

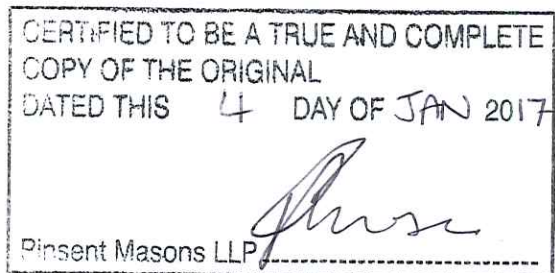
DATED 4 January 2017

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) HACKNEY WICK PROPERTIES LTD

(3) AIB GROUP (UK) PLC

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990
and all other powers enabling
relating to 99 Wallis Road, Hackney, London E9 5LN



Pinsent Masons

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THIS AGREEMENT is made on

4 January

2016⁷

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **HACKNEY WICK PROPERTIES LTD** (Company Number 09663132) whose registered office is at 42 Lytton Road, Barnet, EN5 5BY (the "**Developer**"); and
- (3) **AIB GROUP (UK) PLC** (Company Number NI018800) whose registered office is at 92 Ann Street, Belfast BT1 3HH (the "**Mortgagee**").

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer has a freehold interest in the Site registered at the Land Registry with Title Numbers 107592 and 123336 relating to the Site.
- (C) The Mortgagee is the registered proprietor of the charges dated 16 September 2015 referred to in entry number 4 of the charges registers of Title Numbers 107592 and 123336 and has agreed to enter into this Agreement to give its consent.
- (D) The Planning Application was validated by the LPA on 26 January 2016.
- (E) On 26 July 2016 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The LPA considers 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.

IT IS AGREED as follows:-

1. **INTERPRETATION**

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

"1990 Act"	means Town and Country Planning Act 1990
"Agreement"	means this deed made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced

"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"Commercial Unit"	means a commercial unit provided as part of the Development
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and "Complete" and "Completion" shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Hackney and its successor in function
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof
"Highway Authority"	means the Council and/or TfL or their successors in function
"Index"	means the Index of Retail Prices
"Indexed"	means in relation to a sum that it is to be increased in accordance with Clauses 16.2 and 16.3
"Index of Retail Prices"	means the Index of Retail Prices published by the Office of National Statistics or if the same shall cease to be published such alternative related index agreed by the LPA and the Developer
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time

"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"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean any one of them
"Plan 1"	means the plan attached at Appendix 1 of this Agreement showing the Site
"Plan 2"	means the plan attached at Appendix 2 of this Agreement showing the Non-Designated Heritage Asset
"Plan 3"	means the plan attached at Appendix 3 of this Agreement showing the Yard
"Plan 4"	means the plan attached at Appendix 4 of this Agreement showing the adjacent yard at 75-89 Wallis Road
"Planning Application"	means the application for planning permission submitted to the LPA and given reference number 16/00003/FUL by the LPA for the change of use from class B8 Storage and Distribution to a mix of uses including bar/microbrewery (use class A4) at ground floor level (24 hours operation) and office floorspace (use class B1) at first, second and third floors; including external alterations to the facade and installation of plant and extract flues, including a new recessed plant area inserted into the existing roof
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 4
"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) 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 may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"Requisite Consents"	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Site"	means the land shown edged red on Plan 1
"TfL"	means Transport for London or its successor in function

- "Utility Undertaker"** means any provider of services including gas, electricity, energy water, sewage, heating, cooling or telecommunications services within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
- "Working Day"** means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of 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 2.4, 2.5 and 2.6 references to the Developer in this Agreement include:-

- (a) the Developer;

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

1.2.8 **"including"** means **"including without limitation"**;

1.2.9 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;

1.2.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;

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

1.2.12 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.

1.3 The Interpretation Act 1978 shall apply to this Agreement.

1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 10 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or 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.

2. **EFFECT OF THIS AGREEMENT**

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

- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.5 and 2.6 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
- 2.4.2 individual occupiers or lessees of individual units of the Development;
- save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.6 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.
- 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 quashed, 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**

3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

save for the provisions of this Clause 3, Clauses 1, 2, 6, 9, 10, 12, 15, 18 and 19 which shall come into effect immediately upon completion of this Agreement.

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

4.1 The Developer 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; and

4.1.2 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

4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice.

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

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

5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.

5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest.

5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies.

5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid, and provide such assurances to the payee.

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

Developer:

Address: Hackney Wick Properties Ltd
2nd Floor Building C
OCC Estate
105 Edae Road
London
N4 1TJ

For the attention of: Joe Gerrard, Director

Mortgagee:

Address: Allied Irish Bank (GB)
202 Finchley Road
London
NW3 6BX

For the attention of: Neil O'Shea, Senior Manager

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. THE MORTGAGEE

9.1 The Mortgagee acknowledges and declares that:-

9.1.1 this Agreement has been entered into by the Developer with its consent;

9.1.2 the Site shall be bound by the obligations contained in this Agreement; and

9.1.3 the security of the mortgagee over the Site shall take effect subject to this Agreement.

9.2 Any mortgagee shall be liable only for any breach of the provisions of this Agreement during such period as he is a mortgagee in possession of the Site.

10. DISPUTE RESOLUTION

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

10.2 The Notice must specify:-

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

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

10.2.3 the proposed Expert.

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

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

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

10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (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.

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

10.7.1 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;

10.7.2 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;

10.7.3 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;

10.7.4 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

10.7.5 in all other cases, the President of the Law Society to nominate the Expert.

11. **NO WAIVER**

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

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

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

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

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

14. **THIRD PARTY IMPLEMENTATION**

14.1 The Owner covenants that:

14.1.1 if AP Wireless II (UK) Limited (Company Registration Number: 8013103) ("**AP**") commences or carries out or procures the Commencement of the Development the Developer shall observe and perform the covenants obligations and duties contained in this Agreement; and

14.1.2 if AP Commences or carries out or procures the Commencement of Development shall use reasonable endeavours to prevent any further works pursuant to the Development being carried out and shall ensure that AP shall promptly cease carrying out any further works.

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 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 reasonable costs incurred in the discharge of any of the obligations required under this Agreement (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 the committee meeting until the date such sums are paid (unless otherwise stated in this Agreement).

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 the committee meeting until the date the sum or value falls to be considered or applied.

