

DATED 25 September 2018

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) CITY AND SUBURBAN HOMES LIMITED

(3) M. GOLD AND CO. (METALS) LIMITED

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 25 DAY OF September 2018

Pinsent Masons LLP *Pinsent Masons LLP*

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990
and all other powers enabling
relating to 25 Trego Road, London E9 5HJ



Pinsent Masons

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THIS AGREEMENT is made on 25 September

2018

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **CITY AND SUBURBAN HOMES LIMITED** (Company Number 03744846) whose registered office is at First Floor, Woodgate Studios, 2-8 Games Road, Cockfosters, Barnet, Herts EN4 9HN (the "**Applicant**"); and
- (3) **M. GOLD AND CO. (METALS) LIMITED** (Company Number 00465049) whose registered office is at Finsgate, 5-7 Cranwood Street, London EC1V 9EE (the "**Owner**").

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry with Title Number EGL232511 relating to the Site.
- (C) The Planning Application was validated by the LPA on 23 May 2017.
- (D) On 22 May 2018 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.

IT IS AGREED as follows:-

1. **INTERPRETATION**

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

"1990 Act"	means Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Anticipated Substantial Implementation Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented
"Building"	means a building comprised in the Development

"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"Commercial Unit"	means a commercial unit provided as part of the Development
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and "Complete" and "Completion" shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Tower Hamlets and its successor in function
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof
"Highway Authority"	means the Council and/or TfL or their successors in function
"Index"	means the All-in Tender Price Index or a different index that the LPA deems to be more appropriate
"Indexed"	means in relation to an sum that it is to be increased in accordance with Clauses 14.2 and 14.3
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time

"Occupy" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them
"Plan 1"	means the plan attached at Appendix 1 of this Agreement showing the Site
"Plan 2"	means the plan attached at Appendix 2 of this Agreement showing the Affordable Housing Units
"Plan 3"	means the plan attached at Appendix 3 of this Agreement showing the Publicly Assessable Open Space
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 17/00225/FUL by the LPA for the demolition of the existing building and erection of a new building ranging between one and six storeys in height to provide 1,915 sqm of commercial floorspace (use class B1) at ground and lower floor level and 52 residential units (use class C3) on the upper floors, together with associated landscaped public open space communal amenity terraces, cycle parking and refuse stores
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 4
"Preparatory Works"	means the following enabling works: <ul style="list-style-type: none"> (a) archaeological investigations; (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions; (c) site clearance; (d) demolition of existing buildings on Site; (e) the erection of hoardings or other means of enclosure for site security operations; (f) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development; (g) (so far as is necessary) the creation of temporary access to the Site; and (h) (so far as is necessary) the diversion of services

"Private Residential Units"	means Residential Units which are not Affordable Housing Units provided pursuant to paragraph 3 of Schedule 1
"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"Requisite Consents"	means such 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"	means the land shown edged red on Plan 1
"SPD"	means the LPA's supplementary planning document Planning Obligations dated 10 November 2016
"Substantial Implementation"	<p>means Commencement of Development has occurred in addition to the following:</p> <ul style="list-style-type: none"> (i) the Preparatory Works have been completed; (j) all ground works have been completed; and (k) construction up to the 1st floor of the Building(s) have been completed <p>and "Substantially Implement" and "Substantially Implemented" shall be construed accordingly</p>
"TfL"	means Transport for London or its successor in function
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;

- (b) paragraph is to a paragraph of a Schedule to this Agreement;
 - (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
 - (d) Recital is to a Recital to this Agreement; and
 - (e) Plan, is to a plan annexed to this Agreement as an Appendix;
- 1.2.2 references to any statute or statutory provision include references to:-
- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
 - (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to Clauses 2.4, 2.6 and 2.7 references to the Developer in this Agreement include:-
- (a) the Applicant;
 - (b) the Owner;
 - (c) persons deriving title from the Owner or Applicant; and
 - (d) the Owner's or Applicant'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 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

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

- 1.7 The Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are

entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.

- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
 - 2.4.2 individual owners and occupiers of the Affordable Housing Units and their individual mortgagees and chargees;
 - 2.4.3 any mortgagee or chargee of an Affordable Housing Provider unless it takes possession of the Site (in whole or in part) in which case it too will be bound by the obligations as if it were a person deriving title from the Developer and in order for such mortgagee or chargee of an Affordable Housing Provider to sell the Affordable Housing Units free from restrictions of this Agreement then the procedure set out in paragraph 8.3.1 of Schedule 1 must first have been followed;
 - 2.4.4 individual owners and occupiers of the Private Residential Units and their individual mortgagees and chargees;
 - 2.4.5 individual occupiers or lessees of individual units of Workspace who are in physical Occupation of such units;
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to Clause 2.11 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed

pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. CONDITIONALITY

3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

save for the provisions of this Clause 3, Clauses 2, 6, 9, 11, 13, 16 and 17 which shall come into effect immediately upon completion of this Deed.

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 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;

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

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

4.1.5 not Commence the Development until the Owner's lease with Lindel Services Limited (company registration number 04117031) dated 17 December 2013 has been determined and written evidence of this has been provided to the LPA and approved.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

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

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

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

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

5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 to 5.4 shall cease to apply in respect of those monies.

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

6. NOTICES

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

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

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

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

LPA:

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

For the attention of: Anthony Hollingsworth

Applicant:

Address: City & Suburban Homes Limited, First Floor, Woodgate
Studios, 2-8 Games Road, Cockfosters, Barnet, Herts,
EN4 9HN

For the attention of: Glen Charles

Owner:

Address: M Gold and Co (Metals) Limited, Finsgate, 5-7 Cranwood
Street, London, EC1V 9EE

For the attention of: 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. DISPUTE RESOLUTION

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

- 9.2 The Notice must specify:-

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

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

9.2.3 the proposed Expert.

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

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

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

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

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

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

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

10. NO WAIVER

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

11. DUTY TO ACT REASONABLY AND IN GOOD FAITH

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

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

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

13. THE LPA'S COSTS

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

- 13.1.1 the LPA's 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
- 13.1.2 the LPA's reasonable 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).

*CPL
2/1/14
Approved*

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

- 14.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.
- 14.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of the payment or financial contribution was agreed until the date such sums are paid (unless otherwise stated in this Agreement).
- 14.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date the payment or financial contribution was agreed until the date the sum or value falls to be considered or applied.

15. **INTEREST**

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

16. **JURISDICTION AND LEGAL EFFECT**

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

16.2 The provisions of this Agreement (other than this Clause 16.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

17. **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

1. DEFINITIONS

"Affordable Housing"		means housing including 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 and "Affordable Housing Units" shall be constructed accordingly
"Affordable Contracts"	Housing	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 Management Scheme"	Housing	means a scheme specifying:- (a) management, maintenance 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 charges
"Affordable Housing Plans"		means drawing numbers 533-GA-0201 Rev B, 533-GA-0202 Rev B and 533-GA-0203 Rev B dated 12 March 2018 showing the location of the Baseline Affordable Housing Units attached at Appendix 3 of this Agreement as the same may be amended from time to time with the prior written approval of the LPA
"Affordable Provider"	Housing	means a provider of Affordable Housing approved in respect of the Development pursuant to paragraph 2.1 of this Schedule
"Affordable Management Scheme"	Housing	means a scheme specifying:- (a) management and servicing arrangements for the Affordable Housing Units and (b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charge
"Affordable Housing"	Rented	means rented housing that has the same characteristics as Social Rented Housing except that it is outside the national Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents an which includes London Affordable Rent Housing Units

"Affordable Rent Units"	means the Affordable Housing Units provided as Affordable Rented Housing at London Affordable Rents pursuant to the terms of this Schedule								
"Baseline Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing pursuant to this Schedule								
"CPI"	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it								
"Eligibility Criteria"	means the household has a maximum income of £90,000 or such other maximum income as may be specified in the London Plan (an updated in the Annual Monitoring Report) or where paragraphs 4.2 and 4.3 of this Schedule apply a maximum annual income as set out in those paragraphs								
"Grant Funding"	means any capital funding provided by the Homes England, GLA or any other public body for the delivery of additional Affordable Housing in the Development								
"Homes England"	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								
"Intermediate Housing"	means submarket housing which is above guideline target rents are determined through the National Rent Regime but below open market levels and which housing includes schemes such as Shared Ownership Housing or London Living Rent provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan (March 2016)								
"London Affordable Rents"	means the weekly rents (exclusive of service charge) published annually by the Greater London Authority for London Affordable Rent, the benchmarks for 2017/18 are set out in the table below:								
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Bedroom size</th> <th style="text-align: left;">2017-18 Benchmark</th> </tr> </thead> <tbody> <tr> <td>Bedsit and 1 bedroom</td> <td>£144.26</td> </tr> <tr> <td>2 bedrooms</td> <td>£152.73</td> </tr> <tr> <td>3 bedrooms</td> <td>£161.22</td> </tr> </tbody> </table>	Bedroom size	2017-18 Benchmark	Bedsit and 1 bedroom	£144.26	2 bedrooms	£152.73	3 bedrooms	£161.22
Bedroom size	2017-18 Benchmark								
Bedsit and 1 bedroom	£144.26								
2 bedrooms	£152.73								
3 bedrooms	£161.22								
	and which such 2017/18 benchmarks will be updated annually each April by the GLA by the increase in the CPI (for the previous September) plus one per cent								
"London Affordable Rent Housing Units"	means Affordable Housing Units to be made available at London Affordable Rents pursuant to paragraph 3 of this Schedule								
"London Living Rents"	means the maximum rent levels (inclusive of service charges) applicable to the Site published by the Greater London Authority annually for affordable housing for middle-income Londoners known at the date of this Agreement as "London Living Rent"								
"London Living Rent Housing Units"	means Affordable Housing Units to be made available at London Living Rents pursuant to paragraph 3 of this Schedule								

"Lower Income Cap Units"	means the Shared Ownership Units to be targeted to households with annual incomes as set out in paragraph 4.2 or less
"Model Form of Lease"	means the model forms of lease for Shared Ownership Housing set out in the GLA's Capital Funding Guide 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 on the Rent Standard (May 2014) and the Welfare Reform Act (2016) (as the same may be amended or superseded)
"Perpetuity"	means a minimum term of one hundred and twenty five years from the date of first Occupation of an Affordable Housing Unit
"Rents and Nominations Agreement"	means the Council's standard rents and nominations agreement
"Rent Reductions"	means where applicable the reduction of social housing rents by one per cent a year for four years to 2020 pursuant to the Welfare Reform and Work Act 2016 and the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016
"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 3 of this Schedule
"Social Rented Housing"	means the Affordable 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

2. AFFORDABLE HOUSING PROVIDER

- 2.1 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.
- 2.2 The Developer will:-
- 2.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Rent Units and the Shared Ownership Units to be provided pursuant to paragraph 3 of this Schedule; and
- 2.2.2 notify the LPA within 10 Working Days of entering into an Affordable Housing Contract.

