOS Plan in relation to PAOS on Non LLDC Land; and
- (c) commence and continue to monitor all PAOS and report the results of such monitoring to the LPA in accordance with the mechanism agreed pursuant to paragraph 2.3.1.

3. APPROVAL

3.1 The LPA shall confirm whether or not it Approves each Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 within:

3.1.1 20 (twenty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1; or

3.1.2 where the LPA decides that it needs to report such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 to its planning committee, 40 (forty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1

PROVIDED THAT where paragraph 3.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 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.

[SCHEDULE 11]

SUSTAINABILITY

RECITALS

- (A) The Planning Application seeks consent for a mixed use development and it is a key objective that the Development builds on the sustainability legacy from the Olympic Development.
- (B) It has been agreed that each element of the Development is designed and consented with regard to future sustainability policy requirements.
- (C) In addition it is agreed that the investment in the low carbon energy infrastructure for the Olympic Development is utilised across the Development.
- (D) This schedule sets out the obligations to extend and connect to the existing District Heating Network and the Old Ford Facility. It also sets out obligations in relation to the achievement of "zero carbon" targets for residential and non- residential buildings through the use of "Allowable Solutions" and the development of such policies during the Development and a review mechanism for delivering sustainability enhancements as required by changes in policy during the Development.

DEFINITIONS

- "Amenity Value"** means water that is integrated within the landscape and green infrastructure (and which may also be integrated with sustainable drainage systems) associated with the Development that contribute to the well being of residents/visitors by creating an attractive and interesting public realm and promoting increased leisure and recreational opportunities
- "Approved"** means, in the context of this Schedule, approved by the LPA pursuant to paragraph 6 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly
- "Baseline Conditions"** means the sustainability requirements imposed in the Conditions to the Permission
- "Carbon Reduction Targets"** means the CO₂ emission reduction targets set out in paragraph 2.1 of this Schedule
- "District Heating Network"** means the Olympic Park district heating network
- "Existing Non-Potable Water Network"** means the existing non potable water network in PDZs 3, 4, 5 and 6
- "Feasibility Conclusions"** means the conclusions, taking into account all aspects of the Old Ford Study, as to whether it is feasible (both financially and technically):
 - (a) to use the Old Ford Facility to supply non-potable water to the Development in PDZs 4, 5 and 6; and/or

- (b) to extend the Old Ford Facility to supply non-potable water to the Development in **PDZs 8 and PDZ 12**
- and, if so, the extent to which it is feasible (both financially and technically) to be so used and/or extended and a programme for the delivery of such use or extension
- "Locally Adopted Offset Solutions"** means any offsetting arrangement formally adopted by the relevant planning authority under London Plan Policy 5.2 or any replacement from time to time
- "National Solutions"** **Allowable** means any offsetting arrangement contained in policy that may be brought forward by the Government on Zero Carbon to enable Zero Carbon objectives to be met via an Off-Site Hierarchy
- "Offset Solutions"** means, prior to Locally Adopted Offset Solutions or National Allowable Solutions being adopted, a scheme or schemes for carbon reduction prepared in accordance with the Off-Site Hierarchy and agreed with the LPA in consultation with the Host Boroughs and having regard to relevant GLA policy or, if no such policy, having regard to the contents of the Zero Carbon Hub report entitled "Allowable Solutions for Tomorrow's New Homes: Towards a Workable Framework Dated July 2011"
- "Off-Site Hierarchy"** means a hierarchy where On Plot carbon reduction measures are preferred, followed by On Site carbon reduction measures (where near On Plot measures are preferable to measures which are further from the On Plot) and then Off Site carbon reduction measures (where near Site measures are preferable to measures which are further from the Site)
- "Old Ford Facility"** means the non potable water facility at Old Ford and the Existing Non-Potable Water Network
- "Old Ford Study"** means a study to establish the feasibility (both financially and technically) of:
- (a) the use of the Old Ford Facility to supply non-potable water to the Development in PDZs 4, 5 and 6; and
- (b) the extension of the Old Ford Facility to supply non-potable water to the Development in **PDZs 8 and PDZ 12**;
- to be submitted to and approved by the LPA pursuant to paragraphs 3.3 and 6 and which shall include the following:
- (i) an assessment of the likelihood of obtaining the necessary licensing, permitting and consents;
- (ii) an assessment of the hydraulic and process capacity, technical capability and water quality control of the Old Ford Facility considering existing

and alternative technology opportunities that may be utilised at the facility;

- (iii) an assessment of opportunities to increase the hydraulic and process capacity of the Old Ford Facility to supply non potable water to the Development;
- (iv) identifying and appraising alternative non potable water supply technologies that would enable the reduction of potable water use across the Development, such appraisal to be taken into account in the analysis pursuant to paragraph (v);
- (v) a life cycle cost benefit analysis compared with other water resource measures (including other non potable water resource measures) to reduce potable water use at the Development across a range of water demand uses. The analysis must include an assessment of the sustainability benefits of the water resource options including in terms of Water Neutrality, embodied and operational carbon, resilience/adaptability to climate change, surface water drainage and flood risk, biodiversity, Amenity Value and water quality. The analysis should identify how weighting has been applied; and
- (vi) the Feasibility Conclusions

