

DATED 20 June 2016



(1) LONDON LEGACY DEVELOPMENT CORPORATION
(2) 1-2 HEPSCOTT ROAD LIMITED

PLANNING OBLIGATION BY AGREEMENT

**made pursuant to section 106 of the Town and Country Planning Act 1990
and all other powers enabling
relating to 1-2 Hepscott Road, London E9 5HB**

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 20 DAY OF June 2016
*Pinsent
masons
LLP*
Pinsent Masons LLP

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THIS AGREEMENT is made on 20 June 2016

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) **1-2 HEPSCOTT ROAD LIMITED** (Company Number 09416082) of First Floor, Kirkdale House, 7 Kirkdale Road, Leytonstone, London E11 1HP (the "Owner");

RECITALS

WHEREAS:

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry with Title Numbers LN250874 and NGL381553.
- (C) The Planning Application was validated by the LPA on 1 October 2015.
- (D) On 22 March 2016 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

OPERATIVE PROVISIONS:

1. INTERPRETATION

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

- "1990 Act" Town and Country Planning Act 1990;
- "Agreement" this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;
- "Anticipated Commencement Date" the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced;
- "Approve" a decision by the LPA to approve a Submitted Document pursuant to any of the following:
 - 1. Clause 9 (approval of a Submitted

Document as submitted);

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

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

"Building" means a building comprised in the Development;

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

"Commencement Date" means the date upon which the Development is Commenced;

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

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

"Condition" means a condition of the Planning Permission;

"Consent" any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;

"Council" means the London Borough of Tower Hamlets and its successor in function;

"CPI"	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it;
"Developer"	shall have the meaning ascribed to it in clause 1.2.7;
"Development"	the development of the Site and all other operations and/or works authorised by the Planning Permission;
"Dispute"	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
"Expert"	an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute;
"Family Housing Units"	means Residential Units with three or more bedrooms;
"First Occupation"	means first Occupation of the Development or any part thereof;
"General Building Cost Index"	means the <i>General Building Costs Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer;
"Index"	means: <ul style="list-style-type: none"> 1. the General Building Cost Index in respect of the Sustainable Transport Contribution and all contributions paid pursuant to this Agreement where it is known at the date of payment such contributions are to be spent on the construction of facilities and/or infrastructure; 2. in all other cases the CPI;
"Indexed"	means in relation to an sum that it is to be increased in accordance with clauses 16.2 and 16.3;
"LPA Response Date"	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where: <ul style="list-style-type: none"> 1. the LPA decides to consult on the revised Submitted Document, in

which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or

2. the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document;

"Occupy" and "Occupation"

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

"Off Site"

on land outside the Site;

"On Site"

on land within the Site;

"Parties"

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

"Plan 1"

means the plan annexed to this Agreement at Appendix 1;

"Plan 2"

means the plan annexed to this Agreement at Appendix 2;

"Plan 3"

means the plan annexed to this Agreement at Appendix 3;

"Planning Application"

the application for full planning permission submitted to the LPA and given reference number 15/00446/FUL by the LPA for mixed use redevelopment comprising: demolition of existing buildings and construction of a new 6 storey building to provide 922 (GIA) of commercial space (use class B1c) with yard area, 30 Residential Units (14 x 1 bed, 12 x 2 bed, 4x 3 bed), amenity areas, disabled parking, cycle parking and refuse/recycling stores;

"Planning Permission"

the planning permission which may be granted subject to conditions for the proposals within the Planning Application and a draft of which is attached at Appendix 4;

"Private Residential Units"

means Residential Units which are neither Affordable Rented Housing Units or Shared Ownership Units provided pursuant to

	paragraph 2 of Schedule 1;
"Reasonable Endeavours"	that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);
"Refusal Notice"	a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve and enclosing the Report Amendments;
"Report Amendments"	those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document together with brief reasons why it requires those amendments to be made to enable it to Approve such Submitted Document;
"Requisite Consents"	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;
"Residential Unit"	means a residential unit provided as part of the Development;
"Site"	the land shown edged red on Plan 1;
"Submitted Document"	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement;
"Superstructure"	means any part of the Development built above the foundation;
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those

services to any member of the public or any occupier of premises within the Site;

"Working Day"

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

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

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

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

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

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

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

1.2.5 references to the Site include any part of it;

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

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

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

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

obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and, subject to Clauses 2.5 and 2.6, the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.7 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.8 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Developer) modified.
- 2.9 Subject to clause 2.10 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

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

3. CONDITIONALITY

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

4. THE DEVELOPER'S COVENANTS WITH THE LPA

- 4.1 The Developer on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:
- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;
 - 4.1.2 notify the LPA within 5 (five) Working Days of the transfer of any interest in the site;
 - 4.1.3 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and
 - 4.1.4 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 (twenty one) days of the notice and the notice shall confirm and provide evidence that this is the case.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

- 5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clause 5.3 the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("Other Statutory Authority") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies
- 5.4 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.3 the LPA shall seek assurances from that Other Statutory Authority that the monies shall

be applied by that Other Statutory Authority for the purposes for which they have been paid.

6. NOTICES

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

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

6.1.2 if sent by first class post or recorded delivery post, the day 2 (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

Owner:

Address: 1-2 Hepscoth Road Limited
1st Floor, Kirkdale House
7 Kirkdale Road
Leytonstone
London E11 1HP

For the attention of: The Company Secretary

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

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

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

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

8. **VERIFICATION AND ENFORCEMENT**

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

9. **APPROVAL**

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

9.1.1 30 (thirty) Working Days of receipt of the Submitted Document from the Developer, or

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

PROVIDED THAT where Clause 9.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Submitted Document from the Developer and FURTHER PROVIDED THAT in the event the LPA confirms that it does not Approve the Submitted Document the LPA shall issue a Refusal Notice and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or 50 (fifty) Working Days (as applicable) the provisions of Clause 10.4 shall apply.

10. **REFUSAL NOTICE**

10.1 Not more than 5 (five) Working Days from receipt of the Refusal Notice the Developer shall confirm to the LPA whether it accepts the Report Amendments.

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

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

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

- 10.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 11.
- 10.3 In the event the Developer confirms that it does not accept the Report Amendments the following provisions apply:
- 10.3.1 not more than 10 (ten) Working Days after such confirmation the Developer and the LPA shall meet to discuss the Report Amendments and the Submitted Document;
- 10.3.2 in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 11 shall apply;
- 10.3.3 in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.
- 10.4 In the event the LPA does not Approve the Submitted Document or issue a Refusal Notice within the time period specified in Clause 9 the following provisions shall apply:
- 10.4.1 not more than 5 (five) Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;
- 10.4.2 In the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 11 shall apply;
- 10.4.3 in the event the Developer and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:
- (a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply; or
- (b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.
- 10.5 The LPA and the Developer may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 10.1 to 10.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

11. **DISPUTE RESOLUTION**

- 11.1 One party may by serving notice on all the other parties (the "Notice") refer a Dispute to an Expert for determination.
- 11.2 The Notice must specify:
- 11.2.1 the nature, basis and brief description of the Dispute;
 - 11.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
 - 11.2.3 the proposed Expert.
- 11.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 11.7 provides otherwise) to nominate the Expert at their joint expense.
- 11.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 11.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 11.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 11.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- 11.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
 - 11.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
 - 11.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
 - 11.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
 - 11.7.5 in all other cases, the President of the Law Society to nominate the Expert.

