

Part C Early Stage Review

1. **Pre-implementation review mechanism — substantial implementation deadline**
 - 1.1 The Owner shall notify the LPA in writing of the date on which it considers that Substantial Implementation has occurred no later than 10 (ten) Working Days after such date and such notice shall be accompanied by documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and whether it occurred on or before the Substantial Implementation Target Date.
 - 1.2 No later than 5 (five) Working Days after receiving a written request from the LPA, the Owner shall provide to the LPA any additional documentary evidence reasonably requested by the LPA to enable it to determine whether Substantial Implementation has occurred on or before the Substantial Implementation Target Date.
 - 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Schedule 2, Part C the Owner shall afford the LPA access to the Development Site to inspect and assess whether or not Substantial Implementation has occurred PROVIDED ALWAYS THAT the LPA shall:
 - (a) provide the Owner with reasonable prior written notice of its intention to carry out such an inspection and the date(s) on which the LPA requires access to the Development Site;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its appointed contractor or agent.
 - 1.4 No later than 20 Working Days after the LPA receives:
 - (a) notice pursuant to paragraph 1.1 of this Schedule 2, Part C; or
 - (b) if the LPA makes a request under paragraph 1.2 of this Schedule 2, Part C, the additional documentary evidence,

the LPA shall inspect the Development Site and thereafter provide written confirmation to the Owner within 10 (ten) Working Days of the inspection date as to whether the LPA considers that Substantial Implementation has occurred and whether it occurred on or before the Substantial Implementation Target Date.
 - 1.5 If the LPA notifies the Owner that the LPA considers that Substantial Implementation has not occurred, then this paragraph 1 shall continue to apply *mutatis mutandis* until the LPA has notified the Owner pursuant to paragraph 1.4 of this Schedule 2, Part C or an Expert determines accordance with paragraph 1.6 below that Substantial Implementation has occurred.
 - 1.6 Any dispute between the LPA and the Owner concerning whether or not Substantial Implementation has occurred may be referred to an Expert in accordance with the dispute resolution procedure in clause 9 of this Agreement.
 - 1.7 The Owner shall not Occupy any Market Units until any one of the following has occurred:
 - (a) the LPA has notified the Owner pursuant to paragraph 1.4 of this Schedule 2, Part C (or the Expert has determined pursuant to paragraph 1.6 of this Schedule

2, Part C) that Substantial Implementation has occurred on or before the Substantial Implementation Target Date; or

- (b) the LPA has notified the Owner pursuant to paragraph 3.4 of this Schedule 2, Part C (or the Expert has determined after the procedure set out in paragraph 3.5(b) has been undertaken) that the Surplus is zero; or
- (c) in circumstances where the LPA notifies the Owner pursuant to paragraph 3.4 of Schedule 2, Part C (or the Expert has determined after the procedure set out in paragraph 3.5(b) has been undertaken) that the Surplus is greater than zero, the Affordable Housing Proposal has been approved by the LPA or the terms of the Affordable Housing Proposal have been determined by an Expert in accordance with the dispute resolution procedure in clause 9 of this Agreement.

2. Submission of viability review

Where it has been determined that Substantial Implementation has not occurred before the Substantial Implementation Target Date by the LPA under paragraph 1.4 of this Schedule 2, Part C or by an Expert pursuant to paragraph 1.6 of this Schedule 2, Part C the Owner shall submit the Viability Review to the LPA no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.6 of this Schedule 2, Part C that Substantial Implementation has not occurred prior to the Substantial Implementation Trigger Date.