"On Plot"		means within the site of the relevant Reserved Matters application
"Regulated Emissions"		means CO ₂ emissions resulting from energy uses regulated by the Building Regulations 2010 as amended from time to time
"Residual CO₂ Emissions"		means the difference between: <ul style="list-style-type: none">(a) the applicable Carbon Reduction Targets; and(b) the actual reduction of Regulated Emissions achieved through On Plot measures
"Sustainability Contribution"		means the amount identified in the Confidential Appendix as being the sum available for the measures set out in paragraphs 3.5, 3.6 and 3.7
"Sustainability Consultant"	Cost	means the cost consultant to be jointly appointed by LLDC and the LPA in accordance with paragraph 5.8
"Sustainability Enhancements"		means measures and works required to enhance the sustainability performance of the Development above the requirements of the Baseline Conditions in order to comply with Sustainability Planning Policies current at the date of submission of the ZMP for the relevant PDZ and at the date of submission of the SZMP for the relevant SPDZ
"Sustainability Enhancements Cap"		means a total spend of £1,170,000 (one million, one hundred and seventy thousand pounds) (Indexed) across the Site

"Sustainability Policies"	Planning	means national, London-wide, local and neighbourhood planning policies relating to sustainability, including without limitation policies relating to energy demand and supply, carbon emissions, waste and materials, water supply and demand and climate resilience
"Thames Water Study"		means a seven year study which started in February 2012 carried out by Thames Water on the technical feasibility of the continued use of the Old Ford Facility
"Water Neutrality"		means total potable water use across the wider area after the Development is equal to or less than total potable water use across the wider area before the Development
"Zero Carbon"		means zero Regulated Emissions

OPERATIVE PROVISIONS

1. **EXTENSION OF DISTRICT HEATING NETWORK TO PDZS 8 AND PDZ 12**
 - 1.1 LLDC shall use Reasonable Endeavours to extend the District Heating Network to allow the connection of all buildings to be constructed in PDZs 8 and PDZ 12 and shall provide a written report to the LPA not less than once every 12 (twelve) months following the Commencement of Development until the date specified in paragraph 1.2 below outlining the steps LLDC has taken to satisfy this obligation and the progress made towards securing the extension.
 - 1.2 LLDC's obligations in paragraph 1.1 shall cease to apply:
 - ~~1.2.1 in the case of PDZ8, upon Occupation of the first Residential Unit in PDZ8; and~~
 - 1.2.1 [not used]
 - 1.2.2 in the case of PDZ12, upon Occupation of the first Residential Unit in PDZ 12.
2. **CO2 EMISSION REDUCTIONS**
 - 2.1 The Developer shall use Reasonable Endeavours to achieve as a minimum the following CO₂ emission reduction targets through On Plot measures to reduce Regulated Emissions by exploring a variety of alternatives to deliver such reductions:
 - 2.1.1 25% improvement on 2010 Building Regulations in the period to 2013
 - 2.1.2 40% improvement on 2010 Building Regulations from 2013
 - 2.1.3 Zero Carbon for all dwellings from 2016
 - 2.1.4 Zero Carbon for non-residential buildings from 2019
 - 2.2 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Offset Solutions to meet the applicable Carbon Reduction Targets as at the date of the relevant Reserved Matters application, no Development shall be Commenced pursuant to the relevant Reserved Matters approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is £46 (forty six pounds) (Indexed)

"B" is the tonnage of Residual CO₂ Emissions to be off set by Offset Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133 or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.3 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Locally Adopted Offset Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is the carbon price per tonne as set by the Locally Adopted Offset Solutions policy

"B" is the tonnage of Residual CO₂ Emissions to be off set by Locally Adopted Offset Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to the list of projects and/or solutions identified in its Locally Adopted Offset Solutions policy or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.4 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of National Allowable Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is the carbon price per tonne as set by the National Allowable Solutions policy

"B" is the tonnage of Residual CO₂ Emissions to be off set by National Allowable Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133, in any Locally Adopted Offset Solutions policy and/or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.5 Energy statements submitted pursuant to Condition LCS0.131 shall only identify the use of National Allowable Solutions where the National Allowable Solutions policy is introduced after the Locally Adopted Offset Solutions policy and then only to the extent it expressly replaces any Locally Adopted Offset Solutions policy.
- 2.6 The Developer's total liability pursuant to paragraphs 2.2 to 2.4 shall not exceed £6,904,000 (six million nine hundred and four thousand pounds) Indexed.
- 2.7 The Developer shall assist the LPA in carrying out any studies to identify potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions and the Developer shall submit representations on any consultation on the identification of potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions.

3. NON-POTABLE WATER SUPPLY

3.1 LLDC shall:

- 3.1.1 work with Thames Water in the carrying out of the Thames Water Study and the Old Ford Study; and
- 3.1.2 use Reasonable Endeavours to supply the Development with non-potable water from the Old Ford Facility PROVIDED THAT this obligation shall cease to apply to the extent that the Feasibility Conclusions contained in the Approved Old Ford Study indicate pursuant to paragraph 3.7 that it is not feasible to:
- (a) use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 (or any part(s) thereof); and/or
 - (b) extend the Old Ford Facility to serve the Development in ~~PDZs 8 and PDZ 12~~ (or any part(s) thereof).