3. MINIMUM AFFORDABLE HOUSING PROVISION

- 3.1 Not less than 6 Residential Units shall be provided as Shared Ownership Units.

- 3.2 Not less than 6 Residential Units shall be provided as London Affordable Rent Housing Units.
- 3.3 Not less than 6 Residential Units shall be provided as London Living Rent Housing Units.
- 3.4 The Affordable Housing to be provided pursuant to paragraphs 3.1, 3.2 and 3.3 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	3	3	0	6
London Affordable Rent Housing Units	4	1	1	6
London Living Rent Housing Units	2	2	2	6

- 3.5 The Affordable Housing Units shall be provided in the agreed locations shown on the Affordable Housing Plans.
- 3.6 Not more than fifty per cent (50%) of the Private Residential Units shall be Occupied until:-
- 3.6.1 fifty per cent (50%) of the Shared Ownership Units, London Affordable Rent Housing Units and London Living Rent Housing 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.
- 3.7 Not more than seventy per cent (70%) of the Private Residential Units shall be Occupied until:-
- 3.7.1 one hundred per cent (100%) of the Shared Ownership Units, London Affordable Rent Housing Units and London Living Rent Housing 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.

4. **AFFORDABLE RENTS AND AFFORDABILITY CRITERIA**

Shared Ownership Units

- 4.1 Without prejudice to paragraphs 4.2 and 4.3 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 in the London Plan (and updated in the Annual Monitoring Report) and it is acknowledged that at the date of this Agreement the applicable income threshold is £90,000 per annum.
- 4.2 Prior to the disposal or First Occupation of any Lower Income Cap Unit the Developer shall submit and obtain the approval of the LPA to a scheme containing the following information relating to the Lower Income Cap Units:

4.2.1 details of how rent and/or mortgage payments and service and estate charges in relation to:

- (a) two Lower Income Cap Units will be affordable to households with annual incomes of £50,000 or less;
- (b) two Lower Income Cap Units will be affordable to households with annual incomes of between 50,000 to £65,000;
- (c) two Lower Income Cap Units will be affordable to households with annual incomes of above £75,000; and

4.2.2 details of how the Lower Income Cap Units will be marketed to households with annual incomes as set out at paragraph 4.2.1.

4.3 For a period commencing no later than the Completion of each Lower Income Cap Unit until the end of the period of 6 months from the date of Completion of the relevant Lower Income Cap Unit the Developer shall use Reasonable Endeavours to dispose of the Lower Income Cap Unit to a household with annual incomes as set out in paragraph 4.2.1 in accordance with the scheme approved pursuant to paragraph 4.2.2 above **PROVIDED THAT** if at the end of such period the relevant Lower Income Cap Unit is not the subject of an accepted offer to purchase by a household with annual incomes as set out at paragraph 4.2.1:

4.3.1 the Developer shall submit a written report to the LPA detailing the steps it has taken to fulfil its Reasonable Endeavours obligation; and

4.3.2 the Lower Income Cap Unit may thereafter be disposed of pursuant to paragraph 4.1.

Affordable Rented Units

4.4 The rent (exclusive of service charge) charged for the first letting of any Affordable Rent Units shall not exceed the lower of:

4.4.1 the London Affordable Rent; and

4.4.2 80% of local market rent

applicable at the date of the first tenancy and rents during the period of any tenancy shall be subject to the Rent Setting Guidance and any Rent Reductions.

4.5 The rents (exclusive of service charge) on subsequent lettings and tenancy renewals of any Affordable Rent Units (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the lower of:

4.5.1 London Affordable Rent; and

4.5.2 80% of local market rent

applicable at the date of the first tenancy unless otherwise agreed in writing with the LPA, and rents during the period of any tenancy shall be subject to Rent Setting Guidance and any Rent Reductions.

5. RESTRICTION ON OCCUPATION OF BASELINE AFFORDABLE HOUSING UNITS

5.1 No Shared Ownership Unit provided under the terms of this Schedule shall be disposed of to a household which does not meet the applicable Eligibility Criteria.

5.2 No Affordable Rent Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rent Unit in Perpetuity and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting.

6. GRANT FUNDING

6.1 The Developer shall:-

6.1.1 use Reasonable Endeavours to secure Grant Funding;

6.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;

6.1.3 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.

6.2 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 6.1 above.

6.3 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.

6.4 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**").

6.5 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.

6.6 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.

7. WHEELCHAIR AFFORDABLE HOUSING UNITS

7.1 The Developer shall:-

7.1.1 provide not less than 10% of the Baseline Affordable Housing Units as accessible or easily adaptable dwellings for wheelchair users across all unit sizes and tenures (the "**Wheelchair Affordable Housing Units**")

7.1.2 provide at least one London Affordable Rent Unit being provided as a Wheelchair Affordable Housing Unit;

7.1.3 not carry out any works comprised in the Development beyond Substantial Implementation until details of the location of the Wheelchair Affordable Housing Units (including 1:50 floor plans of the proposed units) have been submitted to and approved by the LPA;

7.1.4 notify the LPA at least 6 months prior to Completion of each Wheelchair Affordable Housing Unit and thereafter from the date of such notification until the date of Completion of such unit:

- (a) only market the Wheelchair Affordable Housing Unit to households which include a wheelchair user; and
- (b) use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user

PROVIDED THAT in the event that a tenancy has not been granted to a household including a wheelchair user by the date of Completion of the Wheelchair Affordable Housing Unit and evidence of the same has been provided to and approved by the LPA then the Developer shall be entitled to market that unit to any household

7.2 For each and every subsequent letting of a Wheelchair Affordable Housing Unit, the Developer shall:

- 7.2.1 actively market the unit as a Wheelchair Affordable Housing Unit;
- 7.2.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user and which meets the Eligibility Criteria, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 7.2.3; and
- 7.2.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user which meets the Eligibility Criteria, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 7.2.1 and 7.2.2) and shall, at the LPA's request, meet with the LPA and/or Council to discuss a strategy for the future marketing of the Wheelchair Affordable Housing Units.

8. GENERAL

8.1 The Developer shall ensure that:

- 8.1.1 the design construction and layout of the Affordable Housing Units meets the London Mayor's Housing Supplementary Planning Guidance on Housing (March 2016) (or any subsequent document superseding the same);
- 8.1.2 the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to:
 - (a) deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract; and
 - (b) advertise and allocate the Shared Ownership Units via the GLA's London-wide First Steps platform.

8.2 No Affordable Housing Unit shall be Occupied until an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and thereafter:

- 8.2.1 the Affordable Housing Management Scheme shall be implemented; and
- 8.2.2 the Affordable Housing Units shall not be Occupied or managed (including the levying of service charge and any estate or other charges) other than in accordance with the approved Affordable Housing Management Scheme.

- 8.3 The provisions of this Schedule will not bind:-
- 8.3.1 any mortgagee or chargee of the Affordable Housing Provider nor any mortgagee or charge of the owner for the time being of any leasehold interest in any of the Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by such mortgagee or chargee of such Affordable Housing Provider or owner and who exercises any power of sale **PROVIDED THAT:-**
- (a) it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;
- (b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and
- (c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with paragraph 8.3.1(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;
- 8.3.2 any Shared Ownership Unit where one hundred per cent of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;
- 8.3.3 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;
- 8.3.4 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
- 8.3.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 8.3.1 to 8.3.4.
- 8.4 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.
- 8.5 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.
- 8.6 No Affordable Rented Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of the Affordable Rented Units and evidence thereof has been provided to and approved in writing by the LPA.

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

"Actual Build Costs"

means the actual build costs comprising demolition, construction and external works of the Development incurred at the relevant Review Date supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Developer's quality surveyor, costs consultant or agent

and building costs excludes all internal costs of the Developer including but not limited to:

- (a) project management costs;
- (b) overheads and administration expenses;
- (c) professional, finance, legal and marketing costs

to be assessed by the LPA

"Additional Affordable Housing"

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

"Additional Affordable Housing Scheme"

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

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

"Affordable Housing Cap"

means 50 per cent of the Residential Units provided as Affordable Housing Units in a 60% (Affordable Rented

	Housing/Social Rented Housing) 40% (Intermediate Housing) tenure split
"Application Stage Build Costs"	means the costs of demolition, construction, external works and assumed contingency allowance to be assessed on the relevant Review Date
"Application Stage GDV"	means the estimated gross development value to be established on the relevant Review Date
"Average Affordable Housing Values"	means the average value of Affordable Housing Unit floorspace per square metre within the Development at the Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value
"Average Private Residential Values"	means the average value of Private Residential Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and Estimated GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value
"Component(s) of Development"	means a part of the Development including but not limited to: <ul style="list-style-type: none"> (a) Private Residential Unit; (b) Affordable Housing Unit; (c) Workspace; (d) any other floorspace; (e) property; (f) land; (g) any other component at the Development
"Development Break"	means a continuous period of 12 months or more after the Substantial Implementation Long Stop Date or after the

agreement of an Early Stage Review (whichever takes place first) in which no material construction works take place to materially progress the Development

"Development Break Review"

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

"Development Break Review Submission"

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

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

"Development Viability Information"

means the following information:

- (a) Review Stage GDV;
- (b) Estimated GDV;
- (c) Average Private Residential Values;
- (d) Average Affordable Housing Values;
- (e) Actual Build Costs;
- (f) Estimated Build Costs;

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

"Early Stage Review"

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

"Early Stage Review Submission"

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

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

Affordable Housing can be provided, an Additional Affordable Housing Scheme.

