



DATED

*28th May*

2010

**(1) LONDON THAMES GATEWAY DEVELOPMENT CORPORATION**

- and -

**(2) USER FRIENDLY PROPERTIES LIMITED**

**DEED**

made pursuant to Section 106 of the Town  
and Country Planning Act 1990 relating to  
land at Station House, Station Street,  
Stratford, London E15 1AP

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**THIS DEED** is made on

*28th May*

2010

**BETWEEN**

- (1) **LONDON THAMES GATEWAY DEVELOPMENT CORPORATION** of 9th Floor, South Quay Plaza 3, 189 Marsh Wall, London E14 9SH ("**Corporation**"); and
- (2) **USER FRIENDLY PROPERTIES LIMITED** (company number 03085876) whose registered office is situated at Unex House, Church Lane, Stetchworth, Newmarket, Suffolk CB8 9TN ("**Owner**")

**BACKGROUND**

- A By virtue of the London Thames Gateway Development Corporation (Planning Functions) Order 2005, which came into force on 31 October 2005, the Corporation is the Local Planning Authority for the area within which the Property is situated and for development of the nature of the Development.
- B The Corporation is the appropriate statutory body to enforce this Deed for the purposes of section 106 of the 1990 Act.
- C The Owner is registered at HM Land Registry as the freehold owner of the Property shown for the purposes of identification only edged red on Plan 1 under title number EGL352296.
- D The Council, as local highway authority, is the presumed owner of the land hatched green on Plan 1 (the "**Council Land**"). The Council Land was included in the red line boundary in the Application but does not form part of the Property for the purposes of this Deed.
- E The Owner submitted the Application to the Corporation, which was made valid on 8 May 2007.
- F The Corporation considers it expedient in the interests of the proper planning of its area and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in this Deed.
- G The Owner has agreed to enter into this Deed accepting that the obligations that it contains fall properly to be considered as material to the determination of the Application.

H The Corporation has resolved to grant the Planning Permission pursuant to the Application subject to (inter alia) the conditions set out in the Planning Permission and subject to the covenants, undertakings and restrictions herein contained.

**WITNESSES** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed where the context so admits the following expressions shall have the following meanings:

**"1990 Act"** means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force;

**"Affordable Housing"** means residential accommodation for which the combined asking price/rent and Service Charge is significantly lower than prevailing market prices for similar units which is subject to arrangements which seek to ensure its availability in perpetuity subject to the provisions of Paragraph 4 of Schedule 1;

**"Affordable Housing Premises"** means that part or those parts of the Property containing the Affordable Housing Units and ancillary premises comprised in the Long Lease to be granted to the Affordable Housing Provider;

**"Affordable Housing Provider"** means:

- (a) a Registered Social Landlord; or
- (b) a provider and manager of Affordable Housing,

which in the case of (a) or (b) shall not be treated as such for the purposes of this Deed unless the Local Planning Authority shall have given its prior approval;

**"Affordable Housing Scheme"** means a scheme provided in accordance with Paragraph 4 of Schedule 1 of this Deed containing the details and mechanisms for the provision of the Affordable Housing Units to be provided on the Affordable Housing Premises within the Development pursuant to the Planning Permission to be submitted to and approved by the Local Planning Authority;

**"Affordable Housing Unit"** means any separate unit of the Affordable Housing to be provided in the Development on the Property comprising Intermediate Affordable Housing Units as approved by the Local Planning Authority;

**"Application"** means the full planning application for the Development dated 8 May 2007 and given the application number 07/00822/LTGDC/LBNM and the case under LTGDC-07-092-FUL;

**"BC Index"** means the Building Cost Information Service All in Tender Price Index as published by BCIS (a trading division of the Royal Institution of Chartered Surveyors Business Services Ltd) or such similar index as may from time to time be published to replace such index;

**"Car Club"** means a car club that has been established, joined or provided by the Owner to provide not less than two (2) cars to be made available in the Development for hire by Occupiers of the Development and other members of the car club (membership of which shall be available to Local People), subject to the payment of a reasonable charge by the user for use and booking on a first-come-first-served basis through the Car Club Co-ordinator and subject to compliance with the terms of the car club;

**"Car Club Co-ordinator"** means such person, company, or body appointed by the Owner from time to time to operate the Car Club as is approved in writing in advance by the Local Planning Authority;

**"Car Club Scheme"** means a scheme containing the details and mechanisms for securing the Car Club during the Occupation of the Development to be submitted to and approved by the Local Planning Authority;

**"Careers Service"** means the local organisation responsible for guidance and work opportunities for people aged 13-19 within the locality of the Property as nominated by the Local Planning Authority;

**"Car Parking Spaces"** means the two car parking spaces to be allocated for use by the Car Club located within the Property shown for identification purposes shaded pink on Plan 2;

**"Completion"** means (unless the context otherwise so admits) the proper issue of a certificate of practical completion of any works carried out pursuant to this Deed or as

the context may allow any part, section or phase thereof by an independent architect, engineer or other certifying professional as the case may be and the terms **"Complete"**, **"Completed"** and cognate expressions shall be interpreted in accordance with this definition and Occupation of any Residential Unit shall be determinative of Completion even in the absence of a certificate;

**"Corporation's Planning Functions Area(s)"** means the area(s) set out in the maps referred to in the London Thames Gateway Development Corporation (Planning Functions) Order 2005;

**"Council"** means the London Borough of Newham in its capacity, as the context requires, as local housing authority or local highway authority;

**"Deferred Standard Charge"** means that part of the Standard Charge payable in respect of each Residential Unit the payment of which at the end of each calendar year is dependent on the Realised Average Sales Value reached on the site in the particular preceding calendar year and calculated in accordance with schedule 2;

**"Detailed Design Scheme"** means a scheme containing the detailed designs of the Development and the requirements listed in Paragraph 9.2 of Schedule 1 to this Deed to be submitted to and approved by the Local Planning Authority;

**"Development"** means the demolition of existing buildings and construction of a 26-storey mixed-use tower with a three-storey basement comprising retail (A1) and office (B1) floor space and 260 residential units (C3) with associated car and cycle parking and landscaped amenity space at ground floor levels, at the Property and the Council Land;

**"Discounted Standard Charge"** means seven and a half thousand pounds (£7,500.00) (Index-Linked) per Residential Unit (totalling not less than one million nine hundred and fifty thousand pounds (£1,950,000) (Index-Linked) for the Development) being a portion of the Standard Charge relevant to the Development reflecting the discount applicable to development carried out in the vicinity of the Property;

**"Disposal"** means, in the case of a disposal of the Affordable Housing Units to an Affordable Housing Provider, the grant of a Long Lease and **"Disposed"** shall be construed accordingly;

**"East London Sub Region Nominations Protocol"** means the protocol adopted by the East London Housing Sub-Region that outlines the principles and processes in relation to the nominations for the Social Rented Units that attract social housing grant as attached to this Deed at Appendix 6 or such approved revisions thereof;

**"East London Housing Sub-Region"** means the City of London, the London Borough of Barking and Dagenham, the London Borough of Hackney, the London Borough of Redbridge, the London Borough of Newham, the London Borough of Waltham Forest, the London Borough of Tower Hamlets or any other successor body and/or group of boroughs that may replace the same from time to time;

**"Employment Service"** means that part of the Department for Work and Pensions which offers advice and guidance on jobs and advertises their availability;

**"Expert"** means such expert as may from time to time be appointed for the purposes of resolving a relevant dispute as follows:

- (a) if the dispute relates to transport or highway works, engineering, demolition, or construction works, a chartered civil engineer being a member of the Institution of Civil Engineers (having not less than 10 years' relevant experience in the public or private sector) agreed by the parties to the dispute but in default of agreement appointed at the request of any party to the dispute by or on behalf of the President from time to time of the Institution of Civil Engineers;
- (b) if the dispute relates to any building within the Development or any similar matter, a chartered surveyor (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors;
- (c) if the dispute relates to financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant, a chartered accountant (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institute of Chartered Accountants in England and Wales; and



- (d) if the parties to the dispute shall fail to agree upon the nature or difference in question then it should be referred to a solicitor or barrister of at least 15 years' standing agreed by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Law Society;

**"First Off-site Affordable Housing Contribution"** means £1,237,500.00, being the first portion of the Off-site Affordable Housing Contribution to be paid by the Owner in accordance with Paragraph 3 of Schedule 1 to this Deed;

**"Footways"** means the footways surrounding the Property shown edged red and hatched red on Plan 3 and such other footways as the Council (in its capacity as highways authority) and/or the Local Planning Authority may specify is required to be renewed and/or reinstated as a result of the Development;

**"Footway Works"** means the works to be carried out to renew and/or reinstate the Footways in accordance with the Footway Works Scheme;

**"Footway Works Scheme"** means the scheme containing the details and methodology for the carrying out of the Footway Works to be submitted to and approved by the Local Planning Authority;

**"Fourth Off-site Affordable Housing Contribution"** means £1,237,500.00, being the fourth portion of the Off-site Affordable Housing Contribution to be paid by the Owner in accordance with Paragraph 3 of Schedule 1 to this Deed;

**"Green Travel Plan"** means a plan containing details of measures to be implemented in order to encourage staff, contractors and visitors to travel to the Development by means other than by private car and to minimise car usage (particularly single occupancy journeys) and increase the use of public transport, walking and cycling to and from the Development to be submitted to and approved by the Local Planning Authority;

**"Housing Corporation"** means the non-departmental government body that funds and regulates Registered Social Landlords or such other body as may replace it;

**"Implementation"** means where the context so admits the implementation (lawful or otherwise) on the Property of the Development authorised by the Planning Permission by the carrying out of any material operation within the meaning of Sections 56(2)

and (4) of the 1990 Act provided that for the avoidance of doubt the carrying out of archaeological investigations, demolition of existing structures or buildings, ground investigation works, remediation works, site clearance, site preparation, construction of boundary fencing or hoardings, noise attenuation works, laying of services and service media, construction of temporary accesses and surveys shall be deemed not to constitute a material operation for the purposes of this definition or this Deed and **"Implement"** and cognate expressions shall be interpreted in accordance with this definition;

**"Implementation Notice"** means a written notice given by or on behalf of the Owner to the Corporation stating the proposed date of Implementation of the Development to be addressed to the Director of Planning, London Thames Gateway Development Corporation, 9th Floor, South Quay Plaza III, 189 Marsh Wall, London E14 9SH and stating the application reference number provided that a notice will be deemed to have been given if Implementation has occurred;

**"Index-Linked"** means the financial sums referred to in this Deed to be adjusted by Indexing from April 2007 to the date of payment. **"Indexing"** means the recalculation of any amount specified in this Deed by applying the following formula:

$$A \times B/C = D$$

where:

A = the sum specified in this Deed in pounds sterling;

B = the figures shown in the BC Index for the period immediately prior to the date up to which the sum concerned is to be indexed under the provisions of this Deed;

C = the figure shown in the BC Index for the period immediately prior to the date of this Deed;

D = the recalculated sum in pounds sterling applying under this Deed;

B/C is equal to or greater than 1,

provided that if the BC Index becomes no longer maintained by Royal Institution of Chartered Surveyors Business Services Limited the said formula shall be applied mutatis mutandis (so far as concerns periods after it ceases to be so maintained) by

reference to such other publication or index as may be agreed from time to time with the Local Planning Authority;

**"Interest"** means interest at three per cent (3%) above the base lending rate of the National Westminster Bank Plc from time to time;

**"Intermediate Affordable Housing Units"** means the Affordable Housing to be provided within the Development being either of the following:

- (a) Shared Ownership Units; or
- (b) Shared Equity Units;

**"Learning and Skills Council"** means the London East branch of the London Skills Council based in Boardman House, 64 Broadway, Stratford, London E15 1NT or such other appropriate body as may be nominated by the Local Planning Authority;

**"Local Commitment Scheme"** means a scheme containing the details and mechanisms for securing so far as reasonably practicable the use of local labour, contractors and goods and services both during the construction and Occupation of the Development to be submitted to and approved by the Local Planning Authority and for the avoidance of doubt local labour, contractors and goods and services means any labour, contractor, and/or goods and services sourced from businesses located in and/or residents living in the London Borough of Newham on a permanent basis at the time they are procured to the extent to which such labour, contractor, and/or goods and services is available for the purpose for which they are to be put;

**"Local People"** means persons whose principal or only home is within the London Borough of Newham;

**"Local Planning Authority"** means the local planning authority for the time being having jurisdiction in respect of the Development for the purposes of part III of the 1990 Act;

**"Long Lease"** means a lease for not less than 125 years;

**"Maximum Number of Residential Units"** means two hundred and sixty (260) being the maximum number of Residential Units that may be constructed pursuant to the Planning Permission;

**"Nominations Agreement"** means an agreement to be entered into between the Council and the Affordable Housing Provider pursuant to Paragraph 4 of Schedule 1, substantially in the form of the Council's standard nominations agreement as attached to this Deed at Appendix 5 or such other form as the Council may reasonably require;

**"Occupation"** means the use of the buildings and land at the Property for the purposes permitted by the Planning Permission save for temporary occupation for the purposes of construction, fitting out or marketing the buildings and the words **"Occupy"** and **"Occupied"** and cognate expressions shall be construed accordingly;

**"Occupier"** means any owner, lessee or occupant of any residential or commercial unit within the Development;

**"Off-site Affordable Housing Contribution"** means the sum of four million nine hundred and fifty thousand pounds (£4,950,000.00) (Index-Linked) for the Development (being £90,000 per Residential Unit in respect of 55 Residential Units) to be applied for the purposes of financing the delivery of Social Rented Units outside the Development at the Carpenters Estate or such other location within the London Borough of Newham as the Local Planning Authority may approve;

**"Open Market Units"** means Residential Units that are not Affordable Housing Units;

**"Partner Agencies"** means the Corporation, the Council, the Employment Service, the Careers Service, the Learning and Skills Council and such other agencies as provide relevant recruitment and training services as may be specified by the Local Planning Authority from time to time acting reasonably;

**"Plan 1"** means the plan marked "Plan 1" attached to this Deed at Appendix 1;

**"Plan 2"** means the plan marked "Plan 2" attached to this Deed at Appendix 2;

**"Plan 3"** means the plan marked "Plan 3" attached to this Deed at Appendix 3;

**"Planning Permission"** means the planning permission granted pursuant to the Application for the Development in the form annexed in draft at Appendix 4 to this Deed;

**"Property"** means the land at Station House, Station Street, Stratford, London E15 1AP and registered at HM Land Registry under title number EGL352296 shown for the purposes of identification only edged red on Plan 1 including the area labelled "A" but excluding the detached area edged red and labelled "B";

**"Public Sector Investment Plan"** means the plan for infrastructure to be provided in the Lower Lea Valley or London Riverside Areas as contained in Schedule 4 to this Deed;

**"Quarter"** means the period expiring on 25 March, 24 June, 29 September and 25 December of each year;

**"Realised Average Sales Value"** means the average sale price per square metre realised for sales of Open Market Units within the Development calculated in accordance with schedule 2;

**"Realised Sales Value"** means the total consideration payable for each Open Market Unit within the Development;

**"Registered Social Landlord"** means a registered social landlord as defined in part 1 of the Housing Act 1996 who is registered with the Housing Corporation pursuant to section 3 of that Act and has not been removed from the Register pursuant to section 4 of that Act and who is approved by the Local Planning Authority;

**"Rent Inflation Guidelines"** means the guidance published by the Housing Corporation for annual rent increases as set out in the Housing Corporation's Circular 09/07 'Rents, Rent Differentials and Service Charges for Housing Associations' dated November 2007 or such other publication as may replace that guidance from time to time;

**"Request for Security Confirmation"** means a written notice from the Local Planning Authority requesting a Security Confirmation in relation to specified Residential Units within the Development;

**"Residents Parking Bay"** means a parking place designated by the local highway authority by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated (including the Stratford Controlled Parking Zone);

**"Residents Parking Permit"** means a parking permit issued by the local highway authority under Section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Residents Parking Bay;

**"Residential Unit"** means any separate unit of residential accommodation constructed on the Property pursuant to the Planning Permission;

**"Second Off-site Affordable Housing Contribution"** means £1,237,500.00, being the second portion of the Off-site Affordable Housing Contribution to be paid by the Owner in accordance with Paragraph 3 of Schedule 1 to this Deed;

**"Section 278 Agreement"** means an agreement to be entered into with the appropriate highway authority for the carrying out of the Footway Works pursuant to Section 278 of the Highways Act 1980;

**"Security"** means, in relation to any Residential Units specified in a Request for Security Confirmation, reasonable legal provision by way of bank bond, cash deposit, mortgage, parent company guarantee or other mechanism agreed between the Local Planning Authority and the Owner guaranteeing the availability of funds to pay all Discounted Standard Charges and Deferred Standard Charges in relation to the Residential Units when they fall due in accordance with this Deed;

**"Security Confirmation"** means the document that provides detailed information about the resources available to the Owner (including the value of the Property);

**"Security Notice"** means a notice from the Local Planning Authority specifying why the Local Planning Authority is not reasonably satisfied that the Security Confirmation is sufficient to provide the Local Planning Authority with sufficient confidence that the remaining Discounted Standard Charges and Deferred Standard Charges in relation to the Residential Units will be paid when they fall due in accordance with this Deed;

**"Service Charge"** means the reasonable charges for building management and maintenance services provided in respect of the Affordable Housing Units calculated in accordance with Paragraph 4.17 of Schedule 1;

**"Shared Equity Units"** means Intermediate Affordable Housing Units where a proportion of the equity in the initial Disposal (between 30 per cent and 70 per cent) is sold on a Long Lease and the remainder retained without rent being charged;

**"Shared Ownership Units"** means Intermediate Affordable Housing Units where a proportion of the equity of which is sold on a Long Lease and the remainder retained subject to rent being charged on the retained equity;

**"Social Rented Units"** means units of Affordable Housing managed by an Affordable Housing Provider occupied by households nominated in accordance with the Nominations Agreement (for units that do not attract social housing grant) or the East London Sub Region Nominations Protocol (for units that do attract social housing grant) let at social rent;

**"Standard Charge"** means the average cost per Residential Unit of providing infrastructure and services within the relevant part of the Corporation's Planning Functions Area assessed at the date of this Deed as twenty two thousand six hundred pounds (£22,600) (Index-Linked) having reached a balance between the costs of infrastructure required in the Corporation's area, the likely scale of the development that will come forward and the level of charge that it is appropriate for developments to meet without stifling development; and

**"Stratford Controlled Parking Zone"** means the system of parking bays and permits in Stratford, London in an area of Stratford defined by the Council;

**"Third Off-site Affordable Housing Contribution"** means £1,237,500.00, being the third portion of the Off-site Affordable Housing Contribution to be paid by the Owner in accordance with Paragraph 3 of Schedule 1 to this Deed;

**"Working Day(s)"** means Monday to Friday in each week inclusive excluding bank holidays.

## 1.2 Interpretation

1.2.1 The headings appearing in this Deed are for ease of reference only and will not affect the construction of this Deed.

