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DATED 20 ^{September} ~~AUGUST~~ 2022

(1) LONDON LEGACY DEVELOPMENT CORPORATION


(2) BRITISH OVERSEAS BANK NOMINEES LIMITED
AND W.G.T.C NOMINEES LIMITED

(3) THE LONDON BOROUGH OF NEWHAM

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990 and all other powers enabling
relating to 2 Jubilee House and Broadway House,
Farthingale Walk, Stratford, London E15 1AW



Pinsent Masons

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DATED 20th SEPTEMBER ^{⊕N}
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THIS PLANNING OBLIGATION BY AGREEMENT is made on 20 ^{September} ~~August~~ 2022

AMONG:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) **BRITISH OVERSEAS BANK NOMINEES LIMITED** whose company number is 00220905 and **W.G.T.C. NOMINEES LIMITED** whose company number is 1255218 both of registered office at 250 Bishopsgate, London, England EC2M 4AA in their capacity as nominees for and on behalf of NatWest Trustee and Depositary Services Limited as depositary (and not otherwise) of the Schroder UK Real Estate Fund (the "First Owner"); and
- (3) **THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London E16 2QU (the "Second Owner").

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 First Owner has a freehold interest in part of the Site registered at the Land Registry with Title Number EGL263083 relating to part of the Site and enters into the obligations in Schedule 1-Schedule 14 in Part A of this Agreement in relation to Phase 1 of the Development.
- (C) The Second Owner has a freehold interest in part of the Site registered at the Land Registry with Title Number NGL90824 relating to part of the Site and enters into the Obligations in Schedule 15 in Part B of this Agreement in relation to Phase 1A of the Development and covenants in relation to Schedule 15 only.
- (D) The Planning Application was validated by the LPA on 13 October 2021.
- (E) On 24 May 2022 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.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATIONS

- 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
"Academic Year"	means the academic year of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers

THIS PLANNING OBLIGATION BY AGREEMENT is made on 20th September ~~August~~ 2022 

AMONG:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
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- (C) The Second Owner has a freehold interest in part of the Site registered at the Land Registry with Title Number NGL90824 relating to part of the Site and enters into the Obligations in Schedule 15 in Part B of this Agreement in relation to Phase 1A of the Development and covenants in relation to Schedule 15 only.
- (D) The Planning Application was validated by the LPA on 13 October 2021.
- (E) On 24 May 2022 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.
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AMONG:-

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- (3) **THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London E16 2QU (the "**Second Owner**").

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 First Owner has a freehold interest in part of the Site registered at the Land Registry with Title Number EGL263083 relating to part of the Site and enters into the obligations in Schedule 1-Schedule 14 in Part A of this Agreement in relation to Phase 1 of the Development.
- (C) The Second Owner has a freehold interest in part of the Site registered at the Land Registry with Title Number NGL90824 relating to part of the Site and enters into the Obligations in Schedule 15 in Part B of this Agreement in relation to Phase 1A of the Development and covenants in relation to Schedule 15 only.
- (D) The Planning Application was validated by the LPA on 13 October 2021.
- (E) On 24 May 2022 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.

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1. DEFINITIONS AND INTERPRETATIONS

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"Agreement"	means this agreement 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
"Anticipated Substantial Implementation Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented
"Building"	means a building comprised in the Development
"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
"Completed"	means 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" and "Complying" shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"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's Area"	means the administrative area of the Second Owner
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"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 relevant Parties in respect of any matter contained in or arising from or relating to this Agreement or the relevant Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Event of Force Majeure"	means any circumstance not within the Owner's reasonable control including:- <ul style="list-style-type: none"> (a) acts of God, flood, drought, earthquake or other natural disaster (b) epidemic or pandemic

- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo
- (d) nuclear, chemical, or biological contamination or sonic boom
- (e) collapse of buildings, fire, explosion or accident
- (f) any labour or trade dispute, strikes, industrial action or blockade
- (g) any third party (which for the avoidance of doubt can include the LPA) unreasonably withholding or delaying the grant or issue of any consent or other authorisation required to carry out the Development
- (h) non-performance by or insolvency on the part of suppliers, the main contractor or subcontractors and
- (i) a prolonged interruption or failure of utility service

"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or the relevant part thereof as provided for in this Agreement and "First Occupy" shall be construed accordingly
"Fit Out Works"	means works comprised in the Development beyond Shell and Core
"Higher Education Institution"	means an education institution recognised by The Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education or such other education institution as shall be agreed between the LPA and the Developer from time to time
"Highway Authority"	means the Council and/or TfL or their successors in function
"Index"	means the All-in Tender Price Index or if the same shall cease to be published or if the LPA in its discretion considers more appropriate, such alternative index agreed by the LPA and the Developer
"Indexed"	means in relation to a sum that it is to be increased in accordance with Clauses 14.2 and 14.3
"Initial Wheelchair Accessible Units"	means the 5% of Student Accommodation Units which are constructed as Wheelchair Accessible Units pursuant to Conditions 49 and 50 of the Planning Permission
"Initial Wheelchair Adaptable Units"	means the 5% of Student Accommodation Units (in addition to the Initial Wheelchair Accessible Units) which are constructed and fitted out to a specification that makes them easily adaptable (within not more than two weeks) as Wheelchair Accessible Units pursuant to Conditions 49 and 50 of the Planning Permission

"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Occupy" "Occupied" 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
"Owner"	means the First Owner
"Parties"	means the parties to this Agreement and the word "Party" shall mean any one of them
"Phase 1 of the Development"	means the part of the Development shown edged red on Plan 2 - Proposed Phase 1 Plan attached at Appendix 1 of this Agreement
"Phase 1A of the Development"	means the part of the Development shown edged purple on Plan 3 - Proposed Phase 1A Plan attached at Appendix 1 of this Agreement
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 21/00483FUL by the LPA for the demolition of Jubilee House (Class E – Office) and partial demolition of Broadway House (Class F1 – School) and erection of a building up to 36 storeys (plus basement, roof plant and partial mezzanine above ground floor) 32,760m ² (GIA) to provide student accommodation 23,900m ² (GIA) (Sui Generis) and a school 8,815m ² (GIA) (Class F1), with provision of a new eastern access ramp to the Jupp Road Bridge, public realm and associated hard and soft landscaping, car parking and servicing, cycle store, boundary treatments and other associated works
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the draft form of which is attached at Appendix 2
"Preparatory Works"	means the following enabling works:- <ul style="list-style-type: none"> (a) archaeological investigations (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions (c) site clearance (d) the erection of hoardings or other means of enclosure for site security operations (e) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development

	(f)	(so far as is necessary) the creation of temporary access to the Site and
	(g)	(so far as is necessary) the diversion of services
"Private Student Accommodation Units"		means Student Accommodation Units which are not Baseline Affordable Student Accommodation Units (as defined in Schedule 1) or Additional Affordable Student Accommodation Units (as defined in Schedule 2)
"Reasonable Endeavours"		means that it is agreed by the Parties that the relevant Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the relevant Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"Requisite Consents"		means such 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
"School"		means the part of the Development that comprises a school
"School Premises"		means the part of the Development from which the School operates shown edged shown edged red on Plans 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 8J and 8K – School Demise attached at Appendix 1 of this Agreement or such other plan as the LPA may otherwise agree in writing
"Shell and Core"		means constructed to shell and core finish as that expression is understood in the commercial development industry
"Site"		means the land shown edged red on Plan 1 – Application Site Boundary attached at Appendix 1 of this Agreement
"SPD"		means the LPA's supplementary planning document Planning Obligations dated 10 November 2016
"Student Accommodation"		means the 716 Student Accommodation Units to be provided as part of the Development
"Student Accommodation Unit"		means any one studio or single bedroom unit forming part of the Student Accommodation
"Substantial Implementation"		means Commencement of Development has occurred in addition to the following:-
	(a)	the Preparatory Works have been completed and
	(b)	all ground works (including completion of the basement slab and secant pile walling) have been completed

and **"Substantially Implement"** and **"Substantially Implemented"** shall be construed accordingly

- "Superstructure Works"** means the construction of any one or more of the following parts of any Building, after construction of its foundations:-
- (a) frame: load bearing framework
 - (b) upper floors: suspended floors, balconies, walkways and top landings
 - (c) roof: roof structure, roof coverings and roof drainage
 - (d) stairs and ramps: construction of ramps and stairs connecting floors at different levels
 - (e) external walls: construction of all the external enclosing walls
 - (f) windows, doors and openings in external walls
- "TfL"** means Transport for London or its successor in function
- "Utility Undertaker"** means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
- "Working Day"** means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive
- "Wheelchair Accessible Units"** means Student Accommodation Units which are constructed and fitted out to wheelchair accessible standards and comply with sections 4.17 to 4.24 of ADM2 of the Building Regulations 2010 and section 19.2.1.3 of BS8300-2:2018

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) Recital is to a Recital to this Agreement; and
- (e) 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 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, 2.6 and 2.7 references to the Developer in this Agreement include:-
- (a) the First Owner;
 - (b) persons deriving title from the First Owner; and
 - (c) the First 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; and
- 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 three months), within 10 Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the 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 9 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, 2.6 and 2.7:-

2.3.1 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; and

2.3.2 the obligations, covenants and undertakings on the part of the Second Owner in Schedule 15 to 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 Second Owner's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Second Owner are entered into with the intent that they shall be enforceable not only against the Second Owner but also against any successors in title to or assigns of the Second Owner and/or any person claiming through or under the Second Owner 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; or
 - 2.4.2 individual occupiers of the Student Accommodation Units; or
 - 2.4.3 any occupier or tenant of the Development save that the tenant and/or occupier of the School Premises shall be bound by the provisions in Schedule 6 and Schedule 10 of this Agreement insofar as they relate to the School Premises but shall not be bound by any of the other obligations in this Agreement.
- 2.5 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.
- 2.6 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.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part 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.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 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.
- 2.10 Subject to Clause 2.11 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.
- 2.11 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.
- 2.12 The First Owner is entering into this Agreement in their capacity as nominees for and on behalf of NatWest Trustee and Depositary Services Limited ("**NatWest**") and as such any liability on its part pursuant to this Agreement or connected to this Agreement is limited to the assets held by it for the time being as nominees for and on behalf of NatWest.
- 2.13 NatWest act solely in their capacity as depositary of the Schroder UK Real Estate Fund (the "**Fund**") and as such any liability on their part pursuant to this Agreement or connected to this Agreement is limited to the extent that NatWest has recourse to the assets held by them for the time being for the Fund.

2.14 Notwithstanding any provisions of this Agreement neither the First Owner nor NatWest have any obligation to meet any claim or liability under this Agreement or connected to this Agreement except to the extent that they can properly meet this claim or liability out of the assets of the Fund.

2.15 Any limitations referred to above shall not apply in the case of fraud on the part of the First Owner, NatWest or the Fund.

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 2, 4.1.2 to 4.1.4, 6, 9, 11, 13, 16, 17 and 18 and 4.1.1 (but only insofar as it relates to paragraphs 3.3, 5.1, 5.3, 8, 10.1 to 10.3, 11 and 12 of Schedule 5, paragraphs 2.1 and 3 of Schedule 7 and the entirety of Schedule 12) which shall come into effect immediately upon completion of this Agreement.

4. **THE DEVELOPER'S AND THE SECOND OWNER'S COVENANTS WITH THE LPA**

4.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it shall:-

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

4.1.2 not encumber or otherwise deal with its interest 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;

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 and the notice shall confirm and provide evidence that this is the case; and

4.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

4.2 The Second Owner on behalf of itself and its successors in title to the Site covenants with the LPA that it shall:-

4.2.1 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 Second Owner contained in Schedule 15 to this Agreement; and

4.2.2 not encumber or otherwise deal with its interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed on the Second Owner in Schedule 15 to this Agreement are rendered impossible to carry out.

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 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 to 5.4 shall cease to apply in respect of those monies and for the avoidance of doubt this Clause 5.5 shall apply to the Stratford Regional Station Contribution payable by the Developer pursuant to Schedule 5.
- 5.6 Prior to 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.

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

First Owner:-

Address: c/o Schroder Real Estate Investment Management Limited of 1
London Wall Place, London EC2Y 5AU

For the attention of: The Fund Manager of the Schroder UK Real Estate Fund

Second Owner:-

Address: London Borough of Newham, 1000 Dockside Road, London E16 2QU

For the attention of: Giles Clarke – Director of Property, London Borough of Newham

Giles.clarke@newham.gov.uk

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.

7.3 It is hereby agreed by the Parties that the Second Owner shall not be liable for the financial covenants relating to the whole of the Development unless they go into possession of the whole of the Site. For the avoidance of doubt the Second Owner enters into this Agreement to bind its title only and the LPA shall pursue the Developer for any outstanding sums.

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 10 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. DISPUTE RESOLUTION

9.1 One party may by serving notice on the other relevant party or parties to the Dispute (the "Notice") refer a Dispute to an Expert for determination and references to the "Parties" in this clause means the relevant parties to the Dispute.

9.2 The Notice must specify:-

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

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

9.2.3 the proposed Expert.

9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

- 9.4 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.
- 9.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 Working Days from the date of his appointment to act.
- 9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 9.7 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:-
- 9.7.1 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;
- 9.7.2 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;
- 9.7.3 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;
- 9.7.4 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
- 9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

10. **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.

11. **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.

12. **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.

13. **THE LPA'S COSTS**

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

13.1.1 the LPA's reasonable and proper external legal costs incurred in the negotiation and completion of this Agreement; and

13.1.2 the LPA's reasonable and proper 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).

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

14.1 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.

14.2 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 (unless otherwise stated in this Agreement).

14.3 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 the payment or financial contribution was agreed until the date the sum or value falls to be considered or applied.

15. INTEREST

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

16. APPROVALS AND CONSENTS

Where the agreement, approval, consent or expression of satisfaction is required from the LPA under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given in writing.

17. JURISDICTION AND LEGAL EFFECT

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

17.2 The provisions of this Agreement (other than this Clause 17.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

18. 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.

EXECUTED AS A DEED by the parties on the date which first appears in this Agreement.

PART A

SCHEDULE 1

AFFORDABLE STUDENT ACCOMMODATION

1. DEFINITIONS

"Affordable Student Accommodation"	means Student Accommodation that is provided at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent pursuant to this Schedule 1
"Affordable Student Accommodation Units"	means any single studio or single bedroom unit forming part of the Affordable Student Accommodation
"Baseline Affordable Student Accommodation Units"	means the 251 Student Accommodation Units to be provided as Affordable Student Accommodation pursuant to paragraph 2.1 of this Schedule
"CPIH"	means the Consumer Prices Index published by the Office for National Statistics or any official publication substituted for it
"London Student Accommodation Affordable Rent"	means the maximum annual rent cost (inclusive of service charges, utilities and estate charges) for affordable purpose-built student accommodation published annually by the Greater London Authority in the Mayor's Annual Monitoring Report
"Perpetuity"	means a minimum term of one hundred and 25 years from the date of First Occupation of an Affordable Student Accommodation Unit or the lifetime of the Development if shorter

2. MINIMUM AFFORDABLE STUDENT ACCOMMODATION UNITS

- 2.1 Not less than 251 Student Accommodation Units shall be provided as Affordable Student Accommodation Units.
- 2.2 The Developer shall not carry out any Fit Out Works to the Student Accommodation until details of the locations of the Baseline Affordable Student Accommodation Units (including 1:50 floor plans of the proposed units) have been submitted to and approved in writing by the LPA and thereafter the Baseline Affordable Student Accommodation Units shall be provided in Perpetuity in the approved locations unless alternative locations are agreed from time to time by the LPA in writing.
- 2.3 The Developer shall ensure that the design, construction and layout of the Affordable Student Accommodation Units are the equivalent of and shall be indistinguishable from the Private Student Accommodation Units.
- 2.4 None of the Private Student Accommodation Units shall be Occupied until:-
- 2.4.1 the Affordable Student Accommodation Units are Completed and made ready for Occupation; and
- 2.4.2 the Developer has complied with paragraph 2.2 of Schedule 3.

3. AFFORDABLE RENTS

- 3.1 Subject to paragraphs 3.2 and 3.3 of this Schedule, the rent charges (inclusive of service charges, utilities and estate charges) for the letting of any Affordable Student Accommodation Units shall not exceed the London Student Accommodation Affordable Rent applicable at the time.

3.2 For so long as the London Student Accommodation Affordable Rent is published annually, the Developer shall once every three years from the date of the First Occupation of the Student Accommodation submit to the LPA for their approval a report detailing:-

3.2.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and

3.2.2 whether the current rent charges (together with any annual increases pursuant to paragraph 3.1 of this Schedule) require recalibration to reflect the most recently published London Student Accommodation Affordable Rent,

and thereafter the proposed recalibrated rent charges set out in the approved report shall be effective from the beginning of the next Academic Year until the submission of the next report pursuant to this paragraph 3.2.

3.3 If the London Student Accommodation Affordable Rent ceases to be published annually, the Developer shall submit to the LPA for approval a report annually detailing:-

3.3.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and

3.3.2 the proposed rent charges (inclusive of service charges, utilities and estate charges) for the letting of the Affordable Student Accommodation Units for the following Academic Year, which shall not exceed 55% of the maximum income that a new full-time student staying in London and living away from home could receive from the Government's maintenance loan for living costs for that Academic Year,

and thereafter the proposed rent charges set out in the approved report shall be effective from the beginning of the next Academic Year until the submission of the next report pursuant to this paragraph 3.3.

4. **WHEELCHAIR AFFORDABLE STUDENT ACCOMMODATION UNITS**

4.1 The Developer shall:-

4.1.1 provide not less than 5% of the Affordable Student Accommodation Units as Initial Wheelchair Accessible Units; and

4.1.2 provide not less than 5% of the Affordable Student Accommodation Units as Initial Wheelchair Adaptable Units,

in the locations submitted to and approved by the LPA pursuant to paragraph 2.1 of Schedule 3.

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

"Additional Affordable Student Accommodation"

means Affordable Student Accommodation to be provided as part of the Development in addition to the Baseline Affordable Student Accommodation Units pursuant to the terms of this Schedule and which shall be subject to the Affordable Student Accommodation Cap

"Additional Affordable Student Accommodation Unit"

means a single studio or single bedroom unit forming part of the Additional Affordable Student Accommodation

"Additional Affordable Student Accommodation Scheme"

means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review or Development Break Review concludes that Additional Affordable Student Accommodation is capable of being provided within the Development and which:-

- (a) confirms which previously intended Private Student Accommodation Units are to be converted into Additional Affordable Student Accommodation Units
- (b) shows the location, size and internal layout of each Additional Affordable Student Accommodation Unit with reference to plans and drawings approved as part of the Planning Application
- (c) ensures that at least 10% of the Additional Affordable Student Accommodation Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes
- (d) provides an indicative timetable for construction and delivery of the Additional Affordable Student Accommodation Units and
- (e) identifies any Partial Unit Contribution

"Affordable Student Accommodation Cap"

means 50% of the Student Accommodation Units provided as Baseline Affordable Student Accommodation Units and Additional Affordable Student Accommodation Units

"Average Private Student Accommodation Values"

means the average value of Private Student Accommodation Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at open market value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such

disposal or such other relevant transaction which has taken place at Non-Open Market Value

"Build Costs"

means the costs of demolition, construction, external works and assumed contingency allowance in respect of the whole Development supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:-

- (a) agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant
- (b) details of payments made or agreed to be paid in the relevant building contract
- (c) receipted invoices
- (d) costs certified by the Developer's quantity surveyor, costs consultant or agent
- (e) project management costs
- (f) overheads and administration expenses and
- (g) professional, finance, legal and marketing costs

to be assessed by the LPA

"Development Break"

means a continuous period of 12 months or more after the Substantial Implementation Long Stop Date or after the agreement of an Early Stage Review (whichever takes place first) in which no material construction works take place to materially progress the Development

"Development Break Review"

means the upwards only review of the financial viability of the Development at the Planned Resumption Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Student Accommodation can be provided as part of the Development

"Development Break Review Submission"

means the following information to be submitted by the Developer to the LPA on an open book basis:-

- (a) the applicable Development Viability Information
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Student Accommodation can be provided and
- (c) where such written statement confirms that Additional Affordable Student Accommodation can be provided, an Additional Affordable Student Accommodation Scheme

"Development Viability Information"

means the following information:-

- (a) estimated GDV of the Private Student Accommodation Units
- (b) Average Private Student Accommodation Values and
- (c) estimated Build Costs

and including in each case supporting evidence to the LPA's reasonable satisfaction

"Early Stage Review"

means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Student Accommodation can be provided as part of the Development

"Early Stage Review Submission"

means the following information to be submitted by the Developer to the LPA on an open book basis:-

- (a) the applicable Development Viability Information and
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Student Accommodation can be provided and
- (c) where such written statement confirms that Additional Affordable Student Accommodation can be provided, an Additional Affordable Student Accommodation Scheme

"Formula 1"

means the following formula to be applied at any Early Stage Review and/or Development Break Review for determining surplus profit available for Additional Affordable Student Accommodation:-

X = surplus profit available for Additional Affordable Student Accommodation

$$X = ((A - B) - (D - E)) - P$$

A = estimated GDV for the Private Student Accommodation Units at the Review Date as determined at the time of the Viability Review (£)

B = estimated application stage GDV for the Private Student Accommodation Units at the date of the Planning Permission

D = estimated Build Costs at the Review Date as determined at the time of the Viability Review (£)

E = assumed application stage Build Costs at the date of the Planning Permission (£) to be calculated using the following formula: $D \div (F + 1)$

F = percentage change in Build Costs from the date of the Planning Permission to the Review Date with reference to the BCIS All-in Tender Price Index (%)

P = developer profit on change in GDV of the Private Student Accommodation Units (£) to be calculated using the following formula: $(A - B) * Y$ and

Y = 15% (developer profit on gross development value of the Private Student Accommodation Units as determined as part of the Viability Review)

"Formula 2"

means the following formula for determining the amount of Additional Affordable Student Accommodation where the application of Formula 1 identifies a surplus profit:-

X = Additional Affordable Student Accommodation Unit requirement

$X = E \div (A - B)$

A = average value of Private Student Accommodation Unit (£)

B = average value of Affordable Student Accommodation Unit (£) and

E = surplus profit available for Additional Affordable Student Accommodation (as determined applying Formula 1) (£)

"GDV"

means the capitalised open market rental value of the Private Student Accommodation Units based on detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

"Memorandum"

means a memorandum made in accordance with paragraph 7 of this Schedule

"Non-Open Market Value"

means a value below the open market value, for example due to a disposal or other related transaction:-

(a) to a purchaser who is connected in any way to the vendor grantor transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988

(b) which is not an arm's length true value purchase on the usual terms as between a willing vendor grantor transferor or lessor and a willing purchaser and/or

(c) where a transaction artificially reduces the value of a Student Accommodation Unit or Affordable Student Accommodation Unit which may include the following types of transaction:-

(i) transactions between the Developer and subsidiary companies of the Developer

- (ii) transactions between the Developer and its employees
- (iii) transactions involving loans from the Developer
- (iv) transactions involving other forms of deferred consideration
- (v) transactions involving finance deals
- (vi) transactions involving other property not comprised in the Development
- (vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Private Student Accommodation Units or Affordable Student Accommodation Units and
- (viii) transactions involving renting or granting of a licence to occupy a Private Student Accommodation Unit (including for example as private rented sector dwellings or other models)

PROVIDED ALWAYS that where bulk sales of more than one unit are concluded in the ordinary course of business it shall be taken into account that such units are comprised in a bulk sale and that discounts are commonly agreed in bulk sale transactions and they shall not be treated as Non-Open Market Value simply by virtue of the individual unit price being lower than if a comparable unit had been sold individually outside of a bulk sale transaction

"Partial Unit Contribution"	means a financial contribution towards Affordable Student Accommodation in the LPA's administrative area payable where an Early Stage Review or a Development Break Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Student Accommodation Units or cannot deliver a complete number of Additional Affordable Student Accommodation Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2)
"Planned Resumption Date"	means the anticipated date for resuming the Development following a Development Break
"Public Subsidy"	means any funding from the LPA and the Greater London Authority together with any additional public subsidy secured by the Developer to support the delivery of the Development
"Review Date"	means any and all of the Revised Substantial Implementation Date and the Planned Resumption Date
"Revised Substantial Implementation Date"	means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date

"RICS Valuation Standards"	means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published
"Substantial Implementation Long Stop Date"	means the date 24 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission Provided That if there is a challenge to the Planning Permission and/or Event of Force Majeure the Substantial Implementation Long Stop Date shall be extended by a period of time which is commensurate to the period of time commencing on the date the LPA is served with proceedings relating to the challenge and/or the date of commencement of the Event of Force Majeure and ending on the date on which the proceedings relating to the challenge are finally disposed of and/or the Event of Force Majeure ceases to exist
"Viability Reviews"	means any and all of the Early Stage Review and Development Break Review
"Viability Review Submissions"	means any and all of the Early Stage Review Submission and the Development Break Review Submission
"Viability Specialist"	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 8 of this Agreement

2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

2.1 The Developer shall:-

- 2.1.1 the Developer shall notify the LPA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred;
- 2.1.2 the Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation PROVIDED ALWAYS that:-
- (a) the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
 - (b) the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
 - (c) the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative;
- 2.1.3 the LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 2.1 of this Schedule and thereafter provide written confirmation to the Developer within 20 Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation; and

2.1.4 any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 8 of this Agreement.

3. EARLY STAGE REVIEW

3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:-

3.1.1 notify the LPA in writing of the Revised Substantial Implementation Date, and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date;

3.1.2 submit the Early Stage Review Submission to the LPA within 20 Working Days of Revised Substantial Implementation Date (or within such other timescale as may be agreed between the Developer and the LPA in writing); and

3.1.3 not Occupy the Development or any part thereof until the Early Stage Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule.

4. DEVELOPMENT BREAK REVIEW

4.1 The Developer shall notify the LPA in writing of a Development Break, and shall respond in writing to any written request from the LPA to confirm whether a Development Break has occurred.

4.2 Where a Development Break occurs, the Developer shall:-

4.2.1 notify the LPA in writing of the Planned Resumption Date, and subsequently advise the LPA in writing of any change to the Planned Resumption Date;

4.2.2 submit the Development Break Review Submission to the LPA within 20 Working Days of the Planning Resumption Date (or within such other timescale as may be agreed between the Developer and the LPA in writing); and

4.2.3 not Occupy the Development or any part thereof until the Development Break Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule.

5. VIABILITY REVIEWS

5.1 The Developer shall give the LPA not less than 10 Working Days advance written notice of the date on which any Viability Review Submission is intended to be submitted, and no Viability Review Submission shall be submitted until 10 Working Days following the giving of such advance written notice.

5.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Developer:-

5.2.1 its reasonable and properly incurred internal costs (including officer time); and

5.2.2 its reasonable and properly incurred external surveying and legal costs,

incurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.

- 5.3 Upon receipt of a Viability Review Submission:-
- 5.3.1 in the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA (as applicable) has all the information it reasonably requires;
- 5.3.2 the LPA shall confirm in writing to the Developer when it has received a valid and complete Viability Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 5.3.2 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;
- 5.3.3 for a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA both acting reasonably and in good faith may review and seek to reach an agreed position on the matters set out in the Viability Review Submission and where agreed between the parties this may result in revisions to the Viability Review Submission;
- 5.3.4 within 40 Working Days of the Validation Date, the LPA shall confirm in writing that either:-
- (a) it rejects (with reasons) the conclusions of the Viability Review Submission ("**Non-Acceptance Notice**"); or
 - (b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Student Accommodation; or
 - (c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and the Additional Affordable Student Accommodation Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 7 below.
- 5.4 In the event that pursuant to paragraph 5.3 of this Schedule above, the Developer and the LPA have not agreed the Viability Review Submission either Party shall be entitled to refer the matter to the Viability Specialist for determination and each shall use its reasonable endeavours to do so within 20 Working Days 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**".
- 5.5 Unless otherwise agreed between the LPA and the Developer or required by the Viability Specialist each shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Viability Review Submission.
- 5.6 In addition to the matters specified in paragraph 5.5 of this Schedule, in making his determination the Viability Specialist shall have regard to:-
- 5.6.1 all relevant material submitted to him or her by the LPA and the Developer;
 - 5.6.2 such relevant financial, legal, planning or other matters he or she considers relevant using reasonable care and skill and his professional expertise; and
 - 5.6.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Student Accommodation.
- 5.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that, if the Viability Specialist determines that

there is surplus profit to apply towards the provision of Additional Affordable Student Accommodation, his or her decision shall include an Additional Affordable Student Accommodation Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 7 of this Schedule below.

6. DELIVERY OF ANY ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION

6.1 Where it is agreed or determined pursuant to an Early Stage Review or a Development Break Review that Additional Affordable Student Accommodation is required to be provided and/or a Partial Unit Contribution is payable, the Developer shall prior to Occupation of any Private Student Accommodation Unit:-

6.1.1 make any amendments to the Development required to accommodate such Additional Affordable Student Accommodation and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;

6.1.2 provide such Additional Affordable Student Accommodation in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Viability Specialist and make it available for Occupation; and

6.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Student Accommodation Scheme approved by the LPA or determined by the Viability Specialist.

6.2 The Developer shall not Occupy any Private Student Accommodation Units unless and until:-

6.2.1 the requirements of paragraph 6.1 have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and

6.2.2 any Partial Unit Contribution identified in the Additional Affordable Student Accommodation Scheme has been fully paid to the LPA in cleared funds.

7. MEMORANDUM

7.1 Within 15 Working Days of the Acceptance Notice (or the Viability Specialist determining an Additional Affordable Student Accommodation Scheme), the Developer and the LPA shall record the Additional Affordable Student Accommodation Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

7.2 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 Additional Affordable Student Accommodation Scheme by way of a signed Memorandum between the LPA and the Developer dated ".

7.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Student Accommodation Units being provided:-

7.3.1 the number of Additional Affordable Student Accommodation Units shall be included within the definition of Affordable Student Accommodation Units;

7.3.2 the number of Private Student Accommodation Units shall be reduced by the corresponding number of Additional Affordable Student Accommodation Units; and

7.3.3 the obligations in Schedule 1 shall apply to the Additional Affordable Student Accommodation to be provided within the Development and shall be construed such that any reference to "Affordable Student Accommodation Units" shall include the corresponding number of "Additional Affordable Student Accommodation" Units to be provided within the Development.

SCHEDULE 3

STUDENT ACCOMMODATION

1. DEFINITIONS

"Affordable Nominations Agreement"	means a Nominations Agreement in respect all of the Baseline Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units
"Cascade Mechanism"	means the cascade mechanism to be submitted to and approved by the LPA pursuant to paragraph 3.2 of this Schedule
"End User"	means any educational establishments or institutions to be attended by Students
"Growth Boroughs"	means the London Boroughs of Newham, Waltham Forest, Tower Hamlets or Hackney
"Interested Higher Education Institution"	means the Higher Education Institution with whom the Developer has entered into a Nominations Agreement from time to time
"London Student Accommodation Affordable Rent"	shall have the meaning given to it in Schedule 1
"Nominations Agreement"	<p>means a completed and binding agreement or agreements with a Higher Education Institution (in the form of a contract or a lease or a freehold transfer of the relevant parts of the Student Accommodation) that either:-</p> <ul style="list-style-type: none">(a) secures the operation and management of Nominations Units by the Higher Education Institution directly or(b) grants rights to the Higher Education Institution to nominate any of its Students to become Occupants of Nominations Units <p>and in either case in a form that incorporates the cascade provisions in paragraph 3 of this Schedule and in a form that is to the LPA's reasonable satisfaction</p>
"Nominations Units"	<p>means the Student Accommodation Units which are subject to a Nominations Agreement which subject to the provisions of paragraph 2 of this Schedule shall be:-</p> <ul style="list-style-type: none">(a) all of the Baseline Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units and(b) not less than 115 of the Private Student Accommodation Units
"Private Nominations Agreement"	means a Nominations Agreement in respect of not less than 115 of the Private Student Accommodation Units

- "Students"** means students enrolled in a full-time higher education course at a Higher Education Institution and any student linked to the Higher Education Institution and **"Student"** shall be construed accordingly
- "Student Housing Accommodation Provider"** means a recognised and registered provider of student housing accommodation in England which could manage and operate the Student Accommodation as shall be agreed between the LPA, the Council and the Developer from time to time

2. **NOMINATIONS AGREEMENT**

- 2.1 Subject to paragraph 2.7 of this Schedule, the Developer covenants with the LPA to:-
- 2.1.1 enter into an Affordable Nominations Agreement prior to First Occupation of the Student Accommodation; and
- 2.1.2 use Reasonable Endeavours to:-
- (a) enter into a Private Nominations Agreement prior to First Occupation of the Student Accommodation; and
- (b) maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies beyond the minimum 115 Private Student Accommodation Units.
- 2.2 Subject to paragraph 2.7 of this Schedule, the Developer covenants not to First Occupy the Student Accommodation unless and until:-
- 2.2.1 the Developer has entered into an Affordable Nominations Agreement and provided evidence of the same to the LPA's satisfaction; and
- 2.2.2 the Developer has either:-
- (a) entered into a Private Nominations Agreement and provided evidence of the same to the LPA's satisfaction; or
- (b) used Reasonable Endeavours to enter into a Private Nominations Agreement and maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies and provided the LPA with satisfactory evidence of the use of such Reasonable Endeavours and the reasons for having failed to enter into a Private Nominations Agreement.
- 2.3 Where paragraph 2.2.2(b) of this Schedule applies and the LPA has confirmed in writing that it is satisfied the Developer has used Reasonable Endeavours to enter into a Private Nominations Agreement, it is hereby agreed that the Developer may Occupy the Private Student Accommodation in the absence of a Private Nominations Agreement subject to compliance with the following obligations:-
- 2.3.1 the Developer shall continue to use its Reasonable Endeavours to enter into a Private Nominations Agreement;
- 2.3.2 until such time as a Private Nominations Agreement is completed the Developer shall let not less than 115 Private Student Accommodation Units on the open market to Students at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent; and
- 2.3.3 the Developer shall report to the LPA in writing every three months with such information as the LPA reasonably requests to enable the LPA to determine whether the Developer's obligations in paragraphs 2.3.1 and 2.3.2 of this Schedule above are being Complied with.

- 2.4 Subject to paragraph 2.7 of this Schedule, the Developer covenants with the LPA to maintain an Affordable Nominations Agreement for the lifetime of the Development and not to permit Occupation of the Student Accommodation without a binding Affordable Nominations Agreement in place.
- 2.5 Subject to paragraphs 2.3 and 2.7 of this Schedule above, if at any time during the lifetime of the Development there is no Private Nominations Agreement in full force and effect, it is hereby agreed that the Developer may Occupy the Student Accommodation in the absence of a Private Nominations Agreement subject to compliance by the Developer with the obligations in paragraphs 2.3.1 to 2.3.3 of this Schedule above.
- 2.6 The Developer covenants with the LPA to notify the LPA in writing upon:-
- 2.6.1 the expiry or termination of a Nominations Agreement; and
- 2.6.2 the completion of any new Nominations Agreement, such notice to include a copy of the completed Nominations Agreement.
- 2.7 In circumstances where all of the Student Accommodation has been Completed and is ready for Occupation part way through an Academic Year and the Developer has not entered into an Affordable Nominations Agreement and a Private Nominations Agreement at that point the Developer may Occupy the Student Accommodation for the remainder of that Academic Year PROVIDED THAT not less than 366 Student Accommodation Units are let on the open market to Students at a rental cost for the remainder of that Academic Year equal to or below the London Student Accommodation Affordable Rent and for the avoidance of doubt the obligations in paragraphs 2.1 to 2.6 of this Schedule apply from the start of the next Academic Year onwards (and only from that point) and the Student Accommodation cannot be Occupied unless in compliance with those paragraphs

3. OCCUPATION OF STUDENT ACCOMMODATION DURING ACADEMIC YEAR

- 3.1 The Developer covenants that during the Academic Year the Student Accommodation shall:-
- 3.1.1 only be offered for Occupation to the following Students and in the following order of priority (from highest to lowest):-
- (a) to Students enrolled at the Interested Higher Education Institution;
- (b) to Students enrolled at Higher Education Institutions based in LLDC's administrative area;
- (c) to Students enrolled at Higher Education Institutions based in the Growth Boroughs; and
- (d) any other Students enrolled at Higher Education Institutions;
- 3.1.2 be offered in accordance the approved Cascade Mechanism.
- 3.2 No works comprised in the Student Accommodation beyond the Superstructure Works shall be carried out until the Developer has submitted and obtained the LPA's approval to a cascade mechanism which shall set out the following details:-
- 3.2.1 the Reasonable Endeavours that must be used to secure Occupation of the Student Accommodation by Students enrolled at the Interested Higher Education Institution, including the duration of the offer period (the "**First Offer Period**"), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students;
- 3.2.2 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in LLDC's administrative area, including the duration of the offer period (the "**Second Offer**")

Period") (which must be sequential to the First Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students; and

3.2.3 the Reasonable Endeavours that must thereafter be used to secure Occupation of the Student Accommodation by Students enrolled at Higher Education Institutions based in the Growth Boroughs, including the duration of the offer period (the "**Third Offer Period**") (which must be sequential to the Second Offer Period), the minimum number of Student Accommodation Units to be offered and the evidence that must be submitted to the LPA as evidence that such Reasonable Endeavours have been used but that the Student Accommodation is not fully utilised by those Students.

3.3 The Developer shall implement the approved Cascade Mechanism during the lifetime of the Development.

4. **OCCUPATION OF STUDENT ACCOMMODATION OUTSIDE ACADEMIC YEAR**

4.1 Subject to paragraph 5 of this Schedule 3 the Developer shall actively market the Student Accommodation (and use Reasonable Endeavours to secure its Occupation) outside the Academic Year:-

4.1.1 to any Student enrolled on a recognised educational course or placement;

4.1.2 as temporary accommodation for uses related to an End User educational and conference operations including the housing of temporary "summer school" students;

4.1.3 as temporary accommodation for users related to a Higher Education Institution including academics, postgraduates or lecturers;

4.1.4 any delegates of an End User;

4.1.5 temporary uses expressly identified in paragraph 4.15.13 of the supporting text to policy H15 of the London Plan 2021 (or any replacement text in a replacement London Plan); or

4.1.6 such other class of user as agreed with the LPA in writing, at an equivalent daily rate to that charged to Students of Private Student Accommodation Units and Affordable Student Accommodation Units (as appropriate).

5. **STUDENT ACCOMMODATION (GENERAL PROVISIONS)**

5.1 The Developer covenants with the LPA as follows:-

5.1.1 to ensure that the temporary Occupation of Student Accommodation outside the Academic Year pursuant to paragraph 4.1 of this Schedule 3 shall not:-

(a) result in a material change of use of the Student Accommodation for the purposes of section 55 of the 1990 Act; or

(b) disrupt the Occupation of the Student Accommodation during the Academic Year pursuant to paragraph 3 of this Schedule 3;

5.1.2 to ensure that each Student Accommodation Unit is used at all times as a single planning unit;

5.1.3 to ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as student accommodation;

5.1.4 that no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling unit not forming part of the single planning unit; and

5.1.5 that no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions in this Schedule 3.

SCHEDULE 4

WHEELCHAIR STUDENT ACCOMMODATION

1. DEFINITIONS

"Additional Wheelchair Accessible Units"	means Initial Wheelchair Adaptable Units which are adapted to Wheelchair Accessible Units
"Wheelchair Unit Monitoring"	means the monitoring of demand for and occupation of the Wheelchair Accessible Units (including but not limited to the Initial Wheelchair Accessible Units) by Students with accessibility needs which shall as a minimum include the following:- <ol style="list-style-type: none">including questions about accessibility needs on enquiry and booking forms for Student Accommodation Unitsrecording enquiries from Students with accessibility needs made for Student Accommodation Units and logging the outcome of each inquiry including whether a Wheelchair Accessible Unit was available and/or offeredrecording the occupation of Wheelchair Accessible Units andkeeping a waiting list of Students with accessibility needs who have expressed an interest in Wheelchair Accessible Units
"Wheelchair Unit Monitoring Period"	means the date commencing six months prior to First Occupation of the Student Accommodation and ending on the date on which 10% of the Student Accommodation is provided as Wheelchair Accessible Units
"Wheelchair Unit Monitoring Report"	means a report submitted at the end of a Wheelchair Unit Report Period setting out the data and information gathered as part of the Wheelchair Unit Monitoring during that period and such report shall be in a form previously agreed in writing with the LPA and shall include the following:- <ol style="list-style-type: none">the quantum of Wheelchair Accessible Units at the start of the Wheelchair Unit Report Periodthe quantum of Additional Wheelchair Accessible Units converted during the Wheelchair Unit Report Period (if any)the number of Wheelchair Accessible Units Occupied by Students with accessibility needs during the Wheelchair Unit Report Perioda register of enquiries for Student Accommodation by Students with accessibility needs and whether a Wheelchair Accessible Unit was available and/or offered

- (e) the details of any waiting list of Students with accessibility needs for Wheelchair Accessible Units and
- (f) a conclusion on whether there is unmet demand for Wheelchair Accessible Units and, if so, the quantum of Initial Wheelchair Adaptable Units that will be converted to Additional Wheelchair Accessible Units to meet that demand

"Wheelchair Unit Report Period" means:-

- (a) initially the period of six months commencing on the date which is six months prior to First Occupation of the Student Accommodation and ending on the date of First Occupation of the Student Accommodation; and thereafter and
- (b) each period of 12 months on a rolling basis until the end of the Wheelchair Unit Monitoring Period

2. LOCATION OF WHEELCHAIR ACCESSIBLE UNITS AND WHEELCHAIR ADAPTABLE UNITS

- 2.1 The Developer shall not carry out any Fit Out Works to the Student Accommodation until details of the locations of the Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units (including 1:50 floor plans of the proposed units and plans identifying the locations of those Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units to be provided as Affordable Student Accommodation Units) have been submitted to and approved in writing by the LPA.
- 2.2 The Developer shall provide the Initial Wheelchair Accessible Units and Initial Wheelchair Adaptable Units in the locations approved by the LPA pursuant to paragraph 2.1 of this Schedule.

3. MARKETING OF WHEELCHAIR ACCESSIBLE UNITS

3.1 For each letting of a Wheelchair Accessible Unit, the Developer shall:-

- 3.1.1 actively market the Wheelchair Accessible Unit to Students with accessibility needs for a period of not less than nine months prior to commencement of the first Academic Year during which all the Student Accommodation will be Completed and ready for Occupation, and thereafter on a rolling basis as the Wheelchair Accessible Unit becomes vacant; and
- 3.1.2 use Reasonable Endeavours for a period of not less than three months to grant a tenancy for the Wheelchair Accessible Unit to a Student with accessibility needs,

PROVIDED THAT in the event that despite active marketing and using Reasonable Endeavours a tenancy has not been granted to a Student with accessibility needs by the end of such three month period the Developer shall be entitled to market and let that unit to any Student (subject always to compliance with Schedule 2).

3.2 If, following active marketing, a tenancy of a Wheelchair Accessible Unit is not granted to a Student with accessibility needs, the Developer shall:-

- 3.2.1 report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 3.1.1 and 3.1.2 of this Schedule); and
- 3.2.2 if the LPA requests, meet with the LPA to discuss a strategy for the future marketing of the Wheelchair Accessible Units and thereafter the Developer's obligation to use of Reasonable Endeavours pursuant to paragraph 3.1.2 of this Schedule shall be construed

to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to this paragraph.

4. **MONITORING OF DEMAND FOR AND OCCUPATION OF WHEELCHAIR ACCESSIBLE UNITS**

4.1 The Developer shall carry out the Wheelchair Unit Monitoring during the Wheelchair Unit Monitoring Period.

4.2 Without prejudice to paragraph 4.4 of this Schedule, if during the Wheelchair Unit Monitoring Period there is a waiting list for Wheelchair Accessible Units the Developer shall use Reasonable Endeavours to convert an appropriate quantum of unlet Initial Wheelchair Adaptable Units to Additional Wheelchair Accessible Units to meet that demand.

4.3 During the Wheelchair Unit Monitoring Period the Developer shall prepare and submit to the LPA for approval a Wheelchair Unit Monitoring Report by no later than five Working Days after the end of each Wheelchair Unit Report Period.

4.4 If any approved Wheelchair Unit Monitoring Report concludes that there is unmet demand for Wheelchair Accessible Units, the Developer shall within two weeks of the LPA's approval of the relevant Wheelchair Unit Monitoring Report:-

4.4.1 convert the quantum of Initial Wheelchair Adaptable Units identified in the report to Additional Wheelchair Accessible Units to meet that demand; and

4.4.2 provide evidence to the LPA's satisfaction of the provision of Additional Wheelchair Accessible Units.

SCHEDULE 5

SUSTAINABLE TRANSPORT

1. DEFINITIONS

"Blue Badge Contribution"	means the sum of £25,000 (twenty five thousand pounds) (Indexed) which shall be used by the LPA towards blue badge provision on Station Street or alternatively in the vicinity of the Site as agreed with the Highway Authority
"Construction Impacts Contribution"	means the sum of £50,000 (fifty thousand pounds) (Indexed) which shall be used by the LPA towards the mitigation of the construction impacts of the Development including the provision of safety measures and safety personnel to assist nearby residents and businesses during the construction period
"Existing Cycle Parking Bays"	means the existing cycle parking bays shown on Plan 7 – LBN Highway Works attached at Appendix 1 of this Agreement
"Local Connectivity and Healthy Streets Contribution"	means the sum of £20,000 (twenty thousand pounds) (Indexed) which shall be used by the LPA or TfL towards the improvement of local connectivity, walking and cycling provision in the vicinity of the Site
"Highway Agreement"	means an agreement with the relevant Highway Authority under s.278 and/or s.38 of the Highways Act 1980 in respect of the Stage 1 Highway Works and / or the Stage 2 Highway Works
"Jupp Road Bridge"	means the replacement of the Jupp Road Bridge structure within the area shown blue on Plan 4 – Jupp Road Western Access attached at Appendix 1 of this Agreement
"LLDC Construction Transport Management Group"	means the group responsible for the implementation of the LLDC Construction Transport Management Plan which directs the way in which construction transport is managed, governed and delivered within the LLDC area and controlling the demolition and construction noise and vibration and dust impacts
"LLDC Construction Transport Management Group Contribution"	means the sum of £20,000 (twenty thousand pounds) (Indexed) which shall be used by the LPA towards the monitoring of highway safety and construction works and administration of the LLDC Construction Transport Management Group
"Off Site Public Open Space Works Contribution"	means the sum of £150,000 (one hundred and fifty thousand pounds) (Indexed) which shall be used by the LPA towards public open space works within the Queen Elizabeth Olympic Park
"On Site Blue Badge Car Parking Space"	means the one blue badge car parking space within the Development in the location edged blue on Plan 7- LBN Highway Works attached at Appendix 1 of this Agreement to be made available by the Developer for use by visitors to the Development who are blue badge holders
"Resited Cycle Parking Bays"	means the cycle parking bays to be provided temporarily during the construction of the Development to replace (on a like for like basis) the Existing Cycle Parking Bays

"Stage 1 Highway Works"	means the Jupp Road Bridge Eastern Ramp as indicatively shown on Plan 5 – Jupp Road Bridge Eastern Ramp attached at Appendix 1 of this Agreement
"Stage 2 Highway Works"	means the works to Station Street as indicatively shown on Plan 7 – LBN Highway Works attached at Appendix 1 of this Agreement
"Stratford Regional Station Contribution"	means the sum of £250,000 (two hundred and fifty thousand pounds) (Indexed) which shall be used by the LPA/TfL/Network Rail towards mitigating the impact of additional trips at Stratford Station generated by the Development and studies which support the delivery of mitigation options at the station
"Wayfinding Contribution"	means the sum of £25,000 (twenty five thousand pounds) (Indexed) which shall be used by the LPA or TfL for the improvement of wayfinding
"Western Access"	means a new western access to the Jupp Road Bridge within the area shown edged blue on Plan 4 – Jupp Road Western Access attached at Appendix 1 of this Agreement
"Western Access Contribution"	means the sum of £1,000,000 (one million pounds) (Indexed) which shall be used by the LPA/Council towards securing connection between the Carpenters Estate and Stratford Metropolitan Centre which may include the delivery of the Western Access and/or the Jupp Road Bridge

2. HIGHWAY AGREEMENT

- 2.1 The Stage 1 Highway Works shall be Completed prior to the First Occupation of the Student Accommodation.
- 2.2 The First Occupation of the Student Accommodation must not take place unless the Stage 1 Highways Works have been Completed.
- 2.3 The Stage 2 Highway Works shall be completed not later than six months following the Completion of the Student Accommodation.

3. BLUE BADGE CAR PARKING

- 3.1 The Developer shall:-
 - 3.1.1 prior to First Occupation provide the On Site Blue Badge Car Parking Space; and
 - 3.1.2 not permit First Occupation unless and until the On Site Blue Badge Car Parking Space has been provided,

and the On Site Blue Badge Car Parking Space shall thereafter be maintained for the lifetime of the Development.
- 3.2 The Developer shall use Reasonable Endeavours to agree as part of the Highway Agreement the provision at its own cost of 4 (four) additional blue badge car parking space on the public highway close to the Development or within the Stratford Metropolitan Centre the location of which is to be agreed in writing with the LPA (in consultation with the Highway Authority).

3.3 Where the additional blue badge car parking spaces are not agreed as part of the Highway Agreement:-

3.3.1 the Developer shall pay the Blue Badge Contribution to the LPA prior to the Commencement of Development; and

3.3.2 no Development shall Commence until the Blue Badge Contribution has been paid to the LPA.

4. **RESTRICTION ON ON-STREET PARKING PERMITS**

4.1 The Developer shall procure that:-

4.1.1 no occupier of any Student Accommodation Unit shall apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the lifetime of the Development unless:-

(a) 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; and/or

(b) otherwise agreed with the Highway Authority;

4.1.2 no Student Accommodation Unit shall be Occupied by any person 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.

4.2 The Developer covenants with the LPA that:-

4.2.1 it shall include in each tenancy of a Student Accommodation Unit a covenant on the transferee or tenant (as relevant) that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways in the vicinity of the Development at any time during the lifetime of the Development unless otherwise agreed by the LPA unless such 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;

4.2.2 no Student Accommodation Unit shall be Occupied unless the covenant set out in paragraph 4.2.1 of this Schedule above is contained in the transfer or lease for that unit; and

4.2.3 prior to the Occupation of the Student Accommodation 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.

