

DATED 14 December 2018

- (1) LONDON LEGACY DEVELOPMENT CORPORATION  
(2) WORKSPACE 14 LIMITED

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**PLANNING OBLIGATION BY AGREEMENT**  
made pursuant to section 106 of the Town and Country  
Planning Act 1990  
and all other powers enabling  
relating to Land at Marshgate Lane, Pudding Mill,  
Stratford

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Pinsent Masons

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THIS AGREEMENT is made on

14 December

2018

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**"); and
- (2) **WORKSPACE 14 LIMITED** (Company Number 05834831) of Canterbury Court, 1-3 Brixton Road, London SW9 6DE (the "**Applicant**").

**WHEREAS:-**

- (A) The LPA exercises the functions of the local planning authority for the 14ML Land and the W14 Land pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Applicant has a freehold interest in the W14 Land registered at the Land Registry with Title Numbers EGL459224 and NGL109691 relating to land at 10, 12 and 14 Marshgate Lane.
- (C) Part of the site is registered at the Land Registry with Title Number EGL167024 relating to part of the land at 14 Marshgate Lane. The Applicant holds neither a legal or equitable interest in this part of the site.
- (D) The registered proprietor of the freehold interest in Title Number EGL167024 did not agree to enter into the Original S106 Agreement so as to bind that land to the planning obligations relating to it. In response to this the LPA imposed condition number 3 on the 2017 Planning Permission which restricts the development of that land pursuant to the 2017 Planning Permission until the Supplemental Agreement has been entered into. As a consequence of this the planning obligations contained within the Original S106 Agreement at Schedules 1B, 3B, 5B, 8B and 9B only take effect when the Supplemental Agreement has been entered into. The same applies to this Agreement and the 2018 Planning Permission.
- (E) Following completion of the Original S106 Agreement the LPA granted the 2017 Planning Permission.
- (F) The Applicant submitted the S73 Application on 25 December 2017 and this was validated by the LPA on 8 January 2018.
- (G) On 25 September 2018 the LPA resolved that it was minded to grant the 2018 Planning Permission subject to (inter alia) the completion of this Agreement.
- (H) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (I) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

**OPERATIVE PROVISIONS:-**

1. **INTERPRETATION**

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

"**1990 Act**"

Town and Country Planning Act 1990

<b>"14 Marshgate Lane"</b>	has the meaning given in the Supplemental Agreement
<b>"14ML Development"</b>	means that part of the Development which is situated on the 14ML Land
<b>"14ML Land"</b>	means the land forming part of 14 Marshgate Lane registered at the Land Registry with Title Number EGL167024 and shown edged green on Plan 1 at Appendix 1
<b>"14ML Land Owner"</b>	means the person from time to time who is the registered proprietor of the freehold interest in the 14ML Land
<b>"2017 Planning Permission"</b>	means the planning permission granted by the LPA on 5 May 2017 with reference 14/00422/FUL
<b>"2018 Planning Permission"</b>	means the planning permission which may be granted subject to conditions for the proposals within the S73 Application and the form of which is attached at Appendix 15
<b>"Affordable Housing"</b>	means housing including Social Rented Housing, London Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
<b>"Affordable Housing Contract"</b>	means a binding contract between the Applicant or the 14ML Land Owner and an Affordable Housing Provider for the transfer of Affordable Housing to the Affordable Housing Provider
<b>"Affordable Housing Provider"</b>	means a provider of Affordable Housing Approved pursuant to either of paragraph 2.1 of Schedule 1A or paragraph 2.1 of Schedule 1B or as otherwise approved by the LPA
<b>"Agreement"</b>	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
<b>"All in Tender Price Index"</b>	means the All in Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Applicant
<b>"Anticipated Commencement Date"</b>	the date on which the Applicant reasonably considers in all the circumstances that the Development will be Commenced
<b>"Approve"</b>	a decision by the LPA to approve a Submitted Document pursuant to any of the following:- <ul style="list-style-type: none"> <li>(a) Clause 9 (approval of a Submitted Document as submitted)</li> <li>(b) Clause 10.2.2 (approval of a Submitted Document incorporating the Report Amendments)</li> <li>(c) Clause 10.3.3 (approval of a Submitted Document</li> </ul>

following a meeting to discuss the Report Amendments)

(d) Clause 10.4.3 (approval following a meeting to discuss a Submitted Document following non-determination by the LPA)

(e) Clause 11 (approval of a Submitted Document following a decision of the Expert)

and "**Approval**" and cognate expressions shall be construed accordingly

**"Building"**

means a building comprised in the Development

**"Commencement"**

the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "**Commence**" and "**Commenced**" shall be construed accordingly

**"Commencement Date"**

means the date upon which the Development is Commenced

**"Completed"**

completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and "**Complete**" and "**Completion**" shall be construed accordingly

**"Comply"**

implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "**Compliance**" shall be construed accordingly

**"Condition"**

means a condition of the 2018 Planning Permission

**"Consent"**

any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed

**"Council"**

means the London Borough of Newham and its successor in function

**"Covenantor"**

has the meaning given in the Supplemental Agreement

**"CPI"**

means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it

**"CRT"**

means the Canal and River Trust

**"Development"**

the development and all other operations and/or works authorised by the 2018 Planning Permission

**"Dispute"**

any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)

<b>"Eligible Purchaser"</b>	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000
<b>"Expert"</b>	an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute
<b>"First Occupation"</b>	means first Occupation of the Development or any part thereof
<b>"Growth Boroughs"</b>	means together the London Borough of Barking and Dagenham, the London Borough of Greenwich, the London Borough of Hackney, the London Borough of Newham, the London Borough of Tower Hamlets and the London Borough of Waltham Forest and their respective successors in function
<b>"Growth Borough(s) Area(s)"</b>	means the administrative area of the Growth Boroughs
<b>"Highway Authority"</b>	means the London Borough of Newham and/or TfL or their successors in function
<b>"Household"</b>	means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons;
<b>"Household Income"</b>	means: <ul style="list-style-type: none"> <li>(a) in relation to a single Eligible Purchaser the gross annual income of that Eligible Purchaser's Household; and</li> <li>(b) in relation to joint Eligible Purchasers the combined gross annual incomes of those Eligible Purchasers' Households</li> </ul>
<b>"Index"</b>	means:- <ul style="list-style-type: none"> <li>(a) in relation to the Trigger Value, the W14 Marshgate Lane Design Works Contribution, the 14ML Marshgate Lane Design Works Contribution the All in Tender Price Index; and</li> <li>(b) in relation to the Price per Carbon Tonne (defined in Schedule 13) and the Design Monitoring Costs (defined in Schedule 14), the Index of Retail Prices</li> </ul>
<b>"Indexed"</b>	means in relation to a sum that it is to be increased (but not decreased) in accordance with Clauses 16.2 and 16.3
<b>"Index of Retail Prices"</b>	means the Index of Retail Prices published by the Office of National Statistics or if the same shall cease to be published such alternative related index agreed by the LPA and the Applicant
<b>"Interest"</b>	means the freehold interest or grant of a lease for a term of at least 125 years

<b>"Intermediate Housing"</b>	means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as London Shared Ownership Housing or shared equity housing, intermediate rent and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan
<b>"London Affordable Rented Housing"</b>	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is: <ul style="list-style-type: none"> <li>(a) including Service Charges, up to 80 per cent of local market rents; and</li> <li>(b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance</li> </ul>
<b>"London Plan"</b>	means the London Plan published in March 2016 as revised from time to time
<b>"London Plan Annual Monitoring Report"</b>	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
<b>"LPA Response Date"</b>	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where:- <ul style="list-style-type: none"> <li>(a) the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document or</li> <li>(b) the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document</li> </ul>
<b>"London Shared Ownership Housing"</b>	means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report and <b>"London Shared Ownership Lease"</b> and <b>"London Shared Ownership Lessee"</b> shall be construed accordingly
<b>"Mayor's Funding"</b>	means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in

<b>Guidance"</b>	November 2016 or any update or replacement guidance
<b>"National Rent Regime"</b>	means the regime under which the social rents of tenants of social housing are set, with particular reference to the DCLG's Guidance on Rents for Social Housing (May 2014) and Direction on the Rent Standard (May 2014) and the Welfare Reform and Work Act 2016 (as the same may be amended or superseded)
<b>"Occupy" and "Occupation"</b>	means beneficial occupation for any purpose for which the 2018 Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Development but not including occupation for the purposes of construction, fit out or marketing
<b>"Off Site"</b>	on land outside the W14 Land
<b>"On Site"</b>	on land within the W14 Land
<b>"Original S106 Agreement"</b>	means the agreement dated 5 May 2017 and made between (1) London Legacy Development Corporation; and (2) Workspace 14 Limited
<b>"Parties"</b>	the parties to this Agreement and the word <b>"Party"</b> shall mean either one of them
<b>"Private Residential Units"</b>	means residential units constructed pursuant to the 2018 Planning Permission which are not Affordable Housing
<b>"Reasonable Endeavours"</b>	that it is agreed by the Parties that the Applicant under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Applicant will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
<b>"Refusal Notice"</b>	a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve and enclosing the Report Amendments
<b>"Report Amendments"</b>	those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document together with brief reasons why it requires those amendments to be made to enable it to Approve such Submitted Document
<b>"Rents and Nominations Agreement"</b>	means the Council's standard rents and nominations agreement (or such amendments thereto as may be agreed with the Council) and which shall specify that for all non-grant funded units 100% of first lets shall be for the Council's nominees and 75% for all subsequent lets (or such other percentages as may be agreed between the Affordable Housing Provider and the Council)

<b>"Requisite Consents"</b>	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
<b>"Residential Unit"</b>	means a residential unit provided as part of the Development
<b>"Service Charges"</b>	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit
<b>"S73 Application"</b>	means the application made under section 73 of the 1990 Act and allocated reference number 17/00669/VAR
<b>"Social Rented Housing"</b>	means rented housing for which guideline Target Rents are determined through the National Rent Regime
<b>"Staircasing"</b>	means the purchase by the owners of additional equity in a Shared Ownership Unit or shared equity unit
<b>"Submitted Document"</b>	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement
<b>"Supplemental Agreement"</b>	means the form of agreement attached at Appendix 18 of this Agreement
<b>"Staircasing"</b>	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and "Staircased" shall be construed accordingly
<b>"Target Rents"</b>	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time
<b>"TfL"</b>	means Transport for London or its successor in function
<b>"Transfer"</b>	means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the LPA (and "Transferred" shall be construed accordingly).
<b>"Utility Undertaker"</b>	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the W14 Land for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the W14 Land
<b>"Waterway"</b>	means the Bow Back River

<b>"Working Day"</b>	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive
<b>"Workspace"</b>	means the commercial floorspace comprised within the Development to be designated as workspace in blocks 1 and 2 on the W14 Land as shown on plans 2.1, 2.2 and 2.3 at Appendix 2
<b>"Workspace 14"</b>	means Workspace 14 Limited (Company Number 05834831) (or any other company within the same group)
<b>"W14 Development"</b>	means that part of the Development which is located on the W14 Land
<b>"W14 Land"</b>	means that land being 10, 12 and 14 Marshgate Lane registered at the Land Registry with Title Numbers EGL459224 and NGL109691 and shown edged red on Plan 1 at Appendix 1

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of an Appendix to this Agreement;
- (e) table is to a table of an Appendix to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) Plan, is to a plan annexed to this Agreement as an Appendix;

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

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

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

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

1.2.5 references to the W14 Land include any part of it;

- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to Clauses 2.4, 2.6 and 2.7 references to the Applicant in this Agreement include:-
- (a) the Applicant;
  - (b) persons deriving title from the Applicant; and
  - (c) the Applicant's successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 "**including**" means "**including without limitation**";
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Applicant or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing; and
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Applicant is subject to the obtaining or securing of Requisite Consents the Applicant shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted on the W14 Land; and
  - 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

**PROVIDED THAT** if the Applicant in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in

order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

## 2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Applicant in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Applicant's freehold interest in the W14 Land and the said obligations, covenants and undertakings on the part of the Applicant are entered into with the intent that they shall be enforceable not only against the Applicant but also against any successors in title to or assigns of the Applicant and/or any person claiming through or under the Applicant an interest or estate in the W14 Land as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 A Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the W14 Land in its capacity as a Utility Undertaker;
- 2.4.2 Except for paragraph 5 of Schedule 1A and Schedule 1B which shall apply (subject to paragraph 4.2 of Schedule 1A and 1B), individual owners and occupiers of the Affordable Housing Units and their individual mortgagees and chargees;
- 2.4.3 Any mortgagee or chargee of an Affordable Housing Provider unless it takes possession of the W14 Land (in whole or in part) or 14ML Land (in whole or in part) in which case it too will be bound by the obligations as if it were a person deriving title from the Applicant and in order for such mortgagee or chargee of an Affordable Housing Provider to sell the W14 Affordable Housing Units or the 14ML Affordable Housing Units (as applicable) free from restrictions of this Agreement then the procedure set out in paragraph 4.2.1 of Schedule 1A and Schedule 1B must first have been followed;
- 2.4.4 Individual owners and occupiers of the W14 Private Residential Units or the 14ML Private Residential Units and their individual mortgagees and chargees; and
- 2.4.5 Individual occupiers or lessees of individual units of Workspace who are in physical Occupation of such units.
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the W14 Land or its interest in respect of that part of the W14 Land on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the W14 Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the W14 Land or part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the 2018 Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Applicant) modified.
- 2.10 Subject to Clause 2.11 other than the 2018 Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the W14 Land in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the 2018 Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

### 3. **CONDITIONALITY**

3.1 This Agreement is conditional upon:-

- 3.1.1 the grant of the 2018 Planning Permission; and
- 3.1.2 the Commencement of Development

save for the provisions of this Clause 3, Clauses 1 to 19 (inclusive), paragraph 2.1 of Schedule 1A, paragraphs 3 and 5 to 13 (inclusive) of Schedule 2 paragraphs 3.2 and 5.1 of Schedule 4, paragraph 2.1 of Schedule 8A, paragraph 2.1 of Schedule 9A, paragraphs 2.1.2, 2.3 and 2.4.1 of Schedule 13 and paragraphs 3, 4 and 5 of Schedule 14 all of which shall come into effect immediately upon completion of this Agreement.

3.2 Schedules 1B, 3B, 5B, 8B and 9B are conditional upon the Supplemental Agreement being entered into.

### 4. **THE APPLICANT'S COVENANTS WITH THE LPA**

4.1 The Applicant on behalf of itself and its successors in title to the W14 Land covenant with the LPA that it shall:-

- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Applicant contained in this Agreement;
- 4.1.2 not encumber or otherwise deal with their interests in the W14 Land or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development on the W14 Land and such notice shall only be given where there is a genuine prospect of Development being Commenced on the W14 Land within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

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

- 5.1 The LPA covenants with the Applicant that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clause 5.5, the LPA covenants with the Applicant that it shall use all sums received from the Applicant under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 The LPA shall provide to the Applicant such evidence, as the Applicant shall reasonably require in order to confirm the expenditure of the sums paid by the Applicant under this Agreement.
- 5.4 The LPA covenants with the Applicant that it will pay to the Applicant (or the person who made the payment if not the Applicant) such amount of any payment made by the Applicant to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within seven (7) years of the date of receipt by the LPA of such payment together with interest.
- 5.5 Where any payment is made by the Applicant to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies.
- 5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

## 6. NOTICES

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

### LPA:

Address: Director of Planning Policy and Decisions  
London Legacy Development Corporation – Planning  
Policy and Decisions Team  
Level 10  
1 Stratford Place

Montfichet Road  
London E20 1EJ

For the attention of: Anthony Hollingsworth

**Applicant:** Workspace 14 Limited

Address: Canterbury Court  
1-3 Brixton Road  
London  
SW9 6DE

For the attention of: The Directors

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

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

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

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

## 8. **VERIFICATION AND ENFORCEMENT**

The Applicant shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the W14 Land and any buildings erected thereon pursuant to the W14 Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

## 9. **APPROVAL**

9.1 The LPA shall confirm whether or not it Approves a Submitted Document within:-

9.1.1 30 (thirty) Working Days of receipt of the Submitted Document from the Applicant, or

9.1.2 where the LPA decides that it needs to report the Submitted Document to its planning committee, 50 (fifty) Working Days of receipt of the Submitted Document

**PROVIDED THAT** where Clause 9.1.2 applies, the LPA shall notify the Applicant of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Submitted Document from the Applicant and **FURTHER PROVIDED THAT** in the event the LPA confirms that it does not Approve the Submitted Document the LPA shall issue a Refusal Notice and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or 50 (fifty) Working Days (as applicable) the provisions of Clause 10.4 shall apply.

10. **REFUSAL NOTICE**

- 10.1 Not more than five Working Days from receipt of the Refusal Notice the Applicant shall confirm to the LPA whether it accepts the Report Amendments.
- 10.2 In the event the Applicant confirms that it does accept the Report Amendments the following provisions shall apply:-
- 10.2.1 within 10 (ten) Working Days of the LPA's receipt of such confirmation the Applicant shall submit the revised Submitted Document incorporating the Report Amendments to the LPA for Approval;
- 10.2.2 the LPA shall by no later than the LPA Response Date confirm to the Applicant whether or not it Approves the revised Submitted Document; and
- 10.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 11.
- 10.3 In the event the Applicant confirms that it does not accept the Report Amendments the following provisions apply:-
- 10.3.1 not more than 10 (ten) Working Days after such confirmation the Applicant and the LPA shall meet to discuss the Report Amendments and the Submitted Document;
- 10.3.2 in the event the Applicant and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 11 shall apply; and
- 10.3.3 in the event the Applicant and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Applicant shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Applicant whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.
- 10.4 In the event the LPA does not Approve the Submitted Document or issues a Refusal Notice within the time period specified in Clause 9 the following provisions shall apply:-
- 10.4.1 not more than five Working Days after the expiry of the time period for such Approval being made the Applicant and the LPA shall meet to discuss the Submitted Document;
- 10.4.2 in the event the Applicant and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 11 shall apply; and
- 10.4.3 in the event the Applicant and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:-
- (a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Applicant shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Applicant whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply; or
- (b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Applicant that it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA

refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.

- 10.5 The LPA and the Applicant may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 10.1 to 10.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.
11. **DISPUTE RESOLUTION**
- 11.1 One Party may by serving notice on all the other Parties (the "**Notice**") refer a Dispute to an Expert for determination.
- 11.2 The Notice must specify:-
- 11.2.1 the nature, basis and brief description of the Dispute;
  - 11.2.2 the clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
  - 11.2.3 the proposed Expert.
- 11.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then any Party may request the President of the Law Society (except where Clause 11.7 provides otherwise) to nominate the Expert at their joint expense.
- 11.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 11.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 11.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 11.7 Where the Parties are unable to agree whom should be appointed as the Expert, any Party may request that the following nominate the Expert at their joint expense:-
- 11.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
  - 11.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
  - 11.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
  - 11.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
  - 11.7.5 in all other cases, the President of the Law Society to nominate the Expert.

12. **NO WAIVER**

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

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

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

14. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

15. **THE LPA'S COSTS**

15.1 The Applicant agrees that it will on completion of the Agreement pay:-

15.1.1 the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement); and

15.1.2 the LPA's reasonable costs incurred in the review of development appraisals and viability assessments in connection with the Development (inclusive of any such costs incurred by external surveyors appointed by the LPA).

16. **FINANCIAL CONTRIBUTIONS AND INDEXATION**

16.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

16.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from May 2017 until the date such sums are paid.

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

17. **NOTIFICATION OF IMPLEMENTATION AND 2018 PLANNING PERMISSION**

The Applicant shall give the LPA written notice of its intention to implement the 2018 Planning Permission and upon the implementation of the 2018 Planning Permission the Applicant covenants that it shall not implement nor carry out any development permitted by the 2017 Permission.

18. **JURISDICTION AND LEGAL EFFECT**

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

18.2 The provisions of this Agreement (other than this Clause 18.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

19. **EXECUTION**

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

## SCHEDULE 1A

### AFFORDABLE HOUSING ON THE W14 LAND

#### 1. DEFINITIONS

<b>"Affordable Housing Management Scheme"</b>	means a scheme specifying:- (a) management and servicing arrangements for the W14 Affordable Housing Units and (b) details of the anticipated rent, service charge and any estate or other charges payable for each W14 Affordable Housing Unit and the mechanism for reviewing the same
<b>"Perpetuity"</b>	means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of a W14 Affordable Housing Unit
<b>"W14 Affordable Housing Units"</b>	means the W14 London Affordable Rented Units and the W14 London Shared Ownership Units
<b>"W14 London Affordable Rented Housing Units"</b>	means Affordable Housing Units to be made available for London Affordable Rented Housing pursuant to paragraph 3 of this Schedule 1A
<b>"W14 Private Residential Units"</b>	means Residential Units constructed pursuant to the 2018 Planning Permission on the W14 Land which are neither W14 London Affordable Rented Housing Units or W14 London Shared Ownership Units provided pursuant to paragraph 3 of this Schedule 1A
<b>"W14 Residential Unit"</b>	means a Residential Unit constructed on the W14 Land pursuant to the 2018 Planning Permission
<b>"W14 London Shared Ownership Units"</b>	means W14 Affordable Housing Units to be made available for London Shared Ownership Housing pursuant to paragraph 3 of this Schedule 1A

#### 2. AFFORDABLE HOUSING PROVIDER

2.1 Prior to the Commencement of Development on the W14 Land the Applicant shall submit to the LPA and obtain its Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the W14 Development **PROVIDED THAT** no Approval shall be required for any of the registered providers included on the Council's approved list of Affordable Housing Providers at the date on which the request for Approval is submitted.

2.2 The Applicant will:-

2.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the W14 London Affordable Rented Housing Units and the W14 London Shared Ownership Units to be provided pursuant to paragraph 3 of this Schedule; and

2.2.2 notify the LPA within 10 Working Days of entering into such an Affordable Housing Contract.

3. **MINIMUM AFFORDABLE HOUSING PROVISION**

- 3.1 Not less than seven (7) W14 Residential Units shall be provided as a W14 London Shared Ownership Units.
- 3.2 Not less than twenty-seven (27) W14 Residential Units shall be provided as W14 London Affordable Rented Housing Units.
- 3.3 The Affordable Housing to be provided on the W14 Land pursuant to paragraphs 3.1 and 3.2 above shall comprise the following unit size mix:-

	X1 bed	X2 bed	X3 bed	X4 bed	Total number of units
W14 London Shared Ownership Units	0	2	5	0	7
W14 London Affordable Rented Housing Units	9	8	9	1	27

- 3.4 Not more than fifty per cent (50%) of the W14 Private Residential Units to be provided shall be Occupied until:-
- 3.4.1 100 per cent (100%) of the W14 London Affordable Rented Housing Units and the W14 London Shared Ownership Units to be provided on the W14 Land are:-
- (a) Completed and made ready for Occupation; and
  - (b) have been transferred to an Affordable Housing Provider pursuant to an Affordable Housing Contract.

4. **GENERAL**

- 4.1 The Applicant hereby covenants with and undertakes to the LPA that the Applicant will in respect of the W14 Affordable Housing Units:-
- 4.1.1 Subject to paragraph 4.2 below not Occupy or cause or permit to become Occupied the W14 Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity;
- 4.1.2 ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to:-
- (a) deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract;
  - (b) market the W14 London Shared Ownership Units to people living in the Council's area for a period of no less than 3 months prior to marketing the W14 London Shared Ownership Units to people living outside the Council's area; and
  - (c) notify the LPA and the Council not less than 8 weeks in advance of disposing of a W14 London Shared Ownership Unit such notification to include details of how such proposed disposal accords with (b) above
- 4.2 The provisions of this Schedule 1A will not bind:-
- 4.2.1 any mortgagee or chargee of the Affordable Housing Provider nor any mortgagee or chargee of the owner for the time being of any leasehold interest in any of the W14

Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by such mortgagee or chargee of such Affordable Housing Provider or owner and who exercises any power of sale **PROVIDED THAT:-**

- (a) it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the W14 Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;
- (b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the W14 Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the W14 Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage and all associated costs; and
- (c) if the said mortgagee chargee or receiver shall not have disposed of the said W14 Affordable Housing Units or any part thereof in accordance with paragraph 4.2.1(b) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the W14 Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the W14 Affordable Housing Units;

- 4.2.2 any W14 London Shared Ownership Unit where one hundred per cent of the equity in that W14 London Shared Ownership Unit has been purchased by the tenant via Staircasing;
- 4.2.3 any completed W14 Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or voluntary right to acquire or any similar or substitute rights applicable;
- 4.2.4 any completed W14 Affordable Housing Units where an Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or
- 4.2.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 4.2.1 to 4.2.4 inclusive.

4.3 The Applicant will procure that the Transfer of any W14 London Shared Ownership Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual W14 London Shared Ownership Unit the Affordable Housing Provider will use the appropriate London Shared Ownership Lease.

4.4 Upon the transfer of any W14 Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Applicant in this Schedule 1A in relation to those W14 Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Applicant to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

4.5 No W14 London Affordable Rented Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of the W14

London Affordable Housing Units and evidence thereof has been provided to and approved in writing by the LPA.

- 4.6 No W14 London Shared Ownership Units shall be Occupied before the Affordable Housing Provider has notified the LPA and the Council in accordance with paragraph 4.1.2(c)
- 4.7 Unless otherwise agreed in writing by the LPA, no W14 Affordable Housing Unit shall be Occupied before an Affordable Housing Management Scheme for the W14 Affordable Housing Units has been submitted to and approved in writing by the LPA and the W14 Affordable Housing Units shall thereafter be Occupied in accordance with the approved Affordable Housing Management Scheme.

5. **RESTRICTION ON OCCUPATION OF W14 AFFORDABLE HOUSING UNITS**

5.1 Subject to the terms of this Schedule and any Rents and Nominations Agreement:-

- 5.1.1 no W14 London Affordable Rented Housing Unit provided under the terms of this Schedule 1A shall be Occupied other than as an W14 London Affordable Rented Housing Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person **PROVIDED THAT** the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the W14 London Affordable Rented Housing Unit; and
- 5.1.2 no W14 London Shared Ownership Unit provided under the terms of this Schedule 1A shall be Occupied other than as a W14 London Shared Ownership Unit pursuant to a London Shared Ownership Lease save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person **PROVIDED THAT** the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the W14 London Shared Ownership Unit.

## SCHEDULE 1B

### AFFORDABLE HOUSING ON THE 14ML LAND

#### 1. DEFINITIONS

"14ML Affordable Housing Units"	means the 14ML London Affordable Rented Units
"14ML London Affordable Rented Housing Units"	means 14ML Affordable Housing Units to be made available as London Affordable Rented Housing pursuant to paragraph 3 of this Schedule 1B
"14ML Residential Unit"	means a Residential Unit constructed on the 14ML Land pursuant to the 2018 Planning Permission
"14ML Private Residential Units"	means Residential Units constructed pursuant to the 2018 Planning Permission on the 14 ML Land which are not 14ML London Affordable Rented Housing Units provided pursuant to paragraph 3 of this Schedule 1B
"Affordable Housing Management Scheme"	means a scheme specifying:- <ul style="list-style-type: none"><li>(a) management and servicing arrangements for the 14ML Affordable Housing Units and</li><li>(b) details of the anticipated rent, service charge and any estate or other charges payable for each 14ML Affordable Housing Unit and the mechanism for reviewing the same</li></ul>
"Perpetuity"	means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of a 14ML Affordable Housing Unit

#### 2. AFFORDABLE HOUSING PROVIDER

- 2.1 Prior to the Commencement of Development on the 14ML Land the 14ML Land Owner shall submit to the LPA and obtain its Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the Development **PROVIDED THAT** no Approval shall be required for any of the registered providers included on the Council's approved list of Affordable Housing Providers at the date on which the request for Approval is submitted.
- 2.2 The 14ML Land Owner will:-
- 2.2.1 proceed diligently and with all due expedition to negotiate and enter into an 14ML Affordable Housing Contract in respect of the 14ML London Affordable Rented Housing Units to be provided pursuant to paragraph 3 of this Schedule; and
  - 2.2.2 notify the LPA within 10 Working Days of entering into an 14ML Affordable Housing Contract.

#### 3. MINIMUM AFFORDABLE HOUSING PROVISION

- 3.1 Not less than twenty (20) 14ML Residential Units shall be provided as 14ML London Affordable Rented Housing Units.