12. NO WAIVER

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

13. DUTY TO ACT REASONABLY AND IN GOOD FAITH

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

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

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

15. THE LPA'S COSTS

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

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

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

16. FINANCIAL CONTRIBUTIONS AND INDEXATION

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

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

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

17. 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.

SCHEDULE 1

AFFORDABLE HOUSING

DEFINITIONS

"Affordable Housing"	means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;
"Affordable Housing Contracts"	means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider;
"Affordable Housing Provider"	means a provider of Affordable Housing Approved in respect of the Development pursuant to paragraph 1.1 of this Schedule;
"Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing pursuant to this Schedule;
"Affordable Housing Management Scheme"	means a scheme specifying:- <ul style="list-style-type: none">(a) management and servicing arrangements for the Affordable Housing Units; and(b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charge.
"Affordable Rented Housing"	means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to eighty per cent (80%) of local market rents;
"Affordable Rented Housing Units"	means Affordable Housing Units to be made available for Affordable Rented Housing pursuant to paragraph 2 of this Schedule;

"Affordable Rents"

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

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

SUBJECT TO an annual percentage rent increase by reference to the amount of the annual increase in the CPI + one per cent (1%) (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA in "The Regulatory Framework for Social Housing in England from 1 April 2015 (Rent Standard Guidance)", or any successor guidance;

"Grant Funding"

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

"Homes and Communities Agency" or "HCA"

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

"HomeBuy Agent"

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

"Intermediate Housing"

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

"Lifetime Home Standards"

means the incorporation of the 16 (sixteen) design standards which together create a flexible blue print for accessible and adaptable

housing published by the Joseph Rowntree Foundation Lifetime Homes Group and which standards incorporate all of the Part M Building Regulations and relevant parts of the Housing Corporation Design and Quality Standards;

"Model Form of Lease"

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

"National Rent Regime"

means the regime under which the social rents of tenants of social housing are set, with particular reference to the DCLG's Guidance on Rents for Social Housing (May 2014) and Direction on the Rent Standard (May 2014) and the Welfare Reform and Work Act 2016 (as the same may be amended or superseded);

"Perpetuity"

means a minimum term of 125 (one hundred and twenty five) years from the date of first Occupation of an Affordable Housing Unit;

"Rental Cap"

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

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

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

"Rents and Nominations Agreement"

means the Council's standard rents and nominations agreement;

- "Shared Ownership Housing"** means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease;
- "Shared Ownership Units"** means Affordable Housing Units to be made available for Shared Ownership Housing pursuant to paragraph 2 of this Schedule;
- "Social Rented Housing"** means rented housing for which guideline target rents are determined through the National Rent Regime;
- "Staircasing"** means the purchase by the owners of additional equity in a Shared Ownership Unit or shared equity unit;
- "Target Rents"** means rents for Social Rented Housing calculated in accordance with the National Rent Regime.

1. AFFORDABLE HOUSING PROVIDER

- 1.1 Prior to the Commencement of Development the Developer shall submit to the LPA and obtain its Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the Development.
- 1.2 The Developer will:
- 1.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Rented Housing Units and the Shared Ownership Units to be provided pursuant to paragraph 2 of this Schedule; and
- 1.2.2 notify the LPA within 10 (ten) Working Days of entering into an Affordable Housing Contract.

2. MINIMUM AFFORDABLE HOUSING PROVISION

- 2.1 Not less than 4 (four) Residential Units shall be provided as Shared Ownership Units.
- 2.2 Not less than 3 (three) Residential Units shall be provided as Affordable Rented Housing Units.
- 2.3 The Affordable Housing to be provided pursuant to paragraphs 2.1 and 2.2 above shall comprise the following unit size mix:

	1 bed/2 person units	2 bed/4 person units	3 bed/5 person units	Total number of units
Shared Ownership Units	2	2	0	4

Affordable Rented Housing Units	2	0	1	3
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2.4 Not more than fifty per cent (50%) of the Private Residential Units shall be Occupied until:

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

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

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

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

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

3. AFFORDABLE RENTS AND AFFORDABILITY CRITERIA

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

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

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

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

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

4. GRANT FUNDING

4.1 The Developer shall:

4.1.1 use Reasonable Endeavours to secure Grant Funding;

4.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 (ten) Working Days of receipt of the same;

- 4.1.3 if Grant Funding is secured, notify the LPA as to the quantum, tenure and proposed location of the additional Affordable Housing to be provided in the Development.
- 4.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to Paragraph 4.1 above.
- 4.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the Development with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.
- 4.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Developer shall within the later of 28 (twenty eight) days of receipt of such Grant Funding or Commencement of Development notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "**Grant Funded Unit**").
- 4.5 In respect of the disposal of any Grant Funded Unit the purchase price shall not exceed eighty five per cent (85%) of the market value of that unit on the assumption that it is a Private Residential Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.
- 4.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's administrative area.
5. **GENERAL**
- 5.1 The Developer hereby covenants with and undertakes to the LPA that the Developer will in respect of Affordable Housing:-
- 5.1.1 not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity;
- 5.1.2 provide that ten per cent (10%) of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible dwellings to the LPA for Approval prior to commencement and notify the LPA at least nine months prior to their Completion;
- 5.1.3 provide the Affordable Housing Units in accordance with the London Mayor's Housing Supplementary Planning Guidance Housing (March 2016) and such parts of the London Mayor's Draft Interim Housing Supplementary Planning Guidance Housing (May 2015) which remain in place at the time of this Agreement and the Lifetime Home Standards as the same may be superseded or amended from time to time;
- 5.1.4 ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to deliver a duly executed Rents and

Nominations Agreement to the Council within 6 (six) months of date of the Affordable Housing Contract;

5.2 The provisions of this Schedule will not bind:

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

(a) it has given the LPA at least 3 (three) months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;

(b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and

(c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with paragraph 5.2.1(b) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the Affordable Housing Units;

5.2.2 any Shared Ownership Unit where one hundred per cent (100%) of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;

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

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

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

5.3 The Developer will procure that the Transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an

individual Shared Ownership Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.

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

6. RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS

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

SCHEDULE 2
VIABILITY REVIEW

DEFINITIONS

- "Construction Contract"** means a contract for the construction and completion of the Development entered into by the Developer in such form as is custom and practice to use in the industry incorporating the programme for the completion of the Development by a specified completion date documentary evidence of which shall be submitted to the LPA in writing;
- "Deferred Affordable Housing"** means the Deferred Affordable Housing Units or the Deferred Affordable Housing Payment;
- "Deferred Affordable Housing Units"** means Affordable Housing to be provided as part of the Development in addition to the Affordable Housing Units to be provided pursuant to Schedule 1 of this Agreement up to a maximum of 3 (three) Residential Units (in addition to the 7 (seven) secured by Schedule 1) in accordance with the Deferred Affordable Housing Scheme;
- "Deferred Affordable Housing Payment"** means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the Development above the figure of 7 (seven) Residential Units secured through Schedule 1 of this Agreement up to a cap of fifty per cent (50%) of the Residential Units comprised within the Development in accordance with the requirements of Policy H.2 of the London Legacy Development Corporation Local Plan (adopted on 21st July 2015) to be agreed between the Developer and the LPA or determined by the Specialist ;
- "Deferred Affordable Housing Scheme"** means a scheme specifying the quantum, size and location of the Deferred Affordable Housing Units with reference to plans and drawings approved as part of the Planning Application, which:
- (a) is submitted by the Developer with any Viability Review; and
 - (b) is either:
 - (i) agreed by the LPA and the Developer; or
 - (ii) determined by the Specialist;
- "Force Majeure"** fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion or terrorist activity;