5. **LLDC CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

5.1 With effect from the date of this Agreement the Developer shall:-

5.1.1 notify the LLDC Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

5.1.2 if invited to attend meetings of the LLDC Construction Transport Management Group, send one or more representatives to such meetings; and

5.1.3 provide such information to the LLDC Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.

5.2 The obligation in paragraph 5.1 of this Schedule shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

5.3 The Developer shall pay the LLDC Construction Transport Management Group Contribution to the LPA prior to the Commencement of Development, and no Development shall Commence until the LLDC Construction Transport Management Group Contribution has been paid to the LPA.

6. **STRATFORD REGIONAL STATION CONTRIBUTION**

The Developer covenants to pay the Stratford Regional Station Contribution to the LPA prior to the carrying out of any works in relation to the Development which comprise a material operation as such term is defined in section 56(4) Town and Country Planning Act 1990 as amended (but excluding the Preparatory Works and works of demolition) and no such material operation shall take place (subject to the aforesaid exclusion) until the Stratford Regional Station Contribution has been paid to the LPA.

7. **OFF SITE PUBLIC OPEN SPACE WORKS**

The Developer shall pay the Off Site Public Open Space Works Contribution to the LPA prior to the Occupation of the Development and no part of the Development shall be Occupied until the Off Site Public Open Space Works Contribution has been paid to the LPA.

8. **CONSTRUCTION IMPACTS CONTRIBUTION**

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

9. **WESTERN ACCESS TO JUPP ROAD BRIDGE**

9.1 Within 12 months of the date of the Agreement the Developer shall submit to the LPA for its determination a planning application(s) to secure the connectivity between the Carpenters Estate and Stratford Metropolitan Centre which may include planning application(s) for either or both the Western Access and Jupp Road Bridge and thereafter the Developer shall use Reasonable Endeavours to secure planning permission under such planning application(s) as soon as reasonably practicable.

9.2 The Developer shall pay the Western Access Contribution to the LPA prior to the Commencement of the Superstructure Works and no Superstructure Works shall Commence until the Western Access Contribution has been paid to the LPA.

9.3 Nothing in this Schedule shall fetter the LPA's discretion in the determination of any planning application(s) submitted under paragraph 9.1 of this Schedule.

10. **EXISTING CYCLE PARKING BAYS**

10.1 Prior to the Commencement of Development the Developer must submit and obtain the LPA's approval of the location of the Resited Cycle Parking Bays.

10.2 The Resited Cycle Parking Bays must be provided at the location approved in accordance with paragraph 10.1 prior to the Commencement of Development and retained thereafter until the Existing Cycle Parking Bays have been reinstated in accordance with paragraph 10.4.

10.3 No Development shall Commence until the Resited Cycle Parking Bays have been provided at the location approved in accordance with paragraph 10.1.

10.4 Prior to First Occupation of the Development, the Developer must reinstate the Existing Cycle Parking Bays (on a like for like basis).

10.5 The First Occupation of the Development must not take place until the Existing Cycle Parking Bays have been reinstated (on a like for like basis).

11. **WAYFINDING CONTRIBUTION**

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

12. **HEALTHY STREETS CONTRIBUTION**

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

SCHEDULE 6
TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the approved Travel Plans
"Monitoring Period"	means:- (a) in relation to the Student Accommodation six months after First Occupation of the Student Accommodation until five years following such First Occupation and (b) in relation to the School Premises six months after First Occupation of the School Premises until five years following such First Occupation
"Sustainable Transport Measures"	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 subject always to the Developer being able to obtain any necessary planning permission and/or third party agreement in relation to delivery of any such infrastructure) 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 relevant travel plans to be submitted to the LPA for approval pursuant to paragraphs 2.1 and 2.3 of this Schedule
"Travel Plan Monitoring"	means monitoring of the approved Travel Plans by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked (b) monitoring of the usage of the car parking which is available for use in the Development and (c) monitoring of the usage of cycle parking facilities by residents of, visitors to, and employees of, the Development
"Travel Plan Monitoring Contribution"	means the sum of £10,000 (ten thousand pounds) (Indexed) which shall be used by the LPA towards the monitoring of the Travel Plans
"Travel Plan Monitoring Officer"	means a person or persons appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plans

"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 or are unlikely to be met) a proposed revision to the Travel Plan for approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

"Travel Plan Review Period" means:-

- (a) in relation to the Student Accommodation initially the period of six months commencing on the First Occupation of a Student Accommodation Unit and thereafter every six months on a rolling basis and
- (b) in relation to the School Premises initially the period of six months commencing on the First Occupation of the School Premises and thereafter annually

2. TRAVEL PLAN

2.1 No later than one year prior to First Occupation of the Student Accommodation the Developer shall:-

- 2.1.1 submit and obtain the LPA's approval to a Travel Plan related to the Student Accommodation; and
- 2.1.2 appoint a Travel Plan Monitoring Officer in respect of the Travel Plan related to the Student Accommodation and notify the LPA of the name and contact details of such officer.

2.2 No part of the Student Accommodation shall be Occupied until the Developer has:-

- 2.2.1 submitted and obtained the LPA's approval to a Travel Plan related to the Student Accommodation; and
- 2.2.2 appointed a Travel Plan Monitoring Officer in respect of the Travel Plan related to the Student Accommodation and notified the LPA of the name and contact details of such officer.

2.3 No later than one year prior to First Occupation of the School Premises the Developer shall:-

- 2.3.1 submit and obtain the LPA's approval to a Travel Plan related to the School-Premises; and
- 2.3.2 appoint a Travel Plan Monitoring Officer in respect of the Travel Plan related to the School Premises and notify the LPA of the name and contact details of such officer.

- 2.4 No part of the School Premises shall be Occupied until the Developer has:-
- 2.4.1 submitted and obtained the LPA's approval to a Travel Plan related to the School Premises; and
 - 2.4.2 appointed a Travel Plan Monitoring Officer in respect of the Travel Plan related to the School Premises and notified the LPA of the name and contact details of such officer.
- 2.5 The Travel Plans submitted pursuant to paragraphs 2.1 and 2.3 of this Schedule shall contain measures, commitments, targets and plans.
- 2.6 The Travel Plans to be submitted pursuant to paragraphs 2.1 and 2.3 of this Schedule shall:-
- 2.6.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
 - 2.6.2 contain clear commitments to measures, including investigation of potential additional measures;
 - 2.6.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA; and
 - 2.6.4 contain measures aimed at:-
 - (a) positively influencing the travel behaviour of residents, employees and other users of the relevant part of 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 relevant part of Development.
- 2.7 The Developer shall implement the approved Travel Plans and any amendments thereto during the lifetime of the Development.
- 2.8 No relevant part of Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.
3. **TRAVEL PLAN MONITORING**
- 3.1 The Travel Plan Monitoring Contribution shall be paid to the LPA as follows:
- 3.1.1 £5,000 (Five Thousand Pounds Stirling) (Indexed) prior to Occupation of the School Premises; and
 - 3.1.2 £5,000 (Five Thousand Pounds Stirling) (Indexed) prior to Occupation of the Student Accommodation.
- 3.2 To monitor the effectiveness of the Travel Plans the Developer shall during the relevant Monitoring Period carry out the Travel Plan Monitoring.

- 3.3 During the relevant 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.
- 3.4 Prior to the submission of a report referred to in paragraph 3.3 the Developer shall agree the structure of that report with the LPA.
- 3.5 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 ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved or are unlikely to be 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.
- 4.2 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.
- 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 or are unlikely to be achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

SCHEDULE 7

EMPLOYMENT AND TRAINING

1. DEFINITIONS

"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 Council's Area – 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
"Relocation Strategy"	means a written strategy identifying how the current (at the date of this Agreement) tenant of Jubilee House will be relocated to suitable premises within the London Boroughs of Newham, Waltham Forest, Hackney or Tower Hamlets

2. LOCAL LABOUR AND LOCAL BUSINESS

- 2.1 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, except those which are vacancies or jobs relating to the School) use reasonable endeavours to ensure that:-
- 2.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
 - 2.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
 - 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the Development;
 - 2.1.4 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;
 - 2.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
 - 2.1.6 the London Living Wage is promoted for all end use jobs at the Development;
 - 2.1.7 work-based learning opportunities are provided at the Development, including not less than four apprenticeship opportunities during construction and operation.

2.2 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors and its tenant(s) and any sub tenants (other than in relation to the School Premises), use reasonable endeavours to ensure that:-

2.2.1 businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;

2.2.2 20% of the value of goods and services procured during the Development are supplied by businesses located within the Council's Area; and

2.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

3. **RELOCATION STRATEGY**

Prior to the Commencement of Development the Developer shall submit and obtain the LPA's approval to the Relocation Strategy and thereafter implement the approved Relocation Strategy prior to the Commencement of Development.

SCHEDULE 8
SUSTAINABILITY

1. DEFINITIONS

- "Carbon Emissions Report"** means a report in respect of the Development setting out:-
- (a) an assessment of the estimated regulated CO2 emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020)
 - (b) whether an On Site reduction of regulated CO2 emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised
 - (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved and
 - (d) if the net zero carbon target is not met On Site (i) the carbon gap and (ii) the calculation of the Carbon Offset Payment payable based on that carbon gap
- "Carbon Offset Payment"** means the sum of £1,162,290 (one million one hundred and sixty two thousand two hundred and ninety pounds)
- "Decarbonisation Measures"** means On Site measures to achieve carbon reductions (beyond those already secured as part of the Planning Permission) equivalent to the carbon savings that would have been achieved if the Development was connected to the District Energy Network
- "Defects Liability Period"** means such period of time following Completion of the School Premises or the Student Accommodation (as applicable) in which a contractor may remedy defects as may be included in the building contract for the School Premises or the Student Accommodation (as applicable)
- "District Energy Network"** means the Queen Elizabeth Olympic Park district energy network
- "Energy Performance Monitoring"** means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators:-
- (a) contextual data relating to the Development's reportable units
 - (b) the energy and fuel imports into each reportable unit including data from national energy grids and (if applicable) district heating connections

(c) the renewable energy generation within the Development to identify how much energy is being generated On Site and where this is used and

(d) building energy storage equipment data

"Energy Performance Monitoring Period" means a period of not less than five years commencing on the date of First Occupation of the Student Accommodation

"Energy Performance Monitoring Report" means a report to be submitted on each anniversary of the date of First Occupation of the Student Accommodation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring

"Future Proofing Measures" means future proofing measures within the Development including but not limited to basement plant space provision for a future plate heat exchanger, heating system tap-offs and identified distribution routes and infrastructure to enable future connection of the Development to the District Energy Network or any alternative Off Site district energy network

"Viable" means that connection to the District Energy Network or Off Site district energy network will not result in occupiers of the Development paying higher heating costs or accepting lower service rents or poorer reliability of service or that connection to the District Energy Network will result in greater CO2 emissions than an alternative system

2. CONNECTION TO ENERGY NETWORK

2.1 The Developer covenants to use Reasonable Endeavours from the Commencement Date until the date of Substantial Implementation to secure:-

2.1.1 the extension of the District Energy Network to the Site; and

2.1.2 (as an alternative in the event that the extension of the District Energy Network to the Site is not secured) the extension of an Off Site district energy network including but not limited to negotiations with the other landowners where any Off Site district energy network is located.

2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's approval to:-

2.2.1 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above; and

2.2.2 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.2 above.

2.3 If the report approved by the LPA pursuant to paragraph 2.2.1 demonstrates that it will be possible and Viable to extend or procure the extension of the District Energy Network to the Site, no Building shall be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a connection to an Off Site district energy network shall have no further effect.

2.4 If the report approved pursuant to paragraph 2.2.1 concludes that it will not be possible or Viable to connect all Buildings to the District Energy Network but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible and Viable to connect all Buildings to an Off Site district energy network, no Building shall be Occupied unless and until it has been connected to the Off Site district energy network.

2.5 Save where the District Energy Network or an Off Site district energy network is extended to the Site:-

2.5.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures and the Decarbonisation Measures;

2.5.2 the Developer shall incorporate the approved Future Proofing Measures and the approved Decarbonisation Measures within the Development; and

2.5.3 no part of the Development shall be Occupied unless and until the Developer has submitted and obtained the LPA's approval to a report demonstrating that the approved Future Proofing Measures and the approved Decarbonisation Measures have been incorporated within the relevant part(s) of the Development.

3. **CARBON OFFSET PAYMENT**

3.1 Prior to commencement of the Superstructure Works, the Developer shall submit and obtain the LPA's approval to the Carbon Emissions Report.

3.2 No works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Emissions Report is approved by the LPA.

3.3 If the approved Carbon Emissions Report identifies that a Carbon Offset Payment is payable:-

3.3.1 the Developer shall pay the Carbon Offset Payment to the LPA prior to commencement of the Superstructure Works; and

3.3.2 no works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Offset Payment has been paid to the LPA.

4. **REDUCTION OF ENERGY DEMAND**

4.1 The Developer shall use Reasonable Endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:-

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

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

4.1.3 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).

5. **BREEAM**

5.1 The Developer shall:-

5.1.1 use Reasonable Endeavours to achieve a BREEAM "Excellent" rating for the Development;

5.1.2 provide a written report to the LPA every six months outlining the steps the Developer has taken and intends to take to satisfy the obligation in paragraph 5.1.1 above; and

5.1.3 within six months of First Occupation of the Student Accommodation notify the LPA in writing whether an "Excellent" rating has been achieved (such notice to be accompanied by an independently verified BREEAM report detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance).

6. **ENERGY PERFORMANCE MONITORING**

- 6.1 Prior to First Occupation of the School Premises or the Student Accommodation respectively, the Developer shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for the School Premises or the Student Accommodation (as applicable) as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform on the GLA's website or any method of submission that may replace this. The Developer should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 6.2 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) of the School Premises or the Student Accommodation (as applicable) and at least for the following four years after that date, the Developer is required to provide accurate and verified annual in-use energy performance data for all relevant indicators for the School Premises or the Student Accommodation (as applicable) as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform on the GLA's website or any method of submission that may replace this. This obligation will be satisfied after the Developer has reported on all relevant indicators for the School Premises or the Student Accommodation (as applicable) included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.
- 6.3 In the event that the 'In-use stage' evidence submitted under paragraph 6.2 shows that the 'As-built stage' performance estimates derived from paragraph 7.1 have not been or are not being met, the Developer should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform or any method of submission that may replace this. An action plan comprising measures identified in paragraph 2 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Developer as soon as reasonably practicable.

SCHEDULE 9

COMMUNITY INVESTMENT PROGRAMME AND FUND

1. DEFINITIONS

"Community Investment Programme"

means a community investment programme that sets out how the local community will benefit from the Development and how the Development will provide opportunities for charities, community groups and social enterprise groups that aim to improve people's quality of life which shall as a minimum include:-

- (a) details of the location, indicative timetables and duration of events and opportunities
- (b) setting up the Jubilee House Community Investment Panel (the "**Panel**") which will meet a minimum of three times per year and which includes key stakeholders and members of the community to input into the strategy and delivery for the allocation of the community investment fund
- (c) commitment to engage with local charities, school, colleges, organisations and the local community to present opportunities/career paths
- (d) commitment to engage with local charities, school, colleges, organisations and the local community during construction to explain/demonstrate the process with links back to the curriculum ie real-life application of skills/understanding in science
- (e) creation of a mentoring, tutoring and co-initiative programme to support young people in the local community
- (f) assist in the creation of a programme of volunteering by the students in the Student Accommodation with local community organisations
- (g) provide opportunities for a training and skills building programme, including summer schools and training events, for the local community to support access to employment
- (h) providing opportunities for work experience at the Development
- (i) the community investment fund will seek to maximise the long term social, environmental and cultural legacy of the scheme and shall be provided with a total funding pot of a minimum of £100,000 (one hundred thousand pounds) by the Developer to be allocated by the Panel to support local environmental, cultural and social value initiatives that benefit the local community. The Panel will be responsible for decision making on the funding allocation to agree timescales and strategic approach to deliver the community benefits and

- (j) details of how the strategy will be monitored and amended if necessary to ensure that a successful community investment programme is delivered

2. COMMUNITY INVESTMENT PROGRAMME

- 2.1 Prior to the First Occupation of the Student Accommodation, the Developer shall submit and obtain the LPA's approval in writing to the Community Investment Programme.
- 2.2 First Occupation of the Student Accommodation must not take place until the Community Investment Programme has been approved in writing by the LPA.
- 2.3 The Developer shall on an annual basis until the date which is five years following First Occupation of the Student Accommodation:-
 - 2.3.1 review the effectiveness of the Community Investment Programme; and
 - 2.3.2 submit to the LPA a report detailing the effectiveness and outputs of the Community Investment Programme and any proposed amendments thereto.
- 2.4 The Developer shall implement the approved Community Investment Programme (as may be amended in accordance with paragraph 2.3.2 of this Schedule) whilst the School Premises are occupied as a School.

SCHEDULE 10

COMMUNITY USE AGREEMENT

1. DEFINITIONS

"Community Use Agreement"

means an agreement with the LPA pursuant to paragraph 2.1 that set out how the local community will benefit from the Development through the use of the School Premises which shall as a minimum include:-

- (a) details of the facilities that will be available for use by the local community including times of availability and costs of hire at a market charge save for use by local community organisations or local charities which shall be at a charge at least 20% below market rate, and the procedure for booking such facilities
- (b) details of a programme for engaging with local groups to advertise the facilities that will be available for use by the local community
- (c) details of any facilities that will be available for use by the local community prior to the Occupation of the School Premises and
- (d) details of how the agreement will be monitored and amended if necessary to ensure that use of the facilities by the local community is maintained

2. COMMUNITY USE AGREEMENT

- 2.1 Prior to the First Occupation of the Development, the Developer shall enter into a Community Use Agreement with the LPA.
- 2.2 First Occupation of the Development must not take place until the Developer has entered into the Community Use Agreement with the LPA.
- 2.3 The Developer shall on an annual basis until the date which is five years from the date on which the Community Use Agreement is entered into:-
 - 2.3.1 review the effectiveness of the Community Use Agreement; and
 - 2.3.2 submit to the LPA a report detailing the effectiveness and outputs of the Community Use Agreement and any proposed amendments thereto.
- 2.4 The Developer shall comply with the Community Use Agreement (as may be amended in accordance with paragraph 2.3.2 of this Schedule) whilst the School Premises are being operated as a School.

SCHEDULE 11

CULTURE AND ART STRATEGY

1. DEFINITIONS

"Culture and Art Strategy" means a culture and public art strategy that sets out how the local community will benefit from the art and culture initiatives arising from the Development which shall as a minimum include:-

- (a) details of the public art to be provided within the Pocket Park including the design, specification, location, timescale for delivery and value which shall not be less than £50,000 (fifty thousand pounds)
- (b) details of the capacity building programme to enable local people to participate, be inspired and learn about the process of delivering public art and
- (c) details of the programme of art and culture events that will take place to celebrate and support the local community including details of the location, indicative timetables, duration of events, opportunities and proposed partnerships with local organisations

"Pocket Park" means the area shaded blue on Plan 6 – Pocket Park attached at Appendix 1 of this Agreement

2. CULTURE AND ART STRATEGY

2.1 Prior to Completion of the Superstructure Works, the Developer shall submit and obtain the LPA's approval to the Culture and Art Strategy.

2.2 No works comprised in the Development beyond the Superstructure Works shall be carried out until the Culture and Art Strategy has been submitted to and approved by the LPA.

2.3 The Developer shall on an annual basis until the date which is five years following First Occupation of the Student Accommodation:-

2.3.1 review the effectiveness of the Culture and Art Strategy; and

2.3.2 submit to the LPA a report detailing the effectiveness and outputs of the Culture and Art Strategy and any proposed amendments thereto.

2.4 The Developer shall implement the approved Culture and Art Strategy (as may be amended in accordance with paragraph 2.3.2 of this Schedule) for the lifetime of the Development.

SCHEDULE 12

DESIGN MONITORING

1. DEFINITIONS

- "Approved Drawings"** means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions
- "Architect"** means Allford Hall Monaghan Morris
- "Design Application"** means one of the following:-
- (a) an application to the LPA for the approval of details pursuant one or more Design Conditions
 - (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings and
 - (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
- "Design Application Report"** means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:-
- (a) report on the compliance of the Design Application with the Approved Drawings
 - (b) commentary in respect of any deviations from the Approved Drawings with reference where applicable to Design Monitoring Reports showing the decision-making process and
 - (c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons
- "Design Conditions"** means Conditions 15, 29, 30, 31, 32, 33, 36, 48, 58, 60, 61 and 62 and **"Design Condition"** means any one of them
- "Design Monitoring Completion Letter"** means a letter (incorporating an executive summary) from the Monitoring Team to include the following:-
- (a) report on the compliance of the completed Development with the Approved Drawings and
 - (b) conclusion stating clearly whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings, giving reasons
- "Design Monitoring Contribution"** means the sum of:-
- (a) £150,000 (one hundred and fifty thousand pounds) (Indexed) where the Trigger Event falls within paragraphs (a), (b), (c) or (d) of the definition of "Trigger Event" and

- (b) £50,000 (fifty thousand pounds) (Indexed) in the event of a Trigger Event falling within paragraph (e) of the definition of "Trigger Event"

to be paid in accordance with paragraph 3.1 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/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

"Design Monitoring Plan"

means a written document identifying the following:-

- (a) the Original Design Principles
- (b) the Design Conditions (including target dates for submission and discharge)
- (c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team
- (d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages)
- (e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA
- (f) key dates and milestones for information release and package reviews
- (g) technical requirements in respect of the information to be submitted to the Monitoring Team for review
- (h) the construction phasing plan
- (i) elements requiring development and resolution
- (j) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors) and
- (k) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

"Design Monitoring Report"

means a desktop report (incorporating an executive summary) by the Monitoring Team on progress against the Design Monitoring Plan during the period covered by the report which shall include as a minimum the following information (to the extent applicable):-

- (a) report on workshops held with overview of conclusions
- (b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA

for review: physical materials; samples; details; design information; sub contractor/ supplier information

- (c) comments and recommendations on Design Applications
- (d) any deviations from the Approved Drawings
- (e) progress of construction of the Development and conformity with Approved Drawings
- (f) status of previous comments and recommendations
- (g) actions and decisions required in the next period
- (h) conclusions and
- (i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan

"Design Team" means the design team instructed by the Developer as set out in the relevant Design Team Statement

"Design Team Statement" means a written statement by the Developer setting out the following information which shall be factually correct at the date the statement is given:-

- (a) the members of the design team retained by the Developer in connection with the Development and their contact details
- (b) the scope of appointment of each member of the design team and
- (c) if applicable identifying any members of the Planning Team no longer retained and the Design Team member(s) taking over their role

"Development" means for the purposes of this Schedule only the On Site 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

"Initial Design Monitoring Workshop" means the workshop to be held pursuant to paragraph 4.2 of this Schedule

"Landscape Architect" means LDA Design

"Monitoring Team" means a team to be appointed pursuant to paragraph 4.5 of this Schedule comprising:-

- (a) the Architect, Landscape Architect and any other consultant(s) from the Planning Team that the LPA considers is integral to monitoring the design quality of the Development and overseeing adherence to the Original Design Principles or
- (b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to

monitor the design quality of the Development and oversee adherence to the Original Design Principles

"Original Design Principles"	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule
"Planning Team"	means the Architect and the Landscape Architect
"RIBA Stage 3"	means RIBA Stage 3 Spatial Coordination as defined by the RIBA Plan of Work
"RIBA Stage 4"	means RIBA Stage 4 Technical Design as defined by the RIBA Plan of Work
"RIBA Stage 5"	means RIBA Stage 5 Manufacturing and Construction as defined by the RIBA Plan of Work
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
"Terminated"	means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and "Termination" shall be construed accordingly
"Trigger Event"	means the occurrence of one of the following events:- <ul style="list-style-type: none">(a) a Design Team Statement submitted pursuant to paragraph 1.1 confirms one or more members of the Planning Team are no longer retained(b) a Design Team Statement submitted pursuant to paragraph 1.2.1 confirms RIBA Stage 3 is being commenced at a time when one or more members of the Planning Team are no longer retained(c) a Design Team Statement submitted pursuant to paragraph 1.2.2 confirms RIBA Stage 4 is being commenced at a time when one or more members of the Planning Team are no longer retained(d) a Design Team Statement submitted pursuant to paragraph 1.2.3 confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 in respect of the entire Development and(e) a Design Team Statement submitted pursuant to paragraph 1.2.4 confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings

PART 1

OPERATIVE PROVISIONS

1. DESIGN TEAM STATEMENT

- 1.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- 1.2 Without prejudice to paragraph 1.1 of this Schedule the Developer shall submit a Design Team Statement to the LPA:-
- 1.2.1 prior to commencement of the preparation of RIBA Stage 3 in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - 1.2.2 prior to commencement of the preparation of RIBA Stage 4 in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - 1.2.3 save where RIBA Stage 4 has been completed in respect of the entire Development, within 10 Working Days of Termination of the appointment of one or more members of the Planning Team; and
 - 1.2.4 prior to commencement of the Development and thereafter every six months during the construction of the Development until its Completion.

2. DESIGN MONITORING CONTRIBUTION

- 2.1 The Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 Working Days of a Trigger Event.
- 2.2 It is hereby acknowledged and agreed that:-
- 2.2.1 there may be more than one Trigger Event;
 - 2.2.2 the relevant Design Monitoring Contribution shall be payable in respect of each Trigger Event; and
 - 2.2.3 notwithstanding paragraph 2.1 of this Schedule in the event that a member of the Planning Team becomes insolvent or is wound up the Developer may appoint an alternative suitably qualified and reputable practice to replace the relevant member of the Planning Team and notify the LPA in writing of such appointment and the LPA shall then acting reasonably confirm in writing whether the Design Monitoring Contribution is payable by reference to the qualifications and reputation of the appointed replacement practice.

3. RESTRICTION ON DEVELOPMENT

- 3.1 No Development shall be Commenced until the Developer has either:-
- 3.1.1 provided evidence to the LPA's reasonable satisfaction that the Planning Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or
 - 3.1.2 paid the relevant Design Monitoring Contribution(s) to the LPA in accordance with paragraph 2 of this Schedule above.
- 3.2 No Development shall be carried out except in strict accordance with the Approved Drawings.

4. **DESIGN MONITORING PROCESS**

4.1 The Parties hereby agree that:-

- 4.1.1 this paragraph 4 shall apply (and shall only apply) following a Trigger Event;
- 4.1.2 the obligations on the LPA in this paragraph 4 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event; and
- 4.1.3 in the event that a member of the Planning Team becomes insolvent or is wound up the Developer may appoint an alternative suitably qualified and reputable practice to replace the relevant member of the Planning Team and notify the LPA in writing of such appointment and the LPA shall then acting reasonably confirm in writing whether the obligations in this paragraph 4 shall apply by reference to the qualifications and reputation of the appointed replacement practice.

4.2 Not more than 20 Working Days following the Trigger Event the Developer and the LPA shall hold an initial workshop to:-

- 4.2.1 discuss and agree how the Original Design Principles will be safeguarded;
- 4.2.2 discuss the appointment of the Monitoring Team;
- 4.2.3 discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and
- 4.2.4 review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 4.4 of this Schedule.

4.3 The following parties shall be invited to attend the Initial Design Monitoring Workshop:-

- 4.3.1 the Design Team;
- 4.3.2 the Planning Team; and
- 4.3.3 (if already appointed and different to the Planning Team) the Monitoring Team.

4.4 The Developer shall prepare and submit a draft Design Monitoring Plan to the LPA not less than 10 Working Days in advance of the Initial Design Monitoring Workshop.

4.5 Not later than 10 Working Days following the Initial Design Monitoring Workshop the LPA shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:-

- 4.5.1 to monitor the design of the Development;
- 4.5.2 to oversee compliance with the Original Design Principles;
- 4.5.3 to oversee compliance with the quality of the Approved Drawings;
- 4.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;
- 4.5.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;
- 4.5.6 to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 4.4 and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 Working Days following the Initial Design Monitoring Workshop;

- 4.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);
- 4.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
- 4.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon Completion of the Development;
- 4.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
- 4.5.11 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
- 4.5.12 to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and
- 4.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions,

and the appointment of the Monitoring Team will incorporate the table set out in Part 3 of this Schedule.

4.6 The Developer shall:-

- 4.6.1 comply with the requirements of the Developer identified in final Design Monitoring Plan; and
- 4.6.2 procure the compliance of the Design Team with the requirements of the Design Team identified Design Monitoring Plan,

including but not limited to attendance at workshops with the Monitoring Team, submission of information to the Monitoring Team for review and facilitating site visits and inspections.

PART 2

ORIGINAL DESIGN PRINCIPLES

Area	Principles, strategies, details & materials to be safeguarded
Building	Detailed drawings including drawings of:- <ul style="list-style-type: none"> • principal features on the facades eg bay studies; • details of each typical envelope / roof type; • detailed brick elements including mortar joint profile; • detailed precast elements including joint profile;

Area	Principles, strategies, details & materials to be safeguarded
	<ul style="list-style-type: none"> • details of glazing and/or curtain walling systems including solid/composite panels, entrance doors and any manifestations; • key junctions/bonds between materials/finishes; • ground floor/mezzanine frontages including entrances, glazing and signage zones, non-typical conditions such as the UKPN substation frontage; • parapets, roof edges, rooftop plant screening, lift over runs; • elevational location of all joints eg structural, movement, panels; • elevational location of all openings in envelope eg ventilation grilles, louvres, flues, bird & bat boxes; • elevational location of all items which are fixed to the façade eg fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes, entry systems, lightning conductors; • head, jamb and sill details, including profiles for typical openings, entrances and other doors to external spaces; • details of key architectural metalwork including balustrades, guarding, screens, gates and gantry; • details of roof terrace including floor finishes; • details of colonnade soffit; • details of external stairs; • junctions with neighbouring buildings / sites; and • external signage details, if applicable, including elevations and sections. <p>Details of materials and products, including finishes, of:-</p> <ul style="list-style-type: none"> • brick and mortar type including mortar joint profile; • precast elements including joint profile and soffit of colonnade; • window / door types (including finishes, glass types and any manifestation); • curtain wall (including finishes, glass types and any manifestation); • all other façade and roof cladding materials; • facing metalwork (eg balustrades, guarding, screens, gates and gantry); • all items which are fixed / integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes); • roof terrace floor finishes; and • samples of the above materials should be provided.

Area	Principles, strategies, details & materials to be safeguarded
Landscape	<p>Detailed drawings including drawings of:-</p> <ul style="list-style-type: none"> • hard + soft landscaping details; • tree planting; • retaining structures; • fixed furniture and seating; • ecology features including SUDs; • interface with highways and any S278 works; and • details of green / brown roof systems. <p>Details of materials and products, including finishes, of:-</p> <ul style="list-style-type: none"> • hard + soft landscaping details/paving.
Sustainability/ M&E (Building Services Engineer)	<ul style="list-style-type: none"> • Sustainability strategy (thermal performance, airtightness, renewables, zero carbon, material use). • Heated/ unheated space & airtightness strategy. • Overheating prevention strategy. • MEP principles and strategies. • RCP plans where these affects external appearance such as the Stratford High Street colonnade. • Elements affecting façade such as vents or lighting.

PART 3

MONITORING TEAM - ACTIONS AND DELIVERABLES

Workstage	Action	Deliverables	Completion Date
<p>Pre RIBA Stage 3/4</p> <p>Significantly before any work developing the detail of the design beyond that which is already consented.</p>	<p>Initial Design Monitoring Workshop</p> <p>Following submission of the Design Team Statement, a workshop meeting should take place between the Developer & LPA and should include discussion about:-</p> <ul style="list-style-type: none"> • Proposed Design Team members / organisations; • Proposed Monitoring Team members / organisations; and 	<p>Draft Design Monitoring Plan (provided by the Developer). For discussion with LLDC LPA.</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>

Workstage	Action	Deliverables	Completion Date
	<ul style="list-style-type: none"> • proposed ways of working between the Monitoring Team and the Design Team. <p>Representatives of the Planning Team should be present for this meeting.</p> <p>A draft Design Monitoring Plan should be available for discussion setting out the principles of how design quality will be safe guarded. It is suggested that key members of the Design Team and the Monitoring Team are present for this discussion.</p>		
<p>At RIBA Stage 3/4 Commencement</p> <p>Immediately prior to design commencing the relevant workstage depending on the nature of the application.</p>	<p>Design Monitoring Plan</p> <p>Design Monitoring Plan to be produced by Monitoring Team & submitted to the LPA for sign off, identifying:-</p> <ul style="list-style-type: none"> • the Original Design Principles; • physical material samples, mock-ups & benchmarks for review & sign off by Monitoring Team/ LPA (including relevant planning conditions); • elements requiring development and resolution; • risk elements (such as those requiring resolution with suppliers / subcontractors); • Scope of Design Monitoring Reports; • plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates & milestones; • identify relevant planning conditions, and target dates for discharge; • frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages); and • information release Schedule and construction phase plan. 	<p>Design Monitoring Plan to be submitted to the LPA prior to start of RIBA Stage 3/4 as applicable.</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>

Workstage	Action	Deliverables	Completion Date
<p>RIBA Stage 3 – 5</p> <p>During the above RIBA Work Stages.</p>	<p>Design Monitoring Reports</p> <p>Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4/5.</p> <p>Monitoring Team to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows:-</p> <ul style="list-style-type: none"> • executive summary; • report on progress against the Design Monitoring Plan; • report on workshops held, with overview of conclusions; • report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub-contractor/ supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period; • provide commentary and recommendations regarding submission of Design Applications by Design Team; • report on any deviations from the Approved Drawings; • report on progress on site, and conformity with design / approved planning documents (during stage 5); • commentary on S73 or 96A applications in the period if applicable; • status of previous comments and recommendations; • actions and decisions required in the next period; and • conclusions. 	<p>Submit Design Monitoring Reports to LPA as supporting information to discharge of each relevant design condition.</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>

Workstage	Action	Deliverables	Completion Date
<p>RIBA Stage 3 – 5</p> <p>During the above RIBA Work Stages.</p>	<p>Design Application Report</p> <p>For each design related condition discharge a supporting report should be provided including:-</p> <ul style="list-style-type: none"> • executive summary; • report on compliance with the Approved Drawings; • for any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process; and • conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition. 	<p>Submit Design Application Report(s) to the LPA.</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>
<p>RIBA Stage 5</p> <p>During the above RIBA Work Stage.</p>	<p>Design Monitoring Sample Reviews & Site Visits</p> <p>Sample reviews: Carry out reviews of samples, mock-ups & benchmarks areas of external envelope and landscaped areas (identified in planning condition & Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the Works. Reviews to be combined with site visits where possible.</p> <p>Site Visits: Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up and benchmark areas. Site inspections prior to relevant condition sign off by the LPA of building elements such as façade brickwork or landscaping.</p>	<p>Monitoring Team to attend site visits with the LPA as requested.</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>
<p>RIBA Stage 6</p> <p>During the above RIBA Work Stage.</p>	<p>Design Monitoring Completion Letter</p> <p>For each design related condition, a supporting letter at completion should be provided including:-</p> <ul style="list-style-type: none"> • executive summary; 	<p>Submit Design Monitoring Completion Letter to the LPA.</p>	<p>Submission: DDMMYY</p> <p>Approval: DDMMYY</p>

Workstage	Action	Deliverables	Completion Date
	<ul style="list-style-type: none"> • report on compliance with the Approved Drawings; • commentary on compliance with the information submitted for discharge of conditions; and • conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings. 		

SCHEDULE 13

ESTATE MANAGEMENT

1. DEFINITIONS

- "Common Areas"** means:-
- (a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within Phase 1 of the Development which are not intended to be adopted by the local highways authority pursuant to its powers under the 1980 Act and
 - (b) all areas within Phase 1 of the Development which are used in common by Occupiers and users of such Buildings
- which are shown on Plan 9 – PAOS Stages attached at Appendix 1 of this Agreement
- "Estate Management Strategy"** means the estate management strategy submitted and approved pursuant to paragraphs 2.1 and 2.2 of this Schedule below for Phase 1 of the Development
- "Publicly Accessible Open Space" or "PAOS"** has the meaning ascribed to it in Schedule 14
- "SUDS Infrastructure"** means any sustainable urban drainage system comprised within Phase 1 of the Development

2. ESTATE MANAGEMENT STRATEGY

- 2.1 The Development shall not be Occupied until an Estate Management Strategy has been submitted to the LPA for approval. The Estate Management Strategy shall set out detailed proposals for the following:-
- 2.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:-
 - (a) the Common Areas;
 - (b) the PAOS; and
 - (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority),including in respect of (a) and (b) above all associated street furniture, lighting, security equipment and drainage;
 - 2.1.2 management and co-ordination of waste collection and recycling within Phase 1 of the Development;
 - 2.1.3 management and co-ordination of the impact of Student move in/move out dates; and
 - 2.1.4 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.
- 2.2 No part of the Development shall be Occupied before the Estate Management Strategy has been approved by the LPA.

2.3 The approved Estate Management Strategy shall be implemented from First Occupation and thereafter for the lifetime of the Development.

SCHEDULE 14

PUBLIC OPEN SPACE DELIVERY AND PHASING

1. DEFINITIONS

"Delivery Plan(s)"	means a detailed plan for the delivery and layout of the PAOS Stages or one or more of the PAOS Stages which shall contain at least the following information:- <ul style="list-style-type: none">(a) the specification of the relevant PAOS Stages and(b) the timing of the construction and delivery of the relevant PAOS Stages
"Permitted Closures"	means temporary closure of any area of PAOS (or part thereof) in the following circumstances:- <ul style="list-style-type: none">(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 carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS(c) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)(d) 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 and(e) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained <p>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</p>
"PAOS Stages"	means PAOS Stage A and PAOS Stage B
"PAOS Stage A"	means the first stage of the northern plaza area of publicly accessible open space as shown on Plan 9 – PAOS Stages attached at Appendix 1 of this Agreement
"PAOS Stage B"	means the second stage of the northern plaza area of publicly accessible open space as shown on Plan 9 – PAOS Stages attached at Appendix 1 of this Agreement
"Publicly Accessible Open Space" or "PAOS"	means the PAOS Stages within Phase 1 of the Development in accordance with the Planning Permission as shown on Plan 9 - PAOS Stages attached at Appendix 1 of this Agreement which shall

be maintained and shall be freely accessible to the general public at all times

2. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE

- 2.1 Prior to Substantial Implementation of Development the Developer shall submit and obtain the LPA's approval of the Delivery Plan(s).
- 2.2 PAOS Stage A shall be Completed in accordance with the approved Delivery Plan(s) prior to the First Occupation of the School Premises.
- 2.3 PAOS Stage B shall be Completed in accordance with the approved Delivery Plan(s) prior to the First Occupation of the Student Accommodation.

3. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE

- 3.1 From the date of Completion of a PAOS Stage (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 PAOS Stage at all times free of charge subject to:-
 - 3.1.1 Permitted Closures; and
 - 3.1.2 any lawful requirements of the police or any other competent authority.
- 3.2 Subject to paragraph 3.1 of this Schedule 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 except in accordance with the Delivery Plan(s).

4. MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE

The Developer shall manage and maintain the Publicly Accessible Open Space for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 13.

PART B

SCHEDULE 15

LONDON BOROUGH OF NEWHAM OBLIGATIONS

1. DEFINITIONS

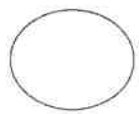
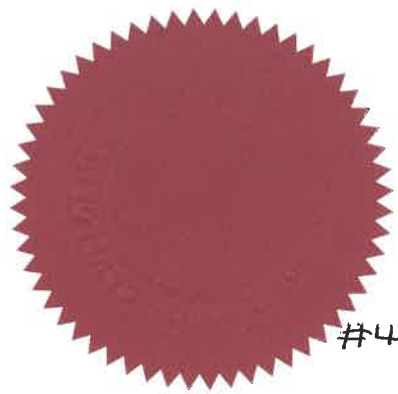
"Bridge House"	means the property known as Bridge House shown coloured yellow on Plan 1 – Existing Buildings attached at Appendix 1 of this Agreement
"Bridge House Lease"	means the existing long lease of Bridge House held by Mastcraft Limited
"Broadway House"	means the property known as Broadway House shown coloured blue on Plan 1 – Existing Buildings attached at Appendix 1 of this Agreement
"Broadway House Lease"	means the lease dated 31 March 2021 between The Mayor and Burgess of Newham (1) and London Academy of Excellence (2)
"Jubilee House"	means the property known as Jubilee House shown coloured lilac on Plan 1 – Existing Buildings attached at Appendix 1 of this Agreement
"Jupp Road Bridge East Works"	means the works on the eastern side of Jupp Road Bridge which form part of the Planning Application and are shown on Plan 5 – Jupp Road Eastern Ramp attached at Appendix 1 of this Agreement
"LBN Highway Works"	means the works applicable to Farthingale Walk indicatively shown on Plan 7 – LBN Highway Works attached at Appendix 1 of this Agreement
"Phase 1A Works"	means the partial demolition of Broadway House, the reinstatement of the eastern section of Broadway House to make the building fit for Occupation and the construction of the public realm works shown on Plan 4 – Jupp Road Western Access attached at Appendix 1 of this Agreement
"Phase 2 Works"	means the redevelopment by the Second Owner of part of Broadway House and Bridge House

2. OBLIGATIONS

- 2.1 Within six months following the London Academy of Excellence lawfully serving a break notice on the Second Owner to break the Broadway House Lease the Second Owner shall commence negotiations to acquire the Bridge House Lease from Mastcraft Limited.
- 2.2 The Second Owner shall confirm in writing to the LPA within 20 Working Days of the Broadway House Lease break notice having been lawfully served.
- 2.3 The Second Owner shall at its own expense obtain such further consents and approvals as are required for the Phase 1A Works following the grant of the Planning Permission and shall carry out the Phase 1A Works as soon as reasonably practicable subject to the Second Owner having first served written notice on the LPA confirming that the following conditions having been met:-
 - 2.3.1 the redevelopment of Jubilee House and the Jupp Road Bridge East Works have been Completed pursuant to the Planning Permission;

- 2.3.2 the redeveloped Jubilee House has been fully Occupied;
 - 2.3.3 the applicant of the Planning Application has assigned to the Second Owner the rights to and ownership of all reports, surveys and technical information prepared by its consultants relating to the design and development of the Phase 1A Works and the Phase 2 Works or has provided the Second Owner with an appropriate mechanism by which it can rely on such reports, surveys and technical information;
 - 2.3.4 the Second Owner is satisfied (which includes approval by the Second Owner's Cabinet) at its discretion that the Phase 1A Works can properly proceed having regard to all relevant considerations including timing, costs, viability, availability of funding and market conditions; and
 - 2.3.5 the grant of all consents and approvals as are required for the delivery of the Phase 1A Works.
- 2.4 The Second Owner shall confirm in writing to the LPA within 10 Working Days following the last of the conditions set out in paragraph 2.3 of this Schedule having been satisfied.
 - 2.5 The Second Owner shall retain the part of the Phase 1A Works shown as "Temporary Works" on Plan 2 until the commencement of such part of the Phase 2 Works which requires the removal of such part of the Phase 1A Works.
 - 2.6 The Second Owner covenants with the LPA that as soon as reasonably practicable following the grant of the Planning Permission it will dedicate as public highway the land coloured green on Plan 7 – LBN Highway Works (attached at Appendix 1 of this Agreement) to facilitate the construction of the Jupp Road Bridge East Works.
 - 2.7 The Second Owner covenants with the Developer that in order to secure part of the mitigation required to facilitate the Development it will upon written request by the Developer enter into a licence agreement with the Developer to permit the carrying out and retention of the wind mitigation works on Broadway House as indicated on Plan 7 – LBN Highway Works attached at Appendix 1 of this Agreement.
 - 2.8 At the same time as it carries out the Phase 1A Works the Second Owner shall carry out the LBN Highway Works provided that the Second Owner has first obtained all necessary approvals and consents to facilitate the carrying out of the LBN Highway Works which the Second Owner shall use reasonable endeavours to obtain and in any event the Second Owner shall enter into an agreement under section 278 and / or section 38 of the Highways Act 1980 in relation to the LBN Highway Works no later than 6 months following Completion of the Phase 1A Works and Complete the LBN Highways Works no later than 12 months following Completion of the Phase 1A Works.
 - 2.9 As part of the Phase 1A Works and no later than Completion of the Phase 1A Works the Second Owner shall provide appropriate artwork on the exposed façade of Broadway House to the value of no less than £5,000, the detail of such artwork to be first approved by the LPA.
 - 2.10 Prior to Completion of the Phase 1A Works the Second Owner will submit, and obtain the LPA's approval of, a written strategy for the management and maintenance of the public realm forming part of the Phase 1A Works and the Second Owner shall manage and maintain the said public realm in accordance with the approved strategy.
 - 2.11 The reasonable and proper legal costs of the Second Owner entering into this Agreement shall be paid by the Developer on the completion of the Agreement.