- 3.2 The Affordable Housing to be provided on the 14ML Land in accordance with paragraphs 3.1 and 3.2 above shall comprise the following unit size mix:-

	X1 bed	X2 bed	X3 bed	X4 bed	Total number of units
14ML London Affordable Rented Housing Units	8	6	6	0	20

- 3.3 Not more than fifty per cent (50%) of the 14ML Private Residential Units to be provided on the 14ML shall be Occupied until:-

3.3.1 100 per cent (100%) of the 14ML London Affordable Rented Housing Units to be provided on the 14ML Land are:-

- (a) Completed and made ready for Occupation; and
- (b) have been transferred to an Affordable Housing Provider pursuant to an Affordable Housing Contract.

#### 4. GENERAL

- 4.1 The 14ML Land Owner hereby covenants with and undertakes to the LPA that the 14ML Land Owner will in respect of the 14ML Affordable Housing Units:-

4.1.1 subject to paragraph 4.2 below not Occupy or cause or permit to become Occupied the 14ML Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity; and

4.1.2 ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract.

- 4.2 The provisions of this Schedule 1B will not bind:-

4.2.1 any mortgagee or chargee of the Affordable Housing Provider nor any mortgagee or chargee of the owner for the time being of any leasehold interest in any of the 14ML Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by such mortgagee or chargee of such Affordable Housing Provider or owner and who exercises any power of sale **PROVIDED THAT:-**

- (a) it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the 14ML Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;
- (b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the 14ML Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the 14ML Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage and all associated costs; and
- (c) if the said mortgagee chargee or receiver shall not have disposed of the said 14ML Affordable Housing Units or any part thereof in accordance with paragraph 4.2.1(b) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee

or receiver) dispose of the 14ML Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the 14ML Affordable Housing Units;

- 4.2.2 any completed 14ML Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or voluntary right to acquire or any similar or substitute rights applicable;
  - 4.2.3 any completed 14ML Affordable Housing Units where a Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or
  - 4.2.4 any person or body deriving title through or from any of the parties mentioned in paragraphs 4.2.1 to 4.2.4 inclusive.
- 4.3 Upon the transfer of any 14ML London Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the 14ML Land Owner in this Schedule in relation to those 14ML Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the 14ML Land Owner to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.
- 4.4 No 14ML London Affordable Rented Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of the 14ML Affordable Housing Units and evidence thereof has been provided to and approved in writing by the LPA.
- 4.5 Unless otherwise agreed in writing by the LPA, no 14ML Affordable Housing Unit shall be Occupied before an Affordable Housing Management Scheme for the 14ML Affordable Housing Units has been submitted to and approved in writing by the LPA and the 14ML Affordable Housing Units shall thereafter be Occupied in accordance with the approved Affordable Housing Management Scheme.
5. **RESTRICTION ON OCCUPATION OF THE 14ML AFFORDABLE HOUSING UNITS**
- 5.1 Subject to the terms of this Schedule and any Rents and Nominations Agreement no 14ML London Affordable Rented Housing Unit provided under the terms of this Schedule shall be Occupied other than as a 14ML London Affordable Rented Housing Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person **PROVIDED THAT** the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the 14ML London Affordable Rented Housing Unit.

## SCHEDULE 2

### VIABILITY REVIEW: DELAY TO W14 DEVELOPMENT

#### 1. DEFINITIONS

- "Construction Contract"** means a contract for the construction and completion of the W14 Development in such form as is custom and practice to use in the industry incorporating the programme for the Completion of the part of the Development that is situated on the W14 Land by a specified completion date subject to usual extensions documentary evidence of which shall be submitted to the LPA in writing
- "Deferred Affordable Housing Scheme"** means a scheme specifying the quantum, tenure, size and location of the W14 Deferred Affordable Housing Units with reference to plans and drawings approved as part of the Planning Application, which:-
- (a) is submitted by the Applicant with any Viability Review and
  - (b) is either:-
    - (i) agreed by the LPA and the Applicant or
    - (ii) determined by the Specialist
- "Force Majeure"** an event beyond the control of the Applicant (including its contractors/sub-contractors and agents) which is unrelated to its fault or negligence including but not limited to fire, flood, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion or terrorist activity or national emergency
- "Memorandum"** means a memorandum made in accordance with paragraph 13 of this Schedule
- "Relevant Report"** means a detailed report setting out and evidencing the Applicant's reasons and justification (financial and/or otherwise) as to why any Viability Review submitted would not support any W14 Deferred Affordable Housing
- "Specialist"** means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with Clause 11.3 of this Agreement
- "Substantial Commencement"** means the occurrence of all of the following events:-
- (a) a Construction Contract is let by the Applicant and certified documentary evidence of the same is provided to the LPA (which may be redacted only to exclude irrelevant or commercially sensitive information)
  - (b) an Unconditional Obligation Certificate is

provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter) and

- (c) Commencement of the W14 Development has occurred and works (including but without limitation building or engineering works) pursuant to the Construction Contract have taken place and are on-going in respect of the W14 Development for at least three (3) calendar months (without interruption to the construction programme under the Construction Contract lasting more than one (1) week in total in any given month)

and

**"Substantially Commenced"** shall be constructed accordingly

**"Unconditional Obligation Certificate"**

means a certificate provided by solicitors acting for the Applicant to the effect that:-

- (a) the Applicant has completed the Construction Contract in which a construction contractor agrees to construct the whole W14 Development by a specified completion date as may be extended in accordance with the Construction Contract in accordance with an agreed programme subject to the usual extensions and
- (b) so far as the solicitor is aware all contractual conditions precedent to the enforcement of the obligation to construct the W14 Development referred to at (a) above have been satisfied

**"Viability Review"**

means a review to be provided by the Applicant assessing the ability of the W14 Development to viably deliver some or all of the W14 Deferred Affordable Housing in the same form as the Viability Review prepared by Savills and dated 7 September 2018 which has been approved by the LPA.

**"W14 Deferred Affordable Housing"**

means the W14 Deferred Affordable Housing Units or the W14 Deferred Affordable Housing Payment

**"W14 Deferred Affordable Housing Payment"**

means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the W14 Development above the figure of 34 Residential Units secured through Schedule 1A of this Agreement up to a cap of fifty per cent (50%) of the Residential Units comprised within the W14 Development in accordance with the requirements of Policy H.2 of the London Legacy Development Corporation Local Plan (adopted on 21 July 2015) to be agreed between the Applicant and the LPA or determined by the Specialist

**"W14 Deferred Affordable Housing Units"**

means Affordable Housing to be provided as part of the W14 Development in addition to the Affordable Housing to be provided pursuant to paragraph 3 of Schedule 1A of this Agreement up to a maximum of 37 Residential Units (in addition to the 34 secured by Schedule 1A) in accordance with the Deferred Affordable Housing Scheme

**2. EVIDENCE OF COMMENCEMENT**

Upon the occurrence of Substantial Commencement of the W14 Development within 12 (twelve) months of the date of grant of the 2018 Planning Permission the Applicant shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the W14 Land at all reasonable times for the purposes of inspecting the W14 Land and verifying Substantial Commencement.

**3. VIABILITY REVIEW**

3.1 If the W14 Development has not been Substantially Commenced within 12 (twelve) months of the date of the 2018 Planning Permission the Applicant shall prior to Substantial Commencement of the W14 Development or as the case may be prior to any undertaking any further development work which would constitute Substantial Commencement of the W14 Development submit to the LPA a Viability Review which shall be accompanied by:-

3.1.1 either:-

(a) the Relevant Report; or

(b) a Deferred Affordable Housing Scheme,

3.1.2 the Construction Contract; and

3.1.3 an Unconditional Obligation Certificate

(together known as the "**Contract Documents**").

**4. INTERRUPTIONS TO THE PROGRAMME**

Subject to Force Majeure if at any time following Commencement of the W14 Development no construction works at the W14 Development have taken place for a period exceeding three (3) consecutive calendar months, the Applicant shall submit to the LPA a Viability Review prior to re-commencement of works of the W14 Development and the provisions of paragraph 3 above and the remainder of this Schedule shall apply to such Viability Review.

**5. CONTENT OF VIABILITY REVIEW**

5.1 If no Deferred Affordable Housing Scheme is submitted with the Viability Review required to be submitted to the LPA pursuant to the provisions of paragraph 3 or 4 of this Schedule, the Viability Review shall be accompanied by:-

5.1.1 the Applicant's justification (financial and/or otherwise) as to why no On Site W14 Deferred Affordable Housing Units can be provided as part of the W14 Development; and

5.1.2 the W14 Deferred Affordable Housing Payment proposal in the event that the Viability Review demonstrates that the W14 Deferred Affordable Housing Payment can be made.

## 6. VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATION

- 6.1 Within ten Working Days of receipt of a Viability Review (unless otherwise agreed between the LPA and the Applicant), the LPA shall either:-
- 6.1.1 confirm in writing to the Applicant that it has received a valid Viability Review and the Contract Documents ("**Validation Date**"); or
  - 6.1.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability

and for the avoidance of doubt nothing in this paragraph 6.1 shall amount to agreement of any of the matters contained in the Viability Review nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to paragraph 7 provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 6.1.2 above.

- 6.2 On receipt of any request for further information, the Applicant shall as soon as reasonably practicable and in any case within ten Working Days (or such longer period as may be agreed between the LPA and the Applicant) of such request provide to the LPA the information requested whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).
- 6.3 The Applicant acknowledges that during the course of negotiations pursuant to paragraph 7 below, the LPA or its surveyor shall be entitled to seek such further information as either deems relevant or reasonable to settling the Viability Review and/or the Deferred Affordable Housing Scheme and/or W14 Deferred Affordable Housing Payment with which the Applicant shall comply as outlined in paragraph 6.2 above using all reasonable endeavours.
- 6.4 If either paragraph 3 or 4 of this Schedule applies, the Applicant shall not Commence or continue to Commence (as applicable) the W14 Development or otherwise cause or permit Commencement or continued Commencement (as applicable) of the W14 Development until the LPA has received a valid Viability Review and Contract Documents.

## 7. REVIEW OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME

- 7.1 The LPA shall be entitled to:-
- 7.1.1 recover from the Applicant its reasonable and properly incurred internal costs (including officer time) incurred pursuant to this Schedule 2; and
  - 7.1.2 instruct external surveyors to act on its behalf to review and assess the Viability Review and recover from Applicant the LPA's reasonable and properly incurred costs of that review and subsequent advice to the LPA

and the Applicant shall pay such costs within 10 Working Days of written demand from the LPA.

- 7.2 For a period not exceeding 2 (two) calendar months commencing on the Validation Date (unless otherwise agreed between the LPA and the Applicant in writing), the Applicant and the LPA (or its surveyor) both acting reasonably and in good faith may review and seek to agree:-
- 7.2.1 the Viability Review; and
  - 7.2.2 if relevant, the Deferred Affordable Housing Scheme or W14 Deferred Affordable Housing Payment

and shall give effect to any such agreement in a Memorandum.

- 7.3 Within 3 (three) calendar months of the Validation Date, the LPA shall confirm in writing that either:-
- 7.3.1 it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or
  - 7.3.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Applicant and the LPA and confirms that no W14 Deferred Affordable Housing is triggered; or
  - 7.3.3 it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Applicant and the LPA, and the Deferred Affordable Housing Scheme or W14 Deferred Affordable Housing Payment (if relevant) is agreed by way of a completed Memorandum ("**Acceptance Notice**").

## 8. REFERRAL TO THE SPECIALIST

- 8.1 In the event that pursuant to paragraph 7 above, the Applicant and the LPA have not agreed the Viability Review and/or the W14 Deferred Affordable Housing either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its reasonable endeavours to do so within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Applicant) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".
- 8.2 Unless otherwise agreed between the LPA and the Applicant or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review and the W14 Deferred Affordable Housing which for the avoidance of doubt shall include representations explaining whether Deferred Affordable Housing could be provided On Site as Deferred Affordable Housing Units ("**Representations Period**").
- 8.3 In addition to the matters specified in paragraph 8.2, in making his determination the Specialist shall have regard to:-
- 8.3.1 all relevant material submitted to him by the LPA and the Applicant;
  - 8.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise; and
  - 8.3.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to the W14 Deferred Affordable Housing Units at paragraph 9.
- 8.4 Unless otherwise agreed by the LPA and the Applicant or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that the W14 Deferred Affordable Housing requirement is triggered that his or her decision shall include a Deferred Affordable Housing Scheme or calculation of the W14 Deferred Affordable Housing Payment (the "**Decision**") which the LPA and the Applicant shall thereafter incorporate in a completed Memorandum in accordance with paragraph 13 below.

## 9. ON SITE DEFERRED AFFORDABLE HOUSING UNITS

- 9.1 The Applicant covenants to provide any W14 Deferred Affordable Housing Units as may be required and agreed between the Parties (or determined by the Specialist) on the W14 Land as part of the W14 Development in accordance with:-
- 9.1.1 the W14 Deferred Affordable Housing Scheme; and
  - 9.1.2 the programme comprised in the Construction Contract; and

- 9.1.3 the obligations and covenants on the part of the Applicant in relation to the W14 Affordable Housing Units in Schedule 1A which shall apply mutatis mutandis to the W14 Deferred Affordable Housing Units.

## 10. DEFERRED AFFORDABLE HOUSING PAYMENT

- 10.1 If the Specialist determines or the Applicant and LPA agree that the W14 Development can viably support W14 Deferred Affordable Housing but the W14 Deferred Affordable Housing cannot be provided within the W14 Development on the W14 Land and the Applicant has previously submitted to the LPA or the Specialist (as the case may be) a detailed report evidencing the reasons why it would not be practicable to provide the W14 Deferred Affordable Housing Units within the W14 Development on the W14 Land:-

10.1.1 the Applicant shall pay to the LPA the W14 Deferred Affordable Housing Payment prior to Occupation of no more than 35% of the W14 Private Residential Units; and

10.1.2 no more than 35% of the W14 Private Residential Units shall be Occupied until the W14 Deferred Affordable Housing Payment has been paid to the LPA.

## 11. RESTRICTION ON IMPLEMENTATION

- 11.1 If either paragraph 3 or 4 of this Schedule applies, the Applicant shall not Substantially Commence or re-commence (as applicable) the W14 Development until:-

11.1.1 the LPA or the Specialist has confirmed in writing that the Viability Review is accepted and no W14 Deferred Affordable Housing is required; or

11.1.2 the LPA or Specialist has confirmed its approval of the W14 Deferred Affordable Housing Scheme and the same has been documented by way of Memorandum; or

11.1.3 the LPA or Specialist has agreed a W14 Deferred Affordable Housing Payment (as relevant) and the same has been documented by way of Memorandum.

## 12. EXPIRY OF VIABILITY REVIEW AND DEFERRED AFFORDABLE SCHEME

- 12.1 Any Viability Review shall expire ("**Expiry Date**") after a period of 12 (twelve) months from the Validation Date where the Applicant has not Substantially Commenced or re-commenced (as applicable) the W14 Development by the end of that 12 month period.

- 12.2 If a Viability Review expires without the LPA and the Applicant having agreed or the Specialist having determined the issue of the W14 Deferred Affordable Housing, then the Applicant shall within 1 (one) calendar month of the Expiry Date (or such longer period as may be agreed with the LPA or the Specialist as the case may be) submit to the LPA or the Specialist as the case may be an up-to-date Viability Review whereupon the provisions and covenants on behalf of the Applicant in this Schedule shall apply to any subsequent Viability Review(s) and W14 Deferred Affordable Housing.

## 13. MEMORANDUM

- 13.1 Within 15 (fifteen) Working Days of the LPA and the Applicant agreeing a Deferred Affordable Housing Scheme or W14 Deferred Affordable Housing Payment (or the Specialist determining by issuing his decision), the Applicant and the LPA shall record the Deferred Affordable Housing Scheme or W14 Deferred Affordable Housing Payment by completing a Memorandum by each of the LPA and the Applicant signing the same (acting by authorised signatories).

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

*"The Parties have agreed the details of the [Deferred Affordable Housing Scheme/W14 Deferred Affordable Housing Payment] by way of a signed Memorandum between the LPA and the Applicant dated 20xx".*

13.3 Upon completion of a Memorandum, this Agreement shall be construed such that:-

13.3.1 in the case of W14 Deferred Affordable Housing Units being provided:-

- (a) the number of W14 Deferred Affordable Housing Units shall be included within the definition of W14 Affordable Housing Units; and
- (b) the number of W14 Private Residential Units shall be reduced by the corresponding number of W14 Deferred Affordable Housing Units;
- (c) the obligations in Schedule 1A shall apply to the W14 Deferred Affordable Housing to be provided within the W14 Development and shall be construed such that any reference to "**W14 Affordable Housing Units**" shall include the corresponding number of "W14 Deferred Affordable Housing Units" to be provided within the W14 Development; or

in the case of a W14 Deferred Affordable Housing Payment becoming payable the payment will be due in accordance with the terms of the Memorandum.

## SCHEDULE 3A

### LATE STAGE VIABILITY REVIEW (1)

#### 1. DEFINITIONS

<b>"Achieved Sales Value"</b>	means the aggregate value of the Sold W14 Private Residential Units and any accompanying car parking spaces (less any reasonable incentives incurred in the construction and sale of such units)
<b>"Achieved Values"</b>	means the Achieved Sales Value and the Attributed Value
<b>"Additional Affordable Housing Scheme"</b>	means a scheme specifying the quantum, tenure, size and location of the W14 Affordable Housing Reappraisal Units to be provided as part of the W14 Development with reference to plans and drawings
<b>"Affordable Housing Reappraisal"</b>	means a reappraisal of the ability of the W14 Development to deliver a level of Affordable Housing above the minimum level required to be provided pursuant to paragraph 3 of Schedule 1A (as may be increased in accordance with the provisions of Schedule 2 if relevant) and which shall be carried out in accordance with and contain the information required by paragraph 3 of this Schedule
<b>"Affordable Housing Reappraisal Payment"</b>	means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the W14 Development above the figure of 34 Residential Units secured through Schedule 1A plus any W14 Deferred Affordable Housing provided through the provisions of Schedule 2 up to a cap of fifty per cent (50%) of the Residential Units comprised within the W14 Development in accordance with the requirements of Policy H.2 of the London Legacy Development Corporation Local Plan (adopted on 21 July 2015) to be agreed between the Applicant and the LPA or determined by the Specialist
<b>"Affordable Housing Reappraisal Payment Report"</b>	means a detailed report setting out:-  (a) the reasons why it would not be practicable to provide the W14 Affordable Housing Reappraisal Units as part of the W14 Development; and  (b) the proposed Affordable Housing Reappraisal Payment (together with an explanation of how the payment has been calculated)
<b>"Attributed Value"</b>	means the consideration paid or agreed to be paid by an Affordable Housing Provider/s to the Applicant for the W14 Affordable Housing Units
<b>"Projected Values"</b>	means the value of W14 Private Residential Units and car parking spaces not yet Sold as at the date the Affordable Housing Reappraisal is prepared that would reasonably be expected to be achieved on the date that it is anticipated that the sale of the relevant Residential Unit

and/or car parking space will complete (less any reasonable incentives) taking account of the Achieved Values set out in any previous Viability Review (as defined in Schedule 2)

**"Saleable Area"**

means the net Saleable area (excluding all common areas) of each W14 Residential Unit measured in square feet

**"Sale"**

means any of the following in respect of each individual W14 Residential Unit and/or car parking space:-

- (a) disposal of the freehold
- (b) disposal of a leasehold
- (c) grant of a tenancy for occupation or
- (d) disposal on a shared ownership or shared equity basis

to an independent third party and **"Sold"** and **"Saleable"** shall be construed accordingly

**"Surplus"**

means fifty per cent (50%) of the amount by which the Total Value exceeds the Trigger Value

**"Total Value"**

means as at the date the Affordable Housing Reappraisal is prepared, the aggregate value of:-

- (a) the Achieved Values and
- (b) the Projected Values

divided by the total Saleable Area of W14 Residential Units

**"Trigger Value"**

means £642/ft<sup>2</sup> (Indexed)

**"Viability Review"**

has the meaning given to it in Schedule 2

**"W14 Additional Affordable Housing"**

means the W14 Affordable Housing Reappraisal Units or the Affordable Housing Reappraisal Payment

**"W14 Affordable Housing Units"**

has the meaning given to it in Schedule 1A

**"W14 London Affordable Rented Housing Units"**

has the meaning given to it in Schedule 1A

**"W14 Affordable Housing Reappraisal Units"**

means the additional units of Affordable Housing (if any) to be provided in accordance with the provisions of this Schedule as identified in the Approved Additional Affordable Housing Scheme PROVIDED THAT the total number of W14 Affordable Housing Units provided as part of the W14 Development is not required to exceed 70 (seventy)

**"W14 Deferred Affordable Housing Payment"**

has the meaning given to it in Schedule 2

**"W14 Deferred Affordable Housing Units"** has the meaning given to it in Schedule 2

**"W14 Private Residential Units"** means Residential Units constructed pursuant to the 2018 Planning Permission on the W14 Land which are neither W14 London Affordable Rented Housing Units or W14 London Shared Ownership Units provided pursuant to paragraph 3 of Schedule 1A

**"W14 Residential Unit"** has the meaning given to it in Schedule 1A

## 2. LPA'S COSTS

2.1 The Applicant shall pay the LPA's reasonable costs (including the costs of any external consultants appointed by the LPA) incurred in reviewing, commenting on and approving any information submitted to the LPA pursuant to this Schedule.

## 3. AFFORDABLE HOUSING REAPPRAISAL

3.1 Within 28 days of the 84<sup>th</sup> (eighty fourth) Sale of a W14 Private Residential Unit the Applicant shall submit the Affordable Housing Reappraisal to the LPA for Approval together with:-

3.1.1 an Additional Affordable Housing Scheme; or

3.1.2 an Affordable Housing Reappraisal Payment Report

and in either case the LPA's reasonable estimate of its costs of reviewing the submitted information.

3.2 Within 28 days of receipt of the Affordable Housing Reappraisal and its estimated costs pursuant to paragraph 3.1 above, the LPA shall appoint a consultant to review the anticipated Affordable Housing Reappraisal such review to be undertaken within 28 days of such appointment (the "**Review Date**").

3.3 The Affordable Housing Reappraisal shall:-

3.3.1 consider all W14 Residential Units and car parking spaces Sold at the date of submission of the report;

3.3.2 set out the amount of Surplus (if any) and contain such information necessary to calculate the Surplus, including:-

(a) the date of Sale and actual sale value as registered or to be registered at the Land Registry for each such W14 Private Residential Unit and car parking space net of reasonable incentives incurred;

(b) the Attributed Value;

(c) the total Achieved Value of:-

(i) the W14 Residential Units considered by the Affordable Housing Reappraisal;

(ii) the car parking spaces Sold with W14 Private Residential Units and W14 London Shared Ownership Units considered by the by the Affordable Housing Reappraisal;

- (d) the total Projected Value of:-
  - (i) the W14 Residential Units considered by the Affordable Housing Reappraisal; and
  - (ii) and car parking spaces to be Sold with W14 Private Residential Units and, W14 London Shared Ownership Units considered by the Affordable Housing Reappraisal;
- (e) the total Saleable Area of the W14 Residential Units considered by the Affordable Housing Reappraisal;
- (f) the Indexed Trigger Value; and
- (g) calculations used to arrive at the Surplus.

3.3.3 set out the calculations used to arrive at the Projected Values per sq foot and details of the evidence used to establish the Projected Values;

3.3.4 set out the level of W14 Additional Affordable Housing which the Applicant proposes to provide funded by Surplus and how this has informed either the Affordable Housing Scheme or the proposed Affordable Housing Reappraisal Payment (as appropriate).

3.4 The information provided in the Affordable Housing Reappraisal shall be kept confidential by the LPA and shall not be disclosed to any third party save with the consent of the other parties to this Agreement or where the LPA is required to disclose the information as a matter of law provided that in the event the LPA is required to disclose such information to the public or some other third party and that information is not already in the public domain it will use reasonable endeavours to ensure that all figures sums and calculations set out are redacted to the extent that they represent commercially sensitive information unless the LPA is required to disclose the information as a matter of law.

3.5 Prior to the Review Date, the LPA shall confirm in writing that either:-

3.5.1 it rejects (with reasons) the Affordable Housing Reappraisal, the Additional Affordable Housing Scheme and/or Affordable Housing Reappraisal Payment Report ("**Non-Acceptance Notice**"); or

3.5.2 it Approves the Affordable Housing Reappraisal and either the Additional Affordable Housing Scheme or Affordable Housing Reappraisal Payment Report ("**Acceptance Notice**").

#### 4. REFERRAL TO THE EXPERT

4.1 In the event that the LPA serves a Non-Acceptance Notice or does not serve an Acceptance Notice by the Review Date, either Party shall be entitled to refer the matter to the Expert pursuant to Clause 11 of this Agreement.

#### 5. PROVISION OF ADDITIONAL AFFORDABLE HOUSING

5.1 The Applicant covenants that not more than 125 (one hundred and twenty five) of the W14 Private Residential Units shall be Occupied until:

5.1.1 the Affordable Housing Reappraisal; and

5.1.2 the Additional Affordable Housing Scheme or the Affordable Housing Reappraisal Payment Report

have been Approved in writing by the LPA pursuant to paragraph 3 above or by the Expert pursuant to paragraph 4 above and Clause 11.

- 5.2 The Applicant covenants that not more than 85% of the W14 Private Residential Units shall be Occupied until one of the following occurs:-
- 5.2.1 in the event that the Affordable Housing Reappraisal and an Additional Affordable Housing Scheme are Approved by the LPA (or by the Expert pursuant to paragraph 4 above and Clause 11):-
- (a) the W14 Affordable Housing Reappraisal Units are Completed; and
  - (b) the W14 Affordable Housing Reappraisal Units have been transferred to an Affordable Housing Provider pursuant to an Affordable Housing Contract; or
- 5.2.2 in the event that the Affordable Housing Reappraisal and an Affordable Housing Reappraisal Payment Report are Approved by the LPA (or by the Expert pursuant to paragraph 4 above and Clause 11) the Affordable Housing Reappraisal Payment has been paid to the LPA.
- 5.2.3 The Affordable Housing Reappraisal is Approved by the LPA (or by the Expert pursuant to paragraph 4 above and Clause 12) which shows that no W14 Additional Affordable Housing can be delivered.
- 5.3 The provisions of Schedule 1A in relation to the W14 Affordable Housing Units shall apply to any W14 Affordable Housing Reappraisal Units.

