

DATED 25th August 2016



(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) WATKIN JONES GROUP LIMITED

(3) OVERLAND WORLDWIDE LIMITED

PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990

and all other powers enabling

relating to Duncan House, High Street, Stratford, London E15 2JB

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THIS AGREEMENT is made on 25th August 2016.

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **WATKIN JONES GROUP LIMITED** (Company Number 04084303) of Llandygai Industrial Estate, Bangor, Gwynedd, LL57 4YH (the "**Owner**");
- (3) **OVERLAND WORLDWIDE LIMITED** (incorporated in British Virgin Islands) care of Evans Dodds, 5 Balfour Place, London W1K 2AU (the "**Chargee**").

RECITALS

WHEREAS:

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development Corporation (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry under title number EGL 327918.
- (C) The Chargee has the benefit of a charge against title number EGL 327918 dated 18 March 2016.
- (D) The Planning Application was validated by the LPA on 10 December 2015.
- (E) On 28 June 2016 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

OPERATIVE PROVISIONS:

1. INTERPRETATION

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

"1990 Act"	Town and Country Planning Act 1990;
"Affiliate"	a self-governing college, institute or university which has been or is approved at any time by the board of trustees of the University of London to be a college, institute or university affiliated to the University of London;

"Agreement"	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;
"Anticipated Commencement Date"	the date on which the Owner reasonably considers in all the circumstances that the Development will be Commenced;
"Approve"	<p>a decision by the LPA to approve a Submitted Document pursuant to any of the following:</p> <ol style="list-style-type: none"> 1. Clause 9 (approval of a Submitted Document as submitted); 2. Clause 10.2.2 (approval of a Submitted Document incorporating the Report Amendments); 3. Clause 10.3.3 (approval of a Submitted Document following a meeting to discuss the Report Amendments); 4. Clause 10.4.3 (approval following a meeting to discuss a Submitted Document following non-determination by the LPA); 5. Clause 11 (approval of a Submitted Document following a decision of the Expert) <p>and "Approval" and cognate expressions shall be construed accordingly;</p>
"Building"	means a building comprised in the Development;
"Commencement"	the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly;
"Commencement Date"	means the date upon which the Development is Commenced;

"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and "Complete" and "Completion" shall be construed accordingly;
"Comply"	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly;
"Condition"	means a condition of the Planning Permission;
"Consent"	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;
"Council"	means the London Borough of Newham and its successor in function;
"Council's Area"	means the administrative area of the Council;
"CPI"	means the Consumer Prices Index published by the Office for National Statistics or any official publication substituted for it;
"Development"	the development of the Site and all other operations and/or works authorised by the Planning Permission;
"Dispute"	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
"Expert"	an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute;
"Family Housing Units"	means Residential Units with three or more bedrooms;
"First Occupation"	means first Occupation of the Development or any part thereof;
"General Building Cost Index"	means the <i>General Building Costs Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the

	Owner;
"Index"	means: <ol style="list-style-type: none"> 1. the General Building Cost Index in respect of all contributions paid pursuant to this Agreement where it is known at the date of payment that such contributions are to be spent on the construction of facilities and/or infrastructure; 2. in all other cases the CPI;
"Indexed"	means in relation to any sum that it is to be increased in accordance with clauses 16.2 and 16.3;
"LPA Response Date"	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where: <ol style="list-style-type: none"> 1. the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or 2. the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document;
"Occupy" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out, decoration, marketing or security operations;
"Off Site"	on land outside the Site;
"Olympic Legacy Area"	the administrative area of the London Borough Councils of Tower Hamlets, Hackney, Waltham Forest and the Council;
"On Site"	on land within the Site;
"Parties"	the parties to this Agreement and the word "Party" shall mean either one of them;
"Plan 1"	means the plan annexed to this Agreement

at Appendix 1;

"Planning Application"

the application for planning permission submitted to the LPA by GL Hearn on behalf of Watkin Jones and Son Limited and the Chargee on 27 November 2015 and supplemented by further information submitted on 15 April 2016 and given reference number 15/00598/FUL by the LPA for the demolition of existing buildings and redevelopment of the site to provide student accommodation (Sui Generis – 511 beds), residential accommodation (Class C3 – 44 units), education facility (Class D1 – 3,150 sqm GIA), and affordable workspace (Class B1 – 688 sqm) within a building of maximum height 97.05m AOD and for the provision of public realm to Lett Road/ Stratford High Street and Lett Road/Jupp Road junctions, alterations to the public highway, provision of new accesses and other associated works;

"Planning Permission"

the planning permission which may be granted subject to conditions for the proposals within the Planning Application and a draft of which is attached at Appendix 2;

"Private Residential Units"

means Residential Units which are neither Affordable Rented Housing Units nor Shared Ownership Units nor Intermediate Housing Units provided pursuant to paragraph 2 of Schedule 1;

"Reasonable Endeavours"

that it is agreed by the Parties that the Owner under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Owner will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or such reasonable and proper sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);

"Refusal Notice"

a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve and enclosing the Report Amendments;

"Report Amendments"

those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such

Submitted Document together with brief reasons why it requires those amendments to be made to enable it to Approve such Submitted Document;

"Requisite Consents"

such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;

"Residential Units"

means the 44 residential units provided as part of the Development and "Residential Unit" shall be construed accordingly;

"Site"

the land shown edged red on Plan 1;

"Submitted Document"

any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement;

"Utility Undertaker"

means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site;

"University of London"

means the University of London and includes any Affiliate (and references to students of the University of London includes students of the University of London and students of its Affiliates)

"Working Day"

a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive.

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of an Appendix to this Agreement;
- (e) table is to a table of an Appendix to this Agreement;

- (f) Recital is to a Recital to this Agreement; and
- (g) Plan, is to a Plan annexed to this Agreement as an Appendix;

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

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

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

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

1.2.5 references to the Site include any part of it;

1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and includes its successors to the functions of the LPA;

1.2.7 "including" means "including without limitation";

1.2.8 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;

1.2.9 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;

1.2.10 any obligation, covenant, undertaking or agreement by the Owner or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;

1.2.11 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.

1.3 The Interpretation Act 1978 shall apply to this Agreement.

1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Owner is subject to the obtaining or securing of Requisite Consents the Owner shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site;

PROVIDED THAT if the Owner in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Owner in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Owner's freehold interest in the Site and, subject to Clauses 2.4, 2.6 and 2.7, the said obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it insofar as they have an interest in that part of the Site upon which any breach of the obligations, covenants and undertakings occurs and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 This Deed (with the exception of Schedule 1 in respect of Affordable Housing Units) shall not be enforceable against owner-occupiers or tenants of Residential Units or mortgagees or charges thereof or occupiers of the Student Accommodation constructed pursuant to the Planning Permission nor against those deriving title from them.

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

3. **CONDITIONALITY**

Save where expressly provided to the contrary this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

4. **THE OWNER'S COVENANTS WITH THE LPA**

- 4.1 Subject to clauses 2.3, 2.6 and 2.7 the Owner on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:
- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every one of the obligations, covenants and undertakings on the part of the Owner contained in this Agreement;
- 4.1.2 notify the LPA within 5 Working Days of each Owner's interest in the Site being transferred save that this shall not apply to a transfer of individual Residential Units or Student Accommodation Units (as defined in Schedule 3);

4.1.3 not encumber or otherwise deal with their 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; and

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

5. THE LPA'S COVENANTS WITH THE OWNER

5.1 The LPA covenants with the Owner that it shall procure performance of and Compliance with, each and every one of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

5.2 Subject to Clause 5.3 the LPA covenants with the Owner that it shall use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 Where any payment is made by the Owner to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("Other Statutory Authority") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies (subject to Clause 5.4).

5.4 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.3 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid and the monies shall only be paid to the Other Statutory Authority upon receipt of such assurance.

6. NOTICES

6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

6.1.1 if delivered by hand, the next Working Day after the day of delivery; and

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

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions,
London Legacy Development Corporation – Planning

Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

For the attention of: Anthony Hollingsworth

Owner:

Address: Watkin Jones Group Limited
Llandygai Industrial Estate
Bangor
Gwynedd
LL57 4YH

For the attention of: The Directors

Chargee:

Address: Overland Worldwide Limited
c/o Evan Dodds
5 Balfour Place
London
W1K 2AU

For the attention of: The Directors

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

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

7.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the Owner for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has

been satisfied (wholly or in part) the Owner shall as soon as reasonably practicable issue a notification to such effect.

8. VERIFICATION AND ENFORCEMENT

The Owner shall permit the LPA and its 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 of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with PROVIDED THAT the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. APPROVAL

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

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

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

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

10. REFUSAL NOTICE

10.1 Not more than five Working Days from receipt of the Refusal Notice the Owner shall confirm to the LPA whether it accepts the Report Amendments.

10.2 In the event the Owner confirms that it does accept the Report Amendments the following provisions shall apply:

10.2.1 within 10 (ten) Working Days of the LPA's receipt of such confirmation the Owner shall submit the revised Submitted Document incorporating the Report Amendments to the LPA for Approval;

10.2.2 the LPA shall by no later than the LPA Response Date confirm to the Owner whether or not it Approves the revised Submitted Document;

10.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 11.

10.3 In the event the Owner confirms that it does not accept the Report Amendments the following provisions apply:

10.3.1 not more than 10 (ten) Working Days after such confirmation the Owner and the LPA shall meet to discuss the Report Amendments and the Submitted Document;

- 10.3.2 in the event the Owner and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 11 shall apply;
- 10.3.3 in the event the Owner and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Owner shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Owner whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.
- 10.4 In the event the LPA does not Approve the Submitted Document or issue a Refusal Notice within the time period specified in Clause 9 the following provisions shall apply:
- 10.4.1 not more than five Working Days after the expiry of the time period for such Approval being made the Owner and the LPA shall meet to discuss the Submitted Document;
- 10.4.2 in the event the Owner and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 11 shall apply;
- 10.4.3 in the event the Owner and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:
- (a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Owner shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Owner whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply; or
- (b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Owner whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.
- 10.5 The LPA and the Owner may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 10.1 to 10.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.
11. **DISPUTE RESOLUTION**
- 11.1 One Party may by serving notice on all the other Parties (the "**Notice**") refer a Dispute to an Expert for determination.
- 11.2 The Notice must specify:
- 11.2.1 the nature, basis and brief description of the Dispute;
- 11.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and

11.2.3 the proposed Expert.

- 11.3 In the event that the Parties are unable to agree who should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 11.7 provides otherwise) to nominate the Expert at their joint expense.
- 11.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 11.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 11.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 11.7 Where the Parties are unable to agree who should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- 11.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
- 11.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
- 11.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 11.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 11.7.5 in all other cases, the President of the Law Society to nominate the Expert.

12. **NO WAIVER**

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

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

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

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

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

15. THE LPA'S COSTS

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

15.1.1 the LPA's reasonable and proper legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement) to a maximum of £7,500; and

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

16. FINANCIAL CONTRIBUTIONS AND INDEXATION

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

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

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

17. CHARGEES CONSENT

17.1 The Chargee acknowledges and declares that:-

17.1.1 this Agreement has been entered into by the Owner with its consent;

17.1.2 the Site shall be bound by the obligations contained in this Agreement; and

17.1.3 the security of the mortgagee over the Site shall take effect subject to this Agreement.

17.2 The Chargee being a full member of the Council of Mortgage Lenders or otherwise approved in writing by the Council on a case-by-case basis will be liable only for any breach of the provisions of this Agreement during such period as he is a Chargee in possession of the Site.

18. JURISDICTION AND LEGAL EFFECT

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

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

19. **EXECUTION**

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

SCHEDULE 1

AFFORDABLE HOUSING

DEFINITIONS

- "Affordable Housing"** means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;
- "Affordable Housing Contract"** means a binding contract between the Owner and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider;
- "Affordable Housing Plan"** means proposed floorplan drawings numbered L(-)001-N, 002-N, 003-O appended hereto at Appendix 5;
- "Affordable Housing Provider"** means a provider of Affordable Housing Approved in respect of the Development pursuant to paragraph 1.1 of this Schedule;
- "Affordable Housing Units"** means the 22 (twenty two) Residential Units to be provided as Affordable Housing pursuant to this Schedule;
- "Affordable Housing Management Scheme"** means a scheme specifying:-
- (a) management and servicing arrangements for the Affordable Housing Units; and
 - (b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charge.
- "Affordable Rented Housing"** means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of

local market rents;

"Affordable Rented Housing Units"

means Affordable Housing Units to be made available for Affordable Rented Housing pursuant to paragraph 2 of this Schedule;

"Affordable Rents"

means the rents (inclusive of service charge) not exceeding those set out in the table below:

Size of Affordable Housing Unit	Maximum rent
1 bedroom	80% of local market rent
2 bedroom	70% of local market rent
3 bedroom	60% of local market rent

SUBJECT TO an annual percentage rent increase by reference to the amount of the annual increase in the CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA in **"The Regulatory Framework for Social Housing in England from April 2015 (Rent Standard Guidance)"** or any successor guidance;

"Grant Funding"

means any capital funding provided by the HCA, Greater London Authority or any other public body for the delivery of additional Affordable Housing in the Development;

"Homes and Communities Agency" or "HCA"

means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the Homes and Communities Agency;

"Intermediate Housing"

means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Shared Ownership Housing or shared equity housing, intermediate rent and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2015 (consolidated with amendments from 2011);

"Intermediate Housing Units"

means Affordable Housing Units which are to be made available as Intermediate Housing

pursuant to paragraph 2 of this Schedule

"Lifetime Home Standards"

means the incorporation of the 16 design standards which together create a flexible blueprint for accessible and adaptable housing published by the Joseph Rowntree Foundation Lifetime Homes Group and which standards incorporate all of the Part M Building Regulations and relevant parts of the Housing Corporation Design and Quality Standards;

"Model Form of Lease"

means the model forms of lease for Shared Ownership Housing published by the HCA from time to time;

"National Rent Regime"

means the regime under which the social rents of tenants of social housing are set, with particular reference to the DCLG's Guidance on Rents for Social Housing (May 2014) and Direction on the Rent Standard (May 2014) and the Welfare Reform and Work Act 2016 (as the same may be amended or superseded);

"Perpetuity"

means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of an Affordable Housing Unit;

"Rental Cap"

means the weekly rents (inclusive of service charge) set out in the table below:

Size	Weekly Rent (inc Service Charge) on first letting of an Affordable Rented Housing Unit
1 bedroom	£172.00
2 bedroom	£202.00
3 bedroom	£230.00

PROVIDED THAT if on the first letting of an Affordable Rented Housing Unit the London Borough of Newham's Local Housing Allowance rate for that Affordable Rented Housing Unit is higher than the rate set out above then the Weekly Rent (including Service Charge) on first letting of an Affordable Rented Housing Unit shall be at the London Borough of Newham's Local Housing Allowance rate in lieu of that set out above

SUBJECT TO an annual percentage rent increase by reference to the amount of the annual increase in the CPI + 1% (calculated from the date of this Agreement and based on

the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA pursuant to the consultation entitled "**The Regulatory Framework for Social Housing in England from April 2012 Annex A: Rent Standard Guidance**)";

"Rents and Nominations Agreement"

means the Council's standard rents and nominations agreement;

"Shared Ownership Housing"

means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease;

"Shared Ownership Units"

means Affordable Housing Units to be made available for Shared Ownership Housing pursuant to paragraph 2 of this Schedule;

"Social Homebuy"

means a scheme whereby an Affordable Housing Provider may sell an Affordable Housing Unit to the tenant of that Affordable Housing Unit;

"Social Rented Housing"

means rented housing for which guideline target rents are determined through the National Rent Regime;

"Staircasing"

means the purchase by the owners of additional equity in a Shared Ownership Unit or shared equity unit;

"Target Rents"

means rents for Social Rented Housing calculated in accordance with the National Rent Regime.

1. AFFORDABLE HOUSING PROVIDER

1.1 Prior to Commencement of Development the Owner shall submit to the LPA and obtain its Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Provider for the Development provided that the Owner shall be able to add companies or organisations to this list in the event that an Affordable Housing Provider cannot be secured from the companies or organisations on the list submitted prior to Commencement of Development with the Approval of the LPA.

1.2 The Owner will:

1.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Housing Units to be provided pursuant to paragraph 2 of this Schedule; and

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

2. MINIMUM AFFORDABLE HOUSING PROVISION

2.1 Not less than 22 (twenty two) Residential Units shall be provided as Affordable Housing Units (being 50% of the Residential Units).

2.2 The Affordable Housing to be provided pursuant to paragraph 2.1 above shall comprise the following unit size mix and the Affordable Housing (including the Shared Ownership Housing) shall be located on the Site in accordance with the Affordable Housing Plan (unless otherwise agreed in writing with the LPA):

	1 bed/2 person units	2 bed/4 person units	3 bed/5 person units	Total number of units
Affordable Rented Housing Units	4	6	1	11
Shared Ownership Units	4	6	1	11

2.3 Not more than 15 of the Private Residential Units shall be Occupied until:

2.3.1 11 of the Affordable Housing Units are:

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

2.4 Not more than 20 of the Private Residential Units shall be Occupied until:

2.4.1 one hundred per cent (100%) of the Affordable Housing Units are:

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

3. AFFORDABLE RENTS AND AFFORDABILITY CRITERIA

3.1 The rent (inclusive of service charge but exclusive of council tax and other outgoings) charged for the first letting of any Affordable Rented Housing Unit shall not exceed the applicable Affordable Rents **PROVIDED THAT:**

3.1.1 the Owner shall obtain the written agreement of the LPA as to the amounts of the weekly rents and the LPA shall act reasonably when agreeing any proposed revisions to these weekly rents; and

3.1.2 the Affordable Rents shall not exceed the relevant Rental Cap.

3.2 The rents (inclusive of service charge) on subsequent lettings and tenancy renewals of any Affordable Rented Housing Unit (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the applicable Affordable Rents unless otherwise agreed in writing with the LPA.

3.3 The cost of rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the Greater London Authority from time to time.

4. GRANT FUNDING

4.1 If Grant Funding is being sought the Owner shall:

4.1.1 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;

4.1.2 if Grant Funding is secured, notify the LPA as to the quantum, tenure and proposed location of the additional Affordable Housing to be provided in the Development.

4.2 The LPA shall provide such non-financial support as may be reasonably requested by the Owner in respect of any applications for Grant Funding pursuant to Paragraph 4.1 above.

4.3 If Grant Funding is offered or secured subject to conditions that would prevent the Owner from complying with any of the obligations in this Schedule, the Owner and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the Development with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.

4.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Owner shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or Commencement of Development notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "Grant Funded Unit").

4.5 In respect of the disposal of any Grant Funded Unit the purchase price shall not exceed eighty five per cent (85%) of the market value of that unit on the assumption that it is a Private Residential Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.

4.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Owner in respect of the Staircasing of a Grant Funded Unit less the Owner's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Owner towards the provision of additional Affordable Housing within the LPA's administrative area.

5. GENERAL

5.1 The Owner hereby covenants with and undertakes to the LPA that the Owner will in respect of Affordable Housing:-

5.1.1 not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity;

5.1.2 provide that 2 of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible dwellings to the LPA for Approval prior to Commencement of the Development and notify the LPA at least nine months prior to their Completion;

5.1.3 provide the Affordable Housing Units in accordance with the London Mayor's Housing Supplementary Planning Guidance Housing (November 2012) and Lifetime Home Standards;

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

unless agreed otherwise with the LPA in writing.

5.2 The provisions of this Schedule will not bind:

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

(a) it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;

(b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and

(c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with paragraph 5.2.1(b) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the Affordable Housing Units;

5.2.2 any Shared Ownership Units where one hundred per cent of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;

5.2.3 any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;

5.2.4 any completed Affordable Housing Units where an Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to

Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or

- 5.2.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 5.2.1 to 5.2.4.
- 5.3 The Owner will procure that the Transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Shared Ownership Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.
- 5.4 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Owner in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Owner to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.
- 5.5 No Affordable Housing Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of the Affordable Housing Units and evidence thereof has been provided to and approved in writing by the LPA.
- 5.6 Unless otherwise agreed in writing by the LPA, no Affordable Housing Unit shall be Occupied before an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and the Affordable Housing Units shall thereafter be Occupied in accordance with the approved Affordable Housing Management Scheme.

6. RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS

- 6.1 Subject to the terms of this Schedule and any Rents and Nominations Agreement:
- 6.1.1 no Affordable Rented Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Housing Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Housing Unit;
- 6.1.2 no Shared Ownership Unit provided under the terms of this Schedule shall be Occupied other than as an Shared Ownership Unit pursuant to a Model Form of Lease save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Shared Ownership Unit;
- 6.1.3 to provide the Affordable Housing Units in accordance with the London Mayor's Housing Supplementary Planning Guidance Housing (March 2016) and such parts of the London Mayor's Draft Interim Housing Supplementary Planning Guidance Housing (May 2015) which remain in place at the date of this Agreement and the Lifetime Home Standards as the same may be superseded or amended from time to time.

SCHEDULE 2

VIABILITY REVIEW

DEFINITIONS

- "Construction Contract"** means a contract for the construction and completion of the Development entered into by the Owner in such form as is custom and practice to use in the industry incorporating the programme for the completion of the Development by a specified completion date documentary evidence of which shall be submitted to the LPA in writing;
- "Deferred Affordable Housing"** means the Deferred Affordable Housing Units or the Deferred Affordable Housing Payment;
- "Deferred Affordable Housing Units"** means Affordable Housing to be provided as part of the Development in addition to the Affordable Housing Units to be provided pursuant to Schedule 1 of this Agreement up to a maximum of 6 Residential Units (in addition to the 22 secured by Schedule 1) in accordance with the Deferred Affordable Housing Scheme;
- "Deferred Affordable Housing Payment"** means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the Development above the figure of 22 Residential Units secured through Schedule 1 of this Agreement up to a cap of fifty per cent (50%) of the Residential Units comprised within the Development in accordance with the requirements of Policy H.2 of the London Legacy Development Corporation Local Plan (adopted on 21st July 2015) to be agreed between the Owner and the LPA or determined by the Specialist;
- "Deferred Affordable Housing Scheme"** means a scheme specifying the quantum, size and location of the Deferred Affordable Housing Units with reference to plans and drawings approved as part of the Planning Application, which:
- (a) is submitted by the Owner with any Viability Review; and
 - (b) is either:
 - (i) agreed by the LPA and the Owner; or
 - (ii) determined by the Specialist;
- "Force Majeure"** fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion or terrorist activity;

"Memorandum"	means a memorandum made in accordance with paragraph 13 of this schedule;
"Relevant Report"	means a detailed report setting out and evidencing the Owner 's reasons and justification (financial and otherwise) as to why any Viability Review submitted would not support any Deferred Affordable Housing;
"Specialist"	means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking development viability assessments the identity of which shall be agreed between the parties or nominated in accordance with clause 11.3 of this Agreement;
"Substantial Commencement"	<p>means the occurrence of all of the following events:</p> <ul style="list-style-type: none"> (a) a Construction Contract is let by the Owner and certified documentary evidence of the same is provided to the LPA; and (b) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter); and (c) Commencement of the Development has occurred and works (including but without limitation piling or the construction of foundations or such other building or engineering works) pursuant to the Construction Contract have taken place and are ongoing in respect of the Development for at least three (3) calendar months (without interruption to the construction programme under the Construction Contract lasting more than one (1) week in total in any given month);
"Unconditional Obligation Certificate"	<p>means a certificate provided by solicitors acting for the Owner to the effect that:</p> <ul style="list-style-type: none"> (a) the Owner has completed the Construction Contract in which a construction contractor agrees to construct the whole Development by a specified completion date in accordance with an agreed programme subject to the usual extensions, and (b) all contractual conditions precedent to the enforcement of the obligation to construct the Development referred to at (a) above have been satisfied;

"Viability Review"

means a review to be provided by the Owner assessing the ability of the Development to viably deliver some or all of the Deferred Affordable Housing based upon a review of relevant income assumptions undertaken in accordance with the supporting statement prepared by Richard Garside of GL Hearn.

1. EVIDENCE OF COMMENCEMENT

Upon the occurrence of Substantial Commencement within the later of 18 (eighteen) months of the date of the resolution to grant the Planning Permission (made at the Planning Committee of the LPA on 28 June 2016) or 12 (twelve) months of the date of the Planning Permission the Owner shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the Site at all reasonable times for the purposes of inspecting the Site and verifying Substantial Commencement.

2. VIABILITY REVIEW

2.1 If the Development has not been Substantially Commenced within the later of 18 (eighteen) months of the resolution to grant the Planning Permission (made at the Planning Committee of the LPA on 28 June 2016) or 12 (twelve) months of the date of the Planning Permission the Owner shall prior to Substantial Commencement or as the case may be prior to undertaking any further development work which would constitute Substantial Commencement submit to the LPA a Viability Review which shall be accompanied by:

2.1.1 either:

- (a) the Relevant Report; or
- (b) a Deferred Affordable Housing Scheme;

2.1.2 the Construction Contract; and

2.1.3 an Unconditional Obligation Certificate

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

3. INTERRUPTIONS TO THE PROGRAMME

Subject to Force Majeure if at any time following Commencement no construction works at the Development have taken place for a period exceeding three (3) consecutive calendar months, the Owner shall submit to the LPA a Viability Review prior to re-commencement of works on the Development and the provisions of paragraph 2 above and the remainder of this Schedule shall apply to such Viability Review.

4. CHANGE IN UNIVERSITY OPERATOR OF THE STUDENT ACCOMMODATION

4.1 If, prior to first Occupation of the Student Accommodation, the Owner has not submitted satisfactory evidence to the LPA (in accordance with Schedule 3) that the University of London has entered into a freehold transfer of the site of the Student Accommodation (as defined in Schedule 3) or an operator acting for and on behalf of the University of London or, as agreed with the LPA, an alternative Higher Education Institution has entered into a contract or lease to manage and operate the Student Accommodation for a period of 30 (thirty) years or more, the Owner shall submit to the LPA a Viability Review prior to such first Occupation of the Student Accommodation

and the provisions of paragraph 2 above and the remainder of this Schedule shall apply to such Viability Review.

- 4.2 For the avoidance of doubt, the Viability Review triggered by paragraph 4.1 above, shall review the Development as a whole and not just the Student Accommodation.

5. **CONTENT OF VIABILITY REVIEW**

- 5.1 If no Deferred Affordable Housing Scheme is submitted with the Viability Review required to be submitted to the LPA pursuant to the provisions of paragraphs 2 or 3 of this Schedule, the Viability Review shall be accompanied by:

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

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

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

- 6.1 Within ten Working Days of receipt of a Viability Review (unless otherwise agreed between the LPA and the Owner), the LPA shall either:

6.1.1 confirm in writing to the Owner that it has received a valid Viability Review and the Contract Documents ("**Validation Date**"); or

6.1.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability;

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

- 6.2 On receipt of any request for further information, the Owner shall as soon as reasonably practicable and in any case within ten Working Days (or such longer period as may be agreed between the LPA and the Owner) of such request provide to the LPA the information requested whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).

- 6.3 The Owner acknowledges that during the course of negotiations pursuant to paragraph 7 below, the LPA or its surveyor shall be entitled to seek such further information as either deems relevant or reasonable to settling the Viability Review and/or Deferred Affordable Housing Scheme and/or Deferred Affordable Housing Payment with which the Owner shall comply as outlined in paragraph 6.2 above using all reasonable endeavours.

- 6.4 If either paragraph 2 or paragraph 3 of this Schedule applies, the Owner shall not Commence or continue to Commence (as applicable) the Development or otherwise cause or permit Commencement or continued Commencement (as applicable) of the Development until the LPA has received a valid Viability Review and Contract Documents.

7. REVIEW OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME

7.1 The LPA shall be entitled to:

7.1.1 recover from the Owner its reasonable and properly incurred internal costs (including officer time) incurred pursuant to this Schedule 2; and

7.1.2 instruct external surveyors to act on its behalf to review and assess the Viability Review and recover from the Owner the LPA's reasonable and properly incurred costs of that review and subsequent advice to the LPA;

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

7.2 For a period not exceeding 2 (two) calendar months commencing on the Validation Date (unless otherwise agreed between the LPA and the Owner in writing), the Owner and the LPA (or its surveyor) both acting reasonably and in good faith may review and seek to agree:

7.2.1 the Viability Review, and

7.2.2 if relevant, the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment;

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

7.3 Within 3 (three) calendar months of the Validation Date, the LPA shall confirm in writing that either:

7.3.1 it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or

7.3.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Owner and the LPA and confirms that no Deferred Affordable Housing is triggered; or

7.3.3 it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Owner and the LPA, and the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (if relevant) is agreed by way of a completed Memorandum ("**Acceptance Notice**").

8. REFERRAL TO THE SPECIALIST

8.1 In the event that pursuant to paragraph 7 above, the Owner and the LPA have not agreed the Viability Review and/or the Deferred Affordable Housing either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its reasonable endeavours to do so within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Owner) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

8.2 Unless otherwise agreed between the LPA and the Owner or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review and the Deferred Affordable Housing which for the avoidance of doubt shall include representations explaining whether Deferred Affordable Housing could be provided on Site as Deferred Affordable Housing Units ("**Representations Period**").

8.3 In addition to the matters specified in paragraph 8.2, in making his determination the Specialist shall have regard to:

8.3.1 all relevant material submitted to him by the LPA and the Owner;

8.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;

8.3.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to On Site Deferred Affordable Housing at paragraph 9.

8.4 Unless otherwise agreed by the LPA and the Owner or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that the Deferred Affordable Housing requirement is triggered that his or her decision shall include a Deferred Affordable Housing Scheme or calculation of the Deferred Affordable Housing Payment (the "**Decision**") which the LPA and the Owner shall thereafter incorporate in a completed Memorandum in accordance with paragraph 13 below.

9. **ON SITE DEFERRED AFFORDABLE HOUSING UNITS**

9.1 The Owner covenant to provide any Deferred Affordable Housing Units as may be required and agreed between the Parties (or determined by the Specialist) on the Site as part of the Development in accordance with:

9.1.1 the Deferred Affordable Housing Scheme; and

9.1.2 the programme comprised in the Construction Contract; and

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

10. **DEFERRED AFFORDABLE HOUSING PAYMENT**

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

10.1.1 the Owner shall pay to the LPA the Deferred Affordable Housing Payment prior to First Occupation; and

10.1.2 no part of the Development shall be Occupied until the Deferred Affordable Housing Payment has been paid to the LPA.

11. **RESTRICTION ON IMPLEMENTATION**

11.1 If either paragraph 2 or 3 of this Schedule applies, the Owner shall not Substantially Commence or re-commence (as applicable) the Development until:

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

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

11.1.3 if the matter has been referred to the Specialist by either Party the Specialist has issued his Decision including the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (as relevant) and the same has been documented by way of Memorandum.

12. EXPIRY OF VIABILITY REVIEW AND DEFERRED AFFORDABLE SCHEME

12.1 Any Viability Review shall expire ("**Expiry Date**") after a period of 12 (twelve) months:

12.1.1 from the date of its preparation; or

12.1.2 if the LPA requested further information resulting in its revision from the Validation Date

where the Owner has not Substantially Commenced or re-commenced (as applicable) the Development.

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

12.3 Notwithstanding the agreement of the LPA and Owner (or the Specialist's determination) of the Deferred Affordable Housing Scheme, if following Commencement construction works have not taken place for a period exceeding 12 (twelve) calendar months, then the Owner shall: -

12.3.1 submit to the LPA an updated Viability Review prior to re-commencement of works, and

12.3.2 immediately cease to dispose off-plan of any Residential Units;

and the provisions and covenants on behalf of the Owner in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing such that any further or revised Deferred Affordable Housing Scheme shall be agreed by way of a fresh Memorandum.

13. MEMORANDUM

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

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

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

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

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

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

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

**SCHEDULE 3
STUDENT ACCOMMODATION**

DEFINITIONS

"Academic Year"	means 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;
"End User"	means any educational establishments or institutions to be attended by Students;
"Higher Education Institution"	means an institution supported by the Higher Education Funding Council for England (or its successor in function) and which delivers higher education to students in England or such other education institution as shall be agreed between the LPA, the Council and the Owner from time to time;
"Students"	means students enrolled in a full-time higher education course at a Higher Education Institution and any student linked to the Higher Education Institution and "Student" shall be construed accordingly;
"Student Accommodation"	means the 511 Student Accommodation Units to be provided as part of the Development;
"Student Accommodation Unit"	means any one studio or single bedroom unit forming part of the Student Accommodation;
"Student Housing Accommodation Provider"	means a recognised and registered provider of student housing accommodation in England which could manage and operate the Student Accommodation as shall be agreed between the LPA, the Council and the Owner from time to time.

1. UNIVERSITY OF LONDON

1.1 The Owner covenants with the LPA as follows:

- 1.1.1 to ensure that the Student Accommodation is used and occupied for (but subject to paragraph 3 of this Schedule) no purpose other than its authorised purpose as student accommodation for not less than 51 weeks per year provided that where the Student Accommodation is not operated and managed by the University of London or a Higher Education Institution (which shall in each case be taken to include operation and/or management by a Student Housing Accommodation Provider on behalf of the University of London or a Higher Education Institution) but is directly operated and managed by a Student Housing Accommodation Provider then (but not further or otherwise) the Student Housing Accommodation Provider shall for the first full academic year in which the Student Accommodation is operated and managed by the Student Housing Accommodation Provider provide each Student Accommodation Unit at a weekly rent which the Owner or (as the case may require) the Student Housing Accommodation Provider demonstrates to the reasonable satisfaction of the LPA is an affordable weekly rent for the relevant Student Accommodation Unit having due regard to comparable Higher Education Institution owned, operated or managed

student accommodation schemes in the local area and the current level of market rents for student accommodation in the local area (it being acknowledged by the parties that such affordable weekly rent will be different for the different room types comprised in the Student Accommodation), and provided further that for each subsequent academic year such weekly rent for each Student Accommodation Unit:

- (a) may be revised with the written approval of the LPA (acting reasonably); and
- (b) shall be increased year on year by the higher of 1% per annum or the increase in the Index over the preceding 12 month period or as otherwise agreed with the LPA (acting reasonably)

1.1.2 subject to paragraph 2 below, prior to Occupation of the Student Accommodation, to submit to the LPA satisfactory evidence (in the form of a lease or contract or a freehold transfer of the site of the Student Accommodation to the University of London) that the Student Accommodation will be operated and managed by the University of London or by the Student Housing Accommodation Provider for and on behalf of the University of London for:

- (a) the use of their students; and/or
- (b) the use of their students who study at institutions based in Newham, Walthamstow, Tower Hamlets or Hackney; and/or
- (c) the use of non-University of London students who study at institutions based in Newham, Walthamstow, Tower Hamlets or Hackney; and/or
- (d) any other students provided that the University of London shall not be permitted to operate and manage the Student Accommodation for students other than those listed at (a) – (c) above unless and until it has submitted reasonable evidence to the LPA demonstrating that the University of London (or the Student Housing Accommodation Provider on behalf of the University of London) has used Reasonable Endeavours to operate and manage the Student Accommodation for students listed at (a) – (c) but that the Student Accommodation is not fully utilised by those students

unless otherwise agreed with the LPA in writing.

1.1.3 not to Occupy, or permit Occupation of, the Student Accommodation until the LPA has confirmed in writing that satisfactory evidence has been provided pursuant to paragraph 1.1.2 above or the provisions of paragraph 2 are satisfied.

2. STUDENT ACCOMMODATION CASCADE

2.1 In the event that the University of London or a Student Housing Accommodation Provider acting for and on behalf of the University of London does not take up the operation and management of the Student Accommodation in accordance with paragraph 1.1.2 of this Schedule, or at any time prior to or following Occupation of the Student Accommodation ceases to manage and operate the Student Accommodation, unless otherwise agreed with the LPA, the Owner covenants to offer the Student Accommodation to Students in the following cascade sequence:

2.2 to use Reasonable Endeavours to secure an alternative Higher Education Institution within the London area on commercially viable terms to manage and operate the Student Accommodation (or for and on behalf of which a Student Housing Accommodation Provider shall manage and operate the Student Accommodation) and to submit to the LPA, prior to Occupation of the Student Accommodation, (or in the event that the University of London ceases at any point following Occupation of the Student Accommodation to manage and operate the Student Accommodation to submit as soon as reasonably practicable), satisfactory evidence (in the form of a lease, contract or freehold transfer of the Student Accommodation) that the Student Accommodation will be operated and managed by (or for and on behalf of) the alternative Higher Education Institution for use by:

2.2.1 their students, and/or

2.2.2 students who do not attend the alternative Higher Education Institution who study at institutions based in Newham, Walthamstow, Tower Hamlets or Hackney; and/or

2.2.3 any other students provided that the alternative Higher Education Institution shall not be permitted to operate and manage the Student Accommodation for students other than those listed at 2.2.1 and 2.2.2 above unless and until it has submitted reasonable evidence to the LPA demonstrating that the alternative Higher Education Institution has used Reasonable Endeavours to operate and manage the Student Accommodation for students listed at 2.2.1 and 2.2.2 above but that the Student Accommodation is not fully utilised by those students

for a period of 30 (thirty) years or more unless otherwise agreed with the LPA;

2.3 in the event that, despite using Reasonable Endeavours to secure an alternative Higher Education Institution pursuant to paragraph 2.2 of this Schedule an alternative Higher Education Institution has not been secured, to use Reasonable Endeavours to secure a Student Housing Accommodation Provider on commercially viable terms and to submit, prior to Occupation of the Student Accommodation, (or in the event that the University of London or the alternative Higher Education Institution ceases at any point following Occupation of the Student Accommodation to manage and operate the Student Accommodation to submit as soon as reasonably practicable), satisfactory evidence (in the form of a lease or contract) that the Student Accommodation will be operated and managed by a Student Housing Accommodation Provider for a period of 30 (thirty) years or more unless otherwise agreed with the LPA.

