

DATED 31 DECEMBER 2021

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) VULCAN WHARF HOLDINGS LLP

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990
and all other powers enabling
relating to land adjacent to
Vulcan Wharf, Cooks Road, Stratford, London, E15 2PW



Pinsent Masons

CONTENTS

	Page
1 INTERPRETATION	1
2 EFFECT OF THIS AGREEMENT	7
3 CONDITIONALITY	8
4 THE DEVELOPER'S COVENANTS WITH THE LPA	8
5 THE LPA'S COVENANTS WITH THE DEVELOPER	9
6 NOTICES	9
7 SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	10
8 VERIFICATION AND ENFORCEMENT	10
9 DISPUTE RESOLUTION	10
10 NO WAIVER	11
11 DUTY TO ACT REASONABLY AND IN GOOD FAITH	11
12 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	11
13 THE LPA'S COSTS	12
14 FINANCIAL CONTRIBUTIONS AND INDEXATION	12
15 INTEREST	12
16 JURISDICTION AND LEGAL EFFECT	12
17 EXECUTION	12
SCHEDULE 1 - AFFORDABLE HOUSING	13
SCHEDULE 2 - VIABILITY REVIEW	25
SCHEDULE 3 - WORKSPACE AND EMPLOYMENT	38
SCHEDULE 4 - ESTATE MANAGEMENT	42
SCHEDULE 5 - SUSTAINABILITY	43
SCHEDULE 6 - DESIGN MONITORING	47
PART 1 - ORIGINAL DESIGN PRINCIPLES	54
PART 2 - MONITORING TEAM - ACTIONS AND DELIVERABLES	56
SCHEDULE 7 - TRANSPORT AND HIGHWAYS	60
SCHEDULE 8 - TRAVEL PLAN	64
SCHEDULE 9 - NOISE MITIGATION AND MANAGEMENT	68

APPENDIX 1 - DRAFT PLANNING PERMISSION	70
APPENDIX 2 - PLAN 1	71
APPENDIX 3 - PLAN 2	72
APPENDIX 4 – COMMERCIAL WORKSPACE PLANS	73
APPENDIX 5 - COMMERCIAL BLUE BADGE PARKING SPACES	74
APPENDIX 6 - RESIDENTIAL BLUE BADGE PARKING SPACES	75
APPENDIX 7 - AFFORDABLE HOUSING PLANS	76

THIS AGREEMENT is made on

31st DECEMBER

2021

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA"); and
- (2) **VULCAN WHARF HOLDINGS LLP** (Limited Liability Partnership No. OC424322) of One, York Road, Uxbridge, Middlesex, UB8 1RN (the "Developer").

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer is the owner of the freehold interest in the Site which is registered at the Land Registry with Title Numbers EGL58203 and 447656.
- (C) The Planning Application was validated by the LPA on 18 August 2020.
- (D) On 15th December 2020, the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (E) 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.
- (F) 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.

IT IS AGREED as follows:-

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:-

"1980 Act"	means the Highways Act 1980
"1990 Act"	means the Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Building"	means a building comprised in the Development being one of the buildings identified on Plan 2
"Commencement"	means the carrying out of a material operation comprised in the Development (or such part as may be specified) as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) any Preparatory Works and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced

"Commercial Workspace"	means all Class B1(c), Class B8, Class A1, Class A2 and Class A3 units as indicated edged pink, edged yellow and edged purple on the Commercial Workspace Plans
"Commercial Workspace Plans"	means together Plan 3a and Plan 3b showing the location of the Commercial Workspace and which are attached at Appendix 4 of this Agreement
"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"	means to 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"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Construction Contract"	means a contract for the construction of the Development in such form as is customarily used in the industry
"Council"	means the London Borough of Newham and its successor in function
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties or any of them 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) and for the avoidance of doubt and without limitation "Dispute" shall include a situation where a Consent has been sought from a Party and has either been refused or is considered by a Party to have been unreasonably delayed
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof and "First Occupy" and "First Occupier" shall be construed accordingly
"GLA"	means the Greater London Authority or its successor in function
"Highway Authority"	means the Council or its successors in function
"Index"	means (unless otherwise specified in this Agreement) the All-in Tender Price Index for Greater London published by the Building Cost Information Service or if the same shall cease to be published such alternative index agreed by the LPA and the Developer

"Indexed"	means in relation to a sum that it is to be increased in accordance with Clause 14.2
"Interest"	means interest at 3% (three per cent) above the base lending rate of Barclays Bank Plc from time to time
"Occupy", "Occupied" 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 or marketing
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them
"Plan 1"	means the plan attached at Appendix 2 of this Agreement showing the Site
"Plan 2"	means the plan attached at Appendix 3 of this Agreement showing the Buildings
"Plan 3a"	means the plan numbered VWB-ASA-ZZ-00-DR-A-0220-P2 (reduced) attached at Appendix 4 showing part of the Commercial Workspace
"Plan 3b"	means the plan numbered VWB-ASA-ZZ-01-DR-A-0221-P2 (reduced) attached at Appendix 4 showing part of the Commercial Workspace
"Plan 4"	means the plan attached at Appendix 5 of this Agreement showing the Commercial Blue Badge Parking Space
"Plan 5"	means the plan attached at Appendix 6 of this Agreement showing the Residential Blue Badge Parking Spaces
"Planning Application"	means the application for full planning permission for the demolition of the existing buildings and redevelopment of the site to provide buildings between two and 14 storeys in height to include 457 residential units (Use Class C3), 5,594sqm (GEA) of storage and distribution floorspace (Use Class B8), 3,494sqm (GEA) of light industrial floorspace (Use Class B1c) and 180sqm (GEA) of retail floorspace (Use Classes A1/A2/A3), with car and cycle parking and associated hard and soft landscaping and given reference number 20/00307/FUL by the LPA
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 1

"Preparatory Works"	<p>means the following enabling works:</p> <ul style="list-style-type: none"> (a) archaeological investigations; (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions; (c) site clearance; (d) demolition of existing buildings On Site; (e) the erection of hoardings or other means of enclosure for site security operations; (f) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development; (g) (so far as is necessary) the creation of temporary access to the Site; and (h) (so far as is necessary) the diversion of services;
"Private Residential Units"	means Residential Units which are not Affordable Housing Units (as defined in Schedule 1)
"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer 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 in this Agreement) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development) and the obligation in question
"Requisite Consents"	means 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 Unit"	means a residential unit provided as part of the Development and the phrase "Residential Units" shall be construed accordingly

"Substantial Implementation"

means:

- (a) Commencement of Development has occurred;
- (b) the foundations of the Development have been completed;
- (c) construction has been completed to 150mm above finished ground floor level; and
- (d) a Construction Contract is let and certified documentary evidence of the same is provided to the LPA (which may be redacted only to exclude irrelevant or commercially sensitive information),

and Substantially Implement or Substantially Implemented shall be construed accordingly

"Site"

means the land shown edged red on Plan 1

"TfL"

means Transport for London or its successor in function

"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

"Working Day"

means 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) Recital is to a Recital to this Agreement; and
- (e) 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 include its successors to the functions of the LPA;
 - 1.2.7 references to the LPA include its successor bodies in function;
 - 1.2.8 "including" means "including without limitation";
 - 1.2.9 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;
 - 1.2.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
 - 1.2.11 any obligation, covenant, undertaking or agreement by the Developer 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;
 - 1.2.12 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 9 the findings of the Expert shall (save in relation to fraud or 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 Developer is subject to the obtaining or securing of Requisite Consents the Developer 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 Developer 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.

1.7 The Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.

2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.

2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Developer 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 Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.

2.4 Without prejudice to paragraph 9 of Schedule 1 to this Agreement the obligations contained within this Agreement shall not be binding upon nor enforceable against:-

2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;

2.4.2 individual owners tenants and occupiers of the Affordable Housing Units and their individual mortgagees and chargees and those deriving title from them;

2.4.3 individual owners tenants and occupiers of the Private Residential Units and their individual mortgagees and chargees and those deriving title from them; or

2.4.4 any Affordable Housing Provider (and their mortgagees and chargees) except in relation to the obligations in Schedule 1 to this Agreement which shall bind such parties notwithstanding Clause 2.7 below.

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 (save for interests in the nature of an easement or the benefit of a restriction or similar) 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 or its respective statutory successor in function.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) 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

3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development,

save for:

3.1.3 the provisions of this Clause 3, Clauses 1, 2, 4, 5, 6, 9, 10, 11, 12, 13, 15, 16 and 17 and paragraph 3 of Schedule 7 which shall come into effect immediately upon completion of this Agreement; and

3.1.4 the provisions of paragraph 2 of Schedule 1, paragraph 2 of Schedule 2, paragraphs 3.1 and 4.1 of Schedule 5, Schedule 6 and paragraph 2.3 of Schedule 7 (and all instances where express provision is made for a covenant or obligation to be performed prior to Commencement of Development) which shall come into effect upon the grant of the Planning Permission.

4. THE DEVELOPER'S COVENANTS WITH THE LPA

4.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it shall:-

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement (subject for the avoidance of doubt to Clause 3 above);

4.1.2 not encumber or otherwise deal with its interest 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

4.1.3 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 (twenty-one) days of the notice and the notice shall confirm and provide evidence that this is the case.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

- 5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.
- 5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 (ten) years of the date of receipt by the LPA of such payment together with interest.
- 5.5 Where any payment is made by the Developer 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 to 5.4 shall cease to apply in respect of those monies.
- 5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be:-
- 5.6.1 applied by that Other Statutory Authority for the purposes for which they have been paid; and
- 5.6.2 repaid to the Developer (or the person who made the payment if not the Developer) if such monies have not been expended or committed in accordance with the provisions of this Agreement within 10 (ten) years of the date of receipt by the Other Statutory Authority.

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 2 (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 with not less than 5 (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: Director of Planning Policy and Decisions

Developer:

Address: One York Road, Uxbridge, Middlesex, UB8 1RN

For the attention of: Mr Mark Smith

- 6.3 Subject to Clauses 6.1 and 6.2 above 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 Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer 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 Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer shall as soon as reasonably practicable issue a notification to such effect.

8. VERIFICATION AND ENFORCEMENT

The Developer 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 7 (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 and shall comply with all reasonable rules and regulations specified by the Developer.

9. DISPUTE RESOLUTION

- 9.1 One Party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.

- 9.2 The Notice must specify:-

9.2.1 the nature, basis and brief description of the Dispute;

9.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and

9.2.3 the proposed Expert.

- 9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 15 (fifteen) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

- 9.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of fraud or 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. In the event that a Party does not pay any such costs that it is due to pay the other Party may pay such costs and recover the same from the non-paying Party on demand.
- 9.5 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.
- 9.6 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 5 (five) Working Days in respect of any such submission and material.
- 9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-
- 9.7.1 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;
- 9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 9.7.3 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;
- 9.7.4 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
- 9.7.5 in all other cases, the President of the Law Society to nominate the Expert.
- 9.8 Where the Dispute relates to the refusal or withholding or delay in providing a Consent by the LPA the Expert shall determine whether or not the Consent in question has been unreasonably refused or withheld or delayed.
10. **NO WAIVER**
- No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.
11. **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.
12. **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 (with the exception of the Parties' successors in title).

13. THE LPA'S COSTS

13.1 The Developer agrees that it will on completion of the Agreement pay the LPA's reasonable legal costs reasonably and properly 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).

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

14.1 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.

14.2 All payments or financial contributions to be paid pursuant to this Agreement and that are stated as a fixed sum in this Agreement and are not (save for Indexation itself) to be calculated at a later date 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 (unless otherwise stated in this Agreement) (save for the avoidance of doubt those sums referred to in Clause 13 above).

15. INTEREST

If any payment due under this Agreement is paid late, Interest shall be payable from the date payment is due to the date of payment.

16. JURISDICTION AND LEGAL EFFECT

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

16.2 The provisions of this Agreement (other than this Clause 16.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

17. 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

1. DEFINITIONS

- "Affordable Housing"** means housing including London Affordable Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should:-
- (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and
 - (b) include provision for the home to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the Local Government Act 1963)
- "Affordable Housing Contract"** means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider
- "Affordable Housing Management Scheme"** means a scheme specifying:-
- (a) management, maintenance 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 charges
- "Affordable Housing Plans"** means drawing numbers VWB-ASA-ZZ-02-DR-A-0903-P1, VWB-ASA-ZZ-03-DR-A-0904-P1, VWB-ASA-ZZ-04-DR-A-0905-P1, VWB-ASA-ZZ-05-DR-A-0906-P1, VWB-ASA-ZZ-06-DR-A-0907-P1, VWB-ASA-ZZ-07-DR-A-0908-P1, VWB-ASA-ZZ-08-DR-A-0909-P1 showing the location of the Affordable Housing Units which are attached at Appendix 7 of this Agreement as the same may be amended from time to time with the prior written approval of the LPA
- "Affordable Housing Provider"** means a provider of Affordable Housing that is either:
- (a) Peabody Developments Limited (Registered Society under the Cooperative and Community Benefit Societies Act 2014 with number 26804R) whose registered office is at 45 Westminster Bridge Road, London SE1 7JB ("**Peabody Developments**") or a company forming part of the same group of companies (as defined in section 42 of the Landlord and Tenant Act 1954) as Peabody Developments; or
 - (b) Peabody Trust (Registered Society under the Cooperative and Community Benefit Societies Act 2014 with number 7741R) ("**Peabody Trust**") whose

registered office is at 45 Westminster Bridge Road, London SE1 7JB); or

- (c) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) and approved in respect of the Development by the LPA (such approval not to be unreasonably withheld or delayed) pursuant to paragraph 2 of this Schedule

"Affordable Housing Tenure Split" means:

- (a) a minimum of 60% (sixty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing; and
- (b) a minimum of 40% (forty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as Shared Ownership Housing

"Affordable Housing Units" means the Residential Units forming part of the Development to be provided as Affordable Housing pursuant to the terms of this Schedule

"Charge" means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee

"Chargee" means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

"Corresponding Income Cap" means the Lower Income Cap in relation to the Lower Income Cap Units, the Middle Income Cap in relation to the Middle Income Cap Units or the Higher Income Cap in relation to the Higher Income Cap Units

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of this Schedule:

- (a) in the case of service by delivery by hand of the Default Notice to the LPA's offices at the address specified in Clause 6 above during the LPA's office hours, the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to the LPA's offices at the address specified in Clause 6 above, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) **PROVIDED THAT** the Chargee is able to evidence that the Default Notice was actually

delivered to the LPA (by Royal Mail proof of delivery or otherwise)

"Default Notice"	means a notice in writing served on the LPA by the Chargee under paragraph 9.2.1 of this Schedule of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"GLA Income Cap"	means an annual household income of £90,000 (ninety thousand pounds) or such higher amount as may be prescribed in the London Plan Annual Monitoring Report applicable at the time that the Developer is disposing of the relevant Shared Ownership Unit
"Grant Funding"	means any capital funding provided by Homes England, GLA or any other public body for the delivery of additional Affordable Housing in the Development
"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 (thirteen) square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 (thirteen) square metres, bathrooms, toilets, corridors and halls
"Higher Income Cap"	means an annual household income of £75,000 (seventy-five thousand pounds)
"Higher Income Cap Units"	means the 50% (fifty per cent) of Shared Ownership Units in the locations approved by the LPA pursuant to paragraph 4.2 of this Schedule to be targeted at households with annual incomes that do not exceed the Higher Income Cap in accordance with the provisions of this Schedule
"Homes England"	means Homes England or its successor in function
"Intention Notice"	means a notice in writing served on the Chargee by the LPA under paragraph 9.4 of this Schedule that the LPA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"Intermediate Housing"	means submarket housing which is available at rents which are above guideline target rents as determined through the National Rent Regime but below open market levels and which housing includes schemes such as Shared Ownership 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 (March 2016) as updated from time to time in accordance with the London Plan Annual Monitoring Report
"Local Boroughs"	means the London Borough of Tower Hamlets, the London Borough of Newham, the London Borough of Waltham Forest and the London Borough of Hackney
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider 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 in accordance with Part VI of the Housing Act 1996 at a rent that:

- (a) including Service Charges is not more than 80% (eighty per cent) of local market rents (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); and
- (b) excluding Service Charges is no higher than the relevant benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed between the GLA and the Affordable Housing Provider of the relevant London Affordable Rented Housing Units

"London Affordable Rented Units"	means the Affordable Housing Units to be provided as London Affordable Rented Housing pursuant to the terms of this Schedule together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Units
"London Plan"	the London Plan March 2021 as updated from time to time in accordance with the London Plan Annual Monitoring Report
"Lower Income Cap"	means an annual household income of no more than £55,000 (fifty-five thousand pounds)
"Lower Income Cap Units"	means the 25% (twenty-five per cent) of Shared Ownership Units in the locations approved by the LPA pursuant to paragraph 4.2 of this Schedule to be targeted at households with annual incomes that do not exceed the Lower Income Cap, in accordance with the provisions of this Schedule
"Marketing Commencement Date"	means the date notified by the Developer to the LPA pursuant to paragraph 4.4 of this Schedule from which marketing of the Shared Ownership Units can first commence
"Marketing Period"	means in relation to each Shared Ownership Unit the period of 3 (three) months commencing no earlier than the Marketing Commencement Date and no later than the Completion of the Shared Ownership Unit
"Mayor's Funding Guidance"	means Homes for Londoners: "Affordable Homes Programme 2016-2021 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement Guidance
"Middle Income Cap"	means an annual household income of no more than £60,000 (sixty thousand pounds)
"Middle Income Cap Units"	means the 25% (twenty-five per cent) of Shared Ownership Units in the locations approved by the LPA pursuant to paragraph 4.2 of this Schedule to be targeted at households with annual incomes that do not exceed the Middle Income Cap in accordance with the provisions of this Schedule
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of this Schedule, the period from

(and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling 3 (three) months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)

"Model Form of Lease"	means the model forms of lease for Shared Ownership Housing set out in the GLA's Capital Funding Guide 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 MHCLG's Direction on the Rent Standard 2019 and the Welfare Reform Act (2016) (as the same may be amended or superseded)
"Option"	means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 9.4 of this Schedule for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
"Perpetuity"	means a minimum period of 125 (one hundred and twenty-five) years from the date of first Occupation of an Affordable Housing Unit
"Rent Reductions"	means where applicable the reduction of social housing rents by 1% (one per cent) a year for four years and to 2020 pursuant to the Welfare Reform and Work Act 2016 the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016
"Rents and Nominations Agreement"	means the Council's standard rents and nominations agreement
"Rent Standard Guidance"	means the HCA's " Rent Standard Guidance " published in April 2015 or any successor guidance
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit
"Shared Housing"	Ownership means Intermediate Housing occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement version) 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 the Affordable Housing Units to be provided as and made available for Shared Ownership Housing pursuant to paragraph 3 of this Schedule and which for the avoidance of doubt together comprise the Lower Income Cap Units the Middle Income Cap Units and the Higher Income Cap Units
"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers 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

"Sums Due"

means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses

2. AFFORDABLE HOUSING PROVIDER

Prior to the Commencement of Development the Developer shall submit to and obtain the approval of the LPA of a shortlist of companies or organisations from the Council's LPA's list of approved affordable housing providers who if approved shall be capable of being an Affordable Housing Provider for the Development (and which for the avoidance of doubt may include Peabody Developments and/or Peabody Trust).

3. BASELINE AFFORDABLE HOUSING PROVISION

3.1 The Developer shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this Schedule.

3.2 Subject to paragraph 9 below the Developer shall provide not less than 35% (thirty-five per cent) of the Habitable Rooms within the Development as Affordable Housing in accordance with the provisions of this Schedule.

3.3 The Affordable Housing to be provided pursuant to paragraph 3.2 above shall comprise Affordable Housing Units in accordance with the Affordable Housing Tenure Split and in the following unit size and tenure mix:-

	1 bedroom	2 bedroom	3 bedroom	Total number of units
London Affordable Rented Units	14	30	36	80
Shared Ownership Units	14	41	6	61

3.4 The Affordable Housing Units shall be provided in the agreed locations shown on the Affordable Housing Plans unless otherwise agreed in writing with the LPA and shall be tenure blind from the Private Residential Units.

3.5 Not more than 50% (fifty per cent) of the Private Residential Units shall be Occupied until 50% (fifty per cent) of the Affordable Housing Units are Completed and made ready for Occupation and disposed of to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

3.6 Not more than 80% (eighty per cent) of the Private Residential Units shall be Occupied until 100% (one hundred per cent) of the Affordable Housing Units are Completed and made ready for Occupation and disposed of to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

4. SHARED OWNERSHIP UNITS - AFFORDABILITY CRITERIA

4.1 Without prejudice to paragraphs 4.2 to 4.4 below the cost of rent and/or mortgage payments and Service Charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the GLA from time to time in the London Plan (and updated in the London Plan Annual Monitoring Report). It is acknowledged that at the date of this Agreement the relevant London Plan Annual Monitoring Report states that for dwellings to be

considered affordable, annual housing costs, including mortgage payments (assuming reasonable interest rates and deposit requirements), rent and service charge, should be no greater than 40% (forty per cent) of a household's net income.

