

- (1) OLYMPIC DELIVERY AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM
- (3) STRATFORD CITY DEVELOPMENTS LIMITED
- (4) LDC (STRATFORD) LIMITED PARTNERSHIP

## PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and sections 4 and 5 of the London Olympic Games and Paralympic Games Act 2006 and all other powers enabling

relating to Plot S25, Zone 1, Stratford City, London E15



Pinsent Masons

## CONTENTS

Clause		Page
1	INTERPRETATION	3
2	EFFECT OF THIS AGREEMENT	10
3	CONDITIONALITY	11
4	SCDL'S AND THE DEVELOPER'S COVENANTS WITH THE LOCAL PLANNING AUTHORITY AND THE COUNCIL	11
5	COUNCIL'S COVENANTS WITH SCDL AND THE DEVELOPER	12
6	ADVANCE NOTIFICATIONS	12
7	NOTICES	12
8	SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	14
9	VERIFICATION AND ENFORCEMENT	14
10	DISPUTE RESOLUTION	15
11	NO WAIVER	16
12	DUTY TO ACT REASONABLY AND IN GOOD FAITH	16
13	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	16
14	PARTIES NOT TO ENCUMBER	16
15	INDEX LINKED PAYMENTS	16
16	CONSTRUCTION TRAINING AND RECRUITMENT SERVICES CONTRIBUTIONS	16
17	JURISDICTION AND LEGAL EFFECT	17
18	LEGAL FEES	17
20	EXECUTION	18
	SCHEDULE 1	19
	PART 1 – STUDENT ACCOMMODATION CASCADE MECHANISM	20
	PART 2 - EMPLOYMENT TRAINING	22
	PART 3 - CONTRIBUTIONS	24
	PART 4 - TRANSPORT	26
	SCHEDULE 2	29
	APPENDIX 1	31
	APPENDIX 2	32

THIS AGREEMENT is made on

29 March

2012

**BETWEEN:-**

- (1) **OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, One Churchill Place, Canary Wharf, London E14 5LN (the "**Local Planning Authority**");
- (2) **THE MAYOR AND BURGESES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London, E16 2QU (the "**Council**").
- (3) **STRATFORD CITY DEVELOPMENTS LIMITED** (Company No 04261851) whose registered office is at 6th Floor, Midcity Place, 71 High Holborn, London WC1V 6EA ("**SCDL**")
- (4) **LDC (STRATFORD) LIMITED PARTNERSHIP**(a limited partnership incorporated in England and Wales with Registration Number LP014342) whose registered office is at The Core, 40 St Thomas Street, Bristol BS1 6JZ (the "**Developer**")

**RECITALS**

**WHEREAS:-**

- (A) The Local Planning Authority exercises the functions of the local planning authority for the Site pursuant to section 5 of the Olympic Act and the Olympic Delivery Authority (Planning Functions) Order 2006 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Council is a local authority for the purposes (inter alia) of the Local Government Act 1972 and the 1974 Act and further retains certain functions in respect of the area within which the Site is situated, including functions in respect of education and training. Accordingly, the Parties agree that it is appropriate for the Council to receive and apply the Construction Training Contribution and the Recruitment Services Contribution and to be consulted on various provisions set out in Parts 2 and 4 of Schedule 1 of this Agreement.
- (C) SCDL is the freehold owner of the Site.
- (D) By virtue of the Agreement for Lease the Developer has an equitable interest in the Lease Area and is entitled, subject to the satisfaction of certain conditions including the grant of planning permission, to take the Lease of the Lease Area.
- (E) Upon the grant of the Lease, the provisions of Clauses 2.3 and 2.4 will operate so that the obligations, covenants and undertakings on the part of SCDL in this Agreement shall be enforceable by the Local Planning Authority and the Council (in relation to obligations, covenants and undertakings given to it) not only against SCDL but also against the Developer as a person claiming through or under SCDL a leasehold interest in the Lease Area.
- (F) SCDL and the Developer submitted the Planning Application to the Local Planning Authority on 3 October 2011.
- (G) On 13 December 2011 the Local Planning Authority resolved to grant the Planning Permission subject to the completion of this Agreement.
- (H) 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, sections 4 and 5 of the Olympic Act, section 16 of the 1974 Act and all other powers enabling.

## OPERATIVE PROVISIONS:-

### 1. INTERPRETATION

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

"1974 Act"	the Greater London Council (General Powers) Act 1974
"1990 Act"	Town and Country Planning Act 1990
"Academic Year"	the academic year of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution
"Agreement for Lease"	an agreement for lease dated 29 July 2011 between (1) SCDL and (2) the Developer and LDC Holdings PLC
"Anticipated Coach Park Operation Date"	the date that SCDL informs the Local Planning Authority and the Council as the likely date of first Operation of the Coach Park Facility or any revised date notified to the Local Planning Authority and the Council by SCDL and the Developer pursuant to Clause 6.2
"Apprentices"	people with employed status as apprentices and studying to NVQ or equivalent and "Apprenticeships" shall be construed accordingly
"Approved Drawings"	the drawings prepared by the Architect to be approved by the Planning Permission
"Architect"	Building Design Partnership as specified in the Design and Access Statement as being the architects responsible for the design of the Development
"Blue Badge Parking"	parking for holders of a Blue Badge who are working at or resident at or generally attending the Development
"Blue Badge"	a badge issued by a local authority under the Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 for display on a motor vehicle driven by a disabled person, including any replacement badge issued in accordance with the said regulations and any scheme substituted for it
"Bus Network Contribution"	the sum of sixty thousand pounds (£60,000) (Indexed)
"Business Day"	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive
"Car Parking Permit"	a permit issued by the Council permitting the holder to park a private motor vehicle within the London Borough of Newham

<b>"Coach Parking Facility"</b>	the land shown edged red on drawing numbers AP00_20 Revision R and AP01_20 Revision N which are attached to this Agreement at Appendix 1
<b>"Commencement Date"</b>	the date upon which the Development is Commenced
<b>"Commencement"</b>	<p>the carrying out of a material operation as defined in section 56(4) of the 1990 which for the avoidance of doubt shall for the purpose of this Agreement only exclude:</p> <ul style="list-style-type: none"> <li>• Site clearance</li> <li>• Site investigation and remediation</li> <li>• Archaeological investigation</li> <li>• Temporary site hoardings</li> <li>• Temporary means of access</li> </ul> <p>and <b>"Commenced"</b> shall be construed accordingly</p>
<b>"Completed"</b>	means in relation to any works of construction forming part of the Development, the date of issue of a certificate of practical completion of those works by the SCDL's and the Developer's contract administrator
<b>"Comply"</b>	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and <b>"Compliance"</b> and <b>"Complied"</b> shall be construed accordingly
<b>"Consent"</b>	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation however expressed
<b>"Construction Training Contribution"</b>	the sum of fifty thousand pounds (£50,000) (Indexed)
<b>"Council's Workplace Project"</b>	a one-stop shop for jobs and enterprise, bringing together Jobcentre Plus, the Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers which includes support for local unemployed and under-employed people, access to training provision and business support services as well as supporting local firms' recruitment needs
<b>"DAISYS Contribution"</b>	the sum of twenty thousand pounds (£20,000) (Indexed)
<b>"Design and Access Statement"</b>	the Developer's design and access statement accompanying the Planning Application
<b>"Design Monitoring Contribution"</b>	a single design monitoring contribution of £25,000 (twenty five thousand pounds) (Indexed) to be paid by the SCDL and the Developer to the Local Planning Authority in the event that the original architect is not retained to RIBA Stage L (or equivalent)

<b>"Development"</b>	the development of the Site with the erection of a building varying in height from 12 to 25 storeys (maximum height +90m AOD) to provide 891 single study bedrooms, arranged in clusters with communal kitchen areas, and 60 studios for student accommodation with provision of ancillary communal and office areas at ground and first floor and landscaped amenity area, together with the provision of 11 coach parking bays and coach operators facilities utilising existing access and egress to/from the Site authorised by the Planning Permission
<b>"Educational Staff"</b>	teaching or research staff working for an End User
<b>"End User"</b>	any educational establishment or institution to be attended by Students
<b>"Expert"</b>	the expert appointed in accordance with the provisions of Clause 10 to determine a dispute
<b>"First Phase"</b>	the period of time specified in paragraph 2.1 of Part 1 of Schedule 1
<b>"Games"</b>	the Olympic Games and the Paralympic Games
<b>"Higher Education Institution"</b>	an institution supported by the Higher Education Funding Council for England and delivering higher education to students in England or such other education institution as shall be agreed between the Local Planning Authority, the Council and the Developer from time to time
<b>"Indexed"</b>	indexed in accordance with the provisions of Clause 15
<b>"Labour Forecast"</b>	an outline report on the likely construction jobs requirement in relation to the Development, such outline report to include details of the scope and quantum of such jobs and a breakdown of jobs into skills categories
<b>"Lease"</b>	the lease of the Lease Area to be granted to the Developer in accordance with the terms of the Agreement for Lease
<b>"Lease Area"</b>	<p>the area of the Site that is the subject of the Agreement for Lease and which is to be demised pursuant to the Lease being those parts of the Site:</p> <ul style="list-style-type: none"> <li>• at a height of 7 metres AOD and shown edged red on Lease Plan 1; and</li> <li>• at a height of above 7 metres AOD and below a height of 13 metres AOD and shown edged red on Lease Plan 2; and</li> <li>• at and above a height of 13 metres AOD and below a height of 90 metres AOD shown edged red on Lease Plan 3.</li> </ul>

<b>"Lease Plan 1"</b>	the plan attached to this Agreement at Appendix 1 and marked "Lease Plan 1"
<b>"Lease Plan 2"</b>	the plan attached to this Agreement at Appendix 1 and marked "Lease Plan 2"
<b>"Lease Plan 3"</b>	the plan attached to this Agreement at Appendix 1 and marked "Lease Plan 3"
<b>"Monitoring Fee"</b>	the sum of two thousand five hundred pounds (£2,500) representing payment of the Council's costs for monitoring SCDL's and the Developer's compliance with their obligations under Part 2
<b>"Occupation"</b>	beneficial occupation of the Student Accommodation for the purposes permitted by the Planning Permission but not including occupation for staff training or by personnel engaged in construction fitting out security or marketing and <b>"Occupy"</b> and <b>"Occupied"</b> shall be construed accordingly
<b>"Operation"</b>	operation of the Coach Park Facility for the purposes permitted by the Planning Permission but not including use by personnel engaged in construction fitting out security or marketing
<b>"Olympic Act"</b>	London Olympic Games and Paralympic Games Act 2006
<b>"Olympic Games"</b>	the international sporting event known as the Olympic Games to be held in London in 2012 and scheduled to start with a formal opening ceremony on 27 July 2012 and end with formal closing ceremony on 12 August 2012
<b>"Olympic Park"</b>	the whole of the area within the red line boundary of the planning permission known as the Olympic, Paralympic and legacy transformation planning permission dated 28 September 2007 with reference 07/90010/OUMODA
<b>"Paralympic Games"</b>	the international sporting event known as the Paralympic Games to be held in London in 2012 and scheduled to start with a formal opening ceremony on 29 August 2012 and end with a formal closing ceremony on 9 September 2012
<b>"Parties"</b>	the parties to this Agreement and the word <b>"Party"</b> shall mean any one of them
<b>"Planning Application"</b>	the application for planning permission submitted to the Local Planning Authority and allocated reference number 11/90618/FUMODA
<b>"Planning Permission"</b>	the planning permission subject to conditions that may be granted by the Local Planning Authority following the determination of the Planning Application for the proposals within the Planning Application, a draft of which is contained in Appendix 2

<b>"Recruitment Services Contribution"</b>	means the sum of fifty thousand pounds (£50,000) (Indexed)
<b>"Replacement Architect"</b>	an independent senior architect or firm of architects retained by SCDL and the Developer in connection with the Development with whom the Local Planning Authority has expressed its reasonable satisfaction pursuant to paragraph 5 of Part 3 to Schedule 1 hereto
<b>"Requisite Consents"</b>	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders or other Consents under the Highways Act 1980 and 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>"Residency Agreement"</b>	a tenancy or licence of a Student Accommodation Unit between the Developer and a Student;
<b>"Residency Term"</b>	the term of a Residency Agreement;
<b>"RPI"</b>	the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted for it
<b>"S73 Consent"</b>	a planning permission granted by the Local Planning Authority following the determination of a planning application made pursuant to section 73 of the 1990 Act to carry out the development authorised by the Planning Permission without complying with a condition or conditions subject to which the Planning Permission was granted
<b>"Second Phase"</b>	the period of time specified in paragraph 2.2 of Part 1 of Schedule 1
<b>"Site"</b>	the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan reference AP00_00 Revision C
<b>"Stratford City Consent"</b>	outline planning permission reference 07/90023/VARODA granted on 13 November 2007 by the Local Planning Authority
<b>"Stratford City Site"</b>	the whole of the area within the red line boundary of the Stratford City Consent
<b>"Students"</b>	students enrolled in a full-time higher education course at a Higher Education Institution and "Student" shall be construed accordingly;
<b>"Student Accommodation"</b>	collectively the self-contained single occupancy studio units and the shared facility student apartments contained within and forming part of the Development and to be used exclusively by Students and / or Educational Staff;



<b>"Student Accommodation Unit"</b>	any one studio unit or single bedroom unit forming part of the Student Accommodation;
<b>"TfL"</b>	Transport for London
<b>"Travel Plan"</b>	a travel plan for the Development prepared in accordance with paragraph 1 of Part 4 of Schedule 1, the objective of which shall be to promote and support sustainable means of transport for persons working at or resident at or generally attending the Development
<b>"Zone 1 Agreement"</b>	the agreement dated 18 June 2009 made pursuant to section 106 of the 1990 Act and other relevant powers between (1) the Local Planning Authority (2) the Council (3) the Secretary of State for Transport (4) London & Continental Railways Limited (5) SCDL and (6) TfL as varied and as such agreement may be varied from time to time
<b>"Zone 1 Travel Plan"</b>	has the meaning given in the Zone 1 Agreement

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 of or appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule of this Agreement;
- (c) Part is to a part of Schedule 1;
- (d) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (e) Recital is to a recital to this Agreement; and
- (f) 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 the content of any plans is for identification purposes only;

- 1.2.5 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made, given or submitted in writing;
- 1.2.6 references to the Site include any part of it;
- 1.2.7 references to the Local Planning Authority comprise the Olympic Delivery Authority in its capacity as local planning authority and include its successors to the functions of the Local Planning Authority;
- 1.2.8 references to the Council include its statutory successors to the functions pursuant to which the Council has entered into this Agreement;
- 1.2.9 references to SCDL include:-
- (a) persons deriving title from SCDL;
  - (b) persons claiming through or under SCDL an interest or estate in the Site; and
  - (c) SCDL's successors, assigns, transferees
- 1.2.10 references to the Developer include:-
- (a) persons deriving title from the Developer;
  - (b) persons claiming through or under the Developer an interest or estate in the Site; and
  - (c) the Developer's successors, assigns, transferees and persons for the time being assuming the relevant obligations and/or rights of SCDL;
- 1.2.11 "including" means "including without limitation";
- 1.2.12 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;
- 1.2.13 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.14 where two or more people form a single Party to this Agreement the obligations, covenants and undertakings on the part of that Party may be enforced against them all jointly or against each of them individually;
- 1.2.15 where in this Agreement there is reference to using reasonable endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals, within ten Business Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s); and
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 This "Agreement" includes the Schedules and Recitals to this Agreement.
- 1.5 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.

- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other Consent to be given or made by the Local Planning Authority such expression of satisfaction certificate approval agreement or other Consent shall be requested in writing and the Local Planning Authority shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 10 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 agreement or other Consent for the purposes of this Agreement.

## 2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to:-
- 2.1.1 section 106 of the 1990 Act;
  - 2.1.2 sections 4 and 5 of the Olympic Act;
  - 2.1.3 section 111 of the Local Government Act 1972;
  - 2.1.4 section 16 of the Greater London Council (General Powers) Act 1974; and
  - 2.1.5 all other powers so enabling
- 2.2 The Local Planning Authority is the local planning authority having the power to enforce the planning obligations contained in this Agreement.
- 2.3 So far as the obligations, covenants and undertakings in this Agreement are given by or to the Council 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 Council.
- 2.4 The obligations, covenants and undertakings on the part of SCDL in this Agreement are planning obligations in so far as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and (so far as the same are entered into with or given to the Council) are obligations, covenants or undertakings in pursuance of section 16 of the 1974 Act and are given so as to bind SCDL's freehold interest in the Site (as referred to in Recital C) and with the intent that they shall be enforceable by the Local Planning Authority and/or (so far as the same are entered into with or given to the Council) by the Council not only against SCDL but also against any successors in title to or assigns of or transferees of SCDL and/or any person claiming through or under SCDL an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of sections 4 and 5 of the Olympic Act.
- 2.5 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations in so far as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and so as to bind the Developer's equitable interest in the Site (as referred to in Recital D) and with the intent that they shall be enforceable by the Local Planning Authority not only against the Developer but also against any successors in title to or assigns of or transferees of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of sections 4 and 5 of the Olympic Act.

- 2.6 Save to the extent that the same would be lawful or in equity enforceable nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Local Planning Authority or the Council of any of their statutory powers functions or discretions.
- 2.7 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 his entire interest in the Site or his interest in that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.8 No obligation, covenant or undertaking in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation, covenant or undertaking relates.
- 2.9 This Agreement is a local land charge and shall be registered as such by the Council.
- 2.10 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge the Local Planning Authority shall as soon as reasonably practicable notify SCDL, the Developer and the Council of the bringing of such proceedings or challenge.
- 2.11 This Agreement and the obligations, covenants and undertakings which it contains shall (apart from this Clause and paragraph 1.3 of Schedule 2) lapse and be extinguished automatically if (and from the date that) the Planning Permission:-
- 2.11.1 lapses without the Development being Commenced; or
  - 2.11.2 is quashed, revoked or (without the consent of SCDL and the Developer) modified
- and in these circumstances the provisions of paragraph 1.3 of Schedule 2 shall apply.
- 2.12 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

### 3. **CONDITIONALITY**

This Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

### 4. **SCDL'S AND THE DEVELOPER'S COVENANTS WITH THE LOCAL PLANNING AUTHORITY AND THE COUNCIL**

- 4.1 Subject to Clause 4.2, SCDL and the Developer each covenant with the Local Planning Authority and, in respect of paragraphs 1 and 3 of Part 3 of Schedule 1, separately with the Council that they will jointly and severally:-
- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings specified in Schedule 1; and
  - 4.1.2 use all reasonable endeavours to ensure that the Architect is instructed by the Developer to oversee the detailed design matters to maintain the original design concept of the Development.

4.2 The discharge of any of the obligations, covenants and undertakings contained in this Agreement by either SCDL or the Developer (and subject to the Local Planning Authority being satisfied as to such discharge) shall operate so as to release the other from any liability in respect of such obligations, covenants and undertakings.

5. **COUNCIL'S COVENANTS WITH SCDL AND THE DEVELOPER**

The Council covenants with each of SCDL and the Developer that the Council will perform and Comply with the obligations, covenants and undertakings on its part in Schedule 2.

6. **ADVANCE NOTIFICATIONS**

6.1 **Commencement of the Development**

6.1.1 SCDL and the Developer shall:-

- (a) notify the Local Planning Authority at least one month prior to the date that the Development is intended to be Commenced of the intended date for Commencement of the Development;
- (b) as soon as practicable, notify the Local Planning Authority of any revised date for the Commencement of the Development (subject always to the requirement to give at least one week prior notice of the intended date for Commencement of the Development); and
- (c) notify the Local Planning Authority of the Commencement Date within five Business Days of the Commencement Date occurring.

6.2 **Occupation of the Development**

6.2.1 SCDL and the Developer shall:-

- (a) notify the Local Planning Authority and the Council at least six months prior to the intended date for first Occupation of the Development of the intended date for first Occupation of the Development;
- (b) as soon as practicable, notify the Local Planning Authority and the Council of any revised date for first Occupation of the Development (subject always to the requirement to give at least four months prior notice of the intended date for first Occupation of the Development); and
- (c) notify the Local Planning Authority and the Council of the date that the Development was first Occupied within five Business Days of the date that the Development was first Occupied.

7. **NOTICES**

7.1 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:-

7.1.1 if delivered by hand, the next Business Day after the day of delivery; and

7.1.2 if sent by first class post or recorded delivery post, the day two Business Days after the date of posting.

7.2 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 Business Days' notice:-

**Local Planning Authority:**

Head of Development Control (For the Attention of: Vivienne Ramsey)  
Olympic Delivery Authority - Planning Decisions Team  
Mailpoint 32B - 23rd Floor  
One Churchill Place  
Canary Wharf  
London E14 5LN

with a copy to:

Chief Planner, Local Planning Authority (For the Attention of: Anthony Hollingsworth)  
Olympic Delivery Authority - Planning Decisions Team  
Mailpoint 32B - 23rd Floor  
One Churchill Place  
Canary Wharf  
London E14 5LN

**Council:**

Head of Development Control (Major Applications)  
Strategic Regeneration, Planning and Olympic Legacy  
London Borough of Newham  
Newham Dockside  
1000 Dockside Road  
London  
E16 2QU

with a copy to:

Head of Legal Services  
London Borough of Newham  
Newham Dockside  
1000 Dockside Road  
London  
E16 2QU

**SCDL:**

The Company Secretary  
Stratford City Developments Limited  
6th Floor  
Midcity Place  
71 High Holborn  
London  
WC1V 6EA

**The Developer:**

The Company Secretary  
Unite Group Plc  
The Core  
40 St Thomas Street  
Bristol  
BS1 6JZ

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

**8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

- 8.1 Without prejudice to the Town and Country Planning (Fees For Applications And Deemed Applications) Regulations 1989 and the Town and Country Planning (Development Management Procedure) (England) Order 2010 both of which shall take precedence at all times over this Clause 8.1, where in the opinion of SCDL or the Developer any obligation, covenant, undertaking or other provision on the part of SCDL or the Developer contained in this Agreement has been satisfied wholly or in part or any condition attached to the Planning Permission has been complied with wholly or in part, SCDL or the Developer shall be entitled to apply to the Local Planning Authority for a notification to that effect, and where the Local Planning Authority (having first consulted with the Council on any obligations, covenants or undertakings given to the Council) considers that the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) or condition has been complied with (wholly or in part) the Local Planning Authority shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site or condition has been complied with in relation to part of the Site.

- 8.2 Where in the opinion of the Local Planning Authority, any obligation, covenant, undertaking or other provision on the part of the Local Planning Authority contained in this Agreement has been satisfied wholly or in part, the Local Planning Authority shall be entitled to apply to SCDL and the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) SCDL and the Developer shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

- 8.3 Where in the opinion of the Council, any obligation, covenant, undertaking or other provision on the part of the Council contained in this Agreement has been satisfied wholly or in part, the Council shall be entitled to apply to SCDL and the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) SCDL and the Developer shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

**9. VERIFICATION AND ENFORCEMENT**

SCDL and the Developer shall permit the Local Planning Authority and (subject to the proviso to this clause) the Council together with their respective authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice for the purpose of verifying whether or not the obligations

contained in this Agreement are being performed and Complied with PROVIDED THAT the Council shall only be permitted to enter upon the Site and the said buildings for the purposes of ascertaining whether paragraphs 1 and 3 of Part 3 of Schedule 1 are being performed and Complied with and PROVIDED FURTHER THAT the Local Planning Authority or (as the case may be) the Council shall make good any damage caused by the Local Planning Authority or the Council or their respective authorised employees, agents, surveyors or other representatives during the carrying out of such verification.

## 10. DISPUTE RESOLUTION

10.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement the same may be referred to the Expert by any Party notifying the other Parties of such intention (the "Notice").

10.2 The Notice must specify:-

10.2.1 the nature, basis and brief description of the dispute;

10.2.2 the Clause of this Agreement or paragraph of a Schedule of this Agreement in respect of which the dispute has arisen; and

10.2.3 the proposed Expert.

10.3 The Expert shall be an independent person of at least ten years standing in the area of expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within ten Business Days after the date of the Notice then any Party may request:-

10.3.1 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;

10.3.2 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;

10.3.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert; and

10.3.4 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

10.3.5 in all other cases, the President of the Law Society to nominate the Expert.

10.4 If the dispute shall relate to matters falling within two or more of Clauses 10.3.1 to 10.3.5 above, the Parties may agree to appoint joint Experts and in the event that the Parties are unable to agree whom should be appointed as joint Experts, the Parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 10.3.1 to 10.3.5 to act as joint Experts.

10.5 The Expert shall act as an expert and not as an arbitrator and 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.

10.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the



Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Business Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act and duties imposed by the Olympic Act in reaching his decision.

- 10.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to him within ten Business Days from the date of his appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material.

11. **NO WAIVER**

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

12. **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.

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

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

14. **PARTIES NOT TO ENCUMBER**

SCDL and the Developer shall not encumber or otherwise deal with their respective interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out save where planning permission is granted after the date of this Agreement for an alternative development of the Site **PROVIDED THAT** this Clause 14 shall not restrict SCDL and the Developer from encumbering or otherwise dealing with its interest in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Agreement.

15. **INDEX LINKED PAYMENTS**

Each of the Construction Training Contribution, the Recruitment Services Contribution, the Bus Network Contribution and the DAISYS Contribution will be increased by reference to the amount of the quarterly increase in RPI from the date of this Agreement until the date (which immediately precedes the date on which such sums are paid) on which the quarterly figure was last published.

16. **CONSTRUCTION TRAINING AND RECRUITMENT SERVICES CONTRIBUTIONS AND BUS NETWORK AND DAISYS CONTRIBUTIONS**

- 16.1 To the extent that the obligations hereunder on the part of the Developer and SCDL to pay the Construction Training Contribution and the Recruitment Services Contribution are planning obligations then whilst for the purposes of sub-section 106(1)(d) of the 1990 Act the Local Planning Authority is the authority to which payments are to be made pursuant to the said section, in the interests of administrative efficiency and in recognition of the fact that the Construction Training Contribution and the Recruitment Services Contribution are made as contributions towards matters in respect of which

the Council has the relevant responsibility and/or is the appropriate authority to apply the sums in question to the specified purposes then the Local Planning Authority hereby nominates the Council as the beneficiary of the Construction Training Contribution and the Recruitment Services Contribution **PROVIDED THAT** for the avoidance of doubt this shall not affect or prejudice the Council's ability to enforce the said obligations against the Developer and/or SCDL as obligations, covenants or undertakings given in pursuance of section 16 of the 1974 Act.

16.2 In respect of the Construction Training Contribution and the Recruitment Services Contribution:-

16.2.1 SCDL and the Developer shall advise the Local Planning Authority that payment of the Construction Training Contribution and the Recruitment Services Contribution has been made within five Business Days of making each payment; and

16.2.2 the Council shall advise the Local Planning Authority of receipt of the payments referred to in Clause 16.2.1, such notification to be given within ten Business Days of such receipt.

16.3 To the extent that the obligations hereunder on the part of the Developer and SCDL to pay the Bus Network Contribution and the DAISYS Contribution are planning obligations then whilst for the purposes of sub-section 106(1)(d) of the 1990 Act the Local Planning Authority is the authority to which payments are to be made pursuant to the said section, in the interests of administrative efficiency and in recognition of the fact that the Bus Network Contribution and the DAISYS Contribution are made as contributions towards matters in respect of which TfL has the relevant responsibility and/or is the appropriate authority to apply the sums in question to the specified purposes then the Local Planning Authority hereby nominates TfL as the beneficiary of the Bus Network Contribution and the DAISYS Contribution.

16.4 In respect of the Bus Network Contribution and the DAISYS Contribution SCDL and the Developer shall advise the Local Planning Authority that payment of the Bus Network Contribution and the DAISYS Contribution has been made within five Business Days of making each payment.

## 17. JURISDICTION AND LEGAL EFFECT

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

17.2 The provisions of this Agreement (other than this Clause 17.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

## 18. LEGAL FEES

18.1 The Developer agrees that it will on completion of this Agreement pay the Local Planning Authority's legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Local Planning Authority in relation to the negotiation and completion of this Agreement) up to a maximum of £10,000 plus VAT.

## 19. JUDICIAL REVIEW

19.1 If either this Agreement or the Planning Permission are the subject of any judicial review proceedings (including application for permission to apply for judicial review or an application under section 288 of the 1990 Act) then from the date that the Local Planning Authority or the Council is aware of such proceedings:

19.1.1 the Local Planning Authority or the Council shall forthwith notify SCDL and the Developer of such proceedings; and

19.1.2 the requirement to Comply or to Comply further with the planning obligations shall be suspended temporarily until the final disposal of the relevant legal proceedings at which time, if the Planning Permission or the Agreement has not been quashed, the requirement to Comply or to Comply further with the planning obligations (as may be varied by order of the Court) shall recommence and any time-limits for compliance with the planning obligations set out in this Agreement shall be extended by the period of the suspension under this clause.

19.2 Notwithstanding Clause 19.1 where the SCDL and the Developer either Commences Development or carries out any further works pursuant to the Planning Permission this Agreement shall remain in full force and effect.