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



#4662

Common Seal

G.M.M. MURPHY
Full Name (Authorised Signatory)


Signature of Authorised Signatory

Signed as a deed by

as attorney for
BRITISH OVERSEAS BANK NOMINEES LIMITED

in the presence of the following witness:

Signature

Print name

signature
of witness

name

print name of witness

address

Signed as a deed by

as attorney for
W.G.T.C. NOMINEES LIMITED
in the presence of the following witness:

Signature

Print name

signature
of witness

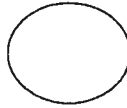
name

print name of witness

address

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

Common Seal



.....
Full Name (Authorised Signatory)

.....
Signature of Authorised Signatory

Signed as a deed by
GRAEME BARTON
as attorney for
BRITISH OVERSEAS BANK NOMINEES LIMITED




Signature

GRAEME BARTON

Print name


in the presence of the following witness:

signature
of witness 

name
STEWART SCOTT
print name of witness

address
110 FINSBURY COURT
LONDON
EC2M 7SR

Signed as a deed by
GRAEME BARTON
as attorney for
W.G.T.C. NOMINEES LIMITED




Signature

GRAEME BARTON

Print name

in the presence of the following witness:

signature
of witness 

name
STEWART SCOTT
print name of witness

address
110 FINSBURY COURT
LONDON
EC2M 7SR

**THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF NEWHAM** was hereto
affixed in the presence of:-

LBN/1
2875



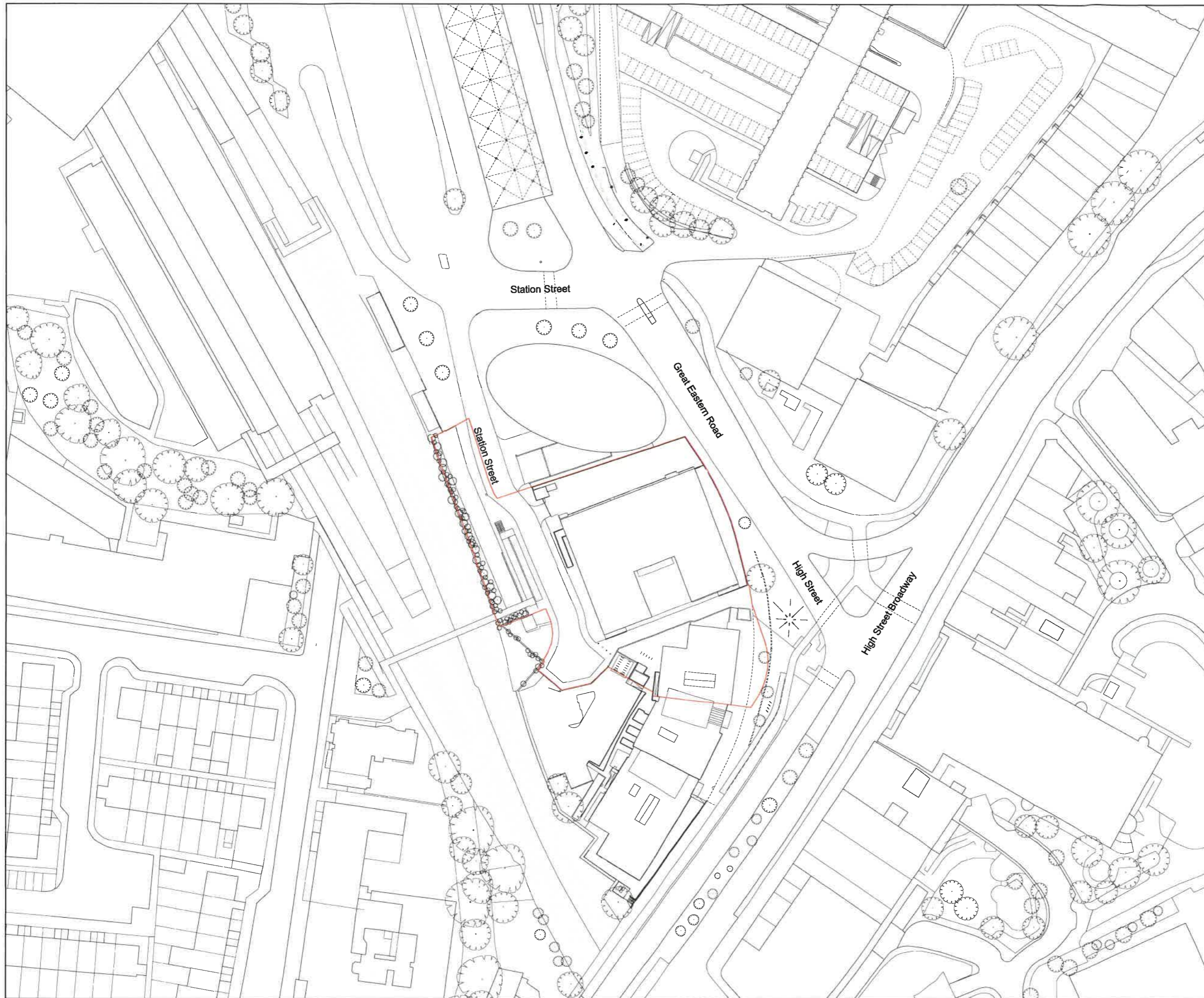
Common Seal

HELEN NICOL

Full Name (Authorised Signatory)

Signature of Authorised Signatory

APPENDIX 1
PLANS



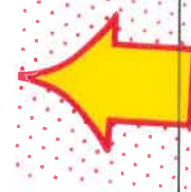
notes

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 - The accuracy of survey information provided by others or for any costs, claims, proceedings and expenses arising out of reliance on such information
 - Any scaling from this drawing other than by the local planning authority solely for the purposes of the planning application to which it relates

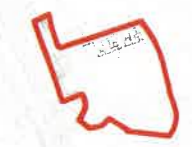
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CHM



01	PL	11.02.22	For Planning
Rev	Status	Date	Description
key plan			



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 ARCHITECTS Ltd.
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

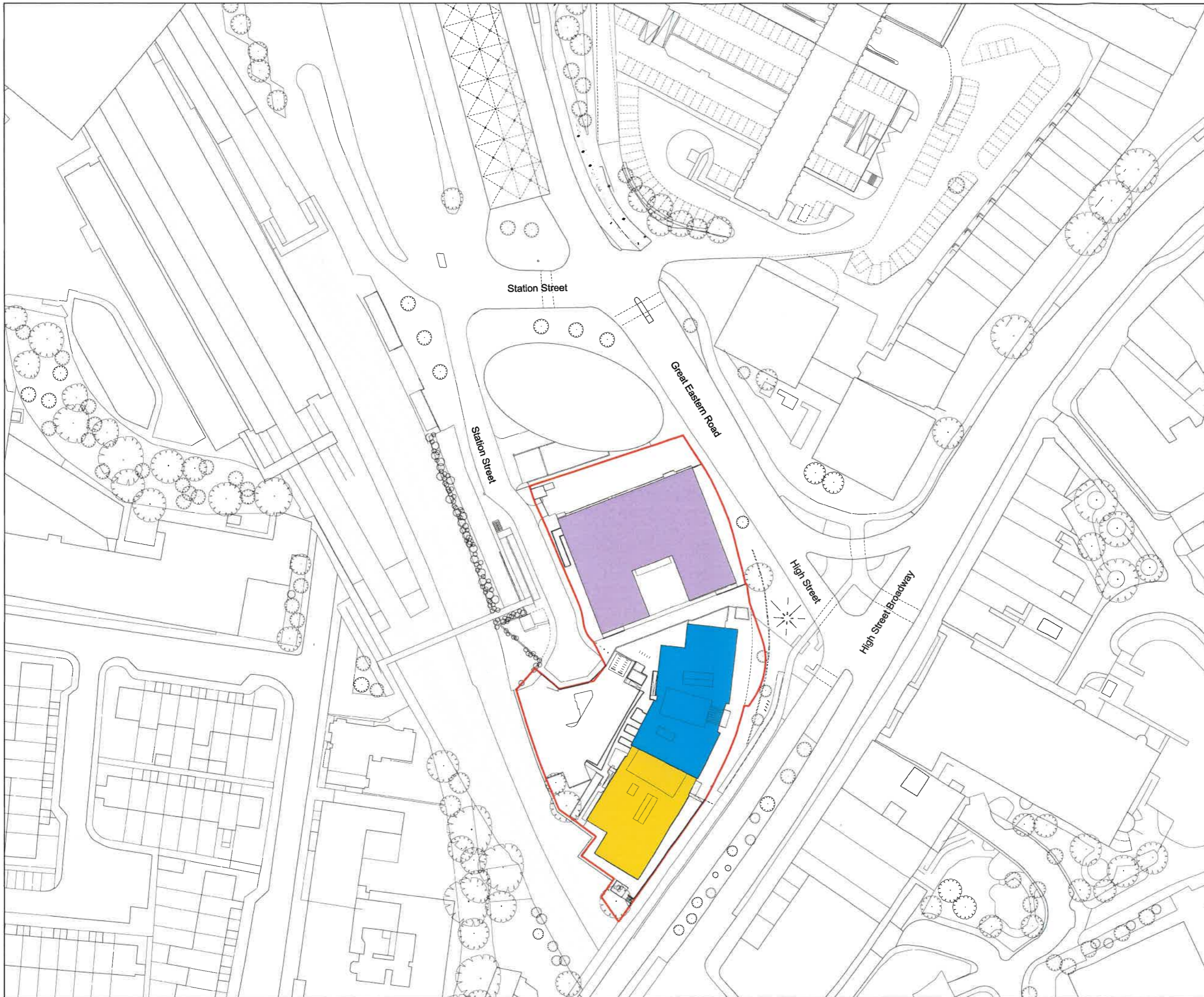
client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title

PLAN 1 - APPLICATION SITE BOUNDARY

drawn	checked	scale	status	revision
DK	BC	1:500@A1	PL	01
project	originator	volume	level	type
18135	AHMM	X		00
			role	drawing no.
				P002



notes

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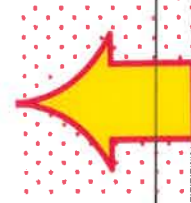
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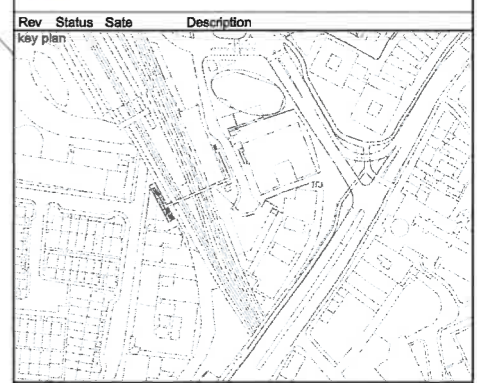
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CHM



- JUBILEE HOUSE
- BROADWAY HOUSE
- BRIDGE HOUSE



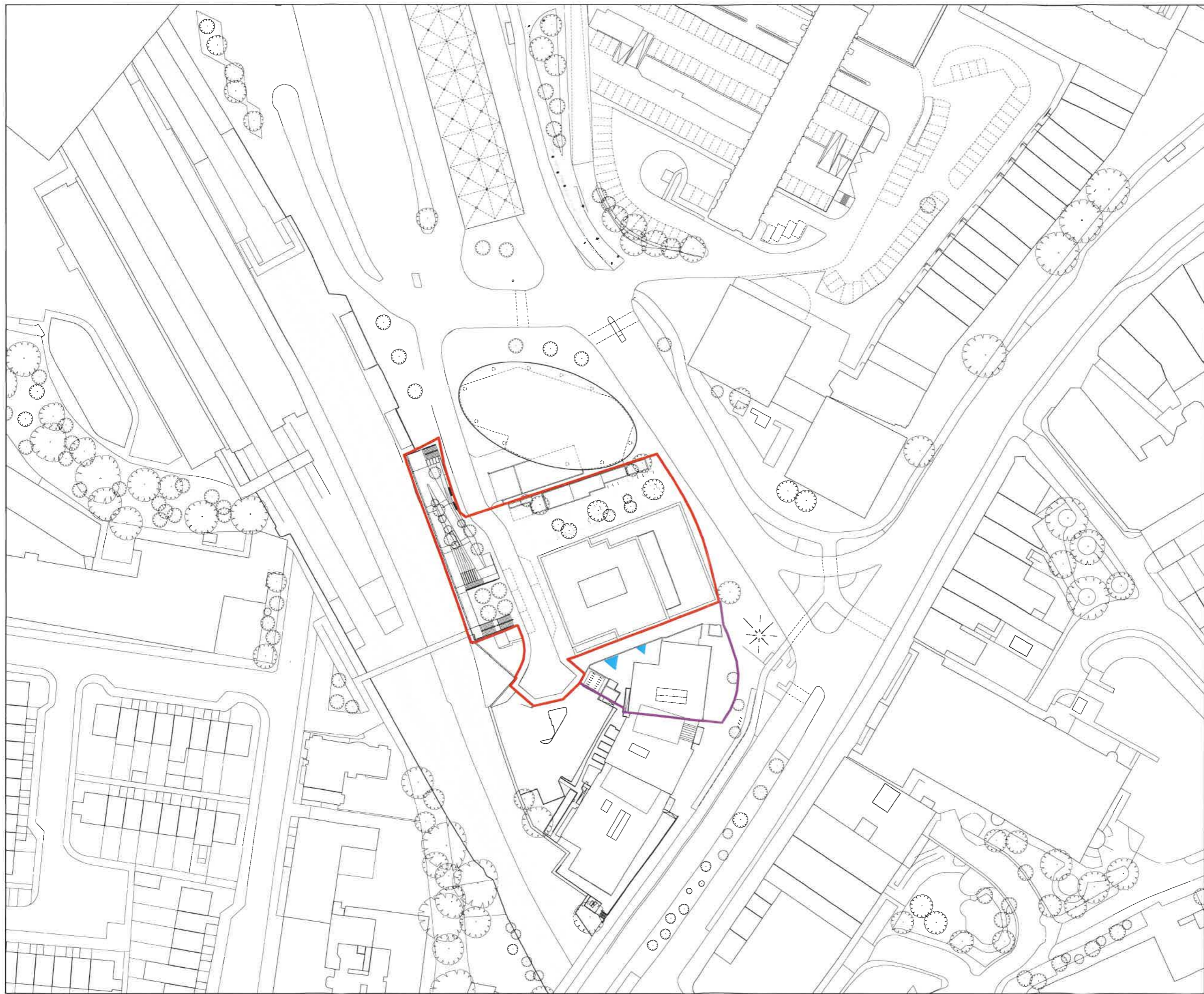
ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS Ltd.
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
 SPIRITBOND

project name
 JUBILEE HOUSE

drawing title
 PLAN 1 - EXISTING BUILDINGS

drawn	checked	scale	status	
DK	BC	1:500@A1	PLANNING	
project	originator	volume	level	type
18135	AHMM			



notes

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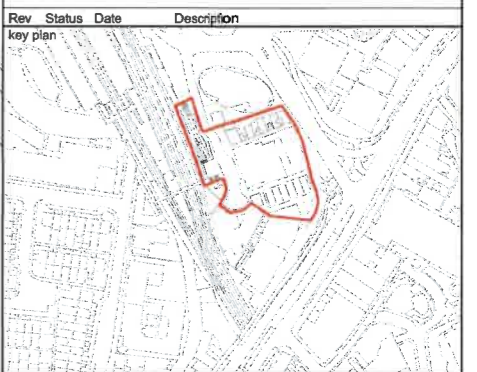
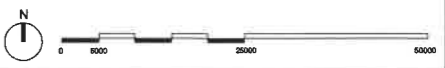
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LOCATION OF WIND TOTEMS

- PHASE 1
- PHASE 1A

CHM



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client
 SPIRITBOND

project name
 JUBILEE HOUSE

drawing title
 PLAN 2 - PROPOSED PHASE 1 PLAN

drawn	checked	scale	status	revision
DK	BC	1:500@A1	PL	
project	originator	volume	level	type
18135	AHMM	SK		
			role	drawing no.
				300



notes

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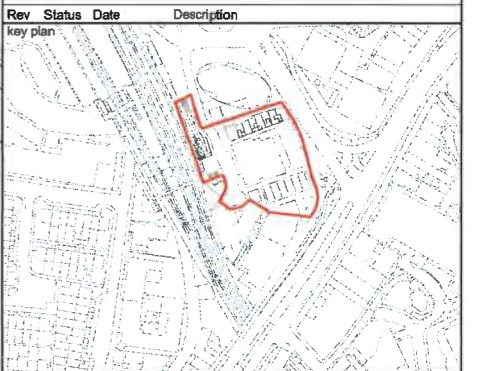
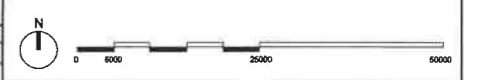
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GM

-  PHASE 1A PERMANENT LANDSCAPING
-  PHASE 1A TEMPORARY LANDSCAPING
-  PHASE 1
-  PHASE 1A



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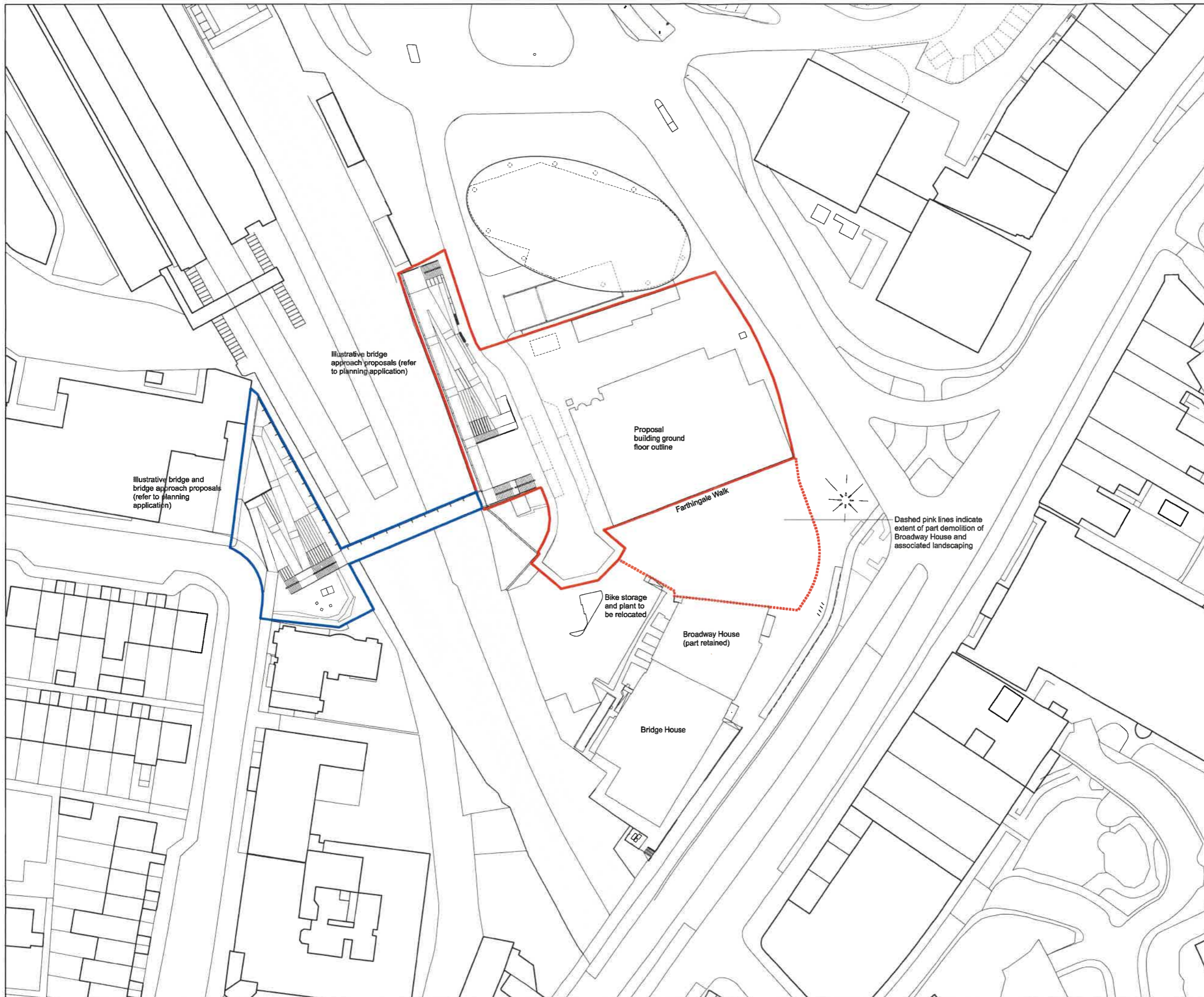
client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title

PLAN 3 - PROPOSED PHASE 1A PLAN

drawn	checked	scale	status	revision		
DK	BC	1:500@A1	PL			
project	originator	volume	level	type	role	drawing no.
18135	AHMM	SK				301



- notes
- PART APPLICATION REDLINE (PHASE 1)
 - PART APPLICATION REDLINE (PHASE 1a)
 - APPLICATION REDLINE COMPRISES PHASE 1 & PHASE 1A REDLINES
 - JUPP ROAD BRIDGE DESIGN WORKS (Subject to separate planning application)

Carroll

Illustrative bridge approach proposals (refer to planning application)

Illustrative bridge and bridge approach proposals (refer to planning application)

Proposed building ground floor outline

Farthingale Walk

Dashed pink lines indicate extent of part demolition of Broadway House and associated landscaping

Bike storage and plant to be relocated

Broadway House (part retained)

Bridge House

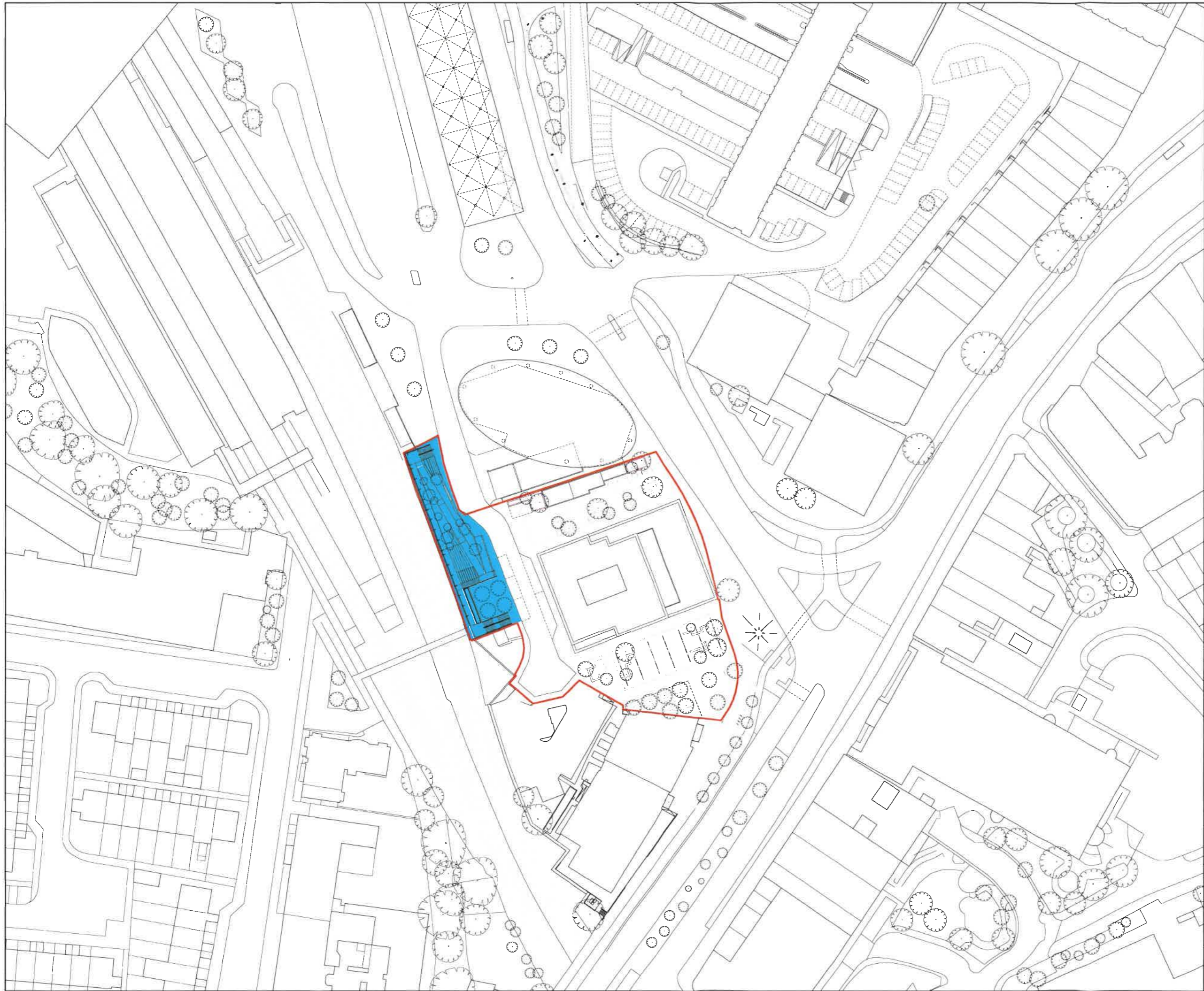
01	I	22/02/22	For Information
Rev	Status	Date	Description
key plan			

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client
SPIRITBOND
 project name
JUBILEE HOUSE
 drawing title

PLAN 4 - JUPP ROAD WESTERN ACCESS

drawn	checked	scale	wp	stage	status	revision
MW		NTS			I	01
project	18135	originator	AHMM	volume	level	type
						SK
						role
						drawing no.
						314



notes

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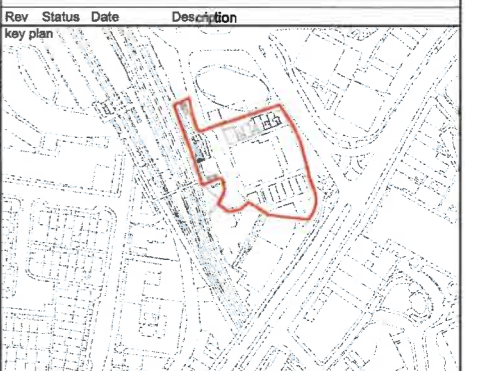
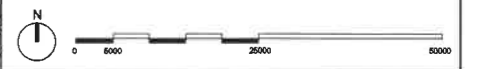
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CMO

 JUPP ROAD EAST RAMP WORKS



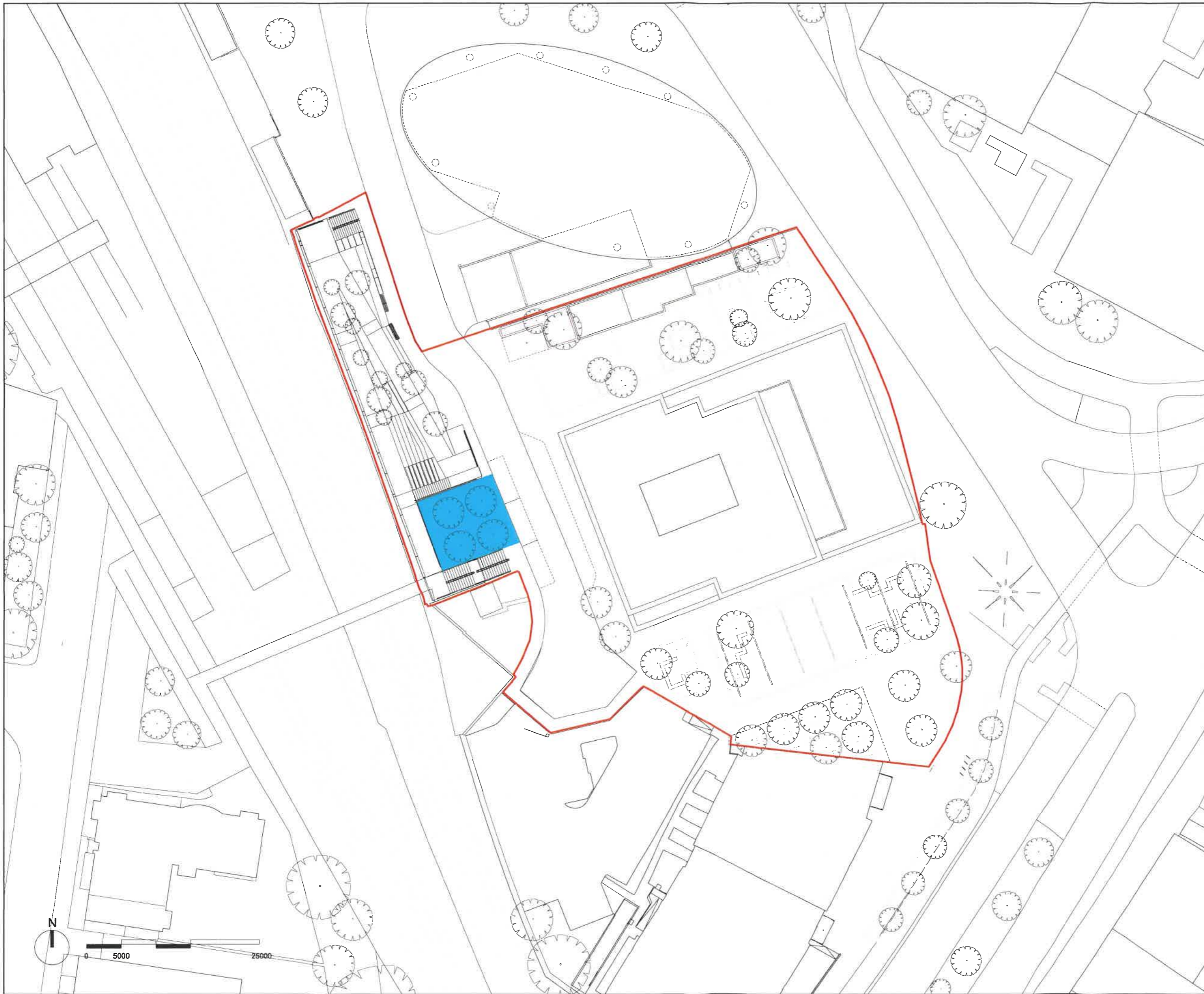
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client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
PLAN 5 - JUPP ROAD EASTERN RAMP

drawn	checked	scale				status
DK	BC	1:500@A1				PLANNING
project	originator	volume	level	type	role	drawing no.
18135	AHMM	SK				302



notes

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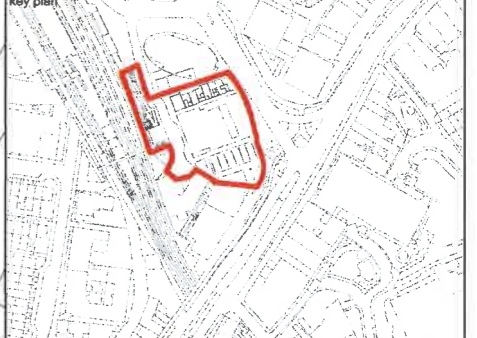
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POCKET PARK



Handwritten signature

Rev	Status	Date	Description
00	I	22/03/22	For Info

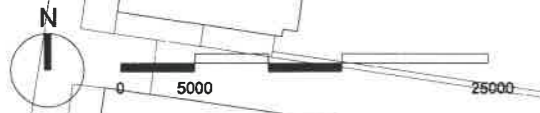


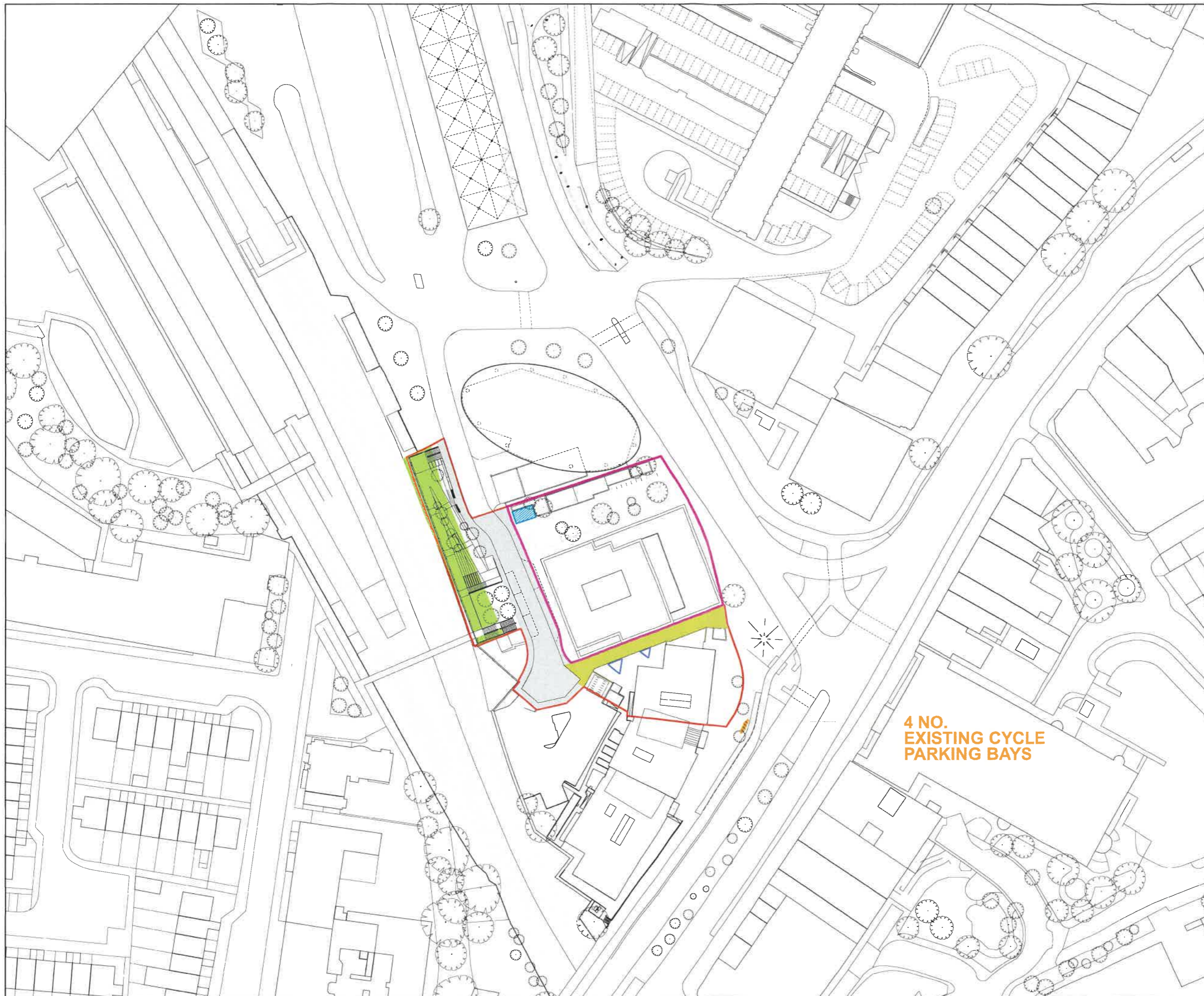
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Client
SPIRITBOND
 project name
JUBILEE HOUSE
 drawing title

PLAN 6 - POCKET PARK

drawn	checked	scale	status	revision		
DK	BC	1:250 @ A1	PL	00		
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK		316





notes

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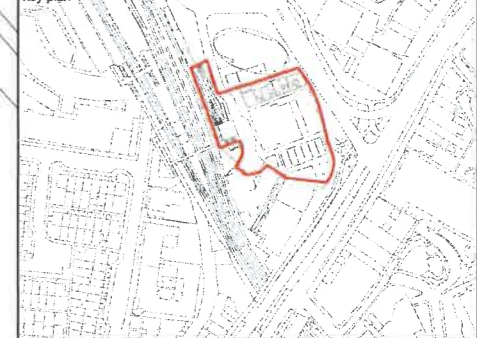
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-  Application Redline Boundary
-  Ownership line
-  Extent of London Borough of Newham Land within application boundary applicable to Eastern Approach to Jupp Road Bridge
-  LBN Highway Works
-  Stage 2 Highway Works
-  Temporary Wind Mitigation Totem (2no.)
-  On Site Blue Badge Parking (1no.)



Handwritten signature

01	PL	17/02/22	For Information
Rev	Status	Date	Description



4 NO. EXISTING CYCLE PARKING BAYS

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 TEL 020 7251 5251 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title

Plan 7 - LBN Highway Works

drawn	checked	scale	status	revision
DK	BC	1:500@A1	PL	01
project	originator	volume	level	type
18135	AHMM			SK
				role
				drawing no.
				315

Plan 8A



- Key**
- Academy - Exclusive Use
 - Residential - Exclusive Use
 - Residential - Right of Access to Academy (Emergency)
 - Residential - Fire-fighting lift
 - Shared
 - Landlord

NOTES

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CHM

A	Info	13/11/21	Agreement for Lease
Rev	Status	Date	Description
			Lay plan

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 ARCHITECTS Ltd.
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

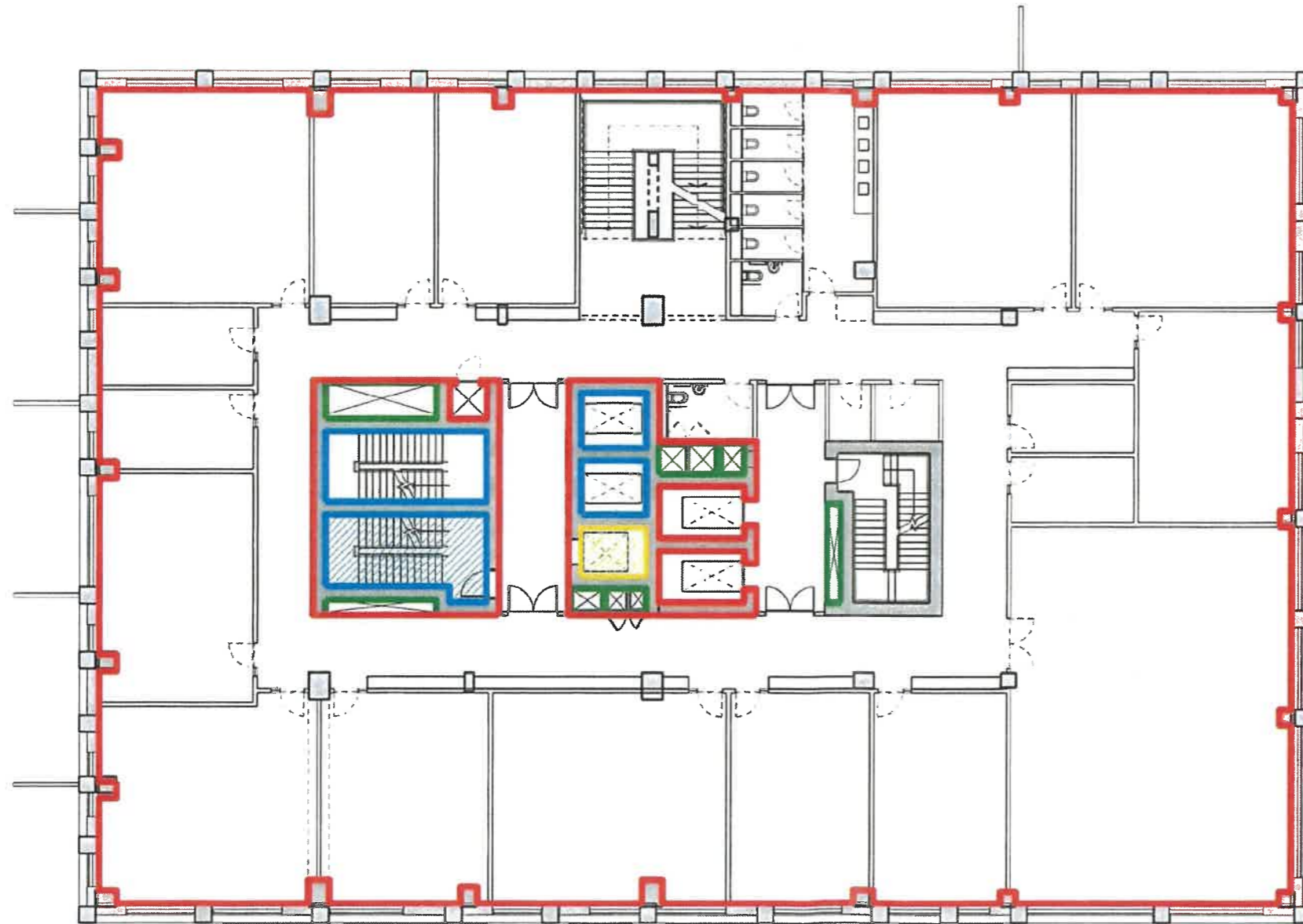
project name
JUBILEE HOUSE

drawing title
**DRAFT DEMISE PLAN
 LEVEL 04**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	405

Allford Hall Monaghan Morris Limited

Plan 8B



- Key**
- Academy - Exclusive Use
 - Residential - Exclusive Use
 - Residential - Right of Access to Academy (Emergency)
 - Residential - Fire-fighting lift
 - Shared
 - Landlord

NOTES

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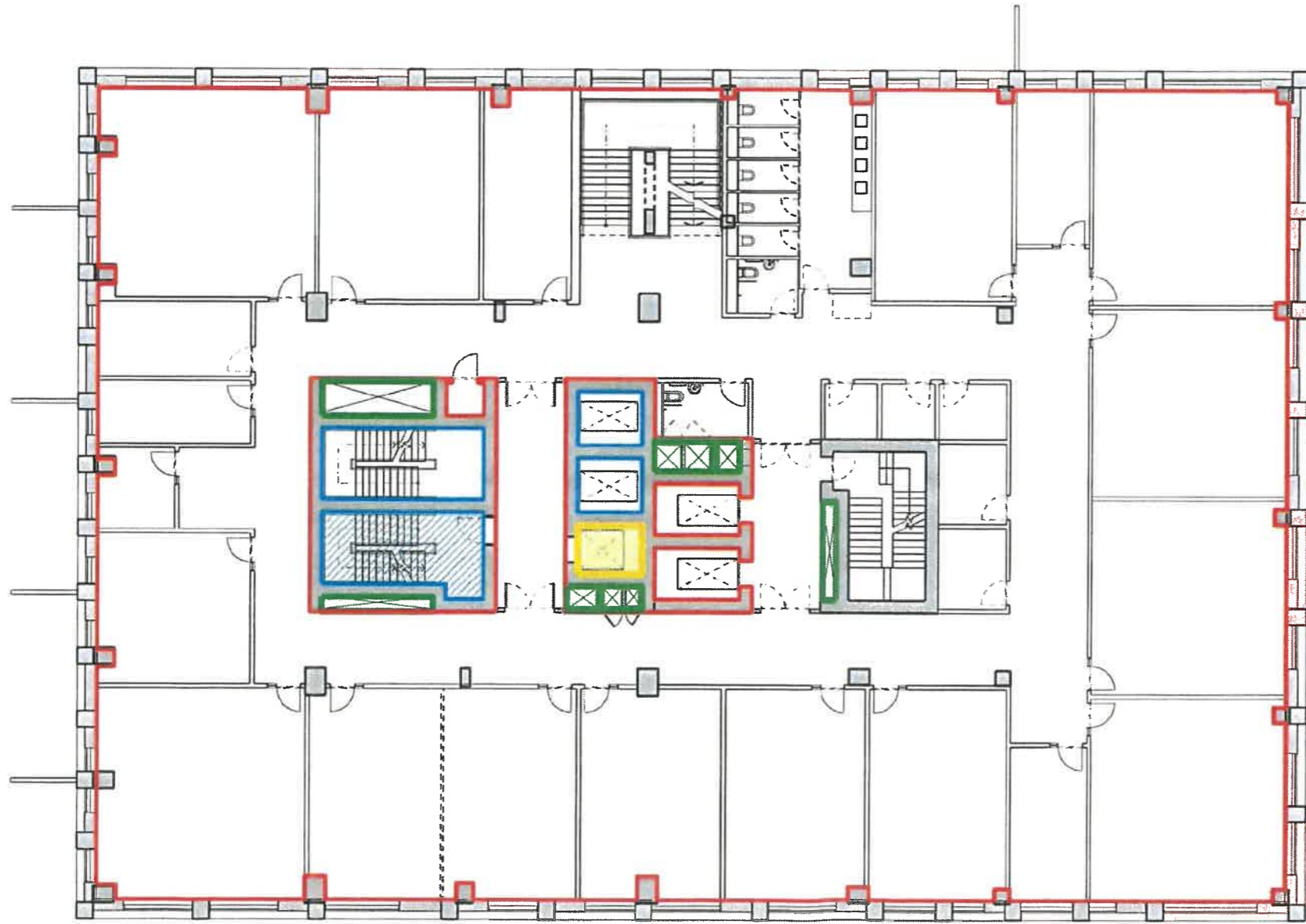
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Chris

A	Info	13/11/21	Agreement for Lease
Rev	Status	Date	Description
			key plan

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ARCHITECTS LTD. MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK							
client SPIRITBOND							
project name JUBILEE HOUSE							
drawing title DRAFT DEMISE PLAN LEVEL 05							
drawn	checked	scale	wp	stage	status	revision	
RB	BC	1:100@A1		02	A		
project	originator	volume	level	type	role	drawing no.	
18135	AHMM			SK	A	406	

Plan 8C



- Key**
- Academy - Exclusive Use
 - Residential - Exclusive Use
 - Residential - Right of Access to Academy (Emergency)
 - Residential - Fire-fighting lift
 - Shared
 - Landlord

notes

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Any scaling from this drawing other than by the local planning authority solely for the purposes of the planning application to which it relates

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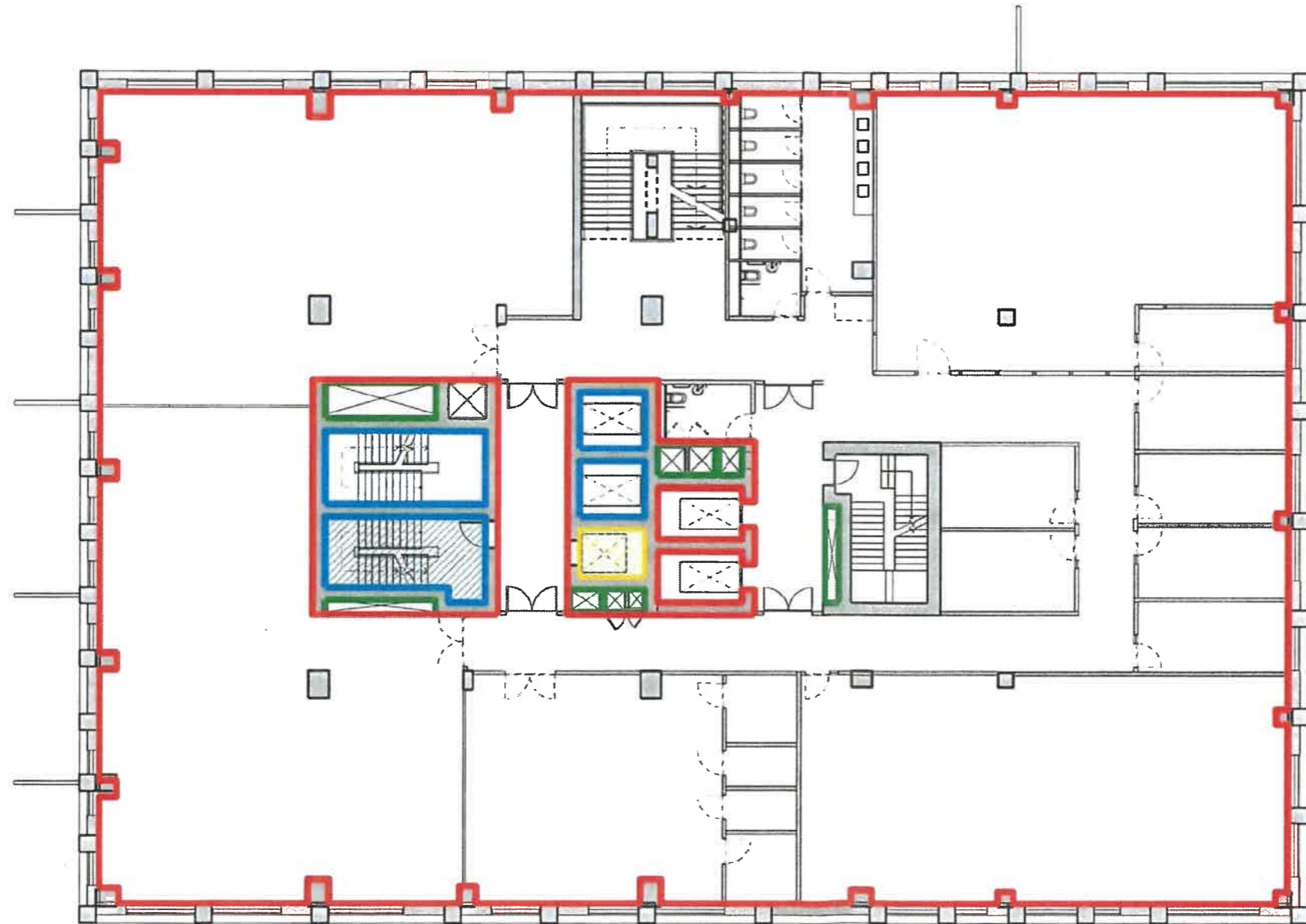
Carman

Rev	Status	Date	Description
C	Info	07/12/21	Server/Workroom resize
B	Info	15/11/21	Agreement for Lease
A	Info	12/11/21	Agreement for Lease

key plan

ALLFORD HALL MONAGHAN MORRIS						
ARCHITECTS Ltd						
MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL						
TEL 020 7251 5251 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK						
Client						
SPIRITBOND						
project name						
JUBILEE HOUSE						
drawing title						
DRAFT DEMISE PLAN						
LEVEL 02						
down	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		C
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	403

Plan 8D



Key
 All For Discussion only.
 Stage 2 Design prior to submission of the Planning Application.
 Subject to original design development.