3. **USE OF STUDENT ACCOMMODATION**

3.1 Outside of periods of usual term time for Higher Education Institutions the Student Accommodation may be let:

3.1.1 to any student enrolled on a recognised educational course; and

3.1.2 as temporary accommodation for uses related to an End User educational operations including (without limitation) the housing of temporary 'summer school' students; and

3.1.3 any delegates of an End User

or such other class of user as agreed with the LPA in writing.

3.2 The Owner covenants to ensure that the Student Accommodation is used at all times as a single planning unit and that:

- 3.2.1 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
- 3.2.2 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 in this schedule.

SCHEDULE 4

TRAVEL PLAN

DEFINITIONS

- "Components of the Development"** means the following individual elements of the Development authorised by the Planning Permission:
- (a) student accommodation;
 - (b) Residential Units;
 - (c) education facility;
 - (d) Affordable Workspace;
- and **"Component"** shall mean one of the above as specified;
- "Modal Split Targets"** means the modal split targets identified in the Approved Travel Plan for the relevant Component of the Development;
- "Monitoring Period"** means six months after first Occupation of the relevant Component of the Development until five years after such first Occupation;
- "Sustainable Transport Measures"** means measures to promote sustainable transport and to encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) **PROVIDED THAT** such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;
- "Travel Plan"** means the travel plan or travel plans to be submitted to the LPA for Approval pursuant to paragraph 1 of this Schedule;
- "Travel Plan Monitoring"** means monitoring of the Approved Travel Plan by carrying out the following monitoring of travel to and from the relevant Component of the Development which shall as a minimum include the following:
1. carrying out representative surveys of the modal split of visitors to the relevant Component of the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;
 2. monitoring of the usage of the car parking which is available for use in respect of the relevant Component of

the Development; and

3. monitoring of the usage of cycle parking facilities by visitors to, and employees of, the relevant Component of the Development;

"Travel Plan Monitoring Officer"

means a person appointed by the Owner and/or the occupier of the relevant Component of the Development to monitor and promote the success in meeting the targets set out in the Travel Plan;

"Travel Plan Monitoring Report"

a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:

1. details of trip generation rates;
2. details of mode share and change in mode share over time;
3. details of how effectively the Travel Plan has operated within the previous period;
4. any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved; and
5. (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures;

"Travel Plan Review Period"

means initially the period of 6 months commencing on first Occupation of the relevant Component of the Development and thereafter annually on a rolling basis for the duration of the Monitoring Period only.

1. TRAVEL PLAN

1.1 No later than 3 months prior to first Occupation of each separate Component of the Development:

1.1.1 a Travel Plan shall be submitted to and Approved by the LPA in relation to that Component of the Development;

1.1.2 the Owner and/or the occupier of the relevant Component of the Development shall appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

- 1.2 The Travel Plan for each Component of the Development shall contain separate measures, commitments, targets and plans for the residential and commercial uses of that Component of the Development (as appropriate) authorised by the Planning Permission.
- 1.3 The Travel Plan for each Component of the Development to be submitted pursuant to paragraph 1.1 shall:
- 1.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
 - 1.3.2 contain clear commitments to measures, including investigation of potential additional measures;
 - 1.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
 - 1.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRIBUTE';
 - 1.3.5 contain measures aimed at:
 - (a) positively influencing the travel behaviour of residents, employees and other users of that Component of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
 - (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
 - (c) setting out how monitoring travel surveys will be undertaken which cover all employees within that Component of the Development.
 - 1.3.6 include a parking review plan which sets out:
 - (a) a strategy for periodic review of the parking spaces applicable to that Component of the Development; and
 - (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 x space is provided for each employee who is a disabled motorist in line with London Plan policy.
 - 1.3.7 include a car parking management plan which sets out:
 - (a) principles for allocating car parking spaces for staff and enforcement of allocated spaces for that Component of the Development;
 - (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.
- 1.4 The Owner shall implement the Approved Travel Plan during the Monitoring Period and shall include provisions in any lease or licence of any non-residential unit requiring any occupier of such unit to comply with the Travel Plan and any amendments thereto and this Schedule.

1.5 No Component of the Development shall be Occupied other than in accordance with the relevant Approved Travel Plan for that Component of the Development and any amendments thereto.

2. TRAVEL PLAN MONITORING

2.1 In order to monitor the effectiveness of the Travel Plan the Owner and/or the occupier of a Component of the Development shall during the relevant Monitoring Period carry out the Travel Plan Monitoring.

2.2 During the relevant Monitoring Period the Owner and/or the occupier of a Component of the Development shall prepare and submit to the LPA for Approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.

2.3 Prior to the submission of a report referred to in paragraph 2.2 the Owner and/or the occupier of a Component of the Development shall agree the structure of that report with the LPA.

2.4 If any Travel Plan Monitoring Report includes a revised Travel Plan for Approval by the LPA the Owner and/or the occupier of a Component of the Development shall implement the revised Travel Plan as Approved so that it is in place and operational as soon as reasonably practicable after the LPA's Approval of the same.

3. MODAL SPLIT TARGETS

3.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved the Owner and/or the occupier of a Component of the Development shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

3.2 The Owner and/or the occupier of a Component of the Development shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as Approved by the LPA.

3.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Owner and/or the occupier of a Component of the Development shall repeat the process set out in paragraphs 3.1 and 3.2 of this Schedule for that year and each subsequent year of the relevant Monitoring Period until the Modal Split Targets are achieved.

SCHEDULE 5

AFFORDABLE WORKSPACE

DEFINITIONS

"Affordable Workspace"	means the flexible commercial studio/workshop space of no less than 688sqm GIA to be operated within use class B1 to be provided as part of the Development which will be offered to future users at a maximum of £6 per square foot per annum (excluding utility bills), subject to rental increases in line with CPI plus 1% which equates to a 60% discounted Market Rate, for a period of five years;
"Affordable Workspace Strategy"	means a written strategy identifying how the Affordable Workspace has been and will be designed and marketed;
"GIA"	means the definition of 'Gross Internal Floor Area' as defined by the RICS and refers to the area of a building measured to the internal face of the perimeter walls at each floor level;
"Market Rate"	the rate for leasing units similar to the Affordable Workspace in the open market;
"Shell and Core"	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry;

1. DELIVERY OF AFFORDABLE WORKSPACE

- 1.1 No part of the Development shall be Occupied until all of the Affordable Workspace has been completed to Shell and Core.

2. WORKSPACE STRATEGY

- 2.1 Prior to Occupation of the Affordable Workspace the Owner shall submit and obtain the LPA's Approval to the Affordable Workspace Strategy and the Market Rate.
- 2.2 The Owner shall not less than once a year from the date of the first Occupation of the first part of the Affordable Workspace until the date on which all Affordable Workspace is Occupied:
- 2.2.1 review the effectiveness of the Affordable Workspace Strategy; and
 - 2.2.2 submit to the LPA for Approval a report detailing the effectiveness of the Affordable Workspace Strategy and any proposed amendments thereto.
- 2.3 The Owner shall implement the Approved Affordable Workspace Strategy and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Affordable Workspace.
- 2.4 The Affordable Workspace shall initially be operated by an organisation whose identity shall be agreed with the LPA.

- 2.5 Not to Occupy or permit Occupation of and/or use or cause or permit the use of the Affordable Workspace other than as Affordable Workspace.
- 2.6 In the event of non-compliance with paragraph 2.2 of this Schedule the Owner shall upon notice from the LPA forthwith take any steps reasonably required by the LPA to remedy such non-compliance.
- 2.7 The Owner shall certify to the LPA the rent obtained for the Affordable Workspace on a yearly basis for five years from the date of first Occupation of the Affordable Workspace.

SCHEDULE 6

EMPLOYMENT AND TRAINING

DEFINITIONS

"Building Crafts College"	means the Building Crafts College of Kennard Road, Stratford, London E15 1AH and its successor bodies.
"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;
"Local Labour and Business Schemes"	means the following schemes:- <ol style="list-style-type: none">1. in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and2. in the London Borough of Newham - the scheme known as "the Workplace Project";
"London Living Wage"	means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA;

1. LOCAL LABOUR AND LOCAL BUSINESS

- 1.1 The Owner shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use reasonable endeavours to ensure that:
- 1.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Olympic Legacy Area;
 - 1.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
 - 1.1.3 the recruitment of persons living in the Olympic Legacy Area accounts for a minimum of 25% of the construction jobs arising from the Development;
 - 1.1.4 the recruitment of persons living in the Olympic Legacy Area accounts for a minimum of 25% of the end-use jobs at the Development;
 - 1.1.5 all employees employed at the Development whose primary residential address is in London in construction jobs are paid the London Living Wage;
 - 1.1.6 the London Living Wage is promoted for all end use jobs at the Development for those employees whose primary residential address is in London; and
 - 1.1.7 work-based learning opportunities are provided at the Development, including not less than 6 apprenticeship opportunities during the construction

phase of the Development working in conjunction with the Building Crafts College or other relevant institution, as appropriate.

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

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

1.2.1 use Reasonable Endeavours to ensure that businesses located in the Olympic Legacy Area benefit directly from the commercial opportunities arising from the Development;

1.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods procured during the construction of the Development are supplied by businesses located within the Olympic Legacy Area; and

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

SCHEDULE 7

HIGHWAYS WORKS AND IMPROVEMENTS

DEFINITIONS

- "Highway Agreement"** means an agreement pursuant to section 278 of the Highways Act 1980 between the Owner and the Highway Authority;
- "Highway Authority"** means the Council as highway authority;
- "Public Realm Works"** means the public realm improvement works to be undertaken in accordance with the Landscape and Public Realm Design Document submitted with the Planning Application which is appended to this Agreement at Appendix 3 and as shown on Plan 2 appended hereto at Appendix 4 (or such amended versions of these documents or such other public realm documentation as shall be agreed in writing with the LPA and the Council) (such scope and specification includes for the avoidance of doubt all associated works and service diversions);
- "Cycle Hire Docking Station Contribution"** means the sum of £45,000 (forty five thousand pounds) Indexed to be paid by the Owner to the LPA for the provision of a cycle hire docking station on Stratford High Street.

1. TFL CONTRIBUTION

- 1.1 No part of the Development shall be Occupied until the Owner has paid the Cycle Hire Docking Station Contribution to the LPA.

2. CREATION OF NEW PUBLIC REALM

- 2.1 Prior to Occupation the Owner and the Highway Authority shall enter into the Highways Agreement for the Public Realm Works and undertake and Complete in accordance with the Highways Agreement.
- 2.2 For the avoidance of doubt, no part of the Development shall be Occupied until the Public Realm Works have been Completed unless an alternative timescale is agreed with the Highway Authority in writing.

SCHEDULE 8

DESIGN MONITORING

DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment;
- "Architect"** means Hodder & Partners;
- "Design Monitoring Costs"** means the monies paid in accordance with paragraph 2.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring 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;
- "Development"** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission;
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act;
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act.

1. DESIGN TEAM STATEMENT

- 1.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Owner specifying the design team involved in the preparation of those details (the "**Design Team Statement**");
- 1.1.1 an application pursuant to Conditions 13 and 14 of the Planning Permission;
 - 1.1.2 an application for a S96A Amendment;
 - 1.1.3 an application for a S73 Permission.
- 1.2 The Owner shall also submit a statement to the LPA 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.

2. DESIGN MONITORING COSTS

- 2.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred

to in paragraph 1.1 above and overseeing the construction of the Development) the Owner shall forthwith:-

- 2.1.1 notify the LPA of such non-retention; and
- 2.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:
 - (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA; and
 - (b) the LPA may make more than one demand for payment of Design Monitoring Costs;

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

3. RESTRICTION ON DEVELOPMENT

- 3.1 The Development shall not Commence until the Owner has either:-
 - 3.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or
 - 3.1.2 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.
- 3.2 No Development shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 2.1.2 of this Schedule.
- 3.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

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

EXECUTED as a deed by affixing the Common Seal of **LONDON LEGACY DEVELOPMENT CORPORATION** in the presence of: -

)
)
)
)


.....
Authorised Signatory



EXECUTED as a deed by **WATKIN JONES GROUP LIMITED** acting by [**MARK WATKIN JONES**] a director, in the presence of:

)

.....
Director

1753


KEN NG
.....
Name of Witness


.....
Signature of Witness

7-9 SWALLOW STREET
LONDON W1B 4DE
.....
Address of Witness

ANALYST
.....
Occupation of Witness

EXECUTED as a deed by **OVERLAND WORLDWIDE LIMITED** acting by: - **MOHAMMED MUJEEB SHAH KHAN**, a director, in the presence of:

)
)
)
)

.....
Director



ISHRATH HASSEN MOHAMED NAWFEL
.....
Name of Witness

.....
Director/Secretary


.....
Signature of Witness

AL HUDAIBA AWARDS BUILDINGS, OFFICE B410,
AL MINA ROAD, DUBAI, UAE
.....
Address of Witness

ACCOUNTANT
.....
Occupation of Witness

APPENDIX 1
PLAN 1: SITE PLAN



[Handwritten signature]

KEN NG

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7-9 SWALLOW STREET
LONDON W1B 4DE
ANALYST

[Handwritten signature]

ISHRATH HASEN MOHAMED NAWFEL

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AL HUDAIBA AWARDS BUILDINGS
OFFICE B 410, AL MINA ROAD
DUBAI, UAE

ACCOUNTANT

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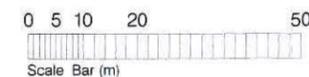
hodder+partners
SGI Studios
1 Kelso Place
Manchester M15 4LE

revisions + notes:
REV. - 201115
REV. A - 270716

Planning Issue
Planning Issue

t: +44(0)161 832 9842
e: mail@hodderpartners.com
w: www.hodderpartners.com

DO NOT SCALE
Work to annotated dimensions only.
Read drawing in conjunction with relevant specification.
Structural Engineers' and Services Engineers' Drawings.
Confirm all dimensions before commencement of any
work on site or fabrication.



client:	WATKIN JONES	date:	November 2015
project:	DUNCAN HOUSE STRATFORD	scale:	1:1250 @A3
drawn by:	NW	drawing number:	L(-)900
site:	Site Location Plan	job number:	0584
status:	PLANNING	revision:	A

hodder+partners

APPENDIX 2
DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Watkin Jones and Son Ltd and Overland
Worldwide Ltd c/o agent,

Agent

Chris Benham
GL Hearn Limited
280 High Holborn
London
WC1V 7EE

Part I - Particulars of Application

Date of Application: 10-Dec-2015

Application No: 15/00598/FUL

Proposal:

Application made under the provisions of the Town and Country Planning Act 1990, accompanied by an ES under the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 (as amended), seeking approval for the Demolition of existing building and redevelopment of the site to provide student accommodation (Sui Generis – 511 beds), residential accommodation (Class C3 – 44 units), education facility (Class D1 – 3,150sqm GIA), and artist studios (Class B1 – 688sqm) within a building of max height 97.05m AOD. Provision of public realm to Lett Road/ Stratford High Street and Lett Road/Jupp Road junctions, alterations to the public highway, provision of new accesses and other associated works.

Location:

Duncan House, High Street, Stratford, London, E15 2JB

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the London Legacy Development Corporation hereby gives notice that **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. Time limit - Full

The development shall be commenced before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991

2. Student Use

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 student accommodation, shall only be used for that purpose.

Reason: To ensure that the development continues to meet the need for purpose built student accommodation.

3. Works in accordance with approved details

Unless minor variations have been agreed in writing by the Local Planning Authority and to the extent that it does not deviate from this permission, the development shall be carried out in accordance with the following details and plan numbers:

INSERT PLANS AND DOCUMENTS FOR APPROVAL

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

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

4. Notice of Commencement

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

Reason: To ensure satisfactory compliance with this planning permission.

Pre-commencement justification: This is required prior to commencement to ensure adequate notice prior to the development taking place.

5. Development in accordance with the Environmental Statement

The Development shall be constructed and operated in accordance with the mitigation measures set out in the GL Hearn Environmental Statement November 2015 as amended by the Environmental Statement Addendum April 2016 for the Duncan House Redevelopment, unless otherwise provided for in any of these conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

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

6. Residential standard- internal noise levels

All residential premises shall be designed in accordance with BS8233:2014 guidance on 'Sound insulation and noise reduction for buildings' to attain the following internal noise levels:

- Bedrooms- 30dB LAeq,T* and 35dB LAeq, D*
- Living rooms- 35dB LAeq, D*
- *T- Night-time 8 hours between 23:00-07:00
- *D- Daytime 16 hours between 07:00-23:00.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.

7. Sound insulation and noise mitigation details – Residential and Non-Residential

Prior to the commencement of works above ground, details of the proposed sound insulation scheme to be implemented between the C3 residential accommodation and any non-C3 residential uses shall be submitted to and approved by the Local Planning Authority. Details should include airborne and impact sound insulation. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to the first occupation of each approved use within the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours.

8. Details of External Lighting and Security

Details of any external lighting [including design, power and position of luminaries] and security surveillance equipment of external areas surrounding the building shall be submitted to and approved by the Local Planning Authority in writing before any such lighting or security equipment is installed. The development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that the details of the development are satisfactory in the interest of the visual amenity of the area, the safety and security of persons using the area and the amenity and privacy of adjoining occupiers.

9. Refuse storage

Before commencement of the development above ground, details of the arrangements for refuse collection shall be provided to the Local Planning Authority for approval in writing.

Before the first occupation of each approved use within the development, the refuse storage arrangements shown on the approved drawings for that use or part shall be provided and made available for use by the occupiers of the development and the facilities provided shall thereafter be retained throughout the life of the development and shall not be used or the space used for any other purpose.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

10. Code of Construction Practice

The Development shall not be commenced until a Site Wide Code of Construction Practice, has been submitted to and approved by the Local Planning Authority. An updated version of the Site Wide Code of Construction Practice to reflect any changes in policy or best practice guidance shall be submitted to the Local Planning Authority for approval no less frequently than once every three years during the construction and demolition phase of the development. The Site Wide Code of Construction Practice and the updates there to shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts

Pre-commencement justification: These details are required prior to commencement of the development to ensure that suitable management and mitigation measures are in place prior to works taking place on the site to prevent harmful impacts.

11. Construction Management and Logistics

No development shall be commenced until a Construction Management Plan and Construction Logistics Plan have been submitted to and approved by the Local Planning Authority. As a minimum the following details shall be included:

- a) details of the location of any construction compounds, either on-site or on land elsewhere;
- b) details of on-site construction vehicle circulation, including location of site access, on-site vehicle routes, parking areas and frequency of movements;
- c) details of construction vehicle routes to the site on the surrounding highway network;
- 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) timing and detail of construction works;
- h) the position and operation of cranes;
- i) mitigation measures to prevent noise disturbance; and
- j) cumulative impacts as a result of surrounding construction works, to include consideration of sites in the surrounding area as agreed in advanced with the Local Planning Authority.

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 protect amenity through minimising disruption and disturbance.

Pre-commencement justification: These details are required prior to commencement of the development to ensure that suitable management and mitigation measures are in place prior to works taking place on the site to prevent harmful impacts.

12. Hours of Operation

Use of the central courtyard area hereby permitted, shall not be carried on outside the hours of 08.00 to 23.00 daily.

Reason: To prevent noise and disturbance.

13. Material Samples

Prior to commencement of the development above ground (or at an alternative time to be agreed in writing with the planning authority), material samples of all external facing and landscaping materials to be used in the carrying out of this permission shall be presented on site and submitted to and approved in writing by the Local Planning Authority; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve an satisfactory quality of design and detailing.

14. Detailed drawings

Prior to commencement of the development above ground (or at an alternative time to be agreed in writing with the planning authority) the following detailed drawings shall be submitted to the Local Planning Authority for approval.

Detailed drawings including sections (at a scale to be agreed with the Local Planning Authority) to be submitted of the following:

- principal features on the facades;
- Ground floor frontages including entrances, glazing and signage, infill panels on plant room / bikes storage;
- Principal features on primary frontage to Stratford High Street including external treatment of auditorium and feature window(s), structural elements such as pilotis on arcade;
- principal features of 'tower' element;
- glazed panelling on upper floors, ventilation grilles and concrete panelling
- parapets;
- roof edges;
- winter gardens;
- balconies;
- entrances;
- fit out of ground floor uses;
- junctions with the existing building; and
- heads, sills and jambs of all openings

the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that a high quality of design and detailing.

Pre-commencement justification: These details are required prior to the construction of any structural elements on the site, including foundations, which may then control the detail of subsequent elements.

15. Servicing and Delivery Management Plan

Prior to first occupation of each approved use within the development, a Servicing and Delivery Management Plan detailing how the uses within that part of the development are to be serviced shall be submitted to and approved in writing by the Local Planning Authority in consultation with TfL. As part of the servicing and delivery management plan relating to the student accommodation, detailed information on the move-in and move-out arrangements for student occupiers shall also be provided. The approved Servicing and Delivery Plan shall be implemented and shall remain for as long as the development is occupied unless otherwise agreed in writing with the planning authority.

Reason: In the interests of highway and pedestrian safety.

16. Retention of Car Parking

The car parking shown on the drawings hereby approved, or approved subsequently in accordance with any condition of this permission, shall be made available, and retained throughout the life of the development for the purposes of car parking for vehicles of occupants (including staff) of the development and for no other purposes.

Reason: To ensure the permanent retention of the parking areas, to avoid obstruction of the surrounding streets by waiting vehicles and to safeguard the amenities of the adjoining properties.

17. Car Park Management Plan

Prior to the first occupation of each approved use within the development, a Car Park Management Plan shall be submitted to the Local Planning Authority for approval in writing. The plan should describe how parking will be distributed and managed on the site and the location of electric vehicle charging points.

Reason: To ensure suitable arrangements for car parking as part of the development in accordance with TfL and London Plan requirements.

18. Cycle Storage – as approved

Before the first occupation of each approved use within the development the cycle storage facilities as shown on the approved drawings shall be provided and thereafter such facilities shall be retained throughout the life of the development and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building.

19. Cycle Storage- details to be submitted

Before commencement of the development above ground, details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained

20. Tree protection- general

Prior to works commencing on site, including any demolition, details of the means by which any existing trees are to be protected from damage by vehicles, stored or stacked building supplies, waste or other materials, and building plant or other equipment shall be submitted to and approved in writing by the Local Planning Authority, and the protective measures shall be installed and retained throughout the period of the works in accordance with any such approval given and protective fencing must not be moved or removed without the explicit written permission of the Local Planning Authority. Within the protected area, no fires may be lit, no materials may be stacked or stored, no cement mixers or generators may be used, no contractor access whatsoever is permitted without the explicit written permission of the Local Planning Authority under the supervision of the developer's appointed Arboriculturalist. Within the protected area, any excavation must be dug by hand and any roots found to be greater than 25mm in diameter must be retained and worked around, unless minor variations have been agreed in writing with the planning authority.

In this condition "retained tree" means an existing tree which is to be retained in accordance with the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 1 year (see endnote 10) from the date of the occupation of the building for its permitted use.

(a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard [3998 (Tree Work).

(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

(c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the prior written consent of the Local Planning Authority.

Reason: To ensure the protection of the existing trees and in the interests of amenity.

Pre-commencement justification: These details are required prior to works taking place on the site to ensure that existing trees to be retained will be adequately protected and will not be harmed by demolition or construction works.

21. Landscaping Plan

Before 8 months following implementation of the development, detailed drawings (at a scale to be agreed with the planning authority) of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings (including surfacing materials of any parking, access, or pathways layouts, materials and edge details and material samples of hard landscaping), shall be submitted to and approved in writing by the Local Planning Authority and the landscaping shall not be carried out otherwise than in accordance with any such approval given. The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that are found to be dead, dying, severely damaged or diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply to BS:4428 Code of practice for general landscaping operations, BS:3996 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.

Reason: In order that the Local Planning Authority may ensure that the design and details are in the interest of the special architectural qualities of the existing building and the public spaces around it.

22. Ecology

Due to the potential for nesting birds to be present, clearance of dense vegetation (including trees) shall be undertaken outside of the breeding bird season (between March – September), unless nesting birds have been declared absent by a Suitably Qualified Ecologist, with details submitted to and approved in writing by the Local Planning Authority, before any clearance work begins.

Reason: To protect nesting birds from any potential disturbance.

23. Tree planting

a) No trees shall be felled until full details of all proposed tree planting (including a tree planting/protection plan and schedule), and the proposed times of planting, have been approved in writing by the local planning authority, and all tree planting shall be carried out in accordance with those details and at those times. Planting shall comply to BS:4428 Code of practice for general landscaping operations.

b) Prior to commencement of the development, a Tree Planning Strategy is to be submitted for approval by the Local Planning Authority in writing. The Strategy should include findings of an investigation for potential additional street tree planting along the High Street and Jupp Road footpaths, to be undertaken as part of the wider landscape improvement works. The investigation shall include radar scan of footways to detect exact locations of utilities. Any proposals for trees on the High Street should be approved by TFL and LB Newham.

If within a period of FIVE years from the date of the planting of any tree that tree, or any tree planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree of the same species and size as that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation.

Reason: In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural qualities of the existing building and the public spaces around it.

Pre-commencement justification: These details are required prior to works taking place on the site to ensure that proposed tree planting will be appropriately incorporated.

24. Advertisements – Restrictions

Notwithstanding the provisions of the Town and Country Planning (Control of Advertisements) (England) Order 2007, no external advertisements are permitted to be displayed as part of the development without the prior written consent of the Local Planning Authority.

Reason: To protect the external appearance and design quality of the development.

25. Signage Strategy

Prior to first occupation of the development, a Signage Strategy detailing the intended appearance of signage for all uses on the site, shall be submitted and approved in writing by the Local Planning Authority.

Reason: To protect the external appearance and design quality of the development.

26. Playspace

Prior to commencement of the development above ground, a Play Space Strategy shall be submitted for approval in writing by the Local Planning Authority. The strategy should describe how the development complies with the Mayor's Shaping Neighbourhoods: Play and Informal Recreation SPG, and how a minimum area of 130sqm of playspace will be accommodated on the site. Drawings of the playspace area and equipment shall also be provided for approval as part of the strategy. The development shall be completed in accordance with the details of the approved strategy.

Reason: To ensure that the playspace needs of future occupiers of the development are met.

27. Inclusive design

Prior to the commencement of the development above grade, an Inclusive Design Strategy shall be submitted for approval in writing by the Local Planning Authority. The strategy shall describe how the development and public realm spaces are designed to conform to the Mayor's Accessible London: Achieving an Inclusive Environment SPG. The development shall be completed in accordance with the details of the approved strategy.

Reason: To ensure the development is constructed in accordance with inclusivity standards within the Mayor's Inclusive Environment SPG.

28. Archaeology

No demolition or development shall take place until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

Written schemes of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

Reason: The low terrace location and recent finds of further Roman material at the nearby Rokeby School point to potential for significant remains to be present at the site.

Pre-commencement justification: Commencement of work prior to undertaking the WSI could disturb archaeological assets; therefore this work is required to be undertaken prior to commencement.

29. Impact Piling

No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage and water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage and water utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure. The applicant is advised to contact Thames Water

Developer Services on 0800 009 3921 to discuss the details of the piling method statement.

30. Flood Risk – Approved Details

The development hereby permitted shall be carried out in accordance with the approved Flood Risk Assessment prepared by Tier Consult Ltd with project reference number T/15/SY/509/FRA Issue dated 17th June 2015, subject to addendum letters from Tier dated 11th January 2016 and 28th January.

Reason: To ensure the development is designed safely in reference to flood risk.

31. Height of tower cranes

In the event that during construction, cranes or scaffolding is required at a higher elevation than that of the planned development (over 103.65m), then their use must be subject to written agreement of the Local Planning Authority in consultation with London City Airport. Any changes to the height or exact location of the development must be re-submitted for approval by the local Planning Authority in consultation with London City Airport prior to the locating of such equipment on the site.

Reason: to allow London City Airport re-assessment of impact of the height of structures on the site upon air movements, given the proximity to the airfield.

32. Remediation Method Statements

The development shall not be commenced until a Remediation Method Statement (RMS) has been submitted to and approved by the Local Planning Authority, subject to agreement of the underlying risk assessment presented within the Tier Environmental Ltd Ground Investigation Report for Land at Duncan House, ref.T/15/1594/GIR. The RMS shall include those techniques which will be used, the type and areas of contaminated material to be remediated, plant and equipment to be used, emissions and control measures and any required environmental authorisations. The RMS must also detail the proposed Verification Plan and supporting Materials Management Plan. Monthly progress reports shall be submitted to the Local Planning Authority during the Remediation Works.

Reason: To ensure that all Remediation Works are properly carried out.

Pre-commencement justification: These details are required prior to the commencement of works to ensure that any potential contaminants exposed during site clearance and initial excavation are appropriately mitigated.

33. Remediation validation

A comprehensive validation report of the remediation (covering protection of human health, controlled waters and the environment) and other mitigation works, including installed protective measures necessary to prevent gaseous ingress into buildings or structures, and any monitoring or maintenance of the remediated land that is required must be submitted to the Local Planning Authority for approval within one month of completion of any remediation works.

Reason: To ensure that all Remediation is properly validated and recorded.

34. Unexpected contamination

If at any time during the construction of the Site, contamination is encountered which was not previously identified or treated or has been brought to the surface by construction activity, construction work shall not proceed (except to the extent that it would not further disturb that contamination) until a Remediation Change Note, containing an assessment of that contamination and a scheme and timetable to contain, treat or remove it has been submitted to and approved by the Local Planning Authority and any necessary remediation has been carried out.

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters.

35. Quality of imported fill

No soils or infill materials (including silt dredged from watercourses and crushed concrete or other aggregates), shall be imported onto the Site until it has been satisfactorily demonstrated that they present no risk to human health, planting and the environment. Documentary evidence, to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results, shall be submitted to and approved by the Local Planning Authority prior to that import. The import onto the Site of material classified as 'waste' is only acceptable with the prior approval of the Local Planning Authority.

Reason: To ensure that no contaminated material is brought onto Site.

36. Post remediation monitoring

Approved post-remediation monitoring and maintenance of the remediated land shall continue, as set out in the Validation Reports, until such dates or events as are approved by the Local Planning Authority.

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters.

37. Use Class D1 Floorspace

The Use Class D1 floorspace hereby approved shall primarily be used for educational / academic use only. Details of the proposed occupier shall be submitted to the Local Planning Authority for approval in writing, prior to occupation of that unit.

Reason: To protect the replacement and provision of Use Class D1 education use on the site.

38. Restricted Permitted Development Rights D1

Notwithstanding the provisions under the Town and Country Planning (Uses Classes) Order 1987 (as amended) and The Town and Country Planning (General Permitted Development) Order 1995 (as amended), there is no permitted change of use for the Use Class D1 education/academic floorspace included in the approved development to any other use.

Reason: To protect the replacement and provision of Use Class D1 education use on the site.

39. Restricted Permitted Development Rights B1

Notwithstanding the provisions under the Town and Country Planning (Uses Classes) Order 1987 (as amended) and The Town and Country Planning (General Permitted Development) Order 1995 (as amended), there is no permitted change of use for the Use Class B1 floorspace included in the approved development to any other use.

Reason: To protect the provision of Use Class B1 floorspace on the site.

40. BREEAM

Before any fit out works to the following uses hereby authorised begins:

- a) Student accommodation sui generis;
- b) Education facility class D1;
- c) Workspace class B1;

an independently verified design stage BREEAM report for the relevant use (detailing performance in each category, overall score, and BREEAM rating) to achieve a minimum 'excellent' rating shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given;

Within 6 months of the first occupation of each approved use within the development, a certified Post Construction Review (or other verification process agreed with the local planning authority) for that use or part shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

Reason: To ensure that high standards of sustainability are achieved.

41. Student Management Plan

Prior to occupation of the student accommodation hereby approved, a Student Management Plan shall be submitted and approved in writing by the Local Planning Authority. The plan shall detail how all elements of the student accommodation will be managed by the accommodation operator, including the following:

- Term move-in and move-out arrangements;
- Use of external terrace areas;
- Management of spaces within student accommodation operator control;
- Hours of access and noise control within internal and external spaces;
- Security arrangements; and
- Community liaison.

The development shall be occupied in accordance with the approved details.

Reason: To ensure appropriate operation and management of student accommodation and to limit disturbance to surrounding residential occupiers.

42. Estate Management

Prior to occupation of the development, an Estate Management Plan shall be submitted and approved in writing by the Local Planning Authority. The Estate Management Plan shall detail how all areas within the site (excluding Highway Authority land) shall be managed and maintained. Details shall include information on how all external landscape areas will be maintained and tidied to a good visual standard, and how cross over of ownership demise with London Borough of Newham Highway Authority will be managed.

Reason: To ensure that the development is completed and operated with good quality public realm spaces, and with appropriate management and maintenance procedures in place.

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures (s)he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwqriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.

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.

Proactive and Positive Statement

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

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

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

Dated this: **XX-Jul-2016**

A Hollingsworth

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

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
- * If you want to appeal then you must do so within **SIX months** of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE weeks** of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

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

- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notice

- * If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- * In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

DRAFT

1 Table CON1: Proposed Mitigation Summary

Topic	Proposed Mitigation
Townscape & Visual Impact	<p>Construction</p> <ul style="list-style-type: none"> - Regular cleaning of road and the public realm surrounding the Site - Edge protection to be affixed whilst concreting operations are in place - Implementation of traffic management plan; - Vibration monitoring <p>Operation</p> <ul style="list-style-type: none"> - Landscaping proposals at ground level - Mitigation through design
Traffic & Transport	<p>Construction</p> <ul style="list-style-type: none"> - Assigned construction traffic routing - Construction hours to be restricted by planning condition - Construction worker travel plan to encourage use of public transport <p>Operation</p> <ul style="list-style-type: none"> - Contributions to the TfL Cycle Hire Scheme - Implementation of car free tenancy agreement via S106 agreement - Student and Residential Travel Plans - Highway improvements
Socio-Economic Effects	<p>Construction</p> <ul style="list-style-type: none"> - n/a <p>Operation</p> <ul style="list-style-type: none"> - Contributions towards primary healthcare facilities - Contributions towards primary and secondary education - Planning conditions to ensure public realm and amenity space provision is provided
Noise & Vibration	<p>Construction</p> <ul style="list-style-type: none"> - Ensure use of practical noise and vibration measures on the Site. Careful management to reduce the coincidence of noisy activities. - Enclose or partially enclose stationary plant wherever possible. - All plant to be suitable certified in accordance of EC directive 200/14/EC and will need to be properly maintained. - Limit high noise activities to daytime hours only. - Eliminate queuing at the Site entrance outside construction hours. - Inform of progress and alleviate concerns by developing a good relationship with local residents, building owners thereby minimising complaints. - Staging of operations to ensure minimum exposure to high noise levels. - Implement complaints procedures and actions and set out in a construction noise and vibration management plan. - Determine activity causing excessive noise emission levels allow through manned measurement of noise levels if necessary. - Employ specialist consultants to determine adequate amelioration strategies if necessary. - Set-up meetings between complaints and other stakeholders to discuss impacts during the project if necessary. <p>Operation</p> <ul style="list-style-type: none"> - Building to incorporate sound insulation and adhere to BS8233:2014 and BB93 to achieve daytime and night-time noise targets.

<p>Air Quality</p>	<ul style="list-style-type: none"> - Use of specialist glazing on habitable rooms. <p>Construction</p> <ul style="list-style-type: none"> - Develop and implement a stakeholder communications plan that includes community engagement before work commences on site - Display the name and contact details of person(s) accountable for air quality pollutant emissions and dust issues on the site boundary - Display the head or regional office contact information - Record and respond to all dust and air quality pollutant emissions complaints; - Make a complaints log available to the local authority when asked; - Carry out regular site inspections to monitor compliance with air quality and dust control procedures, record inspection results, and make an inspection log available to the Local Authority when asked; - Increase the frequency of site inspections by those accountable for dust and air quality pollutant emissions issues when activities with a high potential to produce dust and emissions are being carried out and during prolonged dry or windy conditions; - Record any exceptional incidents that cause dust and air quality pollutant emissions, either on or off the site, and ensure that the action taken to resolve the situation is recorded in the log book; and - Hold regular liaison meetings with other high risk construction sites within 500m of the site boundary, to ensure plans are co-ordinated and dust and particulate matter emissions are minimised. It is important to understand the interactions of the off-site transport/deliveries which might be using the same strategic road network routes. <p>Operation</p> <ul style="list-style-type: none"> - The CHP will be designed to operate with a minimum efflux velocity of 10m/s to allow for good initial dispersion of emissions; - All stacks should discharge vertically upwards and be impeded by any fixture of stack (e.g. rain cowls etc). - The Proposed Development good practice guidance as set out in EPUK/IAQM
<p>Wind Microclimate</p>	<p>Construction</p> <ul style="list-style-type: none"> - n/a <p>Operation</p> <ul style="list-style-type: none"> - The use of soft landscaping (hedges, plants and shrubs), screen and canopies to ensure areas around the site and the internal courtyard are suitable for sitting for longer periods during the summer.
<p>Sunlighting & Daylighting</p>	<p>Construction</p> <ul style="list-style-type: none"> - n/a <p>Operation</p> <ul style="list-style-type: none"> - Given the urban location of the Development, its varied building heights and the levels of daylight and sunlight amenity retained by neighbouring properties, no mitigation measures would be required.