1.2.2 Unless the context requires otherwise, references in this Deed to clauses, paragraphs, recitals, paragraphs, annexures, appendices and schedules are references to those contained in this Deed and references to plans and drawings are references to plans and drawings annexed to this Deed.

- 1.2.3 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.
- 1.2.4 References in this Deed to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same.
- 1.2.5 In this Deed (where the context so admits) words importing the singular shall include the plural and vice versa and words importing one gender shall include all other genders.
- 1.2.6 In this Deed the expressions "**Owner**", "**Council**", "**Local Planning Authority**" and "**Corporation**" shall include their respective statutory successors in respect of the functions to which this Deed relates and/or successors in title to the Property (or part thereof) as the case may be.
- 1.2.7 Any obligations of the parties to this Deed contained in this Deed which are or may be deemed to be obligations of one or more persons shall be joint and several obligations on the part of those persons unless the context otherwise requires provided that nothing herein shall impose any liability upon either of the parties for the actions of the other.
- 1.2.8 Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred and any covenant by a party to this Deed to do an act or thing may be deemed to include an obligation to procure that the act or thing is done.
- 1.2.9 If any provision in this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be deemed to be affected, impaired or called into question.



1.2.10 In the event of any conflict between the provisions of this Deed and any document annexed hereto as referred to herein, the terms, conditions and provisions of this Deed shall prevail.

1.2.11 Where any approval, consent, agreement or the like is required to be given pursuant to the terms of this Deed it shall be in writing and no party shall unreasonably withhold or delay any such approval, consent, agreement or the like provided that nothing herein shall fetter the statutory rights, powers or duties of the Local Planning Authority.

1.2.12 This Deed, any document entered into under it and any matter arising from it are to be governed by and interpreted in accordance with English law. The parties agree to submit to the exclusive jurisdiction of the English courts in relation to this Deed and any such document or matter.

## **2. LEGAL BASIS**

2.1 This Deed is made pursuant to section 106 of the 1990 Act and the obligations herein constitute planning obligations for the purposes of the 1990 Act enforceable by the Corporation as the Local Planning Authority.

2.2 It is agreed that the Owner enters this Deed with the effect of binding the Property.

## **3. PROVISIONS FOR RELEASE**

3.1 It is agreed that this Deed will determine and cease to have effect and its obligations be extinguished if the Planning Permission is quashed, cancelled, revoked or varied without consent or expires prior to Implementation except insofar as any obligation hereunder has been performed in whole or in part.

3.2 Upon reasonable request from the Owner and subject to payment of its reasonable and proper professional costs and charges, the Corporation will certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed and if so requested by the Owner will (as and if appropriate) execute a deed of release or partial release from the relevant provision(s) of this Deed and request that a note thereof will be registered on the Register of Local Land Charges.

#### **4. COVENANTS BY THE OWNER**

The Owner covenants with the Corporation to carry out and comply with the obligations on its part contained in schedules 1 and 2 to this Deed.

#### **5. PROVISIONS RELATING TO THE CORPORATION**

5.1 The Corporation covenants with the Owner to carry out and comply with its obligations contained in Schedule 3 to this Deed.

5.2 Nothing in this document in any way fetters the statutory rights, powers and duties of the Corporation as Local Planning Authority.

#### **6. SUCCESSORS IN TITLE**

6.1 The parties agree that this Deed will be binding upon the Property and will be enforceable against the Owner and (except as otherwise expressly stated in this Deed) its successors in title and those deriving title under it in respect of the Property and as provided in section 106(3) of the 1990 Act but in accordance with section 106(4) of the 1990 Act it is the intention of the parties that neither the Owner nor its successors in title nor those deriving title under it shall have any further liability under this Deed (but without prejudice to any rights of the Local Planning Authority in respect of any antecedent breach) in respect of any period during which the Owner or as the case may be any of its successors in title or those deriving title under it no longer have an interest in the Property.

6.2 The Development shall not be Occupied and no transfer of any interest in the Property by the Owner to the Affordable Housing Provider shall take place unless and until the Affordable Housing Provider has entered into a deed of adherence pursuant to Section 106 of the 1990 Act binding the interests and the future interests and estate of the Affordable Housing Provider in the Property so that the terms of this Deed apply to such interest or estate with full force and effect such deed of adherence being in a form reasonably acceptable to the Local Planning Authority.

#### **7. REGISTRATION**

It is agreed between the parties that this Deed will be registered as a Local Land Charge by the Local Planning Authority for the purposes of the Local Land Charges Act 1975.

**8. THIRD PARTY RIGHTS**

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**9. DISPUTE RESOLUTION**

In the event of any dispute or difference between the Owner and the Local Planning Authority or either of them arising out of this Deed (other than a dispute or difference relating to a question of law or in relation to the interpretation of this Deed) the Owner and the Local Planning Authority agree that the matter in dispute will on the application of either of the parties be referred to the Expert and it is further agreed that:

- 9.1 the determination of the Expert will be final and binding on the parties save in the case of manifest error;
- 9.2 the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert directs;
- 9.3 the Expert's costs will be borne in such proportions as he/she may direct failing which the parties will each bear their own costs of the reference and determination and the Expert's costs calculated by dividing the Expert's costs by the number of sides to the reference; and
- 9.4 the Expert may be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee will be appointed in the same manner as the Expert.

**10. VARIATIONS**

No variation to this Deed will be effective unless made by deed or pursuant to the determination of an application made under section 106A of the 1990 Act.

**11. SERVICE OF NOTICES**

All notices, requests, demands or other written communications to or upon the respective parties pursuant to this Deed will be deemed to have been properly given or made if despatched by first-class letter to the party to which such notice, request, demand or other written communication is to be given or made under this Deed and addressed as follows:

11.1 if to the Corporation, to the address set out above for the attention of the Chief Planning Officer; and

11.2 if to the Owner, to the address set out above marked for the attention of the Company Secretary or such other person as may be nominated in writing from time to time by the Owner or its successor in title.

**12. THE CORPORATION'S LEGAL AND OTHER PROFESSIONAL COSTS**

The Owner agrees that upon completion of this Deed it will pay the Corporation's reasonable professional costs properly incurred in the negotiation and completion of this Deed being, in particular, the costs of legal advice, valuation and cost consultancy and any costs reasonably and properly incurred in preparing or reviewing development appraisals including any VAT thereon and disbursements.

**13. VAT**

If VAT becomes payable on payments made under this Deed that VAT will be additional to the sums required, provided that the Owner will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Deed.

**14. INTEREST**

The Owner agrees that where any payment or part payment which the Owner is obliged to pay to the Local Planning Authority pursuant to this Deed is not paid on the date upon which the obligation falls due to be performed, then (but without prejudice to any other right of the Local Planning Authority) Interest calculated on a daily basis shall be paid by the Owner to the Local Planning Authority on and in addition to the outstanding balance of the payment from the date on which the payment or part payment became due to the actual receipt of the payment by the Local Planning Authority.

## SCHEDULE 1

### Site Specific Covenants

#### 1. IMPLEMENTATION

The Development shall not be Implemented unless and until an Implementation Notice has been served upon the Local Planning Authority and the period of at least seven (7) working days has elapsed following the service of the Implementation Notice provided that if Implementation does not thereafter take place on that date the Owner shall notify the Local Planning Authority in writing of that fact and of the anticipated revised Implementation Date and this procedure shall be repeated as often as necessary.

#### 2. STANDARD CHARGE

##### *General obligations*

2.1 The Owner will pay to the Local Planning Authority an amount up to the full amount of the Standard Charge for each Residential Unit within the Development in accordance with and subject to the provisions of this schedule 1 and schedule 2.

##### *Payments*

2.2 No building comprised in the Development shall be Implemented unless and until twenty-five per cent (25%) of the Discounted Standard Charge in respect of each Residential Unit comprised in that building has been paid by the Owner to the Local Planning Authority.

2.3 No Residential Units comprised in the Development shall be Occupied unless and until the unpaid balance of the Discounted Standard Charge in respect of that Residential Unit has been paid by the Owner to the Local Planning Authority.

2.4 The payment of any unpaid balance of the Discounted Standard Charge by the Owner to the Local Planning Authority will be made within twenty (20) Working Days of the end of each Quarter in relation to all Residential Units Occupied within that Quarter.

2.5 The Owner will pay to the Local Planning Authority any Deferred Standard Charge (calculated in accordance with schedule 2) within twenty (20) Working Days of the end of each calendar year in relation to all Open Market Units sold within that calendar year.

*Long stop date*

- 2.6 To the extent that payments have not already been made, the Owner shall pay the Discounted Standard Charge and the Deferred Standard Charge in relation to each of the Maximum Number of Residential Units on the 10<sup>th</sup> anniversary of Implementation of the Development.

*Maximum charge*

- 2.7 The sum of the Discounted Standard Charge and the Deferred Standard Charge in relation to any Residential Unit payable under this paragraph will never exceed the Standard Charge in relation to that Residential Unit.

*General*

- 2.8 The payment obligations set out at Paragraph 2.6 above are without prejudice to the payment obligations in Paragraphs 2.2, 2.3, 2.4 and 2.5 of this Schedule.
- 2.9 The payments set out at Paragraph 2.6 above shall be paid irrespective of whether the Residential Unit to which they relate has been Completed.
- 2.10 The sum of the Discounted Standard Charge and the Deferred Standard Charge in relation to any Residential Unit will never exceed the Standard Charge for that Residential Unit.
- 2.11 The Owner shall act in good faith in relation to the sale and rental of Residential Units and the disclosure of financial information with the objective of ensuring that if as a consequence of realising higher values whether as capital receipts or rents for Residential Units than had been anticipated they will make payments of additional amounts of the Standard Charge.
- 2.12 Other than with the approval of the Local Planning Authority at least 50% of the Open Market Units shall be sold freehold or on a long leasehold for a capital sum

*Security*

- 2.13 At any time after the Completion of eighty per cent 80% of the Residential Units the Local Planning Authority may issue a Request for Security Confirmation from the Owner.

- 2.14 A Security Confirmation must be provided by the Owner within twenty-eight (28) days of a Request for Security Confirmation.
- 2.15 If following receipt of a Security Confirmation the Local Planning Authority is not reasonably satisfied that the Owner will be able to pay the Discounted Standard Charges or Deferred Standard Charges required when they fall due in accordance with this Deed it shall be entitled to serve a Security Notice on the Owner.
- 2.16 Unless there is a dispute which shall be resolved using Dispute Resolution in accordance with clause 9 of this Deed the Owner shall provide Security to the Local Planning Authority within twenty-eight (28) days of the date of the Security Notice.
- 2.17 Subject to Paragraph 2.16 above if the Owner fails to provide Security within twenty-eight (28) days of the date of the Security Notice there shall be a deemed default of the longstop provisions contained in Paragraph 2.6 of this schedule and the Local Planning Authority may commence enforcement proceedings as it sees fit to secure the provision of Security and/or recover the Discounted Standard Charge and the Deferred Standard Charge at the rate last charged in relation to the Maximum Number of Residential Units and shall be entitled to prevent further development taking place on the Property until such time as the Security has been provided or the Discounted Standard Charge has been recovered.

*Environmental parameters*

- 2.18 No more than two hundred and sixty (260) Residential Units shall be built within the Property pursuant to the Planning Permission, being the Maximum Number of Residential Units.

*Enforceability*

- 2.19 The obligations contained in this Paragraph 2 of this Schedule 1 shall not be enforceable against any individual Occupier of a particular unit or units within the Development.

### **3. OFF-SITE AFFORDABLE HOUSING CONTRIBUTION**

- 3.1 No building comprised within the Development shall be Implemented unless and until the First Off-site Affordable Housing Contribution has been paid by the Owner to the Local Planning Authority.
- 3.2 No more than ninety (90) of the Residential Units comprised in the Development shall be Occupied unless and until the Second Off-site Affordable Housing Contribution has been paid by the Owner to the Local Planning Authority.
- 3.3 No more than one hundred and eighty (180) of the Residential Units comprised in the Development shall be Occupied unless and until the Third Off-site Affordable Housing Contribution has been paid by the Owner to the Local Planning Authority.
- 3.4 No more than two hundred and twenty (220) of the Residential Units comprised in the Development shall be Occupied unless and until the Fourth Off-site Affordable Housing Contribution has been paid by the Owner to the Local Planning Authority.
- 3.5 To the extent that payments have not already been made in accordance with this Paragraph 3, the Owner shall pay the Off-site Affordable Housing Contribution on the tenth (10<sup>th</sup>) anniversary of Implementation of the Development.
- 3.6 The obligations contained in Paragraphs 3.1, 3.2, 3.3 and 3.4 of this Schedule 1 shall not be enforceable against any individual Occupier of a particular unit or units within the Development.

### **4. AFFORDABLE HOUSING**

- 4.1 The Owner shall not Implement the Development unless and until:
  - 4.1.1 the Owner has submitted the Affordable Housing Scheme to the Local Planning Authority for its approval; and
  - 4.1.2 the Owner has provided to the Local Planning Authority evidence that the Council (in its capacity as housing authority) has approved the said Affordable Housing Scheme; and
  - 4.1.3 the Local Planning Authority has given its approval in writing to the Affordable Housing Scheme thereto.



- 4.2 The Affordable Housing Scheme shall include:
- 4.2.1 details of the numbers, type, mix, tenure, price and rents of the Affordable Housing Units;
  - 4.2.2 details of the positioning of the Affordable Housing Units;
  - 4.2.3 details of the approach that will be adopted to the calculation of Service Charges and the steps that have been taken and will be taken to keep them as low as reasonably practicable; and
  - 4.2.4 details of the position (location and boundaries) of the Affordable Housing Premises which shall be the subject of a Long Lease to an Affordable Housing Provider.
- 4.3 The Affordable Housing Units shall be constructed in accordance with the approved Affordable Housing Scheme and to the standard as published from time to time by the Housing Corporation setting out quality requirements for Registered Social Landlord housing units.
- 4.4 The Owner shall, subject to the provisions of Paragraph 4.5 of this Schedule:
- 4.4.1 provide a minimum of 13.85% of the Residential Units in the Development as Affordable Housing Units, which equates to thirty-six (36) Affordable Housing Units;
  - 4.4.2 not Occupy more than 25% of the Open Market Units unless and until the Affordable Housing Units have been provided and Completed;
- 4.5 The Owner shall not Occupy the Development pursuant to the Planning Permission unless and until:
- 4.5.1 the Affordable Housing Units and the Affordable Housing Premises have been Disposed of by way of a Long Lease to one or more Affordable Housing Providers on such terms as the Council (in its capacity as housing authority) may reasonably require; and
  - 4.5.2 the Local Planning Authority has given its approval in writing that the obligations in this Paragraph 4.5 have been satisfactorily discharged.

- 4.6 The Affordable Housing Units shall not be Occupied for any purpose other than Affordable Housing of the tenure type for which they are required to be provided save that the obligations in this Paragraph 4:
- 4.6.1 will not bind any mortgagee of an Affordable Housing Provider or any mortgagee of an Occupier of an Affordable Housing Unit or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities for the purpose of providing the Affordable Housing nor will the obligations be binding on any purchaser from such person;
- 4.6.2 will cease to apply in respect of any Shared Ownership Unit or Shared Equity Unit where the tenant has staircased to one hundred per cent (100%) of the equity in such unit.
- 4.7 Any Disposal of the Affordable Housing Units and the Affordable Housing Premises to one or more Affordable Housing Provider will be conditional upon the Affordable Housing Provider entering into the Nominations Agreement with the Council (substantially in the form of the Council's standard nominations agreement as attached to this Deed at Appendix 5 or such other form as the Council may reasonably require) in respect of the Affordable Housing Units.
- 4.8 No leasehold or tenancy interest shall be granted in respect of any Affordable Housing Unit other than to the Affordable Housing Provider unless it is to a household which, at the time that the interest is granted, is in need of Affordable Housing in the area administered by the Council (in its capacity as a housing authority) and which meets the criteria and objectives for being in need of Affordable Housing as set by the Council.
- 4.9 The Owner will keep the Local Planning Authority fully informed as to progress with construction of the Development and with the provision of Affordable Housing Units and will report to the Local Planning Authority within twenty (20) Working Days of the end of each Quarter of the occurrence of each of the following events within the preceding Quarter:
- 4.9.1 the date of Completion of Affordable Housing Units; and
- 4.9.2 the date of any Disposal of Affordable Housing Units.

4.10 The Owner will:

4.10.1 procure that in the lease or other form of ownership of each Affordable Housing Unit there will be:

4.10.1.1 an obligation on the tenant that upon the first registration of title a restriction on such title will be noted precluding disposal of the interest in question other than in accordance with this Deed; and

4.10.1.2 a prohibition on sub-letting or underletting;

4.10.2 at the request of the Local Planning Authority enforce the terms of any such lease or conditions of other form of land ownership.

4.11 Where the tenant of a Shared Ownership Unit wishes to sell his equity share in a Shared Ownership Unit the tenant shall comply with the relevant provisions contained in its lease which, for clarification, shall include a provision that the tenant must notify the Affordable Housing Provider or its nominee a period of not less than six (6) weeks of its intention to purchase the equity share at open market value.

4.12 The Owner will provide the Local Planning Authority and the Council with a written report every twelve (12) months:

4.12.1 identifying the equity share held in each Shared Ownership Unit and each Shared Equity Unit by the lessee of each such unit;

4.12.2 giving details of all proceeds received, including those received during the period covered by the return;

4.12.3 stating the date of receipt of such proceeds;

4.12.4 identifying the interest earned on such proceeds; and

4.12.5 specifying the amount available for recycling,

and the first of such reports will be provided to the Local Planning Authority within twenty-four (24) months of the date of first Occupation of the first Shared Ownership Unit or Shared Equity Unit to be Occupied with further reports being provided no later than the date at the end of each 12-month period thereafter.

