

DATED 18 September 2023

UNILATERAL UNDERTAKING GIVEN BY DEED

BY:

(1) LONDON LEGACY DEVELOPMENT CORPORATION (AS OWNER)

IN FAVOUR OF:

(2) LONDON LEGACY DEVELOPMENT CORPORATION (AS LOCAL PLANNING AUTHORITY)

UNILATERAL UNDERTAKING GIVEN BY DEED

pursuant to section 106 of the 1990 Act and all other powers enabling in relating to development at Pudding Mill Lane within Queen Elizabeth Olympic Park (application reference 21/00574/OUT)

TO BE READ ALONGSIDE THE UNILATERAL UNDERTAKING GIVEN BY LONDON LEGACY DEVELOPMENT CORPORATION (AS LOCAL PLANNING AUTHORITY) PURSUANT TO SECTION 201 OF THE LOCALISM ACT 2011 RELATING TO THE SAME DEVELOPMENT AND ENTERED INTO ON THE DATE HEREOF

CONTENTS

	Page
1. INTERPRETATION	2
2. OPERATION OF THIS UNILATERAL UNDERTAKING	4
3. CONDITIONALITY	5
4. LANDOWNER'S COVENANTS IN FAVOUR OF THE LPA	5
5. PERFORMANCE OF ANY OWNER UNDER ANOTHER DEED	6
7. LEGAL BASIS	6
8. LOCAL LAND CHARGE	6
SCHEDULE 1 - THE DEVELOPER'S LAND	8
APPENDIX 1 - PML S106 AGREEMENT	
APPENDIX 2 - CONFIRMATORY DEED	
APPENDIX 3 - ENFORCEMENT PROTOCOL	
APPENDIX 4 - PLAN 1	

18 September

THIS UNILATERAL UNDERTAKING is made on

2023

BY:-

- (1) the **LONDON LEGACY DEVELOPMENT CORPORATION** ("LLDC") of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (acting in its capacity as the registered freehold proprietor of the Developer's Land);

IN FAVOUR OF:-

- (2) the **LOCAL PLANNING AUTHORITY** for the area within which the Developer's Land is located from time to time.

INTRODUCTION:-

LLDC (acting as landowner)

- (A) LLDC is a Mayoral Development Corporation ("**MDC**") established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for an area which straddles the boundaries of the four Host Boroughs.
- (B) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC is the owner of land transferred to it under various statutory transfer schemes and can exercise a range of powers over that land, including management, development and disposal to third parties. This land includes the Developer's Land, the details of which are set out in Schedule 1 to this Deed. LLDC, in its capacity as landowner, shall be herein referred to as the "**Landowner**".

LLDC (acting as LPA)

- (C) Pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012, at the date of this Deed, London Legacy Development Corporation ("**LLDC**") is the local planning authority for the area within which the Developer's Land is located for the purposes of Part 3 of the 1990 Act. It exercises this power in place of the Host Boroughs.
- (D) LLDC's Board has delegated the exercise of LLDC's planning functions to the department known as the Planning Policy and Decisions Team ("**PPDT**"). Although it acts independently, PPDT remains part of the legal entity that is LLDC.
- (E) It is acknowledged that LLDC will be a time limited organisation and its planning powers will eventually revert to the Host Boroughs. LLDC, in its capacity as local planning authority, shall be herein referred to as the "**LPA**".

The PML Application

- (F) The Landowner has submitted the PML Application to the LPA for determination. The PML Application relates to part of what is referred to in the 2022 SWFT S106 Agreement as the "PML Site". The 2022 SWFT S106 Agreement has now been replaced by the 2023 SWFT S106 Agreement, subject to a Material Operation being undertaken under the BWT Permission. The remainder of the former PML Site that is not covered by the PML Application is proposed to be developed under the BWT Permission.
- (G) The LPA recognises that the PML Application does not require any changes to the 2023 SWFT S106 Agreement however the 2023 SWFT LPA UU and the 2023 SWFT Landowner UU (including the 2023 SWFT S106 Agreement) should be read alongside this Deed.
- (H) On 25 October 2022 the LPA resolved to approve the PML Application subject to agreeing (amongst other things) the terms of this Deed, the PML LPA UU and the PML S106 Agreement.
- (I) The LPA considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that

provision should be made for regulating the PML Development in the manner set out in the PML S106 Agreement.

- (J) As the applicant for the Planning Permission, the Landowner is satisfied that the planning obligations contained in the PML S106 Agreement meet the three tests set out in Regulation 122 (2) (a) — (c) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (K) LLDC also recognises that while it is both Landowner and LPA it cannot enforce the obligations secured by this Deed against itself. If a breach of the terms of this Deed occurs while LLDC is both Landowner and LPA, the LPA and Landowner will seek to resolve that breach in accordance with the terms of the Enforcement Protocol. The LPA having agreed the same in the PML LPA UU.
- (L) To the extent that obligations incorporated into this Deed fall within the scope of section 106(1) of the 1990 Act, the Landowner intends that they create planning obligations for the purpose of section 106 of the 1990 Act binding itself and its interests in the Developer's Land. The Landowner intends that such obligations will be enforceable against any owner of the Developer's Land or any part of it under section 106(3) of the 1990 Act in accordance with the provisions of this Deed.
- (M) If land from within the Developer's Land is transferred to a third party and the obligations contained in this Deed can be enforced against such third party in accordance with Clause 2.2 of this Deed or once LLDC's planning functions pass to a successor local planning authority, then LLDC intends that the obligations in this Deed automatically crystallise as planning obligations under section 106 of the 1990 Act and will be enforceable as such in accordance with the terms of this Deed.
- (N) This Deed is to be read alongside each of: the PML LPA UU; the PML S106 Agreement; the 2023 SWFT LPA UU; the 2023 SWFT Landowner UU; the 2023 SWFT S106 Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Deed, the following words and expressions have the meanings assigned:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"2022 SWFT S106 Agreement"	means the agreed form deed attached at Appendix 1 to the unilateral undertaking dated 13 September 2022 under which the Landowner covenants to perform the obligations contained in the aforementioned agreed form deed
"2023 SWFT Landowner UU"	means the unilateral undertaking dated 13 April 2023 under which the Landowner covenants to perform the obligations contained in the 2023 SWFT S106 Agreement
"2023 SWFT LPA UU"	means the unilateral undertaking dated 13 April 2023 under which the LPA covenants to perform the obligations on the part of the LPA contained in the 2023 SWFT S106 Agreement
"2023 SWFT S106 Agreement"	means the agreed form deed attached at Appendix 1 to the 2023 SWFT Landowner UU and 2023 SWFT LPA UU
"BWT Permission"	means the planning permission granted by the LPA on 13 April 2023 with reference number 21/00403/OUT in relation to the Bridgewater Triangle site
"Commenced"	means the PML Development having been begun pursuant to the PML Permission by the carrying out of a Material Operation comprised in the PML Development

"Completed Confirmatory Deed"	means a Confirmatory Deed that has been entered into pursuant to Clause 4.2.3 of this Deed
"Confirmatory Deed"	means a deed in the form attached at Appendix 2 of this Deed
"Developer's Land"	means the land shown on Plan 1 and the details of the interests the Landowner has in the Developer's Land are set out in Schedule 1 to this Deed
"Enforcement Protocol"	means the protocol for enforcing the terms of this Deed, the PML LPA UU and the PML S106 Agreement contained at Appendix 3
"Host Boroughs"	means the London Boroughs of Hackney, Newham, Tower Hamlets and Waltham Forest and their respective successors in function
"Material Operation"	has the meaning given in section 56(4) of the 1990 Act
"Non-Residential Unit"	means any occupational unit comprised in the PML Development which is not a Residential Unit and in respect of which the relevant tenant is taking physical Occupation pursuant to the relevant lease
"Owner"	means anyone with an interest in the Developer's Land including but not limited to the Landowner
"Plan 1"	means the plan identifying the Developer's Land as included in Appendix 4
"PML Application"	means the application for outline planning permission submitted to the LPA and given reference number 21/00574/OUT for the development at Pudding Mill Lane within Queen Elizabeth Olympic Park with all matters reserved for future determination, comprising residential use (Use Class C3) including private amenity spaces; commercial, business and service uses (Use Class E); and local community use (Use Class F2); means of access; additional areas to provide associated plant, storage, circulation, servicing, car parking and cycle parking; landscaping including laying out of open space with provision for natural habitats and play space and all other supporting infrastructure works, structures and facilities
"PML Development"	means the development permitted by the PML Permission (including any amendments thereto as may be made from time to time under section 96A of the 1990 Act)
"PML LPA UU"	means the unilateral undertaking entered into on the same date as this Deed under which the LPA covenants to perform the obligations on the part of the LPA contained in the PML S106 Agreement
"PML Permission"	means the planning permission granted for the development applied for in the PML Application
"PML S106 Agreement"	means the agreed form deed a copy which is attached at Appendix 1 and which relates to the PML Development
"PML Site"	has the meaning given to it in the PML S106 Agreement

1.2 Save where expressly stated otherwise in this Deed, words and expressions used in this Deed have the meaning ascribed to them in the PML S106 Agreement.

2. OPERATION OF THIS UNILATERAL UNDERTAKING

2.1 This unilateral undertaking is given by Deed entered into pursuant to section 106 of the 1990 Act, the powers referred to in Clause 2.1.2 of the PML S106 Agreement and all other enabling powers.

2.2 To the extent that the obligations, covenants, undertakings, restrictions and agreements undertaken by the Landowner under Clause 4 of this Deed constitute planning obligations for the purposes of section 106 of the 1990 Act, the Landowner undertakes that they shall bind the Landowner's freehold interests in the Developer's Land details of which are set out in Schedule 1 and shall be enforceable under section 106(3) of the 1990 Act not only against the Landowner but also against any freehold or leasehold successors in title to or assigns of the Landowner and/or any person claiming through or under the Landowner a freehold or leasehold interest or estate in the Developer's Land in accordance with the following provisions:

2.2.1 while the LPA remains the local planning authority for the purposes of Part 3 of the 1990 Act for the Developer's Land, this Deed shall be enforceable by the LPA against any freehold or leasehold successors in title to or assigns of the Landowner and/or any person claiming a freehold or leasehold interest or estate in the Developer's Land through or under the Landowner provided that such successor or person is not part of the same legal entity as LLDC;

2.2.2 after LLDC's functions as the local planning authority for the Developer's Land has been transferred to a successor planning authority, this Deed shall be enforceable by such successor local planning authority,

PROVIDED THAT any enforcement of the terms of this Deed by the LPA shall be subject to the restrictions on the enforcement of the PML S106 Agreement as set out in the PML S106 Agreement.

2.3 While the LLDC is the local planning authority and retains an interest in the Developer's Land, the Landowner will comply with the terms of the Enforcement Protocol in respect of the obligations contained in this Deed and in the PML S106 Agreement.

2.4 The Landowner intends that obligations, covenants, undertakings restrictions and agreements undertaken by the Landowner in Clause 4 of this Deed shall be enforceable in contract by the LPA and its successors in function.

2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Deed after parting with its interest in the Developer's Land or its interest in respect of that part of the Developer's Land on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

2.6 No obligation in this Deed 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 of parts of the Developer's Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Developer's Land or part thereof to which such obligation relates.

2.7 This Deed shall be registerable as a local land charge by the London Borough of Newham and its respective statutory successors in function.

2.8 Other than the PML Permission, nothing in this Deed shall prohibit or limit the right to develop any part of the PML Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.

2.9 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the PML Permission lapses without the PML Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Landowner) modified.

3. **CONDITIONALITY**

3.1 This Deed shall come into effect upon grant of the PML Permission and shall be subject to completion of the PML LPA UU.

4. **LANDOWNER'S COVENANTS IN FAVOUR OF THE LPA**

4.1 Subject to Clauses 2.2, 2.5, 2.6, 3 and 5 the Landowner undertakes in favour of the LPA that it will observe and perform the terms obligations, covenants, undertakings, restrictions and agreements imposed on the Developer (as defined in the PML S106 Agreement) in the PML S106 Agreement.

4.2 Subject to Clauses 2.2, 2.5, 2.6, 3 and 5 the Landowner undertakes in favour of the LPA as follows:

4.2.1 that within 5 Working Days of the Landowner disposing of a freehold or leasehold interest in all or any part of the Developer's Land it shall notify the LPA of such transaction;

4.2.2 as soon as reasonably practicable and in any event within 10 Working Days of the date of this Deed to apply to the Land Registry for the following restriction to be entered onto the register of title for each of the registered titles listed in Schedule 1 of this Deed:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer confirming that the provisions of Clause 4.2.3 of a Unilateral Undertaking dated [●] and given by the London Legacy Development Corporation have been complied with or that they do not apply to the disposition"; and

4.2.3 subject to Clause 4.3, not to dispose of the whole or any part of the Developer's Land to any person whether by freehold transfer, the grant of a lease or otherwise, unless simultaneously with completion of this disposal the disponent enters into a Completed Confirmatory Deed which binds the interest being disposed of.

4.3 Clause 4.2.3 shall cease to apply to the part of the Developer's Land being disposed of when:

4.3.1 (save in respect of individual Residential Units and individual Non-Residential Units) both of the following circumstances have occurred:

(a) the whole or relevant part of the Developer's Land being disposed of is bound by an extant Confirmatory Deed; and

(b) the PML Development(s) on the whole or relevant part of the Developer's Land being disposed of is practically completed and made available for occupation and there are no remaining restrictions in the PML S106 Agreement preventing such occupation; or

4.3.2 in respect of the grant of a lease of a Residential Unit or Non-Residential Unit (as the case may be) the whole of the reversion immediately expectant on the determination of the term of the lease is already bound by an extant Confirmatory Deed.

5. PERFORMANCE OF ANY OWNER UNDER ANOTHER DEED

5.1 The Landowner's covenants to the LPA as set out in Clause 4.1 are subject to the following provisions:

5.1.1 discharge of an obligation, covenant or undertaking pursuant to the PML S106 Agreement or any Completed Confirmatory Deed shall constitute discharge pursuant to this Deed and vice versa; and

5.1.2 where an obligation, covenant or undertaking requires ongoing performance or compliance, performance or compliance pursuant to the PML S106 Agreement or any Completed Confirmatory Deed that binds the part of the Developer's Land to which the relevant obligation, covenant or undertaking relates shall constitute performance or compliance for the purposes of this Deed and vice versa.

6. RIGHTS OF THIRD PARTIES

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed or expressed to be a beneficiary of this Deed save that it is acknowledged by the Landowner that this is a unilateral undertaking made under section 106 of the 1990 Act and under section 201 of the Localism Act 2011 and capable of being enforced by the LPA (and its successors in function) despite not being party to it.

7. LEGAL BASIS

This Deed is made under section 106 of the 1990 Act and section 201 of the Localism Act 2011.

8. LOCAL LAND CHARGE

This Deed is a local land charge and is intended to be registered as such.

IN WITNESS whereof the Landowner has executed and delivered this unilateral undertaking as a Deed the day and year first above written

Executed as a deed by affixing THE
COMMON SEAL of THE LONDON
LEGACY DEVELOPMENT
CORPORATION in the presence of:

J. Howes



Authorised signatory

SCHEDULE 1 - THE DEVELOPER'S LAND

TITLE NUMBER	PROPERTY DESCRIPTION
EGL533914	Land lying to the north west of High Street, London/ The land at Pudding Mill Lane and Marshgate Lane to the south west of City Mill River and north west of Bow Back River

APPENDIX 1 – PML S106 AGREEMENT

DATED

2023

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) LONDON LEGACY DEVELOPMENT CORPORATION

PLANNING OBLIGATION BY AGREEMENT
relating to land known as Pudding Mill Lane, Queen
Elizabeth Olympic Park, London

CONTENTS

	Page
1 INTERPRETATION	1
2 EFFECT OF THIS AGREEMENT	7
3 CONDITIONALITY	9
4 THE DEVELOPER'S COVENANTS WITH THE LPA	9
5 THE LPA'S COVENANTS WITH THE DEVELOPER	10
6 FINANCIAL CONTRIBUTIONS AND INDEXATION	10
7 NOTICES	11
8 SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	11
9 VERIFICATION AND ENFORCEMENT	12
10 DISPUTE RESOLUTION	12
11 NO WAIVER	13
12 DUTY TO ACT REASONABLY AND IN GOOD FAITH	13
13 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	13
14 LPA'S MONITORING COSTS	13
15 INTEREST	13
16 JURISDICTION AND LEGAL EFFECT	13
17 EXECUTION	13
SCHEDULE 1 - AFFORDABLE HOUSING	14
SCHEDULE 2 - LATER LIVING UNITS	25
SCHEDULE 3 - SUSTAINABLE TRANSPORT	27
SCHEDULE 4 - LOCAL EMPLOYMENT	33
SCHEDULE 5 - ESTATE MANAGEMENT AND PUBLIC REALM	35
SCHEDULE 6 – COMMUNITY PAVILION	40
SCHEDULE 7 – HEALTHCARE FACILITY	42
SCHEDULE 8 - TRAVEL PLAN	45
SCHEDULE 9 - DESIGN	47
SCHEDULE 10 - ENERGY AND SUSTAINABILITY	50
SCHEDULE 11 - SITE – TITLE NUMBERS	55

APPENDIX 1 - PLAN OF SITE

APPENDIX 2 - DRAFT PLANNING PERMISSION

APPENDIX 3 - BARBERS ROAD HIGHWAY WORKS

APPENDIX 4 - BOW BACK RIVER TOWPATH WORKS

THIS AGREEMENT is made on

2023

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN (the "**LPA**"); and
- (2) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN (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 registered proprietor of interests that comprise the Site registered at the Land Registry with the Title Numbers listed in Schedule 11.
- (C) The Developer's agent submitted the Planning Application to the LPA on 17 December 2021.
- (D) On 25 October 2022 the LPA resolved to grant the Planning Permission subject to 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.

OPERATIVE PROVISIONS:

1. **INTERPRETATION**

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

"1990 Act"	means the Town and Country Planning Act 1990
"2011 Act"	means the Localism Act 2011
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Application"	means any application seeking an injunction or other equitable remedy (including any application under Part 25 of the Civil Procedure Rules) and/or any claim for damages
"Building"	means any building forming part of the Development
"Building Cost Index"	means the All-in Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"Commencement"	means beginning of the Development (or where Commencement or Commence is used in the context of part of the Development, commencement shall mean beginning of that part) as defined in

section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include:

- (a) site clearance and preparation
- (b) archaeological investigation
- (c) investigations for the purposes of assessing contamination
- (d) other ground and site surveying
- (e) construction of temporary access and temporary internal roads for construction purposes only
- (f) remediation works associated with contamination
- (g) erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security
- (h) provision of temporary accommodation reasonably required for construction purposes only

and "**Commence**" and "**Commenced**" shall be construed accordingly

" Commencement Date "	means the date upon which the Development is Commenced
" Commercial Workspace "	means the Use Class E units comprised in the Development and " Commercial Workspace Unit " shall be construed accordingly
" Completion "	means completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and " Completed " 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
" Defence "	means any Defence or Reply filed under Part 15 of the Civil Procedure Rules and/or any submissions made to the court in which an Application is issued (or any appeal court) and/or any affidavit, witness statement or any other document relied upon or filed by a third party or by any other party on behalf of the third party in or in relation to any Application
" Design Code "	means the document submitted as part of the Planning Application titled "PUDDING MILL LANE MASTERPLAN OUTLINE PLANNING APPLICATION Design Code PML-DOC-APP-DES-001 December 2021"
" Development "	means the development of the Site and all other operations and/or works authorised by the Planning Permission and any Subsequent Planning Permission
" Development Parcel "	means each development parcel comprised in the Development as identified on the approved parameter plans referred to in condition 1 of the Planning Permission and " Development Parcel A ",

"Development Parcel B", "Development Parcel C", "Development Parcel D", "Development Parcel F" and "Development Parcel K" shall be construed accordingly

"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute
"Highway Authority"	means the London Borough of Newham in its capacity as highway authority for the area within which the Site is located and includes its successors to the functions of the highway authority
"Index"	means: <ul style="list-style-type: none">(a) the RPI in respect of the Monitoring Contribution and(b) the Building Cost Index in respect of all other financial contributions
"Indexed"	means in relation to any sum or value that it is to be increased in accordance with Clauses 6.2 and 6.3
"Interest"	means interest at 2% above the base lending rate of Barclays Bank Plc from time to time
"LLDC"	means the London Legacy Development Corporation and its successors in functions but shall not include its successors in title
"London Plan"	means the London Plan (2021) or such updated version as is adopted from time to time
"Monitoring Contribution"	means the sum of £6,000 (six thousand pounds sterling), which shall be used by the LPA towards the costs of monitoring compliance with this Agreement
"Occupation"	means beneficial occupation for any purpose for which Planning Permission and any Subsequent Planning Permission has been granted in respect of the relevant building, structure or part of the Site but not including occupation for the purposes of construction, security, fit out or marketing and "Occupy" and "Occupier" shall be construed accordingly
"Parties"	means the parties to this Agreement and the word "Party" shall mean any one of them
"Phase"	means a phase of the Development
"Planning Application"	means the application for outline planning permission submitted to the LPA and given reference number 21/00574/OUT for the development at Pudding Mill Lane within Queen Elizabeth Olympic Park with all matters reserved for future determination comprising residential use (Use Class C3) including private amenity spaces; commercial, business and service uses (Use Class E); and local community use (Use Class F2); means of access; additional areas to provide associated plant, storage, circulation, servicing, car parking and cycle parking; landscaping including laying out of open

space with provision for natural habitats and play space and all other supporting infrastructure works, structures and facilities

"Planning Permission"

means the planning permission subject to conditions that may be granted by the LPA on the determination of the Planning Application for the proposals within the Planning Application, a draft of which is contained in Appendix 2

"Post Commencement Obligations"

means the following obligations that are conditional upon Commencement of the Development:

- (a) the obligations contained in Clause 9;
- (b) all of the obligations in Schedule 1 apart from those in paragraphs 1.1, 1.9 and 3 of Schedule 1;
- (c) all of the obligations in Schedule 2;
- (d) all of the obligations in Schedule 3 apart from those in paragraphs 1.1, 2.1, 6, 11.1 and 12.1 of Schedule 3;
- (e) all of the obligations in Schedule 3;
- (f) all of the obligations in Schedule 4;
- (g) all of the obligations in Schedule 5;
- (h) all of the obligations in Schedule 6;
- (i) all of the obligations in Schedule 7;
- (j) all of the obligations in Schedule 8;
- (k) all of the obligations in Schedule 9;
- (l) all of the obligations in Schedule 10 apart from those in paragraphs 1.1 and 1.2 of Schedule 10

"Reasonable Endeavours"

means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party 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:

- (a) in the case of the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions duties and purposes; and
- (b) in the case of the Developer, of a competent commercial developer in the context of the Development (or part of the Development)

"Reserved Matters"

has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015

"Reserved Matters Approval"	means approval of Reserved Matters in respect of the Development
"Residential Units"	means units of residential accommodation constructed as part of the Development
"Restrictive Planning Obligation"	means any covenant on the part of the Developer contained within this Agreement which restricts the undertaking of operations and/or works to construct the Development on the land comprising the Acquired Interest or part thereof or which restricts the Occupation of any part of the Development which is located on the land that comprises the Acquired Interest
"RPI"	means the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted for it or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"Section 73 Application"	means an application made under section 73 of the 1990 Act seeking to achieve the effect of modification, deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
"Section 73 Permission"	planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require
"Shell and Core"	means constructed to shell and core finish (as that expression is understood in the commercial development industry) and not fitted out, decorated or furnished
"Site"	means the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan attached at Appendix 1
"Subsequent Planning Permission"	means any Section 73 Permission and "Subsequent Planning Permissions" shall mean such two or more of them as the context shall require
"TfL"	means Transport for London in its capacity as the strategic transport authority for London and includes its successors to the functions of the strategic transport authority
"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) Part is to a part of a Schedule to this Agreement;
- (e) table is to a table of a Schedule to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) plan is to a plan annexed to this Agreement as an Appendix;

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

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

SAVE THAT any reference in this Agreement to a Use Class shall be construed as a reference to such use class as stated in the Town and Country Planning (Use Classes) Order 1987 in force as at the date the Planning Application was submitted and such construction shall not be affected by changes to that Order after that date;

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, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;

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 subject to Clauses 2.5, 2.6 and 2.7 references to the Developer include:

- (a) persons deriving title from the Developer; and
- (b) the Developer's successors, assigns, transferees;

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

- 1.2.12 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 any of the Parties at reasonable intervals (not to exceed more than once every three months), within 10 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 requesting Party(s).
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 The "**Agreement**" includes the Schedules and Recitals to this Agreement.
- 1.5 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate approval agreement or other consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 10 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or agreement or other consent for the purposes of this Agreement.
- 1.8 Where in this Agreement reference is made to "meeting the needs of the Development" (or cognate or similar expressions are used), the expression shall be interpreted pursuant to the three tests set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- 1.9 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:
- 2.1.1 section 106 of the 1990 Act; and
- 2.1.2 (in so far as this Agreement does not contain planning obligations entered into pursuant to section 106 of the 1990 Act), sections 201, 205 and 206 of the 2011 Act, section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as, subject to Clauses 2.5, 2.6, 2.7 and 2.13 and 13 to bind the Site and (subject to the aforesaid provisions) 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 (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker and save for the persons specified in paragraph 3 of Schedule 1 subject to the aforesaid provisions) 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, 205 and 206 of the 2011 Act.