3. Assessment of viability review

- 3.1 The LPA shall assess the Viability Review submitted pursuant to paragraph 2 of this Schedule 2, Part C and assess whether in its view there is a Surplus.
- 3.2 The LPA may appoint a Consultant to assess the Viability Review submitted pursuant to paragraph 2 of this Schedule 2, Part C and where it does so the LPA's instructions to the Consultant will be that, subject to paragraph 3.3 of this Schedule 2, Part C, they must complete their assessment of the Viability Review within 40 Working Days from the date on which they are instructed.
- 3.3 In the event that the LPA (or, where applicable, the Consultant) reasonably requires further supporting evidence to assess the Viability Review then the Owner shall provide any reasonably required information to the LPA (or, where applicable, the Consultant and with copies to the other parties as reasonably requested) within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA (or, where applicable, the Consultant) has all the information it reasonably requires to assess the Viability Review and determine whether, in its view, there is any Surplus.
- 3.4 When the LPA (or, where applicable, the Consultant) has completed its assessment of the Viability Review the LPA shall notify the Owner in writing of the LPA's (or, where applicable, the Consultant's) decision as to whether there is a Surplus.
- 3.5 Where the LPA (or, where applicable, the Consultant) concludes that there is a Surplus and its findings as to either whether or not there is, in fact, a Surplus or the quantum of that Surplus is different to the findings of the Owner in its Viability Review as submitted pursuant to paragraph 2 of this Schedule 2, Part C, then the LPA (or, where applicable, the Consultant) must provide their written assessment together with full reasons and evidence in support of their conclusions to the Owner and the Owner may then:
 - (a) accept the findings of the LPA (or, where applicable, the Consultant) and agree to the Surplus which the LPA or its Consultant has calculated; or

- (b) produce further supporting evidence to the LPA or its Consultant within 10 Working Days and both parties shall then use reasonable endeavours to agree whether there is a Surplus, and if so, the quantum of the Surplus within a further 10 Working Days from receipt of additional supporting evidence provided by the Owner to the LPA under this paragraph 3.5.

3.6 The Owner shall pay the LPA's (including any Consultant's) costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Schedule 2, Part C within 20 Working Days of receipt of a written request for payment.

3.7 Any dispute arising in connection with the provisions contained in this paragraph 3 of this Schedule 2, Part C may be referred by either party to an Expert for determination in accordance with clause 9 of this Agreement.

4. **Affordable housing proposal**

4.1 In the event that the Surplus approved by the LPA or determined by the Expert is greater than zero then the Owner shall submit an Affordable Housing Proposal to the LPA.

4.2 The LPA shall:

- (a) within 20 Working Days of receipt of the Affordable Housing Proposal approve or reject the Affordable Housing Proposal or make a reasonable and proper request for further information which is necessary in order for the LPA to consider the Affordable Housing Proposal; and
- (b) within 20 Working Days of receipt of the Affordable Housing Proposal (together with the period within which any request made by the LPA pursuant to **Error! Reference source not found.** was complied with) either accept or reject the Affordable Housing Proposal.

4.3 In the event that the LPA does not accept or reject the Affordable Housing Proposal within the time period specified in paragraph **Error! Reference source not found.** above the Parties shall liaise (each acting reasonably) for a further period of 10 Working Days to agree the Affordable Housing Proposal and at the end of that period if the matter is not agreed either party may refer it to the Expert for determination pursuant to clause 9 of this Agreement.

4.4 In the event that the LPA rejects the Affordable Housing Proposal within the time period specified in paragraph 4.2(b) above the Parties shall liaise (each acting reasonably) for a further period of 10 Working Days to agree the Affordable Housing Proposal and at the end of that period if the matter is not agreed either party may refer it to the Expert for determination pursuant to clause 9 of this Agreement.

4.5 If the LPA's assessment pursuant to paragraph 3.4 and/or paragraph 3.5 of this Schedule 2, Part C concludes or an Expert determines that:

- (a) a Surplus arises but such Surplus is insufficient to provide any Additional Affordable Housing Units; or
- (b) a Surplus arises but such Surplus cannot deliver a whole number of Additional Affordable Housing Units

then in either scenario the Owner shall pay any Surplus allocable to any incomplete Additional Affordable Housing Unit to the LPA as an Early Stage Affordable Housing Contribution in accordance with any agreed or determined Affordable Housing Proposal.

5. **Delivery of Additional Affordable Housing Units**

- 5.1 This paragraph 5 of this Schedule 2, Part C only applies where the Affordable Housing Proposal as approved by the LPA or determined by the Expert provides for Additional Affordable Housing Units to be constructed in the Development.
- 5.2 The Owner shall construct the Additional Affordable Housing Units in the Development in accordance with the location and size and tenure mix identified in the Affordable Housing Proposal as approved by the LPA or determined by the Expert.
- 5.3 The Parties agree that the terms of Schedule 2, Part B shall apply *mutatis mutandis* to the provision of any Additional Affordable Housing Units and the term 'Affordable Housing Units' in Schedule 2, Part B shall be construed so as to include any such Additional Affordable Housing Units.