## SCHEDULE 3B

### LATE STAGE VIABILITY REVIEW (2)

#### 1. DEFINITIONS

<b>"Achieved Values"</b>	means the Achieved Sales Value and the Attributed Value
<b>"Affordable Housing Reappraisal"</b>	has the meaning given to it in Schedule 3A
<b>"Combined Achieved Sales Value"</b>	means the aggregate value of the Sold Private Residential Units and any accompanying car parking spaces (less any reasonable incentives incurred in the construction and sale of such units) that are comprised within the W14 Development and the 14ML Development
<b>"Combined Achieved Values"</b>	means the Combined Achieved Sales Value and the Combined Attributable Value
<b>"Combined Additional Affordable Housing Scheme"</b>	means a scheme specifying the quantum, tenure, size and location of the Combined Affordable Housing Reappraisal Units to be provided as part of the W14 Development and the 14ML Development with reference to plans and drawings
<b>"Combined Affordable Housing Reappraisal"</b>	means a reappraisal of the ability of the 14ML Development and the W14 Development when assessed as one single development to deliver a level of Affordable Housing above the minimum level required to be provided pursuant to Schedule 1A and Schedule 1B (as may be increased in accordance with Schedule 2 (if applicable) and Schedule 3A) and which shall be carried out in accordance with and contain the information required by paragraph 3 of this Schedule 3B
<b>"Combined Affordable Housing Reappraisal Units"</b>	means Affordable Housing to be provided as part of the W14 Development or the 14ML Development in addition to:  (a) the W14 Affordable Housing Units provided pursuant to Schedule 1A;  (b) the W14 Deferred Affordable Housing Units provided pursuant to Schedule 2 (if any);  (c) the W14 Affordable Housing Reappraisal Units provided pursuant to Schedule 3A (if any);  (d) the 14ML Affordable Housing Units provided pursuant to Schedule 1B  PROVIDED THAT the total number of units of Affordable Housing provided as part of the W14 Development the 14ML Development shall not exceed 89 (eighty nine)
<b>"Combined Affordable Housing Reappraisal Payment"</b>	means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the W14 Development and 14ML Development above the number of units of Affordable Housing secured through the provisions of

Schedules 1A, 1B, Schedule 2 (if applicable) and Schedule 3A of this Agreement up to a cap of 50% of the Residential Units comprised within the W14 Development and the 14ML Development in accordance with the requirements of Policy H.2 of the London Legacy Development Corporation Local Plan (adopted on 21 July 2015) to be agreed between the Covenantor and the LPA or determined by the Specialist

**"Combined Affordable Housing Reappraisal Payment Report"**

means a detailed report setting out:-

- (a) the reasons why it would not be practicable to provide Combined Affordable Housing Reappraisal Units as part of either the W14 Development or the 14ML Development; and
- (b) the proposed Combined Affordable Housing Reappraisal Payment (together with an explanation of how the payment has been calculated)

**"Combined Attributed Value"**

means the consideration paid or agreed to be paid by an Affordable Housing Provider/s for:

- (a) the W14 Affordable Housing Units provided pursuant to Schedule 1A;
- (b) the W14 Deferred Affordable Housing Units provided pursuant to Schedule 2 (if any);
- (c) the W14 Affordable Housing Reappraisal Units provided pursuant to Schedule 3A (if any); and
- (d) the 14ML Affordable Housing Units provided pursuant to Schedule 1B

**"Combined Projected Values"**

means the value of any Private Residential Units and car parking spaces comprised within the W14 Development and the 14ML Development not yet Sold as at the date the Combined Affordable Housing Reappraisal is prepared that would reasonably be expected to be achieved (less any reasonable incentives) taking account of the Combined Achieved Sales Values set out in any previous Viability Review either Approved by the LPA to determined by an Expert (if any) and the Affordable Housing Reappraisal undertaken pursuant to Schedule 3A and as Approved by the LPA or determined by an Expert

**"Combined Sales Area"**

means the net Saleable area (excluding all common areas) of each Residential Unit measured in square feet

**"Combined Surplus"**

means fifty per cent (50%) of the amount by which the Combined Total Value exceeds the Combined Trigger Value

**"Combined Total Value"**

means as at the date the Combined Affordable Housing Reappraisal is prepared, the aggregate value of:-

- (a) the Combined Achieved Values and

	(b) the Combined Projected Values
	divided by the total Combined Saleable Area of all of the Residential Units comprised within the W14 Development and the 14ML Development
<b>"Combined Trigger Value"</b>	means £642/ft (Indexed)
<b>"Connected Person"</b>	means a person connected with another within the meaning of section 1122 Corporation Tax Act 2010
<b>"Covenantor"</b>	has the meaning given in the Supplemental Agreement
<b>"Group Company"</b>	means in relation to a company, that company and any company which is from time to time a Holding Company of that company or a Subsidiary or Subsidiary Undertaking of that company or of such holding company (as those expressions are defined in the Companies Act 2006)
<b>"Sale"</b>	means any of the following in respect of each individual W14 Residential Unit and/or car parking space:- <ul style="list-style-type: none"> <li>(a) disposal of the freehold</li> <li>(b) disposal of a leasehold</li> <li>(c) grant of a tenancy for occupation or</li> <li>(d) disposal on a shared ownership or shared equity basis</li> </ul> <p>to an independent third party and <b>"Sold"</b> and <b>"Saleable"</b> shall be construed accordingly</p>
<b>"W14 Affordable Housing Units"</b>	has the meaning given to it in Schedule 1A
<b>"W14 London Affordable Rented Housing Units"</b>	has the meaning given to it in Schedule 1A
<b>"W14 Affordable Housing Reappraisal Units"</b>	has the meaning given to it in Schedule 3A
<b>"W14 Deferred Affordable Housing Payment"</b>	has the meaning given to it in Schedule 2
<b>"W14 Deferred Affordable Housing Units"</b>	has the meaning given to it in Schedule 2
<b>"14ML Private Residential Units"</b>	means Residential Units constructed pursuant to the 2018 Planning Permission on the 14ML Land which are not 14ML London Affordable Rented Housing Units (as defined in Schedule 1B) provided pursuant to paragraph 3 of Schedule 1B
<b>"W14 Residential Unit"</b>	has the meaning given to it in Schedule 1A
<b>"W14 London Shared Ownership Units"</b>	has the meaning given to it in Schedule 1A

2. **APPLICATION OF THIS SCHEDULE 3B**

2.1 The provisions of this Schedule 3B shall only apply in the event that at the date the Supplemental Agreement is completed the Covenantor or any Group Company or Connected Person to the Covenantor is the owner of a legal interest or the beneficiary of an equitable interest in the W14 Land.

3. **LPA'S COSTS**

3.1 The Covenantor shall pay the LPA's reasonable costs (including the costs of any external consultants appointed by the LPA) incurred in reviewing, commenting on and approving any information submitted to the LPA pursuant to this Schedule 3B.

4. **COMBINED AFFORDABLE HOUSING REAPPRAISAL**

4.1 Within 28 days of the 17th (seventeenth) Sale of a 14ML Private Residential Unit the Covenantor shall submit the Combined Affordable Housing Reappraisal to the LPA for Approval together with:-

4.1.1 a Combined Additional Affordable Housing Scheme; or

4.1.2 a Combined Affordable Housing Reappraisal Payment Report

and in either case the LPA's reasonable estimate of its costs of reviewing the submitted information.

4.2 Within 28 days of receipt of the Combined Affordable Housing Reappraisal and its estimated costs pursuant to paragraph 3.1 above, the LPA shall appoint a consultant to review the anticipated Combined Affordable Housing Reappraisal such review to be undertaken within 28 days of such appointment (the "**Combined Review Date**").

4.3 The Combined Affordable Housing Reappraisal shall:-

4.3.1 consider all Residential Units and car parking spaces comprised within the W14 Development and the 14ML Development which have been Sold at the date of submission of the report;

4.3.2 set out the amount of any Combined Surplus (if any) and contain such information necessary to calculate the Combined Surplus, including:-

(a) the date of Sale and actual sale value as registered or to be registered at the Land Registry for each Private Residential Unit and car parking space comprised within the W14 Development and the 14ML Development net of reasonable incentives incurred;

(b) the Combined Attributed Value;

(c) the total Achieved Value of the W14 Private Residential Units and the W14 London Shared Ownership Units and any associated car parking spaces that were considered by the Affordable Housing Reappraisal and where those W14 Residential Units, W14 London Shared Ownership Units and any accompanying car parking spaces were assessed on the basis of the Projected Value;

(d) the total Combined Projected Value of:-

(i) the W14 Residential Units and any accompanying car parking spaces considered by the Affordable Housing Reappraisal;

(ii) the W14 London Shared Ownership Units and any accompanying car parking spaces considered by the by the Affordable Housing Reappraisal;

- (e) the total Saleable Area of the W14 Residential Units considered by the Affordable Housing Reappraisal;
  - (f) the Indexed Trigger Value; and
  - (g) calculations used to arrive at the Combined Surplus.
- 4.3.3 set out the calculations used to arrive at the Combined Projected Values per sq foot and details of the evidence used to establish the Combined Projected Values;
- 4.3.4 set out the level of Combined Additional Affordable Housing which the Covenantor proposes to provide and as funded by the Combined Surplus and how this has informed either the Combined Affordable Housing Scheme or the proposed Combined Affordable Housing Reappraisal Payment (as appropriate).
- 4.4 The information provided in the Combined Affordable Housing Reappraisal shall be kept confidential by the LPA and shall not be disclosed to any third party save with the consent of the other parties to this Agreement or where the LPA is required to disclose the information as a matter of law provided that in the event the LPA is required to disclose such information to the public or some other third party and that information is not already in the public domain it will use reasonable endeavours to ensure that all figures sums and calculations set out are redacted to the extent that they represent commercially sensitive information unless the LPA is required to disclose the information as a matter of law.
- 4.5 Prior to the Combined Review Date, the LPA shall confirm in writing that either:-
- 4.5.1 it rejects (with reasons) the Combined Affordable Housing Reappraisal, the Combined Additional Affordable Housing Scheme and/or Combined Affordable Housing Reappraisal Payment Report ("**Combined Non-Acceptance Notice**"); or
  - 4.5.2 it Approves the Combined Affordable Housing Reappraisal and either the Combined Additional Affordable Housing Scheme or Combined Affordable Housing Reappraisal Payment Report ("**Combined Acceptance Notice**").
5. **REFERRAL TO THE EXPERT**
- 5.1 In the event that the LPA serves a Combined Non-Acceptance Notice or does not serve an Combined Acceptance Notice by the Combined Review Date, either Party shall be entitled to refer the matter to the Expert pursuant to Clause 11 of this Agreement.
6. **PROVISION OF ADDITIONAL AFFORDABLE HOUSING**
- 6.1 The Covenantor covenants that not more than 24 (twenty-four) of the Private Residential Units comprised within the 14ML Development shall be Occupied until:
- 6.1.1 the Combined Affordable Housing Reappraisal; and
  - 6.1.2 the Combined Additional Affordable Housing Scheme or the Combined Affordable Housing Reappraisal Payment Report
- have been Approved in writing by the LPA pursuant to paragraph 4 above or by the Expert pursuant to paragraph 5 above and Clause 11.

- 6.2 The Covenantor covenants that not more than 85% of the 14ML Private Residential Units shall be Occupied until one of the following occurs:-
- 6.2.1 in the event that the Combined Affordable Housing Reappraisal and an Combined Additional Affordable Housing Scheme are Approved by the LPA (or by the Expert pursuant to paragraph 5 above and Clause 11):-
- (a) the Combined Affordable Housing Reappraisal Units are Completed; and
  - (b) the Combined Affordable Housing Reappraisal Units have been transferred to an Affordable Housing Provider pursuant to an Affordable Housing Contract; or
- 6.2.2 in the event that the Combined Affordable Housing Reappraisal and a Combined Affordable Housing Reappraisal Payment Report are Approved by the LPA (or by the Expert pursuant to paragraph 5 above and Clause 11) the Combined Affordable Housing Reappraisal Payment has been paid to the LPA.
- 6.2.3 The Combined Affordable Housing Reappraisal is Approved by the LPA (or by the Expert pursuant to paragraph 5 above and Clause 12) which shows that no Combined Affordable Housing Reappraisal Units can be delivered and that no Combined Affordable Housing Reappraisal Payment can be made.
- 6.3 The provisions of Schedule 1A in relation to the W14 Affordable Housing Units shall apply to any Combined Affordable Housing Reappraisal Units.

## SCHEDULE 4

### EMPLOYMENT WORKSPACE

#### 1. DEFINITIONS

**"Affordable Workspace"**

means 450m<sup>2</sup> of the Workspace identified shaded purple on plan 3 at Appendix 3 or such other commercial floorspace within the W14 Development of equivalent size Approved by the LPA in respect of which rent is charged at not more than 65% of open market rent (exclusive of rates, service charge and utilities) for equivalent use for a period of not longer than 10 years

**"Base Specification"**

means fitted out to a specification standard that will allow for immediate Occupation including:-

- (a) secure entrance(s), heating, lighting, kitchenette(s) and WC facilities
- (b) a fully enclosed space or spaces with perimeter walls and consented windows, doors and shop fronts installed
- (c) floors power floated with minimum of 5kN/m<sup>2</sup> loading capacity
- (d) floor areas finished to appropriate standard
- (e) all soffits and structural columns exposed fair-faced polished concrete or plastered and pointed
- (f) all internal walls plastered and painted
- (g) exposed concrete walls, columns and soffits to have snots removed
- (h) all statutory services supplied to the accommodation, capped, tested and separately metered
- (i) all drainage installed and connected
- (j) conduits installed for suitable for incoming data cabling and required wayleaves completed and
- (k) compliant with all relevant accessibility regulations

**"Car Club Vehicle"**

means a vehicle for use solely in connection with the car club as provided for in further detail in Schedule 5A and Schedule 5B

**"Existing Local Businesses"**

means business tenants in occupation (including physical occupation and occupation pursuant to a lease or other agreement granting the tenant rights of occupation) of existing commercial floorspace within the W14 Land

<b>"Managed Workspace"</b>	means all of the Workspace except the Affordable Workspace
<b>"Relocation Strategy"</b>	means a written strategy setting out how the Applicant will use Reasonable Endeavours to relocate Existing Local Businesses by providing information on suitable alternative premises (including for the avoidance of doubt other workspace operated and managed by Workspace 14) within the Growth Boroughs at similar rates
<b>"Workspace Strategy"</b>	means the strategy approved by the LPA pursuant to paragraph 2.2 of this Schedule based on the Workspace Strategy Principles set out at Appendix 16
<b>"Workspace Strategy Principles"</b>	means the principles set out at Appendix 16

**2. DELIVERY OF WORKSPACE**

- 2.1 No part of the W14 Development shall be Occupied until the Workspace has been Completed and fully fitted out so that is available and ready for Occupation.
- 2.2 Prior to Occupation of any Workspace the Applicant shall submit the Workspace Strategy to the LPA and shall not Occupy any Workspace until the Workspace Strategy has been approved in writing by the LPA.
- 2.3 The Workspace shall be provided in accordance with the Workspace Strategy (as the same may be amended pursuant to paragraph 2.4.2).
- 2.4 The Applicant shall from First Occupation of the Workspace not less than once a year until the date on which all Workspace is Occupied:-
  - 2.4.1 review the effectiveness of the Workspace Strategy; and
  - 2.4.2 submit to the LPA for Approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.

**3. MANAGED WORKSPACE**

- 3.1 Workspace 14 shall use all Reasonable Endeavours to operate and manage the Managed Workspace itself.
- 3.2 Prior to Commencement of the W14 Development Workspace 14 shall notify the LPA in writing:-
  - 3.2.1 if it intends to operate and manage the Managed Workspace itself; or
  - 3.2.2 if it does not intend to operate and manage the Managed Workspace, in which case it must provide full reasons in writing and submit the same to the LPA at the same time as the notification.
- 3.3 The Managed Workspace shall be provided and operated in accordance with the Approved Workspace Strategy for the lifetime of the W14 Development unless as varied by agreement in writing with the LPA **SAVE FOR** the requirement to provide those facilities and services as set out in Part 3 of the Workspace Strategy Principles which shall only apply for the period during which Workspace 14 operate and manage the Managed Workspace.

**4. AFFORDABLE WORKSPACE**

- 4.1 The Affordable Workspace shall be fitted out to Base Specification and made available and marketed as Affordable Workspace and shall not be Occupied other than as Affordable Workspace for a continuous period of not less than 10 years from Occupation of the Affordable Workspace.

4.2 The Applicant shall submit annual reports to the LPA evidencing its compliance with the obligations in paragraph 4.1 relating to the provision of Affordable Workspace including details of the financial terms of any lease arrangements entered into and how the relevant rental levels were determined, such reports to be submitted annually until the expiry of the relevant minimum periods referred to therein.

5. **RELOCATION STRATEGY**

5.1 No Development on the W14 Land shall be Commenced until the Applicant has submitted and obtained the LPA's Approval to the Relocation Strategy.

5.2 The Applicant must comply with the Approved Relocation Strategy and use all Reasonable Endeavours to relocate Existing Local Businesses within the Growth Boroughs.

## SCHEDULE 5A

### CAR CLUB PARKING (W14 LAND)

#### 1. DEFINITIONS

"Car Club Basement Plan" means plan 4 attached at Appendix 4

#### 2. CAR CLUB PARKING BAYS

2.1 The Applicant shall use Reasonable Endeavours to procure at its own cost 2 car club parking spaces to be located on a road and which are proximate to the W14 Development the exact locations of which are to be agreed in writing with the LPA.

2.2 If the Applicant is unable to procure the two spaces in accordance with paragraph 2.1 then the Applicant must procure at its own cost 2 car club parking spaces in the basement location as shown on the Car Club Basement Plan.

2.3 The Applicant shall not Occupy the W14 Development unless and until:-

2.3.1 such car club parking spaces have been provided in accordance with either paragraph 2.1 or 2.2 and demarcated as "car club parking only";

2.3.2 the Applicant has submitted a report to the LPA outlining the steps the Applicant has taken to satisfy the obligation in paragraph 2.1 and if applicable giving reasons as to why such provision is not possible; and

2.3.3 the Applicant has procured a car club operator to provide 2 (two) car club vehicles in the car club parking spaces for a minimum period of 5 (five) years.

2.4 The Applicant shall:-

2.4.1 retain the parking spaces as car club parking only for a period of not less than 5 (five) years **PROVIDED THAT** if the parking spaces are provided in accordance with paragraph 2.1 and it is not possible to retain the same 2 (two) parking spaces for the car club for the duration of that period the Applicant shall secure alternative spaces for use as car club parking; and

2.4.2 if the car club operator ceases to exist or ceases to operate as a car club operator during the period specified in paragraph 2.4.1 secure an alternative car club operator so as to ensure compliance with paragraph 2.3.3.

2.5 The Applicant shall ensure that the car club will be available to both commercial and residential occupiers of the W14 Development.

2.6 The Applicant shall provide the first household to Occupy each Residential Unit on the W14 Land with free membership for a period of 1 year for the use of the car club referred to in paragraph 2.3.3 of this Schedule 5A.

## **SCHEDULE 5B**

### **CAR CLUB PARKING (14ML LAND)**

#### **1. CAR CLUB PARKING BAYS**

- 1.1 The 14ML Land Owner shall ensure that the car club will be available to residential occupiers of the 14ML Development.
- 1.2 The 14ML Land Owner shall provide the first household to Occupy each Residential Unit on the 14ML Land with free membership for a period of 1 year for the use of the car club referred to in paragraph 2.3.3 of Schedule 5A.

## SCHEDULE 6

### TFL CYCLE DOCKING STATIONS

#### 1. DEFINITIONS

"Cycle Docking Station Land" means the land as shown shaded green on plan 5 at Appendix 5

#### 2. TFL CYCLE DOCKING STATIONS

2.1 The Applicant shall reserve and (following a request made by either the London Legacy Development Corporation or TfL) shall make available at no cost to TfL the Cycle Docking Station Land for the provision of 27 (twenty seven) cycle docking stations to be provided in perpetuity (or such other period as may be required by TfL or the London Legacy Development Corporation).

2.2 The Applicant shall:-

2.2.1 make available and continue to make available the Cycle Docking Station Land; and

2.2.2 refrain from carrying out any development or works of construction (temporary or permanent) on the Cycle Docking Station Land **PROVIDED THAT** the Applicant shall be entitled to store plant, materials and/or other machinery on the Cycle Docking Station Land during the construction of the W14 Development, place hoardings, lay utilities, drainage and scaffolding until such time as a request is made by TfL or the London Legacy Development Corporation

for a period of not less than 5 (five) years from the date of Commencement of the W14 Development or longer if a request has been made requiring the Cycle Docking Station Land to be made available pursuant to paragraph 2.1.

2.3 The Applicant shall be released from the obligations in paragraph 2.2 if:-

2.3.1 no request has been made by TfL or the London Legacy Development Corporation pursuant to paragraph 2.1 within the 5 (five) year period; or

2.3.2 following a request made by TfL or the London Legacy Development Corporation pursuant to paragraph 2.1 the 27 (twenty seven) cycle docking stations have not been provided within 5 (five) years of the date of such request.

## SCHEDULE 7

### BRIDGE AND ROAD LINK

#### 1. DEFINITIONS

<b>"Applicant's Bridge and Road Link Works"</b>	means the abutment works associated with the Bridge and Road Link to be constructed on the Safeguarded Area as shown indicatively on plans 13.1 and 13.2 at Appendix 13 and to be completed to the level of the spot heights shown on plan 14 at Appendix 14
<b>"Bridge and Road Link"</b>	means a road and bridge link connection to connect the W14 Land to Stratford High Street as indicatively shown on plan 12 at Appendix 12
<b>"Bridge and Road Link Notice"</b>	means a written notice served by the Highway Authority or the LPA on the Applicant requesting that the Applicant make available the Safeguarded Area for the Bridge and Road Link which is to be accompanied by:-  (a) a specification for the Bridge and Road Link and  (b) a programme for implementation of the Bridge and Road Link
<b>"Building 3"</b>	means the Building identified as "Building 3" on plan 6 at Appendix 6
<b>"Landscape Works"</b>	means the landscape works to be constructed on the Safeguarded Area as part of the W14 Development as shown on plan 7.2 at Appendix 7
<b>"Safeguarded Area"</b>	means the area shaded orange on plan 7.1 at Appendix 7
<b>"W14 Commencement Date"</b>	means the date upon which the W14 Development is Commenced

#### 2. BRIDGE AND ROAD LINK

- 2.1 Unless otherwise agreed in writing with the LPA, no part of Building 3 shall be Occupied until the Applicant has carried out and completed:-
- 2.1.1 the Applicant's Bridge and Road Link Works to an adoptable standard and permitted the Highway Authority to inspect the same before they are covered up; and
  - 2.1.2 the Landscape Works.
- 2.2 The Applicant shall maintain the Applicant's Bridge and Road Link Works and the Landscape Works until the earlier of:-
- 2.2.1 such time as the LPA or the Highway Authority requests that the Safeguarded Area be made available by serving the Bridge and Road Link Notice and the Bridge and Road Link is dedicated and adopted pursuant to an agreement made under section 38 of the Highways Act 1980 (the "**Agreement**") **PROVIDED THAT** the requirement to maintain the Applicant's Bridge and Road Link Works and the Landscape Works shall not apply in the event that Agreement specifies that any maintenance is to be carried out by a third party; and
  - 2.2.2 the date which is 15 years from the W14 Commencement Date.

- 2.3 In the event that the Bridge and Road Link Notice has not been served within 15 years from the W14 Commencement Date the subsequent provisions in this Schedule 7 shall no longer be of any effect.
- 2.4 During the period of 15 years from the W14 Commencement Date the Applicant shall not carry out development or works of construction (temporary or permanent) on the Safeguarded Area **PROVIDED THAT** the Applicant shall be able to carry out the following on the Safeguarded Area:-
- 2.4.1 the Landscape Works;
  - 2.4.2 store plant, materials and/or other machinery on the Safeguarded Area during the construction of the W14 Development and for maintenance operations;
  - 2.4.3 place hoardings including those displaying advertisements and scaffolding;
  - 2.4.4 lay utilities, drainage and cabling under the Safeguarded Area if such laying of utilities, drainage or cabling would not interfere with the future construction and/or use of the Bridge and Road Link (subject to the prior approval of the LPA, such approval not to be unreasonably withheld or delayed); and
  - 2.4.5 the Applicant's Bridge and Road Link Works.
- 2.5 If following receipt of the Bridge and Road Link Notice the Applicant notifies the LPA in writing that it considers that amendments to the specification and/or delivery programme for the implementation of the Bridge and Road Link are necessary the LPA shall use reasonable endeavours to facilitate that the Highway Authority consults with the Applicant in order to try to incorporate such amendments to the proposed Bridge and Road Link and/or delivery programme.
- 2.6 Following receipt of a Bridge and Road Link Notice and if required to do so by the Highway Authority the Applicant shall enter into an agreement pursuant to section 38 of the Highways Act 1980 for the construction of the Bridge and Road Link and dedication of the Bridge and Road Link and the Applicant's Bridge and Road Link Works including (but not limited to) the following provisions:-
- 2.6.1 the Applicant shall allow the Highway Authority to access the Safeguarded Area for the purpose of constructing the Bridge and Road Link; and
  - 2.6.2 the Bridge and Road Link and the Applicant's Bridge and Road Link Works shall be dedicated as public highway which is maintainable at public expense.
- 2.7 Save in relation to the Applicant's Bridge and Road Link Works and Landscape Works (in respect of which paragraph 2.2 applies) the Applicant shall not be responsible for maintenance of the Bridge and Road Link prior to its adoption as public highway and shall not be required to pay any financial contribution towards the maintenance of the Bridge and Road Link or the Applicant's Bridge and Road Link Works once they have been adopted as public highway and are maintainable at public expense.
- 2.8 The Applicant shall be released from its obligations in paragraph 2.4 if:-
- 2.8.1 the Bridge and Road Link Notice has not been served by the date which is 15 years from the W14 Commencement Date; or
  - 2.8.2 the Bridge and Road Link Notice has been served but the Bridge and Road Link has not been delivered within 5 years of such notice.

## SCHEDULE 8A

### PUBLIC REALM AREA AND ACCESS ROUTE ON THE W14 LAND

#### 1. DEFINITIONS

- "Delivery Plan"** means a detailed plan for the provision and future management and maintenance of the W14 Public Realm Area and the W14 Access Route which must include:-
- (a) a timetable and programme for the delivery of the W14 Access Route and
  - (b) a timetable and programme for the delivery of the W14 Public Realm Area
- "Permitted Closures"** means temporary closure of any area of the W14 Public Realm Area or W14 Access Route (or part thereof) in the following circumstances:-
- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
  - (b) temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, or resurfacing works of the area of the W14 Public Realm Area in question
  - (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law and
  - (d) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained
- PROVIDED THAT** save in the case of an emergency the Applicant will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence
- "W14 Access Route"** means the public pedestrian and cycle access running from east to west across the W14 Land as shown by way of blue, turquoise and purple dots on plan 8 at Appendix 8 to be maintained in perpetuity
- "W14 Public Realm Area"** means areas of the public realm within the W14 Development shown shaded yellow on plan 10 at Appendix 10 which shall be maintained and shall be freely accessible to the general public at all times
- "W14 Marshgate Lane Design Works Contribution"** means the sum of £20,000 (twenty thousand pounds) Indexed to be paid to the LPA for the purposes of carrying out the raised table works on Marshgate Lane (as shown indicatively on plan 9 at Appendix 9)

2. **DELIVERY OF PUBLIC REALM AREA AND ACCESS ROUTE**

- 2.1 No W14 Development shall be Commenced until the Delivery Plan has been submitted to and approved in writing by the LPA.
- 2.2 The W14 Development shall be carried out and Occupied in accordance with the Approved Delivery Plan.

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

- 3.1 From the date of Completion of the W14 Public Realm Area (and each part thereof) the Applicant shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the W14 Public Realm Area at all times free of charge **SUBJECT TO:-**

3.1.1 Permitted Closures; and

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

- 3.2 Subject to paragraph 3.1 the Applicant shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed W14 Public Realm Area.

4. **PUBLIC ACCESS TO ACCESS ROUTE**

- 4.1 From the date of Completion of the W14 Access Route (and each part thereof) the Applicant shall permit the general public to have continuous use of the W14 Access Route at all times free of charge **SUBJECT TO:-**

4.1.1 Permitted Closures; and

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

- 4.2 Subject to paragraph 4.1 the Applicant shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access of the W14 Access Route.

5. **MANAGEMENT AND MAINTENANCE OF PUBLIC REALM AREA AND ACCESS ROUTE**

- 5.1 The Applicant shall manage and maintain the W14 Public Realm Area and the W14 Access Route for the life of the W14 Development in accordance with the Delivery Plan.

6. **MARSHGATE LANE DESIGN WORKS**

- 6.1 Prior to Occupation of the W14 Development the Applicant shall pay the W14 Marshgate Lane Design Works Contribution.

## SCHEDULE 8B

### PUBLIC REALM AND ACCESS ROUTE ON THE 14ML LAND

#### 1. DEFINITIONS

- "14ML Access Route"** means the public pedestrian and cycle access across the 14ML Land as shown by way of black dots as on plan 8 at Appendix 8 to be maintained in perpetuity
- "14ML Marshgate Lane Design Works Contribution"** means the sum of £5,000 (five thousand pounds) Indexed to be paid to the LPA for the purposes of carrying out the raised table works on Marshgate Lane (as shown indicatively on plan 9 at Appendix 9)
- "14ML Public Realm Area"** means areas of the public realm within the 14ML Development shown shaded green on plan 10 at Appendix 10 which shall be maintained and shall be freely accessible to the general public at all times
- "Delivery Plan"** means a detailed plan for the provision and future management and maintenance of the 14ML Public Realm Area and the 14ML Access Route which must include:-
- (a) a timetable and programme for the delivery of the 14ML Access Route and
  - (b) a timetable and programme for the delivery of the 14ML Public Realm Area
- "Permitted Closures"** means temporary closure of any area of the 14ML Public Realm Area or 14ML Access Route (or part thereof) in the following circumstances:-
- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
  - (b) temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, or resurfacing works of the area of the 14ML Public Realm Area in question
  - (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law and
  - (d) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

**PROVIDED THAT** save in the case of an emergency the 14ML Land Owner will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence

2. **DELIVERY OF PUBLIC REALM AREA AND ACCESS ROUTE**

- 2.1 No 14ML Development shall be Commenced until the Delivery Plan has been submitted to and approved in writing by the LPA.
- 2.2 The 14ML Development shall be carried out and Occupied in accordance with the Approved Delivery Plan.