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

notes
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Carman

A Inc 13/11/21 Agreement for Lease

Rev Status Date Description

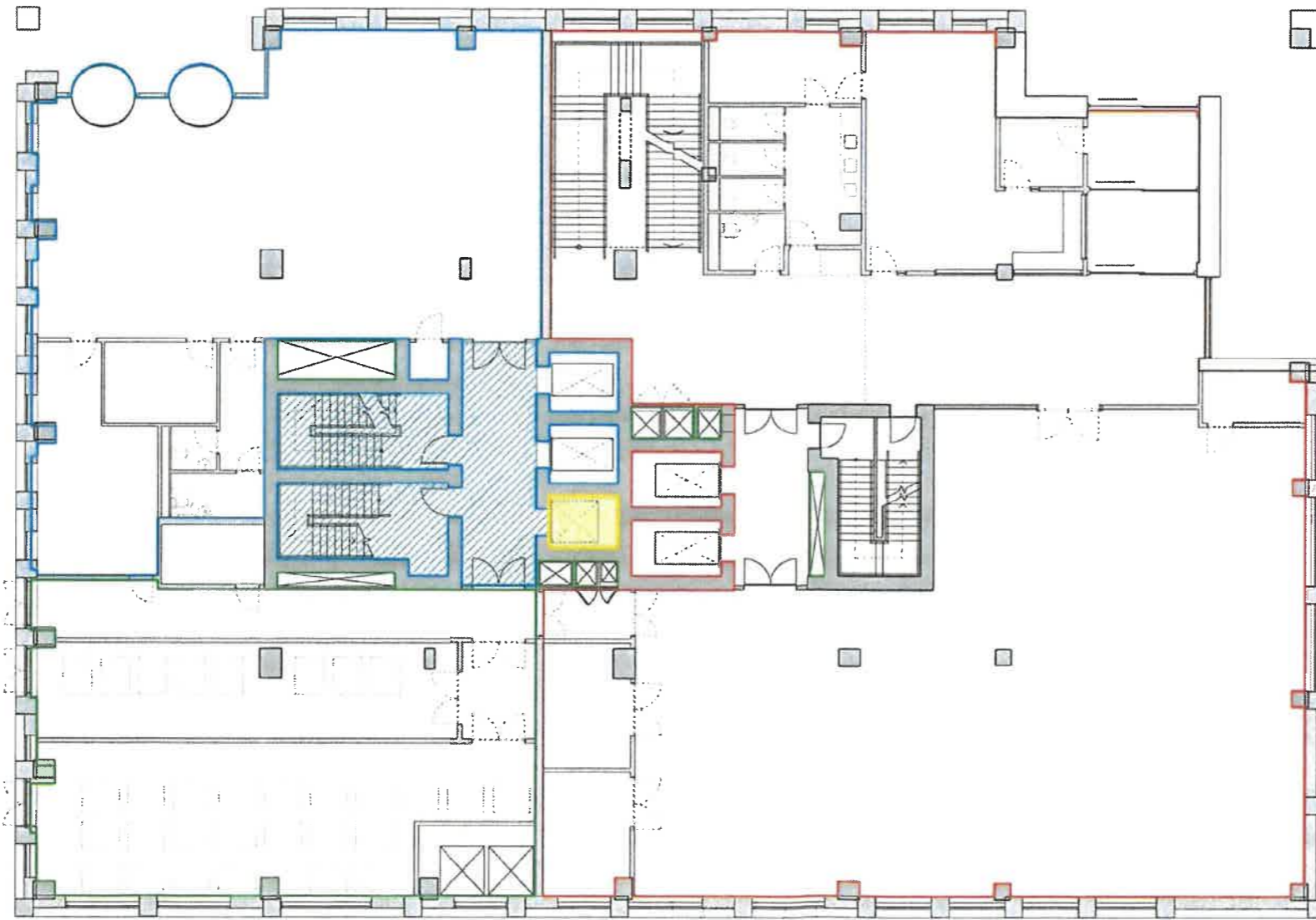
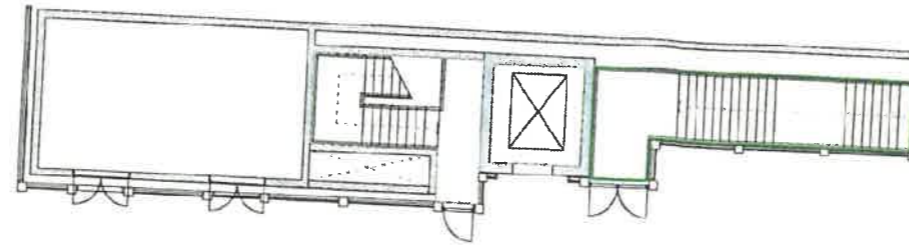
key plan

ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS Ltd,
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

CLIENT
 SPIRITBOND
 PROJECT NAME
 JUBILEE HOUSE
 DRAWING TITLE
 DRAFT DEMISE PLAN
 LEVEL 01

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02	SK	A
project	originator	volume	level	type	role	drawing no.
18135	AHMM	A	00	SK		402

Plan 8E



Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

All: For discussion only. Stage 2 design prior to submission of the Planning Application. Subject to ongoing design development.

notes

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Carman

B	Info	09/02/22	Agreement for Lease
A	Info	13/11/21	Agreement for Lease

Rev	Status	Date	Description
key plan			

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 ARCHITECTS Ltd.
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client:
 SPIRITBOND

project name:
 JUBILEE HOUSE

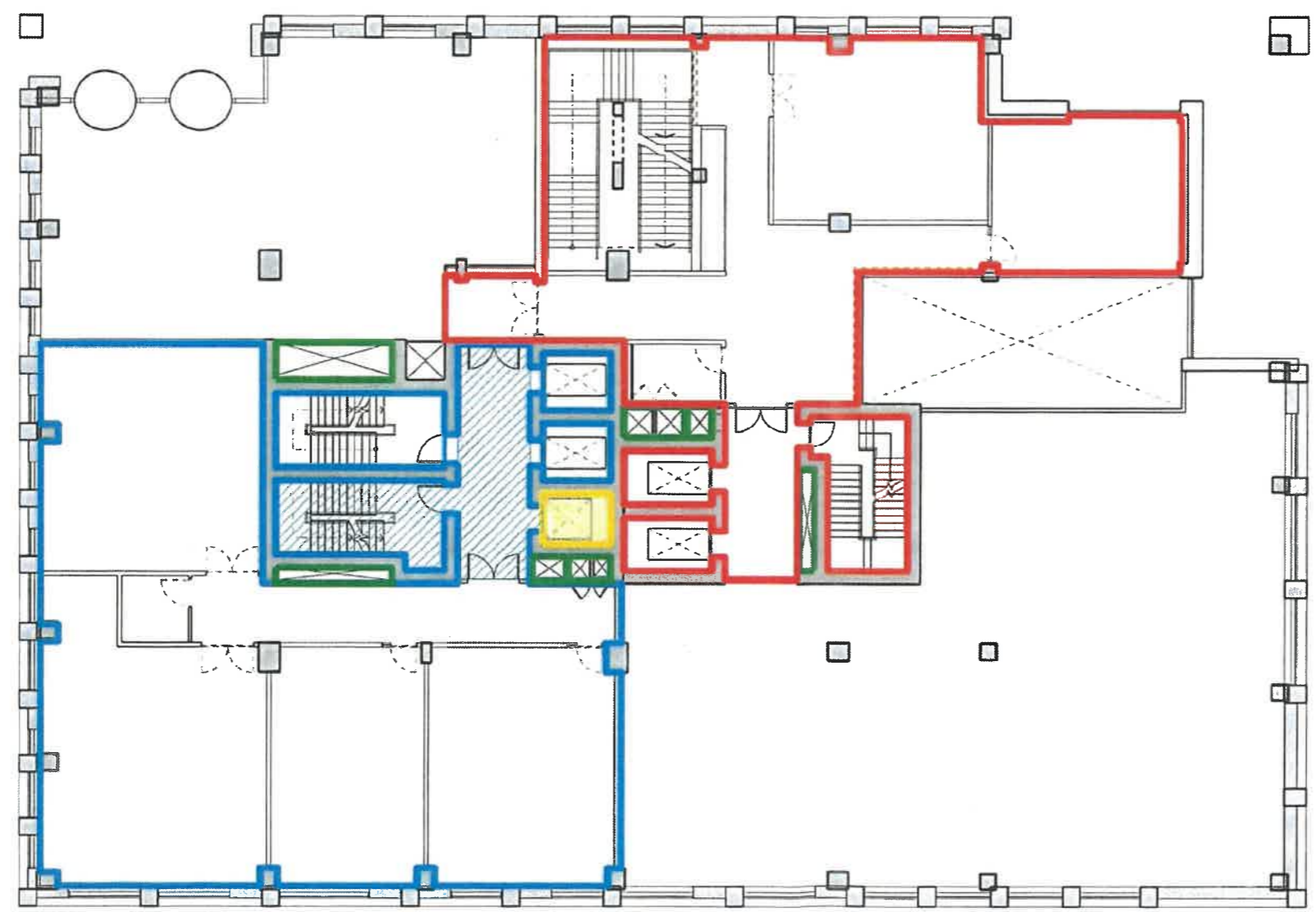
drawing title:
 DRAFT DEMISE PLAN
 LEVEL 00 (GROUND)

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02	A	B
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	400

Plan 8F

Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord



NOTES

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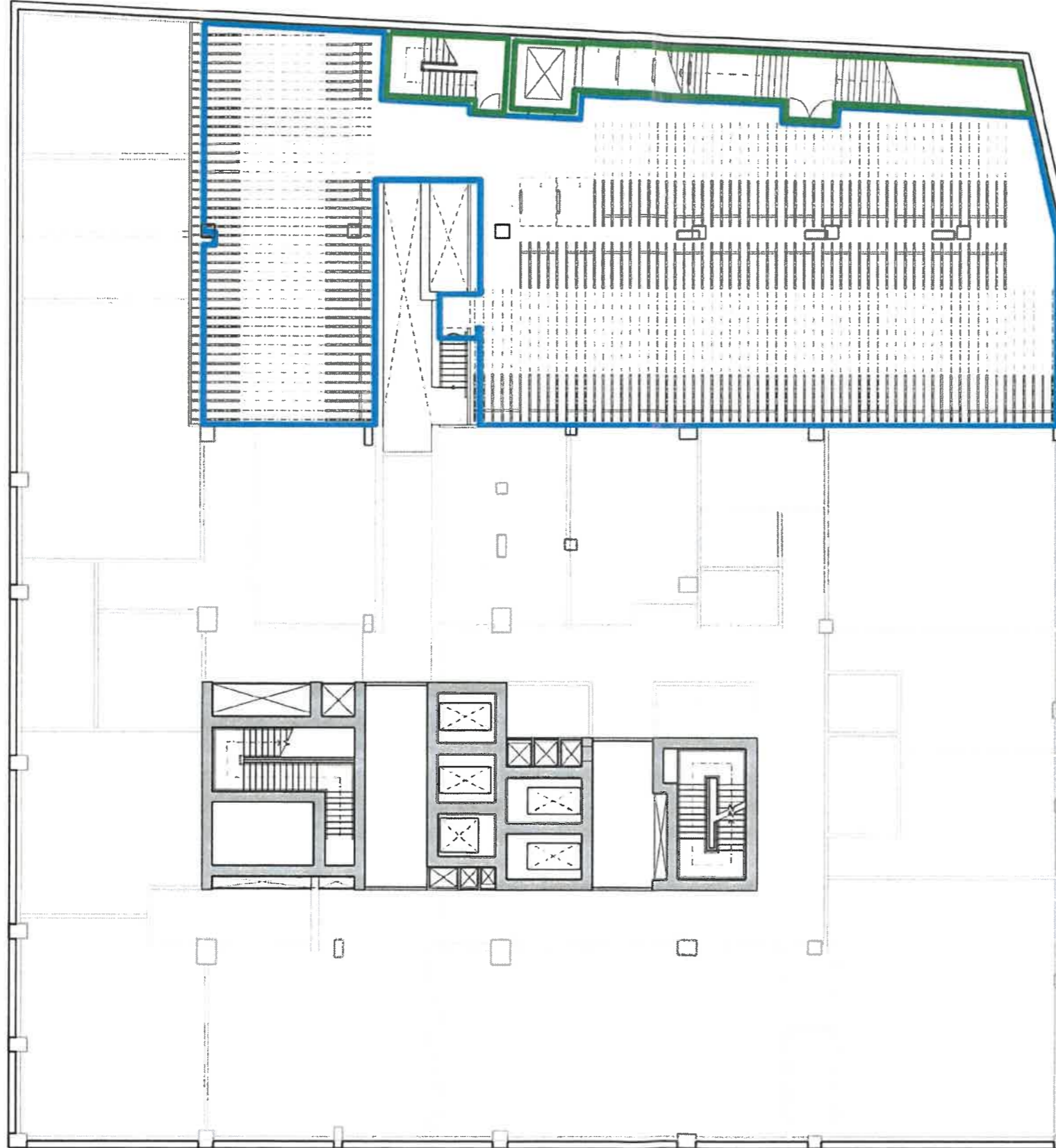
The drawing shows the general arrangement together with the nominal sizes of selected elements and components. The information shown indicates the design intent of the architect and is to be read in conjunction with the performance specifications. The Contractor must include for all design development and coordination required to complete the works.

Handwritten signature

A	Info	13/11/21	Agreement for Lease
Rev	Status	Date	Description
			key plan

ALLFORD HALL MONAGHAN MORRIS							
ARCHITECTS Ltd MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK							
client: SPIRITBOND							
project name: JUBILEE HOUSE							
drawing title: DRAFT DEMISE PLAN LEVEL M (MEZZANINE)							
drawn	checked	scale	wp	stage	status	revision	
RB	BC	1:100@A1		02		A	
project	originator	volume	level	type	role	drawing no.	
18135	AHMM			SK	A	401	

Plan 8G



Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

Nil: For Discussion only.
Stage 2 Design prior to submission of the Planning Application.
Subject to ongoing design development.

Notes

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Handwritten signature

A Info 13/11/21 Agreement or Lease

Rev Status Date Description

key plan

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SPIRITBOND

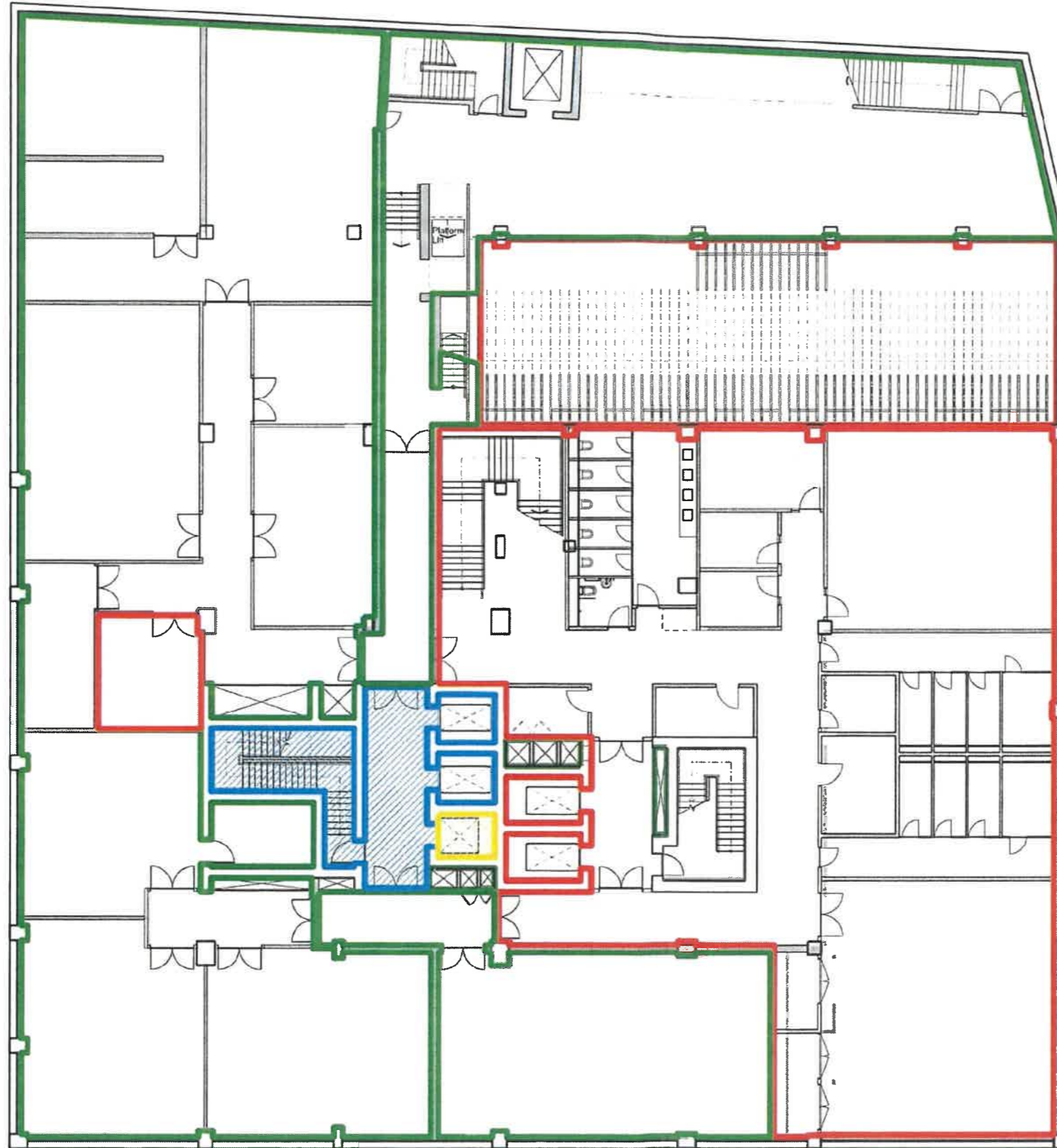
project name
JUBILEE HOUSE

drawing title
**DRAFT DEMISE PLAN
LEVEL BM**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A

project	originator	volume	level	type	title	drawing no.
18135	AHMM			SK	A	399

Plan 8H



Key

100% For Discussion only.
Stage 2/3 only prior to submission of the Planning Application.
Subject to original design development.

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

Notes

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Handwritten signature

Rev	Info	13/11/21	Agreement for Lease
Rev	Status	Date	Description

Any plan

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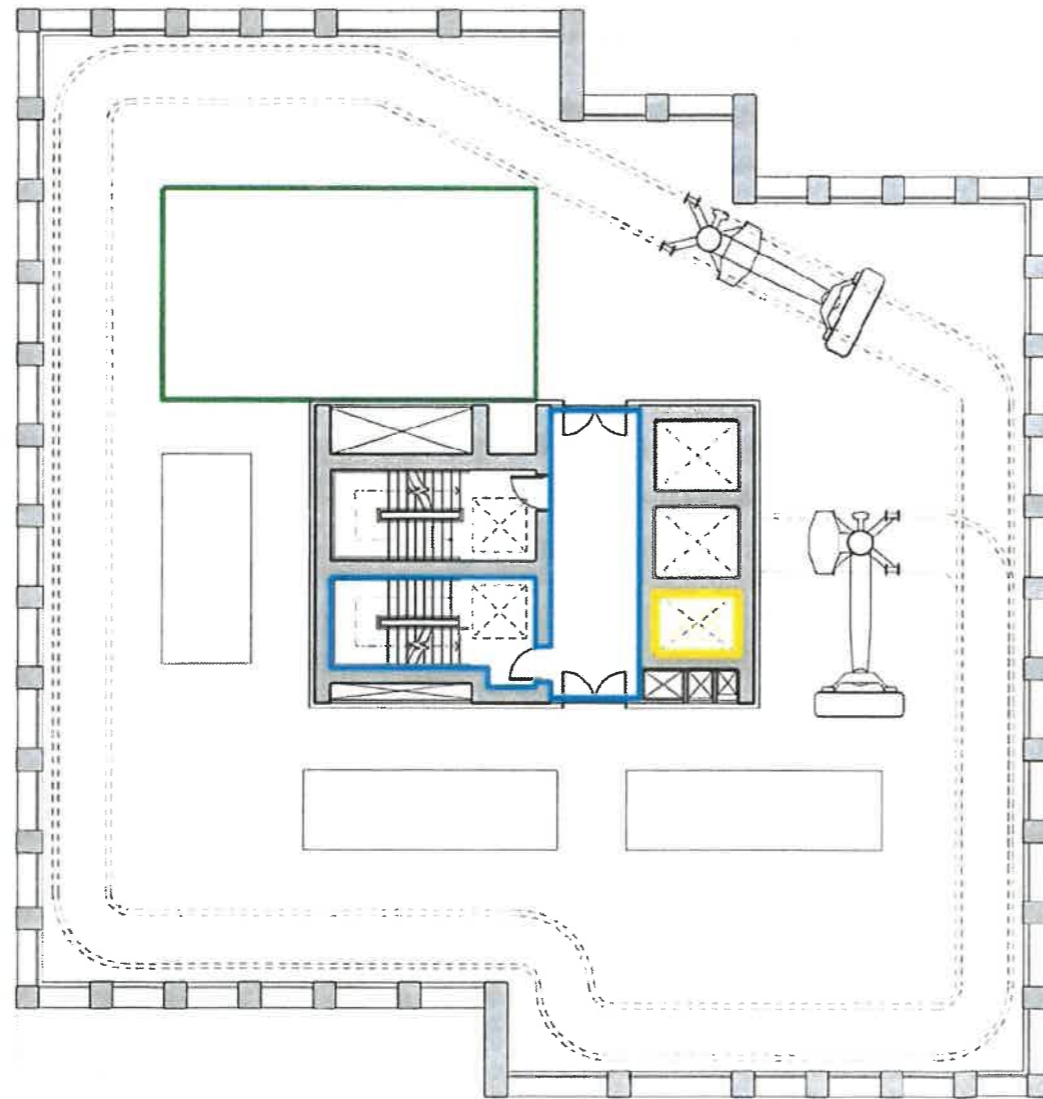
Client
SPRITBOND

Project name
JUBILEE HOUSE

Drawing title
DRAFT DEMISE PLAN
LEVEL B1

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	398

Plan 8I



Key

All for Discussion Only.
Subject to change prior to submission of the Planning Application.
Subject to ongoing design development.

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

Notes

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A Info 13/11/21 Agreement for Lease

Rev	Status	Date	Description

key plan

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TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

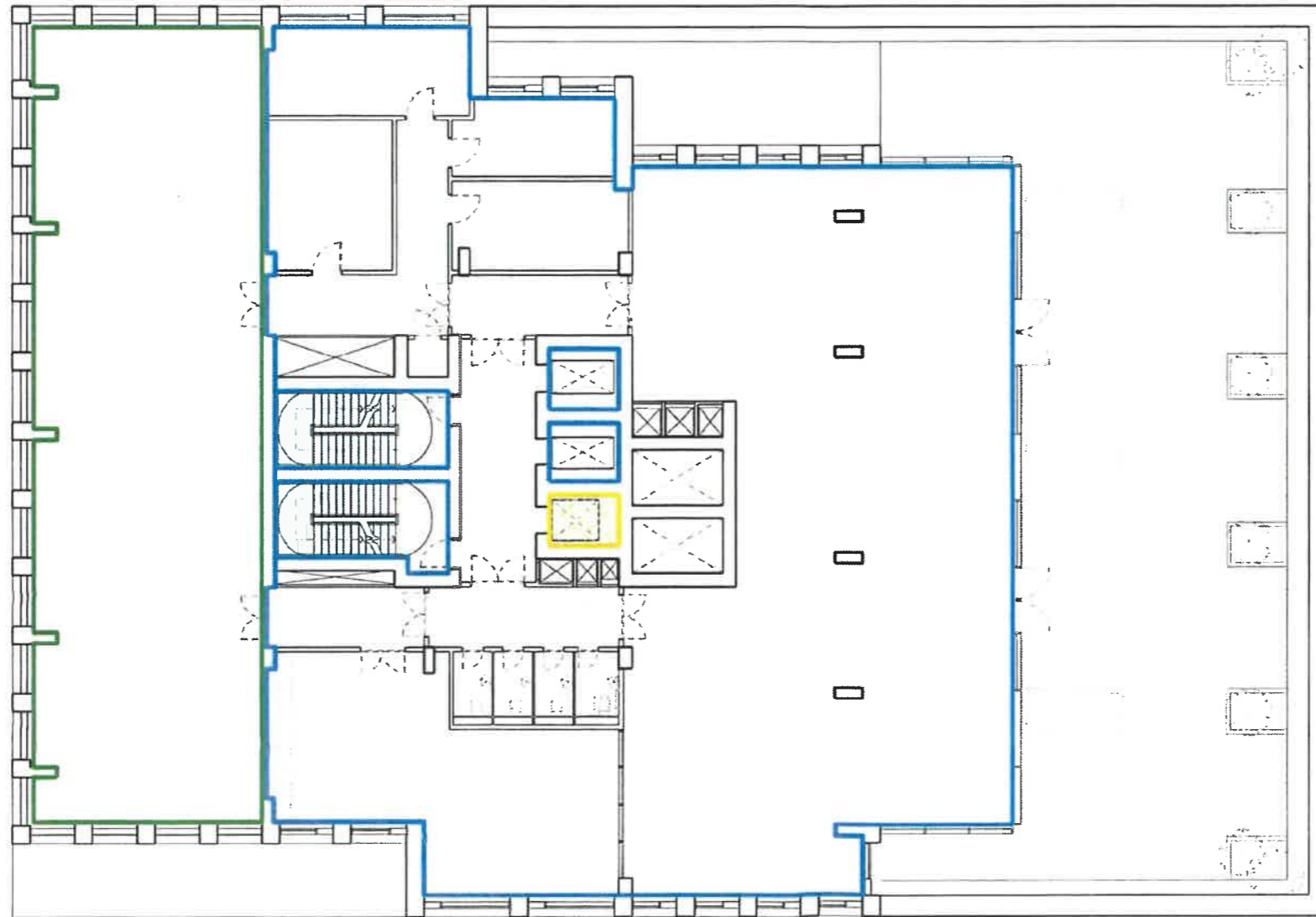
project name
JUBILEE HOUSE

drawing title
**DRAFT DEMISE PLAN
LEVEL 36**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A

project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	411

Plan 8J



Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

AS: For Discretion only, Stage 2 Delivery prior to submission of the Planning Application. Subject to ongoing design development.

notes

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Handwritten signature

A Info 13/11/21 Agreement for Lease

Rev Status Date Description

key plan

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 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
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client
 SPIRITBOND

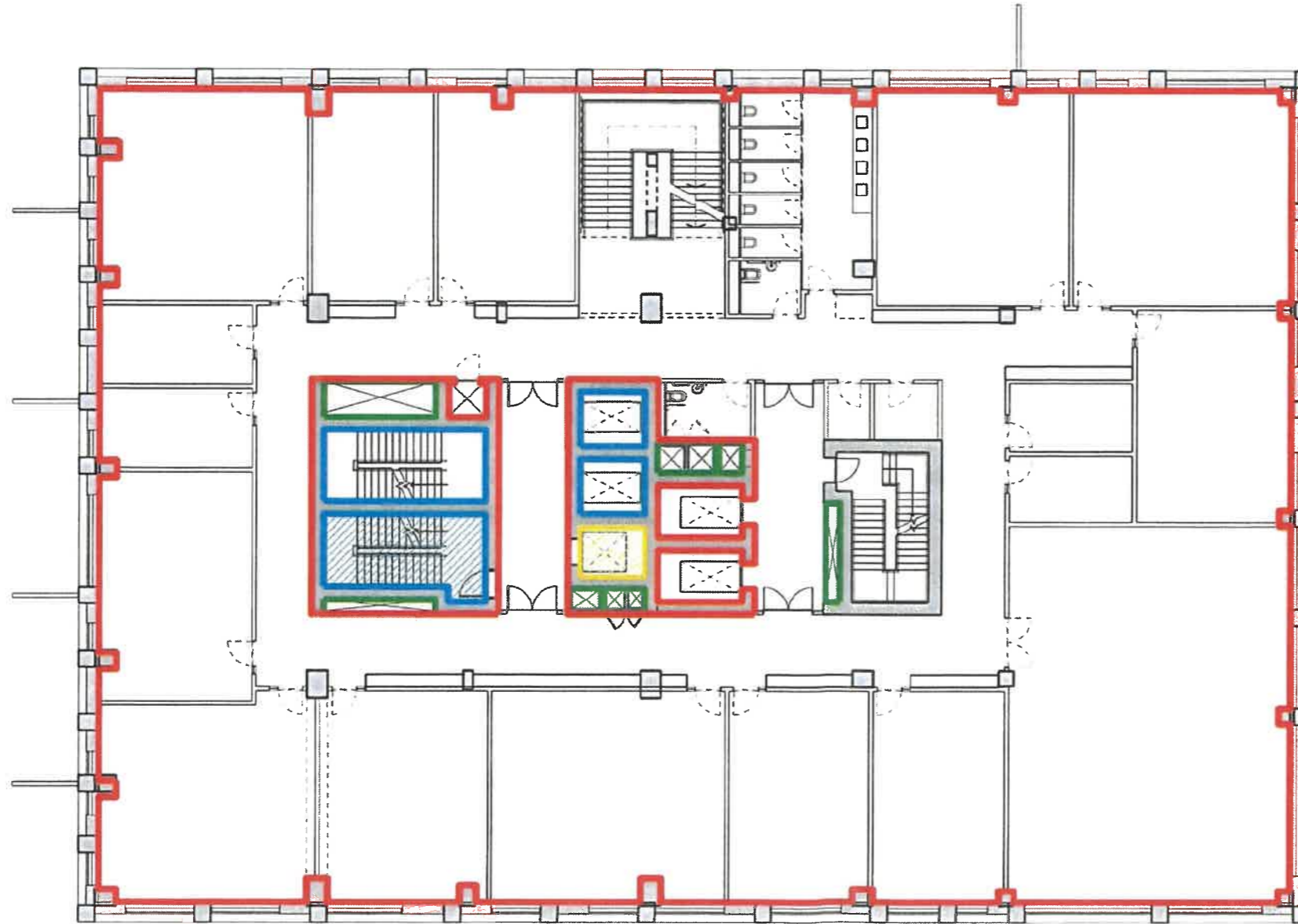
project name
 JUBILEE HOUSE
 drawing title
 DRAFT DEMISE PLAN
 LEVEL 06

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	407

Plan 8K

Key
Not for Discretion only,
 Stage 2 Design prior to submission of the Planning Application.
 Subject to ongoing design development.

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord



Notes

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Amend

Rev	Status	Date	Description
A	Info	13/11/21	Agreement for Lease

key plan

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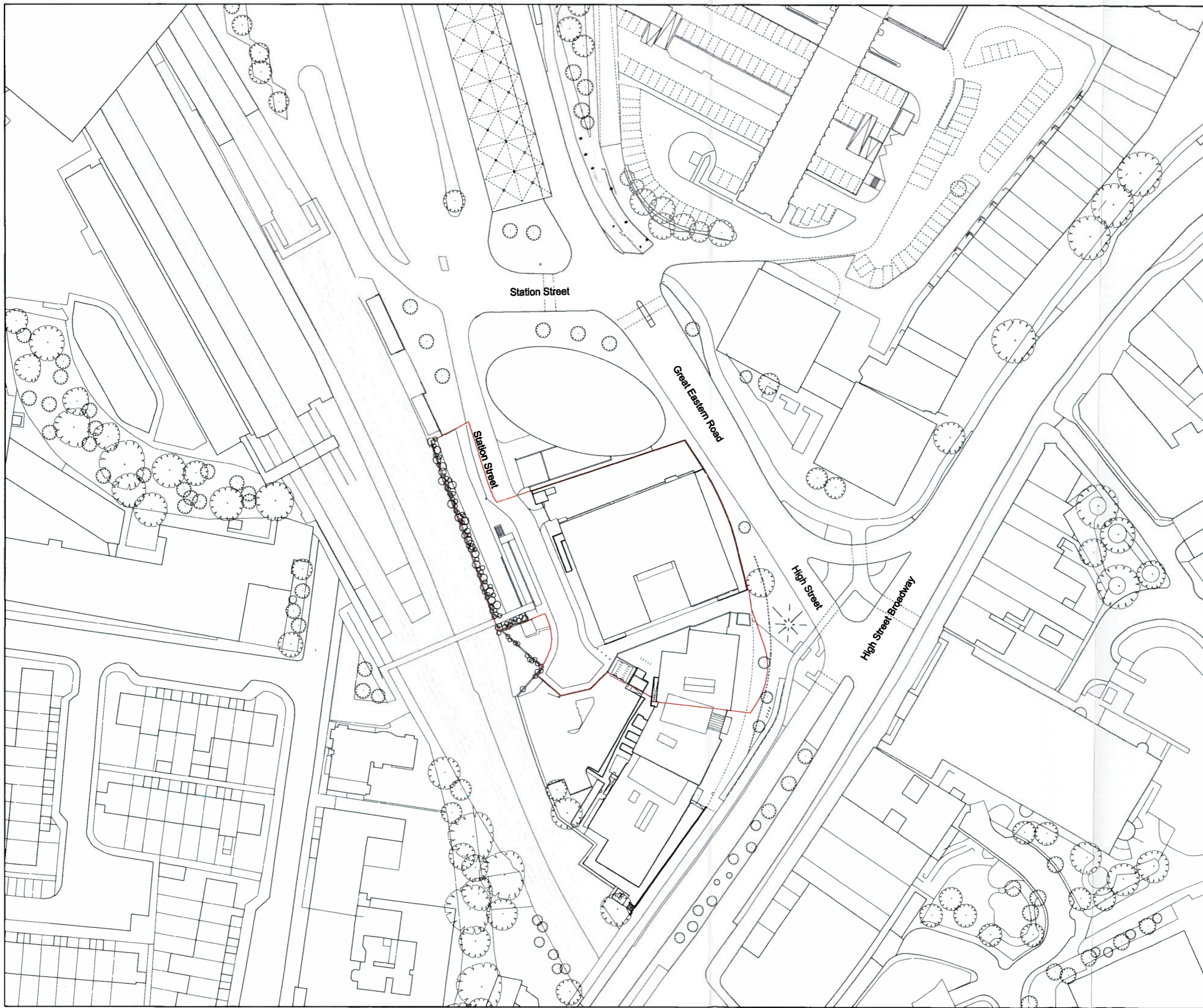
Client
 SPIRITBOND

Project name
 JUBILEE HOUSE

Drawing title
 DRAFT DEMISE PLAN
 LEVEL 05

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A

project	originator	volume	level	type	title	drawing no.
18135	AHMM			SK	A	406



notes

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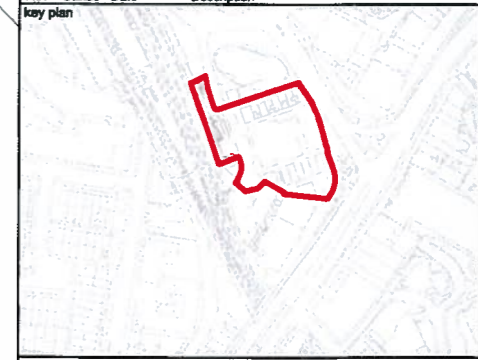
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11



Rev	Status	Date	Description
01	PL	11.02.22	For Planning



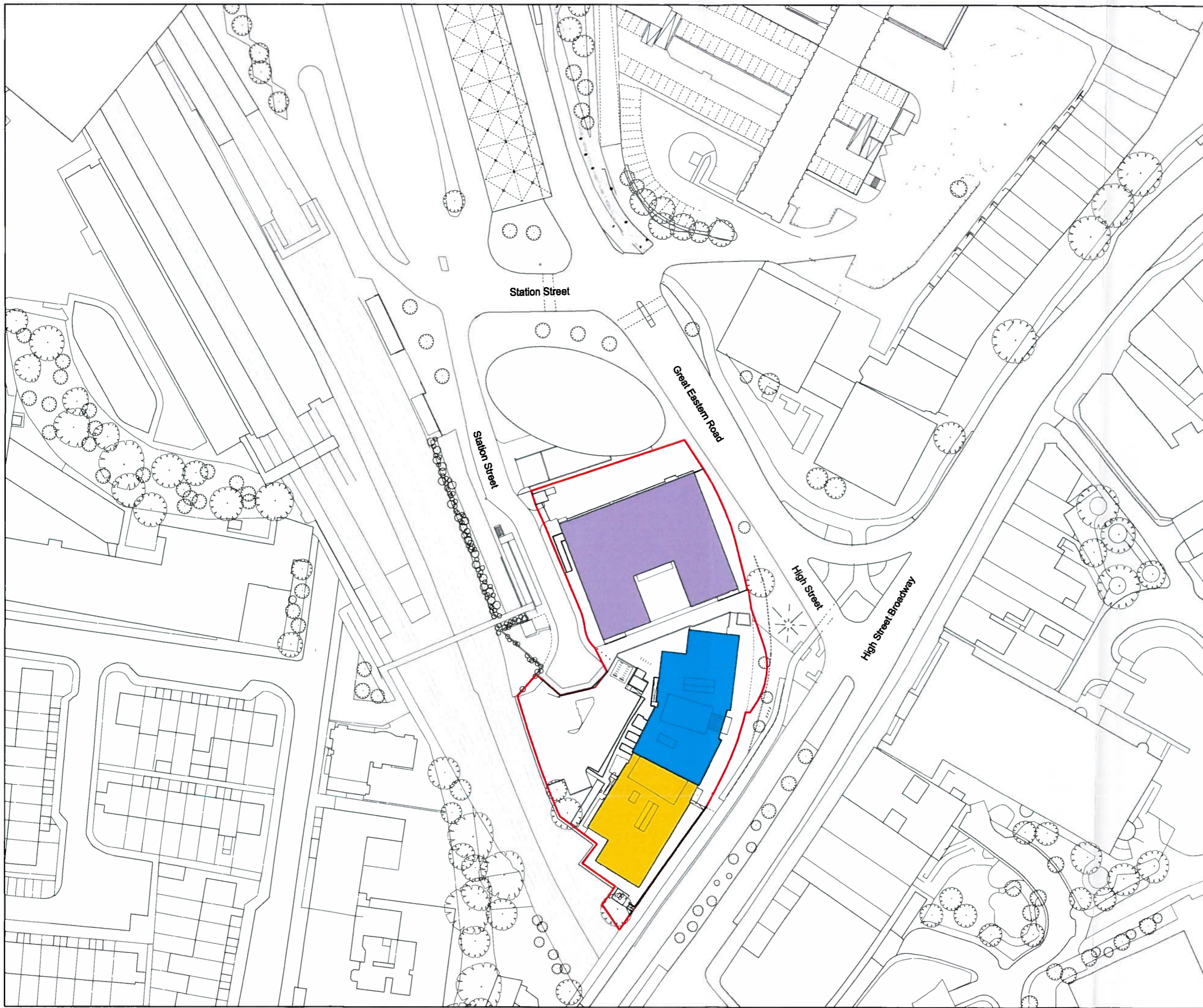
ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS Ltd.
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5281 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
PLAN 1 - APPLICATION SITE BOUNDARY

drawn	checked	scale	status	revision		
DK	BC	1:500@A1	PL	01		
project	originator	volume	level	type	role	drawing no.
18135	AHMM	X		00		P002



notes

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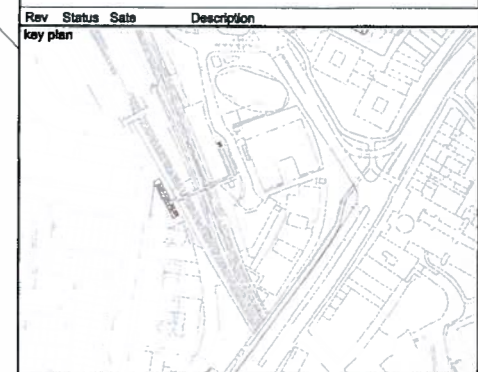
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CP 11



- JUBILEE HOUSE
- BROADWAY HOUSE
- BRIDGE HOUSE



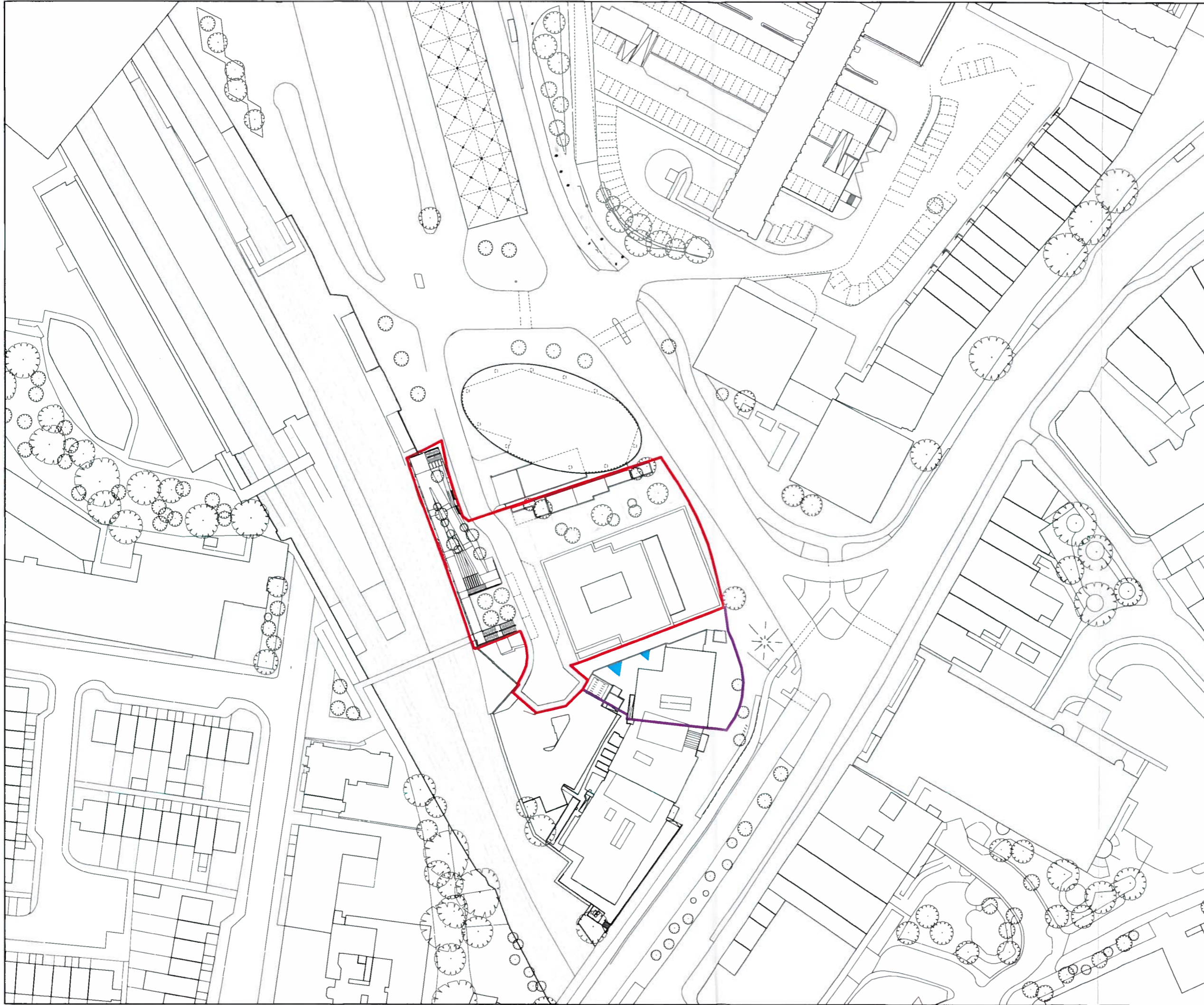
ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS Ltd.
 MORELANDS, 6-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
 SPIRITBOND

project name
 JUBILEE HOUSE

drawing title
 PLAN 1 - EXISTING BUILDINGS

drawn	checked	scale	status
DK	BC	1:500@A1	PLANNING
project	originator	volume level	type role
18135	AHMM		drawing no.



notes

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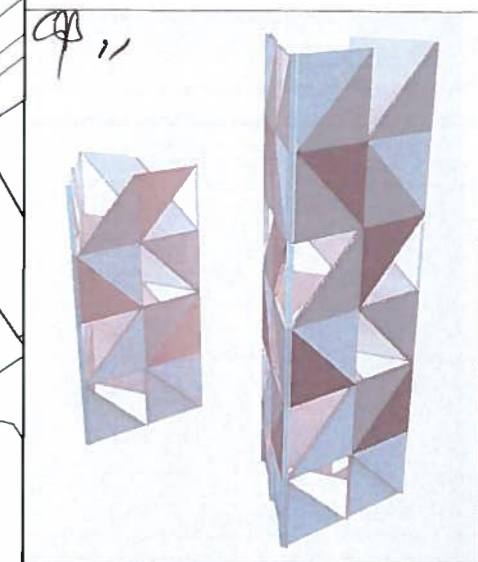
- Any alterations or additions to or discrepancies arising out of changes to the background information on which the drawings are based that was current at the time of issue, and which occur to that information after it has been issued by AHMM.

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- The accuracy of survey information provided by others or for any costs, claims, proceedings and expenses arising out of reliance on such information.

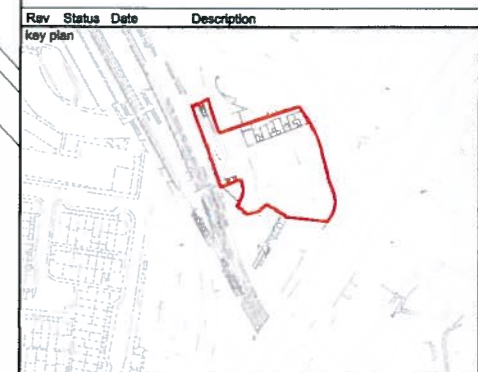
Any scaling from this drawing other than by the local planning authority solely for the purposes of the planning application to which it relates.

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LOCATION OF WIND TOTEMS

- PHASE 1
- PHASE 1A



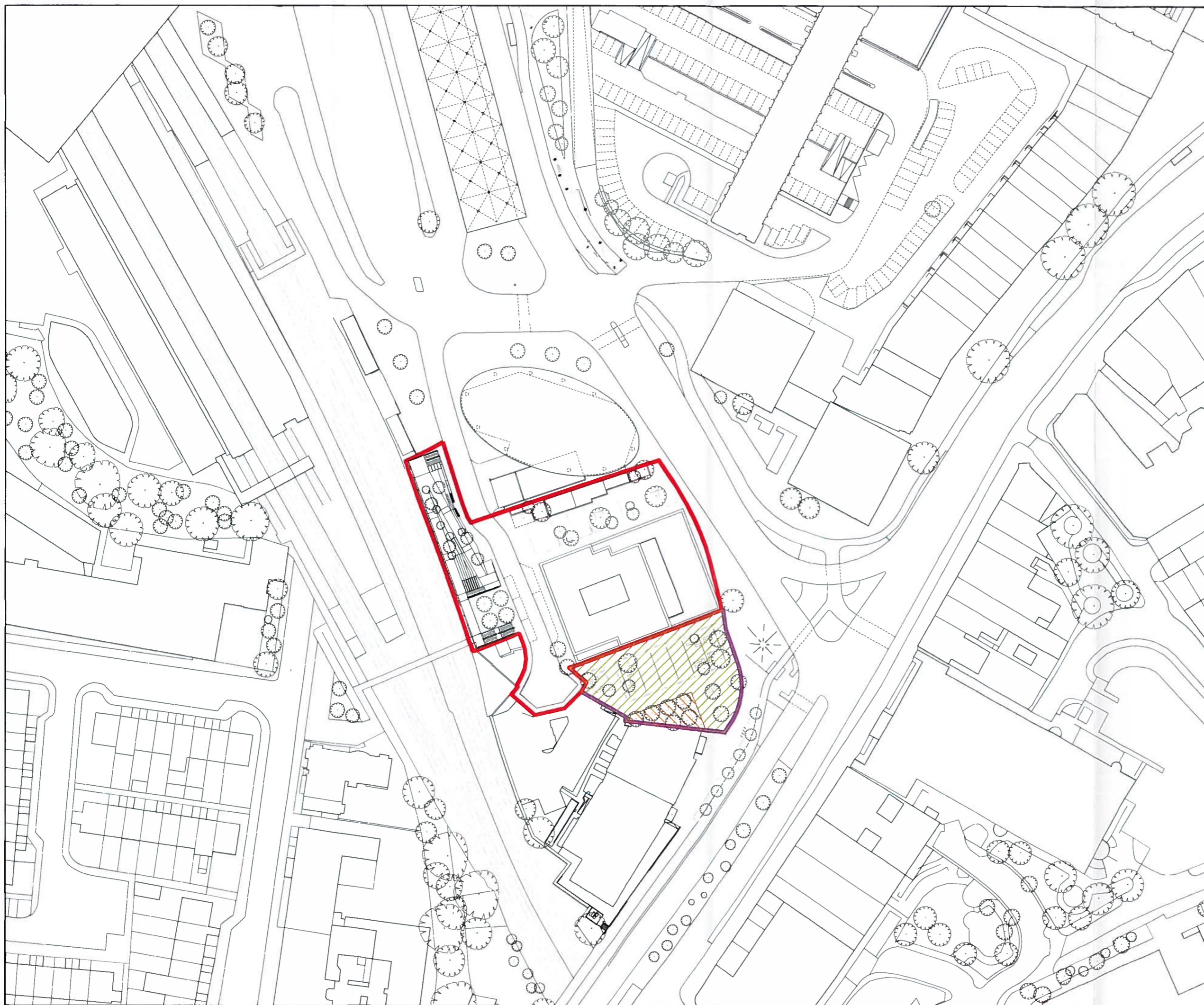
ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS Ltd.
 MORELANDS, 6-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
PLAN 2 - PROPOSED PHASE 1 PLAN

drawn	checked	scale	status	revision		
DK	BC	1:500@A1	PL			
project	originator	volume	level	type	role	drawing no.
18135	AHMM	SK				300



notes

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CP

- PHASE 1A PERMANENT LANDSCAPING
- PHASE 1A TEMPORARY LANDSCAPING
- PHASE 1
- PHASE 1A



Rev	Status	Date	Description
key plan			



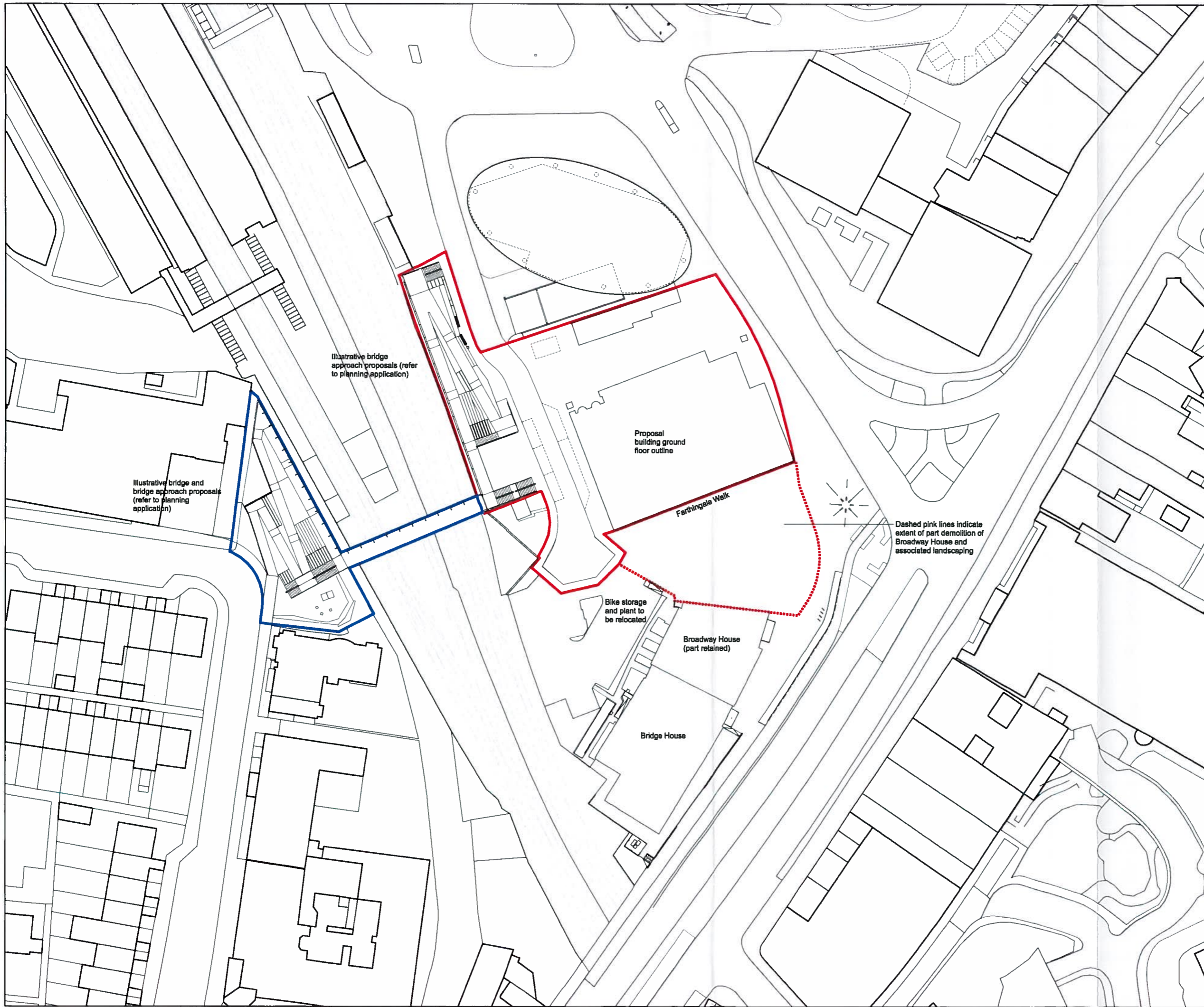
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 ARCHITECTS Ltd.
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5281 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
PLAN 3 - PROPOSED PHASE 1A PLAN

drawn	checked	scale	status	revision		
DK	BC	1:500@A1	PL			
project	originator	volume	level	type	role	drawing no.
18135	AHMM	SK				301



- notes
- PART APPLICATION REDLINE (PHASE 1)
 - PART APPLICATION REDLINE (PHASE 1a)
 - APPLICATION REDLINE COMPRISES PHASE 1 & PHASE 1A REDLINES
 - JUPP ROAD BRIDGE DESIGN WORKS (Subject to separate planning application)

98 "

Illustrative bridge approach proposals (refer to planning application)

Illustrative bridge and bridge approach proposals (refer to planning application)

Proposal building ground floor outline

Farthingale Walk

Dashed pink lines indicate extent of part demolition of Broadway House and associated landscaping

Bike storage and plant to be relocated

Broadway House (part retained)

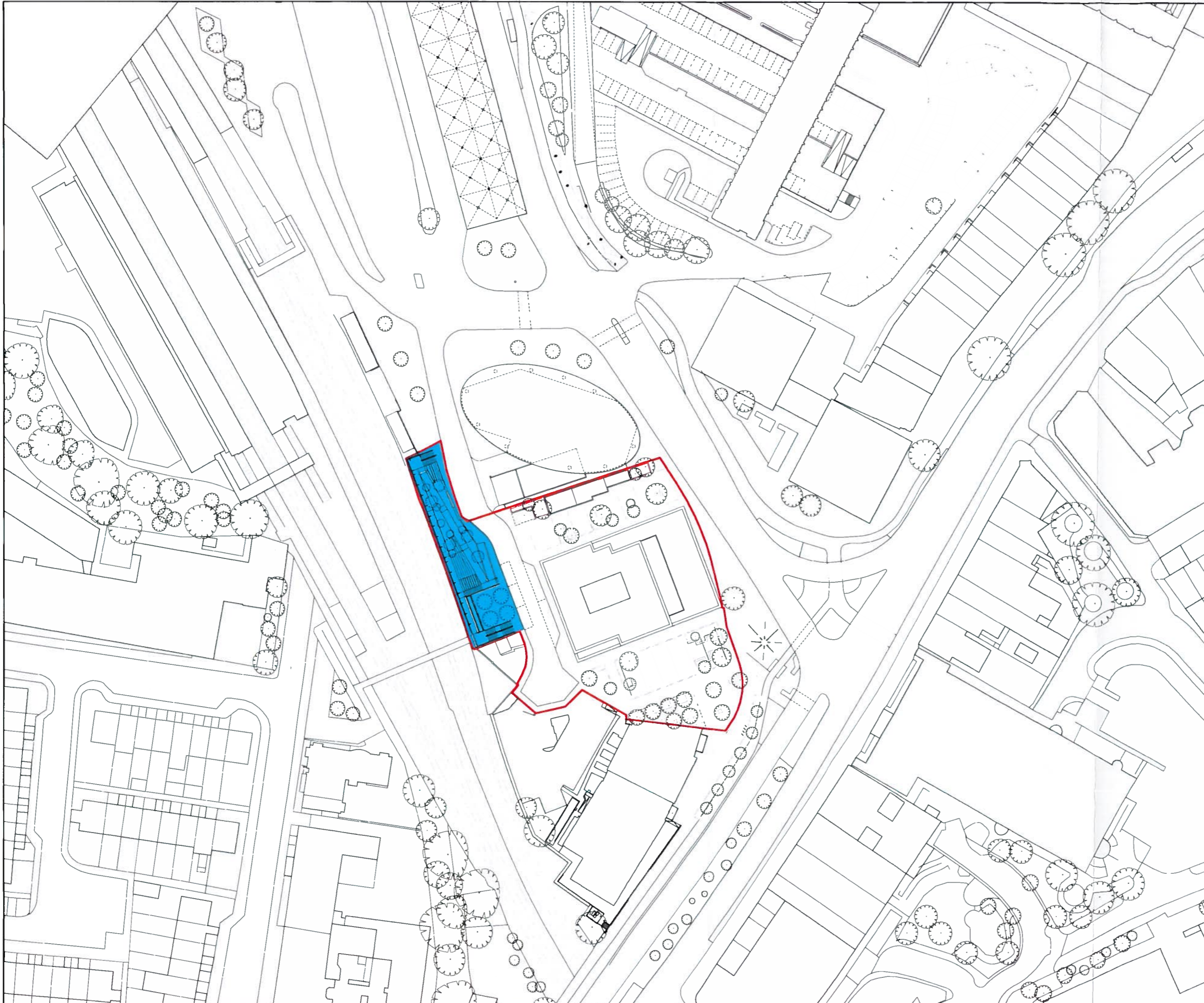
Bridge House

01	I	22/02/22	For information
Rev	Status	Date	Description
key plan			

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client
SPIRITBOND
 project name
JUBILEE HOUSE
 drawing title
PLAN 4 - JUPP ROAD WESTERN ACCESS

drawn	checked	scale	wp	stage	status	revision
MW	NTS				I	01
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK		314



notes

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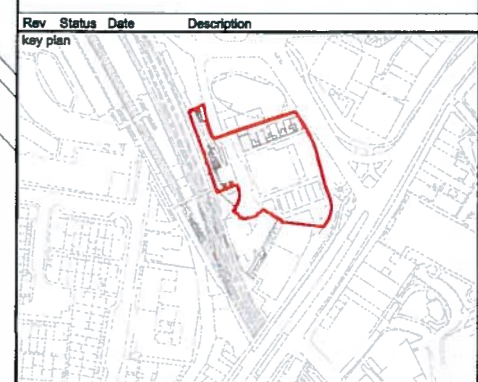
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CPB ..