"Estimated Build Costs"

means the estimated build costs of the Development remaining to be incurred at the relevant Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant including construction and external works and which take into account and are in accordance with the Actual Build Costs to be assessed by the LPA

"Estimated GDV"

means the estimated Open Market Value of all the remaining Components of the Development not disposed of at the relevant Review Date based on the relevant information used to assess the Review Stage GDV together with detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

"Formula 1"

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

X = Surplus profit available for Additional Affordable Housing

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

A = Updated GDV (£)

B = Application Stage GDV (£)

C = Updated Build Costs (£)

D = Application Stage Build Costs (£)

P = (A - B) * Y; Developer profit on change in GDV (£)

Y = Target Return (%)

"Formula 2"

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

X = Additional Affordable Rented Housing requirement (Habitable Rooms)

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional Intermediate Housing requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

A = Average value of market housing per m² (£)

B = Average value of Affordable Rented Housing per m² (£)

C = Average value of Intermediate Housing per m² (£)

D = Average Habitable Room size for Development (m²)

E = Surplus profit available for Additional Affordable Housing (as determined applying Formula 1) (£)

F = 50%

G = 50%

"Habitable Room"

means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres,

bathrooms, toilets, corridors and halls

"Memorandum"

means a memorandum made in accordance with paragraph 8 of this Schedule

"Non-Open Market Value"

means a value below the Open Market Value, for example due to a disposal or other related transaction:

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

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

(c) where a transaction artificially reduces the value of a Private Residential Unit or Affordable Housing Unit which may include without limitation the following types of transaction:

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

(ii) transactions between the Developer and its employees

(iii) transactions involving loans from the Developer

(iv) transactions involving other forms of deferred consideration

(v) transactions involving finance deals

(vi) transactions involving other property not comprised in the Development

(vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Private Residential Units or Affordable Housing Units;

(viii) transactions involving renting or granting of a licence to occupy a Private Residential Unit (including for example as private rented sector dwellings or other models)

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

"Open Market Value"

means the best price at which the disposal being sale or lease or other form of disposal as the case may be and all leasehold interests in the development shall be for a term of not less than

125 years (unless a shorter terms of years has been agreed prior in writing with the LPA) and such relevant interest (which may comprise one or more units) which would have been completed unconditionally for cash consideration at the valuation date at the time of the disposal assuming:

- a) the price at which a property will sell or be let in the open market as between a willing purchaser and willing seller OR willing lessor or willing lessees (as the case may be) acting at arm's length
- b) that prior to the date of valuation (which is to be carried out in accordance with the RICS Valuation Standards) there has been a reasonable period of not less than six months for the marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale
- c) where each party has acted knowledgeably prudently and without compulsion and

AND excluding Non-Open Market Value

"Partial Unit Contribution"

means a financial contribution towards Affordable Housing in the LPA's administrative area payable where an Early Stage Review or a Development Break Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing Units or cannot deliver a complete number of Additional Affordable Housing Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2)

"Planned Resumption Date"

means the anticipated date for resuming the Development following a Development Break

"Public Subsidy"

means any funding from the LPA and the Greater London Authority together with any additional public subsidy secured by the Developer to support the delivery of the Development

"Review Date"

means any and all of the Revised Substantial Implementation Date and the Planned Resumption Date

"Review Stage GDV"

means the:

(i) value of all gross receipts from any disposal (whether freehold or long leasehold) of a Component of the Development prior to the relevant Review Date; and

(ii) Open Market Value of any Component of the Development that is the subject of an assured shorthold tenancy agreement or any short term let

AND which takes account of Public Subsidy and any Development related income from any other sources to be assessed by the LPA

"Revised Substantial Implementation Date"

means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date

"RICS Valuation Standards"	means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published
"Substantial Implementation Long Stop Date"	means the date 24 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
"Target Return"	means the developer profit on Application Stage GDV of 20% on Private Residential Units, 15% on Workspace and 6% on Affordable Housing Units to be assessed on the relevant Review Date
"Updated Build Costs"	means the sum of: <ul style="list-style-type: none"> (a) Actual Build Costs; and (b) Estimated Build Costs;
"Updated GDV"	means the sum of: <ul style="list-style-type: none"> (a) Estimated GDV; and (b) Review Stage GDV
"Viability Reviews"	means any and all of the Early Stage Review and Development Break Review
"Viability Submissions"	Review means any and all of the Early Stage Review Submission and the Development Break Review Submission

2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

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

2.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 9 of this Agreement.

3. **EARLY STAGE REVIEW**

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

3.1.1 not undertake any further works which would constitute Substantial Implementation until the Early Stage Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule;

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

3.1.3 submit the Early Stage Review Submission to the LPA prior to but not more than 40 Working Days before the Revised Substantial Implementation Date.

4. **DEVELOPMENT BREAK REVIEW**

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

4.2 Where a Development Break occurs the Developer shall:

4.2.1 not resume the carrying out of the Development (and shall not permit or suffer such resumption) unless and until a Development Break Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule;

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

4.2.3 submit the Development Break Review Submission to the LPA prior to but not more than 40 Working Days before the Planned Resumption Date.

5. **VIABILITY REVIEWS**

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

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

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

5.2.2 its reasonable and properly incurred external surveying and legal costs

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

5.3 Upon receipt of a Viability Review Submission:

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

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

6. DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING

6.1 Where it is agreed or determined pursuant to an Early Stage Review or a Development Break Review that Additional Affordable Housing is required to be provided the Developer shall prior to Occupation of more than 85% of the Private Residential Units:

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

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

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

6.2 The Developer shall not Occupy more than 85% of the Private Dwellings unless and until:

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

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

7. MEMORANDUM

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

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

"The Parties have agreed the details of the Additional Affordable Housing Scheme by way of a signed Memorandum between the LPA and the Developer dated 20 "

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

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

7.3.2 the number of Private Residential Units shall be reduced by the corresponding number of Additional Affordable Housing Units; and

7.3.3 the obligations in Schedule 2 shall apply to the Additional 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 "Additional Affordable Housing" Units to be provided within the Development.

SCHEDULE 3

SUSTAINABLE TRANSPORT

1. DEFINITIONS

- "Blue Badge Spaces"** means a maximum of four blue badge spaces which may be provided on Trego Road in accordance with this Schedule
- "Blue Badge Spaces Contribution"** means the sum of £15,000 to be used by the LPA for the provision of the Blue Badge Spaces in the event that demand for the Blue Badge Spaces has arisen as a result of the Development
- "Construction Transport Management Group"** means the group set up under the terms of the Legacy Communities Scheme Permission to manage and coordinate the cumulative construction traffic impacts arising from the Legacy Communities Scheme and other developments
- "Legacy Communities Scheme Permission"** means planning permission 11/90621/OUTODA as varied by 14/00036/VAR
- "Highway Improvements"** means the works required to reinstate and improve the footway adjacent to the Site
- "S278 Agreement"** means a highway agreement under section 278 and/or section 38 of the Highways Act 1980

2. CAR CLUB

- 2.1 The Developer shall provide the first household to Occupy each Residential Unit and the first commercial tenant of each Workspace with free membership for a period of 1 year for the use of a car club/van share scheme in the vicinity of the Development.

3. HIGHWAY IMPROVEMENTS

- 3.1 Prior to the Commencement of Development the Developer shall agree the specification of the Highway Works with the LPA and the Highway Authority in writing.
- 3.2 Prior to the Commencement of Development the Developer will enter into a S278 Agreement with the Highway Authority to secure the delivery of the Highway Works agreed in accordance with paragraph 3.1 on terms that are satisfactory to the LPA and the Highway Authority.

4. BLUE BADGE SPACES

- 4.1 Prior to the Substantial Implementation of Development the Developer shall pay the Blue Badge Spaces Contribution to the LPA.
- 4.2 For the avoidance of doubt, if no or limited demand for the Blue Badge Spaces has arisen as a result of the Development with five years of Occupation, then the Blue Badge Spaces Contribution (or part thereof) shall be returned to the Developer.

5. CONSTRUCTION TRANSPORT MANAGEMENT GROUP

- 5.1 With effect from the date of this Agreement the Developer shall:
- 5.1.1 notify the Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

- 5.1.2 if invited to attend meetings of the Construction Transport Management Group, send one or more representatives to such meetings; and
 - 5.1.3 provide such information to the Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.
- 5.2 The obligation in paragraph 5.1 shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

SCHEDULE 4

TRAVEL PLAN

1. DEFINITIONS

- "Modal Split Targets"** means the modal split targets identified in the approved Travel Plan
- "Monitoring Period"** means six months after first Occupation until 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 2 of this Schedule
- "Travel Plan Monitoring"** means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:-
- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked
 - (b) monitoring of the usage of the car parking which is available for use in the Development and
 - (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
- "Travel Plan Monitoring Officer"** means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan

- "Travel Plan Monitoring Report"** means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:-
- (a) details of trip generation rates
 - (b) details of mode share and change in mode share over time
 - (c) details of how effectively the Travel Plan has operated within the previous period
 - (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved and
 - (e) (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures
- "Travel Plan Review Period"** means initially the period of 6 months commencing on first Occupation of a Residential Unit and thereafter annually on a rolling basis

2. TRAVEL PLAN

- 2.1 Prior to the Occupation of Development the Developer shall:-
- 2.1.1 submit and obtain the LPA'S approval to a Travel Plan;
 - 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.
- 2.2 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.
- 2.3 The Travel Plan to be submitted pursuant to paragraph 2.1 shall:-
- 2.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
 - 2.3.2 contain clear commitments to measures, including investigation of potential additional measures;
 - 2.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
 - 2.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTE';
 - 2.3.5 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.

2.3.6 include a parking review plan which sets out:-

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

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

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

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

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

3. TRAVEL PLAN MONITORING

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

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

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

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

4. MODAL SPLIT TARGETS

4.1 If any Travel Plan Monitoring Report ("**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.

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

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

SCHEDULE 5

EMPLOYMENT AND TRAINING

1. DEFINITIONS

"Council's Area"	means the administrative area of the Council
"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London
"Local Labour and Business Schemes"	means the following schemes:- (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group and (b) in the Council's Area – the scheme known as Skillsmatch
"London Living Wage"	means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA
"Shell and Core"	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry
"Workspace"	means the 1,195 metres square of floorspace within the Development to be used as commercial floorspace as 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

2. DELIVERY OF WORKSPACE

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

3. WORKSPACE STRATEGY

- 3.1 Prior to Substantial Implementation of Development the Developer shall submit and obtain the LPA's approval to the Workspace Strategy.
- 3.2 The Developer shall not less than once a year from the date of the first Occupation of the first part of the Workspace until the date on which all Workspace is Occupied:-
- 3.2.1 review the effectiveness of the Workspace Strategy; and
- 3.2.2 submit to the LPA for approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.
- 3.3 The Developer shall implement the approved Workspace Strategy (as may be amended in accordance with paragraph 3.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

4. **LOCAL LABOUR AND LOCAL BUSINESS**

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

- 4.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
- 4.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 4.1.3 the recruitment of persons living in the Council's Area accounts for 25% of the construction jobs arising from the Development;
- 4.1.4 the recruitment of persons living in the Council's Area accounts for a total of between 25% and 85% of the end-use jobs at the Development;
- 4.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
- 4.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
- 4.1.7 work-based learning opportunities are provided at the Development, including not less than 5 apprenticeship opportunities

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

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

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

SCHEDULE 6

SUSTAINABILITY

1. DEFINITIONS

- "Carbon Offset Payment"** means the sum of £68,400 (Indexed) having been calculated in accordance with the LPA's adopted Carbon Offset SPD (August 2016) as follows:
- $\text{Carbon gap (Tonnes of Co2)} \times \text{Price of Carbon (£60)} \times 30 \text{ (years)} = \text{offset payment}$
- to be applied by the LPA in accordance with Part 5 of the SPD
- "District Energy Network"** means the Queen Elizabeth Olympic Park district energy network
- "Future Proofing Measures"** means future proofing measures within the Development including but not limited to heating system tap-offs and identified distribution routes to enable:
- (a) future expansion of the On Site CHP Plant to any future nearby and existing developments; and
- (b) future connection of the Development to the District Energy Network or any alternative Off Site district energy network
- "On Site CHP Plant"** means the On Site energy centre located at basement level including a communal boiler system

2. CONNECTION TO ENERGY NETWORK

- 2.1 The Developer covenants that from the date of Commencement until the date of Substantial Implementation, the Developer shall use Reasonable Endeavours to secure:
- 2.1.1 the extension of the District Energy Network to the Site; and
- 2.1.2 (as an alternative in the event that the extension of the District Energy Network to the Site is not secured) the extension of an Off Site district energy network including but not limited to negotiations with the other landowners where the Off Site district energy network is located.
- 2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted:
- 2.2.1 a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above; and
- 2.2.2 a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.2 above.
- 2.3 If the report submitted to the LPA pursuant to paragraph 2.2.1 demonstrates that it will be possible to extend or procure the extension of the District Energy Network to the Site, no Building shall be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a connection to an Off Site district energy network shall have no further effect.
- 2.4 If the report submitted pursuant to paragraph 2.2.1 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 but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible to connect all Buildings to an Off Site district energy network, no Building shall be Occupied unless and until it has been connected to the Off Site district energy network.