- 4.13 The Owner shall not make a first disposal of any of the Intermediate Affordable Housing Units unless and until any such Intermediate Affordable Housing Unit is sold on a Long Lease for a peppercorn rent.
- 4.14 The Owner covenants that it will impose a covenant on the Affordable Housing Provider that the Affordable Housing Provider shall not use the proceeds received from the sale or part sale of equity in respect of an Intermediate Affordable Housing Unit except to finance the provision of further Affordable Housing within the London Borough of Newham.
- 4.15 The Owner covenants with the Local Planning Authority to use all reasonable endeavours (including in the design and construction of the Affordable Housing Units) to keep the Service Charge as low as reasonably practicable.
- 4.16 The Owner covenants with the Local Planning Authority to work with the Local Planning Authority and any Affordable Housing Provider on an ongoing basis (and if reasonably required to do so to meet with the Local Planning Authority and any Affordable Housing Provider every twelve (12) months following the date of first Occupation of the Development or at such intervals which may be agreed) in order to ensure that the Service Charges remain as low as reasonably practicable and further that it will provide to the Local Planning Authority copies of its Service Charge accounts for the Local Planning Authority's information every twelve (12) months.
- 4.17 The Owner covenants with the Local Planning Authority that the Service Charge shall not be increased more than once a year and any such increase shall only be by way of index-linking on the basis of the Rent Inflation Guidelines, save as otherwise approved in writing by the Local Planning Authority.

## **5. FOOTWAY WORKS**

- 5.1 The Owner shall not Occupy the Development pursuant to the Planning Permission unless and until:
- 5.1.1 the Owner has submitted to the Local Planning Authority the Footway Works Scheme for its approval; and
- 5.1.2 the Owner has provided to the Local Planning Authority evidence that it has entered into the Section 278 Agreement with the Council (in its capacity as

highway authority) in respect of the Footway Works and the Council has approved the said Footway Works Scheme; and

5.1.3 the Local Planning Authority has given its approval in writing to the Footway Works Scheme thereto.

5.2 The Owner shall carry out or procure the carrying out of the Footway Works in accordance with the approved Footway Works Scheme and the Section 278 Agreement provided that the Owner shall obtain any consents and/or orders and/or enter into any agreements as the Local Planning Authority and/or Council may reasonably determine to be necessary to enable the Footway Works to be carried out.

5.3 The Owner shall not Occupy the Development unless and until the Footway Works have been Completed in accordance with the Footways Works Scheme to the reasonable satisfaction of the Local Planning Authority.

5.4 The Owner will indemnify the Local Planning Authority from and against any claims, demands or liability arising out of the Footway Works including any claims made by statutory undertakers or other bodies in relation to services.

## **6. GREEN TRAVEL PLAN**

6.1 The Owner shall not Occupy the Development pursuant to the Planning Permission unless and until:

6.1.1 it has submitted the Green Travel Plan to the Local Planning Authority for its approval; and

6.1.2 the Local Planning Authority has given its approval to the Green Travel Plan.

6.2 The Green Travel Plan shall include:

6.2.1 targets for reducing the number of commuting trips that are projected to be made to and from the Development by private car and in particular the number of single occupancy trips;

- 6.2.2 details of the measures to be introduced to realise these targets and which may include (inter alia):
  - 6.2.2.1 car sharing (for example, identifying car sharing opportunities using a site-wide database, separate car parking spaces for car sharers and a campaign to promote car sharing);
  - 6.2.2.2 pool bicycles;
  - 6.2.2.3 shower and changing facilities, including lockers and drying space;
  - 6.2.2.4 a bicycle users' group;
  - 6.2.2.5 management practices, including cycle mileage allowances and interest-free loans for cycle purchase and bus tickets;
  - 6.2.2.6 other reasonable measures consistent with the objectives of reducing travel to and from the Development by private car;
- 6.2.3 a programme for implementation of the Green Travel Plan; and
- 6.2.4 a methodology and a programme for monitoring and reviewing the Green Travel Plan in relation to the targets set out therein.
- 6.3 The Owner shall implement the approved Green Travel Plan in accordance with the programme contained therein.
- 6.4 Unless the Local Planning Authority shall otherwise agree in writing:
  - 6.4.1 Between 1 March and 28 April of each year following the first Occupation of the Development, the Owner shall submit to the Local Planning Authority for its approval a report analysing the effectiveness of the measures implemented pursuant to the approved Green Travel Plan and setting out details of the new measures and initiatives to be implemented in order to improve the effectiveness of the Green Travel Plan in relation to the targets contained therein ("**Annual Green Travel Report**");
  - 6.4.2 The Owner shall implement the new measures and initiatives contained within the Annual Green Travel Report upon receiving approval thereto from the Local Planning Authority;

- 6.4.3 The obligation contained in Paragraph 6.5 of this Schedule 1 shall apply in relation to the new measures and initiatives contained in the approved Annual Green Travel Report.
- 6.5 Except as otherwise agreed in writing by the Local Planning Authority, the Owner shall not Occupy the Development pursuant to the Planning Permission other than in accordance with the approved Green Travel Plan or any approved revisions thereof.
- 6.6 Unless an Occupier is the holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970, no Occupier shall apply for a permit to park a vehicle within the London Borough of Newham (including the Stratford Controlled Parking Zone) unless otherwise approved by the Local Planning Authority.
- 6.7 On any Occupation or disposal and/or letting of a Residential Unit within the Development the Owner shall ensure that all materials published by itself or its agents and any agreements entered into for the purpose of selling or letting residential units within the Development:
- 6.7.1 inform all prospective purchasers or tenants (as the case may be) of the restrictions relating to car parking pursuant to this Deed;
- 6.7.2 impose covenants prohibiting the Occupiers from applying for and being granted a Residents Parking Permit (unless the Occupier is a holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) unless otherwise approved by the Local Planning Authority; and
- 6.7.3 impose covenants prohibiting the purchase of a contract to park within any car park owned or controlled by the local highway authority.
- 6.8 The Owner agrees that upon request it will pay the Council's reasonable costs properly incurred in the amendment of any road traffic order under the Road Traffic Regulation Act 1984 required as a result of any of the provisions in this Paragraph 6 of Schedule 1 in so far as they relate to the Occupation of the Development.

**7. CAR CLUB**

7.1 The Owner shall not Occupy the Development unless and until:

7.1.1 the Car Club Scheme has been submitted to the Local Planning Authority for its approval; and

7.1.2 the Local Planning Authority has given its approval in writing thereto.

7.2 The Owner shall not Occupy the Development unless and until it has:

7.2.1 established the Car Club;

7.2.2 allocated the two (2) Car Parking Spaces in the Property to be used for the purposes of the Car Club; and

7.3 Upon first Occupation of any Residential Unit within the Development the Owner shall:

7.3.1 on request by an Occupier pay the charge for membership of the Car Club for the first year of Occupation by the Occupier; and

7.3.2 give written notice to the Occupiers prior to their Occupation that they are entitled to have their first year's membership paid by the Owner.

7.4 For the avoidance of doubt the charge for membership need only be paid by the Owner on request by an Occupier upon first Occupation of the Residential Units of the Development and shall not include subsequent relets or resales.

7.5 The Owner will ensure that:

7.5.1 the Car Club remains in operation at the Development until such time as the Local Planning Authority may otherwise agree in writing; and

7.5.2 the Car Parking Spaces remain in existence at the Development for so long as the Car Club is in operation and such car parking spaces shall not be used for any other purpose except for use by the Car Club.

7.6 The Owner and Developer shall not Occupy the Development otherwise in accordance with the Car Club Scheme except as otherwise agreed in writing by the Local Planning Authority.



**8. LOCAL LABOUR, CONTRACTORS AND GOODS AND SERVICES**

8.1 The Owner shall not Implement the Development unless and until:

8.1.1 the Local Commitment Scheme has been submitted to the Local Planning Authority for its approval; and

8.1.2 the Local Planning Authority has given its approval in writing thereto.

8.2 In preparing the Local Commitment Scheme the Owner shall consult with the Partner Agencies.

8.3 The Local Commitment Scheme shall require or contain so far as is reasonably practicable (as the case may be):

8.3.1 that the Owner shall provide details of its initial staff/employment requirements to the Partner Agencies in order to provide the Partner Agencies with an opportunity to refer suitable candidates to the Owner to fulfil such staff/employment requirements before undertaking any other advertisements of any such requirement;

8.3.2 that the Owner shall establish suitable training procedures for those recruited to fulfil staff/employment requirements;

8.3.3 that the Owner shall notify any of its staff/employment vacancies to the Partner Agencies in order to provide the Partner Agencies with an opportunity to refer suitable candidates to the Owner to fulfil such vacancies before undertaking any other advertisements of any such requirement;

8.3.4 a procedure setting out criteria for initial screening of candidates for employment, and for matching of candidates to the vacancies;

8.3.5 a procedure to ensure the use of local goods and services where they are reasonably available;

8.3.6 promotion of the Local Commitment Scheme and liaison with contractors engaged in the construction of the Development to encourage them also to apply the Local Commitment Scheme;

- 8.3.7 a procedure for monitoring of the Local Commitment Scheme and reporting to the Partner Agencies, which shall set out such detail as the Local Planning Authority may require as to the origins, qualifications, numbers and other details of candidates;
- 8.3.8 a timetable for the implementation of the Local Commitment Scheme;
- 8.4 The Owner shall implement the Local Commitment Scheme in accordance with the timetable contained within the approved Local Commitment Scheme provided that the Owner may from time to time seek approval for revisions of the Local Commitment Scheme from the Local Planning Authority.
- 8.5 The Owner shall appoint and identify to the Partner Agencies and the Local Planning Authority an employment liaison officer who shall be responsible for implementation of the Local Commitment Scheme or such approved revisions thereof and shall be the principal point of contact for the Partner Agencies.
- 8.6 The Owner shall use reasonable endeavours to procure that the contractors engaged in the construction of the Development interview and, if appropriate, recruit suitably qualified applicants put forward by the Partner Agencies.
- 8.7 The Owner shall provide such other assistance as the Partner Agencies shall from time to time reasonably consider appropriate to support the Local Commitment Scheme or such approved revisions thereof.
- 8.8 The Owner shall not Implement and construct the Development pursuant to the Planning Permission and/or Occupy following Completion of the Development pursuant to the Planning Permission except in accordance with the approved Local Commitment Scheme or such approved revisions thereof and FOR THE AVOIDANCE OF DOUBT, the requirement to comply with the terms of the approved Local Commitment Scheme relates only to staff/employment vacancies.

## **9. DETAILED DESIGN**

- 9.1 The Owner shall not Implement the Development unless and until:
- 9.1.1 the Detailed Design Scheme has been submitted to the Local Planning Authority for its approval; and

9.1.2 the Local Planning Authority has given its approval in writing thereto.

9.2 The Detailed Design Scheme shall include:

9.2.1 the identity of the architect and/or designer responsible for the design of the Development; and

9.2.2 the details of the external appearance of the building within the Development.

9.3 The Owner shall not Occupy the Development unless the construction of the Development has been carried out in accordance with the approved Detailed Design Scheme or such revisions as approved in writing by the Local Planning Authority.

## SCHEDULE 2

### Deferred Standard Charge

The Realised Average Sales Value shall be determined using the following process:

1. The Owner shall disclose to the Local Planning Authority within twenty (20) Working Days of the end of each calendar year until the Completion of the Development all relevant financial information including records from the Valuation Office and Land Registry relating to the Realised Sales Values achieved for sales of all Open Market Units within the Development in the preceding calendar year that the Local Planning Authority shall require.
2. The Local Planning Authority will apply the following calculation to assess the Realised Average Sales Value:
  - 2.1 divide the Realised Sales Value of each Open Market Unit sold within the preceding calendar year by the total floor space of that Open Market Unit to obtain the average sales value per square metre for that unit;
  - 2.2 add the average sales values per square metre for each of the Open Market Units sold within the preceding calendar year;
  - 2.3 divide this figure by the total number of Open Market Units sold in the preceding calendar year to get the Realised Average Sales Value.
3. The Deferred Standard Charge payable by the Owner will be determined as set out in the table below:

<b>Realised Average Sales Values in the preceding calendar year in respect of an Open Market Unit</b>	<b>Deferred Standard Charge payable for each Residential Unit Sold in the preceding calendar year</b>
£5,726 per square metre to £5,984.99 per square metre	£4,000
£5,985 per square metre to £6,479.99 per square metre	£8,000
£6,480 per square metre or above	£15,100

In the right-hand column of the above table references to a Residential Unit being "Sold" are:

- 3.1 in the case of an Open Market Unit, to the completion of the sale of that Open Market Unit; and
- 3.2 in the case of any other Residential Unit the earlier of the date upon which that Residential Unit is Occupied or upon which the transfer or Long Lease of that Residential Unit to an Affordable Housing Provider is completed.

## SCHEDULE 3

### Corporation's Obligations

#### 1. APPLICATION OF STANDARD CHARGE

1.1 The Corporation shall use reasonable endeavours to secure the provision of the infrastructure in relation to which the Standard Charges are being paid in accordance with the Public Sector Investment Plan;

1.2 The Corporation shall procure that the Standard Charge will only be applied towards the provision of infrastructure in accordance with the Public Sector Investment Plan;

#### 2. DISCHARGE OF CONDITIONS

Upon the reasonable request of the Owner and subject to the payment of its reasonable and proper costs and charges, the Corporation will confirm in writing that any one or more of the conditions attached to the Planning Permission have been complied with (where appropriate).

**SCHEDULE 4**

**Public Sector Investment Plan**

# **Annex B - Public Sector Investment Plan**

## **Lower Lea Valley - delivering the vision**

- key elements of LTGDC's CSR '07 submission to Government (November 2006)

**June 2007**



This document sets out the estimated requirements for public sector investment in physical regeneration projects (housing and commercial development) PLUS 'infrastructure' defined as transport, social and environmental infrastructure. All based on estimates developed by LTGDC and its partners which has since formed the basis of its submission to DCLG as part of the Comprehensive Spending Review (CSR '07). Key assumptions include:

- i) Excludes costs of Olympic Park and all on and off-site transport and environmental improvement costs
- ii) Estimates of Housing Corporation (SHG) investment requirements not included in this summary.
- iii) Costs as at December 2005
- iv) Estimate of s.106 revenues is based on LTGDC's internal forecasts of housing completions and the application of its draft s.106 policy.
- v) LTGDC costs of major physical projects in Canning Town and Bromley by Bow that involve land assembly prior to involvement of a developer

**Lower Lea Valley headline costs (£ millions at Dec. 2005 prices)**

Notes

<b>LTGDC led projects:</b>	
- Canning Town	96.5
- Olympic fringe	145.7
- Bromley by Bow	68.1
- Lower Lea Park	136.1
<b>Sub-total (gross costs)</b>	<b>446.3</b>
of which 'infrastructure' comprises:	
- Linear Park	68.7
- Connections (road and river crossings)	56.6
- Road corridor improvements	17.0
- Prescott Channel water impoundment	18.5
Sub total ('infrastructure')	<b>160.8</b>

<b>Other requirements:</b>	
Transport	59.7

<b>Social infrastructure</b>			
- Education	Land	Bldgs	Total
- Health	216.8	160.3	377.1
- Community	12.4	53.4	65.8
- Emergency services	3.6	25.3	28.9
		8.7	8.7
			<b>480.4</b>

<b>Forecast s.106 funding contributions</b>	2	480.4
		(121.4)

<b>Total costs (excl. SHG)</b>	<b>865.0</b>
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**Lower Lea Valley Investment Plan**

Summary - Public sector investment plan (by funder) - excl. Stratford City and Olympic Zone (SC and OZ)

	Yr.1 2008/7	Yr.2 2007/8	Yr.3 2008/9	Yr.4 2009/10	Yr.5 2010/11	Yr.6 2011/12	Yr.7 2012/13	Yr.8 2013/14	Yr.9 2014/5	Total End FY14/15
<b>1. LTGDC led projects</b>										
Canning Town	12,333	15,792	11,994	23,519	20,280	8,000	-	4,594	-	96,492
Olympic Fringe	-	715	17,080	34,467	27,140	34,200	23,900	8,200	-	145,702
Bromley By Bow	30	695	34,055	22,594	4,448	6,240	-	-	-	68,052
Lower Lea Valley Park	1,300	4,112	11,448	32,265	33,020	25,300	17,400	5,242	5,000	136,087
Sub total Gross	13,663	21,313	74,578	112,834	84,868	73,740	41,300	19,036	5,000	446,332
Receipts	-	2,047	-	2,000	13,000	62,500	27,500	15,000	15,000	132,047
Sub total Net	13,663	19,267	74,578	110,834	71,868	21,240	13,800	4,036	(10,000)	(5,000) 314,285
<b>of which 'infrastructure' comprises:</b>										
- Linear Park	800	800	6,600	21,000	18,400	8,000	6,900	6,000	6,000	68,700
- Connections (road and river crossings)	100	1,820	3,800	9,700	14,400	17,200	5,000	4,540	-	56,660
- Road corridor improvements	330	330	6,710	2,960	3,500	3,500	-	-	-	17,000
- Prescott Channel water impoundment	2,000	12,500	4,000	-	-	-	-	-	-	18,500
	2,100	15,450	21,110	33,660	36,300	28,700	11,900	10,540	6,000	(5,000) 160,760
<b>2. Other requirements:</b>										
<b>i) Transport (TfL)</b>										
-	-	236	11,464	25,983	15,772	2,263	1,864	1,245	640	59,717
<b>ii) Social infrastructure</b>										
<b>l) Land</b>										
- Education	-	-	21,558	36,541	12,121	35,675	9,437	-	-	115,933
- Health	-	1,822	1,482	1,568	1,825	1,587	1,473	995	424	11,197
- Community facilities	-	530	431	462	531	461	428	290	123	3,256
Sub-total	-	2,352	23,472	38,592	14,477	37,724	11,339	1,285	547	129,786
<b>ii) Buildings</b>										
- Education	-	-	-	13,835	33,526	8,874	26,760	4,961	4,961	92,916
- Health	-	7,839	6,377	6,834	7,852	6,828	6,339	4,283	1,823	49,116
- Community facilities	-	3,714	3,022	3,238	3,721	3,235	3,003	2,029	864	22,827
- Emergency services (police and fire)	-	-	-	2,500	2,500	1,850	1,850	-	-	8,700
Sub-total	-	11,553	9,399	26,408	47,589	20,787	37,952	11,273	7,647	172,818
<b>Total (social infrastructure)</b>										
-	-	13,905	32,871	64,999	63,076	58,511	49,291	12,558	8,194	307,405
<b>Total (all LLV)</b>	13,663	33,407	118,912	201,816	149,716	82,014	64,955	17,839	1,166	668,157
minus s.106 tariff revenue	-	295	2,196	4,355	10,132	15,503	15,292	18,388	15,560	61,740
<b>Total (all LLV) - post s.106 adjustment</b>	13,663	33,112	116,716	197,461	139,584	66,511	49,663	549	16,746	599,417

## Lower Lea Valley Investment Plan

TfL projects - (that are currently unfunded / uncommitted)

	Expenditure (000s)										
	Yr.1 2006/7	Yr.2 2007/8	Yr.3 2008/9	Yr.4 2009/10	Yr.5 2010/11	Yr.6 2011/12	Yr.7 2012/13	Yr.8 2013/14	Yr.9 2014/15	Yr.10+ 2015/16+	Total
1) Improvements to underground stations - Bromley by Bow - West Ham			10,000	10,000							20,000
2) DLR capacity upgrade between Polar and Stratford				14,000	14,000						28,000
3) North London Line - enhancement to services											
4) Bus network improvements	0	236	1,464	1,983	1,772	2,263	1,864	1,245	640	250	11,717
	-	236	11,464	25,983	15,772	2,263	1,864	1,245	640	250	59,717

### Notes:

- 1) Jubilee, District and Met. H&C capacity improvements are all funded
- 2) DLR Capacity improvements at Landigdon park (£7.5 million and extension to Stratford City - £211 million - funded).
- 3) Stratford railway Station improvements (£104 million - funded)
- 4) Crossrail not funded - cost = c £10 billion
- 5) Silvertown Link not funded and not costed.