"Memorandum"

means a memorandum made in accordance with paragraph 12 of this schedule;

"Relevant Report"

means a detailed report setting out and evidencing the Developer's reasons and justification (financial and otherwise) as to why any Viability Review submitted would not support any Deferred Affordable Housing;

"Specialist"

means an independent qualified chartered surveyor with not less than 10 (ten) years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with clause 11.3 of this Agreement;

"Substantial Commencement"

means the occurrence of all of the following events:

- (a) a Construction Contract is let by the Developer and certified documentary evidence of the same is provided to the LPA; and
- (b) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter); and
- (c) Commencement of the Development has occurred and works (including but without limitation building or engineering works) pursuant to the Construction Contract have taken place and are ongoing in respect of the Development for at least 3 (three) calendar months (without interruption to the construction programme under the Construction Contract lasting more than one 1 (one) week in total in any given month);

"Unconditional Obligation Certificate"

means a certificate provided by solicitors acting for the Developer to the effect that:

- (a) the Developer has completed the Construction Contract in which a construction contractor agrees to construct the whole Development by a specified completion date in accordance with an agreed programme subject to the usual extensions, and
- (b) all contractual conditions precedent to the enforcement of the obligation to construct the Development referred to at (a) above have been satisfied;

"Viability Review"

means a review to be provided by the Developer assessing the ability of the Development to viably

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

1. EVIDENCE OF COMMENCEMENT

Upon the occurrence of Substantial Commencement within 18 (eighteen) months of the date of grant of the Planning Permission the Developer shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the Site at all reasonable times for the purposes of inspecting the Site and verifying Substantial Commencement.

2. VIABILITY REVIEW

2.1 If the Development has not been Substantially Commenced within 18 (eighteen) months of the date of the Planning Permission the Developer shall prior to Substantial Commencement or as the case may be prior to any undertaking any further development work which would constitute Substantial Commencement submit to the LPA a Viability Review which shall be accompanied by:

2.1.1 either:

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

2.1.2 the Construction Contract; and

2.1.3 an Unconditional Obligation Certificate

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

3. INTERRUPTIONS TO THE PROGRAMME

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

4. CONTENT OF VIABILITY REVIEW

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

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

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

5. VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATION

5.1 Within 10 (ten) Working Days of receipt of a Viability Review (unless otherwise agreed between the LPA and the Developer), the LPA shall either:

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

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

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

5.2 On receipt of any request for further information, the Developer shall as soon as reasonably practicable and in any case within 10 (ten) Working Days (or such longer period as may be agreed between the LPA and the Developer) of such request provide to the LPA the information requested whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).

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

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

6. REVIEW OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME

6.1 The LPA shall be entitled to:

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

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

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

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

- 6.2.1 the Viability Review, and
- 6.2.2 if relevant, the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment

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

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

- 6.3.1 it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or
- 6.3.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Developer and the LPA and confirms that no Deferred Affordable Housing is triggered; or
- 6.3.3 it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Developer and the LPA, and the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (if relevant) is agreed by way of a completed Memorandum ("**Acceptance Notice**").

7. REFERRAL TO THE SPECIALIST

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

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

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

- 7.3.1 all relevant material submitted to him by the LPA and the Developer;
- 7.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;
- 7.3.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to On Site Deferred Affordable Housing at paragraph 8.

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

8. ON SITE DEFERRED AFFORDABLE HOUSING UNITS

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

- 8.1.1 the Deferred Affordable Housing Scheme; and
- 8.1.2 the programme comprised in the Construction Contract; and
- 8.1.3 the obligations and covenants on the part of the Developer in relation to Affordable Housing Units in Schedule 1 which shall apply mutatis mutandis to the Deferred Affordable Housing Units.

9. DEFERRED AFFORDABLE HOUSING PAYMENT

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

- 9.1.1 the Developer shall pay to the LPA the Deferred Affordable Housing Payment prior to First Occupation; and
- 9.1.2 no part of the Development shall be Occupied until the Deferred Affordable Housing Payment has been paid to the LPA.

10. RESTRICTION ON IMPLEMENTATION

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

- 10.1.1 the LPA or the Specialist has confirmed in writing that the Viability Review is accepted and no Deferred Affordable Housing is required; or
- 10.1.2 the LPA has confirmed its approval of the Deferred Affordable Housing Scheme and the same has been documented by way of Memorandum; or
- 10.1.3 if the matter has been referred to the Specialist by either Party the Specialist has issued his Decision including the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (as relevant) and the same has been documented by way of Memorandum.

11. EXPIRY OF VIABILITY REVIEW AND DEFERRED AFFORDABLE SCHEME

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

- 11.1.1 from the date of its preparation; or
- 11.1.2 if the LPA requested further information resulting in its revision from the Validation Date

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

11.2 If a Viability Review expires without the LPA and the Developer having agreed or the Specialist having determined the issue of the Deferred Affordable Housing, then the

Developer shall within 1 (one) calendar month of the Expiry Date submit to the LPA (or the Specialist as the case may be) an up-to-date Viability Review whereupon the provisions and covenants on behalf of the Developer in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing.

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

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

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

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

12. MEMORANDUM

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

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

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

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

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

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

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

SCHEDULE 3

SUSTAINABLE TRANSPORT

- "Highway Works"** means footpath improvements on the streets shaded red on Plan 2.
- "S278 Agreement"** means an agreement under section 278 of the Highways Act 1980 for the carrying out of the Highway Works.

1. SECTION 278 AGREEMENT

- 1.1 Prior to the Commencement of Development to submit the S278 Agreement to the LPA for their consideration.
- 1.2 Not to Occupy the Development until the S278 Agreement has been completed.

2. RESTRICTION ON ON-STREET PARKING PERMITS

- 2.1 No owner or occupier of the Development or any part thereof shall apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the life of the Development unless otherwise agreed by the LPA unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970.
- 2.2 The Developer shall not to dispose of to any person or Occupy or allow any person to Occupy any of the Residential Units unless a notice has been served on such person that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area.

SCHEDULE 4

TRAVEL PLAN

DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the Approved Travel Plan;
"Monitoring Period"	means 6 (six) months after first Occupation until 5 (five) years after first Occupation of the final Building to be Completed;
"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) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;
"Travel Plan"	means the travel plan to be submitted to the LPA for Approval pursuant to paragraph 1 of this Schedule;
"Travel Plan Monitoring"	means monitoring of the Approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: <ol style="list-style-type: none">1. carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;2. monitoring of the usage of the car parking which is available for use in the Development; and3. monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development;
"Travel Plan Monitoring Officer"	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan;
"Travel Plan Monitoring Report"	a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include: <ol style="list-style-type: none">1. details of trip generation rates;2. details of mode share and change in

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

"Travel Plan Review Period"

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

1. TRAVEL PLAN

- 1.1 Prior to the erection of the Superstructure or within 12 (twelve) months of the Commencement of Development (whichever is sooner) the Developer shall:
 - 1.1.1 submit to and obtain the LPA's Approval of a Travel Plan;
 - 1.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.
- 1.2 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.
- 1.3 The Travel Plan to be submitted pursuant to paragraph 1.1 shall:
 - 1.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
 - 1.3.2 contain clear commitments to measures, including investigation of potential additional measures;
 - 1.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
 - 1.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTE';
 - 1.3.5 contain measures aimed at:

- (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

1.3.6 include a parking review plan which sets out:

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

1.3.7 include a car parking management plan which sets out:

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

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

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

2. TRAVEL PLAN MONITORING

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

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

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

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

3. MODAL SPLIT TARGETS

3.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can

implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

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

SCHEDULE 5

EMPLOYMENT AND TRAINING

DEFINITIONS

- "Council's Area"** means the administrative area of the Council;
- "Legacy Communities Scheme Careers Programme Group"** means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;
- "Local Labour and Business Schemes"** means the following schemes:-
1. in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and
 2. in the London Borough of Tower Hamlets – the scheme known as "Skillsmatch";
- "London Living Wage"** means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA;
- "Shell and Core"** means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry;
- "Workspace"** means the floorspace within Use Class B1 within Plot C authorised by the Planning Permission;
- "Workspace Strategy"** means a written strategy identifying how the Workspace has been and will be designed and marketed to meet the needs of small local companies and businesses.

