

DATED 24<sup>th</sup> March 2016

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) 35 MONIER ROAD LLP

(3) STEPHEN JOHN HARRINGTON AND RUSSELL WATSON (as Trustees of The Abba Litho (Sales) Limited Retirement and Death Benefit Scheme)

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**PLANNING OBLIGATION BY AGREEMENT**

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

**and all other powers enabling**

**relating to 33-35 Monier Road, London E3 3PR**

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CERTIFIED TO BE A TRUE AND COMPLETE  
COPY OF THE ORIGINAL  
DATED THIS 1 DAY OF APR 2016  
*Pinsent Masons*  
Pinsent Masons LLP .....

THIS ... .. 19...

STATE OF ... ..

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CERTIFIED TO BE A TRUE AND COMPLETE COPY OF THE ORIGINAL DATED THIS ... DAY OF ... 20...  
  
Grand Master, E.P.  
  
Grand Masons E.P.  
  
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THIS AGREEMENT is made on 24<sup>th</sup> March 2016.

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) **35 MONIER ROAD LLP** (Company Number OC392932) of First Floor Kirkdale House, 7 Kirkdale Road, Leytonstone, London E11 1HP (the "Applicant"); and
- (3) **STEPHEN JOHN HARRINGTON of Rose Cottage, Dunmow Road, Fyfield, Ongar, Essex CM5 0NR AND RUSSELL WATSON 19A Chesham Avenue, Petts Wood, Orpington, Kent BR5 1AA** as Trustees of the Abba Litho (Sales) Limited Retirement and Death Benefit Scheme (the "Owner").

**RECITALS**

**WHEREAS:**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry with Title Number EGL212455.
- (C) The Applicant has the benefit of an agreement dated 20<sup>th</sup> June 2014 (as varied by a Supplemental Agreement dated 21<sup>st</sup> December 2015) to purchase the Site from the Owner which is registered by way of unilateral notice against the abovementioned title number.
- (D) The Planning Application was validated by the LPA on 8 June 2015.
- (E) On 27 October 2015 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

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

- |                                 |  |
|---------------------------------|--|
| "1990 Act"                      | Town and Country Planning Act 1990;  |
| "Agreement"                     | this agreement made pursuant to section 106 of the 1990 Act and other enabling powers; |
| "Anticipated Commencement Date" | the date on which the Developer reasonably considers in all the                        |

circumstances that the Development will be Commenced;

**"Approve"**

a decision by the LPA to approve a Submitted Document pursuant to any of the following:

1. Clause 9 (approval of a Submitted Document as submitted);
2. Clause 10.2.2 (approval of a Submitted Document incorporating the Report Amendments);
3. Clause 10.3.3 (approval of a Submitted Document following a meeting to discuss the Report Amendments);
4. Clause 10.4.3 (approval following a meeting to discuss a Submitted Document following non-determination by the LPA);
5. Clause 11 (approval of a Submitted Document following a decision of the Expert)

and **"Approval"** and cognate expressions shall be construed accordingly;

**"Building"**

means a building comprised in the Development;

**"Commencement"**

the carrying out of a material operation as defined in section 56(4) of the 1990 Act and **"Commence"** and **"Commenced"** shall be construed accordingly;

**"Commencement Date"**

means the date upon which the Development is Commenced;

**"Completed"**

completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and **"Complete"** and **"Completion"** shall be construed accordingly;

**"Comply"**

implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and **"Compliance"** shall be construed accordingly;

**"Condition"**

means a condition of the Planning Permission;



<b>"Consent"</b>	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;
<b>"Council"</b>	means the London Borough of Tower Hamlets and its successor in function;
<b>"CPI"</b>	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it;
<b>"Developer"</b>	shall have the meaning ascribed to it in clause 1.2.7;
<b>"Development"</b>	the development of the Site and all other operations and/or works authorised by the Planning Permission;
<b>"Dispute"</b>	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
<b>"Expert"</b>	an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute;
<b>"First Occupation"</b>	means first Occupation of the Development or any part thereof;
<b>"Index"</b>	means the CPI;
<b>"Indexed"</b>	means in relation to an sum that it is to be increased in accordance with clauses 16.2 and 16.3;
<b>"LPA Response Date"</b>	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where: <ol style="list-style-type: none"> <li>1. the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or</li> <li>2. the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised</li> </ol>

Submitted Document;

**"Occupy" and "Occupation"**

means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing;

**"Off Site"**

on land outside the Site;

**"On Site"**

on land within the Site;

**"Parties"**

the parties to this Agreement and the word **"Party"** shall mean either one of them;

**"Plan 1"**

means the plans annexed to this Agreement at Appendix 1;

**"Plan 2"**

means the plan annexed to this Agreement at Appendix 2;

**"Plan 3"**

means the series of drawings annexed to this Agreement at Appendix 3;

**"Plan 4"**

means the plan annexed to this Agreement at Appendix 4;

**"Planning Application"**

the application for planning permission submitted to the LPA and given reference number 15/00212/FUL by the LPA for the development of a six storey redevelopment incorporating 675m<sup>2</sup> of commercial workspace (B1 and sui generis use class) at ground level; along with 45 Residential Units at levels one to five; new public realm, landscaped amenity space and associated works;

**"Planning Permission"**

the planning permission which may be granted subject to conditions for the proposals within the Planning Application and a draft of which is attached at Appendix 6;

**"Private Residential Units"**

means Residential Units which are neither Affordable Rented Housing Units or Shared Ownership Units provided pursuant to paragraph 2 of Schedule 1;

**"Reasonable Endeavours"**

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

of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);

**"Refusal Notice"**

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

**"Report Amendments"**

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

**"Requisite Consents"**

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

**"Residential Unit"**

means a residential unit provided as part of the Development;

**"Site"**

the land shown edged red on Plan 1;

**"SSAS"**

a small self-administered occupational pension scheme registered with HMRC.

**"Submitted Document"**

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

**"Superstructure"**

means any part of the Development built above the foundation;

**"Supplemental Agreement"**

means a deed of unilateral planning obligation under section 106 of the 1990 Act to secure the performance of covenants in this Agreement save for any that have been discharged in the interim;

**"Utility Undertaker"**

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

any occupier of premises within the Site;

**"Working Day"**

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

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of an Appendix to this Agreement;
- (e) table is to a table of an Appendix to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) Plan, is to a plan annexed to this Agreement as an Appendix;

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

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

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

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;

1.2.5 references to the Site include any part of it;

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

1.2.7 subject to Clauses 2.5 and 2.6 references to the Developer in this Agreement include:

- (a) the Applicant;

- (b) the Owner;
  - (c) persons deriving title from the Owner; and
  - (d) the Owner's successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 **"including"** means **"including without limitation"**;
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
  - 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

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

1.7 the Owner is a SSAS and shall be deemed to include anyone that the Trustees of the SSAS consider appropriate and/or nominate from time to time or sell their rights under the scheme to and in the event that the SSAS is wound up as an ongoing concern all references to the Owner shall be deemed to include the beneficiaries of the SSAS as at the date of the winding up of the scheme.

## **2. EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and, subject to Clauses 2.5 and 2.6, the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest Provided it is further agreed that the obligation in clause 15 of this Agreement to pay the LPA's costs shall be met by the Developer/Applicant and the Owner shall not be liable for such costs.
- 2.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.7 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.8 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Developer) modified.

2.9 Subject to clause 2.10 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

2.10 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

### 3. **CONDITIONALITY**

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

### 4. **THE DEVELOPER'S COVENANTS WITH THE LPA**

4.1 The Applicant and the Owner on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;

4.1.2 notify the LPA within 5 Working Days of the Owner's interest in the Site being transferred to the Applicant;

4.1.3 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

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

### 5. **THE LPA'S COVENANTS WITH THE DEVELOPER**

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

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

5.3 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon

payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies

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

6. **NOTICES**

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

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

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

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

**LPA:**

Address: Director of Planning Policy and Decisions,  
London Legacy Development Corporation – Planning  
Policy and Decisions Team  
Level 10  
1 Stratford Place  
Montfichet Road  
London E20 1EJ

For the attention of: Anthony Hollingsworth

**Applicant:**

Address: 35 Monier Road LLP  
1<sup>st</sup> Floor, Kirkdale House  
7 Kirkdale Road  
Leytonstone  
London  
E11 1HP

For the attention of: The Company Secretary



**Owner:**

**Address:** C/o Joelson Wilson LLP  
30 Portland Place  
London  
W1B 1LZ

**For the attention of:** Philip Otvos

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

## 7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

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

## 8. VERIFICATION AND ENFORCEMENT

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

## 9. APPROVAL

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

9.1.1 40 (forty) Working Days of receipt of the Submitted Document from the Developer, or

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

**PROVIDED THAT** where Clause 9.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Submitted Document from the Developer and **FURTHER PROVIDED THAT** in the event the LPA confirms that it does not Approve the Submitted Document the LPA shall issue a Refusal Notice and in the event the LPA does not provide the

confirmation within the 40 (fourty) Working Days or 50 (fifty) Working Days (as applicable) the provisions of Clause 10.4 shall apply.

## 10. REFUSAL NOTICE

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

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

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

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

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

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

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

10.3.2 in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 11 shall apply;

10.3.3 in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.

10.4 In the event the LPA does not Approve the Submitted Document or issue a Refusal Notice within the time period specified in Clause 9 the following provisions shall apply:

10.4.1 not more than five Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;

10.4.2 in the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 11 shall apply;

10.4.3 in the event the Developer and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:

(a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA

Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply; or

- (b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.

10.5 The LPA and the Developer may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 10.1 to 10.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

## 11. DISPUTE RESOLUTION

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

11.2 The Notice must specify:

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

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

11.2.3 the proposed Expert.

11.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 11.7 provides otherwise) to nominate the Expert at their joint expense.

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

11.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.

11.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

11.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:

11.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;

- 11.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 11.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 11.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 11.7.5 in all other cases, the President of the Law Society to nominate the Expert.

**12. NO WAIVER**

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

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

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

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

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

**15. THE LPA'S COSTS**

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

15.1.1 the LPA's and the Owner's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement); and

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

**16. FINANCIAL CONTRIBUTIONS AND INDEXATION**

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

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

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

date of this Agreement until the date the sum or value falls to be considered or applied.

**17. SUPPLEMENTAL AGREEMENT**

17.1 Within 7 Working Days of the Applicant acquiring the freehold interest in 33-35 Monier Road it shall:

17.1.1 notify the LPA of such transaction;

17.1.2 enter into the Supplemental Agreement; and

17.1.3 deliver the completed Supplemental Agreement to the LPA.

17.2 The Developer covenants that prior to the Commencement Date the Supplemental Agreement shall be completed and delivered to the LPA and that the Development shall not Commence unless the Supplemental Agreement has been completed and delivered to the LPA.

**18. JURISDICTION AND LEGAL EFFECT**

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

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

**19. EXECUTION**

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

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## SCHEDULE 1

### AFFORDABLE HOUSING

#### DEFINITIONS

- "Affordable Housing"** means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;
- "Affordable Housing Contracts"** means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider;
- "Affordable Housing Provider"** means a provider of Affordable Housing Approved in respect of the Development pursuant to paragraph 1.1 of this Schedule;
- "Affordable Housing Units"** means the Residential Units to be provided as Affordable Housing pursuant to this Schedule;
- "Affordable Housing Management Scheme"** means a scheme specifying:-
- (a) management and servicing arrangements for the Affordable Housing Units; and
  - (b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charge;
- "Affordable Rented Housing"** means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents;
- "Affordable Rented Housing Units"** means Affordable Housing Units to be made available for Affordable Rented Housing pursuant to paragraph 2 of this Schedule;

**"Affordable Rents"**

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

Size of Affordable Housing Unit	Maximum rent
1 bedroom	65% of local market rent
2 bedroom	55% of local market rent
3 bedroom	50% of local market rent

**SUBJECT TO** an annual percentage rent increase by reference to the amount of the annual increase in the CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA pursuant to the consultation entitled "**The Regulatory Framework for Social Housing in England from April 2012 Annex A: Rent Standard Guidance**";

**"Grant Funding"**

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

**"Homes and Communities Agency" or "HCA"**

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

**"HomeBuy Agent"**

means a body appointed or approved by the HCA to act as agents for the allocation of the Shared Ownership Units;

**"Intermediate Housing"**

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

**"Intermediate Units"**

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



**"Lifetime Home Standards"**

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

**"Model Form of Lease"**

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

**"National Rent Regime"**

means the regime under which the social rents of tenants of social housing are set, with particular reference to the Guide to Social Rent Reforms (March 2001) and the Rent Influencing Regime Guidance (October 2001);

**"Perpetuity"**

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

**"Rental Cap"**

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

Size	Weekly Rent (inc Service Charge) on first letting of an Affordable Rented Housing Unit
1 bedroom	£185
2 bedroom	£202
3 bedroom	£248

**SUBJECT TO** an annual percentage rent increase by reference to the amount of the annual increase in the CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA pursuant to the consultation entitled "**The Regulatory Framework for Social Housing in England from April 2012 Annex A: Rent Standard Guidance**";

**"Rents and Nominations Agreement"**

means the Council's standard rents and nominations agreement;

**"Shared Ownership Housing"**

means a unit occupied partly for rent and partly by way of owner occupation on shared

ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease;

**"Shared Ownership Units"**

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

**"Social Rented Housing"**

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

**"Staircasing"**

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

**"Target Rents"**

means rents calculated in accordance with the formula set out in the Guide to Social Rent Reforms in the Local Authority Sector published by the Department of the Environment, Transport and the Regions in March 2001 or such amended formula published by the Government from time to time and also in accordance with any documents published by the HCA giving effect to such formula or amended formula.

**1. AFFORDABLE HOUSING PROVIDER**

1.1 Prior to the erection of the Superstructure or within 12 months of the Commencement of Development (whichever is sooner) the Developer shall submit to the LPA and obtain its Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the Development.

1.2 The Developer will:

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

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

**2. MINIMUM AFFORDABLE HOUSING PROVISION**

2.1 Not less than 4 Residential Units shall be provided as Intermediate Units.

2.2 Not less than 6 Residential Units shall be provided as Affordable Rented Housing Units.

2.3 The Affordable Housing to be provided pursuant to paragraphs 2.1 and 2.2 above shall comprise the following unit size mix:

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

2.4 Not more than fifty per cent (50%) of the Private Residential Units shall be Occupied until:

2.4.1 fifty per cent (50%) of the Affordable Rented Housing Units and the Intermediate Units are:

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

2.5 Not more than seventy per cent (70%) of the Private Residential Units shall be Occupied until:

2.5.1 one hundred per cent (100%) of the Affordable Rented Housing Units and the Intermediate Units are:

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

### 3. AFFORDABLE RENTS AND AFFORDABILITY CRITERIA

3.1 The rent (inclusive of service charge) charged for the first letting of any Affordable Rented Housing Unit shall not exceed the applicable Affordable Rent **PROVIDED THAT:**

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

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

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

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

### 4. GRANT FUNDING

4.1 The Developer shall:

4.1.1 use Reasonable Endeavours to secure Grant Funding;

- 4.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;
- 4.1.3 if Grant Funding is secured, notify the LPA as to the quantum, tenure and proposed location of the additional Affordable Housing to be provided in the Development.
- 4.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to Paragraph 4.1 above.
- 4.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the Development with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.
- 4.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Developer shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or Commencement of Development notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "**Grant Funded Unit**").
- 4.5 In respect of the disposal of any Grant Funded Unit the purchase price shall not exceed eighty five per cent (85%) of the market value of that unit on the assumption that it is a Private Residential Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.
- 4.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's administrative area.

## 5. GENERAL

- 5.1 The Developer hereby covenants with and undertakes to the LPA that the Developer will in respect of Affordable Housing:-
  - 5.1.1 not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity;
  - 5.1.2 provide that 10% of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible dwellings to the LPA for Approval prior to commencement and notify the LPA at least nine months prior to their Completion;
  - 5.1.3 provide the Affordable Housing Units in accordance with the London Mayor's Housing Supplementary Planning Guidance Housing (November 2012) and Lifetime Home Standards;
  - 5.1.4 ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract;

5.2 The provisions of this Schedule will not bind:

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

- (a) it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;
- (b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and
- (c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with paragraph 5.2.1(b) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the Affordable Housing Units;

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

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

5.2.4 any completed Affordable Housing Units where a Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or

5.2.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 5.2.1 to 5.2.4.

5.3 The Developer will procure that the Transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Shared Ownership Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.

- 5.4 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.
- 5.5 No Affordable Housing Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the London Borough of Tower Hamlets in respect of the Affordable Housing Units and evidence thereof has been provided to and approved in writing by the LPA.
- 5.6 Unless otherwise agreed in writing by the LPA, no Affordable Housing Unit shall be Occupied before an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and the Affordable Housing Units shall thereafter be Occupied in accordance with the approved Affordable Housing Management Scheme.

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

6.1 Subject to the terms of this Schedule and any Rents and Nominations Agreement:

- 6.1.1 no Affordable Rented Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Housing Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Housing Unit; and
- 6.1.2 no Intermediate Unit provided under the terms of this Schedule shall be Occupied other than as an Intermediate Unit pursuant to a Model Form of Lease save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Intermediate Unit.