## 20. **EXECUTION**

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

## **SCHEDULE 1**

### **SCDL'S AND THE DEVELOPER'S OBLIGATIONS**

- Part 1 Student Accommodation Cascade Mechanism
- Part 2 Employment and Training
- Part 3 Contributions
- Part 4 Transport

## PART 1

### STUDENT ACCOMMODATION CASCADE MECHANISM

- SCDL and the*
1. *The* Developer covenants with the Local Planning Authority as follows:
    - 1.1 To ensure that the Student Accommodation is used and occupied for (and subject to paragraph 3 of this Part) no purpose other than its authorised purpose as accommodation for Students for a period of 51 weeks per year.
    - 1.2 To use reasonable endeavours to only enter into Residency Agreements with Students enrolled on courses provided by Higher Education Institutions.
  2. Unless otherwise agreed with the Local Planning Authority SCDL and the Developer covenant to offer the Student Accommodation to Students in the following cascade sequence:
    - 2.1 Without prejudice to paragraph 2.3 prior to 1 November in a year prior to the year in which a Student Accommodation Unit is available for occupation to use reasonable endeavours to enter into a Residency Agreement with any Student enrolled on a course at a Higher Education Institution located within the London Borough of Newham. Such occupation shall be for a Residency Term for the Academic Year commencing in the following year in which the Residency Agreement is entered into;
    - 2.2 If and to the extent that the Student Accommodation is not entirely occupied in the First Phase then for the period between 1 November and 31 December in a year prior to the year in which a Student Accommodation Unit is available for occupation to use reasonable endeavours to enter into a Residency Agreement with any Student enrolled on a course at a Higher Education Institution located within any of the London Boroughs of Newham, Greenwich, Tower Hamlets, Hackney, Waltham Forest, Redbridge and Barking. Such occupation shall be for a Residency Term for the Academic Year commencing in the following year in which the Residency Agreement is entered into;
    - 2.3 If and to the extent that the Student Accommodation is not entirely occupied in the Second Phase then for the period from 1 January and throughout the Academic Year commencing in the year from 1 January in that year to be able to offer a Residency Agreement for any available Student Accommodation Unit with any Student enrolled on a course at a Higher Education Institution for a Residency Term for the remainder of the Academic Year which is running at the time in which the Residency Agreement is entered into.
  3. Outside of periods of usual term time for Higher Education Institutions the Student Accommodation may be let:
    - 3.1 to any student enrolled on a recognised educational course; and
    - 3.2 as temporary accommodation for uses related to the End User educational operations including (without limitation) the housing of temporary 'summer school' students.
  4. SCDL and the Developer covenant to ensure that the Student Accommodation is used at all times as a single planning unit and that:
    - 4.1 no part of the Student Accommodation shall at any time be used as separate, independent self contained dwelling unit not forming part of the single planning unit; and

*Fixed Masons  
Ltd, authorised  
by and on  
behalf of  
all parties*

4.2 no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions of this Part 1.

## PART 2

### EMPLOYMENT TRAINING

1. SCDL and the Developer covenant to use their reasonable endeavours to maximise the number of construction employment and training opportunities arising from the Development that are made available to residents in the London Borough of Newham.
2. Notwithstanding the generality of paragraph 1 of this Part 2 SCDL and the Developer shall use reasonable endeavours to meet the targets identified in the table below in respect of construction jobs arising from the Development:

Construction jobs in addition to Apprenticeships	50 shall be from the London Borough of Newham
Apprenticeships in addition to construction jobs	5

3. No later than 6 months prior to the Commencement Date SCDL and the Developer shall submit to the Council the Labour Forecast for inclusion within the Council's Workplace Project.
4. From the date the Planning Permission is granted until first Occupation of the Development SCDL and the Developer shall:
  - 4.1 at least once per month meet with a representative of the Council's Workplace Project to discuss and identify employment opportunities arising from the Development;
  - 4.2 whenever new employment opportunities arise as a result of the Development to submit details of such employment opportunities to the Council's Workplace Project as soon as reasonably practicable;
  - 4.3 at least once per month allow a representative of the Council's Workplace Project to meet with SCDL and the Developer's sub-contractors to discuss and identify employment opportunities arising from the Development; and
  - 4.4 allow staff from the Council's Workplace Project to have access to the Site on reasonable prior notice.
5. Quarterly until first Occupation of the Development SCDL and the Developer shall obtain and present monitoring information to the Council and the Local Planning Authority on the number of residents of the London Borough of Newham and the number of Apprentices who are working at the Development and such information shall include:
  - (A) full postcode;
  - (B) gender;
  - (C) age group (16-25; 26-35; 36-45; 46-55; and over 55);
  - (D) job title;
  - (E) full or part-time;
  - (F) ethnicity (using census categories);

- (G) disability;
- (H) previous employment status (unemployed or employed); and
- (I) length of residence in Newham (less than 3 months; 3 - 6 months; 6 - 12 months; 1 - 2 years; 2 – 5 years; 5 – 10 years; more than 10 years).

**PROVIDED THAT** SCDL and the Developer are not prevented from doing so by any rule of law whether domestic or international and the information required to be provided under this paragraph 5 of this Part 2 is requested from employees in accordance with data protection requirements and in such a way that the employee is made aware that the information provided is to be disclosed to a third party for monitoring purposes and in a manner which gives the employee the ability to agree or refuse to agree to the information being disclosed.

6. **OCCUPATION RESTRICTIONS**

Unless otherwise agreed in writing with the Local Planning Authority (in consultation with the Council), the Development shall not be Occupied unless and until the Council has confirmed to the Local Planning Authority that SCDL and the Developer have complied with their obligations under this Part 2 such confirmation not to be unreasonably delayed or withheld.



## PART 3

### CONTRIBUTIONS

#### 1. EMPLOYMENT AND RECRUITMENT CONTRIBUTIONS

- 1.1 At least 6 months prior to the Commencement Date, SCDL and the Developer shall pay to the Council the Construction Training Contribution, the Recruitment Services Contribution and the Monitoring Fee.
- 1.2 SCDL and the Developer shall confirm their compliance with paragraph 1.1 of this Part 3 in the notice served on the Local Planning Authority pursuant to Clause 6.1.1(a).

#### 2. BUS NETWORK AND DAISYS CONTRIBUTIONS

- 2.1 Prior to Occupation of the Student Accommodation SCDL and the Developer shall pay to TfL the Bus Network Contribution and either:
- 2.1.1 the DAISYS Contribution; or
- 2.1.2 install in the Development a transport information system of equivalent standard to the DAISYS system such alternative to be agreed in writing with TfL.
- 2.2 SCDL and the Developer shall confirm their compliance with paragraph 2.1 of this Part 3 in the notice served on the Local Planning Authority pursuant to Clause 6.2.

#### 3. COMMENCEMENT RESTRICTIONS

The Development shall not Commence unless and until the Construction Training Contribution, the Recruitment Services Contribution and the Monitoring Fee have been paid to the Council pursuant to paragraph 1 of this Part 3.

#### 4. OCCUPATION RESTRICTIONS

Unless otherwise agreed in writing with the Local Planning Authority (in consultation with TfL), the Student Accommodation shall not be Occupied unless and until the Bus Network Contribution has been paid to TfL and either the DAISYS Contribution has been paid or the equivalent system has been installed pursuant to paragraph 2 of this Part 3.

#### 5. DESIGN MONITORING CONTRIBUTION

##### 5.1 Design Team Statement

- 5.1.1 No details required to be submitted pursuant to Condition 25 of the Planning Permission shall be submitted by SCDL and the Developer unless accompanied by a statement prepared by SCDL and the Developer specifying the design team involved in the preparation of those details (the "**Design Team Statement**").
- 5.1.2 SCDL and the Developer shall also submit a statement to the Local Planning Authority specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

##### 5.2 Change of Architect

- 5.2.1 Any statement submitted to the Local Planning Authority pursuant to paragraphs 5.1.1 and 5.1.2 that does not include the Architect as a member

of SCDL's and the Developer's design team retained in connection with the Development shall be accompanied by the payment of the Design Monitoring Contribution to the Local Planning Authority.

5.2.2 The Design Monitoring Contribution shall be applied by the Local Planning Authority towards the cost of employing or retaining design professionals to monitor the design quality of the 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 and section 3.4 of the Design and Access Statement.

5.2.3 SCDL and the Developer shall not be required to pay the Design Monitoring Contribution to the Local Planning Authority where the Architect has ceased trading or is otherwise no longer retained as a member of SCDL's and the Developer's design team in connection with the Development PROVIDED THAT SCDL and the Developer can demonstrate to the reasonable satisfaction of the Local Planning Authority that another RIBA recognised independent senior architect or firm of architects of good reputation and appropriate expertise has been retained as a member of SCDL's and the Developer's design team in connection with the Development and that such architect or firm of architects has confirmed to the Local Planning Authority that it will take responsibility for the design quality of the Development.

### 5.3 **Design Professionals**

5.3.1 The design professionals referred to in paragraph 5.2.2 may either be staff employed directly by the Local Planning Authority or third party consultants retained by the Local Planning Authority but provided that in either case they have the appropriate expertise to carry out the functions referred to in those paragraphs.

### 5.4 **Restriction on Commencement**

5.4.1 Subject to paragraph 5.2, SCDL and the Developer shall not Commence the Development unless the Design Monitoring Contribution has been paid to the Local Planning Authority where it has become due pursuant to paragraph 5.2.

### 5.5 **Restriction on Occupation**

5.5.1 SCDL and the Developer shall not Occupy or permit Occupation of the Development unless the Architect or any Replacement Architect has certified to the Local Planning Authority that the Development has been carried out and completed in accordance with the Approved Drawings and the details approved pursuant to Condition 25 of the Planning Permission or any variations thereof approved pursuant to section 96A of the 1990 Act.

## PART 4

### TRANSPORT

#### 1. TRAVEL PLAN

- 1.1 SCDL and the Developer shall not Occupy nor permit to be Occupied the Development unless and until:-
- 1.1.1 the Travel Plan has been submitted to the Local Planning Authority for approval (in consultation with the Council); and
  - 1.1.2 the Local Planning Authority has approved the Travel Plan.
- 1.2 In preparing the Travel Plan SCDL and the Developer shall:-
- 1.2.1 subject to paragraph 1.4 of this Part 4, prepare the Travel Plan so that it incorporates the principles detailed in, and is in compliance with, the Zone 1 Travel Plan; and
  - 1.2.2 ensure that the Travel Plan includes measures to promote and facilitate the use of public transport, cycling and walking including the provision of public transport information in student's welcome packs, for students, staff, users and visitors; advice and maps on websites and other promotional and information media and personalised travel planning services offered through a travel plan coordinator.
- 1.3 SCDL and the Developer shall Comply with the approved Travel Plan for the whole life of the Development **SUBJECT TO** such amendments as may be agreed with the Local Planning Authority (in consultation with the Council) from time to time.
- 1.4 SCDL and the Developer shall monitor and review the Travel Plan within one year of first Occupation of the Development and thereafter every two years to take account of:-
- 1.4.1 the results of periodic transport surveys including trip-making data, modal split information and Blue Badge Parking usage by persons working at or resident at or generally attending the Development;
  - 1.4.2 bespoke surveys focused on assessing particular measures or developing understanding to respond to particular transport issues; and
  - 1.4.3 monitoring the pick up and drop off of Students in accordance with paragraph 2.1 of this Part 4, such monitoring to include vehicle surveys.
- 1.5 Within one month of completion of each such review pursuant to paragraph 1.4 of this Part 4, SCDL and the Developer shall submit to the Local Planning Authority for approval (in consultation with the Council) the results and shall report on how the Travel Plan has operated during the preceding period and specifically how effective the Travel Plan has been in implementing its objectives and, if necessary depending on the review results and the effectiveness of the Travel Plan in the preceding period, shall propose changes to the Travel Plan and the Blue Badge Parking (if required) together with a timescale for the implementation of any such changes all for approval by the Local Planning Authority (in consultation with the Council).
- 1.6 SCDL and the Developer shall Comply with the changes approved by the Local Planning Authority to the Travel Plan and Blue Badge Parking in accordance with such timescale as may be agreed by the Local Planning Authority pursuant to paragraph 1.5 of this Part 4 and will liaise with the travel plan coordinator (appointed pursuant to the Travel Plan) in relation to any new measures that may fall within the

remit of the travel plan coordinator to ensure that such measures are encompassed by the travel plan coordinator's duties.

## 2. **COACH BAY SOLUTION**

2.1 SCDL shall ensure that the Coach Parking Facility is operated so as to provide:

2.1.1 for the pick up and drop off of Students resident at the Student Accommodation for at least two weekends in either September and/or October in each Academic Year throughout the entire life of the Student Accommodation; and

2.1.2 for the pick up and drop off of disabled Students resident at the Student Accommodation at any time during the Academic Year throughout the entire life of the Student Accommodation.

2.2 The Student Accommodation shall not be first Occupied unless and until the Coach Parking Facility is made available for use in accordance with paragraph 2.1 of this Part 4.

2.3 The Parties hereby agree that upon the second review of the Travel Plan in accordance with paragraph 1.4 of this Part 4 SCDL may request that the Local Planning authority confirm in writing that the obligation contained in paragraph 2.1.1 of this Part 4 shall cease to apply PROVIDED THAT in the event that the entirety of the Student Accommodation has been completed and made available for Occupation prior to September 2014 SCDL may make such a request at any time following the expiry of the date which is two years following first Occupation of the Student Accommodation.

2.4 If SCDL submits a request to the Local Planning Authority in accordance with paragraph 2.3 of this Part 4 SCDL shall include with such a request the Travel Plan review results in accordance with paragraph 1.5 of this Part 4 and any other information the Local Planning Authority may require in order to consider the request. If upon consideration of SCDL's request and accompanying information the Local Planning Authority is satisfied (in its absolute discretion) that the pick up and drop off of Students resident at the Student Accommodation during the two weekends in either September and/or October in each Academic Year can be safely operated without the use of the Coach Parking Facility then the Local Planning Authority shall confirm to SCDL that the obligation contained in paragraph 2.1.1 shall cease to have effect.

2.5 In the event that the Local Planning Authority is not satisfied pursuant to paragraph 2.4 of this Part 4 SCDL may submit a further request upon the third review of the Travel Plan and every two years thereafter whereupon the provisions of paragraph 2.4 of this Part 4 shall again apply.

## 3. **COACH MANAGEMENT**

3.1 Not later than six months prior to the Anticipated Coach Park Operation Date, SCDL shall submit to the Local Planning Authority for approval (in consultation with the Council) the details of:-

3.1.1 a system to manage, monitor and review the drop off and pick up by coaches of persons working at, visiting or generally attending the nearby Westfield shopping and leisure centre from the Coach Parking Facility (in order to, so far as reasonably practicable, maximise efficiency);

3.1.2 how coaches will be directed to the Coach Parking Facility;

3.1.3 how any coach ban areas will be communicated to coach operators and the re-enforcement of this information with drivers on arrival and departure;

- 3.1.4 how the systems and details referred to in paragraphs 3.1.1 to 3.1.3 (inclusive) of this Part 4 will be distributed and advertised.
- 3.2 The Coach Parking Facility shall not first come into Operation unless and until:-
- 3.2.1 the Local Planning Authority has approved the details submitted pursuant to paragraph 3.1 of this Part 4; and
- 3.2.2 the details approved under paragraph 3.1 of this Part 4 have been implemented and are in operation.
- 3.3 SCDL shall implement operate and maintain the details approved under paragraph 3.1 of this Part 4 for the whole life of the Coach Parking Facility **SUBJECT TO** such amendments to the details as may be agreed with the Local Planning Authority (in consultation with the Council) from time to time.
4. **PARKING PERMITS**
- 4.1 The Developer shall include in all Residency Agreements a prohibition on the Student from using a car whilst resident at the Student Accommodation and also a covenant from the Student not to apply to the Council for a Car Parking Permit.

## SCHEDULE 2

### COUNCIL OBLIGATIONS

#### 1. APPLICATION OF FUNDS BY THE COUNCIL

1.1 Following receipt of the Construction Training Contribution and the Recruitment Services Contribution from SCDL and/or the Developer pursuant to the obligations set out in Part 3 of Schedule 1, the Council covenants and undertakes to apply such sums or amounts only for the following purposes:

1.1.1 the Construction Training Contribution shall be used on training of construction workers; and

1.1.2 the Recruitment Services Contribution shall be used on funding the recruitment services provided by the Council,

**PROVIDED THAT** for the avoidance of doubt the Council will be entitled to treat any accrued interest as if it were part of the principal sum paid by SCDL and/or the Developer.