JUPP ROAD EAST RAMP WORKS



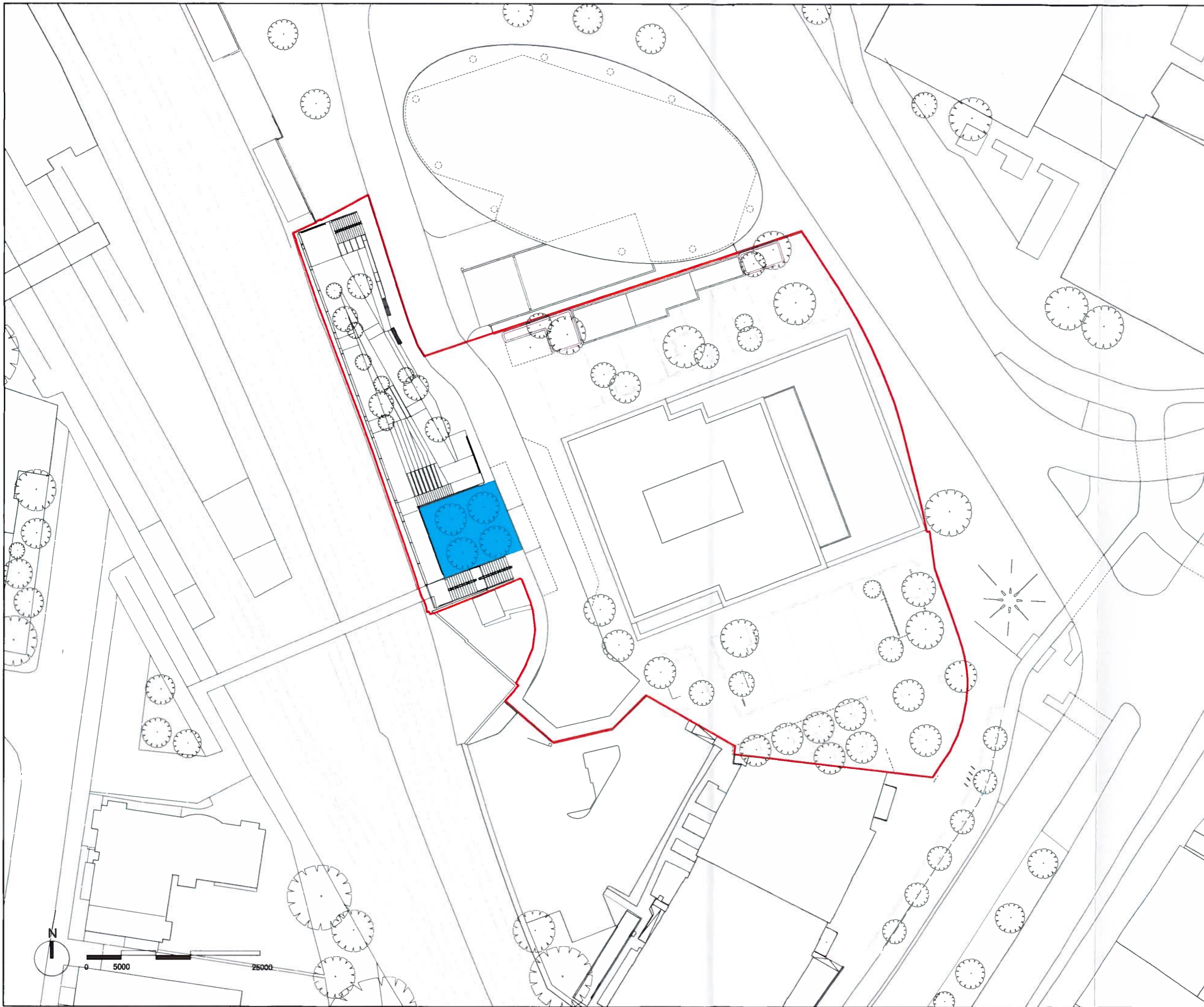
ALLFORD HALL MONAGHAN MORRIS
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 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
PLAN 5 - JUPP ROAD EASTERN RAMP

drawn	checked	scale	status			
DK	BC	1:500@A1	PLANNING			
project	originator	volume	level	type	role	drawing no.
18135	AHMM	SK				302



notes

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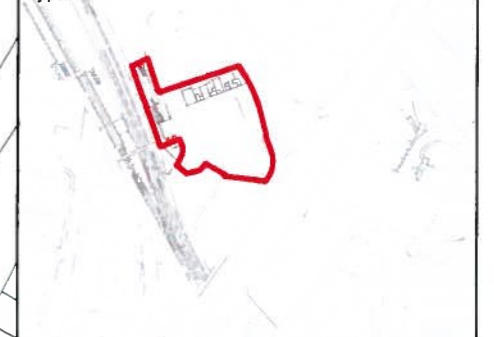
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POCKET PARK

Handwritten initials

00	1	22/03/22	For Info
Rev	Status	Date	Description



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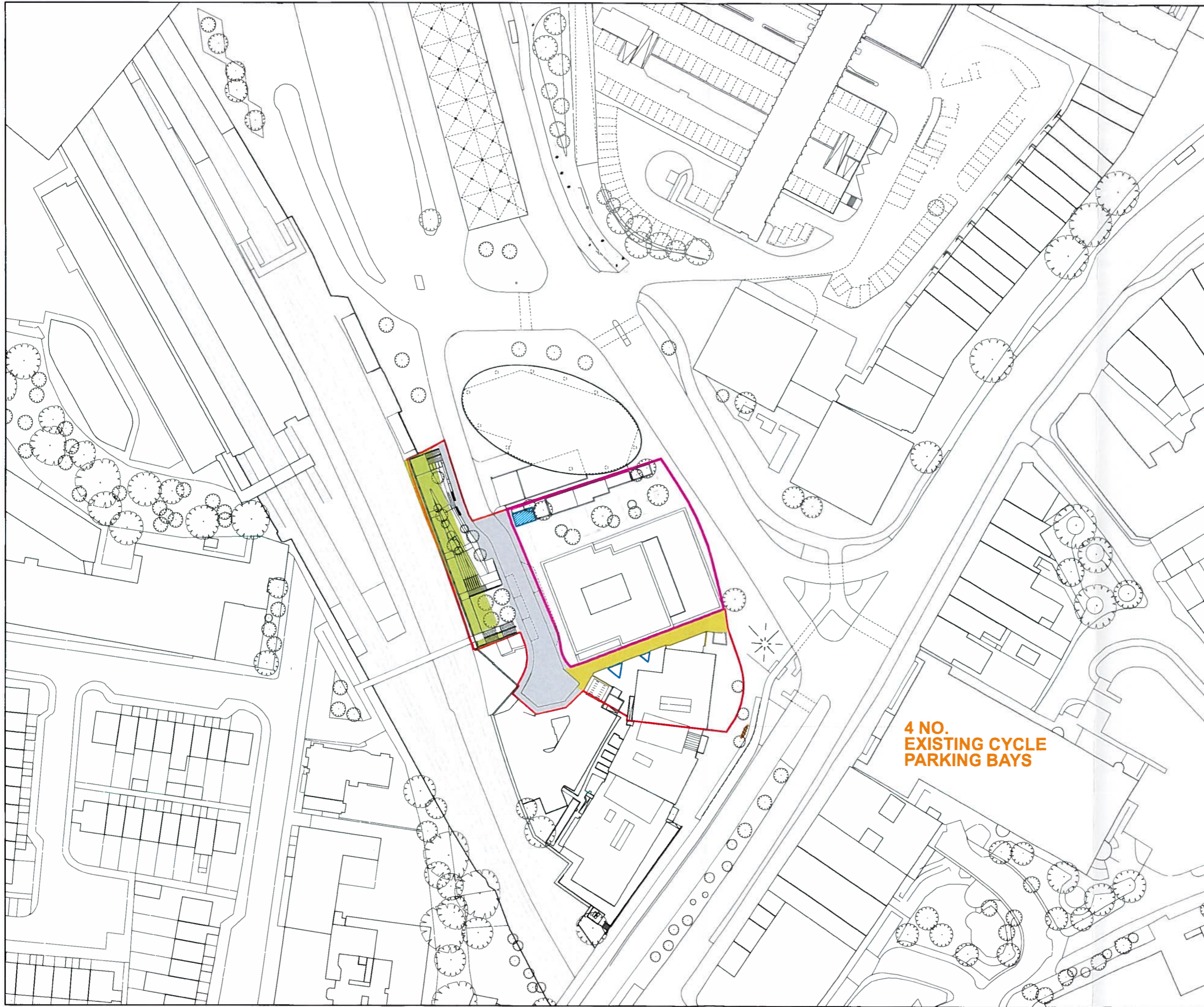
client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
PLAN 6 - POCKET PARK

drawn	checked	scale	status	revision
DK	BC	1:250 @ A1	PL	00
project	originator	volume	level	type
18135	AHMM			SK
				role
				drawing no.
				316





notes

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CP

- Application Redline Boundary
- Ownership line
- Extent of London Borough of Newham Land within application boundary applicable to Eastern Approach to Jupp Road Bridge
- LBN Highway Works
- Stage 2 Highway Works
- ▴ Temporary Wind Mitigation Totem (2no.)
- On Site Blue Badge Parking (1no.)

N

4 NO. EXISTING CYCLE PARKING BAYS

Rev	Status	Date	Description
01	PL	17/02/22	For Information



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client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title

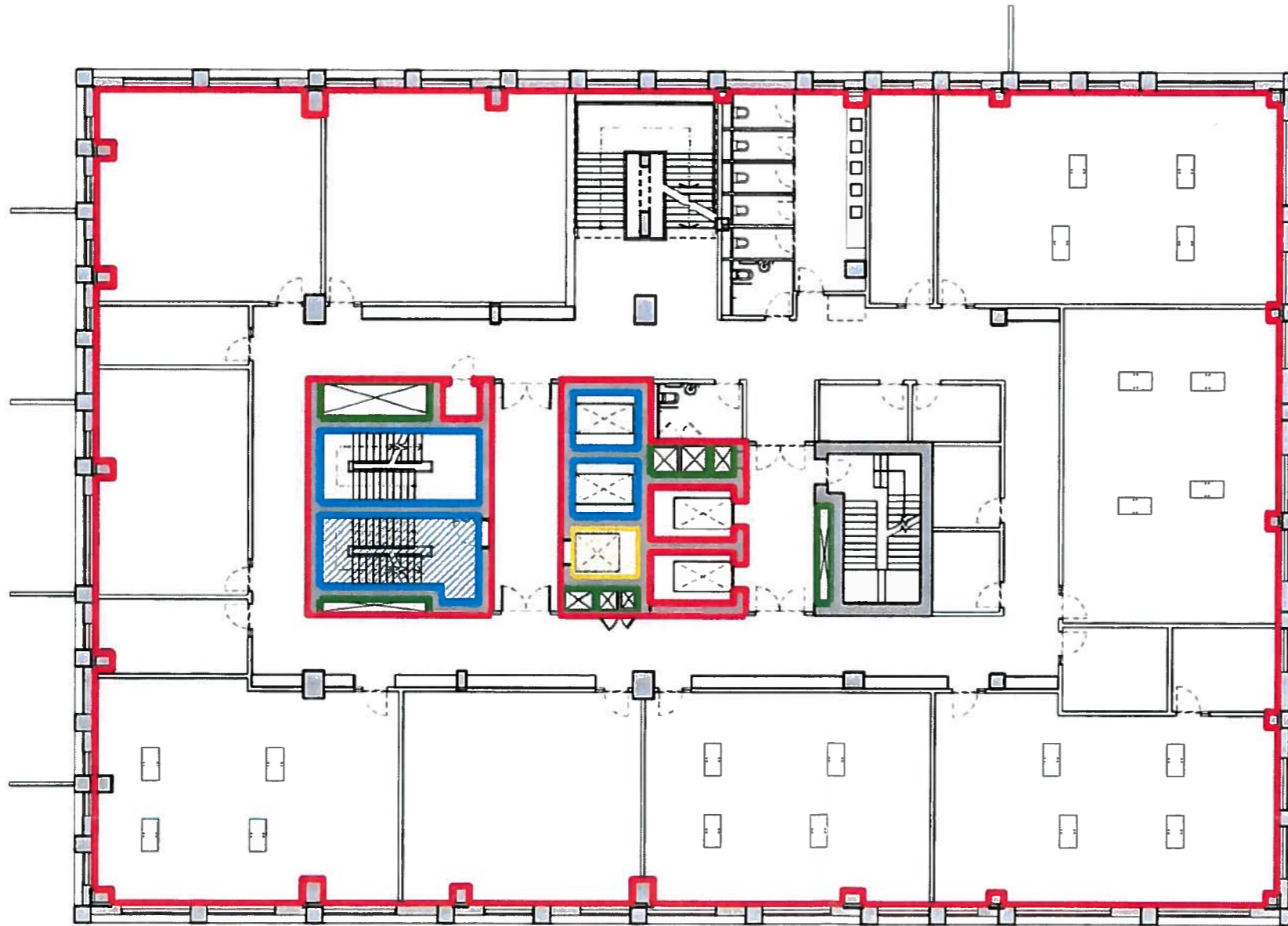
Plan 7 - LBN Highway Works

drawn	checked	scale	status	revision		
DK	BC	1:500@A1	PL	01		
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK		315

Plan 8A

Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord



Nil. For Discussion only.
Stage 2 Design prior to submission of the Planning Application.
Subject to ongoing design development.

notes
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cap
97

A	Info	13/11/21	Agreement for Lease
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Rev	Status	Date	Description

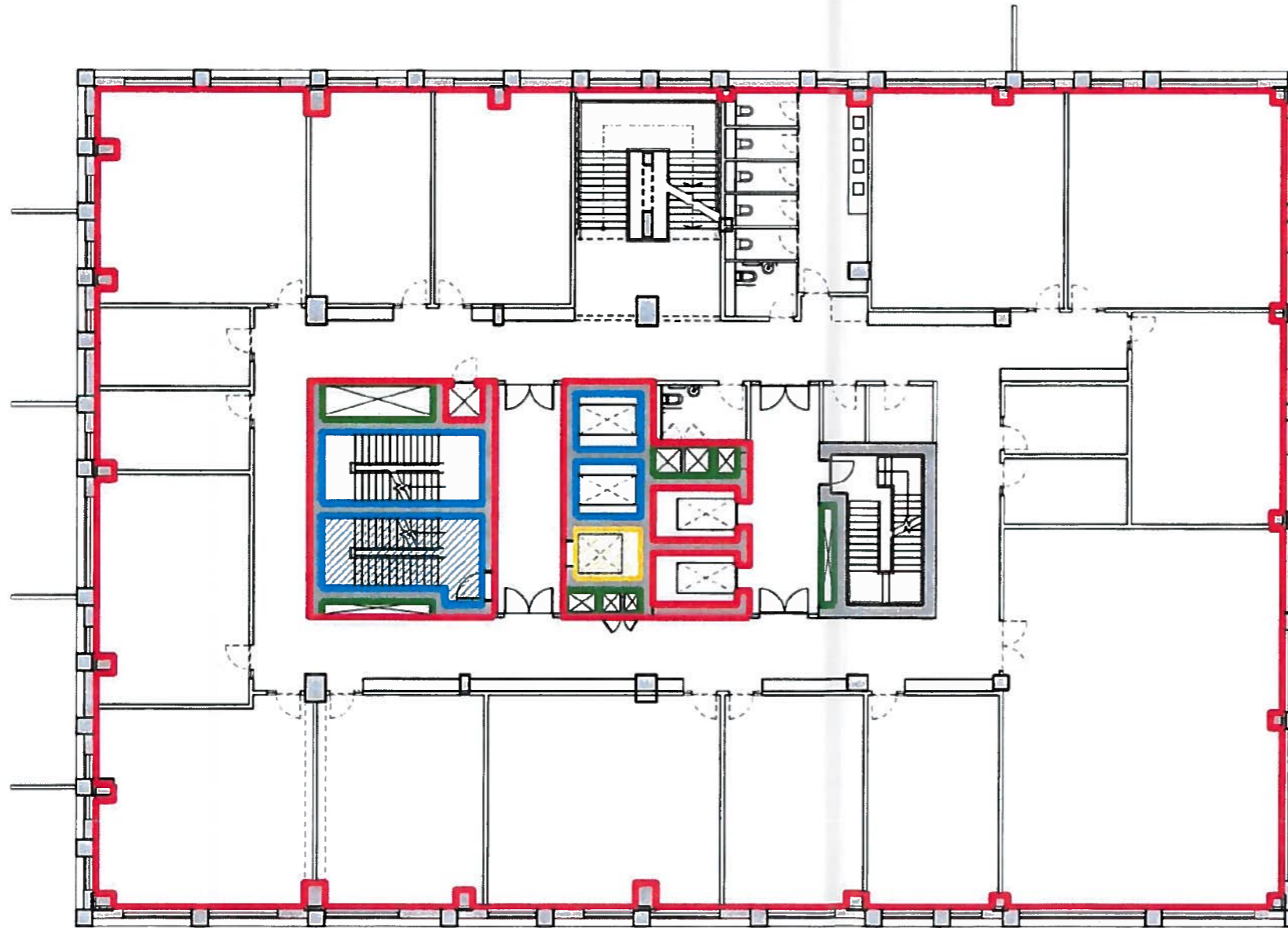
Key plan

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MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 5261 FAX 020 725 15123 WEB WWW.AHMM.CO.UK

client
SPRITBOND
project name
JUBILEE HOUSE
drawing title
**DRAFT DEMISE PLAN
LEVEL 04**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A
project	originator	volume	level	type	role	drawing no.
18.135	AHMM			SK	A	405

Plan 8B



Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

NB: For Discussion only.
Stage 2 Design prior to submission of the Planning Application.
Subject to ongoing design development.

notes

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CP
--

A	Info	13/11/21	Agreement for Lease
Rev	Status	Date	Description

key plan

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client
SPIRITBOND

project name
JUBILEE HOUSE

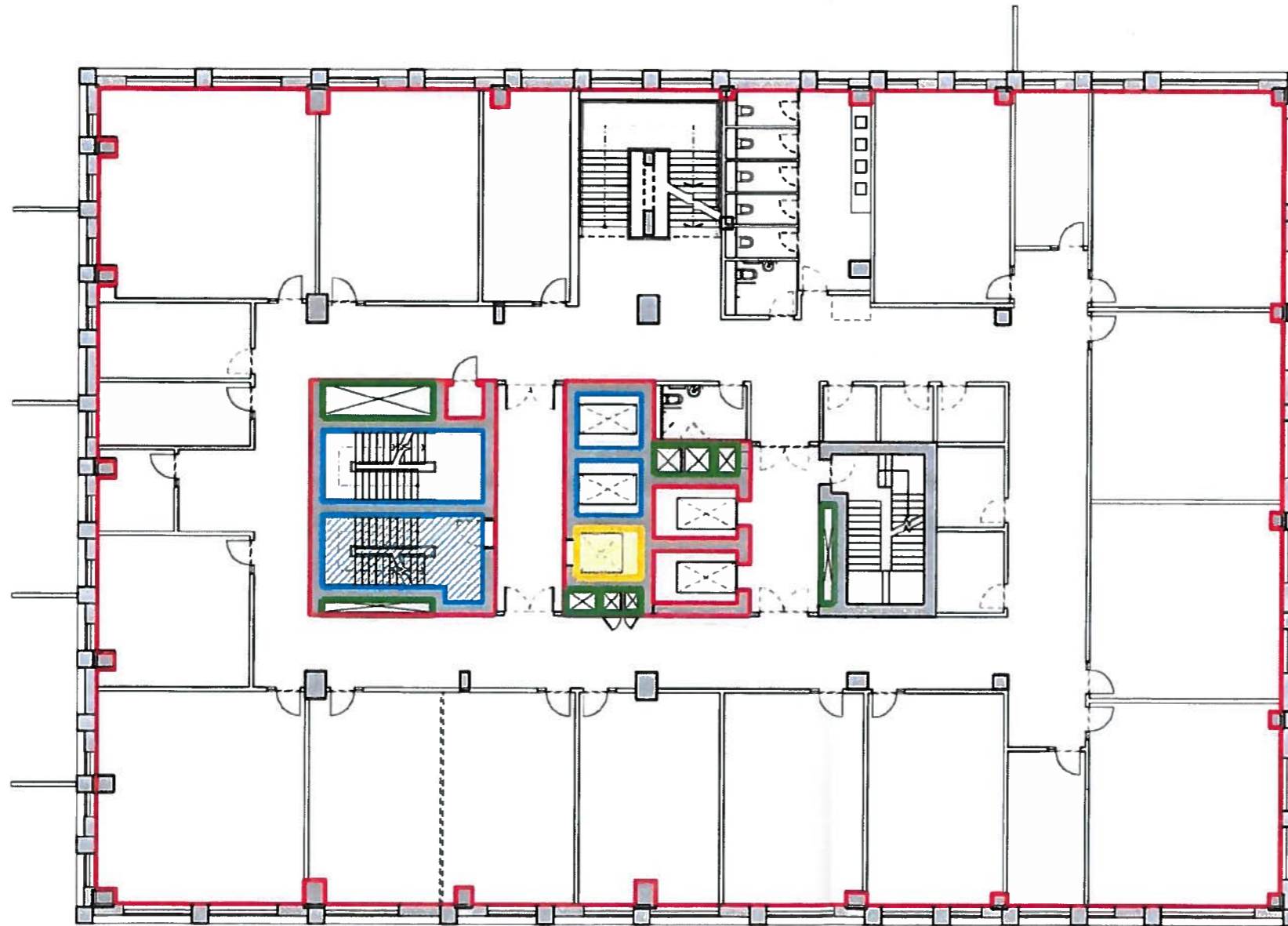
drawing title
**DRAFT DEMISE PLAN
 LEVEL 05**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	406

Plan 8C

Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord



Nil. For Discussion only.
Stage 2 Drawing prior to submission of the Planning Application.
Subject to ongoing design development.

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g/b

C	Info	07/12/21	Server/Workroom realisation
B	Info	19/11/21	Agreement for Lease
A	Info	12/11/21	Agreement for Lease

Rev	Status	Date	Description
key plan			

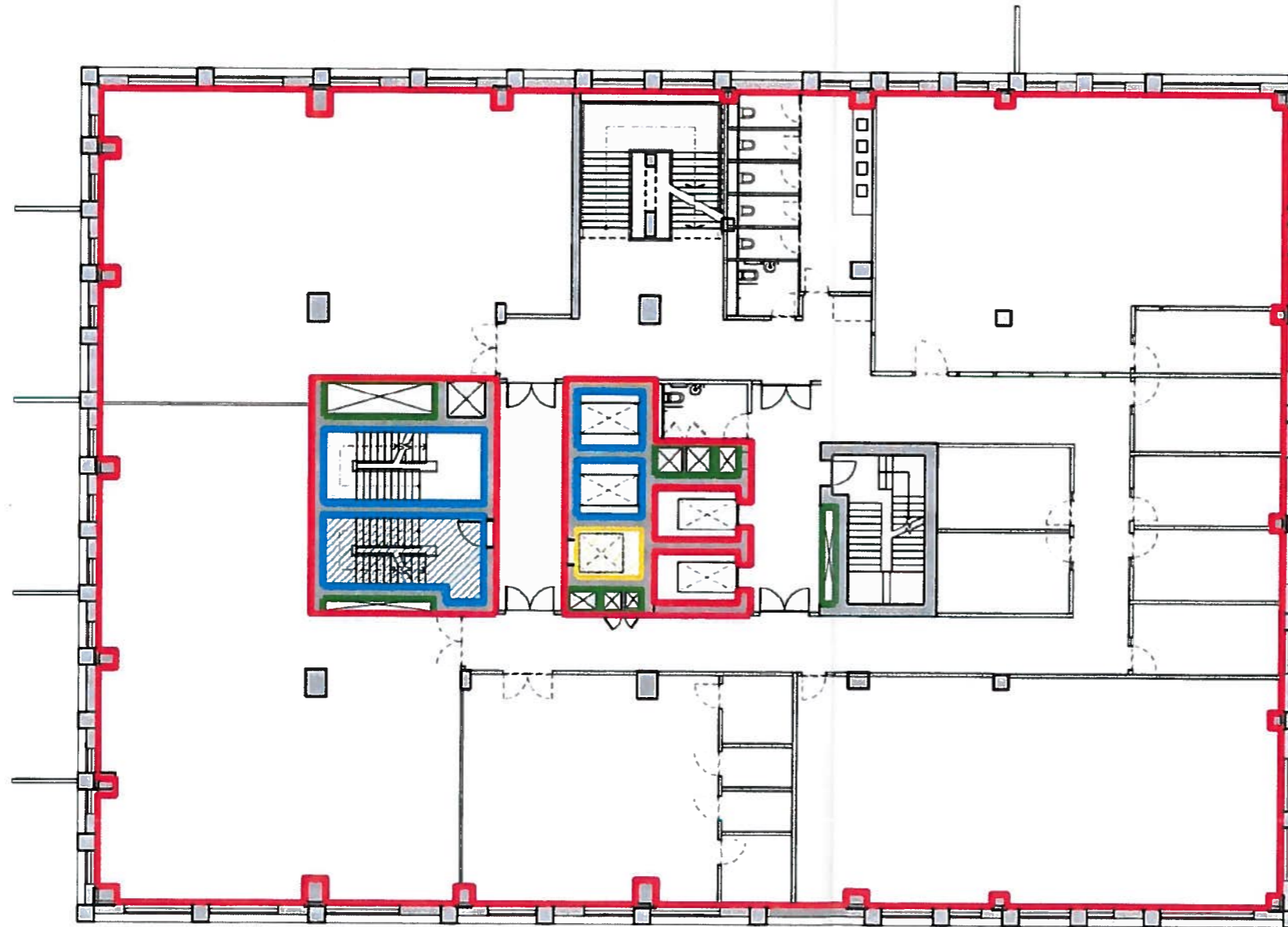
ALLFORD HALL MONAGHAN MORRIS
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MORLELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 0251 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

Client: **SPIRITBOND**

project name: **JUBILEE HOUSE**
drawing title: **DRAFT DEMISE PLAN LEVEL 02**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		C
project	originalist	volume	level	type	role	drawing no.
18135	AHMM			SK	A	403

Plan 8D



- Key**
- Academy - Exclusive Use
 - Residential - Exclusive Use
 - Residential - Right of Access to Academy (Emergency)
 - Residential - Fire-fighting lift
 - Shared
 - Landlord

Not for Discussion only.
Stage 2 Design prior to submission of the Planning Application.
Subject to original design development.

notes

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CP //

A Inc 13/11/21 Agreement for Lease

Rev	Status	Date	Description
key plan			

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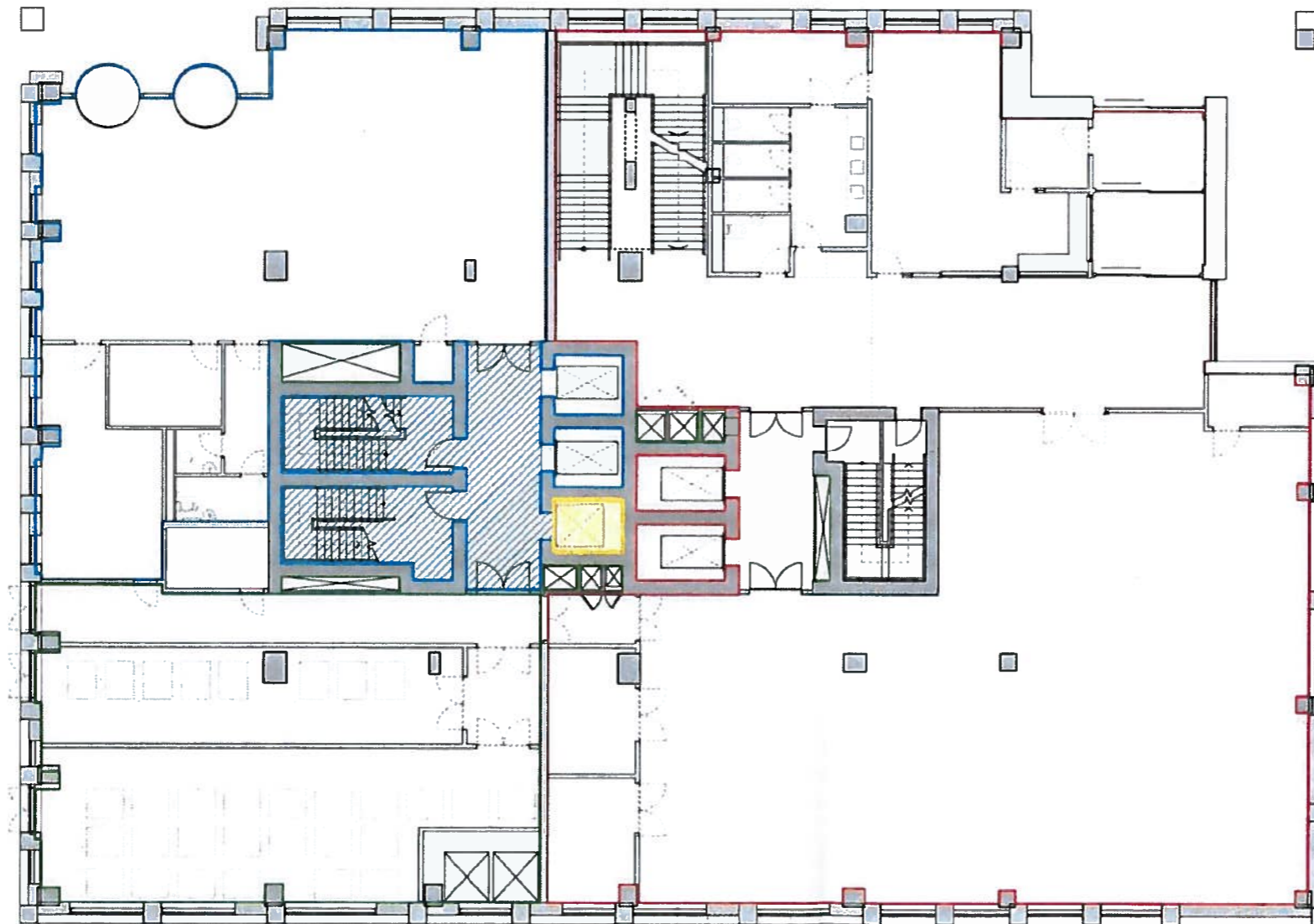
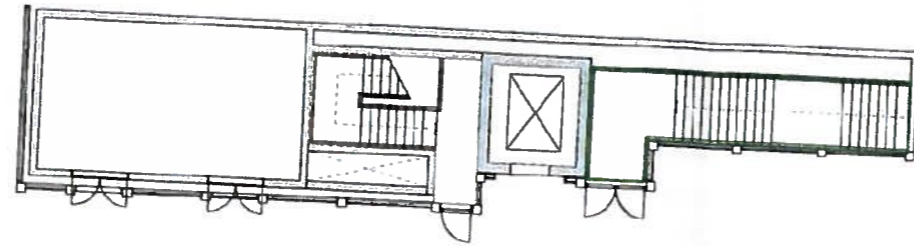
Client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
**DRAFT DEMISE PLAN
 LEVEL 01**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02	SK	A
project	originator	volume	level	type	role	drawing no.
18135	AHMM	A	00	SK		402

Plan 8E



Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

All For Discussion only. Stage 2 Design prior to submission of the Planning Application. Subject to ongoing design development.

Notes

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op //

B	Info	09/02/22	Agreement for Lease
A	Info	13/11/21	Agreement for Lease

Rev	Status	Date	Description
			key plan

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client
SPIRITBOND

project name
JUBILEE HOUSE

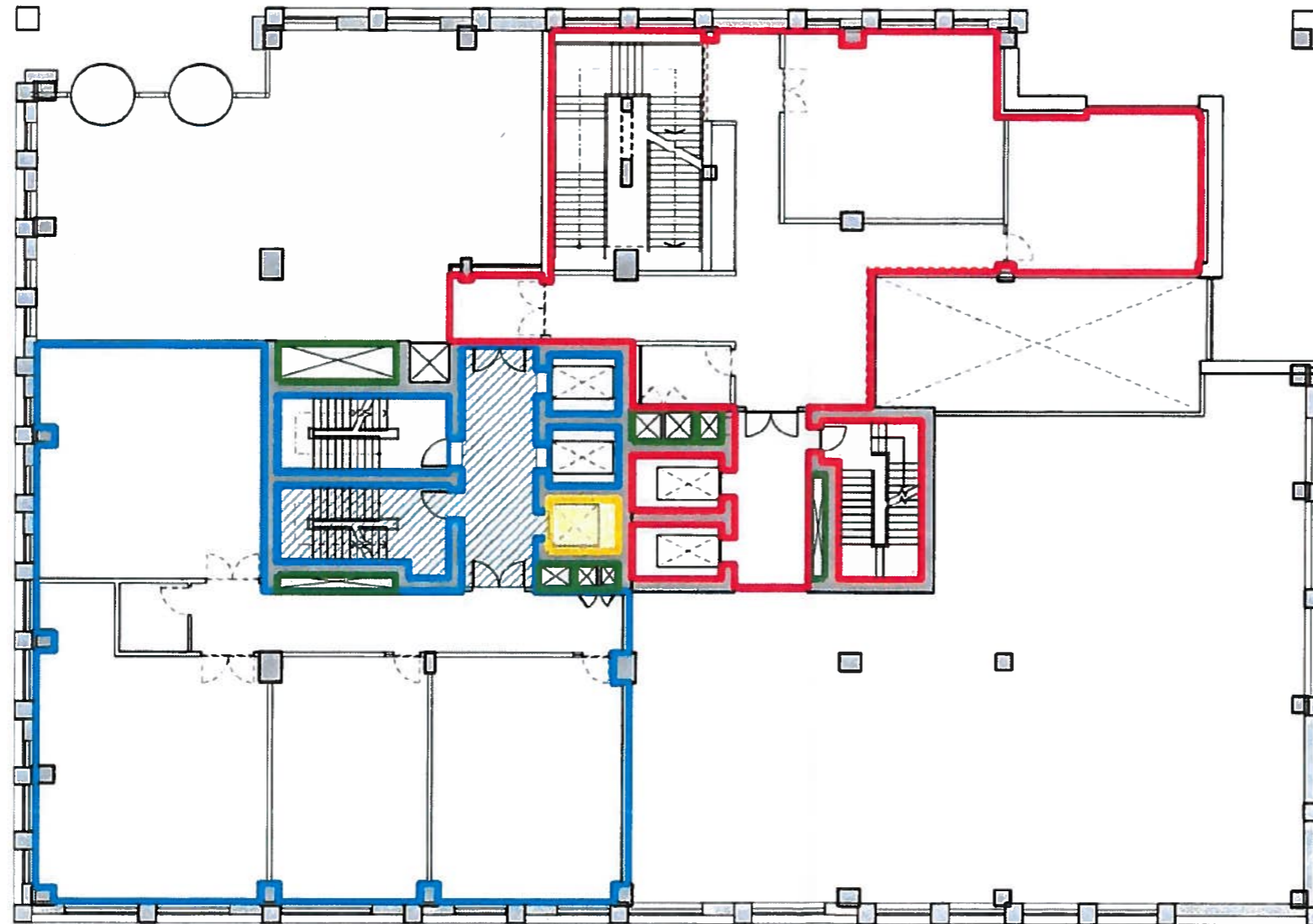
drawing title
**DRAFT DEMISE PLAN
 LEVEL 00 (GROUND)**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		B
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	400

Plan 8F

Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord



N.B. For Discussion only.
Does not constitute a final planning application.
Subject to ongoing design development.

NOTES

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ep

A	Info	13/11/21	Agreement for Lease
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Rev	Status	Date	Description
1	Issue		lay plan

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ARCHITECTS LTD,
 MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
 TEL 020 7261 5261 FAX 020 7261 5123 WEB WWW.AHMM.CO.UK

Client: **SPIRITBOND**

Project name: **JUBILEE HOUSE**

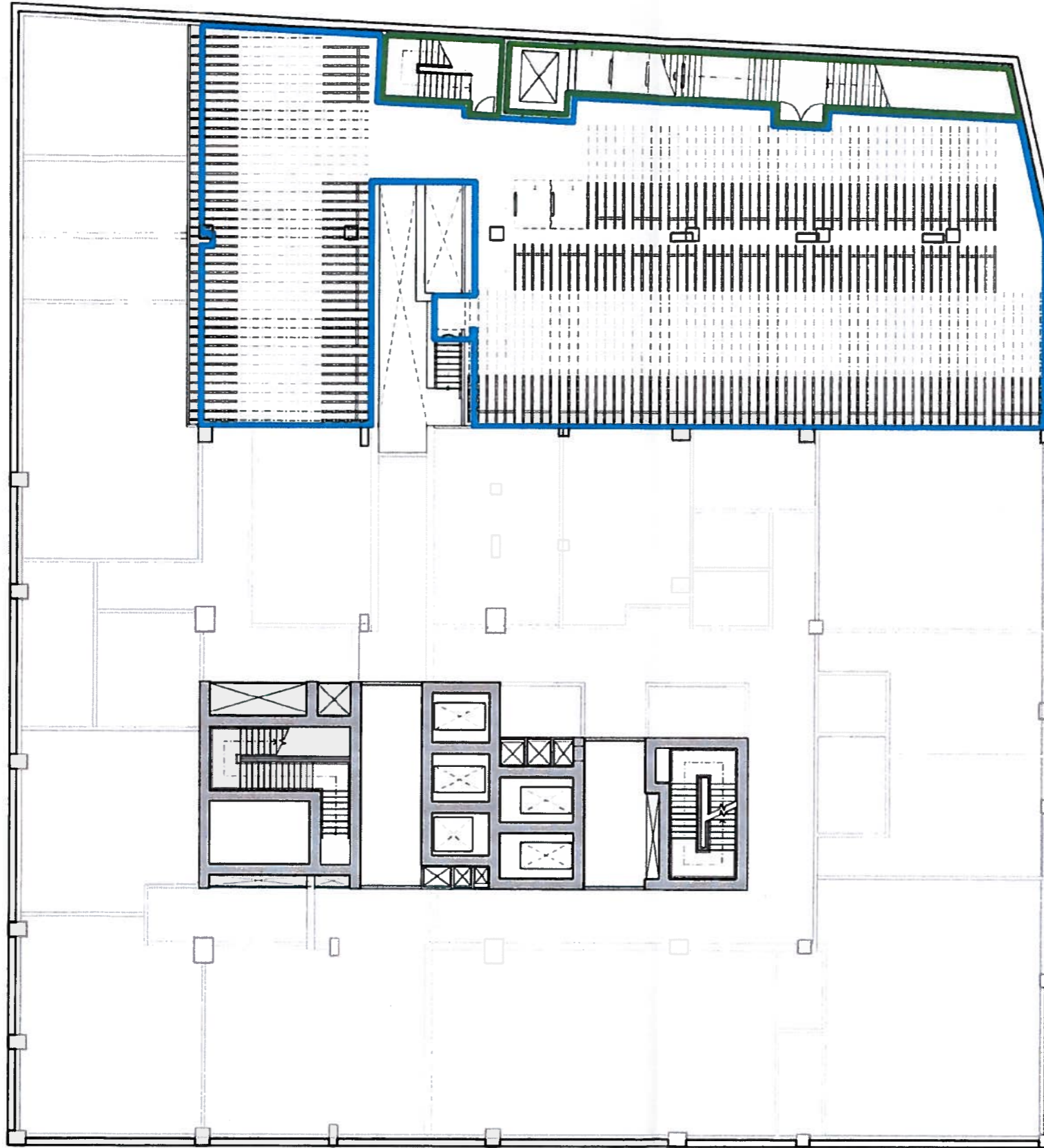
Drawing title: **DRAFT DEMISE PLAN LEVEL M (MEZZANINE)**

Drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A

Project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	401

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Plan 8G



Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

NE: For Discussion only.
Stage 2 Design prior to submission of the Planning Application.
Subject to ongoing design development.

Notes

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EP

A	Info	13/11/21	Agreement for Lease
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Rev	Status	Date	Description
key plan			

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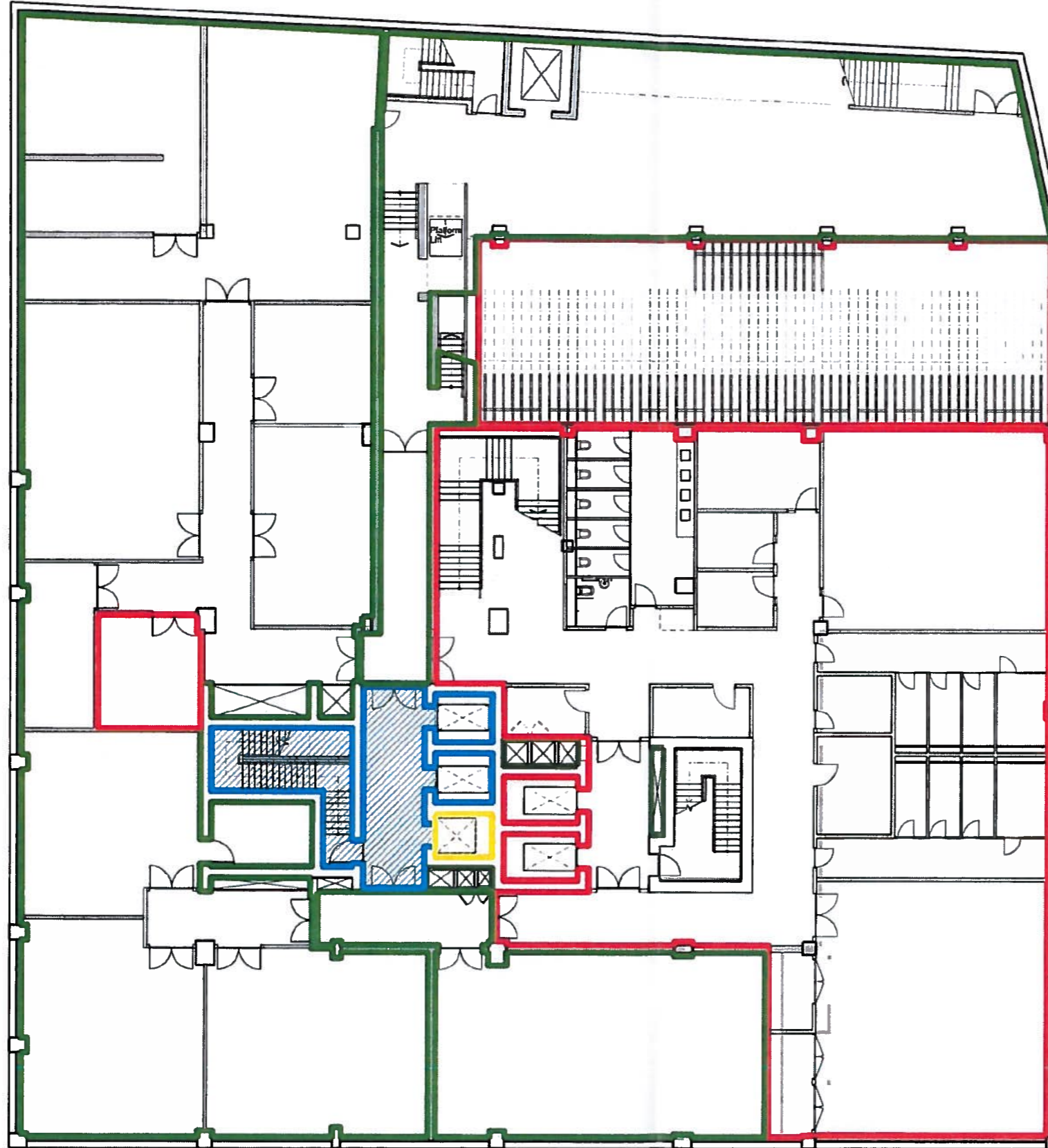
Client
 SPIRITBOND

Project name
 JUBILEE HOUSE

Drawing title
 DRAFT DEMISE PLAN
 LEVEL BM

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	399

Plan 8H



Key

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord

Nil For Discussion only.
Stage 2 Design plan for submission of the Planning Application.
Subject to ongoing design development.

notes
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ep

A	Info	13/11/21	Agreement for Lease
Rev	Status	Date	Description

Key plan

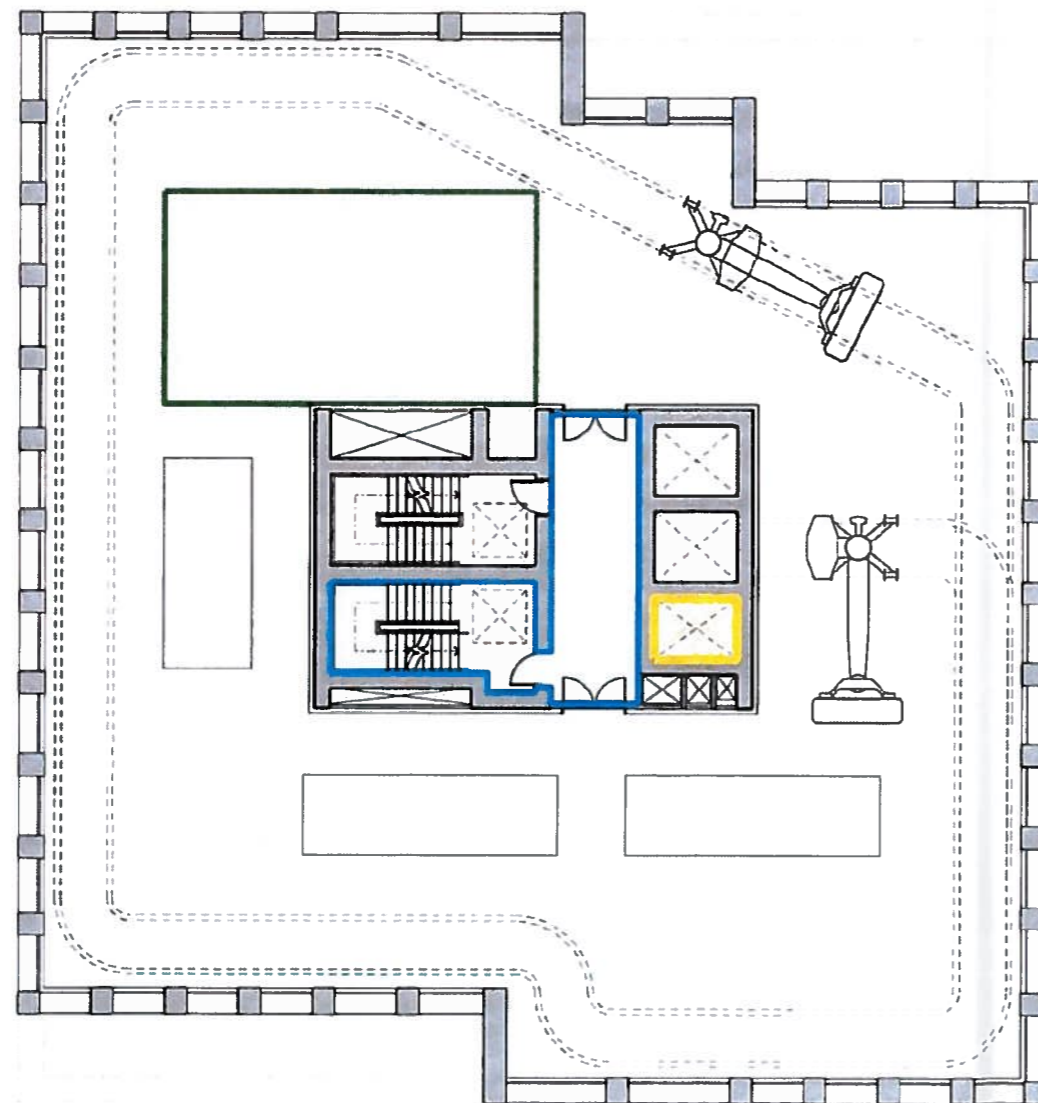
ALLFORD HALL MONAGHAN MORRIS							
<small>ARCHITECTS LTD MORELANDS, 5-23 OLD STREET LONDON EC1V 5HL TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK</small>							
<small>Client</small> SPIRITBOND							
<small>Project name</small> JUBILEE HOUSE							
<small>Drawing title</small> DRAFT DEMISE PLAN LEVEL B1							
<small>Drawn</small>	<small>Checked</small>	<small>Scale</small>	<small>Wp</small>	<small>Stage</small>	<small>Status</small>	<small>Revision</small>	
RB	BC	1:100@A1		02		A	
<small>Project</small>	<small>Originator</small>	<small>Volume</small>	<small>Level</small>	<small>Type</small>	<small>Role</small>	<small>Drawing no.</small>	
18135	AHMM				SK	A 398	

Plan 81

Key

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Stage 1 drawings prior to submission of the Planning Application
Subject to ongoing design development.