## SCHEDULE 2

### VIABILITY REVIEW

#### DEFINITIONS

- "Construction Contract"** means a contract for the construction and completion of the Development entered into by the Developer in such form as is custom and practice to use in the industry incorporating the programme for the completion of the Development by a specified completion date documentary evidence of which shall be submitted to the LPA in writing;
- "Deferred Affordable Housing"** means the Deferred Affordable Housing Units or the Deferred Affordable Housing Payment;
- "Deferred Affordable Housing Units"** means Affordable Housing to be provided as part of the Development in addition to the Affordable Housing Units to be provided pursuant to Schedule 1 of this Agreement up to a maximum of 6 Residential Units (in addition to the 10 secured by Schedule 1) in accordance with the Deferred Affordable Housing Scheme;
- "Deferred Affordable Housing Payment"** means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the Development above the figure of 10 Residential Units secured through Schedule 1 of this Agreement up to a cap of fifty per cent (50%) of the Residential Units comprised within the Development in accordance with the requirements of Policy H.2 of the London Legacy Development Corporation Local Plan (adopted on 21st July 2015) to be agreed between the Developer and the LPA or determined by the Specialist;
- "Deferred Affordable Housing Scheme"** means a scheme specifying the quantum, size and location of the Deferred Affordable Housing Units with reference to plans and drawings approved as part of the Planning Application, which:
- (a) is submitted by the Developer with any Viability Review; and
  - (b) is either:
    - (i) agreed by the LPA and the Developer; or
    - (ii) determined by the Specialist;
- "Force Majeure"** fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion or terrorist activity;

<b>"Memorandum"</b>	means a memorandum made in accordance with paragraph 12 of this schedule;
<b>"Relevant Report"</b>	means a detailed report setting out and evidencing the Developer's reasons and justification (financial and otherwise) as to why any Viability Review submitted would not support any Deferred Affordable Housing;
<b>"Specialist"</b>	means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with clause 11.3 of this Agreement;
<b>"Substantial Commencement"</b>	means the occurrence of all of the following events: <ul style="list-style-type: none"> <li>(a) a Construction Contract is let by the Developer and certified documentary evidence of the same is provided to the LPA; and</li> <li>(b) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter); and</li> <li>(c) Commencement of the Development has occurred and works (including but without limitation building or engineering works) pursuant to the Construction Contract have taken place and are ongoing in respect of the Development for at least three (3) calendar months (without interruption to the construction programme under the Construction Contract lasting more than one (1) week in total in any given month);</li> </ul>
<b>"Unconditional Obligation Certificate"</b>	means a certificate provided by solicitors acting for the Developer to the effect that: <ul style="list-style-type: none"> <li>(a) the Developer has completed the Construction Contract in which a construction contractor agrees to construct the whole Development by a specified completion date in accordance with an agreed programme subject to the usual extensions, and</li> <li>(b) all contractual conditions precedent to the enforcement of the obligation to construct the Development referred to at (a) above have been satisfied;</li> </ul>
<b>"Viability Review"</b>	means a review to be provided by the Developer assessing the ability of the Development to viably



deliver some or all of the Deferred Affordable Housing based upon a review of relevant income assumptions undertaken in accordance with the supporting statement prepared by Savills dated 28 July 2015.

**1. EVIDENCE OF COMMENCEMENT**

Upon the occurrence of Substantial Commencement within 15 months of the date of grant of the Planning Permission the Developer shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the Site at all reasonable times for the purposes of inspecting the Site and verifying Substantial Commencement.

**2. VIABILITY REVIEW**

2.1 If the Development has not been Substantially Commenced within 15 (fifteen) months of the date of the Planning Permission the Developer shall prior to Substantial Commencement or as the case may be prior to any undertaking any further development work which would constitute Substantial Commencement submit to the LPA a Viability Review which shall be accompanied by:

2.1.1 either:

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

2.1.2 the Construction Contract; and

2.1.3 an Unconditional Obligation Certificate

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

**3. INTERRUPTIONS TO THE PROGRAMME**

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

**4. CONTENT OF VIABILITY REVIEW**

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

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

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

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

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

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

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

and for the avoidance of doubt nothing in this paragraph 5.1 shall amount to agreement of any of the matters contained in the Viability Review nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to paragraph 6 provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 5.1.2 above.

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

5.3 The Developer acknowledges that during the course of negotiations pursuant to paragraph 6 below, the LPA or its surveyor shall be entitled to seek such further information as either deems relevant or reasonable to settling the Viability Review and/or Deferred Affordable Housing Scheme and/or Deferred Affordable Housing Payment with which the Developer shall comply as outlined in paragraph 5.2 above using all reasonable endeavours.

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

## 6. **REVIEW OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME**

6.1 The LPA shall be entitled to:

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

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

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

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

6.2.1 the Viability Review, and

6.2.2 if relevant, the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment

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

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

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

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

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

## 7. REFERRAL TO THE SPECIALIST

7.1 In the event that pursuant to paragraph 6 above, the Developer and the LPA have not agreed the Viability Review and/or the Deferred Affordable Housing either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its reasonable endeavours to do so within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

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

7.3 In addition to the matters specified in paragraph 7.2, in making his determination the Specialist shall have regard to:

7.3.1 all relevant material submitted to him by the LPA and the Developer;

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

7.3.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to On Site Deferred Affordable Housing at paragraph 8.

7.4 Unless otherwise agreed by the LPA and the Developer or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that the Deferred Affordable Housing requirement is triggered that his or her decision shall include a Deferred Affordable Housing Scheme or calculation of the Deferred Affordable Housing Payment (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 12 below.

## 8. ON SITE DEFERRED AFFORDABLE HOUSING UNITS

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

8.1.1 the Deferred Affordable Housing Scheme; and

8.1.2 the programme comprised in the Construction Contract; and

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

## 9. DEFERRED AFFORDABLE HOUSING PAYMENT

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

9.1.1 the Developer shall pay to the LPA the Deferred Affordable Housing Payment prior to First Occupation; and

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

## 10. RESTRICTION ON IMPLEMENTATION

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

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

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

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

## 11. EXPIRY OF VIABILITY REVIEW AND DEFERRED AFFORDABLE SCHEME

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

11.1.1 from the date of its preparation; or

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

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

11.2 If a Viability Review expires without the LPA and the Developer having agreed or the Specialist having determined the issue of the Deferred Affordable Housing, then the Developer shall within 1 (one) calendar month of the Expiry Date submit to the LPA (or the Specialist as the case may be) an up-to-date Viability Review whereupon the

provisions and covenants on behalf of the Developer in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing.

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

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

11.3.2 immediately cease to dispose off-plan of any Residential Units

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

## 12. MEMORANDUM

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

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

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

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

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

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

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

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## SCHEDULE 3

### SUSTAINABLE TRANSPORT & SECTION 278 AGREEMENT

#### DEFINITIONS

<b>"Blue Badge Spaces"</b>	means a maximum of 2 blue badge spaces to be provided On Site and 1 blue badge space to be provided Off Site;
<b>"Current Solution"</b>	means provision of a on street loading bay as demonstrated in the delivery and servicing management plan attached at Appendix 5;
<b>"Highways Works"</b>	means improvements and alterations to the public highway and public footway at the Site including: 1. Monier Road, 2. Smeed Road and 3. Remus Road provided always that the Highway Works do not include any adjustments to statutory undertakers' apparatus that may be required as part of the construction of any vehicular crossovers. It is the Owner's responsibility to ensure that their design suits the proposed footway level;
<b>"Neighbouring Sites"</b>	means 'Neptune Wharf' site comprising land bounded: to the North by Hertford Union Canal; to the east by Roach Road, Roach Point Footbridge, Omega Wharf; to the south by Wyke Road, Remus Road, Monier Road; and to the west By Wansbeck Road; and 'Monier Road East' site comprising 1 Smeed Road and 79 – 85 Monier Road and any other sites acquired by the Developer in the interim period with a boundary adjoining the Site;
<b>"S278 Agreement"</b>	means an agreement under section 278 of the Highways Act 1980 for the carrying out of the Highway Works;
<b>"Street Servicing"</b>	means servicing for the Development provided Off Site;
<b>"Wheelchair Parking"</b>	means parking Off Site for wheelchair users;
<b>"Workspace"</b>	has the meaning ascribed to in in Schedule 6.

#### 1. CAR CLUB AND COMMERCIAL VAN SHARING

1.1 The Developer shall use Reasonable Endeavours to:

1.1.1 procure at its own cost 1 car club/van share parking space on a road in the area marked indicatively in red on Plan 2 the exact location of which is to be agreed with the LPA and to either:

- (a) provide the car club/van share parking space and demarcate it as "car club/van share parking only"; or
- (b) the Developer has submitted a report to the LPA outlining the steps the Developer has taken to satisfy the obligation and giving

reasons (which shall be to the LPA's reasonable satisfaction) as to why such provision is not possible

1.1.2 if a car club/van share parking space is provided pursuant to paragraph 1.1.1 above, procure a car club/van share operator to provide 1 car club/van share vehicle in the parking space from first Occupation of the Development and to operate that car club/van share vehicle for the life of the Development commencing on first Occupation of the Development.

1.2 The Developer shall provide the first household to Occupy each Residential Unit and the first commercial tenant of each Workspace with free membership for a period of 1 year for the use of the car club/van share referred to in paragraph 1.1.2.

## 2. RESTRICTION ON ON-STREET PARKING PERMITS

2.1 No owner or occupier of the Development or any part thereof shall apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the life of the Development unless otherwise agreed by the LPA unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970.

2.2 The Developer shall not to dispose of to any person or Occupy or allow any person to Occupy any of the Residential Units unless a notice has been served on such person that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area.

## 3. ELECTRIC CHARGING POINT PROVISION

3.1 The Developer shall ensure that:

3.1.1 not less than 20% of the residential parking spaces comprised in the Development have electric charging point provision; and

3.1.2 not less than an additional 20% of the residential parking spaces comprised in the Development has passive provision.

## 4. SECTION 278 AGREEMENT

4.1 Prior to the Commencement of Development to submit the S278 Agreement to the Council for their consideration.

4.2 Not to Occupy the Development until the S278 Agreement has been completed.

## 5. BLUE BADGE SPACES PROVISION

5.1 Prior to the erection of the Superstructure the Developer shall submit a scheme (prepared in consultation with the Local Highways Authority) for:

5.1.1 the provision Blue Badge Spaces On Site;

5.1.2 securing Blue Badge Spaces on the Adjacent Highway.

5.2 If at any point the LPA advises the Developer that demand for additional Blue Badge Spaces has arisen on the Site or surrounding streets as a result of the Development then the Developer shall provide the additional Blue Badge Spaces in accordance with the scheme approved in accordance with paragraph 5.1 above as soon as reasonably practical.



6. **OFF-SITE SERVICING AND WHEELCHAIR PARKING REVIEW**

6.1 The Developer shall provide satisfactory evidence to the LPA that the Developer has used Reasonable Endeavours to consider and secure Off Site Street Servicing and Wheelchair Parking. Such evidence will be provided at the following stages of the Development:

6.1.1 prior to the erection of the Superstructure; and

6.1.2 prior to Occupation of the Development.

6.2 In the event that it is not possible to secure additional or alternative Off Site Street Servicing and Wheelchair Parking then the Current Solution shall be delivered prior to Occupation of the Development.

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## SCHEDULE 4

### TRAVEL PLAN

#### DEFINITIONS

<b>"Modal Split Targets"</b>	means the modal split targets identified in the Approved Travel Plan;
<b>"Monitoring Period"</b>	means six months after first Occupation until five years after first Occupation of the final Building to be Completed;
<b>"Sustainable Transport Measures"</b>	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) <b>PROVIDED THAT</b> such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;
<b>"Travel Plan"</b>	means the travel plan to be submitted to the LPA for Approval pursuant to paragraph 1 of this Schedule;
<b>"Travel Plan Monitoring"</b>	means monitoring of the Approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: <ol style="list-style-type: none"><li>1. carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;</li><li>2. monitoring of the usage of the car parking which is available for use in the Development; and</li><li>3. monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development;</li></ol>
<b>"Travel Plan Monitoring Officer"</b>	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan;
<b>"Travel Plan Monitoring Report"</b>	a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include: <ol style="list-style-type: none"><li>1. details of trip generation rates;</li><li>2. details of mode share and change in</li></ol>

mode share over time;

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

**"Travel Plan Review Period"**

means initially the period of 6 months commencing on first Occupation of a Residential Unit and thereafter annually on a rolling basis.

**1. TRAVEL PLAN**

1.1 Prior to the erection of the Superstructure or within 12 months of the Commencement of Development (whichever is sooner) the Developer shall:

- 1.1.1 submit and obtain the LPA'S Approval to a Travel Plan;
- 1.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

1.2 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

1.3 The Travel Plan to be submitted pursuant to paragraph 1.1 shall:

- 1.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 1.3.2 contain clear commitments to measures, including investigation of potential additional measures;
- 1.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 1.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTE';
- 1.3.5 contain measures aimed at:
  - (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel

modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;

- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

1.3.6 include a parking review plan which sets out:

- (a) a strategy for periodic review of the parking spaces; and
- (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 x space is provided for each resident or employee who is a disabled motorist in line with London Plan policy.

1.3.7 include a car parking management plan which sets out:

- (a) principles for allocating car parking spaces for residents or staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

1.4 The Developer shall implement the Approved Travel Plan during the life of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.

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

## 2. TRAVEL PLAN MONITORING

2.1 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.

2.2 During the Monitoring Period the Developer shall prepare and submit to the LPA for Approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.

2.3 Prior to the submission of a report referred to in paragraph 2.2 the Developer shall agree the structure of that report with the LPA.

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

## 3. MODAL SPLIT TARGETS

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

- 3.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as Approved by the LPA.
- 3.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 3.1 and 3.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

## SCHEDULE 5

### EMPLOYMENT AND TRAINING

#### DEFINITIONS

- "Affordable Workspace"** means one unit of Workspace (Unit B), which equates to 10% of the Workspace to be provided as part of the Development, which will be offered to future occupiers at an average of £11.25 per square foot (excluding utility bills), which equates to a 25% discounted market rate, for a period of five years;
- "Council's Area"** means the administrative area of the Council;
- "Legacy Communities Scheme Careers Programme Group"** means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;
- "Local Labour and Business Schemes"** means the following schemes:-
1. in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and
  2. in the London Borough of Tower Hamlets – the scheme known as "Skillsmatch";
- "London Living Wage"** means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA
- "Shell and Core"** means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry;
- "Workspace"** means no more than 10% floorspace within the Development (including the Affordable Workspace) to be used as commercial floorspace as authorised by the Planning Permission;
- "Workspace Strategy"** means a written strategy identifying:
1. how the Workspace has been and will be designed and marketed to meet the needs of small local companies and businesses; and
  2. how the Affordable Workspace will be allocated to local companies and

businesses and thereafter managed.

**1. DELIVERY OF WORKSPACE**

1.1 No Residential Units shall be Occupied until all of the Workspace has been completed to Shell and Core.

**2. WORKSPACE STRATEGY**

2.1 Prior to the erection of the Superstructure or within 12 months of the Commencement of Development (whichever is sooner) the Developer shall submit and obtain the LPA's Approval to the Workspace Strategy.

2.2 The Developer shall not less than once a year from the date of the first Occupation of the first part of the Workspace until the date on which all Workspace is Occupied:

2.2.1 review the effectiveness of the Workspace Strategy; and

2.2.2 submit to the LPA for Approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.

2.3 The Developer shall implement the Approved Workspace Strategy (as may be amended in accordance with paragraph 2.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

**3. LOCAL LABOUR AND LOCAL BUSINESS**

3.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use reasonable endeavours to ensure that:

3.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;

3.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;

3.1.3 the recruitment of persons living in the Council's Area accounts for 25% of the construction jobs arising from the Development;

3.1.4 the recruitment of persons living in the Council's Area accounts for a total of between 25% and 85% of the end-use jobs at the Development;

3.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;

3.1.6 the London Living Wage is promoted for all end use jobs at the Development; and

3.1.7 work-based learning opportunities are provided at the Development, including not less than 1 apprenticeship opportunity.

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

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



- 3.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;
- 3.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area; and
- 3.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

1. The first part of the document is a letter from the author to the editor, dated 1st January 1950. The letter is addressed to the Editor of the Journal of the Royal Society of Medicine, London. The author, Dr. J. H. Green, writes to inform the editor of the receipt of the manuscript of the paper 'The Effect of the New Treatment on the Course of the Disease' and to express his appreciation for the editor's interest in the work.

2. The second part of the document is the paper itself, which is a report on the results of a clinical trial. The paper is divided into several sections: Introduction, Methods, Results, and Discussion. The Introduction states that the purpose of the trial was to determine the effect of the new treatment on the course of the disease. The Methods section describes the design of the trial, the subjects, and the treatments. The Results section presents the data from the trial, and the Discussion section discusses the implications of the findings.

3. The third part of the document is a letter from the editor to the author, dated 15th January 1950. The editor, Dr. A. B. Smith, writes to thank the author for the paper and to inform him that the paper has been accepted for publication. The editor also suggests some minor changes to the paper, which the author agrees to make.

## SCHEDULE 6

### SUSTAINABILITY

#### DEFINITIONS

- "District Energy Network"** means the Olympic Park district energy network;
- "Local CHP Plant"** means any gas boilers and combined heat and power plants located within adjacent developments including but not limited to the development on the sites of planning permission references 13/00204/FUM (Monier Road East) and 12/00201/OUT (Neptune Wharf);
- "Price Per Carbon Tonne"** means £60 (Indexed) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions.

#### 1. DISTRICT HEATING NETWORK

- 1.1 Prior to the erection of the Superstructure the Developer shall:
- 1.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site and thereafter connect all Buildings to the District Energy Network; and
  - 1.1.2 provide a written report to the LPA prior to the Commencement of Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 1.1.1 above and the progress made towards securing the extension and connection.
- 1.2 If the report submitted pursuant to paragraph 1.1.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network the Developer shall:
- 1.2.1 use Reasonable Endeavours to connect to a Local CHP Plant; and
  - 1.2.2 submit a further written report to the LPA prior to the Commencement of Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 1.2.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.
- 1.3 No Development beyond the erection of the Superstructure shall be Commenced until:
- 1.3.1 the report submitted pursuant to paragraph 1.1.2 confirms to the LPA's satisfaction that it will be possible to connect all Buildings to the District Energy Network;
  - 1.3.2 the report submitted pursuant to paragraph 1.2.2 confirms to the LPA's satisfaction that it will be possible to connect all Buildings to a Local CHP Plant and such connection would have equivalent carbon emission reductions as if the Buildings has been connected to the District Energy Network; or
  - 1.3.3 the Developer has agreed the terms of and entered into a binding obligation with the LPA pursuant to which it agrees to pay a financial contribution to the

LPA towards identified offset solutions, such contribution having been calculated by reference the Price Per Carbon Tonne and the tonnage of residual CO2 emissions to be off set as a result of the Buildings not being connected to the District Energy Network.