<p>Archaeology</p>	<p>Construction</p> <ul style="list-style-type: none"> - GLAAS has recommended an archaeological evaluation consisting of the excavation of trial trenches/pits, to be undertaken with an approved Written Scheme of Investigation (WSI). - Geoarchaeological sampling during ground excavation for pile caps and the ground floor, where there fall outside the footprint of the existing basement. <p>Operation</p> <ul style="list-style-type: none"> - N/A
<p>Cultural Heritage (Above Ground)</p>	<p>Construction</p> <ul style="list-style-type: none"> - Regular cleaning of road and the public realm surrounding the Site - Edge protection to be affixed whilst concreting operations are in place - Implementation of traffic management plan - Vibration monitoring <p>Operation</p> <ul style="list-style-type: none"> - Landscaping proposals at ground level - Mitigation through design
<p>Surface Water Drainage and Flood Risk</p>	<p>Construction</p> <ul style="list-style-type: none"> - Implementation of a CEMP to ensure best practices and Site management is in place, to avoid the potential for any impact. - Surface water run-off plan to be agreed with the Environment Agency - Implementation of method statement relating to activities which have the potential to affect the groundwater resource, and outlining preventative measures. - An incident plan outlining actions to be taken in the event of accidental chemical or foul water spills or localised flooding. The plan would include the implementation of contingency planning provision, spills kits and contractor training procedures. - A site Pollution Prevention and Incident Plan (PPIP) will be implemented during all phases of the development. <p>Operation</p> <ul style="list-style-type: none"> - The site will be constructed with separate systems for foul and surface water drainage. The separate system will extend to the public sewer. Surface Water Management Strategy (SWMS) ensures that a sustainable drainage solution can be achieved which reduces the peak discharge rate to manage and reduce the flood risk posed by the surface water runoff from the site. - In order to limit the rate and volume of surface water runoff that is discharged, it will be necessary to include a flow control device. - Safe Access and Egress: In the event of a flood at the site a hazard rating of low would be experienced on a small proportion of the site. Any flooding would result in a 'low' flood hazard with a 'caution: flood zone with shallow flowing water or deep standing water'. Safe access and egress routes, including emergency access can be maintained for vehicles and/or by foot via the High Street. The Safe Exit Routes shown in Appendix SWD1: Drawing T/15/SY/509/FRA/6 indicates the exit route that all people (i.e. occupants and visitors) on site should follow once a flood warning has been received. Therefore, during the 1 in 100 year (plus climate change) event a safe access and egress route can be maintained in accordance with the NPPF and Environment Agency Guidance. - The basement will be lined with a cementitious or cavity wall membrane known as tanking this ensures that groundwater will not

	<p>enter the building.</p> <ul style="list-style-type: none"> - The areas of the site that is not formally drained, i.e. landscaped areas, will be permeable (grass). The majority of rainwater falling on these areas will soak into the ground. Surface water runoff would be directed to the drainage system through drainage gullies located around the perimeter of the buildings and through contouring of the hardstanding areas.
<p>Ground Conditions and Contamination</p>	<p>Construction</p> <ul style="list-style-type: none"> - Bunds will be used to prevent run-off entering watercourses. - Compounds will have hard surfacing to prevent infiltration. - Site drainage will discharge direct to sewer under appropriate discharge consent. - Localised contamination identified during the ground investigation will be remediated/ removed as appropriate. - A procedure will be put in place to manage previously unidentified contaminated ground that is encountered during the works. - Any surplus soil arising from levelling or excavation works that has visual or olfactory evidence of contamination will be stored in covered skips, or on a sheeted stockpile placed on hardstanding or sheeting pending its removal or treatment. - A procedure for managing identified and previously unidentified contamination will be developed following site investigation works and prior to redevelopment works commencing. This will include the requirement to complete a risk assessment of the contamination in accordance with the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11' and submission of the reports for regulatory sign-off. - A piling risk assessment has been undertaken and is included within the GIR (Tier, September 2015). The proposed use of replacement type piles (e.g Continuous Flight Auger (CFA)) within the proposed design will mitigate against the risk of potential preferential pathways to underlying strata. - The location of the large diameter abstraction well will be investigated and if practicable, the nature of any decommissioning works already undertaken will be established. Should the well be found to not have been suitably treated, it will be decommissioned through capping or filling in accordance with decommissioning methods to be agreed with the Environment Agency once the condition of the well has been determined. - Prior to demolition, site investigation monitoring wells will be decommissioned in line with Environment Agency guidance to mitigate against the potential generation of preferential pathways between strata. <p>Construction</p> <ul style="list-style-type: none"> - Mitigation measures will be implemented in line with the Remediation Strategy included in the GIR (Tier, September 2015). The Remediation Strategy will be agreed with the regulatory authorities. Following the redevelopment the impact to on-Site receptors is potentially moderate (beneficial) and the impact to off-site receptor is minor (beneficial) as the soils at surface will have been verified as being in line with screening criteria for the proposed land use; laboratory testing of the current soils has identified contaminants at concentrations that, unmitigated, may present a potentially risk to current on-Site and off-Site human health receptors.

APPENDIX 3
LANDSCAPE AND PUBLIC REALM DESIGN DOCUMENT

LANDSCAPE AND PUBLIC REALM Addendum Report

Design Revision April 2016

Duncan House Stratford

Prepared by - Gillespies LLP

Duncan House

Stratford

London

E15 2JB

Client: Watkin Jones Group

Gillespies LLP

Minton Chambers
12 Heaton Court
Leeds
LS1 4LJ
www.gillespies.co.uk
T : 01132 470 770

M5290 - 702 Duncan House Landscape and Public Realm Addendum Report REV 04	
Issued for Planning 11.04.2016	
Originated	TB
Checked	TW
Approved	TW

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Precedent images showing the style and feel of the intended public realm

1. INTRODUCTION

This Design Report Addendum provides revised design information for the Duncan House Planning Submission. The initial Landscape and Public Realm Report (26.11.15) has been considered by the London Legacy Development Corporation (LLDC), and various Statutory Authorities including the London Borough of Newham (LBN) and Transport for London (TfL). The application has been through numerous Quality Review Panel hearings including a critique after the application was submitted. A number of comments and design changes have been requested through the application process. This addendum report addresses each of the comments and design change requests received by the various authorities and demonstrates how the design has been modified to accommodate the required changes.

INITIAL LANDSCAPE AND PUBLIC REALM REPORT

The initial report addressed a range of issues that are required to be considered for a significant Planning application. These included the following Report sections and sub sections–

1	This Report	5	Design Objectives and Implementation
2	2.1 The Development	5.1	Overall
2	The Site - Setting and Context	6	Design Proposal
2.1	Approach to Context	6.1	Design Generators
2.2	Regional Context	6.2	Design Plans, Precedent Images, Visualisations and Sections
2.3	Heritage	6.3	Material Palette Public Realm
2.4	Street Patterns, Movement and Surrounding Connections	6.4	Material Palette -Courtyards and Roof Gardens
2.5	Surrounding Open Space and Public Space	7	Maintenance And Management
2.6	The Precinct and Local Context		
3	Strategy And Planning Framework		LANDSCAPE AND PUBLIC REALM REPORT – ADDENDUM (THIS REPORT)
3.1	Strategy and Planning Approach		In addressing the design changes requested though the application process – this Report provides information regarding the revised design proposal. Sections 1 - 4 of the initial report address the broad scale strategic issues associated with the development generally and the public realm in particular and are still relevant to the Application and are therefore not revised in this Addendum. Sections 5- Design Objectives and 6 - Design Proposal are revised to illustrate the revised design. The revised Sections
3.2	The London Plan		
3.3	Supplementary Planning Guidances		
3.4	LLDC Local Plan		
3.5	London Borough of Newham Documents and Guidance		
3.6	London Tree and Woodland Framework		
4	Design Strategy		
4.1	Strategic Approach		
4.2	Opportunities		
4.3	Addressing Issues of Context		

and 5 and 6 (contained in this report) are supported by a variety of images, diagrams and drawings describing and illustrating the revised design proposal.

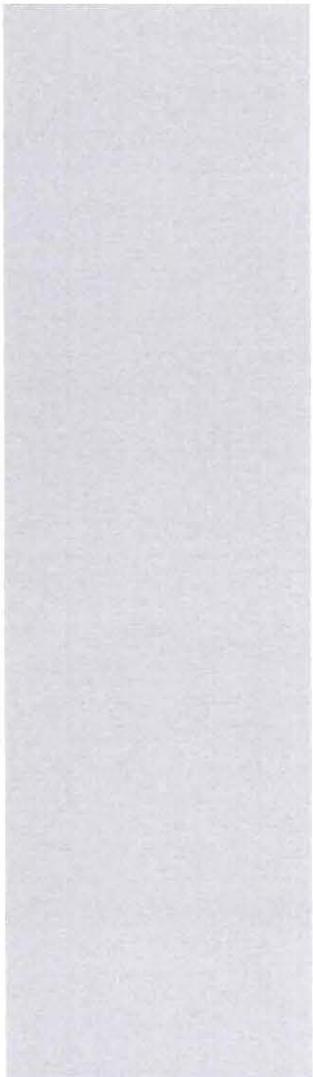
2. COMMENTS RECEIVED FROM THE VARIOUS AUTHORITIES

The following table includes a listing of the comment and changes requested by the various authorities. Each comment or design change is responded to as shown below. The combination of the design changes, written commentary and the tabulated outline the new/revised Public Realm and Landscape proposal for the Duncan House application. The revised design is then described and illustrated in this Report.

Item	Comment	Response/Design Change
Comments from the LLDC Officers		
1	The planning officers would want as many trees to be retained as possible, particularly at the corner of Lett Road and the High Street.	A review of the Construction Management Plan and the Architectural Scheme was undertaken and in combination with Item 3 below – the public realm design has been altered to accommodate one existing site trees (T19 – Norway Maple) Refer to the Tree Survey and Arboriculture Report for details
2	There are too many trees at the junction of the High Street and Lett Road. Some need to be removed.	Trees have been removed in accordance with the comment and have been incorporated in the revised design. The number of trees proposed is still in excess of the number of trees removed
3	The tree planting in the scheme is too formal and should be less so.	The scheme has been redesigned to be less formal and in so doing addressing Points 1 and 2 above.
4	Officers noted that the existing site provides a refreshing break in the otherwise densely built High Street. By this, she stated that there are a wide variety of trees on the High Street (e.g. some flower, some provide fruits, mixture of colour, variety of sizes) which is an approach that we should adopt with our development	The tree planting palette has been increased from 3 planted species in the public realm in the initial scheme to 5 species in the revised scheme – Refer to design plans for locations and qualities

Item	Comment	Response/Design Change
5	Paving materials should be simple and elegant. Stripes and bespoke furniture should be removed.	Pavement material specification is to be Granite or reconstituted stone kerbs and 'Conservation' type pavers 450 x 600. Furniture specification has been modified to include only proprietary items – refer to plans and sections for details
6	Planting in the central courtyard it is too dense. Trees are to be provided, but only in the corner of the courtyard that receives the most light. There should then be more of a civic feel in the courtyard and consideration should be given to extending the canopy in the areas where spill out from the educational facility is most likely to occur. An asymmetrical approach should be undertaken.	The re-design of the courtyard has been undertaken to accommodate these comments – refer to the revised plans and Sections.
7	Need to meet with 'The Collective' and determine a common public realm scheme.	Despite repeated efforts by the Duncan House team to contact and meet with The Collective no reply or response has been forthcoming from The Collective.
Comments from the LLDC Quality Review Panel (QRP)		
8	The Lett Road/High Street area will be a busy space where many students congregate. The panel asks how well this will fit with the proposed planting of a significant number of trees in this area – as well as planters. It may appear cramped and could benefit from more generous planning.	Redesign of the area provides a greater area of informal space at the entrance to the Student accommodation off Lett Road and removed the raised planters – refer to the revised design drawings. The design of this space has also been influenced by the changes in the architectural form.

Item	Comment	Response/Design Change
9	The Panel questions the location and form of the raised planter at this point: this may have the effect of directing movement up into Lett Road rather than encouraging people to linger and enjoy the space.	Raised planter on the development site has been removed in the revised scheme. A replacement raised planter outside the Builders Arms has been retained as a replacement is required for the existing planter currently in poor repair.
10	There are also some reservations about the central courtyard – which is partly inspired by a traditional academic quadrangle. This space could benefit from being slightly larger.	The bounding facades of the courtyard are determined by the architectural scheme – refer to the revised architecture for a response to this point
11	The Panel questions whether it is necessary to concentrate movement around the sheltered perimeter of the courtyard, rather than also making use of the centre, where it is proposed to plant trees.	The courtyard has been redesigned and has made the accommodation for patrons more generous.
12	While the trees might provide an attractive outlook for residential and student accommodation, this space will be heavily shaded and could become rather dark and dank.	The revised scheme includes a reduced number of trees in the Courtyard and has altered the layout to provide greater access to sunny areas in the courtyard through the seasons.
13	The panel thinks that more could be made of this space. This might include using it as an external teaching area, incorporating a sustainable urban drainage system, or planting wild species to encourage biodiversity.	A variety of species in the ground planting and tree planting has been incorporated. The layout with greater paved space and improved access provides opportunity for use as an outdoor teaching area for small groups.



Item	Comment	Response/Design Change
14	The size of the amenity space for residents – the terrace on Level 06 – could also benefit from being more generous, especially as it is intended to include children's play space.	The spatial allowance for the roof terrace is determined by the architectural form – refer to the revised architectural package for details on this point. The area required for Play space is determined by the Informal Play SPG referred to in Point 16 below
15	The approach to surfacing throughout is considered appropriate and effective. Careful consideration will, however, need to be given to areas used for servicing – for example, where bins are brought out for refuse collection	The surfacing of the scheme has been considered in a functional, aesthetic and management sense – and the materials specified are indicated in Point 5 above. Drop Kerbs are incorporated in the revised scheme where required for waste management activities.
From the Greater London Authority (GLA)		
16	The area of play space need to match the allowance provided for in the Play and Informal Recreation SPG	The number of affordable flats/bedrooms has been confirmed and the play space area has been increased to 130m2 to accommodate the area specified in the Mayors Special Planning Guidance for Shaping Neighbourhoods, Plan and Informal Recreation - see appendix to this document for the completed spreadsheet.
From Transport for London (TfL)		
17	Allow for the location of a hub for the London rental bike scheme (Boris/ Santander bikes).	Allowance had been made in the revised design to accommodate a rental bike hub but has subsequently been removed by agreement with TfL and LBN.

3. REVISED DESIGN OBJECTIVES AND IMPLEMENTATION

OVERALL

The public realm proposal delivers public amenity and a space that compliments the surrounding context and the proposed architecture. The design of the site has been guided and driven by the required policies described and discussed previously, and aesthetic and functional considerations of the space. The design has been modified in accordance with the various comments and changes requested through the application process. The spatial design, patterning, materials and overall function of the proposed public realm seek to:

- Reinforce and reiterate through site design the unique place that the development site occupies and provide a public realm that 'stitches' the various interfaces together.
- Provide a comfortable and memorable place in the fabric of the Greater Carpenters and Stratford High Street area.
- Improve the quality of the experience gained from inhabiting the area and travelling through the precinct.
- Provide Stratford High Street with a place of respite from the urban

setting with a unique character and usable facilities.

- Provide a setting for the building that compliments and elevates that architectural design where the landmark architectural expression is mirrored in the public realm.
- Integrate the various land parcels and where practical integrate the private and public space, thereby giving private land for the use and benefit of the public.

STRATFORD HIGH STREET

The revised design proposal provides for a new surface for pedestrians on Stratford High Street and maintains the existing traffic flows and cycling super highway. The footway will be resurfaced to provide a smooth and step free approach to the new Academic facility. The new foot way surface will extend from the back of the existing kerb to the facade line under the architectural colonnade, thereby providing the perception for the public of a wider and more generous foot way. The materials for pavement within the adopted highway area will be in accordance with London Borough of Newham Design For Borough Roads. Silver Grey coloured Conservation Paving is preferred with a nominal 450mm x

600mm unit size.

Street trees are not proposed on Stratford High Street due to the existence of significant underground services. Refer to the initial Landscape and Public Realm report for details.

WARD ROAD

The design for Ward Road seeks to avoid the area being seen as a 'service road'. The planting of significant sized trees in the privately owned frontage of Ward Rd, and the continuation of the new foot path design seek to provide Ward Road with a character that shows it is more than a service road. The provision of key building uses on the corners - the cafe, and the residential entrance show that the street will be activated. A minimal length of inactive facade is required to accommodate building services and vehicle entrance. The room arrangement combined with the inclusion of inset balconies will deliver a street that is planted, active and overlooked.

The footway on Ward Road will be reconstructed from the back of kerb to the building facade with materials common to Stratford High Street.

Trees will be planted between the

facade and the property boundary avoiding the existing underground services.

JUPP ROAD

The design solution for the Jupp Rd edge of the building achieve similar aims outcomes to Ward Rd in that the development seeks to improve the street condition. The inclusion of the 'front door' residential clusters and the artist's studio space seek to activate the edge. The new foot way surface will extend from the back of the existing kerb to the facade line under the architectural colonnade, thereby providing the perception for the public of a wider and more generous foot way. The pavement will match that on Stratford High Street and Ward Road.

Street trees are not proposed on Jupp Road due to the existence of significant underground services. Refer to the initial Landscape and Public Realm report appendix for details.

The intersection of Jupp Rd/Lett Rd and Wilmer Lea Close will be improved for pedestrians with the installation of raised table pedestrian crossings connecting the new Lett Rd space with the adjacent Wilmer Lea Close - over Jupp Rd - thereby implementing the

pedestrian improvements required the various local policies and guidances.

LETT RD AND PUBLIC SPACE

The design objectives of Lett Rd are quite different to the other surrounding streets. The nature of the architecture and the geography of the site make Lett Road the greatest opportunity for public realm enhancement.

A primary design objectives for Lett Rd include:

- Deliver and implement the requirements of the OLSPG and the LLDC Local Plan;
- Create a space that reinforces the landmark building and provides legibility of the Carpenters triangle.
- Provide legibility to the wider public realm, and;
- Enhance the experience of the pedestrians and other users of the space.

Lett Rd is the area of the development site that can deliver some key public realm objectives for the local authority (LLDC and Newham Council) as well as deliver on the ground some of the key London Plan policies. This includes the development of Lett Rd and Wilmer Lea Close as a key pedestrian connector

between the DLR, Stratford High Street and the new Olympic Park.

Lett Rd will be restricted to a one way road (with a contra flow cycle lane) meaning that the road carriage way can be significantly narrowed, allowing more area to be devoted to the provision of amenity space. The design, through surface detailing and the positioning of physical features seeks to slow vehicle speeds and in so doing make the space both safer for pedestrians and also a more pleasant space to linger.

The new road pavement on Lett Road is to be reconstructed from the title boundary on the Duncan House (southern) side to the façades of the existing buildings on the northern side (The Edge Apartments and The Builders Arms). The pavement materials and patterning will match that for Stratford High Street, Ward Road and Jupp Road creating a simple carpet on the ground plane to accommodate seating, cyclists and pedestrians. The new vehicle carriageway will be tarmac to LBN standards.

A preference for the project is to lift and enhance the public realm of Stratford and use the Duncan House development as a vehicle for a higher quality of development to Stratford

High Street - more in keeping with the character of the nearby conservation area. To achieve this warm toned pavement of Conservation Paving is preferred with a nominal 450mm x 600mm unit size.

An existing tree near the Lett Road boundary is to be retained in the revised design - a Norway Maple (*Acer platanoides*) - T19 in the Tree Survey. This tree will require pruning to allow for construction activities to occur. The root plate of the existing tree will be protected and covered with permeable resin bonded gravel.

Additional trees will be planted between the facade and the property boundary avoiding the existing underground services. The Lett Rd area is the most significant opportunity for substantial tree planting on the site. The spatial analysis of the area shows that there is very little urban amenity space along Stratford High Street and negligible tree planting, along with very little quality public space in the surrounding urban area. The new scheme seeks to provide an area with a considerable tree canopy cover that is shaded in summer and has seasonal interest. Under these trees are proposed a series of benches allowing patrons to spend time in the

public realm, shaded in summer, and with seasonal interest throughout the year.

The benches in this space are made from timber (for comfort) and concrete (to compliment to architectural materials) and arranged to allow both communal conversations across benches and individual seating as required.

Within the private land holding the planting of 16 new trees of a variety of species will provide amenity, shelter and seasonal colour for Lett Rd and Stratford High Street. The existing *Pawlonia tormentosa* located outside the Builders Arms is reflected with a single new *Pawlonia* specimen in the pavement near the corner of Lett Road and Jupp Road also in the private land holding.

In total the scheme proposes 22 new trees in the public realm within the private landholding and a further 6 in the adopted footways - replacing the 21 poor quality existing trees on private land holding.

The Lett Rd area will provide a new improved setting for the local Bricklayers Arms pub and provide a significant improvement to the

setting and health of the existing Pawlonia street tree outside the pub. A replacement planter is proposed within the adopted highway area to protect the root zone of the existing tree and to provide informal seating opportunities for passers by.

INTERNALLY

The scheme provides quality internal spaces where residents and occupiers of the various demises within the building can access outdoor amenity space, allowing people to enjoy the outdoors in a semi private manner. The courtyards and roof gardens are designed to minimise visual and acoustic cross over between the demises.

Level 1 Courtyard

The level 1 (Stratford High Street level) courtyard is a space that is for the use of the academic tenant and as such they have exclusive access. It is expected however that the institution will periodically open the reception, lecture hall above and courtyard area for public access and public functions meaning that at these times the internal courtyard will be accessed directly off Stratford High Street through the academic reception area. At these

times the courtyard delivers a blended public private space from Stratford High Street through the reception area to the courtyard. The courtyard will provide amenity services for the academic tenant and its students. The courtyard will be closely associated with the cafe and bar and will allow the patrons to access the outdoor area under the proposed architectural canopy surrounding the courtyard. The courtyard will provide light access and natural ventilation into the lower levels of the building.

The courtyard contains an offset inclined lawn area with a high point to catch the best of the summer sun, and allow seating on a low stepped wall which also houses the ventilation louvres for the car park ventilation below. In accordance with the building regulations (Part K - Protection from Falling) the highest a free 'fall from height' within the perimeter of a building is 380mm. In order to gain enough square metres of venting space, the wall and the louvres are to be split over two steps of 380mm high for the length of the courtyard wall. The inclined lawn will have three deciduous feature trees (*Pyrus Chanticleer* - Non fruiting Ornamental Pear) to provide seasonal interest and summer shade

while allowing spring and autumn sun to penetrate the courtyard.

In the shaded southern and western edges of the courtyard a row of shade tolerant trees (*Oxydendrum arboreum* Sorrel Tree) will be planted in constructed planters to provide visual softening and seasonal interest.

The courtyard will be paved in the same material as the public realm - a 450 x 600mm conservation paver in warm tones.

Level 5 Roof Garden.

This roof garden is to provide outdoor amenity for the of the front door cluster student accommodation. The garden will make use of the some of the iconic views to the nearby landmarks such as the Arcelor Mittal Orbit in the Olympic Park, Canary Wharf and other significant views through careful placement of apertures in the parapet.

The roof garden contains an arrangement of spaces allowing two areas for group seating on an elevated deck (with ramped access), space towards the northern end (overlooking Lett Rd) for uninterrupted individual seating and contemplation and an area for communal activity and gathering. Associated with the group gathering

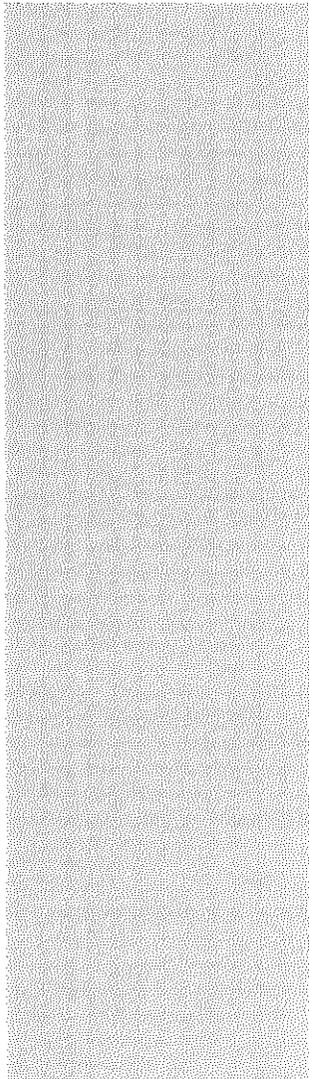
areas will be sun shade provision for summer amenity.

The garden will have a significant amount of natural materials. The roof garden will provide privacy for the adjacent residential and student rooms by preventing access to the immediate area outside windows.

A series of hedges will prevent access from the roof garden to the perimeter balustrade over-looking the central courtyard.

Level 5 Green Roof

A green roof is incorporated onto the top of Level 5 will provide visual amenity for those in the tower looking down to the roof top and significant benefits the ecology and habitat value of the scheme. The opportunity to plant the roof also allows gains to be made for water management. The green roof will be planted with a locally appropriate wild flower mix that will minimise storm water runoff and provide beneficial ecological gains as the species selecting on is such that the planting will attract bees, butterflies, other invertebrates and birds.



Level 6 Roof Gardens and Play Space

The design for this roof garden provides outdoor amenity for the occupants of the residential flats. The roof garden design allows for the privacy of the adjacent flats by containing roof garden activity and spaces for use away from the windows and proposes a hedge to further separate the roof garden patrons from the residential flats limiting views into the flats from the garden. No attractions are provided close to the windows and planting is positioned to deter access. In accordance with the relevant London Plan Policies a component of play is included as well as spaces for sitting both in groups and individually. The area of play space (130m²) is calculated using the Play and Informal Recreation SPG formula and a copy of the calculations are provided in the appendix. The roof gardens will make use of the some of the iconic views to the nearby landmarks such as the Arcelor Mittal Orbit in the Olympic Park, Canary Wharf and other locally significant views.

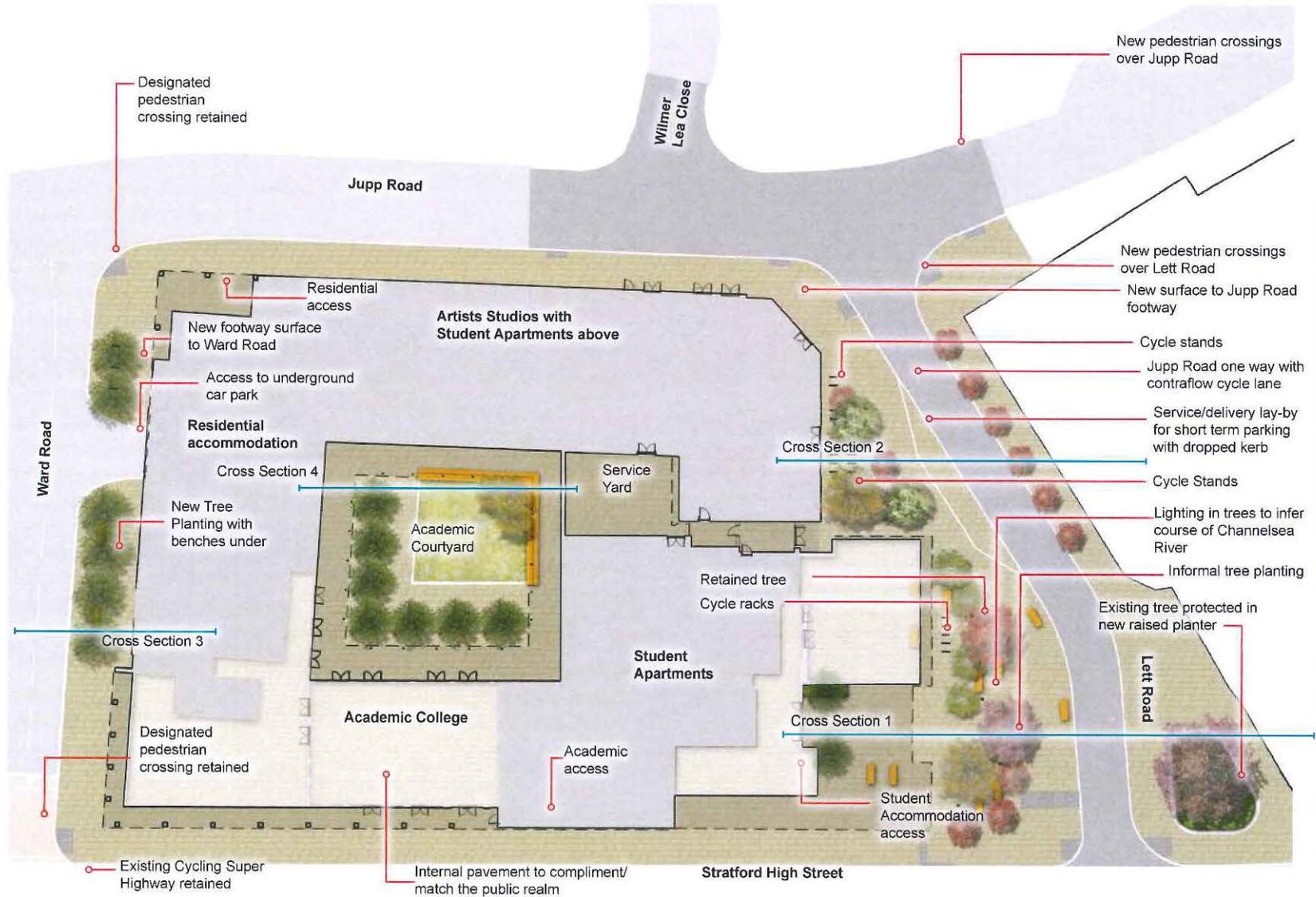
Level 9 Green Roof

A green roof is incorporated onto the top of Level 9 will provide visual

amenity for those in the tower looking down to the roof top and significant benefits the ecology and habitat value of the scheme. The opportunity to plant the roof also allows gains to be made for water management. The green roof will be planted with a locally appropriate wild flower mix that will minimise storm water runoff and provide beneficial ecological gains as the species selecting on is such that the planting will attract bees, butterflies, other invertebrates and birds.

4. REVISED DESIGN PROPOSAL

DESIGN PLAN, PRECEDENT IMAGES AND VISUALISATIONS.



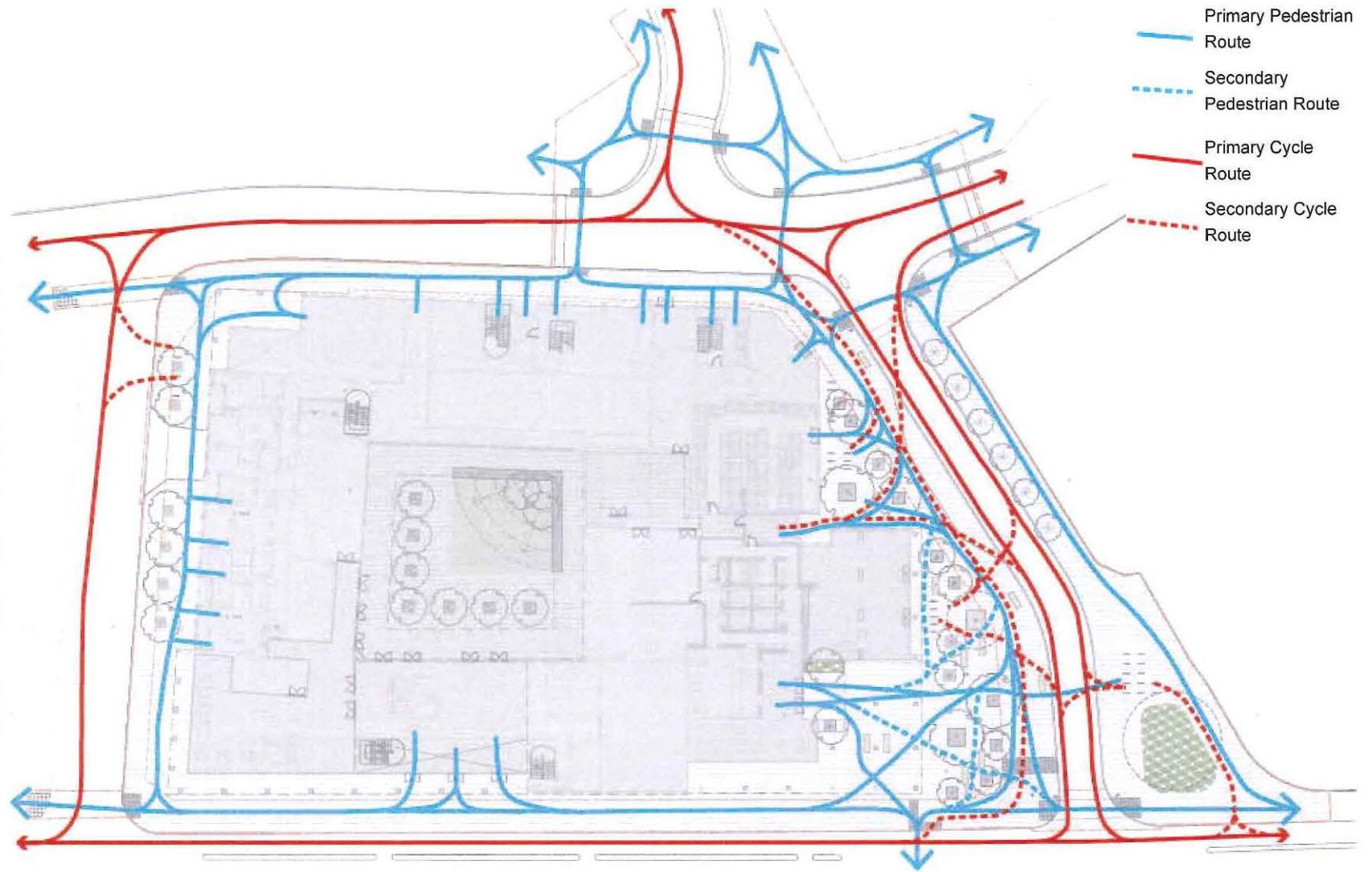


Figure 1. Cycling and Pedestrian Routes

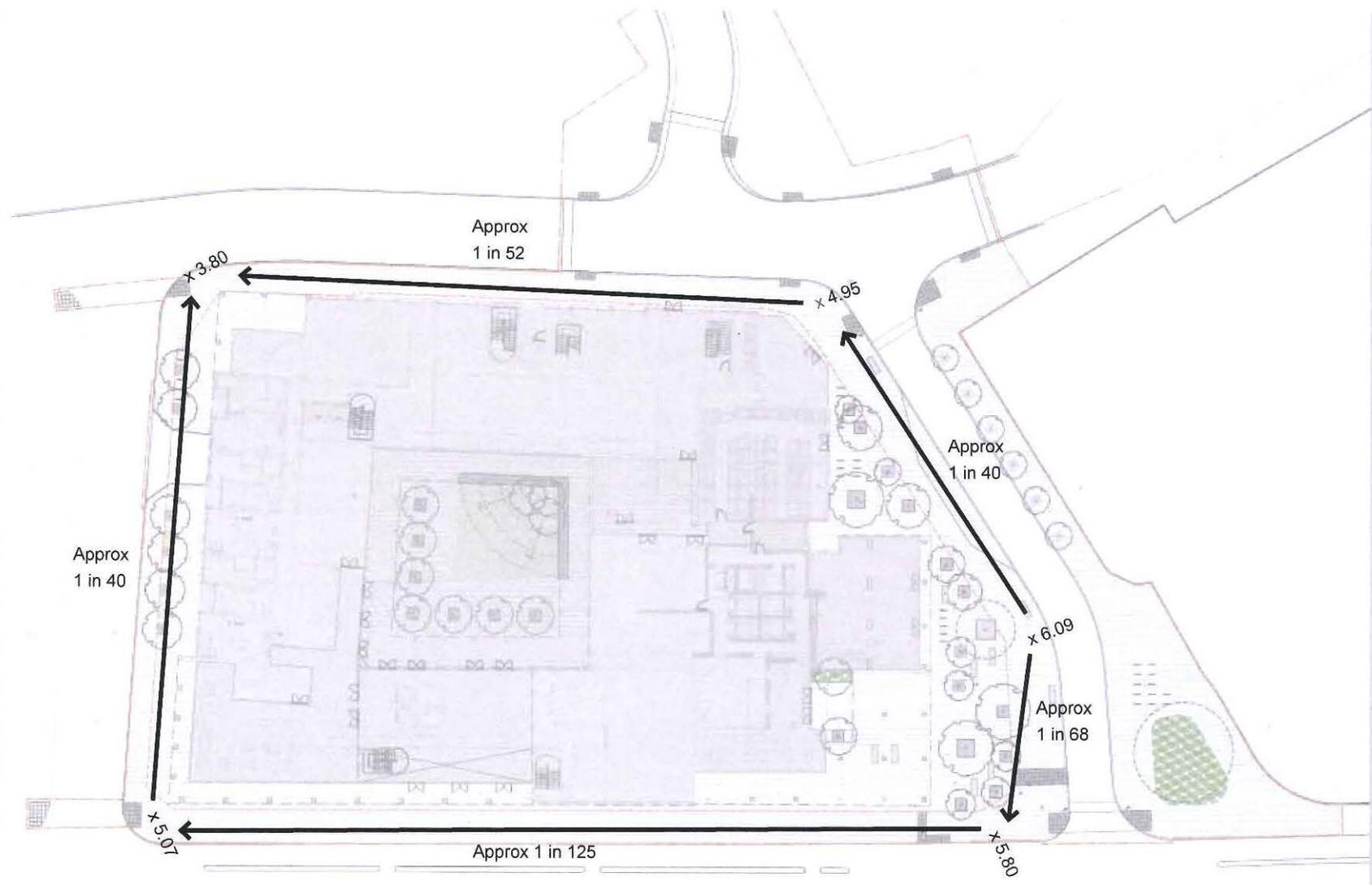
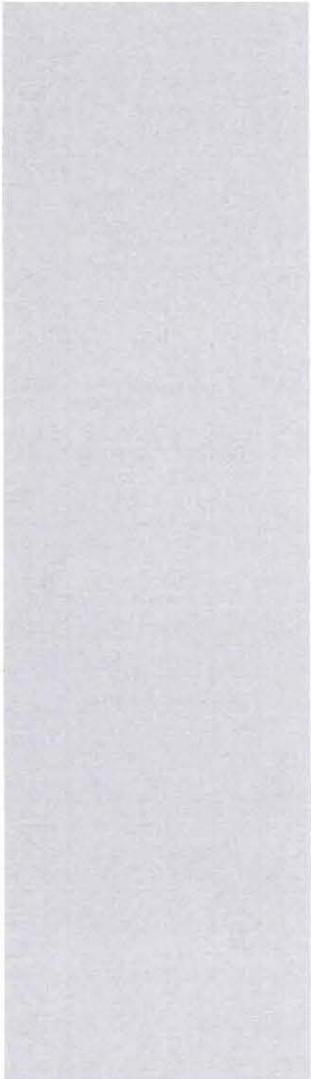