## Lower Lea Valley Investment Plan

Primary Schools (incl. nursery spaces)

1 Form Entry (FE) = 210 Pupils, 2=420, 3 = 630 and 4 = 840)

All LLV	School location	Form Entries (FE)	Plot area (ha.)	Cost per ha.	Total	Expenditure (000s)										Total
						Yr.1 2006/7	Yr.2 2007/8	Yr.3 2008/9	Yr.4 2009/10	Yr.5 2010/11	Yr.6 2011/12	Yr.7 2012/13	Yr.8 2013/14	Yr.9 2014/15	Yr.10+ 2015/16+	
<b>1. Land</b>																
- Wider Stratford city area		4	1.64	7,400	12,121											
- Stratford		4	1.64	7,400	12,121											12,121
- Fish Island and Marshgate		4	1.64	7,400	12,121				12,121							12,121
- Bromley by Bow		2	1.28	7,400	9,437			9,437								12,121
- Three Mills		3	1.52	7,400	11,255						11,255					9,437
- West Ham		2	1.28	7,400	9,437											11,255
- Poplar Riverside		2	1.28	7,400	9,437											9,437
- Canning Town		2	1.28	7,400	9,437											9,437
- Newham Thameside East (1)		2	1.28	7,400	9,437											9,437
- Newham Thameside East (2)		4	1.64	7,400	12,121											12,121
- Location not specified		2	1.28	7,400	9,437											9,437
		31	14.45		106,926			21,558	12,121	12,121	11,255	9,437			40,433	106,926
<b>2. Buildings</b>																
	School location	Form Entries (FE)	Building area (sq.m.)	Cost per sq.m.	Total											
- Wider Stratford city area		4	4,671	1.90	8,874											8,874
- Stratford		4	4,671	1.90	8,874				8,874							8,874
- Fish Island and Marshgate		4	4,671	1.90	8,874					8,874						8,874
- Bromley by Bow		2	2,480	2.00	4,961											8,874
- Three Mills		3	3,720	1.90	7,069											4,961
- West Ham		2	2,480	2.00	4,961											7,069
- Poplar Riverside		2	2,480	2.00	4,961											4,961
- Canning Town		2	2,480	2.00	4,961											4,961
- Newham Thameside East (1)		2	2,140	2.00	4,280											4,280
- Newham Thameside East (2)		4	4,671	1.90	8,874											8,874
- Location not specified		2	2,480	2.00	4,961											4,961
		31	36,945		71,649				13,835	13,835	8,874	7,069	4,961	4,961	18,115	71,649
<b>Sub-total (primary schools incl. nurseries)</b>								21,558	25,956	25,956	20,130	16,506	4,961	4,961	58,548	178,575

### Notes:

- School plot sizes and land costs based on LTG SIF (in turn based on Valuation Office Report 2006)
- Building costs - LTG SIF - EDAW / Gardiner and Theobald - note F&G are 25% extra - CHECK
- 28 FE in the DIS figures. 31 used in the LLV SIF (may 06)
- Nurseries assumed to be incorporated within each Primary School. To take account of this the 'land take' has been increased by 17% and the building size by 15.9%. The impact on cost is to increase land cost by £15.3 million and buildings by £19.3 million.
- Source of funding of social infrastructure (usually as part of a wider scheme)



Lower Lea Valley Investment Plan

Education summary

	Yr.1 2006/7	Yr.2 2007/8	Yr.3 2008/9	Yr.4 2009/10	Yr.5 2010/11	Yr.6 2011/12	Yr.7 2012/13	Yr.8 2013/14	Yr.9 2014/15+	Yr.10 2015/16+	Total
Public sector expenditure (000s)											
Land	-	-	-	-	-	-	-	-	-	-	-
- Primary schools	-	-	21,558	12,121	12,121	11,255	9,437	-	-	40,433	106,926
- Secondary schools	-	-	-	24,420	-	24,420	-	-	-	61,050	109,890
Sub-total	-	-	21,558	36,541	12,121	35,675	9,437	-	-	101,483	216,816
Buildings	-	-	-	-	-	-	-	-	-	-	-
- Primary schools	-	-	-	13,835	13,835	8,874	7,059	4,961	4,961	18,115	71,649
- Secondary schools	-	-	-	-	19,691	-	19,691	-	-	49,228	88,610
Sub-total	-	-	-	13,835	33,526	8,874	26,750	4,961	4,961	67,343	160,259
Total costs (all LLV)	-	-	21,558	50,376	45,647	44,550	36,197	4,961	4,961	168,826	377,075

Lower Lea Valley Investment Plan

Health: (GP plus acute plus mental health care services)

All LLY costs	Public sector expenditure (000s)											
	Yr.1 2006/7	Yr.2 2007/8	Yr.3 2008/9	Yr.4 2009/10	Yr.5 2010/11	Yr.6 2011/12	Yr.7 2012/13	Yr.8 2013/14	Yr.9 2014/15+	Yr.10 2015/16+	Total	
<b>1. Land (based on 2 storey @ 40% plot ratio)</b>												
	No.	Plot area	Cost per sq.m.	Total								
Leyton	2	0.063	7,400	463								463
Wider Stratford City	4	0.144	7,400	1,064	463							1,064
Stratford	12	0.313	7,400	2,313								2,313
Fish Island	4	0.144	7,400	1,064								1,064
Bromley by Bow	3	0.125	7,400	925								925
Three Mills	10	0.260	7,400	1,927								1,927
West Ham	2	0.063	7,400	463					463			463
Poplar Riverside	5	0.158	7,400	1,156								1,156
Canning Town	10	0.313	7,400	2,313				463				2,313
Thameside West	3	0.125	7,400	925				1,156				2,313
Sub-total	57	1.177	7,400	13,073	1,482	1,587	1,473	995	424	1,207		12,404
<b>2. Buildings</b>												
	No.	Useful space	Building area	Cost per sq.m.	Total							
Leyton	2	250	500	275	1,375							1,375
Wider Stratford City	4	288	1,150	275	3,163	1,375						3,163
Stratford	12	288	2,500	275	6,875							6,875
Fish Island	4	288	1,150	275	3,163							3,163
Bromley by Bow	3	333	1,000	275	2,750							2,750
Three Mills	10	208	2,083	275	5,729							5,729
West Ham	2	250	500	275	1,375							1,375
Poplar Riverside	5	250	1,250	275	3,438	3,438						3,438
Canning Town	2	250	500	275	1,375							1,375
Thameside West	3	333	1,000	275	2,750							2,750
Sub-total	57	2,508	14,133	275	39,867	4,406	4,718	4,380	1,260	3,588		36,875
<b>Plus</b>												
(All buildings)												
- Acute and Mental Healthcare facility costing					13,993							13,993
- Mental health beds build and land costs					3,391							3,391
Sub-total					17,384							17,384
Total Health costs:-					13,073							13,073
- Land					58,261							58,261
Buildings					68,324							68,324
Total					71,335							71,335
					7,859	8,423	6,617	7,812	2,247	1,820	5,194	63,959
					8,423	9,677	8,414	7,812	2,247	1,820	5,194	63,959
					8,423	9,677	8,414	7,812	2,247	1,820	5,194	63,959
					8,423	9,677	8,414	7,812	2,247	1,820	5,194	63,959



Lower Lea Valley Investment Plan

Community space

	No.	Plot area (ha)	Cost (£/sq. ft.)	Total	Public sector expenditure (000s)										Total	
					Yr.1 2016/7	Yr.2 2017/8	Yr.3 2018/9	Yr.4 2019/20	Yr.5 2020/21	Yr.6 2021/22	Yr.7 2022/23	Yr.8 2023/24	Yr.9 2024/25	Yr.10 2025/26		
<b>1. Land (based on 1 storey @ 40% plot ratio)</b>																
Leyton	1	0.002	7,400	15												
Wider Stratford City	1	0.122	7,400	900												
Huckney Wick	1	0.006	7,400	44						600						
Stratford	1	0.045	7,400	333						44						
Fish Island	1	0.035	7,400	265												
Bromley by Bow	1	0.034	7,400	249						266						
Three Mills	1	0.019	7,400	142												
West Ham	1	0.046	7,400	340												
Cozy Road	1	0.046	7,400	340												
Poplar Riverside	1	0.024	7,400	178												
Canning Town	1	0.076	7,400	562												
Blackwall and Leamouth	1	0.032	7,400	237												
Thameside West	1	0.028	7,400	185												
<b>Grands total</b>	<b>13</b>	<b>0.51</b>	<b>3,802</b>	<b>3,802</b>	<b>550</b>	<b>431</b>	<b>462</b>	<b>461</b>	<b>428</b>	<b>230</b>	<b>123</b>	<b>351</b>	<b>2,689</b>	<b>2,689</b>	<b>3,697</b>	<b>3,697</b>
<b>2. Buildings</b>																
Leyton	1	50	2,08	1,040												
Wider Stratford City	1	3,040	2,08	6,308												
Huckney Wick	1	150	2,08	311												
Stratford	1	1,125	2,08	2,334												
Fish Island	1	900	2,08	1,863												
Bromley by Bow	1	840	2,08	1,743												
Three Mills	1	480	2,08	996												
West Ham	1	1,150	2,08	2,386												
Cozy Road	1	800	2,08	1,664												
Poplar Riverside	1	1,900	2,08	3,952												
Canning Town	1	800	2,08	1,664												
Blackwall and Leamouth	1	800	2,08	1,664												
Thameside West	1	580	2,08	1,206												
Sub-totals	<b>13</b>	<b>12,845</b>	<b>2,08</b>	<b>26,835</b>	<b>3,714</b>	<b>3,022</b>	<b>3,238</b>	<b>3,721</b>	<b>3,003</b>	<b>2,029</b>	<b>864</b>	<b>2,481</b>	<b>25,288</b>	<b>25,288</b>	<b>28,095</b>	<b>28,095</b>

Lower Lea Valley Investment Plan

Emergency services

Workings:

EDAW LTS SIF

Police: LTS SIF refers to share of £14 million facility (c. one third of total)

5,000

Fire: LTS SIF refers to a £3.7 million requirement in Zone 2 share of £14

3,700

Cost c/f to summary

8,700

Yr.1 2006/7	Yr.2 2007/8	Yr.3 2008/9	Yr.4 2009/10	Yr.5 2010/11	Public sector expenditure (000s)						Total
					Yr.6 2011/12	Yr.7 2012/13	Yr.8 2013/14	Yr.9 2014/5	Yr.10+ 2015/16+		
			2,500	2,500	1,850	1,850					5,000
			2,500	2,500	1,850	1,850					3,700
			2,500	2,500	1,850	1,850					8,700

Lower Lea Valley Investment Plan

Estimated revenue yield from s.106 contributions

	Yr.1 20087	Yr.2 20078	Yr.3 20069	Yr.4 20060	Yr.5 20051	Yr.6 20042	Yr.7 20033	Yr.8 20024	Yr.9 20015	Yr.10 20006	Yr.11 19997	Yr.12 19908	Yr.13 18919	Total
Estimated tariffable housing supply	14,084	235	1,464	1,983	1,772	2,263	1,864	1,244	840	250	2,307	-	-	14,024
AU 'tariffable' units (as per LTGDC supply forecast)	10.0	10	10	10	10	10	10	10	10	10	10	-	-	14,024
Tarif per unit (£000)														
Maximum yield assuming 100% recovery	140,240	2,350	14,640	19,830	17,720	22,630	18,640	12,450	8,400	2,500	23,070	-	-	140,240
Actual yield														
- Tranche 1:														
- 25% payable on grant of implementable consent - 100% recovery	25%	590	3,660	4,958	4,430	5,658	4,660	3,113	1,500	625	5,768	-	-	35,060
- Estimated yield factor (% of £10k per dwelling collected)		50%	60%	70%	80%	100%	100%	100%	100%	100%	100%	-	-	100%
- Tranche 2:														
- 75% on completion (on avo. 2 years after Tranche 1) - 100% recovery	75%	295	2,186	3,470	3,544	5,092	4,660	3,113	1,500	625	5,768	-	-	30,382
- Estimated yield factor (% of £10k per dwelling collected)		-	-	1,770	10,880	14,873	13,250	16,973	11,990	9,338	4,800	1,875	17,303	105,180
Forecast revenue														
Total (£000)														
		295	2,186	4,355	10,132	18,503	15,282	19,338	15,247	9,963	10,568	1,875	17,303	121,448
Total cumulative (£000)		295	2,481	6,846	16,978	32,481	47,773	66,181	81,711	91,703	102,271	104,146	121,448	121,448

Notes:- As per discussions with John Allen, Director of Planning, LTGDC in the light of the proposed s.106 strategy and estimates of housing delivery as per HousingSupplyForecastv25.xls

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is delivered on the date first above written.

THE COMMON SEAL of )  
LONDON THAMES GATEWAY )  
DEVELOPMENT CORPORATION )  
was hereunto affixed in the presence of: )

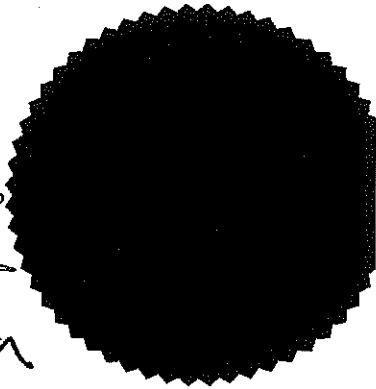
Authorised  
signatory



Greg Vassalos



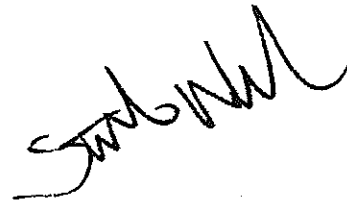
Robert J. Brown



THE COMMON SEAL of USER )  
FRIENDLY PROPERTIES )  
LIMITED was hereunto affixed in the )  
presence of: )