1.4 No Building shall be Occupied unless and until:

1.4.1 it is connected to the District Heating Network;

1.4.2 where paragraph 1.3.2 applies, it is connected to a Local CHP Plant; or

1.4.3 the obligation referred to in paragraph 1.3.3 has been satisfied by the Developer.

## 2. REDUCTION OF ENERGY DEMAND

2.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):

2.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

2.1.2 the promotion of the use of energy efficient appliances; and

2.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

## SCHEDULE 7

### DESIGN MONITORING

#### DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment;
- "Architect"** means HWO Architects, 407 Screenworks, 22 Highbury Grove, London, N5 2EF;
- "Design Monitoring Costs"** means the monies paid in accordance with paragraph 2.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
- "Development"** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission;
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act;
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act.

#### 1. DESIGN TEAM STATEMENT

- 1.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of these details (the "Design Team Statement"):
- 1.1.1 an application pursuant to Conditions 24 (Materials Samples), 25 (Timber Maintenance and Cleaning Regime), 26 (Detailed Drawings) and 28 (Landscape Plan) of the Planning Permission;
  - 1.1.2 an application for a S96A Amendment;
  - 1.1.3 an application for a S73 Permission.
- 1.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

#### 2. DESIGN MONITORING COSTS

2.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 1.1 above and overseeing the construction of the Development) the Developer shall forthwith:-

2.1.1 notify the LPA of such non-retention; and

2.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:

(a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA; and

(b) the LPA may make more than one demand for payment of Design Monitoring Costs

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £25,000 (Indexed).

### 3. RESTRICTION ON DEVELOPMENT

3.1 The Development shall not Commence until the Developer has either:

3.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

3.1.2 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.

3.2 No Development shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 2.1.2.

3.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

## SCHEDULE 8

### PUBLIC OPEN SPACE AND PLAY SPACE

#### DEFINITIONS

##### "Delivery Plan"

means a detailed plan for the delivery, layout, management and maintenance (including repair, renewal, cleaning and keeping tidy) of the PAOS and the Play Areas which shall contain at least the following information:

- (a) the specification of the PAOS;
- (b) the specification of the Play Areas including how they shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the Delivery Plan is Approved by the LPA); and
- (c) the timing of the construction of the Residential Units and the delivery of the PAOS and the Play Space;
- (d) the provision for the on-going management and maintenance of the PAOS and the Play Space;
- (e) the establishment of an estate management body, its composition (including On Site residential occupier and On Site commercial occupier representatives), responsibilities and funding;
- (f) management and co-ordination of waste collection and recycling on a site wide basis;
- (g) liaison, consultation and co-ordination with other strategies, frameworks plan and statement required by this Agreement and the Planning Permission;
- (h) the appointment, scope and responsibilities of an estate management body appointed to engage with the Off Site communities, including the Fish Island Consultees;

##### "East-West Route"

means the area highlighted on Plan 4;

**"Fish Island"** means the area known as Fish Island North and Fish Island Mid;

**"Fish Island Consultees"** means the owners and occupiers of Fish Island;

**"Permitted Closures"** means temporary closure of any area of PAOS (or part thereof) in the following circumstances:

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (b) temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question;
- (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (d) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

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

**"Play Areas"** means the areas shown shaded on Plan 3;

**"Publicly Accessible Open Space" or "PAGS"** means areas of the public realm, pedestrian and/or cycle routes within the Development (including the East-West Route shown shaded red on Plan 4), all shared surfaces, landscaped areas, car parks, drainage and sustainable urban drainage systems, street furniture, lighting, security equipment and all areas within the Development which are used in common by Occupiers of the Development which shall be maintained and shall be freely accessible to the general public at all times.

## 1. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

- 1.1 Prior to the erection of the Superstructure or within 12 months of the Commencement of Development (whichever is sooner) the Developer shall submit and obtain the LPA's Approval to the Delivery Plan. The Development shall be carried out and Occupied in accordance with the Approved Delivery Plan.



1.2 Unless otherwise specified in the Approved Delivery Plan no more than 50% of the Private Residential Units shall be Occupied until:

1.2.1 the PAOS has been Completed in accordance with the Approved Delivery Plan and opened to the general public; and

1.2.2 the Play Areas have been Completed in accordance with the Approved Delivery Plan and made available to residents of the Development.

**2. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE**

2.1 From the date of Completion of the Publicly Accessible Open Space (and each part thereof) the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Publicly Accessible Open Space at all times free of charge **SUBJECT TO:**

2.1.1 Permitted Closures; and

2.1.2 any lawful requirements of the police or any other competent authority.

2.2 Subject to paragraph 2.1 the Developer shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space.

**3. MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS**

3.1 The Developer shall manage and maintain the Publicly Accessible Open Space and the Play Areas for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 5.



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

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

)  
)  
)  
)  
) *[Signature]*  
.....  
**Authorised Signatory**



**EXECUTED** as a deed by 35 **MONIER ROAD LLP** acting by:-

U.S.  
)  
) *[Signature]*  
) ~~.....~~  
.....  
**Director**  
  
.....  
**Director/Secretary** *[Signature]*

**EXECUTED** as a deed by **STEPHEN JOHN HARRINGTON** In his capacity as a Trustee of the **Abba Litho (Sales) Limited Retirement And Death Benefit Scheme** in the presence of:-

)  
)  
)  
) *[Signature]*  
.....  
**Stephen John Harrington**

Signature of witness:

*G. Harrington*  
.....

Name of witness:

*GAY HARRINGTON*  
.....

Address of witness:

*ROSE COTTAGE DUNMOW ROAD  
FYFIELD ESSEX CM5 0NR*  
.....

Occupation of witness:

*ADMINISTRATOR*  
.....



*[Faint handwritten text, possibly a signature or name]*

*[Faint handwritten text, possibly a title or description]*



*[Faint handwritten text, possibly a label or note]*



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*[Faint handwritten text]*

*[Faint handwritten text, possibly a title or description]*

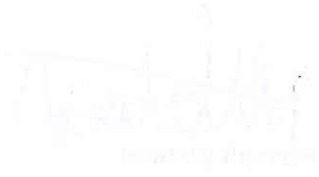
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Vertical handwritten text on the right side of the page, possibly serving as a list or index, though the individual entries are unreadable.

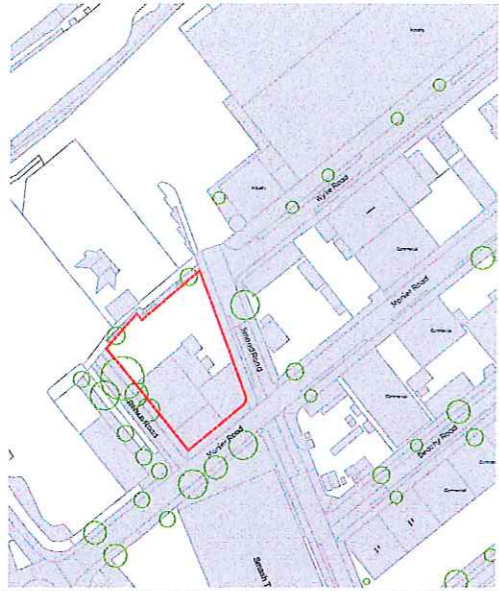
**APPENDIX 1**

**PLAN 1**

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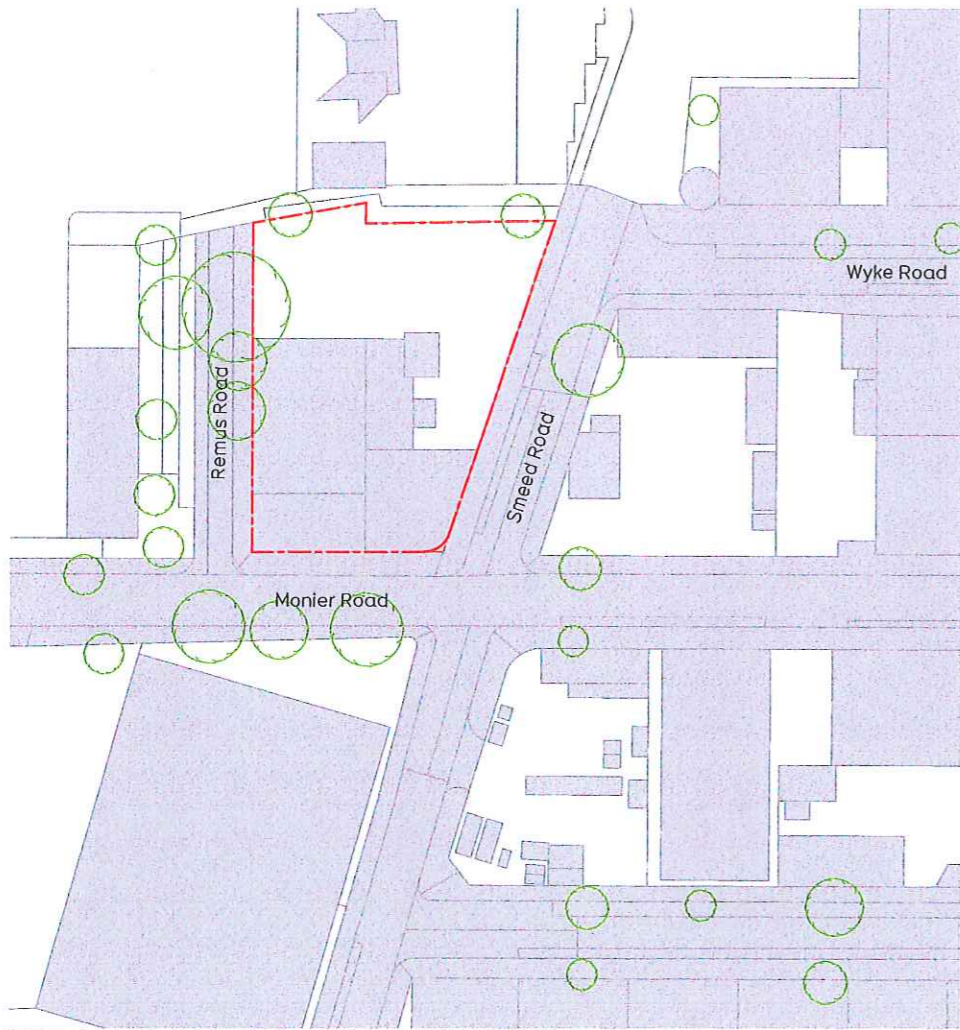
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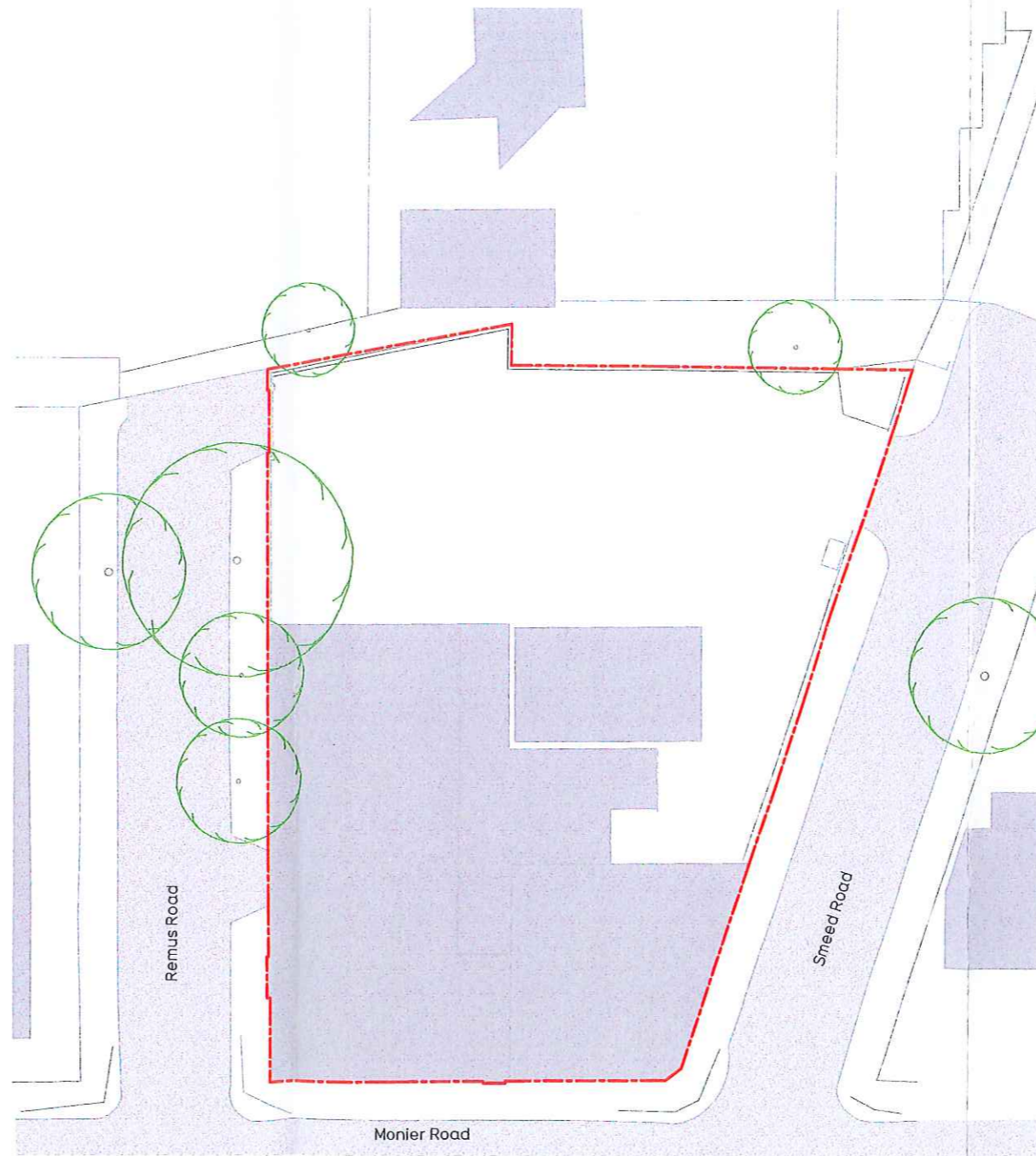
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1 Location Plan  
001 1:1250



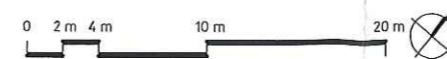
"(c) UKMap Copyright. The GeoInformation Group 2014 Licence No. LANDMLONI00003121118"

2 Site Plan  
001 1:500



Site: LASER SURVEYS, DRAWING NO 6442. Surrounding Site: "(c) UKMap Copyright. The GeoInformation Group 2014 Licence No. LANDMLONI00003121118"

3 Existing Block Plan  
001 1:200



RW  
D.A.P.  
S.P.H.  
J.H.W.

LOCATION PLAN SCALE 1/1000

ALL DIMENSIONS, SETTING OUT INFORMATION AND LEVELS MUST BE CHECKED ON SITE BEFORE ANY MATERIALS ARE ORDERED OR WORK COMMENCES ON SITE. COPYRIGHT HWO LTD.

NOTES

- - - Ownership Boundary
- Existing Buildings

*Handwritten signature*

[FOR APPROVAL]

Revisions		
A	General Revision	01-April-15 JS
B	Validation Amendments	02-June-15 JS

Client  
Alch Group in Partnership with Mura Estates

Stage  
Planning Submission

**HWO** HWO Architects  
407 Screenworks  
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T +44 (0)20 7566 0006  
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E info@hwo-architects.com

Job title  
33-35 Monier Road  
London E3 2PR

Drawing title  
Existing Plans  
Location Plan, Site Plan & Block Plan

Created by	Checked by	Scale	Date
JR	RS	As noted	20-MAR-2015
Job	Stage	Drawing	Revision
360	- P -	001	B



**APPENDIX 2**

**PLAN 2**

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Residential	
CORE A	
Cycle Store:	44
Bin Store:	2x 1280 1x 1100 2x 770 1x 360
CORE B	
Cycle Store:	38
Bin Store:	2x 1280 1x 1100 2x 770
PLANT	
Main Plant Room:	54sqm
T.E.R.:	13sqm
Note:	T.E.R.: Tenants Electrical Room

Commercial	
UNIT A & B	
Bin Store:	4x 360
UNIT C & D	
Bin Store:	4x 360
UNIT E	
Bin Store:	2x 1100
Covered	
Cycle Store:	6
Note:	Remaining required cycle racks to be within landscape design by Lizlake Associates

LOCATION PLAN SCALE 1/1000

ALL DIMENSIONS, SETTING OUT INFORMATION AND LEVELS MUST BE CHECKED ON SITE BEFORE ANY MATERIALS ARE ORDERED OR WORK COMMENCES ON SITE. COPYRIGHT HWO LTD.