- 4.2 Prior to disposal (save for disposal to an Affordable Housing Provider) or Occupation of the first of the Shared Ownership Units to be Occupied the Developer shall submit details of the proposed locations of the Shared Ownership Units to the LPA for approval and no Shared Ownership Unit shall be Occupied until the proposed locations of all of the Shared Ownership Units are approved in writing by the LPA.
- 4.3 Prior to the disposal (save for disposal to an Affordable Housing Provider) or Occupation of the first of the Shared Ownership Units to be Occupied the Developer shall:
- 4.3.1 submit to the LPA a scheme containing details of how rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units will be affordable to households who meet the Corresponding Income Cap; and
- 4.3.2 submit to and obtain the approval of the LPA a scheme containing details of how the Shared Ownership Units will be marketed to households who meet the Corresponding Income Cap.
- 4.4 The Developer shall not commence the marketing of any Shared Ownership Units (save for marketing to an Affordable Housing Provider) unless and until it has notified the LPA of the date on which the marketing of Shared Ownership Units will commence.
- 4.5 Subject always to paragraph 4.6 below, the Developer covenants as follows to use Reasonable Endeavours during the relevant Marketing Period to dispose of the Shared Ownership Units to households whose annual incomes do not exceed the Corresponding Income Cap in each case in accordance with the scheme submitted (and in the case of paragraph 4.3.2 above approved) pursuant to paragraph 4.3 above or any replacement or variation thereof that has been notified to (and in the case of paragraph 4.3.2 approved in writing by) the LPA.
- 4.6 If at the end of the relevant Marketing Period, a Shared Ownership Unit is not the subject of an accepted offer to purchase by a household whose annual household income does not exceed the Corresponding Income Cap for that Shared Ownership Unit:
- 4.6.1 the Developer shall submit a written report to the LPA detailing the steps it has taken in using its Reasonable Endeavours to dispose of that Shared Ownership Unit to households that fall within the Corresponding Income Cap as required by paragraph 4.5; and
- 4.6.2 the relevant Shared Ownership Unit may thereafter be disposed of to a household whose annual household income does not exceed the GLA Income Cap.
- 4.7 The Shared Ownership Units shall not be Occupied other than in accordance with paragraphs 4.1, 4.5 and 4.6 above.

5. LONDON AFFORDABLE RENTED UNITS - AFFORDABILITY CRITERIA

- 5.1 The London Affordable Rented Units (excluding for the avoidance of doubt any letting to an Affordable Housing Provider) shall not be Occupied at rents exceeding the lower of:
- 5.1.1 a rent that is no higher than the benchmark rents for London Affordable Rented Housing published by the GLA annually in accordance with the Mayor's Funding Guidance (excluding Service Charges) or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed between the GLA and the Affordable Housing Provider of the relevant London Affordable Rented Housing Units; and
- 5.1.2 80% (eighty per cent) of local market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market) (inclusive of Service Charges),

in each case applicable at the date of the relevant tenancy.

- 5.2 Rents during the period of any tenancy of any London Affordable Rented Unit shall be subject to the Rent Standard Guidance and any Rent Reductions.

6. **RESTRICTION ON OCCUPATION OF BASELINE AFFORDABLE HOUSING UNITS**

Subject to paragraphs 8.5 and 9 of this Schedule no Affordable Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Housing Unit in Perpetuity and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting.

7. **WHEELCHAIR AFFORDABLE HOUSING UNITS**

- 7.1 The Developer shall:-

7.1.1 subject to paragraph 7.1.3 provide not less than 11% (eleven per cent) of the London Affordable Rented Units as dwellings for wheelchair users within Part M4(3) Category 3(2)(b) and not less than 11% (eleven per cent) of the Shared Ownership Units as dwellings adaptable for wheelchair users within Part M4(3) Category 3(2)(a) of Approved Document M (Access to and use of buildings: Volume 1 – Dwellings, 2015 edition incorporating 2016 amendments, published in accordance with the Building Regulations 2010 (as amended)) (in each case excluding for the avoidance of doubt any Additional Affordable Housing Units) across all unit sizes (the "**Wheelchair Affordable Housing Units**");

7.1.2 not locate the Wheelchair Affordable Housing Units in locations other than those approved by the LPA and shown for the purposes of identification only on the plans approved pursuant to Condition 2;

7.1.3 notify the LPA at least 12 (twelve) months prior to the anticipated date of Completion of each Wheelchair Affordable Housing Unit and thereafter in respect of the first letting of each Wheelchair Affordable Housing Unit only from the date of such notification until the date of Completion of the relevant unit:

(a) only market the Wheelchair Affordable Housing Unit to households which include a wheelchair user; and

(b) use Reasonable Endeavours to grant the first tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user,

PROVIDED THAT in the event that a first tenancy has not been granted to a household including a wheelchair user by the date 6 (six) months prior to the anticipated date of Completion (as notified pursuant to paragraph 7.1.3 of this Schedule) of the Wheelchair Affordable Housing Unit and evidence of the same has been provided to the LPA then the Developer shall be permitted to market that unit to both households which do and households which do not include a wheelchair user and (without prejudice to paragraphs 4, 5, 6 and 7.1.3(b) above) may grant a first tenancy of that unit to a household which does not include a wheelchair user.

- 7.2 For each and every subsequent letting of a Wheelchair Affordable Housing Unit the Developer shall:

7.2.1 actively market the unit as a Wheelchair Affordable Housing Unit;

7.2.2 (without prejudice to paragraphs 4, 5 and 6 above) use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user,

PROVIDED THAT:

- 7.2.3 in the case of a Wheelchair Affordable Housing Unit that is an Affordable Rented Unit in the event that by the date falling 3 (three) weeks from first commencing marketing the subsequent letting of the relevant Wheelchair Affordable Housing Unit, a subsequent tenancy is not granted to a household including a wheelchair user, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 7.2.1 and 7.2.2) and (without prejudice to paragraphs 5 and 6 above) the Developer shall be entitled to market and grant a tenancy of that unit to any household; and
- 7.2.4 in the case of a Wheelchair Affordable Housing Unit that is a Shared Ownership Unit in the event that by the date falling 2 (two) weeks from first commencing marketing the subsequent letting of the relevant Wheelchair Affordable Housing Unit, a subsequent tenancy is not granted to a household including a wheelchair user, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 7.2.1 and 7.2.2) and (without prejudice to paragraphs 4 and 6 above) the Developer shall be entitled to market and grant a tenancy of that unit to any household.
- 7.3 For the avoidance of doubt reference to a letting in paragraphs 7.1.3 and 7.2 above shall not include the grant of any lease to an Affordable Housing Provider.

8. GENERAL

- 8.1 The Developer shall ensure that:
- 8.1.1 the design construction and layout of the Affordable Housing Units meets the London Mayor's Housing Supplementary Planning Guidance on Housing (March 2016) (or any subsequent document superseding the same prior to the Commencement of Development);
- 8.1.2 any Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to:
- (a) deliver a duly executed Rents and Nominations Agreement to the LPA within 6 (six) months of date of the Affordable Housing Contract; and
 - (b) advertise and allocate the Shared Ownership Units via the GLA's London-wide Homes for Londoners platform or if that platform ceases to operate such other platform or process as may be first agreed in writing with the Council.
- 8.2 The Developer covenants that 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 those units and evidence thereof has been provided to and approved in writing by the LPA.
- 8.3 The Developer covenants that no Affordable Housing Unit shall be Occupied until an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and thereafter:
- 8.3.1 the Affordable Housing Management Scheme shall be implemented prior to Occupation of the first Affordable Housing Unit to be Occupied; and
- 8.3.2 the Affordable Housing Units shall be managed and maintained, marketed and Occupied (including the levying of service charge and any estate or other charges) in accordance with the approved Affordable Housing Management Scheme provided always that changes to the said service charge or estate or other charges (as applicable) set out in the approved Affordable Housing Management Scheme of not more than 5% (five per cent) of the said service charge or estate or other charges (as applicable) shall be permitted.
- 8.4 Upon the disposal of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those units shall be observed and performed

by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

- 8.5 The provisions in this Schedule shall not apply in respect of any Shared Ownership Unit where 100% (one hundred per cent) of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing.

9. MORTGAGEES OF AFFORDABLE HOUSING PROVIDER

- 9.1 Subject to paragraphs 9.2 to 9.8 (inclusive) below the provisions of this Schedule will not bind any Chargee who exercises any power of sale.

- 9.2 In order to benefit from the protection granted by Clause 9.1 above a Chargee must:

9.2.1 serve a Default Notice on the LPA by delivery by hand to the LPA's offices at the address specified in Clause 6 during the LPA's office hours or using first class registered post to the LPA's offices at the address specified in Clause 6 in either case addressed to the Director of Planning Policy and Decisions prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

9.2.2 when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

9.2.3 subject to paragraph 9.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 9.4 below.

- 9.3 From the first day of the Moratorium Period to (but excluding) the date falling 1 (one) calendar month later, the LPA may serve an Intention Notice on the Chargee.

- 9.4 Not later than 15 (fifteen) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will grant the LPA (and/or the LPA's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

9.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

9.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 9.5.2 below or determined in accordance with paragraph 9.6 below;

9.4.3 provided that the purchase price has been agreed in accordance with paragraph 9.5.2 below or determined in accordance with paragraph 9.6 below, but subject to paragraph 9.4.4 below, the LPA (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

9.4.4 the Option will expire upon the earlier of

(a) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option; and

(b) the expiry of the Moratorium Period;

9.4.5 any other terms agreed between the parties to the Option (acting reasonably).

- 9.5 Following the service of the Intention Notice:
- 9.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the LPA (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- 9.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:
- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule; and
- (b) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 9.6 On the date falling 10 (ten) Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 9.5.2(a) above:
- 9.6.1 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- 9.6.2 if, on the date falling 15 (fifteen) Working Days after service of the Intention Notice, the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- 9.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 9.5.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;
- 9.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
- 9.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 9.6.6 the independent surveyor shall make his/her decision and notify the LPA, the LPA's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 (fourteen) days after his/her appointment and in any event within the Moratorium Period; and
- 9.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 9.7 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:
- 9.7.1 the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

- 9.7.2 the LPA (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 9.7.3 the LPA (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 9.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 9.2 to 9.7 above (inclusive)

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

- "Actual Build Costs"** means the actual build costs comprising demolition, construction and external works of the Components of the Development incurred at the Review Date to be assessed by the LPA supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:
- (a) details of payments made or agreed to be paid in the relevant building contract;
 - (b) receipted invoices;
 - (c) costs certified by the Developer's quantity surveyor, costs consultant or agent,
- and excluding all internal costs of the Developer including but not limited to:
- (a) project management costs;
 - (b) overheads and administration expenses;
 - (c) professional, finance, legal and marketing costs
- "Additional Affordable Housing"** means any Additional Affordable Housing Units and any Partial Unit Contribution(s) and which shall be subject to the Affordable Housing Cap
- "Additional Affordable Housing Scheme"** means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review concludes that Additional Affordable Housing is capable of being provided within the Development and which identifies how some or all of the surplus profit identified in the Viability Review could be applied towards the provision of Additional Affordable Housing and which:
- (a) confirms which previously intended Private Residential Units are to be converted into Additional Affordable Housing Units and to which tenures;
 - (b) shows the location, size and internal layout of each Additional Affordable Housing Unit with reference to 1:50 plans and drawings approved as part of the Planning Application;
 - (c) ensures that at least 10% (ten per cent) of the Additional Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
 - (d) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; and
 - (e) identifies any Partial Unit Contribution

"Additional Affordable Housing Units"	means any Affordable Housing to be provided On Site as part of the Development in addition to the Baseline Affordable Housing Units that is either agreed to be provided or determined to be provided pursuant to the Early Stage Review and which shall be subject to the Affordable Housing Cap
"Affordable Housing Cap"	means: <ul style="list-style-type: none"> (a) provision of no more than 50% (fifty per cent) of the total number of Habitable Rooms comprised in the Development as Affordable Housing Units in a 60% (sixty per cent) London Affordable Rented Housing and 40% (forty per cent) Shared Ownership Housing tenure split; or (b) provision of no more than the equivalent of 50% (fifty per cent) of the Habitable Rooms comprised in the Development as Affordable Housing in a 60% (sixty per cent) London Affordable Rented Housing and 40% (forty per cent) Shared Ownership Housing tenure split by the provision of Baseline Affordable Housing Units and Additional Affordable Housing Units and/or payment of Partial Unit Contributions
"Average Shared Ownership Housing Value"	means the average value of Shared Ownership Housing floorspace per square metre within the Development at the Review Date to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to establishing such average value has taken place at a Non-Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at Open Market Value even if a lesser value has actually been generated by the same
"Average London Affordable Rented Housing Value"	means the average value of London Affordable Rented Unit floorspace per square metre within the Development at the Review Date to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to establishing such average value has taken place at a Non-Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant transaction had been at Market Value even if a lesser value has actually been generated by the same
"Average Private Residential Value"	means the average value of Private Residential Unit floorspace per square metre within the Development at the Review Date (based on the relevant information provided to establish the GDV of the private residential component of the Development) to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to establishing such average value has taken place at a Non-Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant

transaction had been at Market Value even if a lesser value has actually been generated by the same

"Baseline Housing Units"	Affordable	means the Residential Units to be provided as Affordable Housing pursuant to paragraph 3 of Schedule 1 and for the avoidance of doubt this does not include any Additional Affordable Housing Units
"Component(s) of Development"	of	means a part of the Development including but not limited to: <ul style="list-style-type: none">(a) a Private Residential Unit;(b) an Affordable Housing Unit;(c) Commercial Workspace;(d) any other floorspace;(e) property;(f) land; or(g) any other component at the Development
"Development Information"	Viability	means the following information: <ul style="list-style-type: none">(a) estimated GDV of the private residential component of the Development at the Review Date;(b) estimated GDV of the non-residential component of the Development at the Review Date;(c) Average Private Residential Value at the Review Date;(d) Average Shared Ownership Housing Value at the Review Date;(e) Average London Affordable Rented Value at the Review Date;(f) Actual Build Costs;(g) Estimated Build Costs; and including in each case supporting evidence to the LPA's reasonable satisfaction
"Early Stage Review"		means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development and which shall be subject to the Affordable Housing Cap
"Early Stage Submission"	Review	means the following information to be submitted by the Developer to the LPA on an open book basis: <ul style="list-style-type: none">(a) the applicable Development Viability Information; and

- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and
- (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme

"Estimated Build Costs" means the estimated build costs of the Development remaining to be incurred at the Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant including construction and external works and which take into account and are in accordance with the Actual Build Costs to be assessed by the LPA

"Force Majeure" means pandemic, fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion or terrorist activity or any other similar event

"Formula 1" means the following formula for determining surplus profit available for Additional Affordable Housing to be applied at any Early Stage Review (as relevant):

X = surplus profit available for Additional Affordable Housing

$$X = ((A - B) - (D - E)) - P$$

$A = AR + AC$; the estimated GDV of the Development as determined at the Review Date (£) where:
 AR = estimated GDV for private residential component of the Development as determined at the Review Date (£)
 AC = estimated GDV for non-residential component of the Development as determined at the Review Date (£)
 $B = BR + BC$; the assumed application stage GDV of the Development at the date of the Planning Permission (£) where:
 $BR = AR \div (CR+1)$; the assumed application stage GDV for private residential component of the Development at the date of the Planning Permission (£)
 $BC = AC \div (CC+1)$; the assumed application stage GDV for non-residential component of the Development at the date of the Planning Permission (£)
 CR = Percentage change in value for the private residential component of the Development from grant of the Planning Permission to the Review Date (HPI)(%)
 CC = Percentage change in value for the non-residential component of the Development from grant of the Planning Permission to the Review Date (MSCI)(%)
 D = Review Stage Build Costs (£)
 $E = D \div (F+1)$ the assumed application stage build costs at the date of the Planning Permission (£) where:
 F = Percentage change in build costs from grant of the Planning Permission to the Review Date (BCIS All-in Tender Price Index)(%)
 $P = ((AR - BR) * YR) + ((AC - BC) * YC)$; Developer profit on change in GDV of private residential and non-residential components of the Development (£) where:
 $YR = 17.5\%$ (developer profit on GDV for the private residential component of the Development)
 $YC = 15\%$ (developer profit on GDV for the non-residential component of the Development)

"Formula 2"	<p>means the following formula for determining the amount of Additional Affordable Housing where the application of Formula 1 at any Early Stage Review (as relevant) identifies a surplus profit:</p> <p>X = Additional London Affordable Rented Housing requirement (Habitable Rooms)</p> $X = ((E * F) + (A - B)) \div D$ <p>Y = Additional Shared Ownership Housing requirement (Habitable Rooms)</p> $Y = ((E * G) + (A - C)) \div D$ <p>A = Average Private Residential Value per m2 (£)</p> <p>B = Average London Affordable Rented Housing Value per m2 (£)</p> <p>C = Average Shared Ownership Housing Value per m2 (£)</p> <p>D = Average size of Habitable Room (m²)</p> <p>E = Surplus profit available for Additional Affordable Housing (£) (as determined applying Formula 1)</p> <p>F = 60%</p> <p>G = 40%</p>
"GDV"	<p>means gross development value which is the revenue achievable from the private elements of the Development arrived at through an assessment of detailed comparable market evidence of capital values or rents and yields (as appropriate) and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA</p>
"Habitable Room"	<p>means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 (thirteen) square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 (thirteen) square metres, bathrooms, toilets, corridors and halls</p>
"HPI"	<p>means the Land Registry House Price Index for the relevant market area and property type</p>
"Market Value"	<p>means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion</p>
"Memorandum"	<p>means a memorandum made in accordance with paragraph 6 of this Schedule</p>
"MSCI"	<p>means the Morgan Stanley Capital International Property Index for the relevant market area and property asset class</p>
"Non-Market Value"	<p>means a value below the Market Value, for example due to a disposal or other related transaction:</p>

- (a) to a purchaser who is connected in any way to the vendor grantor transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988;
- (b) which is not an arm's length true value purchase on the usual terms as between a willing vendor grantor transferor or lessor and a willing purchaser; and/or
- (c) where a transaction artificially reduces the value of a Private Residential Unit or Affordable Housing Unit which may include without limitation the following types of transaction:
 - (i) transactions between the Developer and subsidiary companies of the Developer
 - (ii) transactions between the Developer and its employees
 - (iii) transactions involving loans from the Developer
 - (iv) transactions involving other forms of deferred consideration
 - (v) transactions involving finance deals
 - (vi) transactions involving other property not comprised in the Development
 - (vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Private Residential Units or Affordable Housing Units;
 - (viii) transactions involving renting or granting of a licence to occupy a Private Residential Unit (including for example as private rented sector dwellings or other models)

PROVIDED ALWAYS that where bulk sales of more than one units are concluded in the ordinary course of business it shall be taken into account that such units are comprised in a bulk sale and that discounts are commonly agreed in bulk sale transactions and they shall not be treated as Non-Market Value simply by virtue of the individual unit price being lower than if a comparable unit had been sold individually outside of a bulk sale transaction

"Partial Unit Contribution"

means a financial contribution towards Affordable Housing in the LPA's administrative area payable where an Early Stage Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing Units or cannot deliver a complete number of Additional Affordable Housing Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to

Formula 2) and which shall be subject to the Affordable Housing Cap

"Public Subsidy"	means any funding from the LPA and/or the GLA together with any additional public subsidy secured by the Developer or Affordable Housing Provider to support the delivery of the Development
"Referral Date"	means the date on which a matter is referred to the Viability Specialist pursuant to paragraph 5 of this Schedule
"Review Date"	means the Revised Substantial Implementation Date
"Review Stage Build Costs"	means the sum of: (a) Actual Build Costs; and (b) Estimated Build Costs
"Revised Substantial Implementation Date"	means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date (or the Amended Substantial Implementation Date if and as approved by the LPA pursuant to paragraph 2.3 of this Schedule)
"Substantial Implementation Long Stop Date"	means the date 24 (twenty-four) months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
"Substantial Implementation Long Stop Date Delay Request"	means a written request from the Developer to the LPA that the Substantial Implementation Long Stop Date be deferred
"Validation Date"	means the date on which the LPA confirms pursuant to paragraph 5.3 of this Schedule that it has received a valid and complete Early Stage Review Submission
"Viability Specialist"	means an independent qualified chartered surveyor with not less than 10 (ten) years' relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with Clause 9 of this Agreement

2. EXTENSION OF SUBSTANTIAL IMPLEMENTATION LONG STOP DATE

2.1 The Developer may request an extension to the Substantial Implementation Long Stop Date by submitting a Substantial Implementation Long Stop Date Delay Request to the LPA. A Substantial Implementation Long Stop Date Delay Request:

2.1.1 may not request an extension for any act or omission on the part of the Developer; and

2.1.2 must relate to delays that are directly as a result of an event of Force Majeure.