6. **Early Stage Affordable Housing Contribution**

- 6.1 This paragraph 6 only applies where the Affordable Housing Proposal as approved by the LPA or determined by the Expert provides for an Early Stage Affordable Housing Contribution to be paid by the Owner to the LPA.
- 6.2 The Owner shall not Occupy more than 70% of the Market Units unless and until it has paid the Early Stage Affordable Housing Contribution to the LPA.

Part D Late stage review

1. Late stage review mechanism

The Owner shall notify the LPA in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

2. Submission of Late Stage Review

No later than 20 Working Days after the Late Stage Review Date notified to the LPA pursuant to paragraph 1 Part D of this Schedule 2, Part D the Owner shall submit the Viability Review to the LPA thereby confirming whether in the Owner's view any Late Stage Affordable Housing Contribution is payable and if so the value of such contribution.

3. Assessment of Late Stage Review

- 3.1 The LPA shall assess the Viability Review submitted pursuant to paragraph 2 of this Schedule 2, Part D and assess whether in its view there is a Surplus and whether any Late Stage Affordable Housing Contribution is payable subject to the Late Stage Review Cap.
- 3.2 The LPA appoint a Consultant to assess the Viability Review submitted pursuant to paragraph 2 of this Schedule 2, Part D and where it does so the LPA's instructions to the Consultant will be that, subject to paragraph 3.3 of this Schedule 2, Part D, they must complete their assessment of the Viability Review within 40 Working Days from the date on which they are instructed.
- 3.3 In the event that the LPA (or, where applicable, the Consultant) reasonably requires further supporting evidence to assess the Viability Review then the Owner shall provide any reasonably required information to the LPA (or, where applicable, the Consultant and with copies to the other Parties as reasonably requested) within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA (or, where applicable, the Consultant) has all the information it reasonably requires to assess the Viability Review and determine whether, in its view, there is any Surplus and, if so, whether a Late Stage Affordable Housing Contribution is payable.
- 3.4 When the LPA (or, where applicable, the Consultant) has completed its assessment of the Viability Review submitted pursuant to paragraph 2 of this Schedule 2, Part D the LPA shall notify the Owner in writing of the LPA's (or, where applicable, the Consultant's) decision as to whether a Late Stage Affordable Housing Contribution is payable.
- 3.5 Where the LPA (or, where applicable, the Consultant) concludes that there is a Surplus and a Late Stage Affordable Housing Contribution is payable and its findings as to either whether or not there is, in fact, a Surplus or the quantum of that Surplus or Late Stage Affordable Housing Contribution is different to the findings of the Owner in its Late Stage Review as submitted pursuant to paragraph 2 of this Schedule 2, Part D, then the LPA (or, where applicable, the Consultant) must provide their written assessment together with full reasons and evidence in support of their conclusions to the Owner and the Owner may then:
- (a) accept the findings of the LPA (or, where applicable, the Consultant) and agree to the Surplus and any Late Stage Affordable Housing Contribution which the LPA or its Consultant has calculated; or

- (b) produce further supporting evidence to the LPA or its Consultant within 10 Working Days and both Parties shall then use reasonable endeavours to agree whether there is a Surplus, and if so, the quantum of the Surplus and Late Stage Affordable Housing Contribution within a further 10 Working Days from receipt of additional supporting evidence provided by the Owner to the LPA under this paragraph 3.5(a).
- 3.6 The Owner shall pay the LPA's (including any Consultant's) costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Schedule 2, Part D , within 20 Working Days of receipt of a written request for payment.
- 3.7 Any dispute arising in connection with the provisions contained in this paragraph 2 of this Schedule 2, Part D may be referred by either party to an Expert for determination in accordance with clause 9 of this Agreement.
- 3.8 In the event that it is agreed pursuant to this paragraph 3 or determined by the Expert pursuant to clause 9 of this Agreement that a Late Stage Affordable Housing Contribution is payable the Owner shall not occupy more than 90 per cent of the Residential Units until the Late Stage Affordable Housing Contribution is paid in full to the LPA.