- 3.2 LLDC shall provide a written report to the LPA within 12 (twelve) months of 28th September 2012 and supplemental written reports not less than once every 12 (twelve) months thereafter outlining the steps LLDC has taken to satisfy the obligations in paragraph 3.1 PROVIDED THAT following the Approval of the Old Ford Study pursuant to paragraph 3.3 LLDC and the LPA shall agree such other period for reporting as may be reasonable in light of the Feasibility Conclusions.
- 3.3 LLDC covenants to carry out, diligently proceed with and complete the Old Ford Study and submit the same to the LPA for Approval by no later than 1 April 2019.
- 3.4 The Developer shall not Occupy more than 2,000 (two thousand) Residential Units, which are permitted to be constructed across the Development, unless and until such time as the Old Ford Study has been Approved.
- 3.5 In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is feasible to use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 (or any part(s) thereof) LLDC covenants to:

- 3.5.1 make and diligently pursue applications for all necessary consents; and
 - 3.5.2 subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 (or the relevant part(s) thereof) in accordance with the programme set out in the Approved Old Ford Study.
- 3.6 In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is feasible to extend the Old Ford Facility to serve the Development in ~~PDZs 8 and~~ PDZ 12 (or any part(s) thereof) LLDC covenants to:
- 3.6.1 make and diligently pursue applications for all necessary consents; and
 - 3.6.2 subject to obtaining all necessary consents, to carry out such works as are necessary to extend the Old Ford Facility to serve the Development in ~~PDZs 8 and~~ PDZ 12 (or the relevant part(s) thereof) in accordance with the programme set out in the approved Old Ford Study.
- 3.7 In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is not feasible to:
- 3.7.1 use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 (or any part(s) thereof); and/or
 - 3.7.2 extend the Old Ford Facility to serve the Development in ~~PDZs 8 and~~ PDZ 12 (or any part(s) thereof)
- then the following shall apply:
- 3.7.3 LLDC covenants to work with Thames Water (or such other operator of the Old Ford Facility) to ascertain whether the Old Ford Facility could be utilised for other uses within the Olympic Park; and
 - 3.7.4 the Developer covenants to use Reasonable Endeavours to incorporate alternative measures to reduce potable water use including (but not limited to) rainwater harvesting, grey water recycling and local sewage treatment in such parts of the Development for which Reserved Matters applications subsequently come forward taking into account the feasibility (both financially and technically) of such alternative measures, and the steps the Developer has taken to comply with this obligation shall be set out in the water statement to be submitted with each such Reserved Matters application pursuant to Condition LCS0.134.
- 3.8 Where the Developer and LLDC are the same entity, in using its Reasonable Endeavours pursuant to paragraph 3.7.4 LLDC shall apply so much of the Sustainability Contribution as is remaining at the time on incorporating into the Development alternative measures to reduce potable water use and LLDC shall provide the LPA with a report every 12 (twelve) months following the Approval of the Old Ford Study detailing:
- 3.8.1 how much of the Sustainability Contribution remains;
 - 3.8.2 how much of the Sustainability Contribution has been spent in Complying with paragraph 3.7.4 over the previous 12 (twelve) months;
 - 3.8.3 the measures which have been implemented and how such measures have assisted in reducing potable water use; and
 - 3.8.4 the expected spend for the forthcoming 12 (twelve) months.

- 3.9 Where the Developer and LLDC are not the same entity, LLDC shall work with the Developer to:
- 3.9.1 where paragraph 3.5 applies, to use the Old Ford Facility to serve the Development in PDZs ~~2, 4~~, 5 and 6 (or the relevant part(s) thereof);
 - 3.9.2 where paragraph 3.6 applies, to extend the Old Ford Facility to serve the Development in ~~PDZs 1, 8 and~~ PDZ 12 (or the relevant part(s) thereof);
 - 3.9.3 where paragraph 3.7 applies, to incorporate into the Development alternative measures to reduce potable water use
- 3.10 This paragraph 3 shall be without prejudice to the requirement to submit a water statement with all Reserved Matters Applications pursuant to Condition LCS0.134.
- 3.11 LLDC's maximum liability in Complying with this paragraph 3 shall not exceed the Sustainability Contribution.

4. CONSTRUCTION MOVEMENTS BY RAIL/WATER

- 4.1 The Developer shall use Reasonable Endeavours to achieve the following targets:
- 4.1.1 to transport to the Site by rail and/or water not less than 25% of construction materials, by weight, used in the construction of the Development; and
 - 4.1.2 to transport from the Site by rail and/or water not less than 50% of construction waste, by weight, arising from the construction of the Development.

5. SUSTAINABILITY REVIEW MECHANISM

- 5.1 Without prejudice to the Baseline Conditions and subject to paragraphs 5.2 to 5.7 inclusive, the Development in each PDZ shall be substantially in accordance with Sustainability Planning Policies current at the date of submission of the ZMP for the relevant PDZ and at the date of submission of the SZMP for the relevant SPDZ.
- 5.2 Save in respect of the ZMP for PDZ6, where, as at the date of submission of each ZMP and each SZMP, there has been a change in Sustainability Planning Policies since the approval of the previous ZMP or SZMP, as the case may be, (or in the case of the submission of the first ZMP or SZMP, after the ZMP for PDZ6, since 28th September 2012), such ZMP or SZMP, as the case may be, shall be accompanied by a report, such report to be prepared by LLDC not more than two months in advance of the submission of the ZMP and or SZMP, as the case may be, (the "**Sustainability Enhancements Report**") detailing the estimated total cost of providing Sustainability Enhancements, together with a breakdown of those estimated costs for each element of the Sustainability Enhancements, required in order for the proposed development for that ZMP or SZMP, as the case may be, to comply with paragraph 5.1 across both the PDZ which is the subject of such ZMP or the SPDZ which is the subject of such SZMP, as the case may be, and all remaining PDZs for which there is no approved ZMP and all remaining SPDZs for which there is no approved SZMP as at the date of the submission of such ZMP or SZMP, as the case may be, (together the "**Remaining PDZs**"), such estimated costs having been certified by the Sustainability Cost Consultant, and the provisions of paragraphs 5.5 and 5.6 or paragraph 5.7 shall then apply as appropriate.
- 5.3 LLDC shall include with each Sustainability Enhancements Report details of the remaining unallocated amount of the Sustainability Enhancements Cap as at the date of the submission of the relevant ZMP or the relevant SZMP (as applicable), as the case may be, to which the said Sustainability Enhancements Report relates taking into account the estimated total cost of providing the Sustainability Enhancements in the PDZ or SPDZ, as the case may be, to which the Sustainability Enhancements Report