- 2.5 If the report submitted pursuant to paragraph 2.2.1 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 and the report submitted pursuant to paragraph 2.2.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to an Off Site district energy network then the Developer shall provide the On Site CHP Plant and no Building shall be Occupied unless and until it has been connected to the On Site CHP Plant.
- 2.6 Save where the District Energy Network is extended to the Site:
- 2.6.1 no works comprised in the Development shall be Commenced until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures;
 - 2.6.2 the Developer shall incorporate the approved Future Proofing Measures within the Development; and
 - 2.6.3 no part of the Development shall be Occupied unless and until the Developer has submitted a report to the LPA demonstrating that the approved Future Proofing Measures have been incorporated within the relevant part of the Development.

3. **CARBON OFFSET PAYMENT**

- 3.1 The Developer shall pay the Carbon Offset Payment to the LPA prior to Substantial Implementation and no part of the Development shall be Substantially Implemented until the Carbon Offset Payment has been paid to the LPA.

4. **REDUCTION OF ENERGY DEMAND**

- 4.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):-
- 4.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
 - 4.1.2 the promotion of the use of energy efficient appliances; and
 - 4.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

SCHEDULE 7

DESIGN MONITORING

1. 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 PH Plus Architects
- "Design Monitoring Costs"** means the monies paid in accordance with 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

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of these details (the **"Design Team Statement"**):-
- 2.1.1 an application pursuant to Conditions 12, 13, 14, 17 and 26 of the Planning Permission;
 - 2.1.2 an application for a S96A Amendment;
 - 2.1.3 an application for a S73 Permission.
- 2.2 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.

3. DESIGN MONITORING COSTS

- 3.1 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 2.1 above and overseeing the construction of the Development) the Developer shall forthwith:-
- 3.1.1 notify the LPA of such non-retention; and

- 3.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:-
- (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
 - (b) the LPA may make more than one demand for payment of Design Monitoring Costs; and
 - (c) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent

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

4. RESTRICTION ON DEVELOPMENT

- 4.1 The Development shall not Commence until the Developer has either:-
- 4.1.1 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
 - 4.1.2 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.
- 4.2 No Development shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 2.1.2.
- 4.3 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 be require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

SCHEDULE 8

ESTATE MANAGEMENT

1. DEFINITIONS

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

2. SITE WIDE ESTATE MANAGEMENT STRATEGY

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

SCHEDULE 9

PUBLIC OPEN SPACE AND PLAY SPACE

1. DEFINITIONS

"Delivery Plan"

means a detailed plan for the delivery and layout of the PAOS and the Play Areas which shall contain at least the following information:-

- (a) the specification of the PAOS
- (b) the specification of the Play Areas including how they shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the Delivery Plan is approved by the LPA) and
- (c) the timing of the construction of the Residential Units and the delivery of the PAOS and the Play Space

"Permitted Closures"

means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS
- (c) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)
- (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law
- (e) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

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

"Play Areas" means the areas shown shaded green and turquoise on Plan 4 numbered 533-SK-9218 and 533-SK-9219

"Publicly Accessible Open Space" or "PAOS" means areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission including the two courtyard spaces, either side of the central ink block, the passageway beneath the link block and the public through route to Allamouth Road as shown on Plan 4 which shall be maintained and shall be freely accessible to the general public at all times

2. **DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS**

2.1 Prior to Substantial Implementation of Development the Developer shall submit and obtain the LPA's approval to the Delivery Plan.

2.2 The Development shall be carried out and Occupied in accordance with the approved Delivery Plan.

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

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

3.1.1 Permitted Closures;

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

3.2 Subject to paragraph 3.1 the Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space except in accordance with the Delivery Plan.

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

The Developer shall manage and maintain the Publicly Accessible Open Space and the Play Areas for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 8.

SCHEDULE 10

NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

1. 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 pavements 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 the respect of people

2. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

2.1 The Developer covenants to:

- 2.1.1 comply with the Considerate Constructors Scheme during the construction of the Development;
- 2.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 2.1.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 2.1.1 and 2.1.2 above.

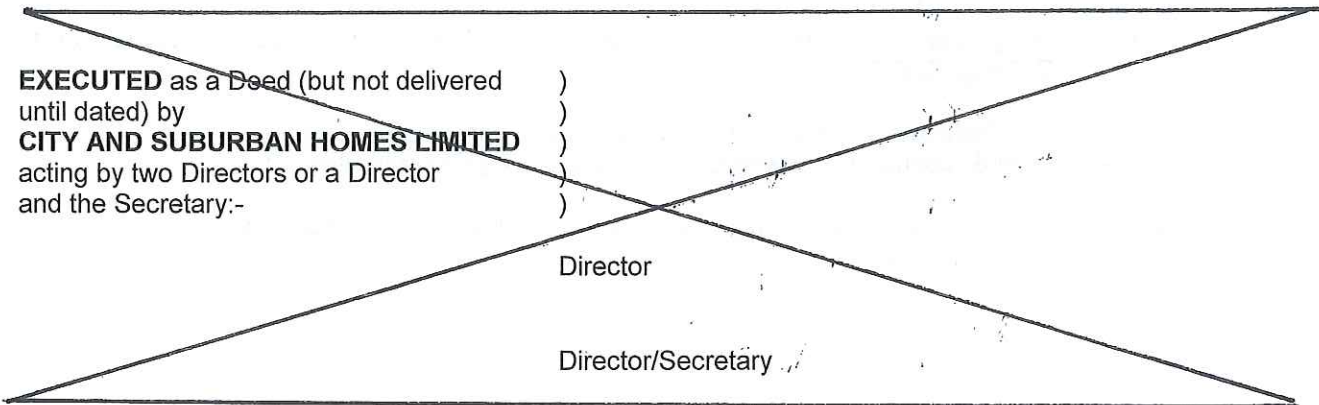
IN WITNESS whereof the parties have executed this Agreement the day and year first above written

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



[Handwritten signature]
Director
(Lyn Gardner)
* Director/Secretary

EXECUTED as a Deed (but not delivered until dated) by CITY AND SUBURBAN HOMES LIMITED acting by two Directors or a Director and the Secretary:-



Director
Director/Secretary

EXECUTED as a Deed (but not delivered until dated) by M. GOLD AND CO. (METALS) LIMITED acting by a Director in the presence of:

[Handwritten signature: Michael Barry Gold]
Director

Signature of Witness:

[Handwritten signature: Christopher Anthony Webb]

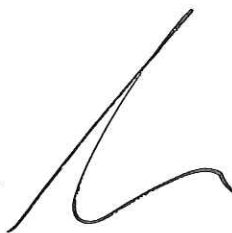
Name of Witness (in BLOCK CAPITALS):
Address of Witness:

CHRISTOPHER ANTHONY WEBB

15, MORRIS ROAD,
LEWES,
EAST SUSSEX
BN7 2AT

until dated) by)
CITY AND SUBURBAN HOMES LIMITED)
acting by a Director in the presence of:)

Director



Signature of Witness:



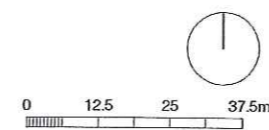
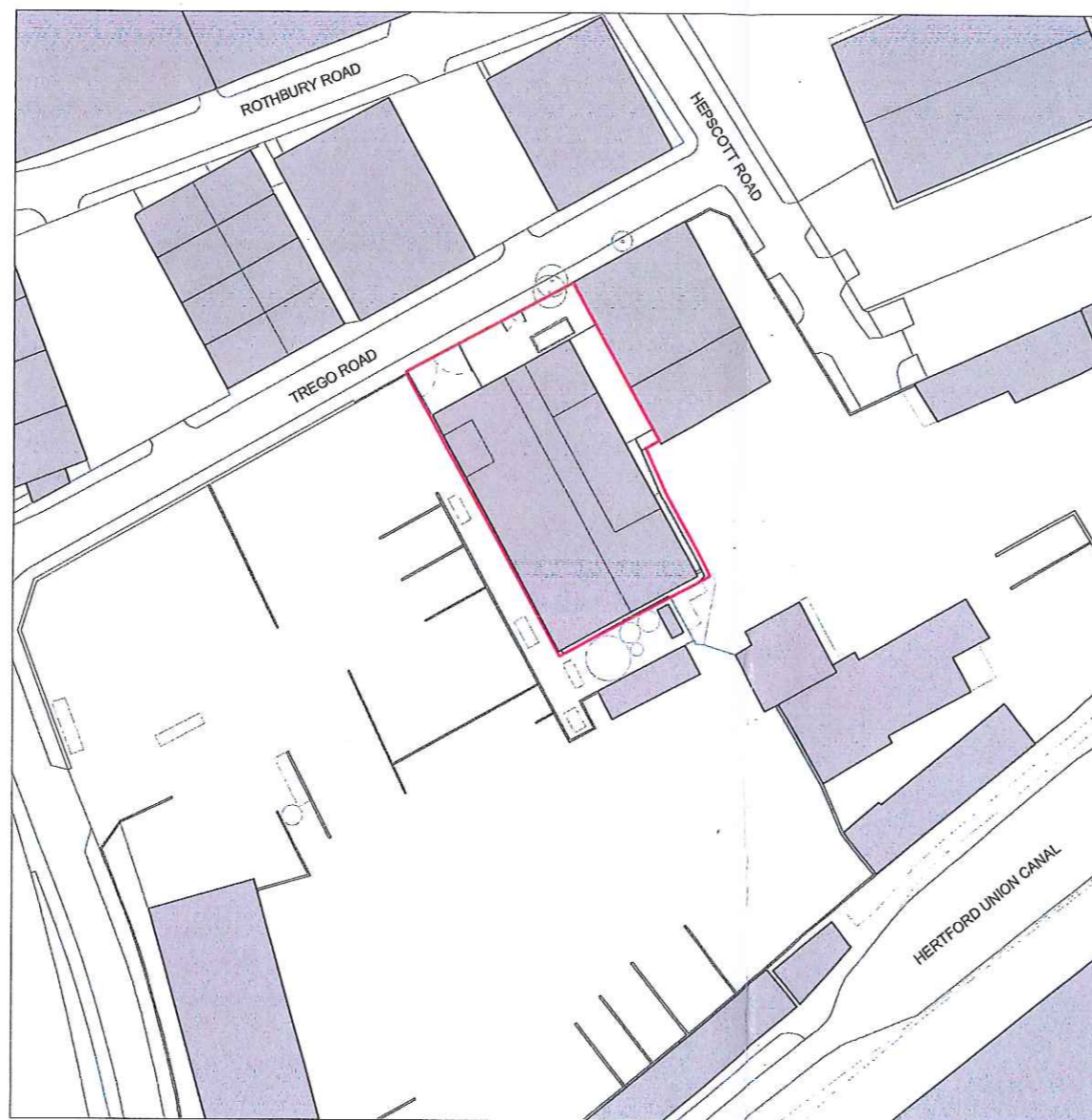
Name of Witness (in BLOCK CAPITALS): **MATTHEW JOHN EVANS**
Address of Witness: **FORSTERS LLP, 31 HILL STREET, LONDON, W1J 5LS**