Part E Affordable housing maximum provision

1. This Schedule 2, Part EE applies generally to the entirety of this Schedule 2 and the application of the Surplus (if any).
2. The maximum amount of Surplus which the Owner may be required to apply towards provision of Additional Affordable Housing Units and/or to pay to the LPA as an Affordable Housing Contribution under this Schedule 2 shall not, when combined with the Affordable Housing Units required to be provided pursuant to paragraph 5 of Schedule 2, Part C, exceed an amount which would equate to more than 50% of the Habitable Rooms in the Development being provided as Affordable Housing in accordance with the Agreed Mix.

Part F Monitoring

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 London Affordable Rent Housing Units by units and Habitable Room.
2. The Parties acknowledge and agree that as soon as reasonably practicable after each of the Early Stage Review and the Late Stage Review the LPA shall report to the GLA through the London Development Database the following information (to the extent applicable):
 - (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - (b) any changes in the tenure or affordability of the Additional Affordable Housing Units by unit numbers and Habitable Room;
 - (c) the value of any Early Stage Affordable Housing Contribution paid to the LPA; and
 - (d) the value of any Late Stage Affordable Housing Contribution paid to the LPA.

Appendix 1 to Schedule 2

Additional affordable housing formula

Formula 2 (Additional affordable housing)

Y = additional Intermediate Housing requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

Where:

A = average value of Market Units (£ per m²)

C = average Intermediate Housing value (£ per m²)

D = average Habitable Room size for the Development (m²)¹

E = Surplus (£) available for Intermediate Housing as approved by the LPA or determined by an Expert pursuant to Schedule 2, Part C

G = percentage of Surplus available for Additional Affordable Housing Units to be used for Intermediate Housing (%)²

Notes:

All values expressed above will be taken as at the date on which the Viability Review is submitted to the LPA.

(A - C) represents the difference in average value of the Market Units and average value of Intermediate Housing per m² (£)

(E * G) represents the Surplus to be used for Intermediate Housing (£)

(E * G) ÷ (A - C) represents the additional Intermediate Housing requirement (m²)

¹ Insert figure.

² To be determined with reference to the Council's Local Plan policy tenure split

Appendix 2 to Schedule 2

Late stage review formula

FORMULA 4

X = Late Stage Review Cap

$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

Where:

A = average Open Market Value (£ per m²)

B = average Low Cost Rent Housing value (£ per m²)

C = T average Intermediate Housing value (£ per m²)

D = [●]³ m², being the average Habitable Room size for the Development

E = 57.6⁴ Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 3.4 of Schedule 2, Part C being the shortfall in Low Cost Rent Housing (by Habitable Room) to be provided against the target requirement to provide 30 per cent (by Habitable Room) of the Residential Units as Low Cost Rent Housing

F =

- 124.4⁵ Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 3.4 Schedule 2, Part D; or
- [●]⁶ Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 3.4 of Schedule 2, Part D,

being the shortfall in Intermediate Housing (by Habitable Room) to be provided against the target requirement to provide 20 per cent (by Habitable Room) of the Residential Units as Intermediate Housing

³ Insert figure at Late Stage Review.

⁴ Such figure to be amended if any additional Affordable Housing or Social Rented Housing is provided following receipt of Grant Funding .

⁵ Such figure to be amended if any additional Affordable Housing or Social Rented Housing is provided following receipt of Grant Funding .

⁶ To be determined following the Early Stage Review where additional Intermediate Housing was provided as part of the Early Stage Review or any additional Intermediate Housing was provided following receipt of Grant Funding .