1.2 In the event that any part or all of Construction Training Contribution and the Recruitment Services Contribution paid by SCDL and/or the Developer pursuant to paragraph 1 of Part 3 of Schedule 1 have not been used for the said purposes within seven years from the date of payment of such sums or amounts, the Council shall within twenty-eight days of the end of the said period of seven years repay such sums or amounts (or such part thereof) to whoever paid the contribution in question with interest calculated at the Bank of England Base Rate from time to time from the date of payment until the date of repayment by the Council but less any tax that may be payable thereon **PROVIDED THAT** the Council shall not be required to repay any sum or sums which the Council have contractually committed to pay to another party at the date of expiration of the said period or any sum which is required by the Council to secure the completion of any works, project or programme or provision of services which have commenced but have not been completed as at the expiration of the said period.

1.3 In the event that this Agreement is extinguished automatically pursuant to Clause 2.11, the Council shall within twenty-eight days of the date of extinguishment repay to whoever paid the contribution in question any sums or amounts received by the Council pursuant to any obligations set out in Schedule 1 with interest as aforesaid **PROVIDED THAT** the Council shall not be required to repay any sum or sums which the Council have contractually committed to pay to another party at the date of extinguishment of this Agreement or any sum which is required by the Council to secure the completion of any works, project or programme or provision of services which have commenced but have not been completed as at date of extinguishment of this Agreement.

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

EXECUTED as a Deed  
(but not delivered until dated)  
by affixing the Common Seal of the  
**OLYMPIC DELIVERY AUTHORITY**  
in the presence of:-

)  
)  
)  
)  


Authorised Signatory



EXECUTED as a Deed  
(but not delivered until dated)  
by affixing the Common Seal of the  
**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF NEWHAM**  
in the presence of:-

)  
)  
)  
)  
)  
)  
)

Authorised Signatory



EXECUTED as a Deed  
(but not delivered until dated) by  
**STRATFORD CITY DEVELOPMENTS  
LIMITED**  
acting by:-

)  
)  
)  
)  
)

Director

Director/Secretary

*Handwritten signature in blue ink*





EXECUTED as a Deed  
(but not delivered until dated) by  
**LDC (STRATFORD) LIMITED PARTNERSHIP**  
acting by its general partners

)  
)  
)  
)  
)  
)

**LDC (Stratford) GP1 Limited**

Director

Witness

and

**LDC (Stratford) GP2 Limited**

Director

Witness

  
A-Palmer

  
A-Palmer

Name

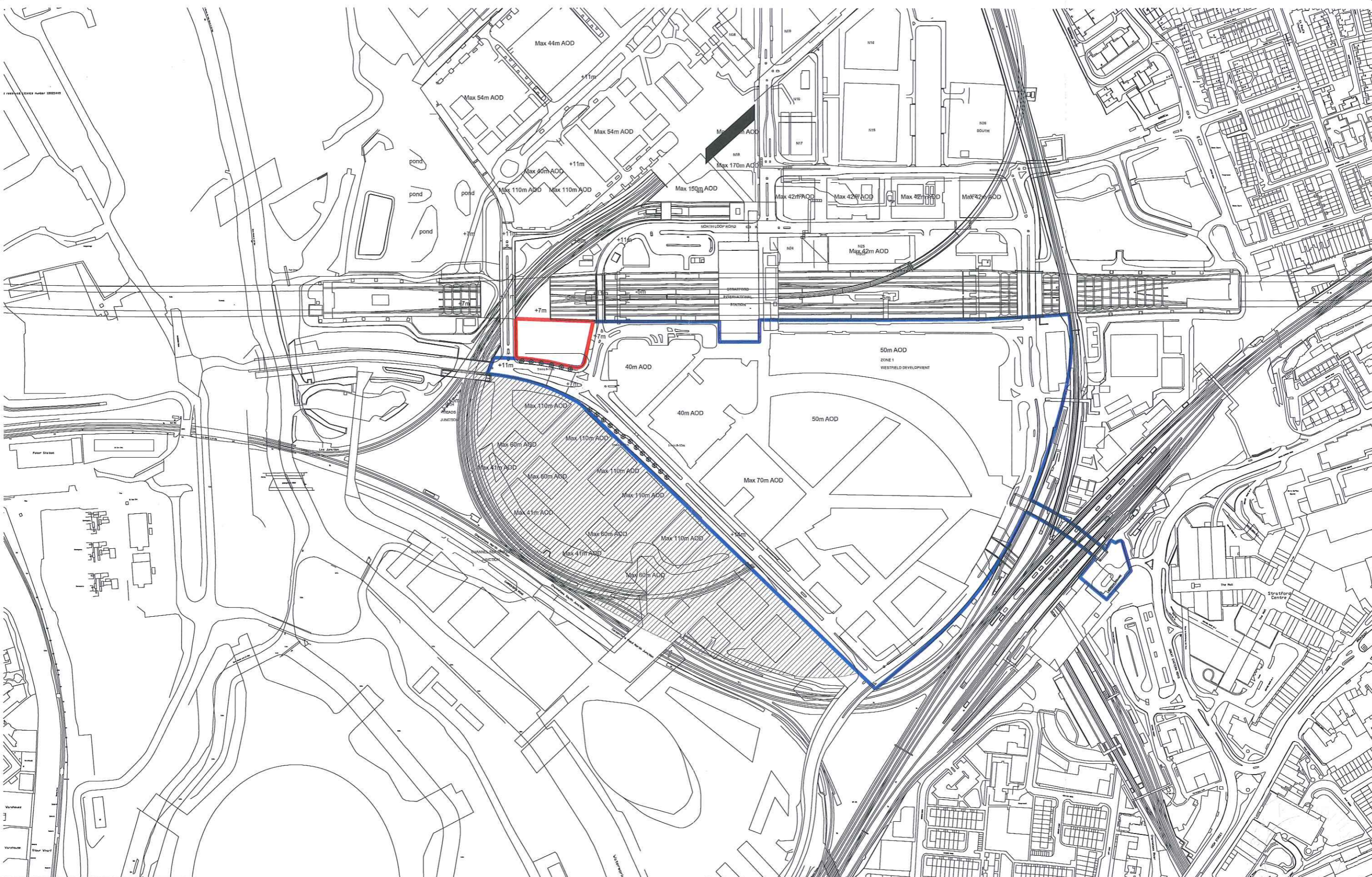
Address

Occupation

Anne Palmer  
Write  
The core, 140 St Thomas St  
Bristol BS16 5X  
Office Services Administrator

**APPENDIX 1**  
**PLANS**





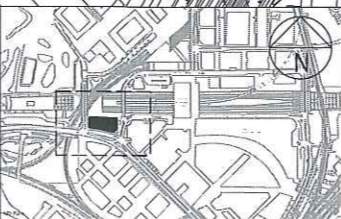
BUILDING DESIGN PARTNERSHIP LTD SHALL HAVE NO RESPONSIBILITY FOR ANY USE MADE OF THIS DOCUMENT OTHER THAN FOR THAT WHICH IT WAS PREPARED AND ISSUED.

ALL DIMENSIONS SHOULD BE CHECKED ON SITE.

DO NOT SCALE FROM THIS DRAWING.

ANY DRAWING ERRORS OR DIVERGENCES SHOULD BE BROUGHT TO THE ATTENTION OF BUILDING DESIGN PARTNERSHIP LTD AT THE ADDRESS SHOWN.

C	Issue for Planning DD KP 30.09.11
B	Issue for Information DD KP 25.08.11
A	Issue for Information DD KP 22.08.11
FIRST ISSUE	Issue for Information DD CM 05.08.11



- Site boundary
- Zone 1
- Zone 2

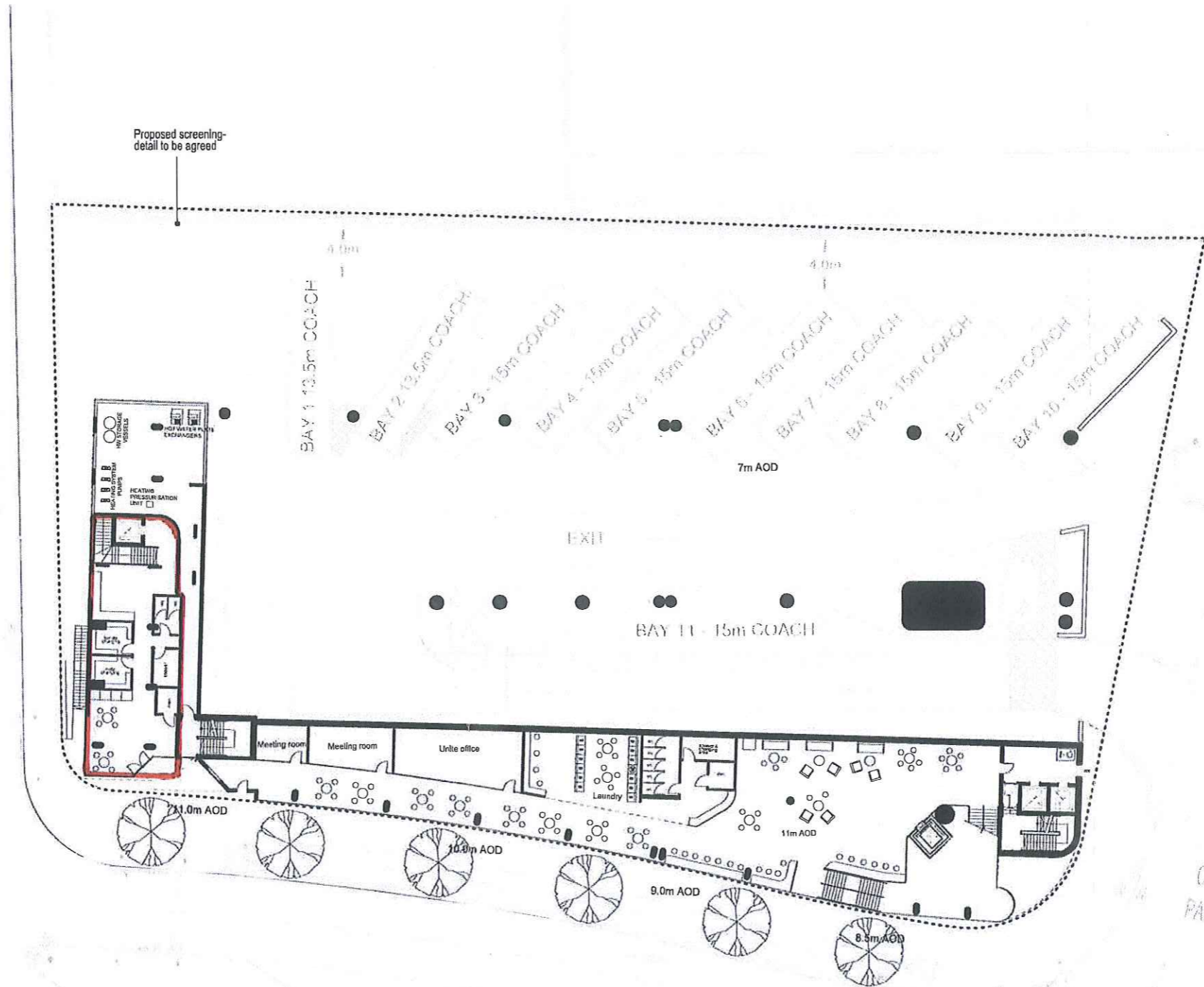
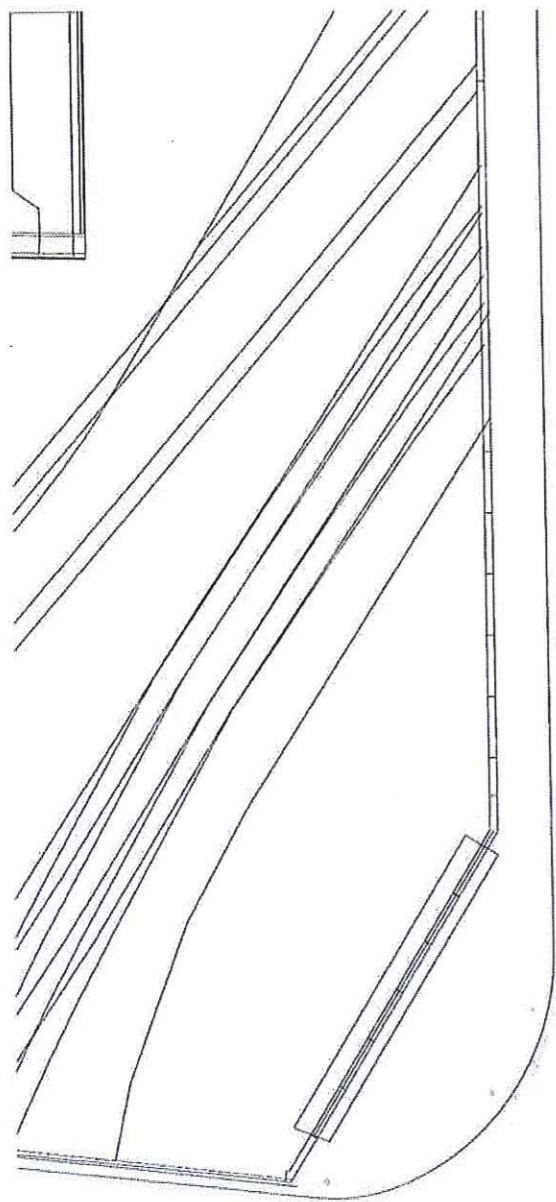
18 Brewery Yard  
 Clerkenwell  
 London EC1V 4LJ  
 United Kingdom  
 T +44 (0)20 7812 8000  
 F +44 (0)20 7812 8399  
 www.bdp.com

<b>BDP.</b>		UNITE The heart of student living	
PROJECT TITLE	Unite Stratford	PROJECT NO.	P2004433
DRAWING TITLE	Location Plan	SCALE	1:2000@A1
DATE	05.08.11	SCALE	C
PROJECT NO.	AP00_00	SCALE	C