- 2.4 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.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.6 This Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of individual Residential Units, except in respect of the obligations in paragraph 2 of Schedule 1 and paragraph 1.1.3 of Schedule 2.
- 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 of 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 London Borough of Newham and its respective statutory successors in function.
- 2.9 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
- 2.9.1 subject to Clause 2.9.2, if following the conclusion of such proceedings or challenge any of the Planning Permission is quashed then without prejudice to any liability which may have arisen pursuant to this Agreement prior to it being quashed, the provisions of this Agreement will cease to have any further effect as from the date upon which the Planning Permission is quashed save to the extent (if at all) that this Agreement remains relevant to any of the Planning Permission which has not been quashed;
- 2.9.2 if Development is Commenced or (as applicable) continued under that part of the Planning Permission which has been quashed, the provisions of this Agreement relevant to such Development will remain in full force and effect; and
- 2.9.3 the LPA shall as soon as reasonably practicable notify the Developer of the bringing of such proceedings or challenge.
- 2.10 Wherever in this Agreement reference is made to a date on which "proceedings or challenge in relation to the Planning Permission are concluded" (or cognate or similar expressions are used), the following provisions have application:
- 2.10.1 proceedings by way of judicial review are concluded:
- (a) when permission to apply for judicial review has been refused and no further application may be made; or
- (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (c) when any appeal is finally determined;
- 2.10.2 proceedings under section 288 of the 1990 Act or in respect of any other legal challenge are concluded:
- (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(b) when any appeal is finally determined.

- 2.11 Save where a Subsequent Planning Permission has been granted which remains extant, this Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Developer) modified.
- 2.12 Other than the Planning Permission and any Subsequent 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.
- 2.13 Subject to Clause 2.6, the obligations in this Agreement which require works and/or actions to be carried out and/or undertaken on the Site and/or which otherwise relate to the Site shall not be enforced against a third party who acquires a leasehold interest(s) in the Site ("**Acquired Interest**") to the extent that such works and/or actions are required to be undertaken on land which is wholly outside the Acquired Interest and/or the obligations otherwise concern and/or relate to land wholly outside the Acquired Interest PROVIDED THAT:
- 2.13.1 nothing in this Clause 2.13 shall exempt the relevant third party from liability in respect of any Restrictive Planning Obligation; and
- 2.13.2 in the event that there is a breach of a Restrictive Planning Obligation and the LPA issues an Application to restrain such breach the relevant third party shall not be entitled to rely on Clause 2.13 in its Defence to such an Application and shall make no reference to Clause 2.13 in its Defence to such an Application.
- 2.14 Where any Developer (other than LLDC) considers that it should not be liable in whole or part in respect of an obligation contained in this Agreement which does not directly relate to that part of the Site in which such Developer has an interest, such Developer may apply to the LPA for written binding confirmation that the specified obligations cannot and will not be enforced against the Developer.

3. **CONDITIONALITY**

- 3.1 Save in respect of the Post Commencement Obligations (which are conditional upon and shall not take effect until Commencement of the Development) and save where otherwise expressly provided for in this Agreement, this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.
- 3.2 Notwithstanding Clause 3.1, this Clause 3 and Clauses 16 and 17 shall take effect immediately on the date of this Agreement
- 3.3 Notwithstanding Clause 3.1, the Post Commencement Obligations are conditional upon and shall not take effect until Commencement of the Development.

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 and each and every of the obligations, covenants and undertakings relating to the construction, use and Occupation of the Development which are contained in this Agreement;
- 4.1.2 not encumber or otherwise deal with its interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

4.1.3 notify the LPA of the date upon which each of the following events occurs:

- (a) the Commencement Date;
- (b) first Occupation of each Phase of the Development; and
- (c) Completion of the Development.

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.

6. FINANCIAL CONTRIBUTIONS AND INDEXATION

6.1 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.

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

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

6.4 Following receipt of any payments or financial contributions from the Developer pursuant to any obligations contained in this Agreement, the LPA covenants and undertakes to:

6.4.1 apply such payments or financial contributions only for the purposes specified in this Agreement PROVIDED THAT for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer (as applicable); and

6.4.2 from time to time upon reasonable written request by the Developer (but not more frequently than once in every six months) to provide the Developer with a breakdown of expenditure from all financial contributions.

6.5 Save where expressly stated to the contrary and subject to Clause 6.6, the LPA shall return to the person who paid to the LPA the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the fifth anniversary of payment by the Developer PROVIDED ALWAYS that the Parties may agree a longer period for repayment in respect of any such contribution, up to a maximum of ten years from the date of payment by the Developer.

6.6 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 Clauses 6.4 and 6.5 shall cease to apply in respect of these monies.

6.7 Upon payment of monies to an Other Statutory Authority pursuant to Clause 6.6 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

7. NOTICES

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

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

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

7.1.3 if sent by email, at the time of sending of the email.

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

LPA:

Address: Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning Policy
and Decisions Team
Level 9,
5 Endeavour Square,
Stratford,
London
E20 1JN

For the attention of: Anthony Hollingsworth

Email address: AnthonyHollingsworth@londonlegacy.co.uk

Developer:

Address: London Legacy Development Corporation – Development
Directorate
Level 9,
5 Endeavour Square,
Stratford,
London,
E20 1JN

For the attention of: Executive Director of Development

Email address: RosannaLawes@londonlegacy.co.uk

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

8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

8.1 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. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

8.2 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. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

8.3 Where all of the obligations, covenants, undertakings and other provisions contained in this Agreement have been satisfied wholly the LPA shall request that the London Borough of Newham, and its statutory successors in function remove the entry in their respective Local Land Charges Register relating to this Agreement.

9. 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 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.

10. DISPUTE RESOLUTION

10.1 One party may by serving notice on all the other parties (the "Notice") refer a Dispute to an Expert for determination.

10.2 The Notice must specify:

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

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

10.2.3 the proposed Expert.

10.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 10.7 provides otherwise) to nominate the Expert at their joint expense.

10.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

10.5 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 Working Days from the date of his appointment to act.

10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 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 Working Days in respect of any such submission and material.

10.7 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:

10.7.1 where the Dispute relates to Schedule 3 (Sustainable Transport), the President of the Chartered Institute of Highways and Transportation; and

10.7.2 where the Dispute relates to any other matter (unless specified otherwise in this Agreement), the President of the Law Society.

11. 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.

12. DUTY TO ACT REASONABLY AND IN GOOD FAITH

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

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

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.

14. LPA'S MONITORING COSTS

The Developer agrees that it will on completion of this Agreement pay the Monitoring Contribution to the LPA.

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

DEFINITIONS

In this Schedule 1 the following words and expressions shall have the following meanings:

"Affordable Habitable Rooms"	means Habitable Rooms forming part of an Affordable Housing Unit
"Affordable Housing"	means housing including Low Cost Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should: <ul style="list-style-type: none">(a) meet the needs of eligible purchasers or renters 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 purchasers or renters, or, if these restrictions are lifted (including, without limitation, as a result of Staircasing or the exercise of a statutory right to buy), for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963)
"Affordable Housing Provider"	means 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) to be either nominated or approved by the LPA (such approval not to be unreasonably withheld or delayed)
"Affordable Housing Statement"	means a statement to be submitted with each application for Reserved Matters Approval setting out: <ul style="list-style-type: none">(a) the quantum and tenure of the PML Affordable Housing for which Reserved Matters Approval has already been obtained or for which an application for Reserved Matters Approval has been submitted;(b) the quantum and tenure of the PML Affordable Housing to be provided within the part of the Development that is the subject of the relevant application for Reserved Matters Approval and confirm the proportion provided in respect of the SWFT Section 106 Deed;(c) details (for illustrative purposes only) of how it is proposed that the remainder of the PML Affordable Housing is to be provided across the remaining Phases of the Development for which applications for Reserved Matters Approval have not yet been submitted; and(d) if applicable, details of the extent to which the PML Affordable Housing to be provided within the part of the Development that is the subject of the relevant application for Reserved Matters Approval will consist of Later Living Units

"Affordable Housing Tenure Split"	<p>means:</p> <p>(a) a minimum of 30% (by Affordable Housing Unit) of the PML Affordable Housing Units to be provided as Low Cost Rented Housing; and</p> <p>(b) the remaining PML Affordable Housing Units to be provided as Intermediate Housing</p>
"Affordable Housing Units"	means residential dwellings to be provided as Affordable Housing and "Affordable Housing Unit" shall be construed accordingly
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the PML Affordable Housing (or any number of them) in favour of the Chargee
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the PML Affordable Housing (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
"CPI"	means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the LPA may determine, acting reasonably
"Date of Deemed Service"	<p>means, in each instance where a Chargee has served a Default Notice under paragraph 3.2.1 of this Schedule 1:</p> <p>(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 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time) during the LPA's office hours of 9 am to 5 pm on a Working Day, the date on which the Default Notice is so delivered; or</p> <p>(b) in the case of service by using first class registered post to the LPA's offices at the address specified in Clause 7.2 (or such alternative address as may be notified to the Developer and/or the Chargee from time to time), 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)</p>
"Default Notice"	means a notice in writing served on the LPA by the Chargee under paragraph 3.2.1 of this Schedule 1 of the Chargee's intention to enforce its security over the relevant PML Affordable Housing
"Eligible Purchaser"	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000 (ninety thousand pounds sterling)

"Eligible Renter"	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 (sixty thousand pounds sterling) and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report
"Fit Out Works"	means works comprised in the Development beyond Shell and Core
"GLA"	means the Greater London Authority in its capacity as strategic planning authority for Greater London or any successor in statutory function
"Habitable Room"	means any room within a residential unit the primary use of which is for living, sleeping and/or dining and which expressly includes any room which is used as a kitchen with a floor area of 13 square metres or more, a living room, a dining room or a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 square metres, a bathroom, a toilet, a corridor or a hall
"Household"	means: <ul style="list-style-type: none"> (a) in relation to an Eligible Purchaser a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons; and (b) in relation to an Eligible Renter a person "A", A and all other persons who would, after purchasing a London Living Rent Housing Unit share that London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons
"Household Income"	means: <ul style="list-style-type: none"> (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and (b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households
"Initial Marketing Period"	means, in relation to each London Shared Ownership Housing Unit, the first three months of marketing that unit for sale
"Intention Notice"	means a notice in writing served on the Chargee by the LPA under paragraph 3.3 of this Schedule 1 that the LPA is minded to purchase the relevant PML Affordable Housing
"Intermediate Housing"	means London Shared Ownership Housing and London Living Rent Housing
"Later Living Units"	shall have the meaning defined in Schedule 2
"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 not required to be let at Target Rents but is subject to other rent controls

that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:

- (a) including Service Charges, up to 80% of local market rents; and
- (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance

"London Affordable Rented Housing Units"

means the Affordable Housing Units to be made available for London Affordable Rented Housing in accordance with this Agreement

"London Living Rent Housing"

means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:

- (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;
- (c) at rents (including Service Charges) not exceeding the relevant maximum rents published by the GLA annually; and
- (d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with paragraph (c) above

"London Living Rent Housing Units"

means the Affordable Housing Units to be made available for London Living Rent Housing in accordance with this Agreement

"London Plan"

means the London Plan published in March 2021 as revised from time to time

"London Plan Annual Monitoring Report"

means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy

"London Shared Ownership Housing"

means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

- (a) must not exceed 28% of the relevant annual gross income upper limit (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) specified in the latest London Plan Annual Monitoring Report; and
- (b) in respect of each London Shared Ownership Housing Unit, must not exceed 28% of the relevant annual gross income

upper limit below (or such other limit as is agreed with the LPA and the GLA from time to time) (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the Initial Marketing Period of the London Shared Ownership Housing Unit:

- (i) studio: £66,000 (sixty-six thousand pounds sterling) plus X;
- (ii) one-bedroom: £66,000 (sixty-six thousand pounds sterling) plus X; and
- (iii) any London Shared Ownership Housing Unit with more than one bedroom: £90,000 (ninety thousand pounds sterling) plus X,

where "X" is the percentage equal to the percentage increase from £90,000 (ninety thousand pounds sterling) to the maximum household income in the latest Annual London Plan Monitoring Report on the date on which the relevant annual housing costs are calculated,

and "**London Shared Ownership Lease**" and "**London Shared Ownership Lessee**" shall be construed accordingly

"London Shared Ownership Housing Units"

means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with this Agreement

"Low Cost Rented Housing"

means London Affordable Rented Housing and Social Rented Housing

"Mayor's Funding Guidance"

means "Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance" published by the Mayor of London in November 2020 or any update or replacement guidance

"Moratorium Period"

means, in each instance where a Chargee has served a Default Notice under paragraph 3.2.1 of this Schedule 1, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)

"Open Market Housing Units"

means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units

"Option"

means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 3.4 of this Schedule 1 for the purchase of the PML Affordable Housing Units

"PML Affordable Housing"

means a minimum of 45% by Habitable Room of the Residential Units, to be provided as Affordable Housing Units in accordance with the Affordable Housing Tenure Split and "**PML Affordable Housing Units**" shall be construed accordingly

"PML Two+ Bed Residential Units"

means a minimum of 51% of the Residential Units, to be provided as Two+ Bed Residential Units

"Priority Band 1"

means in respect of each London Shared Ownership Housing Unit size listed in column 1 of the table below the Eligible Purchaser shall have a Household Income that does not exceed the amount specified in the corresponding row of column 2 or such other figure as is agreed with the LPA and GLA from time to time:

Column 1: London Shared Ownership Unit Size	Column 2: Maximum Household Income
Studio	£66,000 plus X
1 bed	£66,000 plus X
2 (or more) bed	£90,000 plus X

where "X" is the percentage equal to the percentage increase from £90,000 (ninety thousand pounds sterling) to the maximum household income in the latest Annual London Plan Monitoring Report on the date on which the relevant Household Income is calculated

"Priority Band 2"

means that the Eligible Purchaser shall have a Household Income that does not exceed the annual gross income upper limit for London Shared Ownership Housing as specified in the most recent London Plan Annual Monitoring Report from time to time such amount being £90,000 (ninety thousand pounds sterling) as at the date of this Agreement

"Purchased LLR Unit"

means any London Living Rent Housing Unit which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraph 4 of this Schedule 1

"Regulator of Social Housing"

means the Regulator of Social Housing established under Part 1 of the Housing and Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation

"Rent Guidance"

means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 or such other replacement guidance or direction or legislation

"Rent Standard"

means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, and the Rent Guidance together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation

"RTA Purchaser"

means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes

"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit or London Living Rent Housing Unit (as applicable) as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit or London Living Rent Housing Unit (as applicable)
"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents
"Staircasing"	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% equity and "Staircased" shall be construed accordingly
"Sums Due"	means all sums due to a Chargee of the PML Affordable Housing pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"SWFT Section 106 Deed"	means the agreed form of section 106 agreement appended as Appendix 1 to the unilateral undertaking dated 13 April 2023 entered into under section 106 of the 1990 Act by the London Legacy Development Corporation (as landowner) in relation to the planning permission for the Stratford Waterfront development granted with reference 18/00470/OUT (and as may be varied or replaced from time to time)
"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time
"Three+ Bed Residential Units"	means Residential Units which have three or more bedrooms
"Two+ Bed Residential Units"	means Residential Units which have two or more bedrooms

1. PML AFFORDABLE HOUSING

- 1.1 The Developer shall submit an Affordable Housing Statement with each application for Reserved Matters Approval of a Phase including Residential Units.
- 1.2 The Developer shall not Occupy more than 50% of the Open Market Housing Units within the Development until 60% of the PML Affordable Housing has been completed and is ready for Occupation.
- 1.3 The Developer shall not Occupy more than 70% of the Open Market Housing Units within the Development until 80% of the PML Affordable Housing has been completed and is ready for Occupation.
- 1.4 The Developer shall not Occupy more than 85% of the Open Market Housing Units within the Development until 100% of the PML Affordable Housing has been completed and is ready for Occupation.
- 1.5 The Developer shall use Reasonable Endeavours to ensure that the PML Affordable Housing is dispersed throughout the Development and each Phase of the Development containing Residential Units.

- 1.6 The Developer covenants that:
- 1.6.1 the PML Affordable Housing Units shall be provided in accordance with the Affordable Housing Tenure Split;
 - 1.6.2 a minimum of 65% of those PML Affordable Housing Units that are provided as Low Cost Rented Housing will be provided as PML Two+ Bed Residential Units PROVIDED ALWAYS THAT the Developer shall use Reasonable Endeavours to provide 75% of those PML Affordable Housing Units that are provided as Low Cost Rented Housing as PML Two+ Bed Residential Units;
 - 1.6.3 alongside each Reserved Matters application which includes PML Affordable Housing Units that are provided as Low Cost Rented Housing, the Developer shall confirm the number (and percentage) of PML Affordable Housing Units within that Reserved Matters application that are to be provided as Low Cost Rented Housing which are PML Two+ Bed Residential Units and (where applicable) provide detailed reasons for why the 75% target referred to in paragraph 1.6.2 has not been achieved across the Development as a whole; and
 - 1.6.4 no Residential Unit that is a studio unit shall be provided as Low Cost Rented Housing.
- 1.7 The Developer shall not Occupy more than 75% of the Open Market Housing Units in the Development until either the AH Confirmation or the Alternative AH Strategy is Approved.
- 1.8 In paragraph 1.7 above the terms "AH Confirmation", "Alternative AH Strategy" and "Approved" have the meanings given to them in the SWFT Section 106 Deed.
- 1.9 The Developer shall consult with at least one Affordable Housing Provider during the design work on each application for Reserved Matters Approval, to ensure that planned maintenance costs are given significant weight in the design development of each of the PML Affordable Housing Units and shall provide evidence of the same to the LPA with each application for Reserved Matters Approval of a Phase containing PML Affordable Housing Units.
- 1.10 Prior to the Occupation of any PML Affordable Housing Units, the Developer shall confirm in writing to the LPA that (in respect of those PML Affordable Housing Units):
- 1.10.1 the amount of the Service Charges shall be fair and reasonable and no more than the actual cost of the services provided;
 - 1.10.2 the Developer has had due regard to the affordability of Service Charges in progressing design and management strategies for the PML Affordable Housing Units; and
 - 1.10.3 that the Developer complies with the Mayor of London's Service Charges Charter dated December 2021 (or if applicable such replacement version of the Charter published),
- 1.11 The Developer shall not Occupy the relevant PML Affordable Housing Units until the LPA has confirmed compliance with the requirements of sub-paragraphs 1.10.1, 1.10.2 and 1.10.3 in respect of those units.
- 1.12 The Developer shall thereafter comply with the requirements of sub-paragraphs 1.10.1, 1.10.2 and 1.10.3 above throughout the lifetime of the Development.

2. **USE AS AFFORDABLE HOUSING**

The Developer covenants not to Occupy the PML Affordable Housing Units for any purpose other than as Intermediate Housing or Low Cost Rented Housing.