Figure 3. Public Realm Grades and Falls



Paving Precedent - Conservation Paving



Seating Precedent - proprietary item - concrete with timber slats for comfort (Furnitubes)



Spatial Precedent - Fenchurch Street



Character Precedent - More London



Illustration of proposed public realm outcome - view from High Street showing existing Pawlonia tree with new raised planter to protect root zone

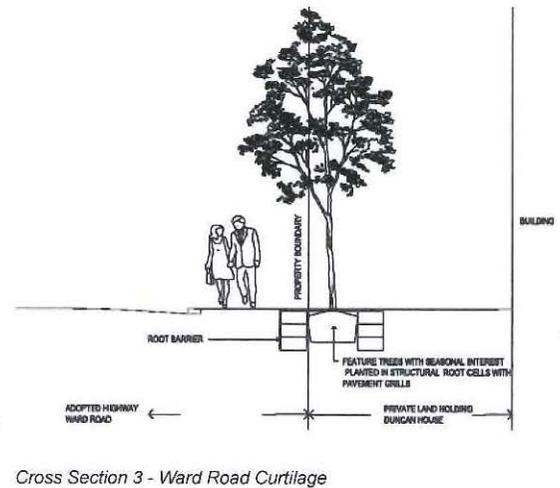
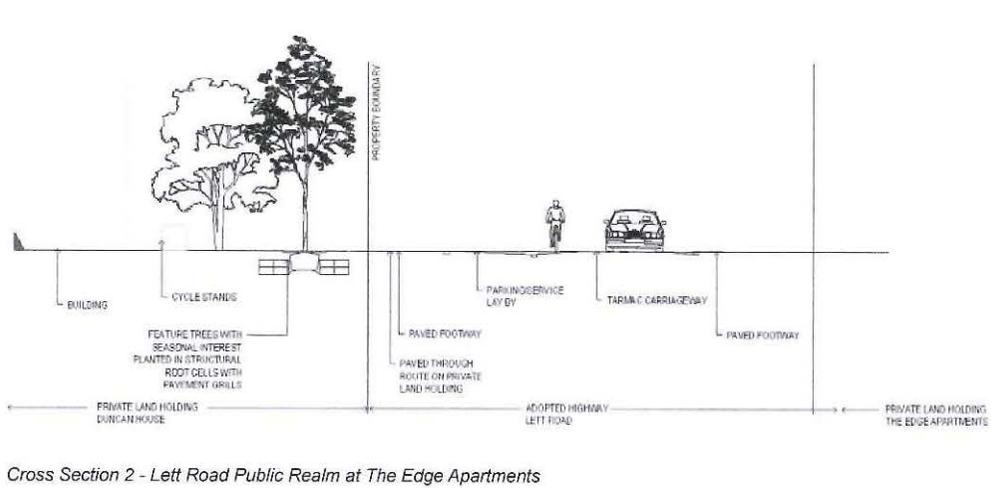
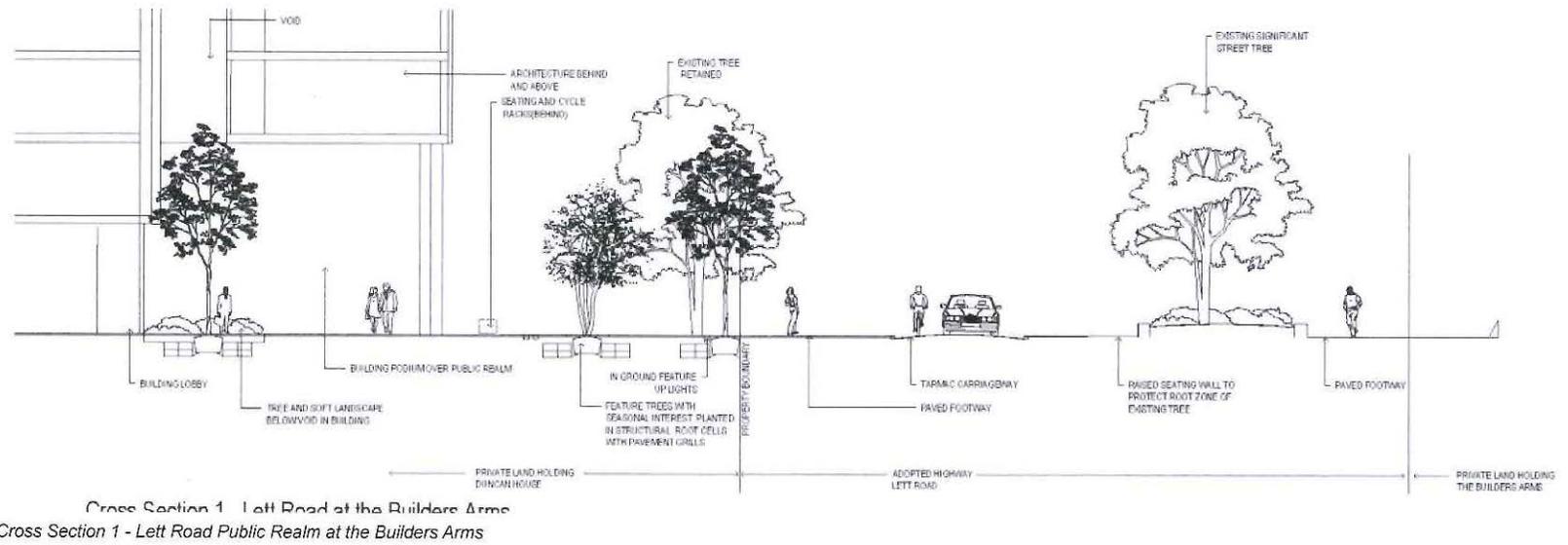


Figure 4. Public Realm Cross Sections



Proposed Tree Grille



Walled Planter Precedent - Bradford City Park



Material Precedent - Resin bound gravel



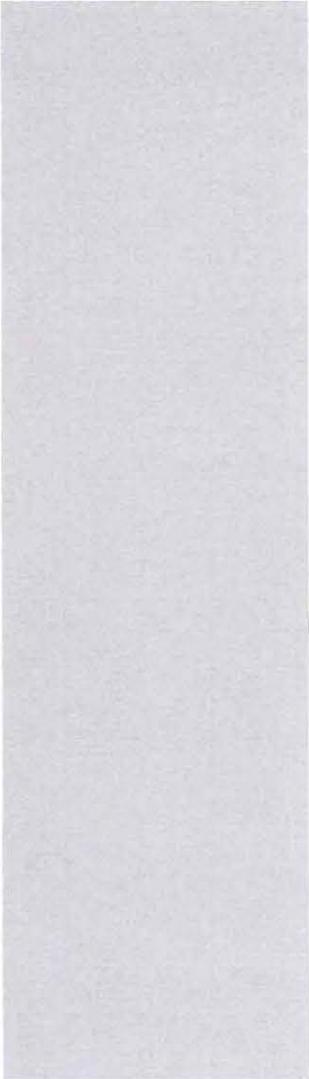
Illustration of proposed public realm outcome - view from entry doors to Student Accommodation



Illustration of proposed public realm outcome - view from Stratford High Street



Figure 5. Level One Academic Courtyard Plan



Raised Tree Planter Option



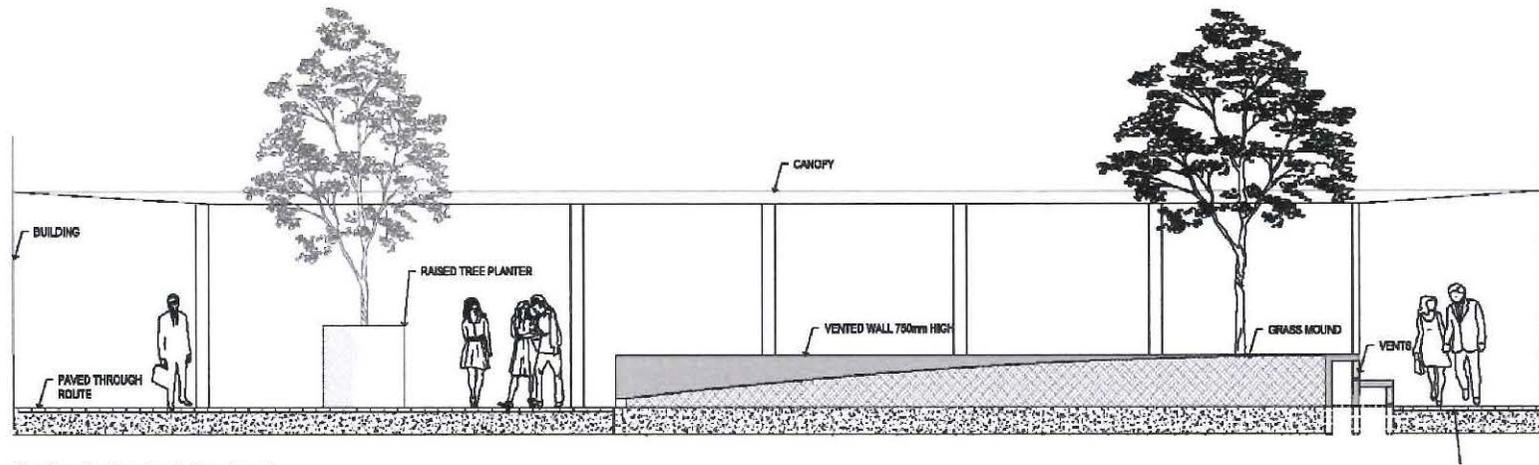
Paving and glazing precedent - MORE London



Tree Planter alternative



Lawn with wall precedent



Cross Section 4 - Academic Courtyard

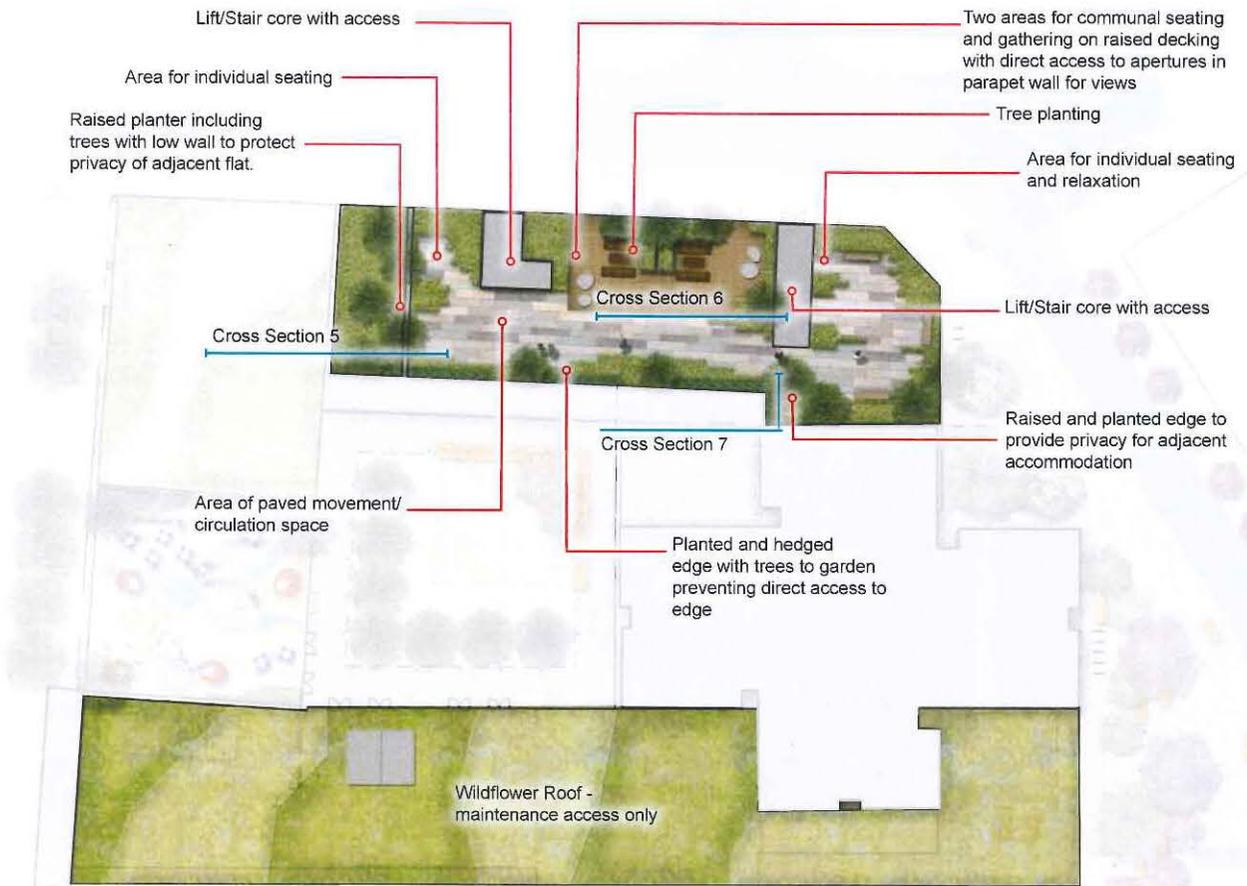


Figure 6. Level 5 Roof Garden Plan - Student Accommodation and Level 5 Wildflower Roof



Visualisation of roof garden



Wildflower Meadow on rooftop



Walling and Planting precedent



Decking and seating precedent



Decking and seating precedent



Decking and seating precedent



Figure 7. Level 6 Roof Garden Plan - Residential Accommodation and Level 9 Wildflower Roof



Kompan Galaxy Argo - possible play equipment



Paving Precedent



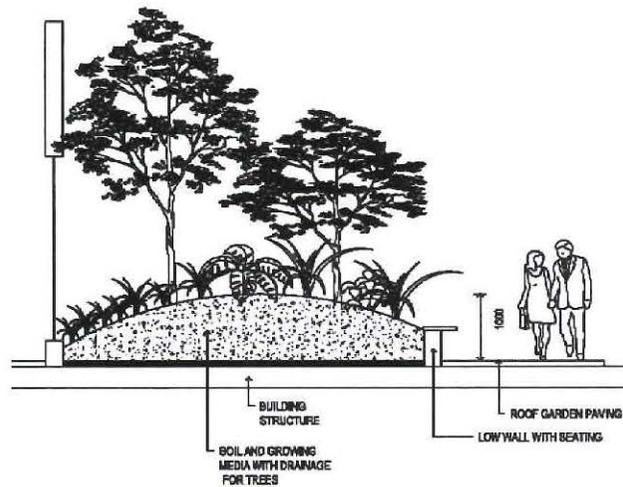
Play elements in roof garden for small children



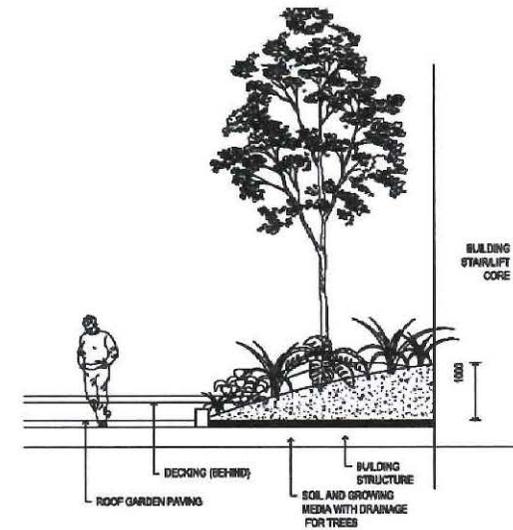
Play on roof top for small children



Kompan Supernova - possible play equipment



Cross Section 5 - Roof Top Garden Edge Detail



Cross Section 6 - Roof Top Garden Edge Detail

MATERIAL PALETTE PUBLIC REALM

Fixtures and Fittings

The design of the Duncan House public realm has been developed to provide a distinctive and memorable space with hard wearing and robust materials. The fittings and fixtures proposed are:

Low Walled planter (adjacent to the Builders Arms)– the replacement for the existing planter – this will be a series of low walls of varying heights providing space for lush low ground planting and trees. This low planter will have sweeping edges of varying heights to provide visual interest and to allow the soft landscape surface to be canted towards Stratford High Street. This will allow a greater visual impact for the soft landscape on this very urban precinct. The walls are concrete with a flat top to allow for informal seating.

Seats and Benches - A series of proprietary concrete and timber benches to compliment the pavement are provided in front of the Student Lounge between Lett Rd and the building façade under the canopy of the proposed trees.

Tree Surrounds – existing tree- a

section of porous resin bound gravel will be laid surrounding the trunk of the existing tree in order to protect and root zone, allow gaseous and water exchange, and provide a hard wearing surface for pedestrians. The product used will be 'Arboresin' or similar.

Tree Grates (new trees)– tree grates are proposed to be steel modular fitting grate that will allow the gradual expansion of the tree trunk as the tree grows and will allow water and gaseous exchange for the root system.

Public Realm Surfaces – Provision of hard wearing easily repairable footways and carriageways are proposed in public realm in accordance with the Design Guide for Borough Roads. The quality that is intended is to be the highest quality pavement that is supported by the London Borough of Newham will be used. The LBN Highways Guide indicates "Where local circumstances deem it appropriate... consideration shall be given to the use of different unit sizes and finishes such as 450 x 600mm conservation type, textured concrete paving, 100mm thick granite aggregate setts and 60mm thick textured granite setts." (pg 38)

A pavement of silver grey coloured conservation pavement is proposed

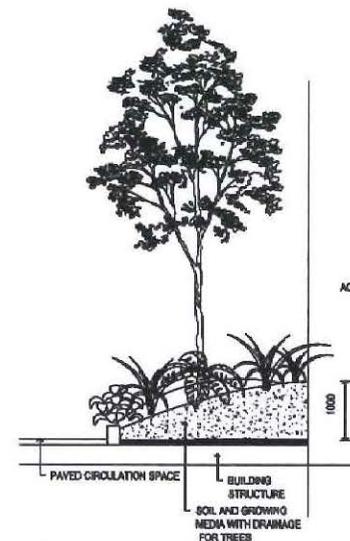
with a standard unit size (nominally 600 x 450) with variation where appropriate. Kerbs will be granite in accordance with the kerb clauses in the LBN Highways guide (Pg 44) where

"New granite kerbs or reconstituted stone 'conservation' type kerbs, in place of standard concrete kerbs shall be considered, particularly for large scale streetscape improvement projects and in areas of historic townscape character or designated Conservation Areas."

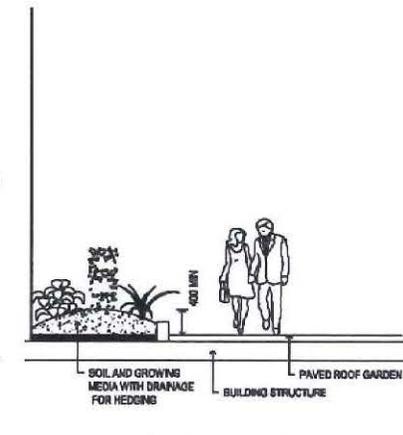
These materials are proposed for the Duncan House public realm pavement.



Conservation Paving precedent



Cross Section 7 - Roof Top Garden Edge Detail



Cross Section 8 - Roof Top Garden Edge Detail

Planting

Ground level - Soft Landscape

The planting palette for the ground level landscape is composed of a range of species in order to provide a distinctive and easy to maintain landscape. The planting in the raised planter facing Stratford High Street adjacent to the Builders Arms will be low growing to ensure that lines of visual penetration are maintained for security and passive surveillance. Species proposed is *Liriope muscari* - Liriope

Ground Level - Tree Planting

Advanced trees will be planted in several arrangements to provide a memorable and easy to navigate public space.

On Ward road a single row of Armstrong maples will be planted to provide a modulated and softened streetscape. The tree closest to the corner of Jupp Road will be in the adopted footway while the others will be planted in the private landholding.

The corner of Lett Road and Stratford High Street will be marked by three Armstrong Maples - an upright tree with striking colour and seasonal variation. Behind the maples will be a

pair of larger trees, one Katsura Tree (*Cercidiphyllum japonicum*) and one Pawlonia (*Pawlonia tormentosa*) to match that opposite near the Builders Arms.

Further west along Lett Road the existing Norway Maple is retained and this is planted on either side with a pair of *Amelanchier lamarkii* Snowy mespilus framing the existing tree and giving it visual prominence.

Toward the intersection with Jupp Road there are a further two Armstrong maples and a pair of Tulip Trees (*Liriodendron tulipifera*) and another Katsura Tree. This arrangement will provide seasonal variation in canopy colour, flowering and leaf fall - while providing substantial shade in summer.

These trees are all planted within the private land holding and will be planted in a cellular root zone protection system where the pavement above can be loaded and to root zone to remain uncompacted. These root cell systems provide aeration, gaseous exchange and water penetration to the root systems resulting in enhanced canopy development and more resilient and robust plantings. In addition the trees will have appropriate installation of root barriers to prevent disruption of

services over time by root growth.

On the northern side of Lett road in the adopted foot-way a line of Armstrong Maples will be planted. These columnar trees will maintain streetscape consistency and provide a valuable tree canopy while minimising impact on the adjacent carriageway.

The existing Pawlonia at the corner of Lett Road and Stratford High Street is retained and protected with the root zone being improved with increased soft landscape to the root zone and a



Existing Maple to be pruned and retained

reconstructed low concrete planter wall.

MATERIAL PALETTE -COURTYARDS AND ROOF GARDENS

[The internal and rooftop spaces perform a very different function to the external spaces and are managed within the private building management. Each space has a specific purpose and a specific target audience and the design has been tailored in each space to meet the needs of the specified audience.

Internal Level One Courtyard – Academic Space

The design of the courtyard is required to provide light for the academic demise and amenity for the academic users.

The design is simple and elegant and delivers a space that can be adapted to multiple uses and that is easy to maintain. The main feature of the courtyard is an inclined lawn with a set of 3 *Pyrus Chanticleer* (Ornamental Pears) at the high point. The south and west edges of the courtyard feature shade tolerant *Oxydendrum arboreum* (Sorrel Trees) in constructed raised planters. Planters are required to provide root volume as the courtyard is located above the car park. The surface of the planters will be covered with

shade tolerant plantings such as -
 Broad buckler fern -*Dryopteris dilatata*
 Hosta -*Hosta crispula*

Pachysandra - *Pachysandra terminalis*

The planting palette for the Level One courtyard has been selected to provide a lush and primarily green fill to the planters. The varying light levels during the year demand a planting selection that can accommodate lower light levels. Specifics of the proposed species are shown on the relevant supporting drawings.

Seats and Benches in the courtyard will be managed from the Cafe operator internally and will not be fixed.

Level Five - Roof Garden

The Level Five Roof garden provides amenity and an outdoor area for residents of the student accommodation in the front door clusters facing Jupp Road. The materials for this area can be of a different nature to that of the publicly accessible zones at the base of the building.

The pavement for movement and access in the roof garden is of pre-cast modular block with a variety of colours and tones. The individual units are to

be laid in bands and stretches to mimic larger format planks.

Areas identified for casual seating and gathering are to be raised timber decking approximately 200 - 300 mm above the surrounding pavement with ramped access. The elevating of the seating areas provides a subtle but significant separation between the areas set aside for communal activity and the pavements intended for access and movement around the garden.

The timber deck will be a proprietary composite wood product with a matching frame.

Ground planting will be a variety of species that enhance the areas local ecological benefit and are able to thrive in the climatic conditions. Full sun and part shade of the roof top location allow a wide range of species to be selected

Tree planting will be contained to raised planters with the structural condition below the roof garden designed to accommodate the loading in specific locations. Trees will be *Amelanchier lamarkii* *Snowy Mespilus*.

A privet hedge is provided against the parapet overlooking the courtyard to prevent viewing from the roof garden into the central courtyard.



Walled Planter precedent



Planting Precedents for roof gardens



Wildflower Roof



Pachysandra terminalis



Hosta



Liriope muscari

The indicative planting list is provided in the detailed drawings.

Level Five – Wildflower Green Roof

The green roof atop the academic area of the site is installed to provide water management, biodiversity improvements and a soft landscape element with seasonal interest when viewed from the proposed Duncan House tower and from the other surrounding tall buildings. The intention is to provide a wild flower roof that will flower over summer – providing seasonal interest and be cut in Autumn to allow seasonal regeneration. The wild flower product will be provided as a rolled up turf product and installed on a pre-prepared substrate having instant effect.

The species contained with the proprietary wild flower mix are carefully selected by the manufacturer to provide maximum ecological benefit. The product used will be provided by WildFlower Turf PLC (or similar) and will be similar to that recently used extensively in the Queen Elizabeth Olympic Park .Refer initial Landscape and Public Realm Report for details and species list.

Level Six - Roof Garden

The Level Six Roof garden provides amenity and an outdoor area for residents of the Flats facing Ward Road. The materials for this area can be of a different nature to that of the publicly accessible zones at the base of the building.

The pavement for movement and access in the roof garden is of pre-cast modular block with a variety of colours and tones. The individual units are to be laid in bands and stretches to mimic larger format planks.

Areas identified for casual seating and gathering are of the same pavement and this creates a single hard landscape effect across the smaller roof garden space.

In addition to planting and pavement this roof garden contains a small play focussed space where families with smaller children can relax. The installation of play facilities and/or a playable landscape will be achieved through the use of selected play sculptures, small scape play equipment and ground plane treatment.

Planting will be a variety of species that enhance the areas local ecological benefit and are able to thrive in the



Amelanchier lamarkii (multi stem) - Snowy Mespilus



Species rich wild flower planting - from Queen Elizabeth Olympic Park



Dryopteris felix-mas - Male fern



Hosta - *Hosta crispula*



Pachysandra - *Pachysandra terminalis*

Figure 8. Site setting and immediate surrounding context

climatic conditions. Full sun and part shade of the roof top location allow a wide range of species to be selected.

A privet hedge (*Ligustrum ovalifolium*) is provided between the roof garden and the adjacent flat to provide separation between the private inhabited space and the roof garden. The indicative planting list is provided in the detailed drawings.

Tree planting will be contained to raised planters with the structural condition below the roof garden designed to accommodate the loading in specific locations. Trees will be *Amelanchier lamarkii* Snowy Mespilus.

Level 9 – Wildflower Green Roof

The Green roof atop the academic area of the site is installed to provide water management, biodiversity improvements and a soft landscape element with seasonal interest when viewed from the proposed Duncan House tower and from the other surrounding tall buildings. The intention is to provide a wild flower roof that will flower over summer – providing seasonal interest and be cut in Autumn to allow seasonal regeneration. The wild flower product will be provided as a rolled up turf product and installed on

a pre-prepared substrate having instant effect.

The species contained with the proprietary wild flower mix are carefully selected by the manufacturer to provide maximum ecological benefit. The product used will be provided by WildFlower Turf PLC (or similar) and will be similar to that recently used extensively in the Queen Elizabeth Olympic Park. Refer to the appendix of the initial Landscape and Public Realm report for details.



Proposed tree - *Amelanchier* (Snowy Mespilus)



Autumn colour for *Acer rubrum* Armstrong



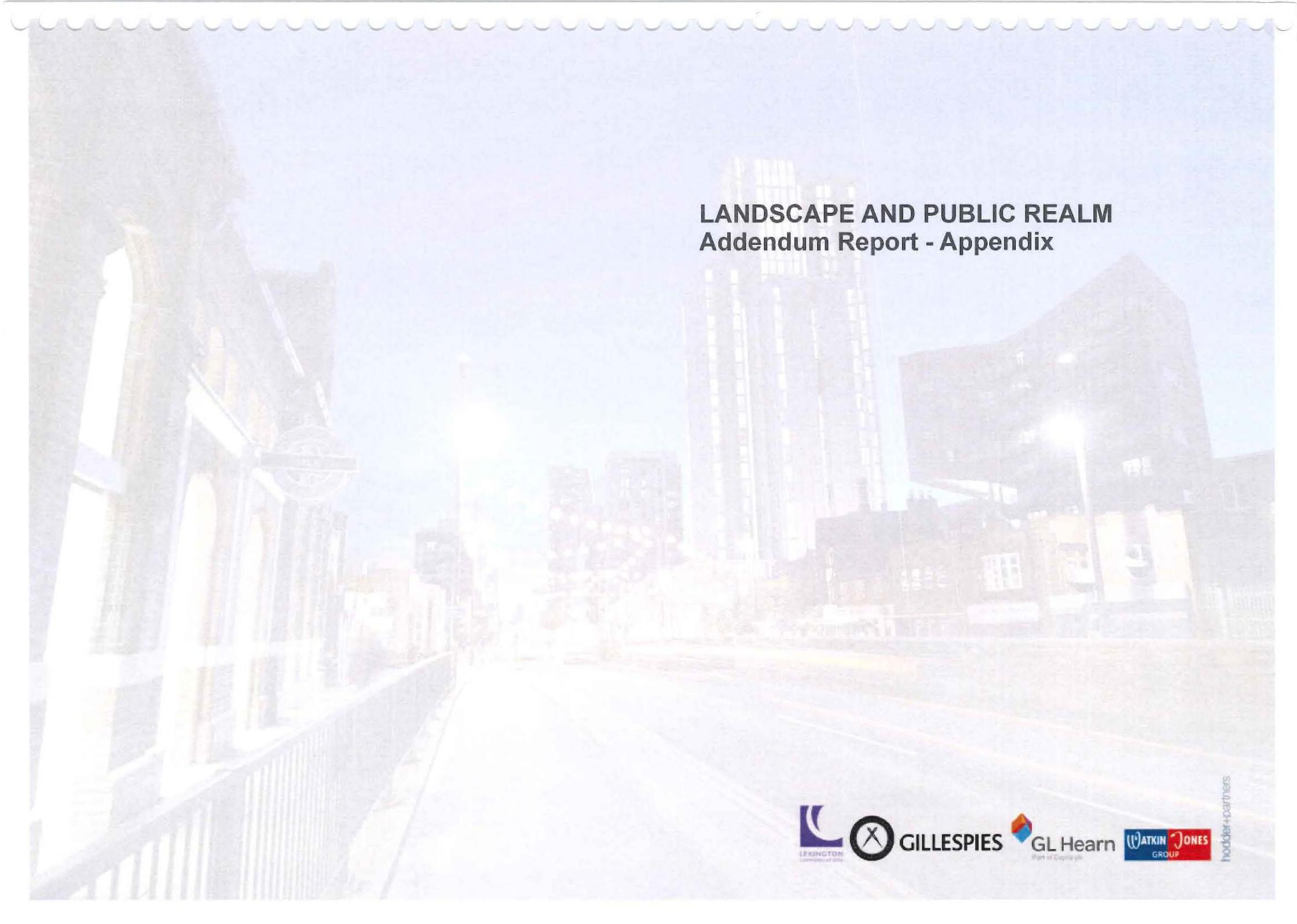
Pawlonia tormentosa in flower



Katsura Tree in summer



Autumn colour for *Acer rubrum* Armstrong



LANDSCAPE AND PUBLIC REALM Addendum Report - Appendix



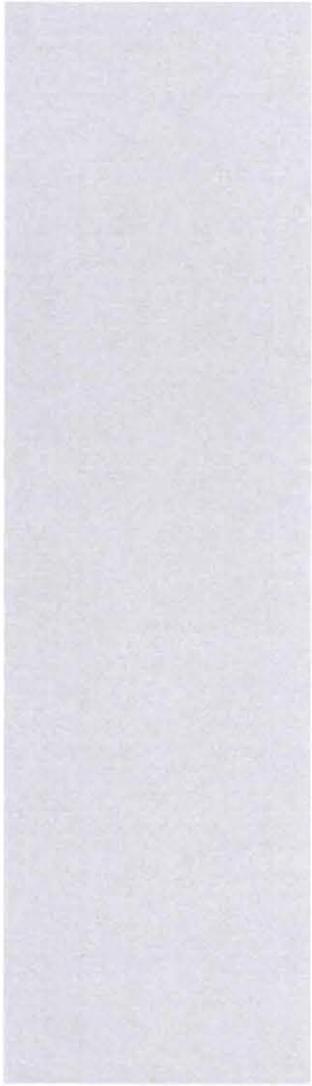
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GROUP

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Assessing child occupancy and play space requirements

Size of your development:

Number of FLATS

	Studio	1 bed	2 bed	3 bed	4 bed	5 bed	Total
Social rented/affordable	0	4	6	1	0	0	11
Intermediate	0	3	1		0	0	4
Market	0	8	13	8	0	0	29
Total	0	15	23	6	0	0	44

Number of HOUSES

	1 bed	2 bed	3 bed	4 bed	5 bed	Total
Social rented/affordable		0				0
Intermediate	0	0				0
Market	0	0				0
Total	0	0				0

Proportion of children

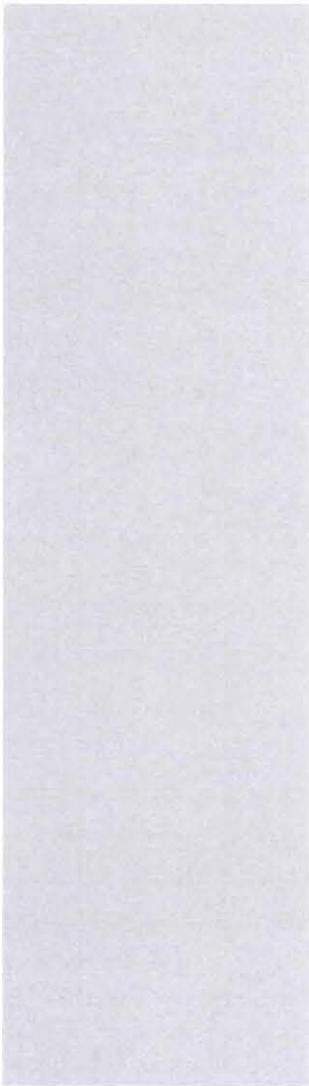
	Number of children	%
Under 5	8	59%
5 to 11	4	27%
12+	2	14%
Total	13	100%

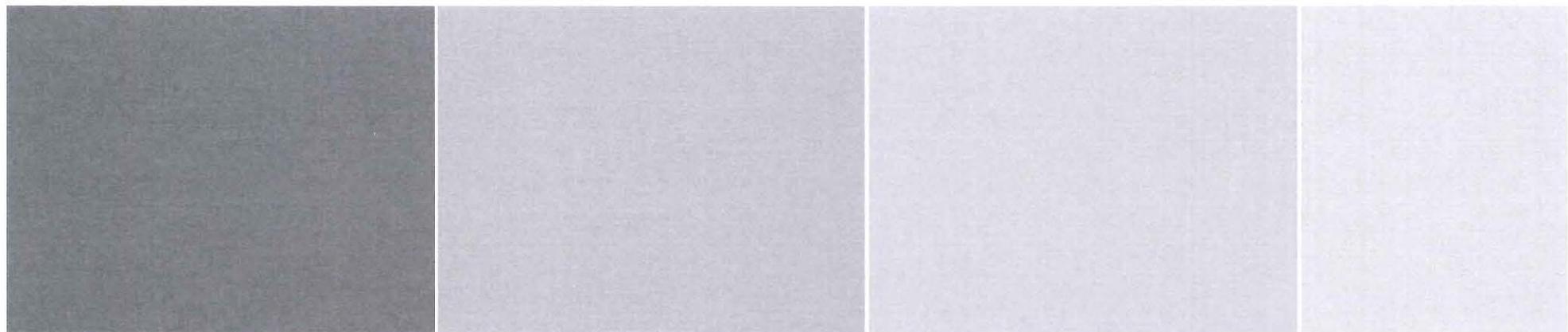
Play space requirements

GLA benchmark (sqm)*	Alternative local benchmark (sqm)**	Total (sqm play space) required
10		129.6
	5	64.8

* GLA benchmark standard=minimum of 10sqm of dedicated play space per child

** Borough's local benchmark





Gillespies LLP

Minton Chambers
12 Heatons Court
Leeds
LS1 4LJ

www.gillespies.co.uk

T : 01132 470 770

GILLESPIES

LANDSCAPE AND PUBLIC REALM - APPENDICES

Duncan House Stratford~

26/11/2015

Prepared by - Gillespies LLP

Duncan House

Stratford

London

E15 2JB

Client: Watkin Jones Group

APPENDIX 1 - POLICY AND PLANNING COMPLIANCE TABLES

THE LONDON PLAN

The London Plan - Policy 2.4 The 2012 Games and Their Legacy

Policy Heading	Policy Content	Design and Development - Public Realm Response
Strategic	A -The Mayor will work with and through the London Legacy Development Corporation to "promote and deliver physical, social, economic and environmental regeneration of the Olympic Park and its surrounding area, in particular by maximising the legacy of the 2012 Olympic and Paralympic Games, by securing high quality sustainable development and investment, ensuring the long term success of the facilities and assets within its direct control and supporting and promoting the aim of convergence" and will seek to close the deprivation gap between the Olympic host boroughs (see Glossary) and the rest of London. This will be London's single most important regeneration project for the next 25 years. It will sustain existing stable communities and promote local economic investment to create job opportunities (especially for young people), driven by community engagement	The Duncan House development and the public realm and landscape surrounding the development will deliver on the necessary and identified policies and guidance to ensure this Strategic aim is met for the precinct.
Strategic and LDF preparation	B - The Mayor's planning priorities for the Queen Elizabeth Olympic Park and its surrounding areas were set out in his Olympic Legacy Strategic Planning Guidance. This work is now being taken forward through a DPD prepared by the London Legacy Development Corporation (LLDC) which should reflect and develop the objectives and ambition set out in the London Plan and OLSPG, in particular the need for a planned approach to regeneration and change; to embed exemplary design and environmental quality including attention to the response to climate change and provision of exemplary energy, water conservation and waste management; and to help meet existing and new housing needs – particularly for families. It should plan for Stratford's development as a Metropolitan Centre, strategic transport hub and strategic location for growth in office, retail, academic and leisure uses. It should also consider social, community and cultural infrastructure requirements, set out how the areas around the Queen Elizabeth Olympic Park can benefit from, be accessible from and be fully integrated with the retained venues and legacy proposals and ensure that new development within and surrounding the Queen Elizabeth Olympic Park will facilitate accessible and affordable sport and recreation and maximise opportunities for all to increase physical activity and reduce health inequalities.	The Duncan House development and the public realm and landscape surrounding the development will deliver on the necessary and identified policies in the SPG's and 2015 LLDC Local Plan – refer to subsequent detail in this report for details.