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

- 3.1 From the date of Completion of the 14ML Public Realm Area (and each part thereof) the 14ML Land Owner shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the 14ML Public Realm Area at all times free of charge **SUBJECT TO:-**

3.1.1 Permitted Closures; and

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

- 3.2 Subject to paragraph 3.1 the 14ML Land Owner shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed 14ML Public Realm Area.

4. **PUBLIC ACCESS TO ACCESS ROUTE**

- 4.1 From the date of Completion of the Access Route (and each part thereof) the 14ML Land Owner shall permit the general public to have continuous use of the Access Route at all times free of charge **SUBJECT TO:-**

4.1.1 Permitted Closures; and

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

- 4.2 Subject to paragraph 4.1 the 14ML Land Owner shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access of the 14ML Access Route.

5. **MANAGEMENT AND MAINTENANCE OF PUBLIC REALM AREA AND ACCESS ROUTE**

- 5.1 The 14ML Land Owner shall manage and maintain the 14ML Public Realm Area and the 14ML Access Route for the life of the 14ML Development in accordance with the Delivery Plan.

6. **MARSHGATE LANE DESIGN WORKS**

- 6.1 Prior to the Occupation of the 14ML Development the 14ML Land Owner shall pay the 14ML Marshgate Lane Design Works Contribution.

## SCHEDULE 9A

### WATERWAYS (W14 LAND)

#### 1. DEFINITIONS

- "Updated W14 Waterway Survey"** means an updated survey:-
- (a) identifying how any defects identified in the Approved W14 Waterway Survey have been remedied and
  - (b) confirming that no further remediation work is required
- "W14 Initial Survey"** means the report prepared by Furness Partnerships entitled "Visual Survey of Bow Back River Wall" (August 2014) submitted as part of the Application
- "W14 Waterway Section"** means the relevant section of the Waterway (as shown indicatively by way of blue dots on plan 11 at Appendix 11)
- "W14 Waterway Survey"** means a survey carried out by a suitably qualified and experienced civil engineer on behalf of the Applicant the purpose of which is to:-
- (a) ascertain the repair status and condition of the W14 Waterway Section including the wall
  - (b) identify any works required to remedy any defects to the W14 Waterway Section including the wall (including not limited to works to address public safety issues)
  - (c) provide details of the proposed materials to be used in undertaking any works identified pursuant to (b) above

#### 2. WATERWAY SURVEY

- 2.1 No Development shall be Commenced on the W14 Land until the Applicant has carried out, submitted and obtained the LPA's Approval (in consultation with CRT) to the W14 Waterway Survey.
- 2.2 The W14 Waterway Survey shall have regard to the results of the W14 Initial Survey.
- 2.3 No part of the W14 Development shall be Occupied until the Applicant has:-
- 2.3.1 carried out and completed any works required to remedy any defect which may affect public safety as identified in the Approved W14 Waterway Survey; and
  - 2.3.2 submitted and secured the LPA's Approval (in consultation with CRT) to an Updated W14 Waterway Survey.

3. **TRANSPORTATION OF CONSTRUCTION AND WASTE MATERIALS**

3.1 The Applicant shall use all Reasonable Endeavours to use the Waterway for:-

- 3.1.1 the transportation of construction waste away from the W14 Land arising as a result of the W14 Development; and
- 3.1.2 the transportation of construction materials to the W14 Land required for the construction of the W14 Development.

## SCHEDULE 9B

### WATERWAYS (14ML LAND)

#### 1. DEFINITIONS

- "14ML Initial Survey"** means the report prepared by Furness Partnerships entitled "Visual Survey of Bow Back River Wall" (August 2014) submitted as part of the Application
- "14ML Waterway Section"** means the relevant section of the Waterway (as shown indicatively by way of black dots on plan 11 at Appendix 11)
- "14ML Waterway Survey"** means a survey carried out by a suitably qualified and experienced civil engineer on behalf of the 14ML Land Owner the purpose of which is to:-
- (a) ascertain the repair status and condition of the 14ML Waterway Section including the wall
  - (b) identify any works required to remedy any defects to the 14ML Waterway Section including the wall (including not limited to works to address public safety issues)
  - (c) provide details of the proposed materials to be used in undertaking any works identified pursuant to (b) above
- "Updated 14ML Waterway Survey"** means an updated survey:-
- (a) identifying how any defects identified in the Approved 14ML Waterway Survey have been remedied and
  - (b) confirming that no further remediation work is required

#### 2. WATERWAY SURVEY

- 2.1 No Development shall be Commenced on the 14ML Land until the 14ML Land Owner has carried out, submitted and obtained the LPA's Approval (in consultation with CRT) to the 14ML Waterway Survey.
- 2.2 The 14ML Waterway Survey shall have regard to the results of the 14ML Initial Survey.
- 2.3 No part of the 14ML Development shall be Occupied until the 14ML Land Owner has:-
- 2.3.1 carried out and completed any works required to remedy any defect which may affect public safety as identified in the Approved 14ML Waterway Survey; and
  - 2.3.2 submitted and secured the LPA's Approval (in consultation with CRT) to an Updated 14ML Waterway Survey.

3. **TRANSPORTATION OF CONSTRUCTION AND WASTE MATERIALS**

3.1 The 14ML Land Owner shall use all Reasonable Endeavours to use the Waterway for:-

- 3.1.1 the transportation of construction waste away from the 14ML Land arising as a result of the 14ML Development; and
- 3.1.2 the transportation of construction materials to the 14ML Land required for the construction of the 14ML Development.

## **SCHEDULE 10**

### **SUSTAINABLE TRANSPORT**

#### **1. RESTRICTION ON ON-STREET PARKING PERMITS**

- 1.1 No owner or occupier of the W14 Development or any part thereof shall apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the life of the W14 Development unless otherwise agreed by the LPA unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970.
- 1.2 The Applicant shall not to dispose of to any person or Occupy or allow any person to Occupy any of the Residential Units on the W14 Land unless a notice has been served on such person that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area.

#### **2. ELECTRIC CHARGING POINT PROVISION**

The Applicant shall ensure that not less than 20% of the residential parking spaces comprised in the W14 Development have electric charging point provision.

## SCHEDULE 11

### EMPLOYMENT AND TRAINING

#### 1. DEFINITIONS

**"Legacy Communities Scheme Careers Programme Group"**

means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London

**"Local Labour and Business Schemes"**

means the following schemes:-

- (a) in the LPA's administrative area - the "Legacy Communities Scheme Careers Programme Group"
- (b) in the London Borough of Hackney – the scheme known as "On-Site"
- (c) in the London Borough of Newham – the scheme known as "Workplace"
- (d) in the London Borough of Tower Hamlets – the scheme known as "Skillsmatch" and
- (e) in the London Borough of Waltham Forest – the scheme known as "Work Net"

**"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

#### 2. LOCAL LABOUR AND LOCAL BUSINESS

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

- 2.1.1 all job vacancies arising from the W14 Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs' Areas;
- 2.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the W14 Development;
- 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the W14 Development;
- 2.1.4 the recruitment of persons living in the Growth Boroughs' Area accounts for a total of between 25% and 85% of the end-use jobs at the W14 Development;
- 2.1.5 all employees employed at the W14 Development in construction jobs are paid the London Living Wage;
- 2.1.6 the London Living Wage is promoted for all end use jobs at the W14 Development; and

2.1.7 work-based learning opportunities are provided at the W14 Development, including not less than:-

- (a) 1 construction phase apprenticeship opportunity; and
- (b) 1 end-use apprenticeship opportunity

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

2.2 To the extent that it is reasonably practicable to do so and the Applicant is not prevented from doing so by any rule of law whether domestic or international, the Applicant shall:-

2.2.1 use Reasonable Endeavours to ensure that businesses located in the Growth Boroughs' Area benefit directly from the commercial opportunities arising from the W14 Development;

2.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the W14 Development are supplied by businesses located within the Growth Boroughs' Area; and

2.2.3 provide local agencies with early information relating to availability of vacant space within the W14 Development.

## SCHEDULE 12

### TRAVEL PLAN

#### 1. DEFINITIONS

<b>"Modal Split Targets"</b>	means the modal split targets identified in the Approved Travel Plan
<b>"Monitoring Period"</b>	means six months after first Occupation of the W14 Development until five years after first Occupation of the final Building in the W14 Development to be Completed
<b>"Sustainable Transport Measures"</b>	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) <b>PROVIDED THAT</b> such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
<b>"Travel Plan"</b>	means the travel plan to be submitted to the LPA for Approval pursuant to paragraph 2 of this Schedule
<b>"Travel Plan Monitoring"</b>	means monitoring of the Approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:-  (a) carrying out representative surveys of the modal split of visitors to the W14 Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;  (b) monitoring of the usage of the car parking which is available for use in the W14 Development and  (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the W14 Development
<b>"Travel Plan Monitoring Officer"</b>	means a person appointed by the Applicant to monitor and promote the success in meeting the targets set out in the Travel Plan
<b>"Travel Plan Monitoring Report"</b>	a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:-  (a) details of trip generation rates  (b) details of mode share and change in mode share over time  (c) details of how effectively the Travel Plan has operated within the previous period  (d) any data and information necessary for the purposes of determining whether or not the Modal

Split Targets have been achieved and

- (e) (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

**"Travel Plan Review Period"**

means initially the period of six months commencing on first Occupation of a Residential Unit in the W14 Development and thereafter annually on a rolling basis

**2. TRAVEL PLAN**

2.1 No later than 6 months prior to Occupation of the W14 Development, the Applicant shall:-

- 2.1.1 submit a Travel Plan to the LPA and secure the LPA's Approval to the same; and
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer

and the W14 Development shall not be Occupied until the matters in paragraphs 2.1.1 and 2.1.2 have been satisfied.

2.2 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the 2018 Planning Permission.

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

- 2.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 2.3.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 2.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRIBUTE';
- 2.3.5 contain measures aimed at:-
  - (a) positively influencing the travel behaviour of residents, employees and other users of the W14 Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
  - (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
  - (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the W14 Development.

2.3.6 include a parking review plan which sets out:-

- (a) a strategy for periodic review of the parking spaces; and
- (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 x space is provided for each employee who is a disabled motorist in line with London Plan policy.

2.3.7 include a car parking management plan which sets out:-

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

2.4 The Applicant shall implement the Approved Travel Plan during the life of the W14 Development and shall unless otherwise agreed in writing with the LPA include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.

2.5 No Development on the W14 Land shall be Occupied other than in accordance with the Approved Travel Plan and any amendments thereto.

### 3. TRAVEL PLAN MONITORING

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

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

3.3 Prior to the submission of a report referred to in paragraph 3.2 the Applicant shall agree the structure of that report with the LPA.

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

### 4. MODAL SPLIT TARGETS

4.1 If any Travel Plan Monitoring Report shows that any of the Modal Split Targets in the Travel Plan have not been achieved the Applicant shall in a further report (the "Further Report") identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

4.2 The Applicant shall implement the Sustainable Transport Measures that are set out in any Further Report in accordance with the timetable set out therein as Approved by the LPA.

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

## SCHEDULE 13

### SUSTAINABILITY

#### 1. DEFINITIONS

- "District Energy Network"** means the Olympic Park district energy network
- "CHP Plant"** means the CHP plant authorised as part of the Development
- "Energy Statement Target"** means the target set out in the energy statement submitted in support of the Planning Application dated September 2015 for the Development to achieve a 35% reduction in regulated carbon emissions compared with the requirements of the Building Regulations 2010 as identified in Approved Documents L1A and L2A (2013 editions)
- "Price Per Carbon Tonne"** means £60 (Indexed) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions.

#### 2. DISTRICT HEATING NETWORK

##### 2.1 The Applicant shall:-

- 2.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the W14 Land and thereafter connect all Buildings on the W14 Land to the District Energy Network; and
- 2.1.2 provide a written report to the LPA prior to the Commencement of W14 Development on the W14 Land outlining the steps the Applicant has taken to satisfy the obligation in paragraph 2.1.1 above and the progress made towards securing the extension and connection.

2.2 If the report submitted pursuant to paragraph 2.1.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings on the W14 Land to the District Energy Network the Applicant shall connect all such Buildings to the CHP Plant, and the Applicant shall not Occupy any such Building unless and until that Building is connected to the CHP Plant.

2.3 No Development shall be Commenced on the W14 Land until a report has been submitted to and Approved by the LPA confirming whether and, if so, how the Applicant will achieve the Energy Statement Target and, if not, the amount of any shortfall in meeting the target.

2.4 Where the Approved report pursuant to paragraph 2.3 identifies that the Energy Statement Target will not be achieved:-

- 2.4.1 no Development shall be Commenced on the W14 Land until the Applicant has agreed the terms of and entered into a binding obligation with the LPA pursuant to which it agrees to pay a financial contribution to the LPA towards identified offset solutions, such contribution having been calculated by reference to the amount of the shortfall in meeting the Energy Statement Target (expressed in tonnes of co2) x Price Per Carbon Tonne x 30 years; and
- 2.4.2 no Building on the W14 Land shall be Occupied unless and until the obligation referred to in paragraph 2.4.1 has been satisfied by the Applicant.

3. **REDUCTION OF ENERGY DEMAND**

3.1 The Applicant shall use Reasonable Endeavours to encourage Occupiers of the W14 Development to reduce their energy usage which shall include (without limitation):-

- 3.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
- 3.1.2 the promotion of the use of energy efficient appliances; and
- 3.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the W14 Development (or any part thereof).

## SCHEDULE 14

### DESIGN MONITORING

#### 1. DEFINITIONS

"Approved Drawings"	means the drawings prepared by the Architect to be approved by the 2018 Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
"Architect"	means Squire and Partners or such replacement architect as approved pursuant to paragraph 5.1 of this Schedule
"Design Monitoring Costs"	means the monies paid in accordance with paragraph 3.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the W14 Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
"Permitted Reason"	means where the Architect has ceased trading or has merged with or been taken over by another practice
"S96A Amendment"	means a non-material amendment to the 2018 Planning Permission approved pursuant to section 96A of the 1990 Act
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act
"W14 Development"	means for the purposes of this Schedule only the development of the W14 Land and all other operations and/or works authorised by the 2018 Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission

#### 2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Applicant specifying the design team involved in the preparation of those details (the "**Design Team Statement**");-
- 2.1.1 an application pursuant to Conditions 27, 28, 29, 30, 31, and 37 of the 2018 Planning Permission;
  - 2.1.2 an application for a S96A Amendment;
  - 2.1.3 an application for a S73 Permission.
- 2.2 The Applicant shall also submit a statement to the LPA specifying the design team retained in connection with the W14 Development upon Commencement of the W14 Development and every 6 (six) months during the construction of the W14 Development until its Completion.

### 3. DESIGN MONITORING COSTS

3.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the W14 Development (including but not limited to the making of the applications referred to in paragraph 2.1 above and overseeing the construction of the W14 Development) the Applicant shall within 10 Working Days:-

3.1.1 notify the LPA of such non-retention; and

3.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:-

- (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
- (b) the LPA may make more than one demand for payment of Design Monitoring Costs; and
- (c) when the LPA notifies the Applicant of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent

**PROVIDED THAT** the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (fifty thousand pounds) (Indexed).

### 4. RESTRICTION ON DEVELOPMENT

4.1 The W14 Development shall not Commence until the Applicant has either:-

4.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the W14 Development in accordance with the Approved Drawings; or

4.1.2 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the W14 Development.

4.2 None of the W14 Development on the W14 Land shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 3.1.2.

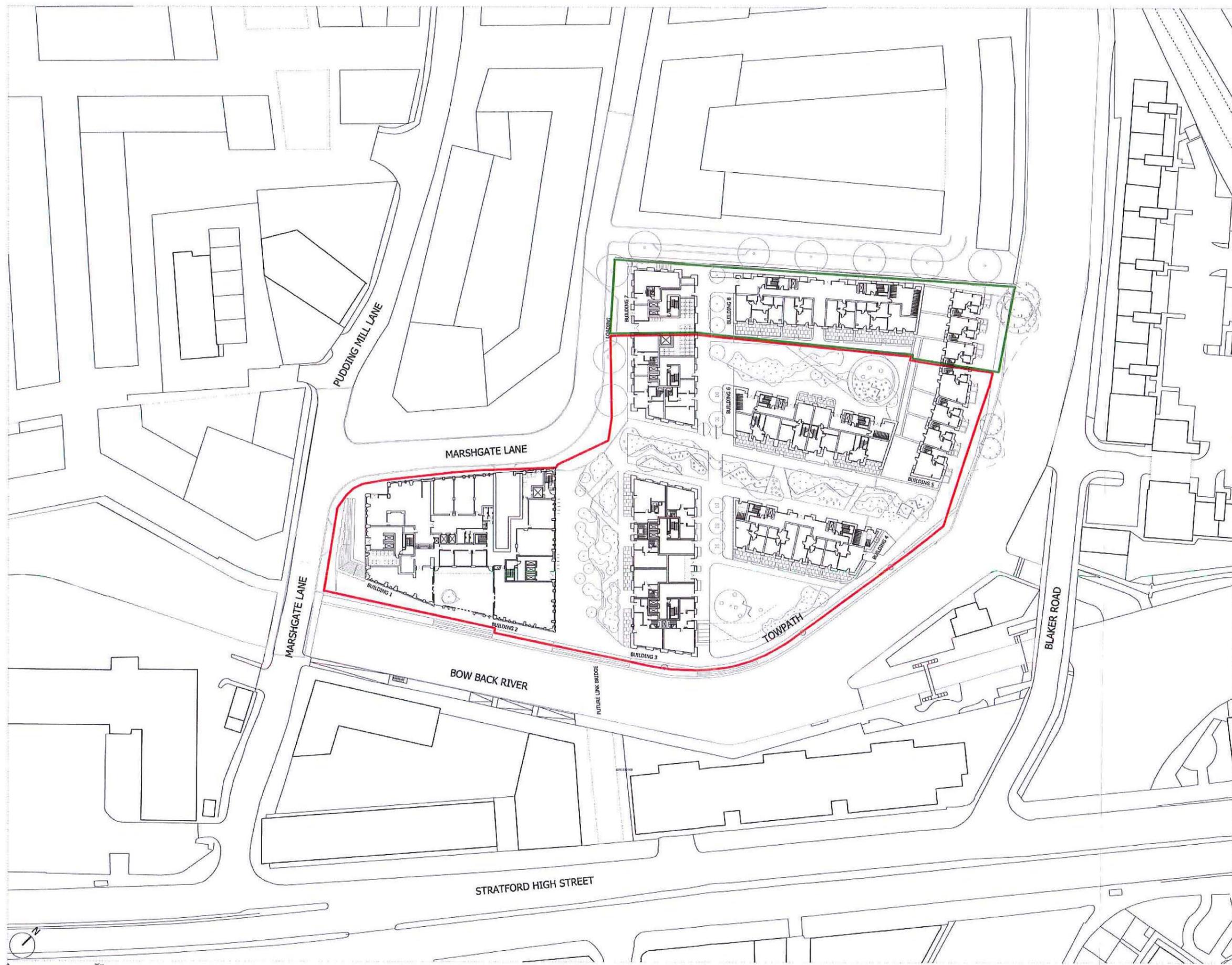
### 5. NON RETENTION OF THE ARCHITECT FOR A PERMITTED REASON

5.1 If the Architect is not retained for a Permitted Reason the Applicant shall submit the details of its proposed replacement architect to the LPA for Approval (such approval not to be unreasonably withheld or delayed).



**APPENDIX 1**

**PLAN 1 - PLAN SHOWING W14 LAND AND 14ML LAND**



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W14 Land



14ML Land



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Revision description	Date	Check	Rev
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**SQUIRE & PARTNERS**

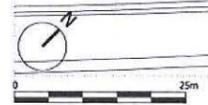
77 Wicklow Street London WC1X 9JY  
 T: 020 7278 5555 F: 020 7239 0495

info@squireandpartners.com  
 www.squireandpartners.com

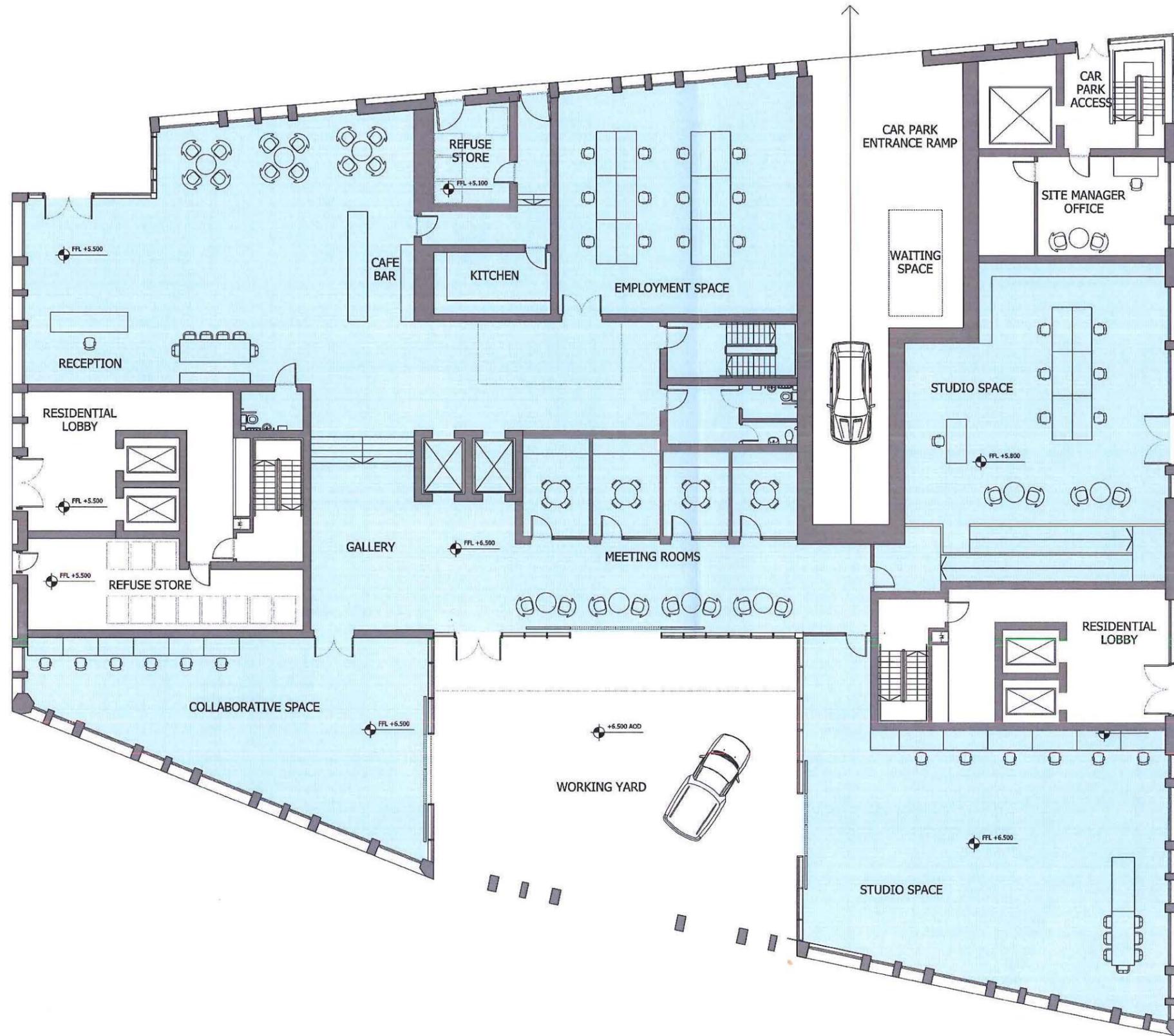
Project  
 Marshgate, Stratford,  
 London, E2.

Drawing  
 Land Ownership Plan

Drawn	Date	Scale
RKL	07/02/17	1: 500/A1 1: 1000/A3
Job number	Drawing number	Revision
13007	C420_P_00_010	-

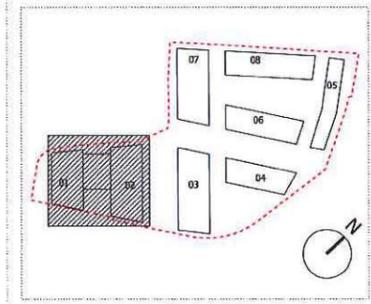


**APPENDIX 2**  
**PLANS 2.1, 2.2 AND 2.3 – WORKSPACE**



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KEY PLAN

Workspace (indicative layout)

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CSP

Revision description	Date	Check	Rev

**SQUIRE & PARTNERS**

77 Wicklow Street London WC1X 9JY  
T: 020 7278 5555 F: 020 7239 0495

info@squireandpartners.com  
www.squireandpartners.com

Project  
Marshgate, Stratford,  
London, E2.

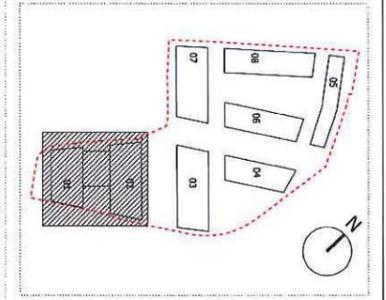
Drawing  
Plan 2.1 - Workspace Plan  
Proposed Ground Floor Plan

Drawn	Date	Scale
RKL	29/07/2016	1: 100 @ A1 1: 200 @ A3
Job number	Drawing number	Revision
13007	C420_B1-2_P_00_002	-



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KEY PLAN

Workspace (indicative layout)



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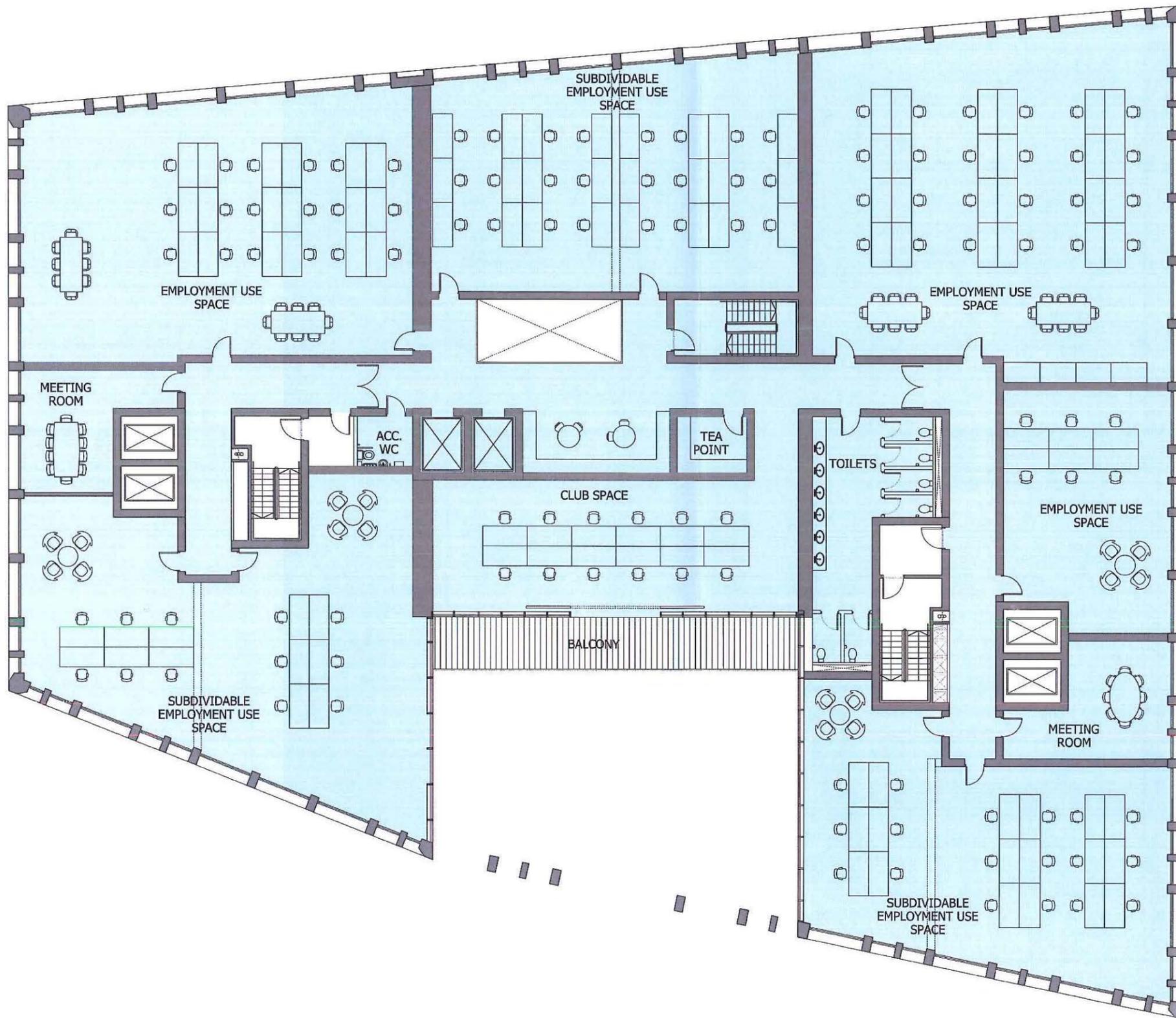
Revision description	Date	Check	Rev

**SQUIRE & PARTNERS**  
 77 Wicklow Street London WC1X 9JY  
 T: 020 7278 5555 F: 020 7239 0495  
 info@squireandpartners.com  
 www.squireandpartners.com

Project  
 Marshgate, Stratford,  
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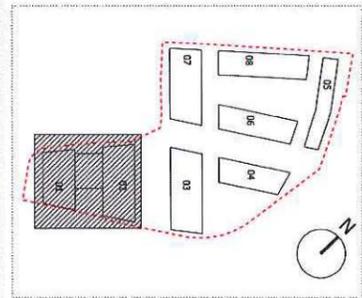
Drawing  
 Plan 2.2 - Workspace Plan  
 Proposed First Floor Plan

Drawn	Date	Scale
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Job number	Drawing number	Revision
13007	C420_B1-2_P_01_002	-



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KEY PLAN

Workspace (indicative layout)



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 [Signature]  
 [Initials] CSP

Revision description	Date	Check	Rev

**SQUIRE & PARTNERS**

77 Wicklow Street London WC1X 9JY  
 T: 020 7278 5565 F: 020 7239 0495

info@squireandpartners.com  
 www.squireandpartners.com

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 Marshgate, Stratford,  
 London, E2.