FORSTERS LLP
31 HILL STREET
LONDON W1J 5LS

APPENDIX 1
PLAN 1 – SITE PLAN

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Revisions



[Handwritten signature]

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London E1 8DN

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e: mail@phplusarchitects.com
w: www.phplusarchitects.com

pH+

Project
25 Trego Road
London E9

Drawing
Location Plan

Scale at A1 (A3) 1:1250	Date April 2017
Job Number pH+533	Drawing No. Rev 533-GA-0000 /
Drawn by MCS	Checked by GH

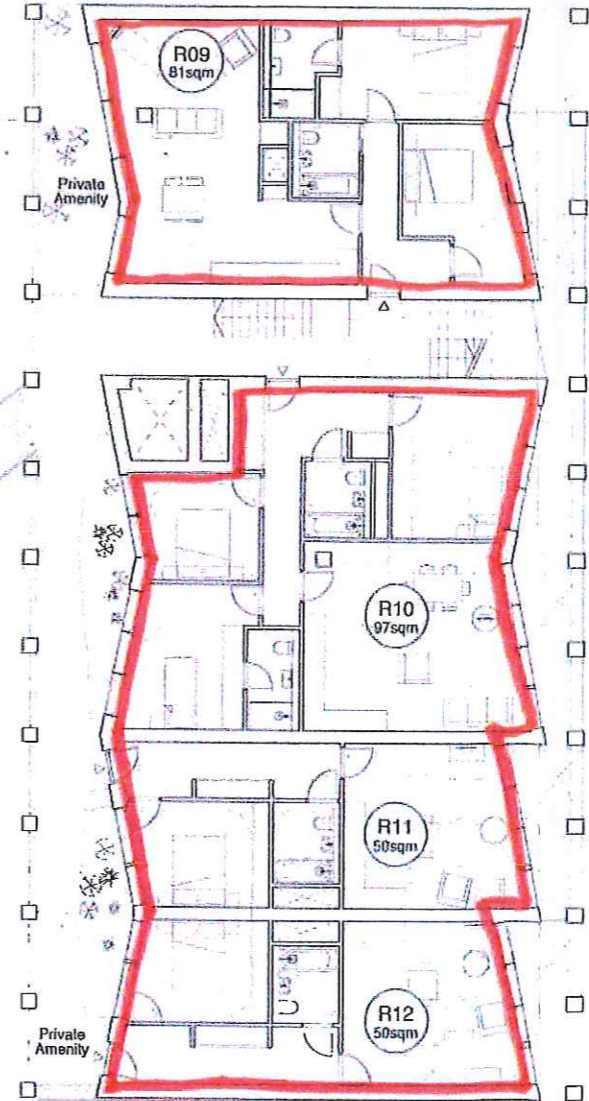
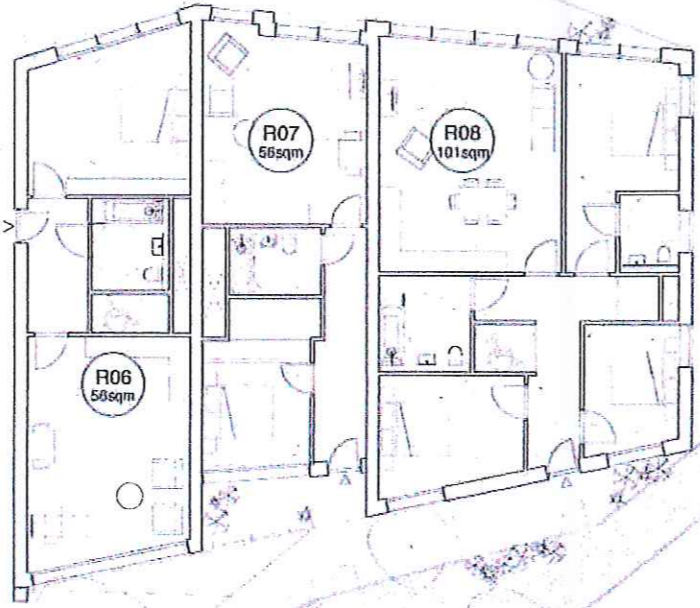
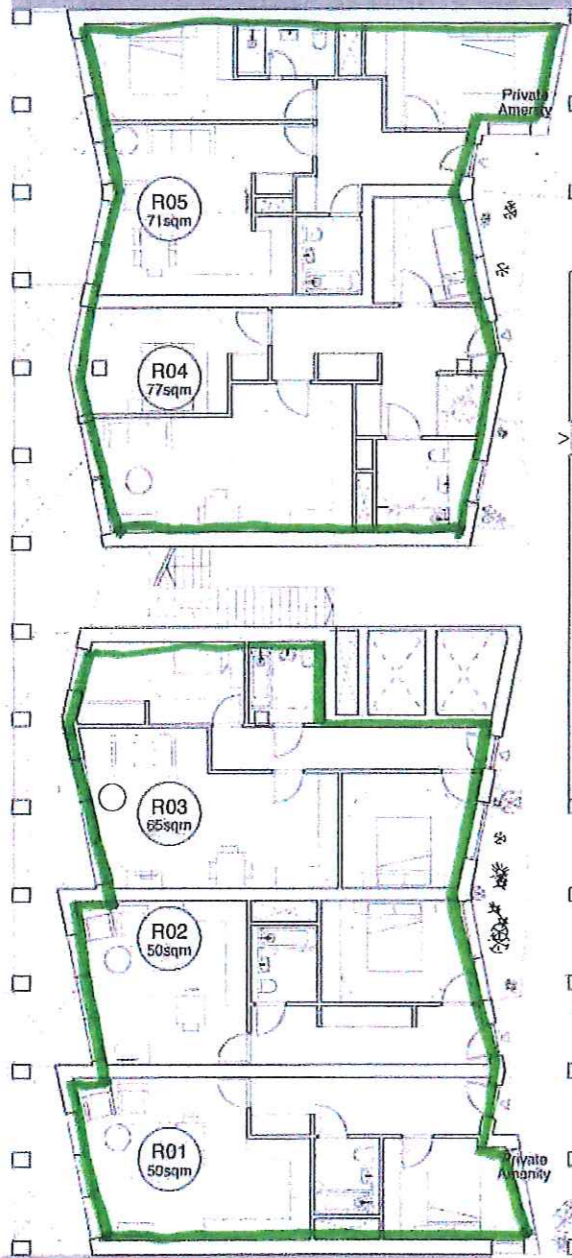
Status
PLANNING

APPENDIX 2

PLAN 2 - AFFORDABLE HOUSING PLAN

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Revisions
RevA: xx xx 2018
Plan Updates



LLR	
UNIT	HAB. RMS.
R09	3
R10	4
R11	2
R12	2

SO	
UNIT	HAB. RMS.
R01	2
R02	2
R03	3
R04	3
R05	3

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Project
25 Trego Road
London E9

Drawing
Proposed GA
First Floor Plan

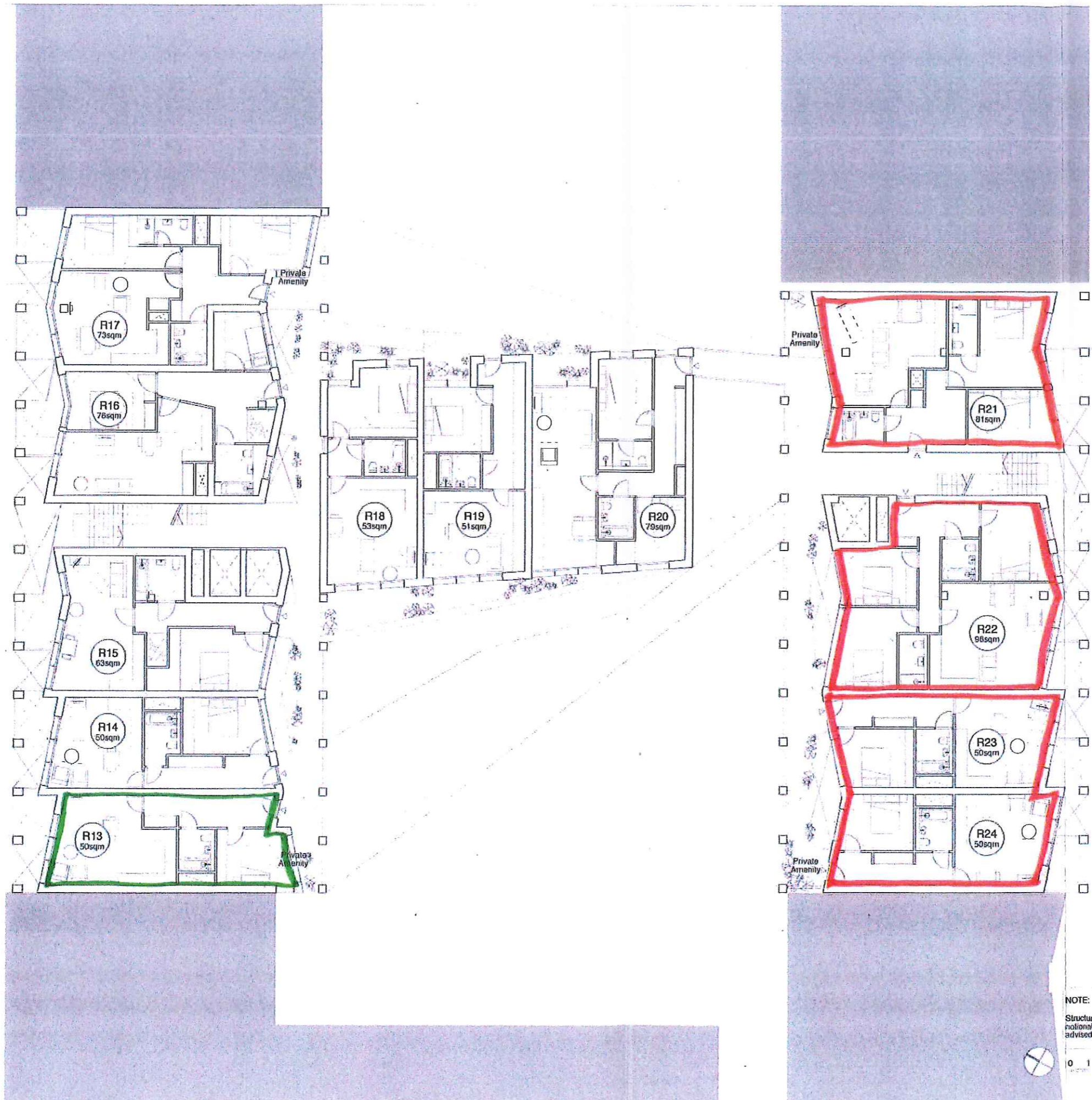
NOTE:
Structure and service risers shown notionally. Further detail to be advised at later design stage.
Landscape Design shown notionally. Please see BD. Landscape appended information for Landscape Proposals