Policy Heading	Policy Content	Design and Development - Public Realm Response
LDF preparation and planning decisions	<p>C Through the LLDC and more widely, the Mayor will and boroughs should:</p> <p>A - reflect and give full planning weight to the LLDC's DPD when preparing their own DPDs. In conjunction with the London Plan, the LLDC's DPD will provide the local development plan for the area for development management purposes</p> <p>B - ensure that development contributes towards achieving the delivery of new homes, business space, physical and social infrastructure identified within the DPD</p> <p>C - ensure that new development contributes to the delivery of new strategic and local transport infrastructure and local connections (particularly walking and cycling) within, to and from the Legacy Corporation area</p> <p>D - ensure that development proposals in its area embody the highest achievable environmental standards and enhance open space provision and the waterways in the area for the full range of benefits they bring</p> <p>E - promote the Queen Elizabeth Olympic Park, its venues and surrounding attractors as international visitor destinations for sport, recreation and tourism</p> <p>F - support the provision and creation of a range of workspaces suitable for new and existing enterprises of all kinds, including developing its potential as a cultural quarter, extending London's offer as an international centre of academic excellence and developing a high quality media and creative industry cluster at Hackney Wick that will provide premises and opportunities for local and global businesses, underpinned by strong technological infrastructure</p> <p>G -support the on-going, accessible use of the new permanent facilities and venues within the Queen Elizabeth Olympic Park to meet London's elite and recreational sports needs.</p>	The Duncan House development and the public realm and landscape surrounding the development will deliver on the necessary and identified policies in the SPG's and 2015 LLDC Local Plan – refer to subsequent detail in this report for details.
	D Planning decisions should reflect the priorities set out above.	

The London Plan - Policy 3.5 Quality and Design of Housing Developments

Policy Heading		
Strategic	A - Housing developments should be of the highest quality internally, externally and in relation to their context and to the wider environment, taking account of strategic policies in this Plan to protect and enhance London's residential environment and attractiveness as a place to live. Boroughs may in their LDFs introduce a presumption against development on back gardens or other private residential gardens where this can be locally justified.	The Duncan House development and specifically the housing component of the proposal - in combination with the public realm and landscape surrounding the development will deliver on the necessary and identified policies in the SPG's and 2015 LLDC Local Plan – refer to subsequent detail in this report for details.
Planning decisions and LDF preparation	B - The design of all new housing developments should enhance the quality of local places, taking into account physical context; local character; density; tenure and land use mix; and relationships with, and provision of, public, communal and open spaces, taking particular account of the needs of children and older people	The Duncan House development and specifically the housing component of the proposal - in combination with the public realm and landscape being provided as part of the development as well as the communal garden spaces within the development will deliver on the necessary and identified policies in the SPG's and 2015 LLDC Local Plan – refer to subsequent detail in this report for details.

The London Plan - Policy 3.6 Children and young peoples' play and informal recreation facilities

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	A - The Mayor and appropriate organisations should ensure that all children and young people have safe access to good quality, well-designed, secure and stimulating play and informal recreation provision, incorporating trees and greenery wherever possible.	The Duncan House development and specifically the housing component of the proposal - in combination with the public realm and landscape being provided as part of the development have addressed the necessary elements of play and informal recreation as outlined in the relevant SPG – refer subsequent details in this report.
Planning decisions	B - Development proposals that include housing should make provision for play and informal recreation, based on the expected child population generated by the scheme and an assessment of future needs. The Mayor's Supplementary Planning Guidance Providing for Children and Young People's Play and Informal Recreation sets out guidance to assist in this process.	The Duncan House development and specifically the housing component of the proposal - in combination with the public realm and landscape being provided as part of the development have addressed the necessary elements of play and informal recreation as outlined in the relevant SPG – refer subsequent details in this report.

The London Plan - Policy 5.10 Urban Greening

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	<p>A - The Mayor will promote and support urban greening, such as new planting in the public realm (including streets, squares and plazas) and multifunctional green infrastructure, to contribute to the adaptation to, and reduction of, the effects of climate change.</p> <p>B - The Mayor seeks to increase the amount of surface area greened in the Central Activities Zone by at least five per cent by 2030, and a further five per cent by 20501.</p>	<p>The Duncan House development and the landscape being provided significantly increase the amount of green space and soft landscape on the site. Details of the percentages in green space are provided within this report.</p>
Planning decisions	<p>C - Development proposals should integrate green infrastructure from the beginning of the design process to contribute to urban greening, including the public realm. Elements that can contribute to this include tree planting, green roofs and walls, and soft landscaping. Major development proposals within the Central Activities Zone should demonstrate how green infrastructure has been incorporated.</p>	<p>The Duncan House development and the landscape being provided, significantly increases the amount of green space and soft landscape on the site. Roof Gardens, a wild-flower green roof and ground level landscape are being provided.</p> <p>Existing 680m2 soft landscape on site compared to 1592m2 in the new proposal.</p>

The London Plan - Policy 5.11 Green roofs and Development Site Environs

Policy Heading	Policy Content	Design and Development -Public Realm Response
Planning decisions	<p>A - Major development proposals should be designed to include roof, wall and site planting, especially green roofs and walls where feasible, to deliver as many of the following objectives as possible:</p>	<p>The Duncan House development and the landscape being provided includes green space and soft landscape on the site as 2 x roof gardens and two significant scale wild-flower roofs to meet the requirements of this policy.</p>

The London Plan - Policy 6.7 Better Streets and Surface Transport

Policy Heading	Policy Content	Design and Development -Public Realm Response
LDF preparation	<p>B - DPDs should promote bus, bus transit and tram networks, including:</p> <ul style="list-style-type: none"> a - allocating road space and providing high level of priority on existing or proposed routes b - ensuring good access to and within areas served by networks, now and in future c - ensuring direct, secure, accessible and pleasant walking routes to stops d - implementing TfL's Accessible Bus Stop Design Guidance e - ensuring standing, garaging and drivers' facilities are provided where needed 	<p>The improvements to the Lett Rd area and the Lett Rd/Jupp Rd intersection seek to implement the improvement of the nominated key local connection between the DLR, Stratford High Street and the Queen Elizabeth Olympic Park.</p>

The London Plan - Policy 6.9 Cycling

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	<p>A - The Mayor will work with all relevant partners to bring about a significant increase in cycling in London, so that it accounts for at least 5 per cent of modal share by 2026. He will:</p> <ul style="list-style-type: none"> a - identify, promote and implement a network of cycle routes across London which will include Cycle Superhighways and Quietways b - continue to operate and improve the cycle hire scheme c - fund the transformation of up to four outer London borough town centres into cycle friendly 'mini- Hollands'. 	<p>The Duncan House development and the public realm being provided seeks to encourage cycling as a major transport component for the residents. Substantial cycling parking facilities are provided both internally and externally for the development and the improvements to the traffic and intersection treatments will reduce vehicle speeds encouraging cycling in the vicinity of the development.</p>
Planning decisions	<p>B - Developments should:</p> <ul style="list-style-type: none"> a - provide secure, integrated, convenient and accessible cycle parking facilities in line with the minimum standards set out in Table 6.3 and the guidance set out in the London Cycle Design Standards (or subsequent revisions) b - provide on-site changing facilities and showers for cyclists c - contribute positively to an integrated cycling network for London by providing infrastructure that is safe, comfortable, attractive, coherent, direct and adaptable and in line with the guidance set out in the London Cycle Design Standards (or subsequent revisions) d - provide links to existing and planned cycle infrastructure projects including Cycle Superhighways, Quietways, the Central London Grid and the 'mini-Hollands' e - facilitate the Mayor's cycle hire scheme through provision of land and/or planning obligations where relevant, to ensure the provision of sufficient capacity. 	<p>The Duncan House development and the public realm being provided seeks to encourage cycling as a major transport component for the residents. Substantial cycling parking facilities are provided both internally and externally for the development and the improvements to the traffic and intersection treatments will reduce vehicle speeds encouraging cycling in the vicinity of the development. The site is directly adjacent to the Stratford High Street Cycling Super Highway allowing for easy access to London's cycling network</p>

The London Plan - Policy 6.10 Walking

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	A - The Mayor will work with all relevant partners to bring about a significant increase in walking in London, by emphasising the quality of the pedestrian and street environment, including the use of shared space principles – promoting simplified streetscape, de-cluttering and access for all.	The Duncan House development and the public realm being provided provides a significant improvement on the walking and pedestrian infrastructure of the precinct. The proposal and negotiations for public realm improvements have been undertaken with Newham Highways to convert Lett Rd to one way – narrowing with carriageway thereby providing a more generous pedestrian zone. The proposal includes the implementation of improved crossing points at the Jupp Rd/Lett Rd intersection thereby assisting in the implementation of the nominated Key Pedestrian Route in the LLDC Local Plan and the OLSPG.
Planning decisions	B - Development proposals should ensure high quality pedestrian environments and emphasise the quality of the pedestrian and street space.	See above
LDF preparation	<p>C - DPDs should:</p> <ul style="list-style-type: none"> a) identify, promote and complete the relevant sections of the strategic walking routes shown on Map 6.3, as well as borough routes b) identify and implement accessible, safe and convenient direct routes to town centres, transport nodes and other key uses c) promote the 'Legible London' initiative to improve pedestrian wayfinding d) provide for the undertaking of audits to ensure that the existing pedestrian infrastructure is suitable for its proposed use e) encourage a higher quality pedestrian and street environment, including the use of shared space principles such as simplified streetscape, de-cluttering, and access for all. 	See above

The London Plan - Policy 6.13 Parking

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	A The Mayor wishes to see an appropriate balance being struck between promoting new development and preventing excessive car parking provision that can undermine cycling, walking and public transport use.	Car parking and cycle parking is provided internally- refer to ADL Traffic Report. Short term cycle parking is provided in the building curtilage on private land but is publicly accessible 24/7 and is well over looked for security and passive surveillance.

The London Plan - Policy 7.2 An inclusive environment

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	<p>A - The Mayor will require all new development in London to achieve the highest standards of accessible and inclusive design and supports the principles of inclusive design which seek to ensure that developments:</p> <ul style="list-style-type: none"> a - can be used safely, easily and with dignity by all regardless of disability, age, gender, ethnicity or economic circumstances b - are convenient and welcoming with no disabling barriers, so everyone can use them independently without undue effort, separation or special treatment c - are flexible and responsive taking account of what different people say they need and want, so people can use them in different ways d - are realistic, offering more than one solution to help balance everyone's needs, recognising that one solution may not work for all. <p>B - The Mayor will assist boroughs and other agencies in implementing accessible and inclusive design in all development proposals by updating the advice and guidance in the Supplementary Planning Guidance 'Accessible London: Achieving an inclusive environment'; by continuing to contribute to the development of national technical access standards and by supporting training and professional development programmes.</p>	<p>The Duncan House development and the public realm being provided is to be implemented with step free access throughout, with gradients being generally gentle and within the parameters of British Standard 8300 2010 – Design of Buildings and their approaches to meet the needs of disabled people. Areas of kerb edging with visual contrast, clear 'car free' pedestrian areas and road crossings that are defined within the design all deliver on these policy documents.</p>
	C - Design and access statements submitted with development proposals should explain how, following engagement, the principles of inclusive design, including the specific needs of older and disabled people, have been integrated into the proposal, whether relevant best practice standards such as British Standard BS 8300:2009 + A1:2010 have been complied with, and how inclusion will be maintained and managed.	Refer to the Design and Access Statement.

The London Plan - Policy 7.3 Designing Out Crime

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	<p>A - Boroughs and others should seek to create safe, secure and appropriately accessible environments where crime and disorder, and the fear of crime do not undermine quality of life or community cohesion.</p>	<p>The design of the public realm for Duncan House delivers a series of clear and open spaces that are legible and easy to pass through. The spaces are well lit and are surrounded by occupied and active frontages – providing for significant passive surveillance and occupation at a variety of times during the day and night. There is negligible opportunity for patrons or visitors to be hidden from public view and undertake anti-social activity. The activity and frontages of the building façade add to street front activation and enhance the perception of safety.</p>
Planning decisions	<p>B - Development should reduce the opportunities for criminal behaviour and contribute to a sense of security without being overbearing or intimidating. In particular:</p> <p>a - routes and spaces should be legible and well maintained, providing for convenient movement without compromising security</p> <p>b - there should be a clear indication of whether a space is private, semi-public or public, with natural surveillance of publicly accessible spaces from buildings at their lower floors</p> <p>c- design should encourage a level of human activity that is appropriate to the location, incorporating a mix of uses where appropriate, to maximize activity throughout the day and night, creating a reduced risk of crime and a sense of safety at all times</p> <p>d- places should be designed to promote an appropriate sense of ownership over communal spaces</p> <p>e- places, buildings and structures should incorporate appropriately designed security features</p> <p>f- schemes should be designed to minimise on-going management and future maintenance costs of the particular safety and security measures proposed</p> <p>The above measures should be incorporated at the design stage to ensure that overall design quality is not compromised.</p>	As above

The London Plan - Policy 7.4 Local Character

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	<p>A - Development should have regard to the form, function, and structure of an area, place or street and the scale, mass and orientation of surrounding buildings. It should improve an area's visual or physical connection with natural features. In areas of poor or ill-defined character, development should build on the positive elements that can contribute to establishing an enhanced character for the future function of the area</p>	<p>This element relates to the architectural form and the public realm design which addresses issues of character, distinctiveness and connections across the precinct. The distinctive design features in the publicly accessible private land and the intended development of Lett Rd create a space on Stratford High Street that is unique and distinctive but also comfortable and safe. The improvements to the crossings and footpaths surrounding the development improves local connections. Refer to the subsequent sections of this report for details.</p>
Planning decisions	<p>B - Buildings, streets and open spaces should provide a high quality design response that:</p> <ul style="list-style-type: none"> a - has regard to the pattern and grain of the existing spaces and streets in orientation, scale, proportion and mass b - contributes to a positive relationship between the urban structure and natural landscape features, including the underlying land-form and topography of an area c - is human in scale, ensuring buildings create a positive relationship with street level activity and people feel comfortable with their surroundings d - allows existing buildings and structures that make a positive contribution to the character of a place to influence the future character of the area e - is informed by the surrounding historic environment. 	<p>The public realm design seeks to improve the experience of the local streets by providing a series of spaces and routes that are human in scale, rich in texture and variety, and that reflect and represent the underlying topography and cultural identity of Stratford. The design will create a comfortable series of memorable spaces for the public to inhabit and move through, while providing residents with an amenity that is not available elsewhere on Stratford High Street. Refer to the subsequent sections of this report for details.</p>

The London Plan - Policy 7.5 Public Realm

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	A - London's public spaces should be secure, accessible, inclusive, connected, easy to understand and maintain, relate to local context, and incorporate the highest quality design, landscaping, planting, street furniture and surfaces.	Duncan House public realm provides a space and a function for the building setting and surrounding streets that improve the local amenity, provides improved connections to the local streets and to local facilities, are clearly legible, use quality fittings and fixtures and introduce significant soft landscape element into a highly urbanised streetscape. Refer to the Design Proposal and Design Strategy for details.
Planning decisions	<p>B - Development should make the public realm comprehensible at a human scale, using gateways, focal points and landmarks as appropriate to help people find their way. Landscape treatment, street furniture and infrastructure should be of the highest quality, have a clear purpose, maintain uncluttered spaces and should contribute to the easy movement of people through the space. Opportunities for the integration of high quality public art should be considered, and opportunities for greening (such as through planting of trees and other soft landscaping wherever possible) should be maximised. Treatment of the public realm should be informed by the heritage values of the place, where appropriate.</p> <p>C - Development should incorporate local social infrastructure such as public toilets, drinking water fountains and seating, where appropriate. Development should also reinforce the connection between public spaces and existing local features such as the Blue Ribbon Network and parks and others that may be of heritage significance.</p>	<p>The public realm proposal provides distinctive design patterns and forms. The scheme provides a significant public space of high quality that will complement the landmark building. The inter-reliance between the landmark building and the landmark public realm are important to recognise – as one component compliments the other to create a focal point space along Stratford High Street and a key urban space on the nominated key connection to the Olympic Park. The design of the public space provides significant improvement to the amenity of Stratford High Street with an uncluttered public realm with no barriers between the public and private domains. Refer to the Design Proposal and Design Strategy for details.</p>

The London Plan - Policy 7.21 Trees and Woodlands

Policy Heading	Policy Content	Design and Development -Public Realm Response
Strategic	A - Trees and woodlands should be protected, maintained, and enhanced, following the guidance of the London Tree and Woodland Framework (or any successor strategy). In collaboration with the Forestry Commission the Mayor has produced supplementary Map 7.4 recommended RIGs in London guidance on Tree Strategies to guide each borough's production of a Tree Strategy covering the audit, protection, planting and management of trees and woodland. This should be linked to a green infrastructure strategy.	The retention of the moderate to poor quality extant trees at the Duncan House site is not seen as either efficient or desirable in terms of maximising the value of the new public realm and the contribution the new design provides to place making and legibility of the surrounding context.
Planning decisions	B - Existing trees of value should be retained and any loss as the result of development should be replaced following the principle of 'right place, right tree' ¹ . Wherever appropriate, the planting of additional trees should be included in new developments, particularly large-canopied species.	The replacement of trees in the Duncan House site is being undertaken at a greater than "1 to 1" ratio – with the 22 extant trees being replaced by 34 new trees on the private land holding. The new trees and the selection of species follows the stated principle of 'right place, right tree'.

It is noted that nowhere in the London Plan is there expressed that there is a requirement for trees to be replaced on a quantitative basis (i.e. 1 tree removed requires 1 new tree replaced) nor does it require a calculation for horizontal canopy spread to be replaced on a 'like for like' basis.

The London Plan makes specific reference to the London Tree and Woodland Framework and specifically references the 'right tree – right place' principle.

The London Plan Policy 7.21 makes specific reference to future value of trees on development sites – "In terms of tree planting on development sites, cost benefit analysis that recognises future tree value should be used to support the case for designing developments to accommodate trees that develop larger canopies." indicating that loss of trees to facilitate development is considered appropriate in certain circumstances.

SUPPLEMENTARY PLANNING GUIDANCE (SPG)

The following section of the report identifies the Supplementary Planning Guidance (SPG) documents that are relevant and applicable to the public realm and landscape provision of the Duncan House development proposal. The SPG's provide further detail on particular policies in the London Plan.

The Supplementary Planning Guidance (SPG) documents that have been considered for the development of the public realm and private landscape areas at Duncan House are

- Character and Context SPG
- Play and Informal Recreation SPG
- Accessible London SPG
- Housing SPG, and
- Olympic Legacy SPG

Relevant extracts from each of these documents, along with measures to address the issues and demonstrate compliance are provided in the following section of this report.



Character and Context SPG

The design of the public realm and the interior spaces have been developed with issues of Context and Character as a major consideration. The following SPG Points of Implementation are considered relevant to the development proposal.

The character and context of any development proposal is fundamental to the manner in which it is designed and delivered – and subsequently forms part of the future urban fabric. The Duncan House proposal has been assessed at a range of scales including from a Townscape Scale (refer to the bodies of work by Stephen Levrant Heritage Architecture) and at a site scale – See bodies of work from Hodder and Partners).

In terms of the public realm and landscape development for the site – the character and context have been considered on both a district and local scale. Refer to the previous sections of this report for discussions of the existing setting and context and the subsequent sections for the manner in which the design proposal addresses issues of setting and context.

Extract from Character and Context SPG - Table 4.1

Site level studies (including for Design and Access Statements)

TYPE OF Study	Parameters	Possible Study area
Site level studies (including for Design and Access Statements)	An understanding of the wider context is critical. Parameters will relate to the type and scale of the change proposed in relation to its context, and the sensitivity and value of the baseline environment.	Study boundaries should be wider than the site boundary and may be defined by a break in a building typology or density, or by visual barriers.

Play and Informal Recreation SPG

The design of the public realm and the interior spaces have been developed with issues of Play and Informal Recreation as a major consideration. The following SPG Points of Implementation are considered relevant to the development proposal.

5.10 There should be a clear requirement for all new residential developments generating more than 10 children (as determined by the application of child occupancy assessments) to provide suitable play space as part of the development scheme. Developments with an estimated child occupancy of less than 10 children should be required to make an appropriate financial contribution to play provision within the vicinity of the development (Chapter 4B). The development is expected to house 4 children – with the calculation based on the GLA SPG Play Space Requirements calculator shown following pages. As the Development is below the 10 Child threshold the development does not require a dedicated play space however a play-able landscape has been provided for small children.

SPG Implementation Points	Design and Development -Public Realm Response
<p>IMPLEMENTATION POINT 1</p> <p>New housing developments that will house 10 children or more should make provision for play and informal recreation, based on the expected child population generated by the scheme and an assessment of future needs (see Chapter 4). Public spaces and the public realm in general should be designed and managed so as to offer real opportunities for recreation and socialising to a wide range of potential users.</p>	<p>The GLA calculation indicates that with the number of apartments and bedrooms proposed for the residential component of the scheme - there is likely to be less than 10 children. The residential component nevertheless contains a play-able landscape for the children resident in the scheme.</p>
<p>IMPLEMENTATION POINT 2</p> <p>Play space should be well-connected to well used pedestrian, cycling or bus routes. They should be accessible to all sections of the community (including disabled people and their parents or carers) and be located within easy reach by walking, cycling and public transport. New housing developments should make provision for play and informal recreation based on Table 4.4 on accessibility to play space. The use of roofs, terraces and indoor space can be an alternative to ground floor open space but issues about safety and supervision should be given careful consideration.</p>	<p>Not applicable - the Playable landscape is located on the roof garden communal space with easy level access via the lift for all residents.</p>
<p>IMPLEMENTATION POINT 3</p> <p>Play spaces and their urban environment should enable children and young people throughout their whole lives to be physically active, in travelling, in formal play and sport. The preparation of Opportunity Area Planning Frameworks or Area Action Plans can provide opportunities to increase physical activity and respond to play</p>	<p>Not applicable</p>
<p>IMPLEMENTATION POINT 4</p> <p>To ensure that all play spaces and routes to play space are accessible to, and usable by, disabled children and disabled parents, local authorities should be actively identifying and addressing the shortage of play provision for disabled children in their areas. New proposals should provide inclusive play space and equipment by meeting the highest standards of accessible and inclusive design.</p>	<p>Not applicable - the Playable landscape is located on the roof garden communal space with easy level access via the lift for all residents.</p>

SPG Implementation Points	Design and Development -Public Realm Response
<p>IMPLEMENTATION POINT 5</p> <p>Boroughs, developers and designers should identify the needs of children and their families, and those of other users of the space by engaging with them at the earliest opportunity (see Chapter 5, Engagement).</p>	<p>Not specifically applicable as the numbers of likely children resident to not require a specific play focussed engagement process. The Duncan House development proposal has however been consulted widely with the local community in both open forums and targeted meetings.</p>
<p>IMPLEMENTATION POINT 6</p> <p>Public and communal spaces should be designed so they are multifunctional and offer a range of leisure and recreation opportunities for users of all ages, as well as being playable. The proposed playable space typology in Table 4.6 addresses the potential for multifunctional spaces.</p>	<p>The communal spaces in the scheme both in the public realm and in the various private demises are designed with multi functional aspects and are formulated to accommodate children and to be 'play-able space'.</p>
<p>IMPLEMENTATION POINT 7</p> <p>Where possible, schools should make appropriate arrangements to open their building (playgrounds and sports facilities) to the community outside school hours and/ or share their facilities with other nearby schools.</p>	<p>Not applicable</p>
<p>IMPLEMENTATION POINT 8</p> <p>LDF play policies and play strategy should establish a shared vision that all children in London have good access to sites where they can experience nature as part of their everyday lives, and have engaging everyday nature experiences in such a site, beginning in their early years. Wherever possible, play spaces should incorporate trees and greenery.</p>	<p>Roof Gardens and the public realm contain significant soft landscape including trees and shrub plantings.</p>
<p>IMPLEMENTATION POINT 9</p> <p>Boroughs should promote a balanced approach to managing risk in play provision. The need for children to take risks should be clearly highlighted in play strategies and play strategy reviews and should set the framework for making judgements about play provision, risks and benefits for children</p>	<p>Not Applicable</p>
<p>IMPLEMENTATION POINT 10</p> <p>In all development proposals, appropriate arrangements for the long term management, retention, access to and maintenance of any play space and communal facilities should be secured. The creation and management of good play space will be dependent on the application of the design principles in table 4.8 when creating or improving existing space.</p>	<p>Long term management of the public realm and the roof top 'play-able spaces' will rest with the building management. Management regimes are outlined in this report.</p>

SPG Implementation Points	Design and Development -Public Realm Response
<p>IMPLEMENTATION POINT 11</p> <p>Standards should be adopted to reflect local circumstances, in the light of observations/ engagement on children's play needs, the socio-economic context of the area, health status and the priorities identified in the play strategy. Audits should assess areas where play is intended to be at least one of the main functions of the space (dedicated play spaces) as well as spaces that are genuinely playable but may be multifunctional and have other uses. Standards for play provision are in addition to other quantitative standards for open space provision applied in open space strategies, although opportunities for the multifunctional use of open space should be optimised. Needs for play space in large scale development should be progressed through Opportunity Area Planning Frameworks or Area Action Plans.</p>	<p>Given that this proposal does not reach the threshold for provision of a formal play space - this point is not directly applicable however it is intended that the Roof Top gardens will provide play space for younger children and the public realm for older more independent individuals. The proximity of the Queen Elizabeth Olympic Park and the high quality play facilities there, in addition to the other surrounding spaces provide additional opportunities.</p>
<p>IMPLEMENTATION POINT 12</p> <p>On-site and off-site provision should satisfy the accessibility standards in table 4.5. If it is demonstrated that additional provision cannot be made on-site, an equivalent contribution will be required to be made to existing provision or new off-site provision within the distance standards. Improvement to existing play facilities and any necessary access improvements may be an alternative to the creation of new on/offsite provision and accommodate the needs of both new and existing residents. Off-site provision may be a suitable option for small development. Larger development proposals/masterplans will be expected to make suitable onsite play provision (Policy 3.7). Strategic opportunities to provide for play spaces to serve more than one development particularly in areas of major new development and regeneration should be sought. The possibility of creating multifunctional spaces by integrating imaginatively amenity and play space into high density housing and mixed-use development should be explored. Initiatives to encourage the multiple use of on-site or nearby social infrastructure should be sought.</p>	<p>The number of children expected is less than 10 - so this is not directly applicable.</p>

SPG Implementation Points	Design and Development -Public Realm Response
<p data-bbox="405 363 660 384">IMPLEMENTATION POINT 13</p> <p data-bbox="405 416 1429 833">Play provision must be considered at an early stage in the preparation of development proposals and masterplans for all sites with a likely child yield of more than ten children. Where development is itself taking place on land that has previously been used by children for play, and results in a loss of play provision in an areas of defined needs for that type of provision, the development should be resisted or compensatory improvements on top of any need arising from the expected increase in child population should be made (Policy 3.16). It is recommended that boroughs and developers apply either a locally set standard or a minimum benchmark of 10m sq of dedicated play space per child to establish the quantitative requirements for play space provision arising from new developments if it responds to their local circumstances. A play space requirement calculator has been developed to help assess requirements for play space (see Calculator) if boroughs do not already have their own-locally agreed child yield methodology and benchmark standards. Provision for play space will need to be made in addition to private amenities for all children over the age of five to give them the opportunity to socialise with other children. It is recommended that development proposals identify routes to the proposed play areas to support planning applications and ensure play spaces are accessible to all. Typologies of play space should be developed by individual boroughs to reflect their local characteristics and provision.</p>	<p data-bbox="1429 363 2007 424">The number of children expected is less than 10 - so this is not directly applicable.</p>

Assessing child occupancy and play space requirements

Size of your development:

Number of FLATS

	Studio	1 bed	2 bed	3 bed	4 bed	5 bed	Total
Social rented/affordable	0	0	0	0	0	0	0
Intermediate	0	0	0	0	0	0	0
Market	0	15	23	6	0	0	44
Total	0	15	23	6	0	0	44

Number of HOUSES

	1 bed	2 bed	3 bed	4 bed	5 bed	Total
Social rented/affordable	0	0	0	0	0	0
Intermediate	0	0	0	0	0	0
Market	0	0	0	0	0	0
Total	0	0	0	0	0	0

Proportion of children

	Number of children	%
Under 5	3	60%
5 to 11	1	26%
12+	1	14%
Total	4	100%

Play space requirements

GLA benchmark (sqm)*	Alternative local benchmark (sqm)**	Total (sq m play space) required
10		44.8
	None Provided	

* GLA benchmark standard=minimum of 10sqm of dedicated play space per child

** Borough's local benchmark

Figure 14. Play and Informal Recreation SPG Play Space Requirements calculator

Accessible London SPG

The design of the public realm and the interior spaces have been developed with issues of accessibility and access as a central consideration. The following SPG Points of Implementation are considered relevant to the development proposal.

SPG Implementation Points	Design and Development -Public Realm Response
<p>SPG Implementation Point 5</p> <p>Design and access statements Design and Access statements submitted with a planning application should comprehensively identify the applicants approach to inclusive design, the key issues of the scheme, and the sources and advice and guidance used in relation to access and inclusive design.</p>	<p>Refer to Design and Access Statement by others</p>
<p>SPG Implementation Point 12</p> <p>Public Realm - Areas of public realm should incorporate the highest standards of accessible and inclusive design. Developers and local planning authorities should ensure that the latest design guidance on accessible and inclusive public realm should be applied if not exceeded. The requirements of disabled and older people should be carefully considered in the design of public realm schemes to ensure that the scheme benefits the community it serves by being safe, comfortable, legible and permeable</p>	<p>The design proposals for the public realm and for the internal landscape spaces are step free, and provide a clear, legible and easy to navigate series of spaces.</p>
<p>SPG Implementation Point 14</p> <p>Shared Space - The de-cluttering and simplification of the street environment are supported. However shared space scheme designs should always take into account the needs of disabled people, creating a vehicle free 'safe zone' and identifiable crossing zones for people to use should they wish. It is therefore important that the design process includes engaging with disabled people to achieve site specific solutions.</p>	<p>The use of Shared Space principles were seriously considered by the design team - however pre-application meetings with the LLDC and London Borough of Newham indicated that this was not a desired design approach. The road crossings on Lett Rd and Jupp Rd are defined with textural and colour based pavement treatments with crossings and kerbs lines being defined by colour change and a kerb where appropriate. Pedestrian ONLY spaces are provided and these areas are protected by planters, seats, bollards and architectural features.</p>
<p>Step free access should be provided to areas of amenity space and unnecessary changes in level should be avoided as these could form barriers for some people</p>	<p>The public realm, roof tops and courtyards are step free.</p>

SPG Implementation Points	Design and Development -Public Realm Response
<p>SPG Implementation Point 15</p> <p>Amenity space Developers and local planning authorities should ensure that amenity space associated with developments incorporates the standards of accessible and inclusive design. The design of these areas should be suitable for everyone regardless of disability, age or gender</p>	<p>The spatial allocation and provision of amenities in the public realm are open to all users with no barriers for people of differing abilities, age or gender.</p>
<p>SPG Implementation Point 16</p> <p>Inclusive Play - To ensure that all play spaces and routes to play spaces are accessible and inclusive, boroughs should be actively identifying and addressing the shortage of play/activity provision for disabled children and older Londoners in their areas. New proposals should provide inclusive play/amenity space and equipment by meeting the highest standards of accessible and inclusive design.</p>	<p>While the Play and Informal Recreation SPG indicates that a specific play space is not required – a play-able landscape has been incorporated into the roof top garden for the residential flats and the public realm has been designed to be step free and with gentle gradients making the development very accessible to all ages, genders and abilities.</p>
<p>SPG Implementation Point 22</p> <p>Walking Boroughs are encouraged to identify key pedestrian routes connecting major land uses, transport nodes and services and to assess whether these routes meet the principles of inclusive design through conducting access audits Boroughs should ensure that development proposals take into account the accessibility of surrounding walking routes in terms of inclusive design and seek to integrate improvements where appropriate</p>	<p>The OLSPG and the LLDC Local Plan identify the Lett Rd and Wilmer Lea Close route as a key connection between Stratford High Street and the Queen Elizabeth Olympic Park. The design proposal implements this policy with new surfaces, crossings and public realm improvements.</p>

Housing SPG

While the design and provision of the housing stock in this development proposal is not contained within this public realm and landscape report - the setting in which housing exists can have a significant impact on the success of the housing provision. The following elements have been taken from the Housing SPG and the public realm and landscape response are explained.

SPG Implementation Points	Design and Development -Public Realm Response
<p>Standard 1.1.1 - Development proposals should demonstrate:</p> <p>a) How the design responds to its physical context, including the character and legibility of the area and the local pattern of building, public space, landscape and topography.</p> <p>b) How the scheme relates to the identified character of the place, to the local vision and strategy or how bolder change is justified in relation to a coherent set of ideas for the place expressed in the local vision and strategy or agreed locally.</p>	<p>The local character of the Greater Carpenters area and Stratford High Street has been analysed and synthesised in the reports by Stephen Levrant Heritage Architecture and Hodder and Partners. The scale, context, urban grain and the local patterns of building have all been addressed in the building form, massing and detailing. The architectural proposal is a bold and striking design that will make a feature at the apex of the unique Carpenters triangle. The public realm scheme is also bold in its patterning and spatial arrangement and its proposed changes to the existing land use patterns both for the immediate building curtilage and for the adopted highway areas surrounding and adjacent to the site. Refer to the Design Proposal and Design Strategy for details.</p>
<p>Standard 1.1.2 - Development proposals should demonstrate:</p> <p>a) How the scheme complements the local network of public spaces, including how it integrates with existing streets and paths.</p> <p>b) How public spaces and pedestrian routes are designed to be overlooked and safe, and blank elevations onto the public realm at ground floor have been avoided.</p> <p>c) For larger developments, how any new public spaces including streets and paths are designed on the basis of an understanding of the planned role and character of these spaces within the local movement network, and how new spaces relate to the local vision and strategy for the area.</p>	<p>The OLSPG and the LLDC Local Plan identify the Lett Rd and Wilmer Lea Close route as a key connection between Stratford High Street and the Queen Elizabeth Olympic Park. The design proposal implements this policy with new surfaces, crossings and public realm improvements.</p> <p>The important route along Jupp Rd to Stratford Station is also considered in the scheme and upgraded to achieve a higher quality of provision and surveillance. In addition the development of the public realm creates public street front with passive surveillance and overlooking of all public spaces from inside the building envelope through extensive glazed façades and activated frontages. Specific detail on active frontages has been provided in the architectural package.</p> <p>In addition the proposal provides a new public space along Stratford High Street which is comfortable, well lit, covered by shade trees and contains comfortable seating. This type of contemporary space does not exist currently and this inclusion will provide the local community with a clear and comfortable meeting and informal gathering space.</p>

SPG Implementation Points	Design and Development -Public Realm Response
<p>Standard 1.2.1 - Development proposals should demonstrate that they comply with the borough's open space strategies, ensuring that an audit of surrounding open space is undertaken and that where appropriate, opportunities to help address a deficiency in provision by providing new public open spaces are taken forward in the design process.</p>	<p>The Local Borough of Newham Open Space Assessment 2010 by Capita Symonds indicates that the Duncan House site falls within an area that has less than the recommended open space provision per capita - however it is important to note that this report was undertaken before the opening of the Queen Elizabeth Olympic Park and does not take this new and very significant open space into account in calculations. The Assessment recommends that each home be 1.2 km from a district park, 400m from a local park and a pocket park. The Duncan House site is less than 400m from the Queen Elizabeth Olympic Park site - thereby meeting these recommendations.</p>
<p>Standard 1.2.3 - Where communal open space is provided, development proposals should demonstrate that the space:</p> <ul style="list-style-type: none"> a) is overlooked by surrounding development; b) is accessible to wheelchair users and other disabled people; c) is designed to take advantage of direct sunlight; d) has suitable management arrangements in place. 	<p>Communal open space is being provided on in a variety of areas within the development.</p> <p>Level One – Courtyard – this space will be managed by the Education provider/tenant of the education facility fronting Stratford High Street. Solar access is achieved into a significant portion of the space by the modulation of the building massing to the south. The sunlight access is of course most prominent in the northern sections of the courtyard and this allows for the installation and effective growth of soft landscape and trees. This space is level and even and accessible to all and is glazed on two sides resulting in extensive overlooking and natural surveillance.</p> <p>Level 5 Roof Garden - this roof garden provides amenity for student tenants of the 'front door' cluster rooms on Jupp Rd. The roof garden will be managed by the operator of the student accommodation. The roof garden has good solar access and will provide valuable views across the east of London. The roof garden is step free and has significant natural surveillance from the adjacent residential units, from the room in the flats and tower above in this development and from other surrounding flats and towers.</p> <p>Level 6 Roof Garden - this roof garden provides amenity for residential tenants of the Ward Road flats. The roof garden will be managed by the operator of the management company. The roof garden has good solar access and will provide valuable views across the east of London. The roof garden is step free and has significant natural surveillance from the adjacent residential units, from the rooms in the flats and tower above in this development and from other surrounding flats and towers.</p>

Olympic Legacy SPG

The 2012 Olympic Games was a 'game changing' event in the development of the Stratford area. The legacy that the Games leaves behind is a significant endeavour and one that will fundamentally alter the dynamics of London as a whole. For this reason - the Olympic Legacy SPG is an important guide for the future of the district. The development principles contained within the OLSPG have been reviewed and the parts relevant to the landscape and public realm design are shown below.