relates and the estimated cost of any Sustainability Enhancements set out in approved ZMPs and SZMPs.

- 5.4 Only those costs certified by the Sustainability Cost Consultant shall be counted towards the Sustainability Enhancements Cap.
- 5.5 Where the estimated total cost of providing the Sustainability Enhancements set out in the relevant Sustainability Enhancements Report would, if implemented across the Remaining PDZs and when taken together with the estimated cost of any Sustainability Enhancements set out in approved ZMPs and SZMPs, result in the Sustainability Enhancements Cap being exceeded then:
- 5.5.1 LLDC and the LPA shall use Reasonable Endeavours to agree which Sustainability Enhancements, if any, shall be included in which of the Remaining PDZs, and
- 5.5.2 each subsequent ZMP and each subsequent SZMP for all Remaining PDZs (other than the PDZ the subject of the submitted ZMP and the SPDZ the subject of the submitted SZMP) for which there is no approved ZMP and no approved SZMP shall be prepared by the Developer on the basis of the provision of those agreed Sustainability Enhancements, save where there is a subsequent change in Sustainability Planning Policies (including but not limited to the introduction of new Sustainability Planning Policies, any amendments to Sustainability Planning Policies, any relaxation in or tightening of the requirements of any Sustainability Planning Policies, or the abolition of any Sustainability Planning Policies) prior to the submission of such subsequent ZMPs and such subsequent SZMPs in which case the provisions of paragraph 5.2 shall then apply, mutatis mutandis.
- 5.6 Where LLDC and the LPA having used Reasonable Endeavours cannot agree pursuant to paragraph 5.5.1 which Sustainability Enhancements shall be included in which of the Remaining PDZs then either party may refer the matter for determination by the Expert pursuant to Clause 13.
- 5.7 Where the estimated total cost of providing the Sustainability Enhancements set out in the Sustainability Enhancements Report would, if implemented across the Remaining PDZs and when taken together with the cost of any Sustainability Enhancements set out in approved ZMPs and approved SZMPs, not result in the Sustainability Enhancements Cap being exceeded, each subsequent ZMP and each subsequent SZMP for the Remaining PDZs (other than PDZ the subject of the current ZMP and other than the SPDZ the subject of the current SZMP) for which there are no approved ZMPs and approved SZMPs shall be prepared by the Developer on the basis of the provision of all of the Sustainability Enhancements set out in the relevant Sustainability Enhancements Report, save where there is a subsequent change in Sustainability Planning Policies (including but not limited to the introduction of new Sustainability Planning Policies, any amendments to Sustainability Planning Policies, any relaxation in or tightening of the requirements of any Sustainability Planning Policies, or the abolition of any Sustainability Planning Policies) prior to the submission of such subsequent ZMPs and such subsequent SZMPs in which case the provisions of paragraph 5.2 shall then apply, mutatis mutandis.
- 5.8 LLDC and the LPA shall jointly appoint and retain whenever shall be necessary for the purposes of this paragraph 5 a suitably qualified Sustainability Cost Consultant to determine the estimated cost of providing the Sustainability Enhancements as set out in each Sustainability Enhancements Report for each ZMP that shall be submitted, and the costs of such appointment shall be apportioned as follows:
- 5.8.1 100% of the costs shall be payable by LLDC where the costs relate to a period when LLDC and the LPA are separate statutory bodies;

5.8.2 the costs shall be split 50/50 where the costs relate to a period when LLDC and the LPA are different functions of the same statutory body

5.9 Where Compliance with the Baseline Conditions together with any agreed Sustainability Enhancements would not be technically possible (including but not limited to incompatible technologies or incompatible construction requirements) as demonstrated by, if required by the LPA, an engineering report obtained by the Developer from an independent and suitably qualified engineer, the Developer and the LPA shall agree which of the Baseline Conditions and Sustainability Enhancements shall take precedence for the purposes of that ZMP or SZMP, as the case may be PROVIDED ALWAYS THAT any such agreement with the LPA shall not constitute a binding precedent or constitute the LPA's waiver of the need for Compliance with the Baseline Conditions and any Sustainability Enhancements in subsequent ZMPs or SZMPs.

6. **APPROVAL**

6.1 The LPA shall confirm whether or not it Approves the Old Ford Study within:

6.1.1 30 (thirty) Working Days of receipt of the Old Ford Study; or

6.1.2 where the LPA decides the matter needs to be reported to its planning committee in which case the aforementioned period shall be extended to 40 (forty) Working Days

PROVIDED THAT where paragraph 6.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Old Ford Study and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve the Old Ford Study the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or the 40 (forty) Working Days, as applicable, the provisions of Clause 12 shall apply.