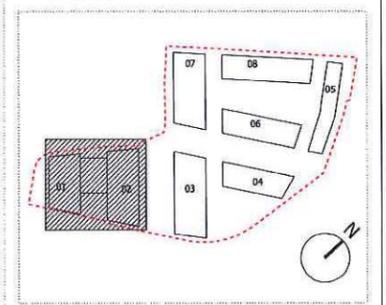
Drawing  
 Plan 2.3 - Workspace Plan  
 Proposed Second Floor Plan

Drawn	Date	Scale
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Job number	Drawing number	Revision
13007	C420_B1-2_P_02_002	-

**APPENDIX 3**

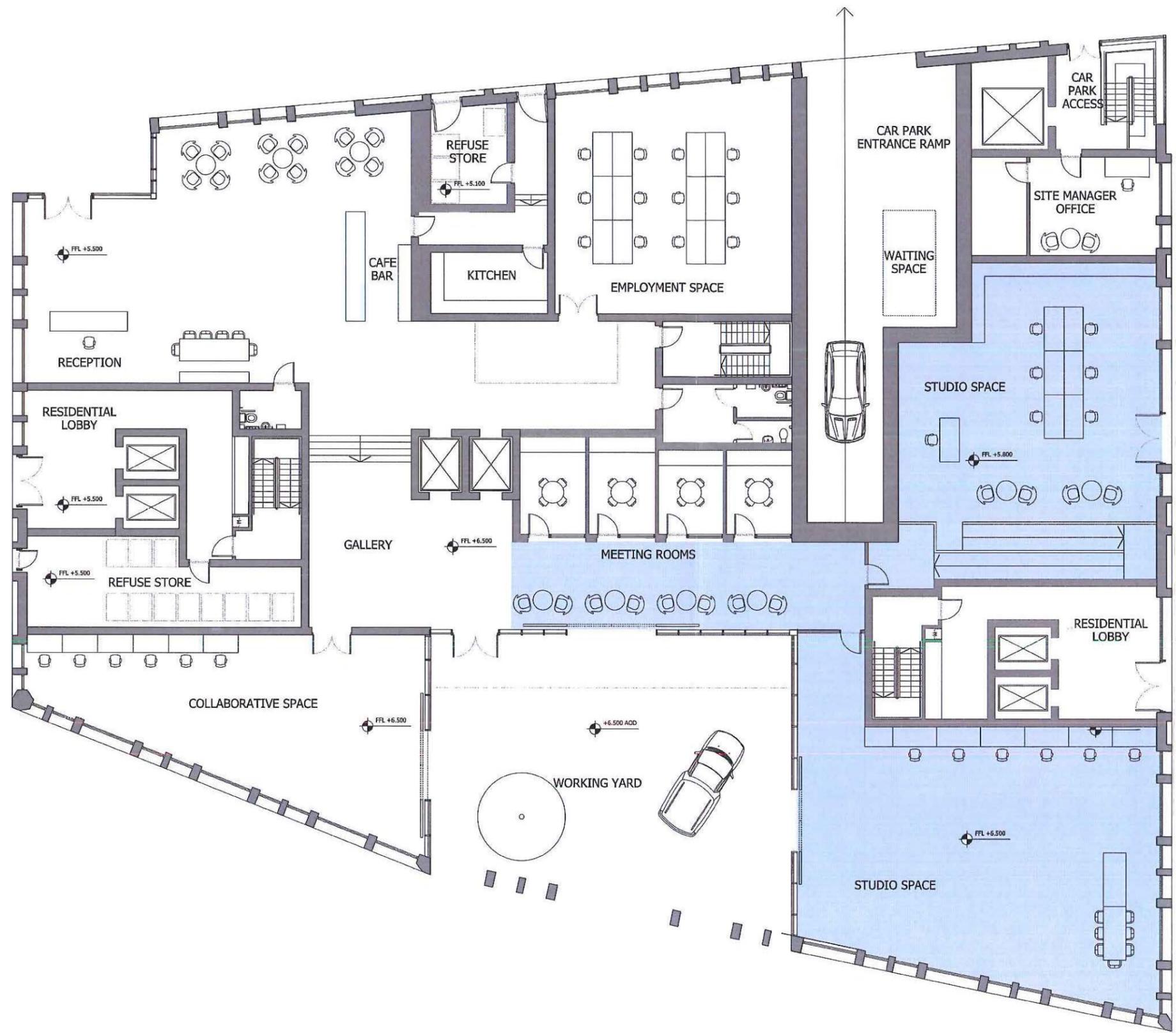
**PLAN 3 - AFFORDABLE WORKSPACE**

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KEY PLAN

Affordable Workspace  
 (indicative layout)



*Handwritten initials and signature: CO, AS, CSP*

Revision description	Date	Check	Rev
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info@squireandpartners.com  
 www.squireandpartners.com

Project  
 Marshgate, Stratford,  
 London, E2.

Drawing  
 Plan 3 - Affordable Workspace Plan  
 Proposed Ground Floor Plan

Drawn	Date	Scale
RKL	29/07/2016	1: 100@A1 1: 200@A3
Job number	Drawing number	Revision
13007	C420_B1-2_P_00_003	-



**APPENDIX 4**

**PLAN 4 - CAR CLUB SPACES IN BASEMENT**

NOTES:  
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**PARKING AND CYCLE SPACES**

**CAR PARKING**  
 TOTAL INC. DISABLED PROVISION: 69  
 (RESIDENTIAL SPACES: 67  
 OFFICE SPACES: 2)

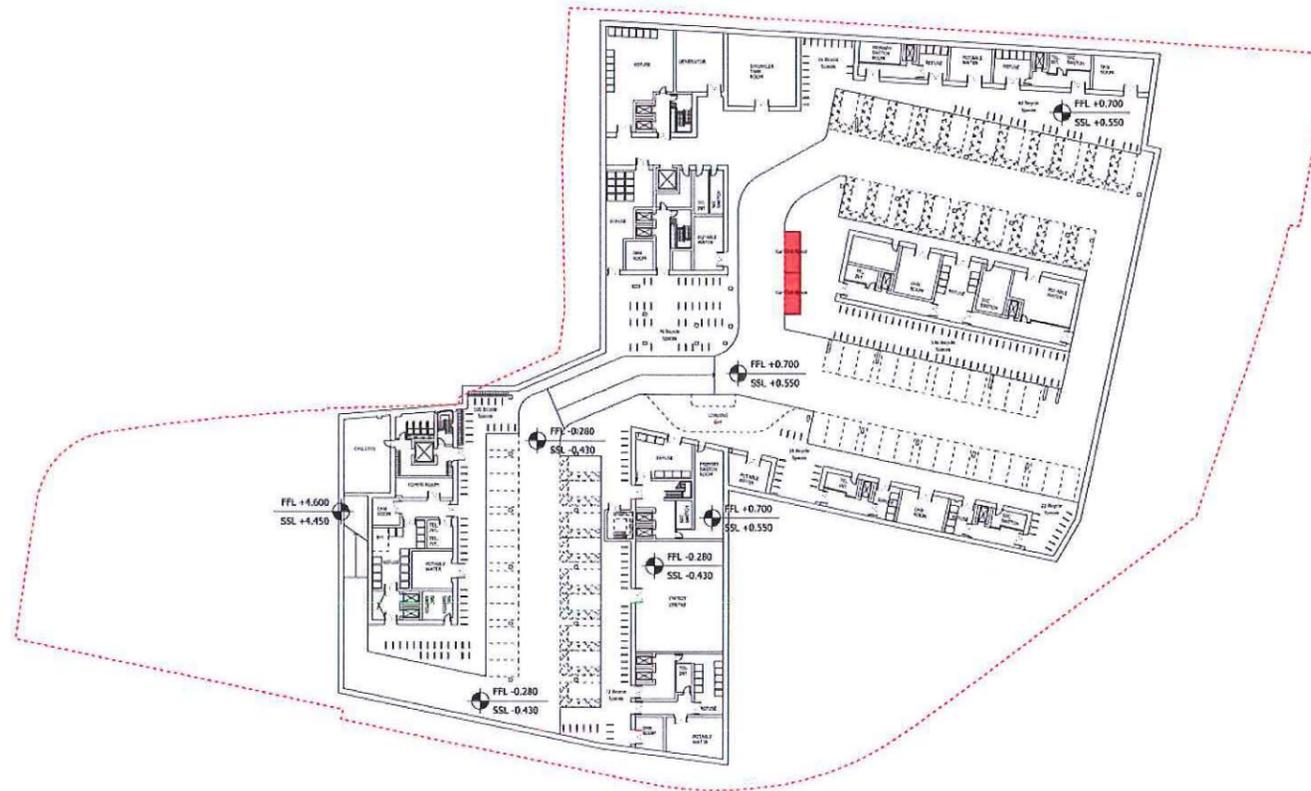
**DISABLED PROVISION**  
 (APPROX. 10% OF UNITS + 2 SPACES FOR OFFICE USE)  
 TOTAL: 29

**CAR CLUB PROVISION**  
 TOTAL: 2

**CYCLE SPACES**  
 TOTAL: 598

BASEMENT LEVEL: 512  
 GROUND LEVEL: 68 + 18 SHORT STAY

 Revised car club position on W14 land



*Handwritten initials:*  
 CQ  
 CSP

Revision description	Date	Check	Rev
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Project  
 Marshgate, Stratford,  
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Drawing  
**Plan 4 - Car Club Basement Plan**  
 Basement Plan

Drawn	Date	Scale
RKL	29/07/2016	1:500@A1 1:150@A3
Job number	Drawing number	Revision
13007	C420_P_B1_001	-

**APPENDIX 5**  
**PLAN 5 - CYCLE DOCKING STATION LAND**



NOTES:  
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 Safeguarded space for cycle hire docking station

CC

*ASB* C3P

Revision description	Date	Check	Rev
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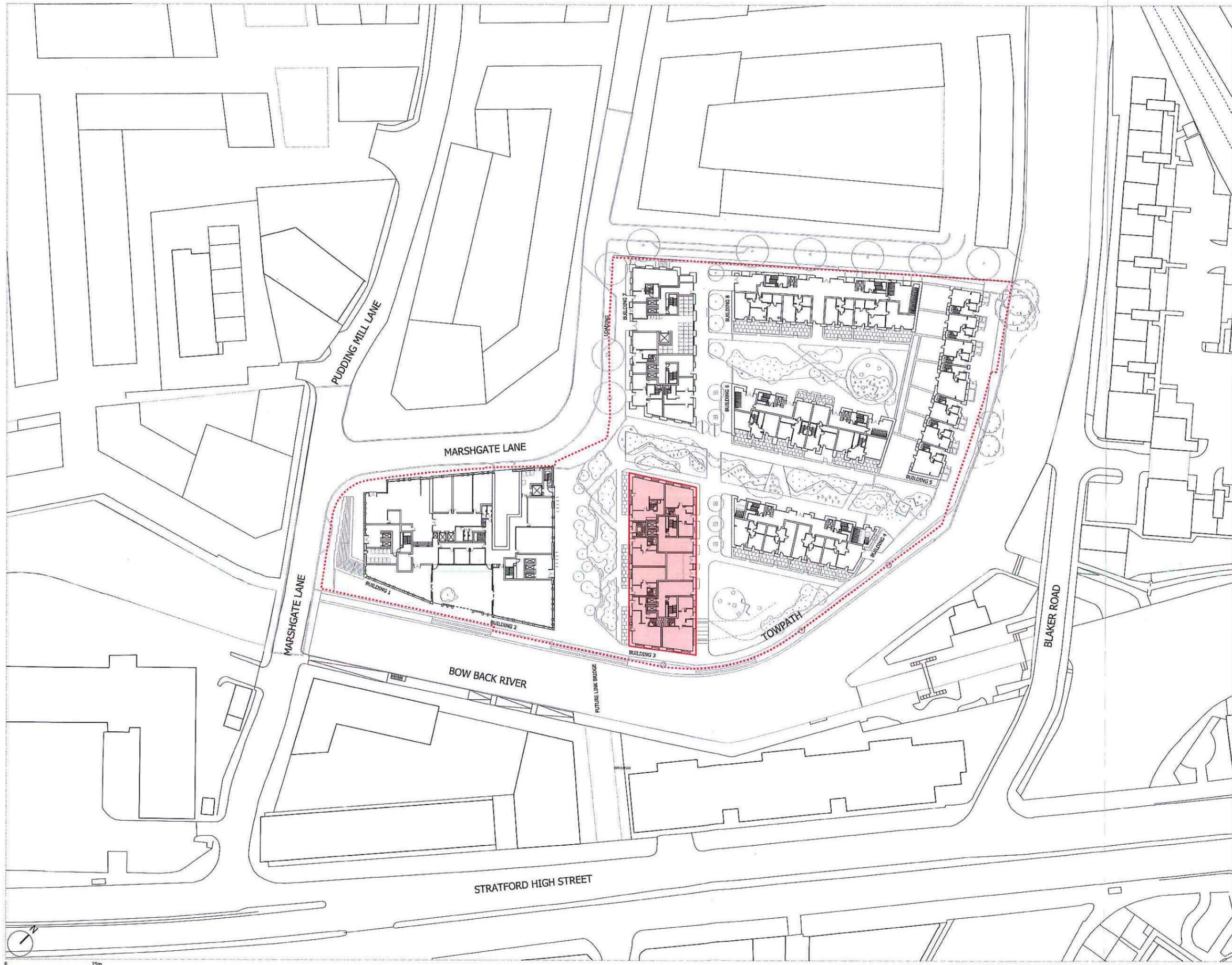
Project  
 Marshgate, Stratford,  
 London, E2.

Drawing  
 Plan 5-Cycle Docking Land Plan  
 Ground Floor Level

Drawn	Date	Scale
RKL	02/08/2016	1:200 (A1)
Job number	Drawing number	Revision
13007	C420_P_00_008	-

**APPENDIX 6**

**PLAN 6 - BUILDING 3 LOCATION**



NOTES:  
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Building 3

*CQ.*  
*AB CSP*

Revision description	Date	Check	Rev
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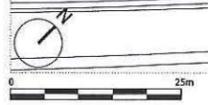
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Project  
 Marshgate, Stratford,  
 London, E2.

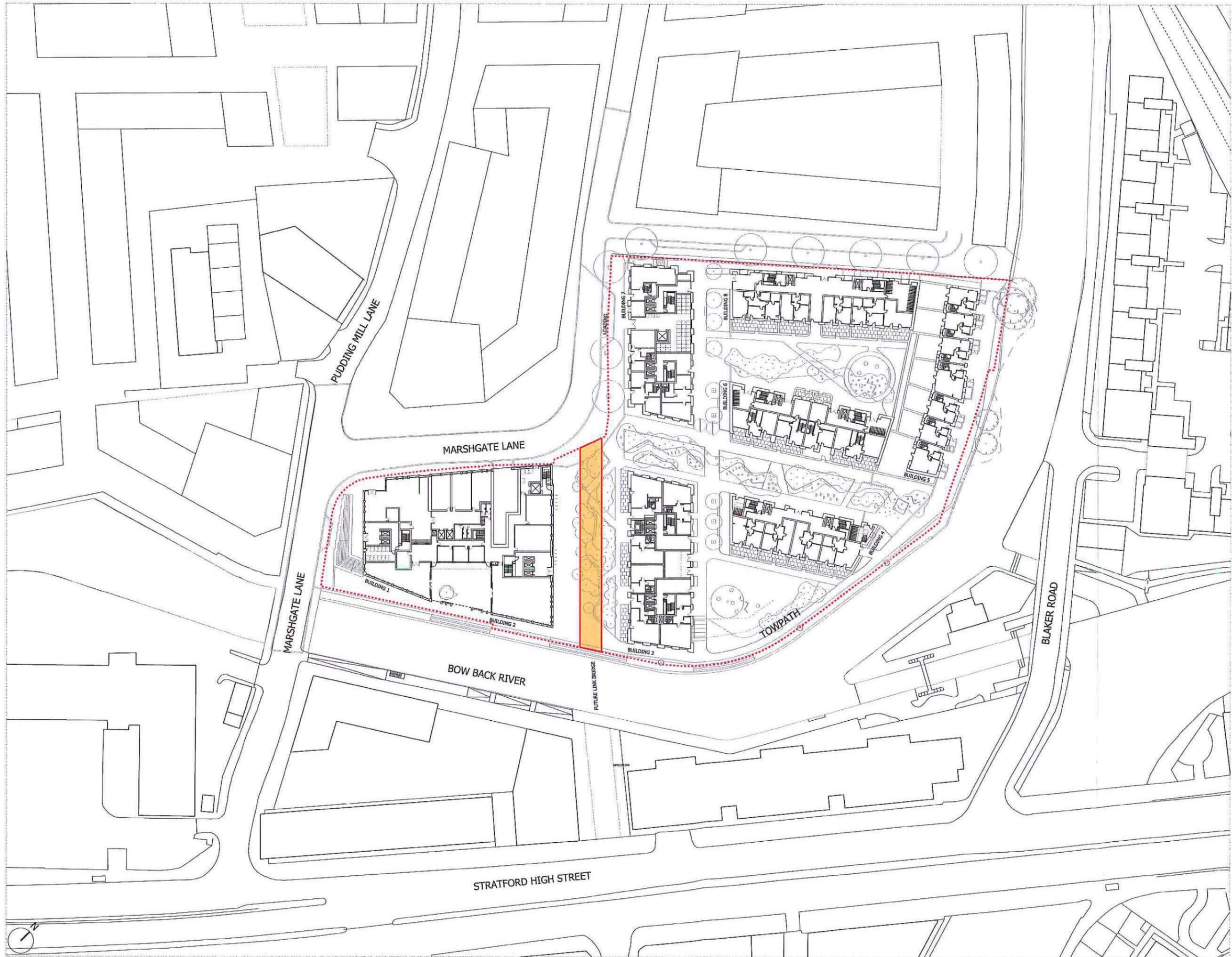
Drawing  
 Plan 6 - Building 3 Location Plan  
 Ground Floor Level

Drawn	Date	Scale
RKL	29/07/2016	1: 500 @ A1 1: 1000 @ A3
Job number	Drawing number	Revision
13007	C420_P_00_002	-



**APPENDIX 7**

**PLAN 7.1 - SAFEGUARDED AREA AND PLAN 7.2 - LANDSCAPE WORKS**



NOTES:  
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 Safeguarded area

*Handwritten initials and notes:*  
 C3P  
 Plan 7-1

Revision description	Date	Check	Rev
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Project  
 Marshgate, Stratford,  
 London, E2.

Drawing  
 Plan 7 - Safeguarded Area Plan  
 Ground Floor Level

Drawn	Date	Scale
RKL	29/07/2016	1:500@A1 1:100@A3
Job number	Drawing number	Revision
13007	C420_P_00_003	-



**LEGEND - HARD LANDSCAPE**

- Tarmacadam to engineer's detail
- Permeable clay pavers, colour russet/ochre, herringbone bond, 200 x 65 x 85mm or similar approved
- Yorkstone pavers, colour buff with some veining, stretcher course, 300 x random lengths min. 300, max. 600 x 60mm or similar approved
- Granite cobbles, mix of greys, stretcher course, 150mm wide x random lengths 200-400mm or similar approved
- Bespoke granite cut paving.
- Semi planted cobble granite setts
- Permeable silver grey granite cobble, sawn finish, 100x100 x100mm or similar approved
- Concrete textured paving slab, colour Natural, 600x600x50mm or similar approved
- Woodchip play bark surface
- Permeable resin bound gravel surfacing, colour grey-buff or similar approved
- Astro-turf, colour green or similar approved
- Wet pour rubber play surface, colour various.
- Metal gate. Details TBC
- Stainless steel 'Sheffield' type cycle stands
- Bench/seating cube. Detail TBC
- Potential location of House Sparrow terrace
- Potential location of Sand Martin artificial nest box

**PLANT SCHEDULE**

TREE PLANTING SPECIES	COMMON NAME	GIRTH(CM)/NOTES
Be ja	Betula utilis 'Jacquemontii'	Himalayan Birch Even mix of multi-stem, 400-500cm high, RB, UG 4tr, clear stem to min 1.5m and 30-35cm girth, RB, UG 5tr, clear stem to min 2.2m
Ca be	Carpinus betulus 'Fastigiata'	Fastigiata Hornbeam 30-35cm girth, RB, UG 6tr, clear stem to min 2.2m
Pl hi	Platanus x hispanica	London Plane 45-50cm girth, RB, UG 5tr, clear stem to min 2.2m
Qu pa	Quercus palustris	Pine Oak 50-60cm girth, RB, UG 6tr, clear stem to min 2.2m
Ac pa	Acer palmatum	Coral Bark Maple 80-90cm girth, RB, UG 6tr, clear stem to min 2.2m

**HEDGE PLANTING**

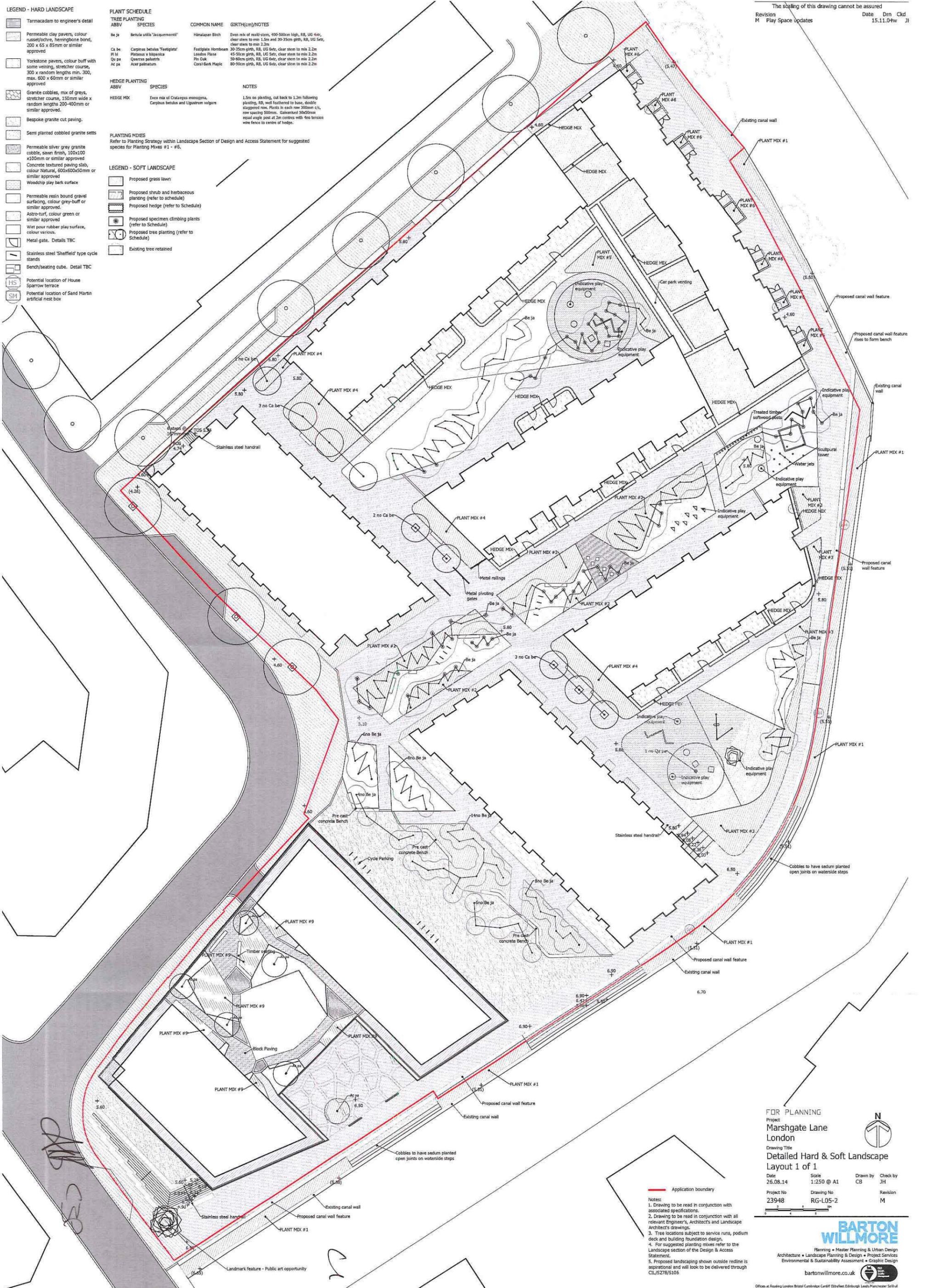
ABBV	SPECIES	NOTES
HEDGE MIX	Even mix of Crataegus monogyna, Carpinus betulus and Ligustrum vulgare	1.5m on planting, cut back to 1.2m following planting, RB, well feathered to base, double staggered row. Plants in each row 300mm c/s, row spacing 500mm. Galvanised 50x20mm equal angle post at 2m centres with 400 tension wire fence to centre of hedge.

**PLANTING MIXES**

Refer to Planting Strategy within Landscape Section of Design and Access Statement for suggested species for Planting Mixes #1 - #6.