SPG Development Principles	Design and Development -Public Realm Response
<p>Development principle C2 - Improving local connectivity and permeability</p> <p>Development proposals and plans in the OLSPG area should help reduce physical severance and improve connectivity by contributing towards, implementing or reinforcing the key local connections identified in Figure 2.C.3.</p>	<p>The design and development proposal enhances the local connectivity through improved pedestrian facilities, crossings and surface treatments. Improvements to the Local Connector identified in Figure 2.C.3 on Lett Rd/Wilmer Lea Close are implemented as part of this proposal.</p>

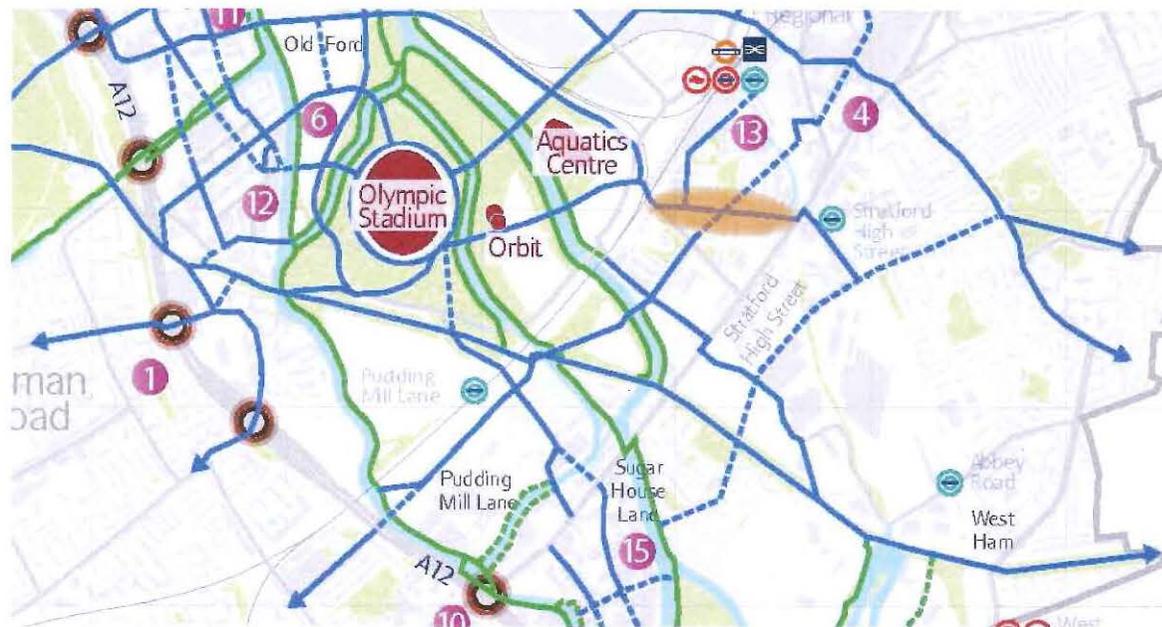


Figure 15. Extract from Figure 2.C.3 of the Olympic Legacy SPG with Lett Rd connection highlighted

SPG Development Principles	Design and Development -Public Realm Response
<p>Local connectivity is a key issue for the liveability of an area and at the moment, local movement across the Lea Valley is often constrained by waterways, major roads such as the A12, and other transport infrastructure. This in turn can make it difficult for people to move about the area and creates physical and social barriers. Unless these constraints are addressed strategically, they will restrict access to the new facilities and opportunities that will come forward after the 2012 Games – within the Queen Elizabeth Olympic Park itself, at Stratford, and in the areas surrounding the Park as they evolve into new mixed use and residential neighbourhoods. Under current plans, the areas to the north and within Hackney Wick and Fish Island will still have relatively low levels of public transport accessibility which will need to be improved to maximise access to the facilities and employment opportunities that will come forward in these areas after the Games. Figure 2.C.3 shows the key local pedestrian and cycle connections needed to fully link the area's new and proposed neighbourhoods. Some of these already exist, but may require improvement. Some are programmed and will come forward after the Games, but a number of gaps will still exist, some of which are just outside the OLSPG boundary, but would provide benefits to the area. There will need to be area-wide and local interventions to improve walking and cycling routes, address problems of severance and improve connections to public transport nodes and services. The key identified gaps are depicted on Figure 2.C.3 opposite and include:</p> <p>Area based schemes</p> <ol style="list-style-type: none"> 1. Improving links from Roman Road, Fish Island, to the Queen Elizabeth Olympic Park and Stratford, in particular over the A12. 2. Improving connections in the West Ham area, in particular to the station from the west. 3. Improving links over the River Lea south of Bromley by Bow.* 4. Improving the highway network in Stratford town centre to improve its environment making it attractive for all users and to reduce congestion, including new or improved pedestrian and cycle routes linking Carpenters Estate, Greenway, Pudding Mill Lane and Stratford regional station.* 	<p>As above and</p> <p>Carpenters Estate and the connections to Stratford Regional Station's proposed new southern entrance are enhanced by the delivery of the public realm improvements on Lett Rd and Jupp Rd as previously described.</p>
<p>Development principle E2 - Biodiversity and access to nature</p> <p>Development proposals in the OLSPG area should improve access to and protect and enhance the area's important wildlife, biodiversity and ecological assets.</p>	<p>No significant habitat or areas of ecological value have been identified on the site. The implementation of a significant area of wild flower roof, significant soft landscape planting and significant tree planting all add value to the areas habitat and biodiversity. Refer Ecology report for details.</p>
<p>These plans should protect existing valuable habitats and species; provide enhanced wetland habitats and areas of open, flower-rich vegetation that reflect the post-industrial landscape; reintroduce indigenous flora and fauna; remediate contaminated land; address deficiencies in access to nature; and prioritise the redevelopment of brownfield sites. Development proposals should reflect these plans.</p>	<p>The planting regimes on the wild-flower roof seek to re-introduce indigenous species with a flower rich seasonal landscape.</p>

SPG Development Principles	Design and Development -Public Realm Response
<p>Section 3.3 – Connections and Principles above reinstated.</p> <p>In addition, an area wide wayfinding strategy should be developed to maximise the benefits of planned connections and to support walking and cycling. Within the town centre itself, the need for further public realm improvements should be explored with developers, land owners and planning authorities. Changes and improvements should be made to the road network, where Stratford High Street and the town centre gyratory are particularly problematic, acting as significant barriers to pedestrian and cycle movements within the area. Options to reduce traffic speeds and to introduce new crossing points to improve the centre's pedestrian and cycling environment should be explored. Furthermore, if feasible in highway terms, the town centre gyratory system should be removed and two way vehicle movements introduced round Stratford Mall. Cycle Superhighway 2 that will run along Stratford High Street will also help improve the Sub-area's local and strategic connectivity</p>	<p>The delivery of an area (Stratford wide) wayfinding system is beyond the scope of this proposal – however the limitations to traffic movements on Lett Rd (one way ONTO Stratford High Street), the delivery of a landmark building and associated public space and the physical improvements to the streets in the vicinity all provide a more legible and easy to navigate street network. The Cycling Super Highway on Stratford High Street provides a direct link from the development and the surrounding public realm into the areas local and strategic cycling connections.</p>

LLDC LOCAL PLAN 2015 - 2030

LLDC Local Plan - Local Plan Objectives

The LLDC Local Plan seeks to assist in the creation of 'a new heart for east London, securing investment from across London and beyond, attracting and nurturing talent to create, design and make world-beating 21st-century goods and services, and becoming a place where local residents and new arrivals choose to live, work and enjoy themselves, and where businesses choose to locate and invest'. (from the LLDC Local Plan, Pg 13)

The following objectives are identified;

- Objective 1- Increase the prosperity of east London through growth in business and quality jobs, with an emphasis on cultural and creative sectors, promotion as a visitor and tourist destination, and high-quality lifelong learning opportunities.
- Objective 2- Establish and maintain locally distinctive neighbourhoods which meet housing needs, while providing excellent and easily accessible social infrastructure.
- Objective 3 - Create a high-quality built and natural environment that

integrates new development with waterways, green space and the historic environment.

- Objective 4- Secure the infrastructure required to support growth and convergence.
- Objective 5 Deliver a sustainable and healthy place to live and work

The LLDC Local plan does NOT identify Duncan House as a specific area of open space, as a New Neighbourhood, an employment district or anything else specific. The site is located on the fringe of the Stratford Town Centre zone (pg15).

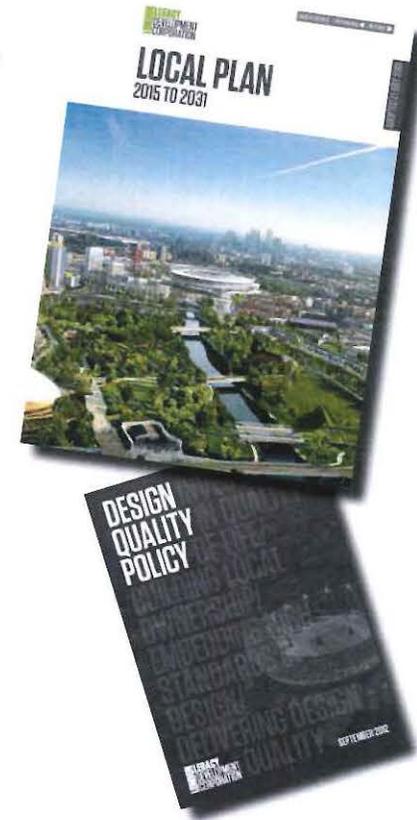
The LLDC Local Plan (Section 6, Pg 69) seeks to achieve the following objective that is relevant to the public realm and landscape of the Duncan House development proposal-

Objective 3: Create a high-quality built and natural environment that integrates new development with waterways, green space and the historic environment

This will mean that development will:

- Be designed to respond to context

- Utilise heritage assets to shape local identity
- Incorporate the highest standards of design and architecture
- Contribute to the green infrastructure network
- Help meet the targets set out in Biodiversity Action Plans.



The development proposal achieves these objectives by -

Stated Objective	Design and Development -Public Realm Response
be designed to respond to context	<p>The consideration of the urban context, the site's setting, its adjacencies and relationships to nearby buildings, spaces and land uses have been important in formulating both the architectural and the public realm solution for this site.</p> <p>Significant contextual analysis and discussion is included in the reports by Stephen Levrant Heritage Architecture and the report by Hodder and Partners. Further analysis and response to the elements that make up the site's context are discussed in this report.</p>
utilise heritage assets to shape local identity	<p>Refer to the body of work for the Duncan House development proposal by Stephen Levrant Heritage Architecture and the work by Hodder and Partners. In terms of public realm – the patterns and spatial arrangement are generated from an understanding of local influences, cultural and natural heritage. The layout of the space, the materials and the responses to the local connections are addressed. Refer to the Design sections of this report for details</p>
incorporate the highest standards of design and architecture	<p>The design of the public realm has been undertaken in a consultative and rigorous manner by one of the UK's leading Landscape and Urban Design practices. The initial design, the assessment of context and setting, the quality review both internally from the Gillespies team, from the wider design team including Hodder and Partners (one of the UK's leading architecture studios) and externally from the LLDC Quality Review Panel, LLDC officers and officers from the London Borough of Newham indicate that this is a proposal based on the best and highest standards of design.</p>
contribute to the green infrastructure network	<p>The increase in green space and the increase in the biodiversity outcomes that are associated with the project (refer Report by Greengage Ecology for details) indicate that this project significantly adds to the biodiversity and green infrastructure of the Stratford area and meets the targets of the relevant B.A.P.</p>
help meet the targets set out in Biodiversity Action Plans.	See above

LLDC Local Plan - Local Plan Policies

The following policies are expressed in the Local Plan that are directly relevant to the Duncan House Development Proposal. The relevant components of the policies have been identified and commentary on the manner in which they are addressed within the design proposal is included.

Strategic Policy SP.3: Integrating the natural, built and historic environment

The Legacy Corporation will create a high-quality built and natural environment that integrates new development with waterways, green space and the historic environment, by ensuring development:

Components of Policy	Design and Development -Public Realm Response
1. Gives primary consideration to the creation of 'place'	The consideration of 'place' has been at the forefront of the design since the project's inception. The substantial body of work regarding townscape analysis and TVIA by Stephen Levrant Heritage Architecture set the urban design and spatial framework arguments and benefits of a significant 'place' marker at this specific location. The implementation of a significant pairing of distinctive landmark building associated with a landmark public space assists with the legibility of the district and Stratford High Street. The creation of a memorable and significant 'place' requires distinctive architecture and public realm design. The development proposal provides this.
2. Enhances its built, historic and landscape context	The public realm design enhances the building setting and the urban amenity of the surrounds by implementing a significant part of many of the stated policies and guidances. The context of the site has been thoroughly assessed and the design responds appropriately in both the architectural solution and the public realm design. Refer to the subsequent Design sections of this report for details.
3. Maintains and promotes local distinctiveness	The architecture and the public realm design work 'hand in hand' at the apex of the Carpenter's triangle on Stratford High Street to provide a local landmark building and a local landmark public realm. The spatial arrangement and detailing will create a distinctive and memorable local place. Refer to the subsequent Design sections of this report for details.
4. Protects biodiversity and provides green infrastructure networks where possible	The project enhances local access to the from the Stratford High Street by implementing significant improvements to the nominated Key Local Connection providing direct access to the Queen Elizabeth Park and the River Lea.
5 Facilitates safe access for all to waterside and green environments	The project enhances local access to the from the Stratford High Street by implementing significant improvements to the nominated Key Local Connection providing direct access to the Queen Elizabeth Park and the River Lea.

Components of Policy	Design and Development -Public Realm Response
6. Is at least air quality neutral and minimises impact from noise	The Public Realm proposal promotes a reduction in vehicle speeds through the manipulation of traffic regulations - further information regarding noise impacts are available in the suite of supporting reports.
7. Supports the delivery of the Sub Area priorities	Refer to the Sub Areas section of this report below - Central Stratford and Southern Queen Elizabeth Olympic Park
8. Respects the Legacy Corporation's Design Quality Policy.	The development of the design and the review process is in accordance with the LLDC Design Quality Policy

LLDC Local Plan - Policy BN.1: Responding to place

Proposals will be considered acceptable where they respond to place in accordance with the principles outlined below:

Components of Policy	Design and Development -Public Realm Response
1. Landscape and water: relate well to the local area's defining natural and man-made landscape features, in particular the linear form of the waterways and park lands	<p>The architecture and the public realm design work hand in hand at the apex of the Carpenter's triangle on Stratford High Street to provide a local landmark building and a local landmark public space. The public realm design responds to the significant element of the Channelsea River by defining its edges and its previous course (now hidden) by introducing paving lighting in the private land holding. The use of lighting which is ephemeral in its nature reflects the similarly ephemeral nature of the Channelsea River. The notional banks of the river are echoed by the placement of planters and furniture in the private landholding.</p> <p>The spatial arrangement and detailing will create a distinctive and memorable place.</p> <p>Refer to the subsequent Design sections of this report for details.</p>
2. Urban fabric: respect existing typologies, including those of heritage value, and draw design cues from the form of the area in terms of its layout (urban structure and grain) and scale (height and massing)	Issues of height and massing, along with urban structure and grain are assessed and dealt with in the architectural report by Hodder and Partners. For the public realm, the meeting of two distinct street types (Jupp Rd and Stratford High Street) is modulated by the treatment of Lett Rd and Ward Rd. The scale and spatial relationships, the issues of cultural heritage and materials have been addressed in the public realm design. Refer to the Design Proposal and Design Strategy for details.
3. Architectural and historic context: enhance the architectural and historic setting within which development is proposed. Careful consideration should be given to architectural and historic style, materials, fenestration, colour, building orientation, datums and overall appearance	While primarily relevant to the architectural design the public realm references the type and scale of the existing surrounding streets and the cultural and natural heritage of the area. Refer to the subsequent Design sections of this report for details.

Components of Policy	Design and Development -Public Realm Response
4. Connectivity: ensure that new and existing places link to route networks and facilitate movement along direct, permeable, safe and legible pedestrian and cycle routes. Routes should cater for the requirements of all users. Opportunities to connect areas to strategic road, rail, bus and cycle networks must be utilised	The project enhances local access to the from the Stratford High Street by implementing significant improvements to the nominated Key Local Connection providing direct access to the Queen Elizabeth Park and the River Lea. The development is directly adjacent to the Cycling Superhighway on Stratford High Street and provides a place of respite and rest for pedestrians on Stratford High Street. In addition the crossings and treatment of Jupp Road enhance the connections from the Greater Carpenters area to Stratford Regional Station and the Stratford Bus Interchange.
5. Infrastructure: make use of existing physical infrastructure to help overcome barriers to integration and to create new links and routes	The infrastructure in the public realm design will be re-used where possible (existing kerb lines, drainage etc). New infrastructure will be required to implement other complementary policies.
6. Mix: consider how proposed uses integrate with, and relate to, both public and private space. Where new residential uses are introduced within a non-residential context, consideration must be given to layout, access, servicing and amenity	Refer to the architectural design package for further information
7. Amenity and wellbeing: minimise impact within proposed and upon existing development, by preventing overshadowing, and an unacceptable provision/loss of sunlight, daylight or privacy.	Refer to the architectural design package for further information

LLDC Local Plan - Policy BN.3: Maximising biodiversity

The Legacy Corporation will work with its partners to ensure the protection and enhancement of biodiversity within open space, parks and built-up neighbourhoods. Development proposals will be required to:

Components of Policy	Design and Development -Public Realm Response
1. Maximise opportunities to protect and enhance biodiversity	The ecology report (Greengage Ecology) indicates that the site currently has low ecological value and has no significant areas of habitat worthy of protection. The development proposal has significant potential to increase the ecological and biodiversity value of the site. The inclusion of the wildflower species rich roof top planting and the careful positioning of the additional features suggested in the Ecology report will be installed (dead logs, sandy piles and coiled rope). The planting in the soft landscape areas of the scheme will be in accordance with the recommendation of the Ecology report and will be planted/positioned to respond to the expected climatic/sun conditions.
2. Provide a net gain in the extent of habitat suitable for species to thrive	The net gain for habitat will be achieved through the wild flower roof implementation and the installation of the recommended, habitat walls, bird and bat boxes.
3. Integrate habitat and other measures that will support biodiversity	The habitat provided will be integrated into the architecture and the landscape of the development to ensure each component contributes to the increase in ecological value.

Components of Policy	Design and Development -Public Realm Response
5. Retain trees and contribute to tree-planting	The existing trees are all to be removed - however mature trees in greater numbers are to be replanted ensuring that there is no long term loss of tree canopy.
6. Take account of habitat and species targets in relevant Biodiversity Action Plans (BAPs) to ensure proposals are suitable for their location	The implementation of the ecological measures outlined in this report and proposal meet the requirements of the BAP. This is confirmed in the Greengage Ecology report.
7. Support other measures to address BAP objectives, including monitoring	The on going management and maintenance of the landscape and public realm will include recommendations to monitor the habitat and performance of the landscape to ensure continued provision of ecological value.
8. Ensure major applications are accompanied by a Biodiversity Statement. Development proposals that are likely to have an adverse effect on biodiversity and the existing extent of habitat will not be permitted unless compensatory provision of equal value is provided in a suitable location and that loss does not result in the breakage of any existing habitat or wildlife corridor	Refer the Ecology Report by Greengage Ecology

LLDC Local Plan - Policy BN.8: Maximising opportunities for play

Major development proposals will be required to improve or provide new play space, maximising opportunities for play and informal recreation. New play spaces should create high-quality, dynamic and stimulating play space. Proportionate to the size of development, proposals are expected to:

Components of Policy	Design and Development -Public Realm Response
1. Take account of the existing or future need for play space in the local area, identifying relative deficiencies and incorporating the most appropriate type of new play space into the proposal	Play-able space has been made available on the Level 6 Roof terrace and is available to residents of the flats.
2. Be of an appropriate size and design for the age of children whom the space is designed to serve	The GLA calculation spreadsheet for the development indicates that the development is likely to house less than 10 - refer Figure 6. The threshold for physical provision of play facilities is 10 children or more. The play-able area on the roof garden will meet the needs and requirements of the GLA minimum area provisions.
3. Be inclusive and accessible to children of all abilities	Play-able landscape will be accessible to all abilities
4. Maximise opportunities to contribute to the provision of green infrastructure	The play-able are is located on a roof space and this roof space is adding to the ecological and green infrastructure of the area in planting and species selection (refer to biodiversity policy and ecology report for further details)
5. Be easily observed from housing or community facilities. All development proposals will be expected to be in accordance with guidance and standards in up-to-date relevant Borough Play Space Strategies where these have been published, relevant London Plan policy, and the Mayor's Shaping Neighbourhoods Play and Informal Recreation SPG (September 2012)	The play-able landscape area on the roof garden is in accordance with the GLA calculation spreadsheet for the provision of play facilities in terms of area – although the threshold for physical provision is 10 children or more. As the expectation (according to the GLA spreadsheet) is 5 children – a play-able landscape will be provided to meet the needs of small children resident in the flats.

LLDC Local Plan - Policy BN.10: Proposals for tall buildings

Proposals for tall buildings will be considered acceptable where they:

Components of Policy	Design and Development -Public Realm Response
1. Exhibit outstanding architecture and incorporate high-quality materials, finishes and details	The design of the public realm has been undertaken in a consultative and rigorous manner by one of the UK's leading Landscape and Urban Design Practices. The initial design generators, the assessment of context and setting, the quality review both internally from the Gillespies team, from the wider design team including Hodder and Partners (one of the UK's leading architecture studios) and externally from the LLDC Quality Review Panel indicate that this is a proposal based on the best and highest standards of design. Information regarding the materials and finishes proposed is contained within later sections of this report.
2. Respect the scale and grain of their context	The architecture and the public realm design work hand in hand at the apex of the Carpenter's triangle on Stratford High Street to provide a local landmark building and a local landmark public realm with direct reference to the surrounding scale and grain of development. Refer to the detailed analysis of this element within the Stephen Levrant Heritage Architecture Report
3. Relate well to street widths and make a positive contribution to the streetscape	<p>Consideration of street widths and the scale relationships between the façades of the new development and those of surrounding buildings have been addressed by the Hodder and Partners report and the Stephen Levrant Heritage Architecture Report. The public realm proposal provides a significant improvement to the streetscapes of</p> <ul style="list-style-type: none"> 1) Stratford High Street with a new active facade and a significant new frontage with quality pavement and furniture; 2) Lett Road - the proposal to provide a public space with advanced tree planting, seating, feature pavement, feature lighting and open routes through to the surrounding streets significantly improves the streetscape of Lett Road; 3) Ward Road will receive a new active facade and substantial tree planting changing the space from a service way to a pleasant local street, and 4) Jupp Road will be improved with the crossings provided at Lett Rd, the new pavement and the new animation provided the ground level artists studios and the student rooms above. <p>Refer to the Design sections of this report for details.</p>

Components of Policy	Design and Development -Public Realm Response
4. Generate an active street frontage	The development proposal has activation, overlooking and entrances on all four main façades and the internal arrangement of rooms and activities successfully activates the street frontage. Refer to Stephen Levrant Heritage Architecture Report and the architectural design for specific details.
5. Provide accessible public space within their curtilage	Accessible ground level public space within the privately owned land parcel is approximately 25% of the site (excluding service areas) with 21% being at the Lett Road edge. In addition the public realm of the proposal improves approximately 2,400m ² of public space. The public and private space at ground level are designed to be seamless and are able to be occupied by the general public at all times. The features and fittings that provide the space with the quality and finish including any bespoke items are held in the privately owned land resulting in benefit but no cost to the LLDC or LBN for maintenance or management.
6. Incorporate sufficient communal space	Refer to Architectural package for details Refer to layout and general items for Level 1 Courtyard, Level 5 Roof Garden and Level 6 Roof Garden
7. Contribute to defining public routes and spaces	The architecture and the public realm design work hand in hand at the apex of the Carpenter's triangle on Stratford High Street to provide a local landmark building and a local landmark public realm. The provision of these landmarks creates memorable series of interventions helping to define the main Key Route between Stratford High Street and the Queen Elizabeth Olympic Park. Also - the development proposal contributes to the definition of the route along Stratford High Street towards Stratford Town Centre. The spatial arrangement and detailing will create a distinctive and memorable space. Refer to the Design sections of this report for details.
8. Promote legibility	Legibility is enhanced in both a district and a site context. The provision of a significant and high quality public realm treatment and a landmark building reinforce the wayfinding and legibility of the Greater Carpenters and Stratford High Street areas of east London. The site legibility is enhanced with a series of clear three dimensional zones that indicate the expected relationship between pedestrians, vehicles, building services and access. Refer to the Design sections of this report for details
9. Create new or enhance existing views, vistas and sightlines	Refer to Architectural and TVIA packages for details. New views are achieved from the roof top gardens to key London landmarks including the Arcelor Mittal Orbit, Canary Wharf and city buildings. New Views to the development have been considered as part of the TVIA

Components of Policy	Design and Development -Public Realm Response
<p>10. Preserve or enhance heritage assets and the views to/from these, and contribute positively to the setting of heritage assets, including conservation areas. Proposals for tall buildings that are likely to have a significant adverse impact on one or more of the following will be considered unacceptable:</p> <p>Micro-climatic conditions (specifically down-draughts and lateral winds over public spaces)</p> <p>Impacts to the surrounding area (including open spaces and other buildings and waterways) that relate to:</p> <ul style="list-style-type: none"> • Overlooking • Daylight • Overshadowing • Light spill/reflection • Wider amenity <p>Existing views of landmarks, parkland, heritage assets, waterways, and views along street corridors (in accordance with the policy on Protecting Key Views)</p>	<p>Refer to the body of work for the Duncan House development proposal by Stephen Levrant Heritage Architecture and the work by Hodder and Partners. In terms of Public Realm – the patterns and spatial arrangement are generated from an understanding of local influences, cultural and natural heritage. Refer to the Design section of this report for details.</p> <p>Preliminary wind studies indicate down drafts are expected at the base of the tower and where the tower meets the courtyard. In these areas – substantial tree planting, facade design, architectural canopies and other measures effectively mitigate any potential negative wind affects.</p> <p>Refer to Architectural package for details.</p> <p>Wider amenity is improved significantly with the proposed development of the building curtilage and the wider improvements to the public realm.</p> <p>Refer to Architectural package and the TVIA for details</p>

Tall buildings should be located within the Centre boundaries outlined within this Local Plan. In order of hierarchy, these are:

Nominated areas for Tall Buildings	Site Location
Stratford Metropolitan Centre (parts within the Legacy Corporation Area)	The proposal is located in this precinct
Bromley-by-Bow District Centre	NA
Hackney Wick Neighbourhood Centre	NA
Pudding Mill Local Centre	NA

Nominated areas for Tall Buildings	Site Location
East Village Local Centre	NA

LLDC Local Plan - Policy T.4: Managing development and its transport impacts to promote sustainable transport choices, facilitate local connectivity and prioritise pedestrians and cyclists

Through its planning powers, the Legacy Corporation will promote sustainable transport choices and minimise reliance on the private car to ensure that the development of the legacy area is optimised. In doing so, the Legacy Corporation will:

Policy Components	Design and Development -Public Realm Response
1. Implement a street network that prioritises pedestrians and cyclists as the most important travel modes, followed by public transport and then the private car	The public realm development for this project clearly prioritises pedestrians as the key mode of transport to and from the site. The close proximity of Stratford transport hub (bus interchange, tube, DLR, National Rail and High-speed rail) mean that walking is the most obvious option for patrons of the new development. Cycling is accommodated with extensive cycle parking and exterior cycling facilities as well as the direct adjacency of the cycling super highway. Public transport is easily accessed around or in close proximity to the site. Private cars are discouraged by limiting onsite parking and the management arrangements in place by the building management.
2. Expect new development to maximise the opportunities to improve connectivity across, within and through the Legacy Corporation area and, where opportunities arise, with the wider Lower Lea Valley and east London	The project enhances local access to the from the Stratford High Street by implementing significant improvements to the nominated Key Local Connection providing improved access to the Queen Elizabeth Park and the River Lea. The development is directly adjacent to the Cycling Superhighway on Stratford High Street
3. Ensure that the amount of new development and growth across its area is related to the capacity of existing or currently planned improvements to transport infrastructure and services	Refer Transport Report by ADL
4. Expect new development to be designed to include measures that will minimise its impact on public transport and the highway network, and to have no or minimum levels of car parking which do not exceed London Plan parking standards	Refer Transport Report by ADL
5. Require new development to provide appropriate facilities for the full range of transport users, including pedestrians, rail, bus, car and cycles	Refer Transport Report by ADL
6. Require new developments to include on site spaces or satisfactory arrangements for car clubs, facilities for electric vehicle charging and stands for cycle hire, where appropriate	Refer Transport Report by ADL
7. Require major new development to demonstrate how its construction impact will be managed through a Construction Management Plan and how, once operational, servicing and deliveries will be managed through Delivery and Servicing Plans	Refer package of work for Construction management by others.
8. Require new developments to use target-based Travel Plans to encourage smarter travel, incentivised through S106 Agreements.	Refer Transport Report by ADL

Policy Components	Design and Development -Public Realm Response
9. Encourage the use of the waterways in the area for transport and leisure and the towpaths as routes for pedestrians and cyclists, as appropriate, managing any potential conflict through design.	No water ways or tow paths are in the immediate vicinity.

LLDC Local Plan - Policy T.5: Street network

The structure and hierarchy of streets within the Legacy Corporation area as set out in Table 7 helps to determine the most appropriate routes within and through the area, and where and how property and development proposals should best connect to that network.

Policy Components	Design and Development -Public Realm Response
1. In implementing the street network and in considering development proposals that will impact on the network, the Legacy Corporation will prioritise pedestrians and cyclists as the most important travel modes, followed by public transport and then, as appropriate, the private car	The public realm development for this project clearly prioritises pedestrians as the key mode of transport to and from the site. The close proximity of Stratford transport hub (bus interchange, tube, DLR, National Rail and High-speed rail) mean that walking is the most obvious option for patrons of the new development. Cycling is accommodated with extensive cycle parking and exterior cycling facilities as well as the direct adjacency of the cycling super highway. Public transport is easily accessed around or in close proximity to the site. Private cars are discouraged by limiting on-site parking and the management arrangements in place by the building management.
2. The Legacy Corporation will use its powers as Local Planning Authority to ensure that development is appropriately located in terms of its traffic-generation impacts, with the aim of ensuring that, if major traffic-generating uses are proposed (and are considered acceptable against other policies in this Local Plan), they are located in places that have good and appropriate connections to the strategic routes	Refer Transport Report by ADL
3. The Legacy Corporation, in its function as Local Planning Authority, will consult with Boroughs and Transport for London as appropriate in respect of their role as Highways Authorities within the area to ensure that effects of proposals are properly considered.	NA

LLDC Local Plan - Policy T.9: Providing for pedestrians and cyclists

The Legacy Corporation will promote and support the provision of safe routes for walking and cycling within its area that connect well with local destinations (including schools and community facilities) as well as transport nodes within and outside of its area:

Components of Policy	Design and Development -Public Realm Response
1. Walking and cycling provision should be safe, direct, coherent and attractive and be designed to be in accordance with the best practice guidance in place at the time	Walking and cycling provision is well catered for in the development proposal through <ul style="list-style-type: none"> the use of designated car free areas for gathering, sitting and accessing buildings minimising carriageway width and introducing a cycle lane on Lett Rd Designated road crossing areas Provision of significant cycling infrastructure both internally and externally
2. Walking and cycling provision should integrate well with the street environment, minimising conflict with other modes wherever possible	Walking and cycling areas are integrated into the street environment through the use of common materials and effective edging. Slow vehicle speeds will minimise conflict between vehicles and other transport modes. Designated crossing points are provided in key locations.
3. Parking provision for cyclists should meet or preferably exceed minimum standards set out in the current London Plan standards. Provision should be in a safe and secure and overlooked location, preferably under shelter. Work place cycle facilities should also include adequate levels of showering and changing facilities	Refer Transport Report by ADL and Architectural package by Hodder and Partners.
4. The provision of wayfinding and signage (such as Legible London) should be consistently applied across the Legacy Corporation area, in order to ensure continuity for users.	As this is a discrete site on a relatively small land parcel and is not a broad-scale new community or regeneration of an existing residential community way finding signage has not been included in the scope.