1. DELIVERY OF WORKSPACE

- 1.1 No part of the Development shall be Occupied until all of the Workspace has been completed to Shell and Core.

2. WORKSPACE STRATEGY

- 2.1 Within 12 (twelve) months of the Commencement of Development the Developer shall submit and obtain the LPA's Approval to the Workspace Strategy.

- 2.2 The Developer shall not less than once a year from the date that all Workspace is Occupied:

- 2.2.1 review the effectiveness of the Workspace Strategy; and

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

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

3. LOCAL LABOUR AND LOCAL BUSINESS

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

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

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

3.1.3 the recruitment of persons living in the Council's Area accounts for twenty five per cent (25%) of the construction jobs arising from the Development;

3.1.4 the recruitment of persons living in the Council's Area accounts for a total of between twenty five per cent (25%) and eighty five per cent (85%) of the end-use jobs at the Development;

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

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

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

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

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

3.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;

3.2.2 use Reasonable Endeavours to ensure that twenty per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area; and

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

SCHEDULE 6
SUSTAINABILITY

DEFINITIONS

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

1. DISTRICT HEATING NETWORK

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

1.3.3 the Developer has agreed the terms of and entered into a binding obligation with the LPA pursuant to which it agrees to pay a financial contribution to the LPA towards identified offset solutions, such contribution having been calculated by reference the Price Per Carbon Tonne and the tonnage of residual CO2 emissions to be off set as a result of the Buildings not being connected to the District Energy Network.

1.4 No Building shall be Occupied unless and until:

1.4.1 it is connected to the District Heating Network;

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

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

2. **REDUCTION OF ENERGY DEMAND**

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

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

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

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

SCHEDULE 7
DESIGN MONITORING

DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment;
- "Architect"** means Hawkins Brown Architects LLP, 159 Saint John Street, London, EC1V 4QJ;
- "Design Monitoring Costs"** means the monies paid in accordance with paragraph 2.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
- "Development"** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission;
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act;
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act.

1. DESIGN TEAM STATEMENT

- 1.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of those details (the "**Design Team Statement**"):
- 1.1.1 an application pursuant to Conditions 10, 11, 13, 14 and 17 of the Planning Permission;
 - 1.1.2 an application for a S96A Amendment;
 - 1.1.3 an application for a S73 Permission.
- 1.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

2. DESIGN MONITORING COSTS

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

2.1.1 notify the LPA of such non-retention; and

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

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

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

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (Indexed).

3. RESTRICTION ON DEVELOPMENT

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

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

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

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

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

SCHEDULE 8
CONSTRUCTION

DEFINITIONS

"National Considerate Constructors Scheme"

means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavement congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to respect of people.

1. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

- 1.1 The Development shall be constructed in accordance with the National Considerate Constructors Scheme.

SCHEDULE 9

HERITAGE CONTRIBUTION

DEFINITIONS

"Developer Contribution"	Heritage	means the sum of £142,000 (Indexed);
"Hackney Wick Central Masterplan Area"	Central	means the area edged red on Plan 3;
"Heritage Funds"		means the total amount (£) comprising the Developer Heritage Contribution and any Other Developer Contributions held at any time in the PPDT S106 Account;
"Lord Napier Public House Works"		means works to safeguard the Lord Napier Public House (which is shown for identification purposes only hatched in red on Plan 3 including (but not limited to) critical structural works and the installation of a new roof, walls and windows;
"Other Heritage Contributions"		means contributions towards works to maintain, improve and/or enhance non-designated heritage assets within the Hackney Wick Central Masterplan Area received by the LPA pursuant to other section 106 agreements for development within the Hackney Wick Central Masterplan Area;
"PPDT S106 Account"		means the bank account set up by the LPA for the purposes of receiving monetary contributions pursuant to planning obligations;
"PPG"		means the Project Proposals Group which: <ul style="list-style-type: none">▪ comprises of a group of senior officers from the London Legacy Development Corporation;▪ is chaired by the Executive Director of Planning Policy and Decisions; and▪ has delegated authority to make decisions on spending of funds received by the LPA under section 106 agreement and community infrastructure levy payments or such other group performing the same function as the PPG within the London Legacy Development Corporation or its successor in function as local planning authority and whose remit includes overseeing the Heritage Funds

1. HERITAGE CONTRIBUTION

- 1.1 The Developer shall pay the Developer Heritage Contribution to the LPA prior to the Commencement of Development and the LPA shall thereafter transfer the Developer Heritage Contribution into the PPDT S106 Account, such monies (together with Other Heritage Contributions received from time to time) to be separately identifiable from other monies held in PPDT S106 Account.

2. HERITAGE ACCOUNT

- 2.1 Monies shall from time to time be drawn down from and paid out of the Heritage Funds in accordance with paragraph 3.
- 2.2 The interest accruing in the PPDT S106 Account on the Heritage Funds will form part of the Heritage Funds.
- 2.3 Draw down from and payments out of the Heritage Funds shall be by the instruction of the LPA requiring the signature of an officer nominated by the PPG from time to time.
- 2.4 On the earlier of:
 - 2.4.1 the PPG ceasing to exist; and
 - 2.4.2 the date which is 10 (ten) years from the date of the Agreement

such remaining and uncommitted Heritage Funds shall be returned to the parties who made the Developer Heritage Contribution and Other Heritage Contributions in such proportion as reflects the quantum of the original contributions made by such parties.

3. PAYMENTS FROM THE HERITAGE ACCOUNT

- 3.1 The Heritage Funds will be applied by the LPA solely for the purposes of funding works to maintain, improve and/or enhance non-designated heritage assets within the Hackney Wick Central Masterplan Area.
- 3.2 It is agreed that the LPA may pay Heritage Funds to third parties in circumstances where:
 - 3.2.1 a person has applied to the LPA for funding for the purposes of carrying out works to maintain, improve and/or enhance one or more non-designated heritage assets within the Hackney Wick Central Masterplan Area; and
 - 3.2.2 the application for funding has been considered and approved by the PPG.
- 3.3 Upon payment of monies to third parties in accordance with paragraph 3.2 the LPA's requirement to comply with paragraphs 2.4 and 3.1 shall cease to apply in respect of those monies.
- 3.4 Unless otherwise agreed between the Developer and the LPA the Developer Heritage Contribution will be ring-fenced for a period of 5 (five) years for the purposes of carrying out the Lord Napier Public House Works.