17. **INTEREST**

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

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 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.

SCHEDULE 1

SUSTAINABLE TRANSPORT

1. DEFINITIONS

"Blue Badge Space" means a maximum of 1 blue badge space to be provided in accordance with this Schedule

2. RESTRICTION ON ON-STREET PARKING PERMITS

2.1 The Developer covenants with the LPA that:-

2.1.1 it shall include in each lease for the Commercial Units a covenant on the tenant that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways at any time during the life of the Development unless otherwise agreed by the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970.

2.1.2 each Commercial Unit shall not be Occupied unless the covenant set out in paragraph 2.1.1 is contained in the lease for that Commercial Unit.

2.1.3 it shall enforce the covenant set out in paragraph 2.1.1 against the tenants of the Commercial Units in the event it is breached.

2.1.4 it shall not dispose of to any person or Occupy or allow any person and/or company to Occupy any of the Commercial Units unless a notice has been served on such person and/or company that the covenant set out at paragraph 2.1.1 is contained in the lease and therefore such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place on the public highway.

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

3. BLUE BADGE SPACES PROVISION

3.1 Prior to the Occupation of the Development the Developer shall submit a scheme (prepared in consultation with the Highway Authority) to be approved by the LPA for:-

3.1.1 the provision of Blue Badge Spaces On Site; and/or

3.1.2 securing Blue Badge Spaces Off Site.

3.2 The scheme approved in accordance with paragraph 3.1 shall thereafter be delivered.

3.3 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 required in accordance with the scheme approved pursuant to paragraph 3.1 above.

SCHEDULE 2

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"		means the modal split targets identified in the approved Travel Plan
"Monitoring Period"		means the period from six months after first Occupation until five years after first Occupation
"Sustainable Measures"	Transport	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"Travel Plan"		means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
"Travel Plan Monitoring"		means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked (b) monitoring of the usage of the car parking which is available for use in the Development and (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
"Travel Plan Monitoring Officer"		means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan

"Travel Plan Monitoring Report" means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:-

- (a) details of trip generation rates
- (b) details of mode share and change in mode share over time
- (c) details of how effectively the Travel Plan has operated within the previous period
- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved and
- (e) (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

"Travel Plan Review Period" means initially the period of 6 months commencing on first Occupation of a Commercial Unit and thereafter annually on a rolling basis for the Monitoring Period

2. TRAVEL PLAN

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

2.1.1 submit and obtain the LPA's approval to a Travel Plan;

2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

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

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

2.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <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;

2.3.2 contain clear commitments to measures, including investigation of potential additional measures;

2.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;

2.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRIBUTE';

2.3.5 contain measures aimed at:-

- (a) positively influencing the travel behaviour of users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;

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

2.3.6 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 parking space is provided for each employee who is a disabled motorist in line with London Plan policy.

2.3.7 include a car parking management plan which sets out:-

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

2.4 The Developer shall implement the approved Travel Plan 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 operational and occupation conditions of the Travel Plan and any amendments thereto.

2.5 No Development shall be Occupied other than in accordance with the operational and occupation conditions of the approved Travel Plan and any amendments thereto.

3. TRAVEL PLAN MONITORING

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

3.2 During the Monitoring Period the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by no later than 42 days after the end of each Travel Plan Review Period.

3.3 Prior to the submission of a report referred to in paragraph 3.2 the Developer shall agree the structure of that report with the LPA.

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

4. MODAL SPLIT TARGETS

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

4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any following Monitoring Report in accordance with the timetable set out therein as approved by the LPA.

- 4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for the Monitoring Period the Modal Split Targets are achieved.

SCHEDULE 3

EMPLOYMENT AND TRAINING

1. DEFINITIONS

- "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:-
- (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group and
 - (b) in the London Borough of Hackney – the scheme known as "Ways into Work"
- "London Living Wage"** means the minimum amount (currently £9.40) 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 the floor space within Use Class B1 as authorised by the Planning Permission
- "Workspace Operator"** mean the company responsible for the operation and management of the Workspace
- "Workspace Strategy"** means a written strategy identifying:-
- (a) how the Workspace has been and will be designed and marketed to meet the needs of small local companies and businesses;
 - (a) details of the Workspace Operator.

2. DELIVERY OF WORKSPACE

- 2.1 The Development shall not be Occupied until all of the Workspace has been completed to Shell and Core.

3. WORKSPACE STRATEGY

- 3.1 Prior to the Occupation of the Development the Developer shall submit and obtain the LPA's approval to the Workspace Strategy.
- 3.2 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:-
- 3.2.1 review the effectiveness of the Workspace Strategy; and

- 3.2.2 submit to the LPA for approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.
- 3.3 The Developer shall implement the approved Workspace Strategy (as may be amended in accordance with paragraph 3.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

4. **LOCAL LABOUR AND LOCAL BUSINESS**

- 4.1 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:-
- 4.1.1 advertise all job vacancies arising from the Development in Local Labour and Business Schemes and job centres in the Council's Area;
 - 4.1.2 notify Local Labour and Business Schemes of all job vacancies arising from the Development;
 - 4.1.3 the recruitment of persons living in the Council's Area accounts for 25% of the construction jobs arising from the Development;
 - 4.1.4 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;
 - 4.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
 - 4.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
 - 4.1.7 work-based learning opportunities including apprenticeship opportunities are provided at the Development.

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

- 4.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:-
- 4.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;
 - 4.2.2 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
 - 4.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

SCHEDULE 4
SUSTAINABILITY

1. 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 12/00210/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

2. DISTRICT HEATING NETWORK

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

- 2.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site and thereafter connect the Development to the District Energy Network; and
- 2.1.2 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 2.1.1 above and the progress made towards securing the extension and connection.

2.2 If the report submitted pursuant to paragraph 2.1.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect the Development to the District Energy Network the Developer shall:-

- 2.2.1 use Reasonable Endeavours to connect to a Local CHP Plant; and
- 2.2.2 submit a further written report to the LPA prior to the Occupation of the Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.2.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.

2.3 No Development shall be Occupied until:-

- 2.3.1 the report submitted pursuant to paragraph 2.1.2 confirms to the LPA's satisfaction that it will be possible to connect the Development to the District Energy Network; or
- 2.3.2 the report submitted pursuant to paragraph 2.2.2 confirms to the LPA's satisfaction that it will be possible to connect the Development to a Local CHP Plant and such connection would have equivalent carbon emission reductions as if the Development has been connected to the District Energy Network; or
- 2.3.3 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 Building not being connected to the District Energy Network.