3. **EXCLUSION OF LIABILITY**

- 3.1 The obligations and restrictions contained in this Schedule 1 shall not bind:

- 3.1.1 any RTA Purchaser;
 - 3.1.2 any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;
 - 3.1.3 any London Shared Ownership Housing Unit where the London Shared Ownership Lessee has acquired 100% of the equity in such unit through Staircasing; or
 - 3.1.4 any Chargee (subject to the provisions of paragraph 3.2).
- 3.2 In order to benefit from the protection granted by paragraph 3.1.4, a Chargee must:
- 3.2.1 serve a Default Notice on the LPA pursuant to the requirements of Clause 7 addressed to the Director of Planning Policy and Decisions of the LPA prior to seeking to dispose of the relevant PML Affordable Housing Units;
 - 3.2.2 when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant PML Affordable Housing Units; and
 - 3.2.3 subject to paragraph 3.6, not exercise its power of sale over or otherwise dispose of the relevant PML Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 3.4.
- 3.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the LPA may serve an Intention Notice on the Chargee.
- 3.4 Not later than 15 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 PML Affordable Housing Units which shall contain the following terms:
- 3.4.1 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));
 - 3.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 3.5.2 or determined in accordance with paragraph 3.6;
 - 3.4.3 provided that the purchase price has been agreed in accordance with paragraph 3.5.2 or determined in accordance with paragraph 3.6, but subject to paragraph 3.4.4, 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 PML Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 3.4.4 the Option will expire upon the earlier of (i) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - 3.4.5 any other terms agreed between the parties to the Option (acting reasonably).
- 3.5 Following the service of the Intention Notice:
- 3.5.1 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 relevant PML Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

- 3.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use Reasonable Endeavours to agree the purchase price for the relevant PML 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 PML Affordable Housing Units contained in this Schedule 1; and
 - (b) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 3.6 On the date falling 10 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 3.5.2(a) above:
- 3.6.1 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 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;
 - 3.6.2 if, on the date falling 15 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 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 3.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.5.2(a), due regard being had to all the restrictions imposed upon the relevant PML Affordable Housing Units by this Agreement;
 - 3.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 3.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 3.6.6 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 days after his/her appointment and in any event within the Moratorium Period; and
 - 3.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 3.7 The Chargee may dispose of the relevant PML Affordable Housing Units free from the obligations and restrictions contained in this Schedule 1, which shall determine absolutely in respect of those PML Affordable Housing Units (but subject to any existing tenancies) if:
- 3.7.1 the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 3.7.2 the LPA (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant PML Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 3.7.3 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.
- 3.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 3.2 to 3.7 (inclusive).

4. LONDON LIVING RENT HOUSING UNITS

- 4.1 At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.
- 4.2 If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 4.1, the Developer shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.
- 4.3 In respect of each London Living Rent Housing Unit, on the earlier of the 10th anniversary of the initial letting of that London Living Rent Housing Unit and the date on which the initial letting is terminated or otherwise comes to an end, if the tenant (or tenants) at that given time of that unit has not elected to acquire that unit, the Developer may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT the sale shall only complete after the termination of the current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).
- 4.4 On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 4.2 or 4.3, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.
- 4.5 The Developer shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant Shared Ownership Lessee has Staircased to 100% equity.

5. MARKETING OF LONDON SHARED OWNERSHIP UNITS

- 5.1 The Developer covenants that:
- 5.1.1 for each Phase, during the Initial Marketing Period each London Shared Ownership Housing Unit within that Phase shall be marketed for sale exclusively to Eligible Purchasers who are within Priority Band 1; and
- 5.1.2 following the expiry of the period referred to in paragraph 5.1.1 each London Shared Ownership Housing Unit that has not been sold shall be marketed for sale only to Eligible Purchasers who are within Priority Band 2.
- 5.2 The Developer covenants that no London Shared Ownership Housing Unit shall be Occupied unless the requirements of paragraph 5.1 have been complied with in respect of that London Shared Ownership Unit.

6. TWO-PLUS BED RESIDENTIAL UNITS

- 6.1 The Developer shall use Reasonable Endeavours to ensure that the PML Two+ Bed Residential Units are dispersed throughout the Development and each Phase within which PML Two+ Bed Residential Units are provided.
- 6.2 The Developer covenants that a minimum of 35% of those PML Affordable Housing Units that are provided as Low Cost Rented Housing will be provided as Three+ Bed Residential Units.

SCHEDULE 2

LATER LIVING UNITS

DEFINITIONS

In this Schedule 2 the following words and expressions shall have the following meanings:

- "Later Living Unit"** means a minimum of 40 Residential Units (which in aggregate have a total floor area of not less than 4,000 square metres) to be provided to Qualifying Persons within a single Building and built in accordance with applicable best practice, guidance and policy for accommodation of this type and **"Later Living Units"** shall be construed accordingly
- "Later Living Units Plan"** means a plan to be submitted for approval by the LPA showing how the Later Living Units shall be provided in accordance with the provisions of this Schedule 2
- "Qualifying Person"** means:
- (a) a person aged fifty-five (55) years or over (or as otherwise agreed with the Council in writing); and/or
 - (b) a person, whether or not they are aged fifty-five (55) years or over, who is the spouse, co-habiting partner or live-in companion of a person falling within (a) above who is in Occupation of a Residential Unit or is a widow/widower of a person falling within (a) above who Occupied the Residential Unit with that person and did so up to the date of their death (excluding any period of time where that person falling within (a) above was unable to Occupy the Residential Unit by reason of his/her care needs); and/or
 - (c) a person who is a carer (or such other person as may be agreed with the Council in writing) of a person falling within (a) above who is in Occupation of a Residential Unit with that person,

and for the purposes of this definition a person is a "spouse" or "widow/widower" of another person if he/she is or was the married spouse or civil partner of that person and **"Qualifying Persons"** shall be construed accordingly

1. LATER LIVING UNITS

1.1 The Developer covenants that:

- 1.1.1 prior to the Commencement of the relevant Phase the Developer shall submit to the LPA and obtain its written approval of the Later Living Units Plan;
- 1.1.2 the Later Living Units shall be provided in the agreed locations shown on the Later Living Units Plan unless otherwise agreed in writing with the LPA;
- 1.1.3 it shall not Occupy or permit Occupation of any Later Living Unit by any occupant other than a Qualifying Person; and
- 1.1.4 it shall impose in all instruments of sale, transfer, lease or tenancy or any other occupancy agreement covenants which require the occupier of any Later Living Unit to comply with the terms of paragraph 1.1.3 and require that any purchaser, lessee, tenant or occupier of a Later Living Unit who disposes of their interest in the Later Living Unit shall ensure that

such disposal contains covenant(s) to the effect that the disponee shall comply with the terms of paragraph 1.1.3.

SCHEDULE 3

SUSTAINABLE TRANSPORT

DEFINITIONS

In this Schedule 3 the following words and expressions shall have the following meanings:

"Barbers Road Highway Works"	means improvement works to Barbers Road including the creation of a revised access from Barbers Road to the Site to be carried out within the areas shown shaded purple and shaded orange on the drawing attached at Appendix 3
"Barbers Road Section 278 Agreement"	means an agreement to be entered into between the Developer and Newham under section 278 (and if applicable also under section 38) of the Highways Act 1980 which secures the carrying out and completion of the Barbers Road Highway Works
"Blue Badge"	means parking provision for any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 (as amended) or any superseding legislation
"Bow Back River Towpath Works"	means works to improve the river towpath within the area shown edged and shaded green on the drawing attached at Appendix 4
"Bus Infrastructure Contribution"	the sum of £45,076.23 (forty-five thousand and seventy-six pounds sterling and twenty-three pence) (Indexed) as a financial contribution towards the provision of bus infrastructure on Marshgate Lane
"Connectivity Contribution"	means £1,900,000 (one million and nine hundred thousand pounds sterling (Indexed from 28 September 2012 being the date of the LCS Section 106 Agreement) as a financial contribution towards the Connectivity Works
"Connectivity Works"	means the works to improve the local connectivity including the Greenway Link Project or any other connectivity improvement projects the LPA considers necessary to be carried out within the vicinity of the Development within the LLDC Connectivity Portfolio or the LLDC Infrastructure List or any riverside access and/or tow path improvement works adjoining the Site
"Construction Transport Management Group"	means the existing group established under the LCS to discuss coordination of operational construction management and logistics interfaces between contractors and development zones and including any successor group established in the event that the group existing on the date of this Agreement ceases to meet or is dissolved
"Construction Transport Mitigation Contribution"	means £20,000 (twenty thousand pounds sterling) (Indexed) towards measures to mitigate impact of construction works on the local highway network
"Greenway Link Project"	means the project to be undertaken to improve the connectivity of the Greenway which may include (but is not limited to) some or all of the following scope of works: (a) delivery of steps from the U07 Path to the Greenway;

	<ul style="list-style-type: none"> (b) delivery of steps and/or ramp from the proposed new City Mill Riverside Route to the Greenway; (c) delivery of steps from the Otter Close/Blaker Road Site to the Greenway; and (d) improving the access from the Otter Close/Blaker Road Site to the Greenway
"Highway Agreement"	means an agreement or agreements to be entered into between the Developer and the Highway Authority pursuant to sections 38, 278 of the Highways Act 1980 or in respect of paragraph 5.1 of this Schedule 3 any other such written agreement between the Developer and the Highway Authority
"LCS"	means the Legacy Communities Scheme which is planning permission for legacy development (LPA ref: 11/90621/OUTODA as varied by ref: 14/00036/VAR and 17/00236/VAR and 18/00471/VAR and 21/00561/VAR and 22/00216/VAR and as may be varied or replaced from time to time)
"LCS Section 106 Agreement"	means the section 106 agreement dated 28 September 2012 between (1) Olympic Delivery Authority and (2) London Development Agency and (3) Transport for London in respect of the LCS (and as may be varied or replaced from time to time)
"Marshgate Lane Bridge Contribution"	means £75,000 (seventy-five thousand pounds) (Indexed) towards works for the feasibility and delivery of Marshgate Lane Bridge
"Material Operation"	has the meaning given in section 56(4) of the 1990 Act
"Necessary Consents"	means any planning permission(s) and any other consents, rights and/or licences that the Developer will require in order to undertake and complete the Bow Back River Towpath Works
"On-Site Blue Badge Car Parking Spaces"	means the Blue Badge spaces to be provided within the Development in the locations shown in the Parking Delivery Strategy to be made available by the Developer for use by occupants and visitors to the Development who are Blue Badge holders pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970, with the initial number of such spaces being equivalent to 3% of the total number of Residential Units across the whole Development and thereafter additional spaces shall be provided where specified in any Parking Delivery Strategy Report PROVIDED THAT the maximum number of spaces that may be provided shall not be required exceed 7% of the total number of Residential Units in aggregate
"Parking Delivery Strategy"	means a delivery strategy in respect of car parking of the relevant Phase including the following details: <ul style="list-style-type: none"> (a) the controlled parking zone area(s) to be implemented and enforcement strategy; (b) on street signing and lighting; (c) location of On-Site Blue Badge Car Parking Spaces;

- (d) location of loading bays and other non-residential on-street bays;
- (e) location of car club vehicle parking spaces;
- (f) location of electric vehicle charging points;
- (g) details of interim parking management and enforcement strategy;
- (h) programme for undertaking surveys of car parking use including use of the bays set out in paragraph (c); and
- (i) process and timescales to review the effectiveness of the strategy at regular intervals including frequency of the preparation of Parking Delivery Strategy Reports and inclusion of any required amendments following each such review

"Parking Delivery Strategy Report"

means a written report setting out the effectiveness of the Parking Delivery Strategy during the relevant monitoring period including any proposed changes to the Parking Delivery Strategy including (but not limited to) details of any additional On-Site Blue Badge Car Parking Spaces

"Remediation Forum"

means the existing forum established under LCS for the reporting and discussion of contamination and remediation issues to ensure the procedure set out in the code of construction practice and the global remediation strategy is followed in line with the remediation protocol and including any successor forum established in the event that the forum existing on the date of this Agreement ceases to meet or is dissolved

"Stratford Station Contribution"

means the sum of £200,000 (two hundred thousand pounds sterling) (Indexed) as a financial contribution towards a project identified and agreed by the Stratford Station Leadership Board or successor governance arrangement for Stratford station and which project may include:

- (a) South Eastern (Angel Lane) entrance; and/or
- (b) station internal capacity interventions in accordance with TfL Station Planning Standards and Guidelines and Network Rail Station Capacity Planning Guidance for items identified in the LLDC Infrastructure Delivery Plan

"Stratford Station Leadership Board"

means the decision-making body providing leadership, collaboration and strategic direction for Stratford station

"UPRN"

means a unique property reference number

1. CONNECTIVITY CONTRIBUTION

- 1.1 The Developer covenants to pay the Connectivity Contribution to the LPA upon completion of this Agreement and no Material Operation relating to the Development shall be carried out until the Connectivity Contribution has been paid to the LPA.

2. **PARKING DELIVERY STRATEGY**

- 2.1 Alongside the Reserved Matters Approval application for each Phase the Developer shall submit a Parking Delivery Strategy for that Phase (prepared in consultation with the Highway Authority) to be approved by the LPA and no Development shall in that Phase shall Commence until the Parking Delivery Strategy has been approved by the LPA.
- 2.2 The Developer shall deliver and manage each Phase in accordance with the provisions of the Parking Delivery Strategy as approved by the LPA.

3. **CAR CLUB**

- 3.1 The Developer shall:

3.1.1 from Completion of the first Phase (or relevant part of the first Phase) of the Development, use Reasonable Endeavours to procure a car club operator to operate a car club vehicle in the parking space to be provided pursuant to Condition 44 of the Planning Permission as soon as reasonably practicable following first Occupation of any Residential Unit and to operate the car club vehicle for the lifetime of the Residential Units commencing on first Occupation of the Residential Units; and

3.1.2 provide the first households to Occupy each Residential Unit with free membership for a period of 24 months for the use of the car club referred to in paragraph 3.1.1 and/or car clubs in the vicinity of the Development PROVIDED THAT this obligation shall not apply in respect of any Residential Units where the Occupier of that Residential Unit holds a Blue Badge.

- 3.2 In the event that the use of Reasonable Endeavours to enter into a contract with a car club operator in accordance with paragraph 3.1.1 does not result in completion of a contract with a car club operator as at the Occupation of 50% of the Residential Units across the Development, the Developer shall submit a detailed written statement to the LPA for Approval explaining why a contract with the car club operator has not been entered into and what alternative provision they will provide to support sustainable transport movement and reduce reliance on private cars by Occupiers of the Development (the "**Car Club Statement**") and the obligation in paragraph 3.1.1 shall fall away upon the Approval of the Car Club Statement.

4. **BLUE BADGE CAR PARKING SPACES PROVISION**

- 4.1 The Developer shall:

4.1.1 prior to first Occupation of the relevant Phase provide the On-Site Blue Badge Car Parking Spaces within that Phase; and

4.1.2 not permit first Occupation of each Phase unless and until the On-Site Blue Badge Car Parking Spaces within that Phase have been provided in accordance with the approved Parking Delivery Strategy.

- 4.2 The Developer shall thereafter maintain and monitor the use of the On-Site Blue Badge Car Parking Spaces in accordance with the Parking Delivery Strategy.

5. **CAR FREE DEVELOPMENT**

- 5.1 The Developer covenants with the LPA that:

5.1.1 it shall include in each transfer of an Open Market Unit or Affordable Housing Unit and in each lease for a Commercial Workspace Unit a covenant by the transferee or tenant (as relevant) that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways in the vicinity of the Development at any time during the lifetime of the Development unless otherwise agreed by the LPA unless such transferee or tenant 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;

- 5.1.2 each Open Market Unit, Affordable Housing Unit and Commercial Workspace Unit shall not be Occupied unless the covenant set out in paragraph 5.1.1 is contained in the transfer or lease for that unit;
- 5.1.3 prior to first Occupation of the Development to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this Schedule 3 including providing the addresses of and UPRN of each Open Market Unit, Affordable Housing Unit and Commercial Workspace Unit and thereafter notify the LPA in writing that such notification has been made; and
- 5.1.4 it shall manage and enforce against the controlled parking zone area(s) identified in the Parking Delivery Strategy for the lifetime of the Development unless and until such time the responsibility of such management and enforcement is transferred to the Highway Authority subject to a Highway Agreement.

6. **REMEDIATION FORUM AND THE CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

- 6.1 Prior to Commencement of the Development the Developer covenants that it shall become a member at its own cost of the Remediation Forum.
- 6.2 The Developer covenants that it shall remain a member of the Remediation Forum until Completion of the Development.
- 6.3 Prior to Commencement of the Development the Developer covenants that it shall become a member at its own cost of the Construction Transport Management Group.
- 6.4 The Developer covenants that it shall remain a member of the Construction Transport Management Group until Completion of the Development.

7. **BUS INFRASTRUCTURE CONTRIBUTION**

The Developer covenants to pay the Bus Infrastructure Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Bus Infrastructure Contribution has been paid to the LPA.

8. **STRATFORD STATION CONTRIBUTION**

The Developer covenants to pay the Stratford Station Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Stratford Station Contribution has been paid to the LPA.

9. **MARSHGATE LANE BRIDGE CONTRIBUTION**

The Developer covenants to pay the Marshgate Lane Bridge Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Marshgate Lane Bridge Contribution has been paid to the LPA.

10. **CONSTRUCTION TRANSPORT MITIGATION CONTRIBUTION**

The Developer shall pay the Construction Transport Mitigation Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Construction Transport Mitigation Contribution has been paid to the LPA.

11. **BOW BACK RIVER TOWPATH WORKS**

- 11.1 The Developer covenants with the LPA to use Reasonable Endeavours to obtain all Necessary Consents in respect of the Bow Back River Towpath Works as soon as reasonably practicable following grant of the Planning Permission.
- 11.2 The Developer covenants with the LPA subject to obtaining all Necessary Consents (and using Reasonable Endeavours to do so) to carry out and complete the Bow Back River Towpath Works in accordance with such Necessary Consents prior to first Occupation of Development Parcel F.

12. **BARBERS ROAD HIGHWAY WORKS**

- 12.1 The Developer will use Reasonable Endeavours to enter into the Barbers Road Section 278 Agreement as soon as reasonably practicable following grant of the Planning Permission.
- 12.2 Unless otherwise agreed in writing by the LPA, no building within Development Parcels A, B and C shall be Occupied unless and until the Barbers Road Highway Works have been Completed and are available for use by the public.

SCHEDULE 4
LOCAL EMPLOYMENT

DEFINITIONS

In this Schedule 4 the following words and expressions shall have the following meanings:

"Agreed Targets"	means the targets detailed in paragraphs 1.1 and 1.2 (as applicable)
"Best Endeavours"	means that the Developer will take all those steps in its power which are capable of producing the desired result and which a prudent, determined and reasonable commercial developer, acting in his own interests and desiring to achieve that result, would take in the context of the Development (or part of the Development)
"Construction Contract"	means both Tier 1 Contracts and Tier 2 Contracts
"Council's Area"	means the London Borough of Newham's administrative area
"Local Resident"	means a resident of one of the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest
"London Living Wage"	means the minimum amount (currently £11.95 (eleven pounds and ninety-five pence)) of pay per hour that all workers in London should receive, as published from time to time by the Living Wage Foundation
"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
"Tier 1 Contracts"	means those direct construction contracts between the Developer and a third party construction contractor who directly covenants with the Developer for the construction of the Development
"Tier 2 Contracts"	means those construction contracts entered into between the Tier 1 Contract contractors and its immediate supply chain contractors for the purposes of constructing the Development

1. CONSTRUCTION JOBS TARGETS

1.1 The Developer shall use Reasonable Endeavours to meet the following targets in respect of construction jobs at the Development during construction:

Construction jobs	At least 30% of the construction workforce to be a Local Resident
--------------------------	---

Construction apprenticeships	At least 5% of the construction workforce to be apprentices working towards an NVQ or equivalent and of these at least 50% shall be a Local Resident
Construction jobs	At least 50% of the construction workforce to be from a black, Asian or minority ethnic background
Construction jobs	At least 5% of the construction workforce to be women
Construction jobs	At least 5% of the construction workforce to be disabled

and for the purposes of this paragraph 1.1, the use of Reasonable Endeavours shall extend to seeking to obtain an obligation in any Construction Contract requiring the contractor of the Tier 1 Contract and the contractor of the Tier 2 Contract to use Reasonable Endeavours to meet the job targets specified in this paragraph 1.1 and to pay at least the London Living Wage as required by paragraph 3.

- 1.2 The Developer shall use Reasonable Endeavours, and shall procure that its contractors use Reasonable Endeavours, to ensure that:
- 1.2.1 businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development; and
- 1.2.2 10% of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area.

2. **MONITORING AND REVIEW**

- 2.1 The Developer will submit monitoring and review reports in respect of the Development to the LPA every 12 months until completion of the Development, the first such report to be submitted to the LPA no later than 6 months following Commencement of the Development, and each report shall set out the progress made by the Developer to achieve the Agreed Targets in paragraphs 1.1 and 1.2 including (to the extent the Developer is not prevented from doing so by any rule of law whether domestic or international and to the extent the Developer is provided with such data (having used Reasonable Endeavours to obtain such data from any relevant third parties)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status.
- 2.2 The LPA agrees and acknowledges that in respect of paragraph 2.1 separate monitoring and review reports may be submitted for different elements of the Development.

3. **LONDON LIVING WAGE**

- 3.1 The Developer shall use Best Endeavours to ensure that all employees of the Development in construction jobs shall be paid at least the London Living Wage.

4. **NATIONAL CONSIDERATE CONSTRUCTORS SCHEME**

- 4.1 The Developer shall:
- 4.1.1 comply with National Considerate Constructors Scheme during the construction of the Development; and
- 4.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites.