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

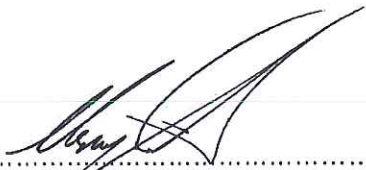
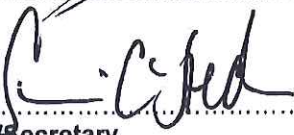
#1730

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

)
)
) 
.....
Authorised Signatory

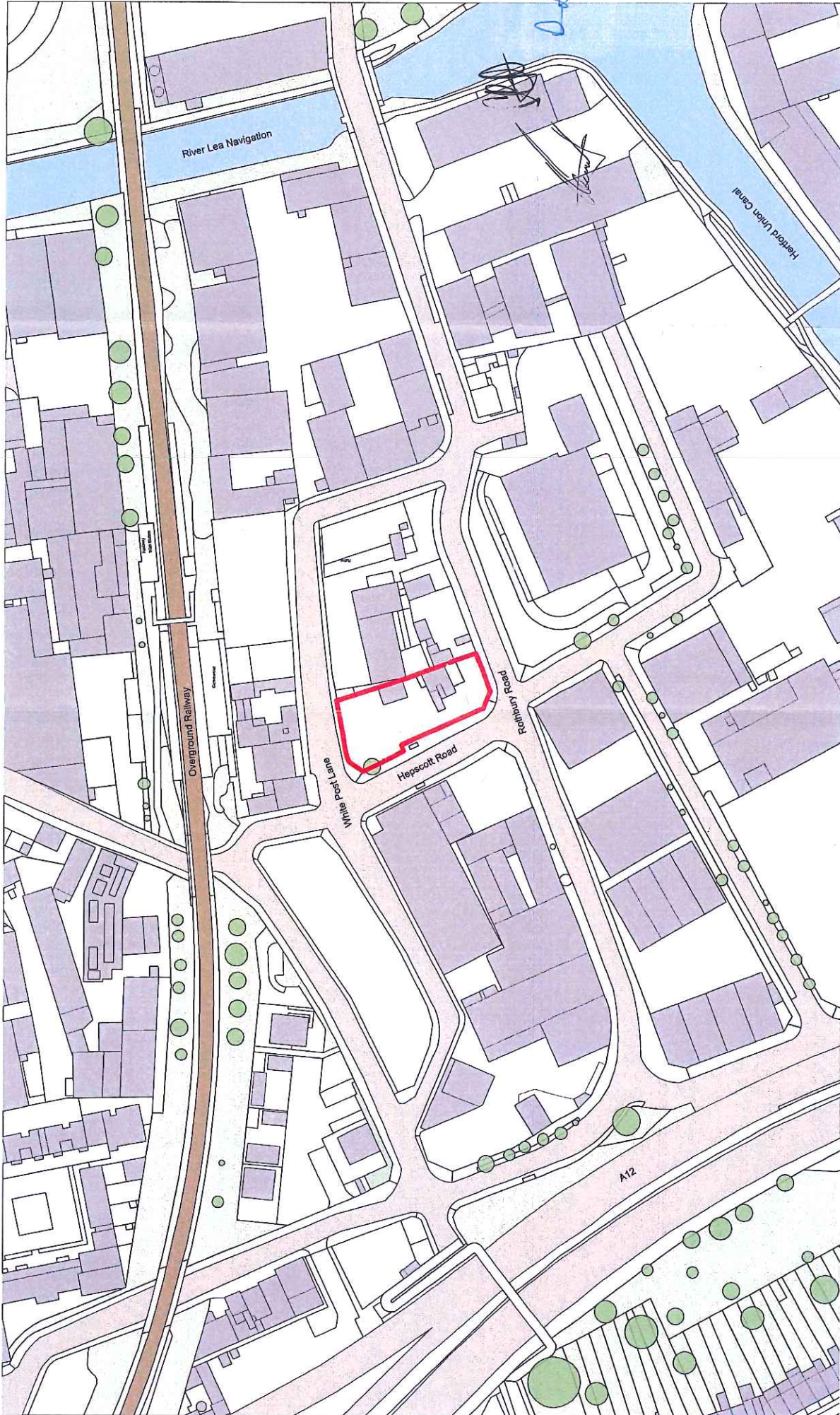


EXECUTED as a deed by 1-2 HEPSCOTT ROAD LIMITED acting by:-

)
)
) 
.....
Director
) 
.....
Director/Secretary

APPENDIX 1

PLAN 1



Revisions
31/07/15

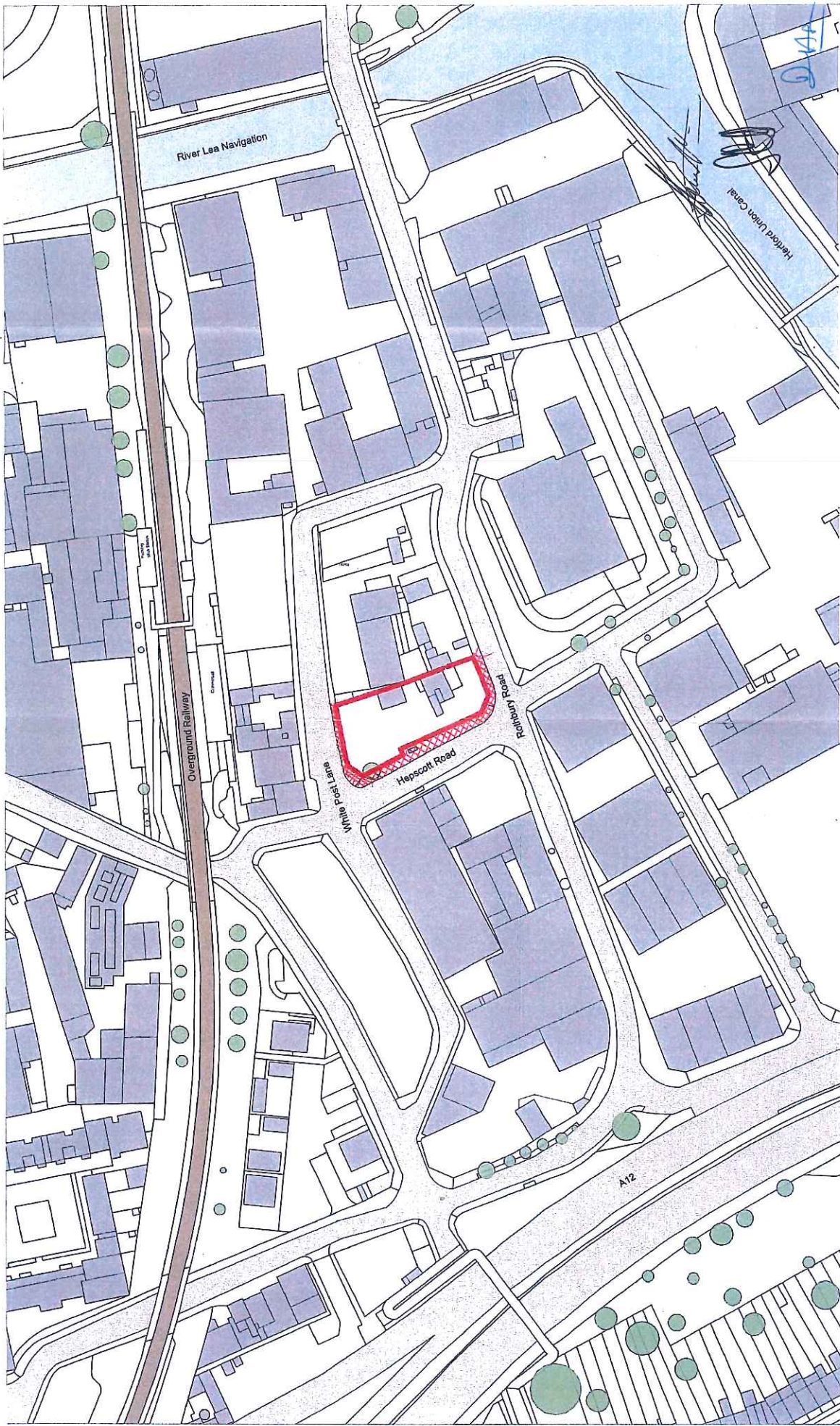
Issued for planning

FOR APPROVAL

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Drawn by MR	Created by PK	Job Number HB1614	Status Planning	Hawkins\Brown 169 St John Street ECU1 1JL 020 7336 8030 hawkinsbrown.com mail@hawkinsbrown.com	Drawing No. & Revision 1614_DWG_00_100