Scale at A3 1:200	Date February 2018
Job Number PH+533	Drawing No. Rev 533-GA-0201 B
Drawn by ARMCS	Checked by GH
Status PLANNING	

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Revisions
 / - 11/05/17 - Planning Issue
 A - 20/09/17 - Planter boxes added



LLR	
UNIT	HAB. RMS.
R21	3
R22	4

AR	
UNIT	HAB. RMS.
R23	2
R24	2

SO	
UNIT	HAB. RMS.
R13	2

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ph+

Project
 25 Trego Road
 London E9

Drawing
 Proposed GA
 Second Floor Plan

Scale at A3
 1:200

Date
 February 2018

Job Number
 pH+533

Drawing No. Rev
 533-GA-0202 B

Drawn by
 AR/MCS

Checked by
 GH

Status
PLANNING

NOTE:
 Structure and service risers shown notionally. Further detail to be advised at later design stage.

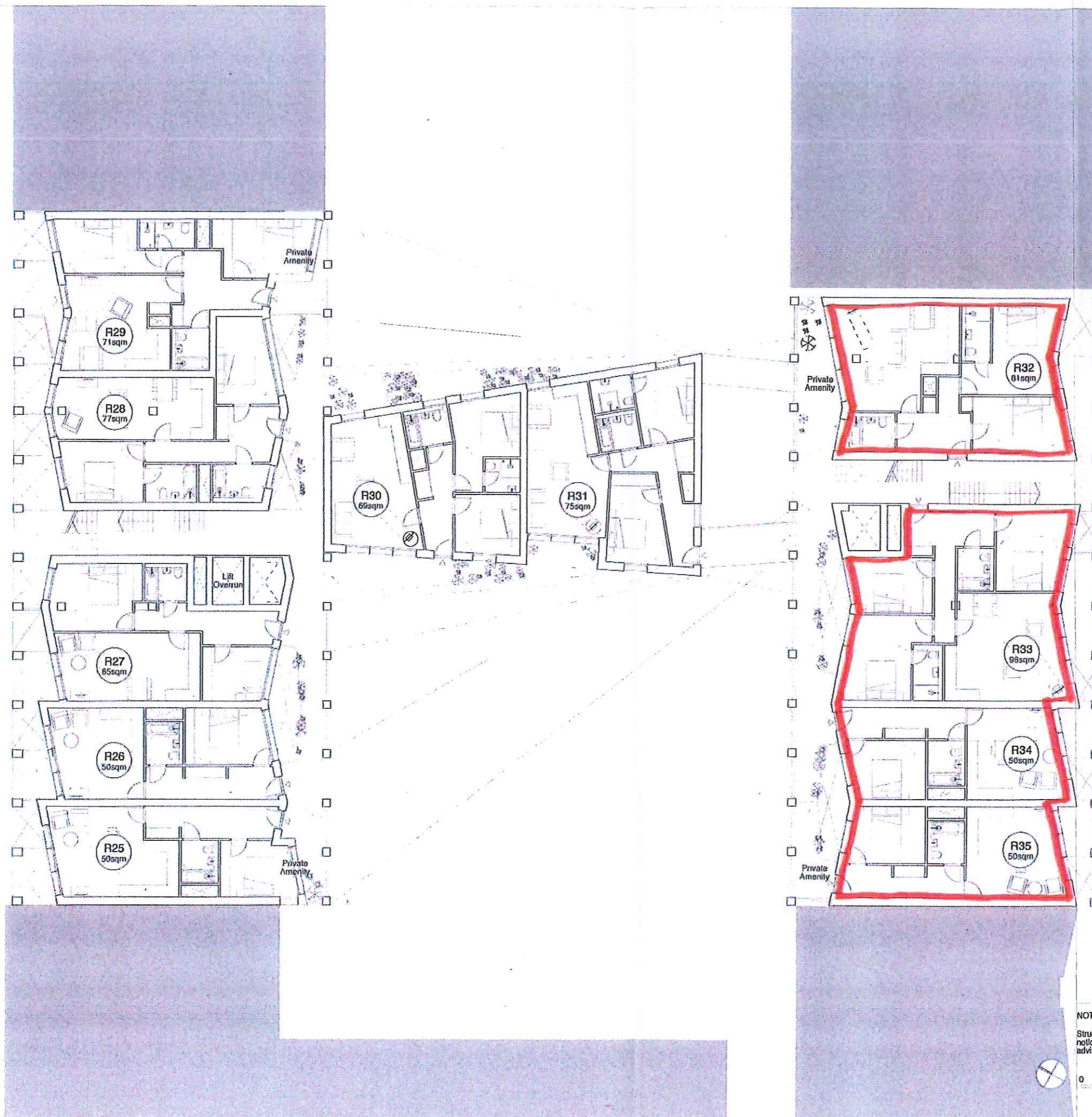


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Revisions

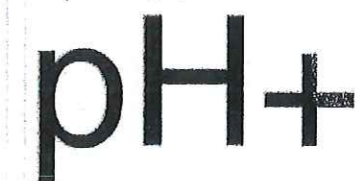
I - 11/05/17 - Planning Issue
A - 20/06/17 - Planter boxes added

UNIT	HAB. RMS.
R32	3
R33	4
R34	2
R35	2



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Project
25 Trego Road
London E9
MCS, GH

Drawing
Proposed GA
Third Floor Plan

Scale at A3
1:200
Date
February 2018

Job Number
pH+533
Drawing No
533-GA-0203 B
Rev

Drawn by
AR/MCS
Checked by
GH

Status
PLANNING

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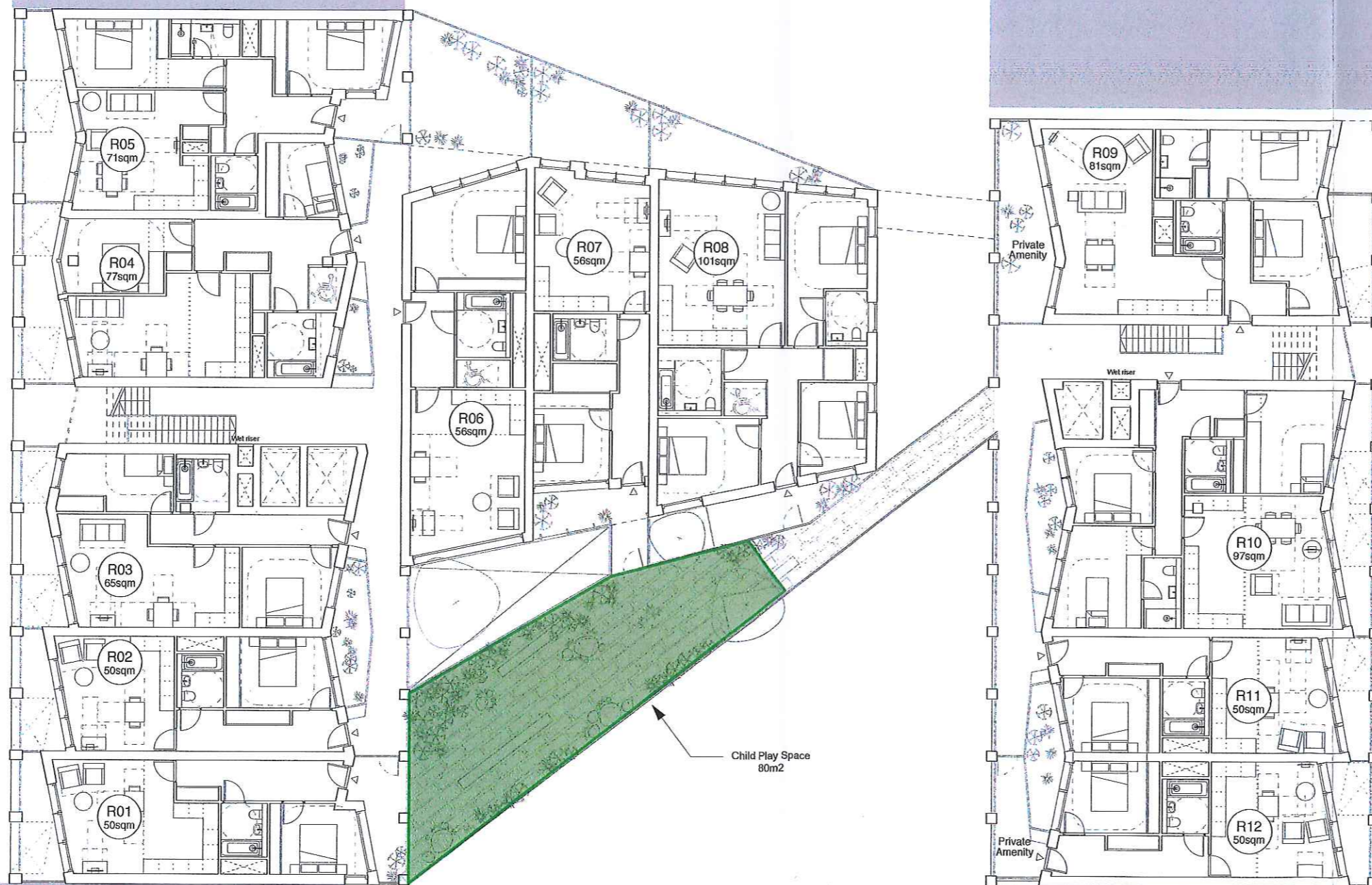


APPENDIX 3

PLAN 3 - PUBLICALLY ASSESSABLE OPEN SPACE

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Revisions
 /: 04.07.2018
 Issued for information