- NOTES
- Ownership Boundary
  - 1 Bedroom - 50 sqm (minimum)
  - 2 Bedroom - 70 sqm (minimum)
  - 3 Bedroom - 86 sqm (minimum)
  - Commercial Units
  - Circulation Stairs/Lift
  - Other - Bins/Cycle store etc.
  - PV's

RW  
SPL  
Newt  
D.A.  
[FOR APPROVAL]

Revisions			
I	Validation Amendments	02-June-15	JS
J	Revision to Address LLDC Comments	07-July-15	MM
K	General Revision	14-July-15	CM
L	LLDC Comments	24-July-15	MM
M	Landscape design updated	21-Aug-15	CM
N	Park Bays Added	05-Oct-15	CM
O	Sliding Doors Added	08-Oct-15	CM

Client  
Alth Group in Partnership with Mura Estates

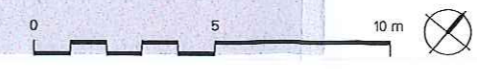
Stage  
Planning Submission

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E info@hwo-architects.com

Job title  
33-35 Monier Road  
London E3 2PR

Drawing title  
Proposed Floor Plans  
Ground Floor Plan

Created by	Checked by	Scale	Date
JS	RS	1:100 @ A1	19-JAN-2015
Job	Stage	Drawing	Revision
360	- P -	101	0



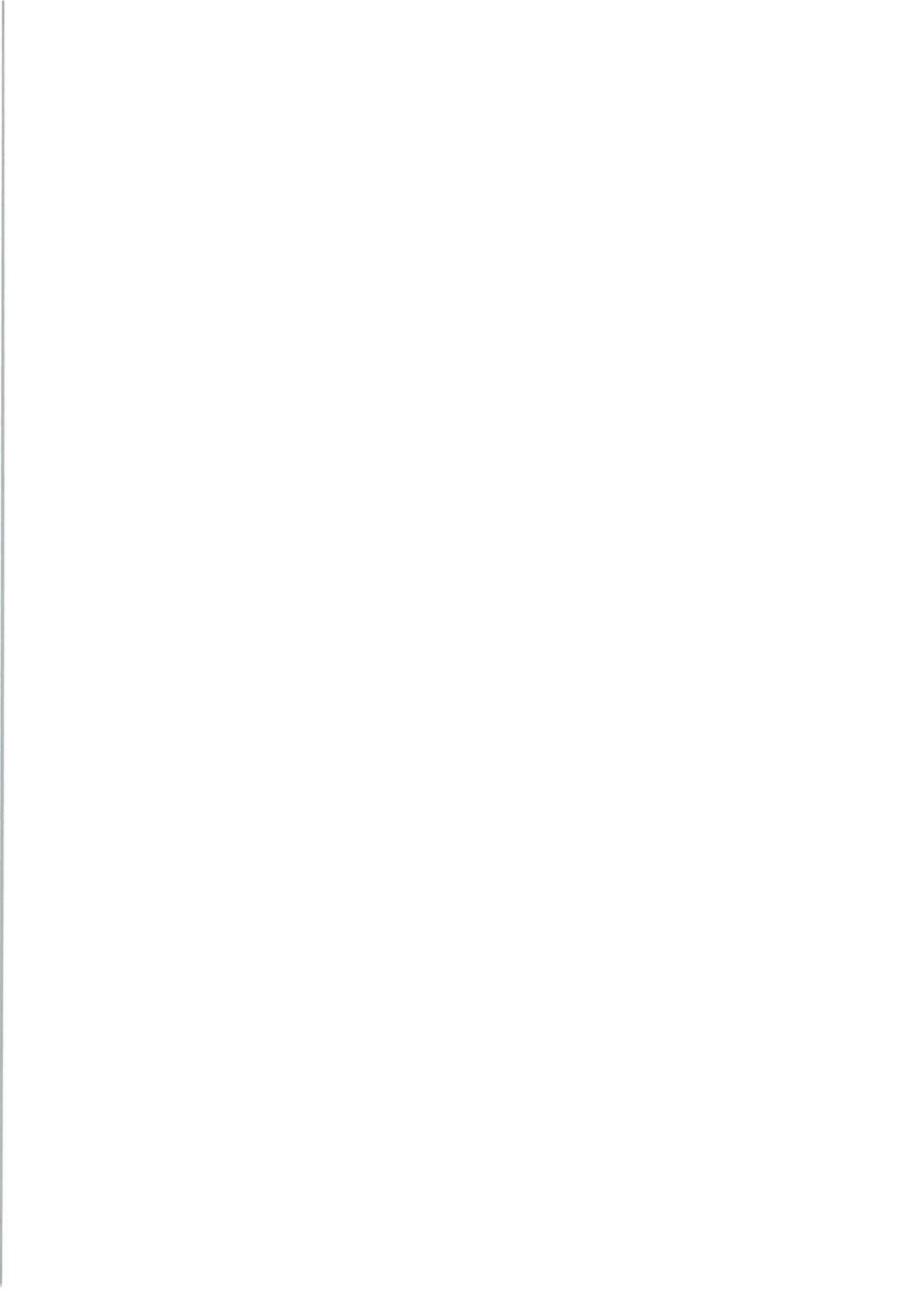
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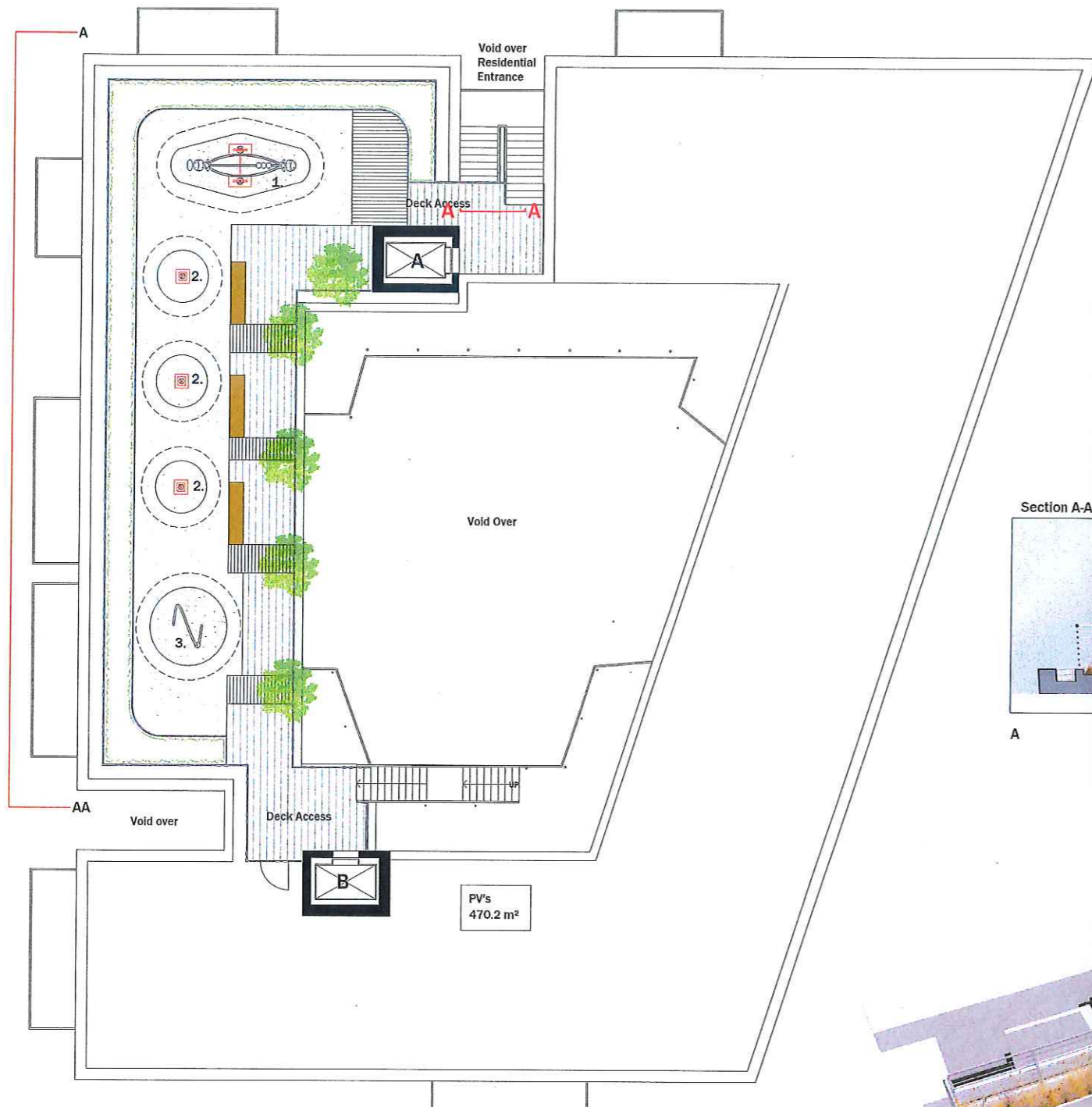


APPENDIX 3

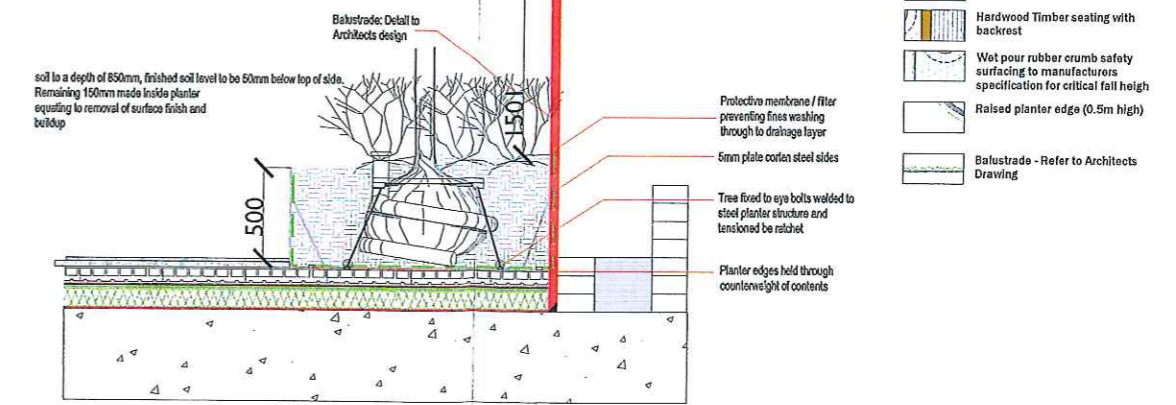
PLAN 3





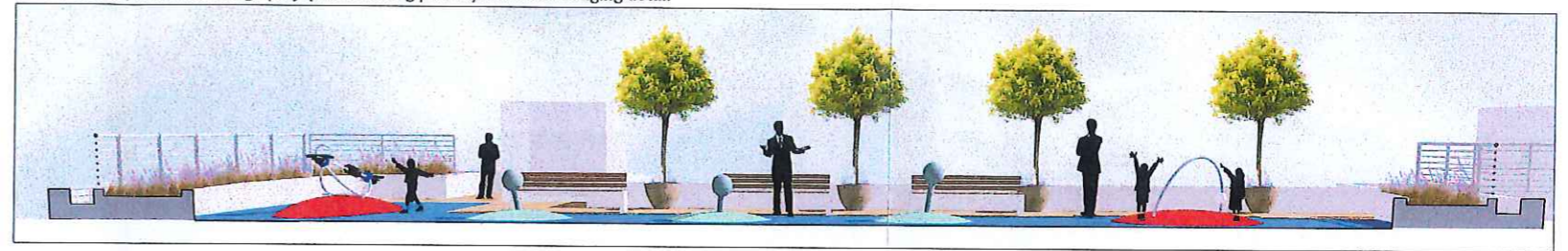


Planting bed with balustrade\*  
\*For illustrative purposes only  
Scale 1:20



- LEGEND
- Proposed Tree Planting in pots
  - Proposed Shrub Planting
  - Hardwood Timber Decking
  - Hardwood Timber seating with backrest
  - Wet pour rubber crumb safety surfacing to manufacturers specification for critical fall height
  - Raised planter edge (0.5m high)
  - Balustrade - Refer to Architects Drawing

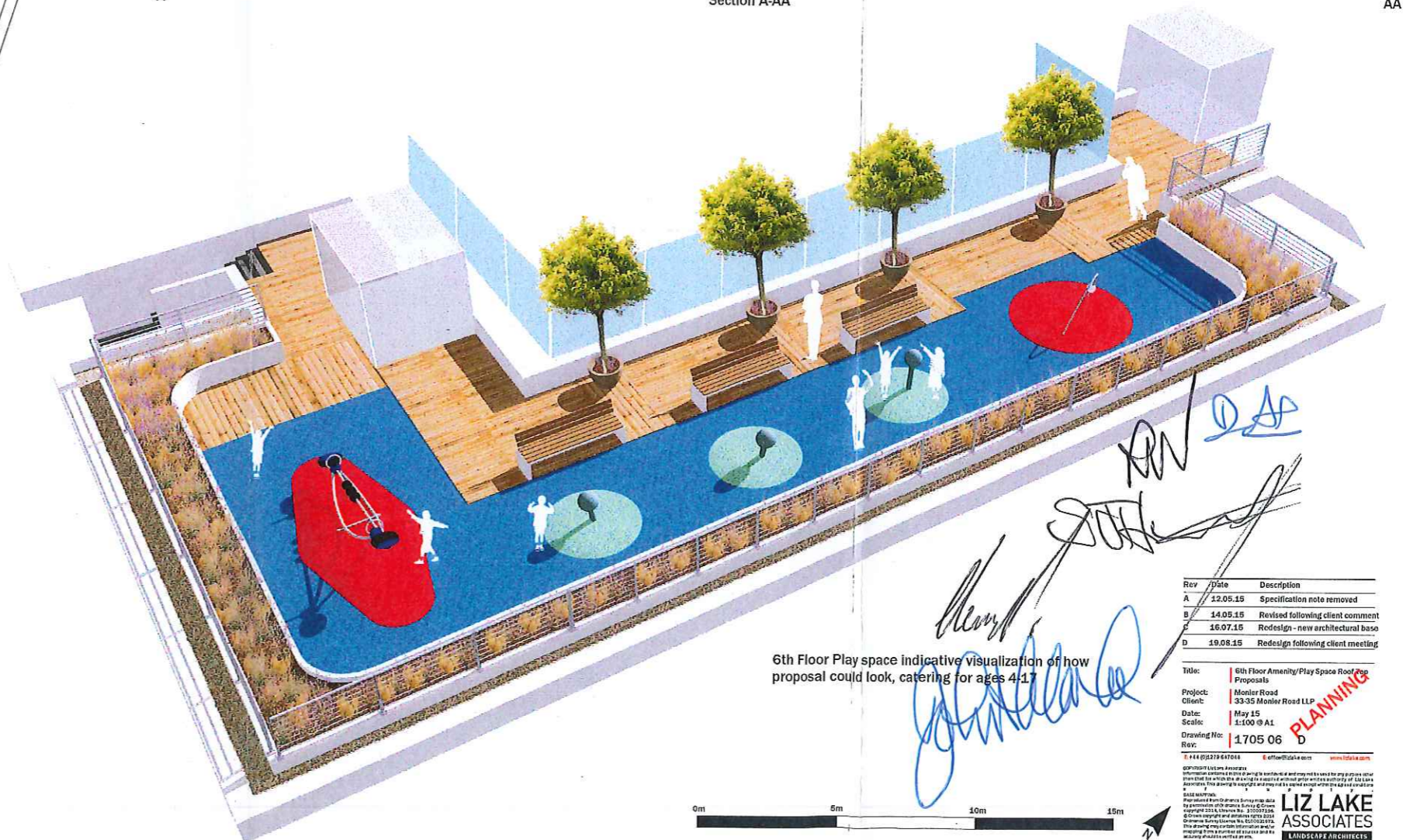
Section A-AA, linear mixed age playspace showing planter/balustrade edging detail



A

Section A-AA

AA



6th Floor Play space indicative visualization of how proposal could look, catering for ages 4-17

*Handwritten signatures and initials: AN, DA, and others.*

Rev	Date	Description
A	12.05.15	Specification note removed
B	14.05.15	Revised following client comment
C	16.07.15	Redesign - new architectural base
D	19.08.15	Redesign following client meeting

Title: 6th Floor Amenity/Play Space Roof Top Proposal  
 Project: Monier Road  
 Client: 33-35 Monier Road LLP  
 Date: May 15  
 Scale: 1:100 @ A1  
 Drawing No: 1.705 06 D  
 Rev: 1:100 @ A1

**PLANNING**  
**LIZ LAKE ASSOCIATES**  
 LANDSCAPE ARCHITECTS



Play equipment from the Urban Design Berlin range available at [www.russell-play.com](http://www.russell-play.com).  
 Tel: +44 (0)131-335 5400