APPENDIX 2

PLAN 2



Revisions
3/10/7/15

Issued for planning

FOR APPROVAL

Scale	1:1250 @ A3	Date	July 2015
Drawn by	MR	Created by	PK
Job Number	HB1614	Status	Planning
Project	1-2 Hepscoth Road		
Drawing	Site Location Plan		

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Hawkins/Brown
 139 St John Street
 Birmingham B2 4JH
 EC1V 4JH
 020 7336 60301
 hawkinsbrown.com
 hawkinsbrown.com
 Drawing No. & Revision
 1614_DWG_00_100

APPENDIX 3

PLAN 3

London Legacy Development Corporation
London Borough of Hackney

Notes:
1. All buildings shown are existing buildings.
2. The red line boundary is the proposed boundary for the development.
3. The blue shaded areas are the existing buildings.
4. The green shaded areas are the proposed development.
5. The yellow shaded areas are the proposed development.

Handwritten notes and signatures:
DAG
[Signature]

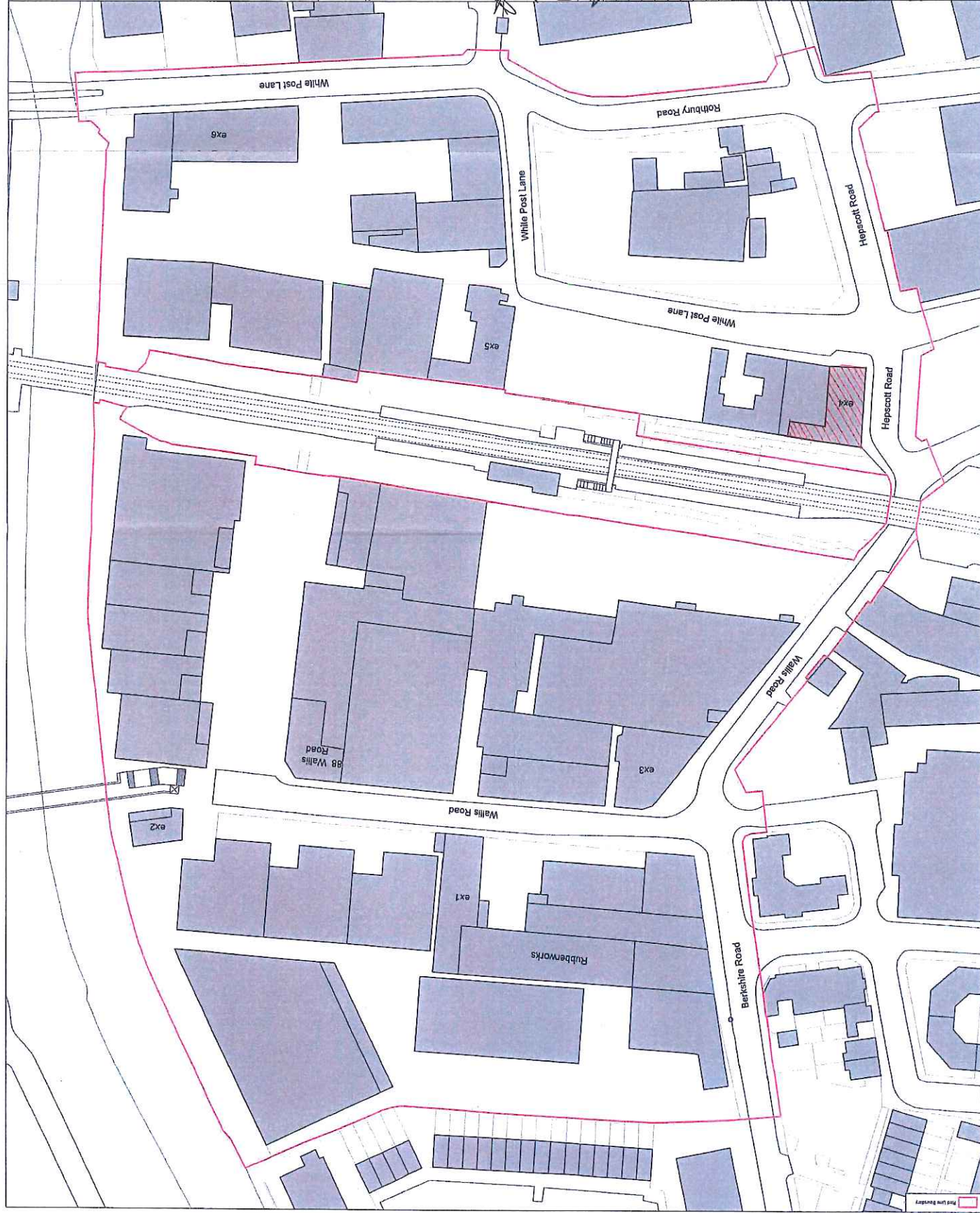
DT	Planning Application	Map/Date

karabassovic carson architects
10, 11 & 12
The Brewery
100 Broad Street
London E14 4JG
Tel: 020 7424 1234
www.karabassoviccarson.com

100222
Hackney Red Line Boundaries
Application

Planning Application
Red Line Boundary

Project No	HWK-DWG-APP-RED-01	01
FOR APPROVAL		
DATE	18/08 @ A1	
DESIGNER	CCAW	
PREPARED BY	JNE	22/03



Red Line Boundary

APPENDIX 4
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

Tim Gaskell
CMA Planning
113 The Timberyard
Drysdale Street
London
N1 6ND

Part I - Particulars of Application

Date of Application: 01-Oct-2015

Application No. 15/00446/FUL

Proposal: Application for full planning permission for mixed use redevelopment comprising:
Demolition of existing buildings and construction of a new 6 storey building to provide 922 sqm (GIA) of commercial space (use class B1c) with yard area, 30 residential dwellings (14 x 1 bed, 12 x 2 bed and 4 x 3 bed), amenity areas, disabled parking, cycle parking and refuse/recycling stores.