**LEGEND - SOFT LANDSCAPE**

- Proposed grass lawn
- Proposed shrub and herbaceous planting (refer to schedule)
- Proposed hedge (refer to Schedule)
- Proposed specimen climbing plants (refer to Schedule)
- Proposed tree planting (refer to Schedule)
- Existing tree retained



The scaling of this drawing cannot be assured  
 Revision M Play Space updates  
 Date 15.11.04w  
 Dm Ckd JJ

FOR PLANNING  
 Project  
**Marshgate Lane  
 London**  
 Drawing Title  
**Detailed Hard & Soft Landscape  
 Layout 1 of 1**  
 Date 26.08.14  
 Scale 1:250 @ A1  
 Project No 23948  
 Drawing No RG-L05-2

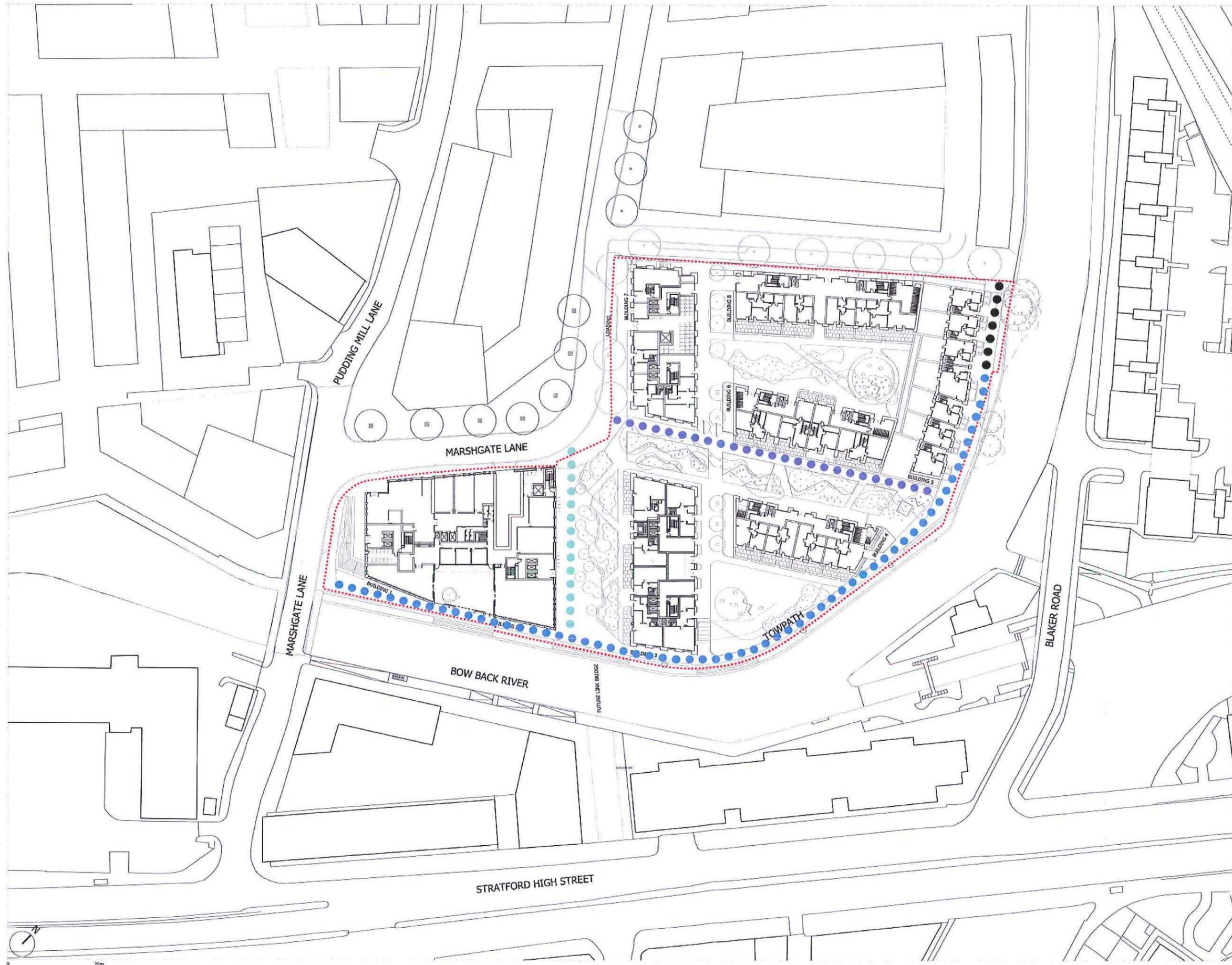
Drawn by CB  
 Check by JH  
 Revision M

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 Architecture • Landscape Planning & Design • Project Services  
 Environmental & Sustainability Assessment • Graphic Design  
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Plan 7-2

**APPENDIX 8**

**PLAN 8 - PEDESTRIAN AND CYCLE ACCESS ROUTE**



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- W14 Land**
- ● ● Waterside route
  - ● ● Pedestrian route
  - ● ● Cycle route
- 14ML Land**
- ● ● Waterside route

*Handwritten initials and signature:*  
 [Signature]  
 [Initials]

Revision description	Date	Check	Rev

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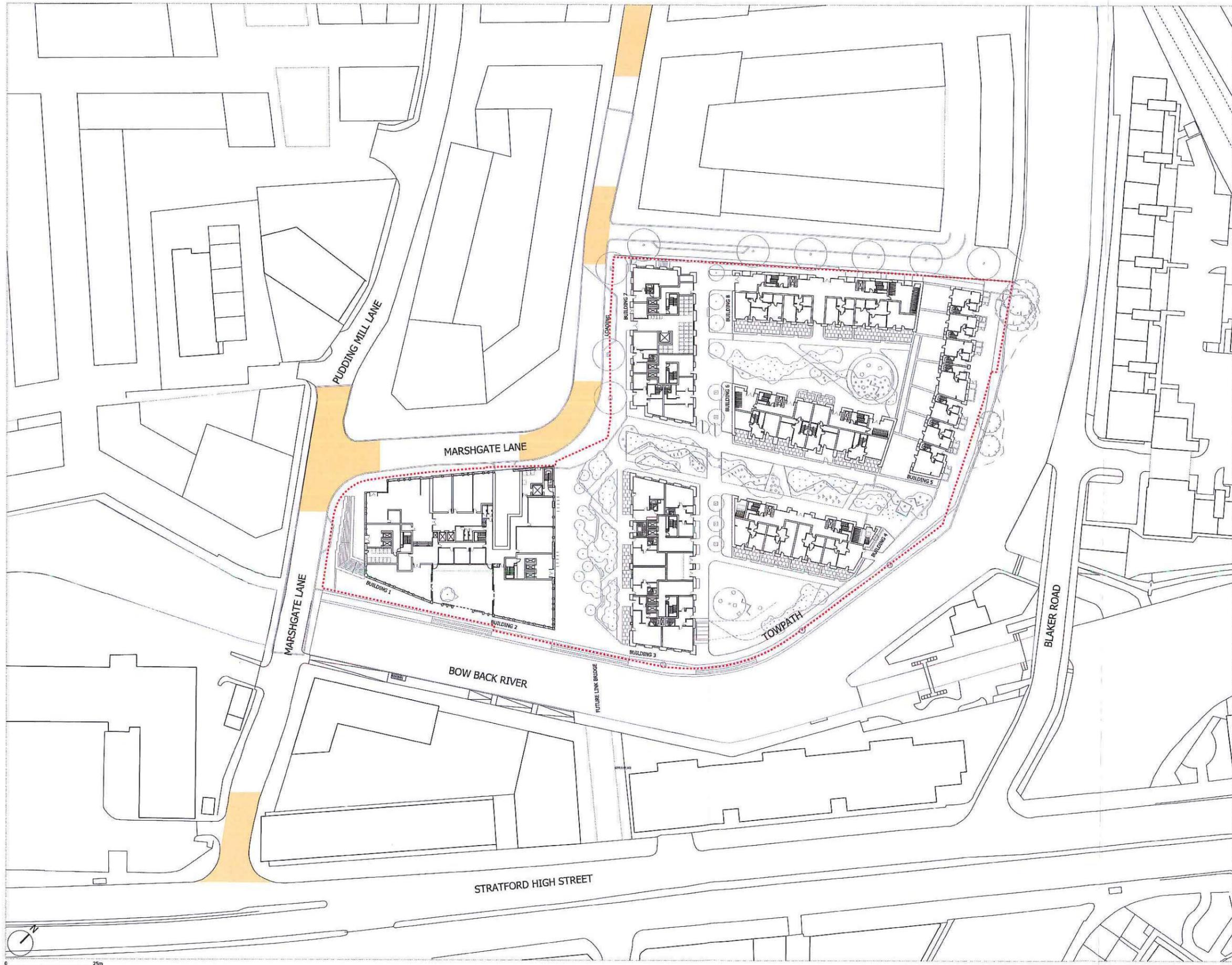
**Project**  
 Marshgate, Stratford,  
 London, E2.

**Drawing**  
 Plan 8 - Access Route Plan  
 Ground Floor Level

Drawn	Date	Scale
RKL	29/07/2016	1:500@A1 1:1000@A3
Job number	Drawing number	Revision
13007	C420_P_00_004	-

**APPENDIX 9**

**PLAN 9 - INDICATIVE RAISED TABLE WORKS**



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 Indicative Raised Table Works

*Handwritten signatures and initials: AB, CSP*

Revision description	Date	Check	Rev
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**SQUIRE & PARTNERS**

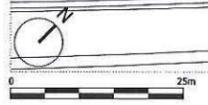
77 Wicklow Street London WC1X 9JY  
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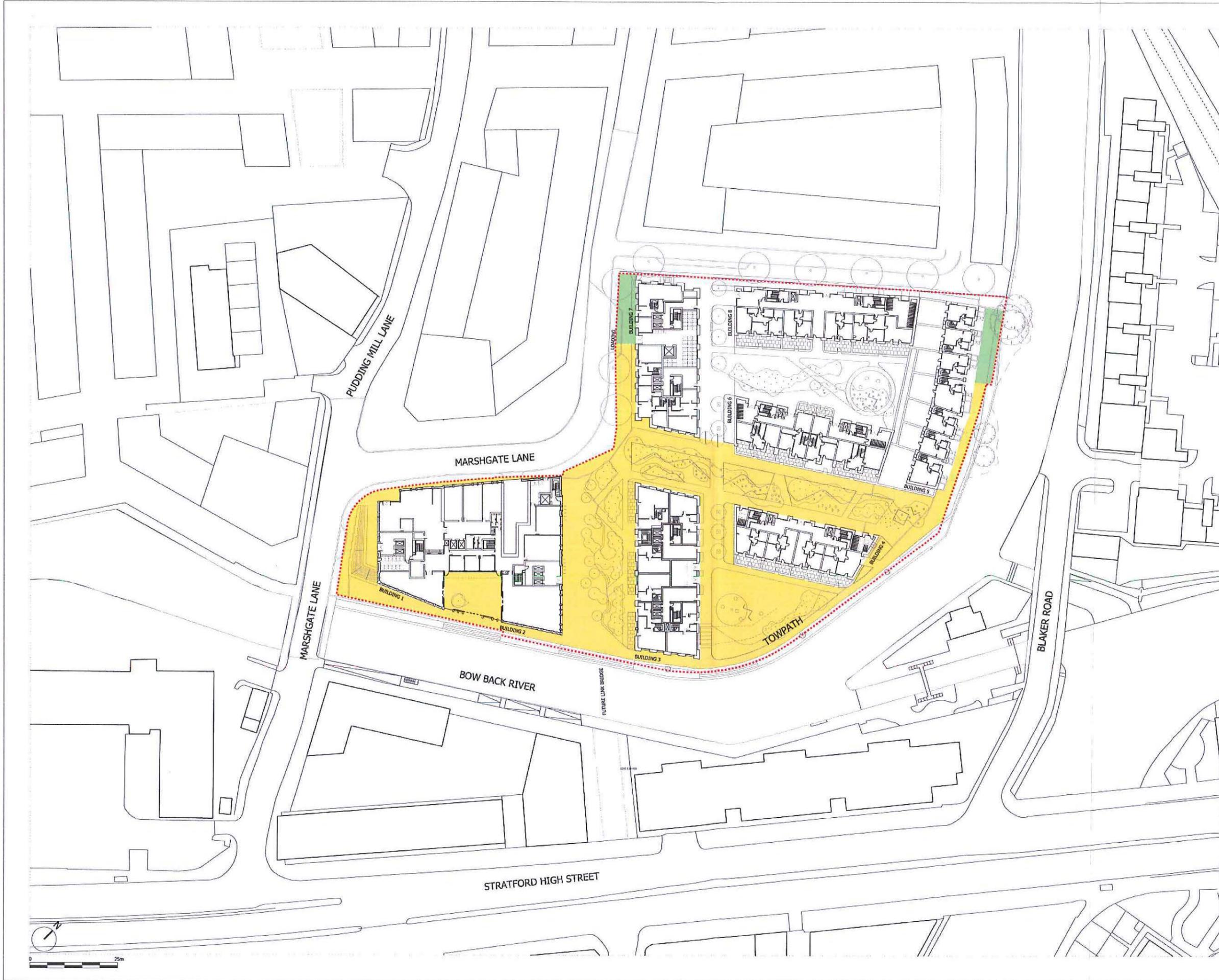
Project  
 Marshgate, Stratford,  
 London, E2.

Drawing  
 Plan 9 - Indicative Raised Table Works  
 Ground Floor Level

Drawn	Date	Scale
RKL	29/07/2016	1: 500@A1 1: 1000@A3
Job number	Drawing number	Revision
13007	C420_P_00_005	-



**APPENDIX 10**  
**PLAN 10 - PUBLIC REALM**



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- W14 Land**  
 Public Realm Areas Plan
- 14ML Land**  
 Public Realm Areas Plan

Revision description	Date	Check	Rev
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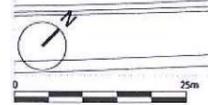
**SQUIRE & PARTNERS**

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 info@squireandpartners.com  
 www.squireandpartners.com

Project  
 Marshgate, Stratford,  
 London, E2.

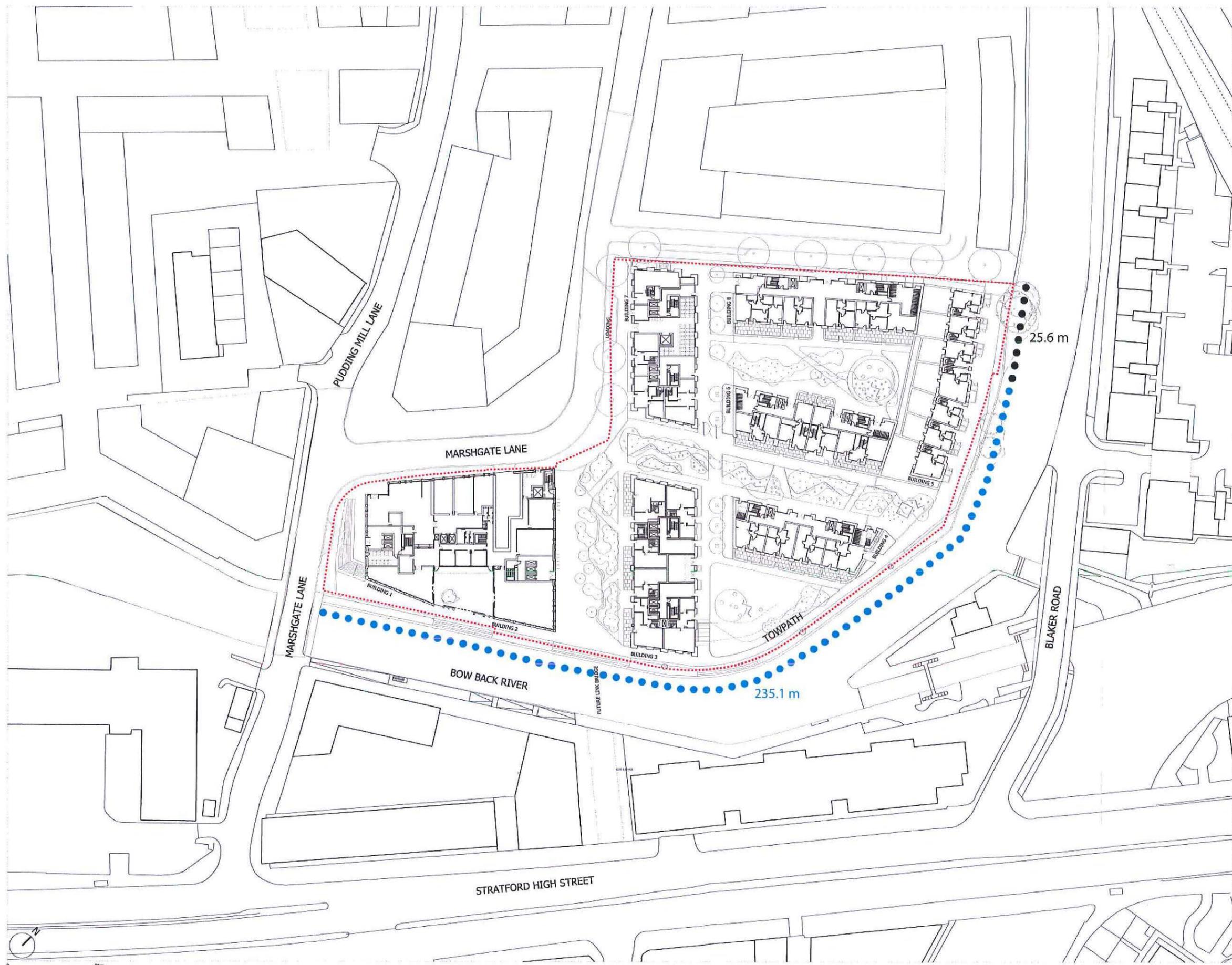
Drawing  
 Plan 10 - Public Realm Plan  
 Ground Floor Level

Drawn	Date	Scale
RKL	29/07/2016	1:500@A1 1:1000@A3
Job number	Drawing number	Revision
13007	C420_P_00_006	-



**APPENDIX 11**

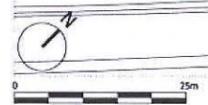
**PLAN 11 - WATERWAY SECTION PLAN**



NOTES:  
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- W14 Land**
- Survey to be undertaken on wall adjacent to development only
- 14ML Land**
- Survey to be undertaken on wall adjacent to development only



9  
 ASB CSP

Revision description	Date	Check	Rev
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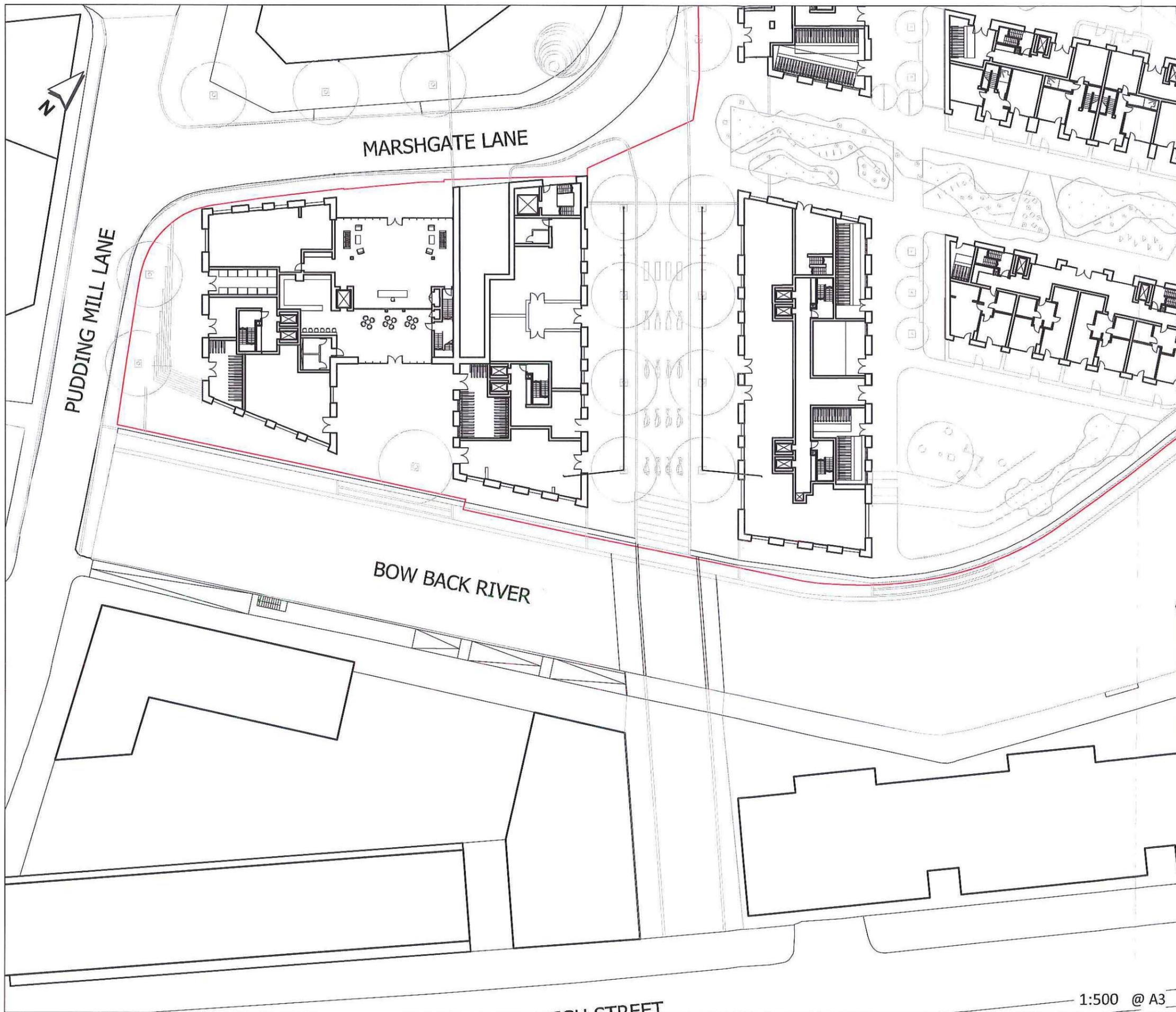
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 info@squireandpartners.com  
 www.squireandpartners.com

Project  
**Marshgate, Stratford, London, E2.**

Drawing  
**Plan 11 - Waterway Section Plan  
 Ground Floor Level**

Drawn	Date	Scale
RKL	29/07/2016	1:500@A1 1:1000@A2
Job number	Drawing number	Revision
13007	C420_P_00_007	-

**APPENDIX 12**  
**PLAN 12 - ROAD AND BRIDGE LINK**



- NOTES:**
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  - THIS DRAWING IS BASED ON LAYOUTS RECEIVED FROM SQUIRES ARCHITECTS ON THE 08/10/14 - (13007\_G100\_Z0\_P\_00\_003-H .dwg)

**KEY:**  
 PROPOSED BRIDGE LINK

*Handwritten initials and signature:*  
 [Signature] C3P

Rev.	Date	Comments	Des	Chk	App
A	08/10/14	FINAL ISSUE LAYOUT RECEIVED FROM SQUIRES	BMO	JZC	RZG
-	15/08/14	ORIGINAL ISSUE	BMO	JZC	RZG

**steer daves gleave**  
 t +44 (0)20 7910 5000 e sdginfo@sdgworld.net

Client:  
**WORKSPACE GROUP**

Title:  
**MARSHGATE  
 INDICATIVE BRIDGE LINK LAYOUT  
 FIGURE 4.10**

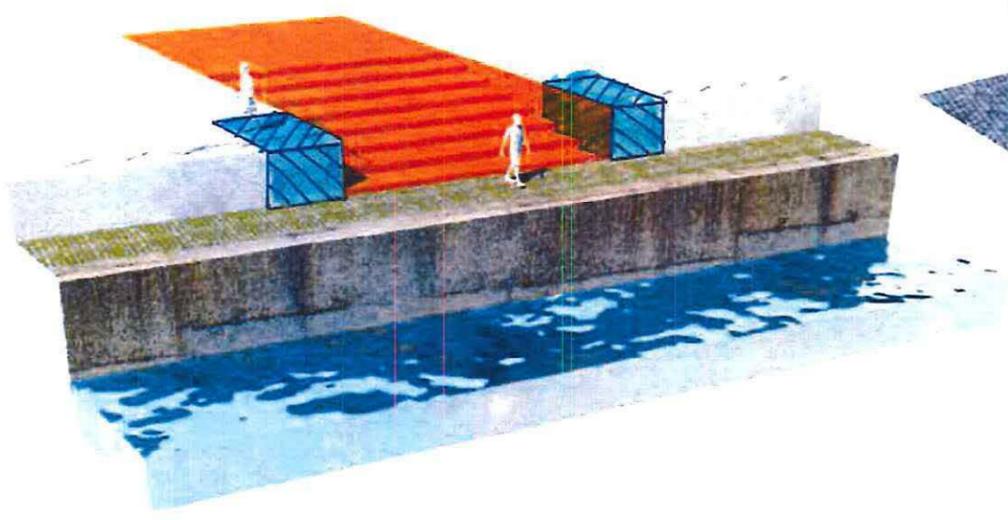
Drawing No. 22637201-TA-012	Sheet No. 01 of 01	Rev. A
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1:500 @ A3

CAD REFERENCE: P:\Projects\2.26\172\01\CAD\Drawings\TA\22637201-TA-012 - 01  
 DATE: 09/10/2014

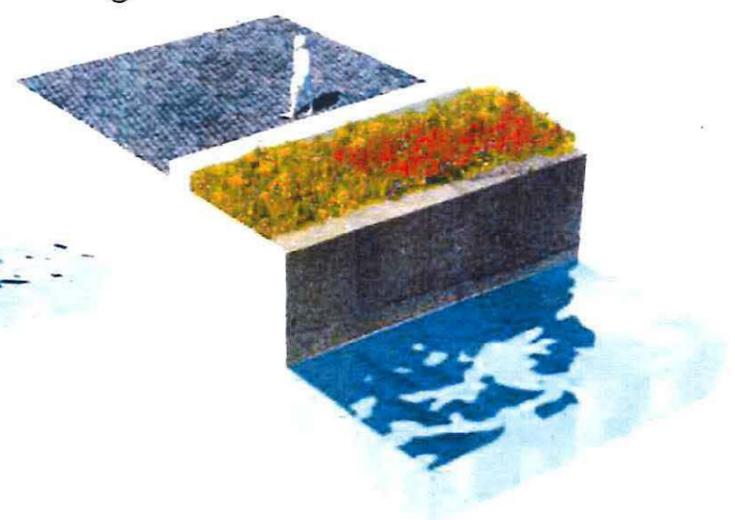
**APPENDIX 13**  
**PLANS 13.1 AND 13.2 - BRIDGE ABUTMENTS**

3



Interim bridge condition, steps/seating to waters edge and an opportunity for public art

4



Low wall at end of Bow Back Street, providing an edge to play area

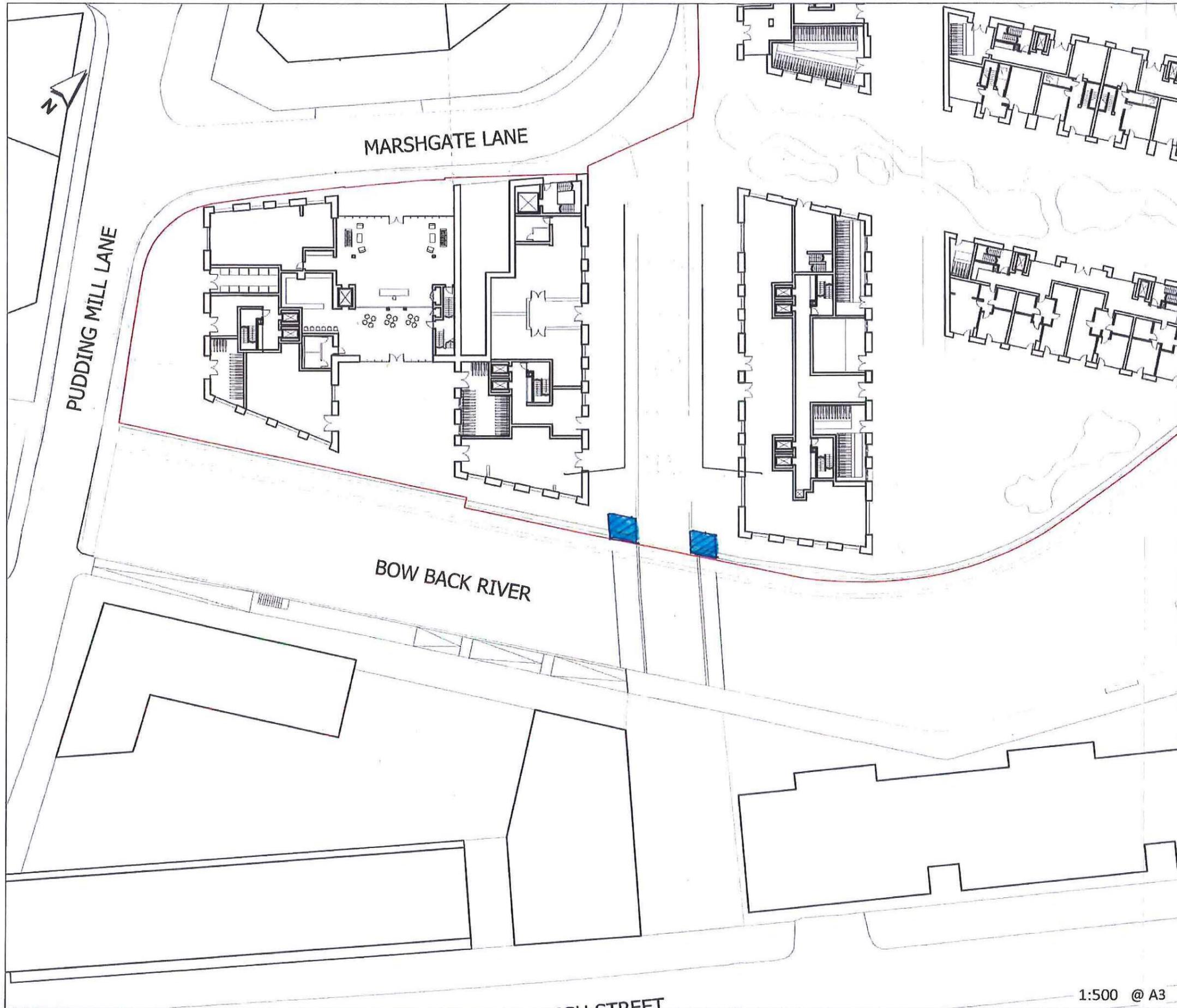


BRIDGE  
ABUTMENT.