Director

Director/Secretary



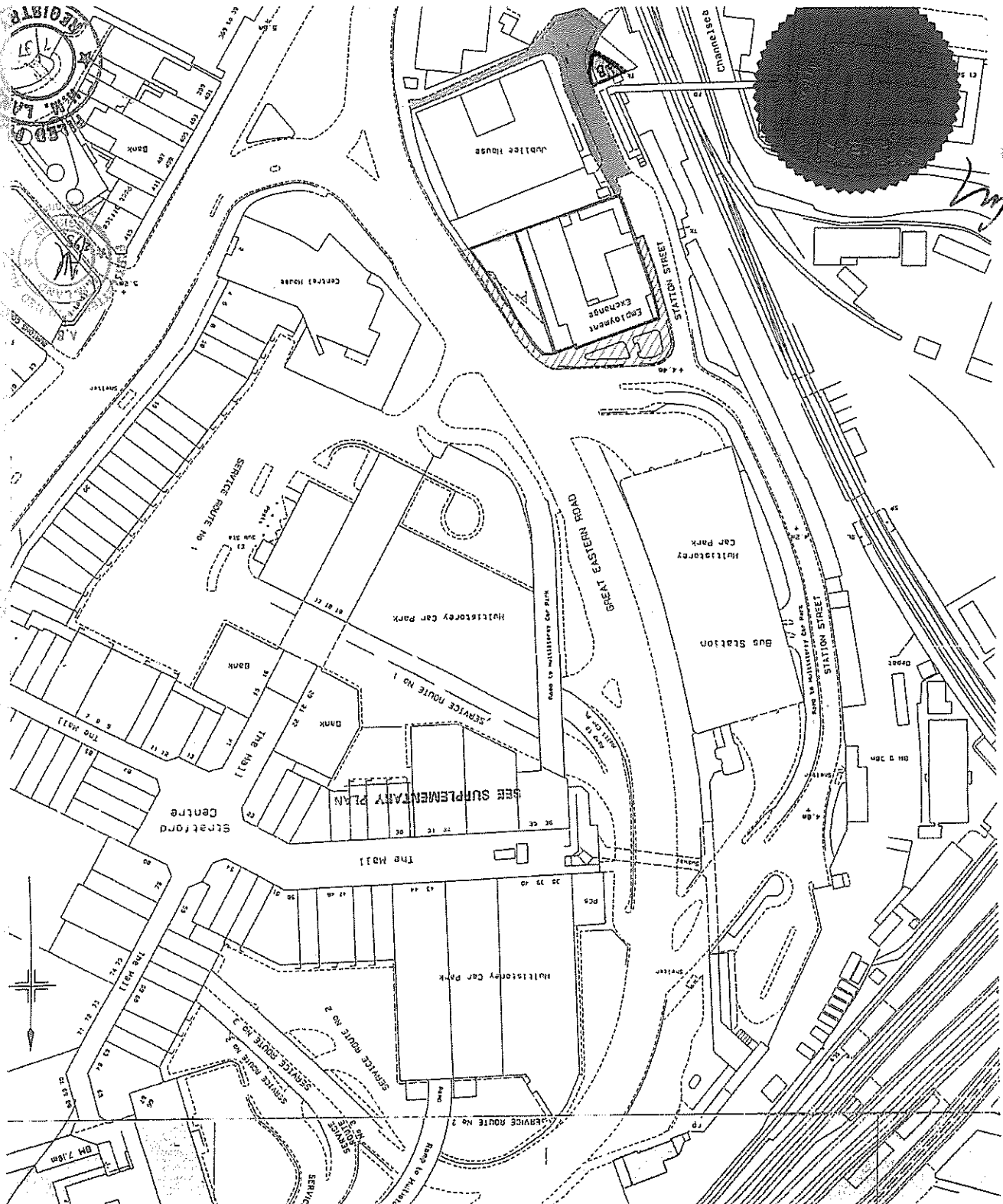
Robert J. Brown

Robert J. Brown

**APPENDIX 1**

**Plan 1 (the Property)**

Robert J Brown  
 24/2/10  
 00:00:01



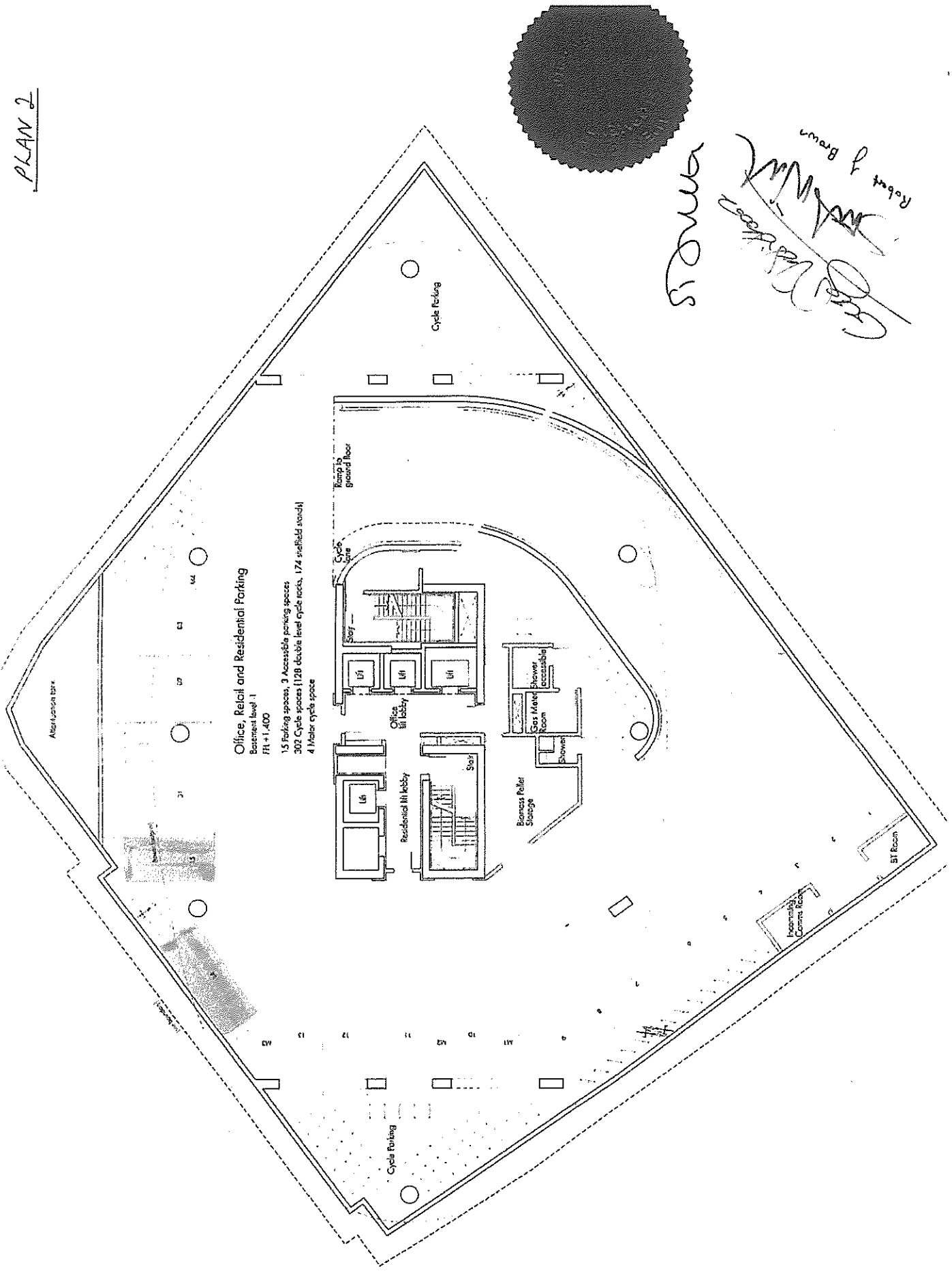
COUNTY GREATER LONDON		BOROUGH OF NEWHAM		© Crown copyright 1990	
ORDNANCE SURVEY PLAN REFERENCE TQ 3884		SECTION D		Scale 1/1250	
H.M. LAND REGISTRY		TITLE NUMBER <b>EGL352296</b>			

This official copy issued on 24/2/10 at 00:00:01 shows the state of this title plan on 22/2/10. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries. This title is dealt with by Land Registry, Stevenage Office.

PLAN 1

**APPENDIX 2**

**Plan 2 (the Car Parking Spaces)**



Office, Retail and Residential Parking

Basement level 1  
F1 +1,400

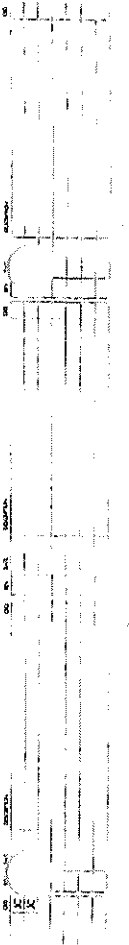
- 15 Parking spaces, 3 Accessible parking spaces
- 302 Cycle spaces (128 double level cycle nests, 174 seafield ward)
- 4 Motor cycle space

*Robert & Brown*  
*[Signature]*  
 STONES

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QWAYAN TOWER, STRATFORD  
 BASEMENT LEVEL - 1 PLAN  
 GENERAL ARRANGEMENT  
 460\_06\_099  
 SCALE 1:100 @ A1  
 A3M J03 NC 450





**APPENDIX 3**

**Plan 3 (the Footways)**

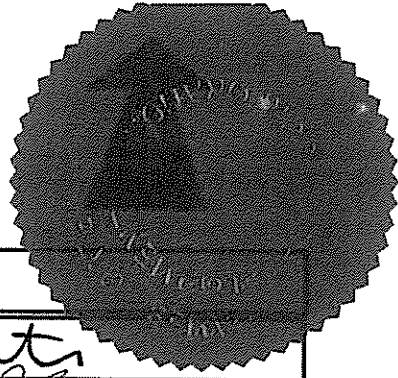
London Borough of Newham

PLAN 3

Highways Design & Management  
3rd floor, West Wing,  
Newham Dockside, 1000 Dockside Rd.  
E16 2QU

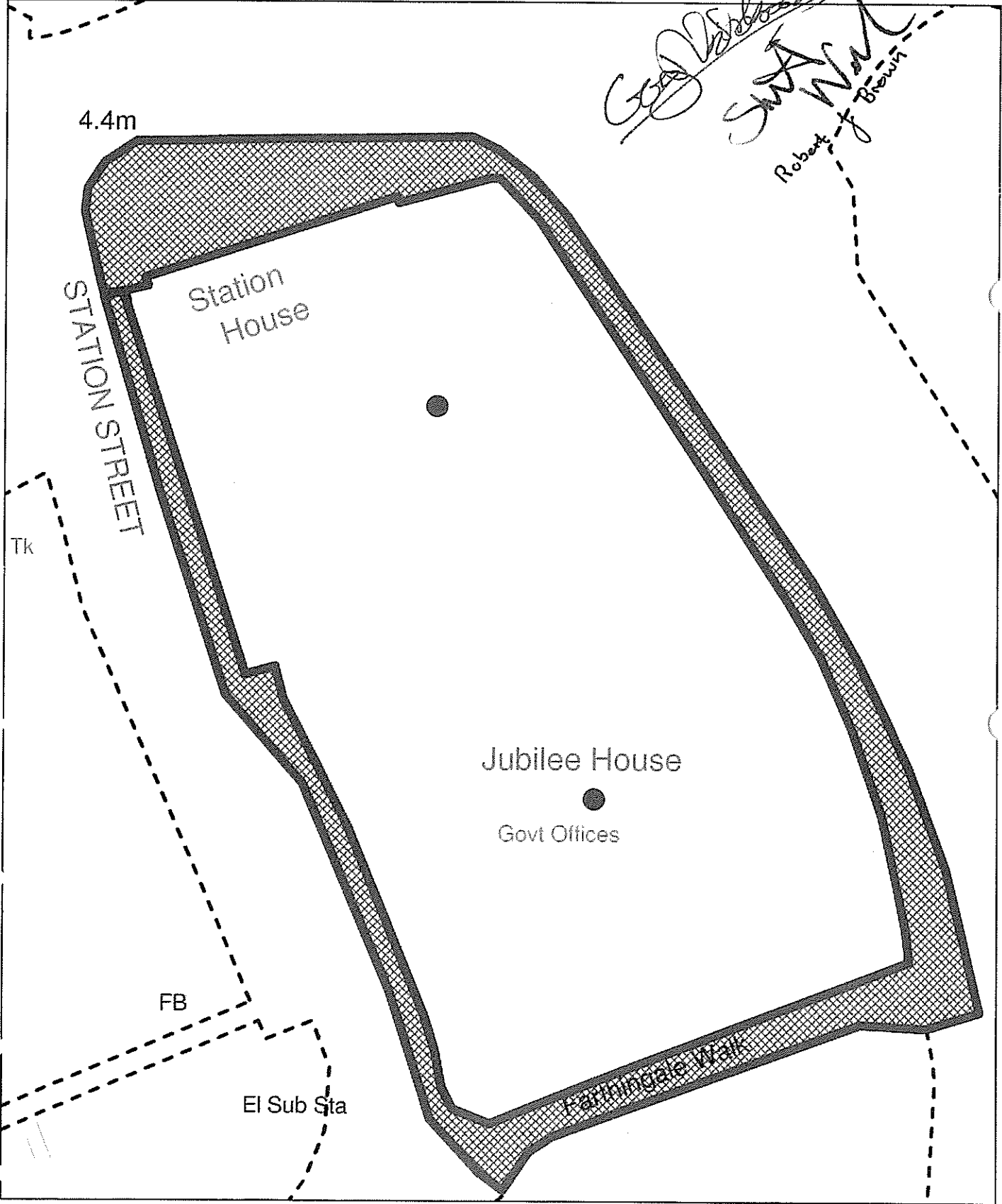
TEL: 020-3373 1324

DATE: 30/03/2010 MAP REFERENCE: TQ3884SE SCALE: 1:500



Proj SECTION 106 WORKS LOCATION PLAN	TITLE: DRAWING 001 STATION HOUSE E15 1AP
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*Si Smith*  
*Robert Brown*



**APPENDIX 4**

**The Draft Planning Permission**

Case no. LTGDC-07-092-FUL

Emma Booker  
Atkins Ltd.  
Woodcote Grove  
Ashley Road  
Epsom  
Surrey  
KT18 5BW

**NOTICE OF DECISION ON PLANNING APPLICATION**

**TOWN AND COUNTRY PLANNING ACT 1990  
LONDON THAMES GATEWAY DEVELOPMENT CORPORATION  
(PLANNING FUNCTIONS ORDER) 2005**

**APPLICATION NO:** 07/00822/LTGDC/LBNM

**LOCATION:** Station House, Station Street, Stratford, E15 1AP

**PROPOSAL:** Demolition of existing building and construction of a 26 storey mixed use tower with a three storey basement comprising retail (A1) and office (B1) floor space and 280 residential units (c3) with associated car and cycle parking, and landscaped amenity space at ground floor levels.

**APPLICANT:** User Friendly Properties Ltd.

London Thames Gateway Development Corporation being the Local Planning Authority for the purposes of the application received on 08/05/2007 for Planning Permission, as described above has resolved to

**GRANT PLANNING PERMISSION SUBJECT TO CONDITIONS**

The conditions to which the permission is subject are as follows:

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

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

2. Save as these conditions provide otherwise or any matter is reserved for the later approval of the Local Planning Authority, all works are to be completed in accordance with drawing numbers 460\_07\_002 (P1), 460\_07\_097 (P1), 460\_07\_098 (P1), 460\_07\_099 (P2), 460\_07\_100 (P2), 460\_07\_101, 460\_07\_105 (P1), (P1), 460\_07\_106 (P2), 460\_07\_107 (P2), 460\_07\_125 (P2), 460\_07\_126 (P1), 460\_07\_127 (P1), 460\_07\_200 (P2), 460\_07\_201 (P1),

460\_07\_202 (P1), 460\_07\_203 (P2), 460\_07\_204 (P2), 460\_07\_300 (P1), 460\_07\_301 (P1), 460\_07\_400 (P1), 460\_07\_401 (P1), 460\_07\_402 (P1), prepared by Allies and Morrison unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure a satisfactory standard of design and external appearance in accordance with Policy EQ19 of the Unitary Development Plan (2001) and Policies 4B.1 and 4B.2 of the London Plan (2008).

3. No part of the development hereby approved shall commence until a site investigation and remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must provide for the extent of existing contamination and identify the measures to be taken to prevent risk to the public, buildings and environment when the site is developed. The scheme shall include:

- (i) a desk top report documenting the site history;
- (ii) if the desk top report indicates that a site investigation is required, a proposal to undertake an intrusive investigation based on the findings of the desk top study;
- (iii) a site investigation report to investigate and identify potential contamination
- (iv) a health and safety risk assessment of the contamination identified;
- (v) proposals for any necessary remedial works to contain, treat or remove any contamination;
- (vi) the identities of the persons certifying any matter and performing any task.

No construction authorised by the planning permission shall commence until a certificate or validation report stating that remediation has been completed in accordance with the approved scheme that has been submitted to and approved in writing by the Local Planning Authority. The certificate must be prepared by a suitably qualified person and submitted to the Local Planning Authority for written approval.

Reason: To safeguard the public, the environment and surface and groundwater as this site may have or is known to have been used in the past for activities that are likely to have resulted in it being contaminated with material that is potentially harmful to humans, or the environment in accordance with Policies EQ45, EQ49, EQ60 and T14 of the Unitary Development Plan (2001) and Policy 4A.33 of the London Plan (2008).

4. No part of the development hereby approved shall commence until an Environmental Code has been submitted to and approved by the Local Planning Authority to cover all methods of site preparation and construction of the development, including traffic management, demolition, clearance, site remediation, ground works, waste management, sourcing of materials, crane and scaffolding height, dust, smoke and odour control, avoidance of fires, wheel washing, noise and vibration and hours of operation etc. The approved code shall include details of its implementation and monitoring and shall be in place for the whole period of the works at the site and the development shall only take place in accordance with the approved code.

Reason: To ensure that the development does not harm the amenity of neighbouring occupiers in accordance with Policy EQ45 of the Unitary Development Plan (2001).

5. The development hereby approved shall not be occupied until a detailed Site Management Plan has been submitted to and approved by the Local Planning Authority to cover all aspects of the day to day management of the site. The Site Management Plan shall include details of refuse and recycling storage and collection, servicing and deliveries and management of the public realm, communal amenity space and children's play areas. The development hereby approved shall only be operated in accordance with the approved Site Management Plan.

Reason: In order to protect the amenity of the future occupiers of and visitors to the site and to ensure that the site is managed in such a way as to ensure the safety and security of users of the site and residents of the locality in accordance with Policies EQ26 and EQ45 of the Unitary Development Plan (2001).

6. No demolition/construction/building works shall take place outside the hours of 0700 and 1800 on Mondays to Fridays and between 0800 and 1300 on Saturdays unless with the prior written approval of the Local Planning Authority.

Reason: To protect the amenity of surrounding occupiers in accordance with Policies EQ45 and EQ47 of the Unitary Development Plan (2001) and Policy 4A.20 of the London Plan (2008)

7. Impact piling shall only take place during construction with the prior agreement of the Local Planning Authority. Details of proposed impact piling shall be provided in writing to the Local Planning Authority at least seven days before such works are scheduled to take place.

Reason: In the interest of residential amenity, in accordance with Policies EQ45 and EQ47 of the Unitary Development Plan (2001) and Policy 4A.20 of the London Plan (2008).

8. The development hereby approved shall not commence until details of all materials to be used on all elevations have been submitted to and approved in writing by the Local Planning Authority. Details should include colour, texture and type of materials. The approved materials shall be implemented in accordance with the approved details and thereafter permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure a satisfactory standard of design and external appearance in accordance with Policy EQ19 of the Unitary Development Plan (2001) and Policies 4B.1 and 4B.2 of the London Plan (2008).

9. The development hereby approved shall not commence until details of hard and soft landscaping has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of:

- (i) trees and plants;
- (ii) surface treatment;
- (iii) street furniture;
- (iv) external lighting;
- (v) a schedule for maintenance.

The hard and soft landscaping shall be implemented in accordance and thereafter retained.

The approved soft landscaping scheme shall be implemented in the first planting season following occupation of the buildings or the substantial completion of the development, whichever is the sooner. Any plants or trees required as part of the implementation of the condition that die or are removed, damaged or diseased within a period of FIVE years from the substantial completion of the development shall be replaced to the satisfaction of the Local Planning Authority in the next planting season with others of a similar size and species, unless the Local Planning Authority gives written consent for a variation.

Reason: To ensure landscaped areas in open spaces are of a high quality design and appearance that will enhance the amenity value of the development and its surroundings. This is in accordance with Policies EQ15, EQ19 and EQ21 of the Unitary Development Plan (2001) and Policies 4B.1, 4B.2 and 4B.3 of the London Plan (2008).