1. Abakus supplied by Russell Play



2. Champignon supplied by Russell Play



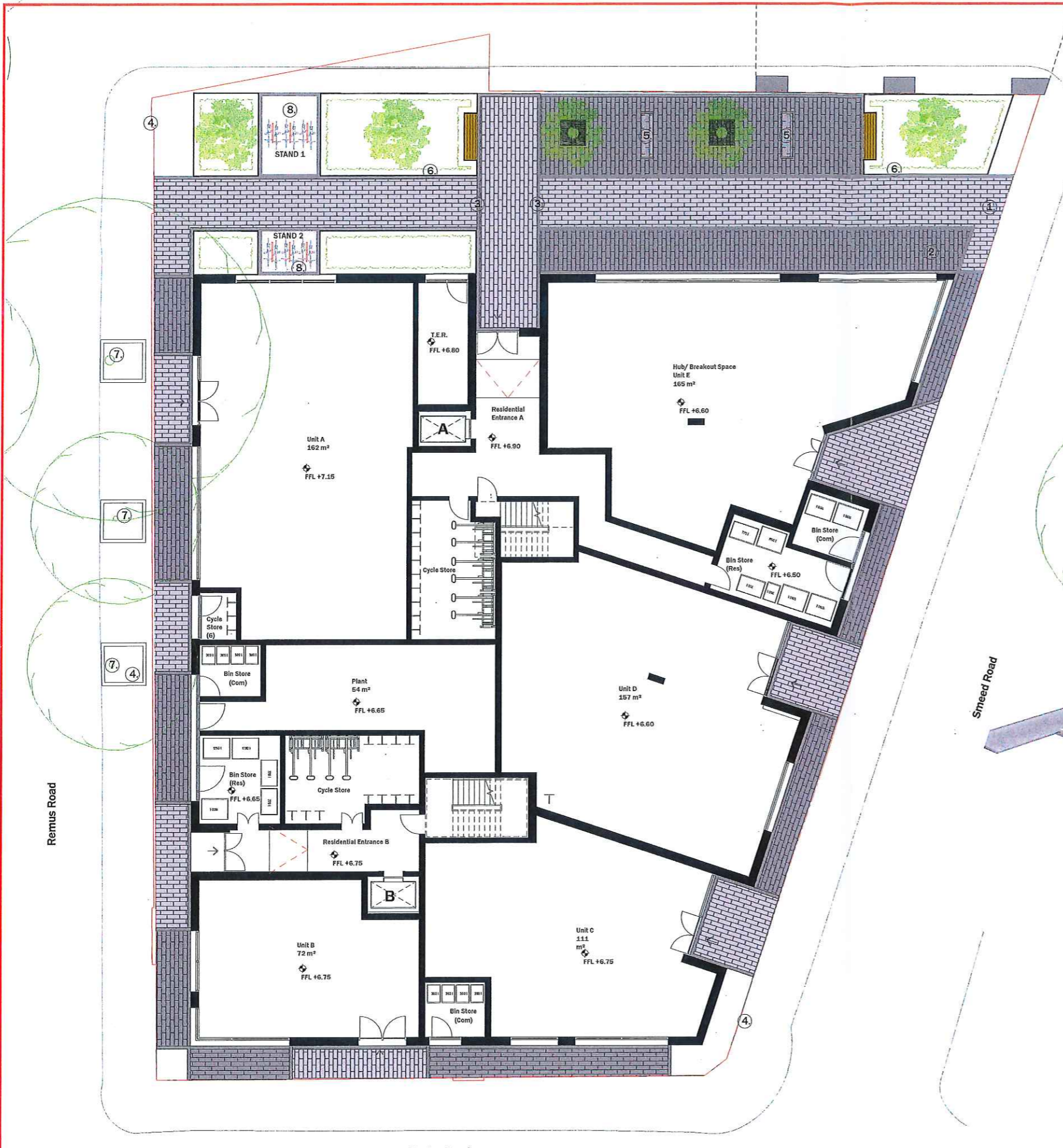
3. Spirelli 2.0 supplied by Russell Play



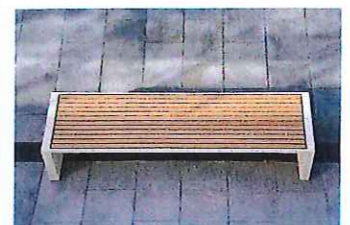
**APPENDIX 4**

**PLAN 4**





- LEGEND**
- ① Charcon Andover washed 200x600x80mm Block, Colour: Silver Gray, laid in stretcher bond to direction shown in drawing. By Charcon Tel: 01335 372222
  - ② Charcon Andover washed 200x600x80mm Block, Colour: Anthracite Charcoal, laid in stretcher bond to direction shown in drawing. By Charcon Tel: 01335 372222
  - ③ K-Lite Traditional Flat Top kerb, 100mm wide for edging and banding detail. Colour: dark grey by Charcon, Tel: 01335372222
  - ④ 6mm Barley Beach Resin Bonded Gravel by Sureset www.sureset.co.uk
  - ⑤ Proposed Bench: 'Prima Marina' by Escotet, www.escotet.com
  - ⑥ Raised planter clad in corten steel housing integral benches in hardwood timber
  - ⑦ Existing street tree
  - ⑧ Proposed cycle stand, traditional hoop style or similar approved



*[Handwritten signatures and initials]*



Rev	Date	Description
A	12.05.15	Red line boundary added
B	23.07.15	Architectural base updated
C	11.08.15	Cycle stands to Wylke Ave. updated
D	19.08.15	Meeting comments addressed

Title: Streetscape Masterplan  
 Project: 33-35 Monier Road LLP  
 Client: Altech Group  
 Date: May 15  
 Scale: 1:100 @ A1  
 Drawing No: 1.705 02  
 Rev: b

**PLANNING**

**LIZ LAKE ASSOCIATES**  
 LANDSCAPE ARCHITECTS





**APPENDIX 5**

**DELIVERY AND SERVICING MANAGEMENT PLAN**

10/10/10

10/10/10





UNITED  
BY OUR  
DIFFERENCE



## 33-35 MONIER ROAD, FISH ISLAND, LONDON

Delivery and Servicing Management Plan  
33-35 Monier Road LLP

01/04/2015

Revised:

# Quality Management

Issue/revision	1 <sup>st</sup> Draft Issue	2 <sup>nd</sup> Draft Issue	Final	
Remarks	Draft for Review	Draft for Review		
Date	03.11.2014	25.03.2015	01.04.2015	
Prepared by	A Smith	A Smith	A Smith	
Signature				
Checked by	A Coleman	A Coleman	A Coleman	
Signature				
Authorised by	N Findlay	N Findlay	N Findlay	
Signature				
Project number	70006475	70006475	70006475	
Report number				
File reference	S:\70006475 - 35 Monier Road, Fish Island\C Documents\Reports\DSP\Delivery and Servicing Management Plan Final.docx			

---

**33-35 MONIER ROAD, FISH ISLAND, LONDON**

**Delivery and Servicing Management Plan**

01/04/2015

**Client**

33-35 Monier Road LLP

**Consultant**

WSP UK Limited  
Mountbatten House  
Basingstoke  
RG21 4HJ  
Tel: +44 12 5631 8600  
Fax: +44 12 5631 8700

[www.wspgroup.co.uk](http://www.wspgroup.co.uk)

**Registered Address**

WSP UK Limited  
01383511  
WSP House, 70 Chancery Lane, London, WC2A 1AF

**WSP Contacts**

Alex Smith – Transport Planner  
Adam Coleman – Associate  
Neil Findlay – Senior Technical Director



---

# Table of Contents

1	Introduction.....	5
2	Development Proposals.....	7
3	Relevant Planning policies.....	9
4	Servicing and Refuse Collection Proposals.....	17
5	Delivery and Servicing Management Measures .....	22

## Appendices

Appendix A – Layout – HWO Architect Drawing 360-P-101 Rev G

# 1 Introduction

## 1.1 Context

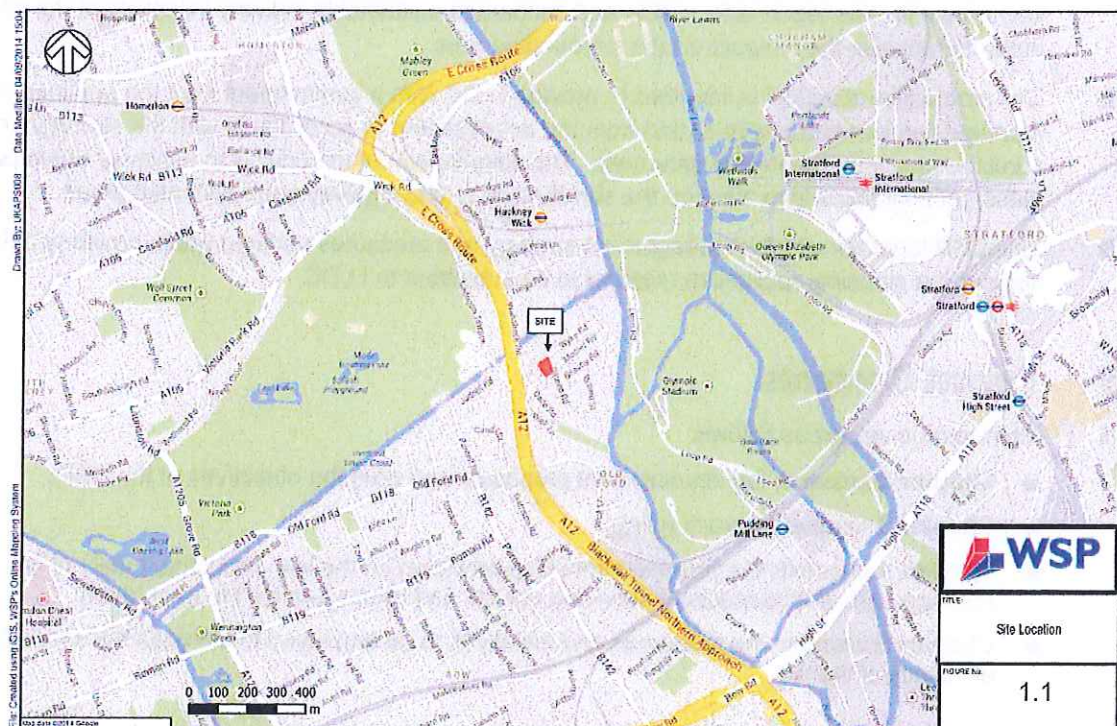
1.1.1 WSP UK has been appointed to provide transportation and highways advice relating to the redevelopment of 33-35 Monier Road, Fish Island, in the London Borough of Tower Hamlets (LBTH). Whilst the site falls within the LBTH boundary, it is designated within the London Legacy Development Corporation (LLDC) boundary, and therefore LLDC acts as the planning authority. The proposal comprises the redevelopment of the site for 775m<sup>2</sup> of commercial use and 45 residential premises.

## 1.2 Site Description

1.2.1 The application site is located in Fish Island, London E3 2PR, close to the Queen Elizabeth Olympic Park. The majority of the Fish Island area is occupied by industrial development sites. However, the area is designated as a regeneration area by the London Legacy Development Corporation (LLDC), the acting planning authority for the area.

1.2.2 The application site consists of an almost square plot of land surrounded by Smeed Road to the east, Monier Road to the south and Remus Road to the west. Immediately to the north is a warehouse yard. The site location is shown below in Figure 1.1.

**Figure 1.1: Site Location Plan**



1.2.3 Access to the application site is via the A12 by road or via Hackney Wick by London Overground as a pedestrian route. The A12 forms part of the Transport for London Road Network (TLRN) and as such TfL is the highway authority for the principal road network. The highway network in the vicinity of the Development Site is also shown in **Figure 1.1**.

- 
- 1.2.4 The A12 is a key strategic link, providing direct connection to a number of destinations, including Ipswich, Colchester and Chelmsford, as well as more local destinations such as Brentwood and Romford. As illustrated on Figure 1.1, the A12 provides important connections with other trunk roads and motorways, such as the A406 North Circular Road, A127 and M25 at junction 26.
- 1.2.5 Vehicles travelling to the site via the A12 from the south need to exit at the A106 Wick Road junction, with Wick Road then providing direct access to Monier Road. This route option is also available for vehicles travelling via the north and is the most suitable route for heavy goods vehicles. An alternative route via the north is available via the Eastway junction, with Chapman Road – Rothbury Road providing connection to Monier Road. However, as illustrated on Figure 1.1, this is a convoluted route, passing through a number of junctions that would create additional delay.
- 1.2.6 Wick Lane and Chapman Road provide access to Monier Road from local roads in the vicinity of the site, providing further access opportunities away from the strategic A12 link.

### 1.3 Existing Site Use

- 1.3.1 The application site is currently occupied by a two-storey light-industrial building.
- 1.3.2 The existing building is a part two-storey light-industrial building with a large open yard area to the north. The building appears to be unoccupied, and is not thought to be under consistent use.

### 1.4 Report purpose

- 1.4.1 This Delivery and Servicing Management Plan (DSP) builds upon the Transport Statement (TS). A key reason for this report is to enable and encourage sustainable delivery initiatives at the site in order to minimise their impact on the surrounding area.
- 1.4.2 The production of a DSP is intended to provide LLDC with a commitment from the applicant to manage service vehicle trips to and from the development in accordance with the strategy and measures outlined within this document. The ultimate aim of the DSP is to minimise the impact that these goods vehicle trips have on the surrounding public highway and residential areas.
- 1.4.3 This DSP together with the management strategy and measures outlined within provides details to support the planning application material to be submitted to LLDC.

### 1.5 Report Contents

- 1.5.1 The report is set out as follows:
- **Chapter 2** presents the development proposals and cites the objectives of the DSP;
  - **Chapter 3** reviews relevant policy;
  - **Chapter 4** presents the proposed servicing provision on the site, including details of site management and forecasts of servicing vehicle and refuse vehicle trip generation;
  - **Chapter 5** presents the measures and initiatives to be employed to increase the servicing efficiency of the site.

## 2 Development Proposals

### 2.1 Proposed Development

- 2.1.1 The proposals comprise the redevelopment of the site for 45 residential premises and 775m<sup>2</sup> of commercial use. The residential units will range from one bed to three bed units.
- 2.1.2 The proposals seek to demolish the existing buildings and deliver a high quality mixed-use development.
- 2.1.3 This DSP has been prepared to address matters relating to the servicing of the development. The indicative development ground floor plan is identified in **Figure 2.1** below:

**Figure 2.1: Indicative Development Ground Floor Plan**



#### Servicing

- 2.1.4 As per the existing arrangement, it is proposed that servicing would be undertaken from on-street locations, where service vehicles can temporarily stop before operatives enter the site via the various entrance and exit points. Vehicles will be able to stop closest to the entrance for the specific building minimising the level of on-street dwell time.

#### Refuse Collection

- 2.1.5 As per the existing arrangement, refuse would be collected from on-street locations along Monier Road, Smeed Road and Remus Road. Refuse vehicles will temporarily stop and refuse operatives will collect the waste bins from the storage locations around the development edge. Individual units will place their respective waste in to the correct storage areas, ready for refuse collection crews to transfer to the waiting vehicle, thus reducing the distances for waste operatives to collect. It is

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imagined that for residential and commercial waste, the respective storage areas will be accessible from the outside, allowing the refuse crews direct access to the waste bins.

- 2.1.6 There are three commercial bins stores (Remus Road, Monier Road and Smeed Road) and two residential bin stores (Remus Road and Smeed Road). The bin stores on Remus Road are within an acceptable distance to be collected via Monier Road.

## 2.2 Delivery and Servicing Plan Objectives

2.2.1 Delivery and Servicing Plans developed through the planning process seek to support sustainable development. They are drafted within the context of the guidance provided within the London Freight Plan and TfL's best practice guidance.

2.2.2 This Framework DSP will therefore seek to achieve the following objectives:

- Demonstrate that goods and services can be delivered, and waste removed, in a safe, efficient and environmentally-friendly way;
- Identify deliveries that could be reduced, re-timed or even consolidated, particularly during busy periods;
- Improve the reliability of deliveries to the site;
- Reduce the operating costs of building occupants and freight companies; and
- Reduce the impact of freight activity on local residents, businesses and the environment.



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## 3 Relevant Planning Policies

### 3.1 The London Plan – July 2011

#### Policy 6.14: Freight

- 3.1.1 At the strategic level the Mayor will work with all relevant partners to improve freight distribution. The Mayor supports the development of corridors to bypass London, especially for rail freight, to relieve congestion within London.
- 3.1.2 In relation to planning decisions the Mayor will seek to ensure that:
- Locate developments that generate high numbers of freight movements close to major transport routes;
  - Promote the uptake of the Freight Operators Recognition Scheme, Construction Logistics Plans and Delivery & Servicing Plans. These should be secured in line with the London Freight Plan and should be coordinated with Travel Plans;
  - Increase in the use of the Blue Ribbon Network for freight transport will be encouraged.

### 3.2 London Freight Plan – November 2007

- 3.2.1 The London Freight Plan sets out the steps that have to be taken over the next five to ten years to identify and begin to address the challenge of delivering freight sustainably in London.
- 3.2.2 The Plan has no statutory force, but has been developed to implement the Mayor's Transport Strategy, and is a material consideration for planning. The same principles underpin the Mayor's Transport Strategy.
- 3.2.3 The specific policy aims are to:
- Ensure that London's transport networks allow for the efficient and reliable handling and distribution of freight and the provision of servicing in order to support London's economy;
  - Minimise the adverse environmental impact of freight transport and servicing in London;
  - Minimise the impact of congestion on the carriage of goods and provision of servicing;
  - Foster a progressive shift of freight from road to more sustainable modes such as rail and water, where this is economical and practicable.
- 3.2.4 Four main projects have been identified to achieve the above objectives, these are 1) Freight Operator Recognition Scheme; 2) Delivery and Servicing Plans; 3) Construction Logistics Plan; and 4) Freight Information Portal. The London Freight Plan provides further details of these projects as follows:



### **Project One: A Freight Operator Recognition Scheme**

- 3.2.5 This project is designed to encourage freight operators to take up green fleet management and the use of best practice and to increase the sustainability of London's freight distribution. The project has already been developed with trade union involvement and with close collaborative partnership with freight operators in order to engage effectively and facilitate the sharing of information.
- 3.2.6 Operators will join the scheme as members, with tiers of membership reflecting freight operator achievements. It will offer members incentives to increase the sustainability of their operations and to develop their skills, including best practice development for:
- Training to improve safety and reduce CO<sub>2</sub> and emissions
  - Maintenance, to improve safety and reduce fuel consumption, CO<sub>2</sub> and emissions
  - Management of road risk to improve safety, particularly for pedestrians and cyclists
  - Fuel efficiency, to save costs and reduce CO<sub>2</sub> and emissions
  - The use of low-carbon engine technologies such as hybrid and electric vehicles, hydrogen fuel cells and biofuels to reduce CO<sub>2</sub> and emissions
- 3.2.7 It will recognise legal compliance as the base 'bronze' level and promote the uptake of best practice covering fuel efficiency, alternative fuels and low carbon vehicles, management of road risk, legal record keeping and reducing penalty charge notices through the higher 'silver' and 'gold' levels. It will also recognise operator achievements with rewards that encourage operators to raise standards to reduce, in particular, CO<sub>2</sub> emissions and collisions between heavy goods vehicles (HGVs) and cyclists.
- 3.2.8 Benefits will be developed, recognising operator needs. These will include a subsidised training programme called London Freight Booster which will include an NVQ Level 2 qualification that supports the ongoing competencies requirements for drivers.
- 3.2.9 Members will also benefit from advice about fuel efficiency, Penalty Charge Notice (PCN) reduction, legal record keeping and the management of occupational road risks. Tailored action plans to help reduce collisions, emissions and costs will also be developed.
- 3.2.10 The project will set Freight Operator Recognition Scheme Standards, a quality benchmark for use by clients when awarding servicing, maintenance and supply contracts. This provides a simple way for clients to ensure the sustainable credentials of freight operators.