*Howe*



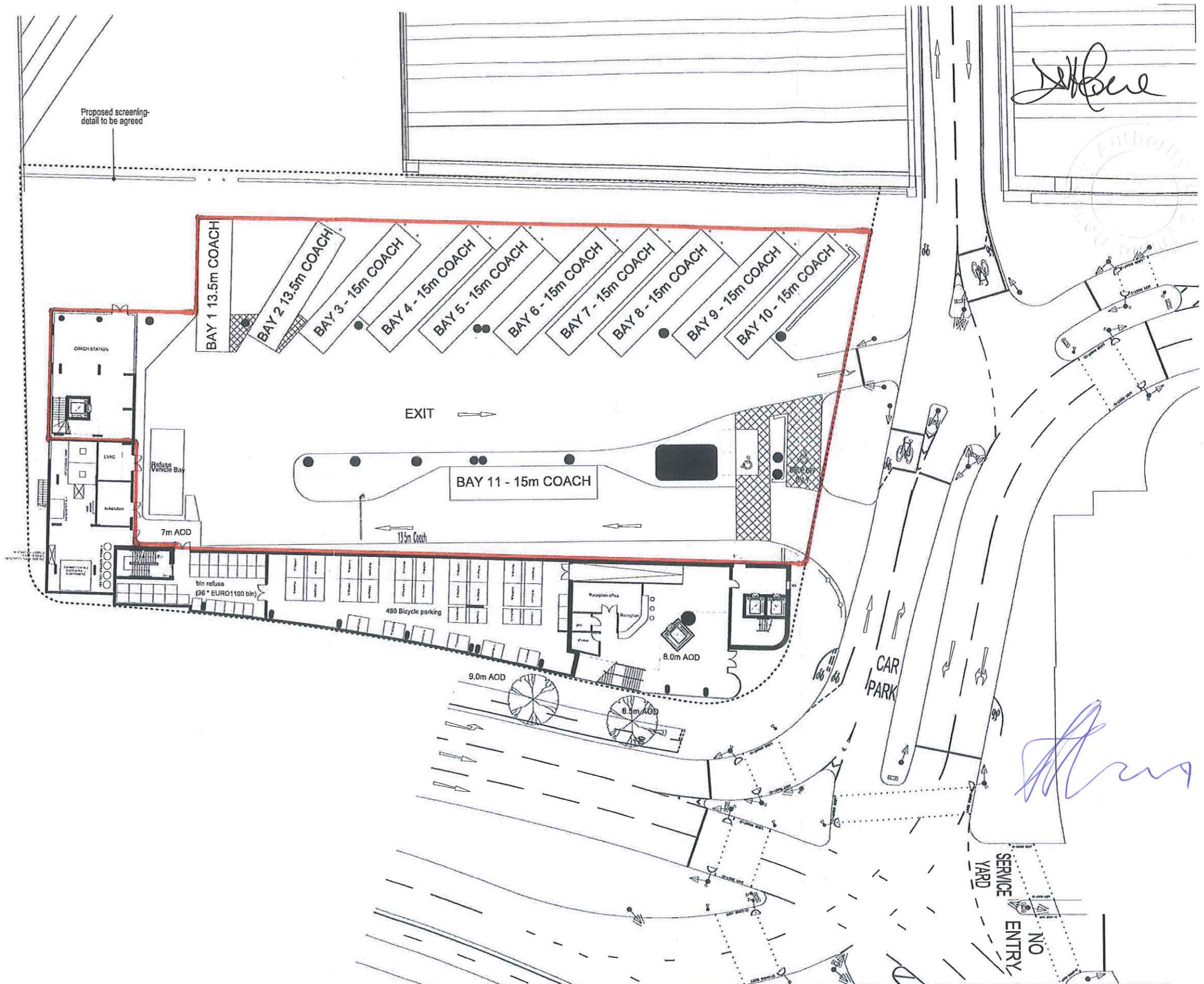
*D. B. E.*



*Alan*

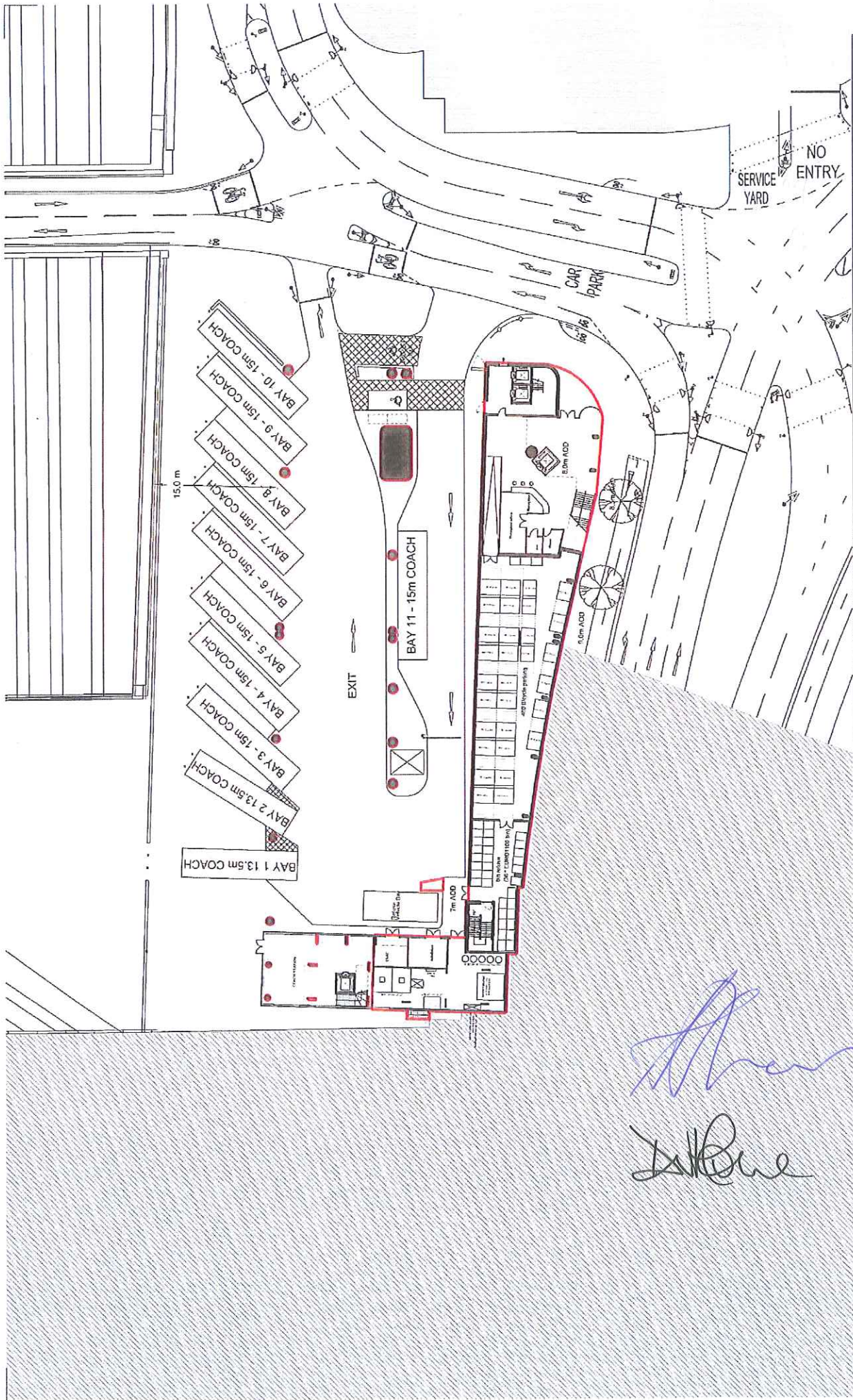
<p>BUILDING DESIGN PARTNERSHIP LTD SHALL HAVE NO RESPONSIBILITY FOR ANY USE MADE OF THIS DOCUMENT OTHER THAN FOR THAT WHICH IT WAS PREPARED AND ISSUED.</p> <p>ALL DIMENSIONS SHOULD BE CHECKED ON SITE.</p> <p>DO NOT SCALE FROM THIS DRAWING.</p> <p>ANY CHANGES OR DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF BUILDING DESIGN PARTNERSHIP LTD AT THE ADDRESS SHOWN.</p>	<p>UNITE STRATFORD</p> <p>P2004433</p> <p>Mezzanine Floor Plan</p> <p>1:200 @ A1</p> <p>11.04.11</p> <p>AP01_20</p> <p>N</p>	<p>J Issue for Information RN KP 18.08.11</p> <p>H Issue for Information DD CM 03.08.11</p> <p>G Issue for Information RN CM 28.07.11</p> <p>F Issue for Information KW CM 08.06.11</p> <p>E Ownership Information KW CM 12.05.11</p> <p>D Issue for Information CM 12.05.11</p> <p>C Issue for Information KW CM 26.04.11</p> <p>B Issue for Information CM CM 20.04.11</p> <p>A Issue for Information MD CM 14.04.11</p> <p>FIRST ISSUE Issue for Information KW CM 11.04.11</p>	<p>15 Dewhouse Yard</p> <p>Clarks Hill</p> <p>London EC1V 4LJ</p> <p>United Kingdom</p> <p>T +44 (0)20 7812 8000</p> <p>F +44 (0)20 7812 8290</p> <p>www.bdp.com</p>
		<p>N Revision for Planning DD KP 09.12.11</p> <p>M Revision for Planning DD KP 23.11.11</p> <p>L Issue for Planning RN MD 30.09.11</p> <p>K Issue for 3D Visualizer RN KP 07.09.11</p>	<p>0 5 10 15 METRES</p>





<p>BUILDING DESIGN PARTNERSHIP LTD SHALL HAVE NO RESPONSIBILITY FOR ANY USE MADE OF THIS DOCUMENT OTHER THAN FOR THAT WHICH IT WAS PREPARED AND ISSUED.</p> <p>ALL DIMENSIONS SHOULD BE CHECKED ON SITE.</p> <p>DO NOT SCALE FROM THIS DRAWING.</p> <p>ANY DRAWING ERRORS OR DIVERGENCES SHOULD BE BROUGHT TO THE ATTENTION OF BUILDING DESIGN PARTNERSHIP LTD AT THE ADDRESS SHOWN.</p>	<p>R Issue for Information DD KP 13.01.12</p> <p>Q Revision for Planning DD KP 12.12.11</p> <p>P Revision for Planning DD KP 23.11.11</p> <p>N Issue for Planning DD KP 04.10.11</p> <p>M Issue for Planning MD KP 30.09.11</p> <p>L Issue to 3D Visualiser RN KP 07.09.11</p> <p>K Issue for Information RN KP 18.08.11</p> <p>J Issue for Information RN CM 28.07.11</p>	<p>I Issue for Information KW CM 08.06.11</p> <p>H Ownership Information KW CM 17.05.11</p> <p>G Coach station demise increased 11.05.11</p> <p>F Issue for Information CM 11.05.12</p> <p>E Issue for Information KW CM 11.05.11</p> <p>D Issue for Information KW CM 09.05.11</p> <p>C Issue for Information KW CM 26.04.11</p> <p>B Issue for Information CM CM 20.04.11</p> <p>A Issue for Information MD CM 14.04.11</p>	<p>FIRST ISSUE Issue for Information KW CM 11.04.11</p>	<p>15 Metres Yard Clerkenwell London EC1V 4LJ United Kingdom T +44 (0)20 7812 8000 F +44 (0)20 7812 8300 www.bdp.com</p> <p><b>BDP.</b> The heart of student living</p>	<p>UNITE</p>	<p>Unite Stratford</p> <p>PROJECT NO: P2004433</p> <p>DATE: 11.04.11</p> <p>Scale: 1:200@A1</p>
						<p>Ground Floor Plan</p> <p>AP00_20</p> <p>R</p>





**BDP.**  
 The Best of product being

UNITE CONSULTANTS  
 15000/03  
 Ground Floor Plan  
 Level: Plan 1  
 11.0K.11  
 JAP01\_20

15.0 m

0 5 10 15 METRES

R	Room for Information (R) 10.11.11	Room for Information (R) 10.11.11
U	Unisex (U) 10.11.11	Unisex (U) 10.11.11
D	Desk (D) 10.11.11	Desk (D) 10.11.11
P	Printer (P) 10.11.11	Printer (P) 10.11.11
N	Network (N) 10.11.11	Network (N) 10.11.11
M	Machine (M) 10.11.11	Machine (M) 10.11.11
L	Light (L) 10.11.11	Light (L) 10.11.11
S	Storage (S) 10.11.11	Storage (S) 10.11.11

UNITE CONSULTANTS  
 15000/03  
 Ground Floor Plan  
 Level: Plan 1  
 11.0K.11  
 JAP01\_20

Lease Plan 1









**APPENDIX 2**  
**DRAFT PLANNING PERMISSION**

# OLYMPIC DELIVERY AUTHORITY

## FULL PLANNING PERMISSION APPROVAL

Town and Country Planning Act 1990

Town and Country Planning (Development Management Procedure) (England) Order 2010

---

Please see notes at the end of this notice

Applicant

Unite Group Plc & Stratford City Developments  
Ltd

Agent

RPS Planning  
14 Cornhill  
London  
EC3V 3ND

---

### Part I - Particulars of Application

---

Date of Application: 17 October 2011

Application No: 11/90618/FUMODA

---

Proposal: Creation of a building varying in height from 12 to 25 storeys (maximum height +90m AOD) to provide 891 single study bedrooms, arranged in clusters with communal kitchen areas, and 60 studios for student accommodation with provision of ancillary communal and office areas at ground and first floor and landscaped amenity area, together with the provision of 11 coach parking bays and coach operators facilities utilising existing access and egress to/from the site.

Location: Plot S25, Monfichet Road, Zone 1, Stratford City, London

---

### Part II - Particulars of Decision

---

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

1. The development to which this permission relates must be commenced not later than the expiration of three years from the date of this permission.

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



2. Unless minor variations are otherwise approved in writing by the Local Planning Authority, the development hereby approved is to be carried out strictly in accordance with the following drawings:

- AP00 00 Rev C Location Plan
- AP00 10 Rev E Proposed Site Plan
- APB01 20 Rev A Basement Floor Plan
- AP00 20 Rev R Ground Floor Plan
- AP01 20 Rev N Mezzanine Level Plan
- AP02 20 Rev K Garden Level Plan
- AP03 20 Rev F Floor 1
- AP04 20 Rev G Floor 2
- AP05 20 Rev F Floor 3
- AP06 20 Rev G Floor 4
- AP07 20 Rev G Floor 5
- AP08 20 Rev F Floor 6
- AP09 20 Rev F Floor 7
- AP10 20 Rev G Floor 8
- AP11 20 Rev F Floor 9
- AP12 20 Rev G Floor 10
- AP13 20 Rev F Floor 11
- AP14 20 Rev G Floor 12
- AP15 20 Rev F Floor 13
- AP16 20 Rev E Floor 14
- AP17 20 Rev E Floor 15
- AP18 20 Rev E Floor 16
- AP19 20 Rev F Floor 17
- AP20 20 Rev D Floor 18
- AP21 20 Rev D Floor 19
- AP22 20 Rev D Floor 20
- AP23 20 Rev C Floor 21
- AP24 20 Rev C Floor 22
- AP25 20 Rev D Floor 23
- AP26 20 Rev B Floor 24
- AP27 20 Rev B Floor 25
- AP30 20 Rev C Roof Plan
- AP00 30 Existing and Proposed Accessible Studios
- AP01 30 Interconnecting Accessible Studios
- AP07-25 Floors 5-25 Larger Accessible Studios
  
- AENS 10 North and South Context Elevations
- AEEW 10 East and West Context Elevations
- AENN 20 Rev E North Elevation
- AESS 20 Rev E South Elevation
- AEEE 20 Rev E East Elevation
- AEEW 20 Rev E West Elevation
  
- ASAA 20 Rev C Sections A-A
- ASBB 20 Rev D Sections B-B
- ASCC 20 Rev A Sections C-C

- AENN 30 Rev A Bay Study North Elevation
- AESS 30 Rev A Bay study South Elevation
  
- LP00 20 Rev A Landscape/Ground Floor Finishes Plan
- LP02 20 Landscape/Garden Level Finishes Plan
- LP30 20 Landscape/Roof Terrace Finishes Plan
- LS02 20 Landscape/Garden Level Section

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

Reason: To ensure that the development is constructed in accordance with the approved plans and other details submitted, in accordance with Policies SP1 and SP3 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012 and Policy 7.6 of the London Plan 2011

3. Prior to the commencement of the development hereby approved a scheme to deal with the risks associated with contamination of the site shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include the preliminary risk assessment; site investigation scheme; results of the site investigation and detailed risk assessment; and remediation strategy as detailed in the Delta Simons Stratford City Site Wide Ground Resources and Remediation Strategy June 2007. A verification plan shall be provided to demonstrate that the works set out in the remediation strategy have been completed and to identify any requirements for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Reason: The site is within a source protection zone 1 and previous uses could give rise to contamination of the site. Works on this site could mobilise contamination present and pollute the vulnerable aquifer. Contamination at the site will need to be dealt with appropriately to prevent this from happening.