2.2 A Substantial Implementation Long Stop Date Delay Request in relation to paragraph 2.1 of this Schedule must include at least the following:

2.2.1 the proposed new date for the Substantial Implementation Long Stop Date such extension not exceeding a maximum of 12 (twelve) months (the "**Amended Substantial Implementation Date**");

- 2.2.2 the reasons why the delay(s) has occurred and why this is directly as a result of an event of Force Majeure; and
 - 2.2.3 be supported by appropriate documentary evidence to substantiate the reasons provided for the Substantial Implementation Long Stop Date Delay Request.
- 2.3 Upon receipt of a Substantial Implementation Long Stop Date Delay Request the LPA shall review it and by the date which is 20 (twenty) Working Days from their respective receipt of it they shall respond either:
- 2.3.1 confirming agreement to the Amended Substantial Implementation Date proposed by the Developer shall apply; or
 - 2.3.2 proposing their own Amended Substantial Implementation Date; or
 - 2.3.3 requesting further information from the Developer in relation to any matter contained within the Substantial Implementation Long Stop Date Delay Request; or
 - 2.3.4 to decline agreement to the Amended Substantial Implementation Date on the basis that the Substantial Implementation Long Stop Date should remain as it is prior to the relevant Substantial Implementation Long Stop Date Delay Request having been made.
- 2.4 Any dispute between the parties concerning the Amended Substantial Implementation Date may be referred to dispute resolution in accordance with the provisions of Clause 9 of this Agreement.

3. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

- 3.1 The Developer shall notify the LPA in writing of Substantial Implementation no later than 10 (ten) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 3.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation **PROVIDED ALWAYS THAT:**
- 3.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
 - 3.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
 - 3.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 3.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 (twenty) Working Days of receiving notice pursuant to paragraph 3.1 and thereafter provide written confirmation to the Developer within 15 (fifteen) Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.
- 3.4 If the LPA notifies the Developer that the LPA considers that the Substantial Implementation has not been achieved then this paragraph 3 shall continue to apply mutatis mutandis until the LPA has notified the Developer pursuant to paragraph 3.3 of this Schedule that Substantial Implementation has been achieved.
- 3.5 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 9 of this Agreement.

4. **EARLY STAGE REVIEW**

- 4.1 Where Substantial Implementation has not occurred by the Substantial Implementation Long Stop Date (or the Amended Substantial Implementation Date if and as approved by the LPA pursuant to paragraph 2.3 above), the Developer shall:
- 4.1.1 not undertake any further works which would constitute Substantial Implementation until the Early Stage Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule;
 - 4.1.2 notify the LPA in writing of the Revised Substantial Implementation Date, and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date; and
 - 4.1.3 submit the Early Stage Review Submission to the LPA prior to but not more than 40 (forty) Working Days before the Revised Substantial Implementation Date.
- 4.2 Any surplus profit identified in the Early Stage Review shall be applied towards the provision of Additional Affordable Housing Units and/or payment of a Partial Unit Contribution as applicable (as set out in the Additional Affordable Housing Scheme).

5. **EARLY STAGE REVIEW SUBMISSIONS**

- 5.1 The Developer shall give the LPA not less than 10 (ten) Working Days' advance written notice of the date on which any Early Stage Review Submission is intended to be submitted, and no Early Stage Review Submission shall be submitted until 10 (ten) Working Days following the giving of such advance written notice.
- 5.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess any Early Stage Review Submission and the LPA shall be entitled to recover from the Developer:
- 5.2.1 its reasonable and properly incurred internal costs (including officer time); and
 - 5.2.2 its reasonable and properly incurred external surveying and legal costs,
- incurred in reviewing and assessing such Early Stage Review Submission and undertaking the Early Stage Review and the Developer will pay such costs within 20 (twenty) Working Days of receipt of a written request for payment.
- 5.3 Upon receipt of an Early Stage Review Submission:
- 5.3.1 the LPA shall, within 10 (ten) Working Days of receipt of such Early Stage Review Submission confirm in writing to the Developer whether it has received a valid and complete Early Stage Review Submission or whether it needs further time to confirm whether it has received a valid and complete Early Stage Review Submission; and
 - 5.3.2 in the event that the LPA confirms that it has not received a valid and complete Early Stage Review Submission and requires further information or supporting evidence then the LPA shall request such and the Developer shall provide any reasonably required information to the LPA within 10 (ten) Working Days of receiving the relevant request and the LPA shall confirm within 10 (ten) Working Days of receiving the further information or supporting evidence whether it has received all of the information it reasonably requires and has, therefore, received a valid and complete Early Stage Review Submission and this process may be repeated until the LPA confirms in writing that it has received a valid and complete Early Stage Review Submission.
- 5.4 Any confirmation given by the LPA pursuant to paragraph 5.3 of this Schedule shall not amount to agreement of any of the matters contained in the Early Stage Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this

paragraph 5 of this Schedule **PROVIDED THAT** seeking further relevant information shall not be a reason for delaying the Early Stage 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.

- 5.5 For a period not exceeding 30 (thirty) Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA both acting reasonably and in good faith may review and seek to reach an agreed position on the matters set out in the Early Stage Review Submission and where agreed between the parties this may result in revisions to the Early Stage Review Submission.
- 5.6 Within 40 (forty) Working Days of the Validation Date, the LPA shall confirm in writing that either:-
- 5.6.1 it rejects (with reasons) the conclusions of the Early Stage Review Submission ("**Non-Acceptance Notice**"); or
- 5.6.2 it accepts the conclusions of the Early Stage Review Submission that there is no surplus to apply towards the provision of Additional Affordable Housing; or
- 5.6.3 it accepts the conclusions of the Early Stage Review Submission that there is a surplus profit to apply towards the provision of Additional Affordable Housing ("**Acceptance Notice**") and the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 7 below.
- 5.7 In the event that, pursuant to paragraph 5.3 of this Schedule, the LPA has:
- 5.7.1 not confirmed in writing within 10 (ten) Working Days of receipt of an Early Stage Review Submission whether such Early Stage Submission is valid and complete or whether it needs further time to confirm whether it has received a valid and complete Early Stage Review Submission; or
- 5.7.2 not confirmed in writing within 10 (ten) Working Days of receipt of further information or supporting evidence as requested pursuant to paragraph 4.3.2 of this Schedule whether the Early Stage Review Submission is valid and complete,
- then the Developer shall be entitled to refer the matter to the Viability Specialist for determination.
- 5.8 In the event that pursuant to paragraph 5.6 of this Schedule, the Developer and the LPA have not agreed the Early Stage Review Submission either Party shall be entitled to refer the matter to the Viability Specialist for determination and each shall use its Reasonable Endeavours to do so within 20 (twenty) Working Days from (but excluding) the earlier of:
- 5.8.1 the date falling 40 (forty) Working Days after the Validation Date in the event that no Non-Acceptance Notice is issued by the LPA in accordance with paragraph 5.6.1 of this Schedule; and
- 5.8.2 the date of the Non-Acceptance Notice,
- (unless otherwise agreed between the LPA and the Developer).
- 5.9 Unless otherwise agreed between the LPA and the Developer or required by the Viability Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Early Stage Review Submission.
- 5.10 In addition to the matters specified in paragraph 5.9 of this Schedule, in making his determination the Viability Specialist shall have regard to:-
- 5.10.1 all relevant material submitted to him or her by the LPA and the Developer;

- 5.10.2 such relevant financial, legal, planning or other matters he or she considers relevant using reasonable care and skill and his professional expertise;
 - 5.10.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.
- 5.11 Unless otherwise agreed by the LPA and the Developer or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that:
- 5.11.1 in the case of a referral pursuant to paragraph 5.7 of this Schedule, the Viability Specialist shall determine whether or not a valid and complete Early Stage Review Submission has been submitted and/or whether any further information or supporting evidence is necessary and must be provided by the Developer; and
 - 5.11.2 in the case of a referral pursuant to paragraph 5.8 of this Schedule, if the Viability Specialist determines that there is surplus profit to apply towards the provision of Additional Affordable Housing, his or her decision shall include an Additional Affordable Housing Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 7 below.

6. DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING

- 6.1 Where it is agreed or determined pursuant to an Early Stage Review that Additional Affordable Housing is required to be provided the Developer shall prior to Occupation of more than 85% (eighty-five per cent) of the Private Residential Units:
- 6.1.1 make any amendments to the Development required to accommodate such Additional Affordable Housing Units and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;
 - 6.1.2 provide such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist and make it available for Occupation; and
 - 6.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist.
- 6.2 Where it is agreed or determined pursuant to an Early Stage Review that Additional Affordable Housing Units are required to be provided, the Developer shall not Occupy more than 85% (eighty-five per cent) of the Private Residential Units unless and until:
- 6.2.1 the requirements of paragraph 6.1 of this Schedule have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and
 - 6.2.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been fully paid to the LPA in cleared funds.

7. MEMORANDUM

- 7.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Viability Specialist determining an Additional Affordable Housing Scheme), the Developer and the LPA shall record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).
- 7.2 The LPA and the Developer agree 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 Additional Affordable Housing Scheme by way of a signed Memorandum between the LPA and the Developer dated 20 "

- 7.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Housing Units being provided:-
- 7.3.1 the number of Additional Affordable Housing Units shall be included within the definition of Affordable Housing Units;
 - 7.3.2 the number of Private Residential Units shall be reduced by the corresponding number of Additional Affordable Housing Units; and
 - 7.3.3 the obligations in Schedule 1 shall apply to the Additional 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 "Additional Affordable Housing" Units to be provided within the Development.

8. PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Developer following the application of Formula 2.

9. MONITORING

- 9.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the LPA shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.
- 9.2 The Parties acknowledge and agree that the LPA shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraphs 5.6.3 or 5.11.2 of this Schedule or, if an Additional Affordable Housing Scheme is not required by the LPA, the conclusion of the assessment under paragraph 5.6.2 of this Schedule:
- 9.2.1 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - 9.2.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
 - 9.2.3 the amount of any Partial Unit Contribution payable pursuant to paragraph 6.1.3 of this Schedule.

SCHEDULE 3

WORKSPACE AND EMPLOYMENT

1. DEFINITIONS

- "Class B1(c) Workspace"** means all Class B1(c) units within the Development as indicated on the Commercial Workspace Plans
- "Class B1(c) Workspace Strategy"** means a written strategy identifying the processes for lettings, management and maintenance of the Class B1(c) units comprised in the Commercial Workspace including an agreed percentage of louvres and privacy screening to ensure and maximise active frontages
- "Class B8 Workspace"** means all Class B8 units within the Development as indicated on the Commercial Workspace Plans
- "Class B8 Workspace Strategy"** means a written strategy to secure details of the fit-out of the Class B8 Workspace and to include details of on-site electric charging for delivery vehicles
- "Growth Boroughs"** means together the London Borough of Barking and Dagenham, the London Borough of Greenwich, the London Borough of Hackney, the London Borough of Newham, the London Borough of Tower Hamlets and the London Borough of Waltham Forest and their respective successors in function
- "Local Labour and Business Schemes"** means established careers development programmes run or supported by the LPA, Growth Boroughs or partner organisations
- "Local Labour Monitoring Report"** means a report detailing for the previous calendar year how the Development has met the Local Labour and Local Business obligations in this Schedule 3 during the construction period, including but not limited to:-
- (a) the number of job vacancies arising from the Development which have been advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - (b) the number of job vacancies arising from the Development which have been filled pursuant to the advertisements in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - (c) the percentage of construction and end-use jobs which have been provided as apprenticeships;
 - (d) the percentage of construction and end-use jobs filled by persons living in the Growth Boroughs; and
 - (e) confirmation that the London Living Wage is promoted for all construction jobs
- "London Living Wage"** means the minimum amount (currently £10.75) of pay per hour that all workers in London should receive, as published from time to time by the GLA

"National Considerate Constructors Scheme"	means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavements congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to the respect of people
"Shell and Core"	means constructed to shell and core finish, meaning Wind and Watertight with water, electricity and heating services provided to a connection point within the curtilage of the Site but not fitted out or decorated
"Wind and Watertight"	means the ground and first floor of the part of the Development containing the Commercial Workspace is constructed to a wind and watertight state such that it comprises a fully enclosed space with external walls (and roof where appropriate) completed and window and door openings and frontages able to withstand the elements but for the avoidance of doubt such window and door openings and frontages shall be in a temporary form and not in a final finished state

2. DELIVERY OF WORKSPACE

- 2.1 The Developer shall construct the Commercial Workspace to Shell and Core prior to First Occupation of any Private Residential Units.
- 2.2 The Developer shall not First Occupy any Private Residential Units until the Commercial Workspace has been constructed and delivered to Shell and Core.

3. WORKSPACE STRATEGIES

3.1 Class B1(c) Workspace Strategy

- 3.1.1 Prior to the Commercial Workspace being made Wind and Watertight the Developer shall submit to and obtain the LPA's approval of the Class B1(c) Workspace Strategy.
- 3.1.2 The Developer shall not less than once a year from the date of First Occupation of any part of the Class B1(c) Workspace until the date on which all Class B1(c) Workspace is Occupied:-
 - (a) review the effectiveness of the Class B1(c) Workspace Strategy; and
 - (b) submit to the LPA for approval a report detailing the effectiveness of the Class B1(c) Workspace Strategy and any proposed amendments thereto.
- 3.1.3 The Developer shall implement the approved Class B1(c) Workspace Strategy from the date of its approval by the LPA (as may be amended in accordance with paragraph 3.1.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Class B1(c) Workspace.
- 3.1.4 Thereafter the Class B1(c) Commercial Workspace shall be Occupied in accordance with the approved Class B1(c) Workspace Strategy (as may be amended from time to time with the prior written approval of the LPA) during the lifetime of the Development.

3.2 Class B8 Workspace Strategy

- 3.2.1 Prior to the Commercial Workspace being made Wind and Watertight the Developer shall submit to and obtain the LPA's approval of the Class B8 Workspace Strategy.

- 3.2.2 The Developer shall implement the approved Class B8 Workspace Strategy from the date of its approval by the LPA and thereafter the Class B8 Commercial Workspace shall be Occupied in accordance with the approved Class B8 Workspace Strategy (as may be amended from time to time with the prior written approval of the LPA) during the lifetime of the Development.

4. LOCAL LABOUR AND LOCAL BUSINESS

- 4.1 The Developer shall use Reasonable Endeavours to procure that its contractors (in respect of construction vacancies and jobs arising from the construction of the Development) and its tenant(s) and any sub-tenants (in respect of Commercial Workspace vacancies and jobs) use Reasonable Endeavours to ensure that:

- 4.1.1 at least 50% (fifty per cent) of the workforce are from a black, Asian or minority ethnic background;
- 4.1.2 at least 50% (fifty per cent) of the construction workforce are to be women;
- 4.1.3 at least 5% (five per cent) of the construction workforce are to be disabled;
- 4.1.4 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
- 4.1.5 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 4.1.6 the recruitment of persons living in the Growth Boroughs accounts for 30% (thirty per cent) of the construction jobs arising from the Development;
- 4.1.7 the recruitment of persons living in the Growth Boroughs accounts for a total of 25% (twenty-five per cent) of the end-use jobs in the Development;
- 4.1.8 the London Living Wage is promoted for all construction jobs at the Development;
- 4.1.9 the London Living Wage is promoted for all end-use jobs at the Development; and
- 4.1.10 work-based learning opportunities are provided at the Development, including:
 - (a) not less than 5% (five per cent) of all construction jobs at the Development shall be apprenticeships (50% (fifty per cent) of which shall be persons living in the Growth Boroughs); and
 - (b) not less than 5% (five per cent) of all end-use jobs at the Development shall be apprenticeships (50% (fifty per cent) of which shall be persons living in the Growth Boroughs),

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

- 4.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall provide local agencies with early information relating to availability of vacant space within the Development.
- 4.3 The Developer shall within 1 (one) month of the first anniversary of Commencement of the Development and annually thereafter, until the date falling 5 (five) years following Completion of the Development, submit to the LPA for approval the Local Labour Monitoring Report.

5. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

5.1 The Developer covenants to:

- 5.1.1 comply with the Considerate Constructors Scheme during the construction of the Development;
- 5.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 5.1.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 5.1.1 and 5.1.2 above.

SCHEDULE 4

ESTATE MANAGEMENT

1. DEFINITIONS

"Common Areas"

means:-

- (a) all shared surfaces, SUDS infrastructure, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the Highway Authority pursuant to its powers under the 1980 Act; and
- (b) all areas which are used in common by occupiers of the Development including any play areas and publicly accessible open space

"Estate Management Strategy"

Management

means an estate and public realm management and maintenance strategy submitted and approved pursuant to this Schedule 4

2. ESTATE MANAGEMENT

- 2.1 The Developer shall submit an Estate Management Strategy to the LPA for its approval prior to First Occupation and no part of the Development shall be First Occupied until the Estate Management Strategy has been submitted to, and approved by, the LPA.
- 2.2 The Estate Management Strategy shall set out detailed proposals for the following:
 - 2.2.1 the management and maintenance (including repair, renewal, cleansing and keeping tidy) of the Common Areas including all associated street furniture, lighting, security equipment and drainage;
 - 2.2.2 management and coordination of waste collection and recycling; and
 - 2.2.3 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.
- 2.3 The approved Estate Management Strategy shall be implemented from First Occupation and thereafter the Development shall be Occupied in accordance with the approved Estate Management Strategy (as may be amended from time to time with the prior written approval of the LPA) during the lifetime of the Development.

SCHEDULE 5

SUSTAINABILITY

1. DEFINITIONS

"Additional Carbon Offset Contribution"	means a financial contribution to be applied by the LPA in accordance with Part 5 of the Carbon Offset SPD (August 2016) and calculated in accordance with such SPD as follows: (a) (Carbon gap (tonnes of Co2) x price of carbon (£60 Indexed) x 30 years) – Carbon Offset Contribution
"Carbon Offset Contribution"	means a financial contribution of £457,000 (four hundred and fifty-seven thousand pounds) (Indexed)
"Connection Contract"	means a legally binding contract between the Developer and the operator of the District Energy Network to connect the Development to the District Energy Network on a specified Connection Date on terms acceptable to the Developer at its absolute discretion
"Connection Date"	means a fixed date by which the Development shall be connected to the District Energy Network
"Defects Liability Period"	means such period of time following Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building
"District Energy Network"	means the Olympic Park district energy network
"Energy Monitoring Portal"	means the 'Be seen' webpage of the GLA's website and the email address ZeroCarbonPlanning@london.gov.uk, or any other such method of submission that may replace this
"Extension"	means the District Energy Network will be extended across the river including any necessary funding and consents having been secured and "Extend" shall be construed accordingly
"Local Solution"	means a local heat network operating as part of a decentralised energy system supplying market competitive low to zero carbon energy located within the Development or adjacent nearby developments
"Reportable Unit"	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)
"Reportable Unit (Energy Centre)"	means either a connection to third party District Heating Network, a self-contained Energy Centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a block or Building)

"Reportable Unit (Non-Residential)"	Unit (Non-	means a Building with a single occupier/tenant (including block of flats' communal areas) or a Building with multiple tenants
"Reportable Unit (Residential)"		means an individual block or Building of five or more flats or a group of five or more houses
"Technical Guidance"		means the East London Energy Technical Specification for Residential Developments including: Plant Room Provision and Secondary Network Design, Materials and Workmanship and Heat Interface Units and Revenue Metering Systems

2. DISTRICT ENERGY NETWORK

2.1 The Developer shall:

- 2.1.1 use Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site (including the requirement to secure all Requisite Consents and to design in passive provision for future connection) in accordance with the Technical Guidance prior to above ground works; and
- 2.1.2 not permit above ground works until a written report has been provided to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above and the progress made towards securing the Extension.

2.2 If the report submitted pursuant to paragraph 2.1.2 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site the Developer must use Reasonable Endeavours to connect the Development to the District Energy Network prior to First Occupation.

2.3 If the report submitted pursuant to paragraph 2.1.2 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site but that this will not be possible using Reasonable Endeavours (including but not limited to technical and/or financial factors) until after First Occupation the Developer must use Reasonable Endeavours to enter into a Connection Contract prior to First Occupation and where such a contract is entered into, shall:

- 2.3.1 agree details of temporary energy provision with the LPA; and
- 2.3.2 thereafter provide the agreed temporary energy provision prior to First Occupation until the Connection Date.

2.4 If either the report submitted pursuant to paragraph 2.1.2 concludes that it will not be possible using Reasonable Endeavours (including but not limited to technical and/or financial factors) to connect the Development to the District Energy Network or the Developer is unable using Reasonable Endeavours to enter into a Connection Contract in respect of the Development prior to First Occupation of the Development, then the Developer shall:

- 2.4.1 use Reasonable Endeavours to connect the Development to an existing or additional Local Solution; and
- 2.4.2 submit a further written report to the LPA prior to First Occupation outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.4.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.

- 2.5 In the event that a Building is not connected to the District Energy Network at the date of its Occupation the Developer shall:
- 2.5.1 ensure such Building is designed so as to allow a connection to the District Energy Network in the future;
 - 2.5.2 use Reasonable Endeavours to connect the Building to the District Energy Network if it becomes feasible to do so (taking into account but not limited to technical and/or financial factors); and
 - 2.5.3 submit a written report to the LPA prior to First Occupation outlining the steps the Developer has taken to satisfy the obligation in 2.5.1 above.
- 2.6 No Building shall be Occupied until it is connected to the District Energy Network or the LPA has approved details of its energy provision pursuant to paragraph 2.3 or paragraph 2.4 and paragraph 2.5 above.