- Child Play Space 0-11 years
- Child Play Space 12+ years

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pH+

Project
 25 Trego Road
 London E9

Drawing
 Proposed GA
 First Floor Plan
 Child Play Space

Scale at A3
 1:200

Date
 July 2018

Job Number
 pH+533

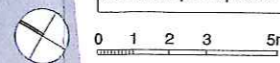
Drawing No. Rev
 533-SK-9218 /

Drawn by
 AR

Checked by
 GH

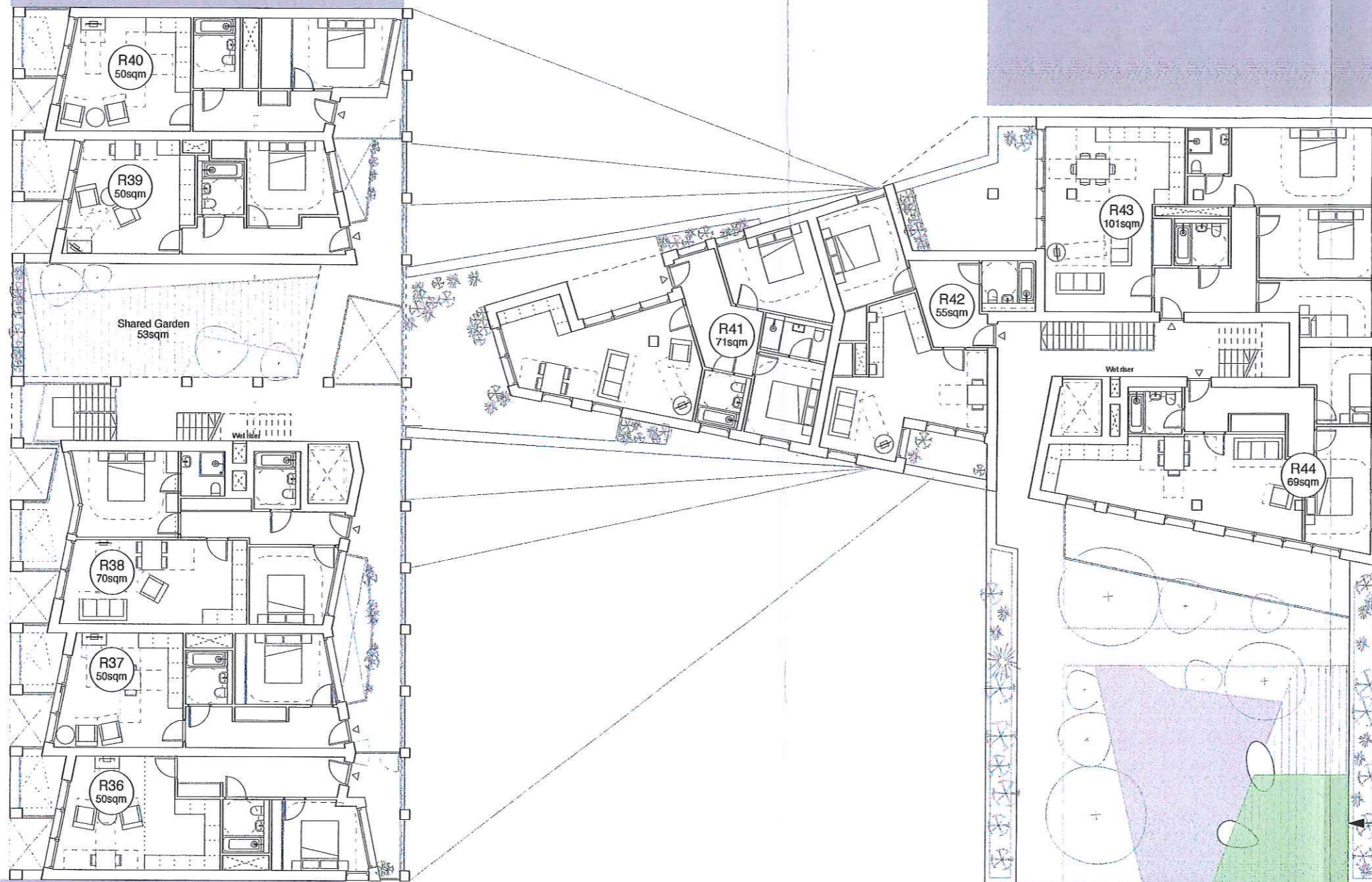
Status
INFORMATION

NOTE:
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 Landscape Design shown notionally. Please see BD Landscape appended information for Landscape Proposals.



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Revisions
 /: 04.07.2018
 Issued for Information



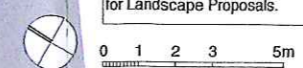
Child Play Space 0-11 years
 Child Play Space 12+ years

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 e: mail@phplusarchitects.com
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Child Play Space 14m2

NOTE:
 Structure and service risers shown notionally. Further detail to be advised at later design stage.
 Landscape Design shown notionally. Please see BD Landscape appended information for Landscape Proposals.



Project 25 Trego Road London E9 <i>M.S. [Signature]</i>		
Drawing Proposed GA Fourth Floor Plan Child Play Space		
Scale at A3 1:200	Date July 2018	
Job Number pH+533	Drawing No. 533-SK-9219 /	Rev
Drawn by AR	Checked by GH	
Status INFORMATION		

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

City and Suburban Homes Ltd c/o Agent

Agent

Adam Williams,
CMA Planning
113 The Timberyard
Drysedale Street
London
N1 6ND

Part I - Particulars of Application

Date of Application: 23-May-2017

Application No: 17/00225/FUL

Proposal: Application for full planning permission for demolition of the existing building and erection of a new building ranging between one and six storeys in height to provide 1,915sqm of commercial floorspace (Use Class B1) at ground and lower-ground floor level and 52 residential units (Use Class C3) on the upper floors, together with associated landscaped public open space, communal amenity terraces, cycle parking and refuse stores.

Location: 25 Trego Road, London, E9 5HJ

Part II - Particulars of Decision

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

Conditions:

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

Reason: To comply with the provisions of Section 91 of the Town and Country

Planning Act 1990.

2) Approved Plans

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

Plan/Document Name	Reference No.	Revision No.
Proposed GA Ground Floor Plan	533-GA-0200	G
Proposed GA First Floor Plan	533-GA-0201	B
Proposed GA Second Floor Plan	533-GA-0202	C
Proposed GA Third Floor Plan	533-GA-0203	C
Proposed GA Fourth Floor Plan	533-GA-0204	D
Proposed GA Fifth Floor Plan	533-GA-0205	D
Proposed GA Roof Plan	533-GA-0210	A
Proposed GA Lower Ground Floor Plan	533-GA-0220	E
Proposed GA Section AA	533-GA-0300	A
Proposed GA Section BB	533-GA-0301	A
Proposed GA Section CC	533-GA-0302	A
Proposed GA Section EE	533-GA-0303	-
Proposed GA Section FF	533-GA-0304	-
Proposed GA Long Section BB Long Section DD	533-GA-0310	-
Proposed GA North West Elevation	533-GA-0400	A
Proposed GA-South East Elevation	533-GA-0401	A
Proposed GA Context Elevation A and Context Elevation B	533-GA-0410	-
General Arrangement Lower Ground Floor Plan	BD0171SD001.0	R00
General Arrangement Plan Ground Floor	BD0171SD001.1	R00
General Arrangement Plan First Floor	BD0171SD001.2	R00
General Arrangement Plan Second Floor	BD0171SD001.3	R00
General Arrangement Plan Third Floor	BD0171SD001.4	R00
General Arrangement Plan Fourth Floor	BD0171SD001.5	R00
General Arrangement Plan Fifth Floor	BD0171SD001.6	R00
Illustrative Sections AA, BB, CC	BD0171SD100	R00
Illustrative Landscape Plan: Combined Floor Plan	BD0171SD800	R00
Proposed GA Ground Floor Plan – Waste Strategy	533-GA-9500	D
Air Quality Assessment	8.843	04
Archaeological Assessment	MB/23250	-
Commercial Space Strategy	April 2017	-
Bat Inspection Survey	65716	003
Design and Access Statement	April 2017	-
Energy Statement	8.843	03
Environmental Noise and Impact Assessment	8.843	04

Flood Risk Assessment and SUDS Strategy	8.843	04
Geo-Environmental Desk Study/Preliminary Risk Assessment	P9909J1063	Finalv1.1
Landscape Report	BD0171SD401	03
Planning Statement	May 2017	A
Preliminary Ecological Appraisal	65716	003
Sustainability Statement	8.843	02
Transport Assessment	02509	B
Fire Safety Design Note	F0283	03

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

3) Notice of Commencement

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

Reason: To ensure satisfactory compliance with this planning permission.

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

4) Non-Road Mobile Machinery

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

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

5) Archaeology

A) No development (except demolition above ground floor level) hereby permitted shall commence until a programme of archaeological work including a Written Scheme of Investigation has been submitted to and approved in writing by the local planning authority.. The scheme shall include an assessment of significance and research questions, and all of the following:

- i. The provision of a site deposit model.
- ii. The programme and methodology of site investigation and recording.
- iii. The programme for post investigation assessment.
- iv. Provision to be made for analysis of the site investigation and recording.
- v. Provision to be made for publication and dissemination of the analysis and records of the site investigation.
- vi. Provision to be made for archive deposition of the analysis and records of the site investigation.
- vii. Nomination of a competent person or persons/ organisation to undertake the works set out within the Written Scheme of Investigation.

B) No development (except demolition above ground floor level) shall take place other than in accordance with the Written Scheme of Investigation approved under part (A) of this condition.

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

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

Pre-commencement justification: To ensure appropriate measures are adopted prior to commencement of the works to protect archaeological remains.

6) Demolition and Construction Management Plan

No demolition or development hereby permitted shall commence until full details of the proposed demolition and construction methodology, in the form of a Method of Demolition and Construction Statement, have been submitted to and approved in writing by the local planning authority. The Method of Demolition and Construction Statement shall include details regarding:

- a) Hours of work and noise mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) The notification of neighbours with regard to specific works;
- d) Advance notification of road closures;
- e) Details regarding parking, deliveries, and storage (including hours of deliveries);
- f) Details of measures to prevent the deposit of mud and debris on the public highway;
- g) A feasibility survey shall be carried out to consider the potential for moving demolition and construction material from the site by waterborne freight.
- h) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- i) Details of collaboration with adjoining development sites to mitigate against detrimental impacts; and
- j) Any other measures to mitigate the impact of construction upon the amenity of the area (including the River Lea and areas of adjacent habitat) and the function and safety of the highway network.

No demolition or construction shall commence until provision has been made to accommodate all site operatives', visitors' and construction vehicles loading, off-loading, parking and turning within the site or otherwise during the construction period in accordance with the approved details. The demolition and construction shall thereafter be carried out in accordance with the details and measures approved in the Method of Demolition and Construction Statement unless otherwise approved in writing by the Local Planning Authority.

Reason: Development shall not commence before this condition is discharged to avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the construction process.