SCHEDULE 5

ESTATE MANAGEMENT AND PUBLIC REALM

DEFINITIONS

In this Schedule 5 the following words and expressions shall have the following meanings:

"Common Areas"	means: (a) all other shared surfaces, 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 within the Development which are used in common by Occupiers and users of such Buildings, to be identified on a plan submitted alongside the Reserved Matters Approval application for each Phase
"Courtyard Amenity Space"	means the communal residential amenity spaces (which may include where relevant Play Space) to be provided within Development Parcels A, B, C and K as part of the Development, which are contained within Courtyard Blocks
"Courtyard Blocks"	means the residential Buildings surrounding Courtyard Amenity Space which are provided within Development Parcels A, B, C and K as part of the Development, which are identified and described in Section 3.2 of the Design Code and which are referred to in the Design Code as "Courtyard Blocks"
"Drinking Fountain"	means a free-standing or wall-mounted drinking fountain which has a bottle-filling mechanism and which is connected to a potable mains water supply (and has adequate drainage) and is available to use by members of the public free-of-charge during operational hours (as specified in the Estate Management Strategy from time to time) and " Drinking Fountains " shall be construed accordingly
"Estate Management Strategy"	means an estate management strategy for the Development or part of the Development which shall contain as a minimum details of the management and maintenance (including repair, renewal, cleaning and keeping tidy) of the Common Areas, Public Realm, Formal Youth Play Space, Courtyard Amenity Space and any SUDS Infrastructure and the operational hours for the Public Toilets and the Drinking Fountain (being the hours during which those facilities will be available for members of the public to use)
"Neighbourhood Square"	means the area of public realm to be provided as part of the Development which is identified and described in Section 2.10 of the Design Code and which is referred to in the Design Code as "Neighbourhood Square"
"Open Space Parameter Plan"	means the approved parameter plan entitled 'Open Space and Play Space – Parameter Plan' having reference number 150 GSA XXXX DRA 2805 Rev 00 referred to in condition 1

of the Planning Permission (or such replacement version of the same as may be approved from time to time pursuant to any Section 73 Application or non-material amendment under section 96A of the 1990 Act)

"Permitted Closures"

means temporary closure of any part of the Public Realm in the following circumstances:

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (a) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area and/or component(s) (including any Drinking Fountain or Public Toilets) of the Public Realm in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area;
- (b) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding);
- (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (d) in the case of the Public Toilets and Drinking Fountain, closure outside of the relevant operational hours as specified in the Estate Management Strategy; and
- (e) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained;

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

"Play Space"

means the play space identified on the Open Space Parameter Plan

"Public Realm"

means the provision of at least 0.63 hectares of public realm including (but not limited to) the provision of:

- (a) Neighbourhood Square;
- (b) Pudding Mill Yard;
- (c) Riverside Parks;

- (d) Urban (Pudding Mill) Square;
- (e) Drinking Fountains;
- (f) Public Toilets,

and Play Space which falls within such public realm and which shall be provided in accordance with the approved Public Realm Phasing Strategy and freely accessible to the general public subject to Permitted Closures in accordance with the approved Estate Management Strategy PROVIDED THAT the Courtyard Amenity Spaces are not public realm

"Public Realm Phasing Strategy" means a written strategy for the provision of the Public Realm which shall contain details as to the delivery and layout of the Public Realm within each Phase

"Public Toilets" means public toilet facilities suitable for a range of users which are to be provided either in a stand-alone, purpose-built structure within an area of public realm comprised within the Development or within a Building comprised in the Development and which shall be available to use by members of the public free-of-charge during operational hours (specified in the Estate Management Strategy from time to time)

"Pudding Mill Yard" means the area of public realm to be provided as part of the Development which is identified and described in Section 2.8.3 of the Design Code and which is referred to in the Design Code as "Pudding Mill Yard"

"Riverside Parks" means the areas of public realm to be provided as part of the Development which are identified and described in Section 2.11 of the Design Code and which are referred to in the Design Code as the "Riverside Parks"

"SUDS Infrastructure" means any sustainable urban drainage system comprised within the Development

"Urban (Pudding Mill) Square" means the area of public realm to be provided as part of the Development which is identified and described in Section 2.7 of the Design Code and which is referred to in the Design Code as "Pudding Mill Square"

"Youth Space Sport" means the 'Youth Space Sport' as identified on the Open Space Parameter Plan

1. PROVISION OF PUBLIC REALM

- 1.1 Prior to Commencement of Development the Developer shall submit and obtain the LPA's approval to the Public Realm Phasing Strategy.
- 1.2 Each Phase of the Development shall be laid out in accordance with the approved Public Realm Phasing Strategy and thereafter retained in accordance with it.
- 1.3 No Building shall be Occupied until the Public Realm associated with that Building has been delivered in accordance with the approved Public Realm Phasing Strategy.

2. **YOUTH SPACE SPORT**

- 2.1 The Developer shall deliver the Youth Space Sport prior to first Occupation of more than 75% of the Residential Units and shall not Occupy more than 75% of the Residential Units until the Youth Space Sport has been delivered.

3. **COURTYARD AMENITY SPACE**

- 3.1 The Developer shall deliver the Courtyard Amenity Space:
- 3.1.1 prior to first Occupation of the Residential Units in the associated Courtyard Block and no Residential Units in that Courtyard Block shall be Occupied until the Courtyard Amenity Space associated with that Courtyard Block has been delivered; or
 - 3.1.2 in accordance with such alternative phasing strategy submitted with the relevant application for Reserved Matters and approved by the LPA.
- 3.2 Following delivery of the Courtyard Amenity Space the Developer shall permit Occupiers of the Residential Units continuous access during daylight hours and subject to Permitted Closures.

4. **ESTATE MANAGEMENT STRATEGY**

- 4.1 Prior to first Occupation of the Development or any part of the Development the Developer shall submit and obtain the LPA's Approval of the Estate Management Strategy for the relevant part of the Development.
- 4.2 The Developer shall ensure that the Estate Management Strategy shall set out detailed proposals for the following:
- 4.2.1 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;
 - 4.2.2 management and coordination of waste collection and recycling;
 - 4.2.3 details of the operational hours for the Public Toilets and Drinking Fountain, being the hours during which those facilities are available for use by members of the public; and
 - 4.2.4 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.
- 4.3 The Development shall be carried out and Occupied and maintained in accordance with the relevant approved Estate Management Strategy or in the event the Developer presents a revised Estate Management Strategy for written approval by the LPA, the Development shall be carried out and Occupied and maintained in accordance with the revised Estate Management Strategy after the LPA's approval of the same.

5. **PUBLIC REALM ACCESS**

- 5.1 Following Completion of the Development or any part of the Development, the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Public Realm (save in respect of areas occupied by planting and soft landscaping) within the Development or part of the Development at all times free of charge **SUBJECT TO:**
- 5.1.1 Permitted Closures;
 - 5.1.2 any lawful requirements of the police or any other competent authority; and

- 5.1.3 public rights being in common with the Developer and the Developer's tenants and occupiers of any part of the Development.
- 5.2 The closures permitted by paragraph 5.1 are subject to the following conditions:
- 5.2.1 save in an emergency, where there is a Permitted Closure, the Developer will ensure that there is adequate personnel and/or signage in place at the entrance of the area of Public Realm which is temporarily closed advising the public that there is no access in accordance with details that have been previously approved by the LPA **PROVIDED THAT:**
- (a) the Developer shall submit to the LPA for approval the details required pursuant to this paragraph 5.2.1 not less than 10 Working Days before the date of the intended Permitted Closure;
 - (b) the personnel and/or signage required pursuant to paragraph 5.2.1 shall be provided in accordance with the details approved by the LPA and at the Developer's cost; and
 - (c) the Developer shall minimise the duration of any Permitted Closure.
- 5.3 The Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Public Realm.

SCHEDULE 6

COMMUNITY PAVILION

DEFINITIONS

In this Schedule 6 the following words and expressions shall have the following meanings:

- "Community Pavilion"** means up to 273 square metres of local community and learning floorspace (Use Class F.2) and which is identified and described in Section 3.5 of the Design Code and which is referred to in the Design Code as "Community Pavilion" and shall be provided in accordance with the Community Pavilion Strategy
- "Community Pavilion Delivery Monitoring Reports"** means a written report setting out the ongoing monitoring of the delivery of the Community Pavilion in accordance with the timescales specified in the Community Pavilion Delivery Plan within the Community Pavilion Strategy during the relevant monitoring period including any proposed changes to the timescales where there is evidence of demand for the Community Pavilion to be delivered earlier or later than the timescales at paragraph 1.2
- "Community Pavilion Strategy"** means a strategy for the management, operation, maintenance and use of the Community Pavilion and which shall identify and set out the:
- (a) timing and phasing plan for the delivery of the Community Pavilion including details for the process and timescales to review the effectiveness of the delivery strategy at regular intervals including frequency of the preparation of Community Pavilion Delivery Monitoring Reports and inclusion of any required amendments following each such review ("**Community Pavilion Delivery Plan**");
 - (b) principles for the promotion of the Community Pavilion;
 - (c) broad categories of potential users of the Community Pavilion and strategy for seeking expressions of interest from potential users;
 - (d) principles of how and when (including principles for the hours of use) the Community Pavilion will be made available to users including how users will be able to book for their use;
 - (e) details of the management and maintenance of the Community Pavilion; and
 - (f) specify the minimum size of the Community Pavilion and, if that minimum size is below 180 square metres of floorspace, then the strategy must also contain a detailed explanation of how the anticipated demand from the Development for the Community Pavilion will be met

1. **COMMUNITY PAVILION**

- 1.1 Prior to Commencement of Development the Community Pavilion Strategy shall be submitted to the LPA for its approval.
- 1.2 The Development shall be laid out in accordance with the approved Community Pavilion Strategy prior to first Occupation of more than 75% of the Residential Units or such other timescales as approved by the LPA in accordance with the Community Pavilion Strategy.
- 1.3 The Developer shall thereafter provide, promote and manage the Community Pavilion in accordance with the approved Community Pavilion Strategy.
- 1.4 The Developer shall use Reasonable Endeavours to secure the Community Pavilion Operator for the Community Pavilion and such obligation shall extend to marketing the Community Pavilion for a period of at least six months period to the anticipated date of completion of the Community Pavilion on lease terms set out in paragraph 1.5 (the "**Community Pavilion Marketing Period**").
- 1.5 The lease to be offered for the Community Pavilion pursuant to the marketing exercise required by paragraph 1.4 shall be at a peppercorn rent and for a term of not less than 25 (twenty-five) years or for such other term as may be agreed between the LPA and the Developer.
- 1.6 In the event that despite using Reasonable Endeavours no agreement for lease is entered into within the Community Pavilion Marketing Period, paragraphs 1.1 to 1.5 (inclusive) shall cease to be of any further effect and nothing in this Schedule shall preclude the Developer from using the Community Pavilion for an alternative non-residential use.

SCHEDULE 7

HEALTHCARE FACILITY

DEFINITIONS

In this Schedule 7 the following words and expressions shall have the following meanings:

- "CCG"** means the Clinical Commissioning Group or successor body (or such other provider of primary healthcare services as may from time to time be proposed by the Developer and approved by the LPA)
- "Healthcare Facility"** means up to 1,004 square metres of healthcare floorspace (Use Class E(e)) to be provided (where applicable) in accordance with the Healthcare Facility Strategy and which could include some of the following:
- (a) waiting room, record storage, reception, practice manager, general admin/secretarial and a small meeting room, communications room, staff rest space, nurse store, stores, trainer/trainee space, multipurpose room, education/training/large meeting room facility;
 - (b) general practitioner consulting space, treatment/minor surgery, phlebotomy and NHS dental services;
 - (c) primary care teams consisting of interdisciplinary groups of general practitioners, nurses, midwives, health care assistants, home helpers, physiotherapists, occupational therapists and social workers;
 - (d) support services including childcare, clinical nutrition, community work, medical care administration, mental health, speech and language therapy, traveller health/community social inclusion, podiatry, psychology, public health nursing, rehab support, family planning, imaging and outpatient services,
- together with ancillary complementary health-related businesses (including pharmacy services) and/or patient-related commercial services (such as coffee shop concessions)
- "Healthcare Facility Strategy"** means a strategy for the management, operation, maintenance and use of the Healthcare Facility and which shall identify and set out the:
- (a) heads of terms of the lease of the Healthcare Facility;
 - (b) quantum of the Healthcare Facility including details of minimum and maximum parameters;
 - (c) timing, phasing plan and indicative location for the delivery of the Healthcare Facility including details for the process and timescales to review the effectiveness of the delivery strategy at regular intervals;
 - (d) principles for the promotion of the Healthcare Facility;

- (e) principles of how and when (including principles for the hours of use) the Healthcare Facility will be made available to users;
- (f) details for the management and maintenance of the Healthcare Facility; and
- (g) extent to which (if at all) CCG has confirmed that it does not require the Healthcare Facility to be provided

"PML Healthcare Facility Consultation"

means a consultation with the CCG on:

- (a) whether the Healthcare Facility is needed; and
- (b) the proposed type and size and potential locations of the Healthcare Facility,

having regard in all instances to the capacity at existing and proposed (being healthcare facilities that will be delivered within the following six months) healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development

"Uncommitted PDZ4 Healthcare Facilities Cost Cap"

has the meaning given to it in the LCS Section 106 Agreement (with any other defined terms referred to in the relevant definition in the LCS Section 106 Agreement being incorporated by reference to the extent necessary to give effect to the defined term in this Agreement)

1. HEALTHCARE FACILITY

- 1.1 Prior to Commencement of Development the Developer shall commence the PML Healthcare Facility Consultation.
- 1.2 No Residential Units within the Development shall be Occupied until the PML Healthcare Consultation has been completed in accordance with paragraph 2 and a report of the consultation and the results of it have been submitted to and approved by the LPA in accordance with paragraph 2.
- 1.3 Where the approved report on the PML Healthcare Consultation demonstrates that the CCG does not require the Healthcare Facility to be provided, paragraph 1.7 shall apply.
- 1.4 If the report approved under paragraph 1.2 concludes that the Healthcare Facility is needed and is required by the CCG, the Healthcare Facility Strategy shall be prepared in consultation with the CCG and submitted to the LPA for approval (in consultation with the CCG) prior to first Occupation of more than 50% of the Residential Units.
- 1.5 Where the approved Healthcare Facility Strategy evidences to the LPA's satisfaction that CCG does not require the Healthcare Facility to be provided, paragraph 1.7 shall apply.
- 1.6 The Developer shall not Occupy more than 75% of the Residential Units unless and until:
 - 1.6.1 the Healthcare Facility has been completed to Shell and Core in accordance with the Healthcare Facility Strategy; and
 - 1.6.2 it has offered a lease for the Healthcare Facility to the CCG on the heads of terms as set out in the Healthcare Facility Strategy and either:
 - (a) such lease of the Healthcare Facility has been granted to the CCG; or

- (b) where such lease of the Healthcare Facility has not been granted to the CCG, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such lease of the Healthcare Facility within a period of no less than 6 (six) months from the date of such lease being first offered for grant to the CCG (and with effect from the end of such period paragraph 1.7 shall apply)

1.7 If this paragraph applies then paragraphs 1.1 to 1.6 (inclusive) shall cease to be of any further effect and nothing in this Schedule shall preclude the Developer from using the Healthcare Facility for an alternative use.

1.8 The LPA agrees that in the event that any Uncommitted PDZ4 Healthcare Facilities Cost Cap is paid to it under paragraph 2.18.4 of Schedule 6 to the LCS Section 106 Agreement it shall pay that sum to the Developer as soon as reasonably practicable following completion to Shell and Core of the Healthcare Facility (it being acknowledged that such payment would comply with clause 8.5 of the LCS Section 106 Agreement) PROVIDED THAT in the event that paragraph 1.7 above applies then this Schedule 7 shall not require the LPA to pay any Uncommitted PDZ4 Healthcare Facilities Cost Cap to the Developer

2. CONSULTATION

2.1 The PML Healthcare Facility Consultation shall be carried out as follows unless otherwise agreed with the LPA:

2.1.1 the PML Healthcare Facility Consultation shall be commenced when the Developer issues a written invitation to the CCG to take part in the PML Healthcare Facility Consultation and such invitation will set out the scope of the PML Healthcare Facility Consultation and will confirm the timescales set out below;

2.1.2 within 10 Working Days (or such longer period as may be agreed by the Developer and the CCG) following the issue of invitations pursuant to paragraph 2.1.1, the Developer shall hold a meeting with the CCG to obtain the CCG's initial views on the matters on which they are being consulted;

2.1.3 within 10 Working Days (or such longer period as may be agreed by the Developer and the CCG) following the meeting held pursuant to paragraph 2.1.2, the CCG shall submit its formal written response on the PML Healthcare Facility Consultation to the Developer;

2.1.4 within 10 Working Days (or such longer period as may be agreed by the Developer and the CCG) following receipt of the CCG's formal written response pursuant to paragraph 2.1.3, the Developer shall prepare a draft of the report on the PML Healthcare Facility Consultation and shall submit the draft report to the CCG for its review and comment and shall also submit a copy of the draft report to the LPA;

2.1.5 within 10 Working Days (or such longer period as may be agreed by the Developer and the CCG) following receipt of the draft report pursuant to paragraph 2.1.4, the CCG shall provide its written comments on the draft report to the Developer; and

2.1.6 within 10 Working Days (or such longer period as may be agreed by the Developer and the CCG) following receipt of the CCG's comments pursuant to paragraph 2.1.5, the Developer shall prepare the final report taking into account such comments and the final report shall set out how the Developer has taken into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated. The Developer shall issue the final report to the LPA for approval.

SCHEDULE 8

TRAVEL PLAN

DEFINITIONS

In this Schedule 8 the following words and expressions shall have the following meanings:

- "Monitoring Period"** means six months after first Occupation until five years after first Occupation
- "Travel Plan"** means the travel plan to be submitted to the LPA for approval pursuant to condition 43 of the Planning Permission
- "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 residents of, visitors to, and employees of, the Development
- "Travel Plan Monitoring Report"** 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;
 - (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved;
 - (e) (where the objectives and/or targets specified in the Travel Plan have not been met or are unlikely to be 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; and
 - (f) any details or data required by the LPA acting reasonably but only where such details or data relates to relevant matters which were not anticipated in the Travel Plan

"Travel Plan Review Period" means initially the period of six months commencing on first Occupation of the Development and thereafter every six months on a rolling basis until the expiry of the Monitoring Period

1. TRAVEL PLAN MONITORING

- 1.1 To monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.
- 1.2 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 days after the end of each Travel Plan Review Period.
- 1.3 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.

SCHEDULE 9

DESIGN

DEFINITIONS

In this Schedule 9 the following words and expressions shall have the following meanings:

"Alternative Architect"	means a suitably qualified architect which has been approved by the LPA
"Architect"	means the architect responsible for the design in any application for Reserved Matters for the Development
"Central Tower"	means the tall building to be provided as part of the Development within Development Parcel D and which is identified and described in Section 3.3 of the Design Code and which is referred to in the Design Code as the "Central Tower"
"Central Tower Design Selection Strategy"	a strategy setting out a process for holding a competition inviting bids from architects for the design of the Central Tower comprised in the Development to ensure high quality design of the Central Tower (and for this purpose the said design competition shall have a weighting of 70% in respect of the quality of the design)
"Design Details"	means the detailed designs that are required to be submitted pursuant to the Planning Permission or each Reserved Matters Approval as appropriate
"Design Management Strategy"	means a strategy setting out the process by which the Developer will ensure high quality design during the design and construction of the Development including as appropriate the use of suitably qualified staff to provide design assurance
"Design Manager(s)"	means a design manager or design managers for the Development appointed to: <ul style="list-style-type: none">(a) lead on the competitive design team selection process;(b) ensure compliance of the detailed designs for the Development with the masterplan's high quality design requirements on behalf of the Developer;(c) ensure high quality design during the construction of the Development by reviewing and ensuring compliance of drawings, construction details, specifications and materials samples with the masterplan's high quality design requirements; and conducting site inspections to ensure continuity of design intent; on behalf of the Developer; and(d) in the event the Architect for each Reserved Matters application is not retained in respect of the Design Details that are required to be made

pursuant to that Reserved Matters Approval then to ensure the Alternative Architect is appointed and retained in respect of the relevant Design Details

"Design Selection Strategy"	means a strategy setting out a process for holding a competition inviting bids from architects for the design of the Reserved Matters pursuant to the Development to ensure high quality design
"Design Strategy"	means a strategy setting out the process by which high quality design will be ensured during the construction of the Development, including as appropriate the use of suitably qualified staff to provide design quality assurance
"Joint Venture"	means a company or other legal entity which is owned and controlled as a joint venture between LLDC and a third party legal entity, where the purposes of which joint venture include owning the Site (or a leasehold interest in it) and carrying out the Development
"RIBA Stage 3"	means RIBA Stage 3 Spatial Coordination as defined by the RIBA Plan of Work

1. DESIGN PROCESS

- 1.1 In the event the Developer is LLDC or a Joint Venture (or both the LLDC and a Joint Venture (but no other person) together comprise the Developer) then:
 - 1.1.1 prior to the Commencement of the Development, the Developer shall appoint or nominate a suitably qualified Design Manager (or Design Managers) and submit evidence of such appointment to the LPA for its approval; and
 - 1.1.2 the Development shall not be Commenced nor continue to be Commenced (as applicable) unless the approved Design Manager is (or Design Managers are, as the case may be) appointed, retained and undertaking their duties.
- 1.2 In the event the Developer is not LLDC or a Joint Venture (or both the LLDC and a Joint Venture (but no other person) together comprise the Developer) then the Developer covenants that:
 - 1.2.1 prior to the Commencement of the Development the Design Selection Strategy shall be submitted to the LPA for its approval;
 - 1.2.2 no part of the Development shall be Commenced unless the Reserved Matters Approval to which it relates has been prepared in accordance with the approved Design Selection Strategy;
 - 1.2.3 prior to the Commencement of the Development the Design Management Strategy shall be submitted to the LPA for its approval;
 - 1.2.4 the Development shall only be constructed in accordance with the approved Design Management Strategy;
 - 1.2.5 subject to paragraph 1.2.6, the Design Details shall be prepared in accordance with the approved Design Management Strategy and no part of the Development shall be Commenced unless the relevant Design Details have been prepared in accordance with the approved Design Management Strategy; and
 - 1.2.6 in the event that any Design Details are not prepared in accordance with the approved Design Management Strategy then the Developer shall pay on demand from the LPA the

LPA's reasonable costs incurred in instructing a suitably qualified architect to review the relevant Design Details.