3. **CARBON OFFSETTING**

- 3.1 The Developer shall pay the Carbon Offset Contribution to the LPA prior to Commencement of the Development and the Developer shall not Commence the Development until such payment has been made.
- 3.2 In the event that a Building is not connected to the District Energy Network in accordance with this Schedule 5 the Developer shall pay the Additional Carbon Offset Contribution attributable to that Building (if any) to the LPA prior to First Occupation of that Building and such Building shall not be Occupied unless and until the Additional Carbon Offset Contribution attributable to such Building has been paid.
- 3.3 For the avoidance of doubt and without limitation any dispute in respect of the matters referred to in this Schedule may be referred for determination pursuant to Clause 9 of this Agreement.

4. **BE SEEN ENERGY MONITORING**

- 4.1 Prior to Commencement of Development the Developer shall submit to the GLA (by means of the GLA's Energy Monitoring Portal and in accordance with the 'Be seen' energy monitoring guidance) accurate and verified estimates of the 'Be seen' energy performance indicators (as outlined in the 'Planning stage' section / chapter of the GLA 'Be seen' energy monitoring guidance document or any document that may replace it) for the Development and no Development shall Commence unless and until such details have been submitted.
- 4.2 Prior to First Occupation of a Building:
- 4.2.1 the Developer shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit of the relevant Building as per the methodology outlined in the 'As built stage' chapter / section of the GLA 'Be seen' energy monitoring guidance (or any document that may replace it) and all data and supporting evidence shall be uploaded to the GLA's Energy Monitoring Portal; and
 - 4.2.2 the Developer shall confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it) in respect of the relevant Building.
- 4.3 No Building shall be Occupied unless and until the provisions of paragraph 4.2 have been complied with in respect of the relevant Building.
- 4.4 The Developer covenants as follows:

- 4.4.1 Upon the date (i) falling 12 (twelve) months from First Occupation of a Building or (ii) following the end of the Defects Liability Period for such Building (whichever is the later) and on each of the following 4 (four) anniversaries such date to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it);
- 4.4.2 All data and supporting evidence submitted pursuant to paragraph 4.4.1 above shall be uploaded to the GLA's Energy Monitoring Portal;
- 4.4.3 The obligation in paragraph 4.4.1 above will be satisfied after the Developer has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it) for a period of at least 5 (five) years;
- 4.4.4 In the event that the 'In-use stage' evidence submitted under paragraph 4.4.1 above shows that the 'As-built stage' performance estimates derived from paragraph 4.2 have not been or are not being met, the Developer shall:
- (a) investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal; and
 - (b) submit an action plan comprising measures identified in paragraph 4.4.4(a) to the GLA for its approval identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation and the approved action plan and measures shall be implemented by the Developer as soon as reasonably practicable thereafter.
- 4.4.5 The Development shall be Occupied in accordance with this paragraph 4.4.

SCHEDULE 6

DESIGN MONITORING

1. DEFINITIONS

- "Approved Drawings"** means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions (as amended, varied or replaced from time to time pursuant to a S73 Permission or a S96A Amendment)
- "Architect"** means in respect of Building V1 (as identified on Plan 2) Metropolitan Workshop and in respect of Building V2 (as identified on Plan 2) Assael Architecture Limited
- "Design Application"** means one of the following:
- (a) an application to the LPA for the approval of details pursuant to one or more Design Conditions;
 - (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings;
 - (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
- "Design Application Report"** means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:
- (a) report on the compliance of the Design Application with the Approved Drawings;
 - (b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process; and
 - (c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons
- "Design Conditions"** means Conditions 18, 19, 20, 22, 25, 26, 27 and 52 of the Planning Permission and "Design Condition" means any one of them
- "Design Monitoring Completion Letter"** means a letter (incorporating an executive summary) from the Monitoring Team to include the following:
- (a) report on the compliance of the completed Development with the Approved Drawings; and
 - (b) conclusion stating clearly whether the Monitoring Team consider that the Development

has been constructed in accordance with the Approved Drawings, giving reasons

"Design Monitoring Contribution"

means the sum of:

- (a) £80,000 (eighty thousand pounds) (Indexed) where the Trigger Event falls within parts (a), (b) (c) or (d) or the definition of Trigger Event; and
- (b) £20,000 (twenty thousand pounds) (Indexed) where the Trigger Event falls within part (e) of the definition of Trigger Event,

to be paid in accordance with paragraph 3.1 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/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

"Design Monitoring Plan"

means the written document identifying the following:

- (a) the Original Design Principles;
- (b) the Design Conditions (including target dates for submission and discharge);
- (c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team;
- (d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages);
- (a) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA;
- (a) key dates and milestones for information release and package reviews;
- (b) technical requirements in respect of the information to be submitted to the Monitoring Team for review;
- (a) the construction phasing plan;
- (b) elements requiring development and resolution;

- (a) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors); and
- (b) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

"Design Monitoring Report"

means a desktop report (incorporating an executive summary) by the Monitoring Team on progress against the Design Monitoring Plan during the period covered by the report which shall include as a minimum the following information (to the extent applicable):

- (a) report on workshops held with overview of conclusions;
- (b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials; samples; details; design information; sub-contractor/ supplier information;
- (c) comments and recommendations on Design Applications;
- (d) any deviations from the Approved Drawings;
- (e) progress of construction of the Development and conformity with Approved Drawings;
- (f) status of previous comments and recommendations;
- (g) actions and decisions required in the next period;
- (h) conclusions; and
- (i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan

"Design Team"

means the design team retained by the Developer as set out in the relevant Design Team Statement

"Design Team Statement"

means the written document by the Developer setting out the following information which shall be factually correct at the date the statement is given:

- (a) the members of the design team retained by the Developer in connection with the Development and their contact details; and
- (b) the scope of appointment of each member of the design team; and
- (c) if applicable identifying any members of the Planning Team no longer retained and the

	member(s) of the design team taking over their role
"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
"Initial Design Monitoring Workshop"	means the workshop to be held pursuant to paragraph 5.2
"Landscape Architect"	means a landscape architect to be agreed by the LPA in writing in advance of submission of the first Design Application
"Monitoring Team"	means a team to be appointed pursuant to paragraph 5.5 comprising: <ul style="list-style-type: none"> (a) the Architect and Landscape Architect; or (b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles
"Original Design Principles"	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule
"Planning Team"	means the Architect and the Landscape Architect
"RIBA Stage 3 Technical Design"	means RIBA Stage 3 technical design work
"RIBA Stage 4 Technical Design"	means RIBA Stage 4 technical design work
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
"Terminated"	means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and "Termination" shall be construed accordingly
"Trigger Event"	means the occurrence of one of the following events: <ul style="list-style-type: none"> (a) a Design Team Statement submitted pursuant to paragraph 2.1 confirms one or more members of the Planning Team are no longer retained; (b) a Design Team Statement submitted pursuant to paragraph 2.2.1 confirms RIBA Stage 3

Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained;

- (c) a Design Team Statement submitted pursuant to paragraph 2.2.2 confirms RIBA Stage 4 Technical Design is being commenced at a time when one or more members of the Planning Team are no longer retained;
- (d) a Design Team Statement submitted pursuant to paragraph 2.2.3 confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 Technical Design in respect of the entire Development;
- (e) a Design Team Statement submitted pursuant to paragraph 2.2.4 confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings,

unless in each of the events above a suitable alternative has been proposed by the Developer and agreed in writing by the LPA in which case the relevant event shall not be a Trigger Event.

2. DESIGN TEAM STATEMENT

- 2.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- 2.2 Without prejudice to paragraph 2.1 the Developer shall submit a Design Team Statement to the LPA:
 - 2.2.1 prior to commencement of the preparation of RIBA Stage 3 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - 2.2.2 prior to commencement of the preparation of RIBA Stage 4 Technical Design in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - 2.2.3 save where RIBA Stage 4 Technical Design has been completed in respect of the entire Development, within 10 (ten) Working Days of Termination of the appointment of one or more members of the Planning Team; and
 - 2.2.4 prior to Commencement of the Development and thereafter every 6 (six) months during the construction of the Development until its Completion.

3. DESIGN MONITORING CONTRIBUTION

- 3.1 The Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 (ten) Working Days of a Trigger Event.
- 3.2 It is hereby acknowledged and agreed that:
 - 3.2.1 there may be more than one Trigger Event; and

3.2.2 the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event.

4. RESTRICTION ON DEVELOPMENT

4.1 No Development shall be Commenced until the Developer has either:-

4.1.1 provided evidence to the LPA's reasonable satisfaction that the Planning Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or

4.1.2 paid the relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 3 above.

4.2 No Development shall be carried out except in strict accordance with the Approved Drawings.

5. DESIGN MONITORING PROCESS

5.1 The Parties hereby agree that:

5.1.1 this paragraph 5 shall apply (and shall only apply) following a Trigger Event;

5.1.2 the obligations on the LPA in this paragraph 5 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event.

5.2 Not more than 20 (twenty) Working Days following the Trigger Event the Developer and the LPA shall hold an initial workshop to:

5.2.1 discuss and agree how the Original Design Principles will be safeguarded;

5.2.2 discuss the appointment of the Monitoring Team;

5.2.3 discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and

5.2.4 review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4.

5.3 The following parties shall be invited to attend the Initial Design Monitoring Workshop:

5.3.1 the Design Team;

5.3.2 the Planning Team;

5.3.3 (if already appointed and different to the Planning Team) the Monitoring Team.

5.4 The Developer shall prepare and submit a draft Design Monitoring Plan to the LPA not less than 10 (ten) Working Days in advance of the Initial Design Monitoring Workshop.

5.5 Not later than 10 (ten) Working Days following the Initial Design Monitoring Workshop the LPA shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:

5.5.1 to monitor the design of the Development;

5.5.2 to oversee compliance with the Original Design Principles;

5.5.3 to oversee compliance with the quality of the Approved Drawings;

5.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;

- 5.5.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;
- 5.5.6 to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 (twenty) Working Days following the Initial Design Monitoring Workshop;
- 5.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);
- 5.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
- 5.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;
- 5.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
- 5.5.11 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
- 5.5.12 to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and
- 5.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions,

and the appointment of the Monitoring Team will incorporate the table set out in Part 3 of this Schedule.

5.6 The Developer shall:

- 5.6.1 comply with the requirements of the Developer identified in the final Design Monitoring Plan; and
- 5.6.2 procure the compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan including but not limited to attendance at workshops with the Monitoring Team, submission of information to the Monitoring Team for review and facilitating site visits and inspections.

PART 1
ORIGINAL DESIGN PRINCIPLES

Area	Principles, strategies, details & materials to be safeguarded
Building	<p>Detailed drawings including drawings of: Principal features on the facades e.g. bay studies</p> <ul style="list-style-type: none"> • Details of each envelope / roof type • Detailed brick elements including mortar joint profile • Details of glazing and curtain walling systems including any manifestation • Key junctions/bonds between materials/finishes • Ground floor frontages including entrances, glazing and signage zones, infill panels on plant rooms/bike stores etc, shopfronts or commercial/workspace frontages • Parapets, roof edges, rooftop plant screening, lift over runs etc • Elevational location of all joints eg structural, movement, panels • Elevational location of all openings in envelope eg ventilation grilles, bird & bat boxes • Elevational location of all items which are fixed to the façade eg fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes • Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to balconies / terraces • Details of key architectural metalwork / screens / gates • Details of balconies and terraces including floor finishes • Balustrade details • Details of soffits and canopies • Details of external stairs • Junctions with neighbouring buildings • External signage details including elevations and sections <p>Details of materials and products, including finishes, of: Façade and roof cladding materials</p> <ul style="list-style-type: none"> • Brick and mortar type including mortar joint profile • Window / door types (including finishes, glass types and any manifestation)

	<ul style="list-style-type: none"> • Curtain wall (including finishes, glass types and any manifestation) • Facing metalwork (e.g. balustrades, service doors, screens, gates) • All items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes) • Soffit and canopy materials • Balcony and terrace floor finishes • Samples of the above materials should be provided.
Landscape	<p>Detailed drawings including drawings of:</p> <ul style="list-style-type: none"> • Hard + soft landscaping details/paving • Tree planting • Retaining structures • Ecology features • Interface/ conflict with highways • Details of green / brown roof system <p>Details of materials and products, including finishes, of Hard + soft landscaping details/paving</p> <ul style="list-style-type: none"> • Any other materials not listed but bespoke to building requirements
Sustainability/ M&E (Building Services Engineer)	<ul style="list-style-type: none"> • Sustainability strategy (thermal performance, airtightness, renewables, zero carbon, material use) • Heated/ unheated space & airtightness strategy • Overheating prevention strategy • MEP principles and strategies • RCP plans where these affects external appearance such as walkways • Elements affecting façade such as vents or lighting

PART 2

MONITORING TEAM - ACTIONS AND DELIVERABLES

Workstage	Action	Deliverables	Completion Date
<p>Pre RIBA Stage 3/4 Significantly before any RIBA Stage 3/4 Technical Design begins</p>	<p>Initial Design Monitoring Workshop:</p> <p>Following submission of the Design Team Statement, a workshop meeting should take place between the Developer & LPA and should include discussion about:</p> <ul style="list-style-type: none"> • Proposed Design Team members / organisations • Proposed Monitoring Team members / organisations • Proposed ways of working between the Monitoring Team and the Design Team <p>Representatives of the Planning Team should be present for this meeting.</p> <p>A draft Design Monitoring Plan should be available for discussion setting out the principles of how design quality will be safeguarded. It is suggested that key members of the Design Team and the Monitoring Team are present for this discussion.</p>	<p>Draft Design Monitoring Plan (provided by the Developer). For discussion with LLDC LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>At RIBA Stage 3/4 Commencement Immediately prior to technical design commencing</p>	<p>Design Monitoring Plan:</p> <p>Design Monitoring Plan to be produced by Monitoring Team & submitted to the LPA for sign off, identifying:</p> <ul style="list-style-type: none"> • The Original Design Principles • Physical material samples, mock-ups & benchmarks for review & sign off by Monitoring Team/ LPA (including relevant planning conditions) • Elements requiring development and resolution • Risk elements (such as those requiring resolution with suppliers / subcontractors) 	<p>Design Monitoring Plan to be submitted to the LPA prior to start of RIBA Stage 3/4 and/</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	<ul style="list-style-type: none"> • Scope of Design Monitoring Reports • Plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates & milestones • Identify relevant planning conditions, and target dates for discharge • Frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages) • Information release schedule and construction phase plan 		
<p>RIBA Stage 3 – 5 During Technical Design & Construction</p>	<p>Design Monitoring Reports:</p> <p>Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4.</p> <p>Monitoring Architect to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows;</p> <ul style="list-style-type: none"> • Executive summary • Report on progress against the Design Monitoring Plan • Report on workshops held, with overview of conclusions • Report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub contractor/ supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period • Provide commentary and recommendations regarding submission of Design Applications by Design Team • Report on any deviations from the Approved Drawings • Report on progress on site, and conformity with design / approved 	<p>Submit Design Monitoring Reports to LPA as supporting information to discharge of each relevant design condition</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	<p>planning documents (during stage 5)</p> <ul style="list-style-type: none"> • Commentary on S73 or 96A applications in the period if applicable • Status of previous comments and recommendations • Actions and decisions required in the next period • Conclusions 		
<p>RIBA Stage 3 – 5 During Technical Design & Construction</p>	<p>Design Application Report For each design related condition discharge a supporting report should be provided including:</p> <ul style="list-style-type: none"> • Executive summary • Report on compliance with the Approved Drawings • For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process • Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition 	<p>Submit Design Application Report(s) to the LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>RIBA Stage 5 During construction</p>	<p>Design Monitoring Sample Reviews & Site Visits:</p> <p>Sample reviews: Carry out reviews of samples, mock-ups & benchmarks areas of external envelope and landscaped areas (identified in planning condition & Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the Works. Reviews to be combined with site visits where possible.</p> <p>Site Visits: Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up and benchmark areas. Site inspections prior</p>	<p>Monitoring Team to attend site visits with the LPA as requested</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

	to relevant condition sign off by the LPA of building elements such as façade brickwork or landscaping.		
RIBA Stage 6 Handover	<p>Design Monitoring Completion Letter:</p> <p>For each design related condition a supporting letter at completion should be provided including:</p> <ul style="list-style-type: none"> • Executive summary • Report on compliance with the Approved Drawings • Commentary on compliance with the information submitted for discharge of conditions • Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings 	Submit Design Monitoring Completion Letter to the LPA	Submission: DDMMYY Approval: DDMMYY

SCHEDULE 7

TRANSPORT AND HIGHWAYS

1. DEFINITIONS

"Bellway Development"	means the proposed development which is the subject of pre-application request reference 20/000331/S/COES
"Class B8 Workspace"	means all Class B8 units within the Development as indicated on the Commercial Workspace Plans
"Commercial Blue Badge Parking Space"	means 1 (one) parking space within the area shown on Plan 4 to be designated as blue badge parking spaces for use by occupiers of the Commercial Workspace
"Construction Transport Management Group"	means the group set up under the terms of the Legacy Communities Scheme Permission to manage and coordinate the cumulative construction traffic impacts arising from the Legacy Communities Scheme Permission and other developments
"CPZ"	means controlled parking zone
"Delivery and Servicing Management Plan"	means a strategy to be prepared by the Developer for both the commercial and residential elements of the Development and including but not limited to: (a) Details of commercial refuse collections; and (b) A strategy for accommodating cargo bikes on the Site associated with use of the Class B8 Workspace
"End User"	means the occupational tenant or tenants of any Class B8 Workspace or part thereof
"Highway Improvements"	means (unless otherwise agreed with the LPA and the Highway Authority) works including but not limited to: (a) Delivery of improved footpath facilities over Bow Back River (Cooks Road) Bridge; (b) Provision of vehicular access onto Cooks Road from the Site; (c) Delivery of public realm fronting Cooks Road, connections to Barbers Road to the north and Cooks Road to the south of the Bow Back River; (d) Necessary amendments to Traffic Management Orders applying to Cooks Road; (e) Delivery of temporary improvements to pedestrian footpaths and crossings to Cooks Road and Barbers Road to improve inclusive access between the Site and Pudding Mill Lane DLR (in the event that the Development is Completed in advance of the Bellway Development); and (f) Any other highway improvement schemes which are determined to be necessary by the Council's Highways

and Transport Planning Department (acting reasonably) to address the outcomes of the safety audit carried out pursuant to Condition 51

Highways Contribution	means £20,000 (twenty thousand pounds) (Indexed) towards mitigation of construction impacts on the local highway network
"Legacy Communities Scheme Permission"	means planning permission reference 11/90621/OUTODA as varied by planning permission reference 14/00036/VAR
"Marshgate Lane Bridge Contribution"	means £100,000 (one hundred thousand pounds) (Indexed) towards works for the feasibility and delivery of Marshgate Lane Bridge
"Mobility Strategy"	means a strategy setting out the steps taken to comply with the obligations in paragraph 4.1 of this Schedule 7
"Residential Blue Badge Parking Spaces"	means 15 (fifteen) parking spaces within the area shown on Plan 5 to be designated as blue badge parking spaces for use by occupiers of the Residential Units
"S278 Agreement"	means a highway agreement under section 278 and/or section 38 of the Highways Act 1980 to secure the Highway Improvements and any relevant and necessary public realm improvement works to Cooks Road and Barbers Road

2. HIGHWAY IMPROVEMENTS AND MITIGATION

- 2.1 Prior to any above ground works the Developer shall submit the specification of the Highway Improvements to the LPA and the Highway Authority for approval and shall not carry out any above ground works unless and until such specification has been approved in writing by the LPA and the Highway Authority.
- 2.2 Prior to any above ground works the Developer shall enter into the S278 Agreement (or S278 Agreements as applicable) with the Highway Authority agreed in accordance with paragraph 2.1 on terms that are satisfactory to the LPA and the Highway Authority and shall not carry out any above ground works unless and until the S278 Agreement (or S278 Agreements) have been entered into in accordance with this paragraph.
- 2.3 Prior to Commencement of the Development the Developer shall pay the Highways Contribution to the Highway Authority and the Developer covenants not to Commence Development until the Highways Contribution has been paid to the Highway Authority.
- 2.4 Prior to Substantial Implementation the Developer shall pay the Marshgate Lane Bridge Contribution to the Highway Authority and the Developer covenants that Substantial Implementation shall not take place until the Marshgate Lane Bridge Contribution has been paid to the Highway Authority.

3. CONSTRUCTION TRANSPORT MANAGEMENT GROUP

- 3.1 With effect from the date of this Agreement the Developer shall:
 - 3.1.1 notify the Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;
 - 3.1.2 if invited to attend meetings of the Construction Transport Management Group, send one or more representatives to such meetings; and
 - 3.1.3 provide such information to the Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.

3.2 The obligation in paragraph 3.1 shall cease to apply on the earlier of the expiry of the Planning Permission without implementation or the Completion of the Development.