### **Project Two: Delivery and Servicing Plans**

- 3.2.11 Delivery and Servicing Plans (DSPs) will be used to increase building operational efficiency by reducing delivery and servicing impacts to premises, specifically CO<sub>2</sub> emissions, congestion and collisions. They also provide a tool for use by Traffic Authorities and Planning Authorities to improve reliability.
- 3.2.12 DSPs aim to reduce delivery trips (particularly during peak periods) and increase availability and use of safe and legal loading facilities, using a range of approaches including the consideration of consolidation and collaborative delivery arrangements to help reduce the impact of commercial goods and servicing vehicle activity in and out of premises/developments.
- 3.2.13 Specific consideration will be given to increasing the numbers of freight operators using best practice, and promoting Freight Operator Recognition Scheme membership through appropriate

contract award criteria for servicing, maintenance and supply contracts. Organisations using this approach will be able to demonstrate best value and environmental credibility.

3.2.14 DSPs will therefore comprise of three main elements:

- A plan to reduce the number of trips, particularly in the peak period, justified by a transport assessment that considers the benefits of using consolidation;
- A plan showing when and where deliveries and servicing can take place safely and legally;
- Details of contractual changes requiring suppliers and servicing companies to reduce the number of trips and to use legal loading facilities. The selection process for supply and servicing contracts will specify Freight Operator Recognition Scheme membership.

3.2.15 These plans will be the freight equivalent of employee travel plans and will ultimately be integrated into the travel planning process and monitored in the same way.

3.2.16 TfL and the GLA Group will take a lead in implementing DSPs for their own premises, with the boroughs following in due course. In parallel, DSPs will be linked to planning conditions for major new developments.

3.2.17 London Borough and GLA planners require all large planning applications for developments and all smaller developments over an agreed threshold to develop and implement DSPs. Plans are tracked through the Travel Plan iTrace system and feed the combined TRICS / TRAVL database to provide valuable freight data.

3.2.18 To help prioritise where attention should be focused in line with the Traffic Management Act 2004, London's traffic authorities will be encouraged to monitor the location and density of penalty charge notices for commercial vehicles.

#### **Project Three: Construction Logistics Plans**

3.2.19 These plans are very similar to the DSPs described above and will also be integrated into the travel planning process. They cover:

- The design of buildings to maximise benefits of implementation;
- Delivery operations during the construction phase.

3.2.20 The plans will consider consolidation and other techniques to help minimise trips (particularly in peak times), lane closures and illegal waiting/loading activities. This will in turn reduce congestion and emissions.

3.2.21 The plans also link supply and site servicing contracts to Freight Operator Recognition Scheme membership with the associated benefits of reduced emissions, collisions, congestion and costs this brings.

3.2.22 As previously discussed, a CLP has been developed for the Monier Road site.

#### **Project Four: Freight Information Portal**

3.2.23 The Freight Information Portal will offer London, for the first time, a single interface for information on freight between London's public authorities and freight operators. It will enable the integration of systems and act as a single point of registration for deliveries in London.

3.2.24 The project aims to reduce operators' administrative costs and improve access to freight journey planning in the Capital, to support improved operational efficiency, better driver behaviour and the use of alternative fuels (including bio-fuel) and low-carbon vehicles.



- 3.2.25 A range of systems and services will be made available to all, with opportunities for Freight Operator Recognition Scheme members to promote fleet and freight vehicle operational efficiency and the uptake of best practice to reduce CO<sub>2</sub> emissions and improve safety, particularly by highlighting what can be done to reduce collisions between HGV's and cyclists. Key partners will be all those with data or systems affecting freight operators and deliveries in London.

#### **Managing freight effectively: Delivery and Servicing Plans – 2007**

- 3.2.26 TfL provide additional guidance on the production of DSPs within their document entitled Managing Freight Effectively. The document identifies that the plan needs to be tailored to the specific requirements of the building, but outputs can include:
- A plan identifying where safe and legal loading can take place
  - An agreement for occupants to use freight operators who can demonstrate their commitment to following best practice – for example, FORS members. Visit [www.tfl.gov.uk/fors](http://www.tfl.gov.uk/fors) for more details.
  - Proactive management of deliveries to reduce the number of unnecessary journeys and increase the use of more sustainable modes, where possible
- 3.2.27 The guidance also identifies some of the most effective tools and techniques to minimise the impact of freight activity on London's roads.

#### **The London Low Emissions Zone – 2008**

- 3.2.28 The Low Emissions Zone (LEZ) is a scheme that aims to improve air quality in the city by setting and enforcing emissions standards for HGV's, Large Vans and minibuses, and deterring the use of the most polluting vehicles by freight operators. The London LEZ was the first such scheme in the UK and is one of the largest schemes of its type in the world.
- 3.2.29 The LEZ came into force on 4 February 2008 for lorries over 12 tonnes with different vehicles affected over time and tougher emissions standards introduced in 2012. Cars and motorcycles are not affected.
- 3.2.30 The LEZ operates 24 hours a day, 7 days a week, every day of the year including weekends and public holidays, with a daily charge of £200 being applicable for lorries, buses and coaches; and £100 for heavy vans and minibuses which do not meet the required standards.
- 3.2.31 The LEZ is enforced through fixed and mobile cameras which read your vehicle registration number plate as you drive within the LEZ and check it against a database of vehicles which meet the LEZ emissions standards, or are either exempt or registered for a 100% discount, or if the LEZ daily charge has been paid.
- 3.2.32 The introduction of the new emissions standards for HGV's, Large Vans and minibuses sets a model for improving air quality in London.



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### 3.3 The London Legacy Development Corporation Local Plan 2015 to 2031 (August 2014)

3.3.1 The LLDC is The London Legacy Development Corporation formed as a mayoral development corporation under the powers of the Localism Act 2011, and control the areas in and around the Olympic Park.

3.3.2 The application site is outside the LLDC's designated conservation areas. The LLDC considers Stratford as a major new commercial office district of more than metropolitan importance, and is looking to transform this deprived area of East London. One of the Legacy Corporation's objectives is to help create new employment and business opportunities for East Londoners, by allowing new developments that will bring economic growth, new jobs and new homes.

3.3.3 The LLDC mission statement is set out as;

*London Legacy Development Corporation's mission is to use the once-in-a-lifetime opportunity of the London 2012 Games and the creation of Queen Elizabeth Olympic Park to develop a dynamic new heart for east London, creating opportunities for local people and driving innovation and growth in London and the UK.*

3.3.4 This mission is underpinned by the legacy's purpose to focus on three key areas;

3.3.5 **PARK:** a successful and accessible Park with world-class sporting venues offering leisure space for local people, arenas for thrilling sport, enticing visitor entertainment and a busy programme of sporting, cultural and community events to attract visitors.

3.3.6 **PLACE:** a new heart for east London, securing investment from across London and beyond, attracting and nurturing talent to create, design and make world-beating 21st-century goods and services, and becoming a place where local residents and new arrivals choose to live, work and enjoy themselves, and where businesses choose to locate and invest.

3.3.7 **PEOPLE:** opportunities and transformational change for local people, opening up access to education and jobs, connecting communities and promoting convergence – bridging this gap between east London and the rest of the capital. These focus areas have enabled the co-operation to develop 5 objectives.

**Objective 1** - Increase the prosperity of east London through growth in business and quality jobs, with an emphasis on cultural and creative sectors, promotion as a visitor and tourist destination, and high-quality lifelong learning opportunities.

**Objective 2** - Establish and maintain locally distinctive neighbourhoods which meet housing needs, while providing excellent and easily accessible social infrastructure.

**Objective 3** - Create a high-quality built and natural environment that integrates new development with waterways and green space.

**Objective 4** - Secure the infrastructure required to support growth and convergence.

**Objective 5** - Deliver a sustainable and healthy place to live and work.

3.3.8 The development has used the LLDC Local Plan guidance within the proposals and fulfils the aims and objectives of the area. As the proposal is for residential and commercial office use, it will help support LLDC's objectives for (1) Business Growth, (2) Jobs and (3) Housing:

3.3.9 The LLDC has outlined the development area within Site Allocation SA1.6: Neptune Wharf. A separate planning application has been submitted for the main Neptune Wharf site, with the 33-35 Monier Road development being situated in the southern section of the allocation site. The site allocation plan is shown in Figure 3.1 below:

**Figure 3.1: Site Allocation SA1.6 Area Map**



### 3.4 Local Policy - London Borough of Tower Hamlets

#### **Managing Development Document (MDD) – Development Plan Document (adopted April 2013)**

- 3.4.1 The MDD builds on the Core Strategy and provides guidance for managing development across the borough and strategic guidance for key sites. Following the submission of the MDD to the Secretary of State (May 2012) an Examination in Public (EIP) was undertaken (September 2012) in order to test the soundness of the document. The MDD was found sound by the Planning Inspector and was formally adopted in April 2013.
- 3.4.2 Policy DM14 sets out the Borough's guide to managing waste and states:  
*'Development should demonstrate how it will provide appropriate storage facilities for residual waste and recycling as a component element to implement the waste management hierarchy of reduce, reuse and recycle.'*
- 3.4.3 It also details that major development should provide a Waste Reduction Management Plan for the construction and operation stages.
- 3.4.4 Policy DM20 suggests that Transport Assessments should also include a Construction Management and Logistics Plan, and a Delivery and Servicing Plan.
- 3.4.5 Appendix 2 of the DPD outlines that the council operates a weekly collection of refuse and recyclables as standard. Capacity guidelines are presented in Table 3.1.

**Table 3.1: Residential Waste Capacity Guidelines**

Number of Bedrooms	Suggested Minimum Capacity Per Week (litres)		
	Refuse	Dry Recyclables	Compostable waste without green
1	100	60	20
2	120	60	20
3	180	80	30
4	240	100	40

- 3.4.6 As outlined in the document, the following types of system are acceptable for the storage of refuse, recyclables and compostable waste at new developments:
- Wheeled Eurobins from 240 to 1280 litre capacity
  - Wheeled Chamberlain containers
  - Underground systems.
- 3.4.7 The guidance continues to state that all new multi-occupancy properties (including flats, maisonettes and conversions) and any mid-terrace dwelling should be provided with two internal storage bins per dwelling, each with a minimum capacity of 40 litres.
- 3.4.8 The standards also state that bin storage areas must be within 10 metres wheeling distance of the collection point. The paths between the storage facility and the collection point must be a minimum width of 1.5 metres, be free from kerbs or steps, have a solid foundation and be suitably paved with a smooth continuous finish. The ground should preferably be level and must not have a gradient greater than 1 in 20 towards the vehicle.
- 3.4.9 Communal storage facilities must be located at ground level and be easily accessible for all residents including residents with disabilities or mobility difficulties. If waste storage containers are proposed at basement area a written statement must be attached to the Planning Application describing the proposed method for transporting the containers to ground level.
- 3.4.10 The DPD also stipulates that developers should ensure, in particular, that roads have suitable foundations and surfaces to withstand the maximum payload of vehicles (currently 30 tonnes). The guidance also requires that vehicles should not be expected to reverse and where unavoidable, maximum reversing distance should be 20m, and that a safe stopping bay or equivalent should be provided with sufficient turning area and manoeuvring space for the collection vehicle.
- Adopted Core Strategy Development Plan Document 2025 (2010)**
- 3.4.11 There are a number of borough wide strategies and individual policies within the Core Strategy that are relevant to waste management.
- 3.4.12 Policy SP05 requires developments to appropriately design and plan for waste storage and recycling facilities. The policy sets out a requirement for all developments to reduce and reuse waste from construction and demolition and that the council supports developments that use recycled materials.
- 3.4.13 Policy SP08 seeks to promote the sustainable transport of freight, including waste by using water and rail to take the load off the strategic road network

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### **Municipal Waste Management Strategy 2003-2018**

- 3.4.14 This Waste Strategy sets out LBTHs intention for collecting rubbish and litter that occurs within the street environment and other public areas, preventing rubbish occurring, recycling and disposing of rubbish that is not recycled, and for achieving a cleaner, safer borough by working with all agencies that own and maintain land in the Borough, all in the best practical way possible.
- 3.4.15 The Strategy seeks to achieve a target of 45% of household waste to be recycled by 2015.



## 4 Servicing and Refuse Collection Proposals

### 4.1 Service Vehicle Generation

4.1.1 The Development will generate delivery servicing movements.

4.1.2 Using trip generation characteristics associated with previous developments, the site is anticipated to generate in the region of a maximum of nine servicing and delivery vehicle movements across the day. The delivery and servicing vehicle movements are considered unlikely to coincide with the peak highway network operational hours thereby minimising the effect of the development on the local area. The assumed trip rates by land use are shown below in Table 4.1.

**Table 4.1: Assumed Trip Rates**

Land Use	Size / Units	Daily Trip Rate		Daily Trips
B1 Office (commercial)	648.5	0.26	per 100m <sup>2</sup>	2
A3 Café	96.5	3	per 100m <sup>2</sup>	3
Residential	51	0.075	per unit	4

4.1.3 Using a robust assumption of vehicle proportions, the number of trips by vehicle type (car/Light Goods Vehicle (LGV) and Medium / Heavy Goods Vehicles (MGV / HGV)) have been calculated, as shown in Table 4.2.

**Table 4.2: Servicing Trips by vehicle Type**

Land Use	Vehicle Type	Vehicle Pro-portion	Daily Trips
B1 Office (commercial)	MGV/HGV	30%	1
	Car / Van / LGV	70%	1
A3 Café	MGV/HGV	20%	1
	Car / Van / LGV	80%	2
Residential	MGV/HGV	20%	1
	Car / Van / LGV	80%	3
Total	MGV/HGV		2*
	Car / Van / LGV		7

*\*Errors caused by rounding*

4.1.4 The development is shown to result in nine daily trips, split between approximately two MGV / HGV and seven car / LGV trips. The local highway network provides sufficient space to enable multiple vehicles to stop on-street to service the site if needed, however it is unlikely that the servicing trips would occur within similar time periods and would be spread throughout the working day. Using the assumption that the number of deliveries during the peak hour will be approximately 15% of the daily vehicle generation, it is calculated that in the typical peak hours between 1 – 2 vehicles will access the site. This impact is considered negligible and will have no material impact on the local network.

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## 4.2 Servicing Strategy

- 4.2.1 All servicing to the development will be operated off street, with vehicles temporarily waiting on Monier Road, Smeed Road and Remus Road, as required, before accessing the specific building.
- 4.2.2 By having numerous stopping locations surrounding the development, servicing vehicles are able to stop outside the correct building, thus minimising the impact on the rest of the local network alongside reducing dwell times and smaller carry distances.

### **Refuse Vehicle Use**

- 4.2.3 The refuse generated by the proposed development would be general commercial waste, retail and residential waste. Discussions with LLDC will be had post application to determine the exact arrangement.
- 4.2.4 Appendix A contains the proposed ground floor plan for the development, as prepared by HWO Architects. From the layout it can be seen that there are separate commercial and residential bin stores located within the development site. In each waste storage location bin stores are located near key entrance points but adjacent to the outside wall to facilitate ease of use and collection.
- 4.2.5 There are three commercial bins stores (Remus Road, Monier Road and Smeed Road) and two residential bin stores (Remus Road and Smeed Road). The bin stores on Remus Road are within an acceptable distance to be collected via Monier Road.

## 4.3 Waste Management Strategy

- 4.3.1 It is envisaged that any future planning permission will include a condition for the requirement of a Waste Management Strategy to be developed for the site. The document will identify the measures to be adopted to successfully manage the waste arising from the residential and commercial elements of the Development, taking into account the constraints afforded by the location and necessary design.
- 4.3.2 For completeness **Table 4.3** below outlines the waste management services that are currently provided by and on behalf of LBTH:

**Table 4.3: Current LBTH Waste Management Services**

<b>Refuse</b>	Estates, flats or mansion blocks: Communal refuse bins, weekly collection.
<b>Recycling</b>	Estates, flats or mansion blocks: Communal recycling bins, weekly collection. <ul style="list-style-type: none"> <li>■ Paper, card and cardboard; Glass bottles and jars; Metal tins, cans and aerosols; plastic bottles, pots, tubs and trays; Cartons and TetraPak.</li> </ul>
<b>Bulky Waste</b>	Chargeable collection service
<b>Garden Waste</b>	Garden waste is taken to a local composting site from specific waste bags <ul style="list-style-type: none"> <li>■ Bark ,grass, weeds, leaves, hedge clippings, logs*, dead plants &amp; flowers and small branches* (*up to 50cm diameter)</li> </ul>
<b>Hazardous Waste</b>	The Corporation of London organises a household hazardous waste collection service on behalf of the council. Residents are entitled to a maximum of one free collection of asbestos a year and three free collections of chemicals each year
<b>Reuse and recycling centre (RRC)</b>	Residents reuse and recycling, no commercial waste. Large number of items accepted, ranging from Aluminium foil /Batteries (household) to Electrical appliances and White goods. Tower Hamlets reuse and recycling centre, Yabsley Street, London E14 9RG

### Household Waste

#### *Storage*

- 4.3.3 In the first instance, residents would segregate and store their refuse and recycling through the use of internal waste storage in their kitchens. This would promote the segregation of refuse and recyclable materials at source.
- 4.3.4 Residents would be responsible for manually transporting and depositing their refuse and recycling in the appropriate containers to the residential waste store rooms, as shown on the figure. The estate management company will then transfer the waste to the on-road locations on collection day.
- 4.3.5 All waste storage areas will be clearly labelled to prevent cross contamination of refuse and recycling. It has been assumed that the equivalent of 1,100 litre wheeled bins will be used in the proposed development for both refuse and recyclables, and that these will be included within the LBTH weekly collection for both waste streams.