Schedule 3

Improving connectivity to the Greenway

1. Definitions

In this Schedule 3, the following terms shall be given the following meaning:

Approved Greenway Ramp Works	means those works approved by the LPA pursuant to the approved Greenway Ramp Improvement Plan
Approved Greenway Steps Works	means those works approved by the LPA pursuant to the approved Greenway Steps Improvement Plan
Approved Revised Public Realm Proposal	means those works approved by the LPA pursuant to the approved Revised Public Realm Proposal
Council Greenway Ramp Contribution	means a financial contribution of seven hundred and seventy three thousand seven hundred and seventy five pounds (£773,775) to be paid by the Council
Greenway	means the route shown on the land edged green on Plan 4
Greenway Ramp Improvement Plan	means detailed design drawings specifications and methodology of sufficient detail to secure planning permission for the delivery of the Greenway Ramp Works prepared by the Owner
Greenway Ramp Land	means the land shown edged red on Plan 5
Greenway Ramp Works	means the works to deliver a pedestrian/cycle ramp linking the Development Site and the Greenway on the Greenway Ramp Land and shown indicatively on Plan 5 the cost of which shall not exceed the combined value of the Council Greenway Ramp Contribution and the Owner Greenway Ramp Contribution
Greenway Steps Contribution	means a contribution to the value of £234,000
Greenway Steps Improvement Plan	means detailed design drawings specifications and methodology for the delivery of the Greenway Steps Improvements prepared by the Owner
Greenway Steps Improvements	means the improvements to the Greenway Steps Land to facilitate safe access and movement across the Greenway Steps Land and into the Development the cost of which shall not exceed the Greenway Steps Contribution

Greenway Steps Land	means the land shown edged red on Plan 6
Residual Greenway Steps Contribution	<p>means the value calculated in accordance with the following:</p> $£ X = A - (B + C)$ <p>Where:</p> <p>X = Residual Greenway Steps Contribution</p> <p>A = Greenway Steps Contribution</p> <p>B = Costs incurred by the Owner pursuant to paragraphs 2.1(a)-2.1(d) (inclusive) of this Schedule 3; and</p> <p>C = Costs incurred by the Owner pursuant to paragraph 2.3(b) of this Schedule 3</p>
Revised Public Realm Proposal	has the meaning given to it in paragraph 2.3(b) of this Schedule 3
Owner Greenway Ramp Contribution	means a financial contribution of seven hundred and seventy three thousand seven hundred and seventy five pounds (£773,775)

2. Greenway Steps

- 2.1 Subject always to paragraph 2.2 of this Schedule 3, the Owner hereby covenants as follows:
- (a) prior to Commencement of the Development to submit the Greenway Steps Improvement Plan to the LPA for approval (having first used Reasonable Endeavours to engage with the LPA and Thames Water on the proposed design of the Greenway Steps Improvements);
 - (b) not to Commence the Development until the Greenway Steps Improvement Plan has been approved by the LPA;
 - (c) following approval of the Greenway Steps Improvement Plan pursuant to paragraph 2.1(b) of this Schedule 3, to use Reasonable Endeavours to obtain all Requisite Consents necessary for the carrying out and Completion of the Approved Greenway Steps Works including from Thames Water and National Grid;
 - (d) from Commencement of Development to provide to the LPA a written statement every four months summarising the efforts taken by the Owner to secure the Requisite Consents pursuant to paragraph 2.1(c) of this Schedule 3;
 - (e) to construct and Complete the Approved Greenway Steps Works within 24 months of securing all Requisite Consents for the carrying out of the Approved Greenway Steps Works pursuant to paragraph 2.1 of this Schedule 3, or such other period of time agreed between the Parties.
- 2.2 The Owner shall not be required to incur costs exceeding the Greenway Steps Contribution in seeking to comply with the obligations within paragraph 2 of this Schedule 3, such costs to include the costs incurred in preparing and seeking approval

of the Greenway Steps Improvement Plan securing the Requisite Consents for the Approved Greenway Steps Works and designing and procuring the Completion of the Approved Greenway Steps Works.