LLDC Local Plan Sub Area Guidance - Sub Area 3 – Central Stratford and Southern Queen Elizabeth Park

The development site is located in Sub area 3 – Central Stratford and Queen Elizabeth Park. The following policies are applicable to the public realm in this area-

Sub Area Guidance Policies	Design and Development -Public Realm Response
Policy 12.10 - Public realm improvements within this area will green the environment, provide opportunities for leisure, reduce the over-scaled road infrastructure and enhance human scale	<p>The development proposal will achieve an increase in the greening of Stratford and the Greater Carpenters area. The numbers of trees to be removed will be over compensated with 22 being removed and 34 being replaced at ground level plus additional tree planting in courtyard and on roof gardens.</p> <p>Area of soft landscape in the existing condition is 680m2 and the proposal provides 1722m2 showing an increase in soft landscaped space over all of 1042 M2. This calculation excludes individual trees in grilles</p> <p>Road infrastructure on High Street cannot be modified in this proposal due to its strategic role as an eastern London Transport arterial - however the other surrounding streets have been softened and humanised through the design and landscape proposals contained within this scheme.</p>

Sub Area Guidance Policies	Design and Development -Public Realm Response
<p>12.12 – The Legacy Corporation will work in partnership with other relevant bodies including local communities to improve connections, particularly on key projects, such as the Jupp Road bridge and improvements to the western entrance to Stratford Regional Station. Development proposals affecting a Key Connection, Key Connection to be Enhanced or Principal Connection Improvement (shown in Figure 35) should consider these connections as a key design principle and allow for their implementation. Where appropriate to the development proposed, improvements delivered as part of development proposals will be secured through use of a Section 106 Agreement.</p>	<p>The development proposal will achieve these requirements for an improvement to the Jupp Rd footpath network, by improving crossings at Lett Rd and possibly Wilmer Lea Close leading residents and visitors from the Greater Carpenters area to the Jupp Rd footbridge and in time to the western entrance of Stratford Regional Station. The improvements to Lett Rd footways and to the crossings from Lett Road over Jupp Road provide a significant component of the Key Connection from Stratford High Street to Queen Elizabeth Olympic Park required by this policy and the OLSPG. Discussions with LBN have achieved 'in principle' agreement are continuing in relation to a Section 106 and/or Section 278 agreement to ensure the delivery of these features.</p>

Supporting development principles

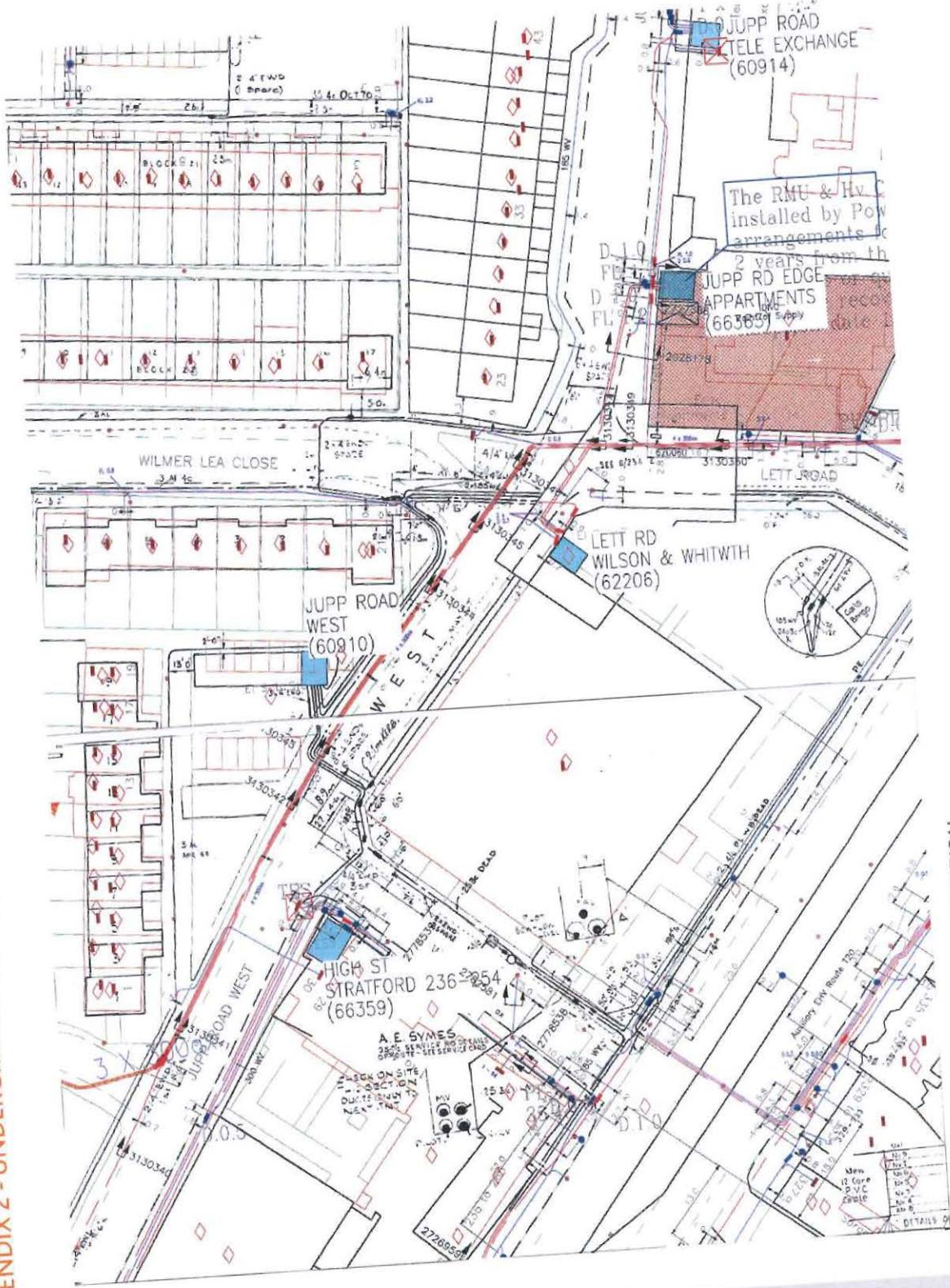
Development Principles	Design and Development -Public Realm Response
<ul style="list-style-type: none"> Proposals should seek to optimise and increase the residential capacity of the area subject in particular to Policy SP.2 of this Local Plan 	<p>Not applicable to Public Realm development – refer other documentation in the submission</p>
<ul style="list-style-type: none"> Development densities and uses should reflect location and public transport accessibility <p>Where provided, commercial and other active uses shall be on the ground floor along key connections, related to the station, Metropolitan Centre and Stratford High Street</p>	<p>Not applicable to Public Realm development – refer other documentation in the submission</p> <p>Achieved – refer to architectural package by Hodder and Partners</p>
<ul style="list-style-type: none"> Maximise and reflect in any new development or public realm improvement the potential arising from pedestrian movement to and from a new western entrance to Stratford Regional Station and improvements to the Jupp Road bridge 	<p>Achieved – the development of the public realm improves the pedestrian approaches to the western entrance of Stratford Regional Station in the vicinity of the development site.</p>
<ul style="list-style-type: none"> The identified option for the new western entrance to Stratford Regional Station should be incorporated into redevelopment proposals for this site 	<p>Not applicable to Public Realm development of Duncan House</p>
<ul style="list-style-type: none"> Improve connections from the site to the north and to Stratford Metropolitan Centre; to south-west to the Greenway via Bridgewater Road 	<p>Not applicable to Public Realm development of Duncan House</p>
<ul style="list-style-type: none"> Improve connections within the site along Warton Road, Carpenters Road, Gibbins Road and Jupp Road; and to within Queen Elizabeth Olympic Park 	<p>Achieved – the development of the public realm improves the pedestrian linkages across Jupp Rd, and along the identified Key Connection Route to the Queen Elizabeth Olympic Park.</p>
<ul style="list-style-type: none"> Subject to the above, proposals should be in accordance with the provisions of other Local Plan policies including <p>B.1 in relation to employment floor space,</p> <p>H.1 for housing mix,</p> <p>Cl.1 for community facilities and</p> <p>BN.7 in relation to Local Open Space</p>	<p>Not applicable to Public Realm development of Duncan House</p>

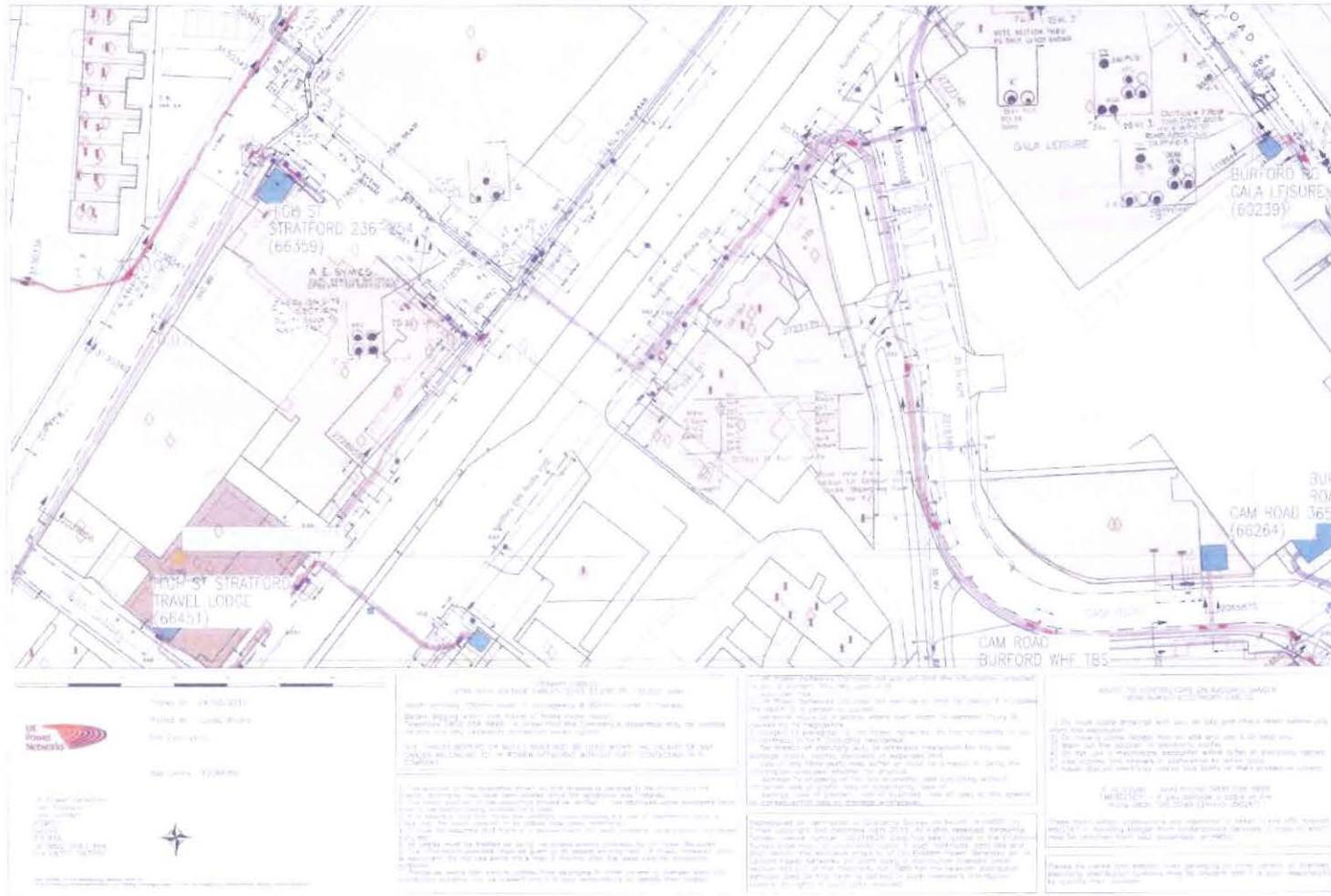
Development Principles	Design and Development -Public Realm Response
• Safeguarding of land for DLR North Route Double Tracking phase 2.	Not applicable to Public Realm development of Duncan House
• Consider retention of existing low-rise family housing where this does not prevent the achievement of wider regeneration objectives	Not applicable to Public Realm development of Duncan House
• Ensure early community consultation where specific development proposals or regeneration plans are brought forward	Achieved – Significant consultation has occurred throughout the design process with input at public forums, individually targeted meetings and information sessions. Refer to the Public Affairs documentation by Lexington Communications for this submission.
• Support the preparation of a Neighbourhood Plan where this conforms to the requirements of this site allocation and involves cooperation with the Council in its roles as landowner and housing authority	Not applicable to Public Realm development of Duncan House



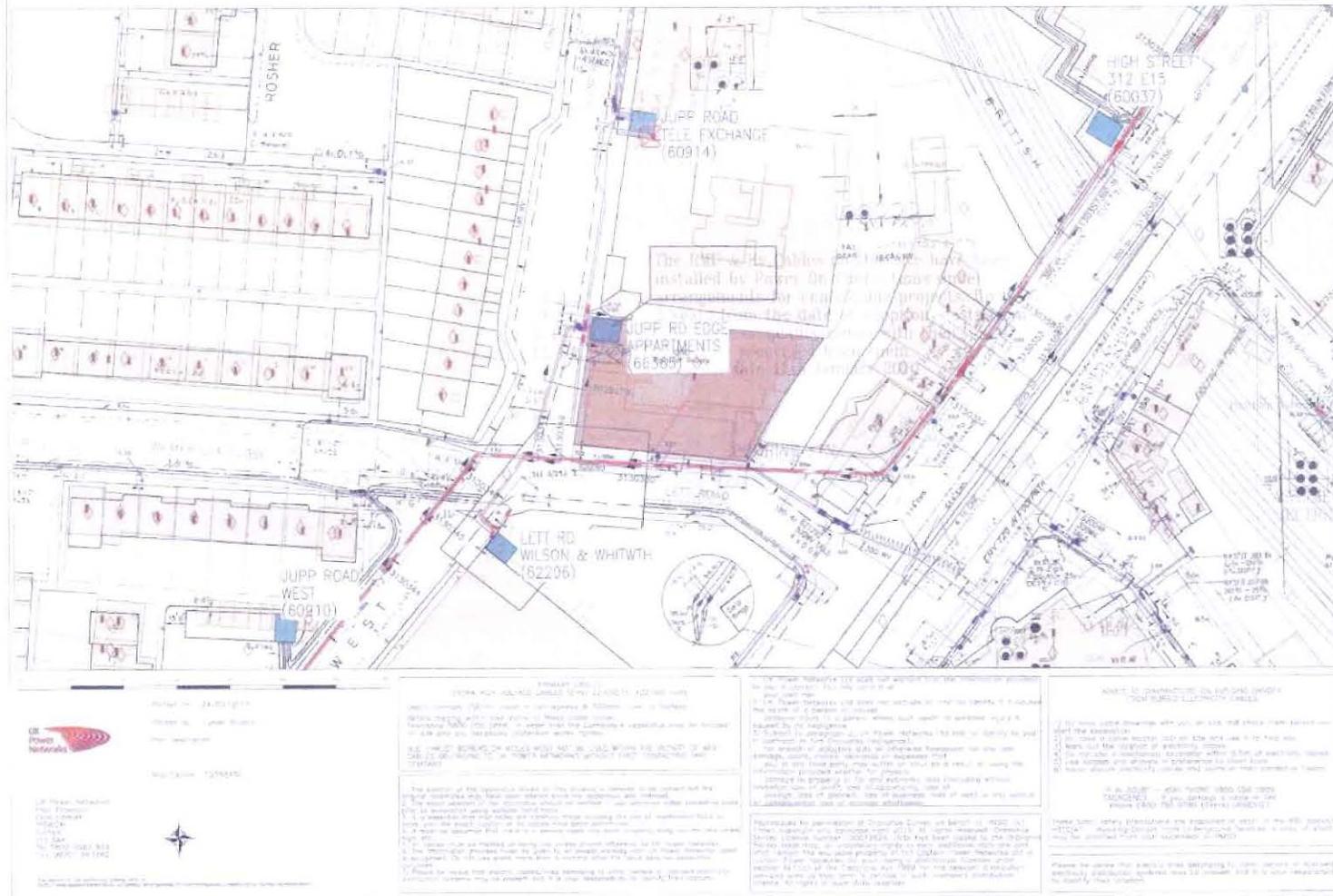
Figure 16. Extract from LLDC Local Plan Sub Area Guidance - Sub Area 3 – Central Stratford and Southern Queen Elizabeth Park -Figure 35

APPENDIX 2 - UNDERGROUND SERVICE PLANS





UNDERGROUND SERVICES PLAN - ELECTRICAL

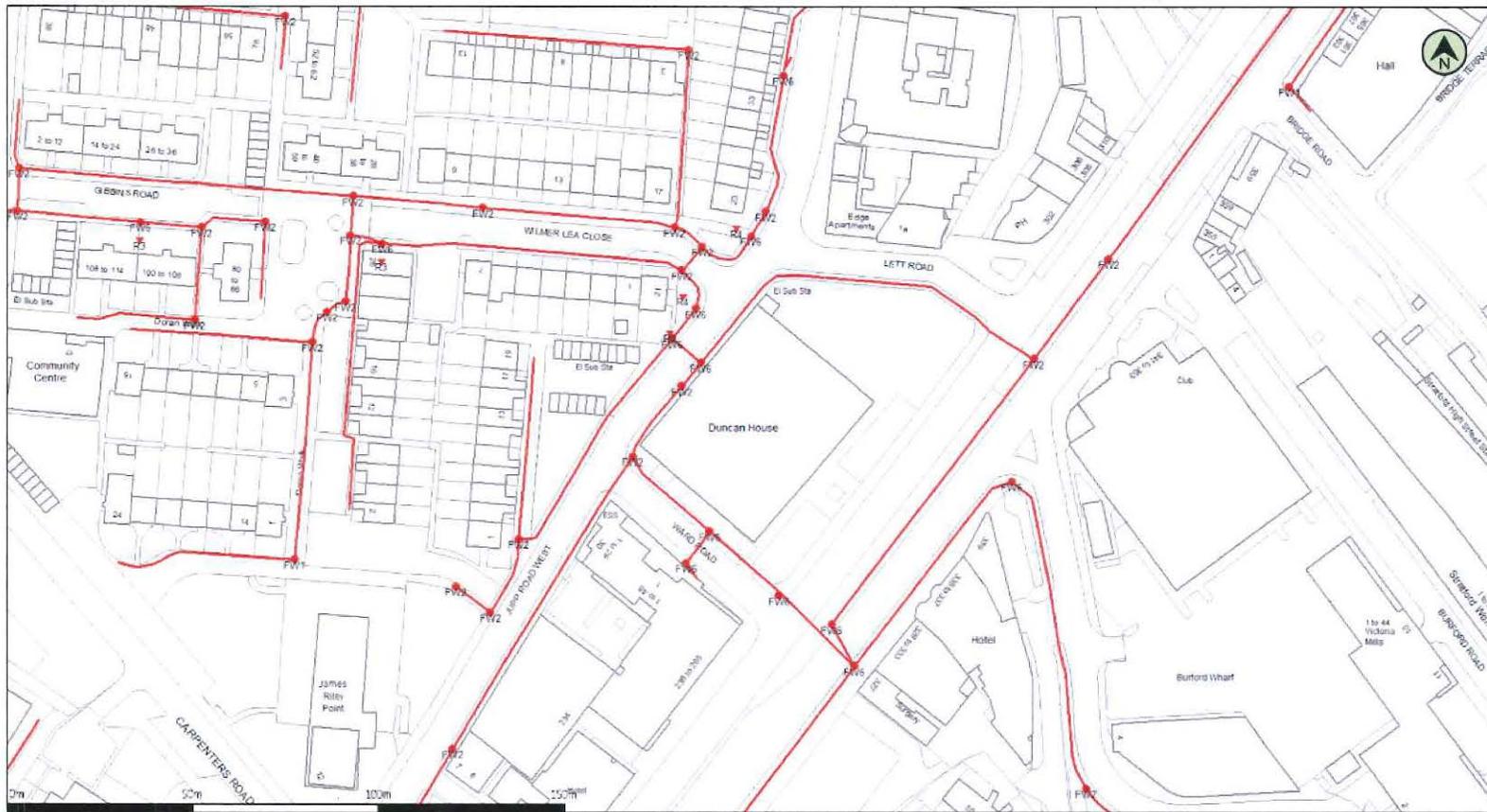


UNDERGROUND SERVICES PLAN - ELECTRICAL



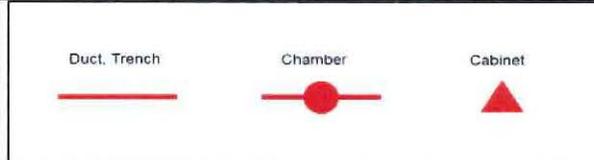
ID: NL_TE_Z5_3SWP_133028		View extent: 723m, 393m	Map not to be used for construction	Map 1 of 2 (GAS)
USER: Abdul.AJ	LP MAINS		<p>This plan shows those pipes owned by National Grid Gas plc in its role as a Licensed Gas Transporter (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by National Grid Gas plc or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HSE(G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near gas apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue.</p>	<p>MAPS Plot Server Version 1.8.0</p> <p>Requested by Watkin Jones & Son Ltd</p> <p>This plan is reproduced from or based on the OS map by National Grid Gas plc with the sanction of the controller of HM Stationery Office. Crown Copyright Reserved. Ordnance Survey Licence number 100024886</p>
DATE: 17/02/2015	MP MAINS			
DATA DATE: 16/02/2015	JP MAINS			
REF Former University of East London	LHP MAINS			
MAP REF: TQ3883	NHP MAINS			
CENTRE: 538603, 183990	<p>Approximate scale 1:2500 on A4 Colour Landscape</p>			
Valve	Depth of Cover	Syphon	Diameter Change	Material Change

UNDERGROUND SERVICES PLAN - GAS



(c) Crown Copyright and database rights 2011 Ordnance Survey 100019209 Date: 01/04/15 Scale: 1:1443 Map Centre: 538587,183995 Data updated: 22/02/15 Telecoms Plan A4

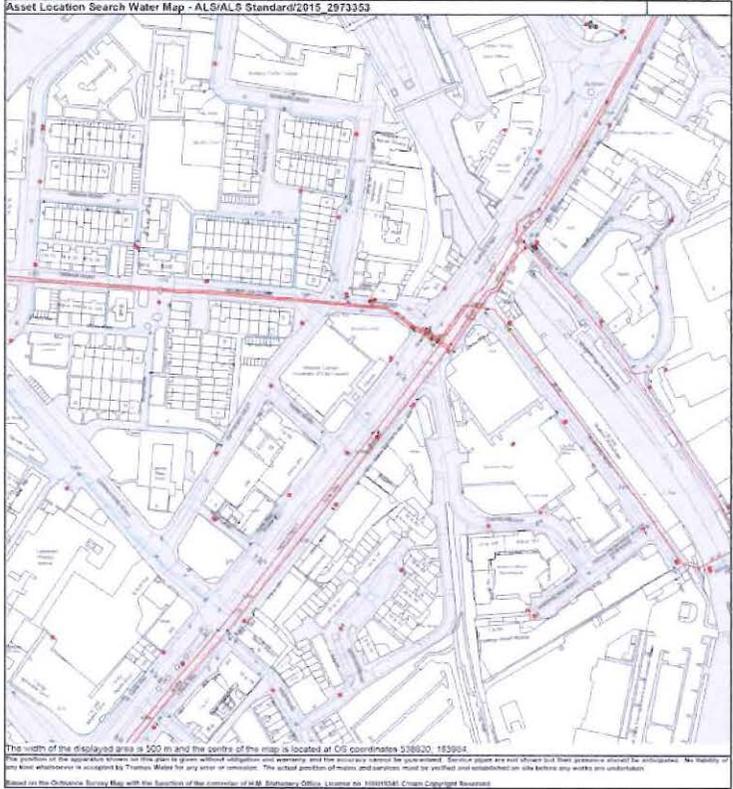
Important Information - please read
 The purpose of this plan is to identify Virgin Media apparatus. We have tried to make it as accurate as possible but we cannot warrant its accuracy. It is advised that where Virgin Media apparatus there may be indicators where other utility power cables have been placed inside green, rather than black ducting. Further details can be found using the 'Affected Properties' link which can be downloaded from this service.
 We do not accept any liability on this plan if you are carrying out any construction or other works on the vicinity of Virgin Media apparatus. The correct position of any underground service should be verified by cable locators, engineers, etc. and established on site before any excavation takes place. Accordingly, liability is due to the negligence of Virgin Media, its employees or agents. Virgin Media will not take any liability for any construction or excavations on this plan or for any loss or damage caused or arising from the use of and/or any reliance on this plan.
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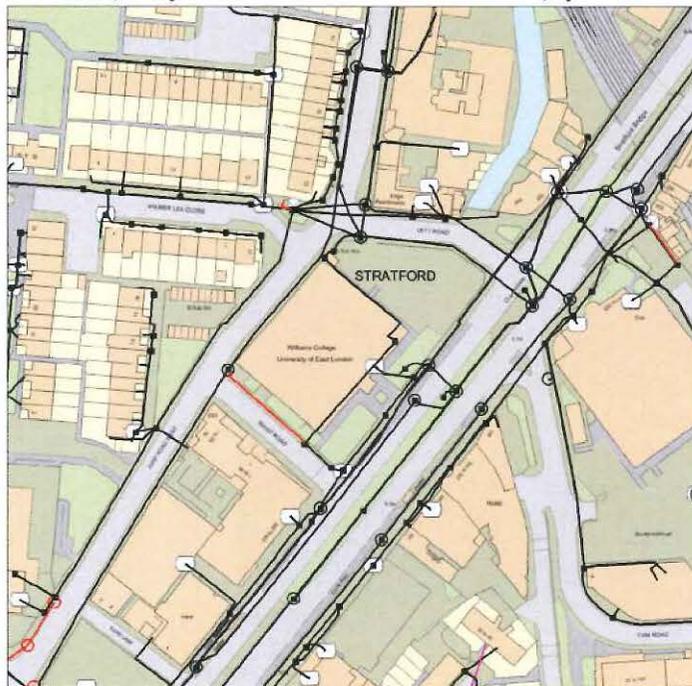
miridula.rao@virginmedia.co.uk



UNDERGROUND SERVICES PLAN - VIRGIN MEDIA



Maps by email Plant Information Reply



IMPORTANT WARNING

Information regarding the location of BT apparatus is given for your assistance and is intended for general guidance only. No guarantee is given of its accuracy. It should not be relied upon in the event of excavations or other works being made near to BT apparatus which may exist at various depths and may deviate from the marked route.

DIAL BEFORE YOU DIG FOR PROFESSIONAL ON SITE ASSISTANCE PRIOR TO COMMENCEMENT OF EXCAVATION WORKS

ADVANCE NOTICE REQUIRED
(office hours: Monday-Friday 09.00 to 17.00)

Tel: 0800 9173093
E-mail: dbyd@openreach.co.uk
Website: www.dialbeforeyoudig.com

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KEY TO BT SYMBOLS

	UNDERGROUND PLANT		POLE
	OVERHEAD PLANT		CABINET
	JOINT BOX		BURIED JOINT
	DISTRIBUTION POINT		JOINTING POST
	MANHOLE		PROPOSED U/G
	DP BOUNDARY		PROPOSED O/H
	OTHER BT BOUNDARY		PROPOSED BOX

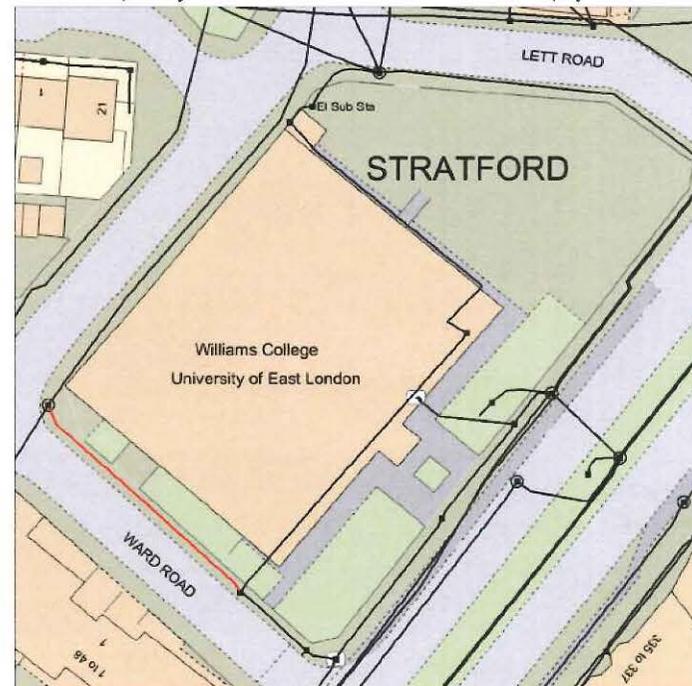
Other proposed plant is shown using dashed lines. BT symbols not listed above may be disregarded. Existing BT plant may not be recorded. Information valid at the time of preparation.

openreach
BT Group's Openreach

BT Ref: HWCOE355H
Map Reference: (centre) TQ396008991
Eastings/Northings: (centre) 533600, 105991
Issued: 30/06/2015 09:38:17

FOOTNOTE: WARNING IT IS ESSENTIAL THAT YOU CONTACT NATIONAL NETWORK HANDLING CENTRE BY EMAIL nnhc@openreach.co.uk BEFORE PROCEEDING WITH ANY WORK IN THE HATCHED AREA

Maps by email Plant Information Reply



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KEY TO BT SYMBOLS

	UNDERGROUND PLANT		POLE
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	JOINT BOX		BURIED JOINT
	DISTRIBUTION POINT		JOINTING POST
	MANHOLE		PROPOSED U/G
	DP BOUNDARY		PROPOSED O/H
	OTHER BT BOUNDARY		PROPOSED BOX

Other proposed plant is shown using dashed lines. BT symbols not listed above may be disregarded. Existing BT plant may not be recorded. Information valid at the time of preparation.

openreach
BT Group's Openreach

BT Ref: HVF09752
Map Reference: (centre) TQ396008991
Eastings/Northings: (centre) 533600, 105991
Issued: 30/06/2015 09:38:02

FOOTNOTE: WARNING IT IS ESSENTIAL THAT YOU CONTACT NATIONAL NETWORK HANDLING CENTRE BY EMAIL nnhc@openreach.co.uk BEFORE PROCEEDING WITH ANY WORK IN THE HATCHED AREA

APPENDIX 3 - WILDFLOWER ROOF DETAILS

LAYING GUIDE GREEN ROOFS

- Introduction
- Waterproof membrane
- Substrate retention
- Drainage
- Substrate options
- Irrigation
- Laying turf
- Watering
- Maintenance

Wildflower Roof Turf - laying guide ...

INTRODUCTION

Here is our pictorial guide for the establishment of our simple green roof system.

The intention is to give a step by step account of how to install the wildflower turf roof system.

Our turf is suitable for any green roof project using any manufacturers product.

Before starting

Ensure that the roof structure is of sufficient strength and suitably designed to support the combined saturated weight of the turf, substrate and irrigation system.

If unsure, it is advisable to consult a structural engineer, architect, or specialist contractor

Safety note

Please ensure that it is safe to work on the roof. If in doubt please refer to the Health & Safety Executive web site for further guidance and availability of publications.

Completed Wildflower roof projects

■ Various roof projects



■ Peppa Pig World | Paulsons Park, Hampshire



Laying Guide...

1 Waterproof Membrane

- Lay a waterproof membrane over the entire roof area. Consult a roofing contractor for an appropriate system.
- Pay attention to sealing around roof lights, vent stacks and other similar features where there is a higher risk of water ingress.
- The whole roof must be watertight. Take care not to puncture the membrane.



■ One manufacturer's product using a single ply membrane

2 Substrate Retention

- When using loose substrate, and in particular on steeply pitched roofs, provision must be made for a retaining system at the eaves and sides of the roof. This can be in the form of a wooden batten/barge board with accompanying fixing brackets or an engineered metal L shaped strip attached to the roof structure.



■ Engineered metal L shaped retaining profile

- Your architect or roofing contractor should advise you on the design and construction of this feature. Attention should be made to the watertightness of fixing points.

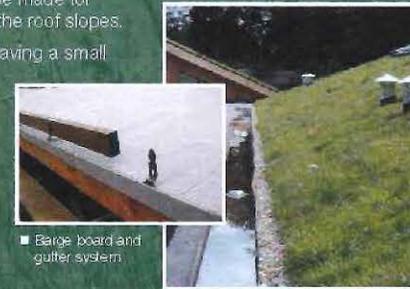
In addition to eaves retention it is advisable to install a line of our woven substrate sacks around the perimeter of the roof which provides the initial containment of the loose substrate whilst the turf establishes a root system.



■ Eaves and ridge substrate sacks

3 Drainage

- Adequate provision must be made for drainage at the bottom of the roof slopes.
- This can be achieved by leaving a small gap in the retention feature, or a strip back-filled with gravel or similar material.



■ Barge board and gutter system

■ Gravel and open gutter system

Wildflower Turf has been successfully installed at...
Paultons Park - Peppa Pig World | Highgrove | Natural History Museum

Wildflower Turf also supply film sets...
Harry Potter | Alice In Wonderland

Wildflower Turf have supplied...
The OLYMPICS 2012



**LAYING GUIDE
GREEN ROOFS**

- Introduction
- Waterproof membrane
- Substrate retention
- Drainage
- Substrate options
- Irrigation
- Laying turf
- Watering
- Maintenance

Laying Guide...

4 Substrate Layer Options

Option a - Loose substrate

- Lay a strip of geo-textile permeable membrane along the inside of the barge board to allow water to drain without washing out any substrate/soil in the process.



■ Permeable retaining material

- Fill area with substrate laid evenly at 100mm depth.



■ Spreading loose substrate

- Remember to allow 10% extra for settlement.

Option b - Loose substrate & Substrate sacks

- Using our 600x460x100mm woven substrate sacks, allow 3,8 sacks per m².
- Lay two lines of sacks around the perimeter of the roof and along the ridge.



■ Mixed substrate - bagged and loose substrate combination

- Backfill the remainder of the area with loose substrate to the same level as the sacks allowing 10% extra for settlement.
- Use some of the loose substrate to fill in the small spaces between the substrate sacks.



■ Fully completed

Laying Guide...

Option c - Substrate layer using sacks only

- Using our 600x400x100mm woven substrate sacks (allowing 3.8 sacks per m²) cover the whole roof area. Using sacks helps to give permanent structural strength.



■ Sacks and Screed

- Using loose substrate, apply a screed layer of substrate over the substrate sacks and brush in to ensure any gaps are properly filled.



■ Substrate sacks

5 Irrigation (optional, but recommended)

- Lay drip irrigation system, if required (recommended). Pipes should be laid across the gradient of the roof slope with T joints to a vertical supply/feeder pipe.



■ Drip irrigation kit installed

6 Laying Turf

- Lay the turf paying attention to abutting turf joints and ensuring turf roots are in contact with the substrate. Any gaps should be filled with loose substrate.



■ Turf laying in progress

7 Watering

- Water turf daily (if it does not rain) until the roots have established (allow two weeks minimum).
- Do not flood the turf when watering but ensure the substrate is damp.
- Once established revert to occasional watering as per the maintenance sheet.



■ Watering the turf

8 After Care

- For aftercare after the green roof is established please refer to the maintenance sheet on the next page.

Wildflower Turf has been successfully installed at...
Paultons Park - Peppa Pig World | Highgrove | Natural History Museum

Wildflower Turf also supply firm sets...
Harry Potter | Alice In Wonderland

Wildflower Turf have supplied...
The Olympics 2012



LAYING GUIDE GREEN ROOFS

- Introduction
- Waterproof membrane
- Substrate retention
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- Substrate options
- Irrigation
- Laying turf
- Watering
- Maintenance

Maintenance Guide...

There is **minimal** maintenance required for the Wildflower Turf.

1 Watering

- Once laid water the turf thoroughly, for the first week, depending on the weather. If the soil is not soaked before laying it is important to check that this initial watering soaks through to the soil beneath the turf. During this watering check by lifting a corner of the turf to ensure that the soil is damp.



- Watering the turf - this was on a roof so the harness is part of the safety procedure

Do not allow the turf to dry out during the time it establishes, which is roughly 2-3 weeks. For the first growing season it is important to water the turf occasionally during extended dry spells. Once well established the Wildflower Turf will tend to cope with most circumstances but the flowers will benefit from water during very dry periods.

2 Fertiliser

- No fertilizer is needed, although in some circumstances, for example on a green roof or where the turf is on very low fertility soil such as sand or gravel, the addition of a light dose of fertilizer at certain times of the year may improve plant development.



- Turf installed at Peppa Pig World at Paultons Park



- Turf in flower at Peppa Pig World at Paultons Park

Maintenance Guide...

3 Mowing

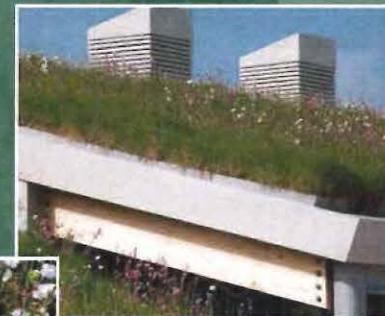
- Once established the Wildflower Turf requires very little maintenance. **however**, there is one important task to carry out each autumn; to cut the plants and remove these cuttings.
- This can be done by strimming and raking or using a mower and collecting the cuttings. Make sure these tools are sharp and try to minimize trafficking. Cutting the plants back to 1 to 2 inches (25mm to 50mm) in length is a vital part of their lifecycle and ensures that re-growth will continue year on year.
- This should be carried out in the autumn, ideally after the plants have set and shed their seed. Not only does this tidy up the area for the winter but it stops the senesced summer growth from covering the growing plant in a layer of rotting plant material.
- An open sward over the winter ensures healthy, disease free plants which can benefit from what light is available to them during these months. As the spring approaches the wildflowers and grasses are in the perfect position to develop flowers and seed heads quickly to repeat their perennial cycle thus guaranteeing a wildflower meadow year after year.



■ Strimming the turf back to 1-2 inches



■ Raking the cuttings into mounds ready to be removed a day later. This allows time for the seeds to drop back into the turf.



■ No fertilizer required for a healthy display of wild flowers

Wildflower Turf has been successfully installed at...
Paultons Park - Peppes Pig World | Highgrove | Natural History Museum

Wildflower Turf also supply film sets...
Harry Potter | Alice In Wonderland

Wildflower Turf have supplied...
The Olympics 2012



Species Mix

Grasses

Crested Dogtail (*Cynosurus cristatus*)

Sheep's Fescue (*Festuca ovina*)

Slender Creeping Red Fescue (*Festuca rubra* ssp. *littoralis*)

Flora

Autumn Hawkbit (*Scorzoneroides autumnalis*)

Bladder Champion (*Silene vulgaris*)

Common Sorrel (*Rumex acetosa*)

Cowslip (*Primula veris*)

Lady's Bedstraw (*Galium verum*)

Meadowsweet (*Filipendula ulmaria*)

Perforate St Johns Wort (*Hypericum perforatum*)

Ribwort Plantain (*Plantago lanceolata*)

Tufted Vetch (*Vicia cracca*)

Wild Red Clover (*Trifolium pratense*)

Black Medick (*Medicago lupulina*)

Rough Hawksbit (*Leontodon hispidus*)

Wild Pansy (*Viola tricolor*)

Betony (*Stachys officinalis*)

Cats Ear (*Hypochaeris radicata*)

Common Vetch (*Vicia sativa* ssp. *segetalis*)

Field Scabious (*Knautia arvensis*)

Meadow Buttercup (*Ranunculus acris*)

Musk Mallow (*Malva moschata*)

Ragged Robin (*Lychnis flos-cuculi*)

Salad Burnet (*Sanguisorba minor*)

Wild Carrot (*Daucus carota*)

White Champion (*Silene latifolia*)

Clustered Bellflower (*Campanula glomerata*)

Small Scabious (*Scabiosa columbaria*)

Thrift (*Armeria maritima*)

Birdsfoot Trefoil (*Lotus corniculatus*)

Common Knapweed (*Centaurea nigra*)

Common Toadflax (*Linaria vulgaris*)

Greater Hawkbit (*Leontodon hispidus*)

Meadow Cranesbill (*Geranium pratense*)

Ox Eye Daisy (*Leucanthemum vulgare*)

Red Champion (*Silene dioica*)

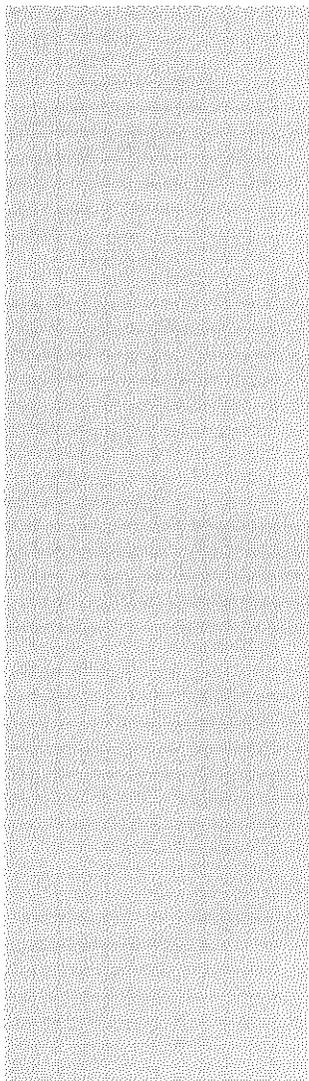
Self-heal (*Prunella vulgaris*)

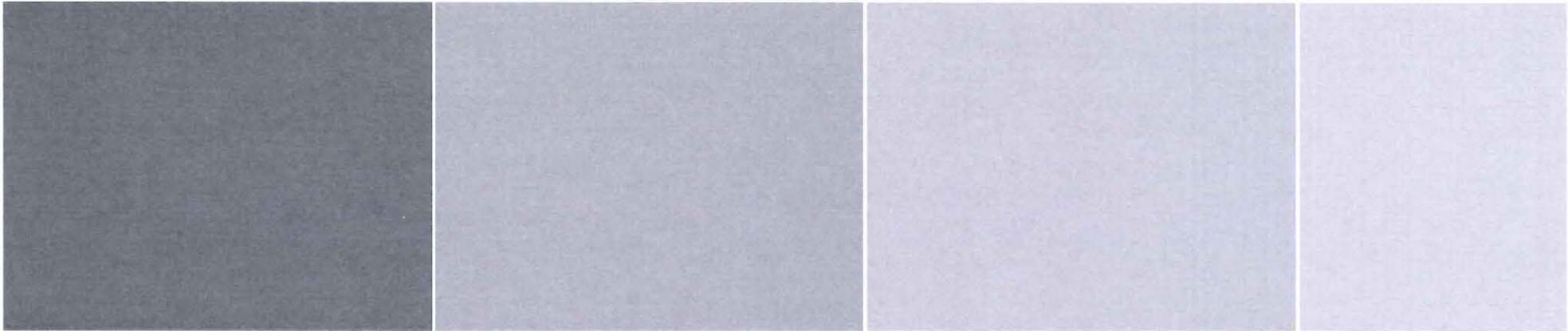
Wild Marjoram (*Origanum vulgare*)

Yarrow (*Achillea millefolium*)

Hoary Plantain (*Plantago media*)

Vipers Bugloss (*Echium vulgare*)





Gillespies LLP

Minton Chambers
12 Heaton's Court
Leeds
LS1 4LJ
www.gillespies.co.uk
T : 01132 470 770

GILLESPIES

APPENDIX 4
PLAN 2: PUBLIC REALM WORKS PLAN

rev	details	by	date
00	FIRST ISSUE	MG	15.09.15
01	PRELIMINARY	TB	12.11.15
02	PRELIMINARY	TB	13.11.15
03	PRELIMINARY	TB	18.11.15
04	PRELIMINARY	TB	20.11.15
05	PRELIMINARY - RED LINE BOUNDARY EDITED	TB	20.11.15
06	PRELIMINARY - NEW BUILDING FOOTPRINT	TB	20.11.15
07	KEY ADDED AND STATUS CHANGED	TB	23.11.15
08	DESIGN REVISED - FOR COMMENT	TB	22.02.16
09	DESIGN REVISED - FOR COMMENT	DCS	07.03.16
10	DESIGN REVISED - FOR COMMENT	DCS	07.03.16
11	DESIGN REVISED - VOID SPACE TREES AND SEATING	TB	17.03.16
12	DESIGN REVISED - TREES MULTI STEMMED - TIL CYCLES REMOVED	TB	29.03.16
13	DESIGN REVISED - STATUS ALTERED	TB	31.03.16
14	DESIGN REVISED - COLUMNS AND DROP KERBS ADDED	TB	08.04.16
15	DESIGN REVISED - WARD RD CYCLE STANDS ALTERED	TB	11.04.16

- Notes
- Do not scale from drawing, use figured dimensions only.
 - All dimensions to be checked onsite.
 - This drawing to be read in conjunction with all other Gillespies drawings and specifications.