Location: 1-2 Hepscoth Road, London, E9 5HB

Part II - Particulars of Decision

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

1. Time limit

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

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

2. Works in accordance with approved details

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

- Site Location Plan (drawing no. 1614_DWG_00_100);
- Proposed Block Plan (drawing no. 1614_DWG_00_102 rev A);
- Proposed Ground Floor Plan (drawing no. 1614_DWG_00_200 rev H);
- Proposed First Floor Plan (drawing no. 1614_DWG_00_202 rev F);
- Proposed Second Floor Plan (drawing no. 1614_DWG_00_203 rev F);
- Proposed Third Floor Plan (drawing no. 1614_DWG_00_204 rev F);
- Proposed Fourth Floor Plan (drawing no. 1614_DWG_00_205 rev F);
- Proposed Fifth Floor Plan (drawing no. 1614_DWG_00_206 rev E);
- Proposed Roof Plan (drawing no. 1614_DWG_00_207 rev E);
- Proposed Section AA (drawing no. 1614_DWG_00_230 rev D);
- Proposed Section BB (drawing no. 1614_DWG_00_231 rev C);
- Proposed Section CC (drawing no. 1614_DWG_00_232 rev C);
- Mezzanine Bay Study (drawing no. 1614_DWG_00_233 rev C);
- Proposed Commercial Ground and First Floor Section DD (drawing no. 1614_DWG_00_236);
- Proposed Parapet Detail (drawing no. 1614_DWG_00_237);
- Proposed West Elevation (drawing no. 1614_DWG_00_250 rev E);
- Proposed North and South Elevations (drawing no. 1614_DWG_00_251 rev E);
- Proposed East Elevation (drawing no. 1614_DWG_00_252 rev F);
- Proposed North West and South West Elevations (drawing no. 1614_DWG_00_253 rev C);
- Landscape Masterplan (drawing no. 15.164-P-200 rev J);
- Combined Street Scene (drawing no. 15.164-P-201 rev G);
- Floor Plans to Private and Communal Landscape (drawing no. 15.164-P-202 rev A);
- Site Layout Car Swept Path Analysis (drawing no. W540-009);
- Site Layout Service Vehicle Swept Path Analysis (drawing no. W540-010 rev A);
- Daylight and Sunlight Assessment (dated 29th February 2016);
- Energy Strategy Report (dated 8th March 2016);
- Design and Access Statement (rev B dated 15th February 2016);
- Detailed Accommodation Schedule (dated 27th January 2016);
- Planning Statement (dated February 2016);
- Affordable Housing and Financial Viability Review (dated February 2016);
- Affordable Housing Appraisal Summary (dated 12th February 2016);
- Transport Statement (ref no: W540-01E, dated February 2016);
- Technical Note (ref no: W540-05, dated December 2015);
- Framework Travel Plan (ref no: W540-02E, dated February 2016);
- Delivery and Servicing Plan (ref no: W540-03B, dated February 2016);
- Air Quality Assessment (dated May 2015);
- Arboricultural Survey (dated 27th February 2015);
- Detailed Archaeological Assessment (dated April 2015);
- Built Heritage Statement (dated July 2015);
- BREEAM 2014 Pre-Assessment Report (version 1.2, dated 8th February 2016);
- Flood Risk Assessment (version 3, dated 5th November 2015);
- Detailed UXO Threat Assessment (dated 5th March 2015);
- Sustainability Statement (dated 5th February 2016);
- Preliminary Ecological Appraisal (dated November 2015);
- Geo-Environmental Desk Study/ Preliminary Risk Assessment Report (dated December 2015);
- Employment Strategy Report (dated July 2015);
- Construction Management Plan (dated December 2015);
- Noise Assessment (dated 30th July 2015);
- Noise Certificates (no. 953910)
- Policy B.1 Note (version 2, dated February 2016);

- Letter from A Neale & Sons (dated 1st February 2016);

and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

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

3. Notice of Commencement

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

Reason: To ensure satisfactory compliance with this planning permission.

Pre-Commencement Justification: To ensure that the development complies with all relevant conditions prior to works commencing on site.

4. Land Use

Notwithstanding the provisions of Part 3 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking and/or re-enacting that Order) the commercial premises hereby approved shall only be used for the purposes specified in the application (being use class B1 (or as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission)). The yard space shall only be used in a manner ancillary to the approved employment use and for no other purpose except for use for residential Blue Badge parking as detailed on the approved plans.

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

5. Residential standard- internal noise levels

All residential premises shall be designed and constructed to attain to the following internal noise levels to mitigate activities from the adjacent scrap yard:

Bedrooms- 25dB LAeq,T* and 45dB LAfmax

Living rooms- 25dB LAeq, *

* Daytime 16 hours between 07:00-23:00.

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

6. Sound insulation and noise mitigation details - Residential

Prior to the installation of acoustic insulation measures for the development hereby approved details shall have been submitted to and approved in writing by the Local Planning Authority for a scheme of acoustic insulation and any other necessary means of ventilation provided. The scheme shall include a glazing specification for all windows to ensure internal noise levels of 25dB LAeq T and 45db LAfmax (as set out in Condition 5) can be achieved during the required hours. Notwithstanding the requirements of Condition 5, the scheme shall demonstrate compliance in all other respects with BS8233 2014: "Sound insulation and noise reduction for buildings – code of practice" or an equivalent standard. The residential units hereby permitted shall not be occupied until the noise attenuation scheme, including glazing specification, has been implemented in accordance with the approved scheme and thereafter permanently retained.

Reason: To ensure an adequate standard of residential amenity.

7. Sound insulation and noise mitigation details – Residential and Non- Residential

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

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

8. Refuse storage

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

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

9. Construction Management Plan

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

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

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

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

Pre-Commencement Justification: To ensure that the amenities of local residents and occupiers of other buildings are not adversely impacted as a result of works needed to facilitate the construction of the site.

10. Material samples

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

Reason: To ensure the satisfactory appearance of the development

Pre-commencement Justification: To ensure that the development will not have an adverse impact on the character of the surrounding area in terms of the appropriateness and suitability of the external materials used.

11. Detailed drawings

Detailed drawings including sections (at a scale to be agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority prior to works on the relevant part:

- Commercial façade details (ground level commercial unit fronts and entrances): Elevations and sections through units, including details of doors, windows, canopies security shutters and areas for signage
- Residential façade details: Elevations and sections annotated with materials and finishes of all windows (including reveals and sills), entrances, external bin stores, balconies, and balustrades, pipework and parapets;
- Detailed drawings including sections (at a scale to be agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation.
- External lighting, in particular to Yard; and
- Gates to Yard.

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

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

Pre-commencement Justification: To ensure that the development will not have an adverse impact on the character of the surrounding area in terms of the appropriateness and suitability of the external materials used.

12. Signage

Detailed drawings of signage to be displayed for both the residential and workspace uses in the development, shall be submitted to the Local Planning Authority for approval in writing prior to first occupation. The signage shall display identification and directions to the different uses on the site. The signage shall be implemented as approved and thereafter retained throughout the life of the development.

Reason: To ensure appropriate legibility to this space, in the interest of public amenity and wayfinding.

13. Deliveries and servicing management plan

Prior to first occupation of the development hereby approved a delivery and servicing management plan (DSMP) detailing how all elements of the site are to be serviced shall be submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved DSMP shall be implemented from first occupation and thereafter for the life of the development.

Reason: In the interests of highway and pedestrian safety.

Pre-Commencement Justification: To ensure that the delivery and servicing arrangements are acceptable and will not adversely impact on highway or pedestrian safety.

14. Cycle Storage and facilities- details to be submitted

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

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

Pre-Commencement Justification: To ensure that on site changing facilities and storage are provided for the development in line with London Plan Policy 6.9 (Cycling).

15. Renewable energy

The development shall be constructed and operated in accordance with the submitted Energy Strategy Report (dated 8th March 2016), and achieve reductions in regulated CO2 emissions through the use of on-site renewable energy generation sources approved as part of this development.

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

16. BREEAM

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

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

17. Landscaping Plan (including roof terraces)

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

- detailed drawings 1:50 and 1:10 (or any other scale agreed in writing with the Local Planning Authority) of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings and roof terrace areas (including boundary treatments, surfacing materials of any parking, access, or pathways layouts, materials and edge details and material samples of hard landscaping);
- details of all existing trees on and adjacent to the land and details of any to be retained, together with measures for their protection, during the course of development;
- planting schedules;
- species mix;
- details of biodiversity enhancements (bird and bat nesting boxes etc).