4. **BLUE BADGE PARKING**

4.1 The Developer shall use Reasonable Endeavours to procure that the Highway Authority designates the Residential Blue Badge Parking Spaces for the exclusive use of occupiers of the Residential Units and the Commercial Blue Badge Parking Space for the exclusive use of occupiers of the Commercial Workspace, including payment of any reasonable administrative fees incurred by the Highway Authority and associated with the creation of a CPZ sub-zone for the Development.

4.2 Prior to First Occupation of the Development the Developer shall submit the Mobility Strategy to the Highway Authority and the Development shall not be Occupied until the Highway Authority has approved the Mobility Strategy.

5. **CAR CLUB**

The Developer shall provide the first household to Occupy each Residential Unit and the first commercial tenant of each unit within the Commercial Workspace with free membership (together with a starter pack with a minimum £50 (fifty pounds) (Indexed) credit) for a period of 3 (three) years for the use of a car club/van share scheme in the vicinity of the Development **PROVIDED THAT** in the interests of administrative efficiency the Parties agree that the monies required to provide the free car club membership referred to in this paragraph can be paid directly to the car club provider.

6. **CAR FREE DEVELOPMENT**

6.1 The Developer covenants with the LPA that:-

6.1.1 it shall include in each transfer of a Residential Unit and in each lease for a unit of Commercial Workspace a covenant on the transferee or tenant (as relevant) that they shall not apply for or obtain an on-street parking permit (save for any permit to which they may be entitled in connection with any accommodation or any business that is not part of the Development and save for short term, pay as you go parking for not more than 48 (forty-eight) hours at a time) to park a vehicle on public highways in the vicinity of the Development at any time during the life of the Development unless otherwise agreed by the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disable Persons' Act 1970;

6.1.2 each Residential Unit or unit of Commercial Workspace shall not be Occupied unless the covenant set out in paragraph 6.1.1 is contained in the transfer or lease for that unit;

6.1.3 it shall not dispose of to any person or Occupy or allow any person and/or company to Occupy any unit of the Commercial Workspace unless a notice has been served on such person and/or company that the covenant set out at paragraph 6.1.1 is contained in the lease and therefore such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit (save for any permit to which they may be entitled in connection with any accommodation or any business that is not part of the Development and save for short term, pay as you go parking for not more than 48 (forty-eight) hours at a time) to park a vehicle in any marked highway bay or other place on the public highway; and

6.1.4 prior to the Occupation of the Development to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this Schedule and thereafter notify the LPA in writing that such notification has been made.

7. ELECTRIC CHARGING PROVISION

- 7.1 The Developer shall ensure that prior to First Occupation of any Residential Unit which either includes in its demise or is granted exclusive rights to use a residential parking space comprised in the Development the said parking space has electric vehicle charging point provision.
- 7.2 The Developer shall not First Occupy any Residential Unit that either includes in its demise or is granted exclusive rights to use a residential parking space comprised in the Development until the said parking space has electric vehicle charging point provision.

8. DELIVERY AND SERVICING MANAGEMENT PLAN

- 8.1 Prior to First Occupation the Developer shall submit a Delivery and Servicing Management Plan to the LPA for approval.
- 8.2 The Developer shall not First Occupy the Development until it has obtained the LPA's approval of the Delivery and Servicing Management Plan.
- 8.3 The approved Delivery and Servicing Management Plan shall be implemented from First Occupation and thereafter the Development shall be Occupied in accordance with the approved Delivery and Servicing Management Plan (as may be amended from time to time with the prior written approval of the LPA) during the lifetime of the Development.

9. DELIVERY FLEET

- 9.1 The Developer covenants as follows:
- 9.1.1 the Developer shall not let the Class B8 Workspace other than to End Users of the Class B8 Workspace which (i) use a delivery fleet consisting entirely of electric vehicles and/or cargo bikes and/or pedestrian delivery and (ii) which only use non-diesel/non-petrol engine vehicles for deliveries to the unit in question (excluding waste/refuse collections);
- 9.1.2 the Class B8 Workspace shall only be Occupied by End Users which (i) use a delivery fleet consisting entirely of electric vehicles and/or cargo bikes and/or pedestrian delivery and (ii) which only use non-diesel/non-petrol engine vehicles for deliveries to the unit in question (excluding waste/refuse collections);
- 9.1.3 the Developer (but not an End User) shall be deemed to have complied with the provisions of paragraph 9.1.2 above if it has used Reasonable Endeavours to ensure compliance by End Users; and
- 9.1.4 the LPA shall acknowledge receipt to the Developer within 15 (fifteen) Working Days' of receipt of a written request to vary the terms of paragraph 9.1.1 and/or 9.1.2 above (provided always that it is acknowledged by the Developer that this paragraph shall not oblige the LPA to confirm its approval or refusal of such request and that any amendment to the provisions of this paragraph 9 will require the Parties to enter into a deed of variation of this Agreement pursuant to section 106A of the 1990 Act).

SCHEDULE 8

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"		means the modal split targets identified in the approved Travel Plan
"Monitoring Period"		means 6 (six) months after First Occupation of the Development until the date falling 5 (five) years after First Occupation of the final Building to be Completed
"Sustainable Measures"	Transport	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure, in order to encourage greater travel by walking and cycling) 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 to be submitted to the LPA for approval pursuant to paragraph 2 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 Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked; (b) monitoring of the usage of the car parking which is available for use in the Development; and (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
"Travel Plan Contribution"	Monitoring	means a financial contribution of £20,000 (twenty thousand pounds) (Indexed) towards the LPA's costs of monitoring the Travel Plan
"Travel Plan Officer"	Monitoring	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
"Travel Plan Report"	Monitoring	means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:- (a) details of trip generation rates; (b) details of mode share and change in mode share over time; (c) details of how effectively the Travel Plan has operated within the previous period; and

- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved; and
- (e) (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

"Travel Plan Review Period" means:

- (a) initially the period of 6 (six) months commencing on First Occupation of the first Residential Unit to be Occupied; and
- (b) thereafter the period of 12 (twelve) months commencing on expiry of the period referred to in (a) and each subsequent 12 (twelve) month period

2. TRAVEL PLAN

2.1 Prior to First Occupation of the Development the Developer shall:-

- 2.1.1 submit the Travel Plan to the LPA for approval; and
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer, and

the Development shall not be Occupied unless and until the Travel Plan has been approved by the LPA pursuant to paragraph 2.1.1 above and the provisions of paragraph 2.1.2 have been complied with.

2.2 The Travel Plan to be submitted pursuant to paragraph 2.1 shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

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

- 2.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 2.3.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 2.3.4 contain measures aimed at:-
 - (a) positively influencing the travel behaviour of residents, employees and other users 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 the Development.
- 2.3.5 include a parking review plan which sets out:-
- (a) a strategy for periodic review of the parking spaces; and
 - (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 (one) parking space is offered to each resident or employee who is a disabled motorist in line with London Plan policy, up to a maximum of 23 (twenty-three) spaces.
- 2.3.6 include a car parking management plan which sets out:
- (a) principles for allocating car parking spaces for residents or staff and enforcement of allocated spaces;
 - (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.
- 2.4 The Developer shall implement the approved Travel Plan from First Occupation of any part of the Development 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.
- 2.5 Thereafter the Developer shall ensure that the Development is Occupied in accordance with the approved Travel Plan (as amended from time to time) for the lifetime of the Development.
- 3. TRAVEL PLAN MONITORING**
- 3.1 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.
- 3.2 During the Monitoring Period the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by not later than 42 (forty-two) days after the end of each Travel Plan Review Period.
- 3.3 Prior to the submission of a report referred to in paragraph 3.2 the Developer shall agree the structure of that report with the LPA.
- 3.4 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.
- 4. MODAL SPLIT TARGETS**
- 4.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved or are unlikely to be achieved the Developer 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.
- 4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any Travel Plan Monitoring Report in accordance with the timetable set out therein as approved by the LPA.
- 4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved or are unlikely to be

achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

5. TRAVEL PLAN MONITORING CONTRIBUTION

The Developer shall pay the Travel Plan Monitoring Contribution to the LPA prior to First Occupation and the Developer shall not First Occupy the Development until such payment has been made.

SCHEDULE 9

NOISE MITIGATION AND MANAGEMENT

1. DEFINITIONS

- "Operational Noise Management Strategy "** means a strategy to be prepared by the Developer in respect of the Commercial Workspace setting out the measures to control noise impacts relating to employee management, delivery, servicing, loading/unloading, vehicle reversing (i.e. no reversing alarms), entrance door management (i.e. doors to be closed during loading/unloading within specified hours)
- "Residents' Liaison Strategy Group"** means a group to be established by the Developer which will target residents of the Development as well as residents from neighbouring developments with the purpose of consulting such residents with regard to the Operational Noise Management Strategy
- "Residents' Welcome Pack"** means a welcome pack to be prepared by the Developer informing all residents of the Development of the mixed use nature of the Development including the fact that commercial uses within the Development may be operational 24 (twenty-four) hours a day and 7 (seven) days a week, together with information relating to the noise mitigation measures installed in the Development and relevant complaint procedures

2. OPERATIONAL NOISE MANAGEMENT STRATEGY

- 2.1 Prior to Substantial Implementation the Developer shall submit an Operational Noise Management Strategy to the LPA for approval.
- 2.2 The Developer shall not Substantially Implement the Development unless and until it has obtained the LPA's approval of the Operational Noise Management Strategy.
- 2.3 The approved Operational Noise Management Strategy shall be implemented from First Occupation and thereafter the Development shall be Occupied in accordance with the approved Operational Noise Management Strategy (as may be amended from time to time with the prior written approval of the LPA) during the lifetime of the Development.

3. RESIDENTS' WELCOME PACK

- 3.1 Prior to First Occupation of any Residential Unit the Developer shall provide a Residents' Welcome Pack to the first occupier of that unit.
- 3.2 The Developer shall not First Occupy or permit First Occupation of any Residential Unit unless and until it has provided a Residents' Welcome Pack to the first occupier of that unit.

4. RESIDENTS' LIAISON STRATEGY GROUP

- 4.1 Prior to First Occupation of the Commercial Workspace the Developer shall establish a Residents' Liaison Strategy Group.
- 4.2 The Developer shall not First Occupy or permit First Occupation of the Commercial Workspace unless and until it has established a Residents' Liaison Strategy Group.
- 4.3 The Developer shall ensure the continuance of the Residents' Liaison Strategy Group for a minimum period of 10 (ten) years from Occupation of the first Residential Unit.

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

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of LONDON LEGACY DEVELOPMENT CORPORATION in the presence of:-

[Handwritten signature]

~~Director~~
AUTHORIZED SIGNATORY
~~Director/Secretary~~



Executed as a Deed by Vulcan Wharf Holdings LLP acting by a member, London Square Partners Limited (itself acting by Scott Brown, director) and, a member, Peabody Developments Limited (acting by its attorney TLT LLP (itself acting by Sarah Hale, a member of TLT LLP, and Kane Kirkbride, a member of TLT LLP), under a power of attorney dated 28 January 2021):

[Handwritten signature]

....., director on behalf of London Square Partners Limited, member

* Daniel Lloyd
** Peter Richards-Goskin

[Handwritten name: Daniel Lloyd]

[Handwritten signature: Daniel Lloyd PP Sarah Hale]
.....
Sarah Hale, TLT LLP as attorney for Peabody Developments Limited, member

[Handwritten signature: Peter Richards-Goskin]
Peter Richards-Goskin

[Handwritten signature: Daniel Lloyd PP Kane Kirkbride]
.....
Kane Kirkbride, TLT LLP as attorney for Peabody Developments Limited, member

APPENDIX 1
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

Vulcan Wharf Holdings LLP

Agent

Louise Overton,
DP9 Ltd
100 Pall Mall
London
SW1Y 5NQ

Part I - Particulars of Application

Date of Application: 18-Aug-2020

Application No: 20/00307/FUL

Proposal: **Application for full planning permission for the demolition of the existing buildings and redevelopment of the site to provide buildings between two and 14 storeys in height to include 457 residential units (Use Class C3), 5,594sqm (GEA) of storage and distribution floorspace (Use Class B8), 3,494sqm (GEA) of light industrial floorspace (Use Class B1c) and 180sqm (GEA) of retail floorspace (Use Classes A1/A2/A3), with car and cycle parking and associated hard and soft landscaping.**

Location: **Vulcan Wharf, Cooks Road, Stratford, London, E15 2PW**

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 Period

The development to which this permission relates must be begun no later than three years from the date of this decision notice.

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

2) Approved Plans

The development shall be carried out and retained as approved thereafter in accordance with the following drawings and documents:

Site Location Plan	VWB-ASA-ZZ-00-DR-A-0101 Rev P3
Existing Site Plan	VWB-ASA-ZZ-00-DR-A-0102 Rev P4
Proposed Site Plan	VWB-ASA-ZZ-00-DR-A-0103 Rev P4
Proposed Basement Plan	VWB-ASA-ZZ-B1-DR-A-0200 Rev P3
Proposed Ground Floor Plan	VWB-ASA-ZZ-00-DR-A-0201 Rev P4
Proposed First Floor Plan	VWB-ASA-ZZ-01-DR-A-0202 Rev P4
Proposed Second Floor Plan	VWB-ASA-ZZ-02-DR-A-0203 Rev P4
Proposed Third Floor Plan	VWB-ASA-ZZ-03-DR-A-0204 Rev P4
Proposed Fourth Floor Plan	VWB-ASA-ZZ-04-DR-A-0205 Rev P3
Proposed Fifth Floor Plan	VWB-ASA-ZZ-05-DR-A-0206 Rev P3
Proposed Sixth Floor Plan	VWB-ASA-ZZ-06-DR-A-0207 Rev P3
Proposed Seventh Floor Plan	VWB-ASA-ZZ-07-DR-A-0208 Rev P3
Proposed Eighth Floor Plan	VWB-ASA-ZZ-08-DR-A-0209 Rev P3
Proposed Ninth Floor Plan	VWB-ASA-ZZ-09-DR-A-0210 Rev P3
Proposed Tenth Floor Plan	VWB-ASA-ZZ-10-DR-A-0211 Rev P3
Proposed Eleventh Floor Plan	VWB-ASA-ZZ-11-DR-A-0212 Rev P3
Proposed Twelfth Floor Plan	VWB-ASA-ZZ-12-DR-A-0213 Rev P3
Proposed Thirteenth Floor Plan	VWB-ASA-ZZ-13-DR-A-0214 Rev P3
Proposed Roof Plan	VWB-ASA-ZZ-RP-DR-A-0215 Rev P4
Proposed Site North Elevation	VWB-ASA-ZZ-XX-DR-A-0401 Rev P4
Proposed Heylyn Mews East Elevation	VWB-ASA-ZZ-XX-DR-A-0402 Rev P4

Proposed Site Wide South Elevation	VWB-ASA-ZZ-XX-DR-A-0403 Rev P4
Proposed Site Wide West Elevation	VWB-ASA-ZZ-XX-DR-A-0404 Rev P4
Proposed Building D Short Section	VWB-ASA-ZZ-XX-DR-A-0405 Rev P3
Proposed Buildings C, D and E Long Section	VWB-ASA-ZZ-XX-DR-A-0406 Rev P4
Proposed Buildings A, B and V1 Long Section	VWB-ASA-ZZ-XX-DR-A-0407 Rev P3
Proposed Building B Short Section	VWB-ASA-ZZ-XX-DR-A-0408 Rev P3
Proposed V2 Podium Section	VWB-ASA-ZZ-XX-DR-A-0409 Rev P4
Proposed Building A Short Section	VWB-ASA-ZZ-XX-DR-A-0410 Rev P3
Proposed Building E East Elevation	VWB-ASA-ZZ-XX-DR-A-0411 Rev P3
Proposed Site Wide East Elevation	VWB-ASA-ZZ-XX-DR-A-0412 Rev P3
Proposed Heylyn Mews West Elevation	VWB-ASA-ZZ-XX-DR-A-0413 Rev P3
Proposed Building A Second Floor Plan	VWB-ASA-BLA-02-DR-A-0251 Rev P4
Proposed Building A Third Floor Plan	VWB-ASA-BLA-03-DR-A-0252 Rev P4
Proposed Building A Fourth Floor Plan	VWB-ASA-BLA-04-DR-A-0253 Rev P4
Proposed Building A Typical Floor Plan	VWB-ASA-BLA-05-DR-A-0254 Rev P4
Proposed Building B Second Floor Plan	VWB-ASA-BLB-02-DR-A-0261 Rev P4
Proposed Building B Third Floor Plan	VWB-ASA-BLB-03-DR-A-0262 Rev P4
Proposed Building B Fourth Floor Plan	VWB-ASA-BLB-04-DR-A-0263 Rev P4
Proposed Building B Typical Floor Plan	VWB-ASA-BLB-05-DR-A-0264 Rev P4
Proposed Building C Second Floor Plan	VWB-ASA-BLC-02-DR-A-0271 Rev P4
Proposed Building C Third Floor Plan	VWB-ASA-BLC-03-DR-A-0272 Rev P4
Proposed Building C Fourth Floor Plan	VWB-ASA-BLC-04-DR-A-0273 Rev P4
Proposed Building C Typical Floor Plan	VWB-ASA-BLC-05-DR-A-0274 Rev P4
Proposed Building C Eleventh Floor Plan	VWB-ASA-BLC-11-DR-A-0276 Rev P4
Proposed Building D Second Floor Plan	VWB-ASA-BLD-02-DR-A-0281 Rev P4
Proposed Building D Third Floor Plan	VWB-ASA-BLD-03-DR-A-0282 Rev P4
Proposed Building D Fourth Floor Plan	VWB-ASA-BLD-04-DR-A-0283 Rev P4
Proposed Building D Typical Floor Plan	VWB-ASA-BLD-05-DR-A-0284 Rev P4
Proposed Building D Eleventh Floor Plan	VWB-ASA-BLD-11-DR-A-0286 Rev P4

Proposed Building E Second Floor Plan	VWB-ASA-BLE-02-DR-A-0291 Rev P4
Proposed Building E Third Floor Plan	VWB-ASA-BLE-03-DR-A-0292 Rev P4
Proposed Building E Fourth Floor Plan	VWB-ASA-BLE-04-DR-A-0293 Rev P4
Proposed Building E Typical Floor Plan	VWB-ASA-BLE-05-DR-A-0294 Rev P4
Proposed Building E Eleventh Floor Plan	VWB-ASA-BLE-11-DR-A-0296 Rev P4
Proposed V1 Ground Floor Plan	1820_P_101_010 Rev P5
Proposed V1 First Floor Plan	1820_P_101_011 Rev P5
Proposed V1 Second Floor Plan	1820_P_101_012 Rev P5
Proposed V1 Third Floor Plan	1820_P_101_013 Rev P5
Proposed V1 Fourth Floor Plan	1820_P_101_014 Rev P5
Proposed V1 Fifth Floor Plan	1820_P_101_015 Rev P5
Proposed V1 Sixth Floor Plan	1820_P_101_016 Rev P5
Proposed V1 Seventh Floor Plan	1820_P_101_017 Rev P5
Proposed V1 Eighth Floor Plan	1820_P_101_018 Rev P5
Proposed V1 Ninth Floor Plan	1820_P_101_019 Rev P5
Proposed V1 Tenth Floor Plan	1820_P_101_020 Rev P5
Proposed V1 Eleventh Floor Plan	1820_P_101_021 Rev P5
Proposed V1 Twelfth Floor Plan	1820_P_101_022 Rev P5
Proposed V1 Thirteenth Floor Plan	1820_P_101_023 Rev P5
Proposed V1 Fourteenth Floor Plan	1820_P_101_024 Rev P5
Proposed V1 Roof Plan	1820_P_101_025 Rev P5
Proposed Building C Typical Ladder Section & Façade Study	VWB-ASA-ZZ-XX-DR-A-0500 Rev P3
Proposed Building A Typical Ladder Section & Façade Study	VWB-ASA-ZZ-XX-DR-A-0501 Rev P3
Proposed Podium Typical Ladder Section & Façade Study	VWB-ASA-ZZ-XX-DR-A-0502 Rev P3
Proposed Loading Bay Entrance Typical Ladder Section & Façade Study	VWB-ASA-ZZ-XX-DR-A-0503 Rev P3
Proposed Building D Typical Ladder Section & Façade Study	VWB-ASA-ZZ-XX-DR-A-0504 Rev P3
Proposed Building A Typical Inset Balcony Study	VWB-ASA-ZZ-XX-DR-A-0505 Rev P2

Proposed Building B Duplex Ladder Section & Façade Study	VWB-ASA-ZZ-XX-DR-A-0506 Rev P2
Proposed V1 Residential Entrance Cooks Road Ladder Section & Façade Study	1820_P_112_060 Rev P3
Proposed V1 East Riverside Ladder Section & Façade Study	1820_P_112_061 Rev P2
Proposed V1 Heylyn Mews Ladder Section and Façade Study	1820_P_112_062 Rev P2
Proposed V1 Corner Inset Balcony Façade Study	1820_P_112_063 Rev P1
Proposed V1 Heylyn Mews South Ladder Section and Façade Study	1820_P_112_064 Rev P1
Proposed V1 Heylyn Gardens Ladder Section and Façade Study	1820_P_112_065 Rev P1
GA Hard Landscape & Levels 1 of 4	VWB-ASE-ZZ-00-DR-L-0200 Rev P5
GA Hard Landscape & Levels 2 of 4	VWB-ASE-ZZ-00-DR-L-0201 Rev P4
GA Hard Landscape & Levels 3 of 4	VWB-ASE-ZZ-00-DR-L-0202 Rev P5
GA Hard Landscape & Levels 4 of 4	VWB-ASE-ZZ-00-DR-L-0203 Rev P4
GA Sections: Riverside 1 of 3	VWB-ASE-ZZ-00-DR-L-0300 Rev P3
GA Sections: Riverside 2 of 3	VWB-ASE-ZZ-00-DR-L-0301 Rev P3
GA Sections: Riverside 3 of 3	VWB-ASE-ZZ-00-DR-L-0302 Rev P3
GA Sections: Cook's Road 1 of 2	VWB-ASE-ZZ-00-DR-L-0310 Rev P3
GA Sections: Cook's Road 2 of 2	VWB-ASE-ZZ-00-DR-L-0311 Rev P3
GA Sections: Frye Place	VWB-ASE-ZZ-00-DR-L-0320 Rev P3
GA Sections: Heylyn Mews 1 of 1	VWB-ASE-ZZ-00-DR-L-0332 Rev P3
GA Sections: Podium 1 of 5	VWB-ASE-ZZ-00-DR-L-0340 Rev P3
GA Sections: Podium 2 of 5	VWB-ASE-ZZ-00-DR-L-0341 Rev P3
GA Sections: Podium 3 of 5	VWB-ASE-ZZ-00-DR-L-0342 Rev P3
GA Sections: Podium 4 of 5	VWB-ASE-ZZ-00-DR-L-0343 Rev P3
GA Sections: Podium 5 of 5	VWB-ASE-ZZ-00-DR-L-0344 Rev P3
Illustrative Landscape Plan - Hard Landscape notes 1 of 2	VWB-ASE-ZZ-XX-DR-L-0101 Rev P3
Illustrative Landscape Plan - Hard Landscape notes 2 of 2	VWB-ASE-ZZ-XX-DR-L-0102 Rev P3

Tree planting depths, Typical ground floor and podium conditions	VWB-ASE-ZZ-XX-DR-L-0910 Rev P2
GA: Soft Landscape 1 of 4	VWB-ASE-ZZ-ZZ-DR-L-0401 Rev P4
GA: Soft Landscape 2 of 4	VWB-ASE-ZZ-ZZ-DR-L-0402 Rev P4
GA: Soft Landscape 3 of 4	VWB-ASE-ZZ-ZZ-DR-L-0403 Rev P4
GA: Soft Landscape 4 of 4	VWB-ASE-ZZ-ZZ-DR-L-0404 Rev P4

Reason: To ensure that the development is undertaken in accordance and retained with the approved drawings.