2.4 The Development shall not be Occupied unless and until:-

- 2.4.1 it is connected to the District Heating Network (if the report at paragraph 2.1.2 confirms it is possible); or

2.4.2 where paragraph 2.2 applies, it is connected to a Local CHP Plant (subject to Reasonable Endeavours); or

2.4.3 the obligation referred to in paragraph 2.3.3 has been satisfied by the Developer.

3. **REDUCTION OF ENERGY DEMAND**

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

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

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

3.1.3 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 5

HERITAGE

1. DEFINITIONS

"Heritage Scope of Works and Strategy" means a scope of works and strategy which shall set out the detailed works and strategy for improvements to the Non-Designated Heritage Asset and Yard which shall include as a minimum:

- (a) repairs to the Non-Designated Heritage Asset roof, external walls, internal floor structures and the external joinery
- (b) details of the high quality materials to be used for both the repairs and improvements to the Non-Designated Heritage Asset and Yard
- (c) details of the design of the Yard which shall match the design of adjacent yard at 75-89 Wallis Road as shown on Plan 4
- (d) a timescale for the delivery of the repairs and improvements to the Non-Designated Heritage Asset and Yard
- (e) details of the maintenance of the Non-Designated Heritage Asset and Yard

"Non-Designated Heritage Asset" means 99 Wallis Road as shown on Plan 2

"Yard" means the external yard area associated with 99 Wallis Road as shown on Plan 3

2. HERITAGE SCOPE OF WORKS AND STRATEGY

2.1 Prior to the Commencement of Development the Owner shall submit the Heritage Scope of Works and Strategy to the LPA for approval.

2.2 The Development shall be carried out in accordance with the approved Heritage Scope of Works and Strategy.

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

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

Director

Director/Secretary

Authorised signatory

[Handwritten signature]



EXECUTED as a Deed (but not delivered until dated) by HACKNEY WICK PROPERTIES LTD acting by two Directors or a Director and the Secretary:-

Director

[Handwritten signature]

Director/Secretary

M. Gennard

EXECUTED as a Deed (but not delivered until dated) by AIB GROUP (UK) PLC acting by two Directors or a Director and the Secretary:-

Executed as a deed by AIB Group (UK) p.l.c. acting by its lawful Attorneys

(Name) Carol O'Sullivan *[Handwritten signature]*

(Name) TERESA CONNOLLY *[Handwritten signature]*

Director



As Attorneys for AIB Group (UK) p.l.c.

Director/Secretary **Witness**

Lorraine Guthrie
51 Belmont Road
Uxbridge
Bank Official

[Handwritten signature]

APPENDIX 1

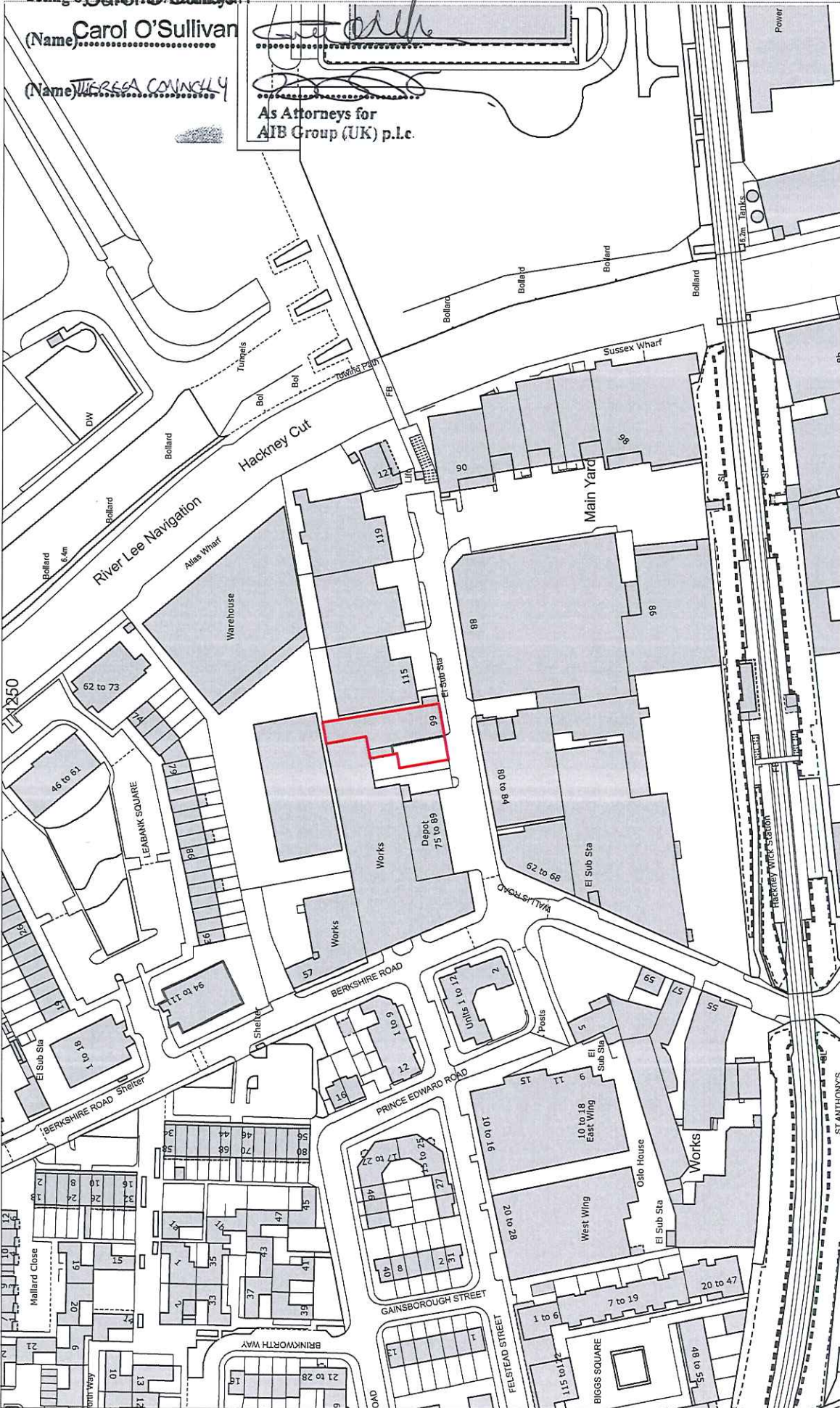
PLAN 1

Executed as a deed by AIB Group (UK) p.l.c.
acting by Carol O'Sullivan

(Name) Carol O'Sullivan

(Name) JEREEA CONNOLLY

As Attorneys for
AIB Group (UK) p.l.c.