dlb

CS

5



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**KEY:**

 PROPOSED BRIDGE LINK

 BRIDGE ABUTMENT

Plan 13.2

*Handwritten initials and marks:*  
 SJB  
 CSB  
 9

Rev.	Date	Comments	Des	Chk	App
A	08/10/14	FINAL ISSUE LAYOUT RECEIVED FROM SQUIRES	BMO	JZC	RZG
-	15/08/14	ORIGINAL ISSUE	BMO	JZC	RZG

 **steer davis gleave**

t +44 (0)20 7910 5000 e sdginfo@sdgworld.net

Client :  
**WORKSPACE GROUP**

Title:  
**MARSHGATE  
 INDICATIVE BRIDGE LINK LAYOUT  
 FIGURE 4.10**

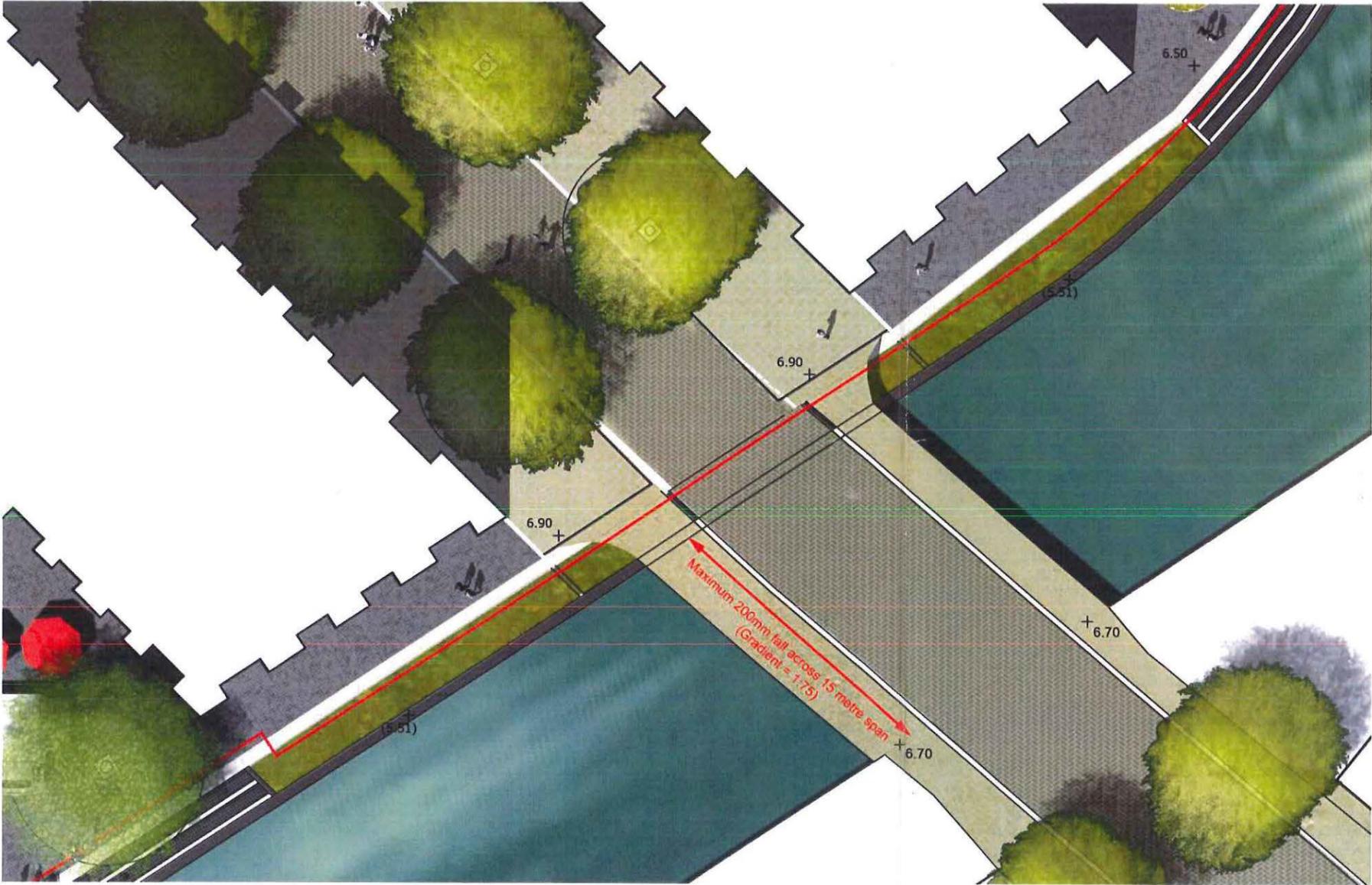
Drawing No. 22637201-TA-012	Sheet No. 01 of 01	Rev. A
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1:500 @ A3

CAD REFERENCE: P:\Projects\22637201\2\01\CAD Drawings\TA\22637201-TA-012 - 01  
 DATE: 09/10/2014

**APPENDIX 14**  
**PLAN 14 - SPOT HEIGHTS**

Extract from Landscaping Strategy showing indicative bridge spot levels



AMB C3P  
10.

**APPENDIX 15**  
**DRAFT 2018 PLANNING PERMISSION**

**VARIATION / REMOVAL OF CONDITION(S) APPROVAL**

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

Please see notes at the end of this notice

Applicant

Workspace 14 Limited  
c/o Agent

Agent

Laura Jenkinson  
GVA Grimley Limited  
25 Berkeley Square  
London  
W1J 6HN

**Part I - Particulars of Application**

Date of Application: 08-Jan-2018

Application No: 17/00669/VAR

Proposal: Application under s73 of the Town and Country Planning Act 1990 (as amended) for the variation of Condition 2 (approved drawings) of planning permission ref. 14/00422/FUL dated 5 May 2017 (comprehensive mixed use redevelopment comprising: demolition of existing buildings, and the erection of 8 buildings ranging from 3 to 12-storeys in height, comprising a total of 254 residential dwellings including affordable housing, and 4,257m<sup>2</sup> Gross Internal Area (GIA) of B1 (business) floorspace, together with basement, access, servicing, car parking, cycle parking, cycle storage, plant, open space and landscaping).

Submission under s73 of the Town and Country Planning Act 1990 (as amended) for variation to condition 2 (approved drawings) of planning permission reference 14/00422/FUL, to make changes to the approved scheme to include: (1) increase of employment use from 4,257m<sup>2</sup> to 5,472m<sup>2</sup> (additional 1,215 m<sup>2</sup> (GIA) floorspace); (2) decrease of residential floorspace from 28,003m<sup>2</sup> to 27,514m<sup>2</sup> (decrease of 489m<sup>2</sup> (GIA) floorspace); (3) optimisation of residential floorspace, increasing the number of residential units from 254 to 260, and (4) alterations to façades and associated minor internal amendments to facilitate the proposed changes.

Location: Land at Marshgate Lane, Pudding Mill, Stratford, London, E15 2NH

**Part II - Particulars of Decision**

In pursuance of the powers under the above Act and Order the London Legacy Development Corporation hereby gives notice that **VARIATION / REMOVAL OF CONDITION(S) HAS BEEN APPROVED** as referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

**1. Time limit**

S73 - CONSENT LIMITED TO THAT OF ORIGINAL PERMISSION: The development hereby permitted shall be begun not later than the expiration of [04/05/2020].

**Reason:** To ensure the commencement timescale for the development is not extended beyond that of the original planning permission granted on [05/05/2017] [ref: 14/00422/FUL]. Furthermore, to comply with the provisions of Section 91(1)(a) of the Town and Country Planning Act 1990

**2. Works in accordance with approved details**

The development, including demolition and construction, shall be carried out in accordance with the following details and plan numbers:

**Proposed Site Plans**

G100_Z0_P_00_003_W	Proposed Site Plan - Ground Floor Level
G100_Z0_P_01_003_N	Proposed Site Plan - First Floor Level
G100_Z0_P_TY_003_Q	Proposed Site Plan - Typical Floor Level
G100_Z0_P_RF_003_L	Proposed Site Plan - Roof Plan
G100_Z0_P_B1_003_S	Proposed Site Plan - Basement Level
C420_P_00_110_-	Phasing Site Plan -Ground Floor Plan

**Proposed Site and Building Sections**

C645_Z0_S_AA_003_J	Proposed Site Section AA
C645_Z0_S_BB_003_G	Proposed Site Section BB
C645_Z0_S_CC_003_G	Proposed Site Section CC
C645_Z0_S_DD_003_E	Proposed Building Section DD
C645_Z0_S_EE_003_K	Proposed Building Section EE
C645_Z0_S_FF_003_G	Proposed Building Section FF

**Proposed Bay Studies**

C645_Z1_E_01_001_H	Bay Study 01 - Building 1 - Upper Levels (South)
C645_Z1_E_01_002_G	Bay Study 01 - Building 1 - Mid Levels (South)
C645_Z1_E_01_003_F	Bay Study 01 - Building 1 - Ground Level (South)
C645_Z1_E_01_004_D	Bay Study 01 - Building 1 - First Floor Level (South)
C645_Z2_E_01_001_F	Bay Study 02 - Building 3 - Upper Levels (North)
C645_Z2_E_01_002_F	Bay Study 02 - Building 3 - Mid Levels (North)
C645_Z2_E_01_003_D	Bay Study 02 - Building 3 - Lower Levels (North)
C645_Z3_E_01_001_G	Bay Study 03 - Building 6 - Upper Floors (East)
C645_Z3_E_01_002_G	Bay Study 03 - Building 6 - Lower Floors (East)
C645_Z3_E_02_001_G	Bay Study 03 - Building 6 - Upper Floors (West)
C645_Z4_E_01_001_F	Bay Study 04 - Building 5 - All Levels (North)

**Proposed Building Plans**

G200_B1-2_P_00_003_P	Buildings 1 & 2 - Proposed Ground Floor Plan
G200_B1-2_P_01_003_M	Buildings 1 & 2 - Proposed First Floor Plan
G200_B1-2_P_02_003_D	Buildings 1 & 2 - Proposed Second Floor Plan
G200_B1-2_P_03_003_K	Buildings 1 & 2 - Proposed Third Floor Plan
G200_B1-2_P_04_003_D	Buildings 1 & 2 - Proposed Fourth Floor Plan
G200_B1-2_P_TY_003_L	Buildings 1 & 2 - Proposed Typical Floor Plan
G200_B1-2_P_RF_003_B	Buildings 1 & 2 - Proposed Roof Plan

G200_B3_P_00_003_P	Building 3 - Proposed Ground Floor Plan
G200_B3_P_01_003_K	Building 3 - Proposed First Floor Plan
G200_B3_P_02_003_-	Building 3 - Proposed Second Floor Plan
G200_B3_P_TY_003_K	Building 3 - Proposed Typical Floor Plan
G200_B3_P_RF_003_F	Building 3 - Proposed Roof Plan

G200_B4_P_00_003_L	Building 4 - Proposed Ground Floor Plan
G200_B4_P_TY_003_J	Building 4 - Proposed Typical Floor Plan

G200_B4_P_05_003_J	Building 4 - Proposed Fifth Floor Plan
G200_B4_P_RF_003_F	Building 4 - Proposed Roof Plan
G200_B5_P_00_003_L	Building 5 - Proposed Ground Floor Plan
G200_B5_P_01_003_J	Building 5 - Proposed First Floor Plan
G200_B5_P_02_003_L	Building 5 - Proposed Second Floor Plan
G200_B5_P_RF_003_E	Building 5 - Proposed Roof Plan
G200_B6_P_00_003_M	Building 6 - Proposed Ground Floor Plan
G200_B6_P_01_003_K	Building 6 - Proposed First Floor Plan
G200_B6_P_TY_003_L	Building 6 - Proposed Typical Floor Plan
G200_B6_P_05_003_L	Building 6 - Proposed Fifth Floor Plan
G200_B6_P_RF_003_H	Building 6 - Proposed Roof Plan
G200_B7_P_00_003_L	Building 7 - Proposed Ground Floor Plan
G200_B7_P_01_003_H	Building 7 - Proposed First Floor Plan
G200_B7_P_TY_003_G	Building 7 - Proposed Typical Floor Plan
G200_B7_P_T2_003_J	Building 7 - Typical Floor Plan Type 2
G200_B7_P_RF_003_E	Building 7 - Proposed Roof Plan
G200_B8_P_00_003_K	Building 8 - Proposed Ground Floor Plan
G200_B8_P_TY_003_H	Building 8 - Proposed Typical Floor Plan
G200_B8_P_05_003_H	Building 8 - Proposed Fifth Floor Plan
G200_B8_P_RF_003_D	Building 8 - Proposed Roof Plan

**Proposed Wheelchair Accessible Units Plans**

C645_B2_P_TY_002_E	Wheelchair Accessible Unit Type 1
C645_B2_P_TY_003_E	Wheelchair Accessible Unit Type 2
C645_B6_P_TY_002_C	Wheelchair Accessible Unit Type 3
C645_B8_P_00_002_C	Wheelchair Accessible Unit Type 4
C645_B8_P_00_003_C	Wheelchair Accessible Unit Type 5
C645_B8_P_TY_002_C	Wheelchair Accessible Unit Type 6

**Proposed Affordable Unit Allocation Plans**

G200_B3_P_00_004_-	Proposed Affordable Unit Allocation Ground Floor Plan Building 3
G200_B3_P_01_004_-	Proposed Affordable Unit Allocation First Floor Plan Building 3
G200_B3_P_02_004_-	Proposed Affordable Unit Allocation Second Floor Plan Building 3
G200_B7_P_00_004_-	Proposed Affordable Unit Allocation Ground Floor Plan Building 7
G200_B7_P_01_004_-	Proposed Affordable Unit Allocation First Floor Plan Building 7
G200_B7_P_TY_004_-	Proposed Affordable Unit Allocation Typical Floor Plan Building 7
G200_B7_P_T2_004_-	Proposed Affordable Unit Allocation Typical Type 2 Floor Plan Building 7

**Proposed Site Elevations**

G100_Z0_E_AA_003_E	Site Elevation AA
G100_Z0_E_BB_003_F	Site Elevation BB
G100_Z0_E_CC_003_E	Site Elevation CC
G100_Z0_E_DD_003_H	Site Elevation DD
G100_Z0_E_EE_003_H	Site Elevation EE
G100_Z0_E_FF_003_F	Site Elevation FF
G100_Z0_E_GG_003_F	Site Elevation GG

## Proposed Building Elevations

C645_B1_E_N_100_G	Building 1 - Proposed North Elevation
C645_B1_E_S_100_F	Building 1 - Proposed South Elevation
C645_B1-2_E_E_100_F	Buildings 1 & 2 - Proposed East Elevation
C645_B1-2_E_W_100_F	Buildings 1 & 2 - Proposed West Elevation
C645_B2_E_N_100_F	Building 2 - Proposed North Elevation
C645_B2_E_S_100_F	Building 2 - Proposed South Elevation
C645_B3_E_N_100_E	Building 3 - Proposed North Elevation
C645_B3_E_S_100_E	Building 3 - Proposed South Elevation
C645_B3_E_E_100_E	Building 3 - Proposed East Elevation
C645_B3_E_W_100_E	Building 3 - Proposed West Elevation
C645_B4_E_N_100_E	Building 4 - Proposed North Elevation
C645_B4_E_S_100_E	Building 4 - Proposed South Elevation
C645_B4_E_E_100_E	Building 4 - Proposed East Elevation
C645_B4_E_W_100_E	Building 4 - Proposed West Elevation
C645_B5_E_N_100_E	Building 5 - Proposed North Elevation
C645_B5_E_S_100_E	Building 5 - Proposed South Elevation
C645_B5_E_E_100_E	Building 5 - Proposed East Elevation
C645_B5_E_W_100_E	Building 5 - Proposed West Elevation
C645_B6_E_N_100_E	Building 6 - Proposed North Elevation
C645_B6_E_S_100_E	Building 6 - Proposed South Elevation
C645_B6_E_E_100_F	Building 6 - Proposed East Elevation
C645_B6_E_W_100_F	Building 6 - Proposed West Elevation
C645_B7_E_N_100_E	Building 7 - Proposed North Elevation
C645_B7_E_S_100_E	Building 7 - Proposed South Elevation
C645_B7_E_E_100_E	Building 7 - Proposed East Elevation
C645_B7_E_W_100_E	Building 7 - Proposed West Elevation
C645_B8_E_N_100_D	Building 8 - Proposed North Elevation
C645_B8_E_S_100_D	Building 8 - Proposed South Elevation
C645_B8_E_E_100_D	Building 8 - Proposed East Elevation
C645_B8_E_W_100_D	Building 8 - Proposed West Elevation

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and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

**Reason:** To ensure that all works are properly implemented and retained.

### 3. Section 106 Obligation

No development on the 14ML Land shall commence until all of the parties who own a freehold interest in the 14ML Land have entered into the Supplemental Agreement with the Local Planning Authority.

**Reason:** To ensure that no development of the 14ML Land can take place until that land is bound into the relevant planning obligations contained within the Section 106 Agreement.

### 4. Workspace 14 Build Out

No part of the development permitted on the 14ML Land shall be occupied until at least 84 residential units on the W14 Land have been occupied.

**Reason:** To ensure the viability review obligations of the s.106 Agreement capture the achieved sales values of the majority of residential units comprised within the development.

#### 5. Notice of Commencement

Each phase of development shall not be commenced until written notice of intention to commence that relevant phase of the development has been given to the Local Planning Authority. The notice required by this condition shall only be given where there is a genuine prospect of development being commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

**Reason and pre-commencement justification:** To enable the LPA to monitor development.

#### 6. Development in accordance with Environmental Statement

Each phase of development (including other matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in the document WIE10067.3.2.1. Marshgate\_Mitigation Table - Final July 2016 as required for each relevant phase.

**Reason:** To ensure the mitigation measures specified in the Environmental Statement are satisfactorily implemented.

### DEMOLITION & CONSTRUCTION

#### 7. Demolition and Construction Management Plan (DCMP)

The development on either the W14 Land or the 14ML Land shall not be commenced until a demolition and construction management plan for all works affected (CMP) on the respective area of land, has been submitted to and approved by the Local Planning Authority. The Demolition and Construction Management Plan and the updates thereto shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The DCMP shall include as a minimum the following information:

- a) The arrangements for liaison with the relevant highway authorities;
- b) The parking of vehicles of site operatives and visitors;
- c) The loading and unloading of plant and materials including a construction logistics plan;
- d) The storage of plant and materials use in constructing the development;
- e) The erection and maintenance of security hoardings;
- f) Measures to control the emission of dust and dirt during construction;
- g) A scheme for recycling and disposing of waste resulting from demolition and construction work;
- h) Dealing with complaints and community liaison;
- i) measures to control the flow of surface water off the slab (temporary drainage details);
- j) Attendance as necessary at the LLDC Construction Transport Management Group (CTMG) and or Construction Coordination Group;
- k) Details of routes and access for construction traffic. Including lorry holding areas; and
- l) Guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on-road cycle module.

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

**Reason and pre-commencement justification:** To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through demolition and construction that would require appropriate mitigation and to be in accordance with London Plan Policy S.3 and Local Plan 2015 Policy T.4.

## 8. Code of Construction Practice

The development on either the W14 Land or the 14ML Land shall not be commenced until a Code of Construction Practice for all works affected on the respective area of land has been submitted to and approved by the Local Planning Authority. The Code of Construction Practice shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The Code of Construction Practice shall include proposals for the following:

- Safeguarding of buried services
- Location and height of any proposed stock
- waste generation and materials reuse and recycling
- air quality mitigation measures from demolition and construction activity within the Site
- noise mitigation measures from demolition and construction activity within the Site

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

**Reason and pre-commencement justification:** To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through construction that would require appropriate mitigation in accordance with Local Plan Policies BN.11 and S.4.

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## 9. Demolition and Construction Waste Management Plan

The development on either the W14 Land or the 14ML Land shall not be commenced until a Demolition and Construction Waste Management Plan (DCWMP) for all works affected on the respective area of land has been submitted to and approved by the Local Planning Authority. The objectives of the DCWMP shall be to ensure all waste arising from the construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The DCWMP shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of construction. The DCWMP shall include as a minimum the following information:

- classification of all waste including hazardous waste according to current legislative provisions;
- performance measurement and target setting against estimated waste forecasts;
- reporting of project performance on quantities and options utilised;
- measures to minimise waste generation;
- opportunities for re-use or recycling;
- provision for the segregation of waste streams on the Site that are clearly labelled;
- licensing requirements for disposal sites;
- an appropriate audit trail encompassing waste disposal activities and waste consignment notes;
- measures to avoid fly tipping by others on lands being used for construction. Returns policies for unwanted materials;
- measures to provide adequate training and awareness through toolbox talks; and
- returns policies for unwanted materials.
- The Development shall be carried out in accordance with the approved details.

**Reason and pre-commencement justification:** Submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of demolition and construction is appropriately mitigated and ensure high standards of sustainability are achieved in accordance with Policy 5.18 of the London Plan and Policy S.6 of the Local Plan 2015.

## 10. Approval of road works necessary

The development on either the W14 Land or the 14ML Land shall not be commenced until details of the following works to the highway for all works affected on the respective area of land have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. Works to the highway shall only be carried out by the Highway Authority:

- The provision of an on-street loading bay
- The installation of new crossovers and reinstatement of footways where existing crossovers are being blocked up

The building hereby permitted on the respective area of land shall not be occupied until these works have been consented in accordance with the approved details.

**Reason and pre-commencement justification:** To ensure that occupiers of the site have adequate facilities to support the use and encourage the uptake of sustainable transport methods to and from the site, and to ensure that all road works associated with the proposed development are to a standard approved by the Local Planning Authority and are completed before occupation and in accordance with Local Plan 2015 Policy T.4.

## 11. Piling/Foundation Designs

Piling or any other foundation designs using penetrative methods shall not be permitted on either the 14ML Land or the W14 Land other than with the express prior written consent of the Local Planning Authority, which may be given for those parts of the respective area of land where it has been demonstrated that there is no resultant unacceptable risk to groundwater for all works affected on that respective part of land. The development shall be carried out in accordance with the approved details.

**Reason:** To ensure that the proposed activities safeguard human health and do not harm controlled waters and groundwater resources in line with the Environment Agency's approach to groundwater

protection March 2017 and in accordance Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

## 12. Piling method statement

No piling, including impact piling shall take place on either the 14ML Land or the W14 Land until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling would be carried out, including measures to prevent and minimise the potential for impact on ground water, damage to subsurface water infrastructure, and the programme for the works) for the respective area of land for all works affected on that respective part of land has been submitted to and approved in writing by the Local Planning Authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

**Reason:** To ensure that the proposed activities safeguard human health and do not harm controlled waters and groundwater resources in line with the Environment Agency's approach to groundwater protection March 2017 and in accordance Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015

## 13. Remediation Statement

No development except demolition to existing slab level shall commence on either the 14ML Land or W14 Land until a Remediation Statement for all works affected on that respective part of land has been submitted to and approved by the Local Planning Authority in writing.

The Remediation Statement shall outline and justify the assessment approach required to be completed and approved by the Local Planning Authority. The Remediation Statement shall also define the phases of development for which subsequent submissions are required to be submitted to discharge the contamination assessment, remediation strategy and methodology.

**Reason:** Submission required prior to commencement to safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

## 14. Contamination assessment, remediation strategy and methodology

No phase shall be commenced except demolition to existing slab level until details of remediation for all works affected on that respective part of land for that phase as defined in the submitted Remediation Statement have been submitted to and approved in writing by the Local Planning Authority. The contamination assessment, remediation strategy and methodology approach shall be detailed in either of the following documents:

- remediation protection method statement; or
- site specific remediation strategy and remediation method statement

### Each submission shall contain as a minimum:

- A review of relevant previous contamination information in conjunction with additional ground investigations undertaken as part of the Development. Any contamination assessment shall use appropriate assessment criteria.
- Details of the proposed development and general work methodology and programme.
- General health and safety and environmental controls including any details of any required authorisations, permits, licences and consents.
- Discovery strategy to deal with unexpected contamination.
- Details of how the remediation works and materials (including site won and imported) are to be validated.
- The remediation method statement shall include details of design, installation and verification of gas and vapour protection measures in accordance with current guidance and British Standards if required by the Local Planning Authority.

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

**Reason:** To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

#### **15. Remediation, validation and protection**

No occupation of any part of the permitted Development (or stage in development as may be agreed in writing with the Local Planning Authority) shall take place until a verification (or validation) report demonstrating completion of works set out in the approved remediation protection method statement, site specific remediation statement and remediation method statement has been submitted to and approved in writing by the Local Planning Authority for all works affected on that respective part of land.

The verification report shall assess and describe the requirements for long-term monitoring and maintenance (including contingency action) to ensure the effectiveness of the remediation measures implemented. The long-term monitoring and maintenance shall be implemented as approved.

**Reason:** To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015

#### **16. Unexpected contamination**

If during development unexpected contamination is encountered then no further development shall be carried out until an addendum to the remediation protection method statement, site specific remediation statement and remediation method statement (referred to in conditions 13 and 14) for all works affected on that respective part of land has been submitted to and approved in writing by the Local Planning Authority (unless otherwise agreed in writing with the Local Planning Authority). The addendum shall be implemented as approved, in writing by the Local Planning Authority.

**Reason:** To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development is carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies 5.21, 5.14 and 7.19 of the London Plan and Policy BN13 of the Local Plan 2015.

#### **17. Surface Water Drainage**

Development of either the 14ML Land or W14 Land shall not be commenced except demolition to existing slab level until a detailed surface water drainage scheme for the respective area of land for all works affected on that respective part of land, based on the following agreed documents has been submitted to and approved in writing by the local planning authority.

- Marshgate Business Centre and 14 Marshgate Lane, Flood Risk Assessment, Document Reference: CIV15409 ES 002, October 2014.
- Marshgate Lane, London, E15 2NH, Drainage Report, Job No. 5239, August 2014.

The drainage strategy shall include a restriction in run-off and surface water storage on site as outlined in the FRA. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

**Reason and pre-commencement justification:** Submission required prior to commencement to the Local Planning Authority to prevent the increased risk of flooding, to improve and protect water quality, and improve habitat and amenity in accordance with Policy 5.13 of the London Plan and Policy BN13 of the Local Plan 2015.

## 18. Drainage

The drainage works referred to in the approved Marshgate Business Centre Drainage strategy prepared by Waterman dated October 2014 shall be implemented in full for each relevant phase of the development, and no discharge of foul or surface water from the site shall be accepted into the public system until the said drainage works have been completed unless minor variations are agreed in writing in advance with the Local Planning Authority.