3) 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 written evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

4) Phasing of Development

Prior to the commencement of development, a phasing plan requiring details of the sequence of demolition, construction and occupation of buildings and public realm shall be submitted to and approved in writing by the Local Planning Authority. No building constructed as part of the Development shall be Occupied until vehicular, pedestrian and emergency vehicle route(s) needed to access that building have been completed and are open to the public. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the appropriate public realm and highway infrastructure is provided in a timely manner prior to the first occupation of the relevant part of the development in accordance with Policies T.4 and T.6 of the Local Plan (2020) and for the avoidance of doubt, this planning permission is a phased planning permission for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) and each phase of the development as described on the approved Phasing Plan shall constitute a separate chargeable development.

5) Bat Survey

Prior to the commencement of any demolition works, a Roosting Bat Survey Report shall be submitted to and approved in writing by the Local Planning Authority. The survey shall demonstrate that internal inspections of all buildings within the site have been completed, followed by further exit re-entry surveys sufficient to confirm the presence or likely absence of roosts.

Based on the observed activity, if the most likely type of roost(s), if present, is for an individual bat of a common species, which, while not considered to be of nature conservation significance (by Natural

England) is fully protected, the roost shall be removed under European Protected Species mitigation licence, mitigation class licence or method statement (as appropriate) prior to demolition.

Reason: To preserve and enhance biodiversity in accordance with Strategic Policy SP.3 and Policy BN.3 of the Local Plan (2020).

Pre-commencement justification: To ensure that any existing roosting bats are moved off site in an appropriate manner prior to commencement of any demolition works.

6) Non-Road Mobile Machinery

No non-road mobile machinery (NRMM) shall be used in carrying out this development unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development in accordance with Policy BN.11 of the Local Plan (2020).

7) Geoarchaeological and Archaeological Works

A) No development (except demolition above ground floor level) hereby permitted shall commence until a programme of archaeological work including a Written Scheme of Investigation has been submitted to and approved in writing by the local planning authority. The scheme shall include an assessment of significance and research questions, and all of the following:

- i. The provision of a site deposit model.
- ii. The programme and methodology of site investigation and recording.
- iii. The programme for post investigation assessment.
- iv. Provision to be made for analysis of the site investigation and recording.
- v. Provision to be made for publication and dissemination of the analysis and records of the site investigation.
- vi. Provision to be made for archive deposition of the analysis and records of the site investigation.
- vii. Nomination of a competent person or persons/ organisation to undertake the works set out within the Written Scheme of Investigation.

B) No development (except demolition above ground floor level) shall take place other than in accordance with the Written Scheme of Investigation approved under part (A) of this condition.

C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under part (A) of this condition and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason: To ensure that archaeological remains are properly investigated and recorded and to ensure that the development is in accordance with Policy BN.13 of the Local Plan (2020).

Pre-commencement justification: The details may impact on the preservation of archaeological remains during construction work.

8) Construction Hours

There shall be no demolition or construction work outside the hours of 08.00 to

18.00 on Monday to Friday, and 08.00 to 13.00 on Saturdays, nor at any time on Sundays or on Bank or Public Holidays, without the prior written approval of the Local Planning Authority. Construction work audible at the façade of any noise sensitive premises may only take place outside these permitted hours of work where these works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To protect the amenities and environment of residents and other sensitive receptors, in accordance with Policy BN.12 of the Local Plan (2020).

9) Demolition & Construction Management Plan

No development hereby permitted for the relevant phase shall commence until full details of the proposed construction methodology, in the form of a Demolition & Construction Management Plan for the relevant phase, have been submitted to and approved in writing by the Local Planning Authority. The Demolition & Construction Management Plan for the relevant phase 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. All demolition and construction activities shall be carried out in accordance with the approved details.

The Demolition & Construction Management Plan for the relevant phase shall include details regarding:

- a) Noise and vibration mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) Deliveries within site, to ensure vehicles do not stop on the highway;
- d) Community liaison plan and the notification of neighbours with regard to specific works;
- e) Advance notification of road closures;
- f) Details of any required footpath closures and associated pedestrian management plan;
- g) Details of parking bay suspensions and temporary access;
- h) Details regarding construction parking, deliveries (including booking systems and measures to consolidate loads to reduce trips), and storage (including hours of deliveries);
- i) Details of measures to prevent the deposit of mud and debris on the public highway;
- j) A feasibility survey shall be carried out to consider the potential for moving demolition and construction material from the site by waterborne freight;

- k) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- l) Details of collaboration with adjoining development sites to mitigate against detrimental impacts;
- m) Any other measures (including lighting) to mitigate the impact of construction upon the amenity of the area (including the Lea Navigation River and areas of adjacent habitat) and the function and safety of the highway network;
- n) A Construction Transport Management Plan (CTMP) including measures such as restricting timing of construction vehicle movements (and access/egress to the site) to avoid peak congested hours on the local road network.
- o) Details of routes and access for construction traffic, including lorry holding areas;
- p) Dealing with complaints and community liaison
- q) Full details of the proposed surface water drainage arrangements;
- r) A requirement that no surface water (either via drains or surface water run-off) or extracted perched water or groundwater shall be allowed to be discharged into the Canal & River Trust waterway during the demolition/construction/enabling works. Such waters should be discharged to the foul sewer or be tankered off-site;
- s) Full details of the Type 3 Attenuation and Downstream Defender suggested for the service yard as a suitable SUDs (as referred to in the submitted FRA document);
- t) Identification of Council's statutory legal duties and Council's expectations regarding building demolition and construction.
- u) A survey of the existing conditions of adjacent public highways and measures taken to protect highway infrastructure; and
- v) Details of site compound arrangements.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity throughout all phases of the development process in accordance with Policies BN.11 and T.4 of the Local Plan (2020).

Pre-commencement justification: To ensure that demolition and construction impacts are appropriately mitigated in advance of commencement of works.

10) Construction Dust Monitoring and Mitigation

Prior to commencement of the development of the relevant phase hereby permitted, a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities for the relevant phase shall have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in November 2006 (or any subsequent revision) and shall include:

- a) The identification of suitable locations within the vicinity of dust sensitive premises for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;

- b) The frequency and other arrangements for dust monitoring; and
- c) The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

All demolition and construction shall thereafter be carried out in accordance with the approved scheme for dust monitoring, assessment and mitigation for all construction activities.

Reason: To ensure that the development constructed in a manner that minimises emissions of pollutants to the air in accordance with Policy BN.11 of the Local Plan (2020).

Pre-commencement justification: To ensure that demolition and construction impacts are appropriately mitigated in advance of commencement of works

11) Construction Waste Management Plan

Prior to commencement of the relevant phase of development, a Construction Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority for that phase. The objectives of the management plan shall be to ensure all waste arising from demolition and construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The management plan for the relevant phase shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of works including site-preparation and remediation. The management plan for the relevant phase shall include as a minimum the following information:

- a) Classification of all waste including hazardous waste according to current legislative provisions;
- b) Performance measurement and target setting against estimated waste forecasts;
- c) Reporting of project performance on quantities and options utilised;
- d) Measures to minimise waste generation;
- e) Opportunities for re-use or recycling;
- f) Provision for the segregation of waste streams on the Site that are clearly labelled;
- g) Licensing requirements for disposal sites;
- h) An appropriate audit trail encompassing waste disposal activities and waste consignment notes;
- i) Measures to avoid fly tipping by others on lands being used for construction. Returns policies for unwanted materials;
- j) Measures to provide adequate training and awareness through toolbox talks; and
- k) Returns policies for unwanted materials.

The relevant phase shall thereafter be carried out in accordance with the approved Construction Waste Management Plan for that Phase.

Reason: To ensure that the construction of the Development incorporates adequate waste reduction measures and that on-site waste is appropriately handled and stored in accordance with Policy S.7 of the Local Plan (2020).

Pre-commencement justification: To ensure that demolition and construction impacts are appropriately mitigated in advance of commencement of works.

12) Piling Method Statement

No piling in relation to the relevant phase of the development hereby approved, including impact piling, deep foundations and other intrusive groundwork, 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 impact on ground water, damage to subsurface water infrastructure, and the programme for the works) for that phase has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water and The Environment Agency. All piling within a phase shall be undertaken in accordance with the terms of the approved piling method statement for that phase.

Reason: To ensure appropriate piling methodology to protect underground water utility infrastructure and avoid groundwater contamination Policies BN.13 and S.5 of the Local Plan (2020).

13) Contamination

- A) Prior to the commencement of the relevant phase of development (save for demolition), the following components of a scheme to manage the risks associated with contamination of the relevant phase shall have been submitted to and approved in writing by the Local Planning Authority:
- i) A preliminary risk assessment, including a desk study and site reconnaissance, which has identified all previous uses; potential contaminants associated with those uses; a conceptual model of the site indicating sources, pathways and receptors; and potentially unacceptable risks arising from contamination at the site;
 - ii) A site investigation scheme, based on (i) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off- site;
 - (iii) The site investigation results and the detailed risk assessment resulting from
 - (iv) and based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken;
 - (v) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
- The development shall thereafter be implemented in accordance with the details and measures approved.
- B) Prior to first occupation/use of each phase of the development, a verification report demonstrating completion of the works set out in the approved remediation strategy for the

relevant phase and the effectiveness of the remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan ('long-term monitoring and maintenance plan') for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority.

- C) If, during development, contamination not previously identified is found to be present at the site or is found elsewhere and considered by the Local Planning Authority to be attributed to this site, then no further development shall have been carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy as necessary, detailing how this unexpected contamination will be dealt with.

Reason: To protect the health of future users or occupiers of this site and the wider environment in accordance with Policy BN.14 of the Local Plan (2020).

Pre-commencement justification: to ensure there is no detrimental health impacts on future users or occupants of the site.

14) Surface Water Drainage

- a) Prior to the commencement of development details of surface water drainage shall be submitted to and approved in writing by the Local Planning Authority. No infiltration of surface water drainage into the ground at/from the development site is permitted other than with the prior written consent of the Local Planning Authority. The relevant phase shall be carried out in accordance with the approved details for that phase.
- b) Prior to first occupation of the relevant phase hereby permitted, details of drainage scheme ownership, management and maintenance arrangements for that phase shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.
- c) Prior to first occupation of the relevant phase hereby permitted, a verification report stating what works were undertaken and demonstrating that the relevant phase was completed in accordance with the approved drainage strategy for that phase shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels water pollution caused by mobilised contaminants in accordance with Policy S.5 of the Local Plan (2020).

15) Water Supply Infrastructure

Prior to the commencement of the relevant phase (except remediation and save for demolition) hereby permitted an impact study of the existing water supply infrastructure shall have been first submitted to, and approved in writing by, the Local Planning Authority (in consultation with Thames Water) for that phase. The study shall determine the magnitude of any new additional capacity required in the system and a suitable connection point which shall be carried out in

accordance with the approved details and installed prior to the occupation/use of the relevant phase.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with additional demand in accordance with Policy S.5 of the Local Plan (2020).

16) BREEAM New Construction (Interim Rating)

Within six months of above ground works commencing in respect of a phase, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that the commercial units within the relevant phase hereby permitted have achieved an interim BREEAM rating of 'Very Good' (shell only) under the BREEAM New Construction 2014 Scheme. The works shall thereafter be carried out in accordance with the approved details.

Reason: To ensure the commercial element of the scheme has an appropriate level of sustainability in accordance with Policy S.4 of the Local Plan (2020).

17) BREEAM New Construction (Final Rating)

Within three months following the first occupation of each of the commercial units within the relevant phase hereby permitted, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that the relevant units have achieved a final BREEAM rating of 'Very Good' (shell only) under the BREEAM New Construction 2014 Scheme. The approved details shall thereafter be retained onsite.

Reason: To ensure that the development has an acceptable level of sustainability in accordance with Policy S.4 of the Local Plan (2020).

18) Detailed Drawings

Prior to commencement of relevant works for the relevant building(s) detailed architectural drawings (at the appropriate scale listed below) shall be submitted to and approved in writing by the Local Planning Authority for the relevant building(s).

The following detailed drawings are required:

- a) All principal features on the facades e.g. bay studies (1:50 @ A3);
- b) Details of each building envelope (including roof) type (1:20 @ A3);
- c) Detailed brick elements including coursing detail and mortar joint profile (1:20 @ A3);
- d) Detailed window reveals (1:20 @ A3);
- e) Detailed precast elements including banding, drip detail, joint profile (1:20 @ A3);
- f) Detailed podium screen / colonnade elements (1:20 @ A3);
- g) Details of glazing and curtain walling systems including any manifestation (1:20 @ A3);
- h) Key junctions/bonds between materials/finishes (1:20 @ A3);

- i) Ground floor frontages including residential entrances, commercial / workspace frontage, industrial entrance, glazing and signage zones, treatment to all ancillary spaces e.g plant rooms/cycle stores etc (1:50 @ A3);
- j) Parapets / copings, roof edges, rooftop screening, lift over runs etc (1:20 @ A3);
- k) Elevational location of all joints eg structural, movement, panels (1:100 @ A3);
- l) Elevational location of all openings in envelope eg ventilation grilles, flues etc. (1:100 @ A3);
- m) Head, jamb and sill details, including profiles, for all typical openings including to balconies / terraces and all ground floor entrances and doors (1:20 @A3);
- n) Details of balconies and podium defensible spaces (including their floor finishes) (1:20 @A3);
- o) Balustrade details to include any wind mitigation required as identified within the Vulcan Wharf Environmental Statement (1:20 @A3); and
- p) Details of soffits and canopies including to balconies (1:20 @A3).

No less than six months prior to the first occupation of the relevant building(s), detailed architectural drawings (at the appropriate scale listed below) of the following shall be submitted to and approved in writing by the Local Planning Authority for the relevant building(s):

- q) Elevational location of all items which are fixed to the façade eg fins/louvres, rainwater pipes, CCTV, alarms including any provision for cable runs boxes, residential entry systems, lightning conductors etc (1:100 @ A3);

The relevant building(s) shall be constructed in accordance with the approved detailed drawings and shall be retained as such for the lifetime of the development thereafter.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3, Policies BN.1, BN.2, BN.4 and BN.5 of the Local Plan (2020).

19) Materials

Prior to commencement of relevant works for the relevant building(s) a schedule of materials and products of all external facing materials to be used in the construction of the relevant building(s) hereby approved, along with material sample boards and/or full-size mock-ups, shall be submitted to and approved in writing by the Local Planning Authority.

The following details of materials and products, including samples and finishes, are required:

- a) Façade and roof cladding materials;
- b) Brick and mortar type (including mortar joint profile);
- c) Precast concrete (including joint profile and drip details);
- d) Podium screen / colonnade elements
- e) Window / door types (including frame profile, frame finish, glass types etc);
- f) Curtain walling (including frame profile, frame finish, glass types etc);

- g) Balustrades;
- h) Facing metalwork (including projecting balconies, service doors, louvres, screens, gates);
- i) All items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage etc.);
- j) Soffit and canopy materials (e.g balconies); and
- k) Balcony / private amenity terrace floor finishes

The relevant building(s) shall be constructed in accordance with the approved details and shall be retained as such for the lifetime of the development.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3, Policies BN.1, BN.4 and BN.5 of the Local Plan (2020).

20) Landscape Design

No above ground works (excluding superstructure works) for the relevant phase of development shall take place until full details of hard and soft landscape works and means of enclosure of all un-built, open areas and public realm have been submitted to and approved in writing by the Local Planning Authority for that phase. The submitted details shall include all aspects of the public realm within the red-line boundary including Cook's Road, Frye Place, Heylyn Mews, Heylyn Gardens, the Lea Riverside, the Bow Back Riverside, the Building V2 podium courtyards and Building V1 residential roof terraces.

Hard landscape details shall include:

- a) details of proposed finished levels or contours including any alterations in existing ground levels;
- b) means of enclosure and boundary treatments and any associated access points;
- c) car parking layouts including details of petrol and oil interceptors and electrical charging points;
- d) details of all vehicle and pedestrian access points and circulation areas;
- e) details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs;
- f) hard surfacing materials, including dimensions, bonding and pointing;
- g) minor artefacts and structures e.g. street furniture, play equipment, refuse or other storage units, planters (fixed and moveable), bollards and hostile vehicle mitigation;
- h) general arrangement plan of functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout;
- i) details of all short-stay cycle parking for residential and commercial uses to include no less than 40 spaces (and accord with London Cycle Design Standards and the minimum requirements contained within Table 10.2 of the Intend to Publish London Plan – December 2019); and

j) materials samples of all areas of hard landscaping.

Soft landscape details shall include:

- k) planting plans including plant schedules, noting species (to include appropriate riverine species in locations to waterways), plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate;
- l) written specifications including cultivation and other operations associated with plant and grass establishment;
- m) all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage including proposals to link with SuDs strategy, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment;
- n) mitigation measures to ensure that the proposed soft landscaping, including trees and root barrier systems, do not have an adverse impact on the structural integrity of the river wall;
- o) biodiversity enhancements; and
- p) implementation programme including time of year for planting.

The hard and soft landscape details shall also include:

- q) any features necessary to achieve wind conditions and comfort levels, according to the Lawson Criteria (i.e. wind mitigation), as identified within the Vulcan Wharf Environmental Statement.
- r) A final Defensible Space Strategy for the podium level units to Building V2.

The landscaping scheme for the relevant phase of development shall be provided in accordance with the approved details prior to the first occupation/use of that phase and shall be retained as such for the lifetime of the development thereafter.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity, biodiversity and character of the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.2, BN.3, BN.4, BN.5, BN.8, T.4, T.6, T.9, S.1 and S.4 of the Local Plan (2020).

21) Landscape Implementation

All hard and soft landscape works for the relevant phase of development shall be carried out in accordance with the approved landscape details by no later than the end of the planting season following completion of the relevant phase of development or prior to the first occupation/use of the relevant phase development, whichever is sooner. Any existing retained or proposed trees or areas of planting which, within a period of 5 years from the completion of the relevant phase of development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Planting shall comply with biosecurity requirements and BS:4428 Code of practice for general landscaping operations, BS:3936 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: To ensure that the landscaping is carried out within a reasonable period, to ensure new planting becomes established and to maintain a high quality of visual amenity within the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4 and BN.8 of the Local Plan (2020)

22) Landscape Management

Prior to the first occupation of the relevant phase a landscape management plan for that phase, including implementation plan, long term design objectives and management responsibilities for all landscape areas, other than small, privately owned, domestic gardens and schedule of landscape maintenance for a minimum period of 5 years shall be submitted to and approved in by the Local Planning Authority.