- 2.3 If the Owner is unable to secure all Requisite Consents for the carrying out of the Approved Greenway Steps Works within 18 months of Commencement of Development the Owner shall (at their sole discretion) either:
- (a) within one month thereof pay the Greenway Steps Contribution (less the costs reasonably incurred by the Owner complying with the obligations within paragraph 2.1 of this Schedule 3 and such costs to be evidenced to the reasonable satisfaction of the LPA) to the LPA; or
 - (b) within three months thereof reconsider the design of the public realm within the land shown edged blue on Plan 9 and submit to the LPA an amended public realm proposal for that part of the Development Site taking account of the non-delivery of the Approved Greenway Steps Works (the **Revised Public Realm Proposal**) for its written approval and:
 - (i) following approval of the Revised Public Realm Works to obtain all Requisite Consents for the carrying out and Completion of the Approved Revised Public Realm Proposal;
 - (ii) to construct the Approved Revised Public Realm Works within 12 months of securing all Requisite Consents for the Approved Revised Public Realm; and
 - (iii) pay to the LPA any Residual Greenway Steps Contribution within two months of the Approved Revised Public Realm Proposal being Completed.
- 2.4 Where the Owner carries out its obligations under either paragraph 2.3(a) or 2.3(b) of this Schedule 3 the Owner shall be released from its obligations contained within paragraph 2 of this Schedule 3.

3. **Greenway ramp**

- 3.1 The Council shall pay to the Owner the Council Greenway Ramp Contribution as soon as reasonably practicable and within 4 months of the Owner securing the Requisite Consents for the Approved Greenway Ramp Works.
- 3.2 Subject always to the Owner receiving the Council Greenway Ramp Contribution from the Council and subject to paragraph 3.3 of this Schedule 3, and only where the Council has confirmed in writing to the Owner that funding for the Council Greenway Ramp Contribution has been secured (subject only to the Requisite Consents for the Greenway Ramp Works having been obtained) prior to the Anticipated Commencement Date, the Owner hereby covenants as follows:
- (a) prior to Commencement of Development to submit the Greenway Ramp Improvement Plan to the LPA for approval (having first used Reasonable Endeavours to engage with the LPA and Thames Water on the proposed design of the Greenway Ramp Works);
 - (b) not to Commence the Development until the Greenway Ramp Improvement Plan has been approved by the LPA;
 - (c) following approval of the Greenway Ramp Improvement Plan pursuant to paragraph 3.2(b) of this Schedule 3, to use Reasonable Endeavours to obtain all

Requisite Consents necessary (including from Thames Water and National Grid) for the carrying out and Completion of the Approved Greenway Ramp Works;

- (d) from Commencement of Development to provide to the LPA a written statement every four months summarising the efforts taken by the Owner to secure the Requisite Consents; and
- (e) to construct and Complete the Approved Greenway Ramp Works within 36 months of securing all Requisite Consents for the carrying out of the Approved Greenway Ramp Works pursuant to paragraph 3.2(c) of this Schedule 3,

- 3.3 The Owner shall not be required to incur costs exceeding the Owner Greenway Ramp Contribution in seeking to comply with the obligations within paragraph 3 of this Schedule 3, such costs to include the costs incurred in preparing and seeking approval of the Greenway Ramp Improvement Plan securing the Requisite Consents and designing and procuring the Completion of the Approved Greenway Ramp Works and evidenced to the reasonable satisfaction of the LPA.
- 3.4 If the Owner is unable to secure all Requisite Consents for the carrying out of the Approved Greenway Ramp Works within 12 months of Commencement of Development the Owner shall within one month thereof pay the Owner Greenway Ramp Contribution (less the costs reasonably incurred by the Owner complying with the obligations within paragraph 3.2 of this Schedule 3 such costs to be evidenced to the reasonable satisfaction of the LPA) and (where the Council have paid to the Owner the Council Greenway Ramp Contribution) the Council Greenway Ramp Contribution to the LPA and the Owner shall be released from its obligations contained within paragraph 3.2 of this Schedule 3.
- 3.5 Where either:
- (a) the Owner does not receive written confirmation from the Council that funding for the Council Greenway Ramp Contribution has been secured pursuant to paragraph 3.2 of this Schedule 3 prior to the Anticipated Commencement Date; or
 - (b) the Owner does not receive the Council Greenway Ramp Contribution from the Council within four months of the Owner securing all Requisite Consents for the Approved Greenway Ramp Works,
- the Owner shall within one month thereof pay the Owner Greenway Ramp Contribution (less the costs reasonably incurred by the Owner complying with the obligations within paragraph 3.2 of this Schedule 3) to the LPA and the Owner shall be released from its obligations contained within paragraph 3.2 of this Schedule 3.
- 3.6 Where paragraphs 2.3, 3.4 and/or 3.5 of this Schedule 3 apply, the LPA will ensure that the funds paid to the LPA pursuant to that paragraph are used by the LPA to secure local connectivity improvements to the Development in the vicinity of the Development.