Pre-commencement justification: To ensure that demolitions and construction impacts are appropriately mitigated in advance of commencement of works.

7) Demolition & Construction Dust Monitoring and Mitigation

Prior to commencement of development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities shall have been submitted to and approved in writing by the Local Planning Authority. The 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 GLA in November 2006 (or any subsequent revision) 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 demolition and construction shall thereafter be carried out in accordance with the scheme for dust monitoring, assessment and mitigation for all demolition and construction activities unless otherwise approved in writing by the Local Planning Authority.

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

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

8) Demolition and Construction Waste Management Plan

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

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

The demolition and construction shall thereafter be carried out in accordance with the Demolition and Construction Waste Management Plan unless otherwise approved in writing by the Local Planning Authority.

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

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

9) Drainage Strategy

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

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

Pre-commencement justification: to ensure that an appropriate drainage strategy can be implemented on site.

10) Piling Method Statement

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

Reason: 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.

Pre-commencement justification: To ensure that piling methodology is appropriate prior to first commencement.

11) Contamination

A) No demolition or development hereby permitted shall commence until the following components of a scheme to deal with the risks associated with contamination of the site have been submitted to and approved in writing by the local planning authority:

- i) A site investigation scheme, based on previous findings to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site;
- ii) The site investigation results and the detailed risk assessment resulting from i);

- iii) An options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken;
- iv) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The development shall thereafter be implemented in accordance with the details and measures approved.

B) Prior to occupation of any part of the development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be 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 any plan ("long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority.

C) If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unexpected contamination will be dealt with.

Reason: To protect the health of future users or occupiers of this site and the wider environment.

Pre-commencement justification: to ensure there is no detrimental health impacts on future users or occupants of the site.

12) Materials

Prior to the commencement of above ground construction works pursuant to the development hereby permitted, samples and a schedule of the materials to be used in the external elevations shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter built in accordance with the approved details. The following details are required:

- a) Brick (including mortar);
- b) Metal cladding;
- c) Timber cladding;
- d) Windows frames;
- e) External doors;
- f) Balustrades;
- g) Privacy screens;
- h) Balconies;
- i) 'Shopfronts'; and
- j) Rainwater goods.

Reason: To ensure that the external appearance of the building is satisfactory.

13) Detailed Design

Prior to the commencement of above ground construction works pursuant to the development hereby permitted, detailed architectural drawings (at scales of 1:5, 1:10 or 1:20 where appropriate) shall be submitted to and approved in writing by the local planning authority. The development hereby permitted shall be thereafter built in accordance with the approved details. The following details are required:

- a) Detailed brick elements;
- b) Detailed metal clad elements;
- c) Windows (including timber cladding);
- d) Building entrances (including cycle, plant and refuse stores);
- e) Shopfronts;
- f) Soffits;
- g) Parapets;
- h) Balconies (including soffits and balustrade detailing);
- i) Privacy screens (including location plans); and
- j) Integrated planting boxes.

Reason: To ensure that the construction detailing and external appearance of the building is satisfactory, and to protect the amenity of residents.

14) Landscape Plan

Prior to the commencement of above ground construction works pursuant to the development hereby approved, a landscaping scheme shall be submitted to and approved in writing by the local planning authority. The development hereby permitted shall be thereafter carried out in accordance with the approved details prior to the date of first occupation. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989 and BS4428:1989 (or subsequent superseding equivalent) and current Arboricultural best practice. The submitted details shall demonstrate the following:

- a) The quantity, size, species (including invasive non-native species and associated control methods), position and the proposed time of planting of all trees and shrubs to be planted.
- b) An indication of how they integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection.;
- c) Specification of which shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape.;
- d) Details of hard landscaping, street furniture, lighting and short-stay cycle parking;
- e) Details of any proposed root barrier systems;
- f) Details of play space and play equipment;
- g) Details of green and brown roofs and walls; and
- h) Details of how the landscaping maximises biodiversity and provides new habitats.

The submitted details will be expected to demonstrate full integration with the design and function of the landscaping to the communal amenity and vehicle parking areas within the adjacent Wickside scheme.

Reason: In order to ensure high quality soft and hard landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity.

15) Replacement of dead/damaged planting

Any trees, shrubs or hedges included in the landscaping scheme for the development hereby permitted that die, are removed, become seriously damaged or diseased, within five years of planting, shall be replaced within the first planting season following death, removal, damage or disease.

Reason: In order to ensure long term retention of the landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity.

16) Cycle Parking

Prior to the occupation of the relevant phase of the development hereby permitted, details of the provision to be made for long-stay cycle parking (minimum capacity: 116 long stay residential spaces; 2 short stay spaces; and 50 workspace spaces) shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking shall thereafter be implemented in full in accordance with the approved details before the occupation of the relevant block and shall thereafter be retained solely for its designated use.

Reason: To ensure adequate cycle parking is available on site and to promote sustainable modes of transport.

17) Waste and Recycling Storage

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

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

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

18) BREEAM New Construction (Interim Rating)

Within three months of the commencement of works on site, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that the commercial units hereby permitted have achieved an interim BREEAM rating of 'Very Good' (shell only) under the BREEAM New Construction 2014 Scheme. The works shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that the development has an acceptable level of sustainability.

19) BREEAM New Construction (Final Certificates)

Within three months following the first occupation of the commercial units hereby permitted, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that they have achieved a final BREEAM rating of 'Very Good' shell only under the BREEAM New Construction 2014 Scheme. The approved details shall thereafter be maintained onsite.

Reason: To ensure that the development has an acceptable level of sustainability.

20) Secured by Design

The development shall be constructed and operated thereafter to 'Secured by Design Standards'. A certificate of accreditation to Secured by Design Standards shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the residential development hereby permitted.

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

21) Electric Charging Provision

Prior to the commencement of ground floor construction works, details of electric vehicle charging provision shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall thereafter be operated in accordance with the approved details.

Reason: To enable vehicles to draw off, park and turn clear of the highway, minimising danger, obstruction and inconvenience to users of the adjoining highway and to minimise impact on amenity.

22) Service and Delivery Plan

Prior to the occupation of the development hereby permitted, a Service and Delivery Management Plan (including details of refuse collection for residential and commercial uses) shall be submitted to and approved in writing by the Local Planning Authority. The approved arrangements shall be put in place prior to first occupation, and the development hereby permitted shall thereafter be operated in accordance with the approved details.

Reason: To avoid obstruction of the surrounding streets and limit the effects of the increase in travel movements within the locality as well as safeguarding public safety and the amenity of the surrounding area.

23) Internal and External Plant Equipment

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

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

24) Noise Levels – Internal Noise Levels

There shall be no occupation of any residential unit hereby permitted, unless it is designed and constructed in accordance with BS 8233:2014 'Guidance on sound insulation and noise reduction for buildings' to attain the below internal noise levels.

Bedrooms- 30dB LAeq,T* and 45dB LAfmax

Living rooms- 35dB LAeq, D*

*T- Night-time 8 hours between 23:00-07:00

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

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

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.

25) Noise Levels – Mechanical Equipment or Plant

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

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

26) Lighting Strategy

Prior to the commencement of above ground construction works, a lighting strategy for the streets, buildings and open spaces shall be submitted and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that the lighting scheme has been designed to ensure that it minimises impacts on bats and other species impacted by artificial lighting and minimises any impact upon residential amenity. The development hereby permitted shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that habitat provisions achieve their stated aim of providing value for biodiversity by ensuring considerate lighting design.

27) Hours of Operation

Prior to the first occupation of the development hereby permitted, details of the hours of operation for the commercial units hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. The commercial units shall thereafter be occupied solely in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or users of the area generally.

28) Adaptable & Wheelchair Accessible Housing

At least ten per cent of the residential units hereby permitted shall be constructed to comply with Part M4(3) of the Building Regulations. Any communal areas and accesses serving the M4(3) compliant Wheelchair User Dwellings shall also comply with Part M4(3). All other residential units, communal areas and accesses hereby permitted shall be constructed to comply with Part M4(2) of the Building Regulations.

Reason: To secure appropriate access for disabled people, older people and others with mobility constraints

29) Potable Water

The residential dwellings hereby permitted shall achieve potable water use of 110 litres per person per day when calculated in line with the requirements of Building Regulations Part G2 unless otherwise agreed in writing by the Local Planning Authority.

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

30) Parking Permit Free

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

Reason: To avoid obstruction of the surrounding streets.

31) Ventilation Strategy

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

Reason: To ensure that residential units within the development are appropriately ventilated and achieve a suitable level of internal air quality.

32) Overheating

Prior to the commencement of above ground construction works, an overheating strategy shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall be implemented prior to first occupation, and maintained on site unless otherwise agreed in writing in advance by the Local Planning Authority. The strategy shall include details of the following:

- a) Revised layout of Flat R50;
- b) Details of solar control glazing to Flat R52;
- c) Energy efficient lighting design;
- d) Specification of openable windows;
- e) Specification of blinds; and
- f) BRUKL document demonstrating that solar gain limits are complied with in commercial and communal areas.

Where design for construction is not in line with the assumptions made in the overheating modelling, further overheating modelling shall be carried out to demonstrate that the risk of overheating is not increased.

Reason: To ensure that suitable living conditions are achieved within the development and that the building does not overheat.

33) Removal of Permitted Development Rights – Change of Use B1(a) (Offices) to C3 (residential) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 no change of use permitted by Schedule 2, Part 3, Class O of the Order shall be carried out or erected without the prior written permission of the Local Planning Authority.

Reason: To safeguard the provision of B1a office space within the development.

34) Grampian Condition – Cessation of existing uses on adjacent site

Prior to the first occupation of any residential unit within the development hereby permitted, the existing waste transfer and demolition contractor depot uses, and/or any other subsequent B2/B8 uses, on the adjacent McGrath site shall have permanently ceased, and any waste material on the site shall have been cleared.

Reason: To protect the amenity of future occupants.

Informatives:

- 1) Your attention is drawn to the following comments from Thames Water:
Waste Water Comments
Surface Water Drainage - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In

respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. The contact number is 0800 009 3921. Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

Legal changes under The Water Industry (Scheme for the Adoption of private sewers) Regulations 2011 mean that the sections of pipes you share with your neighbours, or are situated outside of your property boundary which connect to a public sewer are likely to have transferred to Thames Water's ownership. Should your proposed building work fall within 3 metres of these pipes we recommend you email us a scaled ground floor plan of your property showing the proposed work and the complete sewer layout to developer.services@thameswater.co.uk to determine if a building over / near to agreement is required.

Thames Water requests that the Applicant should incorporate within their proposal, protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions.

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality."

Water Comments

Thames Water recommend the following informative be attached to this planning permission. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

- 2) Your attention is drawn to the following comments from the London Fire Brigade:

The development shall conform with Part B5 of Approved Document B of the Building Regulations.

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: XXXX



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

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

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

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

Purchase Notice

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