Scale:	1:1250@A3	Date:	December 2015
Drawing no.:	WALS_08 001	Project:	99 Wallis Road E8 5LN
		Client:	MACKAY'S WICK PROPERTIES LTD OCC Estate 105 Estate Road London E14 1TJ
		Proposed:	Site Location

Revision	Date	Notes

186-188, Cavendish Road, London E2A 3AR
+44 (0)20 7833 1995
info@douglasandking.com
www.douglasandking.com

Douglas and King Architects

- Notes
- All dimensions to be checked on site.
 - All dimensions are to masonry unless otherwise stated (ie not plaster finishes).
 - All information is to be checked and verified by the contractors and sub-contractors for accuracy and fit.
 - Discrepancies or omissions are to be brought to the attention of Douglas & King prior to construction.
 - Do not scale from this drawing.

APPENDIX 2

PLAN 2

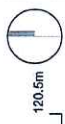
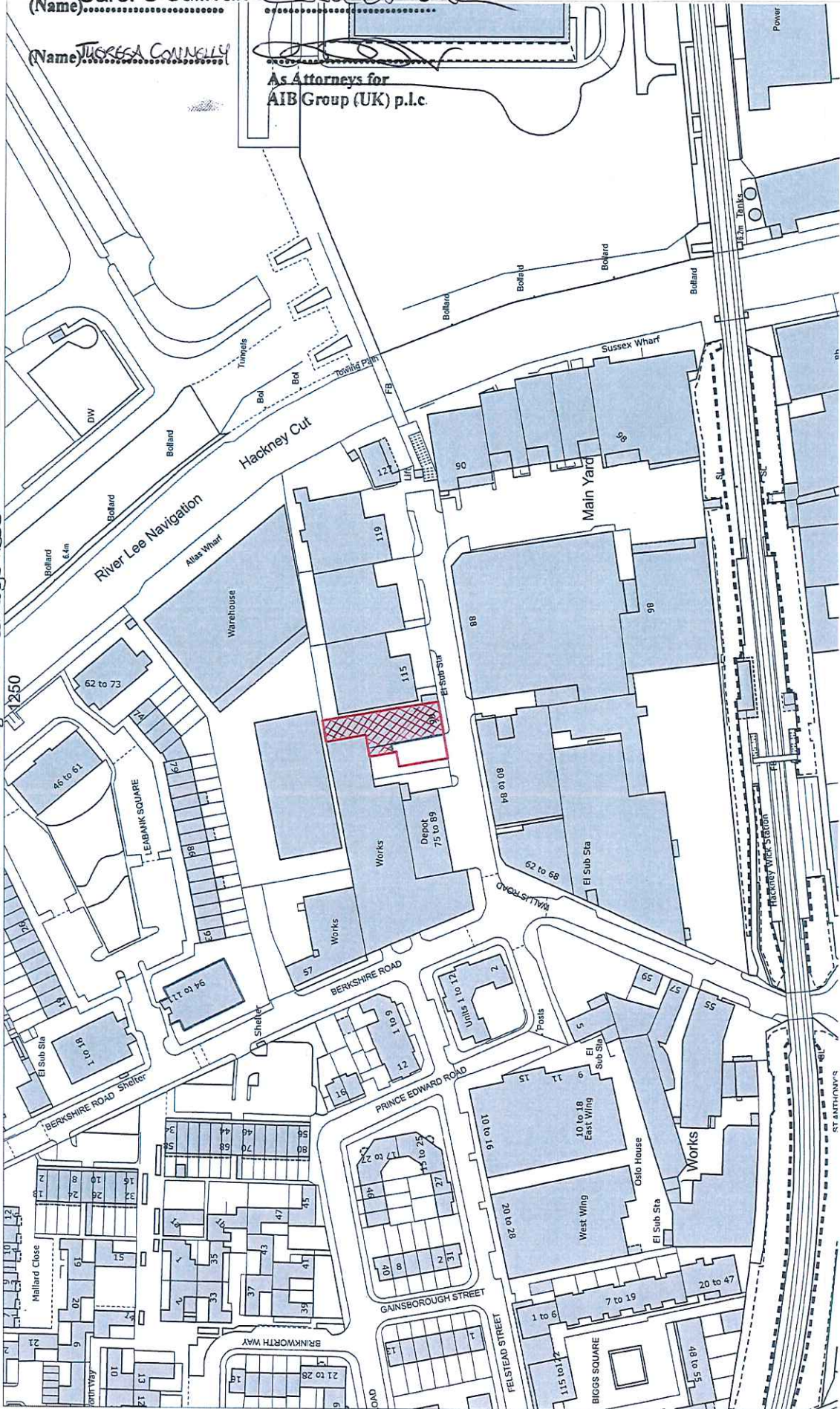
Executed as a deed by AIB Group (UK) p.l.c.
acting by its lawful Attorneys

(Name) Carol O'Sullivan

(Name) JURESA CONNELLY

As Attorneys for
AIB Group (UK) p.l.c.

Plan 2 - Non-Designated Heritage Asset.



- Notes
- Dimensions to be checked on site.
 - All information is to be checked and verified by the contractor and sub-contractors for accuracy and fit.
 - All information is to be checked and verified by the contractor and sub-contractors for accuracy and fit.
 - Discrepancies or omissions to be brought to the attention of Douglas & King prior to construction.
 - Do not scale from this drawing.