SCHEDULE 12

PUBLIC ART AND CULTURAL EVENTS

RECITALS

- (A) The Developer is committed to enhancing the provision made for public art during the Games and Legacy Transformation Phase through both the protection of Existing Public Art and the provision New Public Art and also through Cultural Events.

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;
- "Arts Co-ordinator"** means the person to be identified pursuant to paragraph 1.1 of this Schedule and shall include any replacement person notified to the LPA;
- "Arts Fund"** means the sum of £500,000 (Indexed) together with any profits associated with the holding of a Cultural Event as shall be identified in a Cultural Event Report and any third party funding to be spent on New Public Art and/or Cultural Events in accordance with each Zonal Public Art and Cultural Events Strategy;
- "Cultural Event"** means an event held at the Development which shall meet the following criteria:
1. attendance/participation shall be free of charge to members of the public;
 2. any profits from the event (whether from sales, licences, advertising, sponsorship or otherwise) shall be added to the Arts Fund; and
 3. the event shall be designed to be inclusive, to foster community relations and to celebrate the cultural diversity and history of East London;
- "Cultural Event Report"** means a report to be submitted to the LPA following a Cultural Event pursuant to paragraph 5 of this Schedule containing the following information:
1. the level of attendance at the Cultural Event;
 2. the expenditure associated with the Cultural Event; and

	<ol style="list-style-type: none">any profits associated with the Cultural Event;
"Estate Management Entities"	means parties responsible for the management and maintenance of the common areas within the Site;
"Existing Public Art"	means physical pieces of art installed on the Site as part of the Olympic Development and the development carried out during the Legacy Transformation Phase and identified for retention and/or relocation within the Site as part of the scheme to be submitted and approved pursuant to Condition LCS0.172;
"New Public Art"	means sculpture, lighting installations, landscape works or other physical objects of art or design and associated works as could be procured through the Arts Council to be provided as part of the Development and to be provided in areas where the public have access or otherwise to be visible from such areas;
"Park Management Group"	means the group to be established pursuant to Condition LCS0.163;
"Public Art Strategies"	means each of the Site Wide Public Art and Cultural Events Strategy, the Zonal Public Art and Cultural Events Strategies and the Cultural Event Reports and " Public Art Strategy " means any one of the Site Wide Public Art and Cultural Events Strategy, the Zonal Public Art and Cultural Events Strategies and the Cultural Event Reports;
"Site Wide Public Art and Cultural Events Strategy"	means a strategy for the provision of New Public Art and/or Cultural Events as may be amended with the Approval of the LPA pursuant to paragraph 2.3 of this Schedule such strategy to include as a minimum the following information: <ol style="list-style-type: none">broad potential locations for New Public Art taking into account the proposed location of Existing Public Art to be retained as part of the Development;opportunities for Cultural Events; andgeneral allocation of the Arts Fund for New Public Art and Cultural Events;
"Zonal Public Art and Cultural Events Strategy"	means a strategy for the provision of New Public Art and/or Cultural Events to include as a minimum the following information:

1. New Public Art
 - 1.1 approximate location, type and scale;
 - 1.2 how the proposed New Public Art would be publicly accessible or otherwise visible from publicly accessible areas;
 - 1.3 estimated cost of the proposed New Public Art; and
 - 1.4 management and maintenance strategy for the design life of the New Public Art
2. Cultural Events
 - 2.1 location, type and duration;
 - 2.2 timing of the event;
 - 2.3 how the proposed event would be inclusive, foster community relations and celebrate the cultural diversity and history of the local area; and
 - 2.4 estimated cost of holding the Cultural Event.

OPERATIVE PROVISIONS

1. ARTS CO-ORDINATOR

- 1.1 The Development shall not be Commenced until a suitable person has been identified within LLDC with responsibility for co-ordinating the following matters and evidence of the same provided to the LPA:
 - 1.1.1 preparation and submission of the Site Wide Public Art and Cultural Events Strategy to the LPA for Approval;
 - 1.1.2 preparation and submission of each Zonal Public Art and Cultural Events Strategy to the LPA for Approval (including working with the developers of Planning Delivery Zones to achieve the same where appropriate);
 - 1.1.3 making applications for funding for New Public Art from the Arts Council and other arts bodies, private individuals and entities;
 - 1.1.4 liaising with the Park Management Group and Estate Management Entities (where applicable) on the procurement of New Public Art and the organisation of Cultural Events;

1.1.5 the procurement and delivery of New Public Art; and

1.1.6 the organisation of Cultural Events.

1.2 The role of Arts Co-ordinator shall be retained and filled by a suitable person at all times until the New Public Art to be provided as part of the Development has been installed and the Cultural Events have been held.

1.3 The Developer shall not Commence the Development unless and until paragraph 1.1 has been Complied with.

2. SITE WIDE PUBLIC ART AND CULTURAL EVENTS STRATEGY

2.1 The Development shall not be Commenced until there has been submitted to and Approved in writing by the LPA a Site Wide Public Art and Cultural Events Strategy.

2.2 The Developer shall not Commence the Development unless and until paragraph 2.1 has been Complied with.

2.3 LLDC shall review the Site Wide Public Art and Cultural Events Strategy at least every 2 (two) years commencing on the second anniversary of the Approval of the Site Wide Public Art and Cultural Events Strategy pursuant to paragraph 2.1 above and in the event that LLDC considers that the broad location of the New Public Art and/or opportunities for Cultural Events may need to be amended following such review LLDC shall submit a revised Site Wide Public Art and Cultural Events Strategy to the LPA for Approval.