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- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord



notes

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OP

A Info 13/11/21 Agreement for Lease

Rev	Status	Date	Description

key plan

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client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
**DRAFT DEMISE PLAN
LEVEL 36**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A

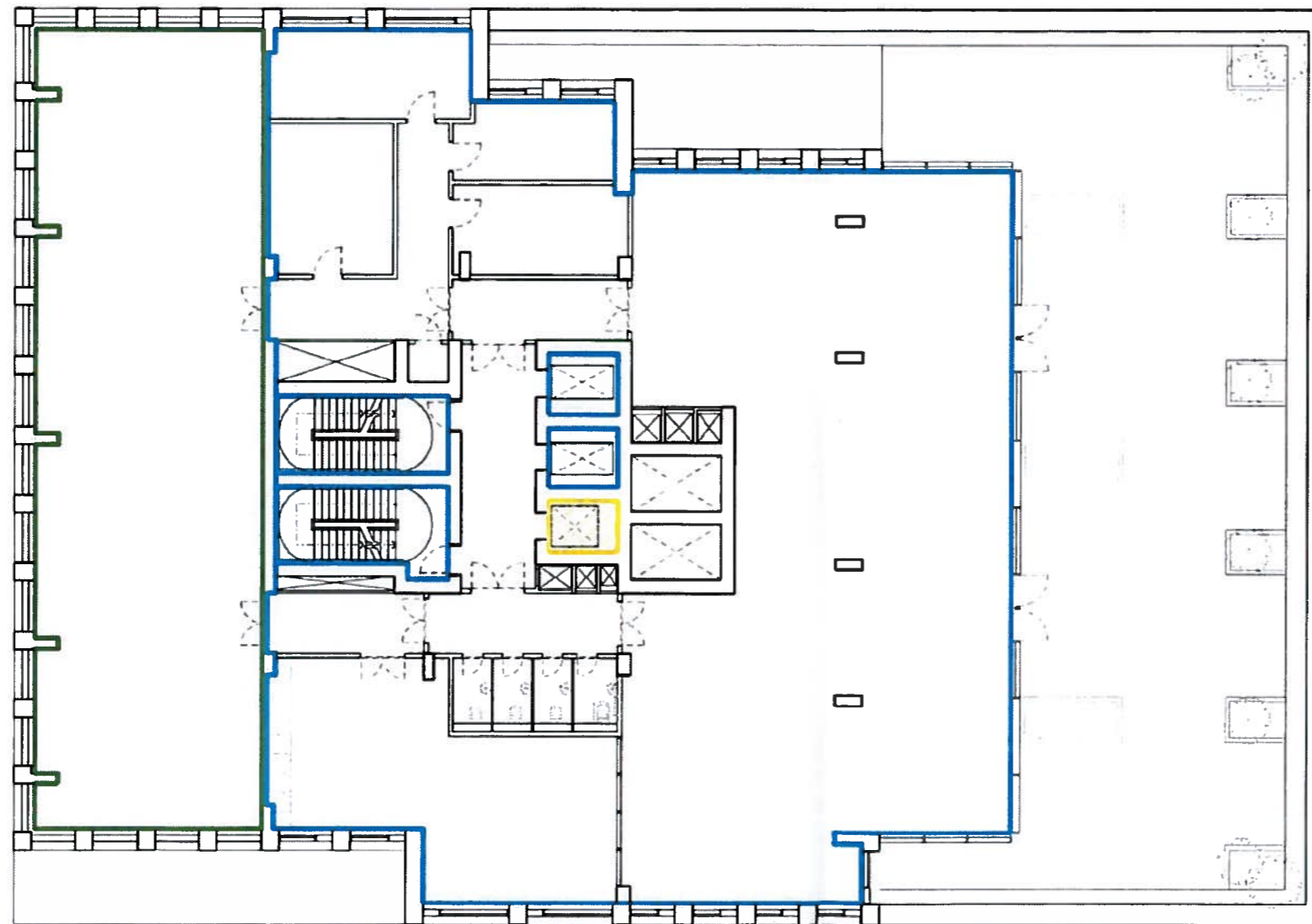
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	411

Plan 8J

Key

Nil For Discussion only.
Stage 2 Design prior to submission of the Planning Application.
Subject to ongoing design development.

- Academy - Exclusive Use
- Residential - Exclusive Use
- Residential - Right of Access to Academy (Emergency)
- Residential - Fire-fighting lift
- Shared
- Landlord



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Handwritten initials/signature

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Rev	Status	Date	Description
key plan			

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MORELANDS, 5-23 OLD STREET LONDON EC1V 5HL
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client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
**DRAFT DEMISE PLAN
LEVEL 06**



drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A

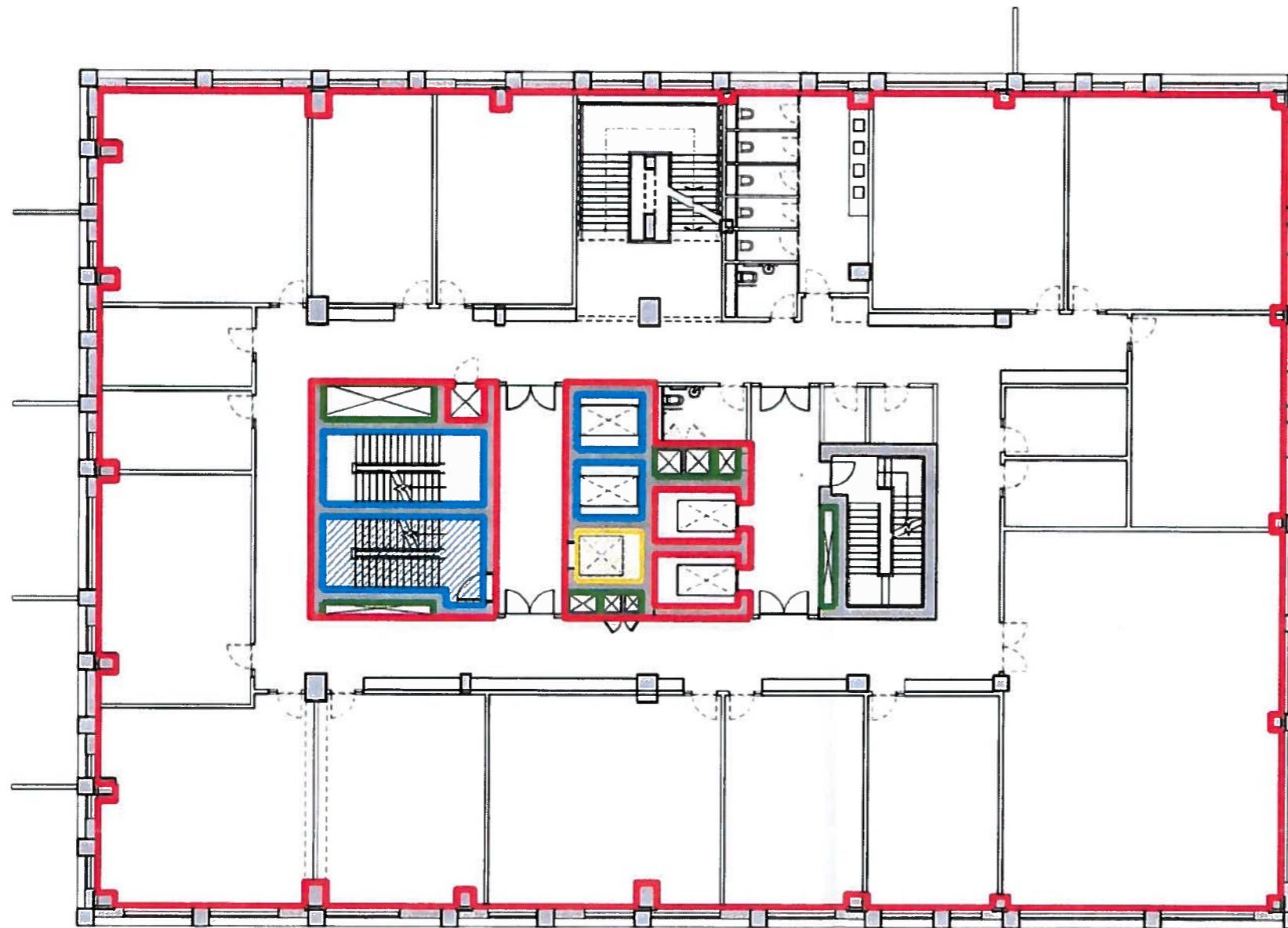
project	originator	volume	level	type	rule	drawing no.
18135	AHMM			SK	A	407

Plan 8K

Key

Not for Discussion only.
Stage 2 Design prior to submission of the Planning Application.
Subject to ongoing design development.

-  Academy - Exclusive Use
-  Residential - Exclusive Use
-  Residential - Right of Access to Academy (Emergency)
-  Residential - Fire-fighting lift
-  Shared
-  Landlord



notes

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CP

A	Info	13/11/21	Agreement for Lease
Rev	Issue	Date	Description

key plan

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Client: SPIRITBOND

Project name: JUBILEE HOUSE

Drawing title: DRAFT DEMISE PLAN LEVEL 05

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A

project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	406

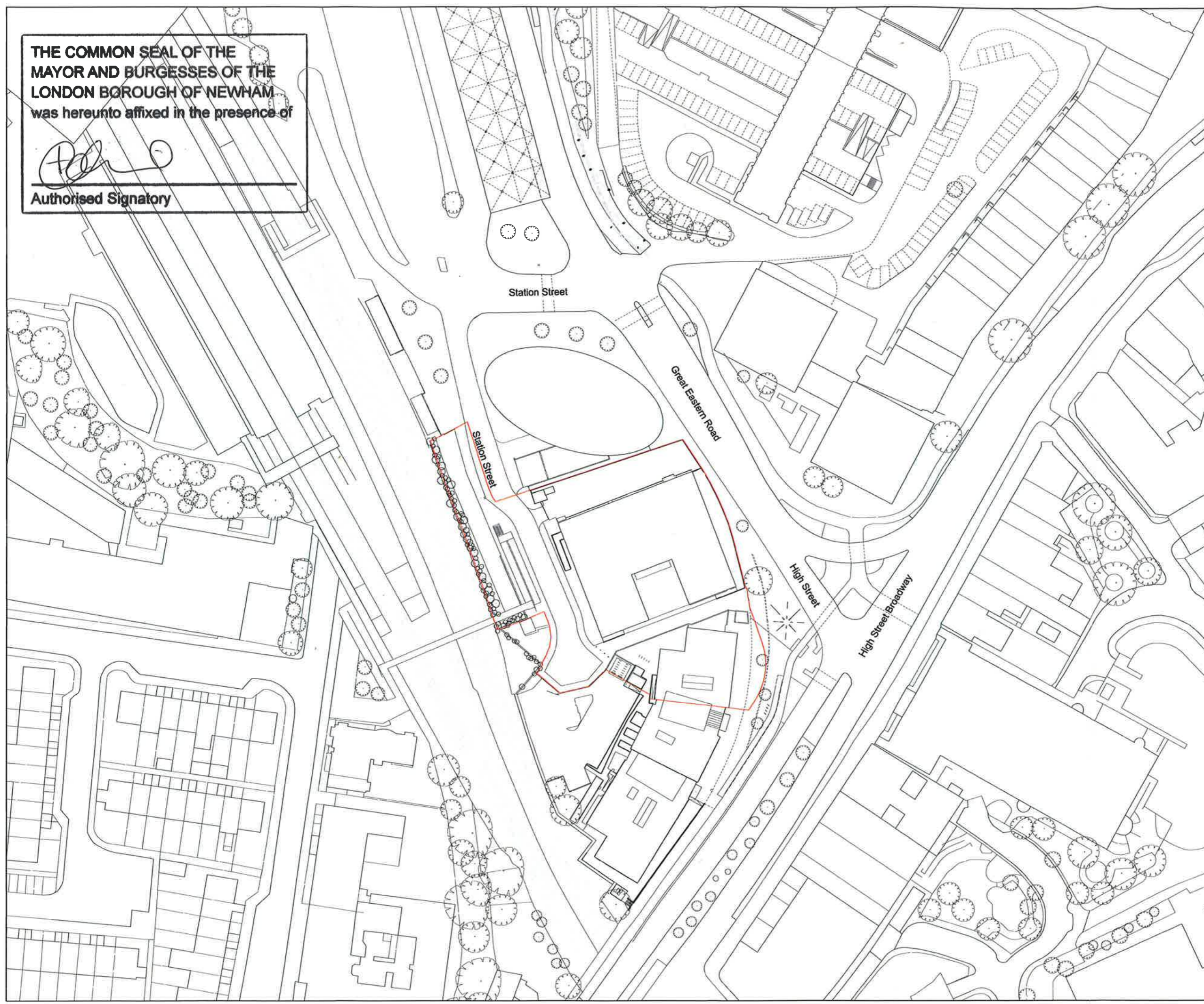
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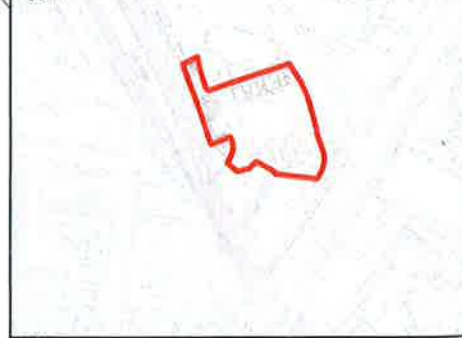
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LSM/1
2375



01	PL	11.02.22	For Planning
Rev	Status	Date	Description
Key plan			



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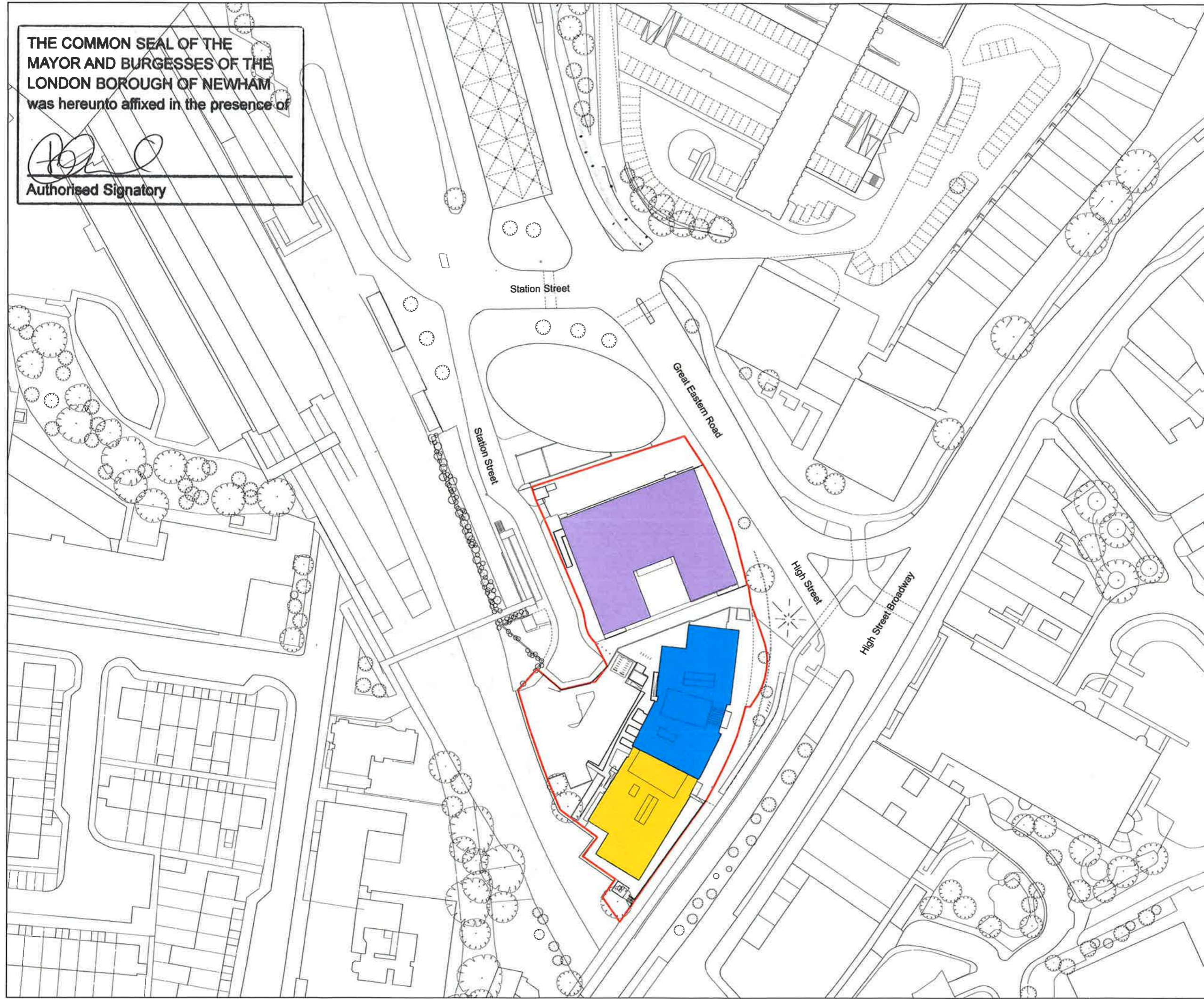
client
SPIRITBOND
project name
JUBILEE HOUSE
drawing title

PLAN 1 - APPLICATION SITE BOUNDARY

drawn	checked	scale	status	revision
DK	BC	1:500@A1	PL	01
project	originator	volume / level	type	role
18135	AHMM	X	00	P002

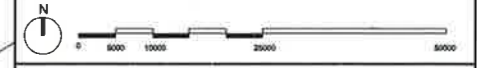
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LBNI
2375



- JUBILEE HOUSE
- BROADWAY HOUSE
- BRIDGE HOUSE



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client
SPIRITBOND
project name
JUBILEE HOUSE
drawing title

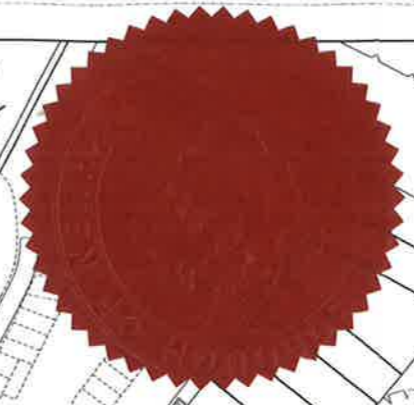
PLAN 1 - EXISTING BUILDINGS

drawn	checked	scale	status			
DK	BC	1:500@A1	PLANNING			
project	originator	volume	level	type	role	drawing no.
18135	AHMM					

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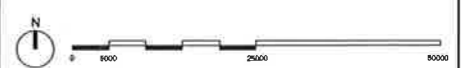
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LOCATION OF WIND TOTEMS

- PHASE 1
- PHASE 1A



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client
SPIRITBOND

project name
JUBILEE HOUSE

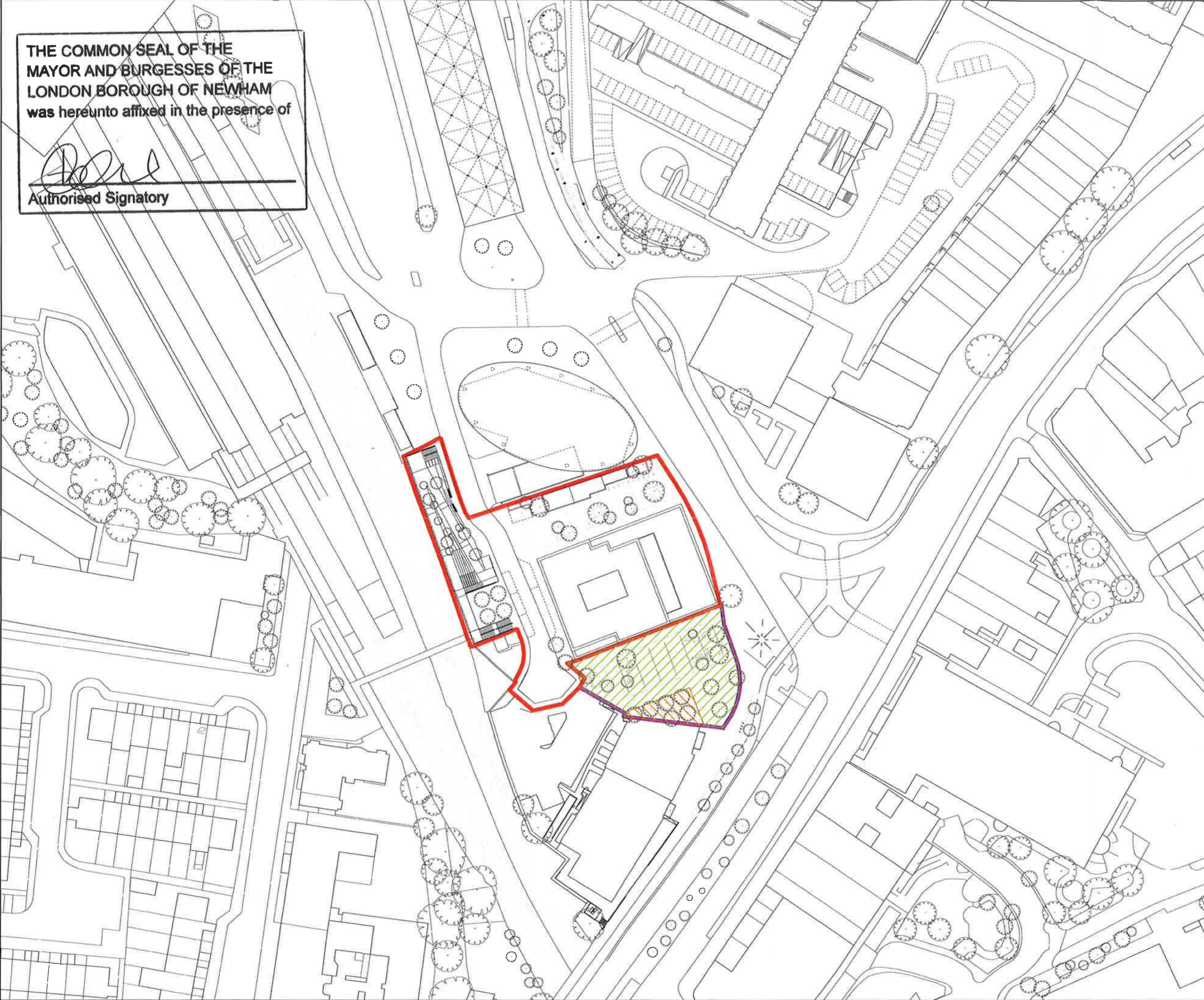
drawing title
PLAN 2 - PROPOSED PHASE 1 PLAN





drawn	checked	scale	status	revision
DK	BC	1:500@A1	PL	
project	originator	volume	level	type
18135	AHMM	SK		
			role	drawing no.
				300

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-  PHASE 1A PERMANENT LANDSCAPING
-  PHASE 1A TEMPORARY LANDSCAPING
-  PHASE 1
-  PHASE 1A



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client
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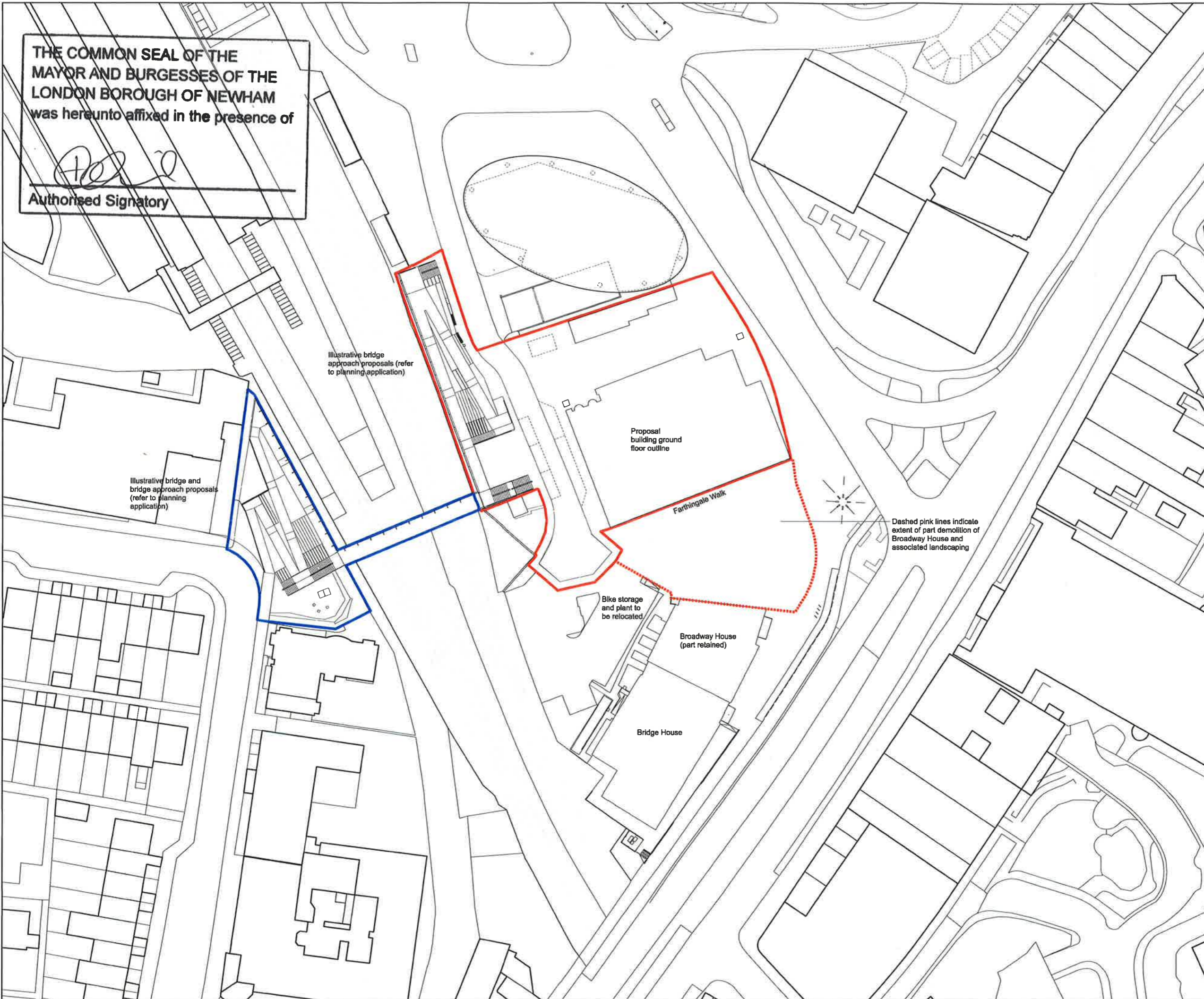
project name
JUBILEE HOUSE
drawing title

PLAN 3 - PROPOSED PHASE 1A PLAN

drawn	checked	scale	status	revision		
DK	BC	1:500@A1	PL			
project	originator	volume	level	type	role	drawing no.
18135	AHMM	SK				301

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Illustrative bridge approach proposals (refer to planning application)

Illustrative bridge and bridge approach proposals (refer to planning application)

Proposal building ground floor outline

Farthingale Walk

Dashed pink lines indicate extent of part demolition of Broadway House and associated landscaping

Bike storage and plant to be relocated

Broadway House (part retained)

Bridge House

notes



PART APPLICATION REDLINE (PHASE 1)



PART APPLICATION REDLINE (PHASE 1a)

APPLICATION REDLINE COMPRISES PHASE 1 & PHASE 1a REDLINES



JUPP ROAD BRIDGE DESIGN WORKS (Subject to separate planning application)

1841
2315



01	1	22/02/22	For Information
Rev	Status	Date	Description
key plan			

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MORELANDS, 6-23 OLD STREET LONDON EC1V 6HL
TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK


client
SPIRITBOND

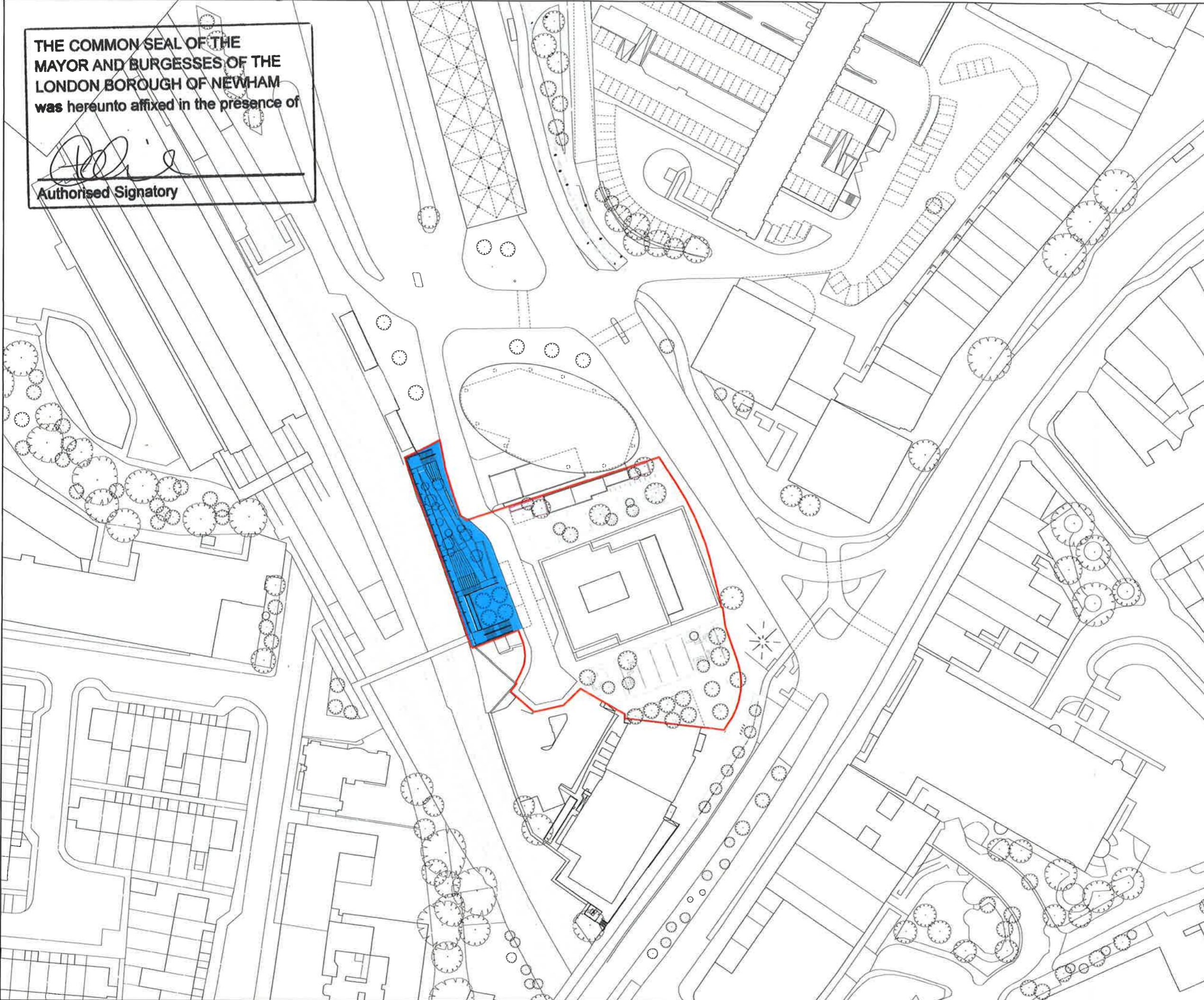
project name
JUBILEE HOUSE

drawing title
PLAN 4 - JUPP ROAD WESTERN ACCESS

drawn	checked	scale	wp	stage	status	revision
MW		NTS			I	01
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK		314

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- The accuracy of survey information provided by others or for any costs, claims, proceedings and expenses arising out of reliance on such information

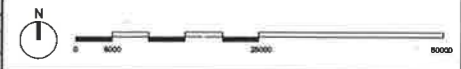
Any scaling from this drawing other than by the local planning authority society for the purposes of the planning application to which it relates

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LBN/1
2375



 JUPP ROAD EAST RAMP WORKS



ALLFORD HALL MONAGHAN MORRIS
ARCHITECTS Ltd.
MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 5281 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

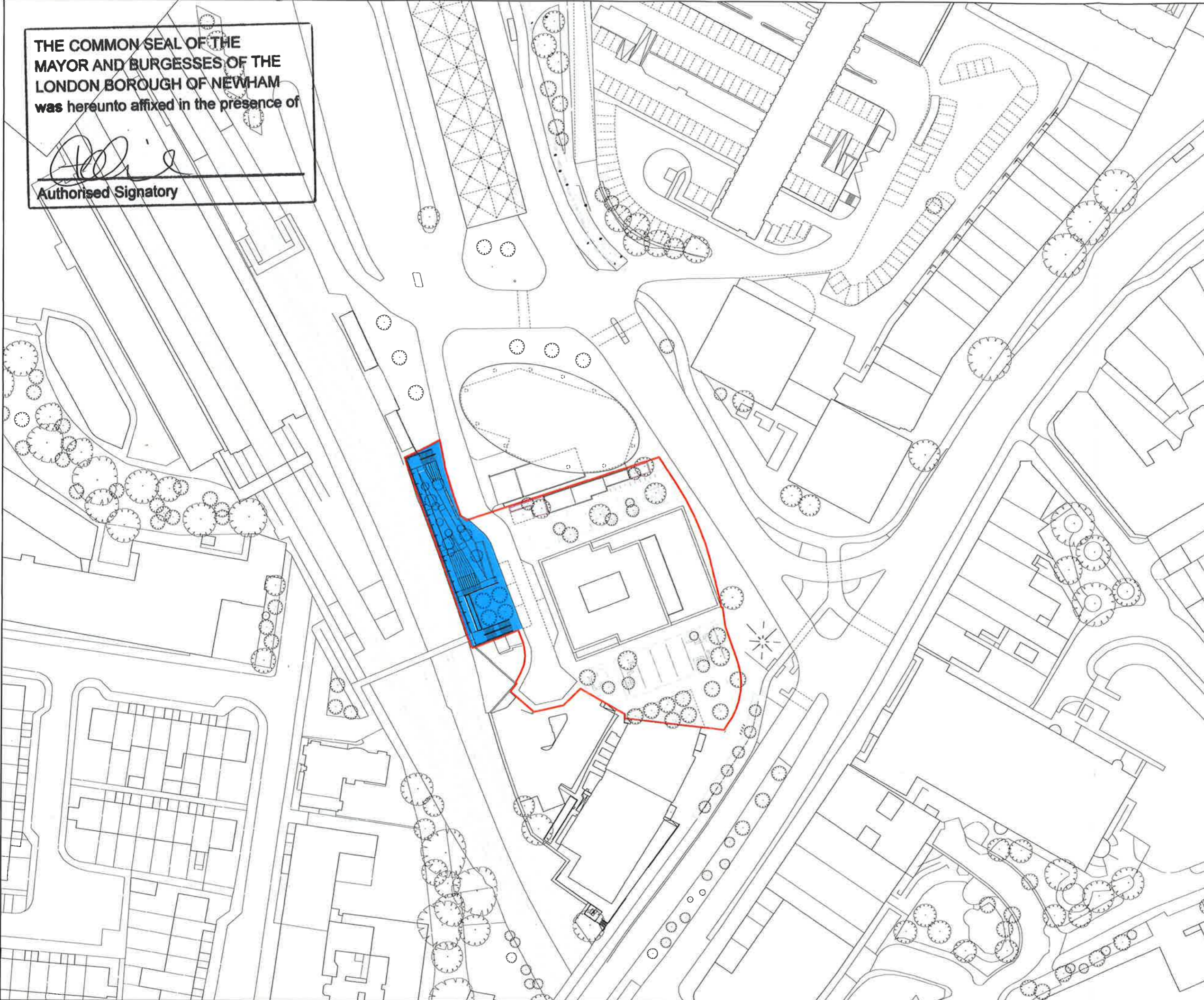
project name
JUBILEE HOUSE

drawing title
PLAN 5 - JUPP ROAD EASTERN RAMP

drawn	checked	scale	status		
DK	BC	1:500@A1	PLANNING		
project	originator	volume	level	type	role
18135	AHMM	SK			302

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notes

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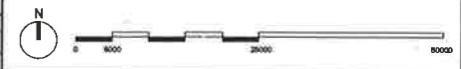
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LBN/1
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 JUPP ROAD EAST RAMP WORKS



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TEL 020 7251 5281 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

project name
JUBILEE HOUSE


drawing title
PLAN 5 - JUPP ROAD EASTERN RAMP

drawn	checked	scale	status
DK	BC	1:500@A1	PLANNING
project	originator	volume/level	type
18135	AHMM	SK	302

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 POCKET PARK

LBN/
2375



Rev	Status	Date	Description
00	1	22/03/22	For Info

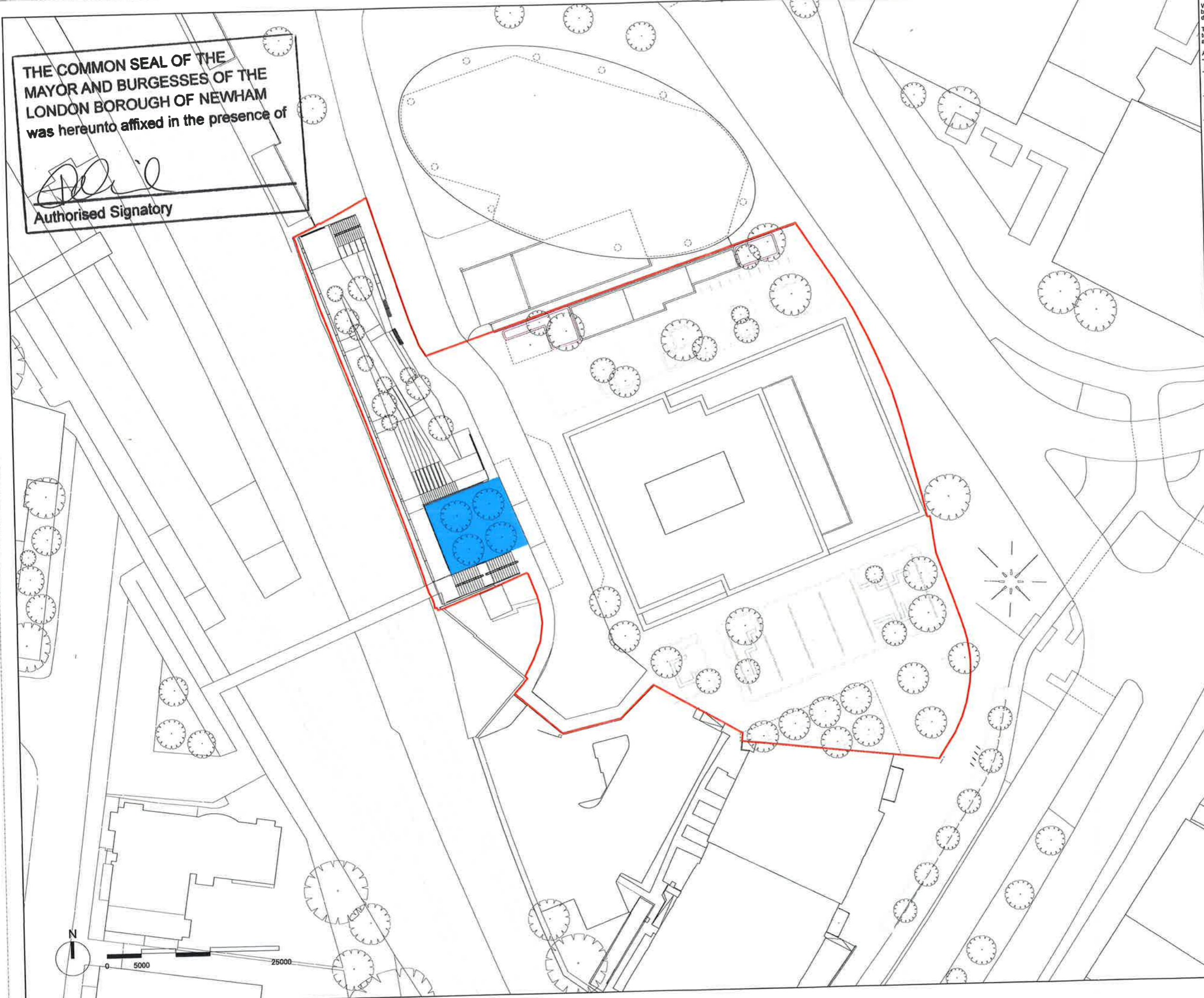
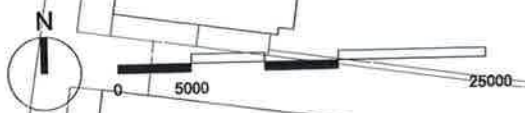


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MORELANDS, 6-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 6261 FAX 020 7251 6123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND
project name
JUBILEE HOUSE
drawing title
PLAN 6 - POCKET PARK

drawn	checked	scale	status	revision		
DK	BC	1:250 @ A1	PL	00		
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK		316








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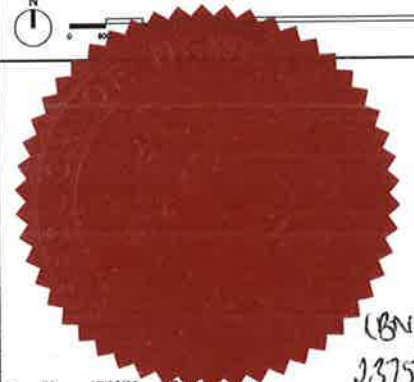


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-  Application Redline Boundary
-  Ownership line
-  Extent of London Borough of Newham Land within application boundary applicable to Eastern Approach to Jupp Road Bridge
-  LBN Highway Works
-  Stage 2 Highway Works
-  Temporary Wind Mitigation Totem (2no.)
-  On Site Blue Badge Parking (1no.)



Rev	Status	Date	Description
01	PL	17/02/22	For information



4 NO.
EXISTING CYCLE
PARKING BAYS

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client
SPIRITBOND
project name
JUBILEE HOUSE
drawing title

Plan 7 - LBN Highway Works

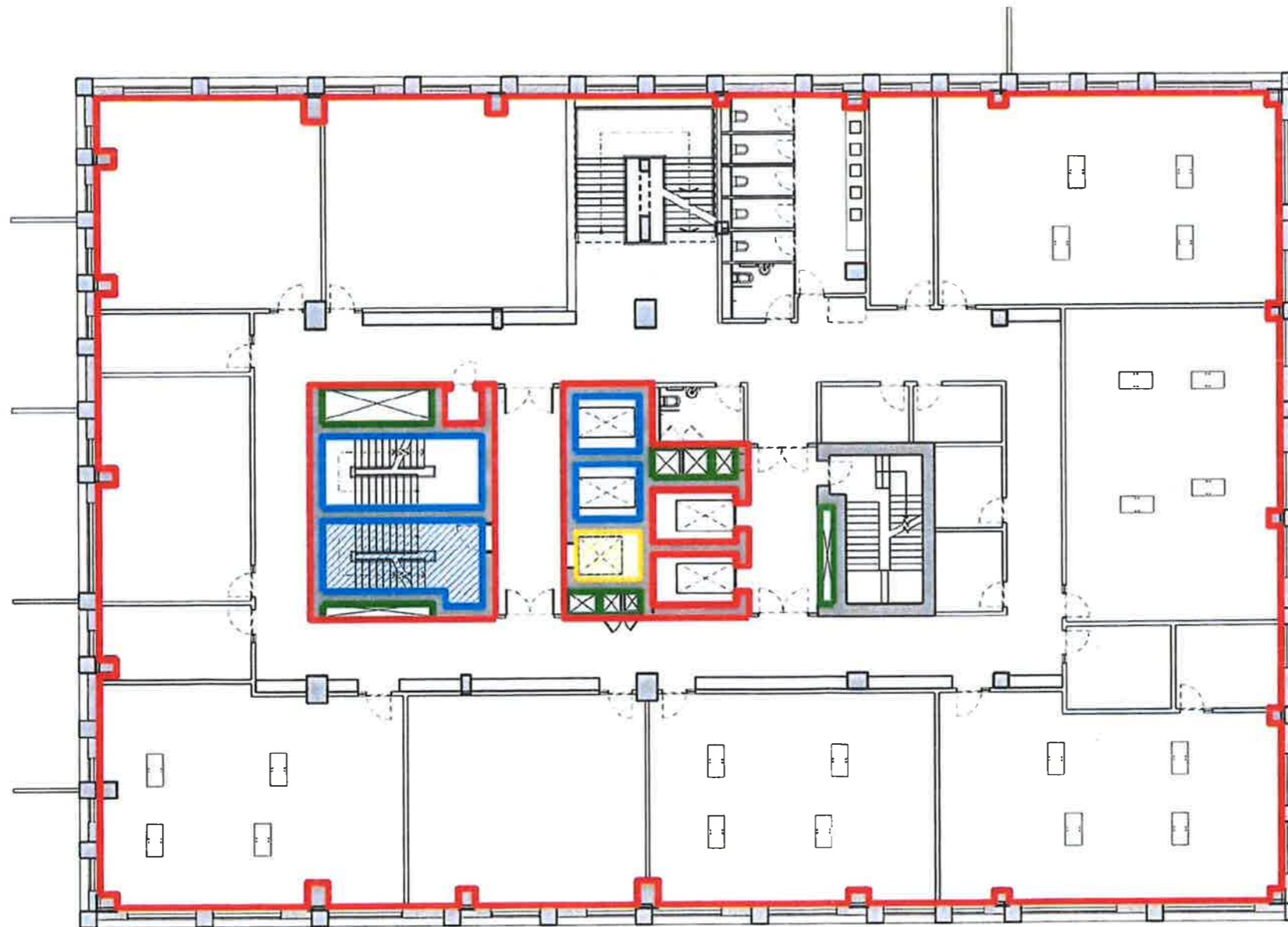
drawn	checked	scale	status	revision		
DK	BC	1:500@A1	PL	01		
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK		315

Plan 8A

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Key

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Rugs 2 drawings prior to submission of the Planning Application.
Subject to existing development.