Project	69 Mills Road E9 6LN	Drawing title	Proposal: Site Location
Scale	1:1250@A3	Date	December 2015
Client	114-150 Curtain Road London EC1A 3AR t +44 (0)20 7615 1395 www.douglasandking.com	Drawing no.	WAL_01 ga 001
Revision		Project	69 Mills Road E9 6LN
Level		Date	December 2015
Notes		Drawing no.	WAL_01 ga 001
		Client	JURESA CONNELLY 105 Elm Road London N4 1TJ

Douglas and King Architects

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APPENDIX 3

PLAN 3

Executed as a deed by AIB Group (UK) p.l.c.
acting by its lawful Attorneys

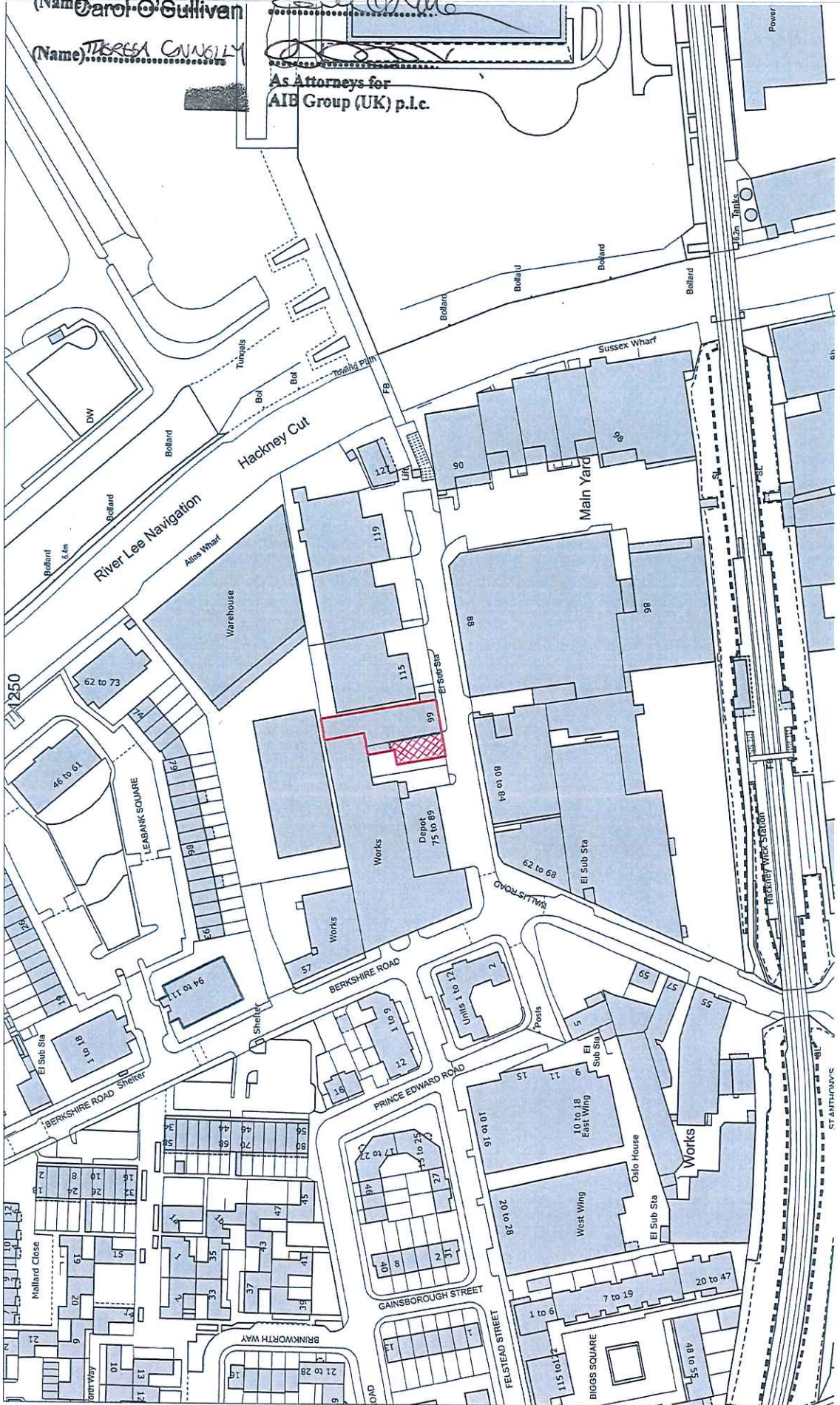
[Handwritten signatures]

(Name) **Carol O'Sullivan**

(Name) **TERESA CUNAGILY**

[Handwritten signature]
As Attorneys for
AIB Group (UK) p.l.c.

Plan 3 - Yard



Project:	99 Walls Road E8 5LN	Proposal:	Site Location
Client:	DAVE MCCANNY/ MCK PROPERTIES LTD OCC E8/8 108 Essex Road COVENTRY CV1 1JF	Drawn by:	WALS_gd_001
Scale:	1:1250@A3	Date:	December 2015
Revision:		PLANNING	

- Note:
- All dimensions to be checked on site.
 - All dimensions are to masonry unless otherwise stated (ie not plaster finish).
 - All information is to be checked and verified by the contractor and sub-contractors for accuracy and fit.
 - Discrepancies or omissions to be brought to the attention of Douglas & King prior to construction.
 - Do not scale from this drawing.

Douglas and King Architects

141-150 South Molton Street, London, ECA 6AR
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www.douglasandking.com

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APPENDIX 4

PLAN 4

[Handwritten initials/signatures]

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acting by its lawful Attorneys