Schedule 4

Construction and Design

1. Definitions

In this Schedule 4, the following terms shall be given the following meaning:

Approved Drawings	means the drawings approved by the Planning Permission or as amended by section 96A of the 1990 Act or varied by a planning permission granted pursuant to section 73 of the 1990 Act
Alternative Architect	means such architect other than the Architect who the Owner can demonstrably evidence to the reasonable satisfaction of the LPA has both similar qualifications and reputation as the Architect as may be approved by the LPA from time to time in accordance with paragraph 3.2
Alternative Landscape Architect	means such landscape architect other than the Landscape Architect who the Owner can demonstrably evidence to the reasonable satisfaction of the LPA has both similar qualifications and reputation as the Landscape Architect as may be approved by the LPA from time to time in accordance with paragraph 3.2
Architect	means Jo Cowen Architects or such other architect of similar qualifications and reputation as might be agreed between the Owner and the LPA from time to time in accordance with paragraph 3.
Design Monitoring Contribution	means the sum of £80,000.00 (eighty thousand pounds) to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development and to ensure that all such 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.
Design Team	means the design team instructed by the Owner as set out in the relevant Design Team Statement.
Design Team Statement	means a written statement by the Owner setting out the following information which shall be factually correct at the date the statement is given: <ul style="list-style-type: none">(a) the members of the Design Team retained by the Owner in connection with the Development and their contact details; and

- (b) the scope of appointment of each member of the Design Team.

Landscape Architect means LDA Design or such other landscape architect of similar qualifications and reputation as might be agreed between the Owner and the LPA from time to time in accordance with paragraph 3.

Trigger Event means where the Architect and/or Landscape Architect are no longer retained or where an Alternative Architect and/or Alternative Landscape Architect is approved by the LPA pursuant to paragraph 3.2

2. **Design Team Statement**

2.1 None of the following applications shall be submitted unless accompanied by a Design Team Statement:

- (a) an application pursuant to Conditions 39 (Materials and Detailed Design), 41 (Landscape and Ecological Management Plan), 42 (Landscape Design), 44 (Lighting), 45 (Wayfinding), 46 (Play)
- (b) an application to amend the Planning Permission pursuant to section 96A of the 1990 Act; and
- (c) an application to vary the Planning Permission pursuant to section 73 of the 1990 Act.

2.2 The Owner shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and shall inform the LPA if the design team shall change during the construction of the Development until its Completion.

3. **Design Monitoring Contribution**

3.1 Subject to paragraph 3.2, the Owner shall pay the Design Monitoring Contribution to the LPA within 10 Working Days of the Trigger Event occurring.

3.2 An event shall not be deemed to be a Trigger Event where the Owner has notified the LPA that an Alternative Architect and/or Alternative Landscape Architect is proposed to be instructed in relation to the Development and the LPA has confirmed in writing that the Alternative Architect and/or Alternative Landscape Architect is approved. In reaching this decision, the LPA shall be entitled to request from the Owner such additional evidence as it considers necessary in order to be satisfied that the Alternative Architect and/or the Alternative Landscape Architect are of both similar qualification and reputation to the Architect and/or Landscape Architect (as applicable).

4. **Restriction on Development**

No Development shall be Commenced until the Owner has either:

- (a) provided evidence to the LPA's satisfaction that the Architect and Landscape Architect or the **Alternative Architect and/or Alternative Landscape Architect** are retained to oversee the delivery of the Development in accordance with the Approved Drawings; or

- (b) paid the Design Monitoring Contribution to the LPA in accordance with paragraph 3 of this Schedule.

5. **Considerate Constructors Scheme**

Prior to the Commencement of Development, the Owner shall join the Considerate Constructors Scheme and shall comply with the obligations of the scheme for the duration of the construction period of the Development.