3. ZONAL PUBLIC ART AND CULTURAL EVENT STRATEGIES

3.1 Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in a PDZ, the Zonal Masterplan for that PDZ and, if applicable, the SZMP for a SPDZ in that PDZ shall be accompanied by a Zonal Public Art and Cultural Events Strategy for Approval and no Development shall be Commenced in that PDZ (including any SPDZ) until the Zonal Public Art and Cultural Events Strategy has been Approved.

3.2 The Zonal Public Art and Cultural Events Strategy shall be in conformity with the Approved Site Wide Public Art and Cultural Events Strategy.

3.3 Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in a PDZ, the Developer shall not submit the Zonal Masterplan for that PDZ or, if applicable, the SZMP for that SPDZ unless it is accompanied by the Zonal Public Art and Cultural Events Strategy required pursuant to paragraph 3.1 and the Developer shall not Commence Development in that PDZ (including any SPDZ) until the Zonal Public Art and Cultural Events Strategy has been Approved.

4. DELIVERY OF NEW PUBLIC ART

4.1 Where an Approved Zonal Public Art and Cultural Events Strategy identifies New Public Art to be installed in a PDZ or SPDZ (as applicable):

4.1.1 the New Public Art shall be procured by selecting an artist having regard to the "Guidelines for Commissioning and Selecting Artists and Craftspeople" published by Public Art On-Line and by holding either an open or limited competition and which for the avoidance of doubt could include the procurement of an artist into the development design teams for that PDZ or SPDZ (as applicable);

4.1.2 details of the New Public Art shall be submitted with the relevant Reserved Matters application for that part of the PDZ on which the New Public Art is to be located; and

4.1.3 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the relevant approved Zonal Masterplan or approved SZMP (as applicable) in that PDZ or SPDZ (as applicable)) shall be Occupied until the New Public Art in that PDZ or SPDZ (as applicable) has been installed or, if earlier, the New Public Art shall be installed prior to the area within which it is to be located or from which it is to be visible (as the case may be) becoming publicly accessible.

4.2 Once installed or erected the New Public Art shall be retained and maintained by the Developer in accordance with the details set out in the relevant Approved Zonal Public Art and Cultural Events Strategy.

5. DELIVERY OF CULTURAL EVENTS

5.1 Where an Approved Zonal Public Art and Cultural Events Strategy identifies one or more Cultural Events to be held in a PDZ or SPDZ (as applicable):

5.1.1 LLDC shall consult with the LPA on the detailed planning of each Cultural Event;

5.1.2 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the relevant approved Zonal Masterplan or approved SZMP (as applicable) in that PDZ or SPDZ (as applicable)) shall be Occupied until the first identified Cultural Event has been held and a Cultural Event Report has been submitted to the LPA for Approval; and

5.1.3 any additional identified Cultural Event(s) shall be held in accordance with the Zonal Public Art and Cultural Events Strategy and a Cultural Event Report shall be submitted to the LPA for Approval.

5.2 Any profits associated with the holding of a Cultural Event and identified in a Cultural Event Report shall be added to the Arts Fund.

6. ARTS FUND

6.1 LLDC shall:

6.1.1 apply the whole of the Arts Fund towards the provision of New Public Art and Cultural Events pursuant to each Approved Zonal Public Art and Cultural Events Strategy **PROVIDED THAT** no part of the Arts Fund shall be applied towards the costs of:

- (a) the maintenance of the New Public Art;
- (b) the formulation of the Site Wide Public Art and Cultural Events Strategy;
- (c) the formulation of any Zonal Public Art and Cultural Events Strategy; and/or
- (d) the process of short-listing, selecting and commissioning artists;

6.1.2 report to the LPA every 12 (twelve) months on the expenditure of the Arts Fund; and

6.1.3 in the event that any part of the Arts Fund is remaining following the completion of the New Public Art and holding of the Cultural Events identified in each Approved Zonal Public Art and Cultural Events Strategy, such sums shall be applied towards the holding of further Cultural Events or the provision of further New Public Art the details of which shall be agreed in advance with the LPA in writing.

7. **APPROVAL**

7.1 The LPA shall confirm whether or not it approves each Public Art Strategy within:

7.1.1 20 (twenty) Working Days of receipt of such Public Art Strategy from LLDC, or

7.1.2 where the LPA decides that it needs to report any Public Art Strategy to its planning committee, 40 (forty) Working Days of receipt of such Public Art Strategy

PROVIDED THAT where paragraph 7.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Public Art Strategy from LLDC and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Public Art Strategy 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.

SCHEDULE 13

TELEVISION RECEPTION

RECITALS

- (A) The Development may impact upon the quality of terrestrial and/or satellite television reception in properties situated in the vicinity of the Development.
- (B) The Developer has accordingly agreed to the obligations set out in this Schedule 13 to fund measures to mitigate any interference to terrestrial and/or satellite television reception in the vicinity of the Development proven to result from the Development.