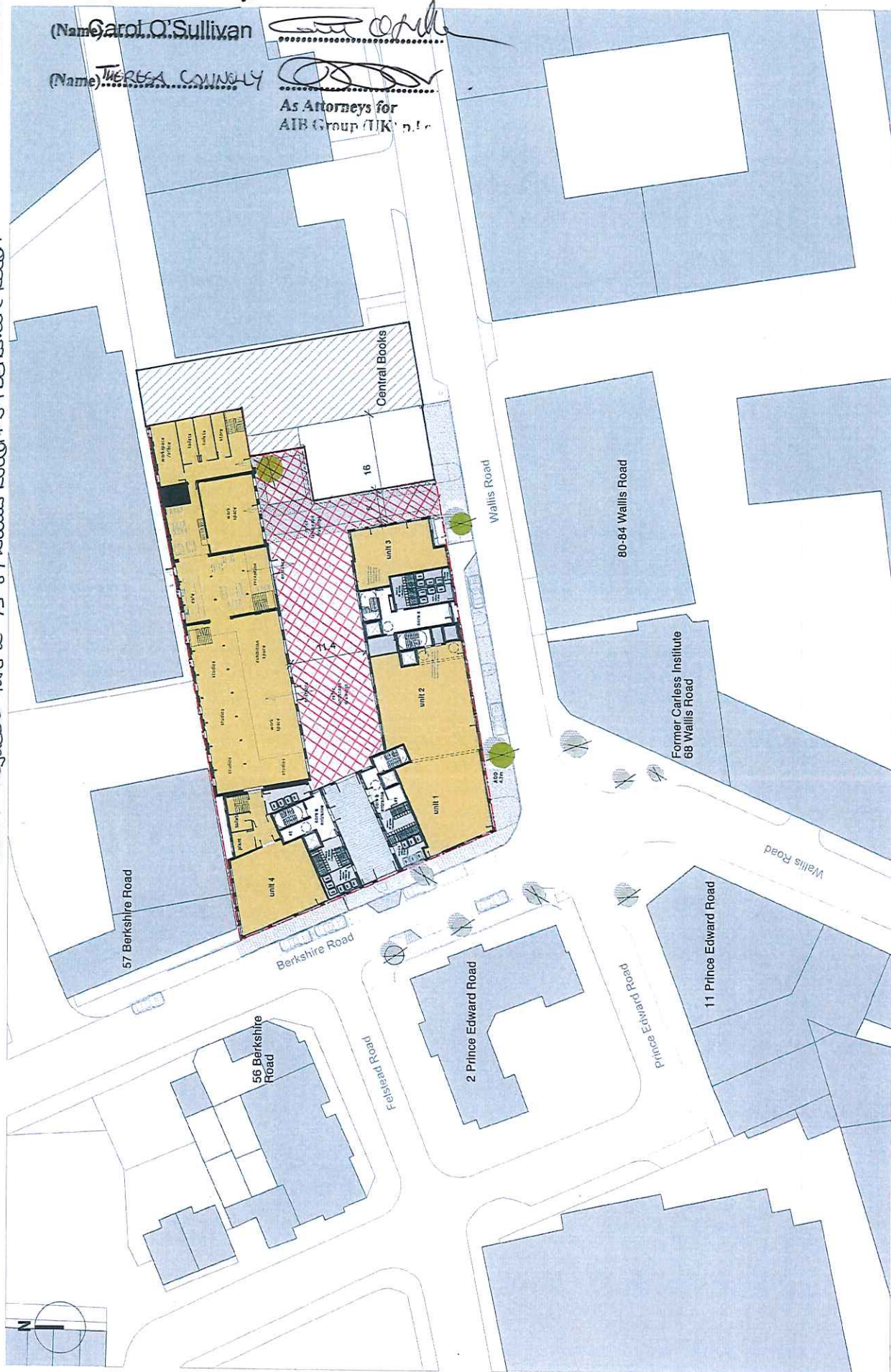
(Name) Carol O'Sullivan *[Signature]*

(Name) TERESA COUNNELLY *[Signature]*

As Attorneys for
AIB Group (UK) p.l.c.

FOR APPROVAL

Plan 4 - Adjacent yard at 75-89 Wallis Road + 59 Berkshire Road.



75-89 WALLIS ROAD and 59 BERKSHIRE ROAD
SITE PLAN - GROUND FLOOR
3280/PL101 - REV B | 1:500@A3 17.11.2015

RevB 17.11.15 Door added to commercial refuse store
The Pump House 19 Hooper Street London E18BU 0207 264 8600 info@stockwool.co.uk © STOCKWOOL



APPENDIX 5
PLANNING PERMISSION



FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Agent

Hackney Wick Properties Ltd, C/O Agent

Diana Thomson
Savills
33 Margaret Street
London
W1G 0JD

Part I - Particulars of Application

Date of Application: 26-Jan-2016

Application No: 16/00003/FUL

Proposal: Application for the change of use from Class B8 Storage and Distribution to a mix of uses including bar/ microbrewery (use Class A4) at ground floor level (24 hours operation) and office floorspace (use Class B1) at first, second and third floors; including external alterations to the façade and installation of plant and extract flues, including a new recessed plant area inserted into the existing roof.

Location: 99 Wallis Road, Hackney, London, E9 5LN

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 this 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 drawings and documents:

- Location Plan (ref: WALs_ga 001);
- Existing Ground Floor (ref: WALs_ex 100);
- Existing First Floor (ref: WALs_ex 101);
- Existing Second Floor (ref: WALs_ex 102);
- Existing Third Floor (ref: WALs_ex 103);
- Existing Under Roof Level (ref: WALs_ex 104);
- Existing Roof Plan (ref: WALs_ex 105);
- Existing Section A-A (ref: WALs_ex 200);
- Existing Section B-B (ref: WALs_ex 201);
- Existing Section C-C (ref: WALs_ex 202);
- Existing Section D-D (ref: WALs_ex 203);
- Existing Section E-E (ref: WALs_ex 204);
- Existing Section F-F (ref: WALs_ex 205);
- Existing Elevation G-G (ref: WALs_ex 300);
- Existing Section H-H (ref: WALs_ex 301);
- Existing Section I-I (ref: WALs_ex 302);
- Existing Section L-L (ref: WALs_ex 303);
- Proposed Ground Floor Plan (ref: WALs_ga100 rev H);
- Proposed First Floor Plan (ref: WALs_ga101 rev G);
- Proposed Second Floor Plan (ref: WALs_ga102 rev F);
- Proposed Third Floor Plan (ref: WALs_ga103 rev F);
- Proposed Under Roof Level (ref: WALs_ga 104);
- Proposed Roof Plan (ref: WALs_ga 105);
- Proposed Elevation A-A (ref: WALs_ga 200);
- Proposed Elevation B-B (ref: WALs_ga 201);
- Proposed Elevation C-C (ref: WALs_ga 202);
- Proposed Elevation D-D (ref: WALs_ga 203 rev D);
- Proposed Elevation E-E (ref: WALs_ga 204);
- Proposed Elevation F-F (ref: WALs_ga 205);
- Proposed Elevation G-G (ref: WALs_ga 300 rev C);
- Proposed Elevation H-H (ref: WALs_ga 301);
- Proposed Elevation I-I (ref: WALs_ga302 rev A);
- Proposed Elevation L-L (ref: WALs_ga 303);
- Planning Statement (dated December 2015);
- Design and Access Statement (dated December 2015);
- Transport Statement (dated May 2016);
- Travel Plan Statement (dated May 2016);
- Refuse Strategy (dated 10th May 2016);
- Vehicular Swept Paths Analysis (ref: 2014-2166-At-103);
- Dispersal Statement (received 2nd June 2016);
- Letter from Paul Daly Venues (received 7th January 2016);
- Letter from Big Sky Acoustics (dated 9th June 2016);
- Noise Assessment (ref: 15120648 dated 17th November 2015);
- Odour Control Statement (received 5th July 2016);
- Outline Scope of Works (P2 dated 21st December 2015);
- BRUKL Output Document (dated 11th December 2015);
- Heritage Statement (dated December 2015);
- Sustainability and Energy Statement (dated December 2015);
- Geoenvironmental Desk Study (ref: XL04003/R1/2 dated December 2015);
- Flood Risk Assessment (ref: XL04003/R2 dated December 2015).