2. CENTRAL TOWER DESIGN COMPETITION

- 2.1 Prior to Commencement of Development Parcel D the Central Tower Design Selection Strategy shall be submitted to the LPA for its approval.
- 2.2 No part of Development Parcel D shall be Commenced unless the architect for the Central Tower has been appointed in accordance with the approved Central Tower Design Selection Strategy and the Reserved Matters Approval in respect of the Central Tower has been issued having been prepared by that selected architect and shall be retained by the Developer until at least the commencement of RIBA Stage 3.

SCHEDULE 10

ENERGY AND SUSTAINABILITY

DEFINITIONS

In this Schedule 10 the following words and expressions shall have the following meanings:

"2021 Approved Document L"	means the 2021 version of Approved Document L which supports Part L of Schedule 1 to the Building Regulations 2010 and which came into effect in England on 15 June 2022 (or if applicable such replacement version of Approved Document L as has been published at the time the relevant submission is made under paragraph 1.2 of this Schedule 10)
"Air Quality Assessment"	means the air quality assessment to be submitted by the Developer in accordance with the provisions of condition 12 of the Planning Permission
"Air Quality Benchmarks"	means the benchmarks set out in the Air Quality Neutral London Plan Guidance (February 2023) (or if applicable such replacement version of the Guidance published at the time the Air Quality Assessment is submitted)
"Air Quality Contribution"	means a financial contribution which may be payable to the LPA with the amount to be set out in the Air Quality Assessment and to be agreed with the LPA in accordance with the provisions of condition 12 of the Planning Permission
"Carbon Offset Payment"	a cash in lieu payment to account for any residual on-site regulated carbon dioxide emissions in order to meet the net zero carbon requirement contained in London Plan 2021 Policy SI 2 calculated in accordance with paragraph 2 of this Schedule 10
"Carbon Reduction Requirement"	means that the Development shall achieve at least a 35% on-site reduction in regulated CO2 emissions against the Part L of Building Regulations 2013 Target Emission Rate using the Relevant Calculation Methodology
"Decarbonisation"	means the adoption by the District Energy Network operator of measures to reduce the carbon dioxide emissions of the District Energy Network such that the Development would comply with 2021 Approved Document L if it were connected to the District Energy Network following delivery of the relevant decarbonisation measures adopted by the District Energy Network operator
"District Energy Network"	means the Olympic Park district heating network
"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: (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 first Occupation
"Energy Performance Monitoring Report"		means a report to be submitted on each anniversary of the date of first Occupation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring
"Energy Statement"		means the Energy Statement prepared by AECOM Limited dated December 2021 submitted with the Planning Application (ref: PML-DOC-CON-ENS-001)
"Relevant Calculation Methodology"		means the SAP 2012 calculation methodology and associated fuel emission factors as follows: <ul style="list-style-type: none"> (a) where it is intended that the Development is connected to the District Energy Network: SAP 2012 emission factors with use of the long-term heat splits and plant efficiencies as set out in the Energy Statement; or (b) where it is not intended that the Development is connected to the District Energy Network and alternative technology is proposed in a Revised Energy Strategy instead: SAP 10.0 emission factors
"Revised Energy Strategy"		means a revised energy statement for the Development which shall be substantially in accordance with the planning and wider policy framework in place at the time of submission and which explains the extent to which and how the Development will achieve the Carbon Reduction Requirement

1. CARBON REDUCTION MEASURES

- 1.1 With effect from the grant of the Planning Permission, the Developer covenants to use Reasonable Endeavours to engage with the District Energy Network operator for the purposes of procuring that the operator commits to Decarbonisation as soon as possible.
- 1.2 On or before the date that is three months prior to the first formal pre-application meeting in relation to the first application for approval of Reserved Matters, the Developer shall:
- 1.2.1 provide a written report for the LPA's written approval outlining the steps it has taken to satisfy the obligation in paragraph 1.1 and including the date by which the District Energy Network operator estimates that Decarbonisation will be complete; and
 - 1.2.2 confirm in writing to the LPA whether or not it intends to connect the Development to the District Energy Network, and in that regard:

- (a) for the avoidance of doubt where the District Energy Network operator: (i) has (at least three months prior to the first formal pre-application meeting in relation to the first application for approval of Reserved Matters) given a commitment to deliver Decarbonisation and; (ii) has provided reasonable evidence to demonstrate that the relevant Decarbonisation measures will be delivered prior to first Occupation of the Development (and in the Developer's reasonable opinion, following adoption of such Decarbonisation measures, the Development will comply with the Carbon Reduction Requirement), then the Developer shall confirm that it intends to connect the Development to the District Energy Network; and
- (b) in the event the Developer confirms that it does not intend to connect the Development to the District Energy Network, it shall provide (for the LPA's written approval) detailed reasons and (to the extent available) satisfactory written evidence demonstrating:
 - (i) that alternative technology can be deployed to achieve greater on-site reductions (calculated using the Relevant Calculation Methodology) in regulated carbon dioxide emissions than predicted in the Energy Statement; and/or
 - (ii) why it is not technically feasible or viable to connect the Development to the District Energy Network and in such case the Developer's written confirmation under this paragraph 1.2.2 shall include satisfactory written evidence for the LPA's written approval to demonstrate:
 - (1) the District Energy Network operator has not (at least three months prior to the first formal pre-application meeting in relation to the first application for approval of Reserved Matters) given a commitment to deliver Decarbonisation; and/or
 - (2) the District Energy Network operator has not provided reasonable evidence to demonstrate that the relevant Decarbonisation measures (that would be necessary for the Development to comply with 2021 Approved Document L if it were to be connected to the District Energy Network) will be complete prior to first Occupation of the Development; and/or
 - (3) the relevant Decarbonisation measures would likely be delivered prior to the anticipated date of first Occupation of the Development but the Development would nevertheless not comply with either or both of the Carbon Reduction Requirement and 2021 Approved Document L if it were to be connected to the District Energy Network following delivery of those relevant Decarbonisation measures; and/or
 - (4) any other reasonable evidence justifying why it is not technically feasible or viable to connect the Development to the District Energy Network.

1.3 Where the confirmation given by the Developer under paragraph 1.2.2 confirms that it intends to connect the Development to the District Energy Network and subject to the relevant Decarbonisation being complete prior to first Occupation of the Development such that the Development would comply with the Carbon Reduction Requirement and 2021 Approved Document L if it were connected to the District Energy Network:

1.3.1 subject to paragraph 1.5, the Developer shall connect the Development to the District Energy Network and (unless otherwise agreed in writing by the LPA) no Building shall be Occupied unless and until it has been connected to the District Energy Network; and

- 1.3.2 the Developer shall be released from its obligations under paragraph 1.1.
- 1.4 Where the confirmation given by the Developer under paragraph 1.2.2 confirms that it does not intend to connect the Development to the District Energy Network, then (subject to the written approval of the LPA pursuant to paragraph 1.2.2(b)):
- 1.4.1 prior to the Commencement of the Development, the Developer shall submit to the LPA for its written approval a Revised Energy Strategy (which, for the avoidance of doubt, may be the same strategy that is submitted in support of the relevant Reserved Matters application);
- 1.4.2 the Developer shall not Commence the Development until the LPA has confirmed in writing that the information provided under paragraph 1.2.2(b) is satisfactory and it has approved the Revised Energy Strategy; and
- 1.4.3 with effect from the date of the LPA's approval in writing of the information provided under paragraph 1.2.2(b) and the Revised Energy Strategy:
- (a) the Developer shall be released from its obligations under paragraph 1.1;
- (b) the Development shall be carried out in accordance with the Revised Energy Strategy as approved under paragraph 1.4.2.
- 1.5 Where the confirmation given by the Developer under paragraph 1.2.2 confirms that it intends to connect the Development to the District Energy Network but the Developer provides satisfactory written evidence for the LPA's written approval which demonstrates: (i) the relevant Decarbonisation is not complete prior to the date on which the Development is otherwise ready to be first Occupied in accordance with the Planning Permission and this Agreement; or (ii) the relevant Decarbonisation is complete but the Development would nevertheless not comply with either or both of the Carbon Reduction Requirement and 2021 Approved Document L if it were to be connected to the District Energy Network, then (unless otherwise agreed in writing by the LPA):
- 1.5.1 prior to first Occupation of the Development, the following information and documents shall be provided for the LPA's written approval:
- (a) detailed reasons and (to the extent available) satisfactory written evidence demonstrating that (unless otherwise agreed in writing by the LPA) alternative technology can be deployed to achieve the Carbon Reduction Requirement; and
- (b) a Revised Energy Strategy;
- 1.5.2 the Development shall not be Occupied until the LPA has confirmed in writing that the information provided under paragraph 1.5.1(a) is satisfactory and it has approved the Revised Energy Strategy; and
- 1.5.3 with effect from the date of the LPA's approval in writing of the information provided under paragraph 1.5.1(a) and the Revised Energy Strategy the Development shall be carried out in accordance with the Revised Energy Strategy as approved under paragraph 1.5.2 and the Developer shall thereafter be released from its obligations under paragraph 1.3.1.

2. CARBON OFFSET PAYMENT

- 2.1 Prior to first Occupation of each Phase of the Development, the Developer shall submit to the LPA for its written approval details of the Development's residual regulated carbon dioxide emissions calculated against the Part L of Building Regulations 2013 Target Emission Rate using the Relevant Calculation Methodology.
- 2.2 The Developer shall prior to first Occupation of each Phase of the Development pay to the LPA the Carbon Offset Payment for that Phase as calculated in accordance with the following formula:

Carbon Offset Payment = $R \times Y \times Z$

where:

R is the relevant Phase's annual residual regulated carbon dioxide emissions (measured to the nearest tonne of carbon dioxide) calculated pursuant to paragraph 2.1;

Y is the number of years for which the contribution is payable, being 30 years; and

Z is the cost of carbon per tonne taken from the LLDC's Getting to Net Zero Carbon Supplementary Planning Document dated October 2022 (or if applicable such other replacement policy/guidance), which is currently £95 per tonne of carbon dioxide,

and provided that the Carbon Offset Payment for any Phase may be zero (or if negative shall be deemed to be zero).

3. AIR QUALITY CONTRIBUTION

3.1 Where the Air Quality Assessment demonstrates that the Air Quality Benchmarks have not been met and it is agreed with the LPA that an Air Quality Contribution shall be payable, the Developer shall prior to Commencement of Development pay the Air Quality Contribution to the LPA.

4. ENERGY PERFORMANCE MONITORING

4.1 To monitor the Development's energy performance, the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.

4.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than two weeks after each anniversary of first Occupation during the Energy Performance Monitoring Period.

SCHEDULE 11

SITE – TITLE NUMBERS

TITLE NUMBER	PROPERTY DESCRIPTION
EGL533914	Land lying to the north west of High Street, London/ The land at Pudding Mill Lane and Marshgate Lane to the south west of City Mill River and north west of Bow Back River

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

)
)
)

.....
Authorised Signatory

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

)
)
)

.....
Authorised Signatory

APPENDIX 1
PLAN OF SITE

92



Notes

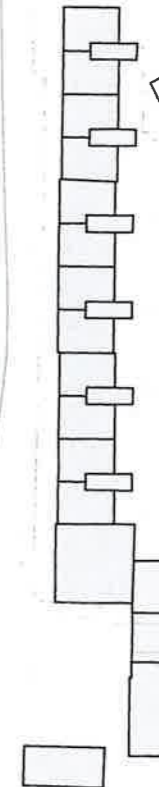
KEY
 Application Boundary

NB. A full description of this Parameter Plan can be found in the Development Specification and Framework.

Disclaimer
 Do not scale off this drawing when printed. Any discrepancies or queries should be brought to the attention of the authors. Gort Scott Ltd retains copyright of these drawings and the work depicted on them. No unauthorised reproduction of work.

This drawing is for the purposes declared in the Status Box only. Whilst all reasonable efforts are used to ensure drawings are accurate, Gort Scott Ltd accept no responsibility or liability for any reliance on these drawings for purposes other than those stated.

Key Plan



Architect
GORT SCOTT
 55 Leroy Street
 London SE1 4SN
 +44 20 7254 6294
 info@gortscott.com
 www.gortscott.com

Client
 LLDC

Project
 Pudding Mill Lane

Drawing Title
 Parameter Plan -
 Planning Application Boundary

Status
 Planning

Scale	Drawn	Checked	Date of 1st Issue
1:1250 @ A3	JC	AW	

Project Source	Zone	Level	Type	Role	Dwg N°	Rev.
150 GSA	XX	XX	DR	A	2800	00

APPENDIX 2
DRAFT PLANNING PERMISSION



OUTLINE APPLICATION 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

LLDC Level 9,
5 Endeavour Square,
Stratford,
London,
E20 1JN

Agent

Miss Jessica Cooke,
AECOM Aldgate Tower,
2 Leman Street,
London,
E1 8FA

Part I - Particulars of Application

Date of Application: 17-Dec-2021

Application No: 21/00574/OUT

Proposal: Outline application for the development at Pudding Mill Lane within Queen Elizabeth Olympic Park with all matters reserved for future determination comprising residential use (Use Class C3) including private amenity spaces; commercial, business and service uses (Use Class E); and local community use (Use Class F2); means of access; additional areas to provide associated plant, storage, circulation, servicing, car parking and cycle parking; landscaping including laying out of open space with provision for natural habitats and play space and all other supporting infrastructure works, structures and facilities

Location: Land comprised within the Development of Pudding Mill Lane, Queen Elizabeth Park, London

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 **OUTLINE APPLICATION 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:

DEFINITION

Within the following conditions and informatives, the following words and expressions have the following meaning:

“Above Grade Works”	Works taking place above the surface of the ground level
“Completion”	Means the carrying out of a material operation as define din section 56(4) of the Town and Country Planning Act (1990) other than Preparatory Works and shall mean the same as “Commence”.
“Commenced”	Means completed material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry construction contracts for such works and “Completed” shall be construed accordingly
“Decarbonisation”	Means the decarbonisation of the District Energy Network in order that it complies with 2021 Approved Document L.
“Detrimental impact”	Means impact causing signal interference or DLR radio network degradation
“Development”	Means the entire scheme consented by this planning permission.
“Development and Infrastructure Phasing Plan”	A plan showing the details and sequencing of the proposed water network upgrade to be undertaken by Thames Water required to accommodate the additional demand to serve the Development.
“Environmental Statement”	Means the Environmental Statement submitted in support of this application ref: 21/00574/OUT
“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 purpose of construction, fit-out or marketing and “Occupied” shall be construed accordingly.
“Preparatory Works” means the following enabling works:	<ul style="list-style-type: none"> a) Site clearance b) Demolition of existing buildings/structures; c) The erection of hoardings or other means of enclosure; d) The erection of temporary buildings, structures and/or temporary facilities associated with the Development; and e) The creation of temporary access to the Site.
“Radio Impact Survey”	Radio Signal Survey means a UHF radio signal survey to define the level of DLR UHF radio coverage along DLR tracks to be undertaken by a suitably qualified

	reception consultant.
“Relevant Phase”	The relevant construction phase or phases of works above grade, and pre-operation in connection with a Reserved Matters Application
“Reserved Matters”	Has the same meaning as in the Town and Country Planning (Development Management Procedure) Order 2010.
“S106 Agreement”	Means the section 106 legal agreement entered into on the date of this permission in connection with the Development.
“Site”	Means the whole of the land to which planning permission relates as the same as that shown edged in red on plan ref. 2800 rev XX
“Water Network Upgrade”	Any upgrade to the water network required and delivered by Thames Water required to accommodate the additional demand to serve the Development.

1. Approved Plans

The Development shall be carried out in accordance with the following details and plan numbers:

Parameter Plan Numbers listed in Annex 1

Development Specification and Framework (ref: PML-DOC-APP-DSF-001), and

Design Codes Document (ref: PML-DOC-APP-DES-002)

and any other plans, drawings, documents, details, schemes or strategies which are approved by the Local Planning Authority after the date of this permission pursuant to these conditions.

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

2. Time Limit

Applications for the approval of Reserved Matters relating to the Development shall be made not later than the expiration of 7 years from the date of this permission.

Reason: *In accordance with Sections 91 and 92 Town and Country Planning Act 1990.*

3. Commencement Limit

The Development shall be Commenced either before the expiration of 5 years from the date of this permission, or before the expiration of 2 years from the date of the approval of the Reserved Matters to be approved, whichever is the later.

Reason: *In accordance with Sections 91 and 92 Town and Country Planning Act 1990.*

4. Phasing

No applications for Reserved Matters approval shall be submitted until details of the phases of the Development (including the proposed number of Reserved Matters applications) have been submitted to and approved in writing by the Local Planning Authority. The Development shall thereafter be carried out in accordance with the approved phasing details.

Reason: *To facilitate the orderly approach to the construction of the Development in accordance with Chapter 11 of the National Planning Policy Framework (2021) and to ensure that the planning permission is a phased planning permission which expressly provides for development to be carried out in phases for*

the purpose of the Community Infrastructure Levy Regulations 2010 (as amended).

5. Reserved Matters Specification

Approval of the details of the access, appearance, landscaping, layout and scale of the Development, shall be obtained from the Local Planning Authority in writing prior to the Commencement of any Development. Each application for the approval of Reserved Matters shall contain the information and other details as specified in the Reserved Matters Specification at Annex 2 of this planning permission, unless otherwise agreed in writing with the Local Planning Authority.

The Development shall be carried out and retained thereafter in accordance with the Reserved Matters approvals

Reason: *As required by Section 92 of the Town and Country Planning Act as amended.*

6. Development thresholds and delivery of floorspace types

The total quantum of built floorspace for the Development shall not exceed the Gross External Area (GEA) for individual land uses comprising:

- Use Class C3 shall not exceed 116,553 sqm;
- Use Class E shall not exceed 51,738 sqm; and
- Use Classes F2 shall not exceed 273 sqm.

Reason: *To ensure the Development is carried out in accordance with the approval plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the Development.*

7. Environmental Manager

The Development shall not be Commenced until an Environmental Manager has been appointed or nominated and evidence of the same provided to and approved by the Local Planning Authority in writing. An Environmental Manager shall be retained or nominated at all times throughout the construction of the Development.

Reason: *To ensure environmental mitigation measures are appropriately implemented in accordance with Policy SI 1 of the London Plan (2021) and Policy BN.11 of the Local Plan (2020).*

8. Construction Environmental Management Plan (CEMP)

No works pursuant to each relevant phase of Development shall Commence until a Construction Environmental Management Plan (CEMP) for that package of construction works has been submitted to and approved in writing by the Local Planning Authority. The Development shall thereafter be carried out in accordance with the approved details.

The CEMP shall be submitted with a statement setting out how the management plan measures comply with the Code of Construction Practice (Appendix D of the Environmental Statement Volume 2 PML-DOC-CON-ENV-002 dated December 2021).

Reason: *To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with Policies SI 1, SI 2, SI 7 and T 7 of the London Plan (2021) and Policies T.4, BN.11, BN.12 and S.4 of the Local Plan (2020).*

9. Construction Transport Management Plan

No works pursuant to each relevant phase of the Development shall Commence, until a Construction Transport Management (CTMP) has been prepared. The CTMP shall be submitted and approved in writing by the Local Planning Authority, in consultation with the London Borough of Newham Highways, Transport for London and the emergency services. The Development shall thereafter be carried out in accordance with the approved updated CTMP. The objectives of the CTMP shall be to:

- minimise the impact of road-based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation;
- identify highway works required to accommodate construction traffic;
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking;
- assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity; and
- mitigate the impact on existing walking and cycling routes within QEOP.

The CTMP shall include as a minimum the following information:

- the arrangements for liaison with the relevant highway authorities and emergency services;
- the hours of deliveries to the Site and measures for managing deliveries to or removal of materials from the Site;
- the method for applying for approvals for Off Site highway works;
- road closures implementation and management;
- waterway closures implementation and management;
- measures to ensure disruption to the local permissive path network and the access routes are minimised;
- direction signing to worksites including deliveries;
- emergency access protocols and internal road naming conventions;
- workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce and to encourage sustainable modes of transport;
- designated routes for large goods vehicles and dealing with abnormal loads;
- highway enabling schemes for access to and from the construction sites;
- off Site parking issues including restrictions on parking in the area;
- parking provision for Blue Badge holders;
- provision for walking and cycling to and at the site;
- lorry holding areas;
- driver standards and enforcement within the construction sites and on the highway;
- monitoring;
- dealing with complaints and community liaison;
- requirements on membership of the Fleet Operator Recognition Scheme (FORS) and Construction Logistics and Community Safety Scheme (CLOCS) and implementation of vehicle safety measures and driver training including cycle awareness and an on- road cycle module;
- details of temporary wayfinding during the construction period; and
- Making good repairs to the public realm and streetscape.

Reason: *To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impacts in accordance with Policies SI 1 and T 7 of the London Plan (2021) and Policies T.4, BN.11 and S.4 of the Local Plan (2020).*

10. Site Waste Management Plan

No works pursuant to each relevant phase of the Development shall Commence, until a Site Waste Management Plan (SWMP) has been submitted to and approved in writing by the Local Planning Authority. The objectives of the SWMP shall be to ensure that all waste arising from the construction works is managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials.

The SWMP shall be in accordance with the Code of Construction Practice (Appendix D of the Environmental Statement Volume 2 PML-DOC-CON-ENV-002 dated December 2021) and prepared in consultation with the Local Planning Authority in accordance with site waste management planning policies current at the date of its submission. The SWMP shall include a waste forecast for construction and excavation waste and shall also detail the compliance and assurance requirements to be maintained

on the Site during all phases of construction. The SWMP shall include as a minimum the following information:

- measures to minimise waste generation through appropriate design, procurement, logistics, construction, demolition and excavation activities;
- classification of all waste including hazardous waste according to current legislative provisions;
- provision for the segregation and storage of waste streams on the Site, in containers that are appropriately sized, colour-coded and labelled;
- opportunities for re-use or recycling on-site or within Queen Elizabeth Olympic Park in preference to outside Queen Elizabeth Olympic Park;
- performance measurement and target setting against estimated waste forecasts;
- reporting of project performance on quantities and options utilised;
- ensuring an appropriate audit trail encompassing waste disposal activities, non-hazardous waste transfer notes and hazardous waste consignment notes;
- ensuring compliance with the Duty of Care requirements of all waste holders handling and transferring waste to and from the site (e.g. ensuring that waste operation facilities receiving the waste have an appropriate permit or exemption to operate);
- measures to avoid fly tipping by others on lands being used for construction; and
- measures to provide adequate training and awareness through toolbox talks.