4. Prior to the start of site investigations involving a borehole or trial pit deeper than one metre, details of the location and depth of site investigations including a method statement shall be submitted in writing and approved by the Local Planning Authority in consultation with HS1. This activity shall then be carried out only in compliance with the approved details unless previously agreed in writing by the Local Planning Authority in consultation with HS1.

Reason: No such information has been provided and is required in order to ensure that the borehole or trial pit is at an acceptable vertical and horizontal distance from the Stratford Box so that it does not compromise the integrity, safety or operation of HighSpeed1.

5. Prior to the start of any construction details of the special measures, to identify and protect HighSpeed1 or UK Power Networks buried services shall be submitted in writing to and approved by the Local Planning Authority in consultation with HS1. Construction shall only take place in compliance with approved measures unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change

Reason: No such details have been provided and to safeguard the security of services that are crucial to the operation of HighSpeed1.

6. Prior to the start of construction activity engineering details of the size, depth and proximity to HighSpeed1 of any excavations shall be submitted in writing to and approved by the Local Planning Authority in consultation with HS1. Excavations shall then be carried out in accordance with the approved details unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change.

Reason: No such details have been provided and to ensure that the stability HighSpeed1 tunnels, structures, track and other infrastructure is not prejudiced.

Informative: If the excavation is within the zone of influence of HighSpeed1 infrastructure an engineering design will be required from the developer for approval in advance of excavation.

7. Prior to the start of construction, details of the design of the foundations and other works proposed below existing ground level shall be submitted in writing and approved by the Local Planning Authority in consultation with HS1. Construction activity shall then be carried out in compliance with the approved details unless previously agreed in writing by the Local Planning Authority in consultation with HS1.

Reason: To ensure that loads on, and settlement of, HighSpeed1 tunnels, structures, track and other infrastructure do not prejudice the safety or operation of HighSpeed1.

8. Prior to the commencement of the development details of the design of foul and surface water drainage systems shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Environment Agency, Thames Water and HS1. No water or effluent shall be to be discharged from the site or from the permanent works onto HighSpeed1 or its associated drainage system. The drainage scheme shall be installed in accordance with the approved details prior to the first use of the building by the general public and shall thereafter be permanently maintained in proper working order, to the satisfaction of the Local Planning Authority.

Reason: To ensure that the foul and surface water discharge from the site will not have a detrimental impact upon the sewerage system or the maintenance and operation of HighSpeed 1, and in accordance with Policy SC3 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012 and Policy 5.13 of the London Plan 2011.

9. Prior to the start of construction the developer shall submit a site layout plan showing proximity of the development and its services to HighSpeed1 infrastructure for approval by the Local Planning Authority in consultation with HS1.

Reason: To assess the effect of the development on HighSpeed1 safety, operation, maintenance and security and the proximity of bus/coach parking in relation to the Stratford Box wall.

10. Prior to commencement of works, a Piling Risk Assessment (PRA) shall be submitted to and approved by the Local Planning Authority. Such an assessment is required to demonstrate that the chosen piling method does not result in deformation of the ground that may lead to an increase in the risk of near-surface pollutants migrating to underlying aquifers. The risk assessment must investigate the water environment source-pathway-receptor linkages. Once approved the piling shall comply with the detail approved by the Local Planning Authority unless minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure that development does not detrimentally impact upon ground water.

11. No development shall be commenced until a Construction Method and Management Statement has been submitted to and approved by the Local Planning Authority, in consultation with HS1. As a minimum the Construction Method and Management Statement shall include the following;
- (a) details of the location of any construction compounds, either on-site or on land elsewhere;
  - (b) details of any traffic management that may be required in connection with vehicle movements between the construction site compound and the development site;
  - (c) details of on-site construction vehicle circulation, including location of site access, on-site vehicle routes, parking areas, frequency of movements and means to contain vehicles to protect the HighSpeed 1 infrastructure against the risk of vehicle incursion;

(Informative: Vehicle incursion is one of the biggest risks facing railways and this risk is amplified for high speed lines. CTRL was designed with adequate protection for existing road layouts and vehicle movements but does not necessarily provide protection for new developments. The level of containment depends upon speed, weight and type of vehicle, and on angle of incidence. In this case it is likely that interlocked concrete barriers will be required along the railway boundary).

- (d) details of lighting during the construction of the development
- (e) a dust management plan;
- (f) wheel washing facilities, including wheel spinners with water jets;
- (g) hours of operation of construction.
- (h) the position and operation of cranes

The development shall be undertaken in accordance with the approved details unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that development standards are applied consistently across the site; to protect amenity through minimising disruption and disturbance and to manage the risk that construction activity presents to the safety, security and operation of HighSpeed 1, and to be in accordance with Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State).

12. Prior to the start of construction details of the plant and equipment proposed which are likely to give rise to vibration (such as pile driving, demolition and vibro-compaction of the ground) together with predicted vibration levels, shall be submitted in writing and approved by the Local Planning Authority in consultation with HS1. Activities likely to cause vibration in the vicinity of HighSpeed1 infrastructure such that a peak particle velocity (PPV) of 5mm/s may be exceeded at the railway boundary will be subject to agreement in advance. Where activities could give rise to PPV of 5mm/s or greater, a vibration and settlement monitoring regime shall be submitted in writing to for approval by the Local Planning Authority in consultation with HS1. It shall be put in place prior to the start of works. HS1 shall be provided reasonable access to the results of monitoring.

Reason: No details of vibration have been provided. To ensure that vibration does not prejudice safety, operation and structural integrity of HighSpeed1.

13. Prior to the start of construction, details of the size, loading and proximity to HighSpeed1 of additional ground loads such as stockpiles shall be submitted in writing and approved by the Local Planning Authority in consultation with HS1. Works shall be carried out in conformity with the approved details unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change.

Reason: To ensure the stability of HighSpeed1 Stratford Box wall tunnels, the allowable surcharge is 20KN/m<sup>2</sup> within 40m of the Box walls based on a ground level of 6.5m above Ordnance Datum which cannot be exceeded without a full engineering acceptance.

Informative: If the stockpile is within the zone of influence of HighSpeed1 infrastructure an engineering design will be required from the developer for approval in advance of excavation.

14. Prior to the start of construction details of the materials and arrangements for the storage of combustible gases or hazardous materials within 200m of HighSpeed1 infrastructure shall be submitted in writing and approved by the Local Planning Authority in consultation with HS1. No such materials should be introduced to the site without the prior approval of the Local Planning Authority in consultation with HS1.

Reason: In the event of fire, combustible gases present an immediate and catastrophic risk to HighSpeed1. Exclusion zones which may be required around the gas containers or hazardous materials could prevent the running of trains and incur punitive delay costs.

15. Prior to the start of construction activity details of temporary fencing to protect HighSpeed1 shall be submitted in writing and approved by the Local Planning Authority in consultation with HS1. The developer shall provide fencing as follows:
- location
  - height and type and spec reference
  - other security measures such as CCTV, 24-hour site security

The fence shall be erected prior to other construction activity commencing and shall subsequently be retained and maintained as effective protection/security until completion of construction or permanent security fencing is in place (whichever is later) unless otherwise agreed in writing by the Local Planning Authority in consultation with HS1.

Reason: To control the risk of trespass and vandalism on HighSpeed1 arising from the development.

16. No demolition, construction or maintenance activities audible at the site boundary of any residential dwelling shall be undertaken outside the hours of 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 Saturday or any time on bank or public holidays without the prior written approval of the Local Planning Authority, to minor variations unless works have been otherwise approved in advance under section 61 of the Control of Pollution Act 1974.

Reason: To ensure that development standards are applied consistency across the site and to protect amenity through minimising disruption and disturbance in accordance with Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State)

17. Deliveries by road of construction and demolition materials to and from the development hereby approved shall only take place between 08.00 -18.00 Monday to Friday and 08.00 - 13.00 on Saturday and at no other time except with the prior written approval of the Local Planning Authority to minor variations.

Reason: To ensure that development standards are applied consistency across the site and to protect amenity through minimising disruption and disturbance in accordance with Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State)

18. Noise from construction activities shall not exceed 65dB Laeq 1 hour & 70dB Laeq 1 minute at any educational premises measured at 1 metre from the façade of the educational building in question during term time, unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent loss of amenity and ensure educational well being in accordance with Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State)

19. Noise from construction activities shall not exceed 75dB Laeq 10 hour between 8.00 and 18.00 Monday to Friday and shall not exceed 75dB Laeq 5 hour between 8.00 and 13.00 on Saturdays unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent loss of amenity in accordance with Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State)

20. Save for Temporary Works, no plant shall be installed until proposals for noise assessment and noise mitigation measures for all permanent plant and processes within that part of the development have been submitted and approved in writing by the Local Planning Authority, such proposals to be consistent with those set out at paragraphs 2.7.13-2.7.17 of the Stratford City Revised Development Specification (January 2004). Such measures shall be implemented in accordance with details approved pursuant to this condition.

Reason: To prevent loss of amenity in accordance with Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State)

21. Unless minor variations are otherwise agreed in writing, all commercial road vehicles used in connection with the construction of the development hereby approved shall meet the European Emission Standards of Euro 4 from the date of this permission. In the event that any new standards are introduced after the date of this permission these standards shall be applied to all road vehicles serving the construction project within a period of one year after the date of introduction of the relevant EU Directive.

Reason: In the interests of minimising the impacts of construction on air quality in accordance with Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State) and Policy INF2 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012.

22. Unless minor variations are otherwise agreed in writing, all non-road mobile vehicles with compression ignition engines used in connection with the construction of the development hereby approved shall comply with the emission standards contained in EC Directive 97/68/EC. Vehicles shall meet stage III limits from the start of the development and meet any new Standard within one year of its introduction. No vehicle or plant to which the above emission standards apply shall be on the site of the development hereby approved, whether in use or not, unless it complies with those standards, without the prior written approval of the Local Planning Authority to minor variations (which shall include any exemption granted by the Local Planning Authority).

Reason: In the interests of minimising the impacts of construction on air quality in accordance with Policies EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State) and Policy INF2 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012

23. Any diesel powered machines used on or otherwise serving the site of the development hereby approved shall be operated on ultra low sulphur diesel fuel meeting the specification of BSEN590 (also known as ULSD 'cleaner diesel' or 'green diesel' fuel).

Reason: In the interests of minimising the impacts of construction on air quality in accordance with and Policy INF2 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012

24. Any permanent development hereby approved shall meet a BS4142 noise rating of 0 (control of noise from plant attached to buildings).

Reason: To prevent loss of amenity in accordance with Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001, and saved from 27<sup>th</sup> September 2007 in accordance with the Direction of the Secretary of State).

25. Prior to commencement of the relevant parts of the construction of the facades of the building hereby permitted, detailed drawings and sections (annotated with materials and finishes) at a scale to be agreed with the Local Planning Authority of:

- i) windows, doors and other openings
- ii) balustrades at all roof levels;
- iii) external security surveillance equipment
- iv) external lighting. The permanent lighting scheme shall be so designed to avoid dazzle and glare which could cause hazard or distraction to operators of HighSpeed1.
- v) water run-off

shall be submitted to and approved in writing by the Local Planning Authority. The construction of the building facades shall be implemented and shall be retained in accordance with the approved details unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance to the completed development in the interests of visual amenity and in accordance with Policies SP1 and SP3 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012.

26. Prior to the installation of any windows in the building, details of the specification of the windows and any other noise mitigation measures specified within the acoustic report prepared by RBA Acoustics (dated 17 October 2011) shall be submitted to and approved by the Local Planning Authority. The development shall only be carried out in accordance with the approved details unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure an acceptable standard of residential accommodation is provided.

27. Before the construction of the façades of the development an assessment of the internal temperature in summer of the development, to demonstrate compliance with the requirements of Building Regulations Part L 1 A using the method of calculation set out in SAP appendix P and having regard to CIBSE 2050 weather data, shall be submitted to the Local Planning Authority. 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 façades; 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 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.

28. Prior to the commencement of the relevant part of the development, design details for those elements of maintenance of the development which could prejudice the safety, operation or maintenance of HighSpeed1 shall be submitted in writing and approved by the Local Planning Authority in consultation with HS1. The details shall include:

- window cleaning on the façade facing HighSpeed1.
- routine maintenance of the façade facing HighSpeed1.
- access at height within 10m of HighSpeed1
- use of plant with a collapse radius within 4m of the HS1 boundary.

The development shall then be carried out only in accordance with the approved details unless the Local Planning Authority in consultation with HS1 has previously agreed in writing to any change.

Reason: No such information has been provided and is required to manage the risk to the safety and operation of HighSpeed1 arising from maintenance of the development.

29. Prior to the commencement of the relevant part of the construction details of the location and of the height, design and material finish of screening to the east and northern boundaries of the coach parking area shall be submitted to and approved by the Local Planning Authority. Following approval the screening shall be erected and shall be retained in accordance with the approved details unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance to the completed development in the interests of visual amenity and in accordance with Policies SP1 and SP3 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012.



30. Prior to the commencement of the relevant part of the development details of;
- Permanent Boundary fences
  - Maintenance access to HighSpeed1 infrastructure and the design and location of palisade fencing required to maintain the maintenance strip

shall be submitted in writing for approval by the Local Planning Authority in consultation with HS1. The fencing shall be erected prior to first occupation of the development in compliance with the approval unless previously agreed in writing by the Local Planning Authority in consultation with HS1:

Reason: To maintain the security of HighSpeed1 and comply with HS1 security requirements. No adequate fencing exists and the development proposed introduces a risk trespass and vandalism on HighSpeed1.

31. Prior to the commencement of the relevant part of the development full details of photovoltaic (PV) panels and a strategy for their installation on site shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented prior to the first use of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure that the development meets a high standard of sustainable design and construction and incorporates renewable technologies in accordance with Policies 5.3 and 5.7 of the London Plan 2011.

32. Full details including samples of the materials to be used on all external surfaces (including glazing) shall be submitted to and approved by the Local Planning Authority in writing prior to their use on site. The development 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 and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied as to the details of the development and to protect the visual amenities of the locality in accordance with Policies SP1 and SP3 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012 and Policy 7.6 of the London Plan 2011.

33. Upon completion of the development and prior to its first occupation, evidence shall be submitted to and approved by the Local Planning Authority to demonstrate that the development hereby approved has attained an Excellent BREEAM rating.

Reason: To ensure that the development meets the wider objectives of energy efficiency in new building design and construction in accordance with Policy 5.3 of the London Plan 2011.