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. 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 at ground floor level (as detailed on the approved Ground Floor Plan (ref: WALs_ga100 rev H)) shall only be used for the purposes specified in the application (being use class A4) and the commercial premises hereby approved at first floor level and above (as detailed on the approved First Floor Plan (ref: WALs_ga101 rev G); Second Floor Plan (ref: WALs_ga102 rev F); and Third Floor Plan (ref: WALs_ga103 rev F)) shall only be used for the purposes specified in the application (being use class B1) with both use classes as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission). The yard space shall only be used for the servicing of the approved employment uses and for no other purpose. Customers/ employees of the approved A4 and B1 uses shall not be permitted to use the yard space as outdoor amenity space or event and/or function use related to the A4 use of the ground floor of the premises without the prior written approval of the Local Planning Authority.

Reason: To ensure a suitable quantum of workspace on the site and in the interests of safeguarding residential amenity.

4. Hours of Operation

The use hereby permitted under Class A4 of the Town and Country Planning (Use Classes) Order 1987 (as amended), shall not be carried on outside the hours of 09:00 to 23:30 Monday to Sunday (including Bank Holidays). The use hereby permitted under Class B1 of the Town and Country Planning (Use Classes) Order 1987 (as amended), shall not be carried on outside the hours of 07:00 to 19:00 Monday to Saturday, and shall not take place on Saturdays or Bank Holidays, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent noise and disturbance.

5. Refuse storage

Before the first occupation of the buildings hereby permitted, the refuse storage arrangements shown on the approved drawing/s shall be provided and made available for use by the occupiers of the buildings 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.

6. 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 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 to ensure all waste arising from the construction works are managed in a sustainable manner and maximising the opportunities to reduce, reuse and recycle waste materials;
- Dealing with complaints and community liaison;
- Attendance as necessary at the LLDC Construction Co-ordination Group
- Details of routes and access for construction traffic; 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 amenities of local residents and occupiers of other buildings are not adversely impacted as a result of works needed to facilitate the construction of the site.

7. Landscaping Plan

Before any above grade work hereby authorised begins, detailed drawings at a scale of 1:50 and/or 1:10 of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings (including surfacing materials of any parking, access, or pathways layouts, materials and edge details and material samples of hard landscaping), shall be submitted to and approved in writing by the Local Planning Authority and the landscaping shall not be carried out otherwise than in accordance with any such approval given. The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs 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. Access arrangements should be provided in accordance with the guidelines contained within the London Legacy Development Corporation Inclusive Design Standards (March 2013) (as amended or superseded).

Reason: In order that the Local Planning Authority may ensure that the design and details are in the interest of the special architectural qualities of the existing building and the public spaces around it.

Pre-commencement Justification: To ensure the development delivers high quality design and in the interest of the special architectural qualities of the existing building and the public spaces around it.

8. Detailed drawings

Prior to commencement of the relevant part of the development 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 commercial unit fronts and entrances): Elevations and sections through units, including details of doors, windows, canopies security shutters and areas for signage; and
- External lighting, in particular to Yard.

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 development will not have an adverse impact on the character of the surrounding area in terms of the appropriateness and suitability of the external materials used.

9. Material samples

The relevant part of the development shall not be commenced until material samples and sample-panels of all external materials (including any hard landscaping materials, mortar and bond, fenestration, plant screening materials and louvres) 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 development will not have an adverse impact on the character of the surrounding Conservation Area or the non-designated heritage building in terms of the appropriateness and suitability of the external materials used.

10. Matching external materials

Notwithstanding the requirements of Conditions 8 and 9, the external materials, including fenestration, used in the carrying out of this permission shall match the original external materials in type, colour, dimensions, and in the case of brickwork, bond and coursing and pointing.

Reason: To ensure that the new works blend in with the existing building in the interest of the design and appearance of the building.

11. Deliveries and Servicing management plan

Prior to occupation of the development, 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 delivery and servicing arrangements are acceptable and will not adversely impact on highway or pedestrian safety.

12. Cycle Storage and facilities- details to be submitted

The development shall not be occupied until details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles and on site changing facilities and showers (for the approved A4 and B1 uses) 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.

13. Renewable energy

The development shall be constructed and operated in accordance with the submitted Sustainability and Energy Statement (dated December 2015), and achieve reductions in regulated CO2 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.

14. 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 'Very Good' 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 the A4 and B1 uses 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.

15. Ventilation

The development shall not be occupied until details of the means of ventilation for the extraction and dispersal of cooking/ brewery smells/fumes, including details of its method of construction, odour control measures, noise levels, its appearance and finish have been submitted to and been approved in writing by the Local Planning Authority. The approved scheme shall be installed before the use hereby permitted commences and thereafter shall be permanently retained.

Reason: These details need careful consideration and formal approval and to safeguard the amenity of adjoining properties and to protect the general environment.

Pre-commencement Justification: To ensure the required ventilation is appropriate and to safeguard the amenity of surrounding properties.

16. Odour Management Plan

The development shall not be occupied until there has been submitted to and approved in writing, by the Local Planning Authority, an Odour Management Plan, setting out cleaning, maintenance and filter replacement policies. The plan should include a written recording system to record and demonstrate when all such work is carried out. The approved odour management plan shall be complied with throughout the duration of the use.