The SWMP shall:

- Achieve a minimum 95% by weight landfill diversion of non-hazardous construction and excavation waste generated on site, by way of reduction, re-use, recycling and recovery.

The works pursuant to the Development shall thereafter be carried out in accordance with the approved details.

Reason: *To ensure that the construction of the Development minimises its environmental impacts and ensures high standards of sustainability are achieved in accordance with Policy SI 7 of the London Plan (2021) and Policy S.8 the Local Plan (2020).*

Pre-commencement justification: *Construction works have the potential to generate waste and there should be measures in place from the commencement of development to handle all potential waste in a sustainable manner.*

11. Construction Dust

No works pursuant to each relevant phase of the Development shall Commence until a scheme for dust monitoring, assessment and mitigation for all construction and demolition activities has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be substantially in accordance with the guidance contained within the Mayor's 'The Control of Dust and Emissions from Construction and Demolition' SPG published by the GLA in July 2014 (as may be updated from time to time) and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- A construction dust assessment as required by the aforementioned 'The Control of Dust and Emissions from Construction and Demolition' SPG;
- The location, type, frequency, targets and other arrangements for dust monitoring; and
- The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

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

Reason: To protect the amenities of local residents and occupiers of other buildings, in accordance with Policy SI 1 of the London Plan (2021) and Policy BN.11 of the Local Plan (2020).

12. Air Quality

Prior to the Commencement of Development, an Air Quality Calculation of transport and building emissions compared to the Air Quality benchmarks as set out in the GLA Air Quality Neutral Guidance (2022) must be carried out as part of the assessment of air quality impacts. Where the Air Quality benchmarks cannot be met, either the required mitigation measures, or relevant contribution to off-setting emissions must be submitted to and agreed in writing with the Local Planning Authority.

The Development shall be carried out in accordance with the approved details in the Air Quality Assessment and mitigation measures (where relevant) retained.

Reason: To protect the amenities of local residents and occupiers of other buildings, in accordance with Policy SI 1 of the London Plan (2021) and Policy BN.11 of the Local Plan (2020).

13. Construction Noise and Vibration

Prior to the commencement of each relevant phase of development a scheme for noise and vibration monitoring, assessment and mitigation for all construction plant and processes pursuant has been submitted to and approved by the Local Planning Authority in writing. The scheme shall include:

- The arrangements for managing complaints and community liaison;
- the identification of noise sensitive premises to be used as the location for noise monitoring, including any arrangements proposed for amending the selected locations if new noise sensitive premises are introduced during the construction period;
- a schedule of premises containing people or equipment potentially sensitive to disturbance from vibration or any buildings potentially at risk of damage from vibration (caused by construction operations on the Site)
- The noise parameters to be measured and the circumstances when continuous monitoring will be undertaken;
- The arrangements for reporting the results of noise monitoring to the Local Planning Authority;
- The arrangements for submitting applications for consent under s61 of the Control of Pollution Act 1974; and
- The arrangements for implementing mitigation measures for sensitive premises during construction.

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

Reason: To protect the amenities of local residents and other sensitive receptors in accordance with Policy 7.15 of the London Plan (2016) and Policy BN.11 of the Local Plan (2015).

14. Noise Assessment

Prior to the Commencement of works on any of the building plots, a revised noise assessment shall be undertaken including an external environmental noise survey (this shall specifically include noise from the Bow Goods Yard both on-site and HGV noise on Marshgate Lane) and identification of noise mitigation measures that may be required, shall be submitted to and approved in writing by the Local Planning Authority demonstrating:

- good acoustic design of the development in line with ProPG: Planning and Noise, New Residential Development (May 2017);
- internal noise levels of the units comply with the requirements specified in BS8233 and WHO Community Noise guidance;
- external amenity areas have been designed according to BS8233 and ProPG; and
- external amenity areas affected by industrial noise including the Bow Goods Yard must be assessed according to BS 4142 and are to have rating levels no greater than 5 dB above pre-existing modal background levels determined during the daytime (07:00-19:00 hours) and evening (19:00-23:00

hours) periods and the specific sound level from activities at the Bow Goods Yard no greater than 55 dB LAeq,T.

Balconies of any kind shall not be provided in areas where the BS 4142 rating levels from activities at the Bow East Goods Yard are >5 dB above the modal background level during the day (7am to 7pm) and evening (7pm to 11pm) periods and the specific sound level from activities at the Bow Goods Yard is greater than 55 dB LAeq,T. Where both conditions apply, only winter gardens shall be permitted to be provided unless it can be demonstrated that balconies with mitigation would achieve noise levels of ≤55 dB LAeq,T during the day and evening periods.

Assessment of noise from the Bow Goods Yard (including any noise mitigation) shall be progressed in consultation with NR and the goods yard operator (DB Cargo).

The scheme (including any noise mitigation) as approved shall be implemented prior to First Occupation of the Development hereby permitted and permanently maintained thereafter. The developer shall certify in writing to the local planning authority that the noise mitigation measures agreed have been installed.

Reason: *To ensure that the amenity of future occupiers of the development, with regard to noise and overheating, is protected, and to minimise the potential for conflict with the nearby noise sources including Bow East Goods Yard and to safeguard the Goods Yard in accordance with LLDC policy SA4.3, policy B1, policy BN.12 and London Plan policy E5, policy SI 10, policy D13 and policy D14.*

15. 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).*

16. Transport Infrastructure Protection

No phase of development shall be Commenced within the DLR Infrastructure Protection Area (as identified in (46079-STN-XX-C-DR 120)) until detailed design and method statements (in consultation with TFL Infrastructure Protection) for that phase has been submitted and approved in writing by the Local Planning Authority.

The submitted details shall include information on demolition, foundations, basement and ground floor structures, together with any structures below ground level including piling (temporary and permanent) in proximity to the DLR Infrastructure Protection Area.

The Development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: *To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with Policy T.4 of the LLDC Local Plan (2020).*

17. Transport Infrastructure Protection – Cranes

No cranes, including tower cranes, shall be erected within 70m of the Dockland Light Railway Viaduct, until details of the crane, including base design (including certification), risk assessment and method statement for siting, erection, lifting arrangements, operational procedure (including radio

communications), jacking up, derigging, and plans for elevation, loads, radius, slew restrictions and collapse radius, have been submitted to and approved in writing by the Local Planning Authority in consultation with TFL Infrastructure Protection.

Reason: *To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with Policy T.4 of the LLDC Local Plan (2020).*

18. DLR Radio System – Pre-Commencement Survey

Prior to the commencement of the development, a baseline radio signal survey shall be undertaken, submitted to and approved in writing by the Local Planning Authority in consultation with DLR Limited.

Reason: *To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with Policy T.4 of the LLDC Local Plan (2020).*

19. DLR Radio System – Construction Period Surveys & Mitigation

A radio signal survey and reception impact assessment shall be undertaken within 6 months from the commencement of development, and thereafter every 6 months during the construction period. The findings of each survey shall be submitted to and approved in writing by the Local Planning Authority in consultation with TfL / DLR. In the event that the construction works have caused signal interference or DLR radio network degradation (by comparison to the baseline established under the pre-commencement survey then a scheme of mitigation shall be implemented to address the degradation in radio signals as soon as reasonably practicable.

Reason: *To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with Policy T.4 of the LLDC Local Plan (2020).*

20. Final DLR Radio System Survey – Prior to First Occupation

Prior to first occupation of the development hereby permitted, a final radio signal survey and reception impact assessment shall be undertaken, submitted to and approved in writing by the Local Planning Authority in consultation with TfL/ DLR. In the event that signal interference or DLR radio network degradation can be established upon the performance of the DLR Radio System (by comparison to the baseline established under the pre-commencement survey -) then a scheme of mitigation shall be implemented to address the degradation in radio signals within 3 months of first occupation or such other timescale as agreed in writing by the Local Planning Authority in consultation with TfL / DLR.

Reason: *To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with Policy T.4 of the LLDC Local Plan (2020).*

21. Surface Water Drainage Details

a) No works pursuant to the relevant phase of Development shall Commence until:

1. A surface water drainage scheme for the site, based on sustainable drainage principles and a maximum discharge peak rate of 80l/s, for that phase has been submitted to and approved in writing by the Local Planning Authority.
2. A completed 'The London Sustainable Drainage Pro-forma' (Link: Newham LLFA drainage pro-forma) for that phase has been completed and submitted to and approved in writing by the Local Planning Authority.

b) Prior to occupation of each relevant phase, details of drainage scheme ownership, management and maintenance arrangements shall be submitted to the Local Planning Authority for approval.

The development shall only be implemented in accordance with the approved detail.

Reason: *To safeguard the public from surface water flood risk, protect the environment and respond to climate change. in accordance with Policy SI 12 of the London Plan (2021) and Policy S.5 and S.10 of the Local Plan (2020).*

22. Surface Water Drainage Verification Report

Prior to the First Occupation of the Development, a verification report demonstrating what works were undertaken and that the drainage scheme was completed in accordance with the approved surface water management scheme shall be submitted to and approved by the Local Planning Authority.

Reason: *To prevent the increased risk of flooding, to improve and protect water quality, and to improve habitat and amenity in accordance with Policy SI 12 of the London Plan (2021) and Policy S.5 and S.10 of the Local Plan (2020).*

23. Network Water Upgrade

Prior to the Occupation of no more than 99 residential units, details of any water network upgrades, or a Development and Infrastructure Phasing Plan required to meet the demands of the additional dwellings shall be submitted to and approved by the Local Planning Authority in consultation with Thames Water.

Where a development and infrastructure phasing plan is agreed with Thames Water occupation of the Development shall take place in accordance with the agreed development and infrastructure phasing plan.

Reason: *The development may lead to low / no water pressures and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development. Any necessary reinforcement works will be necessary in order to avoid low / no water pressure issues*

24. Water Mains

No construction shall take place within 5m of trunk water mains and within 3m of distribution water mains, unless otherwise agreed with Thames Water.

Prior to Commencement of Development, information detailing how the developer intends to divert the asset / align the development, so as to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the local planning authority in consultation with Thames Water.

Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works.

Reason: *The proposed works will be in close proximity to underground strategic water main, utility infrastructure. The works has the potential to impact on local underground water utility infrastructure*

25. Remediation Statement

No development approved by this planning permission (or phase as may be agreed in writing with the Local Planning Authority) shall commence until a Remediation Statement has been submitted to and approved by the Local Planning Authority.

A framework for the development wide remediation methodology and verification plan shall be presented in the Remediation Statement, which shall include:

- Identify if additional ground investigation and ground gas and groundwater monitoring is required.
- Details of the proposed development and general work methodology and programme.
- Measures and controls to protect the integrity of the existing remediation work.
- General health and safety and environmental controls including details of any required authorisations, permits, licences and consents.
- Discovery strategy to deal with unexpected contamination.

- Verification of materials including site won and imported.
- Outline remediation strategy detailing the level of ground gas and ground gas protection.

Reason: To safeguard human health, controlled waters, property, and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors, in accordance with Policies SD 1 of the London Plan (2021) and Policy BN.14 of the Local Plan (2020).

26. Foundation Works Risk Assessment

Prior to commencement of foundation works for any relevant phase of development, (including piling, deep investigation boreholes, tunnel shafts or other similar penetrative methods) a foundation works risk assessment, including a piling method statement for that part of the Development, shall be submitted to and approved in writing by the Local Planning Authority. The works shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that the proposed activities safeguard human health and do not harm controlled waters and groundwater resources in line with paragraph 174 of the NPPF and the Environment Agency's approach to groundwater protection March 2017; and in accordance Policies SD 1 of the London Plan (2021) and Policy BN.14 of the Local Plan (2020).

27. Contamination Assessment, Remediation Strategy and Methodology

No development approved by this planning permission (or phase as may be agreed in writing with the Local Planning Authority), shall be commenced until details of remediation as defined in the submitted Remediation Statement has been submitted to and approved by the Local Planning Authority in writing. The contamination assessment, remediation strategy and methodology approach shall be detailed in either of the following documents:

- Remediation protection method statement; or
- Site specific remediation strategy and remediation method statement.

Each submission shall contain as a minimum:

- Confirmation that the framework for the development wide remediation methodology and verification plan as detailed in the Remediation Statement apply to the phase of development.
- Provide details of any variations or additions to the remediation methodology and verification plan framework as presented in the Remediation Statement.
- Assessment of any additional ground investigation information, including ground gas or vapour monitoring, undertaken as part of the Development. Any assessment shall use appropriate assessment criteria.

The remediation method statement shall include details of design, installation and verification of gas and vapour protection measures in accordance with current guidance and British Standards if required by the Local Planning Authority.

The Development (or phase as may be agreed in writing with the Local Planning Authority) shall be carried out in accordance with the approved details.

Reason: To safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors, in accordance with Policies SD 1 of the London Plan (2021) and Policy BN.14 of the Local Plan (2020).

28. Remediation Validation and Protection

No occupation of any part of the permitted Development (or phase as may be agreed in writing with the Local Planning Authority) shall take place until a verification (or validation) report demonstrating completion of works set out in the approved remediation protection method statement or site-specific

remediation strategy and remediation method statement has been submitted to and approved in writing by the Local Planning Authority.

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

Reason: *To safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors, in accordance with Policies SD 1 of the London Plan (2021) and Policy BN.14 of the Local Plan (2020).*

29. Unexpected contamination

If during development (or each phase as agreed with the Local Planning Authority) unexpected contamination is encountered then the Local Planning Authority shall be notified and no further development (as agreed in writing with the Local Planning Authority) shall be carried out until an addendum to the remediation protection method statement, or site specific remediation statement and remediation method statement has been submitted to and approved in writing by the Local Planning Authority (unless otherwise agreed in writing with the Local Planning Authority). The addendum shall be implemented in accordance with the approved document.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development is carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

30. Quality of Imported Fill

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

Reason: *To safeguard human health, controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors, in accordance with Policies SD 1 of the London Plan (2021) and Policy BN.14 of the Local Plan (2020).*

31. Fabric Energy Efficiency Standards (FEES)

Subject to the circumstances outlined below, the Developer shall ensure that, on average, the residential units within each building within the Development shall meet, through onsite measures, the following Fabric Energy Efficiency Standards (FEES) for domestic dwellings calculated using the SAP 2012 methodology and referred to as "Full FEES".

- Apartment block: 39kWh/m²/yr

Where the parameters associated with daylighting, view-out, overheating criteria or technical viability cannot be met without compromising the Full FEES, the Developer shall aim to meet, the Full FEES standard for no less than 75% of buildings with the remainder of blocks achieving, through on-site measures alone, no less than the following FEES standards, referred to as "Interim FEES".

- Apartment block: 43kWh/m²/yr

Where Full FEES cannot be achieved, the Developer shall submit the following to the Local Planning Authority for approval in writing as part of the Reserved Matters Energy Statement:

- a) Calculation of the 'carbon gap' between dwellings that have achieved Full FEES compliance and Interim FEES compliance and abate those residual emissions, assuming an abatement period of 30 years, through alternative onsite measures; and
- b) A detailed justification for not achieving the Full FEES and where technical viability is an issue, this will need to be fully documented.
 - i) In the event that the FEES scheme is abolished or replaced the following requirements shall apply:
- c) The aforementioned standards shall be required in respect of any Residential Unit for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement;
- d) The aforementioned standards shall continue to be required in respect of any Residential Unit for which Reserved Matters are lodged in the period:
- e) Commencing with the date of such abolition or replacement; and
- f) Ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing that the fabric efficiency performance of Residential Units is at least equivalent to the aforementioned standards (for the purposes of this Condition only, the "Alternative Certification");
- g) The standards identified as the Alternative Certification shall be required in respect of any Residential Unit for which Reserved Matters are lodged following the Approval Date, and FEES shall no longer apply to such Residential Units.

Reason: To ensure a high standard of sustainable design and construction, in accordance with Policies S.2, S.4 and S.5 of the Local Plan (2020).

32. Green Infrastructure

Prior to the Commencement of the Development, a Green Infrastructure Phasing Plan shall be submitted to and approved in writing by the Local Planning Authority.

The Green Infrastructure Phasing Plan shall demonstrate how the balance of public realm/publicly accessible open space and BAP habitat shall be provided to ensure that no less than the following is provided across the entire site:

- A total of 0.63ha Public Open Space;
- 0.57ha BAP Habitat including:
 - 0.448ha Green Roof Space;
 - 0.048ha SuDs and Swales;
 - 0.025ha of species rich grassland; and
 - 0.049ha Trees and Shrubs.

The balance of green infrastructure for each building within the Development shall be provided in a phased manner prior to First Occupation of that building and maintained thereafter.

Reason: To ensure that adequate provision is made for Publicly Available Open Space, Play Space and BAP Habitat, in accordance with Policies G4, G5 and G6 of the London Plan (2021) and Policies BN.3, BN.8 and BN.9 of the Local Plan (2020).

33. Hard and Soft Landscaping

- A) No building within each relevant phase of development shall be Occupied, until full details of a landscaping scheme for that phase of the development are submitted to and agreed in writing by the Local Planning Authority. Details shall include wayfinding measures, boundary treatment (particularly along the waterway boundary of the site), root protection, reference to plant species types, and the means of ongoing maintenance.

- B) No building within each relevant phase shall be Occupied, until the hard and soft landscaping works for that phase of the Development, have been completed in accordance with the landscape drawing that forms part of the Reserved Matters Specification. The landscaping works shall include the details of any biodiverse roofs to be provided within that part of the Development, any wind mitigation required and details of boundary treatments.

The landscaping works shall be maintained thereafter in accordance with the approved details.

Reason: *To ensure adequate landscaping of the site, in accordance with Policies D8 and G4 of the London Plan (2021) and Policies SP.3, BN.1, BN.3 and BN.5 of the Local Plan (2020).*

34. Biodiverse Roof Space

Prior to the installation of cladding on any building within the Development, a minimum specification for Biodiverse Roof Space for that building shall be submitted to and approved in writing by the Local Planning Authority. The specification shall include as a minimum:

- The proposed distribution of at least 0.448ha Biodiverse Roof Space across the Development;
- Planting specifications including species, minimum planting densities, growing medium, and drainage; and
- Details of measures to support wildlife

The Biodiverse Roof Space shall be provided and retained in accordance with the Site Wide minimum specification for Biodiverse Roof Space approved under this condition and as approved in writing by the Local Planning Authority as part of each Development Phase. No building supporting Biodiverse Roof Space shall be Occupied prior to provision of the Biodiverse Roof Space it is supporting.

Reason: *To ensure appropriate provision of BAP Habitat within the Development, in accordance with Policies G5 and G6 of the London Plan (2021) and Policies BN.3 and S.9 of the Local Plan (2020).*

35. Wayfinding Strategy

Prior to Commencement of public realm works within each relevant phase of the Development, a wayfinding strategy (consistent with Legible London standards or other such scheme approved by the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority. The Site Wide wayfinding strategy shall include the principles that are set out in page 200-201 of the Design Code (ref: PML-DOC-APP-DES-002), for landscaping, highways, cycleways and footpaths in the public realm and details on how the proposed Site Wide wayfinding strategy relates to the wayfinding provision within the Queen Elizabeth Olympic Park and surrounding areas.

Reason: *To ensure a high level of legibility and access throughout the Site in accordance with Policies T.4 and T.6 of the Local Plan (2020).*

36. Lighting Strategy

Prior to Commencement of public realm works within each relevant phase of development, a lighting strategy shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall be in accordance with the strategy set out in pages 187-199 of the Design Code (ref: PML-DOC-APP-DES-002) and shall demonstrate that the lighting scheme minimises impacts on bats and other species impacted by artificial lighting and minimises any impact upon residential amenity. Lighting design shall follow advice set out in DCLG and BCT guidance. The lighting shall be carried out in accordance with the approved strategy prior to first occupation of the relevant phase, and permanently retained and maintained thereafter.

No architectural lighting, security lighting or other external means of illumination of the Site shall be provided, installed or operated in the Development, except in accordance with the approved Lighting Strategy.

Reason: *In the interests of residential amenity and to ensure that habitat provisions achieve their stated aim of providing value for biodiversity by ensuring considerate lighting design, in accordance with Policy G6 of the London Plan (2021) and Policies BN.1 and BN.3 of the Local Plan (2020).*

37. Secured by Design

Prior to First Occupation of any relevant phase of the Development, the buildings within that phase shall achieve a Certificate of Compliance to the relevant Secured by Design Guide(s) or alternatively achieve Crime Prevention Standards submitted to and approved in writing by the Local Planning Authority in conjunction with the Metropolitan Police. The Development shall be carried out in accordance with the approved details and thereafter be fully retained and maintained as such for the lifetime of the Development.

Reason: *In the interest of creating safer and sustainable communities in accordance with Policy D.11 of the London Plan (2021) and Policy S12 of the Local Plan (2020).*

38. Car Parking and Design Management Plan

Prior to the First Occupation of the relevant Phase of the Development hereby approved, a Car Parking Design and Management Plan for that phase shall be submitted to and approved in writing by the Local Planning Authority.

The submitted details shall demonstrate how blue-badge parking (to include a minimum 3% provision at first occupation) is designed, managed, operated and monitored; including how residents holding a blue-badge will be allocated a parking space and how the additional 4% passive parking will be installed and managed should additional demand arise.

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

Reason: *To ensure proper management of car park and to secure details of allocation of blue-badge parking spaces in accordance with Policies BN.6 and T.8 of the LLDC Local Plan (2020) and Policy T6.1 and T6.5 of the London Plan.*

39. Car Parking Permits

No Occupiers of the Development, shall apply to the Local Highway Authority for a parking permit or retain such permit, with the exception of Disabled Persons who are Blue Badge holders; and if such permit is issued it shall be surrendered to the Local Highway Authority within seven days of written demand.

Reason: *In order that the prospective occupiers of residential accommodation or commercial units are made aware of the fact that they will not be entitled to an car parking permit, in the interests of the proper management of parking and to ensure that the development does not harm the amenities of the local area in accordance with Policies T1 and T6 of the London Plan (2021) and Policy T.4 of the Local Plan Policy (2020).*

40. Car Club

Prior to First residential Occupation of each relevant phase of the Development details of Car Club parking spaces shall be submitted to and approved in writing by the Local Planning Authority. The spaces shall be safeguarded in accordance with the approved drawing and retained thereafter.