The management plan shall consider biosecurity issues in relation to plant replacement and sustainability in relation to water usage and irrigation. The approved landscape management plan for the relevant phase shall be carried out as approved following the first installation of any landscaping within that phase and shall thereafter be carried out in accordance with the approved details for the lifetime of the development.

Reason: To ensure the landscape is maintained to a high standard and to protect the visual amenity of the area in accordance with Strategic Policy SP.3 and Policies BN.1 and BN.4 of the Local Plan (2020).

23) Replacement Bow Back River Wall

Prior to the commencement of the development hereby permitted (excluding demolition), full details of the proposed replacement Bow Back River wall, together with details of the risk assessment and method statement for its installation, shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Canal and River Trust, and thereafter implemented in accordance with the agreed details and retained thereafter.

Reason: To ensure that an adequate replacement river wall is constructed and a distinctive riverside location is created in accordance with Policy BN.2 of the Local Plan (2020).

Pre-commencement justification: The submission is required prior to commencement to ensure that the construction of the proposed development would not impede the construction of the replacement river wall.

24) River Lea Wall Survey

Prior to the commencement of the development hereby permitted, a waterway wall survey and schedule of repairs relating to the stretch of waterway wall on the River Lee Navigation, directly adjacent to the site, shall be submitted to and agreed in writing by the Local Planning Authority, in consultation with the Canal and River Trust, and thereafter implemented in accordance with the agreed details and retained thereafter.

Reason: To ensure that an adequate replacement river wall is constructed and a distinctive riverside location is created in accordance with Policy BN.2 of the Local Plan (2020).

Pre-commencement justification: The submission is required prior to commencement to ensure that an appropriate survey of the river wall takes place prior to any demolition or construction activities which may cause damage to it.

25) Lighting Scheme

Prior to the installation of any external lighting of the relevant phase of development, and in any event prior to first occupation of the relevant phase of development, a lighting scheme, (including street lighting, security lighting and any proposed illumination of the buildings and open space at night), shall be submitted to and approved in writing by the Local Planning Authority for that phase.

The scheme shall include:

- a) functions of proposed lighting and the uses it supports e.g. for recreation facilities;
- b) a lux plan showing both proposed and existing retained light sources;
- c) details of time limits on lighting and hours of operation;
- d) details of how the lighting scheme will mitigate any potential biodiversity impacts including the adjacent river corridors;
- e) details of the installation or operation of the proposed lighting; and
- f) details of fixtures, any supporting structures and systems of control such as timers and sensors.

The lighting scheme for the relevant phase of development shall be provided in accordance with the approved details prior to the first occupation/use of that phase and shall be retained as such for the lifetime of the development thereafter.

Reason: To ensure there is an appropriate level of residential amenity and appropriate features to conserve and enhance the amenity of neighbours and wildlife habitats in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, S.1 and S.12 of the Local Plan (2020).

26) Wayfinding/Signage

Prior to occupation of the relevant phase details of a signage strategy for that phase including wayfinding, street signage and traffic related signage shall have been submitted to and approved in writing by the Local Planning Authority.

The strategy shall include locations and details of fittings and supporting structures and include wayfinding measures to enable access through the site from and to the River Lea towpath. The wayfinding/signage for the relevant phase shall be provided in accordance with the approved details prior to the first occupation/use of that phase and shall be retained thereafter for the lifetime of the development.

Reason: To ensure legibility of the site in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, S.1 and S.12 of the Local Plan (2020).

27) Play

No above ground works for the relevant phase shall take place until full details of the proposed children's play strategy for that phase including location and equipment have been submitted to and approved in writing by the Local Planning Authority.

The submitted details shall include:

- a) boundary treatments and access points;
- b) details of age provision and age appropriate play equipment;
- c) associated surfacing, planting and street furniture;
- d) security considerations including lighting, proximity to roads, natural surveillance from adjacent properties, access from family accommodation;
- e) risk and safety testing of imaginative and innovative play proposals; and
- f) details of inclusive play (access, age provision and details of equipment).

The play areas/equipment within a phase shall be provided in accordance with the approved details prior to the first occupation of the relevant phase and shall be retained for the lifetime of the development thereafter.

Reason: To provide adequate amenities for future occupiers in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.4, BN.5, BN.9 and S.1 of the Local Plan (2020).

28) Living Roofs

No above ground works shall take place for the relevant phase until full details of biodiverse (green) roofs indicated on the approved drawings have been submitted to and approved in writing by the Local Planning Authority for the relevant building(s).

The submitted details shall include:

- a) a detailed scheme of maintenance including irrigation system;
- b) details of associated ecological enhancements such as deadwood habitat, log piles, etc;
- c) details of access and safety precautions during maintenance operations;
- d) sections at a scale of 1:20 with manufacturer's details demonstrating the construction and materials used and showing a variation of substrate depth with peaks and troughs;
- e) full details of planting species and density; and
- f) details of interfaces with all rooftop mechanical elements or structures

The living roofs shall be provided in accordance with the approved details prior to the first occupation/use of the relevant phase and shall be retained as such for the lifetime of the development.

Reason: To ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan (2020).

29) Ecology

No above ground works (except superstructure works) for the relevant phase shall take place until a detailed ecological enhancements scheme, including a programme for the implementation of the works and long-term management, for that phase has been submitted to and approved in writing by the Local Planning Authority.

This scheme shall include details of:

- a) appropriate ecological enhancements (including wetland habitats incorporated into the SuDS scheme taking into account the drainage strategy);
- b) habitat creation and planting;
- c) measures specifically to address enhancement of the site's ecological connectivity through ecological corridors and networks.;
- d) details of any mitigation measures such as provision for bird and bat boxes.

The ecological enhancements for the relevant phase shall be provided in accordance with the approved details prior to the first occupation/use of that phase and shall be retained for the lifetime of the development.

Reason: To preserve and enhance biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan (2020).

30) Long-Stay Residential Cycle Parking Provision

Prior to first residential occupation of the relevant phase hereby permitted, details of the provision to be made for cycle parking (minimum capacity: 882 to be in accordance with London Cycle Design Standards and include storage for a range of bicycle types) for the residential use of that phase shall be submitted to and approved in writing by the Local Planning Authority.

The cycle parking for the relevant phase shall thereafter be implemented in full in accordance with the approved details before first residential occupation of that phase and shall thereafter be retained thereafter solely for its designated use for the lifetime of the development.

Reason: To ensure adequate cycle parking is available on site and to promote sustainable and inclusive modes of transport in accordance with Policy T.9 of the Local Plan (2020).

31) Long-Stay Commercial Cycle Parking Provision

Prior to first commercial occupation/use of the relevant phase hereby permitted, details of the provision to be made for cycle parking (to be in accordance with London Cycle Design Standards and include storage for a range of bicycle types and provide an appropriate level of cycle parking for the end use in accordance with Table 10.2 of the Intend to Publish London Plan – December 2019) for the commercial use within that phase shall be submitted to and approved in writing by the Local Planning Authority. The

submitted details shall also demonstrate that all doors to the respective cycle stores are 'powered doors' in accordance with Inclusive Design Standards.

The cycle parking for the relevant phase shall thereafter be implemented in full in accordance with the approved details before first commercial occupation/use of that phase and shall thereafter be retained solely for its designated use for the lifetime of the development.

Reason: To ensure adequate cycle parking is available on site and to promote sustainable and inclusive modes of transport in accordance with Policy T.9 of the Local Plan (2020) and Policy T5 of the Intend to Publish London Plan (2019).

32) Waste and Recycling Storage

Prior to the first occupation/use of the relevant phase hereby permitted, details of waste and recycling storage for the relevant phase of development shall have been submitted to and approved in writing by the Local Planning Authority. The waste and recycling storage for the relevant phase of the development hereby permitted shall be provided in accordance with the approved details prior to first occupation/use of that phase and shall thereafter be retained solely for its designated use for the lifetime of the development. The waste and recycling storage areas/facilities shall demonstrate the following:

- a) The facilities are appropriately ventilated;
- b) They have a suitably robust design including walls that are fitted with rubber buffers and that any pipes/services are fitted with steel cages;
- c) They feature gates/doors with robust metal frames/hinges and locks;
- d) They have sufficient capacity to service the relevant building/use;
- e) They have maintenance facilities, including a wash-down tap and floor drain; and
- f) Entrance doors to the respective refuse stores are 'powered doors' in accordance with Inclusive Design Standards

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area in accordance with Policies BN.4 and S.7 of the Local Plan (2020).

33) Secure by Design

Prior to occupation of the relevant phase hereby permitted, a Security Management Plan for that phase shall be submitted to and approved in writing by the Local Planning Authority.

This scheme shall include details of how the development meets the requirements of 'Secured by Design' standards and shall provide details of security management measures including location of CCTV, and concierge services, door entry systems and car park security. Details of the certificate or alternative standards agreed with the Metropolitan Police shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation/use of the relevant phase of the development hereby permitted and shall be retained as such thereafter for the lifetime of the development.

Reason: To ensure that the development maintains and enhances community safety in accordance with Policy BN.4 of the Local Plan (2020).

34) Service and Delivery Management Plan

Prior to the occupation/use of the relevant phase hereby permitted, a Service and Delivery Management Plan for that phase (including details of refuse collection for residential and commercial uses) shall be submitted to and approved in writing by the Local Planning Authority. The approved arrangements for a phase shall be put in place prior to first occupation of the relevant phase, and the relevant phase hereby permitted shall thereafter be operated in accordance with the approved details for the lifetime of the development.

Reason: To avoid obstruction of the surrounding streets and to limit the effects of the increase in travel movements within the locality as well as safeguarding public safety and the amenity of the surrounding area in accordance with Policy T.4 of the Local Plan (2020).

35) Internal Noise Levels

There shall be no occupation of any residential unit in the relevant phase hereby permitted, unless it is designed and constructed in accordance with BS 8233:2014 'Guidance on sound insulation and noise reduction for buildings', or an equivalent standard to be within the following internal noise levels:

- Bedrooms- 30dB LAeq, Night* and not to exceed 45dB LAFmax more than 10 times a night or ground borne noise more than 35dBLASmax; and
- Living rooms- 35dB LAeq, Day*

* Daytime is 16 hours between 07:00-23:00, Night-time is 8 hours between 23:00-07:00

Evidence of compliance with these internal noise levels for a phase shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the relevant phase.

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 in accordance with Policy BN.12 of the Local Plan (2020).

36) Internal Vibration Levels

Vibration from external sources shall not exceed 0.2 -0.4ms-1.75 daytime* and 0.1-0.2 ms-1.75 night-time (with reference to BS6472-1: 2008) within dwellings hereby permitted.

* Daytime is 16 hours between 07:00-23:00, Night-time is 8 hours between 23:00-07:00

Evidence of compliance with these internal vibration levels shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the relevant phase.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess vibration from environmental and transportation sources in accordance with Policy BN.12 of the Local Plan (2020).

37) Noise Levels –Plant

The rating noise level of the proposed building services plant shall not exceed a level which is 10dB below the typical background sound level (LA90) (with reference to BS4142: 2014+A1: 2019) at any time when measured at the nearest noise sensitive facade.

Emergency plant (e.g. life safety generators, smoke extract fans) noise must not exceed a noise level which is 10dB above the typical background sound level at the nearest noise sensitive facade.

A detailed design report demonstrating compliance with the above noise levels for a phase shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the relevant phase.

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 in accordance with Policy BN.12 of the Local Plan (2020).

38) Noise Levels - Mechanical Ventilation

Under whole dwelling ventilation conditions, noise from mechanical ventilation systems shall be controlled to be 30 dB LAeq,T or lower in living rooms and bedrooms at all times.

A detailed design report demonstrating compliance with the above noise levels for a phase shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the relevant phase.

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 in accordance with Policy BN.12 of the Local Plan (2020).

39) Odour Management Plan

Unless the operation of the nearby Barbers Road Waste Transfer Facility has ceased, an Odour Management Plan for the relevant phase shall be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of that phase hereby approved and implemented as approved thereafter.

The odour management plan shall address:

- a) How will odour complaints be addressed;
- b) The management of ventilation system and filters; and
- c) Effective communication with waste recycling facility to understand when odour will arise and impact the future users.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excessive odour from nearby sources in accordance with Policy BN.12 of the Local Plan (2020).

40) Restaurant/Café Extract Flue

Prior to the installation of fume extraction equipment required for any permitted food and beverage use within the relevant phase, details and full specifications of fume extraction equipment proposed to be installed in the commercial premises for the relevant phase shall be submitted to and approved in writing by the Local Planning Authority.

The equipment shall be installed in accordance with the approved details and specification and the use of the commercial premises for the relevant phase shall not commence until the approved fume extraction equipment has been installed and is fully operational.

The approved fume extraction equipment shall thereafter be retained as such and maintained in accordance with manufacturer's instructions.

Reason: To ensure appropriate appearance and that no unacceptable nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or to the area generally in accordance with Policy BN.11 of the LLDC Local Plan (2020).

41) Smart Meters and Reduction of Energy Demand

All homes and non-residential units constructed as part of the development hereby approved shall have smart meters installed prior to first occupation/use of the relevant phase (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas and water consumption which shall as a minimum be designed to inform the occupants and owners of each home or unit as appropriate) of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

Reason: To ensure a high standard of sustainable design and construction in accordance with Policy S.4 of the Local Plan (2020).

42) Potable Water

The dwellings hereby permitted shall achieve the optional requirement set out in Regulation 36 (2b) of Building Regulations Approved Document G (2015 edition with 2016 amendments), which states that consumption of wholesome water shall not exceed 110 litres per person per day including a 5-litre allowance for external water use.

Reason: To optimise the standards of sustainable design and construction, in accordance with Policy SI.5 of the Intend to Publish London Plan (2019) and Policies SP.5 and S.5 of the Local Plan (2020).

43) Accessible Housing

The hereby approved homes shall be designed and constructed to include 90% of all units as accessible/adaptable housing in accordance with M4(2) Category 2 of Part M of the Building Regulations (2015) and 10% of all units as wheelchair accessible housing in accordance with M4(3) Category 3 of Part M of the Building Regulations (2015). The accessible housing provision shall be retained thereafter.

Reason: To ensure adequate housing is provided for all users in accordance with inclusive design standards in accordance with Policy BN.6 of the Local Plan (2020).

44) Car Parking Design and Management Plan

Prior to the first occupation/use of the relevant phase of development hereby approved, a Car Parking Design and Management Plan for that phase shall have been submitted to and approved in writing by the Local Planning Authority in consultation with Transport for London.

The submitted details shall demonstrate how blue-badge parking (15 no. spaces) is designed, managed, operated and monitored; including how residents holding a blue-badge will be allocated a parking space.

Wheelchair accessible vehicle parking for the relevant phase shall thereafter be provided and operated in accordance with the approved plan for the lifetime of the development.

Reason: To ensure proper management of the carpark and to secure details of allocation of blue-badge parking spaces in accordance with Policies BN.6 and T.8 of the Local Plan (2020).

45) Electric Charging Provision

Prior to the commencement of landscaping works in the relevant phase, details of active electric vehicle charging provision for all parking spaces within that phase shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall thereafter carried out and be operated in accordance with the approved details.

Reason: To ensure adequate provision of electric charging points in accordance with Policy T.8 of the Local Plan (2020).

46) Parking Permit Free

Prior to the first occupation of the relevant phase of development hereby permitted, arrangements shall be submitted to and approved in writing with the Local Planning Authority and be put in place and thereafter retained for that phase to ensure that, with the exception of people with disabilities, and thereby entitled to blue badge parking permits, no resident of the development shall obtain a resident's parking permit within any controlled parking zone which may be in force in the area at any time. With the exception of people with disabilities who are blue badge holders, if such a permit is issued it shall be surrendered to the Local Highway Authority within seven days of written demand.

Reason: To avoid obstruction of the surrounding streets in accordance with Policies T.4 and T.8 of the Local Plan (2020).

47) Public Realm Fronting Doors

No ground floor doors or gates within the development that open out onto the public realm shall open outwards. All such doors shall be fitted so that they open inwards only unless in an emergency situation.

Reason: In the interests of the safety and operation of the highway network in accordance with Policies T.4 and T.5 of the Local Plan (2020).

48) Commercial Uses

Notwithstanding the provisions of The Town and Country Planning (Use Classes) Order 1987 (or any Order revoking and/or re-enacting that Order) and applicable permitted development rights for change of use under the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any other re-enacting or revoking Order with or without modification), the commercial units (as identified on ground floor plan: VWB-ASA-ZZ-00-DR-A-0201 Rev P4 and first floor plan: VWB-ASA-ZZ-01-DR-A-0202 Rev P4) shall only be used for the following specific use.

Last Mile Logistics Centre (being Use Class B8 in Part B of the Schedule to the Town and Country Planning (Use Classes) Order 1987 in force on or after 1 September 2020);

Light Industrial 'Maker Space' Workshops (being Use Class B1c in Part B of the Schedule to the Town and Country Planning (Use Classes) Order 1987 in force on 31 August 2020 or Use Class E(g)(iii) in Part A of Schedule 2 to the Town and Country Planning (Use Classes) Order 1987 in force on or after 1 September 2020; and

Shop/Financial & Professional Services/Café/Restaurant (being Use Class A1-A3 in Part A of the Schedule to the Town and Country Planning (Use Classes) Order 1987 in force on 31 August 2020 or Use Class E(a), (b), (c)(i) or (c) (ii) in Part A of Schedule 2 to the Town and Country Planning (Use Classes) Order 1987 in force on or after 1 September 2020,

and for no other use.

Reason: To safeguard the proposed industrial and retail uses and the purposes that they serve with respect to job creation and placemaking in accordance with Policies SP1, B1, B2, BN.1 and BN.4 of the Local Plan (2020)

49) Hours of Operation

Prior to the first occupation of the Class B1c and Class A1-A3 commercial units in the relevant phase of development hereby permitted, details of the hours of operation for the commercial units in that phase shall be submitted to and approved in writing by the Local Planning Authority. The commercial units in the relevant phase shall thereafter be occupied solely in accordance with the approved details.

Reason: To ensure that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or users of the area generally in accordance with Policy BN.12 of the Local Plan (2020).

50) Fire Strategy

The development hereby permitted shall be carried out and operated in accordance with the following document unless otherwise agreed in writing by the Local Planning Authority:

- Fire Statement for Planning Application (Issue 5 – Dated 09/07/2021).

Reason: In the interests of fire safety and to ensure the safety of all building users in accordance with Policy D.12 of the Publish London Plan (2021).

51) Road Safety Audit

Prior to the commencement of development (save for demolition), a Stage 1 Road Safety Audit (RSA) on all new vehicle access shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Local Highway Authority). The RSA will be required to assess any changes in layout as a result of the development and the mitigation measures (if any) identified within the approved RSA shall be permanently implemented prior to first occupation and retained onsite. The new access shall be carried out in accordance with the approved RSA and retained thereafter.

Reason: To ensure the safety and operation of the surrounding highway network in accordance with Policy T.4 of the Local Plan (2020).

Pre-commencement justification: To ensure that adequate road safety measures are implemented prior to commencement of any works.

52) Wind

Prior to the installation of cladding on any building hereby permitted, details, including size, location, orientation, porosity and appearance of all on-site wind mitigation measures, including balustrades, screens and planting, shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall demonstrate that appropriate comfort levels would be reached across the development, and they shall be implemented on site prior to first occupation of any building and retained and maintained as such thereafter.

Reason: to ensure that safe and comfortable wind conditions for public access are achieved within and around the site in accordance with Policies SP.3 and BN.10 of the Local Plan (2020).

53) Implementation of Flood Risk Assessment

The development shall be carried out in accordance with the submitted FRA "Vulcan Wharf, Stratford, E15 2PW Flood Risk Assessment & Drainage Strategy, dated 13th August 2020 Version: 1.0" and the mitigation measures it details and following information submitted:

- Vulcan Wharf Holdings LLP, drawing title Vulcan Wharf Access and Servicing Swept Path Analysis - Grab Lorry, drawing number 3760-1100-T-010, dated Dec 20, revision D.
- Vulcan Wharf Holdings LLP, drawing title Vulcan Wharf Access and Servicing Swept Path Analysis – Fire Tender, drawing number 3760-1100-T-003, dated Oct 20, revision C.
- Access to Colonade – 08.12.2020.
- Vulcan Wharf Stratford, project number 200410 Drainage Strategy overall plan, drawing number 200410-CON-X-00-DR-C-1000, revision P4.
- Vulcan Wharf Stratford, project number 200410, Drainage Strategy Sheet 1, drawing number 200410-CON-X-00-DR-C-1001, revision P4.

These mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development unless otherwise agreed in writing with the Local Planning Authority.