**Reason:** The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community and in accordance with Policy 5.13 of the London Plan and Policy BN13 of the Local Plan 2015.

## 19. Archaeological investigation

- A. For each of the 14ML Land and the W14 Land no development of the respective area of land other than demolition to existing ground level shall take place until (i) a programme of archaeological evaluation for the respective area of land has been submitted to and approved in writing by the Local Planning Authority for all works affected on that respective part of land (ii) the approved archaeological evaluation programme has been implemented and (iii) a report on that evaluation has been submitted to and approved in writing by the Local Planning Authority.
- B. If heritage assets of archaeological interest are identified by the evaluation under Part A, then before development of the respective area of land, other than demolition to existing ground level, commences (i) a Written Scheme of Investigation shall be submitted to and approved in writing by the Local Planning Authority for all works affected on that respective part of land.
- C. No development or demolition of the respective area of land other than demolition to existing ground level shall take place other than in accordance with the Written Scheme of Investigation approved under Part (B) and archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.
- D. The development on the respective area of land shall not be occupied until a site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (B), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

**Reason:** To ensure that the archaeological interests are protected and considered appropriately and in accordance with London Plan policy 7.8 of the Local Plan and policy BN.2 of the Local Plan 2015.

## RESIDENTIAL STANDARDS

### 20. Residential standard- internal noise levels

No residential premises shall be occupied unless it has been designed and constructed in accordance with BS8233:2014 'Sound insulation and noise reduction for buildings- Code of Practice' and attains the following internal noise levels:

- Bedrooms- 30dB LAeq,T\* and 40dB LAfmax
- Living rooms- 30dB LAeq, D\*
- \*T- Night-time 8 hours between 23:00-07:00
- \*D- Daytime 16 hours between 07:00-23:00.

**Reason:** To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources and to be in accordance with Policy 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

## 21. Sound insulation and noise mitigation details – Residential and Non-Residential

The development on either of the 14ML Land or the W14 Land shall not be occupied until details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses of the respective area of land for all works affected have been submitted to and approved in writing by the Local Planning Authority. The scheme shall include a glazing specification for all windows to ensure a good standard of internal noise can be achieved during day time and night time in accordance with the guideline levels of BS8233 1999: "Sound insulation and noise reduction for buildings – code of practice" or an equivalent standard.

Details should include airborne and impact sound insulation. The Development on the respective area of land shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved scheme is to be completed prior to occupation of the Development and thereafter permanently retained.

**Reason:** To protect the amenity of future occupants and/or neighbours in accordance with Policy 7.15 of the London Plan and Policy BN11 of the Local Plan 2015.

## 22. Accessible housing

90% of the residential units hereby permitted shall be designed and constructed in accordance with M4 (2) Category 2 of Part M of the Building Regulations.

10% of the residential units hereby permitted shall be designed and constructed in accordance M4 (3) Category 3 of Part M of the Building Regulations (split proportionately so that 10% of each of the following tenures of residential units shall be so provided: market housing units, intermediate housing units, social rented housing units and affordable rented housing units; and 10% of each of the following sizes of residential units shall be so provided: one, two and three bedroom units).

The actual number of units to be provided in accordance with this condition would be the number of whole units that is as near as arithmetically possible to the specified percentage and 0.5 or above shall be rounded up to the nearest whole.

**Reason:** To ensure adequate accessible housing is provided and to be in accordance with Local Plan 2015 Policy BN.5. Requiring inclusive design.

## 23. Refuse storage

Before the first occupation of the development hereby permitted on either of the 14ML Land or the W14 Land, the waste and recycling storage, transfer and collection arrangements for the respective area of land shown on the approved drawing/s for all works affected shall be submitted in a Waste Servicing Strategy and approved in writing by the local planning authority, and made available for use by the occupiers of the Development.

The Waste Servicing Strategy shall include the following key pieces of information:

- Details and plans showing where residents and commercial tenants in each building should deposit their waste;
- Description of the waste containers and equipment to be housed in each waste storage area;
- Explanation of how and when waste containers will be transferred between waste rooms, the route the container will take during transfer, and where the necessary equipment for facilitating the operations will be stored; and
- Details of arrangements for collection contractors for municipal and commercial waste, including where the waste will be collected from, where the waste collection vehicles will park, and the route for transferring bins between waste stores and vehicles.

The facilities and management processes provided shall thereafter be retained and maintained for the life of the Development of the respective area of land and neither they nor the space they occupy shall be used for any other purpose unless it can be demonstrated that these facilities are no longer required or can be reduced in size without affecting recycling rates, to be agreed in writing by the Local Planning Authority in accordance with Policy S.6 of the Local Plan.

**Reason:** To ensure there are refuse storage and management arrangements in place in advance of the use commencing to avoid highway and safety issues and ensure that that the refuse would be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

## **PARKING, SERVICING, CYCLES**

### **24. Deliveries and servicing management plan**

The development on either of the 14ML Land or the W14 Land shall not be occupied until a delivery and servicing management plan (DSMP) for all works affected on that respective part of land detailing how all elements of the respective area of land are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved DSMP for the respective area of land shall be implemented from first occupation of that respective area of land and thereafter for the life of the development on the respective area of land.

**Reason:** In the interests of highway and pedestrian safety and residential amenity making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with Policy 6.11 of the London Plan and Policy T4 of the Local Plan 2015.

### **25. Cycle Storage and facilities- details to be submitted**

The development on either of the 14ML Land or the W14 Land shall not be occupied until details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles (for both residential and commercial elements) and on site changing facilities and showers (for the commercial element) for all works affected on the respective area of land have been submitted to and approved in writing by the Local Planning Authority.

The development of the respective area of land shall be carried out in accordance with the approved details and the facilities provided shall be retained for the life of the development on the respective area of land and the space used for no other purpose.

**Reason:** In order to ensure that satisfactory secure cycle parking and facilities for cyclists are provided and retained and in accordance with Policy 6.3 of the London Plan and Policy T4 of the Local Plan 2015.

## **SUSTAINABILITY**

### **26. Renewable energy**

The development on the W14 Land and on the 14ML Land shall be constructed and operated in accordance with the submitted Price/Myers Energy Assessment dated 1st April 2015 and achieve reductions in regulated CO2 emissions through the use of on-site renewable energy generation sources approved as part of this development.

**Reason:** To ensure a high standard of sustainable design and construction and to ensure sufficient information is available to monitor the effects of the development in accordance with Policy 5.2 of The London Plan and Policies S2 and S5 of the Local Plan 2015.

## 27. BREEAM

Before any fit out works to the commercial premises hereby authorised begins, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM Design Stage rating and a BREEAM certificate of building performance) which demonstrates that a minimum 'Excellent' rating has been achieved shall be submitted to and approved in writing by the Local Planning Authority and the development of the respective area of land shall not be carried out otherwise than in accordance with any such approval given. Within three months of occupation of any commercial premises hereby permitted, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

**Reason:** To ensure that high standards of sustainability are achieved in accordance with Policies 5.2, 5.3 and 5.6 of The London Plan and Policies S2 and S4 of the Local Plan 2015.

## 28. Material samples

Prior to the construction of the development on either of the 14ML Land or the W14 Land, a schedule detailing brick bonding(s) where appropriate and samples of materials and finishes to be used on the external surfaces of the development of all works affected on the respective area of land shall be submitted to and approved in writing by the Local Planning Authority. The approved materials shall be used in the implementation of the development. A sample panel(s) of brickwork of not less than 1m x 1m showing mortar mix, bonding and pointing type shall be constructed for the Local Planning Authority to inspect and approve and shall be retained on site until completion of the works, and the brickwork shall be constructed in accordance with the approved panel(s).

**Reason and pre-commencement justification:** To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan 2015.

29. Prior to the construction of buildings 1 and 2 details of the architectural design, including façade treatment, as well as materials and colour of the external surfaces of the podium level (levels 1, 2 and 3) of buildings 1 and 2 (at a scale to be agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority and shall be constructed in accordance with the approved details.

**Reason and pre-commencement justification:** To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development and to be in accordance with Strategic Policy SP.3 and Policies BN.1 and BN.10 of the Local Plan 2015.

## 30. Detailed drawings

Prior to the construction of the development on either of the 14ML Land or the W14 Land detailed drawings including sections (at a scale to be agreed in writing with the Local Planning Authority) of the respective area of land shall be submitted to and approved in writing by the Local Planning Authority as follows for all works affected on that respective part of land:

- Commercial façade details (ground level entrances and shopfront): elevations and sections through shopfronts, including details of doors, windows and signage and junctions with new pedestrian space as well as canopies, security shutters and areas for signage;
- Residential façade details (including elevations facing the internal courtyard): elevations and sections annotated with materials and finishes of all windows (including reveals and sills), entrances, external bin stores, balconies, and balustrades, pipework and parapets; and all openings adjacent to the highways.

The development of the respective area of land shall not be carried out otherwise than in accordance with the approved drawings.

**Reason and pre-commencement justification:** To enable the Local Planning Authority to properly

consider and control the development and to be in accordance and in order to ensure a high quality of design and detailing is achieved and to be in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.10 of the Local Plan 2015.

### 31. Green/brown roof

Prior to the construction of the development on either of the 14ML Land or the W14 Land, details of the biodiverse roofs (including a specification and maintenance plan) to buildings 2, 3, 4, 5, 6, 7 and 8 as relevant to the respective area of land for all works affected shall be submitted to and approved in writing by the Local Planning Authority and the development of the respective area of land shall not be carried out otherwise than in accordance with any such approval given.

**Reason and pre-commencement justification:** To ensure the proposed development would enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity and to be in accordance with Policy S.4 of the Local Plan 2015.

### 32. Landscaping Plan (including roof terrace)

Prior to the construction of the development on either of the 14ML Land or W14 Land as shown on the appended phasing plan detailed drawings, the following information for all works affected regarding the respective area of land shall be submitted to and approved in writing by the Local Planning Authority:

- Detailed drawings 1:50 and 1:10 of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings and roof terrace areas (including wind mitigation measures, boundary treatments, surfacing materials of any parking, access, or pathways layouts, materials and edge details and material samples of hard landscaping);
- Full details of the treatment of site boundaries (including bollards)
- Details of all existing trees on and adjacent to the land, and details of any to be retained, together with measures for their protection, during the course of development;
- Waterside landscaping;
- Planting schedules;
- Sections through street tree pits;
- Species mix;
- Details of biodiversity enhancements (bird and bat nesting boxes etc);
- Details of the increased marginal habitat highlighted in Appendix 14.1 of the 2014 Environmental Statement
- Details including plans, elevations and specifications of any play equipment to be provided and
- Details of parapet/balustrade and planting buffer around the roof terrace

The planting, seeding and/or turfing shall be carried out as approved in the first planting season following completion of building works comprised in the development of the respective area of land and any tree or shrub that is found to be dead, dying, severely damaged or diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply to BS:4428 Code of practice for general landscaping operations, BS:3996 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance. All other works including hard surface materials and play equipment shall be carried out and completed prior to the occupation of any part of the development.

**Reason and pre-commencement justification:** To ensure the proposed development would enhance the visual amenities of the locality and in order that the Local Planning Authority may ensure that the design and details are of high quality and to be in accordance with Policies BN.1 and BN.3 of the Local Plan 2015.

### 33. Overheating

Before the construction of the façades for the development on either of the W14 Land or the 14ML Land, an assessment of the internal temperature in summer of the development for all works affected on the respective area of land shall be submitted to the Local Planning Authority, so as to demonstrate compliance with the requirements of the Building Regulations 2010 (Schedule 1, Part L) such assessment must use the method of calculation set out in the SAP 2012 (Appendix P) (or any subsequent edition of the SAP as may amend or replace the 2012 edition, as published by BRE). The assessment shall include details of any mitigation measures that are proposed to be used to reduce overheating, which shall include without limitation and where appropriate design of the facades; provision of ventilation; and internal layout. The mitigation measures shall be approved in writing by the Local Planning Authority.

Following approval of the mitigation measures the building on the respective area of land shall be constructed in accordance with the approved details and maintained in this condition thereafter, unless other minor variations are agreed in writing by the Local Planning Authority.

**Reason:** To ensure a comfortable level of amenity for residents of the development and in the interests of visual amenity and to be in accordance with Policy S.4 of the Local Plan 2015.

### 34. Photovoltaics

Prior to the commencement of the development on either of the W14 Land or the 14ML Land full details of photovoltaic (PV) panels and a strategy for their installation for all works affected on the respective area of land shall be submitted to and approved in writing by the Local Planning Authority. The development of the respective area of land shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building on the respective area of land and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

**Reason and pre-commencement justification:** To ensure that the development incorporates renewable technologies and meets a high standard of sustainable design and construction and is in accordance with Policy 5.2 of the London Plan and Policies S2 and S5 of the Local Plan 2015.

## PERMITTED DEVELOPMENT

### 35. Land Use

Notwithstanding the provisions of Part 3 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking and/or re-enacting that Order) the commercial premises hereby approved shall only be used for the purposes specified in the application (being use class B1 as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission).

**Reason:** To provide control over the loss of employment generating use in accordance with the regeneration objectives for the Legacy Corporation area as set out in its purposes and within the Corporation's Local Plan.

In granting this permission the Local Planning Authority has had regard to the special circumstances of this case and wishes to have the opportunity of exercising control over any subsequent alternative use.

## CAFÉ / BREAKOUT AREA

### 36. Café / breakout hours of use

The café / breakout area shall not operate outside the hours of 0800 to 2300 hours on any day.

**Reason:** In the interests of residential amenity and to be in accordance with Policy BN.1 of the Local Plan 2015.

### **37. Café / breakout external alterations**

Prior to the use of the café/breakout area, details of the external appearance and specification of the flue at roof top level to Building 1 shall be submitted and approved in writing by the Local Planning Authority and this shall be implemented before first use of the café/breakout area, and also retained in accordance with the approved details. No other external flue, ventilation equipment or any other external alteration shall be installed in relation to the café / breakout use without the prior written approval of the Local Planning Authority.

**Reason:** In the interest of visual and resident amenity and to be in accordance with Policy BN.1 of the Local Plan 2015.

### **38. Lighting**

No architectural lighting, security lighting or other external means of illumination of the site shall be provided, installed or operated in the development, except in accordance with a detailed scheme which shall provide for lighting that is low level, hooded and directional, and has been submitted to and approved in writing by the Local Planning Authority for all works affected on that respective part of land. The scheme shall be implemented in accordance with the approved details and retained thereafter.

**Reason:** In the interest of residential amenity and to protect ecological systems in accordance with Local Plan policy BN.3.

### **INFORMATIVES:**

1. This planning application has been assessed against current planning legislation only. The applicant (or any subsequent owner or developer) is therefore reminded that the onus of responsibility to ensure the development meets current fire safety regulations lies fully with them and that they are legally obliged to obtain the relevant Building Regulations consent.
2. In accordance with LFEPA guidance the applicant is strongly recommended to ensure the installation of sprinklers in the new development. The development shall conform with Part B5 of Approved Document B of the Building Regulations.
3. Include Thames Water and English Heritage Greater London Archaeology informatives

### **Proactive and Positive Statement**

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

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

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

Dated this: xx-XXX-xxxx

*A Hollingsworth*

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

DRAFT

## London Legacy Development Corporation

### Town and Country Planning Act 1990 (as amended)

#### Appeals to the Secretary of State

\* If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990 (as amended).

\* If you want to appeal then you must do so within **SIX months** of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE weeks** of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: [enquiries@pins.gsi.gov.uk](mailto:enquiries@pins.gsi.gov.uk)) or (Tel: 0117 372 8000).

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

\* The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.

\* The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

\* In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

#### Purchase Notice

\* If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.

\* In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

## APPENDIX 16

### WORKSPACE STRATEGY PRINCIPLES

6. **Part 1:** This section should list all the facilities / services that Workspace 14 is to provide regardless of whether they are to operate and manage the Workspace. These include but are not limited to:-
- *break out spaces;*
  - *on-site cafe;*
  - *showers;*
  - *cycle storage;*
  - *CCTV;*
  - *access to Car Club Vehicles;*
  - *telecoms and IT support;*
  - *high speed broadband;*
  - *on-site manager;*
  - *security;*
  - *cleaning of common areas*
7. **Part 2:** This section should address how the Workspace is designed to meet the needs of growing and small businesses and would typically include but is not limited to:-
- *how, when (frequency) and where the units will be marketed*
  - *the setting up of any waiting lists;*
  - *general timetable / calendar as to when marketing will occur*
8. **Part 3:** This section should refer to the additional facilities and services which will be provided if Workspace 14 operates and manages the Workspace, i.e. facilities and services which are in addition to the facilities in Part 1 including those set out in Workspace 14's Business Model submitted as part of the Application and attached at Appendix 17.
- These facilities and services include but are not limited to:-
- *Club Workspace facilities;*
  - *Business Support such as secretarial, conference room and reception services;*
  - *Networking Events;*
  - *Maintenance*
  - *Workspace standard lease terms*
9. **Affordable Workspace:** Only the principles under Part 2 shall apply to the Affordable Workspace.

**APPENDIX 17**  
**WORKSPACE 14 BUSINESS MODEL**



**WORKSPACE®**



## **Workspace 14 Limited**

### Workspace Business Model Summary

Workspace Group provides managed business accommodation for New and Growing Companies (NGCs) in London. It owns and manages over 485,000 sqm of floorspace comprised of 90 properties across more than 25 of Greater London's Boroughs. The portfolio consists of a range of sizes and types of space including converted factory buildings, co-working hubs and new bespoke purpose built managed business centres.

The space is managed directly by Workspace, who analyse the level of interest in specific buildings, locations and sectors through their web based marketing and management tools. The management of Workspace's portfolio, including building and unit performance, is supported by regular customer surveys. This is used by Workspace to rank customer preferences and adapt business space to suit the dynamics of the NGC market. Using this information, Workspace can deliver value to its customers through providing flexible workspace that meets its customers' needs.

Based on this market evidence, Workspace lets floor space on an "inclusive basis" rather than the traditional large city office approach of £/sqm. By providing a business with the ability to change in accordance with their space requirements, i.e. short leases to allow for expansion or downsizing where appropriate, provides a closer relationship between total occupancy cost and the businesses total revenue, and efficient use of floorspace. For example recent analysis of NGC overheads cost suggests that they will typically spend between 5 to 8% of this cost on accommodation.

Workspace's newer co-working models are even more complex, letting space to businesses on a membership basis such as through the "Club Workspace" which, generally, does not equate to a specific unit or floor space provision but allows for small companies to use Workspace venues without having to sign up to expensive leases or commit to a particular quantum of office space.

In summary, the Workspace business approach involves the following:

- **Standard Lease Terms** that are flexible, do not require the services of a solicitor and support businesses as they grow, and do not require significant deposits and/or guarantors that can be challenging and restrictive to young companies (three months' rent normally required in advance as a deposit, and one month's rent paid in advance). New business units within the Workspace portfolio are typically offered on a two year lease, subject to a rolling 6 month tenant only break option. This allows companies to easily up or downsize as their business changes and matures. At the start of a new lease every customer has a three month trial period, after which, they may break their lease contract, offering additional flexibility.



**WORKSPACE®**



- **Upfront standard costs**, including service charge which covers maintenance, an allocated site manager, security and cleaning of common parts; business rates, which are paid direct to the local authority; and other bills, such as telephone and electricity.
- **Club Workspace**, designed for individuals and small businesses for collaborative and drop-in working at one total cost. Individuals/ small businesses can rent desks, meeting rooms or other breakout spaces and attend networking events depending on their needs, and change their packages to suit. There are three simple membership packages; "Three Days, One Club", offering full access to a chosen workspace venue three times a week; "Everyday, Everywhere", offering access to all venues with the opportunity for co-working and collaboration; and "Your Desk at Club", offering everyday access to a lockable desk at a chosen venue. All clubs host workshops, seminars and networking events that are tailored for an audience of small businesses, entrepreneurs and start-ups.
- **Business support as standard in most venues**, including secretarial, conference room and reception services;
- **Networking events** in many business centres, connecting customers and encouraging inter-trading, networking and promotion;
- **Telecoms** – Workspace's partnership with Excell provides customers with "high quality, high speed and cost effective end-to-end managed services to business clients"<sup>1</sup>. It is a business grade telephony and connectivity service, designed specifically for new and growing businesses.

Further details of how the Workspace Model works compared to a Traditional Office is provided in **Appendix 1**.

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<sup>1</sup> <http://www.excellgroup.com/about-excell-group/>



**WORKSPACE®**



**Appendix 1:**

**The Workspace Model Vs. a Traditional Office Model**

Item	Workspace Model	Standard Office
Lease Terms	Most leases are two or three years although Workspace can tailor leases to suit individual requirements in certain circumstances. There is typically a six month break clause for three year leases on some of the properties. This means tenants can leave their unit if six months written notice is given. On departure, deposits are returned subject to rent arrears and any unit dilapidation.	Leases in London have become shorter, however they tend to be between 5 and 10 years in length which provides little flexibility for small/start-up businesses. Break clauses are also likely to be less frequent.  Furthermore, businesses with a limited track record provide a weak covenant and may be required to pay a significant deposit, or not benefit from any incentives (rent free periods etc.) as the landlord seeks to manage risk.
Business Support	Provided on site as part of an inclusive cost.	No additional services provided.
Networking	Networking events provided to all tenants at no extra cost.	No additional services provided.
Flexibility of businesses to grow	Short leases allow companies to expand or contract depending on their success or needs.	Likely to be limited opportunities to expand into new space in same location or contract.  Expansion would potentially require taking on a separate lease in another building, which would likely incur high upfront costs (see point 1 re. lease terms) and could therefore limit willingness to expand.  Contraction of activity would leave a business with excess space which it would still be required to pay for (unless a landlord is willing to allow a sub-let). This could limit a business's flexibility to reduce overheads when required, placing more financial challenges on the business.
Telecoms	Available for the duration of the lease term.	Generally need to be sourced and paid for directly with a provider. Depending on building fit out, occupier may be responsible for the delivery of connection etc. to the unit from the building perimeter.
Meeting Rooms	Available to book flexibly at a small extra cost, without having to pay for extra office space that may only be used occasionally.	Potentially any meeting space would need to be provided within the businesses own space (although some buildings may provide communal rooms). This can increase occupancy costs as rent will be charged on the space but it may not be used frequently.
Locations	Provides good quality offices to small businesses in locations that may not otherwise be affordable, which also may help to provide agglomeration benefits to specific industries.	Stock in prime locations likely to be let at rents reflecting market averages – so could be expensive for small businesses, preventing them operating from there. More affordable stock is likely to be lower quality or in less attractive locations.

APPENDIX 18

SUPPLEMENTAL AGREEMENT

DATED

201[X]

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) [REDACTED]<sup>1</sup>
- (3) [REDACTED]<sup>2</sup>

SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990  
and all other powers enabling

relating to land known as 14 Marshgate Lane



Pinsent Masons

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<sup>1</sup> Insert name of Covenantor

<sup>2</sup> Insert names of chargees (if any)

THIS SUPPLEMENTAL AGREEMENT is made on

20[ ]

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) [ ] whose [registered office/address] is [ ] (the "Covenantor");
- [(3) [ ] of [ ] (the "Chargee")<sup>3</sup>

**RECITALS**

**WHEREAS:-**

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which land at 14 Marshgate Lane is situated.
- (B) On [ ] 2017 the LPA (1) and Workspace 14 Limited entered into the Principal Agreement.
- (C) At the date the Principal Agreement was completed Workspace 14 Limited did not hold either a legal or equitable interest in the land at 14 Marshgate Lane, as registered at the Land Registry with Title Number EGL167024.
- (D) [On [ ] 201[ ] the Covenantor became the proprietor of the freehold interest in 14 Marshgate Lane.
- (E) This Supplemental Agreement is entered into pursuant to the requirements of condition [x] of the 2018 Planning Permission and is entered into for the purpose of confirming that certain of the obligations, covenants and undertakings contained in the Principal Agreement are binding on the freehold interest in land at 14 Marshgate Lane for the purposes of the said section 106 of the 1990 Act.

**OPERATIVE PROVISIONS:-**

1. Interpretation
- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.
- 1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:-

**"14 Marshgate Lane"** means all that land registered at the Land Registry with Title Number EGL167024 shown edged red on the plan attached at the Appendix to this Supplemental Agreement

**"Principal Agreement"** means an agreement dated [ ] 201[ ] between the LPA (1) and Workspace 14 Limited and entered into pursuant to section 106 of the 1990 Act and other relevant powers

**2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT**

- 2.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990 and (insofar as this Agreement does not contain planning

<sup>3</sup> Insert details of any persons holding legal charges over the Land or delete if no chargees.

obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.

- 2.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which 14 Marshgate Lane is located.
- 2.3 The Covenantor confirms to and covenants with the LPA that from the date of this Supplemental Agreement its freehold interest in 14 Marshgate Lane is bound by the obligations, covenants and undertakings of the Principal Agreement contained within clause 2.4 below and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind 14 Marshgate Lane and, subject to clauses 2.6 and 2.7 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Applicant in the Principal Agreement are entered into by the Covenantor with the intent that they shall be enforceable not only against the Covenantor but also against any successors in title to or assigns of the Covenantor and/or any person claiming through or under the Covenantor an interest or estate in 14 Marshgate Lane (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of 14 Marshgate Lane in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it.
- 2.4 The obligations, covenants and undertakings referred to in clause 2.3 are those contained within the following Schedules of the Principal Agreement:
- 2.4.1 Schedule 1B, Schedule 3B, Schedule 5B, Schedule 8B, Schedule 9B;
- 2.4.2 Schedule 10, Schedule 11, Schedule 12, Schedule 13 and Schedule 14.
- 2.5 For the purposes of this Supplemental Agreement in respect of each of the Schedules referred to in clause 2.4.2 those Schedules shall be read as if:
- 2.5.1 all references to the Applicant are to the Covenantor; and
- 2.5.2 all references to the W14 Land are to the 14ML Land
- 2.5.3 all references to the W14 Development are to the 14ML Development
- 2.6 The LPA covenants with the Covenantor in respect of 14 Marshgate Lane to perform the obligations, covenants and undertakings on their part contained in the Principal Agreement that relate to the 14ML Development.
3. **[CHARGEЕ CONSENT**
- 3.1 The Chargee acknowledges and declares that:-
- 3.1.1 this Supplemental Agreement has been entered into by the Covenantor and the LPA with its consent;
- 3.1.2 14 Marshgate Lane shall be bound by the obligations contained in this Supplemental Agreement; and
- 3.1.3 the security of the mortgagee over 14 Marshgate Lane shall take effect subject to this Supplemental Agreement.
- 3.2 The Chargee being a full member of the Council of Mortgage Lenders or otherwise approved in writing by the LPA on a case-by-case basis will be liable only for any breach of the provisions of

this Supplemental Agreement during such period as he is a Chargee in possession of 14 Marshgate Lane.]<sup>4</sup>

4. **LOCAL LAND CHARGE**

This Supplemental Agreement is a local land charge and shall be registered as such.

**IN WITNESS** whereof the parties have executed this Supplemental Agreement as a deed the day and year first above written

---

<sup>4</sup> Delete if the Land is not charged.

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

in the presence of : - )

.....

Authorised Signatory

**[EXECUTED** as a deed by [the )  
Covenantor] )

acting by:- )

.....  
**Director**

.....  
**Director/Secretary**

**EXECUTED** as a deed by )

[the Covenantor] )  
in the presence of:- )

.....

Signature of witness: .....

Name of witness: .....

Address of witness: .....

.....

Occupation of witness: .....

]<sup>5</sup>

---

<sup>5</sup> Delete as appropriate.

[EXECUTED as a deed by [Chargee]  
acting by:-

)  
)

.....  
**Director**

.....]<sup>6</sup>  
**Director/Secretary**

---

<sup>6</sup> Delete if the Land is not charged.

**APPENDIX TO SUPPLEMENTAL AGREEMENT**

**Plan of 14 Marshgate Lane**

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 December 2018 shows the state of this title plan on 07 December 2018 at 15:16:44. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Telford Office .

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H.M. LAND REGISTRY

TITLE NUMBER

EGL 167024

ORDNANCE SURVEY  
PLAN REFERENCE

TQ 3783 3883

Scale

1/1250 Enlarged from 1/2500

GREATER LONDON

LONDON BOROUGH of NEWHAM

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