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-  Residential - Right of Access to Academy (Emergency)
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notes

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LB/12375



A Info 13/11/21 Agreement for Lease

Rev	Status	Date	Description

Any plan

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ARCHITECTS Ltd
MORLANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client

SPIRITBOND

project name

JUBILEE HOUSE

drawing title

DRAFT DEMISE PLAN

LEVEL 04

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A

project	originator	volume	level	type	tda	drawing no.
18135	AHMM			SK	A	405

18135 AHMM SK A 405

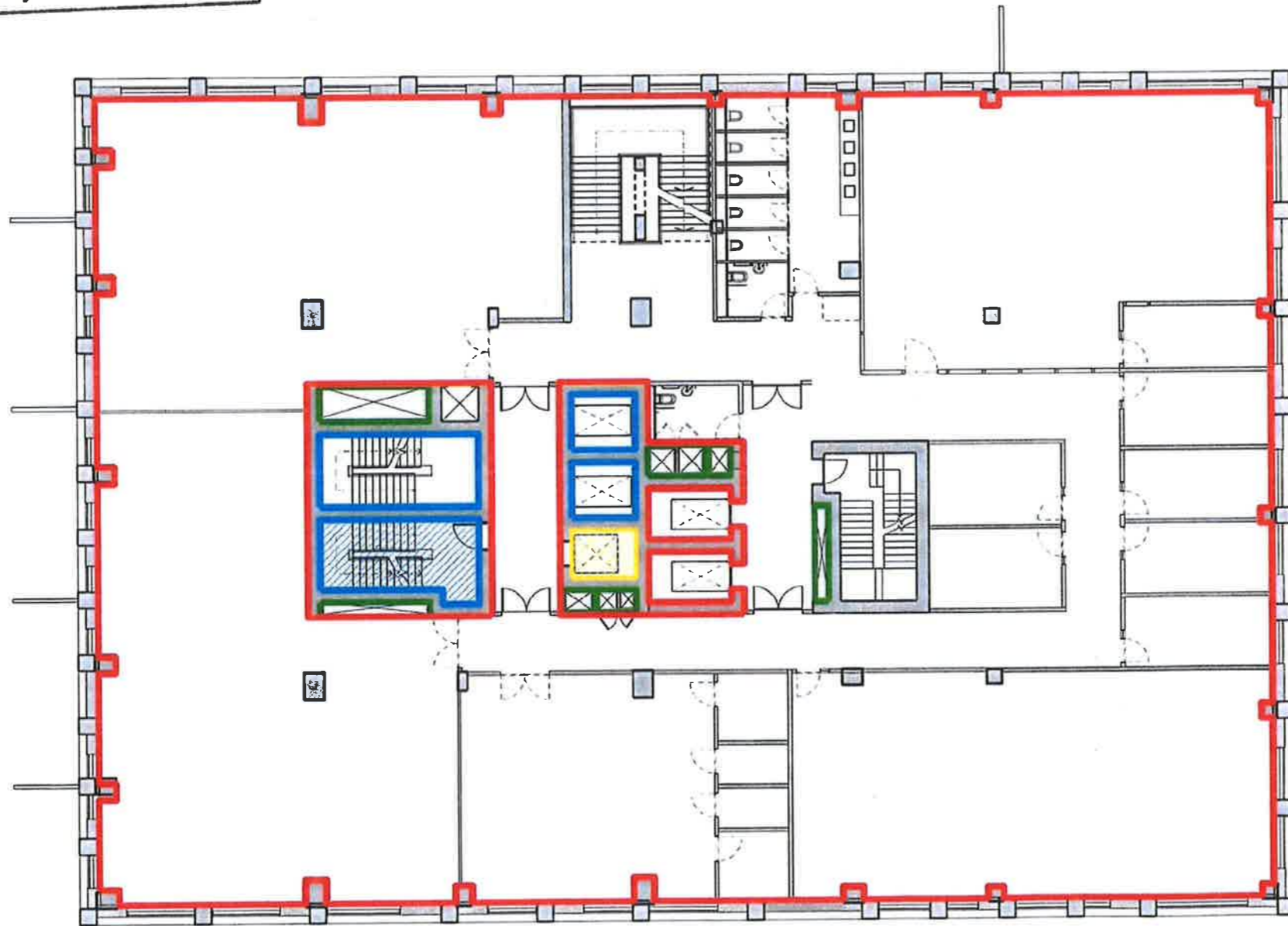
Plan 8D

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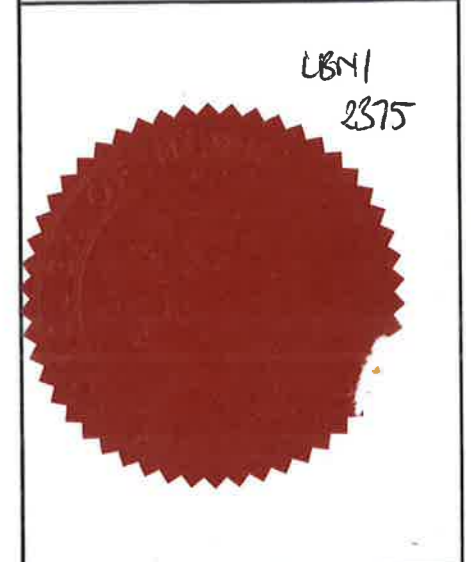

Authorised Signatory

Key

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A	Info	12/11/21	Agreement for Lease
Rev	Status	Date	Description

key plan

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client
SPIRITBOND

project name
JUBILEE HOUSE
drawing title
DRAFT DEMISE PLAN LEVEL 01

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A
project	signature	volume/level	type	role	drawing no.	
18135	AHMM	A 00	SK		402	

Plan 8B

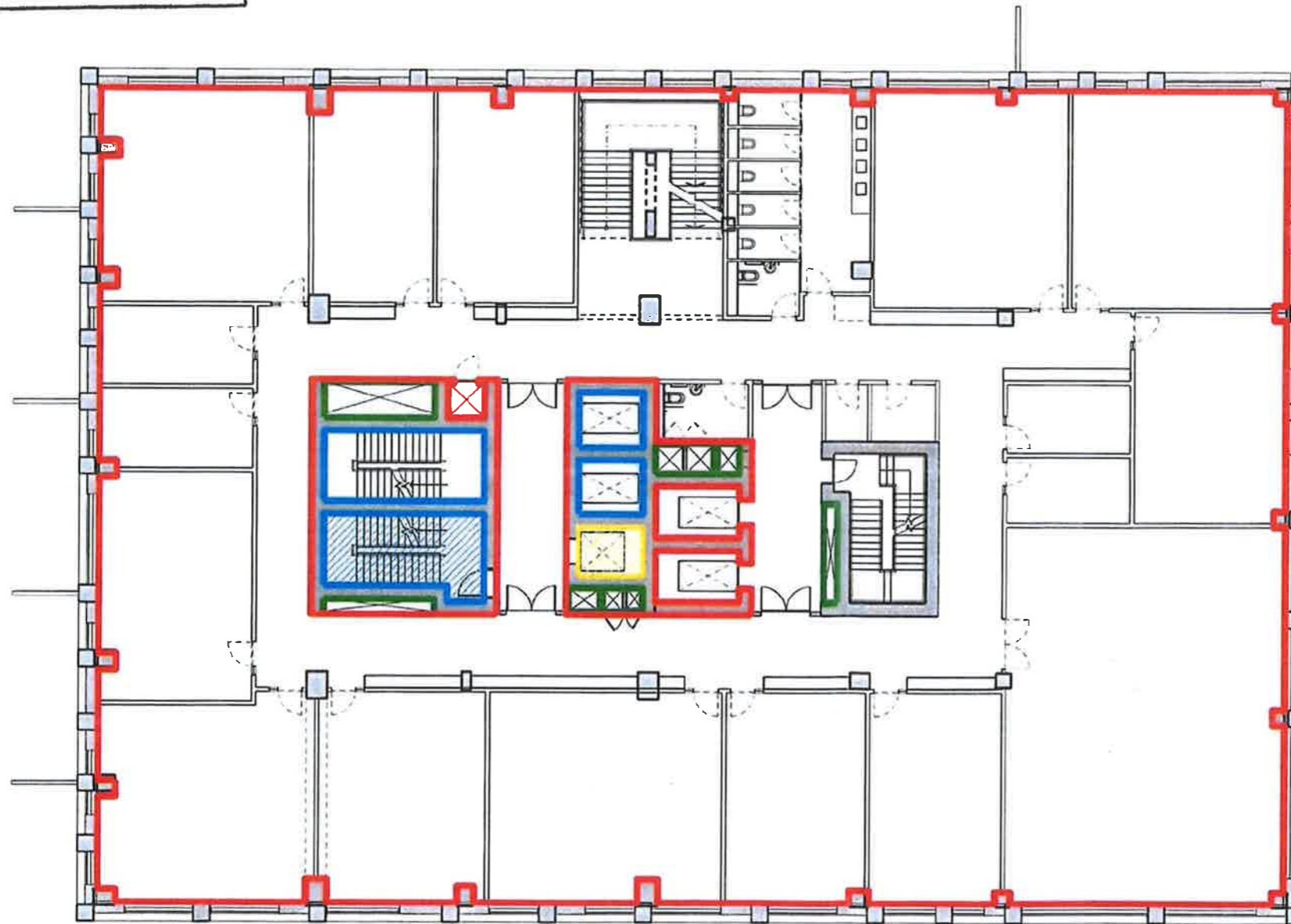
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Key

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-  Landlord



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A Info 12/11/21 Agreement for Lease

Rev. Status Date Description

key plan

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TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

Client
SPIRITBOND

Project name
JUBILEE HOUSE

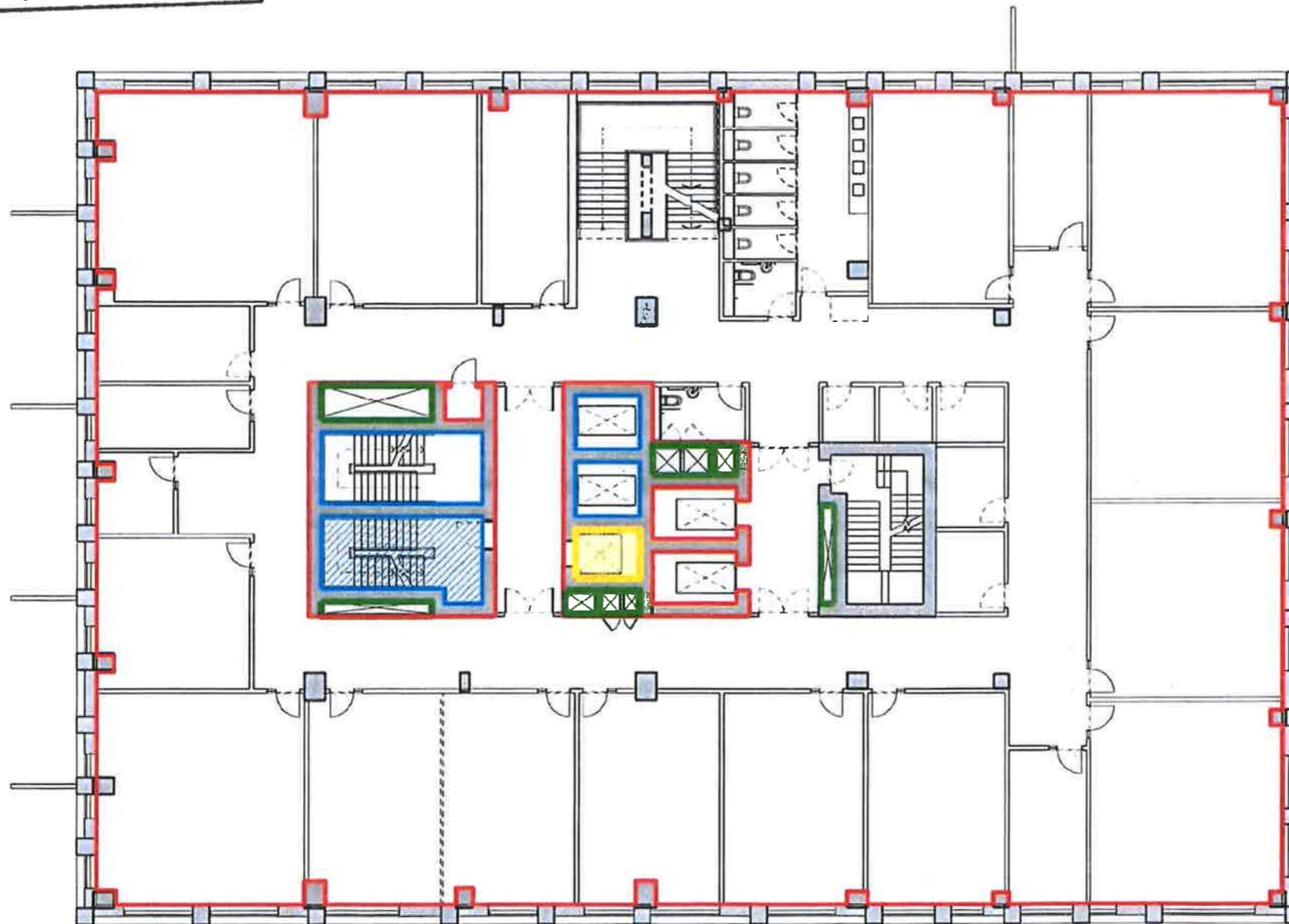
Drawing title
DRAFT DEMISE PLAN
LEVEL 05

drawn	checked	scale	hpi	stage	status	revision
RB	BC	1:100@A1		02		A
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	406

Plan 8C

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 - Landlord

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C	Info	07/12/21	Server/Workroom resize
B	Info	19/11/21	Agreement for Lease
A	Info	12/11/21	Agreement for Lease

Rev	Status	Date	Description
key plan			

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TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND


project name
JUBILEE HOUSE

drawing title
**DRAFT DEMISE PLAN
LEVEL 02**

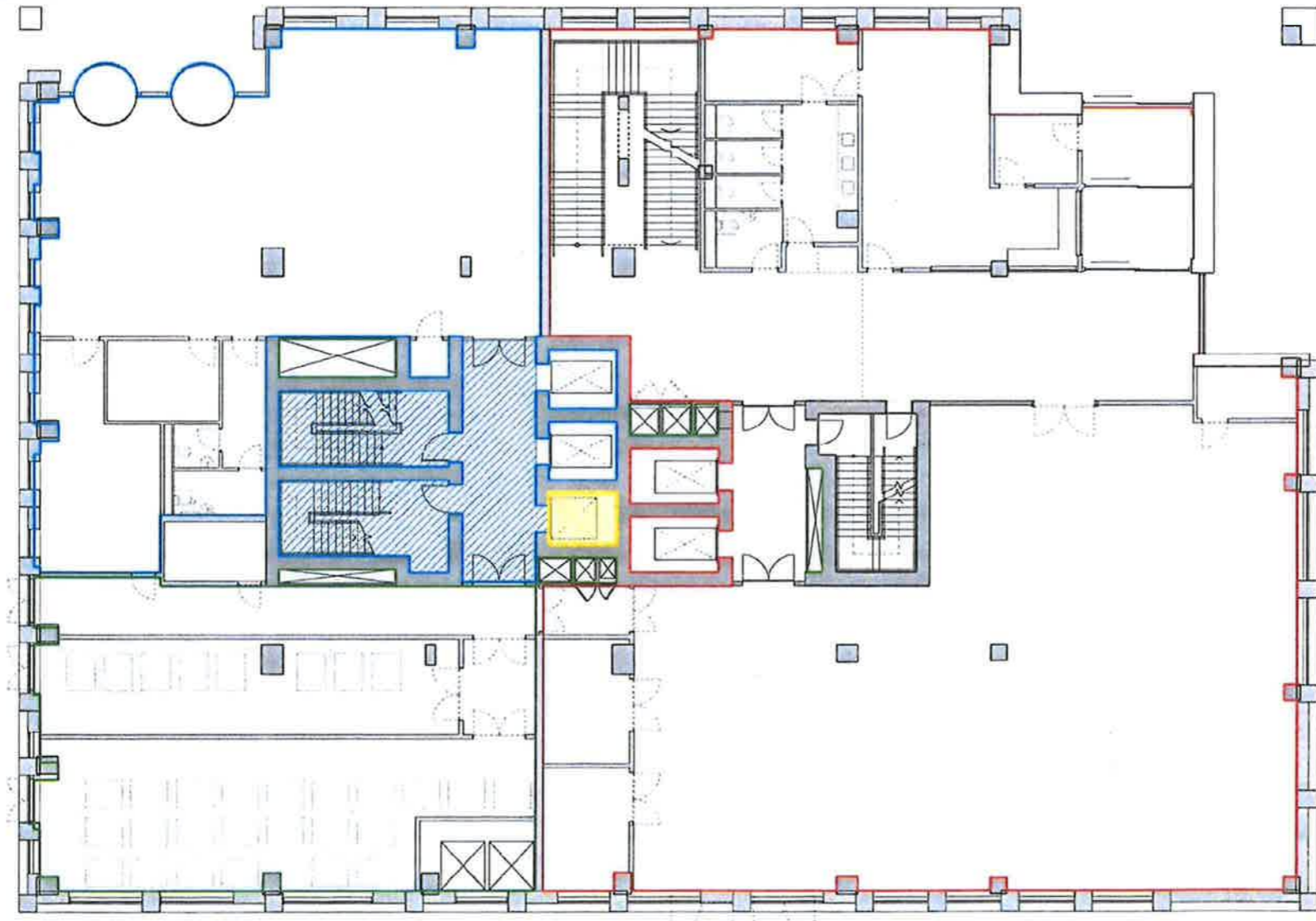
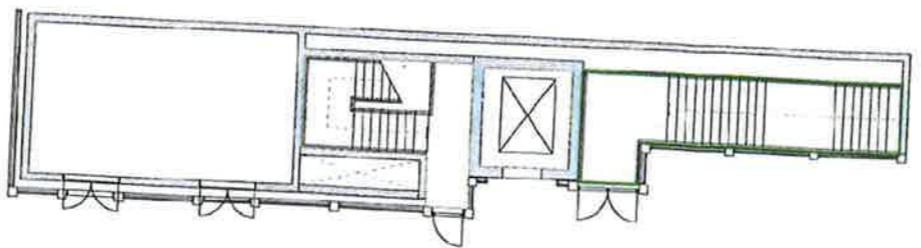
drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		C
project	original	volume	level	type	role	drawing no.
18135	AHMM			SK	A	403

Plan 8E

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 -  Shared
 -  Landlord

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2375



B	Info	09/02/22	Agreement for Lease
A	Info	13/11/21	Agreement for Lease

Rev	Status	Date	Description
1	Key plan		


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MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 5261 FAX 020 7251 5122 WEB WWW.AHMM.CO.UK

client: SPIRITBOND
project name: JURILFF HOUSE
drawing title: DRAFT DEMISE PLAN LEVEL 00 (GROUND)

drawn	checked	scale	app	stage	status	revision
RB	BC	1:100@A1		02		B
project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	400

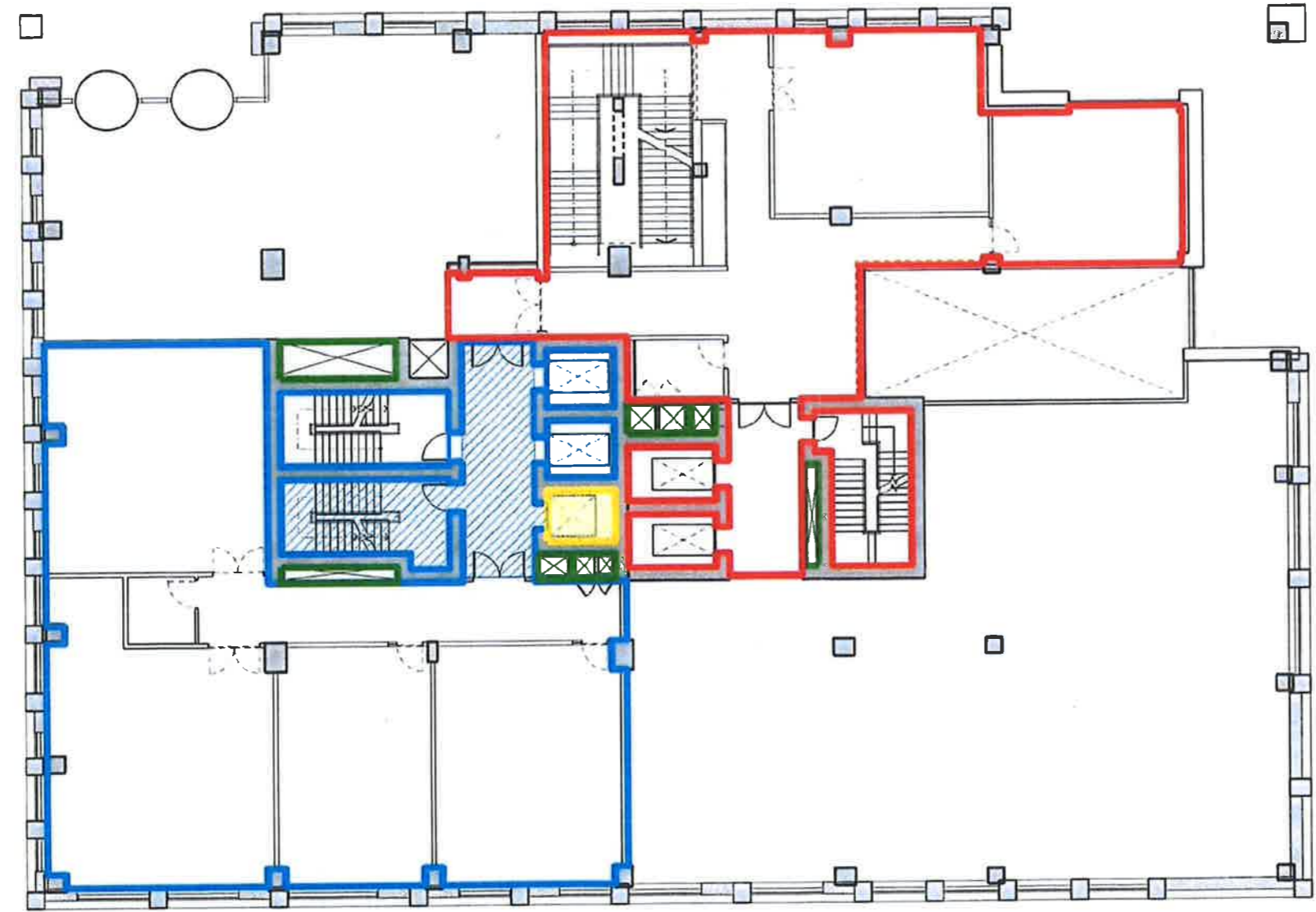
Plan 8F

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Key
NB: For Information only.
Stage 2 Design plan for submission of the Planning Application.
Subject to ongoing design development.

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CBM/
2375



A	Info	13/11/21	Agreement for Lease
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Rev	Status	Date	Description
key plan			


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MICHELLELANDE, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 5201 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND
project name
JUBILEE HOUSE
drawing title
**DRAFT DEMISE PLAN
LEVEL M (MEZZANINE)**

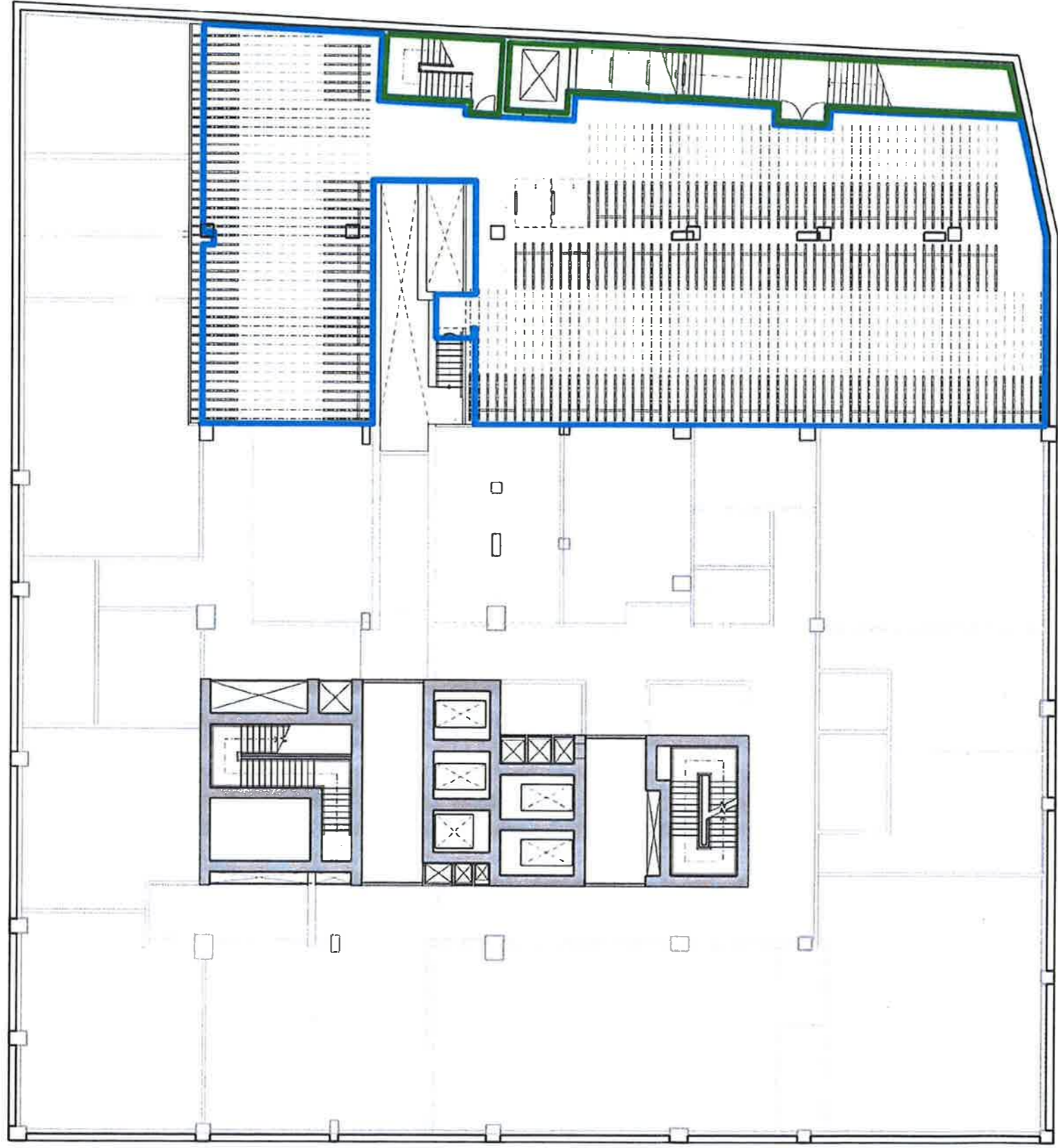
drawn	checked	scale	app	stage	status	revision
RB	BC	1:100@A1		02		A
project	original	volume	level	type	role	drawing no.
18135	AHMM			SK	A	401

Plan 8G

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notes

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The drawing shows the general arrangement together with the nominal sizes of selected elements and components. The information shown indicates the design intent of the architect and is to be read in conjunction with the performance specifications. The Contractor must provide for all design development and coordination required to complete the works.



UBN/
2375

A	Info	13/11/21	Agreement for Lease
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Rev	Status	Date	Description
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key plan

ALLFORD HALL MONAGHAN MORRIS
ARCHITECTS Ltd.
MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 6261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND


project name
JUBILEE HOUSE

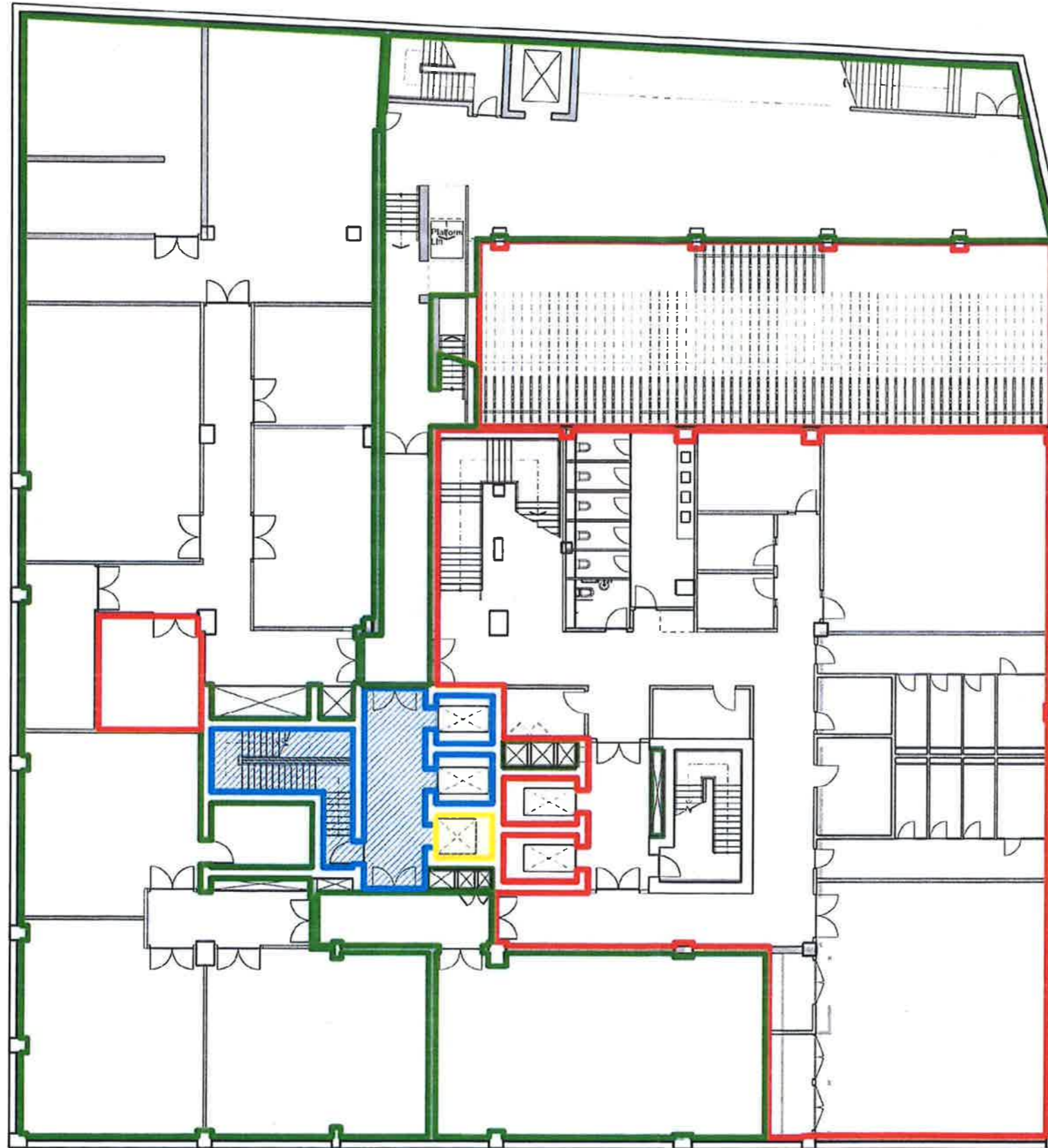
drawing title
**DRAFT DEMISE PLAN
LEVEL BM**

drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02	A	A
project	originator	volume	level	type	ref	drawing no.
18135	AHMM			SK	A	399

Plan 8H

THE COMMON SEAL OF THE
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF NEWHAM
was hereunto affixed in the presence of


Authorised Signatory



- Key**
-  Academy - Exclusive Use
 -  Residential - Exclusive Use
 -  Residential - Right of Access to Academy (Emergency)
 -  Residential - Fire-fighting lift
 -  Shared
 -  Landlord

notes

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UBN/
2375



A Info 12/11/21 Agreement for Lease

Rev	Status	Date	Description
Key plan			

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TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

Client
SPIRITBOND

Project name
JUBILEE HOUSE
Drawing title
**DRAFT DEMISE PLAN
LEVEL B1**

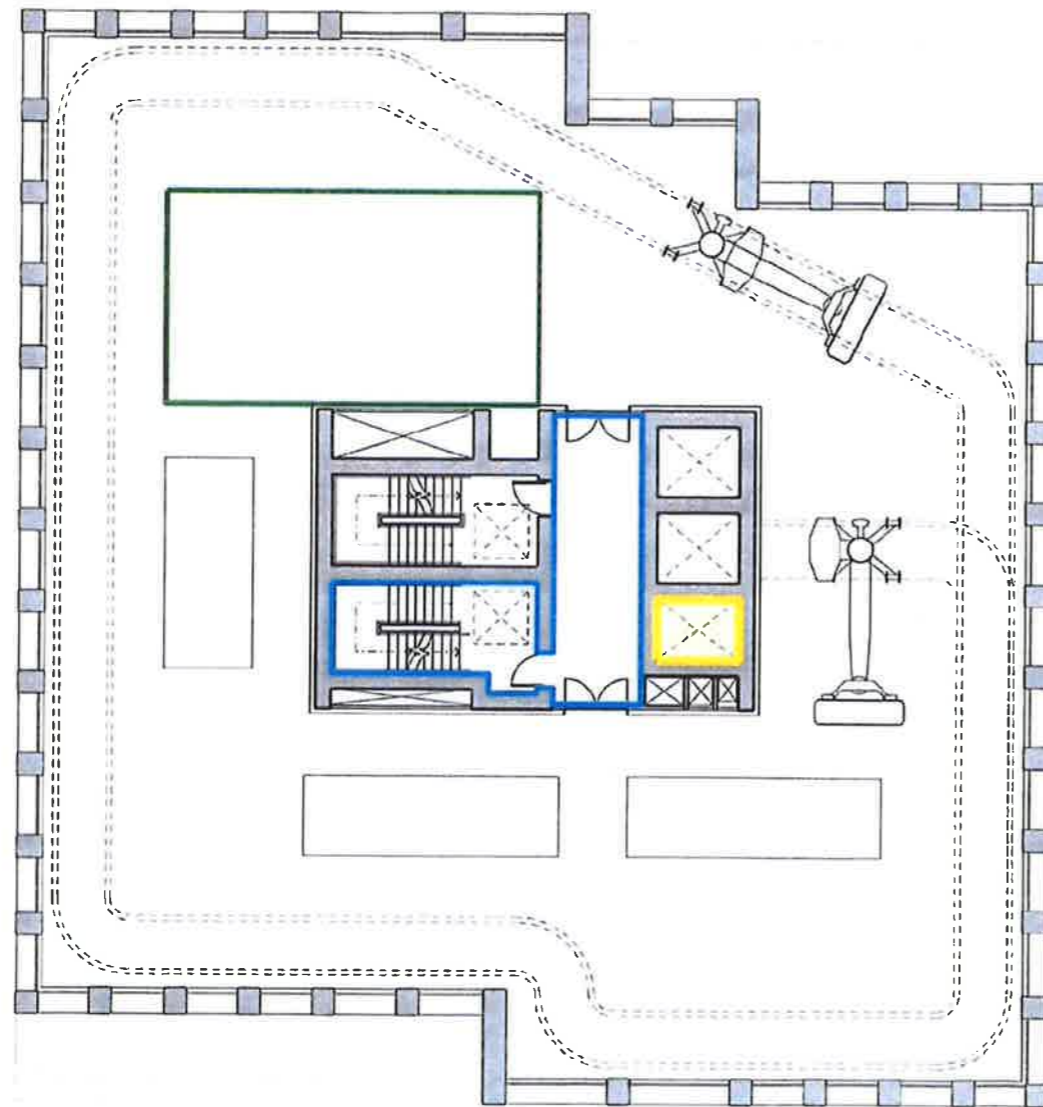
drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A
project	signature	volume	level	type	role	drawing no.
18135	AHMM			SK	A	398

Plan 81

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Key

MS: F or E (as applicable)
Stage 2 (Energy plan for submission of the Planning Application)
Subject to ongoing design development.

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A Info 13/11/21 Agreement for Lease

Rev Status Date Description

key plan

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ARCHITECTS Ltd
MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7261 6261 FAX 020 7251 6123 WEB WWW.AHMM.CO.UK

client

SPIRITBOND

project name

JUBILEE HOUSE

drawing title

DRAFT DEMISE PLAN
LEVEL 36

drawn checked scale wp stage status revision

RB BC 1:100@A1 02 A

project originator volume level type role drawing no.

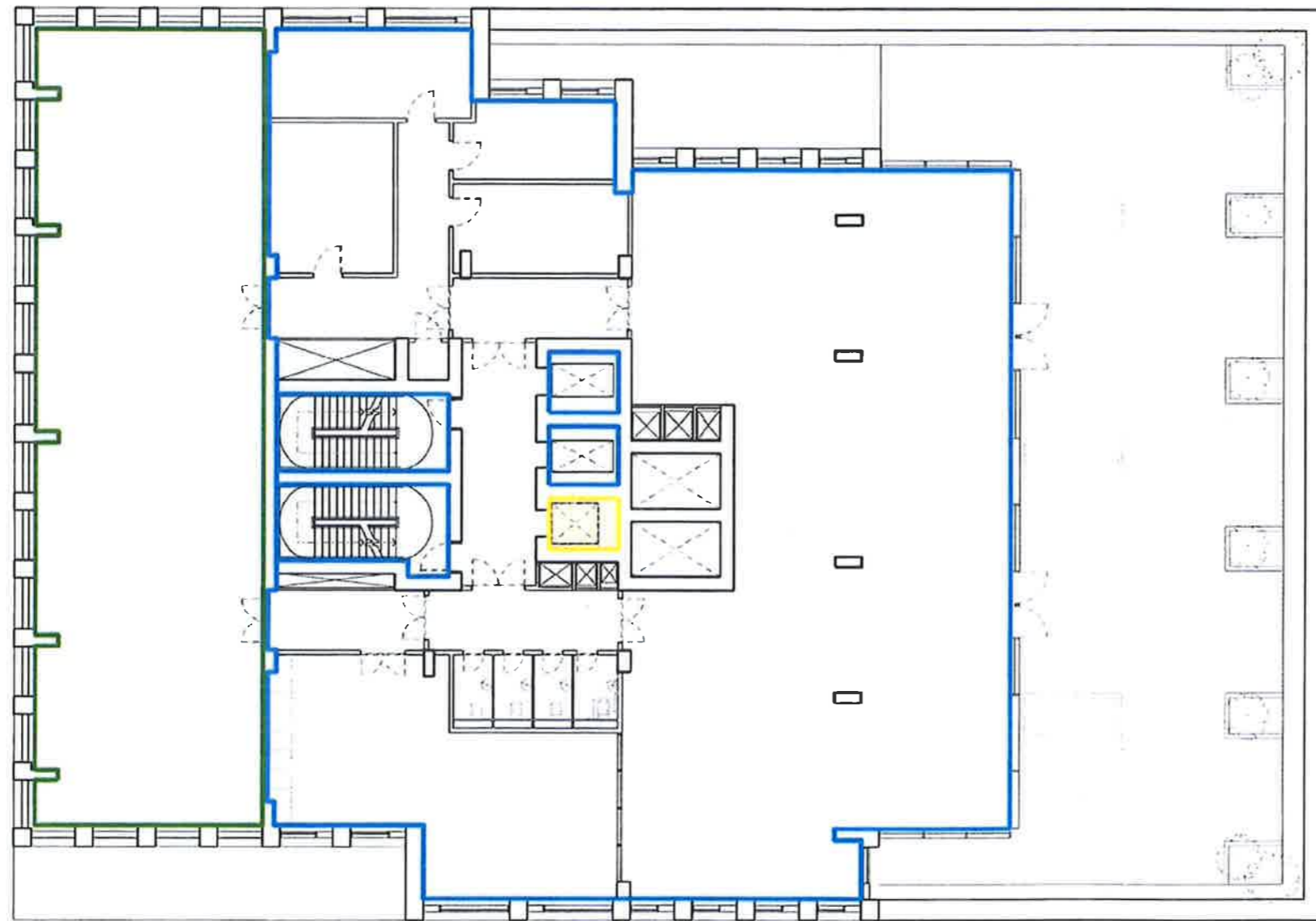
18135 AHMM SK A 411

Allford Hall Monaghan Morris Limited

Plan 8J

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Key

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-  Residential - Fire-fighting lift
-  Shared
-  Landlord

NB: For information only, Stage 2 drawings prior to submission of the Planning Application. Subject to ongoing design development.

notes
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Rev. Status. Date Description

key plan

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ARCHITECTS LTD.
MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7261 6261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
DRAFT DEMISE PLAN
LEVEL 06

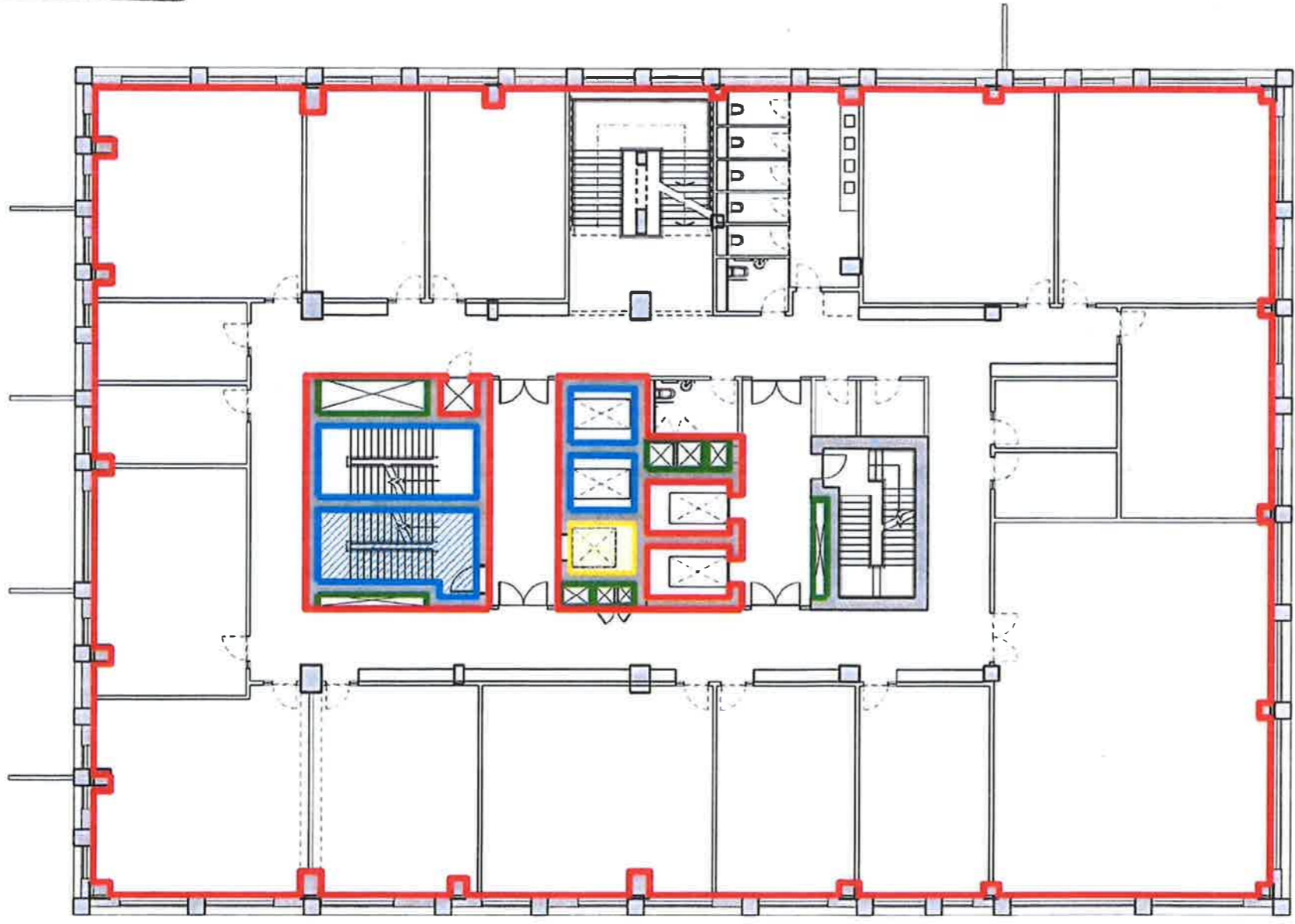
drawn	checked	scale	wp	stage	status	revision
RB	BC	1:100@A1		02		A

project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	407

Plan 8K

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LONDON BOROUGH OF NEWHAM
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- Key**
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notes

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UBN/ 2377

A Info 13/11/21 Agreement for Lease

Rev. Status Date Description

any plan

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ARCHITECTS LTD.
MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

client
SPIRITBOND

project name
JUBILEE HOUSE

drawing title
DRAFT DEMISE PLAN
LEVEL 05

drawn	checked	scale	isp	stage	status	revision
RB	BC	1:100@A1		02		A

project	originator	volume	level	type	role	drawing no.
18135	AHMM			SK	A	406

APPENDIX 2
DRAFT 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

Spiritbond Limited and Schroder UK Real Estate
Fund (SREF) c/o Agent

Mr Tom Matheou,
Gerald Eve LLP
72, Welbeck Street
London
W1G 0AY

Part I - Particulars of Application THIS IS A DRAFT DECISION NOTICE

Date of Application: 13-Oct-2021

Application No: 21/00483FUL

Proposal: Application made under the provisions of the Town and Country Planning Act 1990 (England and Wales) (as amended), accompanied by an ES under the Environmental Impact Assessment Regulations 2017 (as amended), seeking approval for the demolition for the demolition of Jubilee House (Class E – Office) and partial demolition of Broadway House (Class F1 – School) and erection of a building up to 36 storeys (plus basement, roof plant and partial mezzanine above ground floor) 32,760m² (GIA) to provide student accommodation 23,900m² (GIA) (Sui Generis) and a school 8,815m² (GIA) (Class F1), with provision of a new eastern access ramp to the Jupp Road Bridge, public realm and associated hard and soft landscaping, car parking and servicing, cycle store, boundary treatments and other associated works.

Location: 2, Jubilee House and Broadway House, Farthingale Walk, Stratford, London, E15 1AW

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:

CONDITIONS

1. Time Period

The development to which this permission relates must be begun no later than three years from the date of this decision notice.

Reason: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

2. Approved Plans

The development shall be carried out and retained thereafter in accordance with the following drawings and documents:

- 18135_X_(00)_P110 rev 01
- 18135_X_(00)_P111 rev 01
- 18135_X_(00)_P112 rev 01
- 18135_X_(00)_P113 rev 01
- 18135_X_(00)_P114 rev 01
- 18135_X_(00)_P115 rev 01
- 18135_X_(00)_P220
- 18135_X_(00)_P221
- 18135_X_(00)_P222
- 18135_X_(00)_P223
- 18135_X_(00)_P300 rev 01
- 18135_X_(00)_P301
- 18135_A_(00)_P001 rev 02
- 18135_A_(00)_P002 rev 01
- 18135_A_(00)_P098
- 18135_A_(00)_P099
- 18135_A_(00)_P100 rev 01
- 18135_A_(00)_P101
- 18135_A_(00)_P102
- 18135_A_(00)_P103
- 18135_A_(00)_P104
- 18135_A_(00)_P105
- 18135_A_(00)_P106
- 18135_A_(00)_P107 rev 01
- 18135_A_(00)_P108 rev 02
- 18135_A_(00)_P109 rev 01
- 18135_A_(00)_P136
- 18135_A_(00)_P137 rev 01
- 18135_A_(00)_P150
- 18135_A_(00)_P210 rev 01
- 18135_A_(00)_P211 rev 01
- 18135_A_(00)_P212 rev 01
- 18135_A_(00)_P213 rev 01
- 18135_A_(00)_P250
- 18135_A_(00)_P300 rev 01
- 18135_A_(00)_P301 rev 01

- 18135_A_(00)_P310 rev 01
- 18135_A_(00)_P311
- 7746-PRG-LDA-100 rev P02
- 7746-PRG-LDA-101 rev P02
- 7746-PRG-LDA-102 rev P02
- 7746-PRG-LDA-110 rev P02
- 7746-PRG-LDA-111 rev P02
- 7746-PRG-LDA-112 rev P02
- 7746-PRG-LDA-120 rev P02
- 7746-PRG-LDA-121 rev P02
- 7746-PRG-LDA-122 rev P02
- 7746-PRG-LDA-200 rev P01
- 7746-PRG-LDA-210 rev P01
- 7746-PRG-LDA-220 rev P01
- 7746-PRG-LDA-701 rev P02
- 7746-PRG-LDA-702 rev P01

- Areas Schedule, prepared by AHMM
- Drawing Schedule, prepared by AHMM
- Broadway and Bridge House Site Environmental Considerations Report, November 2021, prepared by Trium
- Stratford Assembly Arboricultural Impact Assessment and Method Statement, October 2021, prepared by TEC;
- Stratford Assembly Circular Economy Statement Updated January 2021, prepared by Tft;
- Stratford Assembly Code of Construction Practice, October 2021, prepared by Arcadis;
- Stratford Assembly Construction and Logistics Plan, October 2021, prepared by Pell Frischmann;
- Stratford Assembly Contamination Assessment- Phase 1 Desk Study, October 2021, prepared by RSK;
- Stratford Assembly Convergence Statement, October 2021, prepared by Gerald Eve LLP;
- Stratford Assembly Delivery and Servicing Plan, October 2021, prepared by Pell Frischmann;
- Stratford Assembly Design & Access Statement (including Landscape Strategy, Lighting Assessment and Crime Prevention Strategy) October 2021, prepared by AHMM;
- Stratford Assembly Design & Access Statement Addendum February 2022, prepared by AHMM
- Stratford Assembly Economic Statement, October 2021, prepared by Quod;
- Stratford Assembly Energy Statement, October 2021, prepared by DSA;
- Stratford Assembly Fire Statement, October 2021, prepared by Hollis;
- Stratford Assembly Outline Fire Engineering Strategy, February 2022, prepared by Hollis;
- Stratford Assembly Flood Risk Assessment Second Issue, January 2022, prepared by Elliott Wood;
- Stratford Assembly Health Impact Assessment, October 2021, prepared by Quod;
- Stratford Assembly Internal Daylight and Sunlight Assessment, October 2021, prepared by Point 2 Surveyors;
- Stratford Assembly Non-Technical Summary, October 2021, prepared by Trium
- Stratford Assembly Planning Statement, October 2021, prepared by Gerald Eve LLP;

- Stratford Assembly Preliminary Ecological Appraisal, September 2021, prepared by The Ecology Consultancy;
- Stratford Assembly Social Impact Strategy, Initial direction of travel, March 2022, prepared by AND;
- Stratford Assembly Statement of Community Involvement, October 2021, prepared by Kanda Consulting;
- Stratford Assembly Student Housing Demand and Supply Study, October 2021, prepared by JLL;
- Stratford Assembly Student Management Plan, October 2021, prepared by Spiritbond Ltd;
- Stratford Assembly SuDs and Drainage Statement Second Issue January 2022, prepared by Elliott Wood;
- Stratford Assembly Sustainability Statement (including BREAAAM Pre-Assessment) Rev. 03, January 2022, prepared by AHMM;
- Stratford Assembly Transport Assessment, October 2021, prepared by Pell Frischmann;
- Stratford Assembly Travel Plan, October 2021, prepared by Pell Frischmann;
- Stratford Assembly Status of Utilities Report Rev. 02, February 2022, prepared by DSA;
- Stratford Assembly Ventilation and Extraction Statement, October 2021, prepared by DSA; and
- Stratford Assembly Whole Life Cycle Assessment, January 2022, prepared by EB7
- Stratford Assembly Environmental Impact Statement Volume 1, October 2021, Prepared by Trium:
- Stratford Assembly Environmental Statement Volume 1, Chapter 1, Introduction, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 2, EIA Methodology, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 3, Alternatives and Design Evolution, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 4, The proposed development, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 5, Demolition and Construction, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 6, Socio Economics Statement, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 7, Traffic and Transport, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 8, Air Quality Assessment, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 9, Noise and Vibration Assessment
- Stratford Assembly Environmental Statement Volume 1, Chapter 10, Daylight, Sunlight, Overshadowing and Solar Glare, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 11, Wind and Microclimate Assessment, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 12, Archaeological Assessment, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 13, Effect Interactions, prepared by Trium
- Stratford Assembly Environmental Statement Volume 1, Chapter 14, Likely Significant Effects and Conclusions, prepared by Trium

- Stratford Assembly Environmental Statement Volume 1, Chapter 15, Mitigation and Monitoring Schedule, prepared by Trium
- Stratford Assembly Environmental Impact Assessment Volume 2, Townscape, Visual Impact and Heritage Assessment, October 2021, prepared by Trium
- Stratford Assembly Environmental Impact Assessment Volume 3, October 2021, prepared by Trium
- Stratford Assembly Statement of EIA Conformity February 2022, prepared by Trium

Reason: To ensure that the development is undertaken in accordance and retained with the approved drawings.