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;
"First Reception Survey"	means a survey to assess the standard of terrestrial and satellite television reception to residential properties within the Relevant TV Survey Area;
"Reception Consultant"	means a consultant specialising in matters relating to terrestrial and satellite television reception;
"Relevant TV Survey Area"	means the areas over which the Development within a relevant PDZ is predicted to cast a shadow from terrestrial transmitter stations and satellite television transmitters, such areas to be Approved pursuant to paragraph 2.2;
"Second Reception Survey"	means a survey to be carried out by the Reception Consultant to assess the impact of works of Development in any PDZ on terrestrial and satellite television reception to residential properties within the Relevant TV Survey Area(s) and to advise on TV Reception Mitigation Measures;
"TV Reception Mitigation Measures"	means such measures as are agreed by the Developer and the LPA pursuant to paragraph 5.1.1 (having regard to the recommendations of the Reception Consultant made in any Second Reception Survey) as being necessary to restore the quality of terrestrial and/or satellite television reception to an affected property or properties within the Relevant TV Reception Survey Area(s) to the standard assessed in the relevant First Reception Survey(s).

OPERATIVE PROVISIONS

1. **APPOINTMENT OF RECEPTION CONSULTANT**

1.1 The Developer will appoint the Reception Consultant by no later than the date of submission of the Developer's first application for the approval of Reserved Matters in relation to any part of the Development.

2. **SURVEY AREAS**

2.1 Within 1 (one) month of the submission of the Developer's first application for the approval of Reserved Matters in relation to any works of Development within each PDZ, the Developer will commission the Reception Consultant to produce a plan showing the Relevant TV Survey Area for that PDZ.

2.2 The Developer will submit each Relevant TV Survey Area produced pursuant to paragraph 2.1 to the LPA for Approval.

3. **FIRST RECEPTION SURVEY**

3.1 The Developer will not Commence the Development in any PDZ until:

3.1.1 the plan showing the Relevant TV Survey Area has been submitted to the LPA for Approval pursuant to paragraph 2.2 and has been Approved; and

3.1.2 the First Reception Survey has been carried out in relation to that PDZ.

3.2 The Developer will submit a copy of the Reception Consultant's report setting out the results of each First Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.

4. **SECOND RECEPTION SURVEY**

4.1 In the event that more than 10 (ten) complaints are received by the Developer or the LPA from occupiers of properties in any Relevant TV Survey Area Approved pursuant to paragraph 2.2 regarding deterioration in terrestrial and/or satellite television reception, the Developer will commission a Second Reception Survey within 20 (twenty) Working Days of receipt by the Developer or the LPA of the 10th (tenth) complaint.

4.2 Regardless of whether or not any Second Reception Survey has been commissioned by the Developer pursuant to paragraph 4.1, the Developer will commission a Second Reception Survey in relation to each PDZ not later than 20 (twenty) Working Days following the Completion of each PDZ.

4.3 In the event any complaints are received by the Developer or the LPA within a period of 1 (one) year following the carrying out of the TV Reception Mitigation Measures in accordance with paragraph 5, paragraph 4.1 shall apply to such complaints with the effect that following receipt of 10 (ten) or more complaints the Developer will commission a further Second Reception Survey pursuant to paragraph 4.1.

4.4 Upon commissioning any Second Reception Survey pursuant to paragraphs 4.1 or 4.2, the Developer will require the Reception Consultant to carry out and complete that Second Reception Survey and submit his report to the Developer within 40 (forty) Working Days of the date the Second Reception Survey is commissioned.

4.5 The Developer will submit a copy of the Reception Consultant's report setting out the results of each Second Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.

5. **TV RECEPTION MITIGATION MEASURES**

5.1 In the event that the Reception Consultant's report setting out the results of any Second Reception Survey reveals a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties in the Relevant TV Reception Study Areas since the date of the First Reception Surveys and such deterioration is in the reasonable opinion of the Reception Consultant directly attributable to the Development (including construction equipment and final built form) (but not otherwise), the Developer shall within 3 (three) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey:

5.1.1 agree with the LPA the TV Reception Mitigation Measures that should be implemented;

5.1.2 to the extent that the TV Reception Mitigation Measures involve works to individual properties the Developer shall deliver to each of the properties affected an offer (with reasonable terms and conditions incorporating those below) in a form which would if validly accepted by the occupier of the affected property within 6 (six) months of the date of the Developer's offer constitute a legally binding contract either:

(a) (subject to the occupier granting access to the Developer and the Developer's workmen contractors and other representatives at reasonable times to be arranged) to carry out the TV Reception Mitigation Measures; or

(b) following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval by the Developer of one of those quotations (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation to pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures

PROVIDED THAT the Developer shall only be obliged to an occupier under paragraph 5.1.2 if the relevant occupier in his or her acceptance of the Developer's offer to carry out the TV Reception Mitigation Measures or to pay the cost of the TV Reception Mitigation Measures as per the Developer's offer:-

(c) undertakes with the Developer in legally enforceable form reasonably satisfactory to the Developer (acting reasonably) that sums paid and works carried out by the Developer (acting reasonably) will be in full and final settlement of any claim in respect of that property for TV Reception Mitigation Measures of any kind arising out of the construction operation or use of the Development; and

(d) produces evidence that is reasonably satisfactory to the Developer that there is no other person entitled to claim for TV Reception Mitigation Measures to be carried out in respect of that property or (if there is) procures that each such person is bound in legally enforceable form by the undertaking referred to above and (if relevant) agrees to the relevant TV Reception Mitigation Measures being carried out.