The planting, seeding and/or turfing shall be carried out as approved in the first planting season following completion of building works comprised in the development and any tree or shrub that is found to be dead, dying, severely damaged or diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply to BS:428 Code of practice for general landscaping operations, BS:3996 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.

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

18. Green/brown roof

Before any above ground work (except demolition) hereby begins, details of the green and/or brown roofs (including a specification and maintenance plan) to be used in the carrying out of this permission 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.

Reason: To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity.

19. Piling method statement

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

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

20. Contamination

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

- 1) A site investigation scheme, based on a detailed assessment of the risk to all receptors that may be affected, including those off site.
- 2) The results of the site investigation and detailed risk assessment referred to in (1) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- 3) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented in full as approved.

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

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

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

21. Verification report

No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a long-term monitoring and maintenance plan for longer-term monitoring of pollutant linkages, a maintenance timetable and arrangements for contingency action arising from the monitoring, as identified in the verification report. The long-term monitoring and maintenance plan shall be implemented in full as approved.

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

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

22. Unexpected contamination

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

Reason: To protect the water environment, including groundwater.

23. Construction dust monitoring and mitigation

The Development shall not be Commenced until a Construction Management Plan scheme for dust monitoring, assessment and mitigation for all construction and demolition activities has been submitted to and approved by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the CMA in November 2006 (as may be updated from time to time) and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- 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 scheme shall be implemented in accordance with the approved details

Reason: To protect the amenities of local residents and occupiers of other buildings.

Pre-Commencement Justification: To ensure that the amenities of local residents and occupiers of other buildings are not adversely impacted by air pollution in the form of dust as a result of works needed to facilitate the construction of the site.

24. Air Quality

Before any above ground work hereby authorised begins (except demolition, an Air Quality Report detailing the proposed methods to minimise future occupiers' exposure to air pollution 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 and the approved scheme shall be implemented prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To ensure that end users of the premises do not suffer a loss of amenity by reason of pollution.

Pre-Commencement Justification: To ensure that the amenities of future residents and are not adversely impacted by air pollution.

25. Flood risk

The development must be carried out in accordance with the following mitigation and resilience measures detailed in the approved Flood Risk Assessment (FRA) 'Flood Risk Assessment Drainage Report, 1-2 Hepscoth Road, Fish Island, London, E9 5HA, 5792/2.3F, Fourth Issue, December 2015' and the compensatory flood storage measures detailed within the FRA.

Reason: To ensure that the proposed development and future occupants are adequately protected from flooding.

26. Accessible housing

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

10% of the residential units hereby permitted shall be designed and constructed in accordance with Optional Requirement M4 (3) Category 3 of Part M of the Building Regulations as per the approved accommodation schedule dated 27/01/16.

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

Reason: To ensure adequate accessible housing is provided.

27. 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.

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

Reason: In order that the archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied.

Pre-Commencement Justification: To ensure that any archaeological interest are identified and protected before development is commenced.

28. Nesting Birds

Prior to commencement of works, including demolition, hereby authorised begins, an updated Ecological Appraisal report, shall be undertaken and the findings of the survey and any recommendations, including, where the survey encounters nesting birds, a strategy outlining the

most appropriate method for dealing with the nesting birds, shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Natural England and / or the London Wildlife Trust.

Reason: To ensure the proposal protects biodiversity.

Pre-Commencement Justification: To ensure that the development does not have an adverse impact on nesting birds which may be present on the site.

INFORMATIVES

1. Construction code of conduct - Impacts on BAP habitats

Natural England is aware that the Olympic Legacy site includes clear construction codes of conduct and they strongly advise that this encompasses clear guidance on working in and around the establishing Olympic Park Biodiversity Action Plan (BAP) Habitats. Guidance should include the clear demarcation of any BAP habitats within/adjacent to the application boundary and should inform construction workers and site personnel of the importance of these habitats and their sensitivity to disturbance/encroachment. Toolbox talks by an ecologist could help communicate issues of encroachment for example. A series of conditions should prohibit/restrict the following:

- a. Dumping or storing of machinery or materials within the BAP habitat boundary,
- b. Trampling of the BAP habitat
- c. Vehicular access across adjacent areas of BAP habitat

Reason: to protect sensitive habitats from trampling and compacting of the soil in the environs of the application site.

2. Lighting – Impact on Protected Species

Lighting during major events could potentially impact protected species for example so should be considered as a possible impact in applications where protected species are present. Such measures should minimise such impacts on these habitats. This should be secured by way of an appropriately worded condition or by way of general inclusion into the Queen Elizabeth Olympic Park (QEOP) construction code of conduct.

3. Major Events - Public Notices

Special provision should be included for any major events as this exacerbates any possible trampling impact. Such applications should include appropriate notices and informatives, both for site workers and the general public. Providing interpretation could limit this impact by raising public awareness of, and potentially interest in, the important habitat creation in the QEOP. This is particularly important for species-rich grassland which is sensitive in nature and vulnerable to disturbance and trampling.

4. Species-rich Grassland

The creation of species-rich grassland will produce an end-product which will harbour a diverse array of species in its own right. If successfully managed and established this habitat will also attract a wealth of additional species to the QEOP producing a truly biodiverse habitat. Insects such as butterflies and bees will add great value to the visitor experience of the QEOP and these biodiverse areas will be ideally suited as areas to inform and educate visitors young and old about the importance of wildlife, and to enjoy and experience the natural world.

Natural England strongly advise against revising any area targeted for species-rich grassland in favour of other habitats listed for creation works on site, for example, amenity grassland. This will

dilute the potential for biodiversity enhancement of the QEOP: amenity grassland is far less rich in species and has very limited potential to attract wildlife.

5. Landscaping schemes

The applicant is advised that any landscaping on site should utilise native species, preferably of local provenance.

6. Landscape-scale legacy for LLDC- wide applications

Natural England strongly advises that the innovative BAP work which is taking place on the Queen Elizabeth Olympic Park is not restricted to the Olympic Park site in isolation but is extended beyond the boundaries of the Olympic Park wherever the opportunity occurs. This can be achieved by creating a multifunctional network of green infrastructure using elements such as wildlife corridors, greenways and cycle networks to extend into the surrounding boroughs for local people to access and enjoy the benefits of the natural world. This could also make a valuable contribution to the All London Green Grid.

If well designed, these areas can provide recreational activities and green travel initiatives alongside opportunities to quietly enjoy and experience nature, enhancing people's health and wellbeing. These green areas can also benefit biodiversity by providing the potential for habitats and species to thrive creating a more viable and robust habitat into the future. Well-designed green infrastructure can also help climate change adaptation by ameliorating the urban heat island effect, slowing surface water run-off and making space for nature to adapt.

Such strategic planning takes the great work within the QEOP and extends it to benefit both the surrounding communities and wildlife alike. An excellent opportunity exists here to take the blueprint of the Olympic Park BAP and apply it to provide the foundations for a legacy on a landscape scale.

7. Priority Species

Natural England advise the applicant that nest boxes for swifts and nesting opportunities for black redstarts, for example, should be included in conjunction with habitat creation for applications in and around the Olympic Park.

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: ~~XX~~ June 2016

A Hollingsworth

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

DRAFT

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

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

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

Purchase Notice

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