3. Notice of Commencement

The development, including demolition, 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 written evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

Pre-commencement justification: To enable the LPA to monitor development.

4. Development in accordance with Environmental Statement

The Development (including all matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in Stratford Assembly Environmental Statement Volume 1, Chapter 15 Mitigation and Monitoring Schedule, October 2021, prepared by Trium unless otherwise provided for in any of these conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

Reason: To ensure the mitigation measures specified in the Environmental Statement are satisfactorily implemented.

5. Phasing

Prior to the commencement of development, a Phasing Plan showing the location of each Phase must be submitted to and approved in writing by the Local Planning Authority, which plan may be varied with the prior written approval of the Local Planning Authority. The development shall be constructed in accordance with the approved plan.

Reason: To enable the LPA to monitor development.

CONSTRUCTION

6. Non-Road Mobile Machinery

No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) published by the Centre for Low Emission Construction and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development.

7. Archaeology

No demolition or development shall take place until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the Local Planning Authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the Local Planning Authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

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

Reason: Development shall not commence before this condition is discharged to safeguard the heritage assets by ensuring that any archaeological remains that may exist on site are not permanently destroyed.

Pre-commencement justification: This pre-commencement condition is necessary to safeguard the archaeological interest on this site. Approval of the WSI before works begin on site provides clarity on what investigations are required, and their timing in relation to the development programme.

8. Public engagement for Archaeological Finds

No development shall commence until details of an appropriate programme of public engagement for archaeological finds including a timetable have been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved programme.

Reason: The planning authority wishes to secure public interpretation and presentation of the site's archaeology in line with London Plan Policy HC1.

Pre-commencement justification: This pre-commencement condition is necessary to safeguard the archaeological interest on this site.

9. Demolition and Construction Transport Management Plan

The Development, including demolition, shall not be commenced until a Demolition and Construction Transport Management Plan (DCTMP) has been prepared in consultation with the Local Planning Authority, Local Highway Authority, Transport for London, TfL Infrastructure Protection and the emergency services and such DCTMP has been submitted to and approved in writing by the Local Planning Authority. The DCTMP shall be in accordance with the TfL guidance and best practice guidance for a detailed Construction Logistics Plan. An updated version of the DCTMP reflecting any changes and details of the development known at the time and any updated policy or best practice guidance shall be submitted to the Local Planning Authority for its written approval in consultation with the agencies referred to above no less frequently than once every three years from the date of planning permission and prior to any proposed changes in site access arrangements during the construction period.

The objectives of the DCTMP shall be to:

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

The DCTMP shall include as a minimum the following information:

- a summary of works, hours of operation and demolition/construction traffic arrivals/ departures, scope and size of development, estimated materials and quantities.
- details of workforce commute
- demolition and construction programme and methodology
- strategies and planned measures to reduce demolition/construction traffic (including noise and air quality) impacts on pedestrian and cyclists, public transport and other road users
- detailed forecasts of daily demolition/construction vehicles, by vehicle type (size of vehicle), by construction phase and daily profile
- the arrangements for liaison with the relevant highway authorities and emergency services, which shall include attendance at the LLDC Construction Transport Management Group
- how the DCTMP will be implemented, monitored and updated including for the number, type and timing of vehicle arrivals on site, breaches and complaints, adherence to safety and environmental standards, including air quality and noise
- details of required Traffic Regulation Orders (TRO) such as proposed road and footway closures, including those for abnormal loads and parking suspension and the notification of these
- highway enabling schemes and the method for applying for approvals for Off Site highway works

- the designated routes for large goods vehicles and process for dealing with abnormal loads
- local access details including any required highway enabling schemes for access to and from the construction site
- details of the proposed use of any lorry holding areas
- railway protection matters
- the position and operation of cranes / Mobile Elevating Work Platforms
- details of control of and limits on parking spaces for construction workers' motor cars and vans used to travel to the Site
- details of the required driver standards within the demolition/construction site and on the highway and how these will be enforced
- on-site construction vehicle capacity by vehicle type, by phase if this changes
- parking arrangements of vehicles belonging to site operatives and visitors
- the storage of plant and materials used in constructing the development
- community liaison, including the notification of neighbours with regard to specific works, dealing with complaints and measures for protecting nearby residential and commercial properties from noise and other environmental effects.

Measures to address impacts from construction traffic might include (but not limited to):

- safe provision for walking and cycling, including the erection and maintenance of security hoardings
- measures to control the emission of dust and dirt during construction, including details of measures to prevent the deposit of mud and debris on the public highway
- a scheme for recycling and disposing of waste resulting from any demolition and construction work
- 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 detailed CTMP shall also include the following as set out below:

The CTMP shall describe how construction traffic movements will avoid peak area traffic times when significant events or football matches take place at London Stadium.

For each phase of the development the applicant shall prepare detailed proposals for the local access arrangements to the site for approval by LLDC, LB Newham and TfL, including swept path analyses by vehicle type, details of parking and feeder taxi rank suspension and / or relocation, the latter of which should be minimised, whilst taking into account safety requirements. Liaise with TfL and provide details of surveys using a methodology to be agreed with TfL for taxi feeder rank use and electric vehicle (EV) parking bays use.

The construction routes to and from the site shall be agreed with LLDC, LB Newham and TfL in advance of any demolition and construction. The routes for heavy loads (construction vehicles greater than 40 tonnes) shall avoid the stretch of road between Bow roundabout along the A118 High Street, unless works have been carried out to rectify this structure.

The site access/ egress arrangements should avoid crossing the footway on Great Eastern Road for access entirely and egress, unless it can be demonstrated that no other alternative is reasonably practicable. Should the Applicant's proposed access/ egress option involve crossing the footway on Great Eastern Road, the CTMP shall include a commitment to avoid HGV construction vehicle arrivals and departures coinciding with the busy time for Sixth form students (understood to be before 08.30). In any event construction traffic arrivals/ departures must be within LB Newham's normal operating hours (currently 08:00 to 18:00 hours Monday to Friday, 08:00 to 13:00 hours Saturday and at no time on a Sunday or Bank Holiday).

Access to and Egress from the site, including the passage of construction vehicles in the vicinity of Stratford bus station will be managed at all times by traffic marshals who are Community Safety Accreditation Scheme (CSAS) trained, to minimise the impact on pedestrians, cyclists and buses and taxis.

Should the existing two electric vehicle (EV) parking bays on the western side of Station Street need to be suspended at any time during any part of the construction period, the applicant shall fund the provision of two alternative EV parking bays at an alternative location as required by LB Newham.

Should the existing taxi feeder rank on the western side of Station Street need to be relocated and / or temporarily suspended at any time during any part of the demolition/construction period, the applicant shall fund an alternative location or provision as approved by TfL and LB Newham.

The public highway shall not be closed at any time, except for the southern section of Station Street that is not adjacent to the bus station, on a weekend day only, except during works associated with crane erection and dismantlement, without prior agreement in writing from LB Newham. The Highway Authority shall be notified of all such works and the necessary consents obtained.

Wheel washing facilities shall be used to ensure that no muck or detritus enters the public highway.

All demolition/construction vehicle deliveries shall take place within the demolition/construction site, to ensure vehicles do not stop on the highway, with the exception of the southern section of Station Street, away from the bus station, once the Sixth Form Academy has relocated to the new Development.

A commitment is required that the adoption of Construction Logistics and Community Safety (CLOCS) standards for all delivery vehicles (CLOCS Standard for construction logistics, V1.2 2014) shall be a contractual requirement.

A commitment is required that Fleet Operator Recognition Scheme (FORS) Silver accreditation as a minimum shall be a contractual requirement and that Gold operators will be appointed where possible.

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

The following monitoring information in relation to the demolition/construction of the Development shall be provided to the Local Planning Authority on not less than an annual basis until the date of Practical Completion of the Development:

- sustainable transport of materials and waste (including percentages transported by road, rail and water)
- waste generation and materials reuse and recycling
- air quality from construction activity within the Site
- noise from construction activity within the Site

The first such monitoring information shall be provided on the first anniversary of Commencement of the Development and on each anniversary thereafter until the Completion of the Development. The Development shall be carried out in accordance with the approved details.

Reason and pre-commencement justification: To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through demolition and construction that would require appropriate mitigation and to be in accordance with Local Plan Policy T.4.

10. Railway Infrastructure Protection – Jupp Road Bridge Eastern Access

The Jupp Road Bridge Eastern Access works hereby permitted shall not be commenced until detailed design and method statements (produced in consultation with DLR) for the Jupp Road Bridge Eastern Access works have been submitted to and approved in writing by the local planning authority which shall include:

- Demolition and construction details on all structures including foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent). Demolition RAMS to be agreed in writing with the DLR
- Construction activity within 5m of the DLR shall be agreed in writing with the DLR Engineers prior to commencement of works
- Details relating to train drivers' views in both direction and the proximity/height of signalling equipment
- Details of vegetation clearance works adjacent to the DLR boundary
- Details of Eastern Ramp showing offset from the DLR boundary fence for maintenance/access purposes and a maintenance strategy
- Details of the construction RAMS for the Eastern ramp structure
- Detailed design of the Eastern ramp structure
- Commitments that the future Western approach ramp will be subject to agreement with LUL
- Commitments that no opening windows or balconies facing the DLR elevation
- Details to demonstrate access to elevations of the building adjacent to the property boundary with DLR can be undertaken without recourse to entering DLR land
- Details to demonstrate that there will at no time be any potential security risk to our railway, property or structures
- Ground Movement Assessments to review the impact of basement construction and foundation loading on DLR/LUL
- Commitments that the developers will enter into an Asset Protection Agreement (APA) with DLR

The Jupp Road Bridge Eastern Access works shall thereafter be carried out in all respects in accordance with the approved design and method statements.

Reason: To ensure that the development does not impact on existing DLRL/London Underground transport infrastructure, in accordance with London Plan 2021, London Plan policy T3 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

Pre-commencement justification: submission required prior to commencement to ensure that Network Rail, the DLR, TfL and the Local Planning Authority is satisfied that the impact of the development would be appropriately mitigated.

11. Railway Infrastructure Protection – Whole Development

The development hereby permitted shall not be commenced until detailed design and method statements (produced in consultation with DLR) for the relevant stage of the development have been submitted to and approved in writing by the local planning authority which shall include:

- A base-line radio impact survey to assess the impact of the development on the DLR Radio System signal levels and a scheme of mitigation
- Commitments for regular radio impact survey reports during development to assess the potential impact.
- Commitments that should the development be found to have caused degradation to the radio signal levels, the developer must fund for the changes required known as "infills".
- Commitments that a radio survey shall also be undertaken once the development is completed.
- Commitments that the developer shall use DLR's Radio Maintainer (as directed by DLRL), for undertaking and generating the radio impact survey reports.
- Details of Tower Crane base design (including certification), Risk Assessment and Method Statement for siting, erection, lifting arrangements, operational procedure (including any radio communications), jacking up, derigging in addition to plans for elevation, loads, radius, slew restrictions and collapse radius.
- Commitments that no cranes should be erected or dismantled until DLRL's approval has been obtained in writing. Any crane oversailing the DLR will require a license to be entered into.
- Details of the façade design to mitigate the effect of noise impacting the development
- Commitments that consideration will be given to of potential future increased DLR noise levels and how that will be mitigated

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements.

Reason: To ensure that the development does not impact on existing DLRL/London Underground transport infrastructure, in accordance with London Plan 2021, London Plan policy T3 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

Pre-commencement justification: submission required prior to commencement to ensure that the TfL and the Local Planning Authority is satisfied that the impact of the development would be appropriately mitigated.

Informative to be added to planning permission: The railway infrastructure protection provisions are not intended to restrict or prevent implementation of the planning permission and the carrying out of works prior to the point in the programme when the railway infrastructure is to be constructed.

Pre-commencement justification: submission required prior to commencement to ensure that Network Rail, the DLR, TfL and the Local Planning Authority is satisfied that the impact of the development would be appropriately mitigated.

12. Demolition & Construction Dust Monitoring and Mitigation

Prior to the demolition phase and prior to commencement of development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities shall have been submitted to and approved in writing by the Local Planning Authority.

The applicant shall have regard to the GLA SPG on the Control of Dust and Emissions During Construction (or any subsequent revision) and the scheme shall include:

- A detailed Dust Management Plan (DMP) which shall include appropriate dust suppression measures and techniques for a high-risk site and monitoring of dust emissions at nearby properties
- An air quality and dust risk assessment
- An air quality management plan (which shall include measures for site management, on/off-site vehicle/machinery operation, dust suppression and track-out in order to avoid effects from dust
- Site monitoring
- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- The frequency and other arrangements for dust monitoring; and
- The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

The demolition and construction phases shall thereafter be carried out in accordance with the approved scheme for dust monitoring, assessment and mitigation for all demolition and construction activities.

Separate schemes for dust monitoring, assessment and mitigation for demolition and construction phases can be submitted.

Reason: To ensure that the demolition and construction of the development minimises its environmental impacts and protect local air quality and comply with Policy SI1 of the London Plan and the GLA SPG Control of Dust and Emissions During Construction.

Pre-commencement justification: submission required prior to commencement to ensure that the Local Planning Authority is satisfied that the impact of the demolition/construction would be appropriately mitigated.

13. Demolition

A scheme for protecting nearby residents and commercial occupiers from noise, dust, vibration and other environmental effects during demolition shall be submitted to and approved in writing by the Local Planning Authority prior to any demolition taking place on the site. The scheme shall be based on the Code of Practice for Construction Sites and arrangements for liaison set out therein. A staged scheme of protective works may be submitted in respect of individual stages of the demolition process but no works in any individual stage shall be commenced until the related scheme of protective works has been submitted to and approved in writing by the Local Planning Authority. The demolition shall not be carried out other than in accordance with the approved scheme

In the interests of public safety and to ensure a minimal effect on the amenities of neighbouring premises and the transport network these details are required prior to demolition in order that the impact on amenities is minimised from the time that development starts.

Reason: In the interests of public safety and to ensure a minimal effect on the amenities of neighbouring premises and the transport network these details are required prior to demolition in order that the impact on amenities is minimised from the time that the construction starts.

Pre-commencement justification: submission required prior to commencement to ensure that the Local Planning Authority is satisfied that the impact of the construction would be appropriately mitigated.

14. Demolition and Construction Waste Management Plan(s)

The Development shall not be commenced until a Demolition and Construction Waste Management Plan(s) has been submitted to and approved in writing by the Local Planning Authority. Separate plans for the demolition and construction phases can be submitted. The objectives of the management plan shall be to ensure all waste arising from demolition and construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The management plan shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of works including site-preparation and remediation. The management plan shall include as a minimum the following information:

- Classification of all waste including hazardous waste according to current legislative provisions
- Performance measurement and target setting against estimated waste forecasts
- Reporting of project performance on quantities and options utilised
- Measures to minimise waste generation
- Opportunities for re-use or recycling
- Provision for the segregation of waste streams on the Site that are clearly labelled
- Licensing requirements for disposal sites
- An appropriate audit trail encompassing waste disposal activities and waste consignment notes
- Measures to avoid fly tipping by others on lands being used for construction. Returns policies for unwanted materials
- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials.

The demolition and construction shall thereafter be carried out in accordance with the approved Demolition and Construction Waste Management Plan(s).

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

Pre-commencement justification: The submission is required prior to commencement to ensure that the Local Planning Authority is satisfied that the impact of the demolition and construction would be appropriately mitigated.

15. Internal and External Plant Equipment

Prior to their installation, full details of internal and external plant equipment and trunking, including building services plant, ventilation and filtration equipment shall have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details and all flues, ducting and other equipment shall be installed in accordance with the approved details prior to the use commencing on site and shall thereafter be retained and maintained in accordance with the manufacturers' instructions.

Reason: To ensure an appropriate appearance and that no unacceptable nuisance or disturbance is caused to the detriment of the amenities of future residents of the development, adjoining occupiers or to the area generally.

16. 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 would 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, in consultation with Thames Water and The Environment Agency. All piling shall be undertaken in accordance with the terms of the approved piling method statement.

Reason: To ensure that piling methodology is appropriate prior to first commencement. The proposed works would 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.

CONTAMINATION

17. Contamination

No development approved by this planning permission (or stage in development as may be agreed in writing with the Local Planning Authority) shall commence until the following have each been submitted to, and approved in writing, by the Local Planning Authority:

- i. An updated Contamination Assessment Phase One Desk Study, October 2021, prepared by RSK Geosciences 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.
- ii. A scheme of ground investigation, incorporating a detailed review of investigation, remediation and validation work carried out previously, describing and justifying the scope of investigations to provide sufficient information for a contamination risk assessment; and
- iii. A contamination risk assessment and Remediation Strategy report based on the findings of the ground investigation.

The scheme of ground investigation (part 2) shall be agreed in writing with the Local Planning Authority before the ground investigation commences. The ground investigation and remediation strategy (part 3) shall be implemented as approved, with any changes requiring the written consent of the Local Planning Authority.

Reason and pre-commencement justification: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy BN14 of the Local Plan 2020.

18. Remediation Implementation and Verification Method Statement

Excluding demolition, no development approved by this planning permission (or stage in development as may be agreed in writing with the Local Planning Authority) shall commence until a remediation implementation and verification method statement, based on the contamination risk assessment and remediation strategy report, has been submitted to and approved in writing by the Local Planning Authority.

The remediation implementation and verification method statement shall be implemented as approved, with any changes agreed in writing with the Local Planning Authority.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with policies BN3 and BN14 of the Local Plan 2020.

19. Unexpected Contamination

If during development unexpected contamination is encountered, then the Local Planning Authority shall be notified and no further development (as agreed in writing with the Local Planning Authority) shall be carried out until an addendum to the remediation implementation and verification method statement has been submitted to and approved in writing by the Local Planning Authority (unless otherwise agreed in writing with the Local Planning Authority).

The addendum remediation implementation and verification method statement shall be implemented as approved, with any changes agreed in writing with the Local Planning Authority.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and in accordance with Policy BN14 of the Local Plan 2020.

20. Verification Report

No occupation/use of any part of the permitted development (or stage in development as may be agreed in writing with the Local Planning Authority) shall take place until a verification report demonstrating completion of works set out in the remediation method statement, has been submitted to and approved in writing by the Local Planning Authority.

If the verification report identifies a requirement for long-term monitoring and maintenance (including contingency action) to ensure the effectiveness of the remediation measures implemented, then an addendum verification report(s) shall be submitted to and approved in writing by the Local Planning Authority. Long-term monitoring and maintenance elements of the verification report shall be implemented as approved.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy BN14 of the Local Plan 2020.

21. Foundation Works Risk Assessment

No foundations work (including piling, or other similar penetrative methods) shall commence until a foundation works risk assessment, including a piling method statement, and details of measures to decommission screw piles at the end of the proposed temporary use, has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: To safeguard human health and controlled waters

WATER USE

22. Drainage Strategy

Prior to the commencement of the development hereby permitted (except demolition above ground floor level), full details of the proposed surface water drainage, for the demolition, construction and operation phases of the development, shall be submitted to and approved in writing by the Local Planning Authority, and thereafter implemented in accordance with the approved details.

Reason: To determine the potential for pollution of the waterway and likely volume of water. Potential contamination of the waterway and ground water from wind blow, seepage or spillage at the site, and high volumes of water should be avoided to safeguard the waterway environment and integrity of the waterway infrastructure.

23. Infiltration Drainage

No infiltration drainage into the ground is permitted other than with the prior written consent of the Local Planning Authority. If infiltration drainage is proposed then a written plan shall demonstrate that there is no unacceptable risk to controlled waters from contamination.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and improve habitat and amenity in accordance with Policy BN14 of the Local Plan 2020.

24. Sustainable Urban Drainage Strategy

Development shall not commence (with the exception of demolition works above ground level) until a sustainable drainage strategy, detailing any on and/or off-site drainage works including maintenance and integration of linked tree pits, soil volume, irrigation, 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 (with the exception of temporary drainage during construction as approved with the sewerage undertaker) 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 and in accordance with Policy BN14 of the Local Plan 2020.

25. Sustainable drainage systems

No above ground works shall take place until details of a sustainable drainage system (SuDS) have been submitted to and approved in writing by the Local Planning Authority.

These shall include:

- i. coordination drawing illustrating how the systems work with paving, tree pits, planting pits, building drainage and local authority drainage
- ii. details of permeable paving, green/blue roofs, water collection and attenuation storage
- iii. details of the interconnected system of sustainable drainage features, identifying pathway of surface water, attenuation volumes and operation in both normal rainfall and flood conditions
- iv. details of any associated planting, substrate and drainage design, including appearance of any visible elements
- v. management and maintenance proposals for the sustainable drainage system

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Strategic Policy SP.5 and Policy S.4 of the Local Plan.

26. Thames Water

Development shall not commence (with the exception of demolition works above ground level) until impact studies, prepared in consultation with Thames Water, on the existing water supply infrastructure including the magnitude of any new additional capacity required in the system and a suitable connection point have been submitted to, and approved in writing by, the Local Planning Authority.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with this additional demand.

27. Implementation of FRA

The development approved by this planning permission (or phase in development as may be agreed in writing with the Local Planning Authority) shall not be occupied unless than in accordance with the approved Flood Risk Assessment Stratford Assembly Flood Risk Assessment Second Issue January 2022 prepared by Elliot Wood. The mitigation measures detailed in this document shall be fully implemented prior to occupation, in accordance with the scheme's timing/phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development

Prior to the occupation of the development details of a Safe Refuge Emergency Flood Evacuation Plan to be incorporated into the development shall be submitted to the Local Planning Authority for approval in writing.

The development shall be carried out in accordance with the approved details Reason: To prevent flooding on site and elsewhere by ensuring that the tidal flood defences are in satisfactory condition which is commensurate with the lifetime of the development. This is line with Policy S.8 Flood risk and sustainable drainage measures of Local Plan 2020.

DESIGN

28. Secured by Design

Details of the measures to be incorporated into the development, demonstrating how principles and practices of the current 'Secured by Design' scheme and local crime prevention security measures shall be included within the development, shall be submitted to and approved in writing by the Local Planning Authority. Once approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out Crime Officers, the development shall be carried out and maintained in accordance with the agreed details.

Prior to the first use or occupation of each element of the development i.e., the purpose-built student accommodation or LAE 6th form college an SBD certification from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the development have been met shall be submitted to the Local Planning Authority.

On completion of the full development including landscaping, external materials and other works incidental to the proposed development a letter or SBD certification from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the development have been met shall be submitted to the Local Planning Authority.

Reason: To ensure that the development maintains and enhances community safety.

29. Material Samples Materials and Detailed Design

Prior to the commencement of above ground level superstructure works hereby permitted, details and a schedule of materials and products of all external facing materials to be used in the construction of the building hereby approved, along with material sample boards and/or full-size mock-ups, have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Detailed drawings including drawings of:

- Principal features on the facades e.g., typical bay study to levels 1-5 and 7-36 (1:50 @ A3, 1:25 @A1)
- Ground floor frontages, including academy entrance study and student accommodation entrance study, to show glazing and signage zones, glazed architectural terracotta / faience tiles to entrance reveal, infill panels to bin stores etc, (1:50 @ A3, 1:25 @A1)
- Details of white and light grey acid etched, or sand blasted glass reinforced concrete/ pre-cast concrete panel type and mid grey ribbed and bush hammered concrete spandrel panels, including joint profile (1:20 @A3)
- Details of high performance PPC aluminium window system, extruded PPC aluminium baguettes to opening windows and curtain walling systems including any manifestation (1:20 @A3)
- Key junctions between materials (1:20 @A3)
- Parapets/roof level crown study to include rooftop plant screening, lift over runs etc (1:20 @A3)
- Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to sixth floor terrace (1:20 @A3)
- Details of sixth floor roof terrace including floor finishes and balustrade details (1:20 @A3)
- Details of soffits and canopies to entrance areas (1:20 @A3)
- Details of enclosures to external stairs to basement bike stores (1:50 @A3)
- External signage details including elevations and sections (1:50 @A3)
- Elevational location of all openings in envelope e.g., ventilation grilles, bird & bat boxes (1:100 @ A3)
- Elevational location of all items which are fixed to the façade e.g., projecting perforated façade screens, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes (1:100 @ A3)
- Elevational location of all panel joints (1:100 @ A3)

Details of materials and products, including finishes, of:

- Façade cladding materials including white and light grey acid etched or sand blasted glass reinforced concrete/ pre-cast concrete panel type and mid grey ribbed and bush hammered concrete spandrel panels and all facing metalwork including extruded PPC aluminium baguettes to opening windows
- Window / door types (including finishes, glass types and any manifestation)
- Curtain wall (including finishes, glass types, any manifestation and vertical planting panels to be incorporated)
- All items which are fixed / integrated to the façade (eg projecting perforated façade screens, louvres and ventilation grilles, rainwater pipes, signage, bird/bat boxes)
- Soffit and canopy materials

- Sixth floor terrace floor and balustrade finishes.

Samples of the above materials should be provided.

Full-size mock-ups of facades shall be provided at a size to be agreed with the Local Planning Authority. This includes as a minimum:

- Academy entrance and level 1 bay study to include soffit and paving interface
- Level 5 bay study and parapet/balustrade to level 6 roof terrace
- Typical bay study to level 8
- Level 36 and crown bay study

See guidance appended to the planning decision notice for further details of submission requirements.

Reason: To secure high-quality design and detailing and to ensure that materials will make an acceptable contextual response, resulting in the satisfactory appearance of the development in accordance with Strategic Policy SP.3 and Policies BN.1, BN.4 and BN.10 of the Local Plan.

LANDSCAPING

30. Landscape Design

Prior to completion of the façade treatment of the building hereby permitted, full details of hard and soft landscaping works and means of enclosure of all un-built, open areas and public realm including podiums/roof terraces shall be submitted to, and approved in writing by the Local Planning Authority

Hard landscape details shall include:

- i. details of proposed finished levels or contours including any alterations in existing ground levels
- ii. means of enclosure and boundary treatments including railings and any associated access points
- iii. details of the solid 1.8m balustrade to be installed on the podium.
- iv. car parking layouts including details of blue badge parking and electric charging points
- v. details of other vehicle and pedestrian access and circulation areas including cycle storage
- vi. details of inclusive design including external steps and ramps, tactile warning or wayfinding paving, mobility features and dropped kerbs
- vii. hard surfacing materials which shall be permeable as appropriate, including dimensions, bonding and pointing
- viii. minor artefacts and structures e.g., street furniture, play equipment, refuse or other storage units, signage, lighting, planters (fixed and moveable), drinking water fountains, bollards and hostile vehicle mitigation
- ix. location of proposed and existing functional services above and below ground including service trenches, drainage, power (such as in ground power units, operating controls and feeder pillars), communications cables, pipelines etc. indicating lines, access covers and supports to ensure no conflicts with tree and planting pits and integration of access covers with paving/surfacing layout
- x. coordination drawing illustrating how the sustainable drainage system works with paving, tree pits, planting design, building and external drainage and local authority drainage

- xi. materials samples.

Soft landscape details shall include:

- i. updated Urban Greening Factor calculation and plan (original calculation set out in Stratford Assembly Design & Access Statement Addendum February 2022, prepared by AHMM)
- ii. planting plans including plant schedules, noting species, plant sizes including girth and clear stem dimensions of trees and proposed numbers/densities where appropriate
- iii. written specifications including cultivation and other operations associated with plant establishment
- iv. all planting systems including tree pits and planting beds demonstrating plant stabilisation, drainage, aeration/irrigation, volume and specification of growing medium, tree pit surfacing and measures for protection of planting beds during establishment
- v. coordination drawing showing the locations of green roofs/walls and integration with the building design, maintenance access including detail of substrate and species proposals
- vi. coordination drawing of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey
- vii. implementation programme including time of year for planting
- viii. Two mature deciduous trees in the southwestern corner of the site

The development hereby permitted shall be thereafter carried out in accordance with the approved details prior to the date of first occupation/use. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989 and BS4428:1989 (or subsequent superseding equivalent) and current Arboricultural best practice. If within a period of FIVE years from the date of the planting any trees, shrubs or hedges included in the landscaping scheme for the development hereby permitted that die, are removed, become seriously damaged or diseased, within five years of planting, shall be replaced within the first planting season following death, removal, damage or disease by planting of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.

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

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity, biodiversity and character of the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, T.4, T.6, T.9, S.1 and S.4 of the Local Plan.

31. Landscape implementation

All hard and soft landscape works for Phase 1 shall be carried out in accordance with the approved landscape details as agreed in writing with the Local Planning Authority, by no later than the end of the planting season following completion of the development. All hard and soft landscaping works for Phase 1a shall be carried out in accordance with the approved landscape details as agreed in writing with the Local Planning Authority, prior to the use of the Phase 1a southern plaza identified on drawing 7746-PRG-LDA-200 rev P01, 7746-PRG-LDA-210 rev P01, 7746-PRG-LDA-220 rev P01 and 7746-PRG-LDA-702 rev P01 as soon as reasonably practicable following completion of the development. Planting shall comply to biosecurity requirements and BS:4428 Code of practice for general landscaping operations, BS:3936 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.'

Reason: To ensure that the landscaping is carried out within a reasonable period, to ensure new planting becomes established and to maintain a high quality of visual amenity within the area in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4 and BN.8 of the Local Plan.

32. Tree Protection

No development shall take place until an updated Arboricultural Method Statement and a Tree Protection Plan in accordance with British Standard BS5837:2012 (Trees in relation to design demolition and construction) have been prepared by a qualified arboriculturalist and submitted to and approved in writing by the Local Planning Authority.

The Arboricultural Method Statement (AMS) shall include:

- i. schedule of trees to be removed or retained and details of any proposed tree works including topping, lopping or relocation
- ii. details of replacement tree planting where necessary
- iii. analysis of the tree root system including any existing surface constraints
- iv. full details and plans demonstrating how trees to be retained shall be protected during construction work including all trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed.
- v. details of planned visits and training carried out by suitably qualified arboriculturalist
- vi. details of related works (including levels) in vicinity to the tree root system including surfaces and edging, below ground services, and any associated measures to protect the root system
- vii. details of any mitigating improvements to promote existing tree health

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure that the development will not have an adverse effect on existing trees and to maintain the character and visual amenity within the locality in accordance with Strategic Policies SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, S.1 and S.9 of the Local Plan.

Pre commencement justification: To ensure that the development will not have an adverse effect on existing trees and to maintain the character and visual amenity within the locality.

33. Trees – during construction

Throughout the implementation of the works, Stratford Assembly Arboricultural Impact Assessment and Method Statement, October 2021, prepared by TEC shall be adopted and adhered to. The erection of fencing for the protection of any retained tree shall be undertaken before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, nor shall any fires be lit, without the written consent of the Local Planning Authority. All tree work shall be carried out in accordance with British Standard 3998 (Tree Work) and undertaken under the supervision of the project arboriculturalist. No existing trees or hedgerows on the site unless dead or dangerous shall be felled or removed within 5 years from the completion of the development without the written approval of the Local Planning Authority.

Any tree identified as retained that is damaged or required to be removed as a result of the works will result in either:

- a) the penalty payment by the applicant of a compensatory sum ascertained by the CAVAT valuation system to the Local Authority. The applicant shall submit at their own cost an independent CAVAT valuation for consideration.
- b) the replacement by the applicant of the tree of equivalent size and species, or where not feasible due to the size of the tree, a replacement of a larger number of trees to an equivalent CAVAT value. The applicant will submit at their own cost an independent CAVAT valuation for consideration.

The Local Authority will be granted access when requested and reasonably practicable to survey the condition of existing trees.

Reason: To ensure that the development will not have an adverse effect on existing trees and to maintain the character and visual amenity within the locality in accordance with Strategic Policies SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, S.1 and S.9 of the Local Plan.

34. Ecology

No above ground works shall take place until a detailed ecological enhancements scheme, including a programme for the implementation of the works and long-term management, has been submitted to and approved in writing by the Local Planning Authority.

This scheme shall include details of:

- i. An updated Stratford Assembly Preliminary Ecological Appraisal, September 2021, prepared by The Ecology Consultancy Phase 1 habitat survey and any further recommended surveys
- ii. appropriate ecological enhancements
- iii. measures specifically to address retention and/or enhancement of the site's ecological connectivity through ecological corridors and networks
- iv. details of any mitigation measures such as provision for roosting bats
- v. coordination drawing of all biodiversity enhancements including habitats and items such as bird/bat boxes, swift/bee bricks with specifics on the species anticipated to use these elements based on the ecological strategy and survey.

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To preserve and enhance biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

35. Ecology during construction

Prior to the commencement of the development hereby permitted due to the potential for nesting birds / protected species to be present, clearance of dense vegetation (including trees) shall be undertaken outside of the breeding bird season (between March – August inclusive). If clearance is required during the nesting season, an ecologist should survey the area for nesting birds a short time before clearance (ideally a week or less before clearance, and no more than 2 weeks before). Clearance within 5 m of any active nests found must be delayed until chicks have fledged. A report detailing results of the nesting bird check should be supplied to the Local Planning Office soon after the survey, and areas found nest free should be cleared as soon as possible after the survey in case birds attempt to nest in surveyed areas between the time of the nesting bird check and the start of clearance.

Reason: To ensure the development contributes towards the protection and creation of habitats and valuable areas for biodiversity, ensuring compliance with the Habitats Regulations and the Wildlife & Countryside Act 1981 (as amended) in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

36. Green roofs / green walls

No above ground works shall take place until full details of green roofs and green walls in the areas indicated on the approved drawings have been submitted to and approved in writing by the Local Planning Authority. All green roofs shall meet the minimum substrate depth requirements of the GRO Code 2021 and shall take account of the policy objective for biodiversity net gain.

The details shall include:

- i. coordination drawing showing the locations of green roofs/walls and integration with the building design and maintenance access
- ii. details of substrates including depth and profile
- iii. full details of planting/seeding with species and density
- iv. a detailed scheme of maintenance including irrigation system (where an irrigation system is part of the design)
- v. details of associated ecological enhancements such as deadwood habitat, bird boxes, etc.
- vi. details of access and safety precautions during maintenance operations
- vii. sections at a scale of 1:20 with manufacturer's details demonstrating the construction and materials used and showing a variation of substrate depth (where applicable)
- viii. details of arrangements of and interfaces with all roof-top mechanical elements or structures including solar panels

Upon completion, the green roof should be inspected by an independent, suitably qualified and experienced person (e.g., chartered landscape architect or chartered ecologist with experience of green roofs), to confirm that the specifications provided in response to the condition are met. Prior to first occupation/use a report with photographs, confirming substrate depth, seeding/planting and other relevant details shall be submitted to the Local Planning Authority for its written approval.

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.3, BN.4, S.4 and S.9 of the Local Plan.

TRANSPORT

37. Cycle Parking

Before the first use/occupation of the development hereby approved the cycle storage facilities as shown on the approved drawings shall be provided and thereafter such facilities shall be retained throughout the life of the development and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building and to promote sustainable modes of transport.

38. Cycle Storage- details to be submitted

Before the first occupation of the relevant part of the development 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 respective 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 and in accordance with Policy T4 of the Local Plan 2020.

39. Parking Permit Free

No occupiers of the student accommodation hereby permitted, with the exception of disabled persons who are blue badge holders, shall apply to London Borough of Newham for a parking permit or retain such permit, and if such permit is issued it shall be surrendered to the Council within seven days of written demand.

Reason: To avoid obstruction of the surrounding streets.

40. Road Safety Audit

No development hereby permitted shall take place until a Road Safety Audit (RSA) has been undertaken, and submitted to, and approved in writing, by the Local Planning Authority. The RSA shall include review of road signing, confirmation that the emergency services agree the access provision and a commitment to undertake any mitigation measures identified in the audit. The Road Safety Audit shall be carried out in consultation with Transport for London and London Borough of Newham (highway authority). Any necessary works shown to be required as a result of the RSA shall be carried out in accordance with the approved Road Safety Audit; and no part of the development shall be occupied until the works have been constructed in accordance with approved details.

Reason and pre-commencement justification: In the interests of highway safety.

NOISE

41. Noise Levels – Internal Noise Levels

There shall be no occupation of any of the student accommodation units hereby permitted, until evidence has been provided to and approved in writing by the Local Planning Authority demonstrating compliance with BS 8233:2014 'Guidance on sound insulation and noise reduction for buildings' to attain the below internal noise levels.

- Bedrooms- 30dB LAeq,T* and 45dB LAfmax (following World Health Organisation guidance (to be exceeded no more than 10 -15 times per night within bedrooms)
- Living rooms- 35dB LAeq, D*
- *T- Night-time 8 hours between 23:00-07:00
- *D- Daytime 16 hours between 07:00-23:00.

The composite sound reduction of the building envelope (including openings or vents for background ventilation) shall ensure that appropriate internal noise levels can be achieved.

Reason: To ensure that the occupiers and users of the development amenity are not adversely affected by excessive noise from environmental and transportation sources and to be in accordance with Policy BN11 of the Local Plan 2020.

42. Noise Levels – Mechanical Equipment or Plant

Noise from any mechanical equipment or building services plant, as measured in accordance with BS4142: 2014, shall not exceed the background noise level L90B(A) 15 minutes, when measured outside the window of the nearest noise sensitive or residential premises.

Reason: To protect the amenities of adjoining occupiers and the surrounding area.

43. Noise from construction

Noise levels at any occupied student accommodation unit due to construction or demolition shall not exceed 75dB LAeq (10 hour) measured at 1m from the façade of the building, during the hours from 08:00 to 18.00 Monday-Friday, 75dB LAeq (5 hour) during the hours from 08:00 to 13:00 on Saturday except with the prior approval of the Local Authority, under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction in accordance with Policy BN12 of the Local Plan 2020.

44. Grease Trap

Prior to the commencement of the relevant part of the development, details of any grease trap or grease digester system required to be installed to any kitchen in the building shall be submitted to and approved in writing by the Local Planning Authority. Details shall include plan and sectional drawings with measured drain sizes and invert levels and full manufacturer specifications. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation/use of the relevant part of the development and shall thereafter be permanently maintained.

Reason: To protect the amenity of future occupants and/or future nearby residential properties.

MANAGEMENT

45. Delivery and Servicing Management Plan

The development shall not be occupied/used until a delivery and servicing management plan (DSMP) detailing how all elements of the development 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 DSMP shall also include provision for suspending delivery and servicing during refuse collection. The approved details shall be implemented from first occupation/use of that part of the development and thereafter for the life of the development on the respective area of land.

Reason: In the interests of highway and pedestrian safety and residential amenity making adequate provision for deliveries and servicing and encouraging sustainable delivery methods in accordance with Policy T4 of the Local Plan 2020.

46. Waste and Recycling Management

Prior to the occupation/use of the relevant part of the development hereby permitted, details of waste and recycling storage for the relevant part of the development shall be submitted to and approved in writing by the Local Planning Authority. The waste and recycling storage shall be provided in accordance with the approved details prior to the first use/occupation of the relevant development hereby permitted and shall thereafter be retained solely for its designated use. The waste and recycling storage areas/facilities are expected to demonstrate the following:

- The facilities are appropriately ventilated.
- They have a suitably robust design including walls that are fitted with rubber buffers and that any pipes/services are fitted with steel cages.
- They feature gates/doors with galvanised metal frames/hinges and locks.
- There is sufficient capacity to service the relevant building/use.
- There are maintenance facilities, including a wash-down tap and floor drain.

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area.

47. Student Management Plan

Prior to occupation of the student accommodation hereby approved, a Student Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall detail how all elements of the student accommodation would be managed by the accommodation operator, including the following:

- Term move-in and move-out arrangements including details to minimise impact on the local highway network;
- Use and management of external 6th floor terrace including accessibility, hours of use; measures to be taken to control noise emissions and prevent nuisance to nearby residential properties;
- Management of spaces within student accommodation operator control;
- Hours of access and noise control within internal and external spaces;
- Security arrangements; and
- Community liaison.

The development shall be occupied in accordance with the approved details.

Reason: To ensure appropriate operation and management of student accommodation and to limit disturbance to surrounding residential occupiers.

48. Management Plan

Prior to first occupation/use of the development hereby approved, a Management Plan shall be submitted and approved in writing by the Local Planning Authority. The Management Plan shall detail how all areas within the developer's ownership shall be managed and maintained. Details shall include how all external landscape areas would be maintained and tidied to a good visual standard and how cross over of ownership demise with London Borough of Newham would be managed. Thereafter the approved plan shall be complied with for the lifetime of the development.

Reason: To ensure that the development is completed and operated with good quality public realm spaces, and with appropriate management and maintenance procedures in place.

49. Adaptable & Wheelchair Accessible PBSA Accommodation

Five per cent of the student accommodation units hereby permitted shall be constructed to wheelchair accessible standards and comply with Part M of the Building Regulations and British Standard: 8300. Any communal areas and accesses serving the Wheelchair accessible bedrooms shall also comply with Part M of the Building Regulation. An additional Five per cent student accommodation shall be provided as easily Adaptable Wheelchair-accessible rooms for independent use. All other student accommodation units, communal areas and accesses hereby permitted shall be constructed to be easily accessible and comply with the Building Regulations.

Reason: To secure appropriate access for disabled people, older people, people with mobility constraints and additional needs.

50. Accessibility Management Plan

Prior to the commencement of the relevant part of the development hereby permitted, an Accessibility Management Plan (AMP) shall be submitted to and approved in writing by the Local Planning Authority. The AMP shall include details of:

1. The detailed design and layout of rooms that will be designed for wheelchair users to occupy from the outset (5% - 36 rooms in total)
2. A proposal for how rooms would be fitted out for those students who require an accessible room but are ambulant disabled
3. A mechanism to enable additional bedrooms up to a maximum of 10% of the total number of rooms (maximum of 71) to be fitted out within 2 weeks of the adaptable rooms being required and no accessible rooms being available unless agreed otherwise
4. Details of the way in which the website which advertises rooms at the development will advertise the availability of wheelchair accessible rooms; and
5. Details of the mobility scooter and blue badge parking provision to include a mechanism for review and regular monitoring of blue badge and mobility scooter parking demand. The AMP shall also set out how further mobility scooter or blue badge parking demand could be accommodated either on-site or on-street (within the immediate vicinity of the site) if required.

The AMP will be considered by the Local Planning Authority, in consultation with the GLA Access Adviser and the measures shall be implemented, and the accommodation operated only in accordance with the approved AMP at all times thereafter throughout the life of the development hereby permitted.

Reason: To ensure an inclusive environment.

SUSTAINABILITY

51. BREEAM

Before any fit out works to the development hereby authorised begin, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating 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 occupation of either the purpose-built student accommodation or LAE 6th form college hereby permitted, a certified Post Construction Review for the relevant use (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 in accordance with policies S2 and S4 of the Local Plan 2020.

52. Renewable energy

The development shall be constructed and operated in accordance with the approved Stratford Assembly Energy Statement October 2021 prepared by DSA Engineering and shall achieve the reported 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 and to ensure sufficient information is available to monitor the effects of the development in accordance with policies S2 and S5 of the Local Plan 2020.

53. Energy Strategy

Prior to commencement, an updated Energy Strategy (Strategy (Stratford Assembly Energy Statement, October 2021, prepared by DSA) should be submitted and agreed in writing with the local planning authority which provides further detail on how the development will meet the GLA Energy Hierarchy target of 15% for 'Be Lean' measures. This should include a description of all the measures that have been considered and how energy efficiency has been maximised. If further improvements cannot be made then a robust justification should be provided as to why.

Reason: In the interests of promoting sustainable development.

54. Ventilation Strategy

Prior to the commencement of above ground construction works, a ventilation strategy for the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall demonstrate adequate mitigation measures with respect to NOx filtration or ventilation. The development shall be thereafter carried out prior to first occupation/use in accordance with the approved details and the mitigation measures maintained as part of the development.

Reason: To ensure that accommodation within the development is appropriately ventilated and achieves a suitable level of internal air quality.

55. Wind

Prior to the commencement of above ground construction works, details of the mitigation measures presented within Stratford Assembly Environmental Statement Volume 1, Chapter 11, Wind Microclimate, October 2021, prepared by Trium together with further wind assessments based on physical Wind Tunnel testing shall be submitted to the Local Planning Authority for approval in writing, and no development above ground shall be commenced prior to approval of the final mitigation works being approved.

The further submission shall set out a programme for the implementation of the approved mitigation works and provide for planting and/or other measures to be established prior to the completion of the building. The building shall not be occupied prior to the implementation of the approved mitigation works in accordance with the approved programme.

The approved mitigation works shall be implemented prior to the occupation of the building and retained during the lifetime of the development.

Reason: to ensure a safe and comfortable wind environment in the public realm.

56. Wind Mitigation Measures

Prior to commencement of the development hereby approved details of temporary mitigation measures 18135_A_(00)_P001 rev 02 shall be submitted to, and approved in writing by, the Local Planning Authority in the form of two 6m totems, to be provided at the western area of the development site between the school/student accommodation building hereby permitted and Broadway House, as well as deciduous tree planting at the southwestern corner to ensure wind conditions are safe and comfortable along the east – west pedestrian route through the site. The wind mitigation measures shall be reviewed and updated throughout the construction period and be updated as agreed in writing with the Local Planning Authority.

Reason: to ensure a safe and comfortable wind environment in the public realm.

Pre commencement justification: To ensure that the Local Planning Authority can consider wind mitigation measures during demolition and construction.

57. Fire Strategy

Prior to commencement of above ground works hereby permitted, an updated Fire Strategy (original document is Stratford Assembly Outline Fire Engineering Strategy, February 2022, prepared by Hollis) prepared by a third party suitably qualified assessor shall be submitted to and approved in writing by the Local Planning Authority. The updated strategy shall detail how the proposed development would function in terms of:

- the building's construction: methods, products and materials used
- access for fire service personnel and equipment: how this would be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, including sprinklers, and the ongoing maintenance and monitoring of these
- how provision would be made within the site to enable fire appliances to gain access to the building.

The updated fire strategy shall detail the approach to compliance with the relevant fire safety guidance, and evidence shall be provided to the LPA that consultation has been undertaken with the relevant approval authorities (Fire Service and Building Control) to agree the approach. The strategy shall be implemented as approved prior to first occupation/use in accordance with the approved details and permanently retained thereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with London Plan Policy D12.

58. Fire Evacuation Lifts

Prior to commencement of superstructure works, drawings showing the installation of fire evacuation lifts for each building core shall be submitted to, and approved in writing by, the Local Planning Authority. Fire evacuation lifts shall thereafter be installed within the development hereby permitted in accordance with the approved drawings.

Reason: To ensure the safe and inclusive emergency evacuation of residents in accordance with London Plan Policies D3 and D12.

59. Overheating

Before the construction of the façades of the development hereby permitted takes place, an updated assessment (Stratford Assembly Sustainability Statement (including BREAAAM Pre-Assessment) Rev. 03, January 2022, prepared by AHMM) of the internal temperature in summer of the development shall be submitted to, and approved in writing by, the Local Planning Authority, so as to demonstrate compliance with the requirements of the Building Regulations 2010 (Schedule 1, Part L). Such assessment shall use the method of calculation set out in the 'PART L Criterion 3 Limiting Solar Gain' and have regard to CIBSE 2050 weather data. 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 facades; provision of ventilation; and internal layout. The building shall be constructed in accordance with the approved details and maintained in this condition thereafter.

Reason: To ensure a comfortable level of amenity for residents of the development and in the interests of visual amenity and to be in accordance with Policy S.4 of the Local Plan.

60. Lighting

No occupation of the development hereby approved shall take place until a lighting scheme, including floodlighting, security lighting and the illumination of the buildings at night, has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall include:

- i. functions of proposed lighting and the uses it supports e.g., for wayfinding
- ii. a lux plan showing both proposed and existing retained light sources
- iii. details of time limits on lighting and hours of operation
- iv. details of how the lighting scheme will mitigate any potential biodiversity impacts arising from the installation or operation of the proposed lighting
- v. details of fixtures, any supporting structures and systems of control such as timers and sensors including surface finish and colour
- vi. details on colour temperature of the lighting and the associated public realm surfaces including reflectivity and glare

The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: In the interest of residential amenity and to protect ecological systems in accordance with Local Plan policy BN.3.

61. CCTV

No CCTV equipment shall be installed until details of the design and appearance including the location 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 thereafter retained as such.

Reason: To ensure that the development does not prejudice the visual amenities of the locality.

62. Wayfinding / Signage

No above ground works shall take place until details of a signage strategy which shall include detailing of the intended appearance of signage for all uses on the site, including the mural/wall art to the flank wall of Broadway House, as well as wayfinding (including waymarking from point of arrival), street signage and traffic related signage has been submitted to and approved in writing by the Local Planning Authority. The strategy shall include locations and details of fittings and supporting structures. The development shall not be occupied/used until it has been carried out in accordance with the approved details. The development shall thereafter be retained as such.

Reason: To ensure legibility of the site in accordance with Strategic Policy SP.3 and SP.5 and Policies BN.1, BN.3, BN.4, BN.8, S.1 and S.12 of the Local Plan.

INFORMATIVES TO BE ADDED

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: xxxxxx **January 2025**



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

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.