10. The development hereby approved shall not be occupied until details of the proposed communal roof garden, including details of lift access, have been submitted to and approved by the Local Planning Authority and the communal roof gardens shall be provided in accordance with the approved details and shall be available for use prior to the occupation of the building to which they relate. The communal roof garden shall be maintained as such, and shall not be used for any other purpose.

Reason: To ensure residents have access to adequate amenity space and to safeguard the appearance of the development in accordance with Policies EQ19 and EQ21 of the Unitary Development Plan (2001).

11. The development hereby approved shall be implemented in accordance with the energy efficient and renewable energy technologies proposed in the approved Energy Strategy prepared by ESD and submitted with the application. The energy efficient and renewable energy technologies specified in this document will provide 13% carbon savings through the use of renewable energy technologies and shall be implemented prior to the occupation of the development and thereafter permanently retained unless otherwise agreed in writing by the Local Planning Authority.

Reason: To promote the use of energy efficient and renewable energy technologies in accordance with Policies 4A.1, 4A.2 and 4A.7 of the London Plan (2008).

12. The development hereby approved shall not be occupied until details of cycle parking facilities, including their means of secure storage, shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the cycle parking facilities have been provided in accordance with the approved details and shall be retained thereafter and used for no other purpose without the prior approval of the Local Planning Authority.

Reason: In order to promote the use of cycling in accordance with Policy T24 of the Unitary Development Plan (2001) and Policy 3C.22 of the London Plan (2008).

13. Those uses identified for commercial operation (within the A1, A2, A3, B1 and D1 use classes as defined in the Town and Country Planning (Use Classes) Order 1987 (as amended) hereby approved shall be restricted to the following hours of opening, unless otherwise agreed in writing by the Local Planning Authority:

7am to 11pm, Monday to Saturday  
10am to 10pm on Sundays or Bank Holidays.

Any outdoor seating areas must be vacated and any tables and chairs must be removed by 10pm Monday – Saturday and by 9pm on Sundays and Bank Holidays.

Reason: To safeguard the amenity of adjacent residents and the area generally in accordance with Policy EQ45 of the Unitary Development Plan (2001).

14. All residential units hereby approved shall comply with Lifetime Homes standards as defined in the GLA Accessible London: Achieving an Inclusive Environment Supplementary Planning Guidance (2004).

Reason: To ensure that accessible housing is provided in accordance with Policy 3A.5 of the London Plan (2008).

15. The development hereby approved shall not commence until a an independently verified EcoHomes 2006 report is provided which confirms the development would achieve a certified "very good" rating (or its equivalent in the "Code for Sustainable Homes: A step-change in sustainable home building practice") has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved report. A certificated EcoHomes 2006 post construction review, or other verification process agreed with the Local Planning Authority, shall be provided confirming that the agreed standards have been met prior to the first occupation of the development.

Reason: To ensure that the proposed residential units are designed in an environmentally sustainable manner and in accordance with Policy 4A.3 of the London Plan (2008).



16. No fewer than 10% of the total number of residential units within the development hereby approved shall be constructed to be easily adapted for residents who are wheelchair users.

Reason: To ensure that accessible housing is provided in accordance with Policy 3A.5 of the London Plan (2008).

17. The development hereby approved shall not commence until details of the means of ventilation for the extraction and dispersal of cooking smells and other fumes, from the non residential uses, including details of the extraction, ventilation and filtration equipment and any other external plant or machinery (including ventilation units and air intake louvres) together with details of its method of construction, appearance and finish have been submitted to and approved by the Local Planning Authority. The development shall not be occupied other than in accordance with the details thus approved.

Reason: To safeguard the amenity of the occupiers of adjoining properties by preventing noise disturbance and to ensure a satisfactory appearance in accordance with the requirements of Policy EQ45 of the Unitary Development Plan (2001).

18. Prior to commencement of the development hereby approved, a scheme for the attenuation and mitigation of noise and vibration from the road and rail movements shall be submitted and approved by the Local Planning Authority. The attenuation and mitigation measures shall be implemented in accordance with the approved scheme prior to occupation of the development and thereafter maintained.

Reasons: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ47 of the Unitary Development Plan (2001) and Policy 4A.20 of the London Plan (2008).

19. The development hereby approved shall not commence until a scheme for the implementation of a surface water drainage system has been submitted to and approved by the Local Planning Authority. The foul and surface water drainage system shall be implemented in accordance with the approved scheme and thereafter permanently retained.

Reason: To prevent pollution of the water environment, and prevent the increased risk of flooding by ensuring the provision of a satisfactory means of surface water disposal, in accordance with Policy EQ63 of the Unitary Development Plan (1998).

**RELEVANT PLANNING POLICY:**

The London Plan (Consolidated with Alterations since 2004) ((2008)

Policy 2A.1 Sustainability criteria  
Policy 2A.2 The spatial strategy for development

- Policy 2A.5 Opportunity Areas
- Policy 2A.7 Areas for Regeneration
- Policy 2A.8 Town Centres
- Policy 3A.1 Increasing London's supply of housing
- Policy 3A.2 Borough housing targets
- Policy 3A.3 Maximising the potential of sites
- Policy 3A.5 Housing choice
- Policy 3A.7 Large residential developments
- Policy 3A.8 Definition of affordable housing
- Policy 3A.9 Affordable housing targets
- Policy 3A.10 Negotiating affordable housing in individual private residential and mixed-use schemes
- Policy 3B.1 Developing London's economy
- Policy 3B.2 Office demand and supply
- Policy 3B.3 Mixed use development
- Policy 3B.12 Improving the skills and employment opportunities for Londoners
- Policy 3C.1 Integrating transport and development
- Policy 3C.2 Matching development to transport capacity
- Policy 3C.3 Sustainable transport in London
- Policy 3C.19 Local transport and public realm improvements
- Policy 3C.21 Improving conditions for walking
- Policy 3C.22 Improving conditions for cycling
- Policy 3C.23 Parking strategy
- Policy 3D.2 Town centre development
- Policy 3D.3 Maintaining and improving retail facilities
- Policy 4A.1 Tackling climate change
- Policy 4A.2 Mitigating climate change
- Policy 4A.3 Sustainable design and construction
- Policy 4A.4 Energy assessment
- Policy 4A.5 Provision of heating and cooling networks
- Policy 4A.6 Decentralised energy: heating, cooling and power
- Policy 4A.7 Renewable energy
- Policy 4A.9 Providing for renewable energy
- Policy 4A.12 Flooding
- Policy 4A.20 Reducing noise and enhancing soundscapes
- Policy 4A.33 Bringing contaminated land back into beneficial use
- Policy 4B.1 Design principles for a compact city
- Policy 4B.2 Promoting world-class architecture and design
- Policy 4B.3 Enhancing the quality of the public realm
- Policy 4B.5 Creating an inclusive environment
- Policy 4B.7 Respect local context and communities
- Policy 4B.8 Tall buildings – location
- Policy 4B.9 Large-scale buildings – design and impact
- Policy 4B.15 Archaeology
- Policy 5C.3 Opportunity Areas in East London
- Policy 6A.4 Priorities in planning obligations
- Policy 6A.5 Planning obligations

in accordance with the direction from the Secretary of State)

- S1 Community Safety and Crime Reduction
- S2 Community Benefit/Planning Obligations
- S3 Quality of Development
- S4 Sustainable Development
- S5 Priority Development Nodes
- S6 Mixed Use Development
- S7 Urban Regeneration: Promotion of Development
- S9 Environmental Quality: Design Issues
- S10 Environmental Quality: Neglected, Derelict and Vacant Land
- S12 Environmental Quality: Improvements in Key Areas
- S19 Housing: Extending the Range of Housing Choice
- S20 Housing: Inclusion of Affordable Housing in New Housing Schemes
- S22 Housing: Mix and Density
- S23 Housing: Improvement of Public and Private Dwellings and Residential Environment
- S24 Employment: Meeting the Council's Regeneration Objectives
- S28 Employment: Quality of Development
- S35 Transport: Encouragement of Alternatives to the Motor Car
- S37 Transport: Improvement of Facilities for Pedestrians and Cyclists
- S38 Transport: Parking
- EQ18 Promoting Urban Quality
- EQ19 Urban Design Considerations
- EQ20 Design Considerations: Residential Areas
- EQ21 New Development: Landscaping
- EQ25 Access
- EQ26 Safety
- EQ27 High Buildings: Control
- EQ28 High Buildings: Design Considerations
- EQ44 Vacant Land: Environmental Improvements
- EQ45 Pollution
- EQ46 Air Quality Management
- EQ47 Noise
- EQ48 Noise - Sensitive Development
- EQ54 Promoting Sustainable Waste Management
- EQ61 Recycling
- EQ63 Surface Water Disposal
- EQ8 Areas Liable to Flood
- H6 Affordable Housing
- H13 Promoting Quality in Housing
- H14 Promoting Choice in Housing
- H15 Housing Mix
- H17 Housing Design and Layout
- EMP1 Employment Growth
- EMP3 Quality of Employment Development
- EMP6 Diversification and Strengthening of Economy
- T19 Improvement of Conditions for Pedestrians
- T24 Access by Cycle and Cycle Parking
- T26 Motorcycle Parking

OS8 Green Space in New Housing Development  
OS12 Children's Play Facilities in New Developments

### **JUSTIFICATION FOR GRANTING CONSENT/REASONS FOR APPROVAL**

The LTGDC's decision to grant planning permission was based on careful consideration of the relevant policies of the adopted London Plan, the London Borough of Newham Unitary Development Plan and other material considerations. In deciding to approve the application, the LTGDC did not find sufficient harm to outweigh its assessment of the London Plan, Unitary Development Plan and other material considerations in favour of the application.

The proposed development will secure the redevelopment of a brownfield site located at the edge of Stratford town centre and benefiting from excellent public transport accessibility in accordance with Policy S4 of the Unitary Development Plan and Policy 3A.3 of the London Plan.

The proposed development will secure an appropriate level of affordable housing and mix of housing in accordance with Policy H15 of the Unitary Development Plan and Policies 3A.5, 3A.9 and 3A.10 of the London Plan.

The proposed height, massing and design is considered to respond appropriately to the site context in accordance with Policies EQ27 and EQ28 of the Unitary Development Plan and Policies 4B.1, 4B.2, 4B.3, 4B.8 and 4B.9 of the London Plan.

The proposed development will provide adequate private and communal amenity space for prospective residents in accordance with Policy H17 of the Unitary Development Plan and Policy 4B.1 of the London Plan.

The restraint based approach to car parking provision is considered acceptable given the site's proximity to Stratford station and town centre in accordance with Policies 3C.1, 3C.2 and 3C.3 of the London Plan.

The proposed development will reduce carbon emissions through the use of energy efficient and renewable energy technologies in accordance with Policies 4A.1, 4A.2 and 4A.7 of the London Plan.

Signed

Director of Planning

Date of Decision:

Date Issued:

## TOWN AND COUNTRY PLANNING ACT 1990

### Appeals to the Secretary of State

- If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within SIX months of the date of this notice, using a form which is available from the Planning Inspectorate at 3/05 Kite Wing, Temple Quay Square, 2 the Square, Temple Quay, Bristol, BS1 6PN. A copy of the completed appeal form should be sent to the London Thames Gateway Development Corporation.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

### Purchase Notice

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

**APPENDIX 5**

**The Council's Standard Nominations Agreement**



HOUSING AND PUBLIC PROTECTION

**Nominations Agreement**

## Nominations agreement

### 1. Introduction

The Housing Corporation, in response to the problems of high demand and limited supply across London, recently promoted a regional and sub-regional approach to the allocation of the National Affordable Housing Programme (formerly known as the Approved Development Programme). The process is expected to address the problems beyond borough boundaries and means that if new units are developed within a borough using Housing Corporation funding, other boroughs within the sub-region may have nomination rights to the homes once completed. The sub-regional nominations agreement provides guidelines for the distribution of these nominations.

### 2. Aims

#### 2.1 This agreement applies to

- units developed within Newham that are not funded by the Housing Corporation or are funded but not subject to sub-regional nominations pooling arrangements, such as supported housing schemes and temporary social housing.
- homes in schemes where a commitment already exists to provide them to nominees from other sources apart from the housing register.
- Additional homes funded entirely through Section 106 agreements
- Regeneration of existing social rented homes. However, the sub-regional nominations protocol will apply to net additions to the number of existing homes prior to regeneration.

It aims to ensure that nominations contribute more effectively to meeting housing need.

#### 2.2 It sets out

- the proportion of Housing Association vacancies to be offered to Local Authority nominees
- the process by which nominations will be made across all tenures
- the time scales that both parties (Newham and housing associations) will work to
- the review mechanisms

#### 2.3 It covers the following tenures:

- Social rent
- Intermediate housing which could be either of the following:



- I. Sub-market rent
- II. Low cost home ownership schemes such as shared ownership and equity loans
- 111. Cash incentive scheme
- 1V Self build

- Live/Work
- Temporary Social Housing
- Supported Housing schemes

2.4 Homes in the above tenures could be funded through any or a mix of the following methods

- Housing Corporation (this only applies to schemes that are not subject to sub-regional nominations pooling e.g. supported housing)
- Recycled Capital Grant Fund (RCGF)
- S106 agreements
- Temporary Social housing grant

### 3 Nomination rights

3.1 The standard percentages arising from the best practice guide 'Partners in meeting housing need' will continue to be applied as the minimum number of units to be made available to Newham nominees - 75% of true voids in family sized units (two bedrooms and above) and 50% of 1 bed units to Newham nominees. The same percentages will apply to relets.

3.2 Enhanced (100%) nomination rights will apply to initial lettings in the following circumstances:

- Where Newham has funded a scheme or disposed of land at a price at or below market value as agreed between Newham and the RSL concerned
- Additional homes funded entirely through Section 106 agreements
- Where RSLs or Housing Associations have leased properties from the Council or private landlords

For all supported housing schemes including Sheltered housing and extra care sheltered housing schemes, 100% nomination rights do not apply just to initial lettings but to all vacancies thereafter.

### 3.3 True voids

The percentage of nominations is based on the number of true voids as defined below:

- Voids within new build/newly rehabilitated schemes or newly acquired properties
- Voids created through tenant transfer to another borough where no reciprocal arrangement exists
- Voids created through tenant moves to other landlords where no reciprocal arrangement exists

- Voids created by the death of a tenant where there is no right to succession whether under the terms of the tenancy agreement or under statute.
- Voids created by tenants buying or renting their own property in the private sector
- Voids created by eviction or abandonment of property
- Voids created by temporary decant returning to former home. The void created when the temporary decant moves back would depend on the way it was created in the first place before it was used for a decant.

3.4 Definition of non-true void

- Voids created by a temporary decant moving to a temporary home
- Voids created through tenant transfer in the borough within the association's stock
- Voids created through rehousing via the 'HOMES' scheme

**4. Choice based Lettings**

The choice based lettings system currently run by the East London Lettings Company (ELLC) has recently replaced the points-based allocation system in Newham. This is expected to offer applicants a greater role in deciding where they wish to live and when they wish to move.

Majority of RSL and Housing Association vacancies to which Newham has nomination rights are filled through the East London Lettings Company (ELLC).

**5. Direct offers**

5.1 There are a number of applicants who may qualify for direct offers outside the choice-based system. These include those who need to be moved due to:

- Severe harassment
- Urgent medical needs
- Welfare needs where there is a danger of the applicant being placed in institutional care or being unable to be released from care due to a lack of suitable housing
- Serious disrepair in their property
- Being nominated to the local authority under special rehousing schemes
- Being a Council tenant under-occupying their existing home and willing to move to a property with fewer bedrooms

5.2 Where there are suitable applicants from these categories to fill vacancies, these will be given priority.

**6. Nominations process**

6.1 The association should contact the RSL Nominations Officer within the Lettings Agency as soon as the RSL becomes aware of any property expected to be vacated to which the Council has nomination rights. This should be done

by completing a nomination request pro-forma (see Appendix 1) and sending this by e-mail, with a copy to the Team Leader (Allocations Team).

6.2 Associations must either supply a digital image of the property or give authority for ELLC to obtain an image at the charge listed on the pro-forma, and information on the following **must** be provided:

- Full address, including full postcode
- Rent and service charges
- Brief details of the property type, including number and sizes of bedrooms i.e. whether the bedrooms are double or single.
- Type of heating system
- Details of any minimum age requirements for occupants of the property
- Any other unique or important features

This information will help applicants make more informed responses to advertisements that are more likely to suit their needs and preferences. Applicants are less likely to refuse subsequent offers the more comprehensive and accurate is the information supplied.

The earlier this information is provided the faster the process would be and the shorter the void turnaround time.

Larger RSLs are expected to upload properties directly onto the back of the ELLC system. The term 'larger RSLs' refers to those with an average of 15 lettings per annum and above. Training will be provided where required.

6.3 The Lettings Agency will make a decision when the pro-forma is received on whether the vacancy will be filled through the direct offer route or the choice based lettings system. This will depend on the number of direct offer cases queuing and any specific rehousing schemes being undertaken by Newham Council at a particular time. For example, the supply of properties going through Choice Based Lettings may be reduced when there are large numbers of permanent decants to be housed to fulfil requirements of a regeneration scheme such as New Deal for Communities or the Canning Town wider regeneration area.

Following receipt of full details, the ELLC will advertise the property in the next cycle of advertisements via the ELLC Choice Homes' magazine and the ELLC web site, or will allocate to a household in one of the direct offer groups.

A schedule showing the production cycle of the ELLC Choice Homes magazine can be obtained from ELLC upon request.

6.4 Choice based lettings process

Properties identified for choice based lettings are advertised every Friday on the Choice Homes magazine and on the dedicated web site at [www.ellcchoicetohomes.org.uk](http://www.ellcchoicetohomes.org.uk). The magazine is distributed to all Local Service

Centres, libraries and a number of voluntary agencies. Where an applicant is housebound, or lives outside Newham, the magazine can be posted on request.

Interested applicants can bid for properties by telephoning the bidding hotline, by using one of the internet kiosks sited within Local Service Centres, or by using the dedicated web site before the closing date. Bids are accepted from the Friday of the publication of property adverts through to midnight of the following Monday.

At the close of the bids, bids received for each property are ranked according to the length of time the households bidding have continuously been registered on the housing register, or any other means of prioritisation as may be agreed from time to time by the local authority. The Lettings Agency allocates the properties from the list in ranking order. Associations should expect to receive nominations within 5 working days of the close of bids to enable appropriate eligibility checks on successful applicants to be carried out.