Reason: To safeguard the amenity of nearby premises and the area generally.

Pre-commencement Justification: To protect the amenity of neighbouring occupiers.

17. Noise Sensitive Premises Assessment

No development shall take place until a detailed acoustic report on the existing noise climate at the development site has been submitted to and been approved in writing by the Local Planning Authority.

The report shall include a scheme of noise insulation measures that shall be designed to achieve noise insulation to a standard that nuisance will not be caused to the occupiers of residential accommodation by noise from the following:-

- Business activity in relation to the approved A4 use as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission) (including extract machinery, entertainment and deliveries) at the premises.

The noise assessment shall be carried out by a suitably qualified acoustic consultant/engineer to meet planning policy requirements of National Planning Policy Framework, Noise Policy Statement for England and Planning Policy Guidance - Noise, BS4142, 2014 "Methods for rating and assessing industrial and commercial sound" and BS 8233: 2014 "Guidance on sound insulation and noise reduction for buildings".

The approved scheme shall be implemented prior to the commencement of the use and be permanently maintained thereafter.

Reason: In order to safeguard the amenities of nearby occupiers.

Pre-commencement Justification: To ensure that the development will not result in noise disturbance for neighbouring occupiers.

18. Noise from plant and equipment

No development shall take place until an assessment to show that the rating level of any plant & equipment, as part of this development, will be at least 10 dB below the background level depending on the context has been submitted to and been approved in writing by the Local Planning Authority.

The assessment must be carried out by a suitably qualified acoustic consultant/engineer and be in accordance with BS4142 and be in accordance with BS4142 2014 "Methods for rating and assessing industrial and commercial sound".

Reason: In order to safeguard the amenities of adjoining residential occupiers.

Pre-commencement Justification: To ensure that the development will not result in noise disturbance for neighbouring occupiers.

19. Use of Refuse and Recycling facilities

Activities relating to the collection of refuse and recyclables and the tipping of empty bottles into external receptacles shall only take place between 08.00 and 20.00 Monday to Saturday and not at all on Sundays or Bank Holidays.

Reason: To safeguard the amenities of nearby occupiers, car parking, access and highway safety.

20. Artificial Lighting (external)

The development shall not be occupied until a report detailing the lighting scheme and predicted light levels at neighbouring residential properties has been submitted to and been approved in writing by the Local Planning Authority. This will include lighting from the offices/ microbrewery/ bar and any security lighting installed outside the building.

Artificial lighting to the development must conform to requirements to meet the Obtrusive Light Limitations for Exterior Lighting Installations for Environmental Zone – E3 contained within Table 1 of the Institute of Light Engineers Guidance Notes for the Reduction of Obtrusive Lighting, GN01, dated 2011.

Reason: In order to safeguard the amenities of adjoining residential occupiers.

Pre-commencement Justification: To ensure that the development will not result in light pollution or harm the amenity of neighbouring occupiers.

21. Crowd Dispersal Plan

Prior to the approved A4 use (as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission)) commencing a Crowd Dispersal Plan detailing pedestrian routes, access to public transport and taxi pick up/ drop off sites shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approval given and shall remain for as long as the development is occupied.

Reason: In the interests of highway and pedestrian safety.

22. Waste Servicing Strategy

Prior to occupation a Waste Servicing Strategy (WSS) shall be submitted to and approved by the Local Planning Authority. The objectives of the WSS shall be to ensure that all waste arising from the approved development is managed in a sustainable man manner, maximising the opportunities to reduce, reuse and recycle waste materials. The WSS shall also detail the compliance and assurance requirements to be maintained on the Site during the lifetime of the development.

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

Reason: To ensure that the construction of the Development minimises its environmental impacts.

23. Site Specific Remediation Strategy

The Development, including any required remediation work, shall not be commenced until a Site Specific Remediation Strategy (SSRS) has been submitted to and approved by the Local Planning Authority. The SSRS shall, as a minimum, identify the number of monitoring points, design of gas/vapour wells, the frequency and duration of monitoring and soil vapour sampling and testing. It shall also contain appropriate-source-pathway receptor risk assessment using CLEA (Contaminated Land Exposure Assessment) methodology or equivalent national guidance, detailed quantitative contamination risk analysis and also details of the precise location of Remediation and other relevant Mitigation Works proposed, including material movements and quantities, licensing and regulatory liaison, health, safety and environmental controls, controls on the quality of imported materials and any validation requirements. Details of any Residual Remediation Matters and works in unremediated land must also be detailed. Within 12 weeks of remediation commencing, any additional site investigations undertaken, not detailed in the IIMS, are to be reported in the relevant SSRS or RMS with a full review and update of the outline conceptual site model.

Reason: To ensure that all Remediation Works are properly carried out.

Pre-commencement justification: Submission required prior to commencement to enable that the Local Planning Authority to ensure that the impact of the development is appropriately mitigated.

24. Remediation validation

A comprehensive Verification Report of the Remediation (covering protection of human health, controlled waters and the environment) as detailed in the Site Specific Remediation Strategy and other Mitigation Works, including installed protective measures necessary to prevent gaseous/ vapours ingress into buildings or structures, must be submitted to the Local Planning Authority for approval within one month of completion of the works.

Reason: To ensure that all Remediation Works are properly carried out.

25. 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.

26. Flood risk

The development must be carried out in accordance with the following mitigation and resilience measures detailed in the approved Flood Risk Assessment (FRA) 'Flood Risk Assessment, ref: XL04003/R2 dated December 2015' and the proposed Sustainable Urban Drainage (SUDs) measures detailed within the FRA.

Reason: To ensure that the proposed development is adequately protected from

INFORMATIVES:

1. Parking Permit Restrictions

The applicant is reminded that tenants of the approved scheme shall not apply for or obtain an on-street parking permit to park a vehicle on public highways at any time during the life of the Development unless otherwise agreed by the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970.

2. Use of External Areas

The applicant is advised that any other use of external areas which deviates from those specified under condition 4 will require permission in writing from the Local Planning Authority. Likewise, any external furniture, such as tables and chairs, is not permitted.

3. Positive and Proactive 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 (as amended), 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: **XX-Dec-2016**

A Hollingsworth

Anthony Hollingsworth

Director of Planning Policy and Decisions
London Legacy Development Corporation

DRAFT

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

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

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

Purchase Notice

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