Schedule 5

Employment and Training

1. Definitions

In this Schedule 5, the following terms shall be given the following meaning:

Employment Monitoring Report	means a report prepared by the Owner following written request from the LPA and detailing how the Owner is meeting the requirements set out in this Schedule, including providing detail on the current make-up of the workforce related to the Development at that time (but excluding in all cases any data that the Owner cannot release under the Data Protection Act 2018).
Inclusive Economy Employment Contribution	means the sum of fifty thousand pounds (£50,000) to be paid to the LPA for the LPA to spend on inclusive economy, training, education, employment, and skills programmes (including Build East, Good Growth Hub and East Education which facilitate local apprenticeships, work placement schemes and measures towards encouraging local employment) in the vicinity of the Development
Local Boroughs	means the London Boroughs of Newham, Waltham Forest, Tower Hamlets or Hackney
London Living Wage	means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA.

2. Inclusive Economy Employment Contribution

- 2.1 The Owner covenants to pay to the LPA the Inclusive Economy Employment Contribution prior to Commencement of the Development.
- 2.2 The Owner covenants not to Commence the Development until it has paid to the LPA the Inclusive Economy Employment Contribution.
- 2.3 The LPA covenants that any proposal for use of the Inclusive Economy Employment Contribution shall be agreed by the LPA in writing (in consultation with LLDC).

3. Local labour and local business

- 3.1 The Owner shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) use Reasonable Endeavours to ensure that:
 - (a) at least 25% of the construction workforce are local residents of the Local Boroughs;
 - (b) at least 4 work-based learning opportunities are provided through either apprenticeships or paid internships targeted towards young people (aged 16-30 years) during the construction phase of the Development; and

- (c) all employees employed at the Development in construction jobs are paid at least the London Living Wage.

4. **Employment reporting**

The Owner shall within twelve months of the first anniversary of Occupation of the Development submit to the LPA the Employment Monitoring Report.

Schedule 6

Sustainability and Environment

1. Definitions

In this Schedule 6, the following terms shall be given the following meaning:

Carbon Emissions Report	means (where applicable) a report in respect of the Development setting out: <ul style="list-style-type: none">(a) an assessment of the estimated regulated CO₂ emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020);(b) whether an On Site reduction of regulated CO₂ emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised;(c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved; if the net zero carbon target is not met On Site (i) the carbon gap and (ii) the calculation of the Carbon Offset Payment payable based on that carbon gap
Carbon Offset Payment	means the sum of two hundred and thirty seven thousand one hundred and twenty pounds (£237,120) or (where applicable) such other amount to be agreed in writing with the LPA following submission of the Carbon Emissions Report, having been calculated in accordance with the LPA's adopted Getting to Net Zero SPD (October 2022) where cost of carbon per tonne is £95 (not to be Indexed)
Carbon Offsetting	means the process of compensating for carbon dioxide emissions arising from the Development, by participating in schemes to make reductions of carbon dioxide
Decarbonisation Measures	means On Site measures to achieve carbon reductions (beyond those already secured as part of the Planning Permission) equivalent to the carbon savings that would have been achieved if the Development was connected to the District Energy Network

Defects Liability Period	means such period of time following Completion of the Development in which a contractor may remedy defects as may be included in the building contract for the Development
District Energy Network	means the Queen Elizabeth Olympic Park district energy network
Ecological Mitigation Contribution	means a financial contribution of eleven thousand three hundred and three pounds (£11,303) to be used by the LPA towards maintenance and enhancements of the Epping Forest SAC
Energy Performance Monitoring	means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators:- <ul style="list-style-type: none"> (a) contextual data relating to the Development's reportable units (b) the energy and fuel imports into each reportable unit including data from national energy grids and (if applicable) district heating connections (c) the renewable energy generation within the Development to identify how much energy is being generated On Site and where this is used and (d) building energy storage equipment data.
Energy Performance Monitoring Period	means a period of not less than five years commencing on the date of Occupation of the Development
Energy Performance Monitoring Report	means a report to be submitted on each anniversary of the date of Occupation of the Development during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring
Epping Forest SAAMS	means the Epping Forest Strategic Access Management and Monitoring Strategy (2021)
Epping Forest SAC	means the Epping Forest Special Area of Conservation
Future Proofing Measures	means future proofing measures within the Development including but not limited to plant space provision for a future plate heat exchanger, heating system tap-offs and identified distribution routes and infrastructure to enable future connection of the Development to the District Energy Network