#### *Collection of Household Waste*

- 4.3.6 Collection vehicles will not access the site but are envisaged to stop temporarily on Monier Road. The refuse collection crew will then transfer waste from the holding areas to the refuse vehicle.

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- 4.3.7 Immediately after emptying, the waste containers would be manually transported back to the respective holding areas.

#### **Commercial Waste**

##### *Storage*

##### *Office Waste*

- 4.3.8 At regular intervals, the tenants' staff will collect refuse and recycling from the office floors; before transporting and depositing the waste in the appropriate containers in the buildings waste store room.
- 4.3.9 The different office waste store rooms will be clearly labelled to ensure cross contamination of refuse and recycling is minimised.

##### *A3 Waste*

- 4.3.10 In the first instance, the commercial operators would segregate and store their refuse and recycling in their own unit area. They will be responsible for manually transporting and depositing their refuse and recycling in the appropriate containers in the shared B1 / A3 waste store room.
- 4.3.11 The A3 section of the waste store will be clearly labelled to ensure cross contamination of refuse and recycling is minimised, alongside the correct storage of any food waste products.

##### *Collection of Commercial Waste*

##### *Office Waste*

- 4.3.12 As with the residential household waste, the refuse collection fleet will have access to the bin store areas.

##### *A3 Retail Waste*

- 4.3.13 The A3 unit will follow the same principles as for the office waste storage and collection, and utilise a shared waste storage area.
- 4.3.14 All waste storage areas will be clearly labelled to ensure cross contamination of refuse and recycling is minimised.
- 4.3.15 Floor surfaces will be of a smooth, continuous finish and where possible, free from steps or other obstacles. Any steps will incorporate a drop-kerb. Measures will be taken by the tenants to ensure that access to the agreed collection point will not be restricted on collection day.

##### *Hazardous Waste*

- 4.3.16 It is anticipated that small volumes of hazardous waste will be generated during the operation of the development. Equipment will be provided for the correct storage and subsequent collection of the following hazardous waste materials in the respective waste areas within each building:
- Batteries: appropriate container of small dimensions;
  - Fluorescent bulbs: secured rigid closable storage container;
  - Paints, solvents, chemicals: Flammable Safety Cabinet with lockable doors;
  - Printer cartridges: container provided with a lid or use of manufacturers' 'take back' scheme; and
  - Waste electrical and electronic equipment (WEEE): appropriate wheeled or caged container.

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## 4.4 On-site Management Strategy

4.4.1 In order to enforce the service and refuse strategy, the following measures will be introduced and adopted by each units representative / staff and residents:

- **Communication of Delivery Restrictions:** As part of the appointment of all contracts at the development between individual units and suppliers that would involve deliveries or collections, the company being contracted will be made aware of the delivery access restrictions and be asked to accept these restrictions in writing. It is envisaged that all delivery vehicles, as far as reasonably possible, will be approved and contracted suppliers, with the driver names and vehicle registrations of suppliers held by development security staff.
- **Accommodating non-regular Deliveries:** Any other occasional delivery companies who do not normally deliver to the development will also be provided with delivery restrictions by Estates Management staff and directed to the optimal servicing location.
- **Enforcement:** If a driver does not comply with the delivery access restrictions (as witnessed by the Estates Management staff) the supplier will be informed of the vehicle registration. Non-compliance can then be used as a deciding factor in the appointment of future contracts at the proposed development.
- **Access Controls:** Individual units will maintain access control via either the pedestrian control gates at the public realm or via their respective entrances on-street to maintain security for users. If servicing / delivery require the use of the courtyard area, then this will be organised with the staff members from the unit.
- **Delivery Scheduling:** Scheduling routine deliveries to occur outside of the network peak hours to avoid congestion and minimise impact on the road network at the busiest and most constrained times;
- **Encouraging Deliveries by Sustainable Modes:** Occupiers of the site will be encouraged to use suppliers who are affiliated to the Freight Operator Recognition Scheme and operating green fleets complying with the emission standards set out by the London Emission Zones. Workplace occupiers will also be encouraged to publicise sustainable 'best practice' measures via the Freight Information Portal. In so doing this measure will contribute towards encouraging more maintenance contractors to use electric vehicles.

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## 5 Delivery and Servicing Management Measures

### 5.1 Introduction

- 5.1.1 This chapter outlines the overarching measures and initiatives included within the DSP which are applicable to the development site. This DSP will specifically aim to ensure that servicing of the development can be carried out efficiently, whilst minimising any effects on the local highway network, residents and commercial occupiers within and surrounding the site, and the environment.
- 5.1.2 In accordance with TfL's best practice guidance contained within their document *Managing Freight Effectively: Delivery and Servicing Plans* the proposed management measures and initiatives have been grouped into the following areas: Design; Procurement Strategy; Operational Efficiency; Waste Management; and Road Trip Reduction. Each of these are considered below:

### 5.2 Design

- 5.2.1 The London Freight Plan recognises that good design can minimise disturbance for residents at or travelling to the site and the impact of servicing upon the surrounding highway network. Design related measures implemented as part of the development proposals are set out in turn below.

#### **Servicing Facilities**

- 5.2.2 Details of the servicing proposals are provided within Chapter 4 of this report, with the development adopting an on-road servicing strategy with access obtained through multiple on-street locations via the individual units entrance points. By having numerous access points, the delivery of smaller items can be efficiently and quickly completed to the specific building resulting in shorter dwell times.

#### **Risk Assessment of Servicing Areas**

- 5.2.3 A risk assessment would normally be undertaken by suitably trained site management staff prior to use. This assessment will examine the following issues:
- Adequate manoeuvring space for the vehicles;
  - Interaction with pedestrians;
  - Adequate unloading area;
  - Level route from vehicle to destination;
  - Interaction with vehicles; and
  - Visibility of management staff.

#### **Traffic Management Regulation**

- 5.2.4 The local traffic management regulations on the road network surrounding the site has been reviewed based upon site observations and Traffic Management Regulations. The routes to and from the site do not place any particular restrictions on access to and from the site due to its good connections to the strategic road network. Further information can be obtained across the road network, including more minor routes using the London Lorry Control network website ([www.londonlorrycontrol.com](http://www.londonlorrycontrol.com)).
- 5.2.5 The London Low Emission Zone will also require suppliers operating delivery vehicles which do not meet emission standards, to pay a daily charge for journeys within London.

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### **Security Measures**

- 5.2.6 Security measures will be provided within the development site. This will be delivered through the use of secure access points throughout the site for both businesses and residents.

### **Accommodating Special Deliveries**

- 5.2.7 Any special deliveries to the Site, such as plant maintenance vehicles will need to be pre-arranged. The delivery time and duration will be negotiated with individual unit staff members to minimise the impact upon the routine daily servicing requirements of the development. Out of peak deliveries will be encouraged for such deliveries where possible.

## **5.3 Procurement Strategy**

- 5.3.1 The procurement process should demonstrate an awareness of all vehicle activity associated with the site, its impacts and appropriate measures to reduce it. This will be undertaken by the individual unit staff members.

### **Freight Operator Recognition Scheme**

- 5.3.2 Commercial occupiers will be encouraged to contract suppliers registered with a best practice scheme, such as the Freight Operator Recognition Scheme (FORS). Full details of the benefits associated with FORS are detailed earlier within this document.

### **Consolidation of Suppliers**

- 5.3.3 Occupiers of the site will be encouraged to co-ordinate deliveries in instances where common suppliers are used.

## **5.4 Operational Efficiency**

### **Delivery Restrictions and Enforcement**

- 5.4.1 Peak hour deliveries will be discouraged through consultation with occupiers of the buildings by the individual unit staff. The operation of the development may benefit from spreading deliveries throughout the day using a computer or web-based vehicle booking system, however it is envisaged that the each unit will be able to successfully manage their respective deliveries.

### **Promotion of Freight Information Portal**

- 5.4.2 The Freight Information Portal will be promoted by the site management company to raise awareness of this resource amongst the workplace occupiers within the site and encourage the adoption of good practice servicing and delivery strategies. The Corporate and Social Responsibility benefits associated with using suppliers adopting sustainable freight and servicing practices will also be promoted to workplace occupiers.

### **Communication of Delivery Procedures**

- 5.4.3 The delivery procedures in operation on the site will be communicated to staff upon occupation. The occupiers will be responsible for informing their suppliers of any delivery restrictions and communicating the booking/ management strategy as set out below:

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### **Workplace Management Strategy**

- 5.4.4 A vehicle management system will be implemented on the site to manage and schedule vehicle activity surrounding the development location.
- 5.4.5 Deliveries to the development will be encouraged to incorporate 20 minute slots, with a maximum dwell time of 20 minutes, unless otherwise negotiated with the individual units. Suppliers will look to book a delivery slot with the respective unit in advance of their arrival to the site.
- 5.4.6 If a vehicle arrives outside of its allotted time during periods of peak demand, a new allotted delivery slot can be arranged. If the vehicle can be accommodated at this time, it will, otherwise it will leave. Considering the servicing capacity provided, anticipated demand and management measures proposed; this is considered to be an unlikely occurrence.

### **Out of Hours Deliveries**

- 5.4.7 No deliveries would be expected during the early morning and later evening periods, however if any should be required a noise abatement strategy will also be in place, whereby service vehicles would be instructed to turn off their engines once parked, for the duration of servicing activity.

### **Staff Training Requirements and Responsibilities**

- 5.4.8 Each unit will be responsible for providing funding and time resources for all of their site-based staff to receive appropriate training relating to the processes and procedures in operation on the development site. On-going training requirements will be identified through annual Personal Development Reviews (or equivalent internal review process).

## **5.5 Waste Management**

### **Waste Reduction, Storage and Removal Measures**

- 5.5.1 Guidance contained within the London Freight Plan identifies that developments should provide sufficient facilities for storage and collection of segregated waste.
- 5.5.2 The proposed development site will provide segregated waste storage, segregating into general waste and dry comingled recyclables.

### **Refuse Collection Procedures**

- 5.5.3 All refuse collection will be undertaken from on-road locations.
- 5.5.4 On, or before the day of collection, the individual commercial units would transfer their waste to the waste storage areas, ready for collection. The waste storage areas are accessible externally, allowing refuse crews to access the waste bins directly.
- 5.5.5 Refuse collection will be undertaken outside of the peak hours where possible, with the specific collection times being arranged with the local authority or private waste contractor to minimise impacts upon the operation of the site and surrounding highway network.
- 5.5.6 As the residential refuse storage is located next to the footway, it is envisaged that refuse collection crews will be able to access the storage areas to pick up the containers and then replace them in a similar way to the commercial waste. This will minimise the carry distance for refuse crews as the vehicle will be able to stop on-street next to the access point. The storage areas will look to use an access pad system from the outside, so that refuse crews can safely access them whilst maintaining a secure environment on non-collection days.



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### **Delivery and Collection Frequencies**

- 5.5.7 The number of service vehicle trips has been considered in detail earlier within this document.

### **Encouraging Deliveries by Sustainable Modes**

- 5.5.8 As discussed previously, the occupiers of the site will be encouraged to use suppliers who are affiliated to FORS and/or operating green fleets complying with the emission standards set out by the London Emission Zones. Workplace occupiers will also be encouraged to publicise sustainable 'best practice' measures via the Freight Information Portal. In so doing this measure will contribute towards encouraging more maintenance contractors to use electric vehicles.

## **5.6 Enforcement**

- 5.6.1 The contents of this DSP have been prepared in order to inform the planning authority of the developer's intent with regards to the future operation of the site. Future occupants of the site will need to adhere with the DSP unless otherwise agreed in writing with the planning authority.

## Delivery and Servicing Management

The purpose of this document is to provide a comprehensive overview of the delivery and servicing management process. This document is intended for use by all staff involved in the delivery and servicing of the organization's products and services. The document outlines the key components of the delivery and servicing management process, including the roles and responsibilities of staff, the processes and procedures to be followed, and the performance metrics to be used to measure the effectiveness of the process. The document also provides a detailed description of the delivery and servicing management system, including the hardware and software components, and the data and information that is used to support the process. The document is intended to be used as a reference for staff and as a guide for the development and implementation of the delivery and servicing management process.

## 3.2 Introduction

The purpose of this document is to provide a comprehensive overview of the delivery and servicing management process. This document is intended for use by all staff involved in the delivery and servicing of the organization's products and services. The document outlines the key components of the delivery and servicing management process, including the roles and responsibilities of staff, the processes and procedures to be followed, and the performance metrics to be used to measure the effectiveness of the process. The document also provides a detailed description of the delivery and servicing management system, including the hardware and software components, and the data and information that is used to support the process. The document is intended to be used as a reference for staff and as a guide for the development and implementation of the delivery and servicing management process.

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# Appendices

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Appendix A: Layout – HWO Architect Drawing 360-P-101-G

Residential	
CONC A	41
Brickwork	24,500
Infill Stone	15,000
	15,500
CONC D	35
Crack Slabs	14,500
Brickwork	14,500
	15,770
PAINT	
Painted Rooms	14,500
K.I.B.N.	15,000
10mm	15,000
TELE. Intrinsic Electrical Room	
	6

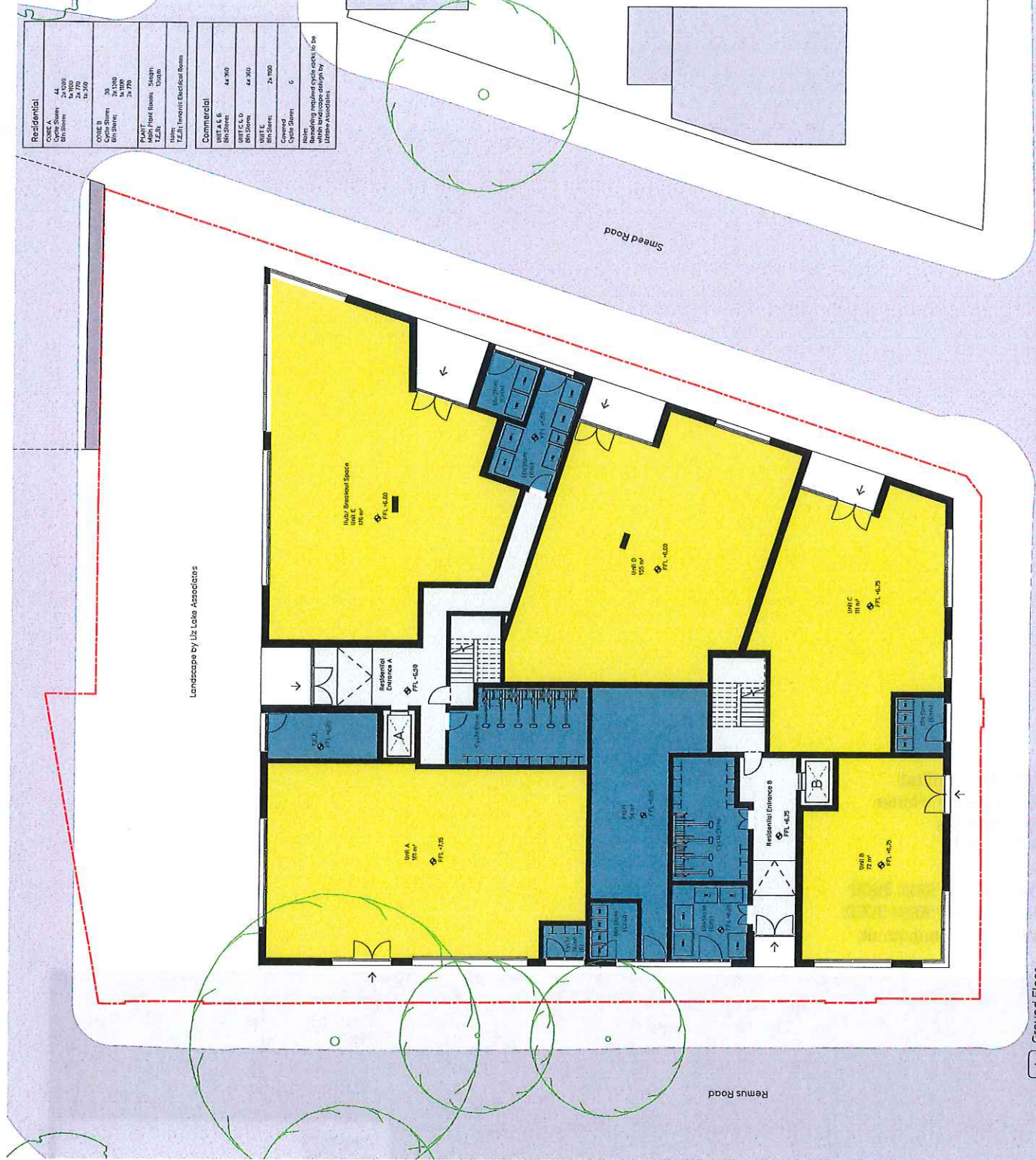
  

Commercial	
WIRE A & B	4 x 300
Brickwork	4 x 300
WIRE C, D, E	15,000
Brickwork	15,000
Crack Slabs	6
Crack Slabs	6

Notes:  
 Remaining required cycle racks to be installed by the contractor as per design by Ultra Available

Landscape by Liz Lobo Associates



LOCATION PLAN

SCALE 1/1000

ALL DIMENSIONS, SETTING OUT INFORMATION AND LEVELS MUST BE CHECKED ON SITE BEFORE ANY WORKING IS COMMENCED ON SITE. COPYRIGHT IWO LTD.