The eligibility checks will include checks:

- a. to determine the immigration status of the nominee(s) where appropriate
- b. to prove the identity of all members of the household.
- c. to prove that the household actually resides at the address given. A Credit Reference Agency search is used to ensure that there are no records of other accommodation and as further proof of residence.
- d. to determine if there are any debts or if there have been any breaches of tenancy conditions in the past that may preclude an offer being made.

Nominations made from direct offer groups would normally be provided within 2 working days from the date the request was made by the association.

### 6.5 Prospective tenants

Newham will aim to provide details of the top two bidders to the RSL or association that has made the request within 5 working days of the bidding cycle. However, this may not be possible in all cases, particularly if one of the applicants is not already a tenant of the Council. In such an instance, eligibility checks may be required before that applicant can be nominated which could include a home visit. Only one nomination will therefore be made and a further one will be made available within a further 5 days of the first nomination.

Where known, any vulnerability issues, risk factors, support needs will be disclosed at the time nominations are made.

The Nominations Officer should be notified of the outcome of a nomination within 24 hours of an acceptance or refusal.

Appendix 4 shows the number of bedrooms Newham considers appropriate for applicants based on the size of their households. Nominations will be made on that basis. In exceptional circumstances, an additional bedroom can be applied for, for instance, on medical grounds. Where a needs assessment has been

carried out to justify the request and it is approved, the applicant will be nominated to a larger property. With Choice Based Lettings, estimates of likely waiting times for the size of properties required would normally be given to applicants. They would therefore have the option to bid for smaller properties than what they require if they choose to do so. If that choice is made, Newham will aim to honour that choice.

The RSL or association is expected to carry out its own checks to confirm the identity of the nominee.

- 6.6 Newham appreciates that there will be occasions when a certain property may require a 'sensitive letting'. For example, where a void has become available due to the eviction of a previous tenant due to anti social behaviour. In such circumstances, Newham will be willing to negotiate.

## 7. Rejections/Refusals

- 7.1 Partners in meeting Housing Need recommends that whilst Housing Associations will have their own selection criteria, they should accept the Local Authority's prioritisation of housing need. Particular conflicts in allocations policies should be discussed when required, either between individual Associations and the local authority or at the Borough's liaison meetings.

- 7.2 Associations may reject nominations in circumstances such as: -

- Nominee's circumstances have changed
- Household too large/too small for unit
- Nomination inappropriate (see 8.5)

The Local Authority will nominate and Housing Associations should accept households allocated to size of property according to Appendix 4.

- 7.3 Newham would normally not nominate households with rent arrears except under special circumstances. However, special authorisation must be obtained from the Head of Housing Needs before such a nomination can be made.
- 7.4 All rejections of nominations by Housing Associations should be clearly explained to the local authority and should be communicated to the RSL Nominations Officer by e-mail within 2 working days of the rejection.
- 7.5 Refusals of offers by nominees should similarly be notified to the RSL Nominations Officer within 2 working days of the refusal, providing full details of the reasons given for refusal.

**8 Defaults**

- 8.1 For each vacancy, the Housing Association would receive at least one nomination within the timescale specified.
- 8.2 The Local Authority emphasises its commitment to meeting the timescales and will make every effort to ensure that there are sufficient resources to provide nominations within 5 working days following the close of bids if nominations are provided as a result of the choice based lettings process. Nominations made from direct offer groups will be provided within 2 working days from the request date. However, should there be exceptional circumstances whereby the Local Authority will be unable to fulfil its commitments, it will make Housing Associations aware of this, giving a maximum period not to exceed 7 working days. Where such exceptional circumstances have been notified, failure to supply nominations within the time scales should not be counted as a default. Exceptional circumstances occur when there are unusual difficulties in carrying out the appropriate eligibility checks which would therefore mean that further searches may need to be done.
- 8.3 Failure of local authority to provide nominations: If a nomination is not received within the set time scales, the local authority shall be deemed to have defaulted on this vacancy, but only if the property is either already ready for occupation or is scheduled to be ready for occupation within 10 working days of the deadline for receipt of the nomination. The local authority will not agree to a default if inadequate or incorrect information on the property was provided by the RSL.
- 8.4 Rejection/Refusal of nominations: If a minimum of four nominations are provided but are rejected by the Housing Association or refused by the nominee, then the Housing Association is entitled to offer the property to a different access queue. This will not count as a default against the local authority's nomination rights.
- 8.5 Inappropriate nominations: Housing Associations are entitled to reject a nomination if it is deemed inappropriate. Inappropriate is defined as:
- (a) Where the local authority should reasonably have known that the nominee's circumstances have changed.
  - (b) Where a household of the wrong size is nominated.
  - (c) Where a special requirement of the Housing Association and agreed with the Housing Partnerships team has not been met.

This will be dependent on the Housing Association supplying the correct information about the property to be let. If the local authority provides two inappropriate nominations for a property, then the Housing Association is entitled to count this as a default on the property, and should be identified on the quarterly lettings returns accordingly.

9. **Accepted Offers**

When a local authority nominee accepts an offer of accommodation from an RSL, the RSL should notify the RSL Nominations Officer in the Lettings Agency, providing details of the tenancy start date, within 2 working days of the nominee signing their tenancy agreement

10 **Intermediate housing**

10.1 Intermediate housing is best described as a range of products that will deliver housing at prices or rents below market levels and above social rent levels. These products include shared ownership, sub-market rent (aka intermediate rent), equity share and cash incentive schemes.

10.2 All nominations to intermediate housing are made through the sub-regional HomeBuy agent. The HomeBuy agent for the East London sub-region is currently Metropolitan Home Ownership which acts as a one stop shop for all forms of intermediate housing.

10.3 Nominations are made from a unified waiting list held by the HomeBuy agent.

**Only nominations from the HomeBuy agent will be eligible for offers of accommodation**

10.4 Potential applicants will be required to go through a registration process to be added on to the list. Requests for nominations to available units will be made directly to the HomeBuy agent by the RSL.

10.5 RSLs shall provide the HomeBuy agent, or the Council, with details of:

- Sales of shared ownership/equity share units, the purchase price of the unit and the percentage equity share bought
- the total monthly housing costs for each intermediate housing unit, including service and estate charges but showing such charges as separate figures
- staircasing receipts
- resales

and any other similar information as reasonably requested by the HomeBuy agent or the Council.

11. **Criteria for eligibility**

11.1 The operation of a single waiting list does not compromise Newham's priorities.

Newham will expect that:

- Applicants must be unable to afford to buy or rent property on the open market housing without the assistance of such schemes.

- the target groups are households earning in the range of £16,000 and £35,000 in the case of single income households and between £16,000 and £49,000 for households with joint or multiple incomes.

11.2 Applicants will be prioritised in the following order:

1. Existing social housing tenants releasing their accommodation, particularly those freeing up 2 or more bedroomed homes
2. Key workers as defined by the Department of Communities and Local Government
3. Newham housing register applicants in priority housing need
4. Employed first time buyers prioritised as follows:
  - 4.1 Newham residents
  - 4.2 Newham employees
  - 4.3 Sub-regional residents
  - 4.4 Sub-regional employees
  - 4.5 Any other applicant outside the sub-region

## 12. Supported housing

12.1 Nominations to supported housing schemes (excluding sheltered) could be obtained by any or a combination of the following means:

- Social Services/Primary care trust/East London and City Mental Health Trust
- Voluntary organisations specifically commissioned by the statutory sector
- National Offender Management Services (formerly the Probation Service)
- Newham's Housing and Customer service department

12.2 RSLs in the process of developing new supported housing schemes or reletting existing units should make contact with the Supporting People Team as soon as possible to obtain advise on which of the above agencies would be the most appropriate means of obtaining nominations.

## 13 Sheltered Housing vacancies

### 13.1 Criteria

To be considered for sheltered housing:

1. Applicants would normally be at least 60 years old. Some RSL schemes have a lower minimum age requirement. (usually 55)
2. The applicant must be able to wash and dress themselves (with the help of a partner agency where appropriate) and cope with life in general in the scheme.

Incontinence is not an automatic reason for exclusion. Temporary/catheter incontinence where the applicant is aware and able to deal with it himself or herself is not grounds for ineligibility. However, any degree of mental



confusion coupled with incontinence would mean that the applicant was not suitable for this type of housing.

3. Exclusion on the grounds of disruptive behaviour will be taken into account when deciding whether an applicant is eligible. There must be a proven history of disruption and for this reason, as much information as much as possible should be sought on prospective applicants from tenancy files, Social Services Department, Community Psychiatric Nurses. An eccentric lifestyle will not automatically exclude any applicant.

#### 13.2 Suitability of vacancies

Checks on the suitability of an applicant for vacancies arising in RSL owned sheltered schemes should be carried out by the RSL once the allocation has been made either following advertisement through choice based lettings or as a result of a direct offer

### 14. **Extra Care sheltered housing vacancies**

#### 14.1 Extra care sheltered housing

Extra care sheltered housing is defined as sheltered housing for older people where it is explicitly agreed between the partners that an element of social and personal care can be provided within the context of the tenancy without the tenant having to leave their home. It normally means that a 24hr care team is present in the sheltered housing scheme.

#### 14.2 Eligibility criteria

Extra care schemes do not fall within the normal Choice Based Lettings (CBL) policies for allocating social housing but are dealt with by a panel of staff chaired by Adult Social Services directorate with representatives from Housing and Public Protection and the provider.

The eligibility criteria is that the tenant has sufficient needs to justify a place in an extra care scheme but the needs are not so high that they would need residential or nursing care. The panel's decision on this is final, though service users have normal appeal rights.

Newham will normally expect 100% nomination rights

### 14. **Wheelchair standard/adapted housing**

- 14.1 Housing Associations have a number of purpose built and specially adapted housing suitable for wheelchair users within their stock. In response to the demand for wheelchair housing and the requirement of the London Plan that at least 10% of new developments must be wheelchair adaptable, a number of such units will continually be developed. Priority in allocating these homes must be allocated to households assessed as requiring such homes.

- 14.2 Requests for nominations to wheelchair units should be made, in the normal way to the Lettings Agency as described in 6.1.
- 14.3 If a nominee has supported housing needs over and above their wheelchair housing need and the RSL is in a position to provide the support needed, the appropriate specialist team in the Social Services division and the Primary Care Trust should be contacted to discuss possible arrangements for such a service to be provided.
- 14.4 Where an offer of specially designed/adapted housing is made to a disabled applicant, arrangements should be made by the RSL to ensure that an Occupational Therapist attends the viewing with the applicant to ensure the property is suitable. The local authority should supply to the RSL details of the Occupational Therapist involved and their contact details.

## **15 Temporary Social Housing**

- 15.1 Such schemes are normally funded by the Housing Corporation, however, there are some non-grant funded temporary schemes developed in conjunction with Newham which involve the acquisition of the freehold or long leases by associations using private finance.

### **100% nomination rights apply to all Temporary Social Housing regardless of funding source.**

- 15.2 RSLs that provide temporary housing within Newham would normally have an agreed number of properties for which nominations would be required on an annual basis. This would normally be mainly dependent on the grant allocation that each RSL has obtained from the Housing Corporation following a bids process.
- 15.3 RSLs that do not already provide temporary housing but intend to do so should make contact with the Homeless Persons Unit to discuss proposals and draw up possible contractual agreements
- 15.4 All RSL acquisitions/ procurements are to be of a suitable size/type/quality/condition as may from time to time be specified by the Homeless Persons Unit. It is expected that the units will provide accommodation for a period of up to 3 years duration or any such longer period as may be mutually agreed.
- 15.5 Details required by the Homeless Persons Unit should be faxed/e-mailed to the Monitoring and Accommodation Liaison Team (MALT) prior to, or with any nomination request. A response should be expected within 10 working days or in accordance with the timescales contained in the existing service level agreement with specific RSLs, where they exist.
- 15.6 The following information will be required, where applicable:

Property address

Number of bedrooms  
Maximum number of bedspaces available  
Owners details  
Past and provisional tenant rent levels  
Current and provisional tenant rent levels  
Tenant details and case reference number  
Void status  
Access details to property  
Location of toilet, bathroom e.g. ground floor  
If flat over shop, business beneath property

- 15.7 A nomination will be made within 10 working days of the fax/e-mail date. If Newham fails to provide a reasonable nomination within that period, the RSL is entitled to claim payment for void loss (i.e. rent to the lessor) except where the property is subsequently found not to be ready to let.
- 15.8 HPU may be unable to provide suitable nominations especially where the nominations required are to be from specified ethnic groups. In such cases, if the lease on the property exceeds 15 years and does not include a termination clause, Newham will provide nominations from the general Housing register.

**Nominees obtained via this route can only be signed up on Assured Shorthold Tenancies (ASTs)**

- 15.9 Where the options stated above are exhausted and Newham is still unable to provide any nominations within the specified timescales, associations will be allowed to select suitable nominees from their own waiting lists in accordance with their Allocations policies but subject to the following conditions:

Nominees must

- Be resident in Newham
- Work in Newham if the accommodation is considered suitable for key workers

- 15.10 Proof will be required to be provided to the Housing Partnerships Officer responsible for the association concerned as soon as possible prior to any viewings taking place. Examples of suitable proof are utility or Council tax bills as proof of address but no more than 2 months old. Appointment letters or employer references if the nominee has been employed for more than 1 year will be required as proof of employment

15.11 Appeals against offers of temporary accommodation

If an applicant makes an appeal against an offer of temporary accommodation, the appeal or complaint will be dealt with under the London Borough of Newham's appeals procedure. The RSL will be expected to provide the Quality & Review team (QRT) with a full report on the location, layout and condition of the property. The QRT reserves the right to visit/inspect the property.

15.12 Where the QRT decides that a refusal on the grounds that the property is not ready to let is a valid refusal, Newham will not cover the Association's void costs for that property for the entire void period.

**16. Regeneration areas**

16.1 Major regeneration schemes are underway in various parts of Newham, which involve the re-provision of existing homes and the development of new affordable housing.

For each area, local nomination agreements will be produced which will apply to all new housing provided within those areas. These agreements will form part of the development agreements.

**17. Monitoring of agreement and review**

17.1 All Housing Associations will complete a Quarterly Lettings Sheet, whether any lettings have occurred in the quarter or not.

17.2 The Local Authority will review Housing Association lettings activity on a six-monthly basis, reporting to NEWHAG. This will include monitoring true voids entitlement, compliance with time scales and ethnic monitoring.

17.3 The Local Authority will monitor reasons for refusal and rejection of nominations and report to NEWHAG on a six-monthly basis.

17.4 Any issues arising through monitoring will be discussed in full consultation between individual Housing Associations and the Local Authority and, where appropriate, at NEWHAG.

17.5 The terms and conditions of this Nominations Agreement will be reviewed on an annual basis. Amendments will be considered and agreed jointly by the Local Authority and Housing Associations.

**Glossary**

**Equity Loans**

An arrangement whereby a lump sum contribution towards the purchase price of a property is given to the homebuyer. Instead of making monthly repayments on the loan, it is repaid when the property is sold.

**Housing Corporation**

A non-departmental public body sponsored by the Department of Communities and Local Government (formerly known as Office of the Deputy Prime Minister (ODPM)) with the role of regulating and funding housing associations in England.

**Recycled capital grant Fund (RCGF)**

An internal fund within the accounts of an RSL used to recycle social housing grant arising from property sales. RSLs have the option to choose between having an RCGF or repaying grant to the Housing Corporation. This fund may be used towards funding additional homes subject to the usual conditions attached to the eligibility of social housing grant.

**S106 agreements**

Also known as Planning obligations. They are typically agreements between local authorities and developers negotiated when planning applications are made. Through S106 agreements developers make cash or in kind contributions towards infrastructure and services one of which could be affordable housing.

**Shared ownership**

A method of property purchase in partnership with a housing association. The borrower purchases part of the property and rents the remainder from the housing association. This arrangement is designed for people who could not otherwise become homeowners.

**Social Housing Grant (SHG)**

Capital grant provided by the Housing Corporation to fully or partially fund the development of social housing by Registered Social Landlords (RSLs).

**Sub-Market Rent**

Homes provided at rent levels above those of social rented but below private rented.

**Supported Housing**

Housing for particular client groups requiring additional management support e.g. people with learning difficulties, mental health problems or young people at risk.

**Temporary Social Housing**

Temporary social housing properties are defined as being available for use by housing associations for a period of time covered by a lease for longer than 2 years and less than 30 years and not owned by an association.

**HomeBuy Agents**

Are agents appointed to market and administer the government's intermediate housing scheme, HomeBuy, and the Keyworker Living Programme to provide a one-stop shop for applicants.

**APPENDIX 1****ELLC Choice Homes – RSL Property Details Pro-Forma****Notes on completion**

- Please provide all required information to avoid delays due to subsequent queries
- Questions marked \* offer several possible responses. Use **bold** to indicate correct category for this property
- E-mail back to [mark.goddard@newham.gov.uk](mailto:mark.goddard@newham.gov.uk) with copy to [mary.finch@newham.gov.uk](mailto:mary.finch@newham.gov.uk)

**1) RSL Contact Information**

1.1 RSL name \_\_\_\_\_ 1.2 Contact Name \_\_\_\_\_  
 1.3 Phone Number \_\_\_\_\_

**2) Property Details**

2.1 Flat reference \_\_\_\_\_ 2.2 Street number \_\_\_\_\_  
 2.3 Address 1 \_\_\_\_\_ 2.4 Address 2 \_\_\_\_\_  
 2.5 Address 3 \_\_\_\_\_ 2.6 Address 4 \_\_\_\_\_  
 2.7 Full Post Code \_\_\_\_\_

**3) General Property Details**

3.1 Number of bedrooms \_\_\_\_\_  
 3.2 How many are double bedrooms (10.22m square+)? \_\_\_\_\_  
 3.3 Property Type\* **Bedsit / Studio / Bungalow / Flat / House / Maisonette**  
 3.4 Floor in Building\* *Basement / Ground floor / 1st floor / 2nd floor / 3rd floor / 4th floor / 5th floor / 6th floor / 7th floor / 8th floor ... .. / Not applicable*

**4) Applicant Eligibility Details**

4.1 Minimum Client Age \_\_\_\_\_ 4.2 Sheltered\* Yes / No  
 4.3 Mobility Standard\* Yes / No 4.4 Adapted Standard\* Yes / No

**5) Property Facilities**

5.1 Garden\* *Communal garden / Details awaited / No garden / Own garden*  
 5.2 Heating Type\* *District Heating / Electric Fires / Electric Radiators / Electric Warm Air / Gas Fires / Gas Radiators / Gas Warm Air / Boiler / Individual Appliance / Solid Fuel Fires / Solid Fuel Grate / Solid Fuel Heating / Storage Heaters / Underfloor Electric / Underfloor Gas / Unspecified heating*  
 5.3 Lift\* Yes / No 5.4 Warden\* Yes / No 5.5 Personal assistance alarm\* Yes / No  
 5.6 Parking facilities\* *Allocated parking / Available parking spaces / Carport / Communal parking / Details awaited / External garage / Integral garage / No parking*  
 5.7 Double glazing\* Yes / No

**6) Financial Details**

6.1 Weekly Rent \_\_\_\_\_ 6.2 Weekly Service Charges \_\_\_\_\_  
6.3 Weekly Other Charges \_\_\_\_\_

**7) Marketing Information**

Up to 50 words free text about the property, desirable local amenities:

**8) Other Relevant Property or Area Information**

Not for publication:

**9) Property image**

Please select as appropriate\*

- a) An image of the property is attached with this nomination request (please save file as Street or Block Name, property number, RSL abbreviation, postcode (eg Upper St 102 E13 L&Q)
- b) An image of the property has previously been sent
- c) We request that the ELLC arrange to capture an image of this property and understand that we will be invoiced £15+ VAT for this.