Reason: *To make suitable provision for the operation of a Car Club within the Site in the interest of reducing car ownership and use in accordance with Policies T1 and T6 of the London Plan (2021) and Policy T.4 of the Local Plan Policy (2020).*

41. Electric Charging Point Provision

No Phase within the Development shall be Occupied unless the details for provision of electric charging points for Blue Badge vehicles, including any temporary provisions as required, have been submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior

to first Occupation of that phase of the Development and permanently retained and/or maintained thereafter.

Reason: *To secure the provision of electronic vehicle charging points in accordance with Policy T6.1 of the London Plan (2021) and Policy T.4 of the Local Plan (2020).*

42. Electric Charging Standards

The electric charging point provision in the Development shall comply with the prescribed standards below:

Use Class	Percentage of spaces to have electric charging point provision
C3	20% of spaces with an additional 80% passive provision

Reason: *To secure the provision of electronic vehicle charging points in accordance with Policy T6.1 of the London Plan (2021) and Policy T.4 of the Local Plan (2020).*

43. Travel Plans

No building within each relevant phase of development shall be Occupied unless and until a Travel Plan or Travel Plan (s) have been submitted to and approved in writing by the Local Planning Authority for the buildings within that phase.

Reason: *To encourage residents, employees and users to adopt sustainable travel modes in accordance with Policy T6.2 & T6.3 of the London Plan (2021) and Policy T.4 of the Local Plan (2021)*

45. Travel Plan Co-ordinator

No building shall be Occupied unless and until a Travel Plan Coordinator for that building has been appointed. A Travel Plan Coordinator shall remain appointed until the last Travel Plan review has taken place and has been approved in writing by the Local Planning Authority.

Reason: *To ensure a travel plan Coordinator is appointed to oversee the travel plans on the Development in order to encourage the use of sustainable travel modes in accordance with Policy T1 of the London Plan (2021) and Policy T.4 of the Local Plan (2020).*

46. Delivery and Servicing Strategy

Each relevant phase of the Development shall not be Occupied unless and until a Delivery and Servicing Strategy has been submitted to and approved in writing by the Local Planning Authority for that phase. The submitted information is expected to demonstrate details of signage for loading restrictions, how HGVs will pass each other within the Development, and details of management arrangements where refuse stores are unable to be located to enable a 10m maximum drag distance from a refuse vehicle.

The Delivery and Servicing Strategy shall be reviewed upon 50% occupancy of the Development or at two years post first occupation, whichever comes first, to consider whether additional loading bays and/or further measures are required.

The Development shall be operated in accordance with the approved delivery and servicing strategy.

Reason: In the interest of highway safety and residential amenity, making adequate provision for deliveries and servicing, and encouraging sustainable delivery methods in accordance with Policy T7 of the London Plan (2021) and Policy T4 of the Local Plan (2020).

47. Cycle Parking Provision

Prior to First Occupation of any phase within the Development, the cycle parking facilities, including temporary cycle parking facilities as required, within that phase of the Development shall be provided in accordance with the then current London Plan cycle parking standards, and permanently retained thereafter.

Reason: *To ensure a suitable level of cycle parking is provided as part of the Development in accordance with Policy T5 of the London Plan (2021) and Policy T.7 of the Local Plan (2020).*

48. Sound Insulation and Internal Noise Levels

All residential units shall be designed and constructed in accordance with BS8233:2014 'Sound insulation and noise for buildings - Code of Practice' or an equivalent standard to attain the following internal levels:

- Bedrooms - 30dB LAeq Night* and do not exceed 45dB LAFmax more than 10 times a night.
- Living rooms - 35dB LAeq Day*
- Living and bedrooms - no more than 35dB LASmax from rail movements

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

Prior to the First Occupation of any phase within the Development, evidence verifying that the noise mitigation measures have been installed within that phase of the Development, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: *To ensure that the amenity of future occupiers of the development, with regard to noise and overheating, is protected, and to minimise the potential for conflict with the nearby noise sources including Bow East Goods Yard and to safeguard the Goods Yard, in accordance with LLDC policy BN.11, policy SA4.3, policy B1, and with Policy D14, Policy E5, Policy SI10, Policy D13 of the London Plan (2021) and Policy BN.12 of the Local Plan (2020).*

49. Hours of Operation

Prior to First Occupation of the Non-Residential Uses within a relevant phase of development, details of the proposed hours of operation for the commercial and community uses permitted under Use Classes E and F2, shall be submitted to and approved in writing by the Local Planning Authority. The commercial and community uses within the that phase of the Development shall thereafter be operated in accordance with the approved details.

Reasons: *To protect the amenity of future occupants, in accordance with Policy D14 of the London Plan (2021) and Policy BN.12 of the Local Plan (2020)*

50. Accessible Housing

The Residential Units of each phase of Development 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 user adaptable housing in accordance with M4(3) Category 3 of Part M of the Building Regulations (2015).

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).

51. Odour Management Plan

Unless the operation of the nearby Barbers Road Waste Transfer Facility has ceased, an Odour Management Plan shall be submitted to and approved in writing by the Local Planning Authority, prior to the First Occupation of the Development hereby approved, and implemented thereafter.

The Odour Management Plan shall address:

- a. How odour complaints will be addressed;
- b. The management of ventilation system and filters; and
- c. How effective communication with the waste recycling facility will be ensured 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).*

52. Wind

No building within the Development, or relevant phase shall be Commenced until the results of appropriate wind analysis, for that building or phase has been submitted to and approved in writing by the Local Planning Authority.

Any wind mitigation required, to the buildings or within the landscaping, should achieve appropriate Lawson Comfort Levels shall be detailed within the submissions. The Development shall not be occupied until the mitigation measures deemed to be required have been carried out, and they shall thereafter be retained..

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.5 of the Local Plan (2020).*

53. Emergency Flood Management Plan

No building within the Development, or relevant phase shall be Occupied until an Emergency Flood Management Plan (based on the submitted Flood Risk Assessment PML-DOC-CON-FRA-001), for that building or that phase, has been submitted to, and approved in writing by, the Local Planning Authority. The measures shall be implemented upon the first occupation of the building or phase and shall be permanently kept in place unless otherwise agreed in writing with the Local Planning Authority. Upon written request, the applicant or their successors in title shall provide the Local Planning Authority with written details of how the measures contained in the Flood Emergency Plan are being undertaken at any given time.

Reason: *To ensure the safety of the residents of the development against the risk of flooding in accordance with Policy S.10 of the Local Plan (2020).*

54. Details of ventilation/plant/etc

- A)** Prior to the Commencement of works on any unit in the Development intended for hot food use, full details of the routing of mechanical ventilation and the passive provision of associated ducting for all commercial units shall be submitted to and approved in writing by the Local Planning Authority. Particular attention shall be given to the potential high-level discharge of kitchen extract air and the discharge of toxic or odoriferous extract air where a high level of discharge is usually essential. The approved scheme shall be installed and commissioned prior to occupation of the development for restaurant use and shall be permanently maintained in proper working order thereafter.
- B)** Prior to the Occupation of any unit within the Development as a hot food use, full details of any mechanical ventilation or other plant associated with each such unit shall be submitted to and approved in writing by the Local Planning Authority. Such details shall include full specifications of all filtration, deodorising systems, noise output and termination points. The approved ventilation equipment and other plant shall be installed and commissioned prior to occupation of the development and shall be permanently maintained in proper working order thereafter.

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) and Policy D13 of the London Plan (2021).*

55. Grease Trap (Food Premises)

Prior to the Occupation of any unit within the Development as hot food use hereby permitted, full details of the grease trap or grease digester system to be installed for the commercial kitchen(s) shall be submitted to and approved by the Local Planning Authority. Details should include plan and sectional drawings with measured drain sizes and invert levels, full manufacturers specifications etc. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

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) and Policy D13 of the London Plan (2021).

56. Circular Economy Post Completion Report

Within three months of the first occupation of any building within each reserved matters 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 the local planning authority, prior to first occupation of the relevant building, for its written approval.

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) and Policy S.8 the Local Plan (2020).

57. Arboricultural Report

Each Reserved Matter Application comprising existing trees shall be accompanied by a Full Arboricultural Assessment providing an assessment of the value of the trees to be lost using the appropriate valuation system and set out how this has been accounted for through replacement tree planting. Tree value can be derived from 'i-tree' or 'CAVAT', or another appropriate valuation system, in accordance with Policy G7 of the London Plan.

Reason: To ensure adequate landscaping of the site, in accordance with Policies D8 and G4 of the London Plan (2021) and Policies SP.3, BN.1, BN.3 and BN.5 of the Local Plan (2020).

58. Flood Resilience

Prior to Commencement of each relevant phase of the Development the applicant shall submit for approval by the Local Planning Authority, details of the proposed Flood resilience Strategy for that part of the Development. The strategy should include measures to ensure that the building can recover quickly following a flood event and structural damage to the building is avoided.

Reason: To ensure the safety of the residents of the development against the risk of flooding in accordance with Policy S.10 of the Local Plan (2020).

59. Commercial Workspace Strategy

Prior to Commencement of each phase comprising commercial workspace, a Commercial Workspace Strategy for that phase, shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include detail relating to intended user type and sector, a proposed marketing strategy and the proposed management strategy for the workspace.

The management of the Commercial Buildings Developer shall thereafter comply with the Commercial Workspace Strategy at all times throughout the lifetime of the Development.

Reason: To ensure the Commercial Workspace has been and will be designed, managed, allocated and marketed to meet the needs of local companies and businesses

60. Archaeological investigation

No demolition or development for any phase shall take place until a Stage 1 written scheme of investigation (WSI) for that phase has been submitted to and approved by the Local Planning Authority in writing.

For land that is included within each WSI, no demolition or development shall take place other than in accordance with the agreed Stage 1 WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If significant archaeological remains are discovered under Stage 1 in any phase of development, a Stage 2 WSI for that phase shall be submitted to and approved by the Local Planning Authority and no demolition/development shall take place other than in accordance with the agreed Stage 2 WSI which shall include:

- a) The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works;
- b) Where appropriate, details of a programme for delivering related positive public benefits.
- c) The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

No development, save for demolition to ground level, shall take place other than in accordance with the WSI produced for each phase of development.

The relevant phases of development shall not be Occupied until the site investigation and post-investigation assessment have been completed and any and subsequent analysis, publication & dissemination and deposition of resulting material have been fulfilled in accordance with the programme set out in the Stage 2 WSI.

Reason and pre-commencement justification: *To ensure that the archaeological interests are protected and considered appropriately and in accordance with London Plan 2021 Policy HC1 of the Local Plan and Policy BN.13 of the Local Plan 2020.*

61. Acoustic and Overheating

Prior to the commencement of works on any of the building plots an overheating assessment shall be undertaken for all habitable rooms where noise from the Bow East Goods Yard operations exceed 58 dB LAeq,16h during the day and 50 dB LAeq,8h / 73 dB LAmax,f at night. The noise from the Bow Goods Yard must take into account both operations on site and also associated HGVs on the local road network.

This shall include identification of and submission for approval in writing by the Local Planning Authority of all mitigation measures required for affected units to limit overheating so that windows can remain closed at all times. Submission of details shall be progressed in consultation with Network Rail and the Bow East Goods Yard Operator (DB Cargo).

Reason: *To ensure that the amenity of future occupiers of the development, with regard to noise and overheating, is protected, and to minimise the potential for conflict with the nearby noise sources including Bow East Goods Yard, in accordance with LLDC policy SA4.3, policy B1, and London Plan policy E5, policy SI10, policy D13 and policy D14.'*

62. Permitted Development Rights

None of the rights contained in Part 3 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) (or any order revoking or re-enacting that order with or without modification) shall be exercised on Parcel G, H, and I fronting Marshgate Lane unless otherwise agreed in writing with the Local Planning Authority

Reason: To provide control over the potential loss of employment generating use in accordance with the regeneration objectives for the Legacy Corporation area as set out in its purposes and within the Corporation's Local Plan 2020.

63. Whole Life Carbon

Within three months of the first occupation of each building 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 occupation of the relevant building.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings.

INFORMATIVES

1. The proposed development is located within 15 metres of Thames Waters underground assets and 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-yourdevelopment/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB
2. The applicant should seek the advice of the Police Designing Out Crime Officers (DOCOs). The services of the Police DOCOs are available free of charge and can be contacted via email at docomailbox.ne@met.police.uk.
3. The applicant/developer should refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure that any necessary consents are obtained (<http://canalrivertrust.org.uk/aboutus/for-businesses/undertaking-works-on-our-property>).
4. The applicant is advised that surface water discharge to the waterway will require prior consent from the Canal & River Trust. Please contact Liz Murdoch from the Canal & River Trust Utilities team: (liz.murdoch@canalrivertrust.org.uk).
5. The applicant/developer is advised that any oversail, encroachment or access to the Trust's land or waterway requires written consent from the Canal & River Trust, and they should contact the Canal & River Trust's Estates team (bernadette.mcnicholas@canalrivertrust.org.uk) regarding the required agreement.

6. The applicant is advised to consult with the owner(s) of the Bow East Goods Yard, when preparing relevant reserved matters applications (relating to conditions 14, 48 and 62) and any relevant non-material amendments affecting conditions [14, 48 and 62].
7. Conditions 14 and 48 have been imposed to ensure the amenity of future occupiers of the development is protected from noise disturbance, including noise from Bow East Goods Yard, and overheating impacts. The details secured under condition 14 and 48 outline the measures embedded within the development to secure this.
8. The relevant sections of waterway walls for assessment are shown on plan ref. 46079/4000/GIS010

Annex 1 – Approved Parameter Plans

Planning Application Boundary – 150 GSA XX XX DR A 2800 rev 00

Demolition Plan – 150 GSA XX XX DR A 2801 rev 00

Development Parcels – 150 GSA XX XX DR A 2802 rev 00

Routes – 150 GSA XX XX DR A 2803 rev 01

Parcel Limits of Deviation – 150 GSA XX XX DR A 2804 rev 00

Open Space and Play Space – 150 GSA XX XX DR A 2805 rev 00

Predominant Land Use Ground Floor – 150 GSA XX XX DR A 2806 rev 00

Predominant Land Use First Floor – 150 GSA XX XX DR A 2807 rev 00

Predominant Land Use Upper Floors – 150 GSA XX XX DR A 2808 rev 00

Maximum AOD Building Heights – 150 GSA XX XX DR A 2809 rev 00

Minimum AOD Building Heights – 150 GSA XX XX DR A 2810 rev 00

Proposed Site Levels – 150 GSA XX XX DR A 2812 rev 01

Tree removal – 150 GSA XX XX DR A 2814 rev 00

Appendix 2 – Reserved Matters Specification

The following material shall be included as part of each application for the approval of Reserved Matters, unless otherwise agreed in writing by the Local Planning Authority:

Applications for Reserved Matters shall:

- i. Demonstrate that the scheme complies with the outline permission, the approved Development Specification & Framework, the approved parameter plans and the approved Design Codes and describe how any proposed deviations from the approved documents are accommodated and original intent is maintained.

- ii. Demonstrate that the Design Process Requirements as set out within the Design Codes have been met and how advice from the LLDC Quality Review Panel (or subsequent replacement panel) have been incorporated within the final design.
- iii. Demonstrate that the scheme has been designed to meet or exceed the standards within LLDC's Design Quality Policy (2019) including the Design Quality Management standards and minimum home and external private space area requirements.
- iv. Demonstrate a robust community engagement strategy throughout the design development project, with key stakeholder groups demonstrating how comments have been incorporated within the final design, which may (subject to discussion and agreement with the LPA) include how comments from the LLDC Community Review Panel (or any subsequent replacement panel) have been incorporated within the final design.
- v. Demonstrate that all housing has been designed as 'tenure blind'.
- vi. Demonstrate the use of reasonable endeavours to 'pepper pot' affordable housing homes within the development.
- vii. Demonstrate that at least 10% of all homes, including affordable housing homes, shall be Wheelchair Adaptable and that within the affordable tenure(s) wheelchair provision there shall be a range of appropriate home sizes.
- viii. Demonstrate that the scheme has been successfully designed to avoid overheating and natural ventilation has been incorporated where possible.
- ix. Demonstrate compliance with the aspect standards contained within the Mayor's Housing SPG (2016) which seeks to minimise single aspect dwellings.
- x. Demonstrate compliance with the LLDC Inclusive Design Standards, and include information on how advice from the LLDC Built Environment Access Panel/LLDC's Inclusive Design officer has been incorporated into the final design.
- xi. Demonstrate how Secured by Design guidance and Police Designing Out Crime Officer consultation advice has been incorporated within the detailed design and how the scheme has been designed to ensure a safe and welcoming environment, particularly for women and girls.
- xii. Include a description of the principles of landscape design which have informed the details submitted.
- xiii. Include a description of the principles for vehicle parking which have informed the details submitted. This shall include a requirement for a minimum on-site provision for 3% Blue Badge parking at the outset to acceptable standards.
- xiv. Include an independent fire strategy, produced by a third party suitably qualified assessor. The strategy shall detail how the development proposal will function in terms of the building's construction (methods, products and materials); the means of escape for all building users; access for fire service personnel and equipment; and how provision will be made within the site to enable fire appliances to gain access to the building; and demonstrate compliance with London Plan (2021) Policy D5 and D12 through at least two stair cores for all buildings over 30m in height, and /or any relevant policy requirements at the time of submission.

- xv. Provide a description of service and delivery arrangements to accompany the relevant submitted drawings.
- xvi. Demonstrate how the development complies with London Plan short and long stay cycle parking standards in place at the time of the reserved matters submission(s) and how cycle parking complies with London Cycling Design Standards.
- xvii. Demonstrate how the doorstep play space has been designed in accordance with the design guidance and principles set out in the Mayoral Supplementary Planning Guidance 'Providing for Children and Young People's Play and Informal Recreation' (2012) (or subsequent replacement guidance) with particular reference to guidance set out at Table 4.6 (Playable Space Typologies) and Table 4.8 (Design Principles).
- xviii. Include a Full Arboricultural Assessment for existing trees within and adjacent to the site.
- xix. Provide a Retail Impact Assessment where the cumulative retail and leisure and floorspace¹ within the outline development would or is likely to exceed 3,292 sqm
- xx. Provide a detailed Circular Economy Statement in accordance with the GLA's Circular Economy Statement Guidance (or successor document approved by the Local Planning Authority)
- xxi. Demonstrate whether repair works are required to any sections of waterway wall identified on plan ref. 46079/4000/GIS010 as a result of the RMA proposal(s) and, where appropriate, submit a method statement, schedule of repairs and timetable for the delivery of repair works (in consultation with the Canal River Authority or successor) for approval in writing by the Local Planning Authority

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:

¹ • Retail and leisure floorspace comprises Use Class E(a) retail; Use Class E(b) café and restaurant, Use Class E(c) financial and professional services, and Sui generis drinking establishments

A Hollingsworth

Anthony Hollingsworth

Director of Planning Policy and Decisions

London Legacy Development Corporation

DRAFT

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

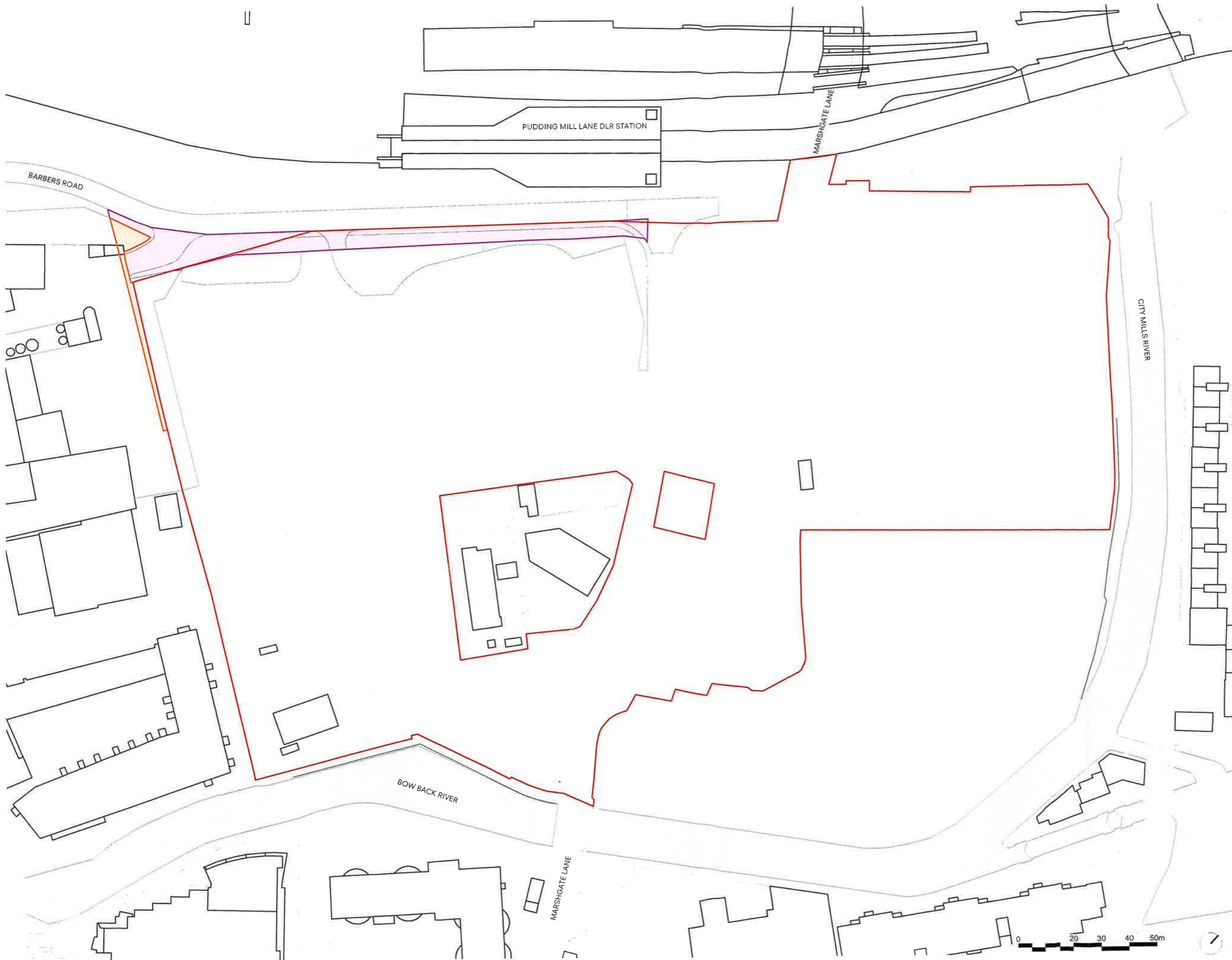
To make an appeal online, please use www.gov.uk/appeal-planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or 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 3
BARBERS ROAD HIGHWAY WORKS



Notes

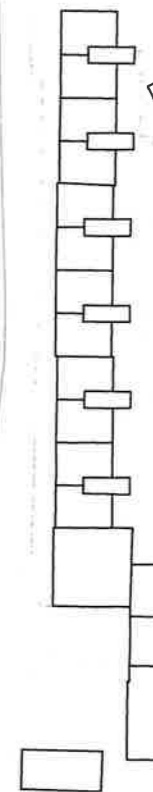
KEY

- Application Boundary
- Ownership by others - land required for new junction and associated footway
- Transport for London ownership - land required for new junction and associated footway

Disclaimer
Do not scale off this drawing when printed. Any discrepancies or queries should be brought to the attention of the authors, Gort Scott Ltd retains copyright of these drawings and the work depicted on them. No unauthorised reproduction of work.