NOTES

- Ownership Boundary
- 1 Bedroom - 50 sqm (minimum)
- 2 Bedroom - 70 sqm (minimum)
- 3 Bedroom - 85 sqm (minimum)
- Commercial Units
- Circulation Stairs/Lift
- Other - Bins/Cycle store etc.

Revisions

A	General Revision	09-Feb-2015	CM
B	General Revision	19-Feb-2015	NK
C	Residential Entrance	20-Feb-2015	NK
D	General Revision	5-March-15	NK
E	Bins/Bikes	8-March-15	NK
F	General Revision	20-March-15	NK
G	General Revision	01-April-15	JS

Client

Atch Group in Partnership with Mura Estates

Stage

Planning Submission



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Job title  
 33-35 Monier Road  
 London E2 2PR

Drawing title  
 Prepare Floor Plans  
 Ground Floor Plan

Created by	Checked by	Scale	Date
JS	RS	1:100 @ A1	19-JAN-2015
Job	Stage	Drawing	Revision
360	- P -	101	G

1 Ground Floor  
 1/100



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UNITED  
BY OUR  
DIFFERENCE



**APPENDIX 6**

**DRAFT PLANNING PERMISSION**

Page 10

10/10/10



**FULL PLANNING PERMISSION APPROVAL**

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

Please see notes at the end of this notice

**Applicant**

Jamie Macarthur, 33-35 Monier Road LLP  
C/O Agent

**Agent**

Ben Kelway, Nathaniel Lichfield and Partners  
14, Regent's Wharf  
All Saints Street  
London  
N1 9RL

**Part I - Particulars of Application**

Date of Application: 08-Jun-2015

Application No: 15/00212/FUL

Proposal: Application for full planning permission for mixed use redevelopment comprising: Demolition of existing buildings and structures and erection of mixed use 6 storey redevelopment incorporating 675m<sup>2</sup> of commercial workspace (B1 and sui generis use class) at ground level; along with 45 residential units at levels one to five; new public realm, landscaped amenity space and associated works.

Location: 33-35 Monier Road, London, E3 2PR

**Part II - Particulars of Decision**

In pursuance of the powers under the above Act and Order the London Legacy Development Corporation hereby gives notice that **PLANNING PERMISSION HAS BEEN APPROVED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

**1. Time limit**

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

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

## 2. Works in accordance with approved details

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

360\_P\_950 (E); 360\_P\_001 B; 360\_P\_010 B; 360\_P\_011 B; 360\_P\_030 B; 360\_P\_031 B; 360\_P\_100 F; 360\_P\_101 O; 360\_P\_102 M; 360\_P\_103L; 360\_P\_104 M; 360\_P\_105I; 360\_P\_106 H; 360\_P\_107 N; 360\_P\_200 H; 360\_P\_201 G; 360\_P\_300 G; 360\_P\_301 H; 360\_P\_302 G; 360\_P\_303 G; 360\_P\_350 H; 360\_P\_351 H; 360\_P\_352 H; 360\_P\_353 A; 360\_P\_354 A; and 360\_P\_950 E and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

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

## 3. Notice of Commencement

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

Reason: To ensure satisfactory compliance with this planning permission.

## CONSTRUCTION

### 4. Construction Management Plan

The development shall not be commenced until a construction management plan (CMP), has been submitted to and approved by the Local Planning Authority. The Construction Management Plan and the updates thereto shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The CMP shall include as a minimum the following information:

- The arrangements for liaison with the relevant highway authorities;
- The parking of vehicles of site operatives and visitors;
- The loading and unloading of plant and materials including a construction logistics plan;
- The storage of plant and materials use in constructing the development;
- The erection and maintenance of security hoardings;
- Measures to control the emission of dust and dirt during construction;
- A scheme for recycling and disposing of waste resulting from demolition and construction work;
- Dealing with complaints and community liaison;
- Attendance as necessary at the LLDC Construction Transport Management Group (CTMG);
- Details of routes and access for construction traffic. Including lorry holding areas; and
- Guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module.

The development shall be carried out in accordance with the approved details.

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

Pre commencement justification:

To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through construction that would require appropriate mitigation.

## 5. Piling method statement

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

Reason: The proposed works will be in close proximity to underground water utility infrastructure and some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution.

6. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To protect the water environment, including groundwater. Some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution. A piling risk assessment should be submitted with consideration of the EA guidance 'Piling into contaminated sites'.

## 7. Contamination

No development except demolition approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), shall take place until a scheme that includes the following components to deal with the risks associated with contamination of the site has been submitted to and approved in writing by the Local Planning Authority:

- 1) A preliminary risk assessment which has identified: all previous uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors, potentially unacceptable risks arising from contamination at the site.
- 2) A site investigation scheme, based on a detailed assessment of the risk to all receptors that may be affected, including those off site.
- 3) The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- 4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented in full as approved.

For the avoidance of doubt, "Demolition" means removal of any buildings, fences, gates and structures above ground level, but for the avoidance of doubt, would not include the removal of any existing surface treatments of any below ground works

Reason: To protect the water environment, including groundwater. The desk study indicates the potential presence of contamination from the previous uses.

Pre-commencement Justification: Remediation works should be completed prior to the use commencing on the site to ensure a safe environment for employees and surrounding residents/occupants.

## 8. Verification report

No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness

of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a long-term monitoring and maintenance plan for longer-term monitoring of pollutant linkages, a maintenance timetable and arrangements for contingency action arising from the monitoring, as identified in the verification report. The long-term monitoring and maintenance plan shall be implemented in full as approved.

Reason: To protect the water environment, including groundwater from pollution and/or further deterioration.

Pre-commencement Justification: Verification works should be completed prior to the use commencing on the site to ensure a safe environment for employees and residents.

## **9. Unexpected contamination**

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until a remediation strategy has been submitted to and approved by the Local Planning Authority in writing detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved.

Reason: To protect the water environment, including groundwater.

## **10. Drainage**

Development shall not commence until a drainage strategy, detailing any on and/or off site drainage works, has been submitted to and approved by the Local Planning Authority in consultation with the sewerage undertaker. The drainage works referred to in the approved strategy shall be implemented in full and no discharge of foul or surface water from the site shall be accepted into the public system until the said drainage works have been completed.

Reason - The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development, and in order to avoid adverse environmental impact upon the community.

Pre commencement justification: To ensure that adequate facilities to support the use are provided.

## **11. Surface water drainage**

No infiltration of surface water drainage into the ground at this site is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.

Reason: To protect the water environment, including groundwater.

## **12. Archaeological investigation**

- A) No development other than demolition to existing ground level shall take place until (i) a programme of archaeological evaluation has been submitted to and approved by the Local Planning Authority in writing (ii) the approved archaeological evaluation programme has been implemented and (iii) a report on that evaluation has been submitted to the Local Planning Authority.
- B) If heritage assets of archaeological interest are identified by the evaluation under Part A, then before development, other than demolition to existing ground level, commences (i) a Written Scheme of Investigation shall be submitted to and approved by the Local Planning Authority in writing.
- C) No development or demolition other than demolition to existing ground level shall take place other than in accordance with the Written Scheme of Investigation approved under Part (B) and archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

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

Reason:

To protect heritage assets of archaeological interest that may survive on the site.

Pre commencement justification: To ensure that the archaeological interests are protected and considered appropriately.

## **RESIDENTIAL STANDARDS**

### **13. Residential standard- internal noise levels**

All residential premises shall be designed and constructed in accordance with BS8233:1999 'Sound insulation and noise reduction for buildings- Code of Practice' to attain the following internal noise levels:

- Bedrooms- 30dB LAeq,T\* and 40dB LAfmax
- Living rooms- 30dB LAeq, D\*
- \*T- Night-time 8 hours between 23:00-07:00
- \*D- Daytime 16 hours between 07:00-23:00.

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

### **14. Sound insulation and noise mitigation details – Residential**

Prior to the installation of acoustic insulation measures for the development hereby approved details shall have been submitted to and approved in writing by the Local Planning Authority for a scheme of acoustic insulation and any other necessary means of ventilation provided. The scheme shall include a glazing specification for all windows to ensure a good standard of internal noise can be achieved during day time and night time in accordance with the guideline levels of BS8233 1999: "Sound insulation and noise reduction for buildings – code of practice" or an equivalent standard. The residential units hereby permitted shall not be occupied until the noise attenuation scheme, including glazing specification, has been implemented in accordance with the approved scheme and thereafter permanently retained.

Reason: To ensure an adequate standard of residential amenity.

### **15. Sound insulation and noise mitigation details – Residential and Non-Residential**

The Development shall not be occupied until details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses have been submitted to and approved in writing by the Local Planning Authority. Details should include airborne and impact sound insulation. The Development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved scheme is to be completed prior to occupation of the Development and thereafter permanently retained.

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

### **16. Accessible housing**

90% of the residential units hereby permitted shall be designed and constructed in accordance with Optional Requirement M4 (2) Category 2 of Part M of the Building Regulations.

10% of the residential units hereby permitted shall be designed and constructed in accordance with Optional Requirement M4 (3) Category 3 of Part M of the Building Regulations, as per the accommodation schedule dated 25th March 2015.

The actual number of units to be provided in accordance with this condition will be the number of whole units that is as near as arithmetically possible to the specified percentage and 0.5 or above shall be rounded up to the nearest whole.

Reason: To ensure adequate accessible housing is provided

### **17. Refuse storage**

Before the first occupation of the Development hereby permitted, the refuse and recycling storage arrangements shown on the approved drawing/s shall be provided and made available for use by the occupiers of the Development and the facilities provided shall thereafter be retained for the life of the Development and neither they nor the space they occupy shall be used for any other purpose.

Reason:

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

Pre commencement justification: To ensure there are refuse storage arrangements in place in advance of the use commencing to avoid highway and safety issues.

### **PARKING, SERVICING, CYCLES**

### **18. Approval of road works necessary**

No above ground works shall take place until details of the following works to the highway have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. Works to the highway shall only be carried out by the Highway Authority:

- The provision of an on street loading bay
- The provision of 1 Blue Badge on street parking space
- The provision of 1 car club space
- The installation of new crossovers and reinstatement of footways where existing crossovers are being blocked up

The building hereby permitted shall not be occupied until these works have been completed in accordance with the approved details.

Reason: To ensure that all road works associated with the proposed development are to a standard approved by the Local Planning Authority and are completed before occupation.

Pre commencement justification: To ensure that occupiers of the site have adequate facilities to support the use and encourage the uptake of sustainable transport methods to and from the site.

### **19. Deliveries and servicing management plan**

No above ground works shall take place until a delivery and servicing management plan (DSMP) detailing how all elements of the site are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved DSMP shall be implemented from first occupation and thereafter for the life of the development.

Reason: In the interests of highway and pedestrian safety.

Pre commencement justification: To ensure that the development will not have an adverse impact on the amenity of the area.

## **20. Cycle Storage and facilities- details to be submitted**

No above ground works shall take place until details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles (for both residential and commercial elements) and on site changing facilities and showers (for the commercial element) have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and the facilities provided shall be retained for the life of the development and the space used for no other purpose.

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

## **SUSTAINABILITY**

### **21. Renewable energy**

The development shall be constructed and operated in accordance with the submitted Price/Myers Energy Assessment dated 1<sup>st</sup> April 2015 and achieve reductions in regulated CO<sub>2</sub> emissions through the use of on-site renewable energy generation sources approved as part of this development.

Reason: To ensure a high standard of sustainable design and construction.

### **22. BREEAM**

Before any fit out works to the commercial premises hereby authorised begins, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) which demonstrates that a minimum 'Excellent' rating has been achieved shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given. Before the first occupation of any commercial premises hereby permitted, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

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

### **23. Material samples**

No above ground works shall take place until material samples and sample-panels of all internal external facing materials (including any hard landscaping materials, mortar and bond) to be used in the construction of the external surfaces of the building hereby approved have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure the satisfactory appearance of the development

Pre-commencement justification: To ensure that the Local Planning Authority is satisfied with the quality of materials and detail proposed, prior to the construction of the development and to ensure that the development will not have an adverse impact on the character of the surrounding area in terms of the appropriateness and suitability of the materials used.

### **24. Timber Maintenance and Cleaning Regime**

Before any above ground work hereby authorised begins, details of the maintenance and cleaning regime of the timber cladding whether internal or external elevations shall be submitted to and approved in writing by the Local Planning Authority; any repairs or replacement works shall match the existing original work to the methods used and the material including colour and, texture and all details of which shall be agreed in writing by the Local Planning Authority prior to the commencement of such works.

Reason: In the interest of amenity and to preserve the character and appearance of the development

## **25. Detailed drawings**

No above ground works shall take place until the following detailed drawings including sections (at a scale to be agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority:

- Commercial façade details (ground level shopfronts and entrances): Elevations and sections through shopfronts, including details of doors / security shutters, windows and signage and junctions with new pedestrian space; and
- Residential façade details (including elevations facing the internal courtyard): Elevations and sections annotated with materials and finishes of all windows (including reveals and sills), entrances, external bin stores, balconies, and balustrades, pipework and parapets; and all openings adjacent to the highways.

The development shall not be carried out otherwise than in accordance with the approved drawings.

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

Pre-commencement justification: To ensure that the Local Planning Authority is satisfied with the quality of the detail proposed, prior to the construction of the development and to ensure that the development will not have an adverse impact on the character of the surrounding area in terms of the appropriateness and quality of finish.

## **26. Landscaping Plan (including roof terrace)**

Before any above ground work hereby authorised begins, the following information shall be submitted to and approved in writing by the Local Planning Authority:

- Detailed drawings 1:50 and 1:10 of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings and roof terrace areas (including boundary treatments, surfacing materials of any parking, access, or pathways layouts, materials and edge details and material samples of hard landscaping);
- Details of all existing trees on and adjacent to the land, and details of any to be retained, together with measures for their protection, during the course of development;
- Planting schedules;
- Sections through street tree pits;
- Species mix;
- Details of biodiversity enhancements (bird and bat nesting boxes etc);
- Details including plans, elevations and specifications of any play equipment to be provided and
- Details of parapet/balustrade and planting buffer around the roof terrace

The planting, seeding and/or turfing shall be carried out as approved in the first planting season following completion of building works comprised in the development and any tree or shrub that is found to be dead, dying, severely damaged or diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply to BS:4428 Code of practice for general landscaping operations,



BS:3996 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance. All other works including hard surface materials and play equipment shall be carried out and completed prior to the occupation of any part of the development. Reason: In order that the Local Planning Authority may ensure that the design and details are of high quality.

### **27. Overheating**

Before the construction of the façades of the development an assessment of the internal temperature in summer of the development, to demonstrate compliance with the requirements of Building Regulations Part L using the method of calculation set out in SAP appendix P and having regard to CIBSE 2050 weather data, shall be submitted to the Local Planning Authority. The assessment shall include details of any mitigation measures that are proposed to be used to reduce overheating, which shall include without limitation and where appropriate design of the façades, provision of ventilation; and internal layout. The mitigation measures shall be approved in writing by the Local Planning Authority. Following approval of the mitigation measures the building shall be constructed in accordance with the approved details and maintained in this condition thereafter, unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a comfortable level of amenity for residents of the development and in the interests of visual amenity.

### **28. Photovoltaics**

Prior to the commencement of the relevant part of the development full details of photovoltaic (PV) panels and a strategy for their installation on site shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure that the development meets a high standard of sustainable design and construction and incorporates renewable technologies.

## **PERMITTED DEVELOPMENT**

### **29. Land Use**

Notwithstanding the provisions of Part 3 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking and/or re-enacting that Order) the commercial premises hereby approved shall only be used for the purposes specified in the application (being use class B1 as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission)

Reason: To ensure a suitable quantum of workspace on the site.

In granting this permission the Local Planning Authority has had regard to the special circumstances of this case and wishes to have the opportunity of exercising control over any subsequent alternative use.

## **CAFÉ / BREAKOUT AREA**

### **30. Café / breakout use**

The ground floor commercial Unit E shall in addition to any public café use be used as an ancillary café / breakout unit in conjunction with and providing breakout and meeting space for the commercial Units A, B, C and D and shall not operate outside the hours of 0700 to 2300 hours on any day and shall not be used as a separate unit within Use Class A1-5 as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission).

Reason: To accord with the terms of the application and to support the commercial uses in the development and in the interests of residential amenity.

### **31. Café / breakout external alterations**

No external flue, ventilation equipment or any other external alteration shall be installed in relation to the café / breakout use without the written approval of the Local Planning Authority.

Reason: In the interest of visual and resident amenity.

### **32. Shopfronts**

Before any part of the commercial floorspace is fitted out for occupation details of the shopfronts, canopies, security shutters and areas for signage to be installed shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details, unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance to the completed development in the interests of visual amenity.

#### **INFORMATIVES:**

1. Thames Water Recommend Informatives with regard:

- To surface water drainage and reminding the developer of their responsibility to make proper provision for drainage to ground, water courses or a suitable sewer.
- Requiring a groundwater discharge permit
- The developer should take account of minimum water pressure in the design of the proposed development.

2 English Heritage Greater London Archaeology informatives

- Written schemes of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance guidelines.
- In order to protect groundwater quality from further deterioration: No infiltration based sustainable drainage systems should be constructed on land affected by contamination as contaminants can remobilise and cause groundwater pollution.
- Piling or any other foundation designs using penetrative methods should not cause preferential pathways for contaminants to migrate to groundwater and cause pollution.
- All investigations of land potentially affected by contamination should be carried out by or under the direction of a suitably qualified competent person.

#### **Proactive and Positive Statement**

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

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

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

Dated this: 01-Mar-2016

*A Hollingsworth*

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

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## London Legacy Development Corporation

### Town and Country Planning Act 1990 (as amended)

#### Appeals to the Secretary of State

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

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

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

#### Purchase Notice

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