Reason: To reduce the risk of flooding to the proposed development and future occupants and to ensure the integrity of the flood defences and access to the flood defences are maintained at all times. This is in line with paragraph 160 of the National Planning Policy Framework (NPPF) and Policy S.8: flood risk and

sustainable drainage measures of your local plan (2019), that requires “a flood risk assessment to be submitted demonstrating that the proposal does not increase flood risk to third parties and, wherever possible, reduces flood risk”. In addition, the London Plan (Policy 5.12 Flood Risk Management) states that “development proposals must comply with the flood risk assessment and management requirements set out in the NPPF and the associated technical Guidance on flood risk over the lifetime of the development”.

54) Circular Economy Statement

Prior to the commencement of development, a detailed Circular Economy Statement and Operational Waste Management Strategy, in line with the GLA’s Circular Economy Statement Guidance, shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.

Reason: In the interests of sustainable waste management and in order to maximise the re-use of materials in accordance with Policy SI 7 of the London Plan (2021).

55) Circular Economy Post Completion Report

Prior to the first occupation of any building within the development hereby permitted, a Post Completion Report, setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: circulareconomystatements@london.gov.uk , along with any supporting evidence as per the GLA’s Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to first occupation of the relevant building.

Reason: In the interests of sustainable waste management and in order to maximise the re-use of materials in accordance with Policy SI 7 of the London Plan (2021).

56) Whole Life Carbon Assessment

Prior to the first occupation of any building within the development hereby permitted, the post-construction tab of the GLA’s whole life carbon assessment template should be completed accurately, and in its entirety, in line with the GLA’s Whole Life Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to first occupation of the relevant building.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Policy SI 2 of the London Plan (2021).

57) Use of Communal Amenity Spaces

All ground floor and second floor outdoor communal amenity spaces, as shown on approved plans ref: VWB-ASA-ZZ-00-DR-A-0201 Rev P4 & VWB-ASA-ZZ-02-DR-A-0203 Rev P4, shall be accessible to all residents of the development irrespective of tenure.

Reason: To promote integration, and mixed and balanced communities, in accordance with Policy H1 of the Local Plan (2020).

Informatives:

1) Please note the following comments from Canal & Rivers Trust:

- The applicant developer should refer to the current "Code of Practice for Works affecting the Canal & Rivers Trust" to ensure that any necessary consents are obtained (<https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-property-and-our-code-of-practice>).
- The applicant/developer is advised that any access points to the canal corridor/ towpath, crane oversailing, or other encroachment will require the agreement of the Canal & River Trust, and is advised to contact the Bernadette McNicholas, Estates Surveyor at Bernadette.mcnicholas@canalrivertrust.org.uk to discuss commercial agreements / licences that will be required.
- The applicant is advised that any surface water discharge to the waterway will require prior consent from the Canal & River Trust. As the Trust is not a land drainage authority, such discharges are not granted as of right-where they are granted they will usually be subject to completion of a commercial agreement. Please contact Liz Murdoch, Utilities Surveyor at liz.murdoch@canalrivertrust.org.uk to discuss this further.

2) Please note the following comments from Thames Water:

- The proposed development is located within 15m of Thames Waters underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Workingnear-or-diverting-our-pipes>.
- Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk

3) Please note the following comments from the Environment Agency in relation to Flood Risk Activity permits:

- The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for any activities which will take place:
 - on or within 8 metres of a main river (16 metres if tidal)
 - on or within 8 metres of a flood defence structure or culvert (16 metres if tidal)
 - involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert
 - in a floodplain more than 8 metres from the river bank, culvert or flood defence structure (16 metres if it's a tidal main river) and you don't already have planning permission.
- For further guidance please visit <https://www.gov.uk/guidance/flood-risk-activities-environmental-permits> or contact our National Customer Contact Centre on 03702 422 549. The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.

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: INSERT



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.qsi.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.

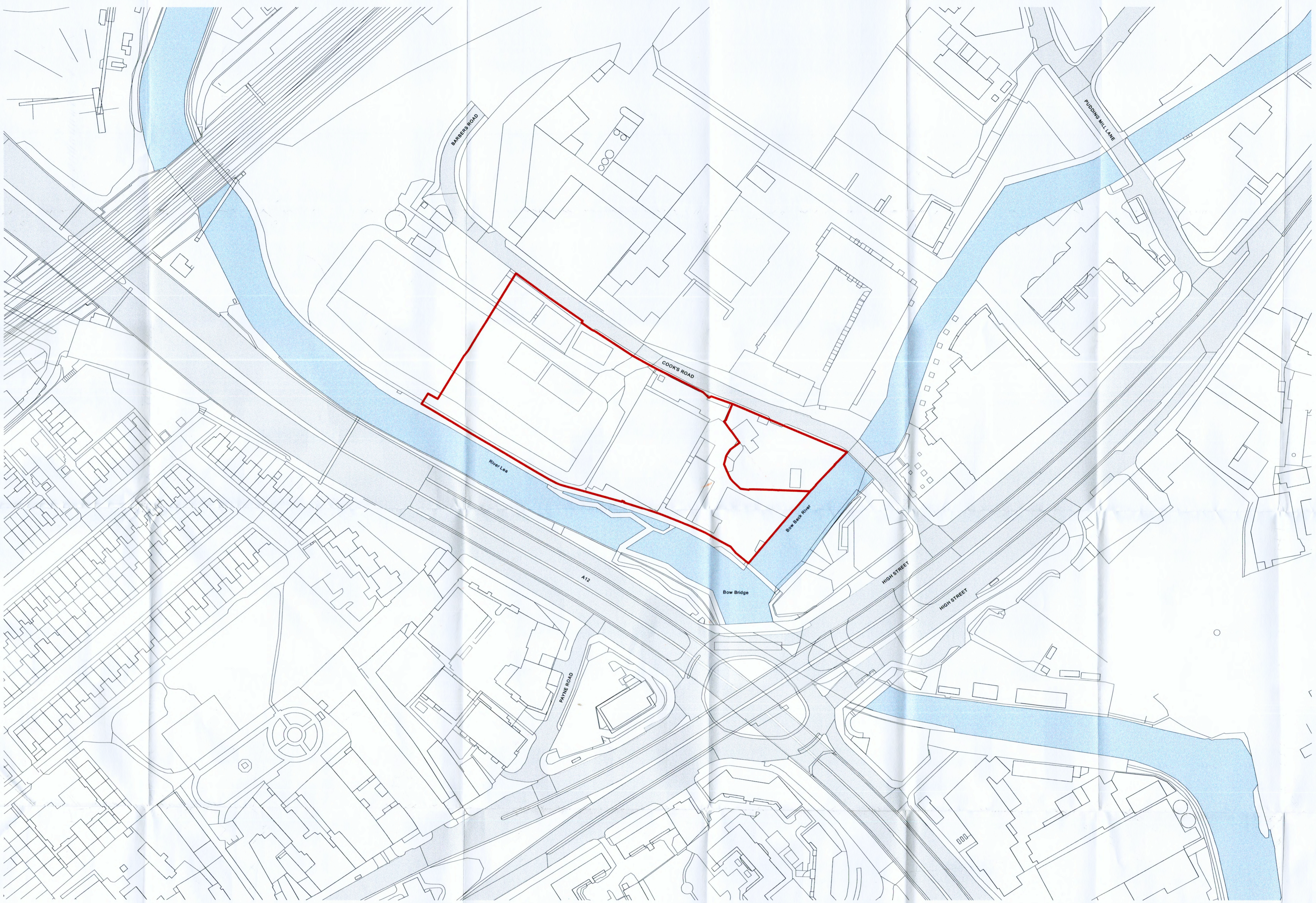
- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to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

APPENDIX 2

PLAN 1



General notes

All setting out must be checked on site
 All levels must be checked on site and refer to Ordnance Datum Newlyn unless alternative Datum given
 All fixings and weatherings must be checked on site
 All dimensions must be checked on site
 This drawing must not be scaled
 This drawing must be read in conjunction with all other relevant drawings, specification clauses and current design risk register
 This drawing must not be used for land transfer purposes
 Calculated areas in accordance with Assael Architecture's Definition of Areas for Schedule of Areas
 This drawing must not be used on site unless issued for construction
 Subject to survey, consultation and approval from all statutory Authorities

Drawing revision prefix (not applied to sketches):
 P=Pre-Contract
 C=Contract

© 2020 Assael Architecture Limited

Assael Architecture Limited has prepared this document in accordance with the instructions of the Client under the agreed Terms of Appointment. This document is for the sole and specific use of the Client and Assael Architecture shall not be responsible for any use of its contents for any purpose other than that for which it was prepared and provided. Should the Client require to pass electronic copies of the document to other parties, this should be for co-ordination purposes only. The whole of the file should be so copied, but no professional liability or warranty shall be extended to other parties by Assael Architecture in this connection without the explicit written agreement thereto by Assael Architecture Limited.

Drawing notes

Electronic file reference
 A3500 100 EXISTING

Status	R:	Revision	Date	DRN	CHK
1	Planning Application Submission		14/08/2020	AC	NC

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>
Final Issue	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.

Client
Vulcan Wharf Holdings LLP

Project title
A3500 Vulcan Wharf Stratford

Drawing title
Site Location Plan

Scale @ A1 size
1:1000

Date
July '20

Drawing N°
VWB-ASA-ZZ-00-DR-A-0101

Revision
P1

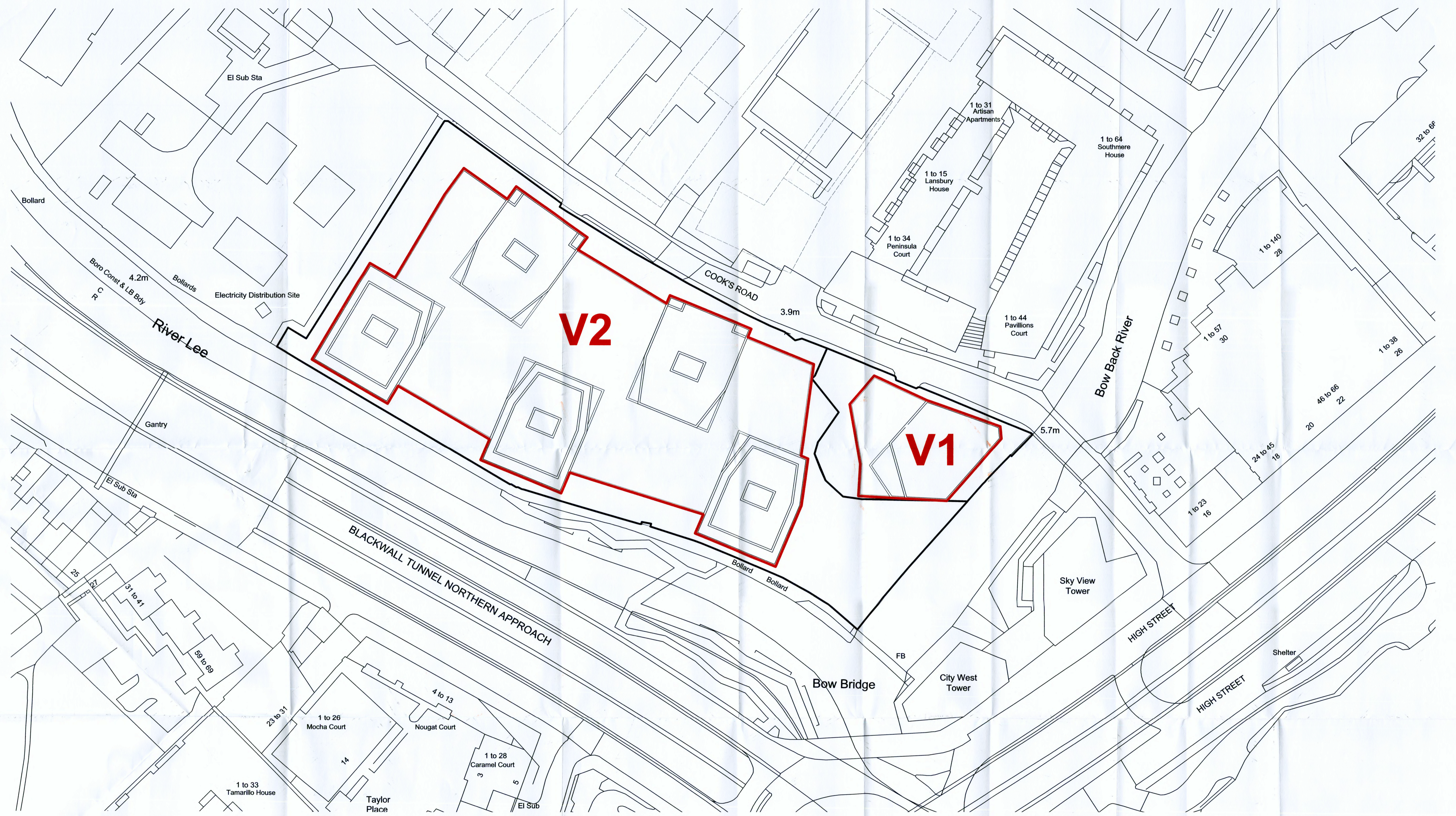
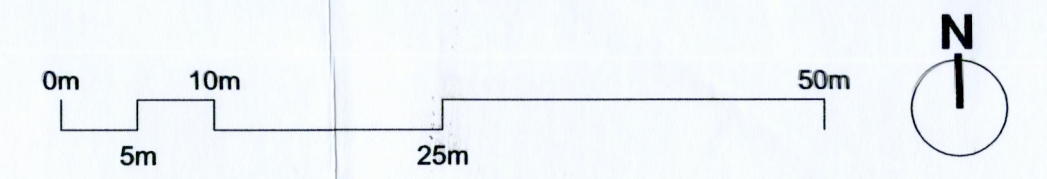
Assael

Assael Architecture Limited
 123 Upper Richmond Road
 London SW15 2TL

+44 (0)20 7736 7744
 info@assael.co.uk
 www.assael.co.uk

APPENDIX 3

PLAN 2



General notes

All setting out must be checked on site
 All levels must be checked on site and refer to Ordnance Datum Newlyn unless alternative Datum given
 All fixings and weatherings must be checked on site
 All dimensions must be checked on site
 This drawing must not be scaled
 This drawing must be read in conjunction with all other relevant drawings, specification clauses and current design risk register
 This drawing must not be used for land transfer purposes
 Calculated areas in accordance with Assael Architecture's Definition of Areas for Schedule of Areas
 This drawing must not be used on site unless issued for construction
 Subject to survey, consultation and approval from all statutory Authorities

Drawing revision prefix (not applied to sketches):
 P=Pre-Contract
 C=Contract

© 2020 Assael Architecture Limited

Assael Architecture Limited has prepared this document in accordance with the instructions of the Client under the agreed Terms of Appointment. This document is for the sole and specific use of the Client and Assael Architecture shall not be responsible for any use of its contents for any purpose other than that for which it was prepared and provided. Should the Client require to pass electronic copies of the document to other parties, this should be for co-ordination purposes only, the whole of the file should be so copied, but no professional liability or warranty shall be extended to other parties by Assael Architecture in this connection without the explicit written agreement thereto by Assael Architecture Limited.

Drawing notes

Electronic file reference
 A3500 100 EXISTING

Status	R	Revision	Date	DRN	CHK
1	For	S106	22/11/21	JB	TB

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>
Final Issue	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.

Client
Vulcan Wharf Holdings LLP

Project title
A3500 Vulcan Wharf Stratford

Drawing title
Building Identification Drawing

Scale @ A1 size
1:500

Date
November '21

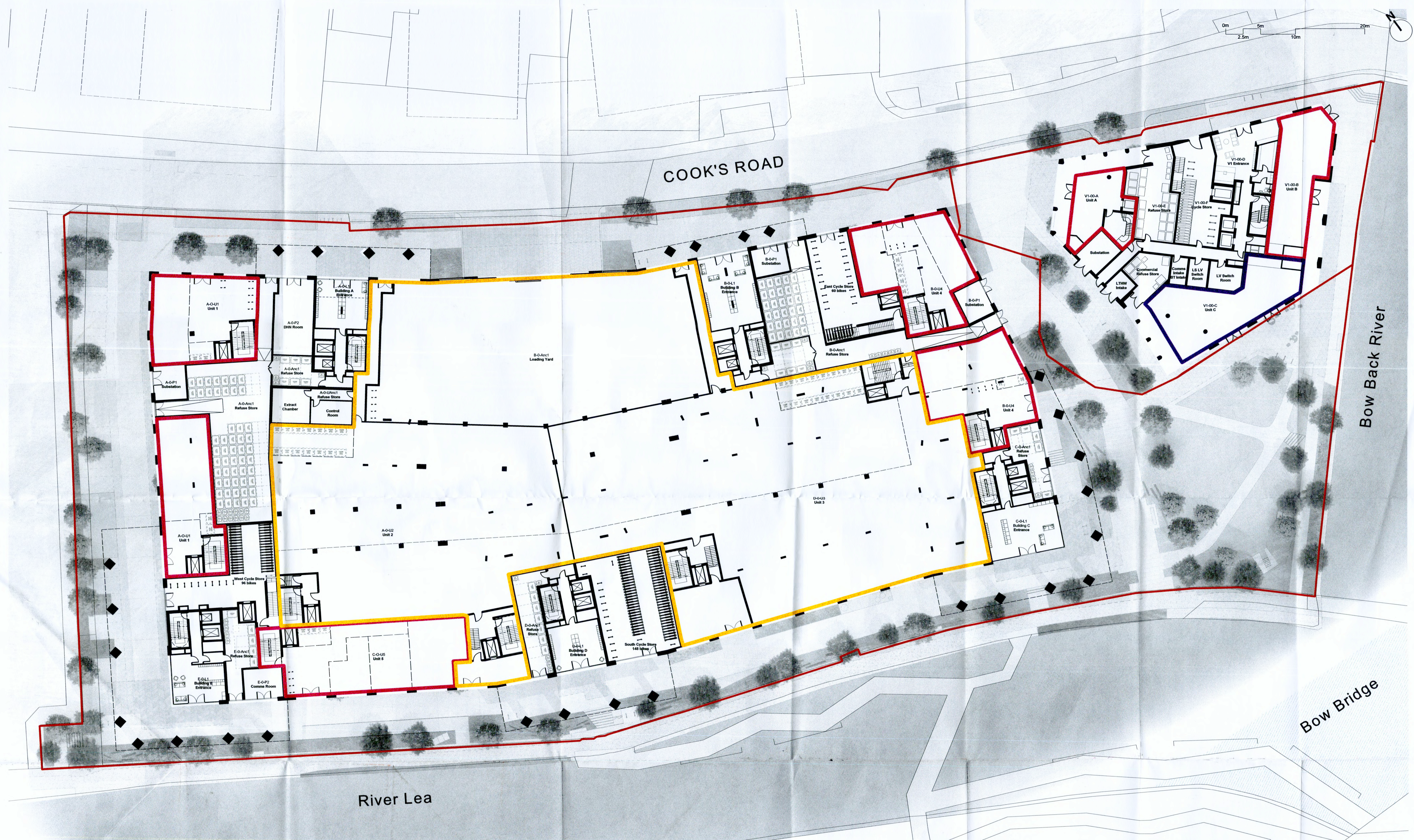
Drawing N°
VWB-ASA-ZZ-00-DR-A-0110

Revision
P1

Assael

Assael Architecture Limited
 123 Upper Richmond Road
 London SW15 2TL
 +44 (0)20 7736 7744
 info@assael.co.uk
 www.assael.co.uk

APPENDIX 4
COMMERCIAL WORKSPACE PLANS



General notes

All setting out must be checked on site
 All levels must be checked on site and refer to Ordnance Datum Newlyn unless alternative Datum given
 All fittings and weightings must be checked on site
 All dimensions must be checked on site
 This drawing must not be scaled
 This drawing must be read in conjunction with all other relevant drawings, specification clauses and current design risk register
 This drawing must not be used for land transfer purposes
 Calculated areas in accordance with Assael Architecture's Definition of Areas for Schedule of Areas
 This drawing must not be used on site unless issued for construction
 Subject to survey, consultation and approval from all statutory Authorities
 Drawing revision prefix (not applied to sketches):
 P=Pre-Contract

Drawing notes

Electronic file reference
 A3500 200 PLANS

Status	R:	Revision	Date	DRN	CHK
1	For Information	24/02/2021	CC	TB	
2	Boundary Line Updated	15/11/21	JB	TB	

Purpose of information

The purpose of the information on this drawing is for:

All information on this drawing is not for construction unless it is marked for construction.

- Planning
- Information
- Comment
- Client approval
- Construction
- Final Issue

- B8 - Storage and distribution**
- B1(c) - Industrial processes**
- A1-A3 - Shops/Finance and professional services/Restaurant Cafe**

Client
 Vulcan Wharf Holdings LLP

Project title
 A3500 Vulcan Wharf Stratford

Drawing title
 Proposed Ground Floor commercial plan

Scale @ A1 size
 1:250

Date
 Feb '21

Drawing N°
 VWB-ASA-ZZ-00-DR-A-0220

Revision
 P2

Assael

Assael Architecture Limited
 123 Upper Richmond Road
 London SW15 2TL

+44 (0)20 7736 7744
 info@assael.co.uk
 www.assael.co.uk