34. Prior to the commencement of the relevant part of the development, full details of the proposed hard and soft landscaping within the podium courtyard and on all roof terraces shall be submitted to the Local Planning Authority for approval. The details shall include a statement to demonstrate how the landscaping has been designed to enhance surface water management as well as full details of all trees, shrubs and other vegetation to be planted, including species, size and density of planting, together with full specification for the depth of the planting medium across these areas, and a landscape management and maintenance plan for all areas of landscaping. The development shall only be carried out in accordance with the approved details and shall be implemented prior to the first use of the building. Thereafter all areas of landscaping shall be maintained in accordance with the approved landscape management and maintenance plan to the satisfaction of the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied as to the details of the development and to protect the visual amenities of the locality in accordance with policy INF6 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012 and Policy 5.10 of the London Plan 2011

35. Prior to any work commencing on the laying out of the external amenity areas at the level of the podium courtyard or upon roof terraces, a wind mitigation strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall identify the extent of wind mitigation measures required at each level in accordance with the criteria set out in the Wind Microclimate Study by BMT Fluid Mechanics dated 8 August 2011 and all measures identified in the strategy shall be installed prior to first occupation of any residential unit.

Reason: To ensure a comfortable level of amenity for residents of the development and in the interests of visual amenity.

36. Within 6 months of completion of the development a supplementary wind study shall be undertaken to demonstrate that the microclimate conditions at the amenity areas on all levels accords with the strategy approved under Condition 13. The study shall also include an assessment of the area of public realm between the development hereby approved and Car Park C1 at Westfield Shopping Centre. Should the supplementary study conclude that further mitigation measures are required, these shall be included in the study and thereafter provided within 6 months from the date of the approval of the supplementary study 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.

37. Prior to commencement of the relevant part of the development (i.e. any hard or soft landscaping) full details for biodiversity enhancement measures (including the installation of bird and bat boxes) shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: In the interest of sustainable design and construction and to enhance biodiversity within the development in accordance with Policy SC4 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012) and Policy 5.10 of the London Plan 2011.

38. Prior to the commencement of the relevant part of the development, an Accessibility Management Plan (AMP) shall be submitted to the Local Planning Authority. The AMP will include details of:
1. The detailed design and layout of rooms that will be adapted for wheelchair users from the outset;
  2. A mechanism to enable additional bedrooms to be fitted out within a reasonable timescale to allow disabled students the same booking opportunities as non-disabled students;
  3. Details of the way in which the UNITE web-site will advertise the availability of adapted rooms; and
  4. Details of the blue badge parking provision and the mechanism for review and further provision of blue badge spaces as required.

The AMP will be approved in writing by the Local Planning Authority, in consultation with the GLA Access Adviser and the measures shall be implemented and the accommodation operated only in accordance with the approved Management Plan at all times thereafter, unless minor variations have been agreed in writing by the Local Planning Authority.

Reason: To ensure an inclusive environment in accordance with Policy SP3 of the London Borough of Newham Local Development Framework Core Strategy DPD 2012 and policy 7.2 of the London Plan 2011.

39. Within 6 months from the commencement of works on the development, an acoustic report shall be submitted to and approved in writing by the Local Planning Authority to demonstrate that ground borne noise from the railway tracks to student accommodation rooms shall not exceed 40dB<sub>L</sub>A<sub>max</sub>(s).

Reason: To ensure the student accommodation provides a satisfactory standard of accommodation.

40. Within 6 months from the commencement of works on the development, details of permanent errant vehicle protection measures to prevent any vehicle going into the Stratford Box will be submitted to and approved in writing by the Local Planning Authority, in consultation with HS1. The approved errant vehicle protection measures shall be installed prior to the occupation of any part of the development and shall be retained in working condition unless otherwise agreed in writing with the Local Planning Authority, in consultation with HS1.

Reason: To prevent vehicles breaching the railway boundary fence and safeguard the safety, operation and maintenance of HighSpeed1.

41. Within 6 months from the date of commencement of occupation of the development full energy modelling calculations shall be submitted to and approved by the Local Planning Authority to demonstrate that the 25% reduction in CO<sub>2</sub> emissions is met.

Reason: To ensure that the development meets the wider objectives of energy efficiency in new building design and construction in accordance with Policy 5.2 of the London Plan 2011.

42. Prior to the occupation of the development the applicant shall confirm in writing to the Local Planning Authority that Secure by Design Accreditation has been achieved. The development shall only be carried out in accordance with the approved design measures.

Reason: To ensure that the development contributes to designing out crime.

43. Prior to the commencement of use of the coach parking facility a Coach Parking Management Strategy shall be submitted to and approved in writing by the Local Planning Authority. The Strategy shall include details of the booking-in arrangements for approved coach operators only; the number of vehicle movements per day and a system for monitoring use of the coach park and drivers facilities. The development shall only be carried out in accordance with the approved details, unless minor variations are agreed in writing by the Local Planning Authority.

Reason: In the interests of highway safety and to ensure that coaches visiting the Westfield Shopping Centre will not cause congestion on the surrounding road network in accordance with policies T14 and EQ54 of the London Borough of Newham Unitary Development Plan (adopted June 2001 saved from 27<sup>th</sup> September 2007 in accordance with the direction of the Secretary of State).

44. Prior to the commencement of the development, the developer shall submit a written statement advising whether or not the building will connect to the District Heating Network (DHN). In the event that the building does not utilise the connection to the DHN, the developer shall undertake an assessment to demonstrate that the development still complies with the carbon reduction targets set out in the Applied Energy 'Energy and Sustainability Statement' (August 2011). The assessment shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of the development. The approved details shall be implemented prior to the first use of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure that the development will meet the energy and carbon reduction targets established for the development should any part of the development not connect to the CCHP, in accordance with Policy 5.2 of the London Plan 2011

45. Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (or any Order revoking or re-enacting that Order with or without modification), the development shall only be used as a coach parking facility with drivers amenities and as student residential accommodation and any change of use shall be subject to the approval of the Local Planning Authority.

Reason: To ensure that the development continues to meet the needs for coach parking and student accommodation.

#### Informatives:

##### 1. HS1

The nature of the proposed development is such that detailed discussion is required concerning the design, construction, future maintenance and demolition of the development to ensure that it does not compromise the integrity, safety, security, operation, maintenance and liabilities of HS1. The Developer shall enter into discussions with HS1 and their Engineer, Network Rail (CTRL), as soon as practicable to assist in identifying the likely effect of the development on HighSpeed1 or HS1 Property.

Contact: Ray Agozzino

HS1 Ltd, 73 Collier Street, London, N1 9BE

[Ray.Agozzino@Highspeed1.co.uk](mailto:Ray.Agozzino@Highspeed1.co.uk)

##### 2. Health & Safety at Work etc 1974 & Associated Legislation The Construction (Design & Management) Regulations 2007

###### Construction Phase:

The development should comply with the **Construction (Design and Management) Regulations 2007 (CDM)** specifically to ensure that health and safety matters relevant to development are considered from the start.

If the project is notifiable under CDM, it will be necessary to produce a **Health & Safety File** for the client and future user(s). The **Health & Safety File** constitutes a record of the health and safety information for the project's client or end-user and the responsibility for its preparation and upkeep rests with the **CDM Co-ordinator**; ideally the process should be an on-going one, not left until the construction is completed.

It is desirable for the **CDM Co-ordinator** to discuss the Health & Safety file with the **Client** early on in the project and the contents of the file will vary according to the complexity of the project but typically will include;

- a) record or as-built drawings and plans;
- b) general details of the construction methods and materials;
- c) details of the structures equipment and maintenance facilities;
- d) operating and maintenance manuals supplied by contractors and equipment manufacturers;
- e) procedures for cleaning;
- f) information relating to the location and type of emergency systems and fire fighting equipment; etc.

Further information can be obtained from the **Health & Safety Executive (HSE)** website [www.hse.gov.uk/construction/index.htm](http://www.hse.gov.uk/construction/index.htm) and from their publications – e.g. the *Construction Information* series.

### **Once built:**

While the responsibility for the enforcement of **CDM** rests with **HSE** throughout the construction phase, the **HSE** will also be the health & safety enforcing authority upon handover. You therefore need to be aware of the requirements of **CDM** and especially how the design will affect the end-user(s) of the development, to enable them to fulfil their duties under the **Workplace (Health, Safety and Welfare) Regulations 1992**

The matters that might need to be considered include:-

- a) measures for window cleaning and other suspended access operations;
- b) the design and layout of plant rooms for safe access and egress;
- c) the safety of lift servicing and maintenance and emergency provisions;
- d) the level of sanitary conveniences and washing and other workplace facilities;
- e) solar gain and ventilation requirements for different areas of the development;
- f) *Legionellosis* control and the installation of cooling towers;
- g) gas flooding fire protection systems;
- h) non-ionising radiation - e.g. cellular telephone system aerials and masts.
- i) Installing suitable floor surfaces with regard to minimising accidents and slips, trips and falls
- j) Workplace transport issues such as the segregation of traffic routes, including car parks from pedestrian areas and safe access to and from the site for delivery vehicles

Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

### **3 Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)**

The proposed passenger/goods lift must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation IS NOT ADEQUATE. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance.

Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

### **4. Sound Insulation.**

The sound insulation between flats in this development must meet or exceed the standards set out in approved Document E of the Building Regulations. Reference should be had to the Council's Building Control Department or an approved building inspector.

### **5. FIRE**

The plans submitted give no detail as to protection of the means of escape in the event of fire or provision of automatic fire detection. This must meet minimum standards required by current Building Regulations.

### **6. Housing Ventilation**

The mechanical ventilation to the bathrooms should comply with Part F of the Building Regulations 2010.

Where the kitchen areas form part of a living room they should be provided with mechanical extract ventilation (or other approved alternative to a window opening) to prevent transmission of water vapour and odours to the living areas.

### **7. Air pollution and noise from demolition or construction sites.**

*Smoke.*

Bonfires should not be used on any construction or demolition sites. Burning materials causes smoke that will contain carbon monoxide, particles and a range of noxious compounds. A bonfire will add to the background level of air pollution, which can cause adverse health affects to persons on site and beyond the site boundary. The smoke, smell and smuts from bonfires can also cause annoyance to neighbours and bonfires may get out of control and become dangerous.

The Clean Air Act 1993 makes it an offence to burn any material that results in the emission of dark smoke on industrial or trade premises (including demolition sites), with a maximum fine of £20,000.

The Environmental Protection Act 1990 gives Local Authorities and the Environment Agency the power to control smoke arising from burning waste on site. In cases where complaints have been received, or the Council has reason to believe that burning is to take place and nuisance is likely to occur, an Abatement Notice may be served prohibiting nuisance and specifying steps to be taken to minimise further problems. If the requirements of the notice are not satisfied the local authority can enforce by taking legal proceedings.

#### *Dust.*

Dust from demolition and construction work can also damage health and impact upon quality of life by leaving deposits on cars, windows and property. These impacts can be reduced through using measures such as:

- Using water sprays or sprinklers to suppress dust during dust generating activities such as filling skips, breakout of concrete and managing stock piles
- Washing the wheels of vehicles leaving the site if they are carrying mud or debris.
- Erecting solid barriers to the site boundary.
- Ensuring that lorries leaving the site carrying debris or waste are properly covered.
- Cleaning the road and footpath near the site entrance as required.
- 

Where disk cutters are to be used they should have a dust bag, have water suppression or the working area should be wet prior to use of the machinery.

Where demolition or construction is due to occur over greater than one week the contractor should provide the local authority with a dust management protocol. This should detail the identification of dust generating activities, their location, duration and the means by which the dust shall be suppressed.

Under the Environmental Protection Act 1990 dust from a demolition or construction sites may, like smoke, be a statutory nuisance. As above the local authority may serve an abatement notice on the person responsible and take legal proceedings if the notice is not complied with. Detailed guidance on dust issues relating to construction sites can be found in the Building Research Establishment documents 'Control of dust from construction and demolition activities' and 'Improving air quality in urban environments: Guidance for the construction industry'.

In addition, the GLA Best Practice Guide for dust, currently in draft format, is seen as the most comprehensive dust management protocol. Contractors should be aware of its details regarding the efficient management of dust and particulate on site.

[http://www.london.gov.uk/mayor/environment/air\\_quality/construction-dust.jsp](http://www.london.gov.uk/mayor/environment/air_quality/construction-dust.jsp)

#### *Noise.*

The redevelopment of a site involving demolition and construction activities will inevitably cause some noise that affects neighbouring residential or commercial properties. You can reduce or avoid annoyance for neighbours by informing the neighbours before demolition or construction work starts telling them about the work and what to expect. Give the neighbours a contact name and telephone number and keep them informed. If a neighbour does makes a complaint try to resolve the matter straight away.

Complaints are often made in relation to noise at unsociable hours of the day. We recommend working hours of 8 AM – 6 PM Monday to Friday and 8 AM – 1 PM on Saturdays. No noisy works should be carried out on Sundays and Bank/Public Holidays.

The Control of Pollution Act 1974 gives the council the power to serve a Notice upon contractors or developers which sets out how works should be carried out in order to minimise noise arising from demolition or construction activities. This may involve restricting the hours of noisy operations audible beyond the site boundary, the provision of noise barriers and precluding the use of certain plant.

Developers and contractors have the option of applying to the Council for approval of their works prior to commencement.

Detailed guidance on noise issues relating to construction sites can be found in BS 5228 *Noise control on construction and open sites*. In particular, Part 1, "Code of Practice for basic information and procedures for noise control" will be useful because as well as giving general advice, it describes a method for predicting noise from construction sites.

#### *General.*

Developers should be aware that there are likely to be other Acts or legislation that are not covered in this document and that acts and regulations identified within the document may have been superseded.

Please note that if you are carrying out demolition works you may need to notify the council as required by the Building Act 1984. This enables the council to protect public safety and ensure that adjoining premises and the site are made good on completion of the demolition.

For further information contact London Borough of Newham Council Building Control Service on 020 8430 2000 or Email: [reception.bco@newham.gov.uk](mailto:reception.bco@newham.gov.uk)

For specific queries about air pollution or noise from construction or demolition sites please contact Pollution Control, Housing & Public Protection, Third Floor, West Wing, Newham Dockside, Dockside Road, London E16 2QU.

Tel 020 3373 0643 - email: [pollution.inquiry@Newham.gov.uk](mailto:pollution.inquiry@Newham.gov.uk).

#### **8. Air Quality Management Area**

The proposed development lies adjacent to Newham's Air Quality Management Area that was declared in March 2002. When deciding upon ventilation to the building you should consider how to reduce exposure to road traffic pollution. For details of the area, the review and assessment of air quality in Newham and the Action Plan that sets out how the Council will act to tackle air pollution the applicant should contact Public Protection (Pollution Control Unit) at Pollution Control Unit, Housing & Public Protection, Third Floor, West Wing, Newham Dockside, Dockside Road, London E16 2QU Tel 020 3373 0643.

#### **9. Water Pressure**

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

## **Summary of Policies and Reasons:**

In accordance with Article 31 of the Town and Country Planning (Development Management Procedure) (England) Order 2010, the following is a summary of the reasons for the grant of planning permission, together with a summary of the policies in the development plan which are relevant to the decision to grant permission.