Please invoice (name): \_\_\_\_\_

Address: \_\_\_\_\_

Quote reference number: \_\_\_\_\_





## APPENDIX 3 DETAILS OF NOMINATION

Offer Address: \_\_\_\_\_

Final Offer: Yes  No   
Nomination Details

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_ Computer Ref: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Family Composition**

Relationship	Name	DOB	Relationship	Name	DOB
Applicant	I.				

Access Queue

- General**     Transfer     Mobility     Council Interest Transfer  
 **Decant**     Override     Emergency     **Special Schemes**

Other Information

\_\_\_\_\_  
\_\_\_\_\_

Result

Tenancy Date: \_\_\_\_\_

Nominee Refusal: Yes  No

H/A Rejection: Yes  No

Reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LBN Contact: Mark Goddard	Tel: 020 8430 5405: Fax : 020 8430 6535
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**Appendix 4****Bedroom requirements**

The table below gives an indication of bedroom requirements by size of household

SINGLE APPLICANT (INCLUDING PREGNANT WOMEN)	BEDSIT
SINGLE APPLICANT/COUPLE WITHOUT CHILDREN (INCLUDING PREGNANT WOMEN)	1 BEDROOM
PARENT/S WITH ONE CHILD  PARENT/S WITH TWO CHILDREN (SAME SEX)  PARENT/S WITH TWO CHILDREN OF DIFFERENT SEX WHERE BOTH ARE UNDER EIGHT YEARS OF AGE  TWO ADULTS (NOT CO-HABITING COUPLE)	2 BEDROOMS
PARENT/S WITH TWO CHILDREN OF DIFFERENT SEX WHERE ONE IS OVER EIGHT YEARS OLD  PARENT/S WITH THREE CHILDREN  PARENT/S WITH FOUR CHILDREN (except those described below who may apply for 4 bedroom properties)	3 BEDROOMS
PARENT/S WITH FOUR CHILDREN WHERE THERE ARE THREE CHILDREN OF SAME SEX AND ONE OF DIFFERENT SEX, AND CHILD OF DIFFERENT SEX IS OVER EIGHT YEARS OF AGE.  PARENT/S WITH FIVE OR MORE CHILDREN	4 BEDROOMS

**APPENDIX 6**

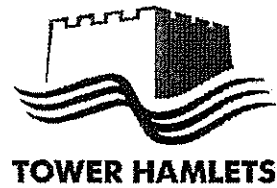
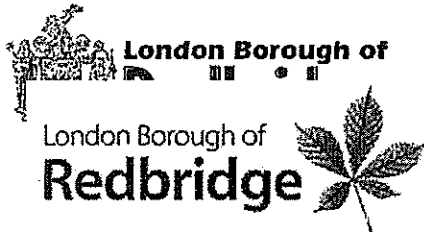
**East London Sub Region Nominations Protocol**

# EAST LONDON SUB REGION NOMINATIONS PROTOCOL

East London Housing Partnership



**CITY  
OF  
LONDON**



## East London Sub Region Protocol for Cross Borough Nominations

### 1. Introduction

This protocol defines the methodology and policy for pooling regional nominations to housing units developed with the East London Housing Partnership, including the following boroughs:

- Barking and Dagenham
- Corporation of London
- Hackney
- Havering
- Newham
- Redbridge
- Tower Hamlets
- Waltham forest

Partner housing associations developing in the sub region will be signatories to this Protocol. The London Regional Office of the Housing Corporation will be invited to endorse this document.

#### The protocol:

- Describes how nominations subject to pooling will be shared out. It applies to all new **socially rented** homes developed by housing associations with Social Housing Grant (SHG) and any other recipients of SHG.
- Applies to the re-letting of those homes and covers homes developed on sites out of London but funded through the East London Housing Partnership with SHG.

The exceptions to the protocol are detailed.

Where this protocol does not apply to nominations, the usual borough arrangements will be applicable.

### 2. Background

The Housing Corporation introduced a strategic approach to investment in 2001/02. The move was in recognition of the fact that housing markets do not respect borough boundaries and that London's housing problems are best met on a strategic level. In response to this, in 2003 the East London Housing Partnership developed the East London Affordable Housing Investment Framework which provided an outline of what the eight boroughs wished to see developed in East London over the following two years.

The Approved Development Programme has moved incrementally since then to a pooling of nominations and a sharing of investment opportunities across the East London sub region.

It is expected that along side these sub regional schemes there are likely to be a small number, which, as a result of their strategic impact, will be pan-London schemes.

### **3. Principles**

The Protocol attempts to ensure:

- A consistent fair and coherent methodology and policy is applied with regard to sub-regional housing allocations and nominations (both initial lettings and subsequent re-lets).
- Due regard is given to those households with specific needs, such as Black and minority ethnic or supported needs housing.
- The independence of housing associations and their regulatory duty and the statutory and strategic duties of boroughs are mutually respected.
- Exceptional circumstances to any scheme will be considered as long as any arrangements are in agreement with the host borough and the housing association, are in keeping with meeting housing need as set out in East London Affordable Housing Investment Framework and have been formally approved by the East London Housing Partnership Board.
- A balance between the statutory duties to meet housing need and to alleviate homelessness, a commitment to community cohesion, sustainability and regeneration in its widest sense is achieved.
- To minimise through the operation of this protocol any forced rehousing of a borough's housing applicants in other boroughs' areas.

In signing this protocol partners agree to the following objectives:

- Co-operation, consensus and fairness

The partners agree to work together to meet the housing needs of people in East London and achieve consensus through adopting the approach set out in this protocol. Partners agree to aim to achieve greater consistency in allocation policies. Partners also agree to strive for continuous improvement with this agreement. The tensions in the nomination processes are recognised. We will work to resolve these issues through this Protocol, close liaison and other agreements.

- Equality and diversity and customer satisfaction

The parties will monitor and review the operation of the protocol processes to ensure that outcomes promote equality of opportunity and diversity.

In the operation of this protocol the parties agree to strive towards customer satisfaction and continuous improvement in its operation.

- Transparency

The parties agree to adopt open, transparent and accountable ways of working. We recognise inherent tensions in the nominations processes.

The parties agree to regular liaison to ensure the effective implementation of the protocol and to ensure that agreed outcomes are achieved.

- Community cohesion and sustainable communities

The parties are committed to promoting community cohesion and sustainable communities as set out in the London Housing Strategy. Partners will have regard to East London Affordable Housing Investment Framework and ensure that there is a reasonable balance between meeting housing need and sustainability.

- Accessibility and publicity

A communications strategy will be developed. The nominations and lettings processes developed from this Protocol will be publicised and operated in a manner that makes them accessible to all local communities in the East London Sub Region.

#### **4. Processes**

The Protocol applies to all Housing Corporation socially rented schemes funded through the National Affordable Housing Programme (formerly the approved Development Programme) element of the single regional housing pot on a sub regional basis. It does not apply to:

1. Existing agreements between individual boroughs and housing associations that pre-date the new sub regional and pan London arrangements
2. Temporary social housing
3. Regeneration of existing social rented homes. Subject to the application of other exemption clauses, the protocol would apply to those new rented homes in regeneration schemes, pro-rata across bedroom sizes, which are net additions to the social rented stock in regeneration schemes units not used by right to returns will also be exempted.
4. Supported housing schemes
5. Schemes not in receipt of Social Housing Grant
6. Low cost home ownership and key worker schemes, which are covered by separate agreements
7. Additional homes funded entirely through section 106 agreements
8. Where developments have been enabled by boroughs through their own capital funding, sale of land at below cost or use of S106 planning powers they will receive additional nominations to reflect the value of their contribution as a percentage of the Total Scheme Costs of the project. For example, if the local authority provides a discount of £100,000 on the value of the land and this represented 20% of the Total Scheme Cost [after the actual sale price of the land had been included] then that authority would receive an initial 20% top slice of the total scheme to reflect the discount. The remaining units would then be divided in the usual way, a further 25% host borough premium, 25% for the developing RSL, which will be subject to local nominations agreements and/or local Common Housing Register arrangements,



then a division based upon the relative HNI scores of the eight authorities in East London. So in a 20 unit scheme with a 20% discount, the host borough would get four units [20% top slice] then a further four [25% of 16], a further four would go to the developing RSL, which will be subject to local nominations agreements and/or local Common Housing Register arrangements, and then the host Borough would also receive whatever its HNI score would generate on the remaining eight units.

- 9 Properties funded jointly by an authority and the Housing Corporation. Contributions will be worked out on a pro rata basis and the relevant number of units then excluded from the terms of this protocol.

### **Method of Calculating Nominations**

The process of distributing nominations to new social rented homes is as follows:

- 25% host borough premium for each scheme developed in that borough
- 25% for the developing RSL, which will be subject to local nominations agreements and/or local Common Housing Register arrangements
- Borough Housing Needs Indicator is then applied to the whole sub regional pool after the 50% has been taken off.

### **Housing Needs Indicator**

The determining factors influencing whether a borough receives or nominates households under the sub regional arrangements are the Housing Needs Indicator (HNI) after the level of development HNI governs the quota of nominations for any given authority.

If the development of units within each borough reflected HNI, the nomination effects would be neutral. The presumption is that boroughs will maximise their nomination quota on in-borough schemes thereby minimising the number of cross borough nominations.

Current calculations of HNI will apply until such time that it is replaced with another system.

HNI Indicators for each Borough;

HNI Scores	%	%
	2004-06 Programme	2006-08 Programme
Barking & Dagenham	4.57%	7.09%
City of London	0.36%	0.04%
Hackney	23.48%	20.62%
Havering	3.50%	3.28%
Newham	28.20%	29.48%
Redbridge	7.02%	6.56%
Tower Hamlets	21.51%	17.59%

Waltham Forest	11.36%	15.26%
East London Score	100%	100%

### **Calculating the share of relet properties**

To ensure the continuation of sub regional nomination arrangements into the future, the units will remain in perpetuity with the authority to which it was originally allocated.

## **5. Nominations Process - Application**

Boroughs and housing associations will receive a monthly updated spreadsheet giving the latest picture in terms of nomination rights. This may change if, as often happens, the programme changes in year. This spreadsheet will advise on the number and type of properties that should be offered to nominees from other boroughs.

It will be the responsibility of the developing RSL to liaise with the host Borough prior to the handover of a scheme. This will include ensuring the details of the nomination schedule are correct as agreed through the ELHP and agreeing specific details of which individual addresses are given to each qualifying Borough. Local discretion will be applied terms of use of wheelchair accommodation, floor height, etc

All requests for nominations from developing RSLs will then be made direct to the host borough and nominating boroughs simultaneously. It will be the responsibility of all boroughs to provide nominees within the timescales and if nominating boroughs fail to provide nominate or nominees reject offers then the nominations will revert to the host borough.

Both the host borough and the ELHP Co-ordinator will be provided with details of requests for nominees and progress, through the use of a standard ELHP scheme tracking template.

The nominating borough will have two options for referral. If both sets of these referrals were refuse, then the property will revert back to the host borough for nomination. The first nominations must be made by the nominating borough within two to three weeks of the property being advertised in the choice based lettings magazine. If this referral refuses the property, the nominating borough will have a further two to three working days to provide the second set of nominations. Although the property reverts back to the host borough where the nominating borough is unable to take up its rights, the property is still tagged to the original nominating borough which will be able to exercise its rights when the property is made available as a relet.

The developing RSLs are required to set up multiple viewings and signing up arrangements and feedback that information to the host borough.

## 6. Process for obtaining data in each Programme Cycle

- A. All Local Authority Lettings Managers are in possession of appropriate templates, which are filled in with details of individual schemes once their funding has been confirmed, and passed onto ELHP Coordination Team to calculate the entitlements.
- B. For every scheme included in the Sub Regional pot, the following will happen:
  - i. Total scheme no. of units is divided by 2, rounded to the next LOWEST number where there is a decimal (For example, if the development scheme is for 5 units in total, the number assigned to the sub regional pot is 5 divided by 2, which equals 2.5, rounded to the next lowest number, which is 2. Therefore the number of units assigned to the sub regional pot is 2 in this case). This number is then used to calculate, using the HNI ratios as set below, how many units are assigned to each borough according to their HNI score.
  - ii. An HNI calculator has now been added to the spreadsheet which should facilitate more accurate calculation of entitlements. The calculator is a simple pre-programmed table on the spreadsheet, where you only need to insert the number of units for the sub regional pot for the scheme, and pressing "enter" then calculates the apportionment of units to each borough, based on their HNI score. Partner lead officers are invited to go through this with the ELHP team if they perceive any problems, to facilitate familiarity with the process.
  - iii. When using the HNI scores to calculate entitlements, if total of rounded numbers for each borough is LESS than the number required for the Sub Regional pot, then the number with the highest DECIMAL value is chosen and rounded up to the next whole number, to make the total add up to the number required. The reverse is performed if the total for the rounded numbers add to MORE than the number required.
  - iv. For each scheme, the "entitlement" is calculated for each borough using the HNI score. This gives the "target" for each borough column, which is inserted manually into the spreadsheet, by dividing among "Unit Types" available for the individual scheme (having 50% of each Unit Type removed for Host Borough Premium) in an equitable manner as far as possible, ensuring that once all the entitlements for all the boroughs have been inserted, the

total for each Unit Type does not exceed the number available for the Sub Regional Pot.

- C. The RSL Lead Officer will alert the ELHP coordination team and the Local Authority Lettings Manager, as to which new scheme will be ready in Approximately 3 months; the calculations for sharing the properties are based on the pre-calculated entitlement schedules (see 'B' above). The 'Actual Lettings' data is confirmed directly between RSL Lead Officers, Borough Lettings Managers and the ELHP coordination team, and the RSL can go ahead to obtain nominations once the Local Authority Lettings Managers are satisfied that the calculations are correct.
- D. Any challenges to the Entitlement numbers calculations by the ELHP Coordination team should be highlighted as early as possible in the process to avoid confusion later on.
- E. The ELHP coordination team will contact both RSL and Local Authority Lead Officers at three monthly intervals to ensure that:
  - i. The schemes list for each borough is still accurate and valid
  - ii. To agree on the data to date
  - iii. Make amendments as necessary and report latest position
- F. The Local Authority Lettings Managers undertake to ensure that they check their schemes list for the Sub Regional pot at least every three months and report any changes / anomalies to the ELHP coordination team immediately in writing, ensuring the email has been received if that is the means used.
- G. The RSL lead officers will ensure that all schemes coming up to completion are brought to the attention of both the borough lettings manager and the ELHP coordination team well before the nominations process is due to begin, ensuring they are in possession of, and confirming with the ELHP team one last time, the entitlement calculations for the Sub Regional pot.
- H. The ELHP coordination team will keep the spreadsheet up to date and make summary data available to the Lettings Managers Group on a three monthly basis.

## **7. Sustainability**

The boroughs and housing associations in the sub region are committed to the principle of promoting community cohesion and sustainable communities as set out in the London Housing Strategy and the sub regional housing

strategy. The East London Housing Partnership recognises that there is more work to be done in translating this into action through the lettings process.

Consideration should be given to lettings at an early stage and that this should involve housing managers and future residents where possible. The partners should also have regard to households with specific needs, in particular, BME households.

## **8. Choice**

Not all of the Boroughs in the East London Housing Partnership have adopted choice based lettings. The protocol and the nominations arrangements have therefore been designed to be able to work in the context of both choice based lettings and direct lettings systems.

## **9. Marketing and Publicity**

The host authority or housing association should provide to nominating authorities such information as is necessary to market new developments to prospective tenants. In East London, nominations through choice based lettings must have a photograph. The parties undertake to ensure that there is appropriate literature about the schemes and landlords available to nominees. Housing associations will provide publicity for schemes subject to cross borough agreements well in advance of handovers.

## **10. Private Developers**

The East London Housing Partnership expects the Protocol to apply to any unregistered body that may in future develop new homes for rent through Social Housing Grant. If social housing is developed through an unregistered body and management retained by that body (rather than an RSL), this protocol will be revised accordingly following negotiation with that body. The aim will be to ensure that the new body will be obliged to fulfil the obligations of RSLs under this protocol.

## **11. Withdrawal from the Agreement**

The eight local authorities and their housing association partners understand and accept that inter borough nomination arrangements are a condition of capital funding from the Housing Corporation. If any one borough wishes to withdraw from the partnership arrangements set out in this protocol, the sub region will approach the Housing Corporation to request that housing associations are instructed to bypass that borough when dealing with nominations that should be subject to inter borough nominations.

## **12. Reviewing the Protocol**

To ensure that it is working effectively and does not give rise to any significant concerns the Protocol will be reviewed after six months and then every two years after that. The signatories will agree any amendments.

## **BOROUGH LETTINGS CONTACTS**

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LB Redbridge	Yogesh Sharma	020 8708 4132	<a href="mailto:Yogesh.sharma@redbridge.gov.uk">Yogesh.sharma@redbridge.gov.uk</a>
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