5.2 The Developer shall either:

- 5.2.1 carry out the TV Reception Mitigation Measures in respect of the properties affected on receipt of a valid acceptance of the offer referred to in paragraph 5.1.2 from the relevant occupier subject to its workmen and/or contractors being permitted access at all reasonable times; or
- 5.2.2 following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval of one of the submitted quotations by the Developer (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures
- 5.3 It is hereby acknowledged by the LPA that the Developer may instead of making an offer under paragraph 5.1.2 or carrying out the works or paying monies under paragraph 5.2 carry out works to boost signals generally in the area of some or all of the affected properties in substitution for works to individual properties if the Reception Consultant (acting reasonably) certifies to the LPA (providing reasonable evidence) that this would be likely to restore the quality of terrestrial and/or satellite television reception to the relevant affected property or properties within the Relevant TV Reception Study Areas to the standard assessed in the First Reception Surveys **PROVIDED THAT** an assessment of the effects of such boosting shows no other significant adverse impacts or if any such adverse impacts are identified that the LPA Approves such boosting.
- 5.4 If the Developer is to carry out the TV Reception Mitigation Measures in relation to any of the properties affected the Developer shall carry out such works as soon as practicable after receipt of the relevant occupier's letter of acceptance.
- 5.5 To the extent that the TV Reception Mitigation Measures are to antennae and equipment not on individual properties the Developer shall use Reasonable Endeavours to, within 6 (six) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey, obtain or procure any Requisite Consents required to implement these TV Reception Mitigation Measures and subject to receipt of those Requisite Consents carry out or procure the carrying out of the TV Reception Mitigation Measures as soon as practicable following receipt of those consents.
6. **GENERAL**
- 6.1 The Developer shall regularly provide information (not less than on an annual basis) to the LPA in respect of all sums paid pursuant to this Schedule, the TV Reception Mitigation Measures undertaken and any works undertaken pursuant to paragraph 5.3 and shall keep the LPA informed (not less than on an annual basis) regarding continuing discussions (if any) being held with the occupiers of the properties affected until such date that is 1 (one) year following the provision of the TV Reception Mitigation Measures.
- 6.2 If the LPA passes to the Developer any complaints about a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties that is claimed to be attributable to the Development the Developer shall:
- 6.2.1 consult the Reception Consultant in respect of such claim;
- 6.2.2 if in the reasonable opinion of the Reception Consultant the complaint of significant deterioration in terrestrial and/or satellite television reception is directly attributable to the Development (but not otherwise), deal with the complainant as set out in paragraphs 4 and 5; and
- 6.2.3 provide information (not less than on an annual basis) to the LPA as to how the complaint has been dealt with including details of all sums paid and works undertaken and discussions held with the complainant.

6.3 The maximum total liability of the Developer under this Schedule shall not exceed £175,000.

6.4 The obligations in this Schedule shall cease to have effect after the first anniversary of Completion of Development in the PDZ or SPDZ (as applicable) which is the subject of the last ZMP or SZMP to be submitted for approval.

7. **APPROVAL**

7.1 The LPA shall confirm whether or not it approves any information submitted to it under this Schedule within:

7.1.1 20 (twenty) Working Days of receipt of such information; or

7.1.2 where the LPA decides that it needs to report any such information to its planning committee, 40 (forty) Working Days of receipt of such information

PROVIDED THAT where paragraph 7.1.2 applies, the LPA shall notify the Developer of such application within 10 (ten) Working Days of receipt of such information and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve any such information 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 14
FORM OF SUPPLEMENTAL SECTION 106 AGREEMENT
(REQUIRED PURSUANT TO CLAUSES 4.1.3 AND 5.1.3)

SCHEDULE 15

VIABILITY

[NOT USED]

SCHEDULE 16

DEFINITIONS

"Affordability Criteria"	means: <ol style="list-style-type: none">1. the gross annual income ranges of households for Intermediate Units; and2. only if agreed in writing with the LPA (in respect of each PDZ or SPDZ (as applicable) such agreement to be reached before the LPA confirms that it does not approve any of the Initial Viability Scenarios for the relevant PDZ or SPDZ) the rent levels for Affordable Rented Units;
"Affordable Housing Units"	means as defined in Schedule 3;
"Affordable Rented Units"	means as defined in Schedule 3;
"Affordable Workspace"	means Use Class B1 floorspace initially made available at affordable rents for such floorspace;
"Annual LLDC Report"	means a report certified by the Costs Consultant which shall set out: <ol style="list-style-type: none">1. any LLDC Actual Zonal Cost Credit incurred in the previous 12 (twelve) month period;2. any LLDC Actual Zonal Cost Deficit incurred in the previous 12 (twelve) month period;3. any LLDC Actual Site Wide Cost Credit incurred in the previous 12 (twelve) month period;4. any LLDC Actual Site Wide Cost Deficit incurred in the previous 12 (twelve) month period;5. any Cumulative LLDC Actual Site Wide Cost Credit or Cumulative LLDC Actual Site Wide Cost Deficit identified as at the date the report is prepared;6. the progress towards achieving the LGS Benchmark taking into account:<ol style="list-style-type: none">6.1 each PDZ Viability Assessment, SPDZ Viability Assessment, any approved Preferred Initial Viability Scenarios and any approved Further Viability Scenarios approved pursuant to paragraphs 2 and 3 of this Schedule or determined in accordance with Clause 13 prior to the date of the report; and6.2 any Cumulative LLDC Actual Site Wide Cost Credit or any Cumulative LLDC Actual Site Wide Cost Deficit as identified in 5;