This drawing is for the purposes declared in the Status Box only. Whilst all reasonable efforts are used to ensure drawings are accurate, Gort Scott Ltd accept no responsibility or liability for any reliance on these drawings for purposes other than those stated.

Key Plan



Architect
GORT SCOTT 55 Leroy Street
London SE1 4SN
+44 20 7254 6294
info@gortscott.com
www.gortscott.com

Client:
LLDC

Project:
Pudding Mill Lane

Drawing Title:

Barbers Road New Junction Land

Status:

Sketch

Scale	Drawn	Checked	Date of 1st Issue
1:1250 @ A3	AW	JC	27.09.22

Project	Source	Zone	Level	Type	Role	Dwg N°	Rev.
150	GSA	XX	XX	DR	A	8002	00



APPENDIX 4
BOW BACK RIVER TOWPATH WORKS

Rev	Date	Description
00	22.09.22	Draft sketch for discussion
01	27.09.22	Draft - dwg number added

76



Notes

KEY

- Application Boundary
- Area of proposed towpath works along Bow Back Riverside outside of Pudding Mill Lane application boundary

Disclaimer

Do not scale off this drawing when printed. Any discrepancies or queries should be brought to the attention of the authors. Gort Scott Ltd retains copyright of these drawings and the work depicted on them. No unauthorized reproduction of work.

This drawing is for the purposes declared in the Status Box only. Whilst all reasonable efforts are used to ensure drawings are accurate, Gort Scott Ltd accept no responsibility or liability for any reliance on these drawings for purposes other than those stated.

Key Plan

Architect

GORT SCOTT 55 Leroy Street
London SE14 6SN
+44 20 7254 6294
info@gortscott.com
www.gortscott.com

Client: LLDC

Project: Pudding Mill Lane

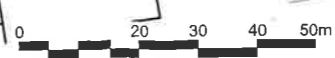
Drawing Title:

Bow Back River Towpath

Status: Sketch

Scale	Drawn	Checked	Date of 1st Issue
1:1250 @ A3	AW	JC	27.09.22

Project	Source	Zone	Level	Type	Role	Dwg N°	Rev
150 GSA XX	XX	DR	A	8001	01		



APPENDIX 2 - CONFIRMATORY DEED

DATED _____ 20[]

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) [NAME OF OWNER]

PLANNING OBLIGATION
RELATING TO []



Pinsent Masons

THIS AGREEMENT is made on

20[]

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "LPA"); and
- (2) **[NAME OF OWNER]** [contact details of Owner]

WHEREAS:-

- (A) This Deed is supplemental to the Freeholder Unilateral Undertaking.
- (B) The LPA exercises the functions of the local planning authority for the Developer's Land pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (C) At the time of completion of the Freeholder Unilateral Undertaking the London Legacy Development Corporation was both the local planning authority for the Developer's Land and the proprietor of the freehold interests that comprise the Developer's Land (and in the latter capacity is referred to as "LLDC" in this Deed).
- (D) As one of the conditions to secure the grant of the Planning Permission the LLDC in its capacity as freehold owner of the Developer's Land entered into the Freeholder Unilateral Undertaking.
- (E) LLDC's freehold interests in the Developer's Land are subject to a restriction which prevents a disposition from being registered until a conveyancer has provided a certificate to confirm that the provisions of clause 4.2.3 of the Freeholder Unilateral Undertaking have been complied with or that they do not apply.
- (FH) The Owner has acquired a [freehold/leasehold] interest in the Developer's Land and accordingly is entering into this Deed so as to comply with clause 4.2.3 of the Freeholder Unilateral Undertaking.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"1990 Act"	means Town and Country Planning Act 1990
"2011 Act"	means Localism Act 2011
"Commencement"	has the same meaning as in the PML S106 Agreement
"Confirmatory Deed"	means a deed in form attached at Appendix 2 of the Freeholder Unilateral Undertaking
"Developer's Land"	has the meaning given in the PML S106 Agreement
"Financial Obligation"	means any obligation under the PML S106 Agreement that requires the payment of a financial contribution to the LPA
"Freeholder Unilateral Undertaking"	means the deed of unilateral undertaking dated [] 2023 entered into by the London Legacy Development Corporation in its capacity as freehold owner of the Developer's Land binding the

	freehold interests in the Developer's Land in respect to the obligations in the PML S106 Agreement
"Other Confirmatory Deed"	means any Confirmatory Deed other than this Deed
"Owner's Interest"	means the [freehold/leasehold] interest in the area of the Developer's Land which is shown [edged/coloured] [colour] on the plan attached at the Appendix
"Planning Application"	has the meaning given in the PML S106 Agreement
"Planning Permission"	means the planning permission dated [] 2023 granted by the LPA with reference number 21/00574/OUT pursuant to the Planning Application
"PML Obligation"	means an obligation to be performed by the Developer (as defined in the PML S106 Agreement) contained in the PML S106 Agreement
"PML S106 Agreement"	means the form of agreement attached at Appendix 1 to the Freeholder Unilateral Undertaking
"Section 73 Application"	means an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission
"Section 73 Permission"	means planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require
"Subsequent Planning Permission"	means any Section 73 Permission and "Subsequent Planning Permissions" shall mean such two or more of them as the context shall require
"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

1.2 In this Deed:-

1.2.1 unless otherwise indicated reference to any:-

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

- (f) Recital is to a Recital to this Deed; and
 - (g) plan, is to a plan annexed to this Deed 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 Deed;
 - (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 Deed and shall not be deemed to be an indication of the meaning of the parts of the Deed to which they relate;
- 1.2.4 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing;
- 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 subject to Clauses 2.4, 2.5, 2.6 and 2.8, references to the Owner include:-
- (a) persons deriving title from the Owner; and
 - (b) the Owner's successors, assigns, transferees;
- 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 Owner 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;
- 1.3 The Interpretation Act 1978 shall apply to this Deed.
- 1.4 The "Deed" includes the Schedules and Recitals to this Deed.
- 1.5 If any provision of this Deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 2. EFFECT OF THIS DEED**
- 2.1 This Deed is made pursuant to:-
- 2.1.1 section 106 of the 1990 Act; and

- 2.1.2 (in so far as this Deed does not contain planning obligations entered into pursuant to section 106 of the 1990 Act) sections 201, 205 and 206 of the 2011 Act, section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Deed are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Owner's Interest and, subject to Clauses 2.4, 2.5, 2.6 and 2.8 the said obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Owner's Interest (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Owner's Interest in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it 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, 205 and 206 of the 2011 Act, section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.
- 2.4 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Deed after parting with its interest in the part of the Developer's Land to which the Owner's Interest relates or its interest in respect of that part of the Developer's Land to which the Owner's Interest relates on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.5 No obligation in this Deed 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 of parts of the Owner's Interest 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 Owner's Interest or part thereof to which such obligation relates.
- 2.6 This Deed shall be registerable as a local land charge by the London Borough of Newham and its respective statutory successors in function.
- 2.7 Other than the Planning Permission and any Subsequent Planning Permission, nothing in this Agreement shall prohibit or limit the right to develop any part of the Owner's Interest in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.
- 2.8 Save where a Subsequent Planning Permission has been granted which remains extant, this Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Owner) modified.
- 3. OWNER'S COVENANTS WITH THE LPA**
- 3.1 Subject to Clauses 2, 4 and Sub-Clause 3.2 the Owner on behalf of itself and its successors in title to the Owner's Interest:
- 3.1.1 acknowledges that the Owner's Interest is taken subject to and is bound by the obligations covenants undertakings and restrictions:
- (a) on the part of the Owner (as defined in the Freeholder Unilateral Undertaking) in the Freeholder Unilateral Undertaking; and

3.1.2 that from the date of this Deed the Owner covenants with the LPA to observe and perform and cause to be observed and performed all of the PML Obligations that apply to the part of the Developer's Land to which the Owner's Interest relates that either remain outstanding as at the date of this Deed and/or which are of an on-going nature.

4. **PERFORMANCE UNDER ANOTHER DEED**

4.1 The LPA and the Owner agree that:

4.1.1 to the extent that any of the PML Obligations (including any Financial Obligations) have been discharged as at the date of this Deed they shall be treated as discharged for the purposes of this Deed;

4.1.2 discharge of a Financial Obligation pursuant to the PML S106 Agreement or any Other Confirmatory Deed shall constitute discharge pursuant to this Deed and vice versa; and

4.1.3 in respect of any PML Obligation relating to the part of the Developer's Land to which the Owner's Interest relates or part thereof:

(a) where the relevant PML Obligation requires ongoing performance or compliance performance or compliance pursuant to the Freeholder Unilateral Undertaking or any Other Confirmatory Deed that binds the part of the Developer's Land to which the Owner's Interest relates or relevant part thereof shall constitute performance or compliance for the purposes of this Deed and vice versa; and

(b) in all other cases discharge of the relevant PML Obligation pursuant to the Freeholder Unilateral Undertaking or any Other Confirmatory Deed that binds the part of the Developer's Land to which the Owner's Interest relates or relevant part thereof shall constitute discharge for the purposes of this Deed and vice versa.

4.2 Nothing in this Deed shall impose any liability on the Owner in respect of any PML Obligations that do not relate to the part of the Developer's Land to which the Owner's Interest relates.

5. **LPA'S COVENANTS WITH OWNER**

5.1 The LPA covenants to the Owner to observe and perform the obligations, covenants and undertakings on its part contained in the Freeholder Unilateral Undertaking **PROVIDED ALWAYS THAT** such observance and performance by the LPA pursuant to the Freeholder Unilateral Undertaking or any Other Confirmatory Deed that binds the Owner's Interest shall constitute observance and performance pursuant to this Deed and vice versa.

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

6.1 It is not intended that any term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

7. **JURISDICTION AND LEGAL EFFECT**

7.1 This Deed shall be governed by and interpreted in accordance with the law of England.

7.2 The provisions of this Deed (other than this Clause 7.2 which shall be effective in any event) shall be of no effect until this Deed has been dated.

8. **EXECUTION**

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

IN WITNESS whereof the LPA and the Owner have executed this Deed the day and year first above written

THE COMMON SEAL of **THE LONDON**)

LEGACY DEVELOPMENT CORPORATION)

was hereunto affixed in the presence of:)

Authorised signatory

[Insert the Owner's execution details]

APPENDIX
THE OWNER'S INTEREST

APPENDIX 3 - ENFORCEMENT PROTOCOL

LONDON LEGACY DEVELOPMENT CORPORATION

s106 ENFORCEMENT PROTOCOL

1. INTRODUCTION

- 1.1 In March 2012 the London Legacy Development Corporation (LLDC) was established as a Mayoral Development Corporation with responsibility for regenerating an area of east London focused on the Queen Elizabeth Olympic Park. Subsequently, various transfer schemes transferred land including the Olympic Park to LLDC.
- 1.2 On 1 October 2012, LLDC also became the local planning authority for the land within its area. LLDC's planning powers were delegated by a resolution of LLDC's board to the Planning Policies and Decisions Team (PPDT)¹, a directorate within LLDC which reports to LLDC's Board.
- 1.3 From a planning perspective, LLDC combines in a single legal entity two distinct roles; firstly as landowner/developer whose land is already bound by several agreements made under S106 of the Town and Country Planning Act 1990 (a S106 Agreement), secondly as the planning authority responsible for enforcing compliance with those agreements.
- 1.4 As a matter of common law, a single entity can neither contract with itself, nor can it enforce contracts against itself.
- 1.5 The effect of this is twofold:
- 1.5.1 obligations in existing S106 Agreements cannot be enforced at law by PPDT against LLDC as landowner nor by LLDC as landowner against PPDT. NB: this does not affect PPDT's ability to enforce the same obligations against any third party who acquires title to the bound land from the LLDC landowner nor does it affect such third party's ability to enforce the obligations against PPDT. Nor does it affect the ability of any successor organisation of PPDT's planning function to enforce those obligations against both LLDC as landowner/developer as well as against such a third party.
- 1.5.2 if any changes are needed to any existing S106 agreements binding LLDC land, then a legally binding deed of variation to which LLDC is a party cannot be entered into.
- 1.6 This protocol has been prepared in respect of any planning obligations whether secured by a bilateral or unilateral deed made under s. 106 of the Town and Country Planning Act 1990 to which LLDC is a party as landowner² and which relates to development of land within the area for which PPDT is the local planning authority (a Principal Agreement). It sets out the steps that LLDC and PPDT are committed to taking to manage compliance with such Principal Agreements as well as setting out the approach that LLDC and PPDT are willing to adopt to deal with any variations to such deeds.
- 1.7 In applying this protocol both LLDC and PPDT commit to act reasonably.

2. OPERATION OF S106

- 2.1 Notwithstanding the deeds made under s. 106 by LLDC as landowner cannot now be enforced by PPDT, LLDC and PPDT commit to comply with their terms as if they could be enforced.
- 2.2 Annual update reports to be submitted by LLDC within 20 working days of the end of each financial year on what S106 obligations have been triggered, whether such obligations have been discharged, whether there have been any "ghost" deeds of variation to the Principal Agreement (see paragraph 3 below), whether there have been any S106 agreements entered into where third parties have taken an interest in the site to which the Principal Agreement relates (see paragraph 3 below), whether there have been any disputes and the outcome of

¹ In this note "LLDC" refers to LLDC in its role as landowner or developer and "PPDT" refers to LLDC in its role as local planning authority.

² This includes deeds made under s106 relating to land which has been transferred to LLDC
11/81555059_1

such disputes. Report to be approved by PPDT as a true reflection of the status of the relevant Principal Agreement in the past year and reported to the PPDT Planning Committee for noting. The Annual update reports to be made public so there is transparency.

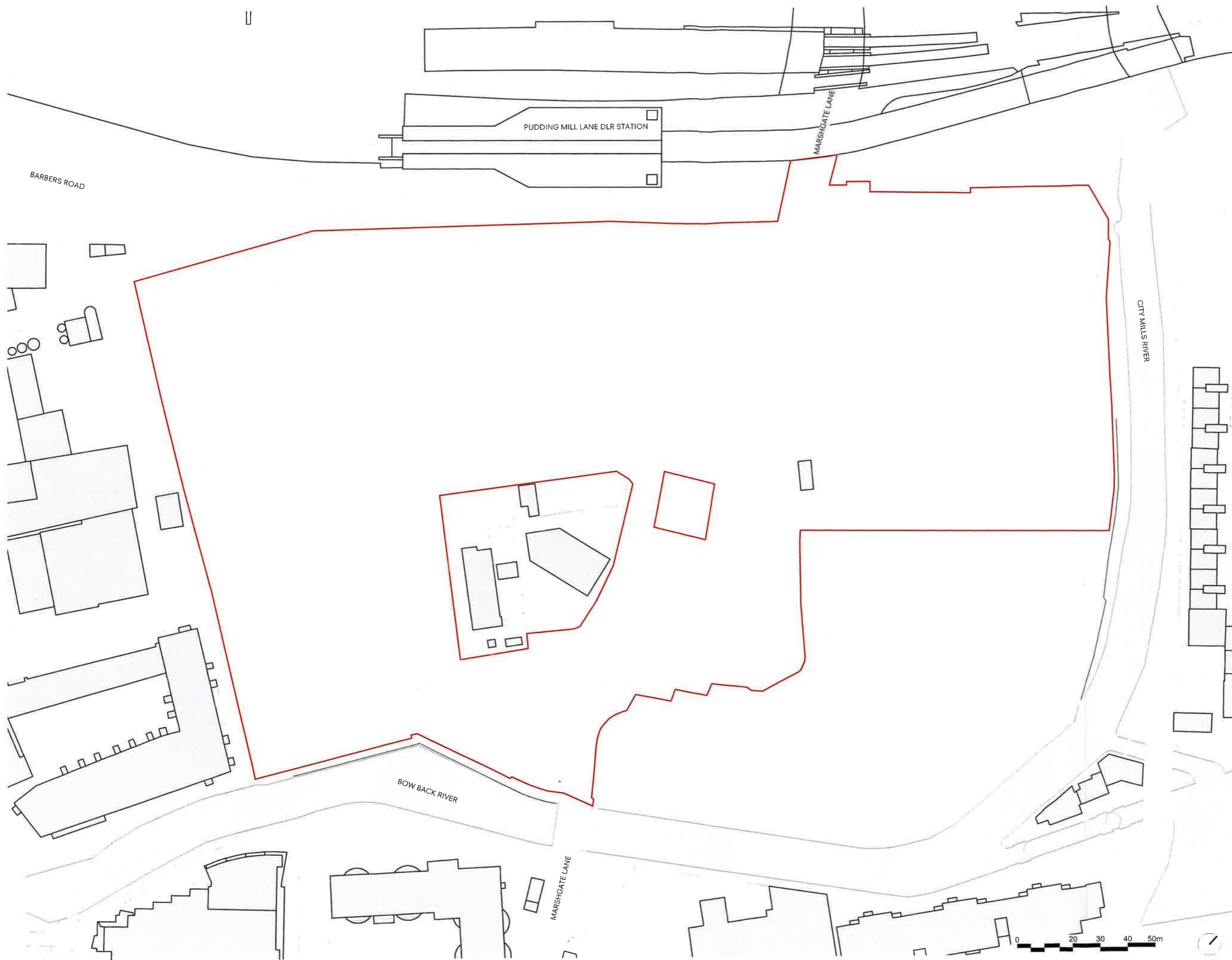
- 2.3 In the event of dispute regarding the interpretation of the terms of a Principal Agreement:
 - 2.3.1 initially to be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file.
 - 2.3.2 if the dispute is not resolved internally, it will be referred to a jointly instructed and external, independent legal expert appointed in accordance with the provisions attached at Annex 1 to this Protocol whose decision is binding.
- 2.4 In the event of non-compliance with a term of the relevant deed made under s. 106:
 - 2.4.1 PPDT to serve a written notice on LLDC identifying any breach and the steps required to remedy it. LLDC to respond within 10 working days either setting out a reasonable timetable and confirming the steps it intends to take to remedy the breach, or (if relevant) disputing the breach. Unless the procedure described below is triggered, LLDC will carry out the steps in accordance with the proposed timetable.
 - 2.4.2 If there is a factual dispute as to whether there has been a breach or as to the appropriate steps to be taken to remedy any breach, this will initially be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file. Follow-up meetings will be arranged as necessary.
 - 2.4.3 If the above steps do not lead to a mutually acceptable solution, each party will prepare and submit a report on the matter, including a recommended solution, to their respective committees. In the case of LLDC, the relevant committee is the LLDC Investment Committee and in the case of PPDT, the Planning Committee. Both committees shall consider the matter and the recommended solution.
 - 2.4.4 If either committee rejects the recommendation made to it, the rejecting committee shall instruct its officers on what further steps to take to try to resolve the dispute.
 - 2.4.5 If both committees endorse the recommendations set out in the respective reports (and assuming that the recommendations of the two reports conflict), the matter shall be referred to the Board for consideration. The Board's decision will be binding on both parties.

Annex 1: Dispute Resolution Procedure

1. LLDC or PPDT may by serving notice on all the other (the "Notice") refer a dispute to an Expert for determination.
2. The Notice must specify:
 - 2.1 the nature, basis and brief description of the dispute;
 - 2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
 - 2.3 the proposed Expert.
3. In the event that the parties are unable to agree who to appoint as the Expert within 10 (ten) Working Days after the date of the Notice then either party may request the President of the Law Society (except where paragraph 7 provides otherwise) to nominate the Expert at their joint expense.
4. The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and the Expert's cost shall be awarded 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.
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 (or such longer period as is agreed in writing between the parties).
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.

APPENDIX 4 - PLAN 1

7/6



Notes

KEY
— Application Boundary

NB. A full description of this Parameter Plan can be found in the Development Specification and Framework.

Disclaimer

Do not scale off this drawing when printed. Any discrepancies or queries should be brought to the attention of the authors. Gort Scott Ltd retains copyright of these drawings and the work depicted on them. No unauthorised reproduction of work.

This drawing is for the purposes declared in the Status Box only. Whilst all reasonable efforts are used to ensure drawings are accurate, Gort Scott Ltd accepts no responsibility or liability for any reliance on these drawings for purposes other than those stated.

Key Plan

Architect

GORT SCOTT
 55 Leroy Street
 London SE1 4SN
 +44 20 7254 6264
 info@gortscott.com
 www.gortscott.com

Client

LLDC

Project

Putding Mill Lane

Drawing Title

Parameter Plan -
 Planning Application Boundary

Status

Planning

Scale	Drawn	Checked	Date of 1st Issue
1:1250 @ A3	JC	AW	

Project Source	Zone	Level	Type	Role	Dwg N°	Rev
150 GSA	XX	XX	DR	A	2800	00