Each of the reasons set out below, reflects the topics and issues identified in the report to the ODA Planning Committee. The Planning Committee reached its decision on the application on the basis of the Committee Report, the Report Update, the presentations at the Committee made by the Planning Decisions Team and the applicant and the application drawings and illustrative images of the development that were made available at the Committee meeting.

The minutes of the 13<sup>th</sup> December 2011 ODA Planning Committee provide an account of the discussion, debate and voting on this application. The following issues, in particular, were discussed at the meeting.

## **Principle of Development**

### **1. Regeneration**

The principle of development on the Stratford Rail Lands has been established in strategic and local plan policies. As a part of the Stratford Rail Lands the development of the site would contribute toward the regeneration of Stratford and strengthen its role as a Major Town Centre and emerging Metropolitan Centre, in accordance with the following policies:

#### London Plan July 2011

##### **2.13 - Opportunity Areas**

The site is within the Lower Lee Valley Opportunity Area. Within such an area development should support the wider regeneration objectives; contribute towards meeting housing and employment targets, make the best use of transport infrastructure and promote inclusive access, including walking and cycling.

##### **2.14 - Areas for Regeneration**

Within the areas for regeneration shown on Map 2.5 the Mayor will work with strategic and local partners to co-ordinate their sustained renewal by prioritising them for neighbourhood-based action and investment.

#### London Borough of Newham Local Development Framework

Core Strategy Development Plan Document (approved by the Council to be adopted 22 January 2012)

##### **S1 - Spatial Strategy**

The objective of this overarching spatial strategy is to focus major development proposals in the 'Arc of Opportunity' to secure transformational change for the borough and its residents and to integrate the Arc with the existing neighbourhoods elsewhere in the borough and beyond. The priority is to build communities that work and to ensure that growth contributes to achieving convergence. It is proposed to provide 37,500 homes between 2012 and 2027, but this must not be at the expense of creating new jobs for residents and the creation of mixed and balanced communities.

##### **S2 - Stratford and West Ham**

The area will play a central role in the delivery of the Olympic Legacy by developing Stratford as a thriving Metropolitan Centre that acts as hub for new and rejuvenated communities, employment and education; makes strong connections between the existing town centre and surrounding areas and becomes a vibrant piece of new city supported by heritage assets, waterways and green space that will serve an international and regional community whilst retaining the distinct heritage and character of this part of London's East End.



The policy sets out that new and rejuvenated communities providing approximately 19,700 new additional homes will be developed in this area. Proposals which address and, where appropriate, accord with the following will be supported;

1. Contribute to the creation of a Metropolitan Centre at Stratford, including a wide spectrum of uses that are linked to new and rejuvenated neighbourhoods within and beyond the borough;
2. Improve connectivity to overcome barriers to movement caused by railways, roads, waterways and key development sites to increase integration with surrounding areas and between new and existing communities;
3. Sensitively integrate heritage assets within new areas of development to enhance the built environment;
4. Ensure all new development is closely integrated with its surroundings to create successful high quality and well connected areas, including the limitation of new buildings to identified suitable locations;
5. Ensure all new development is supported by the timely provision of infrastructure;
6. Improve the provision, quality and access to open space, including the Greenway and waterways;

#### S02 Stratford Waterfront

The major areas of change in Stratford and West Ham comprise ten strategic sites including Zone 2 and 7 of the Stratford City development and the Aquatics Centre and adjoining legacy development sites. These sites will be developed with a mix of high density residential, offices and ground floor community facilities, leisure/café, food and drink. The sites will have connections to Stratford City and the Olympic Park.

## 2. Student Housing

Stratford is identified in the London Plan as an area for university campus expansion and relocation. An existing shortfall of student accommodation has been identified and the residential accommodation would thus meet local and strategic need. The proposals are in accordance with the following policies;

### London Plan July 2011

#### 2.16 - Strategic Outer London Development Centres

The Mayor and Boroughs will identify, develop and promote strategic development centres in outer London or adjacent parts of inner London. (Including Higher Education development at Stratford).

#### 3.4 - Optimising Housing Potential

Housing development for different types of location should be optimised. The accompanying table sets out broad ranges of density for residential development based on accessibility to public transport to optimise

#### 3.8 - Housing Choice

The need for different types of residential accommodation should be identified within boroughs to ensure that ...strategic and local requirements for student housing meeting a demonstrable need are addressed without compromising capacity for conventional homes.

### London Borough of Newham Local Development Framework

Core Strategy Development Plan Document (approved by the Council to be adopted 22 January 2012)

#### H3 - Specialist accommodation Needs

The Council will seek to ensure that the needs of all types of households are considered and that appropriate forms of accommodation are provided where this need has been clearly demonstrated and this aligns with the Spatial Vision.

Development proposals which meet the following criteria will be supported;

1. The accommodation is appropriately located in terms of the needs of its occupants;
2. It does not prejudice the amenities or unique characteristics of the existing neighbourhood;

3. Adequate transport and supporting facilities are provided for the intended occupants.

### **Design and Visual Impact**

The design of the building is considered to be well considered and its relationship with the area within which it is located will contribute to creating an attractive and interesting area of new city. The decision to grant planning permission has been taken having full regard to the BRE "Site Layout Planning for Daylight and Sunlight: a guide to good practice" (1992) and BS 8206-2: 2008 'Lighting for buildings Part 2: Code of Practice for Daylighting' in respect of internal daylight within residential dwellings and to the Average Daylight Factor and Vertical Sky Component studies prepared on behalf of the applicant by Building Design Partnership. The assessments demonstrate that there would low levels of internal daylight within the proposed development in the event that development consented for Zone 2 by planning permission 07/90023/VARODA (as amended by 11/90463/NMAODA) and approved in the Zonal Masterplan for Zone 2 (11/90464/AODODA) is built out to its full and highest extent. The impact of the future approved development in Zone 2 on this proposed development was taken into account by the Local Planning Authority and it is satisfied that the daylight levels within the development hereby permitted will be acceptable for student accommodation only if the development consented for Zone 2 is built out to the full and highest permitted extent.

It is therefore considered that the proposal accords with relevant policies set out within the London Plan and the London Borough of Newham Unitary Development Plan, as follows: -

#### London Plan 2011

##### **3.4 - Optimising Housing Potential**

Housing development for different types of location should be optimised. The accompanying table sets out broad ranges of density for residential development based on accessibility to public transport to optimise

##### **7.6 - Architecture**

Architecture should make a positive contribution to a coherent public realm, streetscape and wider cityscape. It should incorporate the highest quality materials and design appropriate to its context.

##### **7.7 - Location and Design of Tall Buildings**

Tall buildings should be located where they make a significant contribution to local regeneration. They should be of the highest architectural quality and should not have a negative impact on the amenity of surrounding uses.

#### London Borough of Newham Local Development Framework

Core Strategy Development Plan Document (approved by the Council to be adopted 22 January 2012)

##### **SP3 - Quality Urban Design within Places**

Seeks to secure a high quality of urban design in new buildings and spaces created, contributing to safe, sociable and inclusive mixed and balanced communities and places that people feel proud of. Development will be expected to realise a high quality of urban design in the new buildings and spaces that are created, helping to engender safe, sociable and inclusive mixed and balanced communities and places that people feel proud of.

Proposals that address the following criteria will be supported;

1. Contribute towards the creation and continued support for mixed use areas with an integrated range of high quality accommodation for living, community facilities and workplaces, ensuring easy and inclusive access to these and associated walking, cycling and public transport links.
2. Avoid problems related to 'bad neighbour' uses, vacant premises and inactive frontage, flood risk and cumulative impact.
3. Minimise environmental impact, incorporate sustainability features into buildings, spaces and neighbourhoods at an early stage of the design process.

4. Seek to reinforce local character and secure integration and coherence with the local context.
5. Make the public realm attractive as a social meeting place to be enjoyed by the whole community, creating a sense of safety and security and help to prevent crime and anti-social behaviour.
6. Provide legible, connected networks of streets, spaces and parks conducive to travel on foot or by bike.

#### SP4 - Tall Buildings

The policy seeks to control the location and form of new tall buildings in the borough on a strategic basis to ensure they contribute to best effect in signifying regeneration and creating successful places.

Locations on strategic sites with good public transport access within the Arc of Opportunity will be regarded as suitable locations for tall buildings where they will contribute to legibility, place-making and sustainable community objectives, whilst ensuring sufficient space between clusters. It is expected that tall buildings will meet exemplary design and management standards paying particular attention to local context, the strength and weaknesses of tall buildings and the importance of integration with and positive contribution to their surroundings.

#### Accessibility

In terms of Access the proposed development will make provision for accessible rooms for students, lift access to all floors and step free access. A condition is recommended to require an Accessibility Management Plan and the provision of blue badge parking spaces will be reviewed through the Travel Plan. It is therefore considered that the proposal accords with relevant policies set out within the London Plan and the London Borough of Newham Unitary Development Plan, as follows:

#### London Plan July 2011

##### 7.2 - An Inclusive Environment

Design and Access Statements should explain how principles of inclusive design have been integrated into the proposed development and how inclusion will be managed and maintained.

#### London Borough of Newham Local Development Framework

Core Strategy Development Plan Document (approved by the Council to be adopted 22 January 2012)

#### SP3 - Quality Urban Design within Places

Seeks to secure a high quality of urban design in new buildings and spaces created, contributing to safe, sociable and inclusive mixed and balanced communities and places that people feel proud of. Development will be expected to realise a high quality of urban design in the new buildings and spaces that are created, helping to engender safe, sociable and inclusive mixed and balanced communities.

#### Transport

The site has good connections to the local and regional highway networks and is in close proximity to a range of public transport options. Traffic impacts from the development will be negligible and a Travel Plan will be adopted for the residential element of the development. The proposals will be in accordance with the following policies;

#### London Plan 2011

##### 6.3 - Assessing the Effects of Development on Transport Capacity

Development proposals should ensure that impacts on transport capacity and the transport network are fully assessed.

#### 6.9 - Cycling

Development should provide secure, integrated and accessible cycle parking facilities in line with minimum standards.

#### 6.13 - Parking

Development must make provision for disabled people, meet minimum cycle parking standards and provide for the needs of businesses for delivery and servicing.

### London Borough of Newham Local Development Framework

Core Strategy Development Plan Document (approved by the Council to be adopted 22 January 2012)

#### INF 2 - Sustainable Transport

A more sustainable pattern of movement in the borough is sought through maximising the efficiency and accessibility of the borough's transport network on foot, cycle and public transport to reduce congestion, enable development, improve health, fitness and well being of residents and make necessary car journeys easier.

Development should include appropriate cycle and car-parking to the standards set out in the London Plan. Transport Assessments and Travel Plans will be required to show the likely impacts of trip generation and to include acceptable, robust monitored proposals to counter or minimise the potential impacts identified, including 'smarter travel' strategies and plans; and measures to facilitate and encourage more widespread walking, cycling and public transport use.

#### **Sustainability**

With regard to sustainability, the development will achieve a BREEAM rating of 'Excellent'. Carbon emissions will be reduced by 26% by a range of measures including connection to the Stratford Heating Network and inclusion of photovoltaic cells within the development.

It is therefore considered that the proposal accords with relevant policies set out within the London Plan and the London Borough of Newham Unitary Development Plan, as follows: -

### London Plan 2011

#### 5.2 - Minimising Carbon Dioxide Emissions

Development proposal should make the fullest contribution to minimising carbon dioxide emissions in accordance with the hierarchy of Be Lean; Be Clean; Be Mean.

#### 5.3 - Sustainable Design and Construction

Development proposals should demonstrate that sustainable design standards are integral to the proposal, including its construction and operation, and ensure that they are considered at the beginning of the design process.

#### 5.6 - Decentralised Energy in Development Proposals

Major development proposals should select energy systems in accordance with the hierarchy of Connection to existing heating or cooling networks; Site wide CHP; Communal heating and cooling.

#### 5.7 - Renewable Energy

Major development proposals should provide a reduction in expected carbon dioxide emissions through the use of on-site renewable energy generation where feasible.

### London Borough of Newham Local Development Framework

Core Strategy Development Plan Document (approved by the Council to be adopted 22 January 2012)

## SC2 - Energy

Carbon emissions from new and existing development should be reduced. Measures will include;

1. All new residential development built in line with the London Plan and Building Regulations should reach zero carbon by 2016 (or any subsequently adopted national standard on energy and low carbon design).
2. Connections to, or provision for connection to, decentralised heat networks should be sought.
3. On-site renewable energy generation.

## INF4 - Local Heat and Power Networks

Growth in local heat and power networks is proposed to reduce carbon emissions and increase the borough's energy resilience. Applications for major developments in the vicinity of an existing or a planned district heating network should provide for connection to that network, either at the same time as the development is undertaken or, if not then feasible, the development should ensure that a future connection can be made.

## Environmental Considerations

Air Quality Scheme objectives for Nitrogen Dioxide and Particulate Matter are likely to be met at the facades of the proposed development. The impacts of noise and vibration from the adjoining railways and roads will be mitigated to acceptable levels by adaptations to the design of the building and these measures will be required to be agreed pursuant to conditions. The development will not result in adverse environmental conditions in accordance with the following policies;

### London Plan 2011

#### 7.14 - Improving Air Quality

Development proposals should minimise increased exposure to existing poor air quality and make provision to address local problems of air quality (particularly within Air Quality Management Areas).

#### 7.15 - Reducing Noise and Enhancing Soundscapes

Development proposals should seek to reduce noise by minimising the existing and potential adverse impacts of noise on, from, within, or in the vicinity of development proposals.

### London Borough of Newham Local Development Framework

Core Strategy Development Plan Document (approved by the Council to be adopted 22 January 2012)

#### SP2 - Healthy Neighbourhoods

The objective of this policy is to promote healthy lifestyles, reduce health inequalities and create healthier neighbourhoods. Development should (inter alia) improve air quality; improve employment levels whilst attending to the environmental impacts of economic development including community/public safety, noise, vibrations, odour and the legacy of contaminated land; improve housing quality and reduce crime and improve inclusion through better urban design; facilitate and promote walking and cycling; provide or improve inclusive open space and sports facilities; provide new or improved health facilities.

Newham Unitary Development Plan (Adopted June 2001) (saved from 27th September 2007 in accordance with the direction from the Secretary of State) Extant Policies

#### EQ48 - Noise Sensitive Development

In considering planning applications for new noise-sensitive development, the council will apply the concept of 'noise exposure categories' (NECs) to assist it in assessing the acceptability of the proposal. Where noise-sensitive development is proposed close to a permanent source of noise generation or vibration, the council may require the applicant to demonstrate through the submission of an acoustic assessment or an assessment of the transmission of vibrations that: a) the site is

suitable for the development proposed; or b) the development will incorporate appropriate acoustic and vibration attenuation measures to achieve a satisfactory environment. Where it is not possible to incorporate attenuation measures, planning permission for noise-sensitive development on a category d site will normally be refused.

Dated this: March 2012



**Vivienne Ramsey**  
Director of Planning Decisions  
Olympic Delivery Authority

DRAFT

## Olympic Delivery Authority

### TOWN AND COUNTRY PLANNING ACT 1990

#### 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 the Environment under Section 78 of the Town and Country Planning Act 1990.
- \* If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to Newham Council) 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.planningportal.gov.uk/pca](http://www.planningportal.gov.uk/pca). 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 Office of the Deputy Prime Minister 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.