- KEY
- Conservation type pavers (silver grey colour nom. 450 x 600mm)
 - Pavement of a similar specification extending into the building interior - refer to Architectural Package for further information
 - Tactile Ground Surface Indicators
 - Tarmac Road Surface
 - Granite Kerbs
 - Indicative light column locations (subject to detailed lighting design)
 - Existing trees to be retained in resin tree pit Refer to Tree Survey for details
 - Raised planter with concrete walls to contain ground planting and trees
 - Proposed tree planting in metal grille Species as noted
 - Free standing bench - Concrete / Timber smooth face 1800 x 600 x 500mm High
 - Stepped seating wall - 760 mm height. Vented for airflow from car park underneath.
 - Bike stands - Steel set at 800mm centres

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Project title
Duncan House Stratford

Drawing title
Landscape Plan General Arrangement

Drawing status
FOR PLANNING

Drawing number
M5290 100

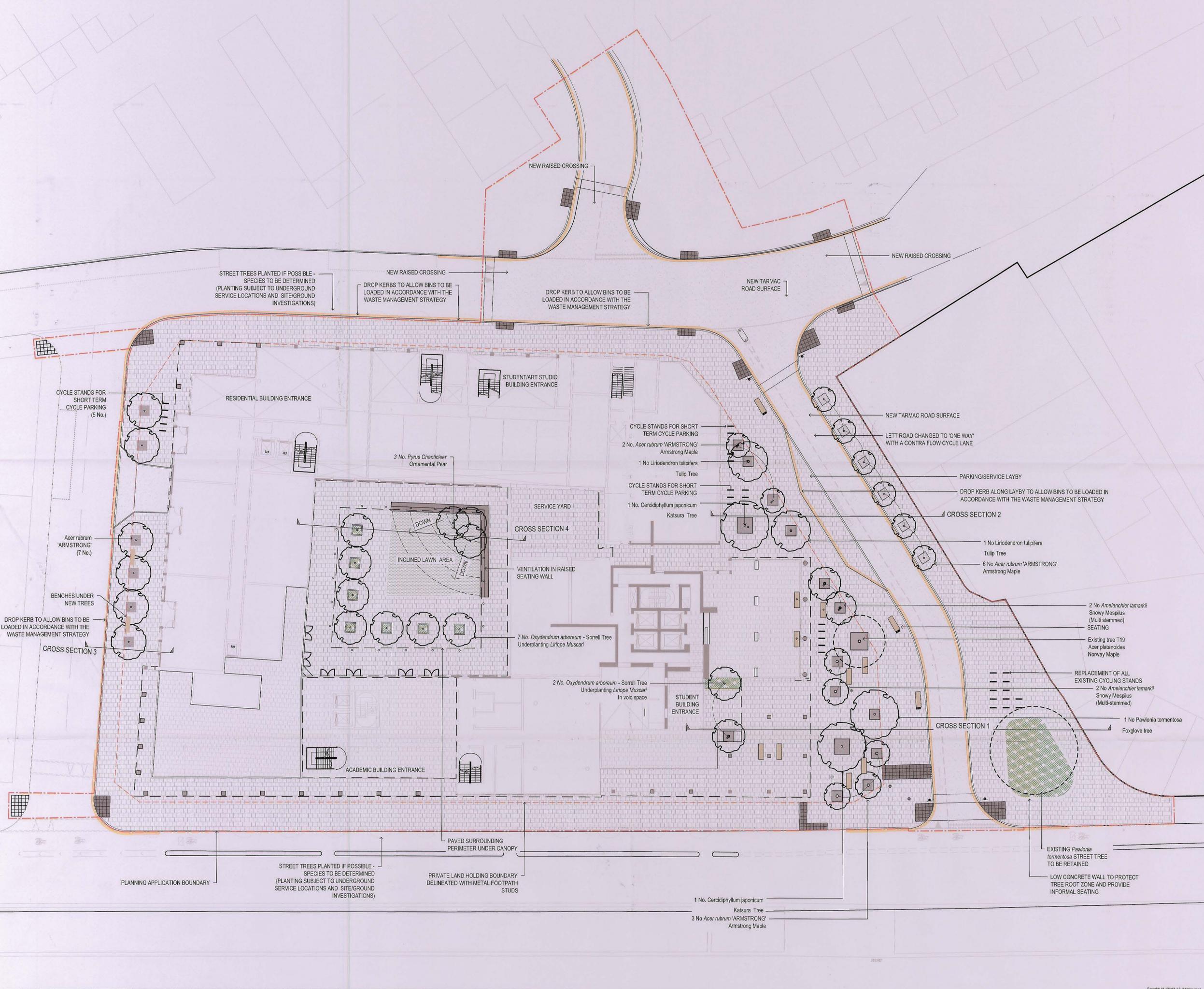
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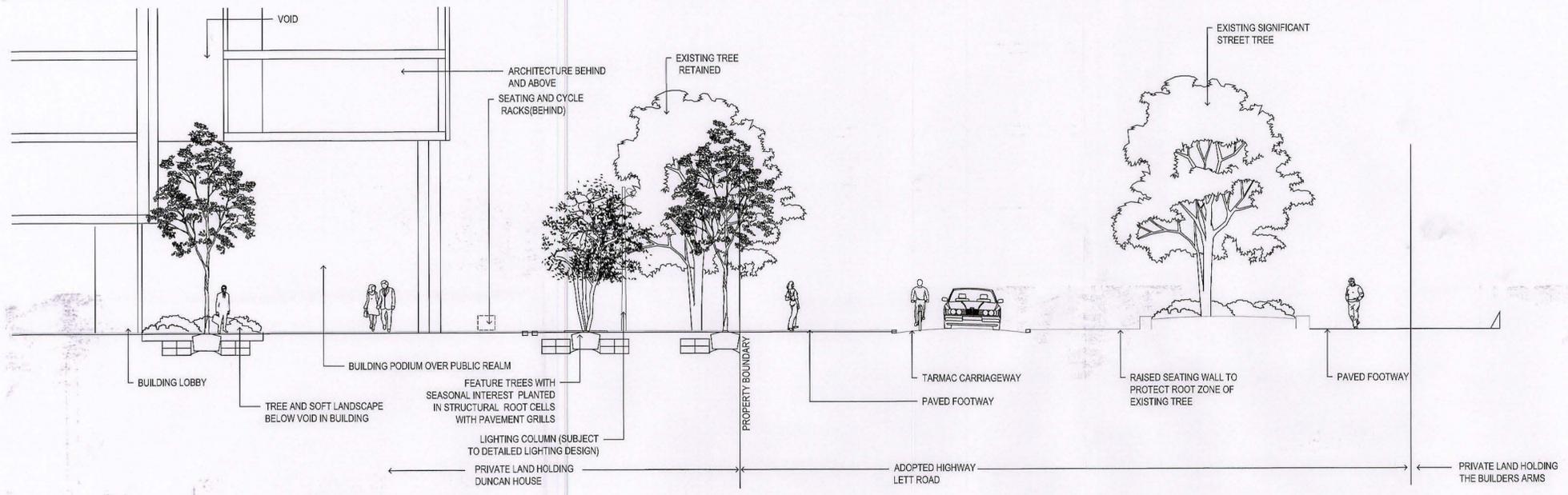
Date
15.09.15

Drwn
MG

Chk'd
TB

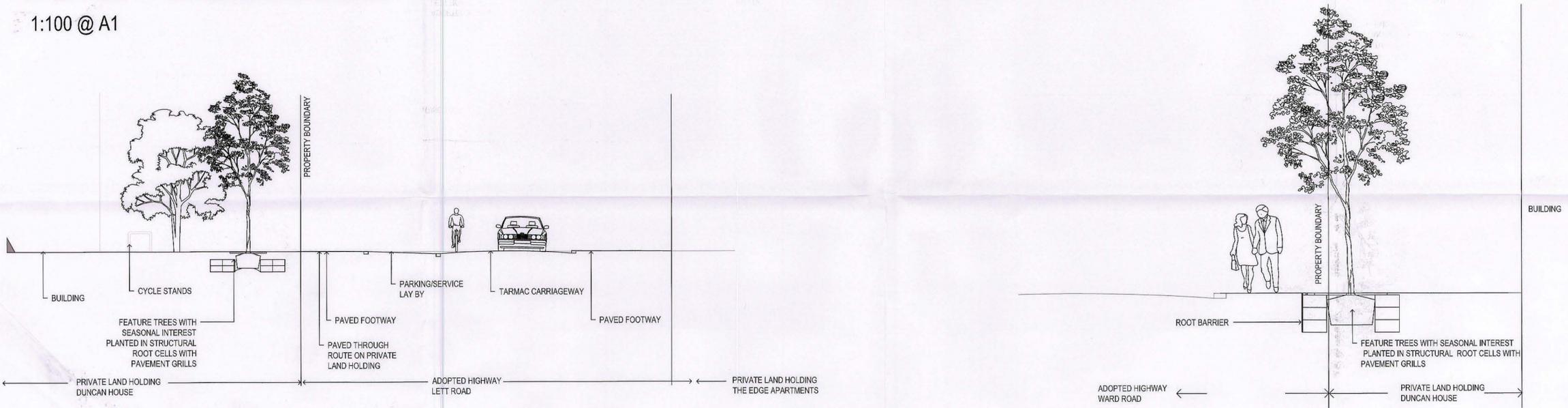
Rev
15





Cross Section 1 - Lett Road at the Builders Arms

1:100 @ A1

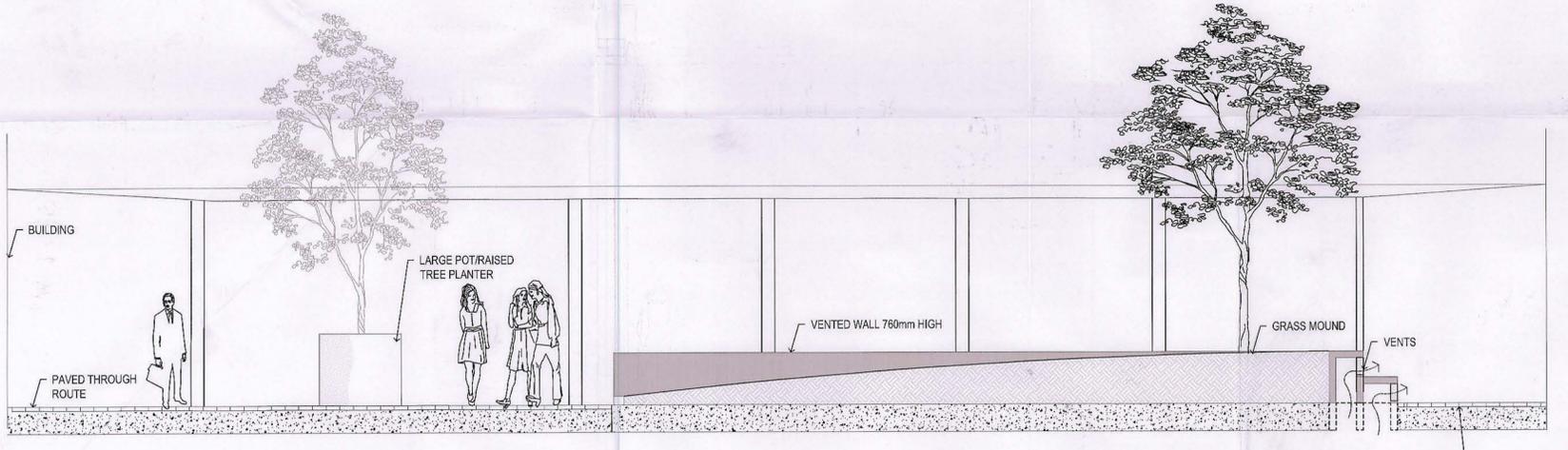


Cross Section 2 - Lett Road at The Edge Apartments

1:100@A1

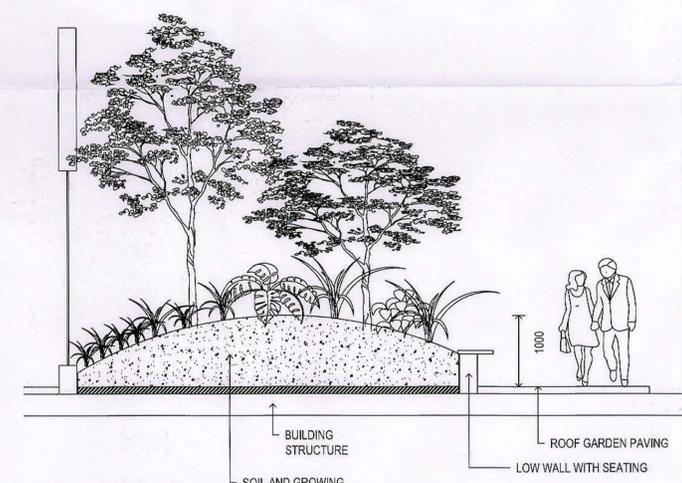
Cross Section 3 - Ward Road curtilage

1:50@A1



Cross Section 4 - Level 1 Courtyard

1:50@A1



Cross Section 5 - Level 4 Roof Garden southern edge

1:50@A1

rev	details	by	date
00	PRELIMINARY	TB	18.11.15
01	PRELIMINARY	TB	20.11.15
02	PRELIMINARY	TB	20.11.15
03	STATUS CHANGED	TB	23.11.15
04	DESIGN REVISED	TB	11.03.16
05	Section 1 REVISED	TB	14.03.16
06	Section 1 REVISED	TB	17.03.16
07	Section 1 and 2 REVISED	TB	29.03.16
08	Section 1 and 4 REVISED	TB	31.03.16

- Notes
1. Do not scale from drawing, use figured dimensions only.
 2. All dimensions to be checked onsite.
 3. This drawing to be read in conjunction with all other Gillespies drawings and specifications.

Site plan

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Project title
**Duncan House
 Stratford**

Drawing title
**Landscape Plan
 CROSS SECTIONS**

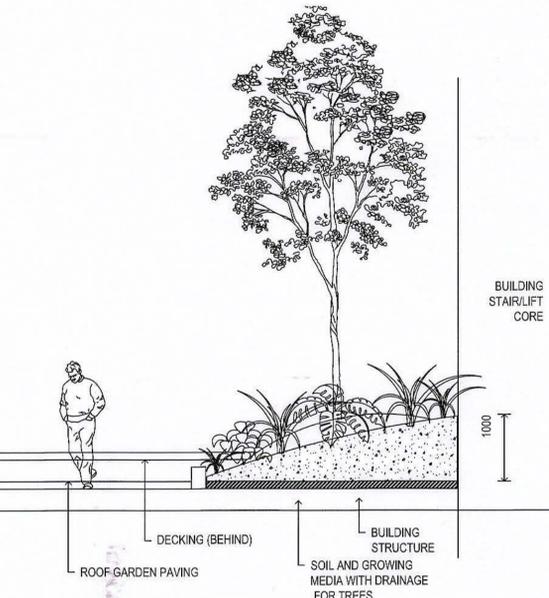
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PLANNING	As Shown	KT
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	13.11.15	TB
Drawing number		Rev
M5290 102		08

Client

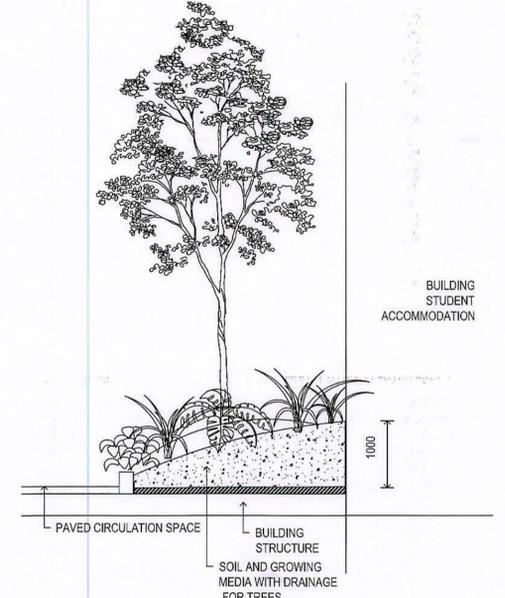
Milton Chambers, 12 Heaters Court, Leeds LS1 4J
 P: 0113 247 0550 F: 0113 247 0600 E: design.team@gillespies.co.uk

rev	details	by	date
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01	STATUS CHANGED	TB	23.11.15
02	DESIGN REVISED - PLANTING REVISED	TB	14.03.16
03	DESIGN REVISED - PLANTING REVISED	TB	31.03.16

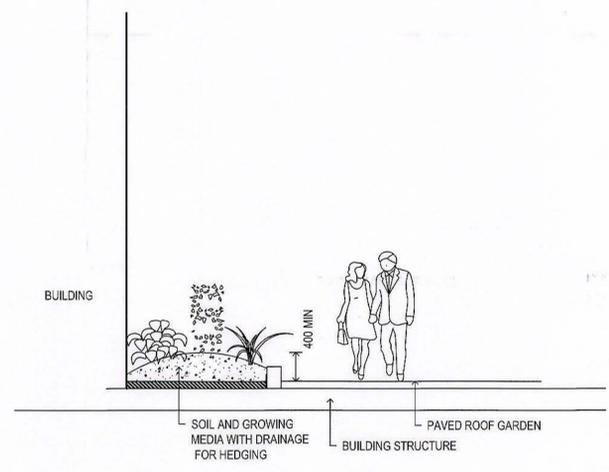
- Notes
- Do not scale from drawing, use figured dimensions only.
 - All dimensions to be checked onsite.
 - This drawing to be read in conjunction with all other Gillespies drawings and specifications.



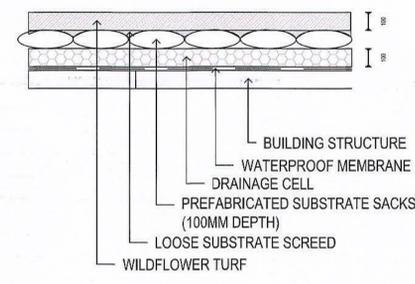
Cross Section 6 - Level 4 Roof Garden adjacent to Stair
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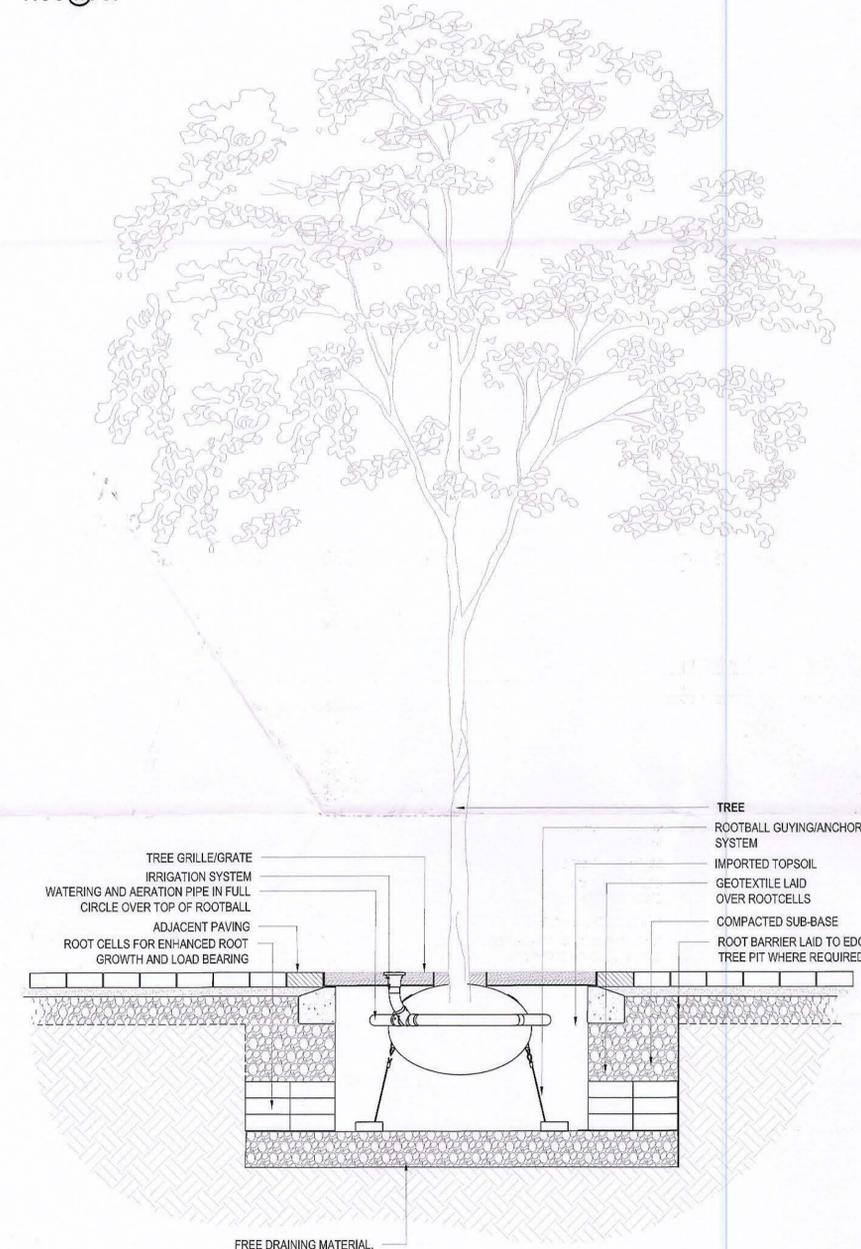
Cross Section 7 - Level 4 Roof Garden adjacent to Tower
1:50@A1



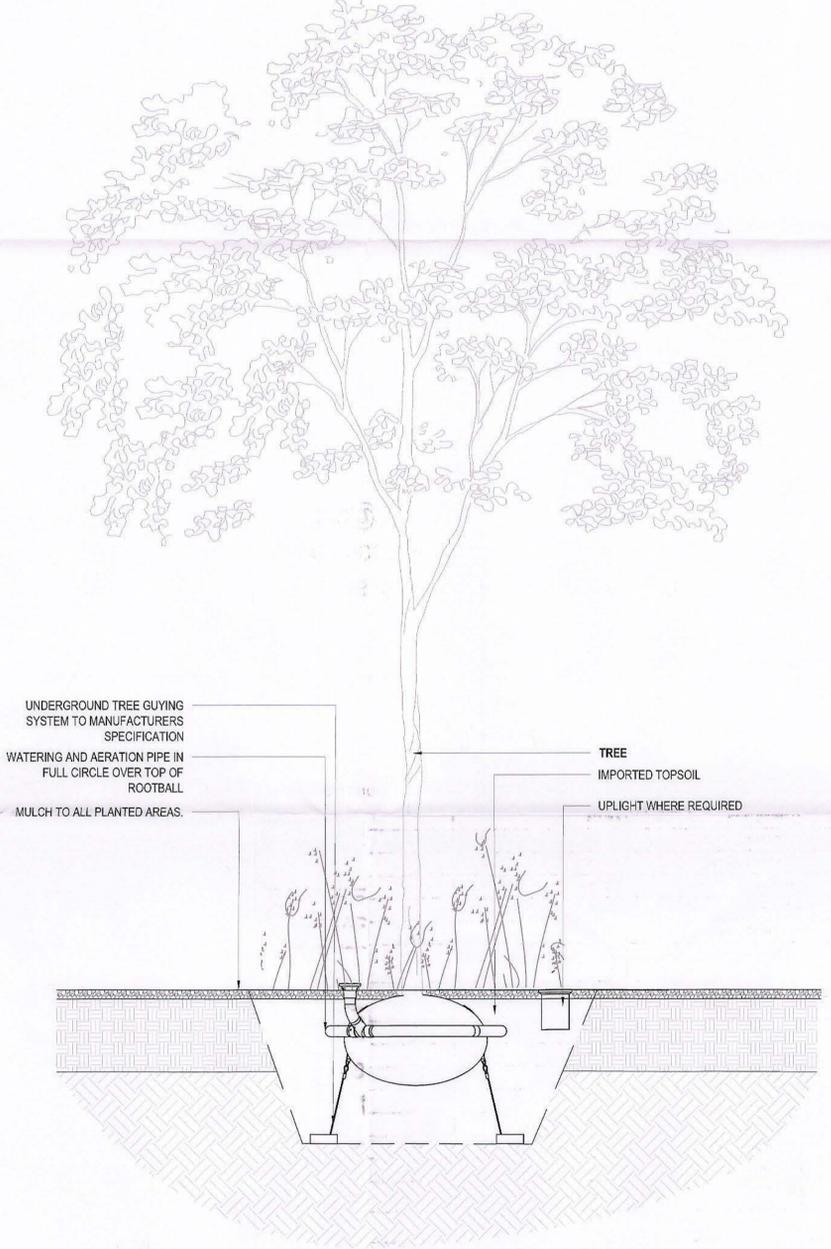
Cross Section 8 - Level 6 Roof Garden adjacent to Flat
1:50@A1



Detail 1 - Typical Wildflower Roof Profile
1:20@A1



Detail 2 - Typical Tree in hardscape detail
1:20@A1



Detail 3 - Typical Tree in softscape detail
1:20@A1

INDICATIVE PLANT LIST			
BOTANIC NAME	COMMON NAME	TYPICAL INSTALLATION SIZE	COMMENT
GROUND LEVEL PUBLIC AREAS			
TREES			
<i>Acer rubrum</i> 'Armstrong'	Armstrong Red Maple	4.0 m tall 25-30 cm girth	Min 2.0 M Clear Stem
<i>Amelanchier lamarckii</i>	Snowy Mesplus (multi-stemmed)	4.0 m tall 25-30 cm girth	Min 2.0 M Clear Stem
<i>Cercidiphyllum japonicum</i>	Katsura Tree	4.0 m tall 25-30 cm girth	Min 2.0 M Clear Stem
<i>Liriodendron tulipifera</i>	Tulip Tree	4.0 m tall 25-30 cm girth	Min 2.0 M Clear Stem
<i>Pawlonia tomentosa</i>	Foxglove Tree	4.0 m tall 25-30 cm girth	Min 2.0 M Clear Stem
GROUND PLANTING			
<i>Liriope muscari</i>	Liriope	2 Lt pots	
ACADEMIC LEVEL ONE COURTYARD			
TREES			
<i>Oxydendrum arboreum</i>	Sourwood	3.0m tall 20-25 cm girth	Min 1.5 m Clear Stem
<i>Pyrus Chanticleer</i>	Ornamental Pear	3.0m tall 20-25 cm girth	Min 1.5 m Clear Stem
GROUND PLANTING			
<i>Dryopteris dilatata</i>	Broad buckler fern	2 ltr pot	
<i>Hosta crispula</i>	Hosta	2 ltr pot	
<i>Pachysandra terminalis</i>	Pachysandra	2 ltr pot	
ROOF GARDENS			
TREES			
<i>Amelanchier lamarckii</i>	Snowy mesplus	3.0m tall 20 -25cm girth	Min 1.5 m Clear Stem
GROUND PLANTING			
<i>Achillea millefolium</i>	Yarrow	2 ltr pot	
<i>Briza media</i>	Quaking-grass	2 ltr pot	
<i>Centaurea cyanus</i>	Cornflower	2 ltr pot	
<i>Cornus sanguinea</i>	Common Dogwood	2 ltr pot	
<i>Digitalis purpurea</i>	Foxglove	2 ltr pot	
<i>Dryopteris filix-ma</i>	Male fern	2 ltr pot	
<i>Geranium sanguineum</i>	Bloody crane's-bill	2 ltr pot	
<i>Hosta crispula</i>	Hosta	2 ltr pot	
<i>Hyacinthoides non-scriptus</i> (English variety)	Bluebells	2 ltr pot	
<i>Kriphofia uvaria</i>	Red-hot poker	2 ltr pot	
<i>Lavender angustifolia</i>	Common lavender	2 ltr pot	
<i>Molinia caerulea</i>	Purple moor-grass	2 ltr pot	
<i>Origanum vulgare</i>	Wild Marjoram	2 ltr pot	
<i>Pachysandra terminalis</i>	Pachysandra	2 ltr pot	
<i>Polypodium vulgare</i>	Common Polypod	2 ltr pot	
<i>Rosmarinus officinalis</i>	Common Rosemary	2 ltr pot	
<i>Thymus vulgaris</i>	Common Thyme	2 ltr pot	

Note - for Wildflower Roof Species refer Appendix of Landscape and Public Realm Report - a proprietary mix is proposed from Wildflower Turf Ltd.

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Project title
**Duncan House
Stratford**

Drawing title
**Landscape Plan
Sections and Details**

Drawing status
PLANNING

Drawing number
M5290 103

Scale
As Shown

Date
13.11.15

Drwn
KT

Chk'd
TB

Rev
03

Client
WATKIN JONES GROUP

GILLESPIES

16/16a Chambers, 12 Weston Court, Leeds LS1 4LJ
P: 0113 247 0558 F: 0113 247 0660 E: design@gillespies.co.uk

APPENDIX 5
AFFORDABLE HOUSING PLAN

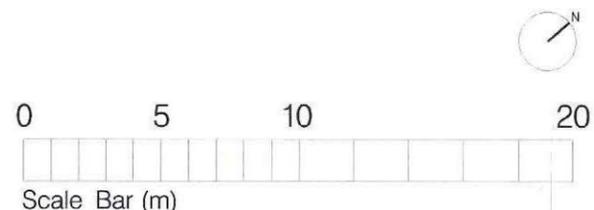


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 SD Studios
 1 Kelce Place
 Manchester M15 4LE
 t: +44(0)161 832 8842
 e: mail@hodderandpartners.com
 w: www.hodderandpartners.com
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 Structural Engineers' and Services Engineers' drawings.
 Confirm all dimensions before commencement of any
 work on site or fabrication.

revisions + notes:
 REV. - 201115 Planning Issue
 REV. A 031215 Indication of solid panels
 REV. B 12/01/16 Waste Strategy /M&E /Fire Review WIP
 REV. C 29/01/16 Planning Amendments
 REV. D 09/02/16 Second escape stair in Academic building added
 Structure updated in student demise. Room
 layouts adjusted to suit.
 REV. E 10/02/16 Alternate entrance option
 REV. F 23/02/16 Reverted to previous podium arrangement. Student room
 numbering and area outlines added. Tower structure
 updated to Tier drawings issued 24/02/2015.
 REV. G 24/02/16

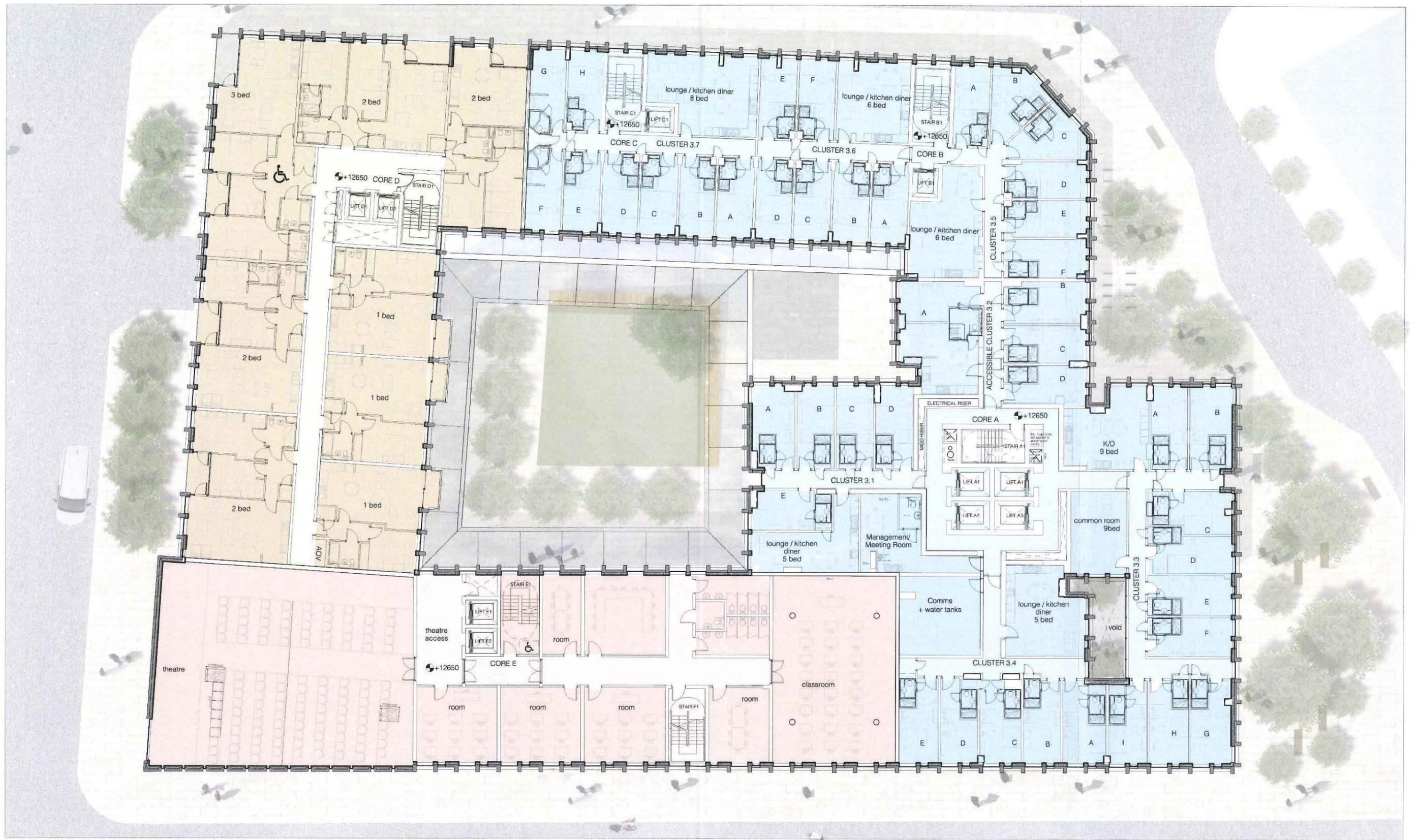
REV. K 07/03/16 Reduced height scheme with podium amendments
 over student residential entrance
 REV. L 11/03/16 Envelope detail added
 REV. M 16/03/16 Residential layout updated
 REV. N 22/04/16 Residential layout updated

- Student
- Academic
- Private
- Affordable
- Shared Ownership



client: WATKIN JONES
 date: APRIL 2016
 project: DUNCAN HOUSE, STRATFORD
 scale: 1:250@A3
 drawn by: AV
 title: PROPOSED 02 FLOOR PLAN
 drawing number: L(-)J02
 status: PLANNING
 job number: 0584
 revision: N

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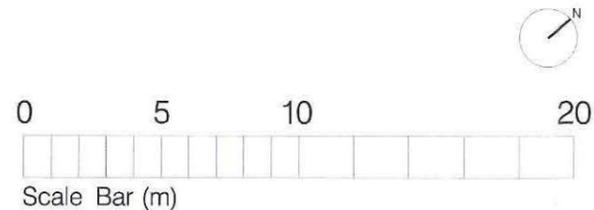


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 SGI Studios
 1 Kelso Place
 Manchester M15 4LE
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revisions + notes:
 REV. - 2011/15 Planning Issue
 REV. A 03/12/15 Indication of solid panels
 REV. B 12/01/16 Waste Strategy /M&E /Fire Review WIP
 REV. C 29/01/16 Planning Amendments
 REV. D 01/02/16 Planning Amendments
 REV. E 09/02/16 Second escape stair in Academic building added
 REV. F 10/02/16 Structure updated in student demise. Room layouts adjusted to suit.
 REV. G 23/02/16 Alternate entrance option
 REV. H 24/02/16 Reverted to previous podium arrangement. Student room numbering and area outlines added. Tower structure updated to Tier drawings issued 24/02/2015.

REV. K 07/03/16 Reduced height scheme with podium amendments over student residential entrance
 REV. L 11/03/16 Envelope detail added
 REV. M 16/03/16 Residential layout updated
 REV. N 22/04/16 Residential layout updated
 REV. O 21/07/16 Residential tenures amended to 50% affordable

- Student
- Academic
- Private
- Affordable
- Shared Ownership



client: WATKIN JONES
project: DUNCAN HOUSE, STRATFORD
title: PROPOSED 03 FLOOR PLAN
status: PLANNING
date: APRIL 2016
scale: 1:250@A3
drawing number: L(-)J003
job number: 0584
revision: 